



**MADEIRA CITY COUNCIL  
JANUARY 14, 2019  
7:30 PM**

**AGENDA (continued)**

**VII. COMMITTEE AND OFFICIAL REPORTS**

- Planning Commission December 17, 2018
- Board of Zoning Appeals January 7, 2019
- Parks & Recreation Board January 9, 2019

**VIII. COMMUNITY PARTICIPATION \*\***

- **Guest and Registered Visitors**
  - None
- **Correspondence**
  - None

**IX. ORDINANCES AND RESOLUTIONS**

- Ord. No. 18-09 Amending Madeira Code Section 94.03 Re: Athletic Field Fees – **SECOND READING**
- Res. No. 41-18 Authorizing the City Manager to Enter into an Amended Mutual Aid Agreement for Law Enforcement with Hamilton County, Ohio
- Res. No. 07-19 Approving and Accepting the Public Improvements of Ridgestone Drive and the Camargo Ridge Subdivision
- Res. No. 09-19 Fulsher Lane Right of Way Agreement

**X. NEW BUSINESS**

- Schedule Council Workshop
- First Suburbs Tax Benchmarking Study

**XI. OLD BUSINESS**

- New Website Update

**XII. EXECUTIVE SESSION**

- Personnel – Board Appointments
- Pending Litigation

**XIII. ADJOURNMENT**

**\*\* Per section 30 of Madeira Code, Madeira residents and guest are invited to address council; comments will be limited to 5 minutes. Persons wishing to address council are requested to complete a guest and registered visitors form and deliver to the clerk of council.**

**CITY MANAGER REPORT**  
*Thomas W. Moeller*  
*January 14, 2019*

**GUESTS AND REGISTERED VISITORS**

- No one has pre-registered to address City Council at this time.

**CORRESPONDENCE**

- None

**COMMITTEE AND OFFICIAL REPORTS**

- |                                     |                   |
|-------------------------------------|-------------------|
| • Planning Commission               | December 17, 2018 |
| • Park and Recreation Board         | January 9, 2019   |
| • Board and Commission Appointments | Mayor Theis       |

**ORDINANCES AND RESOLUTIONS**

- **Ord. No. 18-09 Amending Madeira Code Section 94.03 re: Athletic Field Fees – Second Reading.** This is the second reading for this legislation. As we discussed at the previous Council meeting, because this amends the code and, therefore, requires three (3) readings before it takes effect, Council may want to consider waiving the third reading (which would take place on January 28<sup>th</sup>) and proceed to final approval. The legislation amends the present fee structure to place responsibility in setting fees with the City Administration based on costs related to the services provided.
- **Res. No. 41-18 Authorizing the City Manager to Enter into an Amended Mutual Aid Agreement for Law Enforcement with Hamilton County, Ohio.** We have received the final version of the agreement for all communities in Hamilton County. We are in agreement with the modifications and updates with this agreement. **Recommend Approval.**
- **Res. No. 01-19 Authorizing the City Manager to Contract with Miami Valley Risk Management Association (MVRMA) for Property, Casualty and Liability Insurance for FY2019.** This is our annual authorization for the contract with MVRMA for our property, casualty and liability insurance. Total cost this year will be \$63,557.00. Last year's premium was \$53,745.00. It increased from last year because of three (3) incidents involving police vehicles and the standard increases in the cost of stop gap insurance coverage that affected all of MVRMA's membership. We continue to have below average loss experience, and the overall cost of insurance for the amount of coverage that we receive is still very low relative to the open market. **Recommend Approval.**

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- **Res. No. 02-19 Requesting the County Auditor to Make Tax Advances During the Year 2019 Pursuant to Ohio Revised Code Section 321.34.** This legislation, upon approval, is sent to the County Auditor's office so we can receive our property tax revenue on a monthly basis. If we did not make this request, the Auditor would retain our revenue and only pay it semi-annually. By approving this legislation, we help our cash flow in the General Fund. **Recommend Approval.**
- **Res. No. 03-19 Authorizing the City Manager to Enter into an Agreement with David Ballweg as the ARO/Building and Zoning Department Coordinator.** In an effort to improve our Building Department review and inspection services, City Council approved a "reorganization" of the Building Department at the beginning of 2017. This reorganization included increasing the number of hours we could fund for the residential building inspection process. City Council approved a contract with Dave Ballweg to be the City's Residential Plans Examiner and Architectural Review Officer (for those commercial projects that require ARO review). The process of inspections and code enforcement has improved significantly as it relates to all of the residential construction that we have experienced. Concurrent with this, in early 2018, we increased the cost of new residential construction permits to cover the cost of inspections. We continue to make improvements in enforcement issues (street cleaning, keeping sidewalks clear, drainage, etc.), and the progress we have made over the past 2 years has been very good. The rate of \$75/hr. is unchanged from 2018. **Recommend Approval.**
- **Res. No. 04-19 Authorizing the City Manager to Enter into an Agreement with Brandstetter Carroll, Inc. for Consulting Engineering Services.** Brandstetter Carroll has been the City's engineering consultant since 1988. They provide professional consulting for engineering issues on an hourly basis (see rate schedule attached to the ordinance). The rate changes for 2019 include an increase of \$5/hour for Principal/Engineer/Architect to \$100/hr. The Senior Engineering Technician rate has increased by \$10/hr. to \$75/hr. The other rates have remained the same. As noted in previous years, their hourly rates are a very good value for the service we receive. Along with engineering consulting, we also contract with them to do design/bidding for the City's annual street program and other street and drainage projects. **Recommend Approval.**
- **Res. No. 05-19 Authorizing the City Manager to Enter into a Contract with William C. Fiedler for Professional Services as the Chief Building Official (CBO) Commencing January 1, 2019.** Mr. Fiedler is a registered architect and serves as the City's Chief Building Official (since 1988). He is responsible for the overall operation of our Building Department. His primary duties under this agreement are to review, approve and inspect commercial building plans/projects, although he will do residential inspections from time to time as necessary. I am proposing the rate be increased by \$5 to \$40/hour. The rate has not changed since 2014. **Recommend Approval.**

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- **Res. No. 06-19 Authorizing the City Manager, Per the 2015-2019 Operating Agreement, to Authorize Payment to the Madeira Indian Hill Joint Fire District for FY2019.** This legislation authorizes payment to the Joint Fire District for both Madeira and Indian Hill per the five (5) year operating agreement. No other changes have been made to the agreement other than the annual contract amount. This includes the additional expenditures for the staffing changes that were agreed to by both jurisdictions late in 2018. The hiring of three full-time firefighter/paramedics is underway by the Joint Fire District. The 2019 expense will be \$1,925,143/yr. (\$160,429/month). **Recommend Approval.**
- **Res. No. 07-19 Approving and Accepting the Public Improvements of Ridgestone Drive and the Camargo Ridge Subdivision.** Camargo Ridge is located on the east side of Camargo Road just south of Shawnee Run. The developer has completed the public improvements and is requesting the City accept the improvements and become responsible for maintenance. The City Engineer has inspected the site and concurs with the request. Final acceptance will not take place until the developer posts a one (1) year maintenance bond on the improvements in the event a failure occurs in the infrastructure. **Recommend Approval.**
- **Res. No. 08-19 Amending Resolution No. 34-17 Appointing Steven A. Soper as Treasurer for the City of Madeira, Ohio and Establishing Compensation thereof for the Period Beginning December 1, 2017 through November 30, 2019.** Mr. Soper has requested a modification to his present employment compensation. Presently, he receives an annual salary (\$17,000) along with a contractual compensation (\$12,000) to his CPA Firm, Soper, Soper and Weinel for a total of \$29,000 for the part-time appointment. He is requesting that he no longer receive a salary; he is requesting to receive all compensation (\$30,000) in the form of payment directly to his CPA firm. This arrangement will save the City \$1,400/year because we will no longer be paying into the OPERS fund for the salary portion of the compensation. **Recommend Approval.**
- **Res. No. 09-19 Fulsher Lane ROW Easement.** The owner of 6242 Fulsher Lane is requesting permission to install a private sanitary sewer lateral within the public right of way because there currently is not public sewer main that can serve the existing home and the construction of a new home on the adjacent lot. Law Director Fox has reviewed the agreement and those issues which needed to be addressed have been forwarded to the owner. The legislation can be approved as it requires that all conditions be met before the agreement can be executed and the construction of the sewer lateral can take place. We have approved these agreements in the past. One was recently approved for a waterline service lateral for a new home on Augusta Lane in order to connect to the water main on Kenwood Road. The City is not responsible for maintenance of the service lateral and the owner will be required to make all necessary repairs to the public right-of-way if maintenance on the service lateral is ever needed. **Recommend Approval.**

## CITY MANAGER REPORT

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### OLD AND NEW BUSINESS

- **Council Workshop.** Mayor Theis asked that we place this on the agenda under NEW BUSINESS. Traditionally, we schedule this event in the first two months of the year. With the Comprehensive Plan underway, we should discuss whether we do the goal setting now or wait until the plan is completed so those items can be included in the goal setting.
- **Greater Cincinnati Water Works (GCWW) Update.** City Engineer Bruce Brandstetter, Assistant City Manager Lori Thompson and I met with engineers from GCWW to review the information we have already obtained and to determine additional information they will need to continue their evaluation of the potential merger of the Indian Hill (IH) Water System into the GCWW system. Based on the amount of information they have requested, it certainly appears they are giving the matter a great amount of attention and are serious about the potential of this merger. They are looking at several issues including the types of water meters, condition and age of existing pipes, water break records over the last five (5) years, flow data, and the relocation of the “master valves”, which are located at the connection points of the GCWW and IH systems. They indicated they should have their evaluation completed by April/May and will then come back with a proposal to complete the process. It is likely there will be some one-time costs incurred by the City for improvements before the merger; this will be the critical issue for Council’s consideration in the final decision.
- **Camargo Road Bids.** Bids are to be advertised on January 18<sup>th</sup>, and the opening is February 1<sup>st</sup>. We will plan to convene the Public Works Committee prior to the February 11<sup>th</sup> Council meeting to review the bids and make a recommendation to City Council.
- **7401 Dawson Road Demolition.** We are obtaining bids for the demolition of the house which the City recently acquired. We have solicited bids from three (3) companies. The scope of work will be to remove the house, bring the hillside up to grade and seed/straw the excavated area. The City’s Service Dept. will maintain the property as part of the park.
- **Board of Zoning Appeals.** The Board met on January 7<sup>th</sup>. They approved the sign variance request for the new restaurant, Hoppin’ Vines, in the former TGI Friday’s location. The new signage required a height variance for the structure.
- **Website Update.** On January 9<sup>th</sup>, Revize provided a draft of a site map for our new website. The content migration is ready to happen once we have approved the site map. Training on the features of the Content Management System will begin after the content migration.

## CITY MANAGER REPORT

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- **Comprehensive Plan Update.** The Working Groups have completed their work and the recommendations from those four (4) committees now go to the Steering Committee for further review and evaluation. Envision indicates they are moving forward with a draft document that will first be reviewed by the Steering Committee before it moves onto Planning Commission and then to City Council. We will be scheduling one more Public Forum (#4) for the public to see the final draft before it moves toward approval. The business interviews are continuing as there are 3-4 more scheduled for January 14<sup>th</sup>.
- **OKI Grant Funding Meeting.** Mayor Theis, Emil Lizniansky, Lori Thompson and I met with officials from OKI this past week to learn more about the federal funding available for transportation improvements. There are several funding sources that will be available for some of the projects, which are tentatively identified in the Comprehensive Planning process. These include sidewalk projects and the multi-use trail to connect with the Little Miami Trail. A funding workshop is being held at OKI on March 11<sup>th</sup>. We will send several representatives to this to learn more details about the process and the types of projects. The deadline for submission for 2020 is June 1, 2019.
- **2019 Street Program.** The City Engineer has revised the Street Inventory spreadsheet to show the streets in a ranking from worst to best (rather than alphabetical and by neighborhood). As we have discussed as part of revising the methodology that we use to determine which streets are to be resurfaced each year, we will now look at assembling a street program with the available funding for 2019 that does not necessarily include doing all streets in a neighborhood. Rather, we will look at which streets, regardless of location that are in need of resurfacing, micro-sealing and/or cut and patch repairs. This may yield a program that reduces the time in which it takes for a street to have repairs done by stretching the paving funds over a longer period of time. We will review our recommendations with the Public Works Committee in anticipation of putting out bids for this year's program in the next 2 months.

### EXECUTIVE SESSION

- Personnel – Board Appointments
- Pending Litigation

## **CITY MANAGER INTERIM REPORT**

**Thomas W. Moeller**

**January 4, 2019**

Short week...here's what's happening:

- **Leaf Collection Update.** Crews finished the service this week. We collected 242 truckloads for the 14 weeks of the program. The Service Dept. is now shifting over to snow removal mode; trucks are being switched over to snow plows and salt spreaders.
- **Board of Zoning Appeals.** The BZA meets 1/7/19 with the following agenda items:
  - **8150 Montgomery Road (former TGIF). Hoppin' Vines. Request for a Sign Variance.**
- **7842 Camargo Road.** Staff met with the project architect. This is the small wooden frame building east of the Pub 81 site. The new owner is submitting plans to renovate the building for an office use. It is within the Residential Scale Business District and will require a review by the Planning Commission for the site and building work.
- **GCWW Update.** We have a meeting scheduled with the GCWW engineering staff on January 9<sup>th</sup> to review the process and information we have to date. I intend to have a preliminary report on the process for the January 14<sup>th</sup> Council Meeting.



## ***CITY MANAGER INTERIM REPORT***

***Thomas W. Moeller***

***December 21, 2018***

- **Leaf and Brush Collection.** We were able to complete the storm damage collection by Monday, 12/10. This allowed us to retro-fit that truck back into service for leaf collection by Tuesday, 12/11. We had some minor equipment repairs to the leaf vacuums 2 weeks ago in which we lost approximately 8 hours of service. That said, with three trucks alternating between the two vacuums, we are now back in Zone A (we finished Zone B on Wednesday morning 12/19). Zone A appears to be fairly light so we should be finished by next Thursday 12/27. We will then make one more pass through Zone B, advertise a “last call” in an email/FB blast and run through the entire city one more time after the first of the year. We will then shut down the service and retrofit the vehicles for snow removal. This has been one of our more trying years, and I commend the Service Dept. Team for hanging in and pushing through!
- **Greater Cincinnati Water Works (GCWW Update).** We are still forwarding information to the GCWW engineering team. Each submission generates more requests for information. We are hoping for a preliminary assessment from GCWW sometime in January.
- **State Representative Jessica Miranda.** I have reached out to her team to introduce our community to her as she is from “the other side” of the district. From information we are receiving from the Ohio Municipal League, there appears to be some positive movement from the new/incoming gubernatorial administration toward local governments, particularly toward infrastructure funding. I want to make sure Representative Miranda is aware of our needs in that area and seeking her support for any legislative action needed to support the new governor.
- **Business Interviews.** We have received terrific input from the businesses who have volunteered to be interviewed by Barry Feist and Envision. Special thanks go to Barry for his efforts in leading this process. We have interviewed 10+ so far and have three more that will take place in the near future.
- **Planning Commission.** The Commission met on 12/17. The only review on the agenda was the preliminary development plan for the condominium project on Miami and Naomi. The Commission approved the preliminary plan with recommendations from the ARO. We believe they will submit the final plan for the January PC meeting. They indicated that demolition of the structures will probably take place in January, weather permitting. Some of the issues discussed were the width of the sidewalk (will be increased to 5 ft.), protection of the sidewalk during school hours, and site protection since it is close to the school. We will require a temporary chain link fence along Miami with the rest of the site enclosed by standard orange construction fencing. The Commission seemed to be pleased with the revisions/improvements to the building facades.
- **Schedule.** As usual with the holidays, we will be working with a “skeleton” crew in the office next week. Lori is out. Chief Schaefer is SUPPOSED to be back from Cleveland by Wednesday provided there are no scooter “incidents” AND he doesn’t get hit with a dog bone from his visit to Cleveland Municipal Stadium on Sunday afternoon. I am in town and will be in and out of the office. You can always reach me by cell. If I don’t speak with you, I wish you and your families a very Merry Christmas and Happy New Year!

*These minutes have not been approved by Madeira City Council. Drafts of minutes have not been reviewed or corrected. Amendments may be made before a final approved version of the minutes is available. While comments are welcomed, we do not engage in changing or revising drafts of minutes until directed by a majority of the members of Council at a public meeting. The City of Madeira makes no warranty expressed or implied concerning the accuracy, compliance, reliability, or suitability of these minutes until they are approved by the Madeira City Council.*

MADEIRA CITY COUNCIL  
REGULAR MEETING MINUTES  
DECEMBER 10, 2018

I. CALL TO ORDER

The meeting was called to order by Mayor Theis at 7:30 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation and Pledge of Allegiance were led by Mayor Theis.

III. ROLL CALL

Members present:

Traci Theis, Mayor  
Melisa Adrien  
Scott Gehring  
Chris Hilberg  
Matt Luther  
Brian Mueller  
Nancy Spencer

Officials/Staff present:

Brian Fox, Law Director  
Tom Moeller, City Manager  
Lori A. Thompson, Assistant City Manager  
David Schaefer, Police Chief  
Steven Soper, Treasurer (arrived at 8:08 p.m.)  
Kristie Lowndes, Tax Commissioner  
Christine Doyle, Clerk of Council

IV. ACCEPTANCE OF THE AGENDA AND MINUTES

1. Changes to the agenda:

- Mr. Moeller added a letter from the Ohio Division of Liquor Control to Correspondence.
- Mr. Gehring asked to add a Joint Fire Board update to Committee and Official Reports.

2. Changes to the City Council Regular Meeting minutes from November 26, 2018:

- None

3. Res. No. 39-18: Authorizing the City Manager to Enter into an Agreement with Humana, Inc. to Provide Health and Dental Insurance for the Full-Time Employees

**Motion to accept the amended agenda; the November 26, 2018 minutes; and Res. No. 39-18: Authorizing the City Manager to Enter into an Agreement with Humana, Inc. to Provide Health and Dental Insurance for the Full-Time Employees made by Ms. Spencer, second by Mr. Luther. Motion approved by unanimous roll call vote.**

V. INVITED GUESTS

- None

VI. MAYOR'S MOMENT

1. Public Comment Reminder
2. In the Community
  - Mayor Theis spoke about former President George H.W. Bush, a humble servant who put service before self. She thanked the servants in the community and their spouses for their support, especially her husband Bill.
3. Special Recognition

VII. NOTICES OF OTHER MEETINGS AND EVENTS

- |                                      |                              |
|--------------------------------------|------------------------------|
| • Records Commission                 | December 12, 2018, 9:00 a.m. |
| • Mayor's Court                      | December 12, 2018, 6:30 p.m. |
| • Planning Commission                | December 17, 2018, 7:00 p.m. |
| • Christmas Holiday (offices closed) | December 24 and 25, 2018     |
| • New Year's Day (offices closed)    | January 1, 2019              |
| • Mayor's Court                      | January 2, 2019, 6:30 p.m.   |
| • Board of Zoning Appeals            | January 7, 2019, 7:00 p.m.   |
| • City Council                       | January 14, 2019, 7:30 p.m.  |
| • Senior Commission                  | January 21, 2019, 6:00 p.m.  |
| • Planning Commission                | January 21, 2019, 7:00 p.m.  |

VIII. COMMITTEE AND OFFICIAL REPORTS

1. Law and Safety Committee meeting on November 30, 2018
  - Mr. Gehring reported Sycamore Township planned to fill the traffic islands on Hosbrook Road with concrete; the concrete pour was stopped by the County Engineer's office until the appropriate right-of-way permits were issued. During this time, the Law and Safety Committee met to discuss the traffic islands and invited representatives of Brandstetter Carol, the engineers on the median project, to attend. Brandstetter Carol provided some insight into the initial project. The Committee agreed that they would prefer to see the height of the islands lowered to street level with rumble strips, but they did not want to put money toward the project. The rumble strip idea was declined by Sycamore Township, but they agreed to remove some of the signs and to lower the remaining signs.
  - Council discussed putting funds toward the rumble strips. They agreed not to fund the rumble strips.
2. Board of Zoning Appeals meeting on December 3, 2018
  - Mr. Moeller reported there were three items on the agenda. A sign variance for Hoppin' Vines was tabled. The other two items were for front yard setback variances for new homes built on Mayfield and N. Mingo. In both cases, a number of residents came to the hearing to ask that the new homes be set back farther than the existing homes. Neither setback variance was approved. However, a variance to build on a non-conforming lot for the N. Mingo applicant was approved.
3. JEDZ Board meeting on December 6, 2018
  - Mr. Moeller reported the Board reviewed the quarterly reports, and the reports were approved.

4. Joint Fire District Board

- Mr. Gehring reported the Board has started the process of hiring a new fire chief. The search firm will meet with the firefighters this week to see what they are looking for in the chief. The goal is to have the position posted by January 2, 2019. All resumes will go through the Fire Board Association. Finalists are to be selected by April. The new chief would be offered the position by mid April and would start in May.
- Chief Ashbrock's contract expires in April. Extending his contract month-to-month to ensure overlap with the new chief has been discussed.

IX. COMMUNITY PARTICIPATION

1. Guests and Registered Visitors

- None

2. Correspondence

- Mr. Moeller said the letter from the Ohio Board of Liquor Control asked if the City wanted to hold a hearing on the liquor permit transfer for Hoppin' Vines.

**Motion to not request a hearing on the transfer of the Hoppin' Vines liquor permit made by Mr. Gehring, second by Mr. Hilberg. Motion passed by unanimous roll call vote.**

X. ORDINANCES AND RESOLUTIONS

1. Ord. No.18-09: Amending Madeira Code Section 94.03 Re: Athletic Field Fees—**First Reading**

- Mr. Moeller stated the Budget and Finance Committee recommended that the ordinance allow the administration to set the fees in consultation with the Budget and Finance Committee and Park Board. The ordinance includes an effective date of January 1, 2019 regardless of when the ordinance has its third reading.
- Ms. Spencer reiterated the intent of the Budget and Finance Committee was not to pass on the entire cost of the field upkeep but to be more equitable in the collection of fees.
- Mr. Gehring suggested removing the phrase "and announced no later than December 1<sup>st</sup>" from 94.03 B.

**Motion to amend the Ordinance No. 18-09 section 94.03 B to remove "and announced no later than December 1<sup>st</sup>" made by Mr. Hilberg, second by Mr. Gehring. Motion passed by unanimous roll call vote.**

2. Res. No. 38-18: Interim/Temporary Appropriations for 2019 from January 1 to March 31, 2019

- Mr. Moeller stated the appropriation is for the first three months of 2019. The final appropriations would be due by March 31, 2019. The resolution is for 25% of the funds from the draft budget General Fund and all of the Special Revenue Funds.

**Motion to approve Res. No. 38-18: Interim/Temporary Appropriations for 2019 from January 1 to March 31, 2019 made by Mr. Luther, second by Ms. Adrien. Motion approved by unanimous roll call vote.**

Traci Theis	yes
Nancy Spencer	yes

Melisa Adrien	yes
Scott Gehring	yes
Chris Hilberg	yes
Matt Luther	yes
Brian Mueller	yes

3. Res. No. 40-18: Amending the Annual Appropriation Resolution No. 35-17 Providing for Funds for Current Expenditures for the Year Ending December 31, 2018 and Amending the Certificate of Estimated Resources and Authorizing the Transfer of Funds
- Mr. Moeller reviewed the reduction of appropriations and additional appropriations for CI&R; the General Fund transfers and advances; and the additions and reductions in estimated revenues.

**Motion to approve Res. No. 40-18: Amending the Annual Appropriation Resolution No. 35-17 providing for Funds for Current Expenditures for the Year Ending December 31, 2018 and Amending the Certificate of Estimated Resources and Authorizing the Transfer of Funds made by Ms. Spencer, second by Mr. Luther. Motion approved by unanimous roll call vote.**

Traci Theis	yes
Nancy Spencer	yes
Melisa Adrien	yes
Scott Gehring	yes
Chris Hilberg	yes
Matt Luther	yes
Brian Mueller	yes

4. Res. No. 41-18: Authorizing the City Manager to enter into a Revised Agreement with Hamilton County to provide Police Mutual Aid Agreement
- Mr. Fox said that he generally approves the substance of the agreement but needs to meet with Mr. Moeller to review the collective bargaining portion.

**Motion to table Res. No. 41-18: Authorizing the City Manager to enter into a Revised Agreement with Hamilton County to provide Police Mutual Aid Agreement made by Mr. Hilberg, second by Mr. Gehring. Motion approved by unanimous roll call vote.**

5. Res. No. 42-18: Amending Resolution No. 28-18 regarding Purchase of Property at 7401 Dawson Road
- Mr. Moeller explained that the original resolution had the funds coming from the General Fund. This resolution would change the language so the funds would come out of the TIF. The cost would get rolled into the bridge loan and paid off as the TIF comes in.

**Motion to approve Res. No. 42-18: Amending Resolution No. 28-18 regarding Purchase of Property at 7401 Dawson Road made by Mr. Hilberg, second by Ms. Adrien. Motion approved by unanimous roll call vote.**

Traci Theis	yes
Nancy Spencer	yes
Melisa Adrien	yes
Scott Gehring	yes

Chris Hilberg	yes
Matt Luther	yes
Brian Mueller	yes

XI. NEW BUSINESS

1. Term Reappointments
2. Discussion of Senior Commission and Tax Board of Review vacancies
  - Mayor Theis announced that both topics would be discussed under Personnel in Executive Session.

XII. OLD BUSINESS

1. Planning Commission
  - Ms. Adrien reporting that Planning Commission will be putting together subcommittees to discuss the zoning code changes requested by the BZA regarding fences and porches/stoops/ decks/balconies. Ms. Adrien asked Council to recommend any other code changes to prioritize at this time.

XIII. EXECUTIVE SESSION

1. Personnel
2. Real Estate

**Motion to adjourn into Executive Session for the purpose of discussing the employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official and to consider the sale or purchase of property for public purposes made by Mr. Luther, second by Mr. Mueller. Motion approved by unanimous roll call vote at 8:25 p.m.**

XIV. ADJOURNMENT

**Motion made by Mr. Luther, second by Mr. Gehring, to adjourn Executive Session and return to the regular session at 9:00 p.m. Motion approved by unanimous roll call vote.**

**Motion made by Ms. Adrien, second by Mr. Hilberg, to adjourn the regular meeting at 9:00 p.m. Motion approved by unanimous roll call vote.**

**RESOLUTION NO. 01-19**

**AUTHORIZING THE CITY MANAGER TO CONTRACT WITH THE MIAMI VALLEY RISK MANAGEMENT ASSOCIATION (MVRMA) FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE FOR FY2019**

WHEREAS, the City of Madeira joined MVRMA in April 1994 to provide for property, casualty and liability insurance; and

WHEREAS, the City Manager recommends that the City continue its contract with MVRMA; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to continue its association with MVRMA and remain a member of the organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio

**Section 1.** That the City Manager is hereby authorized to contract with MVRMA for FY2019 for providing property, casualty and liability insurance for the City, its officials and employees.

**Section 2.** That the amount of the premium for all insurance coverage for property, casualty and liability insurance shall be for an amount not to exceed Sixty-Three Thousand Five-Hundred Fifty-Seven Dollars (\$63,557.00) for FY2019 as specified in the agreements authorized by Ordinance 94-26 passed April 18, 1994.

**Section 3.** That the Treasurer is hereby authorized to pay to MVRMA an amount not to exceed Sixty-Three Thousand Five-Hundred Fifty-Seven Dollars (\$63,557.00) upon presentation of proper vouchers thereof. The funds shall be appropriated from the General Fund.

**Section 4.** That this Resolution shall take effect from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***

**RESOLUTION NO. 02-19**

**REQUESTING THE COUNTY AUDITOR TO MAKE  
TAX ADVANCES DURING THE YEAR 2019 PURSUANT TO  
OHIO REVISED CODE SECTION 321.34**

WHEREAS, the Ohio Revised Code does allow a municipal corporation to request payment from the County Auditor for funds derived from taxes or other sources payable to the County Treasurer which may be held on account of a local subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

**Section 1.** The Auditor and the Treasurer of Hamilton County in accordance with the Ohio Revised Code 321.34, be requested to draw and pay to the City of Madeira upon the written request of Steve A. Soper, Treasurer, to the County Auditor, funds due in any settlement of 2019 derived from taxes or other sources, payable to the County Treasurer to the account of the City of Madeira, and lawfully applicable for purposes of the current fiscal year.

**Section 2.** That the Clerk of the City of Madeira shall forward to the County Auditor a certified copy of this Resolution.

**Section 3.** That this Resolution shall take effect from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***



**RESOLUTION NO. 03-19**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH  
DAVID BALLWEG AS THE ARO/BUILDING AND ZONING DEPARTMENT  
COORDINATOR**

WHEREAS, the City of Madeira requires all building permits to be reviewed under the requirements of the Ohio Basic Building Code and the City of Madeira Zoning Code; and

WHEREAS, the State of Ohio Board of Building Standards requires an individual to be certified to perform the function of building inspector; and

WHEREAS, David Ballweg, as a registered architect in the State of Ohio, is certified as a Residential Building Inspector and Zoning Inspector for the City of Madeira.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio:

**Section 1.** That the City Manager is hereby authorized to enter into a contract with David Ballweg, as ARO/Building and Zoning Coordinator of the City of Madeira, as per the attached Exhibit "A" incorporated herein by reference.

**Section 2.** That the Treasurer is hereby authorized to pay David Ballweg for said plan review services at a rate of Seventy-Five Dollars (\$75.00) per hour upon presentation of proper vouchers thereof.

**Section 3.** That this Resolution shall take effect from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***



**RESOLUTION NO. 04-19**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRANDSTETTER CARROLL, INC. FOR CONSULTING ENGINEERING SERVICES**

WHEREAS, the City of Madeira requires the need for engineering services from an engineering consulting firm; and

WHEREAS, the firm of Brandstetter Carroll, Inc. has provided these services since 1989; and

WHEREAS, the City Manager has recommended that Brandstetter Carroll, Inc. should continue to provide these services to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio:

**Section 1.** That the City Manager is hereby authorized to enter into an agreement with Brandstetter Carroll, Inc. for engineering consulting services through December 31, 2019.

**Section 2.** That the City Manager is hereby authorized to pay said Brandstetter Carroll, Inc. as per the amended hourly rate schedule set forth in Exhibit "A", which is incorporated herein by reference.

**Section 3.** That this Resolution shall take effect from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***

## RESOLUTION NO. 04-19

### EXHIBIT "A"

#### AGREEMENT

This agreement made on January 14, 2019, between the City of Madeira, Ohio (Owner) and Brandstetter Carroll, Inc. (Engineer) whereby the Engineer proposes to provide consulting engineering services with respect to consulting assignments and improvement projects as directed by the Owner.

The Engineer's services consist of the following types:

1. Periodic Consulting Services
2. Project Design Services (including):
  - Field Surveying
  - Preliminary Design
  - Final Design
  - Bidding Negotiation
  - Construction Administration

#### I. PERIODIC CONSULTING SERVICES

The Engineer will:

- A. Meet and work with the public in resolving engineering/construction related matters of a municipal nature.
- B. Assist in the compilation of engineering/construction related information for federal and state grant applications.
- C. Confer with and assist (to varying degrees) governmental agencies as well as private enterprises on engineering/construction related activities within or which may impact the City of Madeira.
- D. Advise and confer with department heads and city employees on questions of an engineering/construction nature, particularly with respect to operation/maintenance of facilities which the respective department may inhabit or oversee.
- E. Survey and compile legal descriptions of properties, settle disputes regarding property ownership, rights of way, property line locations, and so forth.
- F. Monitor reconstruction of existing and installation of new infrastructure by city work force.
- G. Compile and budget, on a cost-effective basis, a capital improvements strategy; paying particular attention to street maintenance.
- H. Review proposed site plans for proper engineering drainage, traffic and general construction/operational concerns.
- I. Provide other technical services as requested by the Owner.

## II. PROJECT DESIGN SERVICES

The Engineer will:

### A. Field Design Services/Topographic Survey/Base Map

1. Prepare base map information including spot and invert elevation and bench marks as required.
2. Include on site drawings additional site information including trees, vegetation, water courses and pavements as required.
3. Include on drawings control data to be used during the construction process.
4. Include on drawings utility company information.

### B. Preliminary Design Phase

1. Review the existing requirements with the Owners including previous planning with respect to the project, and confirm such requirements to the Owners.
2. Visit the site, making sketches, photographs and minor field measurements as required.
3. Review alternative methodologies for improvements and prepare corresponding cost estimates.
4. Recommend the most appropriate design alternative, consult with the owner and prepare cost estimates of the selected design alternative.
5. Upon the authorized approval of the Owner, the Engineer will proceed into the Final Design Phase.

### C. Final Design Phase

1. On the basis of the approved Preliminary Drawings, prepare for the Owner, and incorporate into the Contract Documents, detailed drawings and specifications setting forth in detail the requirements for the construction of the Project.
2. Meet with the Owner during the progress of this Design Phase to review the work to ensure that it meets with the Owner's approval.
3. Secure the required approvals from the governmental authorities having jurisdiction over the design criteria applicable to the project.
4. Advise the Owner as to any adjustments to the previous cost estimates indicated by changes in requirements or market conditions.
5. Prepare bidding information as required.
6. Furnish copies of the completed Contract Documents to the Owner and additional copies to governmental authorities.
7. Upon authorized approval of the Final Design by the Owner, the Engineer will proceed into the Bidding and Contracting Phase.

### D. Bidding and Contracting Phase

1. Assist the Owner in obtaining bids or proposals.
2. Consult with and advise the Owner as to the acceptability of contractors.
3. Provide the necessary documents to prospective bidders. However, the Owner

shall reimburse the Engineer at cost for reproduction expenses.

4. Prepare all contracts between Owner and Contractors.
5. Upon authorized approval of the construction contracts by the Owner, the Engineer will proceed into the Construction Administration Phase.

E. Construction Administration Phase

1. As the Owner's representative, provide periodic inspection on the site to determine if the project is proceeding according to the contract documents. The Engineer will keep the Owner informed of the progress of the work, and disapprove or reject work that does not conform to the contract documents.
2. The Engineer's services during this phase of the work include on-site observation and the clarification of contract documents.
3. The Engineer will review and approve shop drawings, material samples, and other such submission of the Contractor for conformance with the design concept of the project and for compliance with the information given in the contract documents.
4. Prepare routine change orders as required.
5. Based upon on-site observations, the Engineer will review the Contractor's application for payment, determine the amount owing the Contractor, and approve in writing payment for said amounts.
6. Conduct an inspection to determine if the project is substantially complete, and conduct a final inspection with the Owner to determine if the project has been completed in accordance with the contract documents. If each Contractor has completed all of their obligations, hereunder, the Engineer will approve, in writing, the final payments of the Contractors.
7. The Engineer's responsibilities during the retainer period shall be to conduct an inspection at the end of the retainer period to assure the Owner that all work under guarantee is in proper working order.

III. FEES

A. Periodic Consulting Services

1. Fees shall be based upon standard hourly rates as follows:

Principal/Engineer/Architect	\$100.00
Senior Engineering Technician	\$75.00
Surveyor	\$65.00
Inspector	\$65.00

- B. Project Design Services (projects publicly bid)
  - 1. Fees shall be negotiated at the time the project is authorized by the construction cost depending upon the scope of services required and as determined by the City Manager. Billing and payments will be monthly as the work progresses.
- C. The hourly rates for engineering and inspection services related to private developments and projects within the City shall be authorized under separate agreement and fee structure consistent with estimates previously provided to the developer.

IV. GENERAL

- A. No deductions are to be made from the Engineer's compensation on account of penalty, liquidation damages, or other amounts withheld from the Contractor.
- B. The Engineer shall be entitled to additional compensation for extended services made necessary by:
  - 1. Significant changes in the general scope of the design of the project after the construction documents have begun.
  - 2. Work damaged by fire or other caused during project construction.
- C. The Engineer will provide an estimate of cost for any additional services as requested by the Owner for all services not listed in this agreement.
- D. All original documents related to the project including plans, specifications, files and data are to remain the property of the Engineer as instruments of service. The Owner will be entitled to any copies if these documents as per the terms of this agreement.
- E. This agreement may be terminated upon seven (7) days written notice, and the Engineer will be reimbursed for the costs-to-date.

This agreement is accepted by:

Witness:

\_\_\_\_\_

Brandstetter Carroll, Inc.

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

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

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

City of Madeira, Ohio

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

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

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

**RESOLUTION NO. 05-19**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIAM C. FIEDLER FOR PROFESSIONAL SERVICES AS THE CHIEF BUILDING OFFICIAL (CBO) COMMENCING JANUARY 1, 2019**

WHEREAS, the City of Madeira requires all commercial building permits to be reviewed under the requirements of the Ohio Basic Building Code; and

WHEREAS, the State of Ohio Board of Building Standards requires an individual to be certified to perform the function of Chief Building Official; and

WHEREAS, William C. Fiedler, as a registered architect in the State of Ohio, is certified as a Chief Building Inspector for the City of Madeira.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio:

**Section 1.** That the City Manager is hereby authorized to enter into a contract with William C. Fiedler as Chief Building Official of the City of Madeira as per the attached Exhibit "A" incorporated herein by reference.

**Section 2.** That the Treasurer is hereby authorized to pay William C. Fiedler for said plan review services at a rate of Forty Dollars (\$40.00) per hour upon presentation of proper vouchers thereof.

**Section 3.** That this Resolution shall take effect from and after the earliest period allowed by law.

*This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.*



**RESOLUTION NO. 05-19**  
**EXHIBIT "A"**

**AGREEMENT**

This Agreement is executed by and between the City of Madeira, Ohio (hereinafter referred to as "City") and William C. Fiedler (hereinafter referred to as "Fiedler") as per the following:

1. Fiedler shall perform the responsibilities and duties as the City's Class I Chief Building Official, Class II Plans Examiner, and Class III Field Inspector.
2. Fiedler shall work on a part-time basis, as necessary, for the City until the expiration of this contract on December 31, 2019.
3. The City agrees to pay Fiedler the rate of Forty Dollars (\$40.00) per hour for all plan review and inspection services. The City Manager shall approve all invoices prior to payment.
4. Fiedler shall submit an invoice to the City on a monthly basis. Upon certification by the City Manager, the invoice will be paid in thirty (30) days.
5. This agreement may be terminated by either party after providing thirty (30) days written notice to the other party.

\_\_\_\_\_  
William C. Fiedler                      Date  
Chief Building Official

\_\_\_\_\_  
Thomas W. Moeller                      Date  
City Manager, City of Madeira

**RESOLUTION NO. 06-19**

**AUTHORIZING THE CITY MANAGER, PER THE 2015-2019 OPERATING AGREEMENT, TO AUTHORIZE PAYMENT TO THE MADEIRA/INDIAN HILL JOINT FIRE DISTRICT FOR FY2019**

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Madeira to enter into a contract with the City of the Village of Indian Hill and the Madeira/Indian Hill Joint Fire District; and

WHEREAS, the City of Madeira, Ohio traditionally has its fire and paramedic services provided by the Madeira/Indian Hill Joint Fire District.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

**Section 1.** That the City Manager is hereby authorized and directed to make payment to the Madeira/Indian Hill Joint Fire District in an amount not to exceed One Million, Nine Hundred Twenty-Five Thousand, One Hundred Forty-Three Dollars (\$1,925,143.00) or One Hundred Sixty Thousand, Four Hundred Twenty-Nine Dollars (\$160,429.00) per month for fire and paramedic services for FY2019.

**Section 2.** That the Treasurer is hereby authorized to pay the Madeira/Indian Hill Joint Fire District the sum of One Million, Nine Hundred Twenty-Five Thousand, One Hundred Forty-Three Dollars (\$1,925,143.00) or One Hundred Sixty Thousand, Four Hundred Twenty-Nine Dollars (\$160,429.00) per month for fire and paramedic services for FY2019. This contribution may be reduced through Emergency Medical Service (EMS) billing credits during the 2019 calendar year. Funds will be expended from the General Fund.

**Section 3.** That this Resolution shall take effect from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***

MADEIRA & INDIAN HILL JOINT FIRE DISTRICT

2019 BUDGET PROPOSAL

\$3,890,285 budget including Capital Reserve  
 (\$20,000) contributions from Fire Company  
 (\$20,000) possible interest income  
 therefore  
 \$3,850,285 needed from cities  
0.50 each, Madeira and Indian Hill  
 \$1,925,143 which equals \$160,429 per month

160428.5833

These figures do not reflect the last 12 months of EMS credits of  
 118,357 each, Indian Hill and Madeira

EMS Credits September 17- August 18

Month	Each City
Sept	12781.96
Oct	4836.25
Nov	11525.10
Dec	6965.88
Jan	8222.66
Feb	9004.40
Mar	14755.51
Apr	5259.39
May	6125.05
June	14432.79
July	16948.28
Aug	7499.79

118,357.06 times 2 236,714.12

Staff/Ashbrocks/Budget & Salary Info/2019 Budget/Monthly for Cities

**RESOLUTION NO. 08-19**

**AMENDING RESOLUTION NO. 34-17 APPOINTING STEVEN A. SOPER AS  
TREASURER FOR THE CITY OF MADEIRA, OHIO AND ESTABLISHING  
COMPENSATION THEREOF FOR THE PERIOD BEGINNING  
DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2019**

WHEREAS, Section 5 of Article V of the Charter of the City of Madeira provides the Council shall establish the salary of Treasurer by Ordinance; and

WHEREAS, the Administration and Personnel Committee of Council has reviewed the duties and responsibilities of the Treasurer; and

WHEREAS, Steven A. Soper has demonstrated competence and experience necessary for the performance of the duties of the Treasurer of the City of Madeira and the firm of Soper, Soper and Weinel has the resources and additional experience necessary to provide the availability and continuation of services supporting the duties of Treasurer; and

WHEREAS, the Council of the City of Madeira has appointed Steven A. Soper as Treasurer for the period from December 1, 2017 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio:

**Section 1.** That the compensation for the performance of the duties of Treasurer shall be in the amount of Thirty Thousand Dollars (\$30,000.00) per year payable to the firm of Soper, Soper and Weinel during the Treasurer's term in office. The amount payable to the firm of Soper, Soper and Weinel is for professional services rendered and shall be payable monthly upon receipt of an invoice for services rendered. The monthly payment shall be a pro-rata portion of the yearly compensation payable to Soper, Soper and Weinel, set forth above.

**Section 2.** That additional services required in connection with the Joint Economic Development Zone (JEDZ) shall be billed at Ninety Dollars (\$90) per hour.

**Section 3.** That the responsibilities for the position of Treasurer are set forth in the Madeira Home Rule Charter, Article V, Section 2.

**Section 4.** That this Resolution shall take effect as of January 1, 2019.

*This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.*

**SECOND READING**

**ORDINANCE NO. 18-09**

**AMENDING MADEIRA CODE SECTION 94.03 RE:  
ATHLETIC FIELD FEES**

WHEREAS, The City of Madeira provides athletic fields for various recreational sports programs throughout the year; and

WHEREAS, the maintenance of these facilities is important to the overall playability for all recreational sports; and

WHEREAS, The Madeira City Council recently entered into a lease agreement with the Madeira City Schools Board of Education for the use of the High School Stadium so that this facility can be used to increase the availability of field space for Madeira recreational sports programs; and

WHEREAS, City Council has established a policy of implementing a player fee to fund the costs of maintenance of the park facilities and fields; and

WHEREAS, Madeira Code Section 94.03 establishes the fee structure for the use of Madeira park facilities and fields; and

WHEREAS, City Council has determined, in the interest of efficiency, to amend Section 94.03 to place the establishment of fees with the City Administration to correspond with the costs of field maintenance and the lease agreement with the Madeira City Schools Board of Education for the High School Stadium.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Madeira, State of Ohio:

**Section 1.** That Madeira Code Section 94.03 is hereby deleted in its entirety and replaced with the following:

**94.03 ATHLETIC FIELD FEES**

- (A) As established annually by the City Manager, there shall be a fee per player or participant for any athletic teams/organizations which schedule the use of either a Madeira Park Facility or Field or the Madeira High School Stadium. Fees shall be imposed to include both recreational sports programs and individual teams, also known as “select teams”, which schedule the use of Madeira Parks or the Madeira High School Stadium.
- (B) Such fee shall be established in conjunction with the annual budget process and shall be made available and announced no later than December 1<sup>st</sup> for the next year’s sports’ seasons.

- (C) Each recreation sports association and “select teams” shall be responsible for the collection and payment of the fee to the City after registrations have been completed. Fees shall be due and paid no later than thirty (30) calendar days from the closing date of registrations.
- (D) Each recreation sports association and “select teams” shall submit to the Office of the City Manager or designee a list of participants who have registered with each organization or team.
- (E) The fee shall be waived for any player who is being permitted to play by the corresponding association due to financial hardship or for any families who are given reduced fees as a result of multiple players under the policy of those associations. Example: if an association awards a third child to play at no cost, then no player fee will be imposed on the third child. If the policy of the association reduces the fee for multiple players, the City’s fee will be reduced by the same percentage.
- (F) All fees collected hereunder shall be receipted into the SR-45 Parks and Recreation Events Fund.
- (G) Failure to file the list of players and/or pay the required fees by the recreation sports associations or “select teams” will result in forfeiture of the use of the fields until all fees have been paid in full.

**Section 2.** That this Ordinance shall take effect on January 1, 2019.

**RESOLUTION NO. 41-18**

**AUTHORIZING THE CITY MANAGER TO ENTER  
INTO AN AMENDED MUTUAL AID AGREEMENT FOR  
LAW ENFORCEMENT WITH HAMILTON COUNTY, OHIO**

WHEREAS, Revised Code Section 737.04 allows the legislative authority of any municipal corporation to enter into contracts with one or more municipal corporations, townships, township police districts, county sheriffs, park districts, port authorities, or contiguous municipal corporations in an adjoining state, for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the political subdivisions; and

WHEREAS, further authority for the participation of townships is set forth in Revised Code Sections 505.43 and 505.431, and further authority for the participation of park districts is set forth in Revised Code Sections 511.235 and 1545.131; and

WHEREAS, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout Hamilton County; and

WHEREAS, the undersigned parties intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accordance with the guidelines and provisions of the agreement; and

WHEREAS, the undersigned parties (individually, "Agency" and collectively, "Agencies") include the following participating jurisdictions: Hamilton County, Ohio; the City of Cincinnati; the Village of Addyston; the Village of Amberley Village; the Village of Arlington Heights; the City of Blue Ash; the City of Cheviot; the Village of Cleves; the City of Deer Park; the Village of Elmwood Place; the Village of Evendale; the Village of Fairfax; the City of Forest Park; the Village of Glendale; the Village of Golf Manor; the Village of Greenhills; the City of Harrison; the City of the Village of Indian Hill; the City of Lincoln Heights; the Village of Lockland; the City of Loveland; the City of Madeira; the Village of Mariemont; the City of Milford; the City of Montgomery; the City of Mt. Healthy; the Village of Newtown; the Village of North Bend; the City of North College Hill; the City of Norwood; the City of Reading; the City of Sharonville; the Village of St. Bernard; the Village of Silverton; the City of Springdale; the Village of Terrace Park; the Village of Woodlawn; the City of Wyoming; Anderson Township; Colerain Township; Columbia Township; Crosby Township; Delhi Township; Green Township; Harrison Township; Miami Township; Springfield Township; Sycamore Township; Symmes Township; Whitewater Township; the Hamilton County, Ohio Park District; Cincinnati State Technical and Community College; College of Mt. St. Joseph; the University of Cincinnati; Xavier University; and Summit Behavioral Police.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio:

**Section 1.** That the City Manager is hereby authorized to enter into a mutual aid agreement with all other the police agencies of Hamilton County which have executed the attached agreement incorporated herein to this legislation and marked as Exhibit A.

**Section 2.** That that City Manager shall direct the Chief of Police to cooperate with the provisions for duration of the agreement.

**Section 3.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***



**RESOLUTION NO 41-18**

**Exhibit A**

**HAMILTON COUNTY, OHIO**  
**AMENDED AND RESTATED MUTUAL AID AGREEMENT**  
**FOR LAW ENFORCEMENT**

This agreement ("Agreement") is made and entered into by the undersigned parties as follows:

**WHEREAS**, Revised Code Section 737.04 allows the legislative authority of any municipal corporation to enter into contracts with one or more municipal corporations, townships, township police districts, joint police districts, county sheriffs, park districts, port authorities, or contiguous municipal corporations in an adjoining state, for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the political subdivisions; and

**WHEREAS**, further authority for the participation of townships is set forth in Revised Code Sections 505.43 and 505.431, further authority for the participation of park districts is set forth in Revised Code Sections 511.235 and 1545.131, and further authority for the participation of universities is set forth in Revised Code Section 3345.041 and 1713.50; and

**WHEREAS**, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout Hamilton County; and

**WHEREAS**, the undersigned parties intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accord with the following guidelines; and

**WHEREAS**, the undersigned parties (individually, "Agency" and collectively, "Agencies") include the following participating jurisdictions: Hamilton County, Ohio; the City of Cincinnati; the Village of Addyston; the Village of Amberley Village; the City of Blue Ash; the City of Cheviot; the Village of Cleves; the City of Deer Park; the Village of Elmwood Place; the Village of Evendale; the Village of Fairfax; the City of Forest Park; the Village of Glendale; the Village of Golf Manor; the Village of Greenhills; the City of Harrison; the City of the Village of Indian Hill; the Village of Lockland; the City of Loveland; the City of Madeira; the Village of Mariemont; the City of Milford; the City of Montgomery; the City of Mt. Healthy; the Village of Newtown; the City of North College Hill; the City of Norwood; the City of Reading; the City of Sharonville; the Village of St. Bernard; the City of Springdale; the Village of Terrace Park; the Village of Woodlawn; the City of Wyoming; Anderson Township; Colerain Township; Columbia Township; Crosby Township; Delhi Township; Green Township; Harrison Township; Miami Township; Springfield Township; Sycamore Township; Symmes Township; Whitewater Township; Great Parks of Hamilton County; Cincinnati State Technical and Community College; Mt. St. Joseph University; the University of Cincinnati; Xavier University; and Summit Behavioral Police.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. COOPERATIVE LAW ENFORCEMENT WITHOUT REQUEST**

The Agencies recognize that criminal activities routinely occur across jurisdictional lines, and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Hamilton County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

1. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested persons, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger the officer or others or threaten the preservation of evidence.

2. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a "serious traffic offense" has occurred within the jurisdiction of another cooperating Agency, the law enforcement officer may stop, arrest or cite the suspected violator according to law. Under this Agreement, a "serious traffic offense" is one that jeopardizes public safety and/or constitutes a misdemeanor of the fourth degree or a higher offense. The traffic violator shall be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer shall provide any further assistance to the extent necessary for subsequent court proceedings.

B. Investigations Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation shall be reported to the appropriate cooperating Agency as soon as practicable. Subsequent arrests, search warrant service or similar police actions shall be coordinated between affected Agencies.

C. Independent Police Action

The police department of any cooperating Agency may provide temporary police service to any cooperating Agency without request.

**II. COOPERATIVE LAW ENFORCEMENT UPON REQUEST**

The Agencies recognize that special public safety incidents occasionally require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity, and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of such criminal activity, the Agency may request police services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Person

Whenever one Agency conducts a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction, and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to the fugitive, the Agency may request police services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, operating a vehicle while impaired (“OVI”) or other serious traffic offense is reported to the jurisdiction in which the accident occurred, and the Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violator, the Agency may request assistance from any other Agency. The

cooperative effort may include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violator.

2. Hazardous Traffic Conditions Assistance

- a. Whenever automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and there is substantial or other serious risk of a traffic accident unless control is re-established, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.
- b. Whenever an incident occurs on or near a roadway creating substantial or other serious risk of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

D. General Police Service

1. Any incident may form the basis for the request of police services from one or more cooperating Agencies when police assistance is reasonably necessary to protect the safety of persons and/or property.
2. Police services, including but not limited to routine patrol services, may be requested and supplied by cooperating Agencies for limited-time special events or for extended time periods based on need. Such services may include the facilitation of personnel by their employing Agency for the provision of police protection to a requesting Agency for voluntary, special event details performed while such personnel are not on duty for the employing Agency ("Off-Duty Details"). No Agency is required to facilitate or otherwise provide volunteer personnel for Off-Duty Details.

Moreover, any Agency may prohibit its personnel from engaging in such Off-Duty Details to the extent allowed by law.

### **III. GENERAL TERMS AND PROCEDURES**

A. A request for police services may be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency will respond to the extent the requested personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority, or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Section 737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Sections 505.431 and 737.04, or as otherwise provided by law. Revised Code Chapter 2743 shall apply as provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance, provided, however, that Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services may be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services may also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI, a serious traffic violator or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must, as soon as practicable, contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.

F. An on-duty officer initiating police services shall notify a law enforcement officer from the affected cooperating Agency as soon as possible. As appropriate, the assisted cooperating Agency shall relieve the officer as soon as possible.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency. Additionally, unless otherwise provided in this Agreement, each Agency shall be responsible for the negligence or wrongdoing of its employees to the extent provided by law. Unless otherwise specifically provided herein, nothing in this Agreement shall impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

H. Each cooperating Agency shall be responsible for any of its own costs arising from or out of its response to a call for assistance, unless the requesting Agency is reimbursed for such costs by a third-party source. Further, in the event of loss of or damage to the Agency's equipment or property while providing police assistance services within the jurisdiction of any other cooperating Agency, the assisting Agency shall not seek to hold the requesting Agency accountable for such loss or damage solely on the basis of the request for services having been

made, but may do so if any other actions of the requesting Agency or its employees caused the loss or damage.

#### **IV. SPECIALIZED LAW ENFORCEMENT OPERATIONS**

A. In addition to the law enforcement services described above, parties to this Agreement may request Specialized Law Enforcement Operations, defined as a Special Weapons and Tactics Team ("SWAT"), Underwater Search and Recovery operations, Mobile Field Force Team, or any other operation involving a task force, multi-jurisdictional team, or substantially similar operation of a specialized or unique nature.

B. As used in this Section IV, "Initiating Agency" means the political subdivision requesting Specialized Law Enforcement Operations, and "Assisting Agency" means any political subdivision furnishing Specialized Law Enforcement Operations (including participating personnel) at the request of an Initiating Agency.

C. An Assisting Agency will respond to the extent the requested Specialized Law Enforcement Operations are appropriate under the circumstances, and to the extent the requested Specialized Law Enforcement Operations are available and not required for other use.

D. The Initiating Agency shall be in control of the scene, but, as to tactical or operational execution, all Specialized Law Enforcement Operations personnel shall be directed by their operational commander according to the procedures set forth by the responding Specialized Law Enforcement Operation.

E. Notwithstanding any other provision of this Agreement, and only as to Specialized Law Enforcement Operations, to the extent that any third party asserts a claim of any kind against any Assisting Agency or its participating personnel, whether under Ohio Revised Code Chapter 2744, common law, or any other state or federal statute, the following shall apply:



1. The Initiating Agency shall, to the extent of its liability insurance (including but not limited to any self-insurance or risk pool participation), defend and indemnify any Assisting Agency and its personnel against any claim, loss, damage, expense, cost, attorney fees, or other liability asserted by any third party arising out of the conduct, acts or omissions of personnel engaged in Specialized Law Enforcement Operations. The minimum amount of indemnification provided pursuant to this Paragraph shall be three million dollars (\$3,000,000), regardless of the actual liability insurance limits of the Initiating Agency. The Initiating Agency, however, shall not have any obligation to defend or indemnify the Assisting Agency or its personnel to the extent they act outside the scope of lawful orders issued by the Initiating Agency or its designee, or to the extent that the Assisting Agency or its personnel willfully and maliciously cause injury or damage to person or property.
2. For purposes of Paragraph IV.E.1, the conduct, acts, or omissions for which the Initiating Agency assumes the obligation to defend and indemnify the Assisting Agency or its personnel are the conduct, acts, or omissions that occur from the time the applicable Specialized Law Enforcement Operations personnel arrive at the requested location and report to the Initiating Agency's Chief of Police or other Officer-in-Charge (collectively, "OIC"), until the time the personnel are dismissed by the Initiating Agency's OIC.
3. Before requesting Specialized Law Enforcement Operations, an Initiating Agency must have in full force and effect liability insurance sufficient to

defend and indemnify any Assisting Agency and its personnel under this Agreement in an amount no less than three million dollars (\$3,000,000) per occurrence, regardless of any aggregate limit, or self-insurance.

4. As a condition of the obligations set forth in Paragraph IV.B.1 above, the Assisting Agency must provide prompt written notice to the Initiating Agency of any threatened or asserted third-party claim, including any lawsuit served, so that a timely answer may be filed.
5. In the event of any third-party claim against an Assisting Agency or its personnel, the Assisting Agency and its personnel shall, as a condition of receiving defense and indemnification provide their full cooperation to any Initiating Agency or its insurer assuming the defense of such claim or action.

## **V. ADDITIONAL PROVISIONS**

A. This Agreement shall be in continuous effect for each participating Agency from the date of that Agency's execution of the Agreement. Any Agency may terminate its participation in this Agreement upon sixty (60) days written notice sent care of the Reading Police Department. Upon receipt of such notice, the Reading Police Department will notify the remaining participants, or cause them to be notified, of such termination.

B. This Agreement is solely intended to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance,

whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

C. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

D. This Agreement contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this agreement shall be of no force and effect.

E. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

F. The Reading Police Department shall serve as the depository for this Agreement unless otherwise agreed by the parties in writing or by custom and practice.

G. Parties may be added or deleted from this Agreement, and other terms may be modified, by written addendum without restating the entire Agreement.

H. This Agreement may be executed in counterparts.

I. This Agreement supersedes and replaces all prior versions of the Hamilton County, Ohio Mutual Aid Agreement for Law Enforcement (including as amended and restated), which are hereby terminated; provided, however that as to any incident that occurred during the term of such prior version, and that arose out of Specialized Law Enforcement Operations, the provisions of the former Section IV.B.1 through 7 shall apply to that incident only.

Only signatures to follow.

Executing Agency: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

**CERTIFICATE OF MAINTENANCE OF INSURANCE IN AMOUNTS SUFFICIENT  
TO FUND INDEMNIFICATION REQUIRED BY THIS AGREEMENT**

I certify that \_\_\_\_\_, currently holds in full force and effect and will maintain general liability insurance in amounts equal to or exceeding Three Million Dollars (\$3,000,000.00) per occurrence, regardless of any aggregate limit or self-insurance, which amount will fund the indemnification requirements of this Agreement.

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

**RESOLUTION NO. 07-19**

**APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS OF  
RIDGESTONE DRIVE AND THE CAMARGO RIDGE SUBDIVISION**

WHEREAS, the Camargo Ridge Subdivision was completed in 2018; and

WHEREAS, the developer, Robert Lucke Homes, Inc., has complied with all of the requirements of the subdivision regulations in completing the public improvements on Ridgestone Drive; and

WHEREAS, the City Engineer has inspected all improvements which are to be owned and maintained by the City; and

WHEREAS, the City Engineer has reported to the City Manager that all improvements are now complete.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madeira, State of Ohio:

**Section 1.** That the public improvements of the Camargo Ridge Subdivision and Ridgestone Drive are hereby accepted by the City of Madeira for ownership and maintenance purposes.

**Section 2.** That the City Manager is hereby authorized to release any remaining performance bonds held as security for the completion of said improvements and the developer has posted a maintenance bond in an amount established and approved by the City Engineer and City Manager for a period of one year from the date of acceptance.

**Section 3.** That this Ordinance shall take effect from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***

**RESOLUTION NO. 09-19**

**APPROVING REVOCABLE STREET LICENSE AGREEMENT  
TO INSTALL CERTAIN IMPROVEMENTS IN THE RIGHT-OF-WAY  
ABUTTING ARNETT STREET**

WHEREAS, Graeme Daley, the owner of certain property located at 6242 Fulsher Lane has petitioned the City Council of the City of Madeira to permit certain improvements to be placed in the public right-of-way abutting property located at the northeast corner of Fulsher Lane and Arnett Street; and

WHEREAS, the Petitioner has acknowledged he has read and understands the revisions, obligations, limitations, and conditions set forth in the attached License Agreement; and

WHEREAS, the City Council of the City of Madeira has reviewed the matter and has recognized improvements in the form of a private wastewater/sanitary sewer service lateral within the Arnette Street public right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio that:

**Section 1.** The City Manager is hereby authorized to execute on behalf of the City of Madeira the agreement set forth in this ordinance which shall permit Graeme Daley, 6242 Fulsher Lane, to install and maintain a private wastewater/sanitary sewer service lateral within the right-of-way of Arnett Street, upon confirmation that each of the following terms and conditions have been complied with or agreed to as set forth hereinafter;

- a. Petitioner has acknowledged compliance with the terms set forth herein including recognition that the privilege to place an improvement within the public right-of-way does not vest the Petitioner with any property right and that all improvements shall be removed by Petitioner or their successors, heirs and assigns without protests upon notice from the City Manager. Petitioner hereby acknowledges that the License Agreement shall be recorded by the City of Madeira at Petitioner's cost.
- b. Petitioner shall provide, if so requested by the City Manager, any additional specifications, drawing or other detail determined to be necessary by the Madeira Building Department to ensure that all applicable codes are addressed.
- c. Petitioner has executed the Agreement attached hereto.

**Section 2.** The Council of the City of Madeira recognizes that it is the obligation of the City to keep the rights-of-way of the City free, clear and unencumbered. The granting of a revocable License Agreement is done under special circumstances. The City Council finds in this case there are special circumstances relative to the need to serve the owner's

property with a wastewater/sanitary sewer service lateral from Kenwood Road to the owner's property on Arnett Street.

**Section 3.** That this Resolution shall be in effect from and after the earliest period allowed by law.

*This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.*

**RESOLUTION NO. 09-19**

**APPROVING REVOCABLE STREET LICENSE AGREEMENT  
TO INSTALL CERTAIN IMPROVEMENTS IN THE RIGHT-OF-WAY  
ABUTTING ARNETT STREET**

**LICENSE AGREEMENT**

----- space above for recorder's office -----

**GRANT OF SEWER EASEMENT**

(Sanitary Sewer along Arnett Street public right-of-way)

This Grant of Sewer Easement is made by the **CITY OF MADEIRA**, an Ohio municipal corporation, having an address of 7141 Miami Avenue, Madeira, OH 45243 (the "**City**"), in favor of \_\_\_\_\_, a(n) \_\_\_\_\_ ("**Grantee**"), whose tax mailing address is \_\_\_\_\_.

Recitals:

A. The City is the owner of the portion of the public right-of-way known as Arnett Street adjacent to Grantee's Property (as defined below) as shown on Exhibit A (*Site Plan*) attached hereto.

B. Pursuant to the deed filed in the Hamilton County Recorder's Office at O.R. \_\_\_\_\_, PG \_\_\_\_\_, Grantee owns the adjacent property known as Auditor parcel 525-0025-0002-00, which is located on the south side of Arnett Street, as described on Exhibit B attached hereto and made part hereof ("**Grantee's Property**").

C. Pursuant to the deed filed in the Hamilton County Recorder's Office at O.R. \_\_\_\_\_, PG \_\_\_\_\_, the City owns the adjacent property known as Hamilton County Auditor's Parcel No. 525-0025-0146-00, which is located on the east side of Arnett Street ("**City's Property**"), as shown on Exhibit A.

D. Grantee intends to construct a six (6) inch private sanitary sewer line along a portion of Arnett Street to provide public sanitary sewer service to Grantee's Property, as further defined herein (the "**Sewer Line**"), as shown on Exhibit A.

E. Grantee has requested that the City grant to Grantee a perpetual easement along a portion of Arnett Street for access to, construction, maintenance, operation, repair, replacement and removal of the Sewer Line.

F. The City Manager, in consultation with the City's Engineering Consultant, Brandstetter Carroll, Inc., and the City's Building Department ("**Building Department**"), has determined that granting the easement for the Sewer Line will not have an adverse effect on the City's retained interests in Arnett Street.

G. The City has determined that the total fair market value of the easement granted herein, as determined by appraisal, is \$ \_\_\_\_\_, which Grantee has deposited with the City Treasurer.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the granting of the easement at its meeting on \_\_\_\_\_.



I. The City Manager is authorized to execute this *Grant of Sewer Easement* by Ordinance No. \_\_\_\_\_, duly passed by City Council on \_\_\_\_\_.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows:

1. Grants. The City hereby grants to Grantee, on the terms and conditions set forth herein, for the benefit of the Grantee's Property, a perpetual, non-exclusive, appurtenant sewer easement to construct, operate, use, maintain, repair, remove, and reconstruct a Sewer Line extending from the Grantee's Property to the City's Property along an approximately \_\_\_\_\_ linear foot portion of Arnett Street as depicted in Exhibit C and described in Exhibit D (Legal Description of Sewer Easement) hereto (the "**Easement Area**").

2. No Interference with Utility Facilities. Grantee acknowledges that there may be third party easements, utility lines and related facilities in the vicinity of the Easement Area ("**Utility Facilities**"). Each owner (or managing agent of such owner) of the Utility Facilities is referred to herein as a "**Utility Company**", and all of such entities are referred to herein collectively as the "**Utility Companies**". In connection with Grantee's activities under this *Grant of Easement*, Grantee shall not: physically alter or relocate any Utility Facilities; do anything that would impair access or otherwise interfere with the access of the Utility Companies to inspect, operate, maintain, repair, remove, construct or reconstruct the Utility Facilities; reduce existing clearances, impair the land support, or create any hazard with respect to the Utility Facilities. Grantee shall, at Grantee's expense, promptly repair any and all damage to the Utility Facilities caused by Grantee, its agents, employees, contractors, subcontractors, licensees or invitees.

In the event that Grantee's activities hereunder cause damage to the Utility Facilities, Grantee shall immediately notify the applicable Utility Company. All costs of repairing damage to the Utility Facilities caused by Grantee, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable Utility Company in its sole discretion, shall be borne by Grantee and shall be payable by Grantee within thirty (30) days after Grantee receives documentation substantiating such costs. Any relocation of the Utility Facilities necessitated by Grantee's activities under this Easement shall be handled entirely at Grantee's expense and shall be undertaken only upon receiving prior written authorization from the applicable Utility Company. All activities undertaken by Grantee under this Easement shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. Construction, Maintenance and Repair of Improvements.

a. Prior to commencing construction or reconstruction of the Sewer Line within the Easement Area, Grantee shall submit, at its expense, its proposed construction drawings to the Building Department for review and approval. The drawings shall meet City standards, policies and guidelines. Grantee shall make whatever modifications to its drawings as the Building Department may require.

b. Grantee shall construct the Sewer Line within the Easement Area in accordance with the drawings as approved by the Building Department, at no cost to the City. Grantee shall be responsible for the cost of any undergrounding of the Sewer Line and related facilities. Prior to commencing construction, Grantee shall obtain all necessary permits, including but not limited to, a Building Department street opening permit obtained by a Building Department licensed contractor. Once installed, Grantee shall not make any modifications to the Sewer Line without the Building Department's prior written consent.

c. If not already a member, Grantee shall become a member and maintain membership of Ohio Utility Protective Service. Membership is required before a permit will be issued. Failure to maintain

membership will result in the property owner being responsible for repairs due to damage caused by excavations performed by utility companies, the City or permitted contractors. Prior to performing any work requiring digging under the Easement Area, Grantee shall contact the Ohio Utility Protection Service (OUPS) and GCWW's Inspection Section (513-591-7870), as applicable, in order to have the Utility Facilities marked in the field.

d. Grantee, at no cost to the City, shall at all times keep and maintain the Sewer Line in a good, safe and clean condition and state of repair. Grantee shall take such reasonable measures and precautions as necessary to protect public safety and limit damage to vegetation, sidewalks, curbs, pavement or other improvements in connection with Grantee's work, and shall repair any damage to property or vegetation resulting from such activities and the like as the City may require, at no cost to the City. Grantee acknowledges that the City's grant of this Easement is expressly conditioned upon the requirement that when the Sewer Line is no longer needed, the pavement or walk must be restored in accordance with City standards, policies and guidelines. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws and other governmental requirements. The City reserves access to the Sewer Line for necessary inspections when appropriate.

4. Liability; Insurance. Grantee shall be responsible for all liabilities, damages, claims, costs and expenses in connection with Grantee's activities or the use of the public right-of-way over this easement, and releases the City from any liability to Grantee for any property damage or personal injury in connection with or incidental to the exercise of the privileges herein granted. Grantee shall cause its contractors to defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the Sewer Line or the use of the public hereunder.

In addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee, at no cost to the City, shall maintain and/or cause its contractors to maintain, at all times that this easement is in effect, a policy of Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require, that provides coverage against property damage, personal injury and death resulting or arising from Grantee's activities and the use of the public pursuant to this instrument. Such policy shall be provided by an insurance company reasonably acceptable to the City, name the City as an additional insured, and provide for the City to be notified in writing at least ten (10) days in advance of any cancellation of or change in the coverage provided thereunder.

Upon execution of this easement and prior to each anniversary thereof and prior to undertaking any construction activities within or under the Easement Area, Grantee shall furnish to the City a certificate of insurance evidencing such insurance. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Sewer Line, no matter how caused, and in connection with Grantee's activities or the activities of the public under this easement.

5. Termination. Notwithstanding anything in this instrument to the contrary, the easement herein granted shall automatically terminate upon the occurrence of any of the following events: 1) the complete removal of all or a portion of the Sewer Line unless reconstruction of a functionally equivalent Sewer Line is commenced within the Easement Area within six months thereafter; or 2) the Sewer Line ceases to be used for a period of greater than eighteen (18) months (collectively the "**Termination Events**"). If the City Manager or the Building Department determines that one of the above described Termination Events has occurred, then the City can, with fifteen (15) business days prior written notice to Grantee, execute and file a Termination of Easement in the Hamilton County Recorder's Office thereby terminating the easements described herein. Thereafter, the owner of the Grantee's Property shall be liable for the removal of and the cost of removing the Sewer Line. However, should the owner of the

Grantee's Property not remove the Sewer Line within 180 days after the recording of the Termination of Easement in the Hamilton County Recorder's Office, the City shall have the right to remove the Sewer Line, at the sole cost of the owner of the Grantee's Property. The City shall not bear any additional costs arising from the restoration or relocation of the Sewer Line.

6. Termination for Public Purpose. In the event that the City requires the Easement Area for a public purpose within the meaning of Section 163.01 of the Ohio Revised Code, the City may terminate this Easement with 120 days prior written notice. If the City exercises its termination right under this Section, the City shall bear the costs of work to modify or demolish the Sewer Line as required to accommodate the public purpose. The City shall not be liable for indirect, consequential, or other damages arising out of Grantee's loss of use of the Sewer Line.

7. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City and Grantee and their respective successors-in-interest with respect to the Easement Area and the Grantee's Property.

8. Severability. Wherever possible, each provision of this Easement shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Easement shall be determined by a court of competent jurisdiction to be invalid or unenforceable under laws of mandatory application, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Easement, which shall remain in full force and effect.

9. Captions. The captions used in this Easement are inserted solely for convenience of reference and are not a part of, nor intended to govern, limit, or aid in the construction of, any provision hereof.

10. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

11. Amendments. This Easement may not be amended, altered, or changed other than by an instrument in writing signed by the parties. Without limiting the foregoing, in the event that either party desires to amend, supplement, or renegotiate any provision of this Easement, such party may so notify the other in writing, and the parties agree to negotiate in good faith with respect to such proposed change.

12. Exhibits. The following Exhibits are attached hereto and made a part hereof:
- A. Site Plan
  - B. Legal Description of Grantee's Property
  - C. Easement Plat
  - D. Legal Description of Sewer Easement

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES]*

[SIGNATURE PAGE FOR GRANT OF SEWER EASEMENT]

Executed as of the date of acknowledgement indicated below.

CITY OF MADEIRA

By: \_\_\_\_\_  
Thomas W. Moeller, City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Thomas W. Moeller, City Manager of the City of Madeira, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Recommended by:  
\_\_\_\_\_

Approved as to Form:  
\_\_\_\_\_

This instrument prepared by:  
Brian W. Fox, Esq.  
Graydon Head & Ritchey LLP  
312 Walnut Street, Suite 1800  
Cincinnati, OH 45202



**EXHIBIT A  
to Grant of Sewer Easement**

SITE PLAN

**EXHIBIT B  
to Grant of Sewer Easement**

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

**EXHIBIT C  
to Grant of Sewer Easement**

**SEWER EASEMENT**



**EXHIBIT D**  
**to Grant of Sewer Easement**

LEGAL DESCRIPTION OF SEWER EASEMENT

