

Pride ~ Progress ~ Possibilities

**Riverside Municipal Building
5200 Springfield Street, Suite 100
Riverside, Ohio 45431**

May 19, 2022

Council Meeting

6:00 P.M.

City Council

PETER J. WILLIAMS, MAYOR

MIKE DENNING
APRIL FRANKLIN
BRENDA FRY
ZACHARY JOSEPH
SARA LOMMATZSCH
JESSE MAXFIELD

Josh Rauch, City Manager

Katie Lewallen, Clerk of Council

Calendar for year 2022 (United States)



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Jan 6 • Council Meeting
Jan 13 • Work Session
Jan 20 • Council Meeting
Feb 3 • Council Meeting
Feb 10 • Work Session
Feb 17 • Council Meeting
Feb 21 • Offices Closed
Mar 3 • Council Meeting
Mar 10 • Work Session
Mar 17 • Council Meeting
Apr 7 • Council Meeting
Apr 14 • Work Session
Apr 21 • Council Meeting
May 5 • Council Meeting
May 12 • Work Session
May 19 • Council Meeting

May 30 • Offices Closed
Jun 2 • Council Meeting
Jun 9 • Work Session
Jun 16 • Council Meeting
Jul 4 • Offices Closed
Jul 7 • Council Meeting
Jul 14 • Work Session
Jul 21 • Council Meeting
Aug 4 • Council Meeting
Aug 11 • Work Session
Aug 18 • Council Meeting
Sep 1 • Council Meeting
Sep 5 • Offices Closed
Sep 8 • Work Session
Sep 15 • Council Meeting
Oct 6 • Council Meeting

Oct 13 • Work Session
Oct 20 • Council Meeting
Nov 3 • Council Meeting
Nov 8 • Election Day
Nov 10 • Work Session
Nov 11 • Offices Closed
Nov 17 • Council Meeting
Nov 24 • Offices Closed
Nov 25 • Offices Closed
Dec 1 • Council Meeting
Dec 8 • Work Session
Dec 15 • Council Meeting
Dec 23 • Offices Closed
Dec 26 • Offices Closed

AGENDA

Please place all cell phones in silent mode before the meeting begins.

RIVERSIDE CITY COUNCIL

**Riverside Administrative Offices
5200 Springfield Street, Suite 100
Riverside, Ohio 45431**

**Thursday, May 19, 2022
Business Meeting 6:00 P.M.**

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) EXCUSE ABSENT MEMBERS
- 4) ADDITIONS OR CORRECTIONS TO AGENDA
- 5) APPROVAL OF AGENDA
- 6) EXECUTIVE SESSION – PERSONNEL
- 7) RECONVENE
- 8) PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- 9) PROCLAMATION – National Mental Health Awareness Month; National EMS Week
- 10) WELCOME – Financial Administrator
- 11) MINUTES – Approval of minutes from the April 30, 2022, special council meeting, and the May 5, 2022 regular council meeting.
- 12) FINANCIAL REPORT
- 13) LIQUOR LICENSES – EZ Fuel, dba EZ Fuel Shell; Kroger Limited Partnership dba Kroger 765
- 14) ACCEPTANCE OF CITIZEN PETITIONS
- 15) DEPARTMENT UPDATES:
 - A) Police Department
 - B) Fire Department
 - C) Public Services Department
 - D) City Manager Report
- 16) PUBLIC COMMENT ON AGENDA ITEMS

*If you need special accommodations to attend this meeting,
please notify the City of Riverside at least 72 hours in advance by calling 937.233.1801.*

17) OLD BUSINESS

A) ORDINANCES

- I) **Ordinance No. 22-O-794** – An ordinance by the council of the City of Riverside, Ohio approving a change in the water protection overlay district boundaries as shown on the zoning map of the City of Riverside, Ohio for the Source Water Protection Area within the City of Riverside. (2nd reading, public hearing, adoption)
- II) **Ordinance No. 22-O-795** – An ordinance establishing Chapter 1119 Planned Unit Development Districts in the Unified Development Ordinance (UDO) of the City of Riverside. (2nd reading, public hearing, adoption)

18) NEW BUSINESS

A) ORDINANCES

- I) **Ordinance No. 22-O-796** – An ordinance to approve employee position titles, number of positions and pay ranges and to repeal Ordinance No. 22-O-791 passed March 3, 2022. (1st reading)

B) RESOLUTIONS

- I) **Resolution No. 22-R-2771** – A resolution authorizing the city manager to sign a renewal easement granted by the United States of America Department of the Air Force, Wright-Patterson Air Force Base for a road right-of-way over a 0.249 of an acre parcel lying between Huberville Avenue and Springfield Street.
- II) **Resolution No. 22-R-2772** – A resolution authorizing the city manager to enter into a contract for the purchase of firefighter protective equipment.
- III) **Resolution No. 22-R-2773** – A resolution by the Council of the City of Riverside, Ohio authorizing the city manager to enter into a License Agreement with Project Riverside, a 501(c)3 Corporation.

19) PUBLIC COMMENT ON NON-AGENDA ITEMS

20) COUNCIL MEMBER COMMENTS

21) ADJOURNMENT

PROCLAMATION

City of Riverside, Ohio
A Proclamation Recognizing

National Mental Health Awareness Month

Whereas, there is a proven connection between overall personal health and good mental health, which is critical to the well-being of our families, communities, schools, and businesses; and

Whereas, mental illnesses affect almost every family in America; and

Whereas, people with mental illnesses recover if given the necessary services and supports in their communities; and

Whereas, people with mental illnesses make important contributions to our families and our communities; and

Whereas, 57 million Americans have a mental disorder in any given year, but fewer than 40 percent of adults living with a mental illness, and slightly more than one-half of youths 8 to 15 years of age with a mental illness received mental health services in the last year; and

Whereas, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help, and research shows that the most effective way to reduce stigma is through personal contact with someone with a mental illness; and

Whereas, Mental Health Awareness month is both a national and local commitment to reducing the stigma associated with mental illness, encouraging those living with mental health conditions to get the help they need, and affirming our pledge to ensure those who need help have access to the support, acceptance, and resources they deserve; and

Whereas, there is a need to improve public awareness of mental illness and to strengthen local and national awareness, so that all those with mental illness may receive adequate and appropriate treatment and support; and

Whereas, during Mental Health Awareness month the City of Riverside recognizes those in our community living with mental illness and substance use disorders; we pledge support for those individuals and their families; and we reaffirm our commitment to ensuring people living with mental health conditions know they are not alone.

Now, Therefore, I, Peter J. Williams, Mayor of the City of Riverside, Ohio and the Council of the City of Riverside, Ohio do hereby proclaim the month of May 2022 as Mental Health Awareness Month and call upon all residents of Riverside Ohio to join me in supporting the aims and goals of this effort.

Signed under my hand and seal this 19th day of May 2022.

Peter J. Williams, MAYOR

City of Riverside, Ohio
A Proclamation Recognizing

National Emergency Medical Services Week

Whereas, Emergency Medical Services is a vital public service; and

Whereas, the members of the Emergency Medical Services teams are ready to provide lifesaving care to those in need 24-hours-a-day, seven-days-a-week; and

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas, Emergency Medical Services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, access to telemedicine; and

Whereas, the Emergency Medical Services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

Whereas, the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas, it is appropriate to recognize the value and the accomplishments of Emergency Medical Services providers by designating Emergency Medical Services Week; and

Whereas, the Greater Miami Valley EMS Council, a governing body that provides protocol and training all over the region, is celebrating 50 years of dedicated service to the region; and

Whereas, it is appropriate to recognize the value and the accomplishments of all EMS providers who have served along with those currently serving others.

Now, Therefore, I, Peter J. Williams, Mayor of the City of Riverside, Ohio and the Council of the City of Riverside, Ohio do hereby proclaim the week of May 15 – 21, 2022 as **Emergency Medical Services Week** and encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Signed under my hand and seal this 19th day of May 2022.

Peter J. Williams, MAYOR

MINUTES

CALL TO ORDER: Mayor Williams called the Riverside, Ohio **Special City Council Meeting** to order at 8:02 a.m. at the Riverside Administrative Offices located at 5200 Springfield Street, Suite 100, Riverside, Ohio, 45431.

PLEDGE OF ALLEGIANCE: Mayor Williams led the pledge of allegiance.

ROLL CALL: Council attendance was as follows: Mr. Denning, present; Mrs. Franklin, present; Ms. Fry, absent (arrived at 8:08 a.m.); Mr. Joseph, present; Ms. Lommatzsch, absent; Mr. Maxfield, present; and Mayor Williams, present.

Staff present was as follows: Josh Rauch, City Manager; Tom Garrett, Finance Director; Frank Robinson, Police Chief; Dan Stitzel, Fire Chief; Kathy Bartlett, Public Service Director; Kevin Miller, Operations Manager; and Katie Lewallen, Clerk of Council.

EXCUSE ABSENT MEMBERS: Mrs. Franklin moved, seconded by Deputy Mayor Denning, to excuse Ms. Lommatzsch and Ms. Fry. All were in favor. **Motion carried.**

ADDITIONS OR CORRECTIONS TO AGENDA: There were no additions/corrections.

APPROVAL OF AGENDA: Deputy Mayor Denning moved, seconded by Mr. Joseph, to approve the agenda. All were in favor. **Motion carried.**

Mayor Williams asked for all who wish to talk to speak directly into the microphone.

CITY COUNCIL ORIENTATION: Mr. Rauch stated their goal of the day is to get an idea of the facility conditions staff work in, an overview of local government in Riverside, and best practice examples as far as governance and working together. He presented council governance best practices stating it is difficult to get a number of people together to make collective decisions on what to do particularly when it comes to their community. He reviewed the four key public service values:

- Accountability/Representation – “Will of the people”
- Efficiency/Effectiveness – “Stewardship of resources”
- Social Equity/Diversity – “Equal opportunity/impact”
- Justice/Individual Rights – “Due process”

It is very difficult to maximize all these values at the same time when city council has to make decisions, which staff helps to navigate and make recommendations on. There is usually a trade-off. Some may hew more to one of the values than others and that is dependent on the issue or what is coming up and that is where important conversations happen. That is why the role as elected officials is special and the role staff plays to help them make the decisions is so critical.

Mr. Rauch stated that when council needs to make policy decisions they need to focus on the issues and not on people and to avoid personal attacks. They should use objective descriptions and statements, control emotions (engage while calm), find common ground, think “both/and” over “either/or”, and accept disagreement. Councils govern by majority and not by unanimity. If all can agree that is great, but that is not the expectation. The goal

is the process, to have the conversation and make informed decisions and take well-informed votes, so the community moves forward. It is not a failure if some vote for and some vote against. Best practices involve listening, keeping an open mind, establishing a good relationship with other members of staff, strive to minimize polarizations among members, treat everyone with respect, always be honest, deal openly with staff, prepare for meetings, and ask questions. He added that one of the advantages in Ohio is that a lot of local government elections are non-partisan that is an opportunity to leave labels behind and talk about what they have to deal with. This can lead to a better role model on how government needs to work. They need to be transparent with one another. Council members should not: try to dominate a conversation, publicly criticize council decisions that you do not support, hold grudges about fellow councilmembers or staff, divulge information discussed in Executive Session, engage in side conversations during a meeting, conduct yourself in a way that cause you or the council embarrassment, over-analyze an issue, and be afraid to disagree.

Mr. Rauch explained that council's sphere tends to have more involvement in determining what they are doing, what services they are providing, what the tax levels ought to be, approving legislation, and passing the budget. Elected officials tell what the mission and vision of the city is going to be and set the tone and direction. In the manager sphere, staff can advise on the policies, but are involved in the management and day-to-day procedures.

Mr. Rauch presented the city government organizational chart. Later this year, he will take the information and match it up with detailed budget information and explanation for the budget books to provide the community a better perspective of how the organization is put together. He reviewed administration staff levels as being two full-time and two part-time with their budget being \$440,853 for personnel and operations. Key functions of administration include general administration, IT, Human Resources, and Wright Point. Discussion was held on including fund numbers for each department. Mr. Rauch stated the new finance software will probably change the accounting numbers, so it is easier to pull on a department by department basis across the funds what each department budget actually is. It is a harder process to do currently. He reviewed the staff for the community development department of four full-time staff members and a budget of \$656,916 for personnel and operations. Key functions of the department include business retention and expansion, development and land use, and property maintenance code enforcement. Economic development talks to business owners and developers who ask about various properties around town. They look at incentives, grants, and other needs they will have to bring them to the city. In zoning administration, Ms. Holt works with the planning commission and the board of zoning appeals. In code enforcement, Mr. Lunsford is doing property maintenance, grass notices, items in yards, structural issues, and keeping property parcels in code.

Mr. Rauch reviewed the finance department consisting of three full-time positions with a budget of \$340,347 for personnel and operations. Mr. Garrett stated they receive all the revenue and record it in the system. They also pay all the bills; the departments approve bill payment, but the finance department pays it along with operating expenses of the city. In addition, he acts as the income tax administrator and deals with residents who have a particular issue with their tax. This has fell off a bit with the third-party tax administrator, CCA, as they had set up some work days to do returns but have not done as many as in

previous years. He maintains a list of grants and all the properties the city has. He prepares the annual renewal for the city's property insurance. They have a lot of tasks. Ms. Hitchins does day-to-day input of purchase orders and preparing checks. She invoices properties getting notices from the city for things like grass cuttings. The ones who don't pay get assessed and it gets sent to the county. All through the year, they answer questions from the other operating departments in the city about their finances. If they have a plan to do something and notify finance, then they can flesh out a funding plan and make sure it all fits. Mr. Rauch added that the major of the functions of finance will not change, but a major lift will be the process over the next 12 months on how they do it.

Mr. Rauch reviewed the fire department consisting of 20+ positions, 19 full-time with variable part-time. The budget is roughly \$3.3 million for personnel and operating costs. Chief Stitzel stated they take a lot of 911 calls, but the primary mission for them is prevention. Fire prevention includes public education, inspection, code enforcement, and over the last few years is they have gotten innovative to make things happen that they normally couldn't afford. They use some part-time funds to pay for a part-time fire inspector. This process has really improved in the past two years. Code enforcement and basic fire inspections in the past 25 years were not done that well so it has taken some time to get that up and running. With the ARP money, they have Firefighter Paula Balcom doing community paramedicine. She helps out in other areas of prevention and public education. Last year, they had over 5,300 calls for service, and average about seven people a day. They ask a lot of the personnel because they have other work load on top of that with station and equipment maintenance. They train almost every day, and there are projects that come up. One of his goals is to get into more advanced trainings like they did in Huber Heights recently, but they get stuck in basic training so much due to the high turnover. Safety is a major concern in protecting the firefighters and keeping them healthy. Some challenges include himself and only one battalion chief on shift at a time. They attend and sometimes conduct trainings. They have areas of responsibility that they must also do, and many do so on their days off. The remainder of the admin functions fall to him and his part-time admin assistant. He reviewed the rest of the crew including three lieutenants, 12 full-time firefighters/EMTs, and then part-time firefighters which are clocked by hours. He stated that overlapping incidents are challenging as 30% of call volume overlaps meaning one call comes in while another is still in process. They can get up to eight or nine calls at one time and need to have mutual aid come in. They rely on mutual aid so much and he wants to be able to repay that favor to neighbors when they call. He provided information on the needs of both fire stations. Administratively, he is decentralized with everyone being spread out in different areas across the city. Mr. Rauch stated this meeting helps council see these types of issues and how things are connected in terms of how things are located. He added when they are ready to have a conversation to add fire fighters, it is more than numbers. It is a space issue and where they have room for them; this is a hurdle they will need to overcome.

Mr. Rauch reviewed the police department stating they are the largest department in the city with 32 full-time positions and a budget of nearly \$4.7 million for personnel and operations. Chief Robinson stated he has noticed people have been driving much faster with less concern. They plan to change that. They are going to use some of the STEP money they have to do something like a blitz and make the police more visible to the community. They feel

they need to get this under control. He stated that calls for service in 2021, a total of 19,653, were down compared to prior years where they normally receive 21,000 – 23,000 calls per year. Traffic crashes remained relatively the same around 708. That takes a lot of time and effort as most times two people go to a crash. There were people off and for 43% of the time they had only three people on the road; it is limited what they can do. There were 16,002 traffic stops, 195 injury crashes, 345 and domestic violence calls. They had 122 OVIs, when they are out they will get them, but when they are answering calls they aren't able to run the streets to look for them. They responded to 856 alarms, 456 9-1-1 calls, 740 follow up investigations, and assisted 339 motorists. He provided council with data from the police department on what they do on a yearly, monthly, and daily basis. He reviewed information from the sergeants, detectives, records clerk, property room, and victim advocate.

Mr. Rauch stated when it comes to police staffing, it isn't just the number of calls; it is the amount of time they have to spend on each call. One of the difficulties they have is they rely on Huber Heights for dispatch and one of the reasons they are moving to Motorola software is the ability to pull data out of their current system is limited. He has been trying to get the information on how much time they spend on calls with the police department. They want to run an analysis that shows every hour of the day, every day of the week, what kind of calls they are running. They will use that to figure out how to organize the shift and determine how many people they need to do the job.

Mr. Rauch reviewed the third largest department, public service, with 13 positions, 12 full-time and one part-time, and with a budget of nearly \$2.0 million for personnel and operations. Ms. Bartlett stated her department is responsible for everything that is in the public right-of-way. They get no back up from the state or county. The only exception is US 35 and Route 4; they have maintenance responsibilities but if they need reconstructed then the state would help them out. They have 20 thoroughfares and 307 residential streets for a total of 226 miles of roadway with 12 significant bridges and numerous culverts. They spend 45% of their time on street maintenance, 30% on mowing and park maintenance, 20% on storm water infrastructure maintenance, and 5% on building maintenance. They own 18 vehicles and 35 pieces of equipment, which are maintained by them though they do not have an inside mechanic as many cities have. Most of the staff is mechanically inclined, but if they cannot repair it, it does get sent out. She stated they do maintain roadways well during snow related incidences and they have an efficient system. She stated that they have to make some difficult decisions this summer as to whether they mow or pothole patch. The roadway pavement is at a point where they are disintegrating faster because of the age they are. The potholes are coming faster, and they have the same staff to patch those. She stated it takes four men to patch potholes for safety. There added education to the department and there are now two new titles, park technician and construction inspector. They process right-of-way permits for driveway aprons and all utility work done in the road right-of-way. They average \$5.0 million in grants, annually, and since 2019 have secured \$12 million in funding from outside sources. She stated she takes care of most of the calls from residents, for signs, for signals. Mr. Rauch stated the main challenge is when they get in to summer and people take their time off, the crew is just big enough where one or two folks go and for safety reasons they can't pothole. They have to make service trade off decisions based on the size of the crew and how it is structured.

Saturday, April 30, 2022

Mr. Rauch provided a brief preview on the agenda and items that will be before them at the May 5, 2022 council meeting.

CITY TOUR: Council left chambers and took a tour of various city facilities.

ADJOURNMENT: Ms. Fry moved, seconded by Mr. Joseph, to adjourn. All were in favor. The meeting adjourned at 11:30 a.m.

Peter J. Williams, Mayor

Clerk of Council

CALL TO ORDER: Mayor Williams called the Riverside, Ohio City Council Meeting to order at 6:00 p.m. at the Riverside Administrative Offices located at 5200 Springfield Street, Suite 100, Riverside, Ohio, 45431.

ROLL CALL: Council attendance was as follows: Mr. Denning, present; Mrs. Franklin, present; Ms. Fry, present; Mr. Joseph, present; Ms. Lommatzsch, present; Mr. Maxfield, present; and Mayor Williams, present.

Staff present was as follows: Josh Rauch, City Manager; Tom Garrett, Finance Director; Kathy Bartlett, Public Service Director; and Katie Lewallen, Clerk of Council.

EXCUSE ABSENT MEMBERS: No members were absent.

ADDITIONS OR CORRECTIONS TO AGENDA: Agenda had been amended prior to the meeting removing the Executive Session and adding a resolution for advancing funds, Resolution No. 22-R-2770.

APPROVAL OF AGENDA: Ms. Lommatzsch moved, seconded by Mr. Maxfield, to approve the amended agenda. All were in favor. **Motion carried.**

PLEDGE OF ALLEGIANCE: Mayor Williams led the pledge of allegiance.

PROCLAMATION – Denise “DeDe” Moran: Mayor Williams presented a proclamation recognizing Mrs. Moran for her lifetime of service to the community as a resident of both Mad River Township and the City of Riverside and stalwart employee at the local Kroger store. She has served the community as a member of the St. Helen Paris, as a school volunteer, a booster member, and in leadership with the St. Helen Festival.

BZA APPOINTMENT – Mr. Rauch stated there were two applicants for the board of zoning appeals open seat, Mr. Tim Cron and Mrs. Pat Matheney. Mrs. Matheney came to the podium and provide a brief bio. She stated she wanted to see the city grow and for the city to be nice. She added that people should put in for permits on things they want to do and follow the permit guidelines. Mr. Cron provided a brief bio. He stated he attended a BZA meeting that was quite interesting and was able to hear the sides of the stories presented. Deputy Mayor Denning asked if he had the time to dedicate to the BZA. He stated he did.

On a call of the roll, six members of council named Mr. Cron for the appointment; one member named Mrs. Matheney. Mrs. Franklin moved, seconded by Mr. Joseph, to appoint Mr. Tim Cron to the BZA. All were in favor. **Motion carried.**

MINUTES: Deputy Mayor Denning moved, seconded by Mr. Maxfield, to approve the minutes of the April 21, 2022 council meeting. All were in favor. **Motion carried.**

WRITTEN CITIZEN PETITIONS: Mayor Williams stated any citizen wishing to speak should fill out a petition found at the back of the room and turn it in to the clerk.

DEPARTMENT UPDATES:

A) Finance Department – Mr. Garrett stated the income tax was a little shy of where they hoped it would be for April. A total of \$2.36 million of income tax so far for the year, which puts them about \$460,000 short of where they hoped to be at this point. A refund was received on Monday from the Bureau of Worker’s Compensation recognizing the city for its participation in various risk reduction efforts; they gave a rebate against the premium they paid last year. They received the property tax settlement from the county in mid-April, so they are back on their normal schedule. This brought in \$540,000 net; they had been giving advances in February and March from the January tax bills. They are now in a position to pay the TIF money on to Brantwood, which will happen next week. There is also the ESID project where they are collecting money for the renovations of the Claypool building and forwarding on to their agent. It comes in on the city tax bill, but then it is given out. Those two amounts are excluded from the \$540,000. On Monday, the new finance administrator will join them to get acclimated to how things are done in the city.

Deputy Mayor Denning asked if CCA has been living up to the city’s expectations. He stated he had an issue with trying to file with them and it is not as user friendly as RITA was. He doesn’t know if it was worthwhile to switch. Mr. Garrett replied there are difference between CCA and RITA. With the pandemic happening, it disrupted operations with CCA. He stated that CCA is more careful with following the rules while RITA may be more casual. RITA is bigger with better technology and the efile is more flexible than with CCA, but he feels CCA is working hard on their behalf. Mr. Joseph asked what the cost disparity is between the two. Mr. Garrett stated he would have to review that, but RITA because they are bigger can spread the cost may be a little cheaper. Mr. Joseph stated they may want to hear this at a work session further down the road. Mr. Rauch stated they can run the numbers. Discussion continued about the cost and expenses to the city. He stated he has heard people have good experience with the one-on-one with CCA. They will look at it. Mrs. Lommatzsch stated she has had issues with CCA. Deputy Mayor Denning stated they may wish to keep an eye on this and make sure the city can do the best job for its citizens.

B) Administration Department – Mr. Rauch stated the finance administrator will start on Monday and there will be a lot on her plate. She will be at the meeting on May 19 to be introduced to council. There will be a work session on May 12, and he may have enough to do on May 26 as well as there is a lot in motion, so they may need a second work session this month. A kick-off meeting will be held with the new software company, SSI, within the next two weeks. That will be one of the finance administrator’s big responsibilities.

C) Community Development Department– Mr. Rauch stated that it has been cool and rainy, and the grass is growing. The city has one code enforcement officers for the city and grass will be a priority. He just wanted to provide a friendly reminder to residents to keep grass below 8”. He added that some properties are bank owned and maintenance is not what it should be. They do their best to stay on top of them and get to it quickly.

PUBLIC COMMENT ON AGENDA ITEMS: No one wished to speak.

OLD BUSINESS

A. ORDINANCES

- I) **Ordinance No. 22-O-793 – An ordinance providing for the adoption of post-issuance compliance policies and procedures for tax exempt obligations and continuing disclosure obligations. (2nd reading, public hearing, adoption)**

Deputy Mayor Denning moved, seconded by Mr. Joseph, to approve the second reading of Ordinance No. 22-O-793. The clerk read the ordinance by title only.

Mayor Williams opened the public hearing at 6:28 pm. No one wished to speak. Mayor Williams closed the public hearing at 6:28 pm.

Roll call went as follows: Mr. Denning, yes; Mr. Joseph, yes; Mrs. Franklin, yes; Ms. Fry, yes; Lommatzsch, yes; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.**

NEW BUSINESS

A. ORDINANCES

- I) **Ordinance No. 22-O-794 – An ordinance by the council of the City of Riverside, Ohio approving a change in the water protection overlay district boundaries as shown on the zoning map of the City of Riverside, Ohio for the Source Water Protection Area within the City of Riverside. (1st reading)**

Deputy Mayor Denning moved, seconded by Mr. Maxfield, to approve the first reading of Ordinance No. 22-O-794. The clerk read the ordinance by title only.

Mr. Joseph asked what the water resource area is. Mr. Rauch stated it is the area they pull drinking water from. He added that much of the city is in the water source area.

Roll call went as follows: Mr. Denning, yes; Mr. Maxfield, yes; Mrs. Franklin, yes; Ms. Fry, yes; Mr. Joseph, yes; Ms. Lommatzsch, yes; and Mayor Williams, yes. **Motion carried.**

- II) **Ordinance No. 22-O-795 - An ordinance establishing Chapter 1119 Planned Unit Development Districts in the Unified Development Ordinance (UDO) of the City of Riverside. (1st reading)**

Deputy Mayor Denning moved, seconded by Mr. Maxfield, to approve the first reading of Ordinance No. 22-O-795. The clerk read the ordinance by title only.

Roll call went as follows: Mr. Denning, yes; Mr. Maxfield, yes; Mrs. Franklin, yes; Ms. Fry, yes; Mr. Joseph, yes; Ms. Lommatzsch, yes; and Mayor Williams, yes. **Motion carried.**

B. RESOLUTIONS

I) Resolution No. 22-R-2766 – A resolution authorizing the city manager of the City of Riverside to sign documents related to this year's Paint Striping Project.

Mr. Rauch stated this is routine for paint striping they try to do every couple of years. Typically, they use permissive tax to pay for this. This resolution along with the last resolution 22-R-2770 is to fund the bulk of this. Both are required to authorize funds for permissive tax. Ms. Bartlett stated they will be doing every street this year and it should last two years. They do Harshman every year. Deputy Mayor Denning asked if there is a better paint product that lasts longer. Ms. Bartlett stated on the new pavement they put down they put thermo on it and it lasts five years.

Deputy Mayor Denning moved, seconded by Mr. Maxfield, to approve Resolution No. 22-R-2766. All were in favor. **Motion carried.**

II) Resolution No. 22-R-2767 – A resolution amending 22-R-2754 to increase the 2022 Paving Program bid not to exceed amount contract with Fillmore Construction, LLC.

Mr. Rauch stated this resolution is the change order to include the curbs on Eastman Avenue.

Deputy Mayor Denning moved, seconded by Mrs. Franklin, to approve Resolution No. 22-R-2767. All were in favor. **Motion carried.**

III) Resolution No. 22-R-2768 – A resolution by the council of the City of Riverside, Ohio approving participation in Region 8 governance structure under the OneOhio Memorandum of Understanding.

Mr. Rauch stated it is their willingness to participate in the regional opioid settlement administered by the State of Ohio; it allows them to submit grants through Region 8 for some of that funding.

Mr. Maxfield moved, seconded by Mrs. Franklin, to approve Resolution No. 22-R-2768. All were in favor. **Motion carried.**

IV) Resolution No. 22-R-2769 – A resolution to repeal and replace Resolution No. 22-R-2764 authorizing the city manager to enter into a contract for the purchase of in-car and body worn cameras for use by the police department.

Mr. Rauch stated this repeals and replaces a previous resolution for in car and body cameras due to a clerical error. There is enough money in the budget to cover this.

Mr. Maxfield moved, seconded by Deputy Mayor Denning, to approve Resolution No. 22-R-2769. All were in favor. **Motion carried.**

V) Resolution No. 22-R-2770 – A resolution by the council of the City of Riverside, Ohio advancing \$50,000 from the General Fund to the Permissive Tax Fund.

Mr. Rauch stated this is the accounting end as permissive tax rolls in monthly; this allows them to take funds from the General Fund to pay for the paint striping and as funds come in monthly from permissive tax they will put it back into the General Fund.

Deputy Mayor Denning moved, seconded by Mrs. Franklin, to approve Resolution No. 22-R-2770. All were in favor. **Motion carried.**

PUBLIC COMMENT ON NON-AGENDA ITEMS: No one wished to comment.

COUNCIL MEMBER COMMENTS: Mrs. Franklin wished everyone a happy Mother's Day and to enjoy the weekend because it looks like it will be nice.

Mr. Joseph stated that May is Mental Health Awareness Month and how it does not seem to get discussed enough. He stated he has ADHD and growing up he had a hard time paying attention in school. It wasn't until the pandemic that he realized he needed help. He got an appointment with a doctor, and it was a challenge to get in. He got treated and a couple of months later he got on medication. Since then, he has graduated college, gave a commencement speech at his university, got a new job, was elected to council, and lost 40 pounds. ADHD is an impactful illness, but nothing like schizophrenia, bi-polar disorder, or PTSD. It is hard to get help. They need be okay talking about it. He stated he takes ADHD medicine twice a day; mental health is an important thing to manage day-to-day. He stated if people have a family member who needs help they should get them there. He added if it goes on too long, then they will be where he will be tomorrow at a grave side of someone who had an illness that went too long untreated.

Mayor Williams thanks Mr. Joseph for bringing that to the forefront. He thanked council for allowing him to recognize Mrs. Dede Moran. He thanked Ms. Lewallen, Clerk of Council, for her work and recognized National Municipal Clerk's Week. He gave a shout out to the new Burkhardt Library that opened last week. Everyone was impressed by the facility and staff. Many residents get use of a lot of resources from the Dayton Metro Library.

Ms. Lommatzsch stated she was at the MVRPC meeting this morning and brought with her maps of the new and improved bike paths. She stated the clerk has a lot of skill, knowledge, and patience with council. She thanked the clerk for her work. She commented that her family has been impacted by ADHD and PTSD as she lost her best friend to PTSD and they lost a talented woman this week. She was with her brother two weeks before he killed himself. She thought he was better; he was her best friend for 49 years. It is real; everyone has something in their lives that needs help. None of us are above that; don't ignore people you see with signs. She stated a long time ago the Air Force didn't recognize PTSD. We all have problems. She added that Mrs. Dede Moran will be missed at Kroger. She was always upfront helping customers.

Ms. Fry stated she was at First Suburbs last week and asked ADAMHS to come give a presentation on the 9-8-8 system. It is a companion to 9-1-1 specific for mental health emergencies. It is national legislation; right now, it goes to national suicide hotline, but in July, they will roll out that number and it will be active. She stated Montgomery County is working hard on getting a companion service to go with that number. Whenever there is a mental health emergency when someone is having a mental health crisis that goes to a local agency and they will bring out trained medical responders to the situation, which is a big deal because they want medical care in that situation. She stated she reached out to the city manager and good coordination is happening. It will be a benefit to the local community. She is excited that Montgomery County is at the forefront of making implementation successful. She added the service is available now. It is not connected to 9-8-8, but a person can contact the Crisis Now Hotline; it is a terrible number to remember, so may need to look it up on ADAMHS.

Deputy Mayor Denning wished his wife a happy birthday as it isn't often one can do that in a public meeting. He stated that everyone has a mother and sometimes they don't know how long they will be around. Sometimes they are physically here, but slowly slipping away as they lose their memory. It is difficult for them and for their caretakers. He stated people should be grateful for their mothers if they still have them. It also ties to mental health because dementia is a mental health issue and is real. The sooner you get them to a doctor the sooner they can get on medicine to help slow it down. They did not have a good doctor for his mother and the medication came later. It could have been better if they got this a lot sooner. He added that the Lion's Club Flower Sale is in front of Stebbins today, tomorrow, and Saturday. Flowerama will also be open on Sunday.

Mr. Maxfield stated that his wife turns 40 on Monday and wished her a happy 40th birthday.

ADJOURNMENT: Deputy Mayor Denning moved, seconded by Ms. Lommatzsch, to adjourn. All were in favor. The meeting adjourned at 6:51 pm.

Peter J. Williams, Mayor

Clerk of Council

FINANCIAL REPORT

Fund Description.....	Beg Mo Bal.....	Mtd Receipts..	Mtd Expenses..	Unexp bal.....	Encumbrances..	Unenc bal.....
100 GENERAL FUND	2,231,129.52	455,190.61	781,979.67	1,904,340.46	193,733.79	1,710,606.67
201 FIRE FUND	982,064.85	309,358.51	245,802.34	1,045,621.02	93,161.82	952,459.20
202 STREET FUND	376,215.79	394,700.55	168,545.97	602,370.37	237,624.62	364,745.75
203 POLICE FUND	151,899.77	481,313.71	328,229.39	304,984.09	78,594.27	226,389.82
205 STATE HIGHWAY FUND	329,032.98	8,119.60	1,503.18	335,649.40	26,320.94	309,328.46
209 PERMISSIVE TAX FUND	522,965.18	27,009.10	9,810.00	540,164.28	477,876.55	62,287.73
210 OPWC UNION SCHOOLHOUSE RD	35,400.72	0.00	0.00	35,400.72	0.00	35,400.72
211 FEWA GRANT FUND	1,104.24	0.00	0.00	1,104.24	0.00	1,104.24
212 GENERAL ASSESSMENTS	233,163.13	157,503.33	114,484.36	276,182.10	18,800.00	257,382.10
213 OPWC VALLEY PIKE FUND	371,221.51	0.00	0.00	371,221.51	348,837.30	22,384.21
214 OPWC NEEDMORE RD FUND	514,299.00	0.00	0.00	514,299.00	514,286.15	12.85
215 COUNTY GRANT FUND	40,176.70	0.00	0.00	40,176.70	0.00	40,176.70
216 BRANTWOOD II SUBDIVISION FUND	0.00	27,490.08	491.69	26,998.39	0.00	26,998.39
217 FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
218 BRANTWOOD SUBDIVISION FUND	0.00	49,586.36	886.90	48,699.46	0.00	48,699.46
219 DRUG LAW FUND	3,820.50	0.00	0.00	3,820.50	0.00	3,820.50
220 DUI ENFORCEMENT FUND	326.00	0.00	0.00	326.00	0.00	326.00
223 CDBG PROJECTS	58,079.50	0.00	0.00	58,079.50	0.00	58,079.50
224 NATURE WORKS GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
225 N.E.P. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
227 SCHOOL CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
228 VOCA/SVAA	6,522.19	12,000.00	4,532.37	13,989.82	872.61	13,117.21
229 FEDERAL TRANSPORTATION GRANTS	20,231.38	0.00	0.00	20,231.38	6,600.00	13,631.38
231 STATE LAW ENFORCEMENT TRUST	4,176.83	0.00	0.00	4,176.83	0.00	4,176.83
232 FEDERAL EQUITABLE SHARING	624.60	0.00	0.00	624.60	0.00	624.60
233 CRIMINAL GANG LAW ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0.00
236 LOCAL CORONAVIRUS RELIEF FUND	0.03	0.00	0.00	0.03	0.00	0.03
237 LOCAL FISCAL RECOVERY FUND	500,385.37	0.00	34,625.00	465,760.37	56,340.58	409,419.79
300 G.O. DEBT RETIREMENT	775,791.42	0.00	0.00	775,791.42	31,174.71	744,616.71
402 WRIGHT POINT FUND	443,912.42	45,025.50	75,327.08	413,610.84	346,345.66	67,265.18
404 EINTRACHT FUND	6,465.27	0.00	0.00	6,465.27	750.00	5,715.27
405 DANIS LAND ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
406 CENTER OF FLIGHT	95,993.00	550.00	16,140.02	80,402.98	29,032.14	51,370.84
407 AIRWAY/WOODMAN IMPROVEMT FUND	244,835.65	20,969.85	16,325.60	249,479.90	28,493.86	220,986.04
408 POLICE VEHICLE & EQUIP REPLACE	0.00	0.00	0.00	0.00	0.00	0.00
409 GENERAL EQUIPMENT REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
410 FIRE/EMS & POLICE INCOME TAX	2,363.22	367,730.00	367,778.89	2,314.33	237.08	2,077.25
600 CEMETERY FUND	1,639.69	1,000.00	0.00	2,639.69	1,938.00	701.69
702 CAPITAL INFRASTRUCTURE FUND	3,013,101.49	66,610.01	20,253.73	3,059,457.77	2,816,310.50	243,147.27
703 CAPITAL EQUIP IMPROVEMENT FD	304,212.41	199,750.00	2,051.98	501,910.43	264,915.36	236,995.07
803 CONTINGENCY RESERVE FUND	331,284.79	0.00	0.00	331,284.79	0.00	331,284.79
804 INSURANCE DEPOSITS	53,435.86	0.00	0.00	53,435.86	41,435.86	12,000.00
***	11,655,875.01	2,623,907.21	2,188,768.17	12,091,014.05	5,613,681.80	6,477,332.25

Fund Description.....	Beg Yr Bal.....	Ytd Receipts..	Ytd Expenses..	Unexp bal.....	Encumbrances..	Unenc bal.....
100 GENERAL FUND	2,877,532.61	1,592,723.79	2,565,915.94	1,904,340.46	193,733.79	1,710,606.67
201 FIRE FUND	719,491.75	1,262,964.37	936,835.10	1,045,621.02	93,161.82	952,459.20
202 STREET FUND	342,170.95	850,124.11	589,924.69	602,370.37	237,624.62	364,745.75
203 POLICE FUND	65,343.64	1,667,456.47	1,427,816.02	304,984.09	78,594.27	226,389.82
205 STATE HIGHWAY FUND	311,680.42	33,979.53	10,010.55	335,649.40	26,320.94	309,328.46
209 PERMISSIVE TAX FUND	468,379.89	94,674.39	22,890.00	540,164.28	477,876.55	62,287.73
210 OPWC UNION SCHOOLHOUSE RD	35,400.72	0.00	0.00	35,400.72	0.00	35,400.72
211 FEWA GRANT FUND	0.00	1,104.24	0.00	1,104.24	0.00	1,104.24
212 GENERAL ASSESSMENTS	211,258.98	207,507.48	142,584.36	276,182.10	18,800.00	257,382.10
213 OPWC VALLEY PIKE FUND	371,221.51	0.00	0.00	371,221.51	348,837.30	22,384.21
214 OPWC NEEDMORE RD FUND	514,299.00	0.00	0.00	514,299.00	514,286.15	12.85
215 COUNTY GRANT FUND	40,176.70	0.00	0.00	40,176.70	0.00	40,176.70
216 BRANTWOOD II SUBDIVISION FUND	0.00	27,490.08	491.69	26,998.39	0.00	26,998.39
217 FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
218 BRANTWOOD SUBDIVISION FUND	0.00	49,586.36	886.90	48,699.46	0.00	48,699.46
219 DRUG LAW FUND	3,765.50	55.00	0.00	3,820.50	0.00	3,820.50
220 DUI ENFORCEMENT FUND	326.00	0.00	0.00	326.00	0.00	326.00
223 CDBG PROJECTS	58,079.50	0.00	0.00	58,079.50	0.00	58,079.50
224 NATURE WORKS GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
225 N.E.P. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
227 SCHOOL CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
228 VOCA/SVAA	2,261.17	29,417.73	17,689.08	13,989.82	872.61	13,117.21
229 FEDERAL TRANSPORTATION GRANTS	20,231.38	0.00	0.00	20,231.38	6,600.00	13,631.38
231 STATE LAW ENFORCEMENT TRUST	4,176.83	0.00	0.00	4,176.83	0.00	4,176.83
232 FEDERAL EQUITABLE SHARING	624.60	0.00	0.00	624.60	0.00	624.60
233 CRIMINAL GANG LAW ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0.00
236 LOCAL CORONAVIRUS RELIEF FUND	0.03	0.00	0.00	0.03	0.00	0.03
237 LOCAL FISCAL RECOVERY FUND	879,791.45	5,255.17	419,286.25	465,760.37	56,340.58	409,419.79
300 G.O. DEBT RETIREMENT	793,418.56	0.00	17,627.14	775,791.42	31,174.71	744,616.71
402 WRIGHT POINT FUND	599,827.88	5,197,585.02	5,383,802.06	413,610.84	346,345.66	67,265.18
404 EINTRACHT FUND	6,465.27	0.00	0.00	6,465.27	750.00	5,715.27
405 DANIS LAND ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
406 CENTER OF FLIGHT	102,071.59	2,200.00	23,868.61	80,402.98	29,032.14	51,370.84
407 AIRWAY/WOODMAN IMPROVEMT FUND	251,811.19	20,969.85	23,301.14	249,479.90	28,493.86	220,986.04
408 POLICE VEHICLE & EQUIP REPLACE	0.00	0.00	0.00	0.00	0.00	0.00
409 GENERAL EQUIPMENT REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
410 FIRE/EMS & POLICE INCOME TAX	1,709.12	1,420,434.84	1,419,829.63	2,314.33	237.08	2,077.25
600 CEMETERY FUND	1,389.69	5,000.00	3,750.00	2,639.69	1,938.00	701.69
702 CAPITAL INFRASTRUCTURE FUND	647,734.49	2,602,028.98	190,305.70	3,059,457.77	2,816,310.50	243,147.27
703 CAPITAL EQUIP IMPROVEMENT FD	230,714.14	536,507.38	265,311.09	501,910.43	264,915.36	236,995.07
803 CONTINGENCY RESERVE FUND	331,284.79	0.00	0.00	331,284.79	0.00	331,284.79
804 INSURANCE DEPOSITS	57,987.43	0.00	4,551.57	53,435.86	41,435.86	12,000.00
***	9,950,626.78	15,607,064.79	13,466,677.52	12,091,014.05	5,613,681.80	6,477,332.25

REVENUE REPORT

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance...	% Remain
100.000.4111	INCOME TAX	3,400,000.00	245,153.33	946,956.54	2,453,043.46	72.15
100.000.4112	HOTEL / MOTEL TAX	50,000.00	6,164.07	18,575.73	31,424.27	62.85
100.000.4113	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
100.000.4118	TAX INCENTIVE FEE	0.00	0.00	0.00	0.00	0.00
100.000.4121	REAL ESTATE, PERSONAL PROP TAX	325,000.00	71,321.63	208,222.22	116,777.78	35.93
100.000.4151	STATE LOCAL GOVERNMENT	115,000.00	7,076.77	35,224.62	79,775.38	69.37
100.000.4152	LOCAL GOVT REV (COUNTY)	315,000.00	23,414.80	108,167.60	206,832.40	65.66
100.000.4153	ESTATE TAX	0.00	0.00	0.00	0.00	0.00
100.000.4156	LIQUOR PERMITS	4,646.00	0.00	0.00	4,646.00	100.00
100.000.4157	CIGARETTE TAX	450.00	0.00	0.00	450.00	100.00
100.000.4158	HOMESTEAD/ROLLBACK REIMBURSEMENT	58,000.00	0.00	0.00	58,000.00	100.00
100.000.4160	CIVIL WEDDING FEES	0.00	0.00	0.00	0.00	0.00
100.000.4161	FRANCHISE FEES	228,717.00	5,806.57	66,448.39	162,268.61	70.95
100.000.4165	CREDIT CONVENIENCE FEES	0.00	2.25	2.25	-2.25	0.00
100.000.4220	PARK USE PERMITS	1,500.00	285.00	385.00	1,115.00	74.33
100.000.4222	ZONING PERMIT FEES	7,460.00	1,325.00	8,415.45	-955.45	-12.81
100.000.4223	REAP APPLICATIONS	0.00	0.00	0.00	0.00	0.00
100.000.4225	PROJ DEVELOP ENGR REVIEW FEES	0.00	0.00	7,500.00	-7,500.00	0.00
100.000.4230	ZONING FINES	0.00	250.00	350.00	-350.00	0.00
100.000.4232	BOARD OF ZONING APPEALS	1,100.00	450.00	2,500.00	-1,400.00	-127.27
100.000.4233	PLANNING COMMISSION	400.00	0.00	3,275.00	-2,875.00	-718.75
100.000.4234	PROPERTY REGISTRATION FEE	0.00	724.00	5,335.00	-5,335.00	0.00
100.000.4345	WELLFIELD PROTECTION GRANT	80,000.00	0.00	87,915.00	-7,915.00	-9.89
100.000.4347	SAFE ROUTES TO SCHOOLS GRANT	0.00	0.00	0.00	0.00	0.00
100.000.4490	INCOME TAX RETAINER REFUND	0.00	0.00	0.00	0.00	0.00
100.000.4497	MISCELLANEOUS INCOME	30,177.00	23,110.21	23,188.65	6,988.35	23.16
100.000.4498	DONATIONS	0.00	0.00	0.00	0.00	0.00
100.000.4500	PUBLIC NUISANCE REIMBURSEMENTS	20,591.00	19,065.88	19,065.88	1,525.12	7.41
100.000.4501	MISC GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
100.000.4505	ABATEMENT ACTION FEE	500.00	0.00	0.00	500.00	100.00
100.000.4540	PROCEEDS OF NOTES	0.00	0.00	0.00	0.00	0.00
100.000.4611	INTEREST INCOME	7,335.00	1,041.10	1,196.46	6,138.54	83.69
100.000.4830	ADVANCES IN	0.00	50,000.00	50,000.00	-50,000.00	0.00
100.000.4930	TRANSFER INTO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
*DEPT 000		4,645,876.00	455,190.61	1,592,723.79	3,053,152.21	
** 100 GENERAL FUND		4,645,876.00	455,190.61	1,592,723.79	3,053,152.21	
201.000.4121	REAL ESTATE ADVANCE/SETTLE - COU	590,000.00	120,213.04	347,340.00	242,660.00	41.13
201.000.4141	TANGIBLE PERSONAL PROP (TPP) TAX	0.00	0.00	0.00	0.00	0.00
201.000.4158	HOMESTEAD/ROLLBACK REIMBURSEMENT	91,539.00	0.00	0.00	91,539.00	100.00
201.000.4310	FIRE/EMS GRANT	68,000.00	0.00	58,764.09	9,235.91	13.58
201.000.4411	EMS THIRD PARTY BILLING	745,000.00	64,957.40	277,942.68	467,057.32	62.69
201.000.4412	FIRE REPORTS/FINES/FEES	0.00	0.00	0.00	0.00	0.00
201.000.4413	MISCELLANEOUS INCOME	10,206.00	54.17	1,356.55	8,849.45	86.71
201.000.4496	ASSISTANCE FIREFIGHTERS GRANT	0.00	0.00	0.00	0.00	0.00
201.000.4497	MISC GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
201.000.4498	DONATIONS	0.00	0.00	0.00	0.00	0.00
201.000.4540	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
201.000.4565	PROPERTY DAMAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
201.000.4611	INTEREST INCOME	0.00	0.00	150,045.88	-150,045.88	0.00
201.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
201.000.4920	TRANSFER FROM POLICE/FIRE INC TA	1,785,704.00	124,133.90	427,515.17	1,358,188.83	76.06

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts...	Unc Balance...	% Remain
201.000.4930	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
201.000.4940	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		3,290,449.00	309,358.51	1,262,964.37	2,027,484.63	
** 201 FIRE FUND		3,290,449.00	309,358.51	1,262,964.37	2,027,484.63	
202.000.4154	GASOLINE TAXES	480,756.00	33,531.65	147,051.92	333,704.08	69.41
202.000.4155	MOTOR VEH TAXES	0.00	0.00	0.00	0.00	0.00
202.000.4222	SERVICE PERMIT FEES	0.00	400.00	1,450.00	-1,450.00	0.00
202.000.4497	MISC GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
202.000.4498	STREET-MISCELLANEOUS INCOME	13,921.00	1,009.10	1,607.94	12,313.06	88.45
202.000.4500	PUBLIC NUISANCE REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
202.000.4550	ARRA FUNDING	0.00	0.00	0.00	0.00	0.00
202.000.4551	WPCLF	0.00	0.00	0.00	0.00	0.00
202.000.4562	WATER MAIN BREAK CONTRACT	0.00	0.00	0.00	0.00	0.00
202.000.4565	PROPERTY DAMAGE REIMBURSEMENT	50,000.00	0.00	254.45	49,745.55	99.49
202.000.4611	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
202.000.4650	CURB DRIVEWAY ASSESSMENTS	30,471.00	19,759.80	19,759.80	10,711.20	35.15
202.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
202.000.4930	TRANSFER FROM GENERAL FUND	1,366,448.00	340,000.00	680,000.00	686,448.00	50.24
202.000.4940	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
202.000.4980	RESERVED	0.00	0.00	0.00	0.00	0.00
*DEPT 000		1,941,596.00	394,700.55	850,124.11	1,091,471.89	
** 202 STREET FUND		1,941,596.00	394,700.55	850,124.11	1,091,471.89	
203.000.4121	REAL ESTATE TAX, POLICE LEVY	1,040,000.00	210,763.50	606,109.28	433,890.72	41.72
203.000.4141	TANGIBLE PERSONAL PROP (TPP) TAX	0.00	0.00	0.00	0.00	0.00
203.000.4158	HOMESTEAD/ROLLBACK REIMBURSEMENT	184,002.00	0.00	0.00	184,002.00	100.00
203.000.4340	COST RECOVERY FEE DRUG/ALCOHOL	0.00	0.00	0.00	0.00	0.00
203.000.4350	BULLET VEST GRANT	3,658.00	0.00	0.00	3,658.00	100.00
203.000.4481	POLICE REPORTS	261.00	14.70	68.56	192.44	73.73
203.000.4483	DUI FINES/FEES	500.00	78.00	253.00	247.00	49.40
203.000.4484	ADMIN TICKETING FEES	0.00	0.00	0.00	0.00	0.00
203.000.4485	ORDINANCE FINES	16,000.00	1,515.00	5,294.00	10,706.00	66.91
203.000.4486	POLICE - MISCELLANEOUS INC	4,272.00	0.00	14,496.06	-10,224.06	-239.33
203.000.4488	PRISONER TRANSPORT	12,445.00	0.00	3,733.30	8,711.70	70.00
203.000.4490	TOW CONTRACT REBATE	20,000.00	0.00	0.00	20,000.00	100.00
203.000.4498	DONATIONS	100.00	0.00	0.00	100.00	100.00
203.000.4501	MISC GRANTS	0.00	1,362.41	2,610.61	-2,610.61	0.00
203.000.4510	PROF TRNG REIMBURSEMENT	0.00	0.00	11,899.56	-11,899.56	0.00
203.000.4520	POLICE - OH DRUG USE PREVENTION	0.00	0.00	0.00	0.00	0.00
203.000.4521	SCHOOL RESOURCE OFFICER	0.00	0.00	0.00	0.00	0.00
203.000.4525	K-9 DONATIONS	0.00	0.00	0.00	0.00	0.00
203.000.4526	OFFICER BODY CAMERAS	0.00	0.00	0.00	0.00	0.00
203.000.4527	ODPS IDEP/STEP GRANT	5,337.00	0.00	0.00	5,337.00	100.00
203.000.4565	PROPERTY DAMAGE REIMBURSEMENT	0.00	0.00	918.56	-918.56	0.00
203.000.4920	TRANSFER FROM THE FIRE/POLICE IN	3,216,600.00	223,580.10	938,073.54	2,278,526.46	70.84
203.000.4930	TRANSFER FROM GENERAL FUND	171,392.00	44,000.00	84,000.00	87,392.00	50.99
203.000.4940	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		4,674,567.00	481,313.71	1,667,456.47	3,007,110.53	

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts...	Unc Balance...	% Remain
** 203 POLICE FUND		4,674,567.00	481,313.71	1,667,456.47	3,007,110.53	
205.000.4154	STATE HWY - GAS EXCISE TAXES	97,114.00	6,775.35	29,713.06	67,400.94	69.40
205.000.4155	STATE HWY-MV REGISTRATION FEE	11,855.00	1,344.25	4,266.47	7,588.53	64.01
205.000.4565	PROPERTY DAMAGE CLAIM REIMBURSEM	0.00	0.00	0.00	0.00	0.00
205.000.4611	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
*DEPT 000		108,969.00	8,119.60	33,979.53	74,989.47	
** 205 STATE HIGHWAY FUND		108,969.00	8,119.60	33,979.53	74,989.47	
209.000.4162	PERMISSIVE TAX-STATE	300,000.00	27,009.10	94,674.39	205,325.61	68.44
209.000.4165	PERMISSIVE TAX-COUNTY	90,000.00	0.00	0.00	90,000.00	100.00
209.000.4170	PERMISSIVE-COUNTY REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
209.000.4497	PERMISSIVE TAX-MISC REVENUE	0.00	0.00	0.00	0.00	0.00
209.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
209.000.4930	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
209.000.4940	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		390,000.00	27,009.10	94,674.39	295,325.61	
** 209 PERMISSIVE TAX FUND		390,000.00	27,009.10	94,674.39	295,325.61	
210.000.4530	OPWC FUNDS STATE	0.00	0.00	0.00	0.00	0.00
210.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
210.000.4920	LOCAL SHARE OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
210.000.4930	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	0.00	0.00	
** 210 OPWC UNION SCHOOLHOUSE RD		0.00	0.00	0.00	0.00	
211.000.4150	FEMA GRANT - FEDERAL	0.00	0.00	1,104.24	-1,104.24	0.00
211.000.4160	FEMA GRANT - STATE	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	1,104.24	-1,104.24	
** 211 FEMA GRANT FUND		0.00	0.00	1,104.24	-1,104.24	
212.000.4497	MISCELLANEOUS INCOME	0.00	0.00	4.15	-4.15	0.00
212.000.4636	LIGHTING ASSESSMENTS	123,000.00	117,944.58	117,944.58	5,055.42	4.11
212.000.4637	TRASH ASSESSMENT	0.00	0.00	0.00	0.00	0.00
212.000.4639	ESID ASSESSMENT	79,115.00	39,558.75	39,558.75	39,556.25	50.00
212.000.4830	ADVANCES IN	0.00	0.00	50,000.00	-50,000.00	0.00
212.000.4930	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
*DEPT 000		202,115.00	157,503.33	207,507.48	-5,392.48	
** 212 GENERAL ASSESSMENTS		202,115.00	157,503.33	207,507.48	-5,392.48	
213.000.4530	OPWC FUNDS STATE	348,840.00	0.00	0.00	348,840.00	100.00
213.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
213.000.4920	LOCAL SHARE OTHER FUNDS	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts...	Unc Balance...	% Remain
213.000.4930	TRANSFER FROM GENERAL FUND	10,700.00	0.00	0.00	10,700.00	100.00
*DEPT 000		359,540.00	0.00	0.00	359,540.00	
** 213 OPCW VALLEY PIKE FUND		359,540.00	0.00	0.00	359,540.00	
214.000.4530	OPWC FUNDS STATE	499,999.00	0.00	0.00	499,999.00	100.00
214.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
214.000.4940	TRANSFER FROM OTHER FUNDS	18,538.00	0.00	0.00	18,538.00	100.00
*DEPT 000		518,537.00	0.00	0.00	518,537.00	
** 214 OPCW NEEDMORE RD FUND		518,537.00	0.00	0.00	518,537.00	
215.000.4340	LOCAL ED/GE GRANTS	0.00	0.00	0.00	0.00	0.00
215.000.4342	RTA GRANTS	0.00	0.00	0.00	0.00	0.00
215.000.4344	OTHER GRANTS	0.00	0.00	0.00	0.00	0.00
215.000.4350	GOVERNMENT EQUITY DISTRIBUTION	0.00	0.00	0.00	0.00	0.00
215.000.4360	ENTERPRISE ZONE PAYMENTS	0.00	0.00	0.00	0.00	0.00
215.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
215.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	0.00	0.00	
** 215 COUNTY GRANT FUND		0.00	0.00	0.00	0.00	
216.000.4158	HOMESTEAD/ROLLBACK REIMBURSEMENT	2,800.00	0.00	0.00	2,800.00	100.00
216.000.4490	CONSTRUCTION ESCROW DEPOSIT	0.00	0.00	0.00	0.00	0.00
216.000.4611	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
216.000.4823	TIF REVENUE	50,000.00	27,490.08	27,490.08	22,509.92	45.02
216.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		52,800.00	27,490.08	27,490.08	25,309.92	
** 216 BRANTWOOD II SUBDIVISION FUND		52,800.00	27,490.08	27,490.08	25,309.92	
217.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
218.000.4158	HOMESTEAD/ROLLBACK REIMBURSEMENT	6,000.00	0.00	0.00	6,000.00	100.00
218.000.4483	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
218.000.4490	CONSTRUCTION ESCROW DEPOSIT	0.00	0.00	0.00	0.00	0.00
218.000.4611	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
218.000.4823	TIF REVENUE	90,000.00	49,586.36	49,586.36	40,413.64	44.90
218.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		96,000.00	49,586.36	49,586.36	46,413.64	
** 218 BRANTWOOD SUBDIVISION FUND		96,000.00	49,586.36	49,586.36	46,413.64	
219.000.4384	FUNDS RCVD - OTHER AGENCIES	0.00	0.00	0.00	0.00	0.00
219.000.4483	DRUG LAW SEIZED ASSETS-STATE	0.00	0.00	0.00	0.00	0.00
219.000.4484	DRUG LAW SEIZED ASSETS-FED	0.00	0.00	0.00	0.00	0.00
219.000.4485	DRUG LAW - FINES/FEES	0.00	0.00	55.00	-55.00	0.00
219.000.4611	OTHER INCOME	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance...	% Remain
*DEPT 000		0.00	0.00	55.00	-55.00	
** 219 DRUG LAW FUND		0.00	0.00	55.00	-55.00	
223.000.4330	CDBG GRANTS	0.00	0.00	0.00	0.00	0.00
223.000.4340	WELLFIELD GRANT	0.00	0.00	0.00	0.00	0.00
223.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
223.000.4930	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	0.00	0.00	
** 223 CDBG PROJECTS		0.00	0.00	0.00	0.00	
224.000.4330	OHIO DEPT. OF NATURAL RESOURCES	0.00	0.00	0.00	0.00	0.00
224.000.4930	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	0.00	0.00	
** 224 NATURE WORKS GRANT FUND		0.00	0.00	0.00	0.00	
228.000.4310	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
228.000.4430	VICTIMS OF CRIME ACT (VOCA) GRANT	17,000.00	0.00	5,417.73	11,582.27	68.13
228.000.4450	STATE VICTIM ASSISTANCE ACT (SVAA)	0.00	0.00	0.00	0.00	0.00
228.000.4497	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00
228.000.4930	TRANSFER FROM GENERAL FUND	49,150.00	12,000.00	24,000.00	25,150.00	51.17
*DEPT 000		66,150.00	12,000.00	29,417.73	36,732.27	
** 228 VOCA/SVAA		66,150.00	12,000.00	29,417.73	36,732.27	
229.000.4330	TEA GRANTS	0.00	0.00	0.00	0.00	0.00
229.000.4930	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	0.00	0.00	
** 229 FEDERAL TRANSPORTATION GRANTS		0.00	0.00	0.00	0.00	
231.000.4374	FED EQUITABLE SHARE DISBURSEMENT	0.00	0.00	0.00	0.00	0.00
231.000.4384	FUNDS RCVD - OTHER AGENCIES	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	0.00	0.00	
** 231 STATE LAW ENFORCEMENT TRUST		0.00	0.00	0.00	0.00	
232.000.4374	FED EQUITABLE SHARE DISBURSEMENT	0.00	0.00	0.00	0.00	0.00
232.000.4384	FUNDS RCVD - OTHER AGENCIES	0.00	0.00	0.00	0.00	0.00
232.000.4611	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
*DEPT 000		0.00	0.00	0.00	0.00	
** 232 FEDERAL EQUITABLE SHARING		0.00	0.00	0.00	0.00	
233.000.4374	FED EQUITABLE SHARE DISBURSEMENT	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts...	YTD Receipts...	Unc Balance...	% Remain
233.000.4384	FUNDS RCVD - OTHER AGENCIES	0.00	0.00	0.00	0.00	0.00
*DEPT 000						
** 233 CRIMINAL GANG LAW ENFORCEMENT						
236.000.4500	HB 481/614 CARES ACT FUNDS RCVD	0.00	0.00	0.00	0.00	0.00
237.000.4500	ARP ACT FUNDS RCVD	1,316,354.00	0.00	5,255.17	1,311,098.83	99.60
300.000.4930	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
300.000.4940	TRANSFER FROM FIRE FUND	0.00	0.00	0.00	0.00	0.00
300.000.5930		0.00	0.00	0.00	0.00	0.00
*DEPT 000						
** 300 G.O. DEBT RETIREMENT						
402.000.4101	RENTAL INCOME	600,000.00	45,025.50	125,282.02	474,717.98	79.12
402.000.4401	TENANT DEPOSITS	0.00	0.00	0.00	0.00	0.00
402.000.4497	MISCELLANEOUS INCOME	0.00	0.00	2,181.00	-2,181.00	0.00
402.000.4540	BOND NOTE PROCEEDS	4,900,000.00	0.00	4,900,000.00	0.00	0.00
402.000.4545	NOTE PREMIUM RECEIVED	0.00	0.00	122.00	-122.00	0.00
402.000.4930	TRANSFERS FROM OTHER FUNDS	670,312.00	0.00	170,000.00	500,312.00	74.64
*DEPT 000						
** 402 WRIGHT POINT FUND						
404.000.4101	RENTS/LEASES	0.00	0.00	0.00	0.00	0.00
404.000.4510	MISCELLANEOUS GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
404.000.4530	GRANT REVENUE STATE	0.00	0.00	0.00	0.00	0.00
404.000.4830	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
404.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000						
** 404 EINTRACHT FUND						
405.000.4113	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
405.000.4500	COAF PHASE GRANT	0.00	0.00	0.00	0.00	0.00
405.000.4830	ED/GE GRANT	0.00	0.00	0.00	0.00	0.00
405.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000						
** 405 DANIS LAND ACQUISITION						
406.000.4101	RENTAL INCOME	6,600.00	550.00	2,200.00	4,400.00	66.67
406.000.4113	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
406.000.4401	DEPOSITS	0.00	0.00	0.00	0.00	0.00
406.000.4498	COF-MISC INCOME	0.00	0.00	0.00	0.00	0.00
406.000.4540	PROCEEDS OF NOTES	0.00	0.00	0.00	0.00	0.00
406.000.4823	COF-T.I.F. REVENUE	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts...	Unc Balance...	% Remain
406.000.4830	ED/GE GRANT	0.00	0.00	0.00	0.00	0.00
406.000.4930	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		6,600.00	550.00	2,200.00	4,400.00	
** 406 CENTER OF FLIGHT		6,600.00	550.00	2,200.00	4,400.00	
407.000.4498	MISC INCOME	0.00	0.00	0.00	0.00	0.00
407.000.4823	TIF REVENUE	43,850.00	20,969.85	20,969.85	22,880.15	52.18
407.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		43,850.00	20,969.85	20,969.85	22,880.15	
** 407 AIRWAY/WOODMAN IMPROVEMENT FUND		43,850.00	20,969.85	20,969.85	22,880.15	
410.000.4111	1.5% INCOME TAX	5,200,000.00	367,730.00	1,420,434.84	3,779,565.16	72.68
410.000.4490	INCOME TAX RETAINER REFUND	10,304.00	0.00	0.00	10,304.00	100.00
*DEPT 000		5,210,304.00	367,730.00	1,420,434.84	3,789,869.16	
** 410 FIRE/EMS & POLICE INCOME TAX		5,210,304.00	367,730.00	1,420,434.84	3,789,869.16	
600.000.4490	TRANSFERS IN	8,500.00	1,000.00	4,500.00	4,000.00	47.06
600.000.4492	CEMETERY BURIAL FEES	0.00	0.00	500.00	-500.00	0.00
600.000.4493	CEMETERY LOT SALES	0.00	0.00	0.00	0.00	0.00
*DEPT 000		8,500.00	1,000.00	5,000.00	3,500.00	
** 600 CEMETERY FUND		8,500.00	1,000.00	5,000.00	3,500.00	
702.000.4154	GASOLINE TAXES	717,345.00	50,030.97	219,409.18	497,935.82	69.41
702.000.4155	MOTOR VEH TAX	146,250.00	16,579.04	52,619.80	93,630.20	64.02
702.000.4490	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
702.000.4500	IGA WPAFB E SPRINGFIELD	0.00	0.00	500,000.00	-500,000.00	0.00
702.000.4501	MISC GRANTS	0.00	0.00	0.00	0.00	0.00
702.000.4502	OPWC GRANT EASTMAN	332,743.00	0.00	0.00	332,743.00	100.00
702.000.4503	OPWC GRANT LYNNHAVEN MEYER	349,652.00	0.00	0.00	349,652.00	100.00
702.000.4505	OPWC GRANT OLENTANGY BRIDGE	0.00	0.00	0.00	0.00	0.00
702.000.4540	BOND PROCEEDS	0.00	0.00	1,400,000.00	-1,400,000.00	0.00
702.000.4600	ROW ACQ REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
702.000.4650	CURB DRIVEWAY ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
702.000.4830	ADVANCES IN	0.00	0.00	430,000.00	-430,000.00	0.00
*DEPT 000		1,545,990.00	66,610.01	2,602,028.98	-1,056,038.98	
** 702 CAPITAL INFRASTRUCTURE FUND		1,545,990.00	66,610.01	2,602,028.98	-1,056,038.98	
703.000.4490	TRANSFERS IN	999,355.00	199,750.00	519,750.00	479,605.00	47.99
703.000.4501	MISC GRANTS	0.00	0.00	0.00	0.00	0.00
703.000.4545	BOND PREMIUM RECEIVED	0.00	0.00	16,757.38	-16,757.38	0.00
703.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
*DEPT 000		999,355.00	199,750.00	536,507.38	462,847.62	

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance...	% Remain
** 703 CAPITAL EQUIP IMPROVEMENT FD		999,355.00	199,750.00	536,507.38	462,847.62	
803.000.4930	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
804.000.4401	INSUR DEPOSITS-FIRE	25,000.00	0.00	0.00	25,000.00	100.00
999.000.4999	GENERAL TRUST INTEREST EARN	0.00	0.00	0.00	0.00	0.00
***		31,672,864.00	2,623,907.21	15,607,064.79	16,065,799.21	

EXPENSE REPORT

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance....	Unencumbered...	% Rema
100.101.5111	COUNCIL WAGES	30,000.00	2,499.98	9,999.92	20,000.08	0.00	20,000.08	66.67
100.101.5112	CLERK WAGES	53,756.00	3,982.40	15,929.60	37,826.40	0.00	37,826.40	70.37
100.101.5121	EO-PENSION	11,700.00	860.87	3,490.14	8,209.86	0.00	8,209.86	70.17
100.101.5122	EO - WC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5125	EO - ME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5131	EO-WORKERS COMP	2,500.00	102.74	572.58	1,927.42	205.48	1,721.94	68.88
100.101.5141	EO-HEALTH INSUR	28,577.00	1,729.51	6,947.99	21,629.01	0.00	21,629.01	75.69
100.101.5143	HEALTH INSUR DEDUCT	3,800.00	0.00	1,064.00	2,736.00	0.00	2,736.00	72.00
100.101.5151	EO-LIFE INSUR	120.00	9.00	27.00	93.00	0.00	93.00	77.50
100.101.5161	EO-MEDICARE	1,250.00	89.91	359.67	890.33	0.00	890.33	71.23
100.101.5162	EO - FICA	316.00	20.67	82.68	233.32	0.00	233.32	73.84
100.101.5171	EO-UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 51		132,019.00	9,295.08	38,473.58	93,545.42	205.48	93,339.94	
100.101.5223	INSURANCE/BONDS	780.00	35.00	280.00	500.00	0.00	500.00	64.10
100.101.5226	LEGAL NOTICE PUBLIC	3,999.00	0.00	334.65	3,664.35	665.35	2,999.00	74.99
100.101.5235	EO-CONSULTANT'S FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5241	EO-TRNG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5242	EO-TVL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5246	SUBSCRIPTIONS/MEMBE	1,800.00	0.00	645.00	1,155.00	255.00	900.00	50.00
100.101.5249	TRAVEL-TRAINING FLA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5251	EO - MBR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5252	EO-PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5254	EO - ADV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5260	EO-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5284	EO-INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5289	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5299	OPERATING MISC	1,000.00	0.00	80.58	919.42	169.42	750.00	75.00
Subtotal for object 52		7,579.00	35.00	1,340.23	6,238.77	1,089.77	5,149.00	
100.101.5301	TRAVEL/TRAINING-CLE	2,200.00	73.71	128.71	2,071.29	421.29	1,650.00	75.00
100.101.5302	TRAVEL/TRAINING-MAY	2,000.00	0.00	993.00	1,007.00	82.00	925.00	46.25
100.101.5303	TRAVEL/TRAINING-LOM	2,000.00	0.00	130.46	1,869.54	444.54	1,425.00	71.25
100.101.5304	TRAVEL/TRAINING-DEN	2,000.00	0.00	75.00	1,925.00	500.00	1,425.00	71.25
100.101.5305	TRAVEL/TRAINING-MAX	2,000.00	0.00	75.00	1,925.00	500.00	1,425.00	71.25
100.101.5306	TRAVEL/TRAINING-FRA	2,000.00	71.80	146.80	1,853.20	428.20	1,425.00	71.25
100.101.5307	TRAVEL/TRAINING-JOS	2,000.00	0.00	138.05	1,861.95	436.95	1,425.00	71.25
100.101.5308	TRAVEL/TRAINING-FRY	2,000.00	0.00	75.00	1,925.00	500.00	1,425.00	71.25
100.101.5310	EXT ORG-PUBLIC FUNC	1,000.00	0.00	350.00	650.00	150.00	500.00	50.00
100.101.5311	COUNCIL GROUP FUNCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5312	ORDNANCE CODIFICAT	5,500.00	0.00	650.00	4,850.00	350.00	4,500.00	81.82
100.101.5321	EO-OFF SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.101.5334	EO-OP SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		22,700.00	145.51	2,762.02	19,937.98	3,812.98	16,125.00	
* Dept 101		162,298.00	9,475.59	42,575.83	119,722.17	5,108.23	114,613.94	
100.102.5111	CM - SALARIES/WAGES	285,000.00	22,184.00	88,736.01	196,263.99	0.00	196,263.99	68.86
100.102.5113	PART-TIME WAGES	27,500.00	1,670.63	6,628.88	20,871.12	0.00	20,871.12	75.89
100.102.5117	CM - OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.102.5119	RETIREMENT PAYOUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
Subtotal for object 51		291,389.00	12,844.89	52,095.66	239,293.34	373.50	238,919.84	
100.103.5222	FIN - PRINTING	200.00	0.00	0.00	200.00	0.00	200.00	100.00
100.103.5223	INSURANCE/BONDING	300.00	260.00	260.00	40.00	0.00	40.00	13.33
100.103.5230	FIN-CS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.103.5231	FIN - AUDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.103.5241	FIN - EDUCATION/TRA	102.00	0.00	0.00	102.00	0.00	102.00	100.00
100.103.5242	FIN - TRAVEL/TRANSP	145.00	0.00	0.00	145.00	0.00	145.00	100.00
100.103.5246	FIN-SUBSCRIPTS/MEMB	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.103.5251	FIN - MBR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.103.5256	EQUIP MAINT-OUTSOUR	12,000.00	825.00	8,378.34	3,621.66	0.00	3,621.66	30.18
100.103.5284	FIN-INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.103.5299	OPERATING MISC	1,510.00	0.00	0.00	1,510.00	0.00	1,510.00	100.00
Subtotal for object 52		14,257.00	1,085.00	8,638.34	5,618.66	0.00	5,618.66	
100.103.5314	ANNUAL AUDIT CONTRA	34,701.00	2,700.00	5,400.00	29,301.00	29,301.00	0.00	0.00
100.103.5334	FIN - OP SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		34,701.00	2,700.00	5,400.00	29,301.00	29,301.00	0.00	
100.103.5511	OFFICE FURNITURE &	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.103.5514	FIN - COMPUTER EQUI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		0.00	0.00	0.00	0.00	0.00	0.00	
* Dept 103		340,347.00	16,629.89	66,134.00	274,213.00	29,674.50	244,538.50	
100.105.5111	LEGAL - SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5121	LEGAL - PENSION CON	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5122	LEGAL-WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5123	LEGAL - HEALTH INSU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5125	LEGAL - MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 51		0.00	0.00	0.00	0.00	0.00	0.00	
100.105.5230	LEGAL SERVICES-LABO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5232	LEGAL SERVICES-LITI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5236	LEGAL - COURT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5241	LEGAL - TRNG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.105.5251	LEGAL-SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 52		0.00	0.00	0.00	0.00	0.00	0.00	
100.105.5316	LEGAL SERVICE-GENER	90,933.00	6,049.00	15,527.90	75,405.10	7,205.10	68,200.00	75.00
100.105.5317	LEGAL SERVICE-LABOR	25,000.00	2,944.00	4,461.99	20,538.01	1,788.01	18,750.00	75.00
100.105.5318	LEGAL SERVICE-PROSE	52,000.00	4,166.66	12,499.98	39,500.02	12,500.00	27,000.02	51.92
100.105.5319	LEGAL SERVICE-LITIG	22,000.00	1,347.06	2,060.06	19,939.94	3,439.94	16,500.00	75.00
100.105.5334	LEGAL - OP SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		189,933.00	14,506.72	34,549.93	155,383.07	24,933.05	130,450.02	
* Dept 105		189,933.00	14,506.72	34,549.93	155,383.07	24,933.05	130,450.02	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
100.107.5111	P&PM-SALARIES/WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5113	P&PM-PART-TIME WAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5117	P&PM - OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5119	RETIREMENT PAYOUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5121	P&PM-PENSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5131	P&PM-WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5141	P&PM-HEALTH INSUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5143	HEALTH INSUR DEDUCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5151	P&PM-LIFE INSUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5161	P&PM-MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5171	P&PM-UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 51		0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5221	P&PM-ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5222	P&PM-PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5223	INSURANCE/BONDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5241	P&PM-EDUC/TRNG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5242	P&PM-TRAVEL/TRANS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5246	P&PM-SUBSCRIPTS/MBR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5247	WELLFIELD TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5254	ECON DEVEL INCENTIV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5281	P&PM-INTERNAL ENGIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5282	SITE PLAN REVIEW EN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5283	ARCHITECT/PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5289	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 52		0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5309	BUSINESS BANQUET/OU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5311	NEIGHBORHOOD REVITA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5321	P&PM-OFFICE SUPPLIE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.107.5391	NUISANCE ABATEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 107		0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5111	P&ED - SALARIES/WAG	265,000.00	12,833.60	74,878.97	190,121.03	0.00	190,121.03	71.74
100.108.5113	P&ED-PART-TIME WAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5117	P&ED - OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5119	RETIREMENT PAYOUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5121	P&ED - PENSION	39,588.00	1,796.71	9,672.94	29,915.06	0.00	29,915.06	75.57
100.108.5122	P&ED - WC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5123	P&ED - H INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5125	P&ED - ME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5131	P&ED-WORKERS COMP	8,000.00	426.34	2,140.85	5,859.15	852.68	5,006.47	62.58
100.108.5141	P&ED-HEALTH INSUR	52,400.00	3,226.85	12,948.98	39,451.02	0.00	39,451.02	75.29
100.108.5143	HEALTH INSUR DEDUCT	29,016.00	0.00	1,596.00	27,420.00	0.00	27,420.00	94.50
100.108.5151	P&ED-LIFE INSUR	476.00	24.84	80.37	395.63	11.70	383.93	80.66
100.108.5161	P&ED-MEDICARE	4,088.00	178.74	1,055.94	3,032.06	0.00	3,032.06	74.17
100.108.5171	P&ED-UNEMPLOYMENT	12,181.00	0.00	0.00	12,181.00	0.00	12,181.00	100.00
Subtotal for object 51		410,749.00	18,487.08	102,374.05	308,374.95	864.38	307,510.57	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance...	Unencumbered...	% Rem
100.108.5221	ADVERTISING	3,000.00	603.07	1,507.26	1,492.74	1,492.74	0.00	0.00
100.108.5222	P&ED - PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5223	INSURANCE/BONDS	210.00	140.00	140.00	70.00	0.00	70.00	33.33
100.108.5230	P&ED-CONTRACTED SER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5231	P&ED-CONT ENG/PLANN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5233	P&ED - PROJ ENGR RE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5241	P&ED - EDUCATION/TR	5,000.00	0.00	129.00	4,871.00	1,371.00	3,500.00	70.00
100.108.5242	P&ED - TRAVEL/TRANS	3,995.00	0.00	27.16	3,967.84	972.84	2,995.00	74.97
100.108.5246	P&ED-SUBSCRIPTS/MEM	6,000.00	293.31	713.57	5,286.43	786.43	4,500.00	75.00
100.108.5247	WELLFIELD TRAINING/	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5251	P&ED - MBR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5252	P&ED - PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5254	ECON DEVEL INCENTIV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5281	P&ED-INTERNAL ENGIN	5,962.00	0.00	0.00	5,962.00	2,000.00	3,962.00	66.45
100.108.5282	SITE PLAN REVIEW EN	15,000.00	2,092.50	2,092.50	12,907.50	5,407.50	7,500.00	50.00
100.108.5283	ARCHITECT/PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5284	P&ED-INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5289	CONTRACTED SERVICES	82,000.00	10,056.27	13,049.62	68,950.38	1,950.38	67,000.00	81.71
Subtotal for object 52		121,167.00	13,185.15	17,659.11	103,507.89	13,980.89	89,527.00	
100.108.5309	BUSINESS BANQUET/OU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5311	P&ED - FUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5321	P&ED - OFF SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5334	P&ED-OP SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5391	NUISANCE ABATEMENT	120,000.00	5,365.37	5,737.87	114,262.13	24,262.13	90,000.00	75.00
Subtotal for object 53		120,000.00	5,365.37	5,737.87	114,262.13	24,262.13	90,000.00	
100.108.5514	P&ED-COMPUTER EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.108.5515	PROPERTY ACQUISITIO	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
100.108.5521	VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	
* Dept 108		656,916.00	37,037.60	125,771.03	531,144.97	39,107.40	492,037.57	
100.110.5211	GOVT - POSTAGE	4,104.00	2,000.00	2,027.70	2,076.30	572.30	1,504.00	36.65
100.110.5212	GOVT - UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5215	AUDITOR/TREAS FEES/	10,000.00	6,205.56	6,205.56	3,794.44	0.00	3,794.44	37.94
100.110.5216	RITA CCA FEES & COS	140,000.00	13,376.60	36,153.95	103,846.05	158.05	103,688.00	74.06
100.110.5217	TAXES - CITY PROPER	22,533.00	0.00	8,448.72	14,084.28	0.00	14,084.28	62.51
100.110.5218	ELECTION EXPENSES	35,442.00	4,504.57	4,504.57	30,937.43	0.00	30,937.43	87.29
100.110.5219	COMMUNITY PROMOTION	510.00	0.00	450.00	60.00	0.00	60.00	11.76
100.110.5223	INSURANCE/BONDS	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
100.110.5224	VOLUNTEER/EMPLOYEE	1,000.00	0.00	429.95	570.05	220.05	350.00	35.00
100.110.5225	CLAIMS & JUDGMENTS	13,000.00	1,278.46	2,529.96	10,470.04	0.00	10,470.04	80.54
100.110.5226	REAP REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5227	EMPLOYEE CARE - MVH	3,669.00	0.00	0.00	3,669.00	800.00	2,869.00	78.20
100.110.5228	EMPLOYEE HEALTH EXA	1,221.00	225.00	559.00	662.00	291.00	371.00	30.38
100.110.5229	WORKERS COMP MANAGE	4,374.00	2,950.00	2,950.00	1,424.00	50.00	1,374.00	31.41
100.110.5230	GOVT-CS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5234	GOVT-RETAINER FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
100.110.5235	AUDITOR/TREAS-R.E.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5238	OFFICE SUPPLIES	10,000.00	601.09	2,477.47	7,522.53	1,522.53	6,000.00	60.00
100.110.5241	GOVT-EDUC/TRAINING	3,000.00	0.00	1,500.00	1,500.00	750.00	750.00	25.00
100.110.5246	SUBSCRIPTS/MEMBERSH	29,251.00	15,532.46	19,901.60	9,349.40	2,098.40	7,251.00	24.79
100.110.5248	ADMIN OFFICER SEARC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5251	GOVT-SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5252	FACILITY/GROUND MAI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5254	GOVT - ADV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5255	GOVT - NLTR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5259	FUEL	3,904.00	771.57	1,773.40	2,130.60	701.60	1,429.00	36.60
100.110.5261	UTILITIES-ELECTRIC	750.00	52.73	207.88	542.12	47.27	494.85	65.98
100.110.5262	UTILITIES-GAS	680.00	0.00	0.00	680.00	0.00	680.00	100.00
100.110.5263	UTILITIES-WATER/SEW	494.00	0.00	0.00	494.00	0.00	494.00	100.00
100.110.5264	UTILITIES-TELECOM	26,012.00	2,239.29	7,680.64	18,331.36	5,322.36	13,009.00	50.01
100.110.5265	UTILITIES - MISC	34,580.00	5,695.87	11,534.83	23,045.17	5,918.08	17,127.09	49.53
100.110.5267	EE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5268	GOVT-TC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5271	GOVT-FM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5281	INTERNAL ENGINEERIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5282	GOVT-GL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5283	ARCHITECT/PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5284	GOVT-PL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5285	IT/WEBSITE SERVICES	50,000.00	5,316.56	10,012.40	39,987.60	679.60	39,308.00	78.62
100.110.5286	OFF-SITE RECORDS MA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5289	CONTRACTED SERVICES	100,000.00	823.03	6,981.48	93,018.52	30,264.82	62,753.70	62.75
100.110.5291	CORONAVIRUS COVID19	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 52		524,524.00	61,572.79	126,329.11	398,194.89	49,396.06	348,798.83	
100.110.5321	NEWSLETTER	16,712.00	1,350.86	2,704.56	14,007.44	1,395.44	12,612.00	75.47
100.110.5334	GOVT-OP SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5343	LICENSES & PERMIT F	122.00	0.00	0.00	122.00	0.00	122.00	100.00
100.110.5347	SAFE ROUTE TO SCHOO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5391	NUISANCE ABATEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		16,834.00	1,350.86	2,704.56	14,129.44	1,395.44	12,734.00	
100.110.5514	COMPUTER NETWORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5532	GOVT-FACILITY IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		0.00	0.00	0.00	0.00	0.00	0.00	
100.110.5801	ADVANCES OUT	0.00	0.00	480,000.00	-480,000.00	0.00	-480,000.00	000.00
100.110.5901	TRANSFER TO FIRE FU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5902	TRANSFER TO STREET/	1,346,688.00	340,000.00	680,000.00	666,688.00	0.00	666,688.00	49.51
100.110.5903	TRANSFER TO POLICE	171,392.00	44,000.00	84,000.00	87,392.00	0.00	87,392.00	50.99
100.110.5904	TRANSFER TO DEBT SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5905	TRANSFER TO VICTIM	49,150.00	12,000.00	24,000.00	25,150.00	0.00	25,150.00	51.17
100.110.5906	TRANSFER TO PERMISS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5907	TRANSFER TO OPWC/IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5908	TRANSFER TO OPWC/IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.110.5910	TRANSFER-CAPITAL EQ	1,019,115.00	199,750.00	519,750.00	499,365.00	0.00	499,365.00	49.00
100.110.5911	TRANSFERS TO OTHER	678,812.00	1,000.00	174,500.00	504,312.00	0.00	504,312.00	74.29

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
100.110.5912	TRANSFER TO OPWC VA	10,700.00	0.00	0.00	10,700.00	0.00	10,700.00	100.00
100.110.5913	TRANSFER TO OPWC NE	18,538.00	0.00	0.00	18,538.00	0.00	18,538.00	100.00
100.110.5990	ED/GE GRANT MATCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 59		3,294,395.00	596,750.00	1,482,250.00	1,812,145.00	0.00	1,812,145.00	
* Dept 110		3,835,753.00	659,673.65	2,091,283.67	1,744,469.33	50,791.50	1,693,677.83	
100.120.5271	PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.120.5272	ZONING APPEALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.120.5273	PROPERTY MAINT APPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.120.5274	HEALTH & SAFETY	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100.120.5275	PARKS & RECREATION	2,000.00	0.00	0.00	2,000.00	250.00	1,750.00	87.50
100.120.5276	HISTORICAL SOCIETY	5,000.00	1,346.79	1,346.79	3,653.21	1,153.21	2,500.00	50.00
100.120.5277	RIVERSIDE SENIORS	2,500.00	478.17	478.17	2,021.83	0.00	2,021.83	80.87
Subtotal for object 52		11,500.00	1,824.96	1,824.96	9,675.04	1,403.21	8,271.83	
* Dept 120		11,500.00	1,824.96	1,824.96	9,675.04	1,403.21	8,271.83	
100.140.5111	PARKS - SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5121	PARKS - PENSION CON	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5122	PARKS - WORKERS COM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5125	PARKS - MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 51		0.00	0.00	0.00	0.00	0.00	0.00	
100.140.5212	PARKS-UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5237	PARKS-OPERATING SUP	7,000.00	85.07	395.03	6,604.97	1,354.97	5,250.00	75.00
100.140.5251	FACILITY/GROUND MAI	20,000.00	0.00	5,920.00	14,080.00	5,000.00	9,080.00	45.40
100.140.5252	FACILITY/GROUND MAI	12,000.00	0.00	0.00	12,000.00	3,000.00	9,000.00	75.00
100.140.5261	UTILITIES-ELECTRIC	7,890.00	586.34	1,666.41	6,223.59	539.88	5,683.71	72.04
100.140.5262	UTILITIES-GAS	1,145.00	140.81	680.47	464.53	336.00	128.53	11.23
100.140.5263	UTILITIES-WATER/SEW	2,865.00	470.72	735.32	2,129.68	0.00	2,129.68	74.33
100.140.5264	UTILITIES-TELECOM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5265	UTILITIES - MISC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5272	PARKS-EM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5282	PARKS-GL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5289	CONTRACTED SERVICES	6,000.00	0.00	0.00	6,000.00	1,500.00	4,500.00	75.00
Subtotal for object 52		56,900.00	1,282.94	9,397.23	47,502.77	11,730.85	35,771.92	
100.140.5334	PARKS-OPERATING SUP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5381	PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		0.00	0.00	0.00	0.00	0.00	0.00	
100.140.5415	PARKS-PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5416	PARKS-SENIORS PROGR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5425	PARKS-FESTIVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.140.5426	PARKS-BEAUTIFICATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 54		0.00	0.00	0.00	0.00	0.00	0.00	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
* Dept 140		56,900.00	1,282.94	9,397.23	47,502.77	11,730.85	35,771.92	
** 100 GENERAL FUND		5,694,500.00	770,361.61	2,493,467.89	3,201,032.11	164,381.29	3,036,650.82	
201.201.5111	FIRE-SALARIES/WAGES	1,445,000.00	125,453.11	449,728.96	995,271.04	0.00	995,271.04	68.88
201.201.5113	FIRE-PART-TIME WAGE	392,000.00	29,290.30	114,495.52	277,504.48	0.00	277,504.48	70.79
201.201.5114	FIRE-OVERTIME	77,000.00	9,751.55	19,572.39	57,427.61	0.00	57,427.61	74.58
201.201.5116	FIRE-HOLIDAY PAY	37,000.00	0.00	0.00	37,000.00	0.00	37,000.00	100.00
201.201.5117	FIRE-OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5119	RETIREMENT PAYOUT	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00	100.00
201.201.5121	FIRE PENSION	375,000.00	26,926.65	109,770.99	265,229.01	0.00	265,229.01	70.73
201.201.5122	FIRE-WC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5123	FIRE-HI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5125	FIRE-ME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5127	FIRE-SS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5128	FIRE-SUN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5131	FIRE-WORKERS COMP	56,150.00	2,322.02	13,019.02	43,130.98	4,644.04	38,486.94	68.54
201.201.5141	FIRE-HEALTH INSUR	356,600.00	17,068.38	76,714.76	279,885.24	0.00	279,885.24	78.49
201.201.5143	HEALTH INSUR DEDUCT	21,500.00	0.00	9,282.00	12,218.00	0.00	12,218.00	56.83
201.201.5151	FIRE-LIFE INSUR	2,075.00	144.00	459.00	1,616.00	54.00	1,562.00	75.28
201.201.5161	FIRE-MEDICARE	27,500.00	2,325.30	8,206.16	19,293.84	0.00	19,293.84	70.16
201.201.5162	FIRE-FICA	22,000.00	1,597.00	6,278.95	15,721.05	0.00	15,721.05	71.46
201.201.5171	FIRE-UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 51		2,846,825.00	214,878.31	807,527.75	2,039,297.25	4,698.04	2,034,599.21	
201.201.5211	FIRE-POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5212	FIRE-UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5213	FIRE-COMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5215	AUDITOR/TREAS FEES/	11,057.00	7,333.26	7,333.26	3,723.74	0.00	3,723.74	33.68
201.201.5222	FIRE-PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5223	INSURANCE/BONDS	47,940.00	140.00	140.00	47,800.00	0.00	47,800.00	99.71
201.201.5230	FIRE-CS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5231	FIRE-TR FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5233	CLOTHING/UNIFORMS	15,500.00	0.00	1,128.45	14,371.55	6,621.55	7,750.00	50.00
201.201.5235	PROTECTIVE CLOTHING	20,000.00	2,380.00	3,640.00	16,360.00	6,360.00	10,000.00	50.00
201.201.5237	OPERATING SUPPLIES	9,000.00	303.34	3,285.06	5,714.94	3,974.94	1,740.00	19.33
201.201.5238	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5239	EMPLOYEE PHYSICALS	5,828.00	0.00	2,149.00	3,679.00	1,751.00	1,928.00	33.08
201.201.5241	FIRE-EDUCATION/TRAI	8,700.00	0.00	761.14	7,938.86	3,588.86	4,350.00	50.00
201.201.5242	FIRE-TRAVEL/TRANSP	1,000.00	268.40	268.40	731.60	0.00	731.60	73.16
201.201.5246	FIRE-SUBSCRIPTS/MEM	41,148.00	621.90	18,483.40	22,664.60	516.60	22,148.00	53.83
201.201.5251	FIRE-SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5252	FACILITY/GROUND MAI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5253	FIRE-VEHICLE MAINT	2,956.00	39.75	1,086.60	1,869.40	152.40	1,717.00	58.09
201.201.5254	FIRE-VEHICLE MAINT-	40,000.00	3,471.05	6,280.93	33,719.07	3,719.07	30,000.00	75.00
201.201.5255	FIRE-EQUIP MAINT	2,500.00	0.00	717.14	1,782.86	532.86	1,250.00	50.00
201.201.5256	FIRE-EQUIP MAINT-OU	9,300.00	93.87	93.87	9,206.13	2,231.13	6,975.00	75.00
201.201.5259	FUEL	35,386.00	4,923.98	12,295.79	23,090.21	3,551.21	19,539.00	55.22
201.201.5261	UTILITIES-ELECTRIC	14,707.00	849.29	3,059.82	11,647.18	640.86	11,006.32	74.84
201.201.5262	UTILITIES-GAS	7,000.00	1,618.60	4,643.75	2,356.25	1,356.25	1,000.00	14.29
201.201.5263	UTILITIES-WATER/SEW	3,900.00	839.63	969.36	2,930.64	5.64	2,925.00	75.00
201.201.5264	UTILITIES-TELECOM	21,638.00	2,122.05	7,185.38	14,452.62	4,135.74	10,316.88	47.68
201.201.5265	UTILITIES-MISC	1,596.00	48.22	183.17	1,412.83	216.83	1,196.00	74.94

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
201.201.5271	FIRE-FM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5272	FIRE-EM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5274	FIRE-VM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5282	FIRE-GL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5284	FIRE-INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5289	CONTRACTED SERVICES	10,000.00	567.53	2,237.86	7,762.14	2,762.14	5,000.00	50.00
Subtotal for object 52		309,156.00	25,620.87	75,942.38	233,213.62	42,117.08	191,096.54	
201.201.5311	FIRE - FUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5321	FIRE-OFFICE SUPPLIE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5324	FIRE-EMS SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5331	FIRE-TOOLS & EQUIPM	12,300.00	0.00	5,179.70	7,120.30	3,970.30	3,150.00	25.61
201.201.5332	EMS BILLING FEES	49,725.00	4,920.52	8,940.06	40,784.94	6,059.94	34,725.00	69.83
201.201.5333	EMS REFUNDS	5,000.00	0.00	0.00	5,000.00	1,250.00	3,750.00	75.00
201.201.5334	EMS MERCHANT CARD E	1,509.00	125.45	397.15	1,111.85	0.00	1,111.85	73.68
201.201.5335	EMS/FIRE SUPPLIES	15,000.00	257.19	2,857.15	12,142.85	4,642.85	7,500.00	50.00
201.201.5338	DISPATCH/RADIO FEES	50,435.00	0.00	20,396.39	30,038.61	25,603.61	4,435.00	8.79
201.201.5339	ANNUAL SAFETY INSPE	500.00	0.00	0.00	500.00	125.00	375.00	75.00
201.201.5342	FIRE-CL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5343	LICENSES & PERMIT F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5345	FIRE - MEDICAL EXPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		134,469.00	5,303.16	37,770.45	96,698.55	41,651.70	55,046.85	
201.201.5511	TOOLS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5515	HEART MONITORS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5521	VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		0.00	0.00	0.00	0.00	0.00	0.00	
201.201.5711	FIRE STA PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5712	FIRE STA INTEREST P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 57		0.00	0.00	0.00	0.00	0.00	0.00	
201.201.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201.201.5920	TRANSFER TO CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 201		3,290,450.00	245,802.34	921,240.58	2,369,209.42	88,466.82	2,280,742.60	
** 201 FIRE FUND		3,290,450.00	245,802.34	921,240.58	2,369,209.42	88,466.82	2,280,742.60	
202.202.5111	STREET-SALARIES/WAG	768,000.00	58,396.32	232,552.78	535,447.22	0.00	535,447.22	69.72
202.202.5114	STREET-OVERTIME	25,000.00	166.80	5,427.93	19,572.07	0.00	19,572.07	78.29
202.202.5117	STREET-OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5119	RETIREMENT PAYOUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5121	STREET-PENSION	112,000.00	8,166.05	33,126.96	78,873.04	0.00	78,873.04	70.42
202.202.5122	STREET-WC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5123	STREET-HI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5124	STREET-LI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5125	STREET-ME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5131	STREET-WORKERS COMP	24,000.00	985.36	5,406.93	18,593.07	1,970.72	16,622.35	69.26

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
202.202.5141	STREET-HEALTH INSUR	287,500.00	17,400.66	69,859.60	217,640.40	0.00	217,640.40	75.70
202.202.5143	HEALTH INSUR DEDUCT	26,600.00	0.00	8,288.00	18,312.00	0.00	18,312.00	68.84
202.202.5151	STREET-LIFE INSUR	911.00	75.60	208.80	702.20	0.00	702.20	77.08
202.202.5161	STREET-MEDICARE	11,600.00	807.98	3,286.40	8,313.60	0.00	8,313.60	71.67
202.202.5171	STREET-UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 51		1,255,611.00	85,998.77	358,157.40	897,453.60	1,970.72	895,482.88	
202.202.5212	STREET-UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5213	STREET-COMMUNICATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5215	AUDITOR TREAS FEES	941.00	940.94	940.94	0.06	0.00	0.06	0.01
202.202.5221	ADVERTISING	2,500.00	362.88	983.81	1,516.19	266.19	1,250.00	50.00
202.202.5222	STREET-PRINTING	750.00	0.00	30.99	719.01	344.01	375.00	50.00
202.202.5223	INSURANCE/BONDS	33,020.00	748.00	748.00	32,272.00	0.00	32,272.00	97.73
202.202.5230	STREET-CS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5233	CLOTHING/UNIFORMS	7,500.00	449.10	1,610.44	5,889.56	2,139.56	3,750.00	50.00
202.202.5237	OPERATING SUPPLIES	7,500.00	754.26	2,435.08	5,064.92	1,939.92	3,125.00	41.67
202.202.5239	EMPLOYEE PHYSICALS	500.00	0.00	0.00	500.00	125.00	375.00	75.00
202.202.5241	STREET-EDUCATION/TR	7,500.00	-567.72	-286.47	7,786.47	2,161.47	5,625.00	75.00
202.202.5242	STREET-TRAVEL/TRANS	2,500.00	0.00	0.00	2,500.00	625.00	1,875.00	75.00
202.202.5246	SUBSCRIPTS/MEMBERSH	13,500.00	100.00	10,185.00	3,315.00	3,315.00	0.00	0.00
202.202.5251	FACILITY/GD MNT-IN	12,000.00	578.69	908.39	11,091.61	2,091.61	9,000.00	75.00
202.202.5252	FACILITY/GD MNT-OUT	50,000.00	4,160.78	8,191.54	41,808.46	10,410.46	31,398.00	62.80
202.202.5253	STREET-VEH MNT-IN	5,000.00	126.93	1,334.96	3,665.04	1,165.04	2,500.00	50.00
202.202.5254	STREET-VEH MNT-OUTS	25,000.00	2,123.49	4,178.38	20,821.62	7,701.26	13,120.36	52.48
202.202.5255	STREET-EQ MAINT-IN	20,000.00	7,244.51	9,014.64	10,985.36	5,985.36	5,000.00	25.00
202.202.5256	STREET-EQ MAINT-OUT	20,240.00	2,223.36	4,497.21	15,742.79	7,352.79	8,390.00	41.45
202.202.5259	FUEL	35,000.00	6,141.53	15,518.05	19,481.95	2,231.95	17,250.00	49.29
202.202.5261	UTILITIES-ELECTRIC	7,500.00	346.83	1,257.54	6,242.46	353.52	5,888.94	78.52
202.202.5262	UTILITIES-GAS	5,500.00	866.55	3,478.52	2,021.48	1,368.23	653.25	11.88
202.202.5263	UTILITIES-WATER/SEW	1,000.00	194.78	327.19	672.81	55.22	617.59	61.76
202.202.5264	UTILITIES-TELECOM	15,000.00	1,413.61	4,857.13	10,142.87	2,732.72	7,410.15	49.40
202.202.5265	UTILITIES-MISC	221.00	20.27	80.93	140.07	34.98	105.09	47.55
202.202.5269	STREET-MS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5271	STREET-FM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5272	STREET-EM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5274	STREET-VM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5276	STREET-SM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5280	STREET-TC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5281	INTERNAL ENGINEERIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5282	STREET-GENERAL LIAB	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5284	STREET-INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5286	EXTERNAL ENGINEERIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5289	CONTRACTED SERVICES	179,059.00	33,632.23	39,254.25	139,804.75	94,895.75	44,909.00	25.08
202.202.5290	STREET CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 52		451,731.00	61,861.02	109,546.52	342,184.48	147,295.04	194,889.44	
202.202.5311	STREET-FUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5321	STREET-OFFICE SUPPL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5331	STREET-TOOLS/SM EQU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5334	STREET-OPERATING EX	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5337	STREET-MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5338	DISPATCH/RADIO FEES	5,554.00	0.00	0.00	5,554.00	2,776.00	2,778.00	50.02

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance....	Unencumbered...	% Rema
202.202.5339	EQUIPMENT PARTS & S							
202.202.5342	ROAD SALT	70,000.00	0.00	0.00	0.00	11,952.21	40,391.64	57.70
202.202.5343	LICENSES & PERMIT F	2,500.00	0.00	17,656.15	52,343.85	1,250.00	1,250.00	50.00
202.202.5344	DUMPING FEES	3,000.00	336.70	0.00	2,500.00	1,673.95	882.41	29.41
202.202.5345	SIGNAL MAINT-LOCAL	0.00	0.00	443.64	2,556.36	0.00	0.00	0.00
202.202.5346	SIGNALS-LOCAL ELECT	10,440.00	778.97	2,657.24	7,782.76	498.40	7,284.36	69.77
202.202.5347	SIGNAL/TRAFFIC CONT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5348	BRIDGE INSPECTION F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5349	CONTRACTED REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5355	REIMBURSABLE REPAIR	50,000.00	0.00	567.75	49,432.25	11,932.25	37,500.00	75.00
202.202.5357	PROP DAMAGE REPAIRS	25,000.00	7,360.00	7,510.00	17,490.00	4,990.00	12,500.00	50.00
202.202.5371	CONSTRUCTION MATERI	40,000.00	5,948.51	11,519.74	28,480.26	8,480.26	20,000.00	50.00
202.202.5372	PARTS & ACCESSORIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5373	RENTS & LEASES - TE	5,000.00	0.00	170.00	4,830.00	4,830.00	0.00	0.00
202.202.5374	SAFETY SUPPLIES	3,000.00	237.00	237.00	2,763.00	1,263.00	1,500.00	50.00
Subtotal for object 53		214,494.00	14,661.18	40,761.52	173,732.48	49,646.07	124,086.41	
202.202.5511	TOOLS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5522	HEAVY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		0.00	0.00	0.00	0.00	0.00	0.00	
202.202.5642	WATER MAIN BREAK CO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5643	STORMWATER ENHANCEM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 56		0.00	0.00	0.00	0.00	0.00	0.00	
202.202.5711	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5712	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5741	WPCLF LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 57		0.00	0.00	0.00	0.00	0.00	0.00	
202.202.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202.202.5920	TRANSFER TO CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 59		0.00	0.00	0.00	0.00	0.00	0.00	
* Dept 202		1,921,836.00	162,520.97	508,465.44	1,413,370.56	198,911.83	1,214,458.73	
** 202 STREET FUND		1,921,836.00	162,520.97	508,465.44	1,413,370.56	198,911.83	1,214,458.73	
203.203.5111	POLICE-SALARIES/WAG	2,470,000.00	187,638.16	773,157.14	1,696,842.86	0.00	1,696,842.86	68.70
203.203.5113	POLICE PART-TIME WA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5114	POLICE-OVERTIME	100,000.00	6,270.39	33,992.22	66,007.78	0.00	66,007.78	66.01
203.203.5115	COMP TIME PAY-OUT	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
203.203.5116	HOLIDAY PAY	67,155.00	0.00	16,225.49	50,929.51	0.00	50,929.51	75.84
203.203.5117	POLICE - OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5119	RETIREMENT PAYOUT	54,000.00	0.00	0.00	54,000.00	0.00	54,000.00	100.00
203.203.5121	POLICE-PENSION	512,000.00	40,612.84	161,321.17	350,678.83	0.00	350,678.83	68.49
203.203.5122	POLICE-WC	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
203.203.5123	POLICE-HI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5125	POLICE-ME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5128	POL-UN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5131	POLICE-WORKERS COMP	80,000.00	3,624.41	19,339.38	60,660.62	7,248.82	53,411.80	66.76
203.203.5141	POLICE-HEALTH INSUR	629,300.00	41,665.07	166,836.62	462,463.38	0.00	462,463.38	73.49
203.203.5143	HEALTH INSUR DEDUCT	25,000.00	0.00	5,782.00	19,218.00	0.00	19,218.00	76.87
203.203.5151	POLICE-LIFE INSUR	3,600.00	276.48	847.44	2,752.56	9.00	2,743.56	76.21
203.203.5161	POLICE-MEDICARE	38,500.00	2,682.63	11,423.02	27,076.98	0.00	27,076.98	70.33
203.203.5171	POLICE-UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 51		4,009,555.00	282,769.98	1,188,924.48	2,820,630.52	7,257.82	2,813,372.70	
203.203.5211	POLICE-POSTAGE	1,933.00	359.45	410.21	1,522.79	1,067.79	455.00	23.54
203.203.5212	POLICE-UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5215	AUDITOR/TREAS FEES/	19,666.00	12,864.02	12,864.02	6,801.98	0.00	6,801.98	34.59
203.203.5222	PRINTING	1,500.00	0.00	172.00	1,328.00	203.00	1,125.00	75.00
203.203.5223	INSURANCE/BONDS	56,619.00	175.00	175.00	56,444.00	0.00	56,444.00	99.69
203.203.5230	POLICE-CS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5233	CLOTHING/UNIFORMS	15,000.00	2,131.45	6,851.12	8,148.88	648.88	7,500.00	50.00
203.203.5237	OPERATING SUPPLIES	16,500.00	1,089.11	8,332.35	8,167.65	2,411.93	5,755.72	34.88
203.203.5239	EMPLOYEE PHYSICALS	2,000.00	0.00	180.00	1,820.00	320.00	1,500.00	75.00
203.203.5241	POLICE-EDUC/TRAININ	11,000.00	550.00	1,465.00	9,535.00	1,285.00	8,250.00	75.00
203.203.5242	POLICE-TRAVEL/TRANS	2,500.00	0.00	0.00	2,500.00	625.00	1,875.00	75.00
203.203.5244	TUITION REIMB-SGT	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
203.203.5245	TUITION REIMB-PATR	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
203.203.5246	SUBSCRIPTS/MEMBERSH	1,500.00	0.00	395.00	1,105.00	30.00	1,075.00	71.67
203.203.5251	POLICE-SUBS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5252	FACILITY/GROUND MAI	500.00	0.00	60.00	440.00	65.00	375.00	75.00
203.203.5253	POLICE- VEHICLE MAI	500.00	0.00	45.46	454.54	79.54	375.00	75.00
203.203.5254	POLICE-VEHICLE MAIN	47,000.00	8,006.88	18,212.53	28,787.47	5,287.47	23,500.00	50.00
203.203.5255	POLICE-EQUIP MAINT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5256	EQUIP MAINT-OUTSOUR	2,485.00	0.00	258.88	2,226.12	241.12	1,985.00	79.88
203.203.5259	FUEL	67,802.00	6,828.01	12,648.51	55,153.49	21,251.99	33,901.50	50.00
203.203.5261	UTILITIES-ELECTRIC	6,100.00	438.94	1,871.19	4,228.81	61.06	4,167.75	68.32
203.203.5262	UTILITIES-GAS	2,000.00	256.65	1,469.27	530.73	530.73	0.00	0.00
203.203.5263	UTILITIES-WATER/SEW	1,627.00	363.74	363.74	1,263.26	42.26	1,221.00	75.05
203.203.5264	UTILITIES-TELECOM	32,030.00	2,707.42	8,993.06	23,036.94	6,013.94	17,023.00	53.15
203.203.5265	UTILITIES-MISC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5272	POLICE- EM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5274	POLICE-VM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5282	POLICE-GL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5284	GRANT DE-OBLIGATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5289	CONTRACTED SERVICES	91,000.00	3,996.43	12,315.78	78,684.22	10,434.22	68,250.00	75.00
Subtotal for object 52		383,262.00	39,767.10	87,083.12	296,178.88	50,598.93	245,579.95	
203.203.5311	POLICE-FUEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5334	POLICE-OS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5338	DISPATCH/RADIO FEES	260,400.00	0.00	125,292.11	135,107.89	1,457.89	133,650.00	51.32
203.203.5342	POLICE-CL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5343	LICENSES & PERMIT F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203.203.5352	K-9 EXPENSES	1,000.00	0.00	0.00	1,000.00	250.00	750.00	75.00
203.203.5353	PRISONER MEDICAL CA	300.00	0.00	0.00	300.00	150.00	150.00	50.00
203.203.5361	DETECTIVE SUPPLIES	1,500.00	0.00	119.76	1,380.24	380.24	1,000.00	66.67

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
209.209.5557	SPAULDING ROAD RESU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		0.00	0.00	0.00	0.00	0.00	0.00	
209.209.5641	THOROUGHFARE MAINT-	260,000.00	0.00	0.00	260,000.00	233,400.00	26,600.00	10.23
209.209.5655	THOROUGHFARE MAINT-	90,000.00	0.00	0.00	90,000.00	0.00	90,000.00	100.00
209.209.5656	ROAD EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 56		350,000.00	0.00	0.00	350,000.00	233,400.00	116,600.00	
209.209.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209.209.5910	TRANSFER TO OTHER F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209.209.5911	TRANSFER TO OTHER F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 59		0.00	0.00	0.00	0.00	0.00	0.00	
* Dept 209		350,000.00	0.00	0.00	350,000.00	233,400.00	116,600.00	
** 209	PERMISSIVE TAX FUND	350,000.00	0.00	0.00	350,000.00	233,400.00	116,600.00	
210.210.5289	OPWC CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
210.210.5711	LOAN PRINCIPAL	2,985.00	0.00	0.00	2,985.00	0.00	2,985.00	100.00
210.210.5712	LOAN INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 57		2,985.00	0.00	0.00	2,985.00	0.00	2,985.00	
210.210.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
210.210.5910	TRANSFER TO OTHER F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 210		2,985.00	0.00	0.00	2,985.00	0.00	2,985.00	
** 210	OPWC UNION SCHOOLHOUSE RD	2,985.00	0.00	0.00	2,985.00	0.00	2,985.00	
211.211.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212.212.5212	ASSESS - UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212.212.5215	AUDITOR/TREAS FEES	10,000.00	8,009.36	8,009.36	1,990.64	0.00	1,990.64	19.91
Subtotal for object 52		10,000.00	8,009.36	8,009.36	1,990.64	0.00	1,990.64	
212.212.5375	TRASH COLLECTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212.212.5378	STREET LIGHTS	120,000.00	18,800.00	37,600.00	82,400.00	18,800.00	63,600.00	53.00
212.212.5379	ESID DISTRIBUTION	75,500.00	37,675.00	37,675.00	37,825.00	0.00	37,825.00	50.10
Subtotal for object 53		195,500.00	56,475.00	75,275.00	120,225.00	18,800.00	101,425.00	
212.212.5810	ADVANCES OUT	0.00	50,000.00	50,000.00	-50,000.00	0.00	-50,000.00	000.00
212.212.5911	TRANSFER TO OTHER F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 212		205,500.00	114,484.36	133,284.36	72,215.64	18,800.00	53,415.64	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance....	Unencumbered... % Remo
** 212 GENERAL ASSESSMENTS		205,500.00	114,484.36	133,284.36	72,215.64	18,800.00	53,415.64
213.213.5289	OPWC CONSTRUCTION	10,700.00	0.00	0.00	10,700.00	0.00	10,700.00 100.00
213.213.5711	LOAN PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00 0.00
213.213.5712	LOAN INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 0.00
Subtotal for object 57		0.00	0.00	0.00	0.00	0.00	0.00
213.213.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00 0.00
213.213.5910	TRANSFER TO OTHER F	0.00	0.00	0.00	0.00	0.00	0.00 0.00
* Dept 213		10,700.00	0.00	0.00	10,700.00	0.00	10,700.00
** 213 OPWC VALLEY PIKE FUND		10,700.00	0.00	0.00	10,700.00	0.00	10,700.00
214.214.5289	OPWC CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00 0.00
214.214.5711	LOAN PAYMENT	18,538.00	0.00	0.00	18,538.00	0.00	18,538.00 100.00
214.214.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00 0.00
* Dept 214		18,538.00	0.00	0.00	18,538.00	0.00	18,538.00
** 214 OPWC NEEDMORE RD FUND		18,538.00	0.00	0.00	18,538.00	0.00	18,538.00
215.215.5231	EDGE - PROFESSIONAL	0.00	0.00	0.00	0.00	0.00	0.00 0.00
215.215.5289	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00 0.00
Subtotal for object 52		0.00	0.00	0.00	0.00	0.00	0.00
215.215.5334	RTA BUS SHELTER PRO	0.00	0.00	0.00	0.00	0.00	0.00 0.00
215.215.5336	EDGE PROJECT	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00 100.00
215.215.5337	EDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00 0.00
215.215.5338	EDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00 0.00
Subtotal for object 53		50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
215.215.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00 0.00
215.215.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00 0.00
* Dept 215		50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
** 215 COUNTY GRANT FUND		50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
216.216.5215	AUDITOR/TREAS FEES	750.00	491.69	491.69	258.31	0.00	258.31 34.44
216.216.5514	CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00 0.00
216.216.5711	TIF REIMB PRINCIPAL	52,050.00	0.00	0.00	52,050.00	0.00	52,050.00 100.00
216.216.5712	TIF REIMB INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance...	Unencumbered...	% Rem
	Subtotal for object 57	52,050.00	0.00	0.00	52,050.00	0.00	52,050.00	
216.216.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 216		52,800.00	491.69	491.69	52,308.31	0.00	52,308.31	
** 216 BRANTWOOD II SUBDIVISION FUND		52,800.00	491.69	491.69	52,308.31	0.00	52,308.31	
218.218.5215	AUDITOR/TREAS FEES	1,250.00	886.90	886.90	363.10	0.00	363.10	29.05
218.218.5217	REAL ESTATE TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 52		1,250.00	886.90	886.90	363.10	0.00	363.10	
218.218.5514	BRANTWOOD-CAPITAL I	0.00	0.00	0.00	0.00	0.00	0.00	0.00
218.218.5711	TIF REIMB PRINCIPAL	94,750.00	0.00	0.00	94,750.00	0.00	94,750.00	100.00
218.218.5712	TIF REIMB INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 57		94,750.00	0.00	0.00	94,750.00	0.00	94,750.00	
218.218.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 218		96,000.00	886.90	886.90	95,113.10	0.00	95,113.10	
** 218 BRANTWOOD SUBDIVISION FUND		96,000.00	886.90	886.90	95,113.10	0.00	95,113.10	
219.219.5237	DRUG LAW-OPERATING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
219.219.5334	OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
219.219.5378	DRUG LAW-UNDERCOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		0.00	0.00	0.00	0.00	0.00	0.00	
219.219.5512	DRUG LAW-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
219.219.5514	CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		0.00	0.00	0.00	0.00	0.00	0.00	
219.219.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 219		0.00	0.00	0.00	0.00	0.00	0.00	
** 219 DRUG LAW FUND		0.00	0.00	0.00	0.00	0.00	0.00	
223.223.5230	CDBG-CONTRACTED SER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
223.223.5391	CDBG-COMMUNITY PARK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
223.223.5392	REBUILD DAYTON	0.00	0.00	0.00	0.00	0.00	0.00	0.00
223.223.5393	NUISANCE DEMOLITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
223.223.5394	PROPERTY ACQ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 53		0.00	0.00	0.00	0.00	0.00	0.00	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
** 229	FEDERAL TRANSPORTATION GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
231.231.5237	STATE LAW ENF-OPERA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
231.231.5378	STATE LAW ENF-UNDER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
231.231.5512	STATE LAW ENF-EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 231		0.00	0.00	0.00	0.00	0.00	0.00	0.00
** 231	STATE LAW ENFORCEMENT TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
232.232.5237	FED EQUIT SHARE-OPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
232.232.5378	FED EQUIT SHARE-UND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
232.232.5512	FED EQUIT SHARE-EQU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 232		0.00	0.00	0.00	0.00	0.00	0.00	0.00
** 232	FEDERAL EQUITABLE SHARING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
233.233.5237	GANG LAW-OPERATING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
233.233.5378	GANG LAW-UNDERCOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
233.233.5512	GANG LAW-EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 233		0.00	0.00	0.00	0.00	0.00	0.00	0.00
** 233	CRIMINAL GANG LAW ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
236.236.5291	CARES CORONAVIRUS E	0.00	0.00	0.00	0.00	0.00	0.00	0.00
236.236.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 236		0.00	0.00	0.00	0.00	0.00	0.00	0.00
** 236	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
237.237.5286	TECHNICAL ASSIST	25,000.00	12,500.00	12,500.00	12,500.00	12,500.00	0.00	0.00
237.237.5287	CONSTRUCT INSPECTIO	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00
237.237.5291	ARP FISCAL RECOVERY	57,000.00	0.00	0.00	57,000.00	42,835.58	14,164.42	24.85
237.237.5292	ARP - EASTMAN STORM	108,700.00	0.00	0.00	108,700.00	0.00	108,700.00	100.00
237.237.5293	ARP - LYNNHAVEN STO	98,500.00	0.00	0.00	98,500.00	0.00	98,500.00	100.00
237.237.5294	ARP - MEYER STORMWA	56,100.00	0.00	0.00	56,100.00	0.00	56,100.00	100.00
237.237.5295	ARP - W SPGFLD STOR	379,000.00	0.00	379,000.00	0.00	0.00	0.00	0.00
Subtotal for object 52		744,300.00	32,500.00	411,500.00	332,800.00	55,335.58	277,464.42	
237.237.5910	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 237		744,300.00	32,500.00	411,500.00	332,800.00	55,335.58	277,464.42	

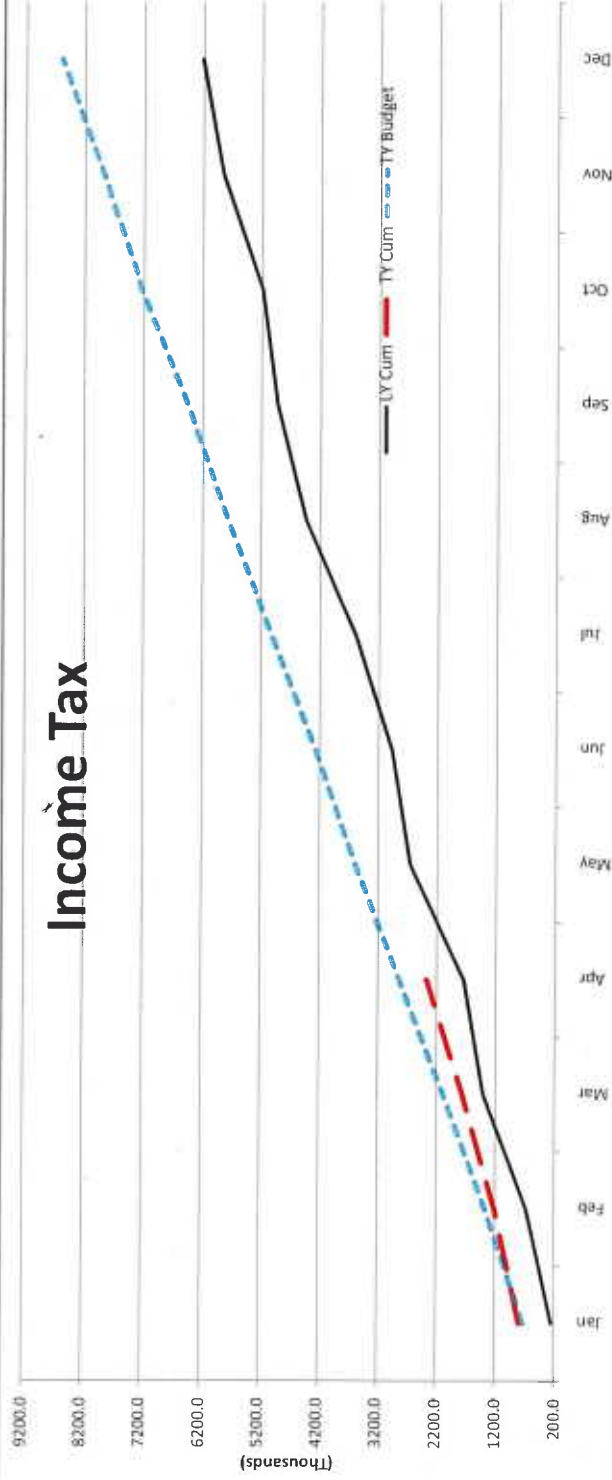
Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
** 237	LOCAL FISCAL RECOVERY FUND	744,300.00	32,500.00	411,500.00	332,800.00	55,335.58	277,464.42	
300.300.5711	BOND PRINCIPAL	97,515.00	0.00	16,145.41	81,369.59	0.00	81,369.59	83.44
300.300.5712	BOND INTEREST	16,442.00	0.00	1,481.73	14,960.27	0.00	14,960.27	90.99
	Subtotal for object 57	113,957.00	0.00	17,627.14	96,329.86	0.00	96,329.86	
* Dept 300		113,957.00	0.00	17,627.14	96,329.86	0.00	96,329.86	
** 300 G.O. DEBT RETIREMENT		113,957.00	0.00	17,627.14	96,329.86	0.00	96,329.86	
402.402.5211	POSTAGE	200.00	0.00	0.00	200.00	0.00	200.00	100.00
402.402.5217	TAXES-CITY PROPERTY	154,000.00	0.00	72,682.67	81,317.33	0.00	81,317.33	52.80
402.402.5221	ADVERTISING	3,930.00	0.00	0.00	3,930.00	0.00	3,930.00	100.00
402.402.5223	INSURANCE/BONDS	23,002.00	0.00	0.00	23,002.00	0.00	23,002.00	100.00
402.402.5225	CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402.402.5252	FACILITY/GROUND MAI	250,879.00	24,686.17	45,595.30	205,283.70	74,404.70	130,879.00	52.17
402.402.5261	UTILITIES-ELECTRIC	204,930.00	22,035.83	38,806.80	166,123.20	61,193.20	104,930.00	51.20
402.402.5262	UTILITIES-GAS	30,000.00	3,883.48	14,250.71	15,749.29	6,116.52	9,632.77	32.11
402.402.5263	UTILITIES-WATER/SEW	15,000.00	0.00	2,984.30	12,015.70	1,015.70	11,000.00	73.33
402.402.5264	UTILITIES-TELECOM	8,000.00	915.93	2,094.49	5,905.51	1,905.51	4,000.00	50.00
402.402.5265	UTILITIES-MISC	8,650.00	466.16	1,734.48	6,915.52	2,265.52	4,650.00	53.76
402.402.5281	INTERNAL ENGINEERIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402.402.5283	ARCHITECT/PLANNING	10,000.00	0.00	440.00	9,560.00	4,560.00	5,000.00	50.00
402.402.5286	MANAGEMENT FEES	40,000.00	2,500.00	7,500.00	32,500.00	10,000.00	22,500.00	56.25
402.402.5287	COMMISSIONS DUE	50,000.00	13,476.00	13,476.00	36,524.00	6,524.00	30,000.00	60.00
402.402.5289	CONTRACTED SERVICES	31,181.00	94.42	283.80	30,897.20	0.00	30,897.20	99.09
	Subtotal for object 52	829,772.00	68,057.99	199,848.55	629,923.45	167,985.15	461,938.30	
402.402.5316	LEGAL EXP	35,000.00	1,621.50	5,990.50	29,009.50	10,009.50	19,000.00	54.29
402.402.5515	TENANT IMPROVEMENTS	200,000.00	0.00	0.00	200,000.00	120,000.00	80,000.00	40.00
402.402.5516	HARSHMN BLDG IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402.402.5521	BUILDING IMPROVEMEN	350,000.00	0.00	0.00	350,000.00	30,000.00	320,000.00	91.43
	Subtotal for object 55	550,000.00	0.00	0.00	550,000.00	150,000.00	400,000.00	
402.402.5711	PRINCIPAL PAYMENT	5,060,000.00	0.00	5,060,000.00	0.00	0.00	0.00	0.00
402.402.5712	INTEREST PAYMENT	45,540.00	0.00	44,152.01	1,387.99	0.00	1,387.99	3.05
	Subtotal for object 57	5,105,540.00	0.00	5,104,152.01	1,387.99	0.00	1,387.99	
402.402.5911	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 402		6,520,312.00	69,679.49	5,309,991.06	1,210,320.94	327,994.65	882,326.29	
** 402 WRIGHT POINT FUND		6,520,312.00	69,679.49	5,309,991.06	1,210,320.94	327,994.65	882,326.29	
404.404.5221	ADVERTISING/MARKETI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
404.404.5289	CONTRACTED SERVICES	3,000.00	0.00	0.00	3,000.00	750.00	2,250.00	75.00
	Subtotal for object 52	3,000.00	0.00	0.00	3,000.00	750.00	2,250.00	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
702.702.5316	MISC PAVING (AIRWAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5317	EASTMAN CONSTRUCTIO	614,323.00	0.00	0.00	614,323.00	475,348.10	138,974.90	22.62
702.702.5318	OLENTANGY BRIDGE CO	50,000.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00
Subtotal for object 53		704,323.00	0.00	0.00	704,323.00	525,348.10	178,974.90	
702.702.5511	NEEDMORE MILL/FILL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5512	LYNNHAVEN PLAT ENGI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5513	BURKHARDT/LINDEN SP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5514	NEEDMORE MILL/FILL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5515	EASTMAN ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5516	INTERNAL ENGINEERIN	50,000.00	6,316.12	6,316.12	43,683.88	3,683.88	40,000.00	80.00
702.702.5517	EXTERNAL ENGINEERIN	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
702.702.5518	HARSHMAN WALL 7YR F	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5519	GRANT APPLICATIONS	15,000.00	0.00	0.00	15,000.00	3,000.00	12,000.00	80.00
702.702.5520	SPINNING ROAD AMEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5521	BURKHARDT WOODMAN R	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5522	PEDESTRIAN CROSSING	170,000.00	3,264.00	3,264.00	166,736.00	1,836.00	164,900.00	97.00
702.702.5523	HARSHMAN WALL REPAI	250,000.00	3,538.58	3,538.58	246,461.42	461.42	246,000.00	98.40
702.702.5524	LYNNHAVEN MEYER CON	1,449,650.00	0.00	0.00	1,449,650.00	1,398,607.00	51,043.00	3.52
702.702.5525	SPINNING (EASTMAN B	124,500.00	0.00	0.00	124,500.00	81,500.00	43,000.00	34.54
702.702.5526	SPINNING ROW ACQ (L	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00	100.00
702.702.5527	WOODMAN PH 4 TID SE	250,000.00	0.00	0.00	250,000.00	250,000.00	0.00	0.00
702.702.5529	W SPGFLD CONSTRUCTI	383,817.00	0.00	102,251.00	281,566.00	0.00	281,566.00	73.36
Subtotal for object 55		2,752,967.00	13,118.70	115,369.70	2,637,597.30	1,739,088.30	898,509.00	
702.702.5810	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702.702.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 702		3,537,290.00	14,753.95	124,092.93	3,413,197.07	2,279,727.17	1,133,469.90	
** 702 CAPITAL INFRASTRUCTURE FUND		3,537,290.00	14,753.95	124,092.93	3,413,197.07	2,279,727.17	1,133,469.90	
703.703.5501	CAPITAL-ADMIN	150,400.00	0.00	423.36	149,976.64	0.00	149,976.64	99.72
703.703.5511	CAPITAL-FIRE DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
703.703.5521	CAPITAL-SERVICE DEP	60,245.00	0.00	0.00	60,245.00	60,232.56	12.44	0.02
703.703.5531	CAPITAL-POLICE DEPT	111,000.00	0.00	0.00	111,000.00	0.00	111,000.00	100.00
703.703.5541	PARK PLAYGRND/SAND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
703.703.5585	IT UPGRADES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal for object 55		321,645.00	0.00	423.36	321,221.64	60,232.56	260,989.08	
703.703.5711	LOAN PAYMT-2021 AMB	56,500.00	0.00	28,249.46	28,250.54	0.00	28,250.54	50.00
703.703.5712	LOAN PAYMT-FIRE ENG	111,960.00	0.00	55,976.45	55,983.55	0.00	55,983.55	50.00
703.703.5713	LOAN PAYMT-TURNOUT	12,140.00	0.00	0.00	12,140.00	0.00	12,140.00	100.00
703.703.5714	LOAN PAYMT-2022 AMB	57,610.00	0.00	57,609.11	0.89	0.00	0.89	0.00
703.703.5721	LOAN PAYMT-STREET P	38,600.00	0.00	19,273.11	19,326.89	0.00	19,326.89	50.07
703.703.5722	LOAN PAYMT-ST SWEEP	47,085.00	0.00	23,541.34	23,543.66	0.00	23,543.66	50.00
703.703.5723	LOAN PAYMT-DUMP TRK	14,175.00	0.00	0.00	14,175.00	0.00	14,175.00	100.00
703.703.5724	LOAN PAYMT-3 DUMP T	35,300.00	0.00	35,295.52	4.48	0.00	4.48	0.01
703.703.5725	LOAN PAYMT-BACKHOE	19,760.00	0.00	19,755.06	4.94	0.00	4.94	0.03
703.703.5731	LOAN PAYMT-CRUISER	14,300.00	0.00	0.00	14,300.00	0.00	14,300.00	100.00

Account.....	Description.....	Revised app....	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Remn
703.703.5741	NOTE PAYMT - COF	52,900.00	0.00	0.00	52,900.00	0.00	52,900.00	100.00
703.703.5745	OPWC LOAN E SPGFID	56,250.00	0.00	0.00	56,250.00	0.00	56,250.00	100.00
703.703.5746	OPWC LOAN W SPGFID	11,000.00	0.00	0.00	11,000.00	0.00	11,000.00	100.00
703.703.5751	BOND PAYMT - E SPGF	69,900.00	0.00	0.00	69,900.00	0.00	69,900.00	100.00
703.703.5752	BOND PAYMT - 2022 P	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
Subtotal for object 57		697,480.00	0.00	239,700.05	457,779.95	0.00	457,779.95	
* Dept 703		1,019,125.00	0.00	240,123.41	779,001.59	60,232.56	718,769.03	
** 703 CAPITAL EQUIP IMPROVEMENT FD		1,019,125.00	0.00	240,123.41	779,001.59	60,232.56	718,769.03	
803.803.5310	RESERVE ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
803.803.5910	TRANSFERS TO OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 803		0.00	0.00	0.00	0.00	0.00	0.00	
** 803 CONTINGENCY RESERVE FUND		0.00	0.00	0.00	0.00	0.00	0.00	
804.804.5379	RELEASE DEPOSIT	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
999.999.5999	CAPITAL EQUIPMENT -	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***		33,763,489.00	2,111,585.88	13,017,303.22	20,746,185.78	3,521,175.06	17,225,010.72	

INCOME TAX CHARTS

Income Tax



Month	Target	Tax 2021	Tax 2022	LY Cum	TY Cum	TY Budget	Variance
Jan	716.7	241.5	783.7	241.5	783.7	716.7	\$67.00
Feb	648.4	438.1	418.7	679.6	1202.4	1365.1	(\$162.70)
Mar	716.7	726.6	550.7	1406.2	1753.1	2081.8	(\$328.70)
Apr	750.8	340.7	612.9	1746.9	2366.0	2832.6	(\$466.60)
May	750.8	907.5		2654.4		3583.4	
Jun	682.5	320.6		2975.0		4265.9	
Jul	750.8	624.4		3599.4		5016.7	
Aug	750.8	846.1		4445.5		5767.5	
Sep	682.5	484.1		4929.6		6450.0	
Oct	784.9	253.6		5183.2		7234.9	
Nov	648.4	678.1		5861.3		7883.3	
Dec	716.7	352.4		6213.7		8600.0	
YTD	8,600.0	6,213.7	2,366.0				

Values in 1,000s

CITY OF RIVERSIDE - INCOME TAX COLLECTION SCORECARD

INCOME (\$000)

Tax Year 2020													
Days Collected													
Tax Category	21	19	21	22	22	20	22	22	20	23	19	21	252
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
WITHHOLDING	385.0	282.9	336.8	276.9	344.8		237.4	371.5		918.4	395.0	385.5	3934.1
INDIVIDUAL	58.7	47.5	70.5	151.8	180.7		68.4	72.4		444.6	95.7	52.8	1243.061
NET PROFIT	12.5	24.6	14.3	31.7	16.2	3.0	10.6	23.9	3.4	124.7	17.3	4.4	286.7
Credit	32.4	22.0	56.3	134.8	156.7	53.8	57.2	219.1	54.9	63.3	74.9	43.9	999.446
1.0 % GenTax	314.9	236.7	281.0	215.6	211.0	394.9	323.5	390.5	198.4	591.5	229.3	443.1	3830.5
0.5 % P/F Tax	141.3	118.3	140.5	107.8	105.5	197.4	161.7	195.2	99.2	295.7	114.6	221.5	1898.8
TOTAL	466.2	365.0	421.5	323.4	316.5	592.4	485.3	585.7	297.7	887.2	343.9	664.6	5729.4716
Target Amount	560.1	506.7	590.1	598.8	598.8	533.4	586.8	586.8	533.4	613.4	506.7	560.1	26.7
Month Variance	-103.9	-151.7	-138.5	-263.4	-270.3	59.0	-101.5	-1.1	-235.7	273.6	-182.8	104.5	8721.0
YTD	466.2	811.2	1232.8	1556.2	1872.7	2466.1	2950.4	3636.1	3833.8	4721.0	5064.9	5729.5	

Tax Year 2021																								
Tax Category	Days Collected																							
	21	19	FEB	21	MAR	22	APR	22	MAY	20	22	JUL	22	AUG	20	SEP	23	19	21	DEC	YTD	252	TOTAL	
WITHHOLDING	391.6	388.1	423.0	335.1	372.9	429.5	349.9	370.8	411.4	363.0	356.4	449.1	4640.7											
INDIVIDUAL	43.5	60.1	151.1	230.7	237.7	180.2	65.6	72.4	91.6	43.2	33.0	84.3	1293.4345											
NET PROFIT																								
Credit	70.3	34.3	52.8	136.2	199.2	197.0	146.6	54.1	61.5	81.4	26.2	27.9	1087.635											
1.0 % GenTax	161.0	292.1	484.4	227.1	605.0	213.8	416.3	564.1	322.8	169.1	452.1	234.9	4142.6											
0.5 % P/F Tax	80.5	146.0	242.2	113.5	302.5	106.9	208.1	282.0	161.4	84.5	226.0	117.4	2071.0											
TOTAL	241.5	438.1	726.6	340.7	907.5	320.6	624.4	846.2	484.1	253.6	678.1	352.4	6213.6243											
Target Amount	526.1	476.0	526.1	551.1	551.1	501.0	551.1	551.1	501.0	576.2	476.0	526.1	25.1											
Month Variance	-284.5	-37.9	200.5	-210.5	-356.4	-180.4	73.3	295.0	-16.9	-322.6	202.1	-173.7	6312.8											
YTD	241.5	679.6	1406.1	1746.8	2654.3	2974.9	3599.4	4445.5	4929.6	5183.2	5861.3	6213.6												

Tax Year 2022													
Tax Category	Days Collected												
	21	19	21	22	22	20	22	22	20	23	19	21	252
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
WITHHOLDING	438.5	450.8	681.4										1570.7
INDIVIDUAL	55.0	68.6	166.8										290.33613
NET PROFIT													0.0
Credit	49.8	61.8	150.5										262.1
1.0 % GenTax	313.5	167.5	220.3	245.2									946.4
1.5 % P/F Tax	470.2	251.2	330.4	367.7									1419.6
TOTAL	783.7	418.7	550.7	612.9									2366.0112
Target Amount	716.7	648.4	718.7	750.6	750.6	682.5	750.8	750.8	682.5	784.9	648.4	716.7	34.1
Month Variance	67.0	-229.7	-168.0	-137.9									8600.0
YTD	783.7	1202.6	1763.1	2366.0									

Target Amount = No. of Days Collected X Budgeted Amount divided by Total Days

LIQUOR
LICENSE



City of
Riverside
Police Department

MEMORANDUM

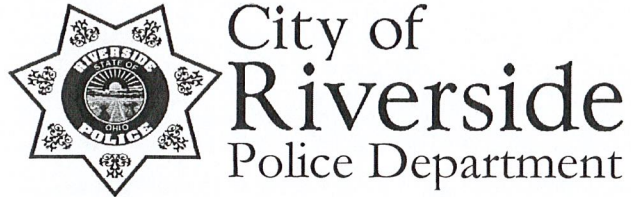
TO: Katie Lewallen, Clerk of Council
FROM: Frank Robinson, Police Chief
DATE: May 3, 2022
SUBJECT: Liquor Permit- EZ Fuel Shell

A handwritten signature in blue ink, appearing to be "FR", enclosed in a circular stamp.

EZ Fuel Shell has requested a permit to dispense liquor at their location at 4700 Linden Ave, Riverside, Ohio. A background check for the address and the applicants, Dinesh Malik and Ritish Mahendru has returned clean, with no results for all.

I have attached a copy of the permit and the background check for your reference.

Thank you.



May 3, 2022

Chief Robinson:

We have received a request from the Division of Liquor Control to conduct a local background check on behalf of:

Dinesh Malik and Ritish Mahendru dba EZ Fuel Shell. This check was conducted on May 3, 2022.

The following was found:

No local records were found for Dinesh Mali.

No local records were found for Ritish Mahendru.

For the address of 4700 Linden:

The contact with this property is basic and no criminal activity has been noted. At this time, I do not believe there is any reason for the City to request a hearing on this application.

A handwritten signature in blue ink, appearing to read "Anne Wood".

Anne Wood

Records Clerk

City of Riverside Police Department

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2598345		NEW		EZ FUEL INC DBA EZ FUEL SHELL 4700 LINDEN AVENUE RIVERSIDE OH 45432
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 11 2022				
FILING DATE				
C2				
PERMIT CLASSES				
57	154	A	D36986	
TAX DISTRICT		RECEIPT NO.		
FROM 04/28/2022				

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 04/28/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

05/31/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 2598345

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF RIVERSIDE CITY COUNCIL
ATTN: CLERK
5200 SPRINGFIELD ST
SUITE 100
RIVERSIDE OHIO 45424-5017



City of
Riverside
Police Department

MEMORANDUM

TO: Katie Lewallen, Clerk of Council

FROM: Frank Robinson, Police Chief

A handwritten signature in black ink, appearing to be "FR" or "FRANK", enclosed in a circular scribble.

DATE: May 9, 2022

SUBJECT: Liquor Permit- Kroger

Kroger has requested a permit to dispense liquor at their location at 601 Woodman, Riverside, Ohio. This is a new store, with no results. I see no reason for a hearing.

Thank you.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

48888880740		NEW		KROGER LIMITED PARTNERSHIP I DBA KROGER 765 601 WOODMAN DR RIVERSIDE OH 45431
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 29 2022				
FILING DATE				
C1 C2		PERMIT CLASSES		
57	154	A	D37247	
TAX DISTRICT		RECEIPT NO.		

FROM 05/03/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 05/03/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

06/03/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 4888888-0740

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF RIVERSIDE CITY COUNCIL
ATTN: CLERK
5200 SPRINGFIELD ST
SUITE 100
RIVERSIDE OHIO 45424-5017

CITY COUNCIL CALENDAR

2022 City Council Calendar

- Ordinance: Source Water Protection – 1st reading
- Resolution: OneOhio Region 8 Participation
- Resolution: Advancing funds to Permissive Tax Fund
- Resolution: Paint Striping Contract (Kathy)
- Resolution: Eastman Change Order (Kathy)
- Resolution: Amending Resolution to purchase PD cameras using grant

May 12, 2022 – WORK SESSION

- Fireworks
- FLOC Cameras
- Project Riverside License
- New Turnout Gear
- Ordinance – TO Change – Community Development
- Wright Point Brokerage
- Executive Session: Personnel

May 19, 2022 – Items Due May 11

- Executive Session: Personnel
- Proclamation: Mental Health Awareness
- Proclamation: EMS Week
- Welcome – Finance Administrator
- Monthly Financial Report
- Monthly Update: Police, Fire, Public Services, and CM Report
- Ordinance: Planned Unit Development – Second Reading
- Ordinance: Source Water Protection – Second Reading
- Ordinance: TO Change – Community Development – First Reading (Josh)
- Resolution: Easement Renewal WPAFB
- New Turnout Gear (Dan)
- Resolution: Wright Point Brokerage (Josh)
- Resolution: Project Riverside License

May 26, 2022 – WORK SESSION

- Proposed Code Changes
- Strategic Planning
- Executive Session: Personnel

June 2, 2022 – Items Due May 25

- Monthly Update: Finance, Administration, Community Development, and CM Report
- Ordinance: TO Change – Community Development – Second Reading

2022 City Council Calendar

- Resolution: Necessity for Street Lighting (Chris)

June 9, 2022 – WORK SESSION

- TID Update: Woodman Phase 4 (Kathy)
- State Representatives
- Montgomery County Solid Waste Park Applications (Kathy)
- Health and Safety Commission
- OPWC Curb Assessments
- WBI Introductions

June 16, 2022 – Items Due June 8

- Monthly Financial Report
- Monthly Update: Police, Fire, Public Services, and CM Report
- Resolution: OPWC Applications: Spinning from Linden to Eastman, Urban Paving Program (Kathy)
- Resolution: HSIP Application: Guardrail Replacement (Kathy)
- Resolution: WBI Support

July 7, 2022 – Items Due June 29

- Monthly Update: Finance, Administration, Community Development, and CM Report

July 14, 2022 – WORK SESSION

- OPWC Applications: Spinning from Linden to Eastman, Urban Paving Program (Kathy)

July 21 2022 – Items Due July 13

- Monthly Financial Report
- Monthly Update: Police, Fire, Public Services, and CM Report
- Presentation: Skye Roberts- Victim Advocate Services
- Ordinance: Street Lighting Assessment (1st reading)(Chris)

August 4, 2022 – Items Due July 27

- Monthly Update: Finance, Administration, Community Development, CM Report
- Ordinance: Street Lighting Assessment (2nd reading, public hearing, adoption)
- Resolution: Road Salt Bid (Kathy)

LEGISLATION

MEETING DATE: May 19, 2022

AGENDA ITEM: Old Business

TO: Riverside City Council

FROM: Nia Holt, Zoning Administrator

SUBJECT: Ordinance No. 22-O-794 – An ordinance by the council of the City of Riverside, Ohio approving a change in the water protection overlay district boundaries as shown on the zoning map of the City of Riverside, Ohio for the Source Water Protection Area within the City of Riverside.

EXPLANATION:

The City of Dayton implemented the Source Water Protection Program (SWPP) through a 1985 Memorandum of Understanding with the Ohio EPA. In 1989, Mad River Township (now the City of Riverside) became a member of the SWPP. The City of Riverside adopted the original Wellfield Protection (WP) Overlay in 2017 as part of a series of text amendments.

Every five years, Ohio EPA requires water suppliers to review their Source Water Protection Programs relative to actual or potential future changes in the boundaries based on changes in water supply operations or pumping demand. Ohio EPA also requires that water suppliers update their delineation model if there have been significant changes in pumping demand and operations. Significant changes in water operations have occurred at the well fields and a review of the source water protection boundaries was required. New technology was used to develop the current model and determine the new boundaries in 2018 (see below chart). The model found the boundaries expanded in some areas and contracted in others.

RECENT MODEL	1986 & 1987 MODELS
5-Layer Model, 3-Layer Aquifer	3-Layer Model, 2-Layer Aquifer
Modeled Combined Well Fields	Modeled Well Fields Separately
Geology based on over 800 wells or borings throughout entire source water protection area	Geology based on 160 wells or borings (78 for 1986 Study and 82 for 1987 Study)
Over 2,500 Hydrogeological Data Points including all 3 aquifers and numerous points identifying bedrock	Very few data points outside of well fields. Little information representing lower aquifer or bedrock
Modeled scenarios based on Water Efficiency Master Plan's water demand projections which are almost double the current pumping rates	Modeled scenarios based on treatment plant capacities in lieu of water demand projections from the 1984 Ten-Year Master Plan

The current Overlay covers the area closest to the wells (1-year time of travel boundary). The updated boundaries will include the entire Source Water Protection Area in the City of Riverside. The name of the overlay will be changed from *Wellfield Protection* to *Water Protection* to remain consist with the terminology used throughout the region. The Water Protection Area (1-year time of travel) and the 1,000 foot buffer around this area will be regulated. The Water Resource Area (5-year time of travel) will be map, but not regulated at this time.



RECOMMENDATION

It is respectfully recommended that the Mayor and City Council approve the attached ordinance.

FISCAL IMPACT

None

SOURCE OF FUNDS

N/A

22-O-794

AN ORDINANCE BY THE COUNCIL OF THE CITY OF RIVERSIDE, OHIO APPROVING A CHANGE IN THE WATER PROTECTION OVERLAY DISTRICT BOUNDARIES AS SHOWN ON THE ZONING MAP OF THE CITY OF RIVERSIDE, OHIO FOR THE SOURCE WATER PROTECTION AREA WITHIN THE CITY OF RIVERSIDE.

WHEREAS, the City of Riverside Planning Commission has approved and recommended P.C. Case #22-0008 on April 18, 2022, pursuant to Section 1105.07 Development Procedures of the Zoning Ordinance initiating changes in the Zoning District Map to establish the updated zoning district boundaries for the Source Water Protection Area (Water Protection Overlay); and

WHEREAS, the Planning Commission of the City of Riverside, Ohio has held at least one public hearing thereon, after notice of the time and place thereof had been given as required by law; and

WHEREAS, the Council of the City of Riverside, Ohio has held a public hearing thereon, after notice of the time and place thereof had been given as required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RIVERSIDE, STATE OF OHIO:

Section 1: That the **Planning Commission** having **recommended Approval of the rezoning** of the parcels within the Source Water Protection Area; it is the legislative determination and decision of this Council that the recommendation of the Planning Commission be and of the same is hereby approved and the area wide rezoning initiated by P.C. Case #22-0008 is hereby approved and adopted into the district boundaries of the Zoning Map of the City of Riverside, Ohio; and said map is hereby amended and changed to incorporate such change as set forth in “Exhibit A” of this Ordinance.

Section 2: That the Clerk of Council is directed to forward a certified copy of this Ordinance to the Zoning Administrator of the City of Riverside, Ohio, and said official is directed to amend the Official Zoning Map of the City of Riverside, Ohio, to reflect the changes enacted by this Ordinance.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date allowed by law.

PASSED THIS DAY OF _____.

APPROVED:

MAYOR

22-O-794

ATTEST:

CLERK

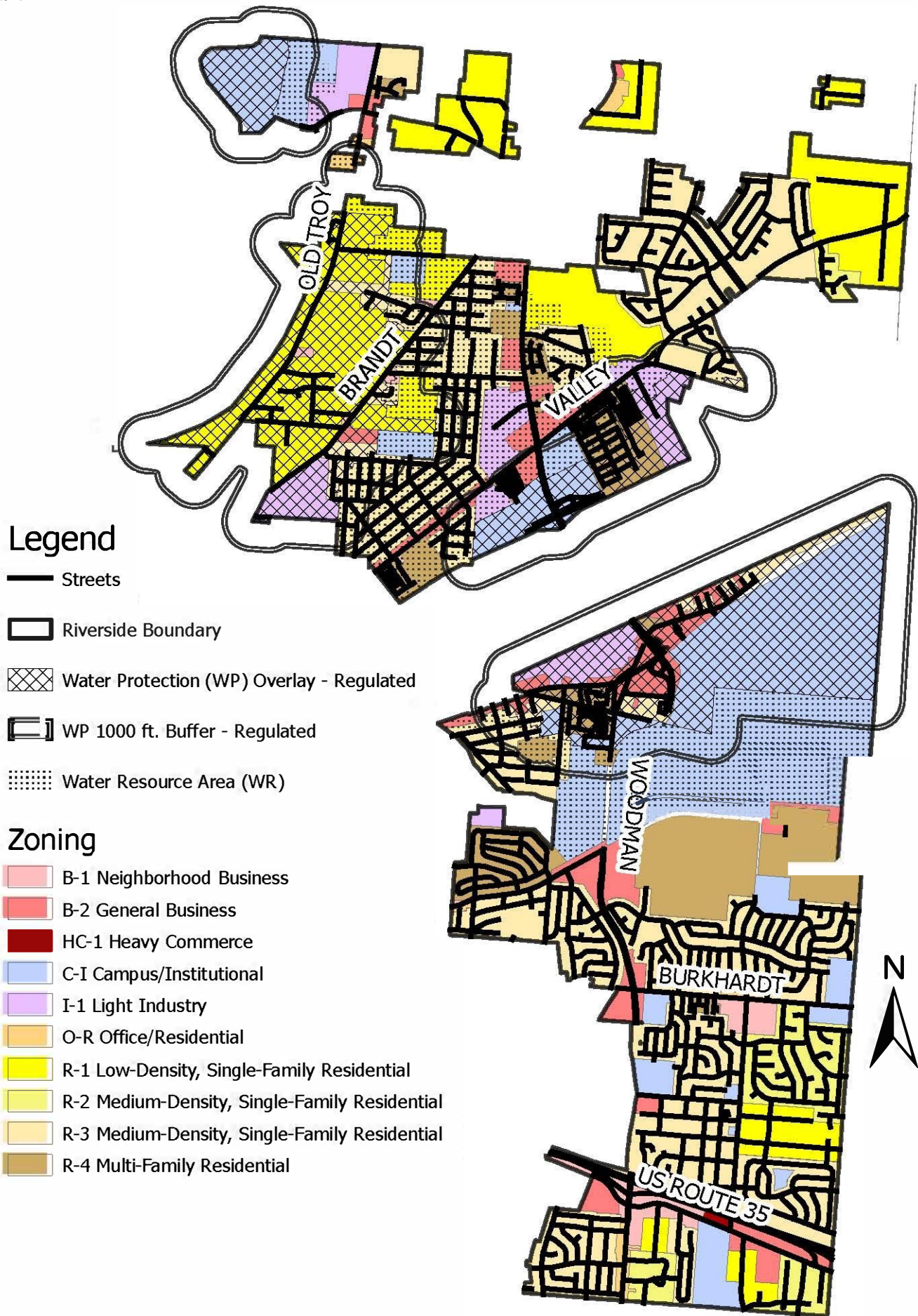
CERTIFICATE OF THE CLERK

I, _____, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 22-O-794 passed by the Riverside City Council on _____.

IN TESTIMONY WHEREOF, witness my hand and official seal this day _____.

CLERK

Exhibit A: Source Water Protection Area Riverside 2022



MEETING DATE: May 19, 2022

AGENDA ITEM: Old Business

TO: Riverside City Council

FROM: Nia Holt, Zoning Administrator

SUBJECT: Ordinance No. 22-O-795 – An ordinance establishing Chapter 1119 Planned Unit Development Districts in the Unified Development Ordinance (UDO) of the City of Riverside.

EXPLANATION:

A planned unit development (PUD) is a large-scale, integrated development involving a single lot or several lots only separated by streets. The PUD adheres to the community's comprehensive plan and allows for a degree of flexibility in land planning and site design in large developments. PUDs are advantageous for allowing mixed uses, housing type diversity, preserving open space and environmentally sensitive areas. A rezoning process is employed to review and approve a PUD development plan. The final plans are typically approved by the local legislative body (City Council).

The proposed text amendment for a planned unit development (PUD) zoning district includes language for discretionary review. The proposed *Chapter 1119 Planned Development Districts* has six (6) sections:

- Purpose
- Definitions
- Establishment of PUD
- Procedures
- Submission Requirements
- Plan Approval Criteria

Staff will work with the developer to create a preliminary plan for the PUD which will become the base zoning for the site. The change in zoning (preliminary plan) will need to be reviewed by Planning Commission and approved by the City Council. The standards for final PUD approval will be based on existing design regulations in the zoning code (e.g. subdivisions, landscaping, stormwater, etc.), but general enough for creative site design. The final plan(s) for any proposed PUD will be reviewed by Staff using the preliminary plan, zoning code, and Comprehensive Land Use Plan. The Planning Commission will then approve the final plan.

RECOMMENDATION

It is respectfully recommended that the Mayor and City Council approve the attached ordinance.

FISCAL IMPACT

None

SOURCE OF FUNDS

N/A

22-O-795

AN ORDINANCE ESTABLISHING CHAPTER 1119 PLANNED UNIT DEVELOPMENT DISTRICTS IN THE UNIFIED DEVELOPMENT ORDINANCE (UDO) OF THE CITY OF RIVERSIDE.

WHEREAS, the City of Riverside Planning Commission has recommended establishing Chapter 1119 Planned Unit Development Districts in Unified Development Ordinance; and

WHEREAS, the Planning Commission has held at least one public hearing thereon, after notice of the time and place thereof had been given as required by law; and

WHEREAS, the Council of the City of Riverside, Ohio has held a public hearing thereon after notice of the time and place thereof had been given as required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RIVERSIDE, STATE OF OHIO:

Section 1: That Chapter 1119 Planned Unit Development Districts be established by adding Planned Unit Development regulations as stated in “Exhibit A” of this Ordinance.

Section 2: That this Ordinance shall take effect and be in force from and after the earliest date allowed by law.

PASSED THIS DAY OF _____.

APPROVED:

MAYOR

ATTEST:

CLERK

CERTIFICATE OF THE CLERK

I, _____, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 22-O-795 passed by the Riverside City Council on _____.

IN TESTIMONY WHEREOF, witness my hand and official seal this day _____.

CLERK

EXHIBIT A

Chapter 1119 PLANNED DEVELOPMENT DISTRICTS

1119.01 PURPOSE AND APPLICATION.

A. *Purpose.* The Planned Development District (PD) regulations are based on the premise that the ultimate quality of a built environment or development proposal is determined not only by the type, character and allocation of land uses but also by the way in which such land uses are executed. In many cases, the subdivision regulations and standard zoning district regulations and procedures do not adequately regulate the design of buildings or enable the range of uses in a single zoning district that are appropriate in or meet the needs of the City of Riverside.

1. The purposes of the Planned Development District regulations are to:
 - a. Provide an opportunity for a mix of land uses and structure types otherwise not permitted within the standard municipal zoning district classifications.
 - b. Encourage a development pattern which preserves and utilizes natural topography, geologic features, scenic features, trees and other vegetation and which prevents the disruption of natural drainage patterns.
 - c. Enable greater review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with adjacent development.
 - d. Assure compatibility between proposed land uses within and around the Planned Development District through appropriate development controls.
 - e. Pursue the housing and economic development goals of the city.
 - f. Promote economical and efficient use of land and reduce infrastructure costs through unified development.
 - g. Provide for more usable and suitably located recreation facilities, open space and other public and common facilities than would otherwise be provided under conventional land development regulations.
 - h. Establish objective criteria for development plan review that ensure conformity to community and district standards and allow for consistent treatment throughout.
2. The procedures established for Planned Development Districts are designed to encourage:

- a. Unified development projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district or subdivision regulation, yet are consistent with all applicable plans, including but not limited to, the Land Use Plan, infrastructure system, contiguous land uses, and the intent of this Unified Development Ordinance (UDO).
- b. Imaginative architectural design.
- c. Flexibility in building styles and types.
- d. Proper relationships between buildings, developments and structures and between the land in scale, bulk, coverage, and character within Planned Development District and the surrounding area.
- e. The development of the land in an orderly, coordinated and comprehensive manner consistent with accepted land planning, landscape architecture practices and engineering principles according to approved development plans.

B. *Application.* The Planned Development District regulations assist in accomplishing these purposes by establishing review steps that combine the request for a zoning amendment with the development plan review process, and when applicable, the subdivision process. Subsequent plan review following the zoning amendment also requires simultaneous review of subdivision plats.

1. Each Planned Development District shall be considered a separate and unique zoning district wherein a preliminary development plan, including associated text depicting the specific development standards, is adopted simultaneously with the amendment of the zoning map to apply the PD designation. The preliminary development plan shall apply only to the property within that particular Planned Development District.
2. Planned Development Districts adopted and established in accordance with the provisions of this chapter and the requirements contained herein shall take precedence over any conflicting regulations contained in the UDO and Subdivision Regulations.

C. *Ownership.* The Planned Development District shall be an integrated, unified development project wherein the entire project area shall be in joint ownership or control at the time the application is made for the PD designation so that all property owners are applicants. Any transfer of land within the development resulting in ownership within the development by two or more parties after an application has been filed shall not alter the applicability of the regulations contained herein. A preliminary development plan approved in accordance with these regulations for a Planned

Development District shall be binding upon the owners, their successors and assigns and shall limit and control the issuance and validity of all certificates of zoning compliance.

1119.03 DEFINITIONS.

A. **Definitions.** The following definitions shall apply unless the context clearly indicates or requires a different meaning. The definitions in Chapter 1117 of this UDO shall apply to those terms used in this chapter.

B. Plan definitions.

1. **CONCEPT PLAN.** A plan that generally indicates the overall design of a proposed PUD project with sufficient information to enable the applicant and the city to discuss the concept for the proposed development and to determine if the proposal is generally consistent with the Land Use Plan.
2. **FINAL DEVELOPMENT PLAN.** A detailed plan showing the location of all site improvements, including easements, utilities, buildings, parking areas, circulation routes, points of ingress and egress, transportation and other public improvements (both on- and off-site), landscaping, architectural drawings, loading and unloading zones, service areas, ground signage, directional signage, location of refuse containers, lighting and accessory structures, and may include a subdivision plat. Critical dimensions are shown unless otherwise indicated.
3. **PLANNED DEVELOPMENT (PD).** Any unified development project for which a specific plan for development and related set of development regulations has been adopted concurrent with the zoning designation for a planned development.
4. **PLANNED UNIT DEVELOPMENT (PUD).** A form of a planned development that includes one or more uses permitted by right or as conditional uses and which is established according to the requirements of Section 1119.05.
5. **PRELIMINARY DEVELOPMENT PLAN.** A plan document, submitted at the time of rezoning, outlining permitted and conditional land use development sites, major circulation patterns, critical natural areas to be preserved, open space areas and linkages, buffer areas, entryways, and major utilities and their relationship with surrounding uses. For the purposes of Sections 1119.01 through 1119.11, a preliminary development plan shall include a composite plan and

any other development plan adopted prior to effective date of these regulations that are still in force.

1119.05 ESTABLISHMENT OF PLANNED DEVELOPMENT DISTRICT.

A. *Planned Development Districts adopted after the effective date of these regulations.* A Planned Development District that is adopted after the effective date of these regulations shall be established according to the following:

1. All rezonings to a Planned Development District shall be designated as Planned Unit Development Districts (PUD).
2. A request for rezoning land to a Planned Unit Development District designation shall be made according to Section 1105.07.
3. A preliminary development plan shall be reviewed by the Planning Commission and City Council according to Section 1119.07 and a preliminary development plan and supporting documentation shall be adopted at the time of rezoning.
4. Detailed final development plans shall be reviewed and acted upon by the Planning Commission according to Chapter 1113 Site Design and Improvement Standards.
5. A preliminary subdivision plat may be reviewed simultaneously with a preliminary development plan. A final subdivision plat shall be reviewed simultaneously with a final development plan, unless a final plat has already been approved or is not required for completion of the project. All subdivision plats shall be reviewed and approved by the Planning Commission according to Chapter 1111, Subdivision Development Standards, except as otherwise addressed in Section 1119.01 through 1119.11.

B. *General development criteria.* A PUD shall be designed and depicted on the preliminary development plan and final development plan in accordance with the following general development criteria:

1. Plan Design. The proposed PUD shall be designed in accordance with accepted planning principles, including the planning and development principles included in this section, to ensure that the use of land, buildings and other structures; the building location, bulk, layout, arrangement, design, and height; the percentages of lot areas that may be occupied; the setback of buildings; the sizes of yards and other spaces; and the density of population are in

compliance with the purposes and objectives of the PD regulations as set forth in Section 1119.01.A.

2. Permitted and Conditional Uses. A PUD may include any combination of uses when such use(s) are found to be compatible with one another and in keeping with the intent of these general development criteria, provided the proposed location of the uses will not adversely affect adjacent property and/or the public health, safety and general welfare.
 - a. The list of specific uses to be included in the proposed PUD shall be clearly delineated in the preliminary development plan and its supporting documentation.
 - b. Uses shall be identified as either permitted uses or conditional uses.
 - c. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited in this UDO.
 - d. Any listed use may be limited to areas delineated in the preliminary development plan.
3. Planning and Development Principles. The proposed PUD shall be designed in accordance with the following planning and development principles:
 - a. Arrangement of Use Areas.
 1. Buildings and uses within the proposed development shall be located to reduce any adverse influences and to protect and enhance the character of areas adjacent to the development;
 2. Whenever a proposed development includes areas of a higher intensity than that permitted in adjacent areas, the location and arrangement of use areas shall include appropriate buffers, open spaces, setbacks, or other transitional areas to ensure compatibility with the lower intensity areas.
 3. Buildings, structures and parking areas shall be designed and located within the PUD in ways that conserve environmentally sensitive or unique natural, historic, or cultural features, and minimize environmental impacts.
 - b. Arrangement of Buildings and Yards.
 1. The physical relationship of buildings and other site improvements to one another and the surrounding open space, as created by building size, mass, height, shape, and setback, shall result in a harmonious development within the PUD and adjacent to it.

2. The bulk and height of buildings within the proposed development shall be compatible with the surrounding development and sufficiently buffered from the surrounding development to mitigate any potential adverse impact(s).

c. Landscaping, Screening and Buffering.

1. The pattern of landscaping shall be coordinated in design and type of materials, mounding and fencing used. Landscaping may vary in density, spacing and other treatments to reflect variations of topography, existing landscape or land uses.
2. Privacy for residential buildings shall be maintained through the use of landscaping, screening and buffering.
3. Appropriate buffer zones with adequate landscaping shall be provided between the proposed development and adjacent areas.
4. Alternative design approaches to meet the intent of the landscape regulations may be incorporated.

d. Open space. Adequate open spaces shall be integrated throughout the development to meet the goals of the Land Use Plan and shall comply with the open space requirements set forth in Chapter 1111, Subdivision Development Standards. PUDs that include residential uses shall include open space that is located and designed as follows:

1. Open space shall be sufficiently aggregated to create large useable areas of planned open space.
2. Open space shall conserve significant natural features within the PUD to the extent practicable.
3. Open space shall provide a scenic natural environment along existing public streets characterized by large building setbacks that enable the preservation of natural features.
4. All open space shall be easily accessible to residents of the PUD.
5. Where possible, open space areas shall be connected with open space areas on abutting parcels, and wherever possible, by open space corridors.

e. Protection of Natural Features.

1. Trees shall be preserved, protected, and replaced in compliance with the requirements set forth in Chapter 1113, Site Design and Improvement Standards.
2. A riparian buffer shall be provided along the entire length and on both sides of a river or perennial stream channel. Walkways may be permitted to be located within riparian

buffers when the City Engineer determines that such will create minimal change to the riparian buffer.

3. Floodplains shall be protected in compliance with Chapter 1113.19. Floodplain Design Standards.
4. Wetlands that are to be retained in their natural state within the PUD shall be protected. A buffer area not less than 20 feet in width measured from the edge of the delineated wetland shall be provided along the entire perimeter of the designated wetland. The buffer area shall not be disturbed and shall be retained in its natural state. Minimum building and pavement setbacks to protect such wetlands and buffer areas shall be established and shall be measured from the edge of such wetlands.
- f. Pedestrian Circulation Systems. A pedestrian circulation system shall be included and designed to provide convenient and safe pedestrian access throughout the PUD, and to connect to neighboring developments and community facilities. The pedestrian circulation system may include sidewalks and other walkways not located along streets. Trails with public right of passage should be incorporated in the pedestrian circulation system.
- g. Bike Paths and Other Trail Systems. Trail systems for bikes and other purposes shall be included and designed in accordance with the city's and/or region's plan for bike paths. Such trail system shall have a minimum width of eight feet and be properly buffered from any adjacent residential areas.
- h. Street Design and Vehicular Circulation.
 1. The proposed vehicular circulation system shall provide adequate connections to the existing street network.
 2. The area of the project devoted to streets and related pavement should be the minimum necessary to provide adequate and safe movement and access.
 3. Street alignments should be designed to conserve natural features and minimize the need for cut and fill practices.
 4. The function of adjacent thoroughfares shall be maintained by limiting access points to the minimum needed, relating them to existing access points, the street patterns on surrounding development and the intensity of proposed uses.
 5. Private streets as a common easement may be used to provide access to clustered lots and/or structures.

6. Street lighting and street signs shall be adequate for safety and security as determined in consultation with the Director of Public Service.
7. The applicant shall provide and construct on-site and off-site street improvements for the PUD in accordance with the requirements of Chapter 1111, Subdivision Development Standards and consistent with recommendations included in traffic studies and with any agreements submitted as supporting documentation for the PUD.
8. The design and locations of streets and parking areas shall comply with the requirements set forth in Chapter 1113.17, Stormwater and Drainage Standards and must be approved by the Director of Public Service.
- i. Off-Street Parking. The layout of parking areas, service areas, and related entrances, exits, signs, lighting, noise sources or other potentially adverse influences shall be designed and located to protect the character of the area and as well as those areas adjacent to the development.
- j. Signs. All signs and graphics within the PUD shall be compatible in size, location, height, material, shape, color and illumination.
 1. A sign plan for the entire PUD shall set forth the design parameters for the entire project to ensure a consistent and comprehensive character throughout the project. The sign plan shall include the design, layout, and dimensions of all ground, window and wall signs as well as distances from rights-of-way and the type and intensity of illumination.
 2. Signs should contribute to an overall cohesive design, reflect simplicity, and avoid visual clutter.
 3. The overall design and placement of buildings should take into account the general placement of signs so that all permanent signs and their associated lighting fixtures complement the appearance and architecture of the buildings and the PUD.
 4. Ground signs should be designed to relate to and share common design elements with the building.
 5. The materials and colors of the sign, sign background and sign frame should be compatible with the building's materials and colors.
- k. Utilities. The applicant shall provide and construct on-site and offsite water, sewer and other infrastructure improvements for the PUD in accordance with the requirements of Chapter 1111, Subdivision Development Standards and consistent with any agreements submitted as supporting documentation for the PUD.

1. **Project Phasing.** If the PUD is to be implemented in phases, each phase shall have adequate provision for access, parking, storm water management, utilities, and other public improvements to serve the development in accordance with the applicable criteria set forth above. Each phase shall be provided with temporary and/or permanent transitional features, buffers, or protective areas in order to prevent any adverse impact on completed phases, future phases, and adjoining property. Open space areas shall be reasonably proportioned in each phase of the project, and the proposed construction of any recreation facilities shall be clearly identified on a phasing plan.
2. **Common Facilities.** Common facilities and park areas, regardless of ownership, may be required to be maintained. Adequate access shall be provided at all times to vehicular traffic so that fire, police, health, sanitation, and public utility vehicles can serve the properties contiguous or adjacent thereto. All streets and roadways not dedicated to the public shall be operated and maintained at no expense to any governmental unit.

C. Compliance with Existing Development Standards. Unless otherwise stated and varied in the development standards text, the standards contained in the City of Riverside Unified Development Ordinance that pertain to the specific uses or land development in the PUD shall be applicable. Such standards include, but are not limited to:

1. Floodplain protection set forth in Chapter 1113.19.
2. Landscaping requirements set forth in Chapter 1113.07.
3. Tree preservation, protection and replacement requirements set forth in Chapter 1111, Subdivision Development Standards, and Section 1113.17.D.10.
4. Sign regulations set forth in Chapter 1115.09.
5. Off-street parking and loading requirements set forth in Chapter 1113.11.
6. Subdivision requirements set forth in Chapter 1111.
7. Requirements for storm water management set forth in Chapter 1113.17.

D. Unique Requirements and Guidelines for PUD. Requirements and guidelines that are necessary to ensure that the proposed PUD complies with the intent of these Planned Development District regulations shall be clearly delineated in the development standards text submitted as part of the preliminary development plan. Elements of the development standards text shall include:

1. All requirements that are necessary to ensure the PUD is consistent with the Land Use Plan and compatible with the surrounding development, including, but not limited to:
 - a. The list of permitted and conditional uses;
 - b. The maximum density for each use area;
 - c. Standards for the protection of natural features;
 - d. The major vehicular, pedestrian and bike circulation system;
 - e. Setbacks and buffer standards for the perimeter of the PUD district and between subareas and differing land uses; and
 - f. Any unique development standards or other standards that are determined essential for the project.
2. All other provisions that set forth the methods for complying with the general development criteria set forth in Section 1119.05(B).

1119.07 PROCEDURES.

A. *Purpose.* The purpose of this section is to provide adequate review of applications for planned developments.

B. *General Provisions.* Review of applications for Planned Development Districts shall be conducted in compliance with the following general provisions:

1. Review for Completeness. Each planned development application shall be reviewed for completeness and compliance with the applicable submission requirements, unless specific items are determined by staff to be inapplicable or unnecessary. If the application is deemed insufficient, the staff shall notify the applicant of the deficiencies. Only complete applications shall be placed on the Planning Commission agenda. When the application is determined complete and all applicable fees have been paid, the staff shall officially accept the application for consideration. This shall include either a preliminary development plan as set forth in Part D.1. of this section or a final development plan as set forth in Part E. of this section.
2. Subdivision Plat Approval. If the proposed development includes the subdivision of land, the development shall be subject to the requirements of the plat approval process in accordance with Chapter 1111 Subdivision Development Standards, including any subsequent changes to subdivision plats. Preliminary development plan approval and preliminary subdivision plat approval may proceed simultaneously. Final development plan approval and final plat approval

shall proceed simultaneously, unless a final plat has already been approved or is not required for completion of the project.

C. *Zoning Amendment Pre-Application Meeting with Concept Plan.* The applicant shall meet with the appropriate staff of the Community Development Department. This can include the Technical Review Committee (TRC), for review of a concept plan prior to submitting an application for a Planned Development District zoning amendment. The concept plan is intended to outline the basic scope, character and nature of a proposed project. The review is to provide input in the formative stages of design.

1. The applicant shall submit a concept plan for review by the staff. The concept plan shall include the elements indicated in Section 1119.09.A.
3. The applicant may request review and feedback from the Planning Commission and/or City Council prior to preparing a preliminary development plan. This will be scheduled during a work session for either body.
4. No discussions, opinions, or suggestions provided on any aspect of the concept plan shall bind the applicant, or the city, or be relied upon by the applicant to indicate subsequent approval or disapproval by the city.

D. *Zoning Amendment Request.* An application for a zoning amendment to the Planned Development District shall be submitted according to Section 1105.07. In addition to the submission requirements for zoning amendments, the applicant shall also submit a preliminary development plan and supporting documentation as required below.

1. Preliminary Development Plan Review Procedures. The application, including all submission requirements for preliminary development plans set forth in Section 1119.09(B), shall be reviewed and distributed according to the following procedures. A preliminary subdivision plat may be reviewed simultaneously provided all the required plat information is submitted.
 - a. Staff Review. After determining that an application is complete according to Part B.1. of this section, the staff shall forward the application to the Technical Review Committee and, if determined necessary, professional consultants for review and comment.
 1. The application shall be reviewed for compliance with the Land Use Plan, other adopted plans or studies, and the requirements of this UDO and other applicable city codes.

2. During the course of their review, the staff may meet with the applicant to review the application, and the applicant may revise the preliminary development plan application in response to staff's comments.
 3. Within 90 days of the application being deemed complete or an extended time agreed to by the applicant, the application shall be placed on the agenda for a regularly scheduled meeting of the Planning Commission. The application and supporting documentation, administrative staff comments, any other reports prepared above and any accompanying documents (such as but not limited to letters from residents or maps) shall be transmitted to the Planning Commission prior to the meeting.
- b. Review and Action by Planning Commission. The Planning Commission shall review the application to determine if it complies with the approval criteria set forth in Section 1119.11(A). The Planning Commission shall take into consideration any submitted staff reports, comments, and expert opinions when reviewing the application.
1. Request for additional information/revisions. In their review of an application, the Planning Commission may request additional information they deem necessary to adequately review and evaluate the proposed development, and/or may request the applicant to revise elements of the application. When this occurs, the Planning Commission may table the application.
 2. Timeframe for review of tabled case. Within 60 days, the applicant will, upon written request to the Director of Community Development and/or Zoning Administrator be entitled to a fixed hearing date. The case will be scheduled for the next regular meeting of the Planning Commission
 3. Action by Planning Commission. The Planning Commission shall recommend to City Council one of the following:
 - a. That the preliminary development plan and its supporting documentation be approved as submitted;
 - b. That the preliminary development plan and its supporting documentation be approved with specific conditions set forth by the Planning Commission, and agreed to

by the applicant, to further protect and improve the proposed and surrounding developments; or

c. That the preliminary development plan be disapproved.

4. Transmission to Council. The Clerk of Council shall transmit the zoning amendment application and the preliminary development plan in the form of an ordinance along with all appropriate documentation, including their recommendation to City Council, within 30 days of taking action, unless otherwise requested by the applicant.

c. Review and Action by City Council. City Council shall review and act on the proposed ordinance(s), including conducting a public hearing, in accordance with City Council procedures and public notice provisions set forth in Section 1105.07.

1. In reviewing the ordinance(s), the City Council shall consider the approval criteria set forth in Section 1119.11(A).
2. Disapproval by City Council shall terminate the process. Another zoning amendment application pertaining to the land included in the disapproved application shall not be accepted within one year from the date of disapproval, unless there has been substantial change to warrant reconsideration. The Technical Review Committee shall determine if substantial changes have been made to the preliminary development plan.

2. Approval of the Planned Development District/Preliminary Development Plan.

- a. Adoption of the ordinance shall constitute a rezoning of the property included in the preliminary development plan to a Planned Development District, and the preliminary development plan and associated commitments become binding on the applicant.
- b. The Official Zoning Map shall be amended to reflect the zoning change.
- c. In the event City Council approves the preliminary development plan with modifications, the applicant shall incorporate such modifications into the appropriate documents and file the revised preliminary development plan with the staff within 60 days of the decision. No final development plan application will be processed until the revised preliminary development plan is submitted and approved.

3. Significance of Approved Plan. Approval or approval with recommended modifications of the preliminary development plan by the City Council shall:

- a. Establish the development framework for the project, including the general location of open space, use areas, densities, unit types, recreational facilities, and street alignments;
 - b. Permit the applicant to proceed with detailed planning of the final development plan; and
 - c. Authorize the applicant to apply for all other required regulatory approvals for the project or subsequent phases thereof.
4. Expiration of zoning approval. Given the nature of the Planned Development District process and the unique standards simultaneously adopted, the Planned Development District designation shall remain valid for three years from the date of City Council approval. During that time, the applicant shall prepare and submit a final development plan for review in compliance with Part E. below. In the event progress on the PUD is discontinued, the city may begin procedures to rezone the property to the zoning district in place prior to the Planned Development District or to another district as may be determined appropriate.
- a. For the purpose of this section, progress shall be considered discontinued when:
 1. The final development plan for the PUD, or for the first phase of the PUD, is not submitted within three years after approval by City Council of the preliminary development plan;
 2. The final development plan for the PUD, or for the latest phase of the PUD, is approved, but construction authorized by such final development plan is not begun within three years after approval of the final development plan; or
 3. A final development plan for the PUD is approved, and construction work is discontinued for a period of two years or for a longer period as may be agreed to as part of the PUD zoning amendment.
 - b. At any time, the Zoning Administrator may for good cause grant an extension to the above stated timeframes upon the submittal of a written request from the applicant. The written statement must include a detailed reason for the request for an extension and new project timeline. The Zoning Administrator may determine the extension request may need to be reviewed by the Planning Commission. In this case the extension request shall be scheduled for the Planning Commission's consideration at the next regularly scheduled meeting.
- E. *Final Development Plans.* An application for final development plan review shall include the submission requirements set forth in Section 1119.09 (C) and shall be submitted for review according

to the following. An application for final development plan review shall be required for each phase of development. The applicant shall also submit a final subdivision plat for simultaneous review unless a final plat has already been approved or is not required for completion of the project.

1. Area included in Final Development Plan. The area included in an application for final development plan review shall be in substantial compliance with the phasing plan approved as part of the preliminary development plan.
2. Review Procedures. The application, including any conditional use application, shall be reviewed according to the following procedures:
 - a. Staff review. After determining that an application is complete according to Part (B)(1) of this section, staff shall forward the application to the Technical Review Committee and, if determined necessary, professional consultants for review and comment.
 1. The application shall be reviewed for compliance with the approved preliminary development plan, the requirements of this UDO and other applicable city codes.
 2. During the course of their review, the staff may meet with the applicant to review the application, and the applicant may revise the final development plan application in response to staff's comments.
 3. The application and supporting documents, staff comments, any other reports and accompanying documents (such as, but not limited to, letters from residents or maps) shall be transmitted to the Planning Commission.
 - b. Review by Planning Commission. The Planning Commission shall review the application to determine if it complies with the approval criteria set forth in Section 1119.11 (B). The Planning Commission shall take into consideration any submitted staff reports when reviewing the application.
 1. Request for additional information/revisions. In their review of an application, the Planning Commission may request additional information they deem necessary to adequately review and evaluate the proposed development, and/or may request the applicant to revise elements of the application. When this occurs, the Planning Commission may table the application.
 2. Timeframe for review of tabled case. Within 90 days, the applicant will, upon written request to the Zoning Administrator be entitled to a fixed hearing date. The case will be


scheduled for the next regular meeting of the Planning Commission but not less than 60 days following receipt of the written request.

3. Conditional Use review. If the application includes conditional uses, the Planning Commission shall review the application according to the procedures set forth in Chapter 1105 including the requirement for a public hearing. During their review of a conditional use, the Planning Commission may prescribe appropriate conditions, stipulations, safeguards and limitations on the conditional use as they may deem necessary and in conformance with the intent and purposes of Section 1105.09(G).

- a. Requests for establishing a model home within the Planned Development District shall be reviewed according to the requirements of Section 1105.09 (G).

4. Compliance with the preliminary development plan. In reviewing the application, the Planning Commission shall determine if the final development plan substantially complies with all specific requirements, the purposes, intent and basic objectives of the preliminary development plan, and any commitments made or conditions agreed to with the adoption of the preliminary development plan and if it represents an expansion and delineation of the approved preliminary development plan.

- a. The Planning Commission may determine that the proposed plan complies with the preliminary development plan and may proceed to review the Final Development Plan in accordance with the procedures of this section.

- b.  The Planning Commission may, in reviewing the final development plan, approve a modification of a provision of the development standards text if they determine that all of the following provisions are satisfied:

- i. The Planning Commission determines that, for this PD, the UDO compliance is not needed in order to ensure that the PD is consistent with the Land Use Plan and compatible with existing, approved, or planned adjacent development;
 - ii. The Planning Commission determines that the proposed modification does not significantly alter the list of permitted or conditional uses, cause an inappropriate increase in density or cause inconsistencies with the Land Use Plan;

- iii. The proposed modification results in a development of equivalent or higher quality than that which could be achieved through strict application of the requirement(s);
- iv. The principles of Section 1119.05 (B) are achieved; and
- v. The development, as proposed on the final development plan, will have no adverse impact upon the surrounding properties or upon the health, safety or general welfare of the community.

c. Any proposed modification to a preliminary development plan that fails to meet the above criteria shall require a zoning amendment to the preliminary development plan according to Section 1105.07.

5. **Compliance with Current City-Wide Standards.** In the event development standards or construction standards that apply city-wide are updated, all subsequently approved final development plans shall comply with the updated standards when the Planning Commission determines that such updated standard(s) will not cause undue hardship.

a. **Action by Planning Commission.** The Planning Commission shall take one of the following actions:

- 1. Approve the final development plan as submitted;
- 2. Approve the final development plan with modification(s) as agreed to by the applicant; or
- 3. Disapprove the final development plan when the application does not demonstrate that the required standards have been met. Disapproval of the final development plan shall terminate the process. The applicant may revise the final development to respond to the Planning Commission's concerns and resubmit the plan. Such action shall be considered a new application for review and shall contain all the information required for final development plans, including payment of the application fee.

F. **Zoning and Building Permits.** Following the approval of the final development plan, and recording of the final subdivision plat if applicable, the applicant may proceed with the Certificate of Zoning Compliance and building permit process, consistent with approval as granted, including any conditions and modifications made by the Planning Commission.

- 1. After approval of the final development plan, the applicant shall obtain a Certificate of Zoning Compliance and building permit(s) prior to construction.

2. A Certificate of Zoning Compliance and building permit(s) shall not be issued until the appropriate final plat has been recorded and the city has accepted any applicable land areas that are to be dedicated to the city.
3. All construction and development under any building permit shall be in accordance with the approved final development plan, except as may be permitted in Part (G) of this section. Any unauthorized departure from such plan shall be cause for revocation of the Certificate of Zoning Compliance. All required covenants, easements and restrictions shall be recorded prior to the approval of any construction permit in a location where such covenants, easements, or restrictions are intended to apply. A copy of the recorded document(s) shall be provided to the city prior to obtaining any construction or zoning permits.

G. *Modifications to Approved Final Development Plans.* Requested modifications to approved final development plans shall be reviewed according to the following:

1. Administrative approval. The Zoning Administrator, in administering the approved final development plan and development text, may authorize minor plan modifications to building layouts, parking arrangements, sign locations, lighting, and other site-related improvements that are required to correct any undetected errors or address changes to the site made necessary during construction, provided the modifications remain consistent with the purpose of the approved final development plan.
 - a. No modifications shall be made that increase the permitted density of development or add to the list of permitted or conditional uses.
 - b. Modifications deemed minor may include such changes as:
 1. Minor adjustments in lot lines provided no additional lots are created and required setbacks are maintained;
 2. Minor adjustments in the location of and layout of parking lots provided the perimeter setbacks, yards and buffers are maintained;
 3. Minor adjustments in building footprints up to 25% in total floor area of the originally approved building, building height(s) or floor plans, that do not alter the character or intensity of the use;
 4. Substitution of landscaping materials specified in the landscape plan with comparable materials of an equal or greater size;

5. Redesigning and/or relocating stormwater management facilities provided that general character and stormwater capacities are maintained;
6. Redesigning and/or relocating landscape mounds, provided that the same level and quality of screening is maintained;
7. Minor modifications to the sign face, landscaping and lighting, provided the other sign requirements of the final development plan are maintained;
8. Minor changes in building material or colors that are similar to and have the same general appearance comparable to or of a higher quality as the material approved on the final development plan;
9. Changes required by outside agencies such as the county, state, or federal departments; or
10. Other minor modifications deemed by the Director and/or Zoning Administrator that do not alter the basic design or any specific conditions imposed as part of the original approval.

c. The Zoning Administrator may report approved modifications to the Planning Commission. The Zoning Administrator may submit any modification to the Planning Commission that would otherwise be considered minor if the Zoning Administrator finds that the overall extent and effect of the proposed modification should be reviewed by the Commission.

2. Board of Zoning Appeals Variances.

- a. Any request for a variation to the development standards text that pertains to an individual lot shall be reviewed as a variance according to the procedures set forth in Section 1105.15, Variance Procedures.

3. Planning Commission Approval.

- a. Modifications other than those listed in Part G(1) and (2) above not determined by the Zoning Administrator to be minor shall be submitted to the Planning Commission. Modifications may be approved provided the Commission finds that the requested changes are compatible with the surrounding development and that the modifications remain consistent with the preliminary development plan.
- b. Any requested changes shall be indicated on an amended final development plan. An application for an amended final development plan shall follow the review procedures for final

development plan review set forth in Part (E) of this section. If approved, those amendments to the final development plan shall supersede the originally approved final development plan.

1119.09 SUBMISSION REQUIREMENTS.

A. *Contents of Concept Plan Pre-Application.* It is the intent of these regulations that the concept plan shall generally indicate overall design of the proposed project. Information submitted should be comprehensive enough to enable the staff to understand the existing site and concept for the proposed development. The applicant shall submit a number of copies as determined by the Zoning Administrator and one digital copy in a format approved by the Zoning Administrator. The information submitted should include the following:

1. Vicinity map indicating the location of the site in the city and the general location of principal thoroughfares.
2. Regional context map. A map indicating the proposed site and all areas within 2,000 feet in all directions showing both the basics of the proposed layout contained in the application and the property lines of the adjacent areas on a drawing that is 11 inches by 17 inches.
3. Map of existing conditions and features drawn to scale, with accurate boundaries of the entire project and a north arrow, including the property proposed for development, all adjacent rights-of-way and 100 feet of property immediately adjacent thereto, indicating:
 - a. Existing public improvements, permanent facilities, easements and property boundaries;
 - b. General indication of existing structures on the site and abutting properties;
 - c. Physical features and natural conditions of the site including the location of streams, tree masses, open spaces, etc.;
 - d. General topography;
 - e. Existing zoning district boundaries and jurisdictional boundaries;
 - f. Surface drainage and areas subject to flooding;
 - g. Existing public and private utility systems;
 - h. Regional transportation system.
4. The concept plan map, drawn to scale with accurate boundaries of the entire project and a north arrow, including the property proposed for development, all adjacent rights-of-way and 100 feet of property immediately adjacent thereto, indicating:

- a. Depiction of proposed land uses, including open space areas, indicating the approximate acreage by land use, density and type of buildings or dwelling units;
- b. The location of any lands to be dedicated to any public agency;
- c. The general circulation pattern;
- d. The relationship of the proposed project to the surrounding area.

B. **Contents of preliminary development plan application.** The application shall include the maps, plans, and supplementary documentation itemized below. The applicant shall submit a number of copies as determined by the Zoning Administrator and one digital copy in a format approved by the Zoning Administrator. The information submitted should include the following:

1. Completed application form along with the application fee. The application shall be signed by the property owner as defined in Section 1119.01(C) and notarized.
2. Vicinity map showing the relationship of the proposed PD to existing development and including existing property lines, easements, utilities, and street rights-of-way of the subject property and property within 500 feet of the site, zoning district boundaries, and existing land uses and structures.
3. Regional context map. A map of the proposed site and all areas within 2,000 feet in all directions showing both the basics of the proposed layout contained in the application and the property lines of the adjacent areas on a drawing that is 11 inches by 17 inches.
4. Legal description.
5. Map of existing conditions and features drawn to scale, with accurate boundaries of the entire project and a north arrow, including:
 - a. Boundaries of the area proposed for development, dimensions and total acreage;
 - b. Existing public rights-of-way, buildings, permanent facilities, access points and easements on, and adjacent to, the site;
 - c. Identification of any existing buildings or structures to be removed or demolished;
 - d. Existing zoning district boundaries and jurisdictional boundaries;
 - e. Existing utility systems and providers;
 - f. The location of existing topography showing contour lines at vertical intervals of not more than five feet, highlighting ridges, rock outcroppings and other significant topographical features and identifying any areas with slopes over 5%;

- g. Locations of all wooded areas, tree lines, hedgerows, and a description of significant existing vegetation by type of species, health, and quality;
 - h. Delineation of existing drainage patterns on the property;
 - i. Location of wetlands (and potential wetlands), the 100-year floodplain, floodway boundary, 20-foot buffer area beyond the floodway, and flood elevation as delineated by the Federal Emergency Management Agency maps including rivers and streams and their related river or stream bank, ponds, and water courses and as required by Chapter 1113.19, Floodplain Design Standards.
6. The preliminary development plan map shall include a plan for the entire area of the proposed project and shall be drawn to an appropriate scale with accurate boundaries of the entire project including a north arrow. The applicant shall submit a number of copies as determined by the Zoning Administrator and one digital copy in a format approved by the Zoning Administrator. The information submitted shall indicate:
- a. The proposed location, use and size of areas of residential, retail, office, industrial or institutional uses, community facilities, parks, playgrounds, school sites and other public areas and open spaces with the suggested ownership and maintenance provisions of such areas, and their related parking areas, and access points;
 - b. The general layout of the proposed internal road system, indicating the proposed vehicular right-of-way of all proposed public streets, general indication of private streets and pedestrian circulation, bike paths and other trail systems, access drive locations, improvements to existing streets, and traffic control requirements;
 - c. Any proposed off-site improvements and/or utility lines/extensions needed to serve the site;
 - d. Natural areas and other natural features to be conserved and any required buffer areas;
 - e. Natural features to be altered or impacted by the development and areas where new landscaping will be installed, etc.;
 - f. A summary table showing total acres of the proposed development; the number of acres devoted to each type of use, including streets and common areas; the number of dwelling units by type and density for each residential use area and the building height(s); and square footage as proposed for retail, office, industrial and institutional uses, by use area; and the number of parking spaces provided for each use area;
 - g. Space for signatures of the applicant and the Planning Commission Chair, and the dates of Planning Commission and Council approvals.

7. Preliminary plat, if appropriate, designed in compliance with the subdivision requirements set forth in Chapter 1111 Subdivision Development Standards. The required subdivision information may be included on the preliminary development plan.
8. Architectural drawings demonstrating the prototypical designs of the proposed buildings, to demonstrate the exterior design, character and general elements in sufficient detail to indicate the proposed visual character of the development.
9. Project phasing map. A phasing plan and schedule identifying the separate phases of the project, including utilities and any off-site improvements. Such schedule shall include the proposed use or reuse of existing features such as topography, structures, streets, easements and natural areas.
10. Proposed utilities including the proposed provision of water, sanitary sewer and surface drainage facilities, including engineering feasibility studies or other evidence of reasonableness, including verification of availability.
11. Traffic study indicating the impact of future traffic on the existing and proposed roadway system, as required by the City Engineer and/or Public Service Director.
12. Explanation of relationship of proposed development to existing and future land use in the surrounding area, the street system, community facilities and open space system, services and other public improvements. If the proposal is not fully consistent with the Land Use Plan, the applicant shall submit a letter justifying the proposed deviation from the Land Use Plan.
13. Development standards text. The development standards text identifying the requirements that are to govern the design and layout of the PUD.
 - a. The development standards text shall include signature and date lines for the applicant certifying the text.
 - b. Dimensions and/or acreages illustrated on the development plan shall be described in the development standards text.
 - c. Any dimensions or other provision that departs from any applicable standards set forth in the Riverside UDO, especially addressing signs, landscaping, appearance, and parking, shall be clearly described.
 - d. Adequate provision shall be made to establish a private organization (i.e.) homeowners association with direct responsibility to provide for the operation and maintenance of all common facilities that are part of the planned development, and, in such instance legal assurances shall be provided to show that the private organization is self-perpetuating.

C. *Contents of Final Development Plan Application.* The application shall include the maps, plans, designs and supplementary documents itemized below. Final development plans are intended to be detailed refinements for development and, as such, shall be accurate, detailed representations of the total aspects of the approved preliminary development plan. The applicant shall submit a number of copies as determined by the Zoning Administrator and one digital copy in a format approved by the Zoning Administrator. The information submitted shall include the following:

1. Completed application form along with the application fee.
2. Vicinity map showing the relationship of the area of the final development plan to the entire Planned Development District and including existing structures, property lines, easements, utilities, and street rights-of-way of the subject property and property within 500 feet of the site;
3. Regional context map. A map of the proposed site and all areas within 2,000 feet in all directions showing both the basics of the proposed layout contained in the application and the property lines of the adjacent areas on a drawing that is 11 inches by 17 inches.
4. Final subdivision plat. A final plat shall be submitted in accordance with Chapter 1111, Subdivision Development Standards, if the proposed development includes the subdivision of land and a final plat has not already been approved;
5. Legal description of the property, if a final plat is not submitted, with accurate distances and bearings from an established monument on the project to the three nearest established street lines or official monuments; and stamped or sealed evidence from a surveyor registered in the State of Ohio or engineer that the monuments actually exist and that all dimensional and geodetic details are correct;
6. Final development plan map prepared by a qualified professional such as a licensed architect, surveyor, engineer or landscape architect, and drawn to an appropriate scale indicating the following items, to the extent that the information is not already shown on the final subdivision plat or construction drawings for a subdivision:
 - a. A bar scale, north arrow, and total acreage of the area that is the subject of the final development plan, and accurate location of all monuments;
 - b. Radii, arcs, points of tangency, central angles for all curvilinear street, radii for all rounded corners, and length of all straight center line between curves on all public and private street;
 - c. The right-of-way lines of adjoining streets and alleys with their width and names, and indicating the edge of pavement and centerline;
 - d. All lot lines and easements with their dimensions;

- e. The dimensions and locations of proposed structures, buildings, streets, parking areas, yards, playgrounds, school sites and other public or private facilities; the proposed pedestrian and bike path systems; the arrangement of internal and in-out traffic movement including access roads and drives; lane and other pavement markings to direct and control parking and circulation; and the location of signs related to parking and traffic control;
 - f. Location of existing and proposed structures including fences, walls, signs, and lighting;
 - g. Location and layout of all proposed and existing outdoor storage areas including storage of waste materials and location of trash receptacles;
 - h. Sanitary sewers, water and other utilities including fire hydrants, as required, and proposed drainage and storm water management;
 - i. Delineation and identification of areas to be dedicated or reserved for public use, provided those areas are acceptable to the city, with the purposes indicated thereon, and of any area to be reserved by deed covenant for the common use of all property owners, listing who will maintain the acreage of such areas, or indicating if it is to be dedicated or reserved and the proposed timing of dedication or reservation;
 - j. Space for signatures of the owner, and applicant if different than the owner, and the Planning Commission Chair, and the date of Commission approval;
 - k. Summary table showing total acres of the proposed development, the number of acres devoted to each type of use including streets and open space, and the number of proposed dwelling units by type, building square footage, number of parking spaces, pavement coverage, impervious surface area and acreage devoted to open space, private streets, and other public facilities.
7. Proposed utilities. Verification of availability of all utilities, including water, sanitary sewer, gas, electric, cable, etc., and indication of all utility line extensions;
8. Additional plans for proposed development.
- a. Topographic maps showing existing and proposed grading contours, water courses, wetlands and flood plains and other flood hazard boundaries and information;
 - b. Landscaping, screening, and tree preservation plans as required by Chapter 1113.07.
 - c. A lighting plan, including but not limited to, light pole heights and locations, building accent lighting, pedestrian lighting, average footcandle calculations minimum foot-candles and maximum foot-candles.

- d. A dimensioned sign plan indicating the character, material, dimensions, location, shape, color(s) and type of illumination of signs;
 - e. Architectural plans for the proposed development, showing all exterior elevations and building floor plans, colors, materials, and other details to indicate the type of architectural style proposed for the development and conformity with applicable appearance standards, prepared by a licensed architect;
 - f. Construction plans for all public improvements, site grading, and required development practices specified by the city code.
9. Ownership. The ownership interests of the subject property, including liens and easements, and the nature of the developer's interest if not the owner.
10. Covenants, easements and restrictions.
- a. The substance of covenants, grants of easements, or other restrictions which will be imposed upon the use of the land, buildings, and structures, including proposed easements or grants for public utilities; and proper acknowledgment of owners and/or holders of mortgages accepting such restrictions.
 - b. For projects that include any area for common use of or to be maintained by multiple property owners, the association's bylaws or code of regulations, which shall include provisions that comply with the following requirements:
 - 1. Membership in the association shall be mandatory for all purchasers of lots in the development or units in a condominium;
 - 2. The association shall be responsible for maintenance, control, and insurance of common areas;
 - 3. The association shall have the power to impose assessments on members for the maintenance, control and insurance of common facilities, and have the power to place liens against individual properties for failure to pay assessments;
 - 4. The association shall have the authority to enforce reasonable rules and regulations governing the use of, and payment of assessments for maintenance, control and insurance of, common facilities by such means as reasonable monetary fines, suspension of the right to vote and the right to use any common recreational facilities, the right to suspend any services provided by the association to any owner, and the right to exercise self-help to cure violations;
 - 5. The conditions and timing of transfer of control from the developer to the unit or lot owners shall be specified;

6. The association shall convey to the city and other appropriate governmental bodies, after proper notice, the right to entrance to any common facilities for emergency purposes or in the event of nonperformance of maintenance or improvements affecting the public health, safety and welfare. The city shall have the right, after proper notice, to make improvements and perform maintenance functions. In addition, the city shall have the right to proceed against the association for reimbursements of said costs, including the right to file liens against individual condominium units, houses and vacant building lots.
- c. The provisions and authority for any required architectural review that may control any aspect of the project beyond the city requirements.
11. Modifications. A statement identifying any aspect of the final development plan in which the applicant is requesting a modification from the preliminary development plan, pursuant to Section 1119.07(G).
12. Updated existing conditions. An updated/revised map of existing conditions indicating all changes since the map was submitted with the preliminary development plan.
13. Table of contents. Table of contents or other index indicating where each of the plan submission requirements is located within the application package (page number of narrative or drawing).

1119.11 PLAN APPROVAL CRITERIA.

A. *Preliminary Development Plan.* In the review of proposed planned developments, the Planning Commission and City Council shall determine whether or not the preliminary development plan complies with the following criteria. In the event the Planning Commission determines that the proposed preliminary development plan does not comply with a preponderance of these criteria, the Planning Commission shall disapprove the application:

1. The proposed development is consistent with the purpose, intent and applicable standards of the UDO;
2. The proposed development is in conformity with Land Use Plan and other adopted plans or portions thereof as they may apply and will not unreasonably burden the existing street network;
3. The proposed development advances the general welfare of the city and immediate vicinity and will not impede the normal and orderly development and improvement of the surrounding areas;

4. The proposed uses are appropriately located in the city so that the use and value of property within and adjacent to the area will be safeguarded;
5. Proposed residential development will have sufficient open space areas that meet the objectives of the Land Use Plan;
6. The proposed development respects the unique characteristic of the natural features and protects the natural resources of the site;
7. Adequate utilities, access roads, drainage, retention and/or necessary facilities have been or are being provided;
8. Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets and to maximize public safety and to accommodate adequate pedestrian and bike circulation systems so that the proposed development provides for a safe, convenient and non-conflicting circulation system for motorists, bicyclists and pedestrians;
9. The relationship of buildings and structures to each other and to such other facilities provides for the coordination and integration of this development within the PD and the larger community and maintains the image of Riverside as a quality community;
10. The density, building gross floor area, building heights, setbacks, distances between buildings and structures, yard space, design and layout of open space systems and parking areas, traffic accessibility and other elements having a bearing on the overall acceptability of the development plans contribute to the orderly development of land within the city;
11. Adequate provision is made for storm drainage within and through the site so as to maintain, as far as practicable, usual and normal swales, water courses and drainage areas;
12. The design, site arrangement, and anticipated benefits of the proposed development justify any deviation from the standard development regulations included in the UDO or Subdivision Development Standards, and that any such deviations are consistent with the intent of the Planned Development District regulations;
13. The proposed building design meets or exceeds the quality of the building designs in the surrounding area and all applicable appearance standards of the city;
14. The proposed phasing of development is appropriate for the existing and proposed infrastructure and is sufficiently coordinated among the various phases to ultimately yield the intended overall development;

15. The proposed development can be adequately serviced by existing or planned public improvements and not impair the existing public service system for the area;
16. The applicant's contributions to the public infrastructure are consistent with any relevant adopted plans, have been reviewed by the Director of Public Service, and are sufficient to service the new development.

B. *Final Development Plan.* In the review of proposed planned developments, the Planning Commission shall determine whether or not the proposed development, as depicted on the final development plan, complies with the following:

1. The plan conforms in all pertinent respects to the approved preliminary development plan provided however, that the Planning Commission may authorize plans as specified in Section 1119.07(E)(4);
2. Adequate provision is made for safe and efficient pedestrian and vehicular circulation within the site and to adjacent property;
3. The development has adequate public services and open spaces;
4. The development preserves and is sensitive to the natural characteristics of the site in a manner that complies with the applicable regulations set forth in this UDO;
5. The development provides adequate lighting for safe and convenient use of the streets, walkways, driveways, and parking areas without unnecessarily spilling or emitting light onto adjacent properties or the general vicinity;
6. The proposed signs, as indicated on the submitted sign plan, will be coordinated within the PUD and with adjacent development; are of an appropriate size, scale, and design in relationship with the principal building, site, and surroundings; and are located so as to maintain safe and orderly pedestrian and vehicular circulation;
7. The landscape plan will adequately enhance the principal building and site; maintain existing trees to the extent possible; buffer adjacent incompatible uses; break up large expanses of pavement with natural material; and provide appropriate plant materials for the buildings, site, and climate;
8. Adequate provision is made for storm drainage within and through the site which complies with the applicable regulations in this UDO and any other design criteria established by the city or any other governmental entity which may have jurisdiction over such matters;

9. If the project is to be carried out in progressive stages, each stage shall be so planned that the foregoing conditions are complied with at the completion of each stage;
10. The Commission believes the project to be in compliance with all other local, state and federal laws and regulations.

MEETING DATE: May 19, 2022**AGENDA ITEM: New Business****TO:** Riverside City Council**FROM:** Josh Rauch, City Manager**SUBJECT:** Ordinance No. 22-O-796 – An ordinance to approve employee position titles, number of positions and pay ranges to repeal Ordinance No. 22-O791 passed March 3, 2022.

EXPLANATION

The City has operated without a Community Development Director position since March of this year. At the end of May, a part-time Administrative Assistant position will become vacant.

The attached TO eliminates funding for both of the positions above, and creates a new full-time Community Development Technician position. The proposed position will report to the Zoning Administrator and will be responsible for front-line customer support, including but not limited to:

- Permit application intake and review
- Permit issuance and tracking
- Plan review
- Code Enforcement support
- Property inspections/violation support
- Planning Commission and Board of Zoning Appeals support
- General administrative tasks

By eliminating funding for two existing positions and reallocating funding to the proposed Technician position, the City will be able to realize some salary savings while improving capacity and service.

RECOMMENDATION

It is respectfully recommended that the Mayor and City Council approve the attached legislation

FISCAL IMPACT

This change will result in an estimated annual cost savings of approximately \$37,000 as illustrated below.

Position	Annual Salary	Est. Benefits	Est. Total
Community Development Director	\$87,838	\$16,315	\$104,153
PT Administrative Assistant	\$24,024	\$4,500	\$28,524
Current Positions	\$111,862	\$20,815	\$132,677
Proposed CD Tech*	\$56,000	\$39,000	\$95,000
Est. Savings			\$37,677

*Assumes top salary rate and highest insurance costs to provide conservative estimate



SOURCE OF FUNDS

Personnel costs will continue to be paid from the General Fund, Department 108 – Community Development.

EXHIBITS

Legislation and Exhibit A

22-O-796

AN ORDINANCE TO APPROVE EMPLOYEE POSITION TITLES, NUMBER OF POSITIONS AND PAY RANGES AND TO REPEAL ORDINANCE NO. 22-O-791, PASSED MARCH 3, 2022.

WHEREAS, the City Manager has undertaken a review of the present organizational structure of the City of Riverside, including position titles, number of positions and pay ranges; and

WHEREAS, the City Manager has made recommendations for the adopting of changes thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RIVERSIDE, STATE OF OHIO:

Section 1: That the compensation and number of officials and employees of the City of Riverside be fixed as per the attached Exhibit A, and the positions listed in Exhibit A are hereby established in respect to position, title, authorized number and pay range.

Section 2: That Ordinance No. 22-O-791, passed March 3, 2022, and all other Ordinances in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 3: That this Ordinance shall take effect and be in full force from and after the earliest date allowed by law.

PASSED THIS DAY OF _____.

APPROVED:

MAYOR

ATTEST:

CLERK

CERTIFICATE OF THE CLERK

I, _____, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 22-O-796 passed by the Riverside City Council on _____.

IN TESTIMONY WHEREOF, witness my hand and official seal this day _____.

CLERK

Position Title	Type of Position	Authorized Strength	Appropriated Strength	Pay Range	
				Minimum	Maximum
COUNCIL					
Clerk of Council	FT	1	1	\$45,000	\$56,000
CITY MANAGER’S OFFICE					
City Manager/Director of Personnel	FT	1	1	Contract	Contract
Assistant City Manager	FT	1	1	\$76,000	\$102,000
Administrative Assistant	FT	2	2	\$31,200	\$53,200
Administrative Assistant	PT	1	0	\$15.00hr	\$24.61hr
Intern	PT	1	1	\$15.00hr	\$16.00hr
FINANCE DEPARTMENT					
Director	FT	1	1	\$76,000	\$102,000
Finance Administrator	FT	1	1	\$55,600	\$93,000
Finance Assistant	FT	1	1	\$36,400	\$55,600
LAW DEPARTMENT					
Law Director	FT	1	1	Contract	Contract
Prosecutor	FT	1	1	Contract	Contract
COMMUNITY DEVELOPMENT					
Director	FT	1	0	\$76,000	\$102,000
Economic Development Specialist	FT	1	1	\$47,000	\$72,700
Zoning Administrator	FT	1	1	\$47,000	\$72,700
Community Development Technician	FT	1	1	\$36,400	\$55,600
Code Enforcement Officer	FT	1	1	\$36,400	\$55,600
FIRE DEPARTMENT					
Chief	FT	1	1	\$76,000	\$102,000
Battalion Chief	FT	3	3	\$72,800	\$95,000
Fire Lieutenant/Firefighter/EMT-P*	FT	19	16	Contract	Contract
Firefighter/EMT	PT	42,000 Hrs	33,000 Hrs	\$10.00hr	\$20.00hr
Administrative Assistant	PT	1	1	\$15.00hr	\$24.61hr
POLICE DEPARTMENT					
Chief	FT	1	1	\$76,000	\$102,000
Major	FT	2	2	\$72,800	\$95,000
Sergeants	FT	4	4	Contract	Contract
Officer	FT	22	22	Contract	Contract
Advocate	FT	1	1	\$36,400	\$55,600
Records Clerk	FT	1	1	\$36,400	\$55,600
Property Room Custodian	FT	1	1	\$36,400	\$55,600
PUBLIC SERVICES DEPARTMENT**					
Director	FT	1	1	\$76,000	\$102,000
Administrative Assistant	PT	1	1	\$15.00hr	\$24.61hr
Engineering Technician	FT	1	1	\$66,300	\$80,500
Operations Manager	FT	1	1	\$66,300	\$80,500
Working Foreman	FT	1	1	Contract	Contract
Equipment Operator	FT	2	2	Contract	Contract
Park Technician	FT	2	2	Contract	Contract
Construction Inspector	FT	2	2	Contract	Contract
Maintenance Worker	FT	2	2	Contract	Contract

*No more than three (3) Lieutenants at one time

**No more than nine (9) total contract personnel, and two (2) bargaining unit members in the same position classification in the Public Services Department

FT=Regular full-time working more than 30 hours per week and no less than 1,560 hours per year

PT=Regular part-time working 28.5 hours per week or less on an annualized average basis

T=Temporary Working up 40 hours a week for a definite duration



MEETING DATE: May 19, 2022

AGENDA ITEM: New Business

TO: Riverside City Council

FROM: Kathy Bartlett, Public Service Director

SUBJECT: Resolution No. 22-R-2771 - A resolution authorizing the city manager to sign a renewal easement granted by the United States of America Department of the Air Force, Wright-Patterson Air Force Base for a road right-of-way over a 0.249 of an acre parcel lying between Huberville Avenue and Springfield Street.

EXPLANATION

This Resolution is a renewal of a 25-year easement at the corner of Huberville Avenue and East Springfield Street. This 0.249 acre parcel is used for electric service poles for the traffic signal at the Air Force Museum Entrance and street lighting. See Exhibit attachment for location. The term of this easement is from July 1, 2022 to June 30, 2047.

RECOMMENDATION

It is respectfully recommended that the Mayor and City Council approve the attached legislation

FISCAL IMPACT

N/A

SOURCE OF FUNDS

N/A

EXHIBITS

Legislation and Exhibit A

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A RENEWAL EASEMENT GRANTED BY THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE, WRIGHT-PATERSON AIR FORCE BASE FOR A ROAD RIGHT-OF-WAY OVER A 0.249 OF AN ACRE PARCEL LYING BETWEEN HUBERVILLE AVENUE AND SPRINGFIELD STREET.

WHEREAS, the City of Riverside previously had a 25-year easement granted by the United States of America Department of the Air Force, Wright-Patterson Air Force Base for a road right-of-way over a 0.249 of an acre parcel lying between Huberville Avenue and Springfield Street on, over, under, and across the property on Wright-Patterson Air Force Base, Ohio as described in Exhibit A and depicted on Exhibit B; and

WHEREAS, this 25-year easement began May 1, 1997, and ended on April 30, 2022; and

WHEREAS, the terms of the new easement shall be for a term of 25 years commencing on July 1, 2022, and ending on June 30, 2047; and

WHEREAS, this easement is for the construction, operation, and maintenance of a public road for the benefit of the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RIVERSIDE, STATE OF OHIO:

Section 1: The City Manager is hereby authorized to execute an easement as set forth in Exhibit A attached hereto and incorporated by reference herein.

Section 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of the within Resolution to the City Manager, the Finance Director and the Director of Public Services, who will provide a copy to the appropriate personnel at Wright-Patterson Air Force Base.

Section 3: This Resolution shall take effect and be in force from and after the date of its passage.

PASSED THIS DAY OF _____.

APPROVED:

MAYOR

22-R-2771

ATTEST:

CLERK

CERTIFICATE OF THE CLERK

I, _____, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 22-R-2771 passed by the Riverside City Council on _____.

IN TESTIMONY WHEREOF, witness my hand and official seal this day
_____.

CLERK

Resolution No. 22-R-2771 Exhibit A

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
CITY OF RIVERSIDE
ON
WRIGHT-PATTERSON AIR FORCE BASE, OHIO

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein and the granting of this Easement is not against the public interest, does hereby grant and convey to City of Riverside, a municipality, duly incorporated in the State of Ohio and authorized to do business in the City of Riverside, Montgomery County, Ohio (the "Grantee"), a nonexclusive Easement for a road right-of-way over a 0.249 of an acre parcel lying between Huberville Avenue and Springfield Street on, over, under, and across the property on Wright-Patterson Air Force Base (AFB), Ohio, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1 Term. This Grant shall be for a term of 25 years commencing 01 JULY 2022 ("Commencement Date") and ending 30 JUN 2047 ("Expiration Date") unless sooner terminated."

1.2 Termination. The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

2. RENT

2.1 The consideration for this easement shall be the construction, operation and maintenance of a road for the benefit of the general public in accordance with AFI 32-9003, para. 4.3 and the terms and conditions hereinafter set forth.

3. CORRESPONDENCE

3.1 Any notices pursuant to this Lease shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

GOVERNMENT:
88 CEG / CEIAP
Real Property Division
1450 Littrell Road
Wright-Patterson Air Force Base, OH 45433

GRANTEE:

City of Riverside
5200 Springfield Street, Suite 100, Riverside, OH 45431

4. USE OF EASEMENT AREA

4.1 Permitted Uses. The Grantee shall use the Easement Area solely for purposes of the [construction, operation, and maintenance of a public road](#). Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws, as defined in Section 25.1.1 below. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2 Grantee Access. Grantee is granted the nonexclusive right to use the walkways, streets, and roads on [Wright-Patterson AFB, Ohio](#) in common with the Government and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

4.3 Government's Right of Access And Inspection. Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Government will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This Easement is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions

contained in this Easement. Violation of any such regulations, orders, or conditions may result in the termination of this Easement. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of Grantee Parties while on the Installation.

4.4 Government's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Government, or its duly authorized representatives, may from time to time impose.

4.5 No Obstructions. Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6 Limitation Of Grantee Rights. Except as is reasonably required to affect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

5.1 Termination. This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement, and Government may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Government shall give written notice of any termination, which [shall be effective as of the date of the notice](#).

5.2 Remedies For Non-Compliance. In the event the Grantee fails to comply with any obligation under this Easement, the Government may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Government for its attorney fees and costs

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

6.1 This Easement is subject to all outstanding easements, rights of way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

7.1 The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted “as is, where is” without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

8. MAINTENANCE OF EASEMENT AREA

8.1 Maintenance of Easement Area. The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2 Damage to Government Property. If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

9.1 The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

10. INSURANCE

10.1 Risk of Loss. The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2 Grantee Insurance Coverage. During the entire Easement Term, the Grantee, at no expense to the Government, shall carry and maintain the following types of insurance;

10.2.1 Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used

to access the Easement Area. Such insurance must be effective throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of “any auto” with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government

10.2.1.1 The insurance carried and maintained by the Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which the Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2 Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer

10.2.2 Workers’ compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers’ liability, with limits of \$1,000,000 each coverage and policy limit.

10.3 General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of [Ohio](#); (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days’ written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.4 Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government’s option, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

10.5 Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1 In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2 In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1 Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Government's use of the Easement Area and the operation of the Installation.

11.2 Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable DAF requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 4 February 2019, as amended.

12. COSTS OF UTILITIES/SERVICES

12.1 The Grantee shall be responsible for all utilities, janitorial services, refuse collection, and building and grounds maintenance of the Easement Area without cost to the Government.

13. RESTORATION

13.1 Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Government may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Government's satisfaction. Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Government's notice of termination. Alternatively, at those same times, Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Government and shall be effective on the Easement Expiration Date or the effective date of any abandonment or termination, without additional consideration, therefore. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

13.2 Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Government's option, Grantee's improvements and personal property located on the Easement Area shall either become Government's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee, and no claim for damages against Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

14.1 The Grantee may not assign this Easement without the prior written consent of the Government.

15. LIENS AND MORTGAGES

15.1 Prohibition Against Liens and Mortgages on the Easement Area. The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1 Compliance with Applicable Laws. Grantee shall comply with all Applicable Laws and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Government, indemnify Government for all costs of completing such cleanup, abatement, or response action.

16.2 Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3 Indemnification. The Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Government and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any Applicable Laws that may be in effect from time to time.

16.4 Government Caused Environmental Damage. Grantee does not assume any of Government's liability or responsibility for environmental impacts and damage resulting from Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5 Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Laws. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

16.6 Grantee Response Plan. The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills

16.7 Pesticide Management. Any pesticide use will require prior Government approval.

16.8 Compliance with Water Conservation Policy. The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date.

16.9 Protection of Environment and Natural Resources. The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

16.10 Pesticides and Pesticide Related Chemicals in Soil. The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for the injury or death of any person affected by such soil conditions

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

17.1 Asbestos-Containing Materials (ACM). The Grantee is hereby notified that the Easement Area may contain existing and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

17.2 Lead-Based Paint (LBP). The Grantee is hereby notified that LBP materials may be present on exterior and interior surfaces of any facilities within the Easement Area or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Easement Area or any

improvements located thereon, necessary or required in connection with the use of the Easement Area. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1 Compliance With Health and Safety Plan. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2 Occupational Safety and Health. The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

19.1 Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470aa; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Easement Area, Grantee shall cease its activities at the site and immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1 IRP Records. On or before the Commencement Date, the Government shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is listed subsequent to the granting of this Easement, the Government will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the

terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

20.2 No Liability for Interference. The Grantee expressly acknowledges that it fully understands the potential for some or all of the IRP response actions to be undertaken with respect to the IRP may impact the Grantee's use of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.3 Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.3.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.3.2 To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3 To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.3.4 To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.4 ACCESS FOR RESTORATION

20.4.1 Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA)

or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.4.2 The United States Environmental Protection Agency (USEPA) and the state in which the Easement Area is located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with DAF's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY ENVIRONMENTAL CONDITION OF PROPERTY

21.1 An Environmental Baseline Survey ("EBS") for the Easement Area dated [25 MAR 2022](#) has been delivered to the Grantee and is attached as [Exhibit D](#) hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1 Covenant Against Contingent Fees. The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

22.2 Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3 Facility Nondiscrimination. As used only in this Condition, the term “Facility” means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1 The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2 The Parties agree that in the event of the Grantee’s noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

22.4 Gratuities.

22.4.1 The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2 The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3 If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4 The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

22.5 No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6 Records and Books of Account. The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

22.7 Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8 Counterparts. This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

22.9 Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10 Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

22.11 Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable,

will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12 Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13 Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14 Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15 Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

22.16 No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17 Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state in which the Easement Area is located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any

of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1 Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2 Installation Access. The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and DAF regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to Applicable Laws and regulations. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3 Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, pursuant to Applicable Laws and regulations, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4 No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

25.1 Compliance With Applicable Laws. The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1 “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2 Permits, Licenses, and Approvals. The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

25.3 No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises **concurrent** federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

25.5 Grantee Right to Contest. The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature

referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

26.1 The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

[This Easement is not subject to 10 U.S.C. § 2662.](#)

28. AMENDMENTS

28.1 This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1 No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2 Grantee Liability. Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or

related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

30.1 It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

31.1 The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

32.1 Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENT

33.1 This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

34. EXHIBITS

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises
Exhibit B - Map of Premises
Exhibit C - Physical Condition Report
Exhibit D – Environmental Baseline Survey

[GOVERNMENT SIGNATURE PAGE TO GRANT OF EASEMENT]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the _____ day of _____, 2022.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: _____
JUDITH H. TEPPERMAN, GS-15, DAF
Chief, Real Property Management Division
Installations Directorate

[GRANTEE SIGNATURE PAGE TO GRANT OF EASEMENT]

GRANTEE:

CITY OF RIVERSIDE

By: _____
JOSHUA RANCH
City Manager

Attest:

Chris Lohr
Assistant City Manager

EXHIBIT A

Description of Premises

0.249 acres lying between Huberville Avenue and Springfield Street

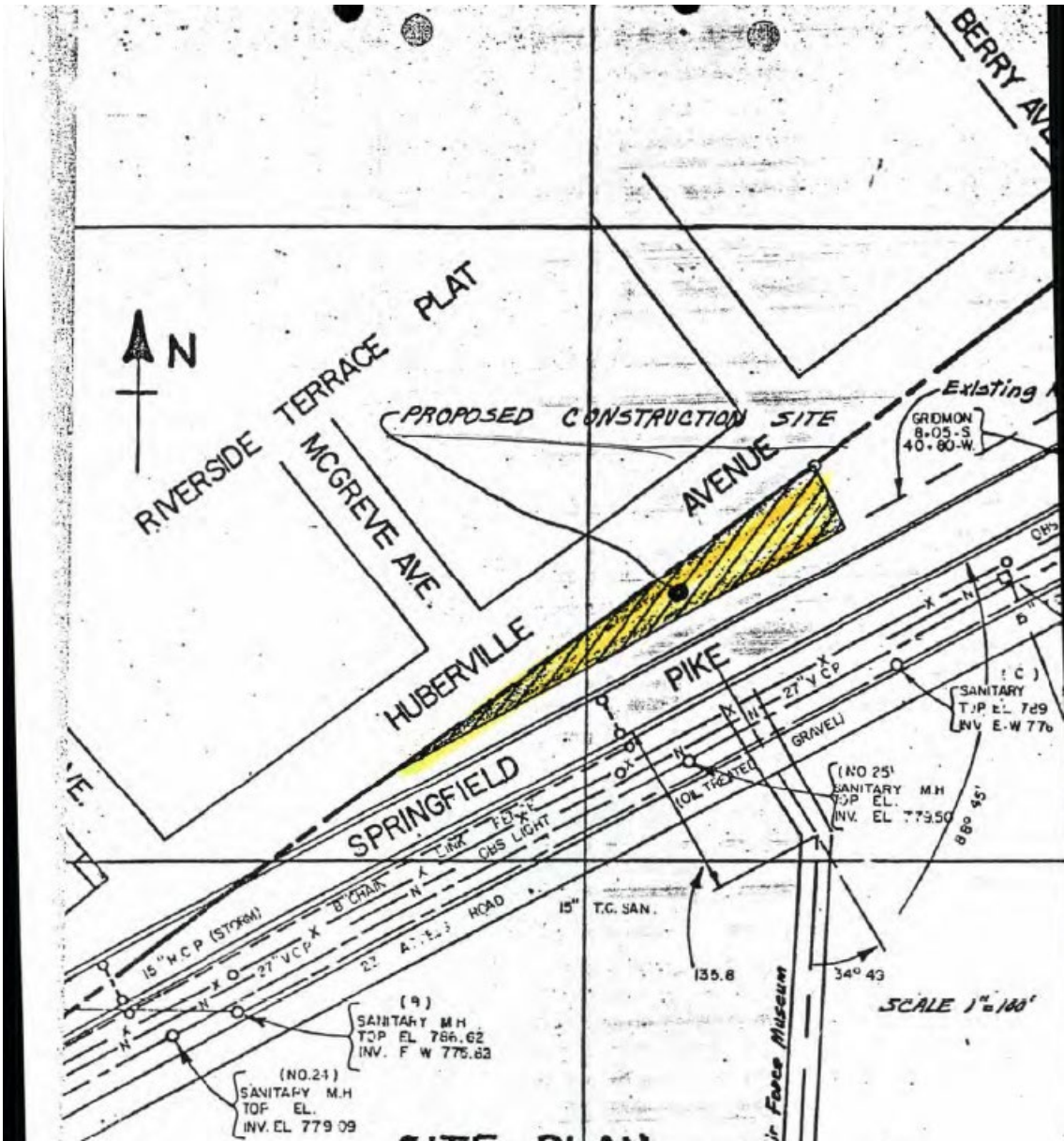


EXHIBIT B

Map of Premises

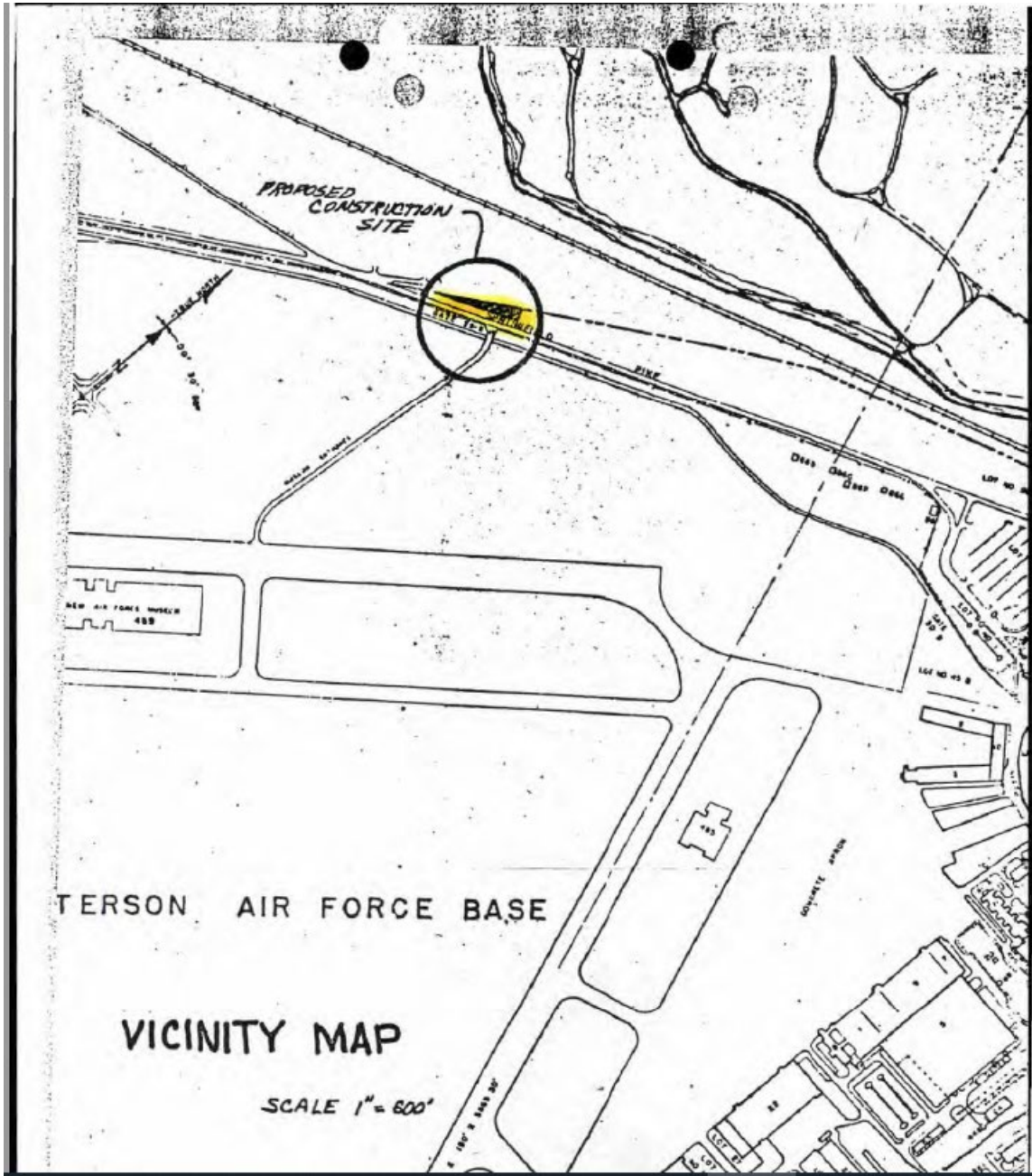


EXHIBIT C

PHYSICAL CONDITION REPORT

Physical Condition Report			
1. LOCATION Wright Patterson Air Force Base, Area B		2. DATE OF INSPECTION 03 MAR 2022	
3. PROPERTY NAME OR DESCRIPTION Facility 0.249 acres of WPAFB land			
4. NAME OF LESSEE, LICENSE, USER OR PERMITTEE City of Springfield			
5. INSTRUMENT		6. INTEREST OR RIGHT GRANTED Easement for road right-of-way.	
a. TYPE <input type="checkbox"/> LEASE <input checked="" type="checkbox"/> EASEMENT <input type="checkbox"/> LICENSE <input type="checkbox"/> PERMIT			
b. NUMBER USAF-AFMC-ZHTV- DACA27-2-00-121			
c. EFFECTIVE DATE 01 MAY 1997		d. EXPIRATION DATE 30 APR 2022	
7. ANNUAL RENTAL or PAYMENT N/A		8. COMPLIANCE WITH TERMS <input checked="" type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY	
9. Facility Condition Report:			
Condition	Exterior	Condition	Interior
G	Grounds	N/A	HVAC
G	Pavements	N/A	Plumbing
N/A	Roof	N/A	Walls
N/A	Siding	N/A	Ceiling
N/A	Windows/Doors	N/A	Floor
N/A	Other	N/A	Other
NOTE: G = Good F = Fair P = Poor			
10. SITE UTILITIES:			
Electrical: N/A Water Supply: N/A Wastewater System: N/A Heating Method: N/A Air Conditioning: N/A Storm Water System: N/A			
11. RECOMMENDATIONS AND REMARKS Road ROW easement - Edna Avenue between Huberville Avenue & Springfield Street			
12a. REAL PROPERTY OFFICIAL NAME Thomas Jones - Realty Specialist		b. DATE 15 MAR 2022	c. SIGNATURE JONES, THOMAS, SCOTT, 107 2987361 <small>Digitally signed by JONES, THOMAS, SCOTT, 1072987361 Date: 2022.03.15 10:52:15 -0400</small>
		13. REPORT <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	

EXHIBIT D

ENVIRONMENTAL BASELINE SURVEY



Waiver of Environmental Baseline Survey to the
City of Riverside for a section of Edna Avenue

This waiver is being prepared in accordance with *Department of the Air Force Guidance Memorandum to Department of the Air Force Instruction 32-7020, Environmental Restoration Program, Section A3.3.3*, dated 5 November 2021. This Air Force guidance states that an Environmental Baseline Survey (EBS) waiver is possible when an initial records review, interviews, and site inspections indicate there are no potential sources, releases, or disposal of environmental contamination on the property and if examination of the proposed use of the property indicates that all the following criteria are met:

1. The condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents.
2. The allowable use of the property will not introduce any hazardous substances or petroleum products in quantities greater than the minimum levels.
3. The allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc.).

The subject action involves granting an outgrant easement of 0.249 acres of land between Huberville Avenue and Springfield Street to the City of Riverside for a twenty-five year term on Wright-Patterson Air Force Base.

A site inspection conducted on 15 March 2022 revealed no potential sources, releases, or disposal of environmental contamination on the property. Use of the property does not create unacceptable human health and safety risks nor does it introduce hazardous materials or petroleum products in quantities greater than minimum levels. The use of the property is consistent with environmental compliance requirements.

Therefore, based on the fact that the site shows no potential sources of contamination and that the proposed use of the property meets the criteria set out above, the requirement for an Environmental Baseline Survey is hereby waived.

APPROVED:

BAKER.RAYMOND.F.1
 230231105

Digitally signed by
 BAKER.RAYMOND.F.
 F.1230231105
 Date: 2022.03.25
 16:32:40 -04'00'

RAYMOND F. BAKER
 Environmental Branch Chief
 Installation Management Division



MEETING DATE: May 19, 2022

AGENDA ITEM: New Business

TO: Riverside City Council

FROM: Daniel Stitzel, Fire Chief

SUBJECT: Resolution No. 22-R-2772 Authorizing the City Manager to enter into a contract for the purchase of Firefighter Protective Equipment.

EXPLANATION

To replace aging PPE, maintain 2 sets per firefighter to promote cancer prevention and health.

RECOMMENDATION

It is respectfully recommended that the Mayor and City Council approve the attached legislation.

FISCAL IMPACT

The total purchase will not exceed \$115,000 for approximately 30 sets of the gear. There is an approximate 10% increase in the requested amount to cover any contingencies or inflationary costs.

SOURCE OF FUNDS

The funds are currently unappropriated in the fire fund balance. Depending on when the PPE is delivered and invoiced the funds will need appropriated into the current budget or most likely be appropriated into the 2023 budget during the normal budgeting process. Expected delivery time is approximately nine (9) months from ordering.

EXHIBITS

Resolution

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF FIREFIGHTER PROTECTIVE EQUIPMENT.

WHEREAS, the Fire Department continually maintains a supply of firefighter protective equipment which has a maximum service life of ten (10) years; and

WHEREAS, in 2018, the Fire Department supplied firefighters with a second set of protective equipment to promote and support cancer prevention and ensure firefighter safety in the event a set becomes damaged or requires cleaning; and

WHEREAS, numerous older sets have expired since 2018 or are set to expire in 2022 and 2023, and replacement protective equipment must be purchased to adequately supply firefighters; and

WHEREAS, Phoenix Safety Outfitters is the sole source supplier of the Lion Apparel Firefighter Protective Equipment currently used by the Fire Department, and continuing to use Lion maintains familiarity, interoperability, and like inventory to facilitate easier repair and cleaning by Phoenix Safety Outfitters for all Fire Department protective equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RIVERSIDE, STATE OF OHIO:

Section 1: That in accordance with the recommendations of the Fire Chief, this Council does herewith determine that it is in the best interest of the City to purchase Thirty (30) sets of firefighter protective gear for a total price not to exceed \$115,000.00. Accordingly, the City Manager, Fire Chief, and/or Director of Finance are hereby authorized to enter into such contracts and agreements with Phoenix Equipment Outfitters, and to take such action as may be necessary to purchase the aforesaid equipment.

Section 2: Said amounts as detailed within this Resolution shall be paid from following budgetary funds: Account 201.201.5235 Protective Clothing.

Section 3: That the Clerk be and is hereby authorized and directed to forward a certified copy of the within Resolution to the City Manager, Director of Finance and Fire Chief.

Section 4: That this Resolution shall take effect and be in full force from and after the date of its passage.

PASSED THIS DAY OF _____.

22-R-2772

APPROVED:

MAYOR

ATTEST:

CLERK

CERTIFICATE OF THE CLERK

I, _____, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 22-R-2772 passed by the Riverside City Council on _____.

IN TESTIMONY WHEREOF, witness my hand and official seal this day
_____.

CLERK

MEETING DATE: May 19, 2022

AGENDA ITEM: New Business

TO: Riverside City Council

FROM: Josh Rauch, City Manager

SUBJECT: Ordinance No. 22-R-2773 – A resolution by the Council of the City of Riverside, Ohio authorizing the city manager to enter into a License Agreement with Project Riverside, a 501(c)3 Corporation.

EXPLANATION

Project Riverside is interested in using the middle portion of Rohrer Pavilion for meeting and storage space. The attached revocable license permits the organization to use the space in exchange for a license fee (\$250 every six months, negotiable). The agreement requires Project Riverside to:

- Carry appropriate insurance
- Maintain areas of the building occupied by Project Riverside, including cleaning and stocking restrooms
- Keep exterior restroom doors locked unless otherwise approved by the City in writing
- Maintain only one copy of the building key

RECOMMENDATION

It is respectfully recommended that the Mayor and City Council approve the attached legislation

FISCAL IMPACT

The license agreement brings modest revenue into the City (\$250 every six months). The impact of additional utility costs due to Project Riverside occupying the facility is not known; however, the agreement provides that the license fee can be adjusted to help cover any additional City expenses incurred.

SOURCE OF FUNDS

Not Applicable

EXHIBITS

Legislation and Exhibit A

22-R-2773

**A RESOLUTION BY THE COUNCIL OF THE CITY OF RIVERSIDE, OHIO
AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE
AGREEMENT WITH PROJECT RIVERSIDE, A 501(C)3 CORPORATION.**

WHEREAS, the City of Riverside is owner of the building at Rohrer Park known as the “Rohrer Pavilion” at 724 Rohrer Blvd, Riverside, OH; and

WHEREAS, the City manager reports that the 501(c)3 Corporation, Project Riverside, wishes to enter into a license agreement with the City to utilize a portion of the Rohrer Pavilion for the sole purpose of holding meetings involving not more than 12 individuals, for light storage of materials without significant monetary value, and for other uses approved in advance and in writing by the City Manager; and

WHEREAS, the City Manager further reports that the material terms of a License Agreement have been negotiated between both parties and the City Manager has briefed City Council on the material terms of the License Agreement; and

WHEREAS, it is the recommendation of the City Manager that the City Council authorize the execution of the license terms with Project Riverside.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RIVERSIDE, STATE OF OHIO:

Section 1: In accordance with the recommendation of the City Manager, this Council, having been informed of the material terms of the License Agreement, does determine that it is in best interest of the City to enter into the aforementioned agreement with Project Riverside. Accordingly, the City Manager is hereby authorized to enter into said License Agreement.

Section 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of this resolution to the City Manager and Director of Finance, who will submit a certified copy to the duly recognized agent of Project Riverside.

Section 3: This Resolution shall take effect and be in force from and after the date of its passage.

PASSED THIS DAY OF _____.

APPROVED:

MAYOR

22-R-2773

ATTEST:

CLERK

CERTIFICATE OF THE CLERK

I, _____, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 22-R-2773 passed by the Riverside City Council on _____.

IN TESTIMONY WHEREOF, witness my hand and official seal this day
_____.

CLERK

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Riverside, Ohio, 5200 Springfield St., Suite 100, Riverside, Ohio 45431, a Municipal Corporation, hereinafter referred to as "LICENSOR," and Project Riverside, 335 Marjorie Ave., Ohio 45409, a 501c3 Corporation, hereinafter referred to as "LICENSEE," and collectively LICENSOR and LICENSEE are hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, Licensor desires to grant a non-exclusive revocable License to allow Licensor to use a portion of the building in Rohrer Park known as the "Rohrer Pavilion" at 724 Rohrer Blvd, Riverside, Ohio 45404 ("the Building"), said portion consisting of the meeting room and restrooms, for the sole purposes of holding meetings involving not more than twelve (12) individuals, for light storage of materials without significant monetary value, or as otherwise approved in advance and in writing by the City Manager of Licensor; and

WHEREAS, Licensee desires to obtain said non-exclusive revocable License, as described herein, for the sole purposes of holding meetings involving not more than twelve (12) individuals, for light storage of materials without significant monetary value, or as otherwise approved in advance and in writing by the City Manager of Licensor, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter set forth, the Parties hereto agree as follows:

1. This Agreement is created under and in furtherance of the authority set forth in Sections 5.01 and 6.03 of the Charter of the City of Riverside, Ohio.
2. Licensor hereby licenses and authorizes to Licensee, its agents, employees, invitees, and permittees the right to enter the Building, which is owned by Licensor, for the sole purposes of Licensee conducting meetings involving not more than twelve (12) individuals, for light storage of materials without significant monetary value (such as office supplies, cleaning supplies, chairs and tables for use at meetings, and such other equipment as may be approved in advance and in writing by the City Manager), and for no other purpose without written pre-approval. Licensee acknowledges that the Building has four total areas/rooms and this license and Licensee's use of the Building is limited to the meeting room within the building and the restrooms, and that the License does not extend to use of the kitchen/concession area or the storage room.
3. Licensee specifically acknowledges that this is a non-exclusive License and that Licensor, its agents, employees, permittees, and invitees may also use and have access to the Building, including those areas which Licensee may use as described in the preceding paragraph.

4. Licensee agrees to comply with all applicable City, County, State, Federal, or other applicable laws, codes, rules, ordinances, and regulations. Violation of any City, County, State, Federal, or other applicable laws, codes, rules, ordinance, or regulations by Licensee, its agents, employees, invitees, and permittees may be cause to terminate this License, at the sole discretion of the Licensor.
5. Licensee shall not keep or have on the premises of the Building, or any other area encompassed by this License, any article or thing of a dangerous, flammable, combustible, or explosive character that is ordinarily considered "hazardous."
6. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way respecting the Building, or any other area covered by this License, whether or not of record.
7. Licensee specifically agrees that it shall defend, indemnify, and hold harmless the Licensor and its officials, officers, employees, agents, and volunteers from and against any and all damages, injuries, or losses suffered by any and all persons or entities arising out of, as a result of, or in any way connected with this License, the use of the building, the storing of materials such as office supplies, cleaning supplies, chairs and tables for use at meetings, and such other items or property as Licensee may keep on the premises, or any other activities related to this License. This duty to defend, indemnify, and hold harmless includes and applies, but is not limited to, any claims for loss or damage to any property or for the death of or injury to any person or persons.
8. Licensee on its own behalf and on behalf of its agents, employees, invitees, and permittees hereby waives any right of recovery against Licensor due to loss or damage to person or property when such loss or damage, whether to person or property, arises out of Licensor's or its officials', officers', employees', agents', invitees', and volunteers' ordinary negligence, any act of God, or any of the property perils included in the classifications of fires or extended perils (as such term is used by the insurance industry), whether or not such perils have been insured, self-insured, or are non-insured.
9. During the term (and any period of early entry or occupancy or holding over by Licensee, if applicable), Licensee will maintain the following types of insurance in the amounts specified below:
 - (a) Liability Insurance. Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering Licensee's use of the Building and any area covered by the License against claims for bodily injury or death or property damage, which insurance will be primary and non-contributory, will name Licensor as an additional insured for such coverage, and will provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000.00 for

each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(b) Property Insurance. Licensee will maintain property insurance in an amount sufficient to reimburse Licensee for all of its equipment, fixtures, inventory, and other personal property located on or in the License Area, including an improvements hereinafter constructed or installed.

(c) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law.

Licensee will provide proof of insurance prior to occupancy and, thereafter, on the anniversary of the effective date for any period of renewal, or at the request of Licensor.

10. This License shall be in effect from June 1, 2022 through May 31, 2023; provided, however, that Licensor shall have the right to revoke and terminate this Agreement and the license granted herein at the sole discretion of the City Manager and at any time this Agreement is in effect by providing thirty (30) days written notice to the Licensee of its intention to do so. Upon termination, the Building and any area covered by the License shall be returned to its original condition by Licensee, including removal of any and all items stored or placed in the area by Licensee or on its behalf, including any items as may be approved by the City Manager. Further, Licensee agrees that any items stored, placed, or kept in or in the area of the Building which are not removed within ten (10) days of termination shall be considered abandoned by Licensee and may be disposed of by Licensor without further notice. Upon written permission of Licensor, Licensee may occupy and use the Building prior to the effective date for no additional fee, but otherwise under and subject to the terms and obligations set forth for Licensor in this license.
11. Licensee agrees to maintain the rooms/area of the Building used or occupied by Licensee under this License at the sole cost of Licensee, including, but not limited to, cleaning of the rooms/area and stocking of bathroom supplies. The Licensor reserves the right to inspect all areas of the property covered by this License at any and all reasonable times. Licensee shall not construct or make any improvements or alterations to the Building or any room/area covered by this License without prior written approval of Licensor and Licensee shall not interfere with any utilities, plumbing, electrical, or HVAC systems on the property. Licensee agrees that any improvements or alterations to the property shall become property of the Licensor.
12. Licensee acknowledges that the bathrooms subject of this License have both interior and exterior doors for access and Licensee agrees that it will keep the exterior doors locked at all times and will not permit access to the bathrooms by the general public without prior written approval from Licensor.

13. Licensee agrees that it will be provided one key to the Building and that it will not make copies of that key. Licensee agrees to return the key provided to it upon expiration or termination of the License. In the event that Licensee's key is lost or is not returned upon such expiration or termination, Licensee will pay, at Licensor's discretion, the cost of a replacement key and/or the cost re-key or replace locks for the building.
14. In exchange for this License and to cover sums approximating expenses resulting from Licensee's use, Licensee agrees to pay Licensor the sum of \$250 every six months (semiannually) with the first payment due by July 15, 2022, and with subsequent payments due every six months thereafter. The semiannual fee for this license may be reviewed by the parties at any time upon written request of either party and may be increased or decreased by written agreement signed by the Parties at any time prior to a payment becoming due. However, any such increase or decrease agreed upon by the Parties will only apply to future payments.
15. This Agreement is a license in real estate and the rights created by it are personal to those named herein and their successors. This License shall not be assigned nor sublet by the Licensee. This Agreement does not pass any interest in the property described above, other than as specifically set forth in this Revocable License Agreement.
16. Upon the expiration of the License, default by Licensee of any of its obligations under this License, including, but not limited to, use of the building for a purpose not identified in this License or leaving the Building unsecured while not in use, or if Licensee shall abandon or vacate the premises during the term of this License, or if a receiver is appointed to take charge of Licensee's assets on the premises, or if the interest of Licensee shall be sold under execution of other legal process, Licensor may, at its option and without waiving any other remedy available to it, declare this License terminated forthwith, with or without notice to Licensee. In any such event, the Licensor may take possession of the premises (including changing the locks on the building), any property of Licensee remaining thereon shall be considered abandoned, and Licensor may take whatever action it deems necessary to enforce any remedy available to Licensor as a result of the default or other conduct on the part of Licensee, including, but limited to, disposal of any property remaining on the premises.
17. This License shall not be recorded.
18. If any provision of this License is held to be invalid, void, or unenforceable, the remaining provisions will remain in effect. This License represents the entire agreement between Licensor and Licensee covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understanding, interpretations, or terms of any kind serving as conditions or inducements to the execution of this License or in effect between

the Parties. No change or addition may be made to this License, except by written agreement executed by Licensor and Licensee.

19. Unless otherwise terminated earlier or unless one party provides written notice to the other of its intent not to renew (such notice must be given at least thirty (30) days prior to expiration of this license and at the address listed above for the noticed party or as otherwise updated in writing), this License will automatically renew on the same terms, except as to any agreed adjustments as to the License fee, on the anniversary of the effective date for a period of one (1) year with a maximum of four (4) automatic renewals and a maximum total duration for this License of five (5) years, through and including May 31, 2027.
20. Any failure by a party to enforce a particular provision of this License, including any failure to exercise a remedy for breach by the other party of the terms of this License, shall not be deemed a waiver of the right to seek enforcement of any provision or remedy set forth herein in the future or as an alteration or amendment of the terms of this License.
21. LICENSEE ACKNOWLEDGES THAT THE BUILDING WHICH IS THE SUBJECT OF THIS LICENSE HEREIN IS OWNED BY THE CITY OF RIVERSIDE, OHIO. LICENSEE ACKNOWLEDGES AND ASSUMES THE FINANCIAL RISK INCIDENT TO USE OF THE LICENSE AREA/ROOMS AND AGREES TO PAY THE CITY FOR ANY DAMAGE CAUSED TO THE CITY'S REAL OR PERSONAL PROPERTY AS A RESULT OR RELATED TO USE OF THE BUILDING BY LICENSEE AND FOR REASONABLE COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, FOR VIOLATION OF THIS LICENSE AND/OR INCURRED IN RESTORING THE LICENSED AREA TO ITS FORMER CONDITION.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

This REVOCABLE LICENSE AGREEMENT is **EXECUTED** by the Parties hereto on the day and year first written above.

LICENSOR:
CITY OF RIVERSIDE, OHIO

By: Joshua Rauch, City Manager

STATE OF OHIO)
)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Joshua Rauch, City Manager, City of Riverside, Ohio.

Notary Public

LICENSEE:
PROJECT RIVERSIDE

By: _____

Its: _____

STATE OF OHIO)
)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____, the _____ of Project Riverside, who acknowledged that he/she did sign said License as such agent on behalf of said 501c3 Corporation and by authority of said Corporation; and that said instrument was signed as a free act and deed individually and as a free act and deed of said 501c3 Corporation.

Notary Public

This Revocable License Agreement prepared by:
Steven E. Bacon (0059926)
Buckley King LPA
110 North Main Street, Suite 1200
Dayton, Ohio 45402

CITY MANAGER

PREVIOUS

UPDATES

MEMORANDUM

TO: Honorable Mayor and Councilmembers
FROM: Josh Rauch, City Manager
DATE: May 6, 2022
SUBJECT: Weekend Update
CC: Department Directors, City Clerk, Law Director

City Manager's Office

- This week I met with Colliers to discuss brokerage services related to selling the Wright Point office buildings. Colliers will revisit some analysis and I hope to have a better-defined scope of services in the coming weeks.
- Lori and I met with another broker to discuss Center of Flight, as well as broader economic development opportunities in the City. It was an encouraging discussion.
- I met with Erik Collins, the Community & Economic Development Director at Montgomery County this week. We discussed economic development and County support for building services in Riverside. It was a productive conversation and I'm looking forward to deepening that relationship going forward.
- I've directed Choice One to prepare an impervious surface map for Riverside for stormwater discussions.

Administration

- **IT** – Staff have successfully scanned the bulk of our personnel and contract files into the City's DocRecord management system. In the coming months, additional documents will be digitized and added to DocRecord, including but not limited to parcel files and legislative documents.

Community Development Department

- **Planning and Zoning** – Nia will be out of the office on leave and returns Monday, May 16th. In the meantime, staff will tend to over-the-counter requests and triage other requests until she returns.
- **Economic Development** – We continue to field a number of requests and inquiries regarding properties in Riverside. While "talk is cheap," it's encouraging to know the City is on the radar of private developers. Lori is also actively marketing available parcels in the City to regional development firms.
- **Code Enforcement** – We have opened more than 410 cases so far this year. Mowing season is upon us, and with lots of rain this year the grass is growing. Rob is doing his best to stay on top of cases.

Finance Department

- We look forward to welcoming Amani Lewis, our new Finance Administrator, this coming Monday!

Fire Department

- We conducted interviews for fulltime firefighter and are following up on the finalist background investigation. We interviewed 5 of the 6 applications received.
- Making arrangements with Motorola for our older radios to receive the software upgrades to be P25 compliant.
- Attended several regional, state, city, and department, meetings this week.
- For a second week our crews are still busy doing their EMS protocol practical evaluations and written tests with our medical director, flushing and inspecting hydrants, conducting company inspections, completing the annual spring cleaning of the fire stations, and responded to 97 for calls for service.

Police Department

- Continued working with HHPD regarding Motorola Premiere One (MARC's radios) and data reporting system
- On May 4th, the City of Riverside active shooter training took place. The training was good and there was plans made for future trainings. (Safriet/Toscani)
- Job Shadowing from Stebbins Law Enforcement class
- Wright-Patt Police Expo is scheduled for May 17th.
- St. Helen's Festival arrangements for officers and parking has begun.
- We posted to a Hostage Negotiator position with the County SWAT. We have 2 officers interested. Detective Adam Todd and Officer Deton Brookshire were interviewed for the position on 5/5/2022.
- Certified letters have gone out on 4/28/2022 in regard to monies in the property room safe. Property Room Clerk has been making arrangements with multiple people to return monies owed this week.

Public Service Department

- Concrete curb and sidewalk work continues on Honeyleaf Way and Eastman Avenue. Contractor is working Saturday on Honeyleaf Way.
- Attended Webinar on Bipartisan Infrastructure Bill Transportation Grant Opportunities. Details for each grant type are still being drafted. All programs highlighted require a 20% match.
- Agreement was signed with IWorQs to implement the citizen complaint module that will be available through our website. Goal is to make available to residents in next month.
- 25 year easement renewal with WPAFB for a quarter acre triangle at Springfield and Huberville Road is being reviewed. Resolution to renew for another 25 years is to be on agenda at next council meeting.

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Josh Rauch, City Manager

DATE: May 13, 2022

SUBJECT: Weekend Update

CC: Department Directors, City Clerk, Law Director

City Manager's Office

- This week Lori and I were involved in a number of development leads.
- I attended the Miami Valley Mayors/Managers Association meeting on Tuesday and a regional forum with our state elected delegation on Thursday. The latter event was a good opportunity to communicate the challenges cities are currently facing with wage and capital project inflation.
- I met with staff from the Wright Brothers Institute (WBI) to discuss strategic planning services. WBI is located at 5000 Springfield St. next to our office buildings in Wright Point. They have extensive strategic planning experience and we'll be working with them on an organizational strategic plan in the coming months. More to come!
- The next Citizen Budget Committee meeting is next Tuesday, May 17th, at 6:00 at City Hall.
- I have a meeting with staff from the City of Dayton next week to discuss electrical aggregation.
- I have an orthodontist appointment at 8:00 AM on Monday but will be in the office afterward.

Administration

- **IT** – Scanning of City contracts is near completion with the vast majority having been scanned and imported into the DocRecord system. Personnel Files of former employees are also nearing completion with more recent former employee files scanned and ready for import into DocRecord. Digitizing of current employee Personnel Files is ongoing and is likely to continue throughout the year.

Community Development Department

- **Planning and Zoning** – Staff are scheduling a project check-in call with Kroger next week to receive updates and discuss overall timeline. The project appears to be progressing well so far.
- **Economic Development** – The next Land Use Plan Steering Committee Meeting is scheduled for June 8th from 5:30 PM to 7:30 PM at City Hall.
- **Code Enforcement** – Total cases initiated to-date is 485, of which 359 are currently open. Several complex nuisance cases are being addressed but will take time and due process to resolve; a recent clean-up at 4412 Airway took two days to complete.

Finance Department

- **Welcome to Amani Lewis** who started this week and is very much diving into the deep end of the pool! We were happy to host a welcome luncheon for City Hall staff to meet her Friday. We'll formally introduce Amani at the May 19th Council meeting.

Fire Department

- A conditional offer was made to a fulltime candidate and accepted. He is continuing through the pre-employment testing this week and will begin working on May 31st.
- Hydrant flushing / inspection will continue into next week and should conclude by the end of the week. We were delayed due to weather, call volumes and staffing issues.
- Prepared and submitted FEMA Safer grant payment requests.
- Continuing the annual EMS protocol testing processes.
- Attended ARPA Ohio 1st Responder webinar.

Police Department

- Staff members are continuing to work on 3 grants, SRO, BVP grant, violent crime grant for FLOC cameras.
- City building key cards have been issued for each police cruiser so officers can access the building if needed.
- Sgt. Vance is currently enrolled Police Executive Leadership College his last week of school is in June.
- Certified letters have gone out on 4/28/2022 regarding monies in the property room safe. Still returning money until 5/28/2022.
- Officer Jackson and partner Tina did a dog demo at Eastmont Elementary 5/12/2022.
- Firework conversation with Council and Introduction to FLOC cameras at city council meeting.
- The GROW Blitz, drug free coalition and Montgomery County. Will happen on 5/13/2022

Public Service Department

- Working with Kroger on Woodman Dr improvements
- Continuing to investigate adding school flashers on Valley east of Harshman Road
- Investigating making some signal changes at SR4 and Harshman Road intersection and adding Fire Station signs.
- Finalized implementation of the IWorQs Public Works module by including pavement condition ratings into the software that was provided by PMG in 2019.