



Pat Moeller
Mayor

Carla Fiehrer
Vice Mayor

Matthew Von Stein
Council Member

Kathleen Klink
Council Member

Rob Wile
Council Member

Robert Brown
Council Member

Timothy Naab
Council Member

1 Public Hearing

Call to Order

Offering of Prayer – Robert Brown

Pledge of Allegiance

Special Presentations by City Council or the City Manager/ Proclamations/ Verbal Reports

1. StreetSpark presentation by Jenn Acus-Smith and Ian McKenzie Thurley
2. Welcome Home Vietnam Veterans Day Proclamation
3. Emergency Medical Services billing process presentation

Audience of Citizens

Individuals who wish to make comments regarding items scheduled on the Agenda may speak during this part of the agenda or may reserve the right to speak specifically when that item is up for a vote on Council floor. Individuals who wish to speak regarding items not specifically scheduled may do so at this time. All individuals who intend to address City Council are required to sign in at the table in the back of the room. Each speaker is allowed 5 minutes.

Consent Agenda

The Consent Agenda is intended to allow the City Council to spend its time and energy on the important items on a lengthy agenda. Staff recommends approval of the Consent Agenda. Anyone may request an item on this calendar to be "pulled" off the Consent Agenda and considered separately. Agenda items pulled from the Consent Agenda will be considered separately under Pulled Consent Items.

- Approval of Minutes
- All Staff Reports
- Committee of the Whole Report (Includes all Caucus Reports)
- Informational Report – Regarding the February 2016 Financial Report
- Informational Report – Regarding the February 2016 Investment Report
- Informational Report – Regarding the City of Hamilton’s Analysis of Fair Housing

Caucus Agenda March 23, 2016

1. [Recommendation Relative to the request 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue \(City Lot Nos. 6546, 6545, 6544, 16545, 27530 and 27531\), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District \(Pamela C. Lunsford, Donna M. Baden, Brenda S. Oliver, and Penny N. Jackson, Applicants\).](#)
2. [Recommendation Relative to the request to Rezone 814 - 816 Park Avenue\), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District \(Robert Hoffman and Janet Hoffman, Applicant\).](#)
3. [Recommendation Relative to the Third Supplemental Appropriation of the 2016 Budget.](#)



Public Hearing

4. [A public hearing regarding a request to rezone the vacant property located at the end of Lincoln Avenue, City Lot No. 23680, situated in the Fifth Ward, City of Hamilton, Butler County, Ohio from R-2 Single Family Residence to R-4 Multi-Family Residence \(AHEPA Senior Living, Applicant\).](#)

These icons illustrate which strategic goals Council Actions align to

<p>Live</p> <p>I Increase residential property values by CPI + 5%</p>	<p>Work</p> <p>R Realize \$150 million of new private industrial/commercial investment</p>	<p>Play</p> <p>G Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River</p>
<p>D Decrease vacant residential structures by 30% (1000 total)</p>	<p>A Add 2,000 net new jobs</p>	<p>E Engage 50,000 participants annually in special events, arts, and recreation activities</p>
<p>O General Operations and Government Business</p>		

Council Actions Pertaining to Legislative Items:

Pending Legislation:

6. [An ordinance making supplemental appropriations for current expenses and other expenditures of the City of Hamilton, during the fiscal year ending December 31, 2016. \(Second Reading\).](#) **O**
7. [An ordinance amending and supplementing Schedule “A” of the City’s Classification and Compensation plan, as set forth in Ordinance No. EOR2016-1-4, adopted January 13, 2016, to add the new classification of Assistant Gas and Water Distribution Superintendent. \(Second Reading\).](#) **O**
8. [An ordinance amending and supplementing schedule “A” of the City’s Classification and Compensation Plan, as set forth in ordinance No. EOR2016-1-4, adopted January 13, 2016, to add the new classification of Environmental Technician and Compliance Specialist. \(Second Reading\).](#) **O**
9. [An ordinance approving the final or official plat of Gardner Ridge, Section One, Block B, situated in the First Ward North Side of the City of Hamilton, Ohio \(JA Development, Applicant\). \(Second Reading\).](#) **I O**

New Legislation:

10. [An ordinance amending Zoning Ordinance No. 7503 by changing the zoning of vacant property located at the Eastern terminus of Lincoln Avenue \(City Lot No. 23680\), located in the City of Hamilton, Fifth Ward, from R-2 Single-Family Residence District to R-4 Multi-Family Residence District \(AHEPA Senior Living, Applicant\). \(First Reading\).](#) **I A R O**





11. [An ordinance renaming Chapter 753 of the Codified Ordinances of the City of Hamilton, Ohio, and supplementing and amending certain sections of Chapter 753 of the Codified Ordinances of the City of Hamilton, Ohio, relative to peddlers, solicitors, itinerant vendors, and canvassers. \(First Reading\).](#) **R**
12. [An ordinance renaming Chapter 754 and amending various sections of Chapter 754 and 901 of the Codified Ordinances of the City of Hamilton, Ohio relative to Street Vending. \(First Reading\).](#) **R**
13. [An ordinance approving the purchase of certain real property located within the City of Hamilton, Ohio \(876 N. Second Street\). \(Two Readings\).](#) **1 0**
14. [An ordinance levying special assessments for public improvements in accordance with resolution numbers R2014-2-13 adopted February 12, 2014 and R2012-6-30, adopted June 27, 2012, relative to the construction and repair of existing sidewalks, curbs, and gutters on various streets and avenues in the City of Hamilton, Ohio. \(Final Assessment Rolls for the 2013 Street Resurfacing and Concrete Repair Program\). \(Two Readings\).](#) **0**
15. [An ordinance authorizing the execution of an agreement between the City of Hamilton and the U.S. Venture, Inc., relative to the branding and marketing of the City's Compressed Natural Gas Dispensing Facility.\(Two Readings\).](#) **0**
16. [A resolution authorizing and directing the City Manager to execute an Economic Development Agreement with United States Aluminate Company, Inc.](#) **A R 0**

Audience of the City Manager

Audience of City Council

Executive Session

Adjournment



City Council Meeting Informational Report

TO: The Honorable Mayor and Members of the City Council
FROM: Tom Vanderhorst, Finance Director
RE: MARCH, 2016 MONTHLY FINANCIAL REPORT TO COUNCIL

Dear Mayor and Members of Council:

This report is provided for your information and requires no City Council action.

Related Strategic Goal(s)

- I** Increase residential property values by CPI + 5%
- D** Decrease vacant residential structures by 30% (1,000 total)
- A** Add 2,000 new jobs
- R** Realize \$150 million of new private industrial/commercial investment
- G** Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River
- E** Engage 50,000 participants annually in special events, arts and recreation activities
- O** General operations / Government Business





HAMILTON OHIO

MONTHLY FINANCIAL REPORT
TO THE CITY COUNCIL

Prepared by the Department of Finance

FEBRUARY 29, 2016

INCOME STATEMENT GENERAL FUND
MONTH ENDING February 29, 2016
(Budgetary Basis)

Comparative Revenue

Description	Revenue This Month Current Year	Revenue Year To Date	Revenue Prior Year To Date	Revenue Estimated	% Est Received
General	\$2,466,598.91	\$4,575,918.82	\$4,397,370.28	\$27,165,975.00	16.84%
Public Works	15.00	215.00	\$315.50	4,150.00	5.18%
Police	29,673.62	45,491.09	\$34,335.44	188,500.00	24.13%
Fire	156,963.50	290,731.68	\$262,929.98	1,651,600.00	17.60%
Public Health	76,136.23	126,434.56	\$83,625.79	409,165.00	30.90%
Parks & Recreation	77,508.01	77,508.01	\$10,650.00	267,510.00	28.97%
Municipal Court	77,829.71	153,457.71	\$131,258.67	875,430.00	17.53%
Construction Services	29,686.50	80,667.96	\$72,205.09	448,300.00	17.99%
Planning	700.00	840.00	\$1,150.00	5,500.00	15.27%
Transfer In	0.00	0.00	\$614,449.41	0.00	
Reimbursement of Expense	724,226.27	1,374,847.87	\$1,968,576.81	11,930,950.00	11.52%
TOTAL REVENUES	\$3,639,337.75	\$6,726,112.70	\$7,576,866.97	\$42,947,080.00	15.66%

Comparative Expenditures

Description	Expenditures This Month Current Year	Expenditures & Encumbrances Year To Date	Expenditures & Encumbrances Prior Year To Date	Budget This Year	Budget Used %
City Council	\$5,510.43	\$12,264.98	\$18,359.63	\$88,369.00	13.88%
City Clerk	10,380.78	22,004.46	\$20,740.94	111,168.00	19.79%
Municipal Court	107,274.11	378,270.54	\$400,296.12	1,683,726.00	22.47%
City Manager	23,994.50	65,556.42	\$98,067.43	355,150.00	18.46%
Construction Services	42,586.55	96,510.61	\$107,949.49	583,636.00	16.54%
Planning	47,937.46	101,039.91	\$84,250.41	1,123,535.00	8.99%
Law	0.00	68.11	\$50,815.36	166.00	41.03%
Human Resources	23,378.02	43,352.44	\$0.00	385,255.00	11.25%
Civil Service	23,199.42	52,782.58	\$60,538.95	303,926.00	17.37%
Finance - Administration	93,254.94	209,009.92	\$243,329.97	1,192,217.00	17.53%
Finance - Purchasing	18,905.98	37,612.26	\$43,714.56	251,002.00	14.98%
Finance - Building Services	36,699.24	114,670.29	\$316,965.06	338,207.00	33.91%
Finance - Taxation	55,948.47	140,488.77	\$237,503.13	808,392.00	17.38%
Finance - Utility Cashiers	12,071.57	39,598.82	\$32,365.77	193,750.00	20.44%
PW - Administration	18,014.92	34,958.81	\$45,564.62	228,042.00	15.33%
PW - Engineering	32,229.58	110,536.72	\$80,380.20	495,016.00	22.33%
PW - Traffic Engineering	25,373.68	56,470.57	\$65,540.31	311,670.00	18.12%
PW - Signal	41,899.51	93,837.90	\$67,133.35	361,167.00	25.98%
Police	904,437.02	2,146,568.25	\$2,482,557.13	12,743,489.00	16.84%
Civilian Dispatch	150.57	10,633.00	\$10,570.00	9,550.00	111.34%
Bldg Maint - Criminal Justice	22,415.78	78,268.33	\$80,296.84	181,796.00	43.05%
Corrections	40,278.52	94,464.00	\$115,878.94	540,351.00	17.48%
Fire	734,056.90	1,806,474.01	\$1,776,674.19	9,452,714.00	19.11%
Fire Building Maintenance	21,863.15	90,569.96	\$63,628.77	191,688.00	47.25%
EMT/Paramedic Levy Expenditures	213,853.66	583,232.73	\$615,443.55	2,438,928.00	23.91%
Health - Administration	35,421.70	151,297.74	\$144,725.09	541,258.00	27.95%
Environmental Health	58,416.40	109,439.53	\$114,332.88	752,466.00	14.54%
Nursing	12,794.28	46,394.73	\$34,030.01	162,562.00	28.54%
Health - Bioterrorism	2,313.33	4,347.96	\$7,157.22	26,454.00	16.44%
Parks & Playground Maint	(100.44)	1,281.63	\$50,968.88	1,311.00	97.76%
Community Center	0.00	8,090.78	\$53,833.37	8,224.00	98.38%
M.J. Colligan Lodge	0.00	110.83	\$4,916.55	111.00	99.85%
Rivers Edge Park	0.00	6,000.00	\$0.00	6,000.00	100.00%
Special Approp - General	223,299.64	2,515,105.59	\$2,737,593.49	4,747,046.00	52.98%
Special Appropriations	130,808.05	707,005.35	\$398,855.48	1,734,344.00	40.77%
Income Tax Refunds	66,346.02	74,708.00	\$17,824.47	505,000.00	14.79%
Transfers Out	125,551.71	691,574.71	\$1,913,335.53	1,481,023.00	46.70%
CDBG Expense	27.92	30.42	\$12,031.15	50,000.00	0.06%
TOTAL EXPENDITURES	\$3,210,593.37	\$10,734,631.66	\$12,608,168.84	\$44,388,709.00	24.18%
FUND NET GAIN / LOSS	\$428,744.38	(\$4,008,518.96)	(\$5,031,301.87)	(\$1,441,629.00)	

**INCOME STATEMENT - GENERAL FUND
SUPPORTING SCHEDULE - GENERAL REVENUE
MONTH ENDING February 29, 2016
(BUDGETARY BASIS)**

	Revenue This Month Current Year	Revenue Year To Date	Revenue Prior Year To Date	% Increase/ Decrease Over Prior Year	Revenue Estimated	% Est. Received
TAXES						
Real Estate Taxes	\$ 230,000.00	\$ 230,000.00	\$ 366,000.00	-37.16%	\$ 2,220,000.00	10.36%
Personal Property Taxes	-	-	-	-	-	-
Income Tax - General Fund	1,531,692.24	3,446,767.66	3,175,407.92	8.55%	19,130,875.00	18.02%
Income Tax - JEDD 1	28,403.28	71,065.41	63,746.53	11.48%	385,000.00	18.46%
Income Tax - JEDD 2	8,617.11	34,878.67	23,838.06	46.32%	140,000.00	24.91%
Motel Tax	1,841.25	25,429.74	17,513.01	45.20%	84,000.00	30.27%
2/3rd KWH Tax Revenue	251,107.18	251,107.18	270,765.13	-7.26%	1,650,000.00	15.22%
1/3rd KWH Tax Revenue	125,551.71	125,551.71	135,380.53	-7.26%	810,000.00	15.50%
SUB-TOTAL-TAXES	\$ 2,177,212.77	\$ 4,184,800.37	\$ 4,052,651.18	3.26%	\$ 24,419,875.00	17.14%
LICENSES & PERMITS:						
Cable TV Franchise Fees	\$ 169,030.11	\$ 169,030.11	\$ 165,477.81	2.15%	\$ 635,000.00	26.62%
Other Licenses, Permits	-	6,114.00	7,966.00	-23.25%	7,600.00	80.45%
SUB-TOTAL LICENSES & PERMITS	\$ 169,030.11	\$ 175,144.11	\$ 173,443.81	0.98%	\$ 642,600.00	27.26%
INTERGOVERNMENTAL						
ULGF - County	\$ 89,614.32	\$ 171,148.34	\$ 77,612.14	120.52%	\$ 950,000.00	18.02%
ULGF - Direct	9,532.37	17,345.68	34,965.12	-50.39%	190,000.00	9.13%
Inheritance Taxes	-	-	-	-	-	-
Other Intergovernmental	1,569.40	1,569.40	2,807.11	-44.09%	406,000.00	0.39%
SUB-TOTAL INTERGOVERNMENTAL	\$ 100,716.09	\$ 190,063.42	\$ 115,384.37	64.72%	\$ 1,546,000.00	12.29%
CHARGES FOR SERVICES	\$ 7,785.24	\$ 21,359.45	\$ 27,736.85	-22.99%	\$ 403,850.00	5.29%
INVESTMENT INCOME	\$ 11,693.16	\$ (632.53)	\$ 20,189.36	-103.13%	\$ 100,000.00	-0.63%
MISCELLANEOUS	\$ 161.54	\$ 5,184.00	\$ 7,964.71	34.91%	\$ 53,650.00	9.66%
TOTAL	\$ 2,466,598.91	\$ 4,575,918.82	\$ 4,397,370.28	4.06%	\$ 27,165,975.00	16.84%

**INCOME STATEMENT - GENERAL FUND
SUPPORTING SCHEDULE - REIMBURSEMENT OF EXPENSE
MONTH ENDING February 29, 2016
(BUDGETARY BASIS)**

	Revenue This Month Current Year	Revenue Year To Date	Revenue Prior Year To Date	% Increase/ Decrease Over Prior Year	Revenue Estimated	% Est. Received
REIMBURSEMENT OF EXPENSE:						
FROM FUND:						
One Renaissance Center Fund 200	\$ 8,228.00	\$ 13,276.06	\$ 16,748.08	-20.73%	\$ 79,000.00	16.81%
FEMA Reimbursement Fund 205	-	-	-	-	-	-
Stormwater Fund 279	9,579.60	19,968.20	22,338.36	-10.61%	130,800.00	15.27%
Refuse Fund 280	4,745.16	9,027.03	11,708.05	-22.90%	61,000.00	14.80%
Street Maintenance Fund 281	46,044.94	78,498.17	81,888.24	-4.14%	482,150.00	16.28%
Gas Fund 501	90,987.98	171,026.08	174,233.20	-1.84%	1,300,000.00	13.16%
Electric Fund 502	111,594.94	199,035.46	198,281.82	0.38%	1,455,000.00	13.68%
Water Fund 503	90,987.98	171,026.08	174,233.20	-1.84%	1,300,000.00	13.16%
Wastewater Fund 504	79,003.61	147,711.36	154,064.48	-4.12%	1,020,000.00	14.48%
Parking Fund 550	5,074.72	9,545.94	11,235.13	-15.03%	62,500.00	15.27%
Golf Fund 560	-	-	-	-	-	-
CDBG Reimbursement	11,312.67	22,400.15	35,512.89	-36.92%	110,000.00	20.36%
Public Safety & Health Inc Tax Fund 210	41,666.67	83,333.34	79,900.00	4.30%	500,000.00	16.67%
SUB-TOTAL GENERAL	\$ 499,226.27	\$ 924,847.87	\$ 960,143.45	-3.68%	\$ 6,500,450.00	14.23%
Law Enforcement Funds:						
Safety Helmet Grant Fund 232	-	-	-	-	-	-
DARE Grant Fund 239	\$ -	\$ -	\$ -	-	\$ -	-
Police Pension Fund 246	-	-	62,500.00	-100.00%	240,000.00	0.00%
Law Enforcement Block Grant 225	-	-	-	-	-	-
2002 Police Levy Fund 249	-	-	158,333.34	-100.00%	730,000.00	0.00%
Court Special Project Fund 207	-	-	-	-	70,500.00	0.00%
Public Safety & Health Inc Tax Fund 210	112,500.00	225,000.00	195,050.00	15.36%	1,350,000.00	16.67%
CDBG Reimbursement	-	-	-	-	-	-
SUB-TOTAL POLICE	\$ 112,500.00	\$ 225,000.00	\$ 415,883.34	-45.90%	\$ 2,390,500.00	9.41%
Fire Funds:						
Fire Pension Fund 250	\$ -	\$ -	\$ 60,833.34	-100.00%	\$ 225,000.00	0.00%
Charter Fire Force Fund 252	-	-	175,000.00	-100.00%	745,000.00	0.00%
2002 Fire Levy Fund 253	-	-	161,666.68	-100.00%	720,000.00	0.00%
Public Safety & Health Inc Tax Fund 210	112,500.00	225,000.00	195,050.00	15.36%	1,350,000.00	16.67%
CDBG Reimbursement	-	-	-	-	-	-
SUB-TOTAL FIRE	\$ 112,500.00	\$ 225,000.00	\$ 592,550.02	-62.03%	\$ 3,040,000.00	7.40%
TOTAL	\$ 724,226.27	\$ 1,374,847.87	\$ 1,968,576.81	-30.16%	\$ 11,930,950.00	11.52%

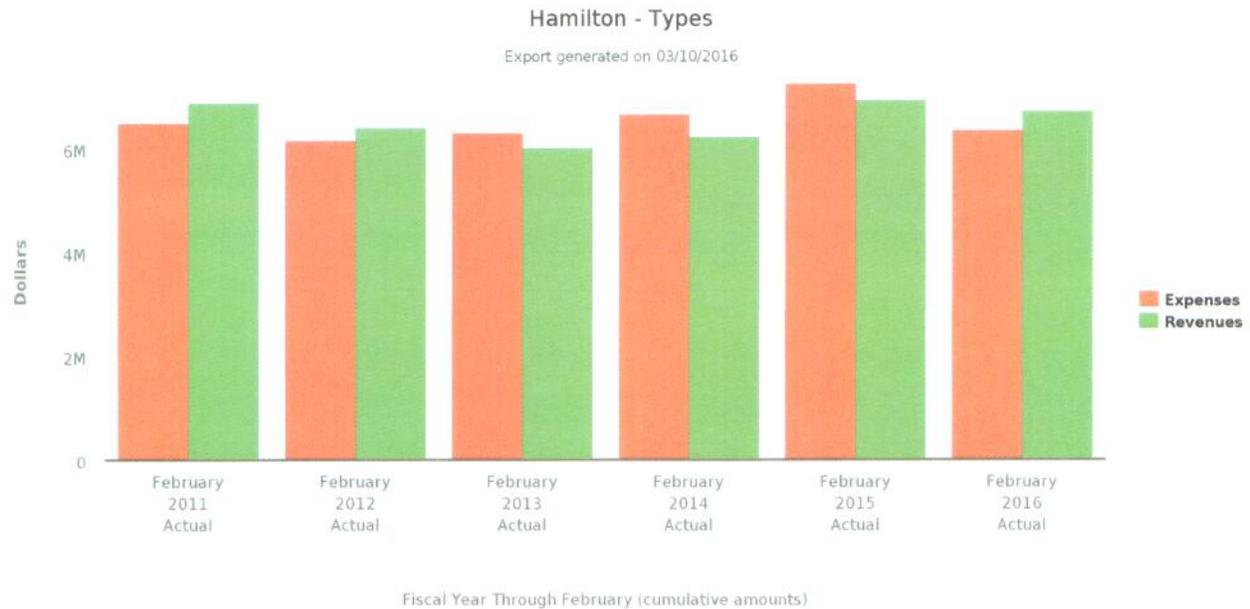
General Fund
Statement of Activities
For the Two Months January through February

Hamilton - Types

Funds Filter: General Fund
Export generated on 03/10/2016

Account Group	Account Type	February 2011 Actual	February 2012 Actual	February 2013 Actual	February 2014 Actual	February 2015 Actual	February 2016 Actual
Revenues		\$ 6,908,412	\$ 6,415,053	\$ 6,021,131	\$ 6,258,092	\$ 6,962,418	\$ 6,726,113
Revenues	Taxes	3,746,316	3,579,297	3,323,731	3,487,953	4,055,458	4,186,370
Revenues	Miscellaneous Revenue	32,241	33,074	28,867	46,424	42,804	109,683
Revenues	Licenses & Permits	275,649	269,706	311,285	265,275	285,037	312,173
Revenues	Intergovernmental Revenue	432,371	357,672	192,592	217,920	120,648	212,972
Revenues	Charges for Services	2,278,915	1,981,879	2,064,929	2,116,087	2,337,255	1,762,200
Revenues	Recreation Fees	10,455	8,875	9,753	9,335	10,650	0
Revenues	Enterprise Revenues	0	0	0	0	0	0
Revenues	Fines and Forfeits	132,466	184,550	89,974	115,098	110,565	142,715
Revenues	Other Financing Sources	0	0	0	0	0	0
Expenses		6,522,287	6,182,273	6,311,340	6,692,671	7,248,185	6,375,657
Expenses	Personnel Services & Benefits	5,745,841	5,162,469	4,942,490	5,804,236	5,619,293	4,828,941
Expenses	Other Expenditures	776,446	1,019,804	1,368,850	888,434	1,628,892	1,546,716
Expenses	Capital Improvements	0	0	0	0	0	0
Revenues Less Expenses		\$ 386,125	\$ 232,780	\$ -290,209	\$ -434,579	\$ -285,767	\$ 350,456

*Revenue and Expense totals exclude transfers in/out



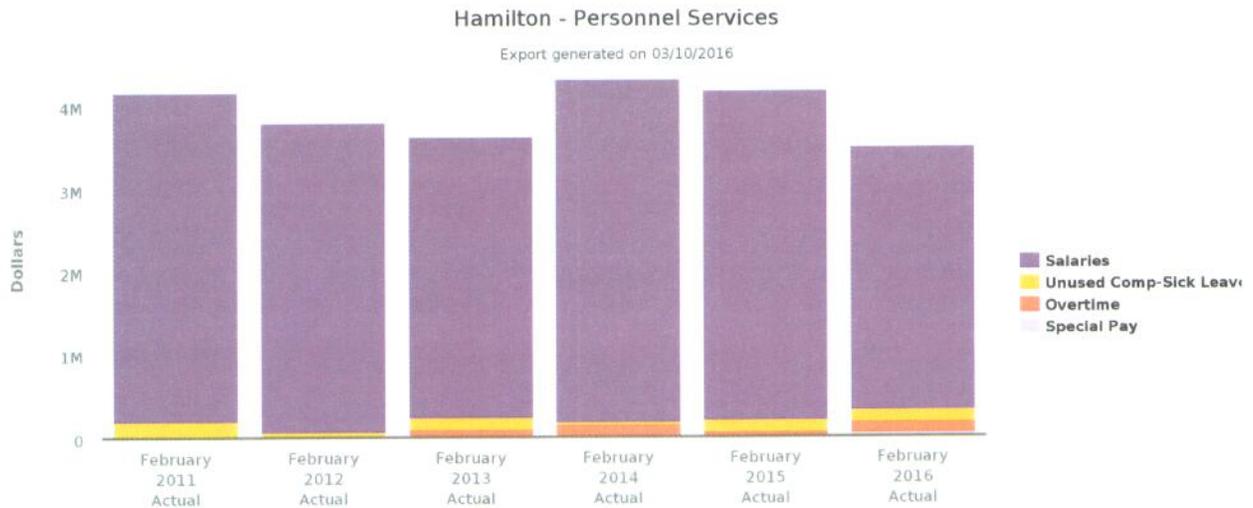
General Fund
Wages Paid all General Fund Departments
For the Two Months January through February

- The City experienced 5 pays through February for 2014 – 2015 and 4 pays through February for 2011 – 2013 and 2016.
- Overtime and Special Pay was broken out as a separate line item in 2013. In 2012 and before, they were included in Salaries – Regular Employees.

Hamilton - Personnel Services

Funds Filter: General Fund
 Export generated on 03/10/2016

Account Group	February 2011 Actual	February 2012 Actual	February 2013 Actual	February 2014 Actual	February 2015 Actual	February 2016 Actual
Salaries	\$ 3,967,307	\$ 3,734,760	\$ 3,389,836	\$ 4,110,762	\$ 3,962,354	\$ 3,156,723
Unused Comp-Sick Leave	204,083	73,512	139,030	27,945	142,443	146,894
Overtime	0	0	106,395	153,528	60,100	127,453
Special Pay	0	0	123	4,001	10,090	63,737
Total	\$ 4,171,390	\$ 3,808,272	\$ 3,635,384	\$ 4,296,236	\$ 4,174,987	\$ 3,494,807



Fiscal Year Through February (cumulative amounts)

General Fund Income Tax Collections For the Two Months January through February

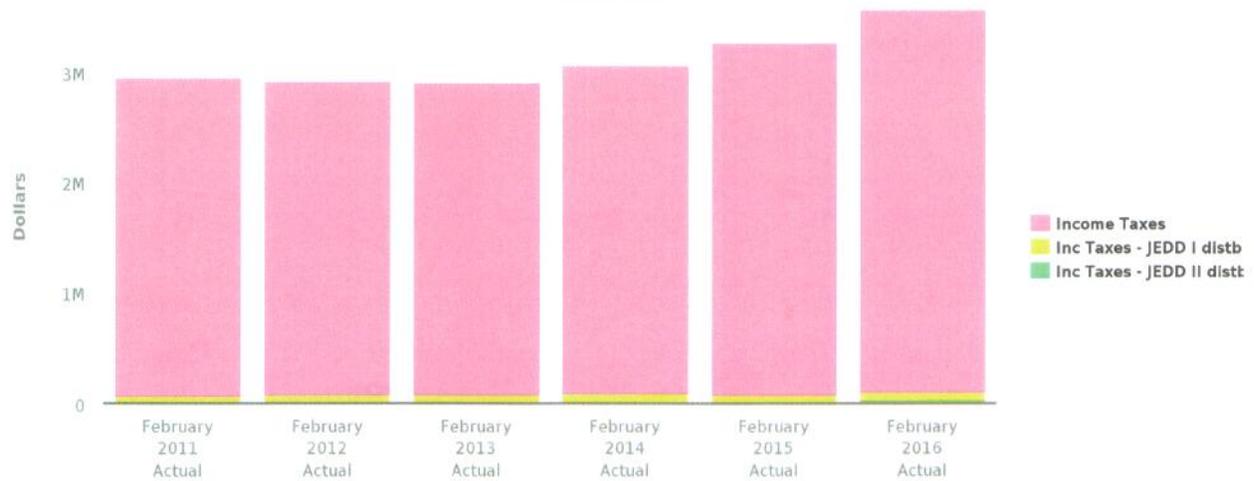
Hamilton - Income Taxes

Funds Filter: General Fund
Export generated on 03/10/2016

Account Group	February 2011 Actual	February 2012 Actual	February 2013 Actual	February 2014 Actual	February 2015 Actual	February 2016 Actual
Income Taxes	\$ 2,884,870	\$ 2,831,397	\$ 2,825,918	\$ 2,970,857	\$ 3,175,408	\$ 3,446,768
Inc Taxes - JEDD I distb	53,019	54,198	54,835	68,878	63,747	71,065
Inc Taxes - JEDD II distb	19,489	27,400	29,821	24,453	23,838	34,879
Total	\$ 2,957,378	\$ 2,912,995	\$ 2,910,574	\$ 3,064,188	\$ 3,262,993	\$ 3,552,712

Hamilton - Income Taxes

Export generated on 03/10/2016



Fiscal Year Through February (cumulative amounts)

Summary of Cash Basis Activity
For the One Month Period Ending February 29, 2016

	Balance Feb. 1, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance Feb. 29, 2016	Purchase Orders Outstanding	Unencumbered Cash
GENERAL							
100 General	\$6,792,547.62	\$3,639,337.75	\$3,210,593.37	(\$1,116.74)	\$7,220,175.26	\$3,667,400.09	\$3,552,775.17
SPECIAL REVENUE							
200 One Renaissance Center Fd	1,328,209.34	177,051.68	60,997.17	0.00	1,444,263.85	171,164.52	\$1,273,099.33
2013 HOME FUND 2013	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
2014 HOME FUND 2014	19,424.00	2,792.04	2,792.04	0.00	19,424.00	122,084.85	(\$102,660.85)
2015 Home Fund 2015	31,310.27	26,031.09	26,031.09	0.00	31,310.27	75,009.02	(\$43,698.75)
205 Fed. Emg.Mgmt.Fund (FEMA)	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
206 Youthbuild Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
207 Hamilton Court Sec.Proj.	34,184.11	5,042.93	0.00	0.00	39,227.04	0.00	\$39,227.04
208 Hamilton Court Sp Proj Fd	122,318.74	2,543.65	0.00	0.00	124,862.39	18,125.00	\$106,737.39
210 Pub Safety/Health Inc Tax	399,107.18	247,047.23	277,367.84	0.00	368,786.57	0.00	\$368,786.57
211 Rounding Up Util Acct Trs	540.11	91.92	0.00	0.00	632.03	377.23	\$254.80
212 Hamilton Mun Ct Cap Imp	2,327.55	9,899.83	5,275.69	0.00	6,951.69	8,826.00	(\$1,874.31)
213 MIT Aggregatn/Verifctn Fd	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
215 Hamltin Cap Imp Debt Serv	3,231,786.66	199,637.78	682,569.96	0.00	2,748,854.48	224,909.65	\$2,523,944.83
218 Brownfield Red Pilot Proj	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
219 Brownfields Job Trng Init	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
220 Weed & Seed Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
221 Dispute Resolutn Proc Fd	16,297.52	648.00	369.44	0.00	16,576.08	0.00	\$16,576.08
222 DOJ Forfeiture Prog Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
223 Brownfields Rev Loan Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
224 GREAT Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
225 Justice Assistance Grant	4,495.67	0.00	0.00	0.00	4,495.67	0.00	\$4,495.67
226 Weed & Seed Grnt Exp Site	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
227 Land Reutilization Fund	60,952.23	0.00	35,235.00	0.00	25,717.23	63,382.60	(\$37,665.37)
230 Targeted Oriented Policing	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
231 Law Enforcement Trust	88,839.11	964.40	2,970.00	0.00	86,833.51	0.00	\$86,833.51
232 Safety Helmet Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
233 Safety Seat Belt Grant	14.97	0.00	0.00	0.00	14.97	0.00	\$14.97
235 Public Safety Spec Proj	130,278.34	20,000.00	7,338.22	0.00	142,940.12	2,648.86	\$140,291.26
237 Police Hiring Supp Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
238 Probation Services Fund	152,994.49	15,289.04	18,928.47	0.00	149,355.06	2,849.45	\$146,505.61
239 Dare Program	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
240 Drug Law Enforcmt Trust	13,213.64	231.75	958.09	0.00	12,487.30	8,559.97	\$3,927.33
241 Dui Enforcmt & Eductn Trst	5,115.71	351.00	167.64	0.00	5,299.07	0.00	\$5,299.07
242 Indigent Drvrs Alchohl Trt	154,086.87	1,250.80	0.00	0.00	155,337.67	10,000.00	\$145,337.67
244 Metro Housing Auth Pol Gr	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
245 Police K-9 Unit Fund	100.00	0.00	0.00	0.00	100.00	0.00	\$100.00
246 Police Pension Fund	13.79	0.00	0.00	0.00	13.79	0.00	\$13.79
247 CDBG Police Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
248 COPS MORE Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
249 Police Levy Fund	10,238.42	0.00	0.00	0.00	10,238.42	0.00	\$10,238.42
250 Firemeri's Pension Fund	99.91	0.00	0.00	0.00	99.91	0.00	\$99.91
251 Emergency Med Serv Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
252 Charter Fire Force Fund	102.59	0.00	0.00	0.00	102.59	0.00	\$102.59
253 Fire EMS Levy Fund	6,435.56	0.00	0.00	0.00	6,435.56	0.00	\$6,435.56
254 Technology Initiative Fnd	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
255 Energy Effic Block Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
256 Local Energy Assur Ping	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
260 Immunizatn Actn Plan Gran	197,135.57	0.00	4,422.60	0.00	192,712.97	20,439.00	\$172,273.97
261 Kathryn Weiland Trust Inc	3,925.10	2.61	0.00	0.00	3,927.71	0.00	\$3,927.71
262 Clinical Services Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
270 Str & Pks Beautification	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
279 Stormwater Mgmt. Fund	1,984,085.14	180,151.02	203,770.22	13,627.28	1,974,093.22	778,976.15	\$1,195,117.07
280 Refuse Fund	1,755,022.99	333,412.69	357,603.96	22,149.08	1,752,980.80	2,918,536.94	(\$1,165,556.14)
281 Street Maintenance Fund	274,680.50	213,013.82	221,892.89	0.00	265,801.43	139,506.57	\$126,294.86
282 Transit System	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
283 Convntn & Vistrs Bur Fund	23,588.50	1,841.25	0.00	0.00	25,429.75	0.00	\$25,429.75
284 Miami Conservancy Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
800 CDBG - Revolving Loan Fd	22,696.34	3,695.34	0.00	0.00	26,391.68	0.00	\$26,391.68
801 HOME - Revolving Loan Fnd	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
802 Neighborhood Stabl.Prgm	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
803 HPRP Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
804 Neighborhood Stabl. Program 3	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
913 CDBG 2012 - 2013	76,482.64	0.00	0.00	0.00	76,482.64	0.00	\$76,482.64
914 CDBG FUND 2014	28,207.09	0.00	0.00	0.00	28,207.09	0.00	\$28,207.09
915 CDBG FUND 915	45,741.10	22,423.00	22,423.00	0.00	45,741.10	55,158.49	(\$9,417.39)
916 CDBG Fund 2015-2016	43,746.76	42,931.37	42,707.31	(224.06)	43,746.76	231,975.96	(\$188,229.20)
Total Special Revenue	\$10,267,798.51	\$1,506,344.24	\$1,973,820.63	\$35,552.30	\$9,835,874.42	\$4,852,530.26	\$4,983,344.16
CAPITAL PROJECTS							
300 Capital Projects Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
301 Special Assessments	360,137.98	0.00	(23,980.33)	0.00	384,118.31	392,620.09	(\$8,501.78)
302 High Street Property	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
303 Lowes MITIE Talawanda Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
304 Walmart MITIE Hamilton Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
305 Hamilton Enterprise Park	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
306 Hamilton Streetscape Imp	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
307 Issue II Project Fund	0.00	234,418.27	234,418.27	0.00	0.00	0.00	\$0.00
308 Matandy Steel MPITIE Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
309 Robinson Schwenn MPITIE Fund	881.48	0.00	881.48	0.00	0.00	0.00	\$0.00
310 Clean Ohio Grants Program	0.00	36,115.94	0.00	0.00	36,115.94	36,115.94	\$0.00
311 Infrastructure Renwl Prgm	1,422,335.86	468,395.22	379,044.45	0.00	1,511,686.63	1,600,687.80	(\$89,001.17)
348 RIDs - MPITIE Citywide District	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
349 RIDs - MPITIE North District	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
350 RIDs - MPITIE South District	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
351 Quality Publishing MPITIE Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
352 Shoppes @ Hamilton MPITIE Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
353 Historic Developers (Mercantile)	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
354 Tippman Properties MPITIE Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
355 Neturen Manufacturing TIF	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Capital Projects	\$1,783,355.32	\$738,929.43	\$590,363.87	\$0.00	\$1,931,920.88	2,029,423.83	(\$97,502.95)

**Summary of Cash Basis Activity
For the One Month Period Ending February 29, 2016**

	Balance Feb. 1, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance Feb. 29, 2016	Purchase Orders Outstanding	Unencumbered Cash
ENTERPRISE - GAS							
501 Gas Utility	964,658.23	3,242,354.52	2,637,695.15	(305,546.04)	1,263,771.56	416,635.65	\$847,135.91
510 Gas Sys Special Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
512 Gas Construction Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
515 Gas Cap Imprmt Fund	1,313,220.32	900.00	80,747.64	0.00	1,233,372.68	315,491.94	\$917,880.74
516 Gas Rate Stabilization Fd	2,513,302.32	796.57	0.00	0.00	2,514,098.89	0.00	\$2,514,098.89
517 Gas System Reserve Fund	1,033,000.00	0.00	0.00	0.00	1,033,000.00	0.00	\$1,033,000.00
518 Gas Bond Service Fund	0.00	31,619.55	0.00	(31,619.55)	0.00	0.00	\$0.00
Sub-Total - Gas	\$5,824,180.87	\$3,275,670.64	\$2,718,442.79	(\$337,165.59)	\$6,044,243.13	732,127.59	\$5,312,115.54
ENTERPRISE - ELECTRIC							
502 Electric Utility	8,163,769.24	5,290,412.90	4,276,944.29	115,552.44	9,292,790.29	3,747,988.59	\$5,544,801.70
520 Elec Sys Spec Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
522 Electric Construction Fd	685,234.78	0.00	0.00	0.00	685,234.78	646,594.69	\$38,640.09
523 Boiler No. 9 Scrubber Prj	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
524 Hydroelectric Optrns Fund	2,509,414.93	264,824.70	154,328.62	0.00	2,619,911.01	159,926.67	\$2,459,984.34
525 Electric Cap Imprmt Fund	767,937.19	450.00	148,226.21	0.00	620,160.98	2,142,826.30	(\$1,522,665.32)
526 Elec Rate Stablztn Fund	4,012,472.87	1,271.71	0.00	0.00	4,013,744.58	0.00	\$4,013,744.58
527 Elec System Reserve Fund	3,006,812.60	952.98	0.00	0.00	3,007,765.58	0.00	\$3,007,765.58
528 92 Electric Bd Service Fd	0.00	217,739.45	0.00	(217,739.45)	0.00	0.00	\$0.00
529 Electric Debt Rductn Resv	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Sub-Total - Electric	\$19,145,641.61	\$5,775,651.74	\$4,579,499.12	(\$102,187.01)	\$20,239,607.22	6,697,336.25	\$13,542,270.97
ENTERPRISE - WATER							
503 Water Utility	2,492,545.25	997,810.76	939,583.23	63,326.83	2,614,099.61	973,739.45	\$1,640,360.16
530 Water Sys Spec. Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
531 Water Construction Fund	319,489.85	0.00	19,256.95	0.00	300,232.90	228,980.15	\$71,252.75
535 Water Cap Imprmt Fund	5,214,927.38	0.00	59,455.98	0.00	5,155,471.40	329,505.61	\$4,825,965.79
536 Water Rate Stablztn Fund	1,582,451.28	501.54	0.00	0.00	1,582,952.82	0.00	\$1,582,952.82
537 Water System Reserve Fund	2,470,283.94	0.00	0.00	0.00	2,470,283.94	0.00	\$2,470,283.94
Sub-Total - Water	\$12,079,697.70	\$998,312.30	\$1,018,296.16	\$63,326.83	\$12,123,040.67	1,532,225.21	\$10,590,815.46
ENTERPRISE - WASTEWATER							
504 Wastewater Utility	1,266,870.97	989,762.58	1,001,630.80	149,329.83	1,404,332.58	902,306.19	\$502,026.39
540 Wastewater Sp Proj fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
541 Wastewater Constructn Fd	8,619,359.90	138,697.65	417,494.09	0.00	8,340,563.46	5,147,455.24	\$3,193,108.22
542 Wwater Debt Procds-Const.	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
543 Riverside Nature Area Con	24,739.70	16.48	0.00	0.00	24,756.18	0.00	\$24,756.18
545 Wastewater Cap Imprmt Fd	6,289,558.73	4,227.00	37,569.53	0.00	6,256,216.20	2,571,382.40	\$3,684,833.80
546 Wastwtr Rate Stablztn Fd	2,033,786.78	644.59	0.00	0.00	2,034,431.37	0.00	\$2,034,431.37
547 Wastewater Sys Reserve Fd	3,230,000.00	0.00	0.00	0.00	3,230,000.00	0.00	\$3,230,000.00
548 Wastewater Bond Service	0.00	393,263.92	0.00	(393,263.92)	0.00	0.00	\$0.00
Sub-Total - Wastewater	\$21,464,316.08	\$1,526,612.22	\$1,456,694.42	(\$243,934.09)	\$21,290,299.79	8,621,143.83	\$12,669,155.96
ENTERPRISE - OTHER							
550 Parking Fund	149,792.28	24,348.76	35,012.74	0.00	139,128.30	12,653.72	\$126,474.58
551 Pkg Capital Imprvmt Fund	0.00	0.00	0.00	0.00	0.00	290.70	(\$290.70)
560 Golf Fund	272,581.79	16,756.99	51,239.70	0.00	238,099.08	267,336.09	(\$29,237.01)
561 Golf Rate Stblztn Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
570 Central Park Sports Arena	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Sub-Total - Other	\$422,374.07	\$41,105.75	\$86,252.44	\$0.00	\$377,227.38	\$280,280.51	\$96,946.87
Total - Enterprise	\$58,936,210.33	\$11,617,352.65	\$9,859,184.93	(\$619,959.86)	\$60,074,418.19	17,863,113.39	\$42,211,304.80
INTERNAL SERVICES							
610 Fleet Maintenance Fund	400,509.11	230,336.73	178,992.69	0.00	451,853.15	327,526.14	\$124,327.01
620 Central Services	9,759.57	767,690.64	770,793.42	(0.00)	6,656.79	1,124,075.72	(\$1,117,418.93)
640 Central Benefits Fund	1,611,800.63	0.00	0.00	0.00	1,611,800.63	0.00	\$1,611,800.63
650 Economic Budget Stabilization	493,978.00	0.00	0.00	0.00	493,978.00	0.00	\$493,978.00
Total - Internal Services	\$2,516,047.31	\$998,027.37	\$949,786.11	(\$0.00)	\$2,564,288.57	1,451,601.86	\$1,112,686.71
TRUST AND AGENCY							
700 Travel Advance Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
710 Employee Txn & Bnfts Fund	1,399,577.32	0.00	0.00	(4,299.14)	1,395,278.18	0.00	\$1,395,278.18
711 Building Stds Fee Assmt Fu	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
712 Misc Collectn For Others	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
715 Unclaimed Monies Fund	100,610.42	0.00	0.00	0.00	100,610.42	0.00	\$100,610.42
720 West Milton Tax Collectn	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
721 New Miami Tax Collectn Fu	30,235.37	0.00	0.00	(4,046.92)	26,188.45	0.00	\$26,188.45
722 Oxford Tax Collectn Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
723 Eaton Tax Collection Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
724 Monroe Tax Collection Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
726 Butler Cty Annex Tax Fund	14,802.98	0.00	0.00	(10,564.97)	4,238.01	0.00	\$4,238.01
727 Ham.Cen.Bus.Sp Imprv Dst.	358.69	0.00	0.00	0.00	358.69	0.00	\$358.69
728 Joint Econm Dvlp Dstrc I	22,628.77	0.00	0.00	(4,350.04)	18,278.73	0.00	\$18,278.73
729 Phillipsburg Tax Collectn	8,950.98	0.00	0.00	(3,990.34)	4,960.64	0.00	\$4,960.64
730 Benninghoffen Trust Fund	75,000.00	0.00	0.00	0.00	75,000.00	0.00	\$75,000.00
731 Joint Econm Dvlp Dist II	96,261.91	0.00	0.00	(52,192.11)	44,069.80	0.00	\$44,069.80
732 Village of New Paris Tax Collect	15,207.42	0.00	0.00	(2,912.45)	12,294.97	0.00	\$12,294.97
740 Fire Damage Dep Escrow Fu	88,786.36	0.00	0.00	0.00	88,786.36	0.00	\$88,786.36
745 Police Prop.Rm Forfeiture	419,582.62	0.00	0.00	0.00	419,582.62	0.00	\$419,582.62
752 Municipal Court Cash	259,710.45	0.00	0.00	0.00	259,710.45	0.00	\$259,710.45
760 Treasury Investment Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
775 Sinking Fund	0.00	55,097.28	0.00	0.00	55,097.28	274,902.72	(\$219,805.44)
Total - Trust and Agency	\$2,531,713.29	\$55,097.28	\$0.00	(\$82,355.97)	\$2,504,454.60	274,902.72	\$2,229,551.88
TOTAL	\$82,827,672.38	\$18,555,088.72	\$16,583,748.91	(\$667,880.27)	\$84,131,131.92	\$30,138,972.15	\$53,992,159.77

**Summary of Cash Basis Activity
For the Two Month Period Ending February 29, 2016**

	Balance Jan. 1, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance Feb. 29, 2016	Purchase Orders Outstanding	Unencumbered Cash
GENERAL							
100 General	\$7,561,294.13	\$6,726,112.70	\$7,067,231.57	\$0.00	\$7,220,175.26	\$3,667,400.09	\$3,552,775.17
SPECIAL REVENUE							
200 One Renaissance Center Fd	1,174,290.02	354,103.36	84,129.53	0.00	1,444,263.85	171,164.52	\$1,273,099.33
2013 HOME FUND 2013	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
2014 HOME FUND 2014	19,424.00	13,028.52	13,028.52	0.00	19,424.00	122,084.85	(\$102,660.85)
2015 Home Fund 2015	31,310.27	28,494.11	28,494.11	0.00	31,310.27	75,009.02	(\$43,698.75)
205 Fed. Emg.Mgmt.Fund (FEMA)	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
206 Youthbuild Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
207 Hamilton Court Sec.Proj.	29,551.90	9,675.14	0.00	0.00	39,227.04	0.00	\$39,227.04
208 Hamilton Court Sp Proj Fd	125,055.06	4,807.33	5,000.00	0.00	124,862.39	18,125.00	\$106,737.39
210 Pub Safety/Health Inc Tax	358,239.35	555,930.47	545,383.25	0.00	368,786.57	0.00	\$368,786.57
211 Rounding Up Util Acct Trs	377.23	254.80	0.00	0.00	632.03	377.23	\$254.80
212 Hamilton Mun Ct Cap Imp	31,420.68	19,264.00	43,732.99	0.00	6,951.69	8,826.00	(\$1,874.31)
213 MIT Aggregatn/Verifctn Fd	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
215 Hamln Cap Imp Debt Serv	2,829,990.47	696,840.37	777,976.36	0.00	2,748,854.48	224,909.65	\$2,523,944.83
218 Brownfield Red Pilot Proj	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
219 Brownfields Job Trng Init	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
220 Weed & Seed Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
221 Dispute Resolutn Proc Fd	16,469.40	1,215.00	1,108.32	0.00	16,576.08	0.00	\$16,576.08
222 DOJ Forfeiture Prog Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
223 Brownfields Rev Loan Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
224 GREAT Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
225 Justice Assistance Grant	4,495.67	0.00	0.00	0.00	4,495.67	0.00	\$4,495.67
226 Weed & Seed Grnt Exp Site	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
227 Land Reutilization Fund	62,824.23	0.00	37,107.00	0.00	25,717.23	63,382.60	(\$37,665.37)
230 Targeted Oriented Policing	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
231 Law Enforcement Trust	89,185.41	1,851.10	4,203.00	0.00	86,833.51	0.00	\$86,833.51
232 Safety Helmet Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
233 Safety Seat Belt Grant	14.97	0.00	0.00	0.00	14.97	0.00	\$14.97
235 Public Safety Spec Proj	122,610.34	29,046.00	8,716.22	0.00	142,940.12	2,648.86	\$140,291.26
237 Police Hiring Supp Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
238 Probation Services Fund	155,545.92	30,779.61	36,970.47	0.00	149,355.06	2,849.45	\$146,505.61
239 Dare Program	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
240 Drug Law Enforcmt Trust	13,985.51	231.75	1,729.96	0.00	12,487.30	8,559.97	\$3,927.33
241 Dui Enforcmt & Eductn Trst	4,848.51	618.20	167.64	0.00	5,299.07	0.00	\$5,299.07
242 Indignt Drvrs Alchohl Trt	152,356.69	2,980.98	0.00	0.00	155,337.67	10,000.00	\$145,337.67
244 Metro Housing Auth Pol Gr	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
245 Police K-9 Unit Fund	100.00	0.00	0.00	0.00	100.00	0.00	\$100.00
246 Police Pension Fund	13.79	0.00	0.00	0.00	13.79	0.00	\$13.79
247 CDBG Police Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
248 COPS MORE Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
249 Police Levy Fund	10,238.42	0.00	0.00	0.00	10,238.42	0.00	\$10,238.42
250 Firemen's Pension Fund	99.91	0.00	0.00	0.00	99.91	0.00	\$99.91
251 Emergency Med Serv Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
252 Charter Fire Force Fund	102.59	0.00	0.00	0.00	102.59	0.00	\$102.59
253 Fire EMS Levy Fund	6,435.56	0.00	0.00	0.00	6,435.56	0.00	\$6,435.56
254 Technology Initiative Fnd	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
255 Energy Effic Block Grant	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
256 Local Energy Assur Plng	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
260 Immunizatn Actn Plan Gran	201,756.77	0.00	9,043.80	0.00	192,712.97	20,439.00	\$172,273.97
261 Kathryn Weiland Trust Inc	3,927.85	(0.14)	0.00	0.00	3,927.71	0.00	\$3,927.71
262 Clinical Services Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
270 Str & Pks Beautification	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
279 Stormwater Mgmt. Fund	1,898,722.40	358,458.33	285,074.19	1,986.68	1,974,093.22	778,976.15	\$1,195,117.07
280 Refuse Fund	1,788,351.73	667,725.59	709,196.41	6,099.89	1,752,980.80	2,918,536.94	(\$1,165,556.14)
281 Street Maintenance Fund	236,148.03	416,196.71	386,543.31	0.00	265,801.43	139,506.57	\$126,294.86
282 Transit System	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
283 Convnntn & Vistrs Bur Fund	27,152.92	25,429.75	27,152.92	0.00	25,429.75	0.00	\$25,429.75
284 Miami Conservancy Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
800 CDBG - Revolving Loan Fd	16,701.58	9,690.10	0.00	0.00	26,391.68	0.00	\$26,391.68
801 HOME - Revolving Loan Fnd	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
802 Neighborhood Stabl.Prgm	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
803 HPRP Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
804 Neighborhood Stabl. Program 3	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
913 CDBG 2012 - 2013	76,482.64	0.00	0.00	0.00	76,482.64	0.00	\$76,482.64
914 CDBG FUND 2014	28,207.09	0.00	0.00	0.00	28,207.09	0.00	\$28,207.09
915 CDBG FUND 915	45,741.10	37,987.12	37,987.12	0.00	45,741.10	55,158.49	(\$9,417.39)
916 CDBG Fund 2015-2016	43,746.76	123,958.80	123,734.74	(224.06)	43,746.76	231,975.96	(\$188,229.20)
Total Special Revenue	\$9,605,924.77	\$3,388,567.00	\$3,166,479.86	\$7,862.51	\$9,835,874.42	\$4,852,530.26	\$4,983,344.16
CAPITAL PROJECTS							
300 Capital Projects Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
301 Special Assessments	360,137.98	0.00	(23,980.33)	0.00	384,118.31	392,620.09	(\$8,501.78)
302 High Street Property	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
303 Lowes MITIE Talawanda Fund	2,117.09	0.00	2,117.09	0.00	0.00	0.00	\$0.00
304 Walmart MITIE Hamilton Fund	1,553.99	0.00	1,553.99	0.00	0.00	0.00	\$0.00
305 Hamilton Enterprise Park	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
306 Hamilton Streetscape Imp	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
307 Issue II Project Fund	0.00	234,418.27	234,418.27	0.00	0.00	0.00	\$0.00
308 Matandy Steel MPITIE Fund	18,478.93	0.00	18,478.93	0.00	0.00	0.00	\$0.00
309 Robinson Schwenn MPITIE Fund	881.48	0.00	881.48	0.00	0.00	0.00	\$0.00
310 Clean Ohio Grants Program	0.00	36,115.94	0.00	0.00	36,115.94	36,115.94	\$0.00
311 Infrastructure Renwl Prgm	951,883.75	955,008.41	395,205.53	0.00	1,511,686.63	1,600,687.80	(\$89,001.17)
348 RIDs - MPITIE Citywide District	881.97	0.00	881.97	0.00	0.00	0.00	\$0.00
349 RIDs - MPITIE North District	3,426.10	0.00	3,426.10	0.00	0.00	0.00	\$0.00
350 RIDs - MPITIE South District	801.74	0.00	801.74	0.00	0.00	0.00	\$0.00
351 Quality Publishing MPITIE Fund	5,306.07	0.00	5,306.07	0.00	0.00	0.00	\$0.00
352 Shoppes @ Hamilton MPITIE Fund	34.67	0.00	34.67	0.00	0.00	0.00	\$0.00
353 Historic Developers (Mercantile)	3,988.19	0.00	3,988.19	0.00	0.00	0.00	\$0.00
354 Tippman Properties MPITIE Fund	24.44	0.00	24.44	0.00	0.00	0.00	\$0.00
355 Nuturen Manufacturing TIF	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Capital Projects	\$1,349,516.40	\$1,225,542.62	\$643,138.14	\$0.00	\$1,931,920.88	2,029,423.83	(\$97,502.95)

Summary of Cash Basis Activity
For the Two Month Period Ending February 29, 2016

	Balance Jan. 1, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance Feb. 29, 2016	Purchase Orders Outstanding	Unencumbered Cash
ENTERPRISE - GAS							
501 Gas Utility	1,071,822.13	5,838,068.14	4,600,184.00	(1,045,934.71)	1,263,771.56	416,635.65	\$847,135.91
510 Gas Sys Special Proj.Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
512 Gas Construction Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
515 Gas Cap Imprmt Fund	1,376,216.91	900.00	143,744.23	0.00	1,233,372.68	315,491.94	\$917,880.74
516 Gas Rate Stabilization Fd	2,512,451.11	1,647.78	0.00	0.00	2,514,098.89	0.00	\$2,514,098.89
517 Gas System Reserve Fund	1,033,000.00	0.00	0.00	0.00	1,033,000.00	0.00	\$1,033,000.00
518 Gas Bond Service Fund	0.00	63,244.66	0.00	(63,244.66)	0.00	0.00	\$0.00
Sub-Total - Gas	\$5,993,490.15	\$5,903,860.58	\$4,743,928.23	(\$1,109,179.37)	\$6,044,243.13	732,127.59	\$5,312,115.54
ENTERPRISE - ELECTRIC							
502 Electric Utility	7,610,880.19	10,451,789.19	7,789,961.81	(979,917.28)	9,292,790.29	3,747,988.59	\$5,544,801.70
520 Elec Sys Spec Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
522 Electric Construction Fd	685,234.78	0.00	0.00	0.00	685,234.78	646,594.69	\$38,640.09
523 Boiler No. 9 Scrubber Prj	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
524 Hydroelectric Oprtns Fund	2,278,132.19	667,857.80	326,078.98	0.00	2,619,911.01	159,926.67	\$2,459,984.34
525 Electric Cap Imprvmt Fund	1,356,766.53	450.00	737,055.55	0.00	620,160.98	2,142,826.30	(\$1,522,665.32)
526 Elec Rate Stablztn Fund	4,011,113.91	2,630.67	0.00	0.00	4,013,744.58	0.00	\$4,013,744.58
527 Elec System Reserve Fund	3,005,794.24	1,971.34	0.00	0.00	3,007,765.58	0.00	\$3,007,765.58
528 92 Electric Bd Service Fd	0.00	435,514.90	0.00	(435,514.90)	0.00	0.00	\$0.00
529 Electric Debt Rductn Resv	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Sub-Total - Electric	\$18,947,921.84	\$11,560,213.90	\$8,853,096.34	(\$1,415,432.18)	\$20,239,607.22	6,697,336.25	\$13,542,270.97
ENTERPRISE - WATER							
503 Water Utility	1,843,464.78	2,499,308.15	1,700,898.61	(27,774.71)	2,614,099.61	973,739.45	\$1,640,360.16
530 Water Sys Spec. Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
531 Water Construction Fund	319,489.85	0.00	19,256.95	0.00	300,232.90	228,980.15	\$71,252.75
535 Water Cap Imprmt Fund	5,323,289.48	0.00	167,818.08	0.00	5,155,471.40	329,505.61	\$4,825,965.79
536 Water Rate Stablztn Fund	1,581,915.33	1,037.49	0.00	0.00	1,582,952.82	0.00	\$1,582,952.82
537 Water System Reserve Fund	2,470,283.94	0.00	0.00	0.00	2,470,283.94	0.00	\$2,470,283.94
Sub-Total - Water	\$11,538,443.38	\$2,500,345.64	\$1,887,973.64	(\$27,774.71)	\$12,123,040.67	1,532,225.21	\$10,590,815.46
ENTERPRISE - WASTEWATER							
504 Wastewater Utility	1,258,909.99	1,998,807.36	1,909,140.58	55,755.81	1,404,332.58	902,306.19	\$502,026.39
540 Wastewater Sp Proj fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
541 Wastewater Constructn Fd	9,181,657.01	138,697.65	979,791.20	0.00	8,340,563.46	5,147,455.24	\$3,193,108.22
542 Wwater Debt Procds-Const.	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
543 Riverside Nature Area Con	24,757.05	(0.87)	0.00	0.00	24,756.18	0.00	\$24,756.18
545 Wastewater Cap Imprvmt Fd	6,267,710.23	49,227.00	60,721.03	0.00	6,256,216.20	2,571,382.40	\$3,684,833.80
546 Wastewtr Rate Stablztn Fd	2,033,097.98	1,333.39	0.00	0.00	2,034,431.37	0.00	\$2,034,431.37
547 Wastewater Sys Reserve Fd	3,230,000.00	0.00	0.00	0.00	3,230,000.00	0.00	\$3,230,000.00
548 Wastewater Bond Service	0.00	786,576.53	0.00	(786,576.53)	0.00	0.00	\$0.00
Sub-Total - Wastewater	\$21,996,132.26	\$2,974,641.06	\$2,949,652.81	(\$730,820.72)	\$21,290,299.79	8,621,143.83	\$12,669,155.96
ENTERPRISE - OTHER							
550 Parking Fund	158,151.36	41,998.18	61,021.24	0.00	139,128.30	12,653.72	\$126,474.58
551 Pkg Capital Imprvmt Fund	0.00	0.00	0.00	0.00	0.00	290.70	(\$290.70)
560 Golf Fund	323,253.57	23,279.51	108,434.00	0.00	238,099.08	267,336.09	(\$29,237.01)
561 Golf Rate Stblztn Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
570 Central Park Sports Arena	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Sub-Total - Other	\$481,404.93	\$65,277.69	\$169,455.24	\$0.00	\$377,227.38	\$280,280.51	\$96,946.87
Total - Enterprise	\$58,957,392.56	\$23,004,338.87	\$18,604,106.26	(\$3,283,206.98)	\$60,074,418.19	17,863,113.39	\$42,211,304.80
INTERNAL SERVICES							
610 Fleet Maintenance Fund	374,552.97	410,480.06	333,179.88	0.00	451,853.15	327,526.14	\$124,327.01
620 Central Services	7,874.52	1,382,860.89	1,384,078.62	(0.00)	6,656.79	1,124,075.72	(\$1,117,418.93)
640 Central Benefits Fund	1,611,800.63	0.00	0.00	0.00	1,611,800.63	0.00	\$1,611,800.63
650 Economic Budget Stabilization	177,955.00	316,023.00	0.00	0.00	493,978.00	0.00	\$493,978.00
Total - Internal Services	\$2,172,183.12	\$2,109,363.95	\$1,717,258.50	(\$0.00)	\$2,564,288.57	1,451,601.86	\$1,112,686.71
TRUST AND AGENCY							
700 Travel Advance Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
710 Employee Txs & Bnfts Fund	897,554.93	0.00	0.00	497,723.25	1,395,278.18	0.00	\$1,395,278.18
711 Building Stds Fee Assmt Fu	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
712 Misc Collectn For Others	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
715 Unclaimed Monies Fund	100,610.42	0.00	0.00	0.00	100,610.42	0.00	\$100,610.42
720 West Milton Tax Collectn	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
721 New Miami Tax Collectn Fu	21,205.59	0.00	0.00	4,982.86	26,188.45	0.00	\$26,188.45
722 Oxford Tax Collectn Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
723 Eaton Tax Collection Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
724 Monroe Tax Collection Fun	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
726 Butler Cty Annex Tax Fund	53,473.90	0.00	0.00	(49,235.89)	4,238.01	0.00	\$4,238.01
727 Ham.Cen.Bus.Sp.Imprv Dst.	358.69	0.00	0.00	0.00	358.69	0.00	\$358.69
728 Joint Ecnmic Dvlp Dstrc I	22,379.16	0.00	0.00	(4,100.43)	18,278.73	0.00	\$18,278.73
729 Phillipsburg Tax Collectn	4,189.01	0.00	0.00	771.63	4,960.64	0.00	\$4,960.64
730 Benninghoffen Trust Fund	75,000.00	0.00	0.00	0.00	75,000.00	0.00	\$75,000.00
731 Joint Ecnmic Dvlp Dist II	46,869.00	0.00	0.00	(2,799.20)	44,069.80	0.00	\$44,069.80
732 Village of New Paris Tax Collect	10,186.15	0.00	0.00	2,108.82	12,294.97	0.00	\$12,294.97
740 Fire Damage Dep Escrow Fu	88,786.36	0.00	0.00	0.00	88,786.36	0.00	\$88,786.36
745 Police Prop.Rm Forfeiture	419,582.62	0.00	0.00	0.00	419,582.62	0.00	\$419,582.62
752 Municipal Court Cash	259,710.45	0.00	0.00	0.00	259,710.45	0.00	\$259,710.45
760 Treasury Investment Fund	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
775 Sinking Fund	0.00	110,194.56	55,097.28	0.00	55,097.28	274,902.72	(\$219,805.44)
Total - Trust and Agency	\$1,999,906.28	\$110,194.56	\$55,097.28	\$449,451.04	\$2,504,454.60	274,902.72	\$2,229,551.88
TOTAL	\$81,646,217.26	\$36,564,119.70	\$31,253,311.61	(\$2,825,893.43)	\$84,131,131.92	\$30,138,972.15	\$53,992,159.77



MONTHLY REPORT
OF THE
INVESTMENT ADVISORY
COMMITTEE

Prepared by the Department of Finance

FEBRUARY, 2016

MONTHLY REPORT
OF THE
INVESTMENT ADVISORY
COMMITTEE
OF THE CITY OF HAMILTON, OHIO

February 1, 2016 through February 29, 2016

INVESTMENT ADVISORY COMMITTEE

FEBRUARY 2016

TABLE OF CONTENTS

	<u>Page No.</u>
Monthly Investment Committee Report	1-3
I. Investment Activity Report	4
II. Portfolio Balance Summary	5
III. Portfolio Performance Summary	6
IV. Managed Funds	
United American Capital Corporation	7-8
Bond Tech, Inc. General Operating	9

Monthly Investment Committee Report

February 2016

Introduction

This document meets the requirement of the City of Hamilton's Certified Investment Policy to report the monthly investment portfolio data to the Investment Advisory Committee. The report is designed to allow the Committee to ascertain that the City's investment activities conform to the Certified Investment Policy and achieve a designated benchmark rate of return as measured below.

The Investment Advisory Committee approves changes to the Certified Investment Policy, reviews the City's investments, and adopts rules that assure the Policy is met. The Committee includes the Mayor (or Council designee), the City Manager, the Law Director, the Finance Director, and the Treasurer.

It is the policy of the City of Hamilton, Ohio to invest interim funds to achieve the maximum preservation and security of funds, meet daily cash flow needs, and after achieving these objectives, achieve the highest rate of return. Investments are made using the "prudent investor" rule. Funds sufficient to meet payment obligations are kept in liquid funds. Funds not immediately needed are invested. Investments are made with the expectation that they will be held to maturity.

Investments include and are diversified as provided in Chapter 135 of the Ohio Revised Code. All deposits must be collateralized at 102% of market value. The maximum maturity for investments is five years.

The City has pooled General Accounts, Rate Stabilization Accounts for the four City utilities, and an Electric System Reserve Account.

The portfolio performance standard is a weighted benchmark as follows: 50% of the two-year Treasury Note at month-end, 25% of the three month average of the Star Plus yield at month-end; and 25% of the Federal Funds Rate at month-end.

The City has a checking and sweep account at US Bank, a Star Plus money market account managed by the Ohio Treasurer of State, managed security accounts with Bond-Tech, Inc. and United American Capital Corporation, one Fidelity Money Market Account, and two First Financial Bank Money Market Accounts. The City also has two custodial accounts with US Bank to settle trades.

Account	January Book Value	February Book Value	Variance	Interest Rate %
U.S. Bank Sweep Acct	7,096,823.29	8,096,459.87	999,636.58	0.05
First Financial-Gen Oper	22,289,375.17	22,296,439.56	7,064.39	0.40
First Financial Rate Stab.	13,148,825.85	13,152,993.24	4,167.39	0.40
COH Treasurer's Notes	275,300.00	275,300.00	0.00	1.53
STAR Plus	511.38	0.00	(511.38)	0.31
United American Capital Corporation (UACC)	29,231,415.50	30,052,533.50	821,118.00	1.12
Fidelity Money Market (UACC)	791,920.21	16,445.32	(775,474.89)	0.21
Bond Tech Managed Portfolio	9,998,785.56	9,998,924.19	138.63	1.17
Total	82,832,956.96	83,889,095.68	1,056,138.72	

As noted in the table above, the overall portfolio at February 29 increased \$1,056,138.72 from February as described below.

The **US Bank Sweep Account** increased during February from income tax withholdings and a real estate tax advance. Interest income was \$290.88 at February 29 as the sweep account remained flat at 5 basis points.

The **First Financial General Operating** account increased from January to February by interest income earnings of \$7,064.39.

The **First Financial Rate Stabilization** account has provided a stable investment opportunity for the utility indenture funds. Interest income for February was \$4,167.39.

The **City of Hamilton's Treasurer's Notes:** Two notes remain on the books effective February 29, 2016. A Treasurer's Note of \$425,000.00 was sold in July, 2011 for a portion of the construction and repair of sidewalks, curbs, and gutters on various streets as part of the 2011 Special Assessment Street and Sidewalk Program. The note balance is \$85,000.00. The second Treasurer's Note of \$475,750.00 was sold February 15, 2013 for Municipal Golf Course maintenance equipment, clubhouse improvements, and golf and beverage cart purchases. The note balance is \$190,300.00.

The **STAR Plus** account is now fully cleared as all funds have been transferred to United American Capital Corporation for higher-yield investments.

United American Capital Corporation (UACC) purchased numerous investments during February, 2016 with an overall book value of \$30,052,533.50. Please see pages 7-8 for this detail. Four calls occurred in February with gross interest income of \$44,393.11 and a realized capital gain of \$1,250. Additional investments are planned to build the portfolio and to further enhance our returns.

An additional money market account rests within the UACC portfolio – **Fidelity US Government MMF (FIGXX)**. This mechanism provides a brief “parking spot” for investment funds returning from a call or maturity, as well as idle funds ready to purchase specific investments. This account provides efficiencies and continuous yields, with no downtime. The money market account ended with \$16,445.32 in funds paying 21 basis points at month end, as most of the funds were used for additional security investments.

The slight increase in the **Bond Tech** portfolio reflects the net of Treasury Investment Pool premiums and discounts as of February 29, 2016, with minimal interest income. Only four securities remain in this portfolio with potential call dates for March and April.

I. INVESTMENT ACTIVITY REPORT

February 2016

The Federal Open Market Committee (FOMC) did not meet in February to review open market operations, the reserve balance rate, and the economy, thereby keeping the target rate at 50 basis points.

To date, the overall economy continues to expand at a moderate pace. Household spending, housing improvements, and job gains are on the rise. Future rate adjustments will depend on the realized and expected economic conditions, including labor, inflation, and financial developments both on the home front and abroad.

The City's account balance of \$83,889,095.68 consists of the Bond Tech and United American Capital Corporation invested portfolios, two Treasurer's Notes, STAR Plus, two First Financial Money Markets, and the US Bank Sweep (See Tables II and III). For February, the Bond Tech General account had an unrealized gain of \$7,665.87 as the market value of the portfolio increased over book value at month end. United American Capital Corporation's market value rose over book value, providing an unrealized gain of \$91,216.38. Total undistributed interest income totaled \$52,998.38 including purchased interest.

The City of Hamilton's Investment Policy requires portfolio reporting to the Investment Advisory Committee, including investment type, book value, market value and income earned. The Portfolio Performance Summary Table III provides this detail.

Note that the Realized Estimated Annual Income of \$603,959.21 continues strong due to the hike of the Federal Funds Rate and the investment of securities through United American Capital Corporation. The Realized Estimated Annual Income consists of realized net gains or losses plus estimated annual interest, and calculates to be 0.72% of investment book value versus the benchmark target of 0.58%. Note that these numbers are an estimate and at a point in time. The portfolio is ever-evolving and the numbers will change as calls, maturities and purchases occur throughout the year. As always, conservatism remains the key to meet our investment objectives of safety first, liquidity second and lastly yield.

Respectfully submitted,



Deborah J. Hymer
Treasurer

II. Portfolio Balance Summary - February 29, 2016

General Accounts -- Book Values

Liquid Funds

Star Plus	\$	-
U.S. Bank Treasury Sweep	\$	8,096,459.87
First Financial*	\$	21,146,439.56
Fidelity Money Market (UACC)	\$	16,445.32
Total	\$	29,259,344.75

Invested Funds

Bond Tech	\$	9,998,924.19
UACC	\$	30,052,533.50

COH Treasurer's Note *	\$	85,000.00	Held w/in US Bank O/N
COH Treasurer's Note *	\$	190,300.00	Held w/in US Bank O/N

Total **\$ 40,326,757.69**

Total Liquid and Invested Funds

\$ 69,586,102.44

Utility Rate Stabilization & Reserve Accounts

	<u>First Financial</u>	<u>Invested Funds</u>	<u>Reserve Funds</u> *Held as part of First Financial
Gas Utility (Fund 516)			
Liquid Funds First Financial	\$ 2,514,098.89		
Bond Tech U.S. Treasury/Agency Reserve Account (Fund 517)		\$ -	\$ 200,000.00 *
Electric Utility (Fund 526)			
Liquid Funds First Financial	\$ 4,013,744.58		
Bond Tech U.S. Treasury/Agency		\$ -	
Electric System Reserve (Fund 527)			
Liquid Funds First Financial	\$ 3,007,765.57		
Bond Tech U.S. Treasury/Agency		\$ -	
Water Utility (Fund 536)			
Liquid Funds First Financial	\$ 1,582,952.82		
Bond Tech U.S. Treasury/Agency Reserve Account (Fund 537)		\$ -	\$ 200,000.00 *
Waste Water Utility (Fund 546)			
Liquid Funds First Financial	\$ 2,034,431.37		
Bond Tech U.S. Treasury/Agency Reserve Account (Fund 547)		\$ -	\$ 750,000.00 *
Total	\$ 13,152,993.24	\$ -	\$ 1,150,000.00
			\$ 14,302,993.24

Grand Total All Funds

\$ 83,889,095.68

**III. Portfolio Performance Summary
As of February 29, 2016**

Investment	Book Value	Market Value	Realized Gains/Losses		Estimated Annual Interest	Estd Annual Total Income	Realized Estimated Annual Income
			Unrealized Gains/Losses	Realized Gains/Losses			
Star Plus (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
First Financial Rate Stab (2)	\$ 10,145,227.67	\$ 10,145,227.67	\$ -	\$ -	\$ 40,580.91	\$ 40,580.91	\$ 40,580.91
First Financial Elec Sys Reserve (3)	\$ 3,007,765.57	\$ 3,007,765.57	\$ -	\$ -	\$ 12,031.06	\$ 12,031.06	\$ 12,031.06
US Bk Checking Sweep (1)	\$ 8,096,459.87	\$ 8,096,459.87	\$ -	\$ -	\$ 4,048.23	\$ 4,048.23	\$ 4,048.23
First Financial General Operating* (1)	\$ 22,296,439.56	\$ 22,296,439.56	\$ -	\$ -	\$ 89,185.76	\$ 89,185.76	\$ 89,185.76
City of Hamilton Treasurer's Note (1)	\$ 85,000.00	\$ 85,000.00	\$ -	\$ -	\$ 1,793.50	\$ 1,793.50	\$ 1,793.50
City of Hamilton Treasurer's Note (3)	\$ 190,300.00	\$ 190,300.00	\$ -	\$ -	\$ 1,807.85	\$ 1,807.85	\$ 1,807.85
B-Tech General Account (1)	\$ 9,998,924.19	\$ 10,006,590.06	\$ 7,665.87	\$ -	\$ 116,987.41	\$ 124,653.28	\$ 116,987.41
UACC	\$ 30,052,533.50	\$ 30,143,749.88	\$ 91,216.38	\$ -	\$ 337,489.95	\$ 428,706.33	\$ 337,489.95
Fidelity Money Market UACC	\$ 16,445.32	\$ 16,445.32	\$ -	\$ -	\$ 34.54	\$ 34.54	\$ 34.54
Total	\$ 83,889,095.68	\$ 83,987,977.93	\$ 98,882.25	\$ -	\$ 603,959.21	\$ 702,841.46	\$ 603,959.21

(1) General Accounts

(2) Rate Stabilization

(3) Electric System Reserve

Realized Annual Income / Book Value = 0.72%

Benchmark Rate of Return = 0.58%

*Contains Gas, Water, & Wastewater Reserve of \$1,150,000

Benchmarks	
Fed. Funds Rate	0.50
Star Plus	0.25
2 Yr Treas	0.78
Total	<u>0.56</u>

**City of Hamilton
Portfolio Management
Investment Status Report - Investments
February 29, 2016**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	Days to Maturity	YTM	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency - Coupon (NC)												
3137EADU0	16-0034	FHLMC	800,000.00	0.500	01/27/2017	02/04/2016	332	0.658	798,552.00	77.78	798,768.00	798,845.78
3130A4KZ7	16-0006	FHLB	1,000,000.00	0.720	03/06/2017	01/12/2016	370	0.860	999,457.00	2,520.00	998,400.00	1,000,920.00
3134G6E2A0	16-0018	FHLMC	1,000,000.00	0.875	06/16/2017	01/15/2016	472	0.889	1,001,306.00	704.86	999,800.00	1,000,504.86
3130A6ZS5	16-0023	FHLB	1,085,000.00	0.750	08/29/2017	01/20/2016	545	0.890	1,084,613.74	Received	1,082,580.45	1,082,580.45
3139EAA32	16-0005	FFCB	1,072,000.00	0.900	11/15/2017	01/11/2016	624	1.036	1,072,339.82	1,500.80	1,069,341.44	1,070,842.24
3134G3T26	16-0004	FHLMC	1,000,000.00	1.000	05/14/2018	01/11/2016	804	1.153	1,000,211.00	1,583.33	996,470.00	998,053.33
3136G1CF4	16-0007	FNMA	2,000,000.00	1.000	07/30/2018	01/12/2016	881	1.166	2,007,202.00	Received	1,991,680.00	1,991,680.00
3130A45D0	16-0021	FHLB	1,000,000.00	1.250	02/20/2019	01/15/2016	1,066	1.266	1,004,860.00	Received	998,510.00	998,510.00
3137EADM8	16-0012	FHLMC	1,000,000.00	1.250	10/02/2019	01/14/2016	1,310	1.459	1,002,163.00	3,541.67	992,460.00	996,001.67
3138B1C94	16-0032	FHLB	1,000,000.00	1.250	12/13/2019	01/25/2016	1,382	1.371	998,786.00	1,458.33	995,447.00	996,905.33
Federal Agency - Coupon (NC) Totals									10,969,490.56	11,386.77	10,924,456.89	10,935,843.66
Commercial Paper - Discount												
36960LCK1	16-0002	GECCO	1,000,000.00	0.450	03/31/2016	01/08/2016	30	0.457	998,962.50		998,962.50	998,962.50
89233GEG5	16-0013	TOY	500,000.00	0.650	05/24/2016	01/13/2016	84	0.661	498,808.33		498,808.33	498,808.33
46640PG80	16-0001	JPM	1,000,000.00	0.820	07/08/2016	01/11/2016	129	0.835	995,922.77		995,922.77	995,922.77
46640PGE7	16-0016	JPM	500,000.00	0.820	07/14/2016	01/19/2016	135	0.835	497,984.17		497,984.17	497,984.17
Commercial Paper - Discount Totals									2,991,677.77	0.00	2,991,677.77	2,991,677.77
Federal Agency - Coupon (Callable)												
3135G0VL4	16-0009	FNMA	1,000,000.00	1.125	03/20/2018	01/12/2016	749	1.181	1,000,030.00	3,500.00	998,800.00	1,002,300.00
3136G0Y47	16-0022	FNMA	1,000,000.00	1.060	04/30/2018	01/15/2016	790	1.130	999,998.00	2,208.33	998,410.00	1,000,618.33
3135G0XD0	16-0019	FNMA	250,000.00	1.000	05/21/2018	01/15/2016	811	1.195	249,466.50	375.00	248,875.00	249,250.00
3130A67K7	16-0037	FHLB	200,000.00	1.270	08/10/2018	02/19/2016	892	1.270	200,266.40	63.50	200,000.00	200,063.50
3134G84A4	16-0015	FHLMC	1,000,000.00	1.250	08/24/2018	01/14/2016	906	1.280	1,000,377.00	Received	999,230.00	999,230.00
3134G6Z97	16-0026	FHLMC	500,000.00	1.250	08/27/2018	01/20/2016	909	1.250	500,203.00	Received	500,000.00	500,000.00
3130A6UJ9	16-0003	FHLB	1,000,000.00	1.350	09/28/2018	01/11/2016	941	1.369	1,001,049.00	487.50	999,500.00	999,987.50
3136G15R6	16-0014	FNMA	500,000.00	1.000	12/27/2018	01/14/2016	1,031	1.350	496,958.50	236.11	494,950.00	495,186.11
3136G2YF8	16-0038	FNMA	750,000.00	1.150	05/24/2019	02/26/2016	1,179	1.150	748,813.50	47.92	750,000.00	750,047.92
3134G8GZ6	16-0028	FHLMC	500,000.00	1.500	07/29/2019	01/29/2016	1,245	1.500	500,377.50		500,000.00	500,000.00
3136G3CD5	16-0039	FNMA	950,000.00	1.350	08/26/2019	02/29/2016	1,273	1.350	947,028.40	106.88	950,000.00	950,106.88
3136G0XN6	16-0020	FNMA	500,000.00	1.625	11/27/2019	01/15/2016	1,366	1.632	500,223.00	1,083.33	499,875.00	500,958.33
3133B1HA6	16-0036	FHLB	500,000.00	1.400	12/13/2019	02/18/2016	1,382	1.448	498,519.50	1,263.89	499,100.00	500,363.89
3133EFZW0	16-0035	FFCB	500,000.00	1.500	02/18/2020	02/18/2016	1,449	1.500	499,717.00		500,000.00	500,000.00
Federal Agency - Coupon (Callable) Totals									9,143,027.30	9,372.46	9,138,740.00	9,148,112.46

City of Hamilton
Portfolio Management
Investment Status Report - Investments
February 29, 2016

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	Days to Maturity	YTM	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency - Discount												
313385AF3	16-0017	FHLB	1,000,000.00	0.750	01/06/2017	01/14/2016	311	0.767	995,681.00	0.00	992,541.66	992,541.66
Federal Agency - Discount Totals			1,000,000.00				311	0.767	995,681.00	0.00	992,541.66	992,541.66
Treasury Securities - Coupon												
912828UE8	16-0029	USTN	1,000,000.00	0.750	12/31/2017	01/22/2016	670	0.868	999,102.00	453.30	997,734.37	998,187.67
912828UZ1	16-0025	USTN	1,000,000.00	0.625	04/30/2018	01/20/2016	790	0.969	995,859.00	1,390.80	992,265.63	993,656.43
912828L81	16-0030	USTN	1,000,000.00	0.875	10/15/2018	01/25/2016	958	1.065	1,000,508.00	2,438.52	994,921.87	997,360.39
912828SX9	16-0033	USTN	1,050,000.00	1.125	05/31/2019	01/28/2016	1,186	1.197	1,055,045.25	1,904.20	1,047,539.06	1,049,443.26
912828TH3	16-0008	USTN	1,000,000.00	0.875	07/31/2019	01/12/2016	1,247	1.368	995,312.00	Received	982,968.75	982,968.75
912828TR1	16-0031	USTN	1,000,000.00	1.000	09/30/2019	01/25/2016	1,308	1.288	998,047.00	3,196.72	989,687.50	992,884.22
Treasury Securities - Coupon Totals			6,050,000.00				1,027	1.126	6,043,873.25	9,383.54	6,005,117.18	6,014,500.72
Investment Totals			30,157,000.00				831	1.112	30,143,749.88	30,142.77	30,052,533.50	30,082,676.27



City of Hamilton, Ohio - General Account
 CUSIP LISTING
 2/29/2016

1:12 PM 3/2/2016

DESCRIPTION	COUPON STRUCTURE		NEXT CALL DATE	CALL TYPE	DAYS NOTICE	CUSIP	PURCHASE DATE	BOOK VALUE	MATURITY DATE	CURRENT ESTIMATE		YIELD ^{1,2,3}
	10/20	10/17								AVG LIFE	AVG LIFE	
1 FHLMC STEPUP 10/20 1.00%-10/16 2.00%-10/17 2.25%-10/19 2.50%			4/29/16	QTLY	5	3134G72U4	10/29/15	1,000,000.00	10/29/20	10/29/16	0.67	1.000 YTW 10/16
2 FHLMC STEPUP 1/20 1.00%-1/16 2.25%			5/19/16	QTLY	5	3134G73H2	11/19/15	999,655.15	11/19/20	11/19/16	0.72	1.050 YTW 11/16
3 FHLMC STEPUP 9/20 1.05%-9/16 2.00%-9/17 3.00%			3/24/16	QTLY	5	3134G7VE8	9/24/15	2,500,000.00	9/24/20	3/24/16	0.07	1.050 YTW 9/16
4 FHLMC STEPUP 9/20 1.50%-9/17 2.50%-9/18 3.00%-9/19 3.25%			3/28/16	QTLY	5	3134G7VL2	9/28/15	2,500,000.00	9/28/20	3/28/16	0.08	1.500 YTW 3/17
5 FHLMC STEPUP 9/20 1.05%-9/16 2.20%-9/18 3.30%			3/30/16	QTLY	5	3134G7ZU8	9/30/15	2,999,289.04	9/30/20	3/30/16	0.08	1.090 YTW 9/16
TOTAL BOOK VALUE								9,998,924.19	WEIGHTED AVERAGES	0.20	1.170	

1 EST - Estimated yield - Floating rate and structured securities
 2 YTW - Yield to Worst - Minimum yield to specific call date or maturity - Actual yield may be higher
 3 CPD - Client Provided Data

City Council Meeting Informational Report

TO: The Honorable Mayor and Members of the City Council

FROM: Eugene F. Scharf, Community Development Director

RE: City of Hamilton’s Analysis of Fair Housing

Dear Mayor and Members of Council:

Hamilton, as a Participating Jurisdiction of the U.S. Department of Housing and Urban Development (HUD), has been mandated to perform a new Analysis of Fair Housing (AFH). The City is one of only twenty - (20) communities nationwide performing this new HUD created AFH process. As one of the initial pilot communities, HUD will be carefully reviewing and analyzing our results.

The City’s Fair Housing Specialist, Tomika Hedrington as well as our consultant HOME will be conducting the process for the AFH. As an elected official, you will be receiving a questionnaire to be answered as part of this process. There will be several public hearings and meetings scheduled in the near future. Additionally, Council will be asked to approve the AFH by resolution. It is anticipated, this legislation will be in late July or early August.

This report is provided for your information and requires no City Council action.

Related Strategic Goal(s)

- I** Increase residential property values by CPI + 5%
- D** Decrease vacant residential structures by 30% (1,000 total)
- A** Add 2,000 new jobs
- R** Realize \$150 million of new private industrial/commercial investment
- G** Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River
- E** Engage 50,000 participants annually in special events, arts and recreation activities
- O** General operations / Government Business

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of
the City Council

<input checked="" type="checkbox"/> 1 st Reading Date: 04/13/2016
<input checked="" type="checkbox"/> 2 nd Reading Date: 04/27/2016
<input checked="" type="checkbox"/> Public Hearing Date: 04/13/2016

RE: Request to Rezone 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue (City Lot Nos. 6546, 6545, 6544, 16545, 27530 and 27531), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District (Pamela C. Lunsford, Donna M. Baden, Brenda S. Oliver, and Penny N. Jackson, Applicants).

Dear Mayor and Members of Council:

BACKGROUND INFORMATION

Pamela C. Lunsford, Donna M. Baden, Brenda S. Oliver, and Penny N. Jackson have submitted an application for the rezoning of 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue. The properties are currently zoned R-1 Single Family Residence District. The applicants are proposing a zoning change from R-1 Single Family Residence District to R-2A Two Family Residence District. The properties are currently being used as duplexes (two-family dwellings) According to Butler County Auditor records the three homes on Dick Avenue, 206, 204, and 202; were built in 1951 as duplexes. The house located at 770 Park Avenue was built in 1920 and is also currently being used as a duplex. The reason for the rezoning request is to make the existing two-family dwellings permitted uses. Currently, the two-family dwellings are grandfathered land uses and allowed to continue as long as they remain and do not cease for more than six (6) months, per Section 1109.33 of the Hamilton Zoning Ordinance. Two-family dwellings are not permitted in the R-1 Single Family Residence District but are permitted uses in R-2A Two Family Residence District.

On November 16th, 2015 the Planning Commission heard and denied a request to rezone the subject properties from R-1 Single Family to R-3 One to four Family Residence District. At that meeting the Planning Commission directed Community Development to create and propose a new zoning designation that would permit two-family dwellings units, but not three to four family units. The Planning Commission approved a zoning ordinance amendment to create the R-2A zoning district on December 7, 2015, City Council held a public hearing and approved the zoning amendment on February 10, 2016. The R-2A zoning ordinance amendment became



effective on March 11, 2016. The applicants are now requesting to rezone their properties from R-1 to R-2A in accordance with the recently adopted zoning amendment that created the R-2A Two-Family zoning district.

PLAN/PROPOSAL ANALYSIS

ZONING

The properties located at 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue are currently zoned R-1 Single Family Residence District. The area surrounding 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue is currently a mix of R-1 Single Family zoning and R-3 One to Four Family Residence. The existing properties have a total of approximately 310 feet of frontage along Dick Avenue, 54 feet of frontage along Park Avenue, and 113 feet of frontage along Elvin Avenue. There are a total of six (6) parcels associated with this request. All six parcels have always been zoned R-1 Single Family, and in the case of the three homes on Dick Avenue, 206, 204, and 202 were allowed to be built as duplexes while zoned R-1 Single Family.

BUILDING

There is no proposed building or construction at this time. Any future development plans would go through the Interdepartmental Review process once plans are submitted. Any future building or development plans must adhere to all applicable building and zoning regulations.

RECOMMENDATION

The Planning Commission will hold a public hearing and review the proposed rezoning regarding the properties located at 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue on March 21, 2016 and make a recommendation to City Council.

It is the recommendation of this office that Council receives this report, concurs in the forthcoming recommendation of the Planning Commission, and directs the preparation of the necessary legislation to rezone 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue (City Lot Nos. 6546, 6545, 6544, 16545, 27530 and 27531), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District (Pamela C. Lunsford, Donna M. Baden, Brenda S. Oliver, and Penny N. Jackson, Applicants).

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
City Manager

John Creech
Senior Planner



Attachments to this report include:

1. Public Hearing Notification Map
2. Zoning Map

Choose Strategic Goal(s)

- R** Realize \$150 million of new private industrial/commercial investment
- A** Add 2,000 new jobs
- I** Increase residential property values by CPI + 5%
- D** Decrease vacant residential structures by 30% (1,000 total)
- G** Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River
- E** Engage 50,000 participants annually in special events, arts and recreation activities
- O** General Operations/ Government Business



200, 202, 204, 206 NORTH DICK AND 770 PARK
PUBLIC HEARING MAP



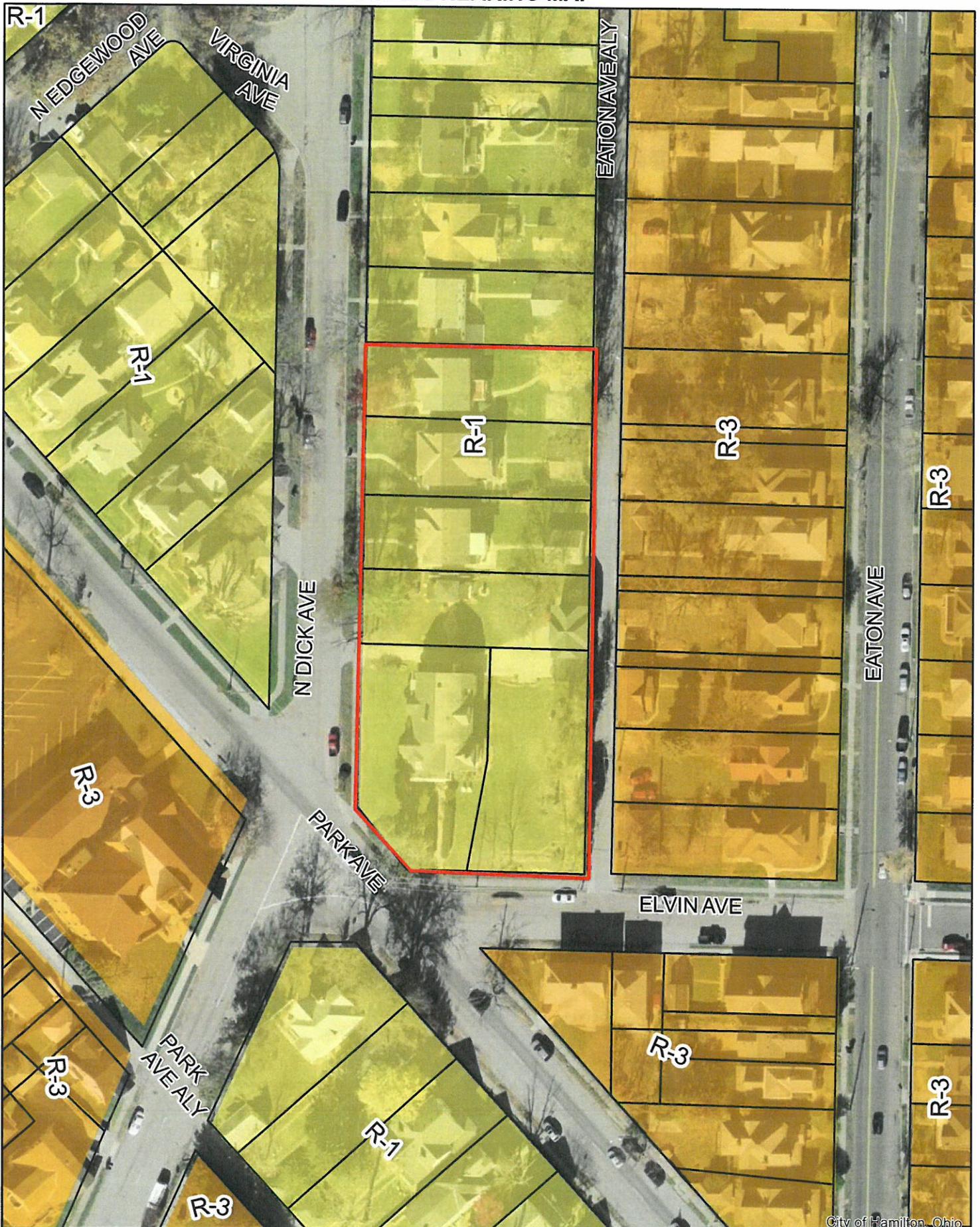
City of Hamilton, Ohio

 200, 202, 204, 206 North Dick and 770 Park

0 35 70 140 Feet

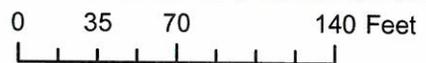


200, 202, 204, 206 NORTH DICK AND 770 PARK
PUBLIC HEARING MAP



City of Hamilton, Ohio

 200, 202, 204, 206 North Dick and 770 Park



City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of
the City Council

<input checked="" type="checkbox"/> 1 st Reading Date: 04/13/2016
<input checked="" type="checkbox"/> 2 nd Reading Date: 04/27/2016
<input checked="" type="checkbox"/> Public Hearing Date: 04/13/2016

RE: Request to Rezone 814 - 816 Park Avenue), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District (Robert Hoffman and Janet Hoffman, Applicant).

Dear Mayor and Members of Council:

BACKGROUND INFORMATION

Robert Hoffman and Janet Hoffman have submitted an application for the rezoning of 814-816 Park Avenue. The property is currently zoned R-1 Single Family Residence District. The applicants are proposing a zoning change from R-1 Single Family Residence District to R-2A Two Family Residence District. The property is currently being used as a duplex. According to Butler County Auditor records the house was built in 1920. According to the Applicants, the reason for the rezoning request is to make the existing two-family dwelling a permitted uses. Currently, the two-family dwelling is a grandfathered land use in the R-1 zoning district and allowed to continue as long as it remains and do not cease for more than six (6) months, per Section 1109.33 of the Hamilton Zoning ordinance. A two-family dwelling is not permitted in the R-1 Single Family Residence District but is a permitted use in R-2A Two Family Residence District

According to the Applicants, they received notice of the November 16, 2015 Planning Commission meeting where the request to rezone properties located at 200, 202, 204, 206 N. Dick Avenue and 770 Park Avenue to R-3 One to four Family Residence District was denied. They were aware of the R-2A zoning code amendment to create the two-family zoning district and have submitted an application to rezone their property from R-1 to R-2A to comply with the zoning.

PLAN/PROPOSAL ANALYSIS

ZONING

The property located at 814-816 Park Avenue is currently zoned R-1 Single Family Residence District. The area surrounding 814-816 Park Avenue is currently a mix of R-1



Single Family zoning and R-3 One to Four Family Residence. The existing property has a total of approximately 50 feet of frontage along Dick Avenue and 50 feet of frontage along Park Avenue. There is one (1) parcel associated with this request.

BUILDING

There is no proposed building or construction at this time. Any future development plans would go through the Interdepartmental Review process once plans are submitted. Any future building or development plans must adhere to all applicable building and zoning regulations.

RECOMMENDATION

The Planning Commission will hold a public hearing and review the proposed rezoning regarding the property located at 814-816 Park Avenue on March 21, 2016 and make a recommendation to City Council.

It is the recommendation of this office that Council receives this report, concurs in the forthcoming recommendation of the Planning Commission, and directs the preparation of the necessary legislation to rezone 814-816 Park Avenue, located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District (Robert Hoffman and Janet Hoffman, Applicant).

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
City Manager

John Creech
Senior Planner

Attachments to this report include:

1. Public Hearing Notification Map
2. Zoning Map

Choose Strategic Goal(s)

- R** Realize \$150 million of new private industrial/commercial investment
- A** Add 2,000 new jobs
- I** Increase residential property values by CPI + 5%
- D** Decrease vacant residential structures by 30% (1,000 total)
- G** Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River
- E** Engage 50,000 participants annually in special events, arts and recreation activities
- O** General Operations/ Government Business



814-816 PARK AVE.
PUBLIC HEARING MAP



 814-816 Park Ave.

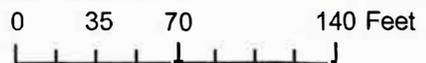
0 35 70 140 Feet



814-816 PARK AVE.
PUBLIC HEARING MAP



 814-816 Park Ave.



City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Third Supplemental Appropriation to the 2016 Budget

<input type="checkbox"/>	1st Reading Date:	4/13/16
<input type="checkbox"/>	2nd Reading Date:	4/13/16
<input type="checkbox"/>	Public Hearing Date:	

Dear Mayor and Members of Council:

The Finance Department conducts periodic budget reviews to identify areas of budgetary concern and makes recommendations for adjustments or transfers necessary to reconcile various funds. Council is being asked to approve a supplemental appropriation resolution to amend the original budget. The identified funds requiring amendment will be included in a memo and described in the legislation prepared for Council's review as an exhibit with the legislation.

It is the recommendation of this office that Council receive this report, concur in the recommendation, and direct the preparation of necessary legislation to be presented for approval at the April 13, 2016 meeting.

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
 City Manager

Tom Vanderhorst
 Finance Director

Choose Strategic Goal(s)	
<input type="checkbox"/>	R Realize \$150 million of new private industrial/commercial investment
<input type="checkbox"/>	A Add 2,000 new jobs
<input type="checkbox"/>	I Increase residential property values by CPI + 5%
<input type="checkbox"/>	D Decrease vacant residential structures by 30% (1,000 total)
<input type="checkbox"/>	G Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River
<input type="checkbox"/>	E Engage 50,000 participants annually in special events, arts and recreation activities
<input checked="" type="checkbox"/>	O General Operations/ Government Business



City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Tom Vanderhorst, Finance Director

Agenda Item: Report regarding passing an ordinance for this supplemental appropriation amending the 2016 budget.

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> A Add new jobs <input type="checkbox"/> R Realize new investments <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 3/9/16 <input checked="" type="checkbox"/> 2 nd Reading Date: 3/23/16 <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Total Appropriated Increases: \$120,116</p> <p>Total Appropriated Decreases: \$100,000</p> <hr/> <p>General Fund Impact: \$84,000 increase in appropriations</p> <hr/> <p>All Other Funds Impact: \$63,884 decrease in appropriations</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to adopt legislation to approve this 2016 Supplemental Ordinance?

Policy Alternative(s)

Council may choose to not adopt this Supplemental Appropriation Ordinance. If Council does not adopt legislation, the City will not have enough funds appropriated to cover costs associated with the items addressed in the Fiscal Impact Summary.

Staff Recommendation

Staff recommends that Council receive this report, concur in the recommendation and adopt the necessary legislation. The ordinance will balance accounts and provide the authority to make expenditures.



Statutory/Policy Authority

- ORC 5705.38 Annual appropriation measures; classification
- ORC 5705.40 Amending or supplementing appropriation; transfer unencumbered balance; contingencies
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.

Fiscal Impact Summary

GENERAL FUND

- Increase appropriations \$84,000 out of the General Fund (100) to transfer 50% of the hotel tax collected annually by the City (General Fun's portion) to the Hamilton Capital Improvement & Debt Service Fund (215) to fund capital projects for the City.

SPECIAL REVENUE FUNDS

- Reduce appropriations \$100,000 in the Stormwater Management Fund (279). The \$100,000 was budgeted as a contingency line item that will not be needed for 2016.

CAPITAL PROJECTS FUNDS

- Increase appropriations \$36,116 for expenses related to the Clean Ohio Revitalization Fund grant for the 550 North Third Street Redevelopment project. Reimbursement from the State of Ohio has been received for the same dollar amount so the net impact to the Clean Ohio Grants Program Fund (310) will be zero.

Attached Information

N/A

Copies Provided to:

N/A



ORDINANCE NO. _____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF HAMILTON, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2016.

BE IT ORDAINED by the Council of the City of Hamilton, Ohio:

SECTION I: That the following unappropriated or unencumbered balances of funds be and the same are hereby re-appropriated as follows:

<u>NUMBER</u>	<u>FUND NAME</u>	<u>AMOUNT</u>
100	From the General Fund	44,388,709 44,472,709
	Personnel Subtotal:	31,239,283 31,239,283
	Non-Personnel Subtotal:	13,149,426 13,233,426
200	From the One Renaissance Fund	2,371,453
213	Municipal Income Tax Aggregation Fd	0
2010	From the Home Fund 2010	0
2013	From the Home Fund 2013	0
	Personnel Subtotal:	0
	Non-Personnel Subtotal:	0
2014	From the Home Fund 2014	0
	Personnel Subtotal:	0
	Non-Personnel Subtotal:	0
207	From thre Hamilton Court Sec. Proj	70,500
208	From the Hamilton Court Sp Proj Fd	40,375
	Personnel Subtotal:	5,000
	Non-Personnel Subtotal:	35,375
210	From the Public Safety Health Inc Tax	3,281,250
211	From the Rounding Up Util Acct	3,500
212	From the Hamilton Muni Ct Cap Imp	106,045
	Personnel Subtotal:	24,620
	Non-Personnel Subtotal:	81,425
213	From the MIT Aggregatn/Verifctn Fd	
215	From the Ham Cap Imp Debt Serv	4,496,865
221	From the Dispute Resolution Proc Fd	7,650
	Personnel Subtotal:	6,650
	Non-Personnel Subtotal:	1,000
225	From the Justice Assistance Grant	34,917

Ordinance No. _____ (Cont'd)

NUMBER	FUND NAME	AMOUNT
227	From the Land Reutilization Fund	979,802
231	From the Law Enforcement Trust	42,600
233	From the Safety Seat Belt Grant	
235	From the Public Safety Spec Proj	71,853
	Personnel Subtotal:	37,900
	Non-Personnel Subtotal:	33,953
238	From the Probation Services	230,537
	Personnel Subtotal:	223,896
	Non-Personnel Subtotal:	6,641
240	From the Drug Law Enforcement Trust	44,092
241	From the DUI Enforcement & Eductn Trst	4,500
242	From the Indignt Drivers Alcohol Trt	60,000
246	From the Police Pension Fund	240,000
249	From the Police Levy Fund	730,000
250	From the Firemen's Pension Fund	225,000
251	From the Emergency Medical Serv Grant	2,500
252	From the Charter Fire Force Fund	745,000
253	From the Fire EMS Levy Fund	720,000
260	From the Immunization Action Plan Grant	90,095
	Personnel Subtotal:	69,351
	Non-Personnel Subtotal:	20,744
261	From the Kathryn Weiland Trust	380
	Personnel Subtotal:	100
	Non-Personnel Subtotal:	280
270	From the Street & Parks Beautification	
279	From the Stormwater Mgmt Fund	3,333,737
	Personnel Subtotal:	910,211
	Non-Personnel Subtotal:	2,423,526
		3,233,737
		910,211
		2,323,526

Ordinance No. _____ (Cont'd)

NUMBER	FUND NAME	AMOUNT
280	From the Refuse Fund	4,463,159
	Personnel Subtotal:	705,170
	Non-Personnel Subtotal:	3,757,989
281	From the Street Maintenance Fund	3,563,660
	Personnel Subtotal:	1,233,350
	Non-Personnel Subtotal:	2,330,310
283	From the Convention & Visitors Bur Fd	84,000
301	From the Special Assessments	1,034,815
303	From the Lowes MITIE Talawanda Fund	100,000
304	From the Walmart MITIE Hamilton Fund	175,000
307	From the Issue II Project Fund	1,000,000
308	From the Matandy Steel MPITIE Fund	46,890
309	From the Robinson Schwenn MPITIE Fund	4,550
310	From the Clean Ohio Grants Program	0 36,116
311	From the Infrastructure Renewal Program	8,048,284
348	From the RIDs - MPITIE Citywide District	400,000
349	From the RIDs - MPITIE North District	17,500
350	From the RIDs - MPITIE South District	36,000
351	From the Quality Publishing MPITIE Fd	10,500
352	From the Shoppes @ Hamilton MPITIE Fd	114,100
353	From the Historic Developers - Mercantile	28,000
354	From the Tippman Properties MPITIE Fd	150
355	Neturen Manufacturing TIF	62,000
501	From the Gas Utility	26,063,398
	Personnel Subtotal:	2,071,460
	Non-Personnel Subtotal:	23,991,938
502	From the Electric Utility	220,519,088
	Personnel Subtotal:	8,660,963
	Non-Personnel Subtotal:	211,858,125
503	From the Water Utility	13,880,994
	Personnel Subtotal:	2,831,520
	Non-Personnel Subtotal:	11,049,474

Ordinance No. _____ (Cont'd)

NUMBER	FUND NAME	AMOUNT
504	From the Wastewater Utility	<u>14,398,865</u>
	Personnel Subtotal:	2,231,059
	Non-Personnel Subtotal:	12,167,806
515	From the Gas Capital Improvement Fund	3,072,326
516	From the Gas Rate Stabilization Fd	0
517	From the Gas System Reserve	0
518	From the Gas Bond Service Fund	434,000
522	From the Electric Construction	646,595
524	From the Hydroelectric operations Fd	<u>2,282,763</u>
	Personnel Subtotal:	1,445,400
	Non-Personnel Subtotal:	837,363
525	From the Electric Cap Improvement Fd	10,111,202
526	From the Electric Rate Stabilization Fd	1,350,000
527	From the Electric System Reserve	34,860,350
528	From the Electric Bond Service Fd	2,471,000
531	From the Water Construction Fd	248,238
535	From the Water Cap Improvement Fd	5,001,265
536	Water Rate Stabilization Fund	0
538	From the Water Bond service Fund	2,065,000
541	From the Wastewater Construction Fd	<u>9,998,379</u>
	Personnel Subtotal:	111,320
	Non-Personnel Subtotal:	9,887,059
545	From the Wastewater Cap Imp Fd	5,646,339
548	From the Wastewater Bond Service Fd	4,847,000
550	From the Parking Fund	<u>388,916</u>
	Personnel Subtotal:	134,978
	Non-Personnel Subtotal:	253,938
551	From the Parking Cap Improvement Fund	1,500,000
560	From the Golf Fund	<u>1,404,333</u>
	Personnel Subtotal:	640,345
	Non-Personnel Subtotal:	763,988
610	From the Fleet Mtce Fund	<u>2,909,278</u>
	Personnel Subtotal:	909,031
	Non-Personnel Subtotal:	2,000,247
620	From the Central Services Fund	<u>8,590,972</u>
	Personnel Subtotal:	4,724,328
	Non-Personnel Subtotal:	3,866,644

Ordinance No. _____ (Cont'd)

<u>NUMBER</u>	<u>FUND NAME</u>	<u>AMOUNT</u>
640	Central Benefits Fund	0
650	Economic Budget Stabilization Fund	0
715	From the Unclaimed Monies Fund	25,000
730	From the Benninghoffen Trust Fd	250
775	From the Sinking Fund	4,507,217
800	CDBG Revolving Loan Fd	
802	From the Neighborhood Stabl Prgrm	
804	From the Neighborhood Stabl Prgm 3	
912	From the CDBG 2011-2012	
913	From the CDBG 2012-2013	
914	From the CDBG Fund 2014	
	Personnel Subtotal:	_____
	Non-Personnel Subtotal:	
915	From the CDBG Fund 2015	
	Personnel Subtotal:	_____
	Non-Personnel Subtotal:	

The Fund appropriations include these transfer limits:

Into the Hamilton Capital Improvement & Debt Service Fund - 215
Out of the General Fund - 100 84,000

Ordinance No. _____ (Cont'd)

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____
_____ Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

I, Nick Garuckas, City Clerk of the City of Hamilton, State of Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days.

Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Kevin Maynard, Director of Public Utilities

Agenda Item: Report regarding an ordinance amending Schedule “A” to add the new classification of Assistant Gas and Water Distribution Superintendent

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input type="checkbox"/> R Realize new investments <input type="checkbox"/> A Add new jobs <input type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution Ordinance</p>	<p>1st Reading Date: 3-9-16 2nd Reading Date: 3-23-16 Public Hearing Date:</p>	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: 2016 Expenditure: See Summary Below Source Funds: Utility Fund</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to adopt legislation to amend schedule “A” of the City’s Classification and compensation plan to add the new classification of Assistant Gas and Water Distribution Superintendent?

Policy Alternative(s)

Council may choose not to adopt such legislation to amend schedule “A” of the City’s Classification and compensation plan and the position will not be created.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to amend schedule “A” of the City’s Classification and compensation plan.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.



Fiscal Impact Summary

- This is a new position within the Utilities Department.

Class Code	Title	Pay Range	Annual Salary
6278	Assistant Gas and Water Distribution Superintendent	47	\$62,400 to \$79,186

Background Information

This position is included as part of the 2016 Strategic and Reorganization Plan of the Utilities Department. This part of the plan will result in a net decrease of one FTE. When combined with the legislation for the Environmental Technician and Compliance Specialist legislation also being read 3-9-16; there is a zero impact to overall FTE's in the Utilities Department as a whole.

This position is responsible for difficult professional, supervisory and technical work in the planning, organization, direction, supervision, and coordination of the operations, maintenance, capital improvements and activities of the Natural Gas and Water Distribution Division, including transmission and distribution systems, gate stations and regulator stations. This position serves as the Gas and Water Distribution Superintendent in the Superintendent's absence.

Attached Information

- Classification Description

Copies Provided to:

N/A





CITY OF HAMILTON, OHIO CLASSIFICATION DESCRIPTION

CLASS TITLE	Assistant Gas and Water Distribution Superintendent
CLASS CODE NUMBER	6278
ADMINISTRATIVE SERVICE CATEGORY	Classified Service
ADOPTED	
REVISED	
PROBATIONARY PERIOD	One (1) Year

GENERAL DESCRIPTION OF DUTIES

This position is responsible for difficult professional, supervisory and technical work in the planning, organization, direction, supervision and coordination of the operations, maintenance, capital improvements and activities of the Natural Gas and Water Distribution Division, including transmission and distribution systems, gate stations and regulator stations. This position reports directly to the Gas and Water Distribution Superintendent; however, extensive leeway is granted for the exercise of independent judgment in managing the Division. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with Directors and supervisory personnel in other City departments and divisions. Under the direction of the Gas and Water Distribution Superintendent, this position manages and leads, through subordinate staff, the operation, maintenance and capital improvements of the Division. Direct and indirect supervision is exercised over professional, managerial/supervisory, technical and clerical staff.

ESSENTIAL JOB FUNCTIONS

- Serves as the Gas and Water Distribution Superintendent in the Superintendent's absence;
- With the Gas and Water Distribution Superintendent, plans, organizes, directs, supervises and coordinates the operations, maintenance and capital improvement activities of the Natural Gas and Water Distribution Division;
- Assists with development of administrative and operational policies, rules and regulations for approval by the Director of Underground Utilities, Director of Public Utilities, Public Utilities Commission and City Council; implements approved policies, rules and regulations;
- Ensures compliance with all applicable policies, safety rules and policies, governmental regulations, and non-discrimination/affirmative action plans;
- Assists the Gas and Water Distribution Superintendent with preparation of budgets, capital improvement plans, rates and riders, strategic plans, and customer, vendor and collective bargaining agreements;

- Administers customer, vendor and collective bargaining agreements and maintains effective labor relations;
- Conducts grievance hearings and participates in labor-management meetings and collective bargaining sessions;
- Assists in the development and implementation of short-term and long-term goals and objectives of the Division;
- Analyzes Natural Gas and Water Distribution Systems design and operations; recommends necessary capital and operational improvements to maximize efficiency, reliability and competitive rates;
- Assists in development and implementation of design, operation and maintenance standards for the safe and reliable operation of the Natural Gas and Water Division;
- Directs the capital improvements program for the Division;
- Coordinates activities of subordinate divisions as necessary;
- Prepares a variety of technical reports and special assignments pertaining to the Division;
- Assists with the preparation of Division operation and maintenance budgets and capital improvement budgets, monitors revenues and expenditures, and recommends corrective budgetary actions;
- Provides technical and operations/maintenance recommendations and analysis to the Gas and Water Distribution Superintendent, other City Departments and Divisions and others as required or requested;
- Directs, supervises, advises, motivates, counsels, trains, prioritizes and evaluates the work and performance of subordinate personnel;
- Responsible for effective implementation of the Natural Gas and Water Distribution Systems capital improvement plans;
- Assists the Gas and Water Distribution Superintendent in establishing Natural Gas and Water System operation and performance measures, monitors performance and recommends corrective action as needed;
- Assists with City Economic Development efforts as needed;
- Attends meetings, conferences and workshops as requested and authorized;
- Assists Underground Utilities engineering staff and consulting engineers and evaluates plans and specifications for Natural Gas and Water Distribution System capital improvements and maintenance projects;
- Assists in overseeing division personnel matters and evaluates employee performance;
- Responds to citizen inquiries and service requests;
- Assists in preparing reports and records on division operations and maintenance;
- Supervises emergency situations and is available on 24-hour on-call duty;
- Performs related work as required.

SKILLS/KNOWLEDGES/ABILITIES

- Comprehensive knowledge of natural gas and water distribution system operations, maintenance and industry practices;
- Ability to make quick and sound business decisions under tight operating deadlines;
- Ability to prioritize multiple difficult professional level duties;
- Skill in leadership, negotiations, motivation, management, project coordination and supervision;
- Ability to perform tasks with ingenuity and inventiveness;
- Ability to perform work with speed, accuracy and attention to detail;
- Ability to make informed decisions in accordance with established policies and procedures;

- Ability to effectively plan, organize, prioritize, motivate, supervise and evaluate the work of others;
- Ability to establish and maintain effective working relationships with other City Department Heads, Division Heads, supervisory personnel, contractors, developers, engineering consultants and the general public;
- Ability to communicate effectively with others, both verbally and in writing;
- Ability to handle confidential customer, employee and administrative information with tact and discretion.
- Thorough knowledge of the principles, practices and procedures of natural gas and water distribution system operations, maintenance and administration;
- Thorough knowledge of prudent utility management and operation practices and methods, analyses, procedures and budgeting;
- Thorough knowledge of effective management principles;
- Thorough knowledge of the occupational hazards associated with natural gas and water distribution system operations and industry safety practices;
- Skill in interpersonal communications and persuasion;
- Ability to develop and implement short-term and long-range plans;
- Ability to effectively manage and control large capital improvement projects and expenditures;
- Ability to prepare technical reports and presentations;
- Effective computer skills including spreadsheets, word processors, and email;
- Skill in evaluating natural gas and water emergencies;
- Ability to interpret designs and specifications;

TRAINING/EDUCATION/QUALIFICATIONS

- Graduation from high school or possession of a GED.
- Extensive experience in the construction, maintenance and repair of natural gas and water distribution systems including supervisory experience;
- Any equivalent combination of experience or training which provides the required knowledge, skills, and abilities to perform the work.

ESSENTIAL SPECIAL REQUIREMENTS

- A person appointed to this position must obtain a Ohio EPA Class 2 Water Distribution Operator Certification or higher within one year of appointment
- Possession of a valid driver's license issued by the State of Ohio

ESSENTIAL PHYSICAL ABILITIES

- Clarity of speech and hearing that permits the employee to communicate effectively with other City Department and Division Heads, employees, contractors, developers, engineering consultants and the general public;
- Sufficient vision, with or without correction that permits the employee to produce and review a wide variety of reports and related materials and to evaluate equipment with small parts;
- Sufficient manual dexterity that permits the employee to operate a keyboard and produce handwritten materials and notations, to lift and move equipment or materials from time to time and to operate or maintain equipment with small parts, and;
- Sufficient personal mobility that permits the employee to visit and inspect City and field

work locations and to stoop and kneel when necessary.

. . . END . . .

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND SUPPLEMENTING SCHEDULE "A" OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN, AS SET FORTH IN ORDINANCE NO. OR2016-1-4, ADOPTED JANUARY 13, 2016, TO ADD THE NEW CLASSIFICATION OF ASSISTANT GAS AND WATER DISTRIBUTION SUPERINTENDENT

WHEREAS, the Administration of the City of Hamilton, Ohio recommends that the position of Assistant Gas and Water Distribution Superintendent be established at Pay Range 47; and

WHEREAS, this position is responsible for difficult professional, supervisory and technical work in the planning, organization, direction, supervision and coordination of the operations, maintenance, capital improvements and activities of the Natural Gas and Water Distribution Division, including transmission and distribution systems, gate stations and regulator stations; and

WHEREAS, to accomplish the aforesaid it is necessary to amend and supplement existing Schedule "A" of the City's Classification and Compensation Plan as set forth in Ordinance No. OR2016-1-4, adopted January 13, 2016; and

WHEREAS, this Council desires that said amendment be made;

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

SECTION I: That Schedule "A" of the City's Classification and Compensation Plan, as set forth in Ordinance No. OR2016-1-4, adopted January 13, 2016, be and is hereby amended and supplemented to add the new classification of Assistant Gas and Water Distribution Superintendent as set forth in detail below.

<u>Class Code</u>	<u>Title</u>	<u>Pay Range</u>	<u>Annual Salary Minimum – Maximum</u>
6278	Assistant Gas and Water Distribution Superintendent	47	\$62,400 - \$79,186

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law after its passage.

PASSED: _____

Effective Date: _____

Mayor

ATTEST: _____

City Clerk

CERTIFICATE

I, Nick Garuckas, City Clerk for the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____

Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Kevin Maynard, Director of Public Utilities

Agenda Item: Report regarding an ordinance amending Schedule “A” to add the new classification of Environmental Technician and Compliance Specialist

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input type="checkbox"/> R Realize new investments <input type="checkbox"/> A Add new jobs <input type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution Ordinance</p>	<p>1st Reading Date: 3-9-16 2nd Reading Date: 3-23-16 Public Hearing Date:</p>	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	
<p>Fiscal Impact</p>	<p>Budgeted: 2016 Expenditure: See Summary Below Source Funds: Utility Fund</p>	

Policy Issue

Does City Council wish to adopt legislation to amend schedule “A” of the City’s Classification and compensation plan to add the new classification of Environmental Technician and Compliance Specialist?

Policy Alternative(s)

Council may choose not to adopt such legislation to amend schedule “A” of the City’s Classification and compensation plan and the new position would not be created.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to amend schedule “A” of the City’s Classification and compensation plan.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.



Fiscal Impact Summary

- This is a new position within the Utilities Department.

Class Code	Title	Pay Range	Annual Salary
6119	Environmental Technician and Compliance Specialist	37	\$48,693 to \$62,525

Background Information

This position is included as part of the 2016 Strategic and Reorganization Plan of the Utilities Department. This part of the plan will result in a net increase of one FTE. When combined with the legislation for the Assistant Gas and Water Distribution Superintendent legislation also being read 3-9-16; there is a zero impact to overall FTE's in the Utilities Department as a whole.

The responsibilities of this new position were previously held by Darla Bokeno in a classification of Administrative Specialist IV. This new position is being created at a lower pay classification. The Environmental Technician and Compliance Specialist will identify short-term and long-range environmental issues needing addressed, and provide information and commentary pertinent to deliberations, recommending options and course of action and implementing program policy directives.

The specific duties and responsibilities associated with this position are included in the attached Classification Description, and the general overview of the responsibilities associated with this position are as follows: This is a moderately complex pre-professional or professional work in a field of Environmental Program Management responsible for project or ongoing analytical problem solving.

Attached Information

- Classification Description

Copies Provided to:

N/A





CITY OF HAMILTON, OHIO CLASSIFICATION DESCRIPTION

CLASS TITLE	Environmental Technician and Compliance Specialist
CLASS CODE NUMBER	6119
ADMINISTRATIVE SERVICE CATEGORY	Classified Service
ADOPTED	
REVISED	
PROBATIONARY PERIOD	One (1) Year

GENERAL DESCRIPTION OF DUTIES

This position is responsible for moderately complex pre-professional and professional and administrative work in the planning, organization, direction and coordination of the activities of the Utilities Environmental Programs. Work is performed under the general direction of the Utilities Engineering Director or his/her designee, but exercise of considerable independent judgment is expected.

ESSENTIAL JOB FUNCTIONS

- Identifies short-term and long-range environmental compliance issues impacting or potentially impacting Hamilton Municipal Utilities, and recommends compliance strategies, options and courses of action; implements and oversees approved programs, policies, procedures and compliance plans.
- Assures City compliance with all compliance deadlines
- Maintains environmental records and databases by developing information requirements along with designing and maintaining effective information systems. Information systems shall include tracking of required reporting and compliance dates relating to local, state and federal regulatory requirements.
- Maintains professional and technical knowledge by attending educational workshops and conferences as authorized, reviewing professional publications, establishing personal networks and participating in professional societies.
- Develops and maintains effective professional relationships with regulatory agencies and personnel.
- Obtains and maintains beneficial environmental compliance certifications that are necessary, or may become necessary to effectively perform the duties and responsibilities of this position.
- Performs project work as assigned in Environmental Program Management including but not limited to Industrial Pretreatment, Backflow Prevention, PCB management, wastewater environmental reporting, Water Quality, Air Quality Compliance, Hazardous Waste

Management, National Pollutant Discharge Elimination System (NPDES) permits at City owned facilities; etc;

- Assists in policy development and implementation; provides technical knowledge and expertise in areas such as environmental regulations and standards; construction or expansion of City facilities; management information systems; and planning;
- Conducts independent research, analyses and interprets data; prepares, submits or delivers conclusions, technical reports and presentations;
- Prepares or assists in preparation of reports or other written material;
- Provides technical assistance to the public and to other municipal departments and divisions;
- Responds to public inquiries and concerns and refers matters to appropriate City or other agencies as needed;
- Attends meetings and confers with other City departments and divisions as necessary relating to environmental compliance issues. May conduct training on environmental compliance as necessary.
- Assists Utilities Engineering and other City departments and divisions with developing project bid plans, specifications and documents along with conducting project oversight and coordinating project implementation.
- May assist Utilities Engineering or other Utilities departments and divisions in regulatory compliance issues and reporting that may or may not be of an environmental nature depending on needs of the divisions.
- May assist with safety and health related programs coordination, implementation, and training on an as needed and as assigned basis.
- Performs related work as required and contributes to team efforts by accomplishing related results as needed.

SKILLS/KNOWLEDGES/ABILITIES

- Thorough knowledge of utility industry environmental rules, regulations, practices, techniques, methodologies and management practices;
- Thorough knowledge of federal, state and local codes and regulations
- Effective knowledge of computer spreadsheet, database, GIS and word processing applications currently in use or planned for use;
- Ability to analyze technical or administrative problems, develop solutions and prepare recommendations;
- Ability to conduct research and prepare technical reports and presentations;
- Ability to organize and coordinate projects and programs;
- Ability to prepare effective promotional programs;
- Ability to perform work with speed, accuracy and attention to detail;
- Ability to make informed decisions in accordance with established policies and procedures;
- Ability to independently solve problems;
- Ability to establish and maintain effective working relationships with other City employees, Department Heads, Division Heads, and other supervisory personnel and the general public;
- Ability to communicate well with others, both verbally and in writing;
- Ability to handle confidential customer, employee and administrative information with tact and discretion;
- Ability to make quick and sound decisions under tight operating deadlines;
- Ability to prioritize multiple duties and responsibilities;

- Ability to effectively plan, organize, prioritize, motivate, supervise and evaluate the work of others;
- Ability to independently solve problems within assigned areas of responsibility;
- Ability to develop and implement short-term and long-range plans;

TRAINING/EDUCATION/QUALIFICATIONS

- Graduation from a college or university of recognized standing with an Associate's Degree or Bachelor's Degree in Environmental Science or related science program ; and
- Some responsible pre-professional or professional experience in environmental program management, 3-5 years desired if accompanied by an Associate's Degree, less than 3 years acceptable if accompanied by a Bachelor's Degree; or
- Any equivalent combination of education and training which provides the necessary knowledge, skills and abilities to perform the work.

ESSENTIAL SPECIAL REQUIREMENTS

ESSENTIAL PHYSICAL ABILITIES

- Possession of a valid Driver's License issued by the State of Ohio.
- Clarity of speech and hearing that permits the employee to communicate effectively with other City Departments and employees, staff, contractors, developers, engineering and other consultants and the general public;
- Sufficient vision, with or without correction, that permits the employee to produce and review a wide variety of reports, technical drawings and related materials;
- Sufficient manual dexterity that permits the employee to operate a keyboard and produce handwritten materials and notations and to lift and move equipment or materials from time to time;
- Sufficient personal mobility that permits the employee to visit and inspect other City and field work locations including various industrial and commercial properties.

. . . END . . .

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND SUPPLEMENTING SCHEDULE "A" OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN, AS SET FORTH IN ORDINANCE NO. OR2016-1-4, ADOPTED JANUARY 13, 2016, TO ADD THE NEW CLASSIFICATION OF ENVIRONMENTAL TECHNICIAN AND COMPLIANCE SPECIALIST

WHEREAS, the Administration of the City of Hamilton, Ohio recommends that the position of Environmental Technician and Compliance Specialist be established at Pay Range 37; and

WHEREAS, the Environmental Technician and Compliance Specialist performs moderately complex pre-professional or professional work in a field of Environmental Program management responsible for project or ongoing analytical problem solving.

WHEREAS, to accomplish the aforesaid it is necessary to amend and supplement existing Schedule "A" of the City's Classification and Compensation Plan as set forth in Ordinance No. OR2016-1-4, adopted January 13, 2016; and

WHEREAS, this Council desires that said amendment be made;

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

SECTION I: That Schedule "A" of the City's Classification and Compensation Plan, as set forth in Ordinance No. OR2016-1-4, adopted January 13, 2016, be and is hereby amended and supplemented to add the new classification of Environmental Technician and Compliance Specialist as set forth in detail below.

<u>Class Code</u>	<u>Title</u>	<u>Pay Range</u>	<u>Annual Salary Minimum – Maximum</u>
6119	Environmental Technician and Compliance Specialist	37	\$48,693 - \$62,525

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law after its passage.

PASSED: _____

Effective Date: _____

ATTEST: _____

City Clerk

Mayor

CERTIFICATE

I, Nick Garuckas, City Clerk for the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____

Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: John Creech, Senior Planner

Agenda Item: Final Plat – Gardner Ridge, Section One, Block B (JA Development, Applicant)

Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	Related Strategic Goal(s) <input checked="" type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> A Add new jobs <input type="checkbox"/> R Realize new investments <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
Ordinance or Resolution Ordinance	<input checked="" type="checkbox"/> 1 st Reading Date: 03-09-2016 <input checked="" type="checkbox"/> 2 nd Reading Date: 03-23-2016 <input type="checkbox"/> Public Hearing Date:	
Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i>	City Council (or other): Planning Commission: 02-15-2016	
Contract	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: No	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>
	General Fund: \$200.00	
	Other Funds: \$ 0.00	

POLICY ISSUE

Does City Council wish to approve the Final Plat of Gardner Ridge, Section One, Block B?

POLICY ALTERNATIVE(S)

Council may choose to not approve the Final Plat of Gardner Ridge, Section One, Block B.

STAFF RECOMMENDATION

It is the recommendation of this office that Council receives this report, concurs in the Recommendation of the Planning Commission, and adopts the necessary legislation to approve the Final Plat of Gardner Ridge, Section One, Block B.

STATUTORY/POLICY AUTHORITY

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton

FISCAL IMPACT SUMMARY

The City's current fiscal impact includes any staff time allotted to the review and approval of the Final Plat of Gardner Ridge, Section One, Block B estimated at approximately \$200.00.



BACKGROUND INFORMATION

This is a request submitted by JA Development for review and approval of the Final Plat for Gardner Ridge subdivision, Section One, Block B. The subject property is located just east of Gardner Ridge Section One, Block A (see attached location map). The property is zoned R-1 Single Family Residential. The preliminary plat for Gardner Ridge (formerly known as Oak Tree Hill) was reviewed and approved by the Planning Commission on November 1, 2004 and included 88 single family residential building lots. The final plat for Section One, Block A, comprised of 17 single family residential lots was approved on March 22, 2006. The original developer of Gardner Ridge was Dixon Builders.

FINAL PLAT

Section 1, Block B of the subdivision encompasses 10.1 acres and will create twenty-four (24) single-family residential building lots as shown on the attached record plat. All of the proposed lots meet the R-1 Zoning district standard with requires a minimum lot width of 80 feet and a minimum lot size of 10,000 square feet. The proposed lots range in size from 10,000 square feet to 38,027 square feet. All minimum lot widths meet or exceed 80 feet in lot width at building setback line.

The subdivision includes the dedication of an additional 140 lineal foot section of Golden Oak Drive and approximately 1,112 lineal foot of Weeping Oak Drive within a 60- foot wide public right-of-way. All public improvements have been installed as part of the project – items not currently installed include sidewalks which will be installed upon construction of the new homes.

RECOMMENDATION

The City Interdepartmental Review Committee has reviewed and approved the Record Plat for Gardner Ridge, Section One, Block B and City Staff has reviewed the Record Plat and found it is consistent with the approved Preliminary Plat and City Zoning Regulations.

The Planning Commission reviewed and approved the Record Plat for Gardner Ridge, Section One, Block B on February 15, 2016 and recommends that City Council approve the request for Final Plat approval for Gardner Ridge, Section One, Block B subject to the following condition of approval:

- 1) Separate performance and maintenance bonds to be submitted and approved for outstanding public improvements/installed public improvements in accordance with Section 1191 of the City of Hamilton Subdivision Regulations prior to the record plan being recorded with the Butler County Recorder.

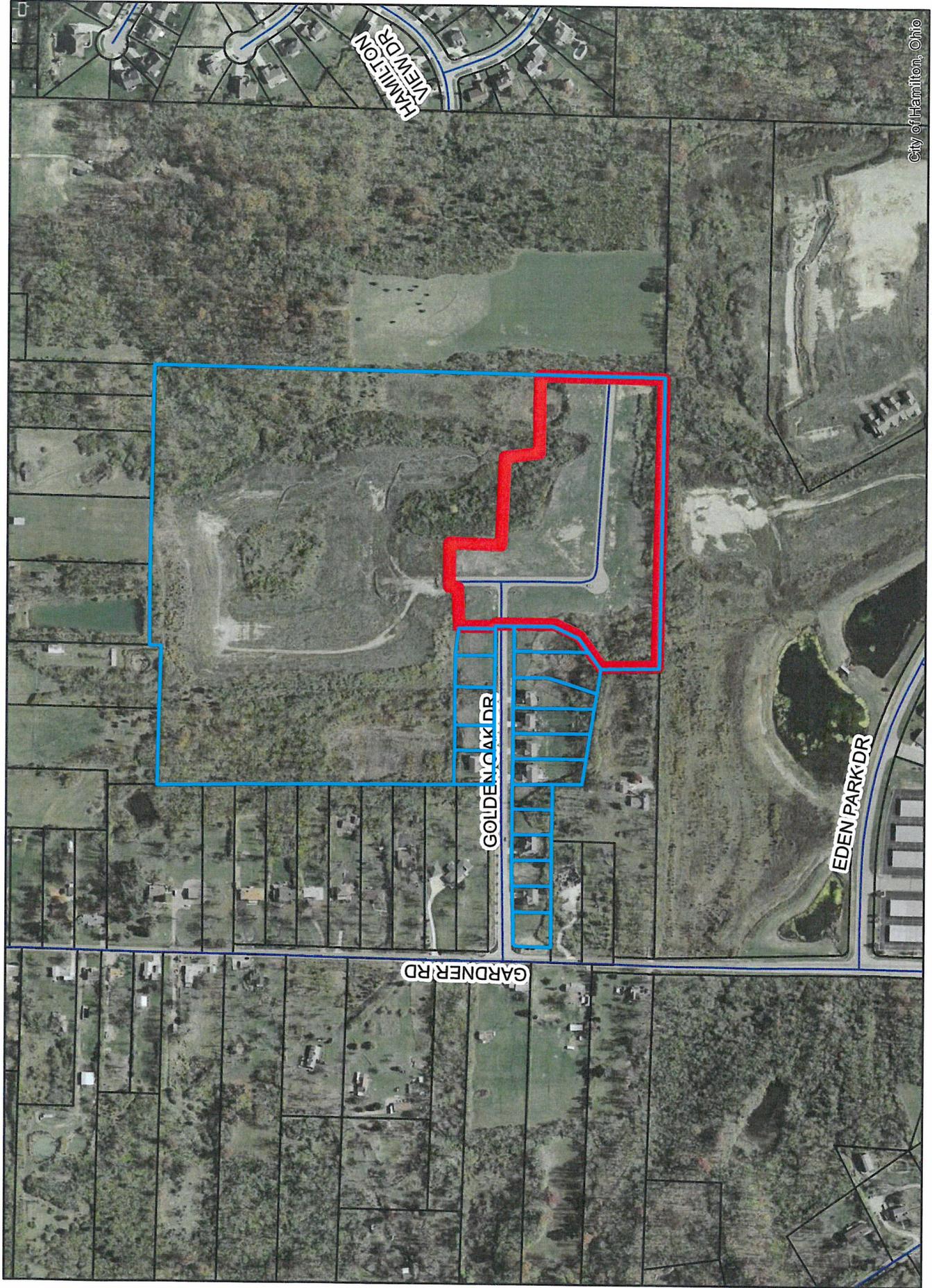
It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and directs the preparation of the necessary legislation to approve the Record Plat for Gardner Ridge, Section One, Block B, subject to the condition of approval.

ATTACHED INFORMATION

1. Location Map
2. Preliminary Plat, November 2004
3. Record Plat



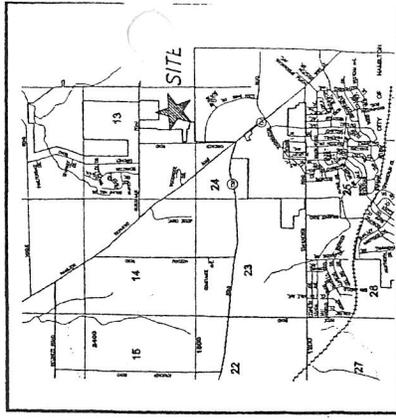
LOCATION MAP



City of Hamilton, Ohio

CONCEPT OAK TREE HILL

Lots 29621, 29617 & 29618
FIRST WARD, NORTHSIDE, CITY OF HAMILTO
BUTLER COUNTY, OHIO
SCALE: 1" = 100'
OCTOBER, 2004



VICINITY MAP

OWNER & DEVELOPER
Dixon Builders
7924 Jessie's Way
Hamilton, Ohio 45011
(513) 887-6400



APPROVED PRELIMINARY PLAN

November 1, 2004

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL OR OFFICIAL PLAT OF GARDNER RIDGE, SECTION ONE, BLOCK B, SITUATED IN THE FIRST WARD, NORTH SIDE OF THE CITY OF HAMILTON, BUTLER COUNTY, OHIO. (JA Development, Applicant)

WHEREAS, a request has been received from JA Development for the approval of the plat for the Gardner Ridge, Section One, Block B, representing the second phase of the Gardner Ridge single-family residential home development located east of Gardner Road, along Golden Oak Drive, in the First Ward North Side of the City of Hamilton, Butler County, Ohio; and

WHEREAS, the record plat will create 24 new single family residential building lots, ranging in size from 10,000 square feet to 38,027 square feet in area and the submitted final plat follows the originally approved Preliminary Plat for the Gardner Ridge Subdivision Washington West Estates Planned Development plan approved on November 1, 2004; and

WHEREAS, the Planning Commission reviewed and approved the final plat for Section One, Block B of the Gardner Ridge Subdivision on February 15, 2016 and recommended that City Council approve same subject to the condition that separate performance and maintenance bonds be submitted and approved for outstanding public improvements/installed public improvements in accordance with Section 1191 of the City of Hamilton Subdivision Regulations prior to the record plan being recorded with the Butler County Recorder.

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

SECTION I: That the final or official plat, for Gardner Ridge, Section One, Block B, situated in the First Ward, North Side of the City of Hamilton, Butler County, Ohio, heretofore approved by the Platting Commissioner and the Planning Commission of the City of Hamilton, Ohio, be and the same is hereby approved subject to the following condition:

Separate performance and maintenance bonds to be submitted and approved for outstanding public improvements/installed public improvements in accordance with Section 1191 of the City of Hamilton Subdivision Regulations prior to the record plan being recorded with the Butler County Recorder.

SECTION II: That all dedications, grants of land or easements and special covenants, conditions, and restrictions as shown on said plat are hereby accepted and confirmed.

SECTION III: This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Nick Garuckas, City Clerk of the City of Hamilton, Ohio, State of Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____.

Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: John Creech, Senior Planner

Agenda Item: Request to Rezone the vacant property located at the eastern terminus of Lincoln Avenue from R-2 Single Family Residence to R-4 Multi-Family Residence, City Lot No. 23680, situated in the Fifth Ward, City of Hamilton, Butler County, Ohio (AHEPA Senior Living, Applicant).

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input checked="" type="checkbox"/> A Add new jobs <input checked="" type="checkbox"/> R Realize new investments <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution Ordinance</p>	<input checked="" type="checkbox"/> 1 st Reading Date: 03-23-2016 <input checked="" type="checkbox"/> 2 nd Reading Date: 04-13-2016 <input checked="" type="checkbox"/> Public Hearing Date: 03-23-16	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): Planning Commission: 02-15-2016</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: No General Fund: \$200.00 Other Funds: \$ 0.00</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

POLICY ISSUE

Does City Council wish to approve the rezoning of property located at the eastern terminus of Lincoln Avenue(City Lot No. 23680), located in the City of Hamilton, from R-2 Single Family Residence District to R-4 Multi-Family Residence District?

POLICY ALTERNATIVE(S)

Council may choose to not approve the rezoning of property located at the eastern terminus of Lincoln Avenue(City Lot No. 23680), located in the City of Hamilton, from R-2 Single Family Residence District to R-4 Multi-Family Residence District.

STAFF RECOMMENDATION

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and adopts the necessary legislation to rezone property located at the eastern terminus of Lincoln Avenue (City Lot No. 23680), located in the City of Hamilton, from R-2 Single Family Residence District to R-4 Multi-Family Residence District.



STATUTORY/POLICY AUTHORITY

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton

FISCAL IMPACT SUMMARY

The City's current fiscal impact includes any staff time allotted to application to rezone the property located at the eastern terminus of Lincoln Avenue (City Lot No. 23680), located in the City of Hamilton, from R-2 Single Family Residence to R-4 Multi-Family Residence District estimated at approximately \$200.00.

INTRODUCTION

AHEPA (American Hellenic Educational Progressive Association) Senior Living has submitted an application for the rezoning of an 11.78 acre parcel located at the eastern terminus of Lincoln Avenue (public hearing map - Exhibit A). The property is currently zoned R-2 Single Family Residence. The applicant is proposing a zoning change from R-2 Single Family Residence to R-4 Multi Family Residence.

The property was the former Van Buren School site, which operated on the property from the mid 1950s to 2009. The City of Hamilton acquired the property as part of a land transfer with the Hamilton City School District in 2011. The property is currently a vacant lot. The reason for this rezoning is to allow for the future development of a senior living apartment community with 125 units of assisted living and 44 units of senior living cottages (conceptual site plan and building renderings attached as Exhibit B).

On March 30, 2015 the City of Hamilton placed an ad in the Journal News seeking Development Proposals for the Lincoln Avenue property. The deadline to apply was June 2, 2015. The development proposal from AHEPA was the accepted bid and on December 9, 2015 City Council approved the sale of the property.

At the request of the City of Hamilton, AHEPA held a neighborhood meeting to provide information to abutting residents about the development proposal. AHEPA notified all property owners within 500 feet of the property with a letter of introduction and details of their project attached as Exhibit C. City of Hamilton staff also attended the neighborhood meeting. There were a number of questions raised by abutting property owners at the meeting that were addressed by the architect and engineer of AHEPA. At the conclusion of the meeting AHEPA agreed to hold another meeting with area residents to share their plan.

PLAN/PROPOSAL ANALYSIS

ZONING

The property located at eastern terminus of Lincoln Avenue is currently zoned R-2 Single Family Residence District. The area surrounding Lincoln Avenue is predominantly R-2 Single Family Residence District directly to the north and west and R-3 One to Four Family Residence District further west. The south and east boundary of the property abuts Fairfield Township. The abutting properties in Fairfield Township are residential and zoned R-3 One to Two Family Residence District (Exhibit D).

The applicant is requesting to rezone the subject property to R-4 Multi Family Residence to allow for the construction of a senior living apartment community with 125 units of assisted living and 44 units of senior living cottages. Lincoln Avenue currently terminates into the property and is proposed to be the vehicular access point on the development if the rezoning request is approved.

BUILDING

If the rezoning request is approved, AHEPA intends to submit detailed plans for a two phase development for senior living apartments. Phase 1 would be 125 units of assisted living in a single building. Phase 2 would be 44 units of senior living cottages in 12 buildings. Conceptual development plans are attached as Exhibit B.

Final plans for development and construction on this property would first be reviewed by City of Hamilton Departments through the Interdepartmental Review process prior to any building or construction approvals and must adhere to all applicable building and land development regulations.



A total of two hundred and seventeen (217) public hearing notices were mailed to property owners within 500 feet of the Lincoln Avenue property before the Planning Commission public hearing which included residents of the City of Hamilton and Fairfield Township.

RECOMMENDATION

The Planning Commission held a public hearing and reviewed the proposed rezoning regarding the 11.78 acres property on February 15, 2016 and recommend approval by City Council.

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and directs the preparation of the necessary legislation to rezone the vacant property located at eastern terminus of Lincoln Avenue from R-2 Single Family Residence to R-4 Multi-Family Residence, City Lot No. 23680, situated in the Fifth Ward, City of Hamilton, Butler County, Ohio.

ATTACHED INFORMATION

1. Exhibit A – Public Hearing Map
2. Exhibit B – Conceptual Site Plan & Building Plans
3. Exhibit C – AHEPA Neighborhood Meeting Notification
4. Exhibit D – Zoning Map
5. Exhibit E – Application for Rezoning

COPIES PROVIDED TO:

AHEPA Senior Living, Applicant



1. Exhibit A - Public Hearing Map

2311 LINCOLN AVENUE PUBLIC HEARING MAP



 2311 Lincoln Avenue

0 100 200 400 Feet



2. Exhibit B - Conceptual Site Plan & Building Plan

AHEPA
Senior Living Apartments
of Hamilton Ohio

11/15/2011
PROJECT #

DEVELOPMENT SUMMARY

Site Area: 11.7 acres (500,940 s.f.)

Lot Coverage:

Buildings: 108,938 s.f.
- Main Bldg: 57,570 s.f.
- Cottages: 51,368 s.f.

Pavement: 47,742 s.f.
Asphalt: 11,692 s.f.
Green Space: 239,045 s.f.

Buildings: (1) RPD
(3) 4-Unit Buildings
(2) 2-Unit Buildings
TOTAL: 11

RESIDENTIAL PLANNED DEVELOPMENT (RPD):

Units: 59
1st: 66
2nd: 66
TOTAL: 125

Parking: 82 (2 HC)

4-UNIT BUILDINGS:

1-BR: 20
2-BR: 20
TOTAL: 40

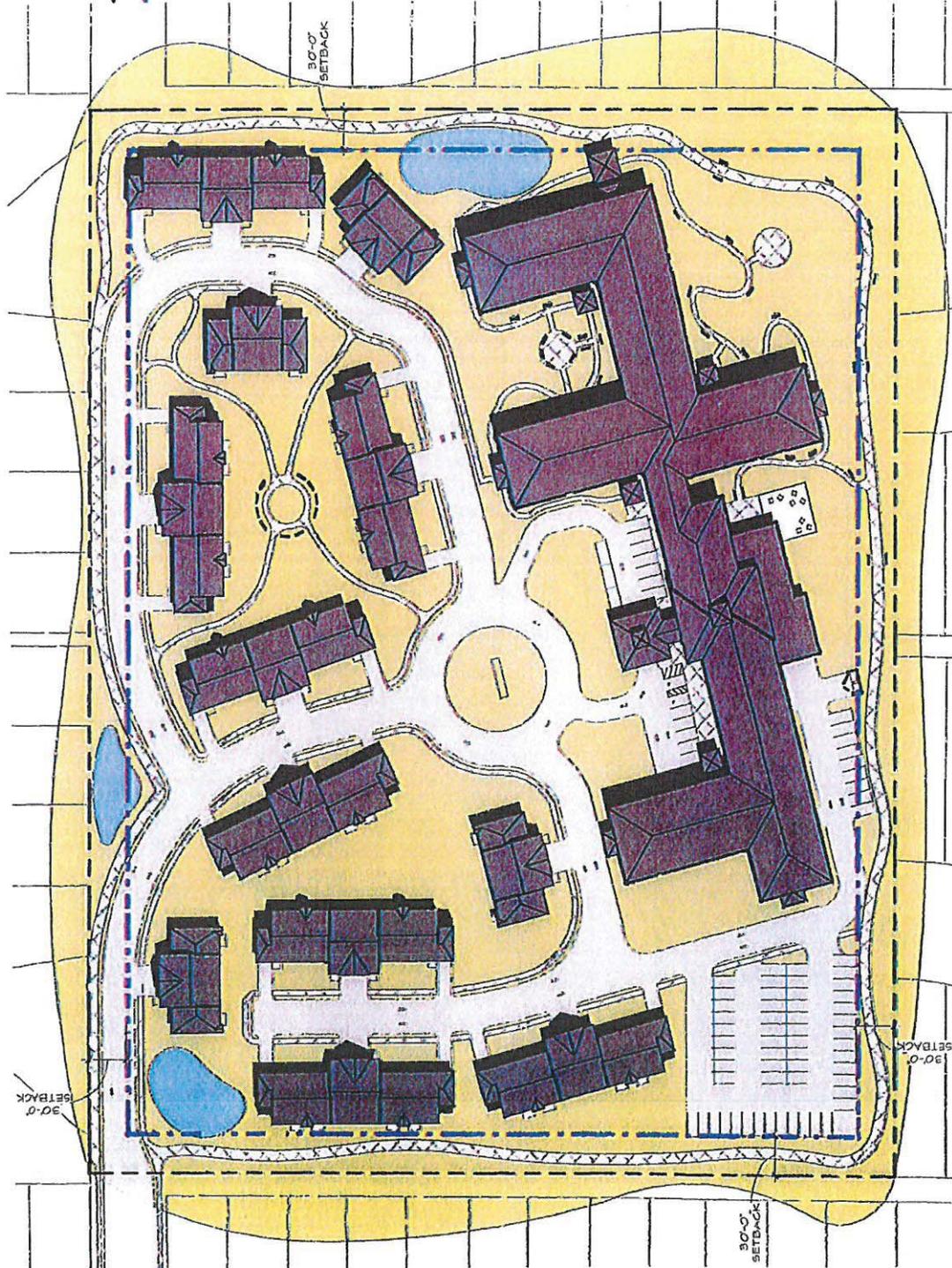
Parking: 40 garage
40 driveway
TOTAL: 80

SCHEMATIC

11/15/2011
PROJECT #

SITE PLAN

1A

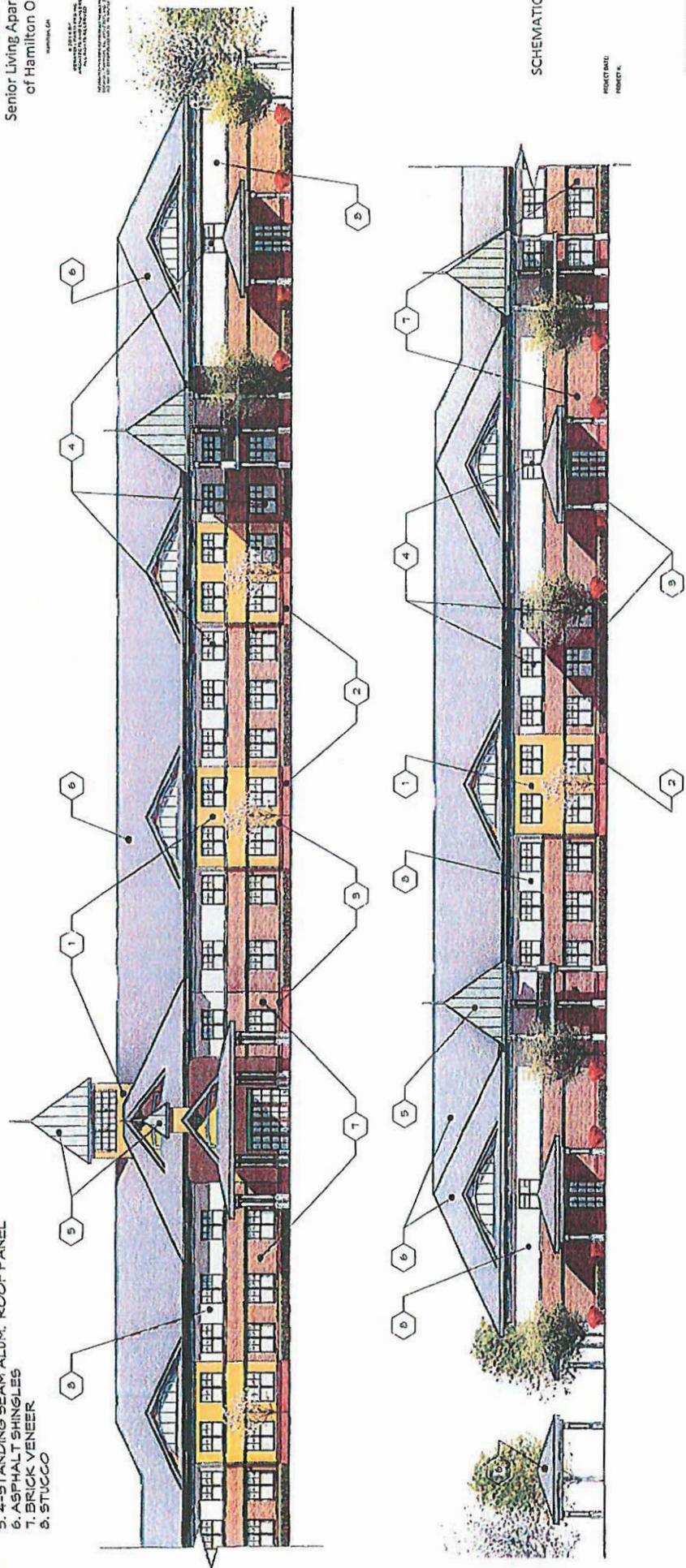


site plan 1" = 80'-0"

ARCHITECT
AHEPA
1000 W. WASHINGTON ST. SUITE 100
HAMILTON, OH 45011
PH: 513.263.1111
WWW.AHEPA.COM

MATERIALS

1. STONE VENEER
2. BRICK BASE
3. ROWLOCK
4. CLAD WINDOW
5. 4-STANDING SEAM ALUM. ROOF PANEL
6. ASPHALT SHINGLES
7. BRICK VENEER
8. STUCCO



SCHEMATIC

PROJECT #10
PROJECT #10

ELEVATIONS

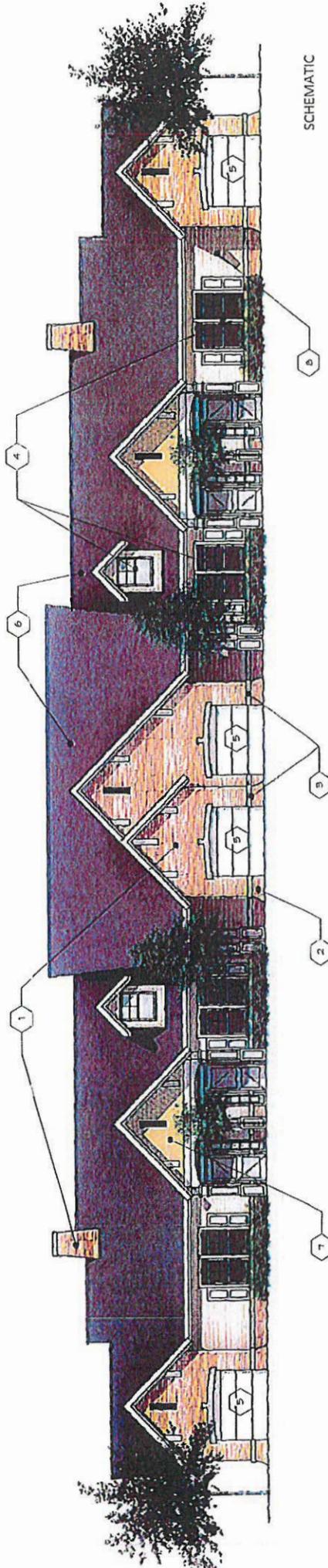


west elevation 1" = 20'-0"

ARCHITECT
BERARDI + ASSOCIATES
1000 W. WASHINGTON ST.
CINCINNATI, OH 45202
TEL: 513.251.1111
WWW.BERARDI-ARCHITECTS.COM

MATERIALS

1. STONE VENEER
2. STONE BASE
3. SYNTHETIC STONE BAND
4. CLAD WINDOW
5. 4-PANEL GARAGE DOOR
6. ASPHALT SHINGLES
7. FISH-SCALE SIDING
8. SIDING



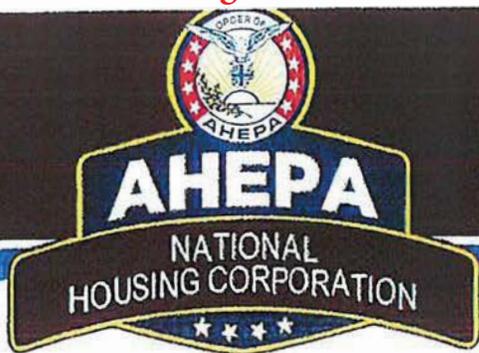
SCHEMATIC

PROJECT DATE: 10/15/2015
PROJECT #: 13118

ELEVATIONS

unit building elevation 3/32" = 1'-0"

3. Exhibit C – AHEPA Neighborhood Meeting Notification



10706 Sky Prairie Street, Fishers, IN 46038
317-845-5890 :office 317-288-0811 :fax
www.ahepahousing.org info@hepahousing.org

Date: Jan 28, 2016

Dear Hamilton Area Property Owner:

The purpose of this letter is to notify you of an application that will be filed with the City of Hamilton for a land use proposal involving property adjacent to, or in close proximity to, property shown in your ownership by Butler County tax records.

AHEPA National Housing Corporation is holding a neighborhood meeting to provide information to area residents about the nature of the proposal. Representatives of the applicant will be present to explain their application, answer questions, and solicit comments.

Meeting Date: February 8, 2016

Location: Cherry Valley United Baptist Church
Corner of Lincoln & Parkamo

Time: 6:00 PM

Type of Application: Rezoning Request of 2231 Lincoln Avenue from R-2 to R-4

General Description: Enclosed find City of Hamilton Public Notice, description and site map.

If you have any questions prior to or after this meeting, you may contact us at 317-845-5890.

Sincerely,

Demetri N. Damaskos, Director of Development

cc: City of Hamilton Planning Department

Classis

DAILY JOURNAL

**NOTICE TO BIDDERS
PUBLIC AUCTIONS/SALES
PUBLIC HEARINGS
PUBLIC NOTICES
SEIZED PROPERTY
SHERIFF SALES
ZONINGS**

SAID ROAD AND THE EAST LINE OF SECTION NUMBER 2, THENCE SOUTH 2 DEG. 43' EAST, 1316.79 FEET; THENCE NORTH 2 DEG. 43' EAST, 1316.79 FEET TO THE CENTER OF THE OXFORD STATE ROAD, THENCE ALONG THE CENTER OF SAID ROAD, N 81 DEG. 00' WEST 325.02 FEET TO THE POINT OF BEGINNING, CONTAINING 4.885 ACRES EXCEPTING SO MUCH OF SAID LAND AS OWNED BY THE STATE OF OHIO TO BE USED FOR ROAD PURPOSES.

SAVE AND EXCEPTING, HOWEVER, CERTAIN PORTION OF THE ABOVE PREMISES CONTAINING 1.137 ACRES, MORE OR LESS CONVEYED TO THE STATE OF OHIO ON DECEMBER 17, 1964, AND BEING DESCRIBED AS FOLLOWS: BEING A PARCEL OF LAND LYING ON THE RIGHT SIDE OF THE CENTER LINE OF A SURVEY, MADE BY THE DEPARTMENT OF HIGHWAYS, AND RECORDED IN BOOK PAGE OF THE RECORDS ON BUTLER COUNTY, OHIO, AND BEING LOCATED WITHIN THE FOLLOWING DESCRIBE POINTS IN THE BOUNDARY THEREOF: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 2, THENCE SOUTH 17 DEG. 25' 17" EAST ALONG THE EAST LINE OF SECTION 2 A DISTANCE OF 1335.43 FEET TO A POINT IN THE CENTER LINE OF EXISTING STATE ROUTE 73; THENCE NORTH 79 DEG. 47' 46" WEST ALONG SAID EXISTING CENTERLINE A DISTANCE OF 1317.67 FEET TO THE GRANTOR'S NORTHWESTERLY PROPERTY CORNER; THENCE SOUTH 9 DEG. 35' 44" EAST ALONG THE GRANTOR'S WESTERLY PROPERTY LINE A DISTANCE OF 696.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEG. 16' 34" EAST A DISTANCE OF 172,480 FEET TO A POINT IN THE GRANTOR'S EASTERLY PROPERTY LINE; THENCE SOUTH 100 DEG. 49' 58" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 614.00 FEET TO THE GRANTOR'S SOUTHERLY PROPERTY CORNER; THENCE NORTH 9 DEG. 35' 44" WEST ALONG THE GRANTOR'S WESTERLY LINE A DISTANCE OF 694.55 FEET TO THE POINT OF BEGINNING.

IT IS UNDERSTAND THAT THE LAND BEING CONVEYED CONTAINS 3.748 ACRES, MORE OR LESS.

APPRAISED AT: \$123,933.33
MINIMUM BID: \$32,622.22

There was not an inside inspection of the property and the master commissioner is not liable for conditions of the property upon confirmation of the sale.

TERMS OF SALE: 10% buyer's premium to be added to successful high bid. 10% of the sale price down at time of sale with check or money order; balance due thirty days from sale.

**MASTER COMMISSIONER:
BRENT SEMPLE,
C. GARTH SEMPLE & ASSOCIATES, INC.**
www.semplesells.com
ATTORNEYS: FLAGEL & PAPAKIRK LLC
BENJAMIN M. RODRIGUEZ, ESQ., 50 EMBASSY BUSINESS WAY, SUITE 410, CINCINNATI, OHIO 45241, (513) 984-8111.
17138332 3-30, 4-6, 4-13/2015

**COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO**

**U.S. Bank National Association
Plaintiff,
-vs-
The Unknown Heirs, Devisees,
Legatees, Executors, Administrators,
Spouses and Assigns and the
Unknown Guardians of Minor
and/or Incompetent Heirs of
Chris A. Miller, et al.**

erly, and the proceeds of said sale be applied according to law.
Said Defendant is required to file an Answer within twenty-eight (28) days after last publication, which shall be published once a week for three (3) consecutive weeks, or they might be denied a hearing in the case.

Submitted by:
Daniel A. Cox (0076469)
D. Anthony Sottile (0075101)
Attorneys for Plaintiff
Anselmo Lindberg Oliver LLC
1771 W. Dell, Suite 120
Naperville, Illinois 60563
Voice: (513) 965-3131
Fax: (630) 428-4620
Email: OhioCourts@alcilawgroup.com
17137989 3-30, 4-6, 4-13/2015

**LEGAL NOTICE OF PUBLICATION
COMMON PLEAS COURT,
BUTLER COUNTY, OHIO**

Defendant:
JORGE HERRERA ANDRADE
Last Address: UNKNOWN ADDRESS

The defendant, whose place of residence is unknown, will take notice that a complaint for divorce has been filed against you in the Domestic Relations Division of the Butler County Court of Common Pleas, 315 High Street, 2nd Floor, Hamilton, Ohio 45011, (513) 887-3352. If you do not file an answer with the court, a judgment may be granted to the defendant for the relief demanded.

Case Number: DR2015020110
File Date: FEBRUARY 25, 2015
Plaintiff: MARIA ANDREA GRANADOS LEDEZMA
Attorney: MICHELE L FLANNIGAN
432 WALNUT STREET SUITE 1100
CINCINNATI, OH 452020

MARY L. SWAIN
Butler County Clerk of Courts
Jody Whisman Miller
Deputy Clerk
17122243
3-16, 3-23, 3-30, 4-6, 4-13, 4-20/2015

LEGAL NOTICE

Notice is hereby given that the West Chester Township Trustees adopted the following resolution at their regular meeting on Tuesday, March 24, 2015: statutory Res. No. 08-2015 rescinding resolution No. 94-15 and replacing and revising the name, members and meeting schedule of the West Chester Township Records Commission - attest: Bruce Jones, Fiscal Officer. Complete text may be viewed or obtained at the office of the West Chester Township Fiscal Officer, 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069, 8:30 a.m. to 4:30 p.m. Monday through Friday.
West Chester Township Trustees
Bruce Jones, Fiscal Officer
Judith C. Boyko, Administrator
17135757 3-30, 4-9/2015

**PROBATE COURT OF
BUTLER COUNTY, OHIO
RANDY T. ROGERS, JUDGE
IN RE: CHANGE OF NAME OF
Melinda Chyenne McBride - Tuggle**

CASE NO. P13-02-0077
**NOTICE OF HEARING ON
CHANGE OF NAME**
Applicant hereby gives notice to all interested persons and to Christopher Sheridan Wado whose last known address is 8370

Pippin Road, Cincinnati, Ohio 45239 that the applicant has filed an Application for Change of Name in the Probate Court of Butler County, Ohio, requesting the change of name of Melinda Chyenne Wade to Melinda Chyenne McBride-Tuggle. The hearing on the application will be held on the 4th day of May 2015, at 2:30 o'clock p.m. in the Probate Court of Butler County located in the Historical Butler County Courthouse, 101 High St., Second Floor, Hamilton, OH 45011. 17137617 3-30/2015

**LEGAL NOTICE OF PUBLICATION
COMMON PLEAS COURT,
BUTLER COUNTY, OHIO**

Defendant:
NOEL A. KRATZER
Last Address: UNKNOWN ADDRESS

The defendant, whose place of residence is unknown, will take notice that a complaint for divorce has been filed against you in the Domestic Relations Division of the Butler County Court of Common Pleas, 315 High Street, 2nd Floor, Hamilton, Ohio 45011, (513) 887-3352. If you do not file an answer with the court, a judgment may be granted to the defendant for the relief demanded.

Case Number: DR2015020121
File Date: FEBRUARY 27, 2015
Plaintiff: MICHAEL R KRATZER
Attorney: TYLER P WEBB
423 READING ROAD
MASON, OH 45040

MARY L. SWAIN
Butler County Clerk of Courts
Jody Whisman Miller
Deputy Clerk
17122243
3-16, 3-23, 3-30, 4-6, 4-13, 4-20/2015

NOTICE OF FILING CREDITOR'S BILL, Theodore Cole, Plaintiff, versus Ellen R. Cole, Defendant (last known address 5238 Lancaster Trail, Middletown, OH, 45044). Butler County Court of Common Pleas, 315 High Street, Hamilton, OH, 45011, Case No. CV-2015-02-0447. To collect on judgment. Defendant is required to answer the complaint within 28 days of this publication.
17107048
3-1, 3-8, 3-15, 3-22, 3-29, 4-5/2015

**COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO
NOTICE OF SUIT FOR FORECLOSURE OF LIEN
FOR DELINQUENT TAXES BY THE TREASURER
OF BUTLER COUNTY, OHIO**

TO: The following individuals and entities, and their respective unknown heirs, devisees, legatees, executors, administrators, spouses, successors, and assigns and unknown guardians of minor and/or incompetent heirs:

**WILLIAM F. BURGER, AND JANE DOE,
UNKNOWN SPOUSE OF WILLIAM F.
BURGER, LKA 7826 MEYERS ROAD,
MIDDLETOWN, OH 45042
BRENDA BURGER, AND JOHN DOE,
UNKNOWN SPOUSE OF BRENDA BURGER,
LKA 7826 MEYERS ROAD, MIDDLETOWN,
OH 45042**

NOTICE is hereby given that on January 8, 2015, Nancy E. Tressler, Treasurer of Butler County, Ohio, filed a Complaint in the Court of Common Pleas of Butler County, Ohio, case no. CV2015-01-0029, to foreclose upon the lien of the State of Ohio for delinquent real estate taxes, assessments and penalties upon the below described real estate in which the above-described persons or entities may claim an interest as owners, beneficiaries, or otherwise, to-wit:

Being all of Lot Number Fourteen (14) con-

taining 5.32 acres on the recorded plat of Poestkorn Heights, Part One, also the following described part of Lot Number Thirteen (13) of the above noted plat:

Beginning at a point at the Southwest corner of said Lot Number Thirteen (13); thence Eastward along the South line thereof 150.0 feet to a point which point is 325 feet Eastward from the Southwest corner of said Lot Number Fourteen (14); thence Northwest parallel with the West line of said Lot Number Fourteen (14), a distance of 1327.9 feet to a point on the North line of said Lot Number Thirteen (13), which point is approximately 203.73 feet Eastward from the Northwest corner of said Lot Number Fourteen (14); thence Westward along the North line of said Lot Number Thirteen (13) a distance of 150.0 feet to the Northwest corner thereof; thence Southward along the West line of said Lot Number Thirteen (13) 1327.76 feet to the place of beginning, containing 4.58 acres.

Saving and excepting from the above described real estate that part of Lot Number Fourteen (14) Poasttown Heights Plat, Part One, recorded in Plat 8, Page 2 of the Records of Butler County, Ohio, bounded as described as follows

Beginning at a point at the southwest corner of said Lot No. 14; thence northward along the west line of said Lot, 289 feet to a point thence eastward parallel with the south line of said tract 112 feet to a point; thence southward parallel with the west line of said Lot, 389 feet to a point on the south line thereof; thence westward along the south line of said Lot, 112 feet to the place of beginning containing one acre, more or less.

Property Address: 7826 Myers Road
Middletown, Ohio 45042 (and vacant land)
Permanent Parcel Number:
E2220-041-000-038 and E2220-041-000-039

Within twenty-eight days after the publication of this notice, each of the above-named defendants is required to serve upon the Prosecuting Attorney of Butler County, Ohio, the address listed below, a copy of an answer to the complaint. Within three days of the service of a copy of the answer on the Prosecuting Attorney, your answer must be filed with the Clerk of the Court, 315 High Street, Hamilton, Ohio 45011.

**DAN L. FERGUSON, 0036957
ASSISTANT PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO
315 High Street, 11th Floor
Hamilton, Ohio 45011
(513) 887-3478**
17121131 3-16, 3-23, 3-30/2015

What's at Journal-News.com? Job homes for sale and rent, merchandise and announcements, obituary notices, gara sales, autos for sale - and much more!



CONTRACT #15-13

**SALE OF SURPLUS REAL PROPERTY -
2311 Lincoln Avenue, Hamilton, Ohio**

THE CITY OF HAMILTON, OHIO

The City of Hamilton, Ohio invites interested parties to submit Development Proposals for the purchase of surplus real property.

The City of Hamilton is seeking development proposals for 2311 Lincoln Avenue, an 11.78 acre parcel owned by the City of Hamilton approximately 0.5 miles east of State Route 4 and 2.5 miles southeast of downtown Hamilton.

Electronic proposals will be received on or before June 2, 2015 at 4 PM (E.D.T.), respondents should submit one electronic copy in PDF format of the Development Proposal to the City of Hamilton at econdeve@hamilton-oh.gov.

Copies proposal forms may be obtained from the Purchasing Agent, One Renaissance Center, 345 High Street, Finance Dept. 7th Floor, Hamilton, Ohio 45011 or via email request at econdeve@hamilton-oh.gov.

The City reserves the right to reject any and all responsive proposals, and advertise again, or to accept any Proposal which may be deemed to advance the best interest of the City of Hamilton, Ohio.

John Hoskinson
Purchasing Agent

Joshua A. Smith
City Manager
17140055 3-30/2015

**MASTER COMMISSIONER'S
PUBLIC AUCTION SALE
CASE NO. CV 2014 04 1538
FIRST FINANCIAL BANK, NA,
PLAINTIFF
VS.
RONALD BAKER, ET AL.,
DEFENDANTS
BUTLER COUNTY
COMMON PLEAS COURT**

By virtue of a court order in the above case, the duly appointed Master Commissioner, Brent Semple of C. Garth Semple and Associates, Inc., will sell by auction at 15 Oxford State Rd., Middletown, OH 45044 on Tuesday, the 28th day of April, 2015 at 11:00 o'clock A.M. the following described Real Estate, to-wit:
Property Address: 15 OXFORD STATE ROAD, MIDDLETOWN, OH 45044
PPN: C1710-019-000-019 AND
C1710-019-000-020
SITUATED IN SECTION 2, TOWN 1, RANGE 4, AND IN LEMON TOWNSHIP, BUTLER COUNTY, OHIO, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS BEGINNING AT A POINT IN THE OXFORD STATE ROAD, NORTH 81 DEG. 00' WEST, 1317.49 FEET FROM THE POINT OF INTERSECTION OF THE CENTER OF

AHEPA SENIOR LIVING APARTMENTS OF HAMILTON

Hamilton, Butler County, Ohio

PROJECT NARRATIVE—January 26, 2016

AHEPA National Housing Corporation is pleased to present the development of 125 Senior Living Apartment dwelling specifically designed to provide **Enhance Living opportunities** for our clients as they **'age in place'**. Effectively an Assisted Living environment is being created which will address the most typical Activities of Daily Living. Residents will be screened thoroughly by Gardant Communities, our Operations Company, and determinations will be made of whether residents are qualified for our facilities....individuals with critical needs will be recommended for placement at other facilities including Skilled Nursing Care. Our building will be located on vacant land located at 2311 Lincoln Avenue in Hamilton, Butler County, Ohio, and consisting of 11.78 acres. The proposed development is provided with a keen interest to meet all of the Development Objectives defined for the City of Hamilton, aligning with the City's goals to activate vacant underutilized properties, while enhancing the overall vitality of the community.

This project's primary goal is an overarching response to need for supporting a significant elderly population in Hamilton, largely through the development of **a two-story Senior Development** enhanced by all components and services attached to traditional Assisted Living. Additionally housing, though modest dwellings, is also provided for the more independent elderly as part of the 'campus'.

Considering development of the entire 11.78 acre parcel, we have introduced these two distinct components of housing. Upon entering the site we move through a view corridor flanked by 'Cottage Style' dwellings, creating the sense of a traditional neighborhood street, which ultimately leads us to our 2-story 'Central Building'. The 'Cottages' will be developed as part of second Phase, and will likely be funded through the 9% Low Income Housing Tax Credit program. And the Central Building will house 125 dwelling specifically designed for use by our Elderly Population with special needs for assistance in daily living. Additionally the Central Building will be our 'Campus Hub' for socialization and services available to all Campus Residents.

Perhaps the most significant part as **'innovation'** for planning of the Central Building is the creating **'distinct neighborhoods'**, which can easily support the varying needs of our populations as the age in place. As examples, and without specific definition for location within the Central Building, we could easily define one neighborhood to provide services to elderly with rehabilitation needs...recent release from hospitals or other care settings. Another neighborhood could be adjusted and defined for elderly with early onset stages of dementia.

January 26, 2016

AHEPA Senior Living Apartments---Hamilton

Project Narrative and Design Concept

Page 2 of 4

And of course any neighborhood could simply respond to any of the characteristic needs to support a menu of activities for daily living. Each of these neighborhoods are planned to include ample socialization spaces and facilities for satellite dining, while central building facilities respond to all psycho-social needs of the elderly. Special spaces and accommodations will include:

- *Central dining, with the addition of private dining areas*
- *Central activities spaces, which will include theater lounge, casual living rooms, libraries, barber/beauty areas, and craft areas*
- *Active spaces to included wellness and fitness areas*
- *Space designated to provide facilities for visiting medical staff*
- *Various lounge areas and private spaces for family gatherings*
- *Limited central therapeutic bathing and therapy areas*
 - *It must be clearly understood that limited therapies and assistance with bathing could be provided with each dwelling unit, given ample resources planned therein....fostering dignity and privacy!*
- *Additionally exterior open site areas will be defined by an 8' wide multi-modal perimeter trail which travels the entire perimeter of the site and is measured to be in excess of 2,000 feet*
- *Passive and active open space amenities will exceed 5% of the site....raised garden and flower areas, and outdoor fitness as part of the trail, as well as open lawn areas.*

Other innovations for the total development will become manifest as part of building systems design, all of which have been self-scored with SOL Development LLC, the project LEED Consultants of Cincinnati, to achieve a minimum of a LEED Silver designation, and may include:

- *Special lighting systems*
- *Energy monitoring systems controls for electrical and mechanical services*
- *High efficiency HVAC systems*
- *Low-flow water savings fittings*
- *Rain gardens for on-site water controls*
- *Material waste and controls during the construction period, etc....*

berardi +
ARCHITECTS

January 26, 2016

AHEPA Senior Living Apartments---Hamilton

Project Narrative and Design Concept

Page 3 of 4

Specifically considering dwelling units, they have been planned providing fully accessible bathing, and limited kitchen facilities; the latter is designated as limited since our proposal include a central dining and dietary department, fostering both socialization as well as maintaining strict dietary controls..... the latter to ensure proper and adequate food intake, most often set aside and forgotten by our elderly. At the same time while dwellings for our 'cottagers' promote more independent living, given complete apartments with full kitchens and accessible bathing, our intent is to offer meals programs which can be easily accessed by our more independent elderly from the cottages, through use of the 'restaurant style dining' within the Central Building. Not only dining is offered here, but this expands the socialization aspect of 'campus life' for all residents of AHEPA Senior Living Apartments. And as evident from review of our Cottage dwelling unit planning, each dwelling is providing with one garage space along with one open driveway space. Private patios and covered porches are also noted for inclusion and enjoyment of each Cottager.

DESIGN CONCEPT

The principal tenet which we at **Berardi+** hold close as we develop all planning for the AHEPA organization is to provide sustainable architecture through effective and efficient planning, as well as the use of good choices when selecting materials which provide for long term useful life. While planning may be our first agenda item to ensure that we respond to the needs of our user populations, careful thought for on-going maintenance and uninterrupted operations is always a parallel direction.

Following those guidelines by LEED is a good beginning step, but creating environments, with special consideration to the building envelope leads to good architecture with a minimum of cost attributed to regular maintenance. The use of 'all masonry' exterior is always a good beginning to ensure positive results in reductions for maintenance but is also a substantial attribute when considering energy conservation. In this instance we are providing an exterior envelope which is not less than 70% masonry, using a combination of brick and stone, in conjunction with pre-finished cementitious materials for the balance of surface veneer.

Other considerations associated with site planning, provide an internalized plan to maximize our own security and defensible environment. Our perimeter may include a combination of decorative fencing as well as screen mounding combined with opaque planting details above mounds. And for the convenience of our residents we will provide connectivity to the community at large with a connector walk system from the public right of way to our internal sidewalks.

berardi+

January 26, 2016

AHEPA Senior Living Apartments---Hamilton

Project Narrative and Design Concept

Page 4 of 4

As noted by appended site planning, the site area is 500,940 +/- square feet, while our building cover is 119,033 sf or the equivalent of 23%; pavement areas and asphalt are 131,538 sf. Our green space is 250,399 sf or the equivalent of 49.98%. Effectively our open Space Ratio is approximately 77%.

And while a tree survey remains to be completed, our commitment is to retain as much of the natural environment as possible, permitting for the best building placement and development of the most desirable site features.

Finally note that we have elected a soft traditional style of architecture which blends several characteristic elements of varied form, as we created a resort style environment. And while styles may vary, a more distinct singular style can easily be achieved within the plan forms that we are suggesting.

END OF NARRATIVE

berardi +
ARCHITECTS

ARCHITECT
BERARDI + PARTNERS
1000 W. WASHINGTON ST., SUITE 100
CINCINNATI, OH 45202
TEL: 513.533.1100
WWW.BERARDI.COM

DEVELOPMENT SUMMARY

Site Area: 11.7 acres
(500,940 s.f.)

Lot Coverage:

Buildings: 108,839 s.f.
- Main Bldg: 57,570 s.f.
- Cottages: 51,369 s.f.
Pavement: 47,742 s.f.
Asphalt: 11,192 s.f.
Green Space: 239,045 s.f.

Buildings:

(1) RPD
(8) 4-Unit Buildings
(2) 2-Unit Buildings
TOTAL: 11

RESIDENTIAL PLANNED DEVELOPMENT (RPD):

Units: 59
1st: 66
2nd: 125
TOTAL: 185

Parking: 82 (2 HC)

4-UNIT BUILDINGS:

1-BR: 20
2-BR: 20
TOTAL: 40

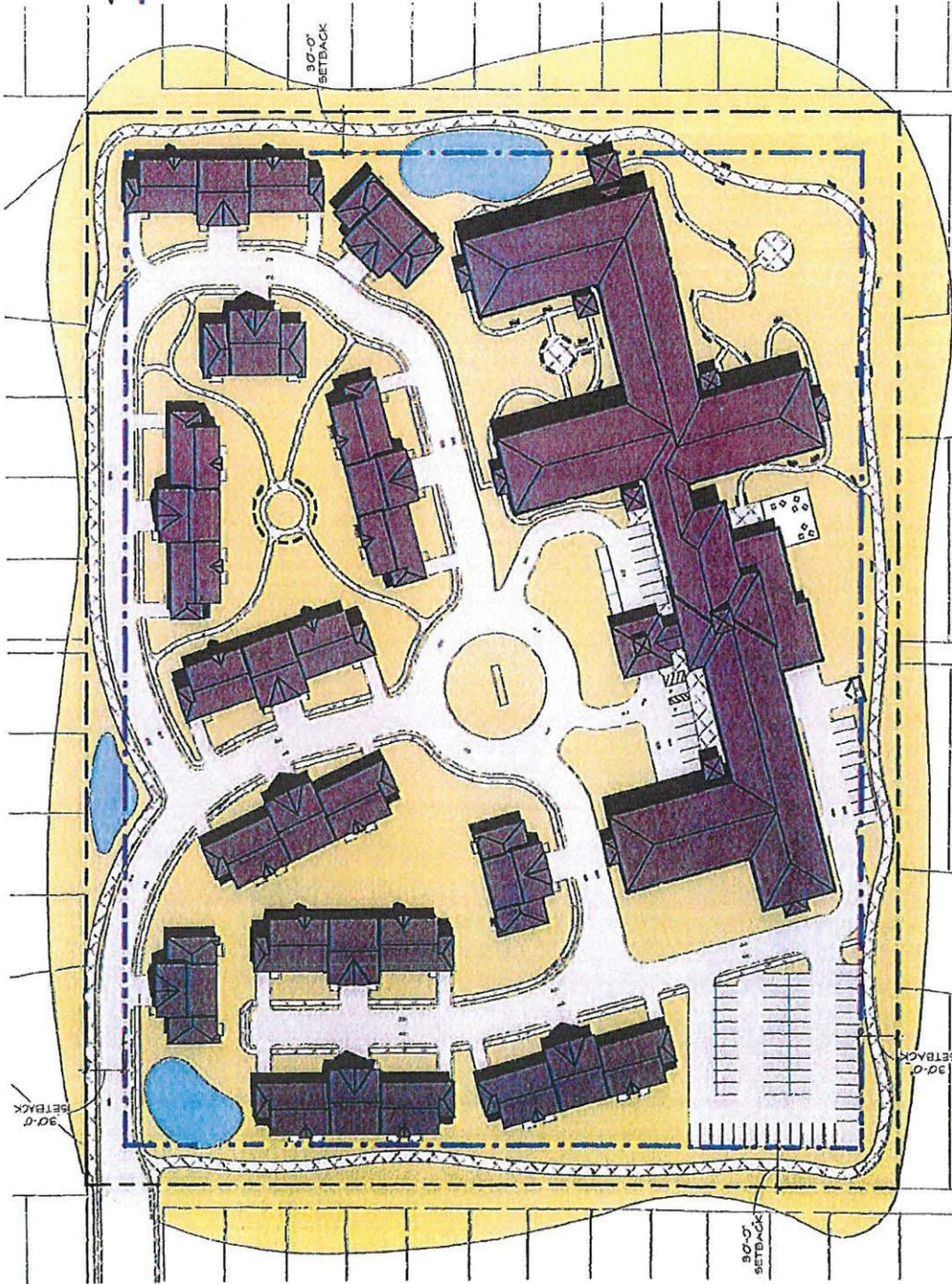
Parking: 40 garage
40 driveway
TOTAL: 80

SCHEMATIC

RESIDENTIAL
PROPERTY

RENTALS
TRAIL

SITE PLAN



site plan 1" = 80'-0"

30'-0"
SETBACK

30'-0"
SETBACK

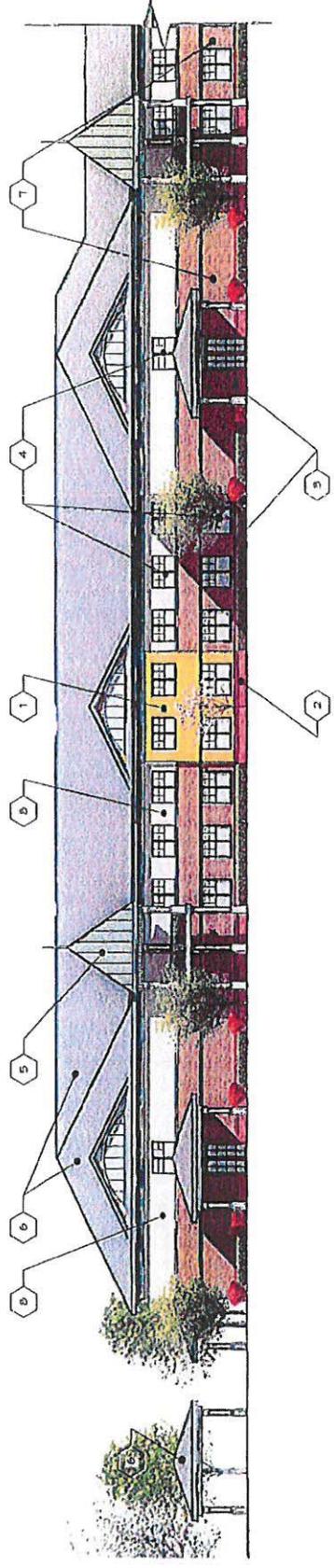
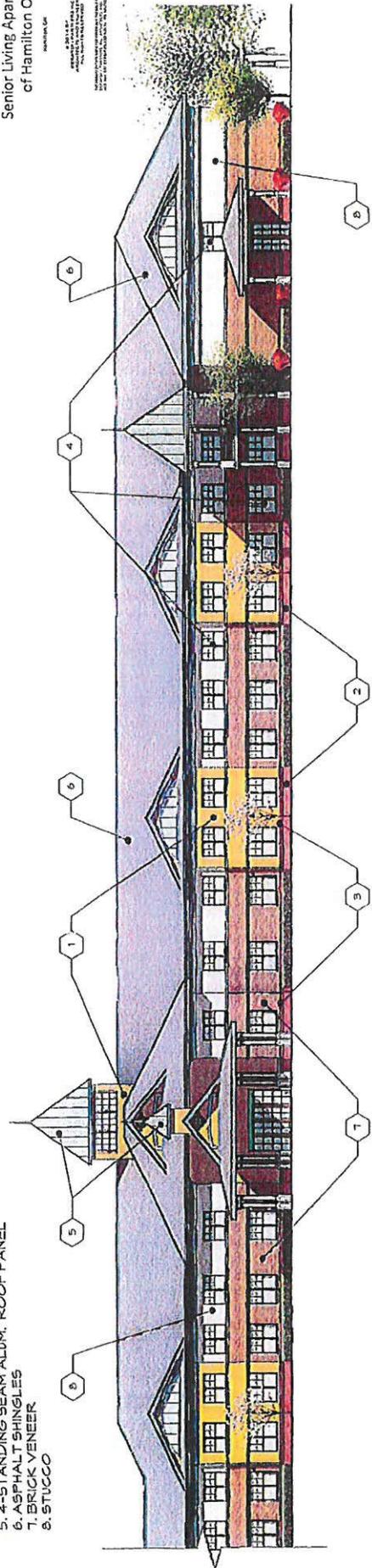
30'-0"
SETBACK

MATERIALS

- 1. STONE VENEER
- 2. BRICK BASE
- 3. ROWLOCK
- 4. CLAD WINDOW
- 5. 4"-STANDING SEAM ALUM. ROOF PANEL
- 6. ASPHALT SHINGLES
- 7. BRICK VENEER
- 8. STUCCO

AHEFA
Senior Living Apartments
of Hamilton Ohio
Hamilton, OH

ARCHITECT: BERARDI + ASSOCIATES
PROJECT NO. 13118
DATE: 08/14/18



SCHEMATIC

PROJECT NO: 13118
DATE: 08/14/18

ELEVATIONS

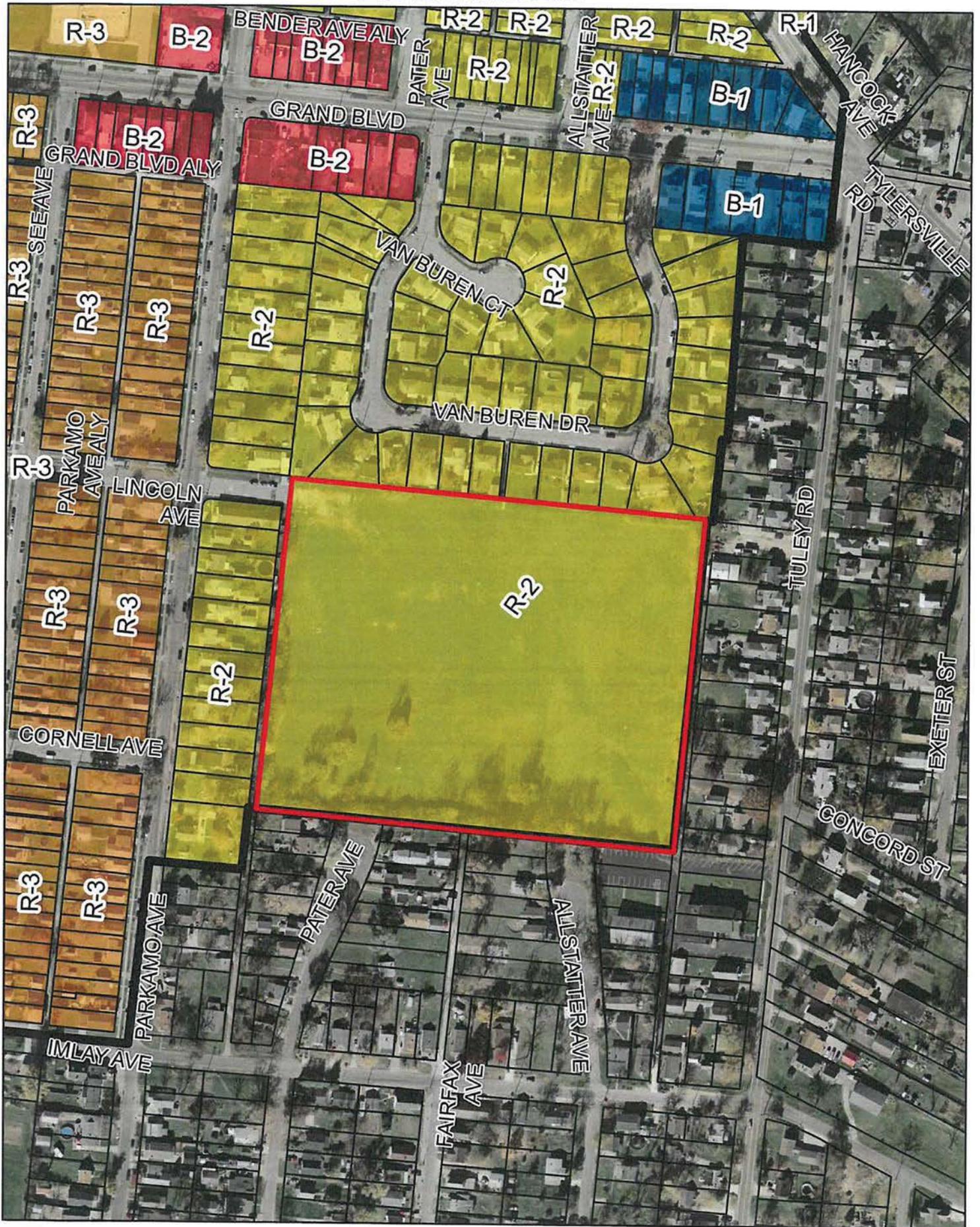
3A



west elevation 1" = 20'-0"

4. Exhibit D - Zoning Map

2311 LINCOLN AVENUE
PUBLIC HEARING MAP



 2311 Lincoln Avenue

0 100 200 400 Feet



ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7503 BY CHANGING THE ZONING OF VACANT PROPERTY LOCATED AT THE EASTERN TERMINUS OF LINCOLN AVENUE. (CITY LOT NO. 23680), LOCATED IN THE CITY OF HAMILTON, FIFTH WARD, FROM R-2 SINGLE-FAMILY RESIDENCE DISTRICT TO R-4 MULTI-FAMILY RESIDENCE DISTRICT (AHEPA Senior Living, Applicant).

WHEREAS, the Administration of the City of Hamilton, Ohio, has received a request from AHEPA Senior Living, for property located at the eastern terminus of Lincoln Avenue (City Lot No. 23680), for a change in the zoning designation for said property, located in the Fifth Ward, from "R-2" Single-Family Residence District to "R-4" Multi-Family Residence District; and

WHEREAS, AHEPA Senior Living has proposed the rezoning from "R-2" to "R-4" in order to facilitate the future development of the property; and

WHEREAS, the City Planning Commission held a public hearing and reviewed the rezoning request at their February 15, 2016 meeting and property owners within 500 feet of the subject property were notified by mail of the public hearing before the City Planning Commission; and

WHEREAS, after holding a public hearing and reviewing the rezoning request, the City Planning Commission approved the request to rezone property located at the eastern terminus of Lincoln Avenue (City Lot No. 23680) from "R-2" to "R-4"; and

WHEREAS, the City Planning Commission recommends that City Council approve the request to rezone property located at the eastern terminus of Lincoln Avenue (City Lot No. 23680), located in the Fifth Ward, City of Hamilton, Butler County, Ohio.

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

SECTION I: That the zoning of the following described lot, to-wit:

- (1) property located at the eastern terminus of Lincoln Avenue (City Lot No. 23680), located in the Fifth Ward, City of Hamilton, Butler County, Ohio

as the same are known and designated on the revised list of lots in the Fifth Ward of the City of Hamilton, Butler County, Ohio, and as set forth in detail in Exhibit No. 1, attached hereto, made a part hereof and incorporated herein by reference, be and are hereby changed from "R-2" Single-Family Residence District to "R-4" Multi-Family Residence District, and the District Map provided by Section 1103.00 of the Zoning Ordinance No. 7503 shall be altered to show such changes.

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Effective Date: _____

Mayor

ATTEST: _____
City Clerk

CERTIFICATE

Ordinance No. _____ **(cont'd)**

I, Nick Garuckas, City Clerk of the City of Hamilton, State of Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided in Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____

Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

EXHIBIT NO. 1

**LINCOLN AVENUE PROPERTY
PUBLIC HEARING MAP**



City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Liz Hayden, Economic Development Specialist

Agenda Item: Report regarding amendments and supplements to Peddler and Street Vending Ordinance and Solicitors and Transient Dealers Ordinance

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> R Realize new investments <input type="checkbox"/> A Add new jobs <input type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Ordinance</i></p>	<p>1st Reading Date: 3-23-16 2nd Reading Date: 4-13-16 Public Hearing Date:</p>	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$0 Expenditure: \$0 Source Funds: 0</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to adopt legislation to rename, supplement and amend Chapters 753 and 754 and amend Section 901.04 of the Codified Ordinances of the City of Hamilton, Ohio to clarify the requirements for peddlers, solicitors, itinerant vendors, canvassers and street vendors for the purpose of promoting safety and business development within the City?

Policy Alternative(s)

Council may choose not to adopt legislation to rename, supplement and amend Chapters 753 and 754 and amend Section 901.04 of the Codified Ordinances of the City of Hamilton, Ohio. If such legislation is not adopted, the existing Ordinances will continue in their current form and may be reconsidered when a safety-specific ordinance is proposed by the Fire Division at some time in the future.

Staff Recommendation

Staff recommends that Council receive this report and adopt legislation to rename, supplement and amend Chapters 753 and 754 and amend Section 901.04 of the Codified Ordinances of the City of Hamilton, Ohio. It is anticipated that these changes will promote safety and business development within the City.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton



- Chapter 753 of the Codified Ordinances of the City of Hamilton
- Chapter 754 of the Codified Ordinances of the City of Hamilton
- Section 901.04 of the Codified Ordinances of the City of Hamilton, Ohio

Fiscal Impact Summary

This is not projected to have a fiscal impact.

Background Information

The proposed changes are aimed at improving safety and promoting business development. The proposed changes will:

1. Add peddler and canvasser regulations to Chapter 753 of the Codified Ordinances of the City of Hamilton, Ohio.
2. Change the name of Chapter 753 of the Codified Ordinances of the City of Hamilton, Ohio from “Solicitors and Transient Dealers” to “Peddlers, Solicitors, Itinerant Vendors and Canvassers.”
3. Add section 753.10 of the Codified Ordinances of the City of Hamilton, Ohio to address enforcement.
4. Eliminate peddler regulations from Chapter 754 of the Codified Ordinances of the City of Hamilton, Ohio. This change will allow the ordinance to focus specifically on Street Vending.
5. Change the name of Chapter 754 of the Codified Ordinances of the City of Hamilton, Ohio from “Peddlers and Street Vendors” to “Street Vending.”
6. Amend Section 754.02 of the Codified Ordinances of the City of Hamilton, Ohio to eliminate the Street Vending District (map attached) and permit street vending throughout the City of Hamilton with restrictions on High Street between the High-Main Bridge and the High Street/Martin Luther King Jr. Boulevard intersection from 7 a.m. to 6 p.m. Monday through Friday.
7. Amend Chapter 754 of the Codified Ordinances of the City of Hamilton, Ohio, to restrict street vending at City Markets, special events, RiversEdge amphitheater and the surrounding area, and Third Street Plaza and the surrounding area without the permission of the organizer of the Market or event.
8. Amend Chapter 754 of the Codified Ordinances of the City of Hamilton, Ohio to require that food-related street vendors operate 100 feet away from existing restaurants unless they secure written permission.
9. Eliminate the requirement in Section 754.08(b) of the Codified Ordinances of the City of Hamilton, Ohio, that vendors stay 40 feet away from each other.
10. Eliminate the vending hour restrictions set forth in Section 754.10 of the Codified Ordinances of the City of Hamilton, Ohio.
11. Amend Section 754.10 of the Codified Ordinances of the City of Hamilton, Ohio to address enforcement.
12. Amend Section 901.04 of the Codified Ordinances of the City of Hamilton, Ohio pertaining to Merchandise on Thoroughfares to clarify that street vendors may carry on the business for which they are licensed pursuant to Chapter 754.

The proposed changes were developed in response to concerns raised by Public Safety and downtown businesses and administration’s request that current policies regarding street vendors and peddlers be reviewed. The Ordinance Review Committee reviewed the proposed amendments, invited public input and received comments from representatives of various City departments including the City Manager, Public Safety, Economic Development, Community Development and Resident Services.

It is anticipated that the proposed changes will further public safety and encourage business development in downtown Hamilton. The needs of multiple parties were considered when developing the proposed changes. The primary concern was related to safety considering the high volume of traffic on High Street in downtown Hamilton, particularly during business hours. Special consideration was also given to protect the City’s existing brick and mortar businesses while maximizing business development for the City by allowing street vending activities.

Attached Information

- Existing vendor district map
- Redline of Chapter 753



- Redline of Chapter 754
- Redline of Section 901.04

Copies Provided to:

- Copies will be provided to existing street vendors, peddlers, solicitors, itinerant vendors, canvassers and businesses currently operating on High Street in downtown Hamilton.



CHAPTER 753 — PEDDLERS, SOLICITORS, ITINERANT VENDORS, AND TRANSIENT DEALERS/CANVASSERS

Sec. 753.01: Definitions.

“Canvasser” or “solicitor” For the purpose of this chapter, the words and phrases defined in the sections hereunder shall have the meanings therein respectively ascribed to them, unless a different meaning is clearly indicated by the context.

(a) “Peddler” means any person, ~~whether resident of the City or not,~~ traveling either by foot, wagon, automobile, motor truck or any other type of conveyance, from place to place, from house door-to-house-door selling, or from street offering to street, sell or barter, or taking or attempting to take orders ~~in person or by telephone for sale of~~ of, any goods, wares ~~and,~~ merchandise, or personal property of any nature whatsoever, for present or future delivery, or ~~for any~~ services to be furnished or performed in the future.

(b) “Solicitor” means any person traveling from door-to-door seeking to obtain funds for any cause whatsoever.

~~(b)(c)~~ “Itinerant vendor” or “transient dealer” means ~~and includes~~ any person, either principal or agent, who engages in or conducts in this City a temporary or transient business of selling goods, wares ~~and,~~ merchandise, or personal property of any nature whatsoever, with the intention of continuing in such business for a period of not more than 120 days and who, for the purpose of carrying on such business, hires, leases or occupies either in whole or in part a room, building or other structure for the exhibition and sale of such goods, wares ~~and,~~ merchandise, or personal property.

~~(c)~~ Exceptions to the definitions of the terms “canvasser” or “solicitor” are the following:

~~(1)~~ A person selling or making delivery of goods, wares or merchandise previously sold by an establishment having a permanent place of business within the City.

~~(2)~~ A person making sales of the following items for daily household consumption:

~~A.~~ Baked goods.

~~B.~~ Fruits, vegetables, eggs and similar agricultural products; and

~~C.~~ Dairy products, except dealers of frozen desserts from vehicles.

~~(3)~~ A person working for or on behalf of any recognized educational, political, civic, religious, medical or charitable organization or causes.

~~(d)~~ “Canvasser” means any person who seeks to disseminate any lawful message by means of traveling from door-to-door, without soliciting funds or donations.

Sec. 753.02: License Required.

No person, for him or herself, or for any business, firm, or corporation, either as principal or agent, shall engage in the business or activity of a peddler, solicitor, ~~canvasser,~~ itinerant vendor, or transient dealer within the City without first obtaining a license and identification card therefor, as provided in this chapter, except that no license or identification card shall be required of any individual who, without compensation, acts as a peddler or solicitor for or on behalf of any recognized educational, political, civic, religious, medical or charitable organization or cause.

Sec. 753.03: License Application Requirements.

(a) Applications for licenses for peddlers, solicitors, ~~canvassers,~~ itinerant vendors ~~and, or~~ transient dealers shall be filed with the Director of Finance on a form to be furnished by the Director which shall require, at least, the following information:

(1) Name of applicant;

- (2) Home address and telephone number of applicant;
- (3) Name and address of the person by whom employed;
- (4) Length of service with such employer;
- (5) All places of residence and all employment during the preceding year;
- (6) The nature and character of the goods to be sold or service to be furnished by

the applicant; ~~and~~

~~(7) Names of all other towns in which the applicant has within the past year conducted a business for which a license is herein required; and~~

~~(8)(7) A personal description and history of the applicant.~~

(b) The applicant shall furnish a recent photograph of himself not more than one year old and approximately three inches by three inches in size. The application shall be made at least ten days before the license is required.

(c) If the Director of Finance determines after an investigation, that the applicant proposes to engage in a lawful, commercial or professional enterprise and does not, based upon past record, constitute a clear and present danger to the residents of the City, he shall issue a license to the applicant.

Sec. 753.04: Fees.

~~For the~~The license ~~to be fee for~~ a peddler, solicitor, ~~canvasser~~, itinerant vendor, or transient dealer, ~~each applicant~~ shall ~~pay the sum of~~ be fifty dollars (\$50.00) to the City. All licenses issued hereunder shall be for a period of one year or less which shall end on December 31 of that calendar year in which they are acquired, regardless of the date such license is issued.

Sec. 753.05: Carrying or Exhibiting License and Identification Card.

The license issued under the provisions of this chapter shall be exhibited in the place of business by an itinerant vendor or transient dealer, ~~and~~ shall be carried by any peddler or solicitor ~~or canvasser~~ at all times when peddling or soliciting ~~or canvassing~~, and shall be displayed conspicuously at all times upon the operator's stand, cart or container, or exhibited to any person being solicited or any police officer on request. Any and all additional licenses or permits required pursuant to law shall be displayed conspicuously at all times ~~upon the operator's stand, cart or container.~~ Further, an identification badge shall be issued to all peddlers or solicitors ~~or canvassers~~, which shall be worn conspicuously and affixed to the outer garment of the operator at all times when peddling or soliciting ~~or canvassing~~. The identification card is not a license and shall so state.

Sec. 753.06: Hours Regulated.

~~All~~Any peddling, soliciting, or canvassing ~~done under license issued by virtue of this chapter~~conducted within the City shall be conducted between 9:00 a.m. and 7:00 p.m. on Mondays through Saturdays. No peddling, soliciting, or canvassing shall be conducted on Sunday.

Sec. 753.07: Loud Noises and Speaking Devices.

No ~~operator~~peddler, solicitor, itinerant vendor, or transient dealer, or any person ~~in~~on his behalf, shall shout, ~~make any cryout or cry out~~, blow a horn, ring a bell, or use any sound device, including any loud speaking radio or sound amplifying system, upon any of the streets, alleys, parks or other public places of the City or upon any private premises in the City, where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such operatorperson proposes to sell.

Sec. 753.08: License Not Transferable; Separate Licenses and Identification Cards Required.

No license shall be assigned or transferred. No licensee shall authorize any person, firm or corporation other than the one named therein to do business. No licensee shall conduct any other business than is listed in his application to be transacted. A separate license and identification card shall be required for each individual peddler, solicitor, canvasser, itinerant vendor, or transient dealer, whether or not employed by one person, firm or corporation.

Sec. 753.09: Revocation of License.

Any license issued under the provisions of this chapter may be revoked at any time, should the person to whom it is issued be guilty of any fraud, misrepresentation or unlawful act in connection with his business, or otherwise; is found to be a person not fit to be engaged in such business; or violates any provisions of this chapter.

Sec. 753.10: Enforcement.

In addition to any City Department authorized to enforce any provisions of the Codified Ordinances of the City of Hamilton, Ohio as they pertain to the activities set out in this Chapter 754, the Division of Police is hereby authorized to enforce Chapter 753.

Sec. 753.99: Penalty.

Whoever violates any provision of this chapter shall be fined not more than one hundred dollars (\$100.00). Each day of violation shall constitute a separate offense.

CHAPTER 754 – ~~PEDDLERS AND STREET VENDORS~~ VENDING

Sec. 754.01: Definitions.

For the purpose of this chapter, the words and phrases defined in the sections hereunder shall have the meanings therein respectively ascribed to them, unless a different meaning is clearly indicated by the context.

~~“Peddler or street vendor” means any person who goes from city to city, or from place to place, or from door to door, selling or offering to sell or barter, or carrying for sale or barter, or exposing therefor, any~~ Street vending” means the sale, or offer for sale, of goods, wares, merchandise, food, confectionery, drink, or other commodity, carried by hand, from commodities, on the City of Hamilton’s streets, highways, sidewalks, or other outdoor City-owned property, from temporary displays, portable stands or tables, or by manually propelled vehicles, or by from motor- or animal-drawn vehicles.

Sec. 754.02: Street Vending ~~District~~ Location and Operation Restrictions.

~~“Street Vending District” means the area within the boundaries indicated on the map attached hereto and made a part of this legislation, consistent with the renewal community designation and all municipally recognized business districts.~~

Licensed street vending may be conducted within the City of Hamilton, except as follows:

(a) No street vending shall be conducted on, and no street vendor’s display stand, table, cart, container or other appurtenance or paraphernalia shall be set up on, private property, or on the sidewalks adjacent to private property, without prior written consent of such property owner and of the owners of any property adjoining or abutting such property.

(b) Street vending is not permitted on High Street between the west side of the High-Main Bridge and the intersection of High Street and Martin Luther King Jr. Boulevard, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m.

(c) Street vending is not permitted at any City Market established pursuant to Chapter 717, except for such sales permitted by, and so long as the street vendor is in complete compliance with, the provisions of all laws, regulations, and City ordinances governing said City Markets.

(d) Except by written permission granted by the organizer of a special event, which permission shall not be withheld based upon any political, religious, ethnic, race, disability, sexual orientation or gender related grounds, street vending is not permitted within the following areas during the period one hour before and one hour following a special event held:

(1) At RiversEdge Amphitheater: the area enclosed by Linden Street to the North, North Third Street to the East, Market Street to the South, and the East bank of Great Miami River to the West.

(2) At Third Street Plaza: the area enclosed by Race Street to the North, North Martin Luther King Jr. Boulevard to the East, Market Street to the South, and North Second Street to the West.

(e) Except by written permission granted by the holder of a permit issued pursuant to Chapter 315, which permission shall not be withheld based upon any political, religious, ethnic, race, disability, sexual orientation or gender related grounds, street vending is not permitted within streets and intersections blocked for purposes related to the permit, or on any street within one city block of the permitted event and any street designated by the Chief of Police as a detour for the blocked streets and intersections.

Sec. 754.03: Scope of Chapter.

The provisions of this chapter do not apply to:

- (a) Sales made to dealers by commercial travelers or selling agents in the usual course of business;
- (b) Bona fide sales of goods, wares, or merchandise by samples for future delivery;
- (c) Sales at trade shows or conventions;

~~(a) Sales from City market spaces regulated under Chapter 717, City Market; or sales otherwise authorized by Chapter 717; or~~

- (d) Sales of tickets to an event; or

(e) Any person conducting a garage sale, lawn sale, yard sale, or basement sale at or within reasonable proximity of his/her garage, lawn, yard, or basement.

Sec. 754.04: Operation Without License Unlawful; Failure to Display License ~~and/~~ Identification Card.

No person shall engage in the business or trade of ~~peddler or~~ street ~~vendor~~ vending without first obtaining a license and identification card from the Director of Finance. ~~The peddler or~~ street vendor license shall be displayed conspicuously at all times upon the ~~peddler's or~~ street vendor's stand, cart or container. ~~Any and all additional licenses or permits required pursuant to law shall be displayed conspicuously at all times upon the peddler's or~~ street vendor's stand, cart or container. ~~The identification card issued by the Director of Finance shall be worn conspicuously and affixed to the outer garment of the peddler or~~ street vendor at all times. ~~The identification card is not a license and shall so state.~~

Sec. 754.05: License and Parking Fees.

(a) The license fee for engaging in the trade or business of ~~peddler or~~ street ~~vendor~~ vending shall be one hundred fifty dollars (\$150.00). ~~All licenses issued hereunder shall be for a period of one year or less which shall end on December 31 of that calendar year in which they are acquired, regardless of the date such license is issued.~~

(b) Except as otherwise prohibited by Chapter 754, street vendors may use the City's parking spaces for up to twelve (12) consecutive hours, and except that no disability parking spaces or spaces providing time-limited parking of thirty (30) minutes or less may ever be used. Street vendors' use of any metered parking space or time-limited parking space at any time between 9:00 a.m. and 5:00 p.m., Monday through Friday, shall require a permit. Such permits shall be issued upon application to and approval by the Director of Public Works and payment of the appropriate fee. The fee for such permits shall be ten dollars (\$10.00) per day, or two hundred fifty dollars (\$250.00) per year.

Sec. 754.06: Application for License.

Each applicant for a ~~peddler~~street vending license shall file an application with the Director of Finance in such form as prescribed by the Director of Finance. ~~The applicant may be an individual peddler or~~ street vendor or a person, firm or corporation on behalf of an individual ~~peddler or~~ street vendor. ~~In the case where a person, firm or corporation applies for the license on behalf of an individual peddler or~~ street vendor, the license shall be issued in the name of the applicant; the license shall also bear the name and identification card number of the ~~peddler or~~ street vendor on whose behalf the license is issued. ~~The identification card shall be issued in the name of the peddler or~~ street vendor on whose behalf the license was purchased. ~~Each applicant for a peddler or~~ street vendor vending license shall furnish two photographs of the ~~peddler or~~ street vendor on whose behalf the license is purchased, taken within thirty days preceding the date of application, of a size designated by the Director of Finance, one of which shall be attached to a consecutively numbered identification card. ~~Applicants for the sale of that intend to sell~~ food or beverages shall exhibit to the Director of Finance the necessary permit(s) from the Department of Health.

Each applicant for a ~~peddler or~~ street vendor vending license must provide evidence of having established a City income tax account with the application.

In the case of loss of an identification card, the licensee shall file with the Director of Finance a signed and sworn affidavit that the identification card was lost or in the case of theft, a copy of the theft report submitted to any law enforcement agency and upon payment of twenty- five dollars (\$25.00) shall receive a replacement identification card. ~~Each applicant for a replacement identification card shall furnish two photographs of the peddler or~~ street vendor on whose behalf the license was issued, of a size designated by the Director of Finance, which photographs shall have been taken within thirty days of the date of application. ~~The replacement identification card shall expire on the same date as the original being replaced.~~

Sec. 754.07: Transfer of Identification Card.

The ~~peddler or~~ street vendor vending license is nontransferable. ~~When the license is issued to a person, firm or corporation on behalf of another peddler or~~ street vendor, the licensee may make application with the Director of Finance to transfer the identification card from one ~~peddler or~~ street vendor to another ~~peddler or street vendor.~~ The licensee must exhibit the original license receipt and surrender the identification card to the Director of Finance at the time of application for transfer. ~~Each applicant for transfer of the identification card shall furnish two photographs of the peddler or~~ street vendor on whose behalf the identification card is to be issued of a size designated by the Director of Finance, which photographs shall have been taken within thirty days of the date of application for transfer.

A fee of fifteen dollars (\$15.00) shall be charged for the transfer of an identification card. ~~The transferred identification card shall expire on the same date as the original being transferred.~~

In the event the licensee fails to surrender the original identification card because it is lost or stolen, the application for transfer shall be accompanied by a signed and sworn affidavit that the identification card was lost or in the case of theft, a copy of the theft report submitted to any law enforcement agency. ~~The fee for a replacement identification card shall be paid in addition to the transfer fee.~~

Sec. 754.08: Street Sales - General.

No person licensed as a ~~peddler or~~ street vendor shall demonstrate, sell or offer for sale or barter any goods, wares, merchandise, food, confection or drink upon any highway or sidewalk or any other City-owned property within the City except in accordance with all of the following provisions:

~~(a) No merchandise shall be displayed or sold by a peddler or street vendor in any place within the City except a Street Vending District. This section shall not apply to a peddler or street vendor selling prepackaged ice cream, popsicles or frozen desserts of any kind for purposes of retail sale, or offered for retail sale, while operating a motor vehicle within the City.~~

(a) All street vendors must abide by all safety and health regulations as defined by the City of Hamilton Health Code, the City of Hamilton Fire Prevention Code, and the Ohio Fire Code. All food vendors must abide by all rules and regulations pertaining to the Ohio Uniform Food Safety Code Chapter 3717-1, Ohio Administrative Code Chapters 901:301-4-01 and the Ohio Revised Code Chapter 3717.

~~(a)(b)~~ No merchandise shall be displayed or sold to the occupants of vehicles stopped in traffic.

(c) No street vendor shall park or locate any motor vehicle, trailer, or motor-drawn vehicle on any sidewalk within the City.

~~(b)(d)~~ Each ~~peddler or~~ street vendor selling from a motor or animal-drawn vehicle must comply with all traffic regulations at the location the vehicle is parked or standing.

~~(c)(e)~~ No merchandise shall be displayed or sold at any sidewalk location where the sidewalk/right-of-way is less than twelve feet in width ~~from the private property line to the curblines.~~

~~(d)(f)~~ No merchandise shall be displayed or sold within twenty feet from the point of intersection of the curblines (except alleys), crosswalks or bus stop or stairway leading to or from any overhead walkway.

~~(e)(g)~~ No merchandise shall be displayed or sold within ten feet of a fire hydrant, a standpipe, a sprinkler intake, a doorway or other access point to abutting property, ~~a store window~~ or a sidewalk elevator.

~~(f)(h)~~ No merchandise shall be displayed, or sold at a location which hinders or restricts access to a telephone booth, mailbox, parking meter, fire alarm call box or traffic ~~control~~ box.

~~(b) No merchandise shall be displayed or sold within forty feet of the location at which another peddler or street vendor is already displaying or selling merchandise. In the case of a dispute between peddlers or street vendors, the peddler or street vendor who arrived first on the day involved shall be deemed to have the privilege of operating at that location on that day. A peddler must continue to be there in person with wares to claim such privilege. Such distance shall be measured from the end of one display stand, table, cart, container or other appurtenance to the beginning of the next.~~

~~(g)~~(i) No merchandise shall be displayed or sold in a manner that blocks, obstructs or restricts the free passage of pedestrians or vehicles in the lawful use of the sidewalks or highways or ingress or egress to the abutting property.

~~(h)~~(j) All merchandise shall be displayed or sold from portable stands or containers. ~~Each peddler or~~ street vendor shall remove all merchandise, packaging, paper, containers, display stands or tables, or other materials brought to the vending location at the termination of sales each day. ~~No permanent stands or displays will be permitted.~~

~~(i)~~(k) No ~~peddler's or~~ street vendor's display stand, cart, container or other appurtenances, paraphernalia, merchandise, supplies or signage shall occupy more than fifty inches of lateral sidewalk width, nor more than seventy-two inches of longitudinal sidewalk area.

~~(j)~~(l) Each ~~peddler or~~ street vendor during the period of selling shall keep the area within ten feet of the location where the ~~peddler or~~ street vendor sells or displays merchandise free from all litter and debris arising from the operations, including the litter which arises from actions of customers in disposing of wrapping or packaging materials on merchandise sold by the ~~peddler or~~ street vendor.

~~(k)~~(m) No ~~peddler's or~~ street vendor's display stand, cart, container, or other appurtenance or paraphernalia shall be set up along street plantings or street furniture.

~~(l)~~(n) ~~Peddlers or street~~Street vendors shall at all times exercise reasonable care that their merchandise, packaging material, display equipment and other paraphernalia shall not create a safety or health hazard to customers or other persons using the public highways or sidewalks or to persons on or in abutting property.

~~(c) — No in the event a street vendor sells food, confection confectionery, or drink except prepackaged and/or containerized products items, the street vendor shall be displayed or sold positioned at least 100 feet from any unimproved public property, including unimproved sidewalks or pedestrian walkways.~~

~~(d) — No street sales shall be conducted nor shall any display stand, cart, container, or other appurtenances be permitted on any public property between the the customer entrance of an existing restaurant during its hours of midnight and 7:00 a.m. daily.~~

~~(e) — Each peddler or street vendor must police their own area and a ten-foot radius of same to keep it free from debris and litter.~~

~~(m)~~(o) ~~No operation, unless the street sales shall be conducted and no peddler's or street vendor's display stand, cart, container or other appurtenance or paraphernalia shall be set up on private property, or on the sidewalks adjacent to private property, without prior written consent of such property vendor provides documentation that the restaurant owner or without prior written consent of the owners of any property adjoining or abutting such property supports a closer proximity.~~

Nothing herein shall be construed to prohibit the distribution of noncommercial handbills, cards, leaflets, other literature or the sale of newspapers and magazines on the sidewalks.

Sec. 754.09: Insurance Requirements.

~~The~~Each applicant for a street vending license is required to post a satisfactory certificate of insurance, to be approved by the Director of Law, including general liability insurance and product liability insurance ~~providing the City with, which shall be endorsed to include the City as additional insured, providing~~ indemnification against any claims, demands, lawsuits, or judgments arising out of the exercise of the ~~privilege~~privileges granted by the license; such policy of liability insurance is to guarantee at one million dollars (\$1,000,000).

Sec. 754.10: Hours of Operation Enforcement.

~~All peddling or street vending done under license issued by virtue of this chapter shall be conducted between 9:00 a.m. and 9:00 p.m. on Mondays through Saturdays. The City reserves the right to permit such peddling or street vending on Sunday or holidays.~~

In addition to any City Department authorized to enforce any provisions of the Codified Ordinances of the City of Hamilton, Ohio as they pertain to the activities set out in this Chapter 754, the Division of Police is hereby authorized to enforce Chapter 754.

Sec. 754.99: Penalty.

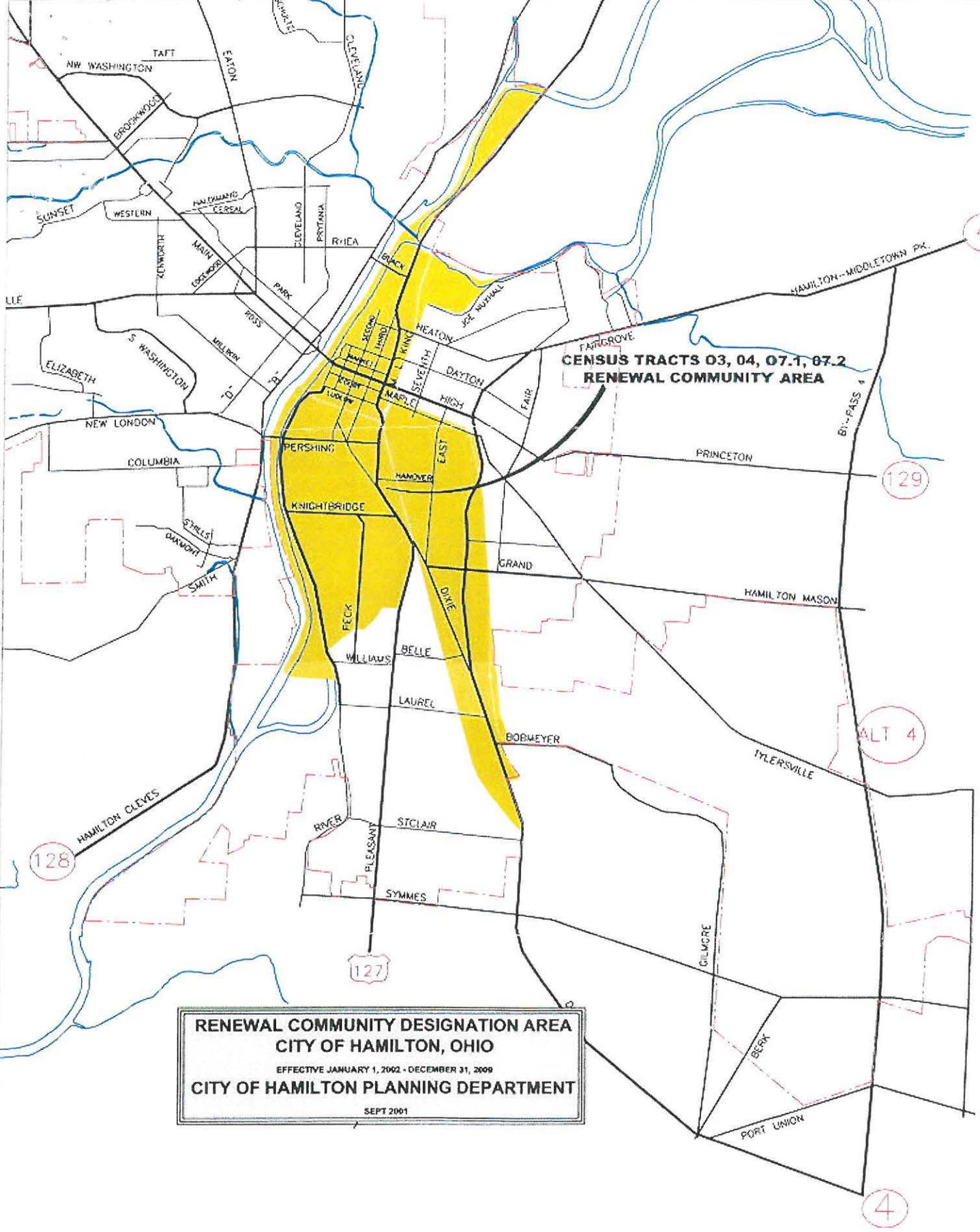
Whoever violates the provisions of Section 754.04, ~~of operating as a peddler or street vendor without a license~~ is guilty of a misdemeanor of the third degree. ~~Each subsequent violation is a misdemeanor of the second degree. In addition, offenders will forfeit their goods upon each conviction.~~

Whoever violates any ~~provision~~other provision of this chapter, ~~even though operating with a valid license~~ is guilty of a misdemeanor of the fourth degree. Each subsequent violation of this chapter ~~while operating with a valid license~~ shall be a misdemeanor of the third degree, ~~including forfeiture of goods.~~

Whoever is convicted of violating any provision of this chapter shall surrender to the court all licenses and identification cards issued by the Director of Finance pursuant to this chapter for return and revocation by the Director of Finance for a period of one year from date of conviction.

Sec. 901.04: Merchandise on Thoroughfares.

Except in the market and during market hours as established and provided under the provisions of Chapter 717 of the Business Regulation Code, and except as ~~street vendors~~~~peddlers~~ may carry on the business for which they are licensed under the provisions of Chapter 754 of said Code, no person shall place, store or keep merchandise in piles or containers, on counters, benches, parked vehicles or otherwise upon any part of sidewalk, street or other thoroughfare or public place, for the purpose of selling such merchandise there, or for any other purpose other than such temporary deposit as may be necessary in the transfer of such merchandise or commodities between the premises and conveyances in the thoroughfare in the regular course of business. However, the provisions of this section shall not be construed to apply to building or construction materials for use on any work or construction authorized by or under the authority of any other ordinance provision to be stored or kept in or upon any sidewalk, street or other thoroughfare.



RENEWAL COMMUNITY DESIGNATION AREA
CITY OF HAMILTON, OHIO
 EFFECTIVE JANUARY 1, 2002 - DECEMBER 31, 2009
CITY OF HAMILTON PLANNING DEPARTMENT
 SEPT 2001

ORDINANCE NO. _____

AN ORDINANCE RENAMING CHAPTER 753 OF THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO, AND SUPPLEMENTING AND AMENDING CERTAIN SECTIONS OF CHAPTER 753 OF THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO, RELATIVE TO PEDDLERS, SOLICITORS, ITINERANT VENDORS, AND CANVASSERS

WHEREAS, Administration has requested certain amendments and supplements to Chapter 753 of the City of Hamilton's Codified Ordinances pertaining to peddlers, solicitors, itinerant vendors and canvassers within the City of Hamilton; and

WHEREAS, it is anticipated that these changes will improve safety and promote business development and clarify the regulations as they apply to peddlers, solicitors, itinerant vendors and canvassers; and

WHEREAS, the Ordinance Review Committee has reviewed the proposed amendments and supplements and received public input;

WHEREAS, the Ordinance Review Committee at their meeting on March 18, 2016 recommended approval of the proposed amendments and supplements; and

WHEREAS, the Council desires that said Chapter 753 be renamed, supplemented and amended in order to accomplish the forgoing purposes.

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

SECTION I: That Chapter 753 of the Codified Ordinances of the City of Hamilton, Ohio is hereby renamed "Peddlers, Solicitors, Itinerant Vendors and Canvassers", to be and read as set forth in Exhibit No. 1 attached hereto, incorporated herein by reference and made a part hereof.

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law after its passage.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Nicholas Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____

Nicholas Garuckas, City Clerk
City of Hamilton, Ohio

Exhibit No. 1

CHAPTER 753 – PEDDLERS, SOLICITORS, ITINERANT VENDORS, AND CANVASSERS

Sec. 753.01: Definitions.

For the purpose of this chapter, the words and phrases defined in the sections hereunder shall have the meanings therein respectively ascribed to them, unless a different meaning is clearly indicated by the context.

(a) “Peddler” means any person traveling from door-to-door selling, or offering to sell or barter, or taking or attempting to take orders of, any goods, wares, merchandise, or personal property of any nature whatsoever, for present or future delivery, or any services to be furnished or performed in the future.

(b) “Solicitor” means any person traveling from door-to-door seeking to obtain funds for any cause whatsoever.

(c) “Itinerant vendor” or “transient dealer” means any person, either principal or agent, who engages in or conducts in this City a temporary or transient business of goods, wares, merchandise, or personal property of any nature whatsoever, with the intention of continuing in such business for a period of not more than 120 days and who, for the purpose of carrying on such business, hires, leases or occupies either in whole or in part a room, building or other structure for the exhibition and sale of such goods, wares, merchandise, or personal property.

(d) “Canvasser” means any person who seeks to disseminate any lawful message by means of traveling from door-to-door, without soliciting funds or donations.

Sec. 753.02: License Required.

No person, for him or herself, or for any business, firm, or corporation, either as principal or agent, shall engage in the business or activity of a peddler, solicitor, itinerant vendor, or transient dealer within the City without first obtaining a license and identification card therefor, as provided in this chapter, except that no license or identification card shall be required of any individual who, without compensation, acts as a peddler or solicitor for or on behalf of any recognized educational, political, civic, religious, medical or charitable organization or cause.

Sec. 753.03: License Application Requirements.

(a) Applications for licenses for peddlers, solicitors, itinerant vendors, or transient dealers shall be filed with the Director of Finance on a form to be furnished by the Director which shall require, at least, the following information:

- (1) Name of applicant;
- (2) Home address and telephone number of applicant;
- (3) Name and address of the person by whom employed;
- (4) Length of service with such employer;
- (5) All places of residence and all employment during the preceding year;
- (6) The nature and character of the goods to be sold or service to be furnished by the applicant; and
- (7) Names of all other towns in which the applicant has within the past year conducted a business for which a license is herein required.

(b) The applicant shall furnish a recent photograph of himself not more than one year old and approximately three inches by three inches in size. The application shall be made at least ten days before the license is required.

(c) If the Director of Finance determines after an investigation, that the applicant proposes to engage in a lawful, commercial or professional enterprise and does not, based upon past record,

constitute a clear and present danger to the residents of the City, he shall issue a license to the applicant.

Sec. 753.04: Fees.

The license fee for a peddler, solicitor, itinerant vendor, or transient dealer shall be fifty dollars (\$50.00) to the City. All licenses issued hereunder shall be for a period of one year or less which shall end on December 31 of that calendar year in which they are acquired, regardless of the date such license is issued.

Sec. 753.05: Carrying or Exhibiting License and Identification Card.

The license issued under the provisions of this chapter shall be exhibited in the place of business by an itinerant vendor or transient dealer, or shall be carried by a peddler or solicitor at all times when peddling or soliciting, and shall be displayed conspicuously at all times upon the operator's stand, cart or container, or exhibited to any person being solicited or any police officer on request. Any and all additional licenses or permits required pursuant to law shall be displayed conspicuously at all times. Further, an identification badge shall be issued to all peddlers or solicitors, which shall be worn conspicuously and affixed to the outer garment of the operator at all times when peddling or soliciting. The identification card is not a license and shall so state.

Sec. 753.06: Hours Regulated.

Any peddling, soliciting, or canvassing conducted within the City shall be conducted between 9:00 a.m. and 7:00 p.m. on Mondays through Saturdays. No peddling, soliciting, or canvassing shall be conducted on Sunday.

Sec. 753.07: Loud Noises and Speaking Devices.

No peddler, solicitor, itinerant vendor, or transient dealer, or any person on his behalf, shall shout or cry out, blow a horn, ring a bell, or use any sound device, including any loud speaking radio or sound amplifying system, upon any of the streets, alleys, parks or other public places of the City or upon any private premises in the City, where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such person proposes to sell.

Sec. 753.08: License Not Transferable; Separate Licenses and Identification Cards Required.

No license shall be assigned or transferred. No licensee shall authorize any person, firm or corporation other than the one named therein to do business. No licensee shall conduct any other business than is listed in his application to be transacted. A separate license and identification card shall be required for each individual peddler, solicitor, itinerant vendor, or transient dealer, whether or not employed by one person, firm or corporation.

Sec. 753.09: Revocation of License.

Any license issued under the provisions of this chapter may be revoked at any time, should the person to whom it is issued be guilty of any fraud, misrepresentation or unlawful act in connection with his business, or otherwise; is found to be a person not fit to be engaged in such business; or violates any provisions of this chapter.

Sec. 753.10: Enforcement.

In addition to any City Department authorized to enforce any provisions of the Codified Ordinances of the City of Hamilton, Ohio as they pertain to the activities set out in this Chapter 754, the Division of Police is hereby authorized to enforce Chapter 753.

Sec. 753.99: Penalty.

Whoever violates any provision of this chapter shall be fined not more than one hundred dollars (\$100.00). Each day of violation shall constitute a separate offense.

ORDINANCE NO. _____

AN ORDINANCE RENAMING CHAPTER 754 AND AMENDING VARIOUS SECTIONS OF CHAPTER 754 and 901 OF THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO, RELATIVE TO STREET VENDING

WHEREAS, Administration has requested certain amendments and supplements to Chapter 754 of the Codified Ordinances of the City of Hamilton, Ohio pertaining to the regulation of Street Vending within the City of Hamilton, Ohio; and

WHEREAS, it is anticipated that these changes will improve safety, promote business development and clarify the requirements for street vendors; and

WHEREAS, in order to be consistent, amendment to Section 901.04 is necessary to avoid a potential conflict between that Section and Chapter 754; and

WHEREAS, the Ordinance Review Committee has reviewed the proposed amendments and supplements and received public input; and

WHEREAS, the Ordinance Review Committee at their meeting on March 18, 2016 recommended approval of the proposed amendments and supplements; and

WHEREAS, the Council desires that said Chapter 754 be renamed, amended and supplemented and Section 901.04 be amended in order to accomplish the foregoing purposes.

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

SECTION I: That Chapter 754 of the Codified Ordinances of the City of Hamilton, Ohio is hereby renamed "Street Vending" and is hereby amended and supplemented to be and read as set forth in Exhibit No. 1 attached hereto, incorporated herein by reference and made a part hereof.

SECTION III: That Section 901.04 of the Codified Ordinances of the City of Hamilton, Ohio is hereby amended to be and read as set forth in Exhibit No. 2 attached hereto, incorporated herein by reference and made a part hereof.

SECTION III: This ordinance shall take effect and be in full force from and after the earliest period allowed by law after its passage.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Nick Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____

Nick Garuckas, City Clerk
City of Hamilton, Ohio

Ordinance No. _____ (cont'd)

Exhibit No. 1

CHAPTER 754 – STREET VENDING

Sec. 754.01: Definitions.

For the purpose of this chapter, the words and phrases defined in the sections hereunder shall have the meanings therein respectively ascribed to them, unless a different meaning is clearly indicated by the context.

“Street vending” means the sale, or offer for sale, of goods, wares, merchandise, food, confectionery, drink, or other commodities, on the City of Hamilton’s streets, highways, sidewalks, or other outdoor City-owned property, from temporary displays, portable stands or tables, manually propelled vehicles, or from motor or animal-drawn vehicles.

Sec. 754.02: Street Vending Location and Operation Restrictions.

Licensed street vending may be conducted within the City of Hamilton, except as follows:

(a) No street vending shall be conducted on, and no street vendor’s display stand, table, cart, container or other appurtenance or paraphernalia shall be set up on, private property, or on the sidewalks adjacent to private property, without prior written consent of such property owner and of the owners of any property adjoining or abutting such property.

(b) Street vending is not permitted on High Street between the west side of the High-Main Bridge and the intersection of High Street and Martin Luther King Jr. Boulevard, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m.

(c) Street vending is not permitted at any City Market established pursuant to Chapter 717, except for such sales permitted by, and so long as the street vendor is in complete compliance with, the provisions of all laws, regulations, and City ordinances governing said City Markets.

(d) Except by written permission granted by the organizer of a special event, which permission shall not be withheld based upon any political, religious, ethnic, race, disability, sexual orientation or gender related grounds, street vending is not permitted within the following areas during the period one hour before and one hour following a special event held:

(1) At RiversEdge Amphitheater: the area enclosed by Linden Street to the North, North Third Street to the East, Market Street to the South, and the East bank of Great Miami River to the West.

(2) At Third Street Plaza: the area enclosed by Race Street to the North, North Martin Luther King Jr. Boulevard to the East, Market Street to the South, and North Second Street to the West.

(e) Except by written permission granted by the holder of a permit issued pursuant to Chapter 315, which permission shall not be withheld based upon any political, religious, ethnic, race, disability, sexual orientation or gender related grounds, street vending is not permitted within streets and intersections blocked for purposes related to the permit, or on any street within one city block of the permitted event and any street designated by the Chief of Police as a detour for the blocked streets and intersections.

Sec. 754.03: Scope of Chapter.

The provisions of this chapter do not apply to:

- (a) Sales made to dealers by commercial travelers or selling agents in the usual course of business;
- (b) Bona fide sales of goods, wares, or merchandise by samples for future delivery;
- (c) Sales at trade shows or conventions;
- (d) Sales of tickets to an event; or
- (e) Any person conducting a garage sale, lawn sale, yard sale, or basement sale at or within reasonable proximity of his/her garage, lawn, yard, or basement.

Sec. 754.04: Operation Without License Unlawful; Failure to Display License/ Identification Card.

No person shall engage in the business or trade of street vending without first obtaining a license and identification card from the Director of Finance. The street vendor license shall be displayed conspicuously at all times upon the street vendor's stand, cart or container. Any and all additional licenses or permits required pursuant to law shall be displayed conspicuously at all times upon the street vendor's stand, cart or container. The identification card issued by the Director of Finance shall be worn conspicuously and affixed to the outer garment of the street vendor at all times. The identification card is not a license and shall so state.

Sec. 754.05: License and Parking Fees.

(a) The license fee for engaging in the trade or business of street vending shall be one hundred fifty dollars (\$150.00). All licenses issued hereunder shall be for a period of one year or less which shall end on December 31 of that calendar year in which they are acquired, regardless of the date such license is issued.

(b) Except as otherwise prohibited by Chapter 754, street vendors may use the City's parking spaces for up to twelve (12) consecutive hours, and except that no disability parking spaces or spaces providing time-limited parking of thirty (30) minutes or less may ever be used. Street vendors' use of any metered parking space or time-limited parking space at any time between 9:00 a.m. and 5:00 p.m., Monday through Friday, shall require a permit. Such permits shall be issued upon application to and approval by the Director of Public Works and payment of the appropriate fee. The fee for such permits shall be ten dollars (\$10.00) per day, or two hundred fifty dollars (\$250.00) per year.

Sec. 754.06: Application for License.

Each applicant for a street vending license shall file an application with the Director of Finance in such form as prescribed by the Director of Finance. The applicant may be an individual street vendor or a person, firm or corporation on behalf of an individual street vendor. In the case where a person, firm or corporation applies for the license on behalf of an individual street vendor, the license shall be issued in the name of the applicant; the license shall also bear the name and identification card number of the street vendor on whose behalf the license is issued. The identification card shall be issued in the name of the street vendor on whose behalf the license was purchased. Each applicant for a street vending license shall furnish two photographs of the street vendor on whose behalf the license is purchased,

taken within thirty days preceding the date of application, of a size designated by the Director of Finance, one of which shall be attached to a consecutively numbered identification card. Applicants that intend to sell food or beverages shall exhibit to the Director of Finance the necessary permit(s) from the Department of Health.

Each applicant for a street vending license must provide evidence of having established a City income tax account with the application.

In the case of loss of an identification card, the licensee shall file with the Director of Finance a signed and sworn affidavit that the identification card was lost or in the case of theft, a copy of the theft report submitted to any law enforcement agency and upon payment of twenty- five dollars (\$25.00) shall receive a replacement identification card. Each applicant for a replacement identification card shall furnish two photographs of the street vendor on whose behalf the license was issued, of a size designated by the Director of Finance, which photographs shall have been taken within thirty days of the date of application. The replacement identification card shall expire on the same date as the original being replaced.

Sec. 754.07: Transfer of Identification Card.

The street vending license is nontransferable. When the license is issued to a person, firm or corporation on behalf of another street vendor, the licensee may make application with the Director of Finance to transfer the identification card from one street vendor to another. The licensee must exhibit the original license receipt and surrender the identification card to the Director of Finance at the time of application for transfer. Each applicant for transfer of the identification card shall furnish two photographs of the street vendor on whose behalf the identification card is to be issued of a size designated by the Director of Finance, which photographs shall have been taken within thirty days of the date of application for transfer.

A fee of fifteen dollars (\$15.00) shall be charged for the transfer of an identification card. The transferred identification card shall expire on the same date as the original being transferred.

In the event the licensee fails to surrender the original identification card because it is lost or stolen, the application for transfer shall be accompanied by a signed and sworn affidavit that the identification card was lost or in the case of theft, a copy of the theft report submitted to any law enforcement agency. The fee for a replacement identification card shall be paid in addition to the transfer fee.

Sec. 754.08: Street Sales - General.

No person licensed as a street vendor shall demonstrate, sell or offer for sale or barter any goods, wares, merchandise, food, confection or drink upon any highway or sidewalk or any other City-owned property within the City except in accordance with all of the following provisions:

(a) All street vendors must abide by all safety and health regulations as defined by the City of Hamilton Health Code, the City of Hamilton Fire Prevention Code, and the Ohio Fire Code. All food vendors must abide by all rules and regulations pertaining to the Ohio Uniform Food Safety Code Chapter 3717-1, Ohio Administrative Code Chapters 901:301-4-01 and the Ohio Revised Code Chapter 3717.

(b) No merchandise shall be displayed or sold to the occupants of vehicles stopped in traffic.

(c) No street vendor shall park or locate any motor vehicle, trailer, or motor-drawn vehicle on any sidewalk within the City.

(d) Each street vendor selling from a motor or animal-drawn vehicle must comply with all traffic regulations at the location the vehicle is parked or standing.

(e) No merchandise shall be displayed or sold at any sidewalk location where the right-of-way is less than twelve feet in width.

(f) No merchandise shall be displayed or sold within twenty feet from the point of intersection of the curblines (except alleys), crosswalks or bus stop or stairway leading to or from any overhead walkway.

(g) No merchandise shall be displayed or sold within ten feet of a fire hydrant, a standpipe, a sprinkler intake, a doorway or other access point to abutting property, or a sidewalk elevator.

(h) No merchandise shall be displayed, or sold at a location which hinders or restricts access to a telephone booth, mailbox, parking meter, fire alarm call box or traffic-control box.

(i) No merchandise shall be displayed or sold in a manner that blocks, obstructs or restricts the free passage of pedestrians or vehicles in the lawful use of the sidewalks or highways or ingress or egress to the abutting property.

(j) All merchandise shall be displayed or sold from portable stands or containers. Each street vendor shall remove all merchandise, packaging, paper, containers, display stands or tables, or other materials brought to the vending location at the termination of sales each day. No permanent stands or displays will be permitted.

(k) No street vendor's display stand, cart, container or other appurtenances, paraphernalia, merchandise, supplies or signage shall occupy more than fifty inches of lateral sidewalk width, nor more than seventy-two inches of longitudinal sidewalk area.

(l) Each street vendor during the period of selling shall keep the area within ten feet of the location where the street vendor sells or displays merchandise free from all litter and debris arising from the operations, including the litter which arises from actions of customers in disposing of wrapping or packaging materials on merchandise sold by the street vendor.

(m) No street vendor's display stand, cart, container, or other appurtenance or paraphernalia shall be set up along street plantings or street furniture.

(n) Street vendors shall at all times exercise reasonable care that their merchandise, packaging material, display equipment and other paraphernalia shall not create a safety or health

hazard to customers or other persons using the public highways or sidewalks or to persons on or in abutting property.

(o) In the event a street vendor sells food, confectionery, or drink items, the street vendor shall be positioned at least 100 feet from the customer entrance of an existing restaurant during its hours of operation, unless the street vendor provides documentation that the restaurant owner supports a closer proximity.

Nothing herein shall be construed to prohibit the distribution of noncommercial handbills, cards, leaflets, other literature or the sale of newspapers and magazines on the sidewalks.

Sec. 754.09: Insurance Requirements.

Each applicant for a street vending license is required to post a satisfactory certificate of insurance, to be approved by the Director of Law, including general liability insurance and product liability insurance, which shall be endorsed to include the City as additional insured, providing indemnification against any claims, demands, lawsuits, or judgments arising out of the exercise of the privileges granted by the license; such policy of liability insurance is to guarantee at one million dollars (\$1,000,000).

Sec. 754.10: Enforcement.

In addition to any City Department authorized to enforce any provisions of the Codified Ordinances of the City of Hamilton, Ohio as they pertain to the activities set out in this Chapter 754, the Division of Police is hereby authorized to enforce Chapter 754.

Sec. 754.99: Penalty.

Whoever violates the provisions of Section 754.04 is guilty of a misdemeanor of the third degree. Each subsequent violation is a misdemeanor of the second degree.

Whoever violates any other provision of this chapter is guilty of a misdemeanor of the fourth degree. Each subsequent violation of this chapter shall be a misdemeanor of the third degree.

Whoever is convicted of violating any provision of this chapter shall surrender to the court all licenses and identification cards issued by the Director of Finance pursuant to this chapter for return and revocation by the Director of Finance for a period of one year from date of conviction.

Sec. 901.04: Merchandise on Thoroughfares.

Except in the market and during market hours as established and provided under the provisions of Chapter 717 of the Business Regulation Code, and except as street vendors may carry on the business for which they are licensed under the provisions of Chapter 754 of said Code, no person shall place, store or keep merchandise in piles or containers, on counters, benches, parked vehicles or otherwise upon any part of sidewalk, street or other thoroughfare or public place, for the purpose of selling such merchandise there, or for any other purpose other than such temporary deposit as may be necessary in the transfer of such merchandise or commodities between the premises and conveyances in the thoroughfare in the regular course of business. However, the provisions of this section shall not be construed to apply to building or construction materials for use on any work or construction authorized by or under the authority of any other ordinance provision to be stored or kept in or upon any sidewalk, street or other thoroughfare.

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Kevin Maynard, Director of Public Utilities

Agenda Item: A report regarding an ordinance authorizing and ratifying the purchase of 876 N. Second Street, Hamilton, OH 45011

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input type="checkbox"/> R Realize new investments <input type="checkbox"/> A Add new jobs <input checked="" type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution Ordinance</p>	<p>1st Reading Date: 3-23-16 2nd Reading Date: 3-23-16 Public Hearing Date:</p>	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$25,000.00 Expenditure: \$25,000.00 Source Funds: Utilities</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to adopt legislation to authorize and ratify the purchase of 876 N. Second St., Hamilton, OH 45011?

Policy Alternative(s)

Council may choose not to adopt such legislation to purchase the property at 876 N. Second Street, Hamilton, OH which will be used for green-space or other governmental purpose. The property would remain as it stands now.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to authorize and ratify the purchase of 876 North Second Street, Hamilton, OH 45011. Adopting this legislation will allow for future green space or other governmental purpose on the property.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.

Fiscal Impact Summary

The City agrees to purchase 876 North Second Street for \$25,000.00 using utility funding.



Background Information

876 North Second Street, Parcel P6431002000031 was formerly owned by Weber-George, LLP. The property was placed in receivership and Jeff Lane of Prodigy Properties was appointed by the Court to list and sell the property. A receiver sale is a judicial sale similar to a sheriff sale. This property is located at the north end of North Second Street and west of the Power Plant.

Attached Information

A picture of the property is attached.

Copies Provided to:

N/A





876 N. Second St.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF HAMILTON, OHIO (876 N. Second Street).

WHEREAS, the City of Hamilton, Ohio desires to purchase property located at 876 N. Second Street, Parcel P6431002000031 (collectively, the "Property"); and

WHEREAS, the City agreed to purchase said Property for \$25,000.00 for the purpose of green space or other governmental purpose, from the receiver, Jeff Lane of Prodigy Properties, (hereinafter referred to as "Receiver"), who was appointed by the Court to sell said property.

WHEREAS, pursuant to Section 3.01(A)(8) of the City Charter, Council must approve purchase of property for City purposes; and

WHEREAS, Council desires to approve and ratify the purchase of the Property and to authorize and direct the City Manager to take all actions necessary to effect such purchase, and to ratify any and all prior actions taken by or on behalf of the City in connection with this purchase; and

WHEREAS, Council determines that the purchase of this Property will meet the City's goal of providing green space or other governmental purpose.

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

SECTION I: That it hereby authorizes and directs the purchase of the Property from the Receiver for Twenty - Five Thousand Dollars (\$25,000.00) pursuant to Section 3.01(A)(8) of the Charter of the City of Hamilton, Ohio.

SECTION II: The City Manager is authorized and directed to execute any and all other documents necessary to effect this purchase, subject to the conditions set forth herein.

SECTION III: That it hereby ratifies any and all prior actions taken by or on behalf of the City in connection with this purchase.

SECTION IV: This purchase shall be subject to any easements currently of record and any easements determined necessary by the City for any utility purposes.

SECTION V: This ordinance shall take effect and be in full force from and after the earliest period allowed by law after its passage.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Nicholas Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____

Nicholas Garuckas, City Clerk

CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Deborah J. Hymer, Treasurer

Agenda Item: Report of Final Assessment Rolls and adoption of an ordinance levying the assessments for public improvements for various streets and avenues throughout the City of Hamilton

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input type="checkbox"/> R Realize new investments <input type="checkbox"/> A Add new jobs <input checked="" type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution Ordinance</p>	<p>1st Reading Date: 3/23/16 2nd Reading Date: 3/23/16 Public Hearing Date:</p>	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$ Expenditure: \$ Source Funds:</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to adopt an Ordinance to levy the Final Assessment Roll in accordance with Resolution Numbers R2014-2-13 adopted February 12, 2014 and R2012-6-30 adopted June 27, 2012, ordering the construction and repair of existing sidewalks, curbs and gutters for various streets and avenues throughout the City of Hamilton to pay the cost and expense of such improvements?

Policy Alternative(s)

If Council chooses to not adopt the Ordinance, the assessments will not be collected for the repairs already completed.

Staff Recommendation

It is the recommendation of this office that Council receive this report and adopt the Ordinance as set forth below:

An Ordinance to levy the Final Assessment Rolls in accordance with Resolution Numbers R2014-2-13 adopted February 12, 2014 and R2012-6-30 adopted June 27, 2012, ordering the construction and repair of existing sidewalks, curbs and gutters for various streets and avenues throughout the City of Hamilton to pay the cost and expense of such improvements.



Statutory/Policy Authority

- Chapter 168 of the Codified Ordinances of the City of Hamilton – Procedures for Special Assessment Projects and The Board of Revision of Assessments.

Fiscal Impact Summary

The total collection due the City of Hamilton from such levies totals \$286,729.21. Unpaid balances after the determined due date shall accrue interest and will be amortized and certified by the City Treasurer and forwarded to the Butler County Auditor for future collections through the real estate tax settlements.

Background Information

Pursuant to Resolution Numbers R2014-2-13 adopted February 12, 2014 and R2012-6-30 adopted June 27, 2012, Council ordered the construction and repair of existing sidewalks, curbs and gutters for various streets and avenues throughout the City of Hamilton.

The Final Assessment Rolls, as reported by the Board of Revision of Assessments, setting forth the final assessments against the properties affected by these improvements, has been prepared and it is now necessary to levy the assessments to pay the cost and expense of such improvements.

Attached Information

N/A

Copies Provided to:

N/A



ORDINANCE NO. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS IN ACCORDANCE WITH RESOLUTION NUMBERS R2014-2-13 ADOPTED FEBRUARY 12, 2014 and R2012-6-30, ADOPTED JUNE 27, 2012, RELATIVE TO THE CONSTRUCTION AND REPAIR OF EXISTING SIDEWALKS, CURBS AND GUTTERS ON VARIOUS STREETS AND AVENUES IN THE CITY OF HAMILTON, OHIO. (Final Assessment Rolls for the 2013 Street Resurfacing and Concrete Repair Program)

BE IT ORDAINED by the Council of the City of Hamilton, Ohio:

SECTION I: That to pay the cost and expense of constructing and repairing existing sidewalks, curbs and gutters in accordance with the improvements described in the 2013 Street Resurfacing and Concrete Repair Program setting forth the standard plans and specifications of the City which are on file in the office of the Director of Public Works and in accordance with Resolution numbers R2014-2-13 adopted February 12, 2014 and R2012-6-30, adopted June 27, 2012 by the Council of the City of Hamilton, Ohio, ordering said improvements, the amounts set forth in Exhibit No. 1, which is attached hereto and incorporated herein by reference, are hereby levied and assessed upon the lots and lands therein described.

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Nick Garuckas, City Clerk of the City of Hamilton, State of Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED:

**Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO**

Ordinance No. _____ (cont'd)

EXHIBIT NO. 1

**2013 STREET RESURFACING AND
CONCRETE REPAIR PROGRAM**

**[The rest of this page is intentionally blank;
the entire official list continues on the following pages]**

PUBLIC WORKS ASSESSMENT

2013 CONCRETE REPAIR PROGRAM

HYDE PARK DR

Page 1 of 31

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6412133000019 487 HYDE PARK DR 3222757 23446 W 53. 202	MARCUM CANDY L 487 HYDE PARK DR HAMILTON OH 45013 3464	0.00	0.00	0.00	20.00	0.00	0.00	15.03	\$622.03
P6412133000018 485 HYDE PARK DR 3217073 23446 E 45. 203	LANDI PATRICK JOHN & LINDA ANN 485 HYDE PARK DR HAMILTON OH 45013 3464	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
P6412133000017 485 HYDE PARK DR 3217072 23445 W 49. 204	LANDI PATRICK JOHN & LINDA ANN 485 HYDE PARK DR HAMILTON OH 45013 3464	0.00	0.00	0.00	4.20	0.00	0.00	3.16	\$130.63
P6412133000016 471 HYDE PARK DR 3220621 27047 ENT 205	CHILDS STEVEN S & JUDITH A 455 HYDE PARK DR HAMILTON OH 45013 6300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
P6412133000015 465 HYDE PARK DR 3217071 23444 E 92. 206	CHILDS STEVEN S & JUDITH A 455 HYDE PARK DR HAMILTON OH 45013 6300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
P6412133000014 455 HYDE PARK DR 3217069 23443 ENT 207	CHILDS STEVEN S & JUDITH A 455 HYDE PARK DR HAMILTON OH 45013 3464	0.00	0.00	0.00	30.00	345.15	0.00	78.26	\$3,239.14
P6412133000013 445 HYDE PARK DR 3217068 23442 ENT 208	COOMBS WILLIAM V 445 HYDE PARK DR HAMILTON OH 45013 3464	0.00	0.00	0.00	19.50	127.30	0.00	35.20	\$1,457.03
P6412133000012 435 HYDE PARK DR 3217067 23441 ENT 209	KELLER WILBUR DAVID & MARY ANN 435 HYDE PARK DR HAMILTON OH 45013 3464	0.00	0.00	0.00	20.20	100.32	0.00	31.37	\$1,298.53

HYDE PARK DR

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6412118000052 795 MILLIKIN ST 3213117 19197 ENT 236	PARKER MABEL E 795 MILLIKIN ST HAMILTON OH 45013 3448	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	14.60 \$443.11	138.24 \$901.32	0.00 \$0.00	33.29	\$1,377.72
P6412118000048 230 HYDE PARK DR 3213119 19200 ENT 237	JON ROMMES 230 HYDE PARK DR HAMILTON OH 45013 3439	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	20.00 \$607.00	0.00 \$0.00	0.00 \$0.00	15.03	\$622.03
P6412118000047 230 HYDE PARK DR 3213120 19201 N 163 238	JON ROMMES 230 HYDE PARK DR HAMILTON OH 45013 3439	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	26.00 \$789.10	0.00 \$0.00	0.00 \$0.00	19.54	\$808.64
P6412118000055 302 HYDE PARK DR 3229460 29039 ENT 239	RILEY JOHN & EVA 302 HYDE PARK DR HAMILTON OH 45013 3463	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	41.60 \$1,262.56	0.00 \$0.00	0.00 \$0.00	31.26	\$1,293.82
P6412129000014 310 HYDE PARK DR 3216062 22417 ENT 240	COLE ANTHONY F 310 HYDE PARK DR HAMILTON OH 45013 3463	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	39.20 \$1,189.72	0.00 \$0.00	0.00 \$0.00	29.46	\$1,219.18
P6412129000013 314 HYDE PARK CT 3216063 22418 ENT 241	CARSON STEPHANY MCMULLEN 314 HYDE PARK DR HAMILTON OH 45013 3463	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	32.40 \$983.34	0.00 \$0.00	0.00 \$0.00	24.35	\$1,007.69
P6412129000015 314 HYDE PARK CT 3216082 22419 NW 242	CARSON STEPHANY MCMULLEN 314 HYDE PARK DR HAMILTON OH 45013 3463	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.00 \$455.25	0.00 \$0.00	0.00 \$0.00	11.27	\$466.52
P6412129000017 322 HYDE PARK CT 3216064 22419 ENT 243	REECE STANLEY T & NANTZ KAREN R 322 HYDE PARK DR HAMILTON OH 45013 3465	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	36.00 \$1,092.60	0.00 \$0.00	0.00 \$0.00	27.05	\$1,119.65
P6412129000012 330 HYDE PARK CT 3216065 22420 ENT 244	RUDOLPH PAULA W ETAL 330 HYDE PARK CT HAMILTON OH 45013 3470	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.00 \$455.25	0.00 \$0.00	0.00 \$0.00	11.27	\$466.52

HYDE PARK DR

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6412129000011 334 HYDE PARK DR 3216066 22421 ENT 245	ELLEMAN DAVID G JR & IRIS 334 HYDE PARK DR HAMILTON OH 45013 3465	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	35.00 \$1,062.25	54.40 \$354.69	0.00 \$0.00	35.08	\$1,452.02
P6412129000010 338 HYDE PARK DR 3216067 22422 ENT 246	PERCEILLA STURGILL 1087 CORWIN AVE HAMILTON OH 45015	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	45.00 \$1,365.75	374.00 \$2,438.48	0.00 \$0.00	94.19	\$3,898.42
P6412129000009 342 HYDE PARK DR 3216068 22423 ENT 247	FINNIGAN JAMES P 342 HYDE PARK DR HAMILTON OH 45013 3470	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	30.00 \$910.50	0.00 \$0.00	0.00 \$0.00	22.54	\$933.04
P6412129000008 346 HYDE PARK DR 3216069 22424 ENT 248	STEVEN S & JUDITH CHILDS 455 HYDE PARK DR HAMILTON OH 45013 3465	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.00 \$455.25	0.00 \$0.00	0.00 \$0.00	11.27	\$466.52
P6412129000007 400 HYDE PARK DR 3216070 22425 ENT 249	DICEGLIE CARLO 400 HYDE PARK DR HAMILTON OH 45013 3465	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412129000006 400 HYDE PARK DR 3216071 22426 ENT 250	DICEGLIE CARLO 400 HYDE PARK DR HAMILTON OH 45013 3465	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	30.00 \$910.50	0.00 \$0.00	0.00 \$0.00	22.54	\$933.04
P6412129000005 410 HYDE PARK DR 3226407 19421 N127. 251	FEDERAL NATIONAL MORTGAGE ASSOCIATION PO BOX 650043 DALLAS TX 75265 0043	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	85.00 \$2,579.75	0.00 \$0.00	0.00 \$0.00	63.87	\$2,643.62
P6412129000004 410 HYDE PARK DR 3222694 19421 N127. 252	FEDERAL NATIONAL MORTGAGE ASSOCIATION PO BOX 650043 DALLAS TX 75265 0043	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	84.20 \$2,555.47	0.00 \$0.00	0.00 \$0.00	63.27	\$2,618.74
P6412133000024 414 HYDE PARK DR 3222695 19420 TRA 253	KAMPHAUS NICHOLAS & EMILY 414 HYDE PARK DR HAMILTON OH 45013 3465	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	45.00 \$1,365.75	197.64 \$1,288.61	0.00 \$0.00	65.72	\$2,720.08

HYDE PARK DR

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6412133000023 420 S WASHINGTON BLVD 3223793 19420 TRA 254	CRESPO RHONDA S 420 S WASHINGTON BLVD HAMILTON OH 45013 3552	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412133000022 400 S WASHINGTON BLVD 3226419 19420 TRA 255	SMALLWOOD BRIAN K & KRISTI A 400 S WASHINGTON HAMILTON OH 45013 5178	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	44.00 \$1,335.40	0.00 \$0.00	0.00 \$0.00	33.06	\$1,368.46

RICHWOOD AVE

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6412213000027 914 RICHWOOD AVE 3219905 26309 ENT 310	MALSON MARK D & KARLA G 914 RICHWOOD DR HAMILTON OH 45013 3829	149.00 \$931.25	0.00 \$0.00	0.00 \$0.00	10.00 \$303.50	0.00 \$0.00	0.00 \$0.00	30.57	\$1,265.32
P6412213000028 920 RICHWOOD AVE 3219906 26310 ENT 311	THOMPSON GARY & SHAYONA J 920 RICHWOOD AVE HAMILTON OH 45013 3829	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412213000029 924 RICHWOOD AVE 3219907 26311 ENT 312	CLARK RICHARD E & ANITA E 924 RICHWOOD DR HAMILTON OH 45013 3829	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412213000030 928 RICHWOOD AVE 3220023 26458 ENT 313	MEEHAN JOSEPH E & FRANCES M 928 RICHWOOD DR HAMILTON OH 45013 3829	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412213000031 932 RICHWOOD AVE 3220024 26459 ENT 314	NOES CAROL A & MELVIN L 932 RICHWOOD AVE HAMILTON OH 45013 3829	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	20.40 \$619.14	0.00 \$0.00	0.00 \$0.00	15.33	\$634.47
P6412213000032 944 RICHWOOD AVE 3220450 26871 ENT 315	REYNOLDS RANDALL L & DEANNA MICHELE 944 RICHWOOD DR HAMILTON OH 45013 3829	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	10.00 \$303.50	0.00 \$0.00	0.00 \$0.00	7.51	\$311.01

TAFT PL

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6411132000041 1371 TAFT PL 3226286 26711 ENT 401	HARRISON DAN E 1371 TAFT PL HAMILTON OH 45013 1244	98.00 \$612.50	48.00 \$312.00	0.00 \$0.00	62.00 \$1,881.70	0.00 \$0.00	0.00 \$0.00	69.48	\$2,875.68
P6411136000049-54 Taft Place Condos 0 TAFT PLAC 402	Taft Place Condo Assoc c/o Estep Mgt 400 S 2nd Street Hamilton, OH 45011	62.80 \$392.50	0.00 \$0.00	0.00 \$0.00	70.00 \$1,802.50	0.00 \$0.00	0.00 \$0.00	47.42	\$1,962.42
P6411136000043-48 Taft Place Condos 0 TAFT PLAC 403	Taft Place Condo Assoc c/o Estep Mgt 400 S 2nd Street Hamilton, OH 45011	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	142.90 \$4,337.02	159.04 \$1,036.94	0.00 \$0.00	133.06	\$5,507.01
P6411136000028-33 Taft Place Condos 0 TAFT PLAC 404	Taft Place Condo Assoc c/o Estep Mgt 400 S 2nd Street Hamilton, OH 45011	62.40 \$390.00	20.00 \$130.00	0.00 \$0.00	161.20 \$4,892.42	285.60 \$1,862.11	0.00 \$0.00	180.12	\$7,454.65
P6411136000034-39 Taft Place Condos 0 TAFT PLAC 405	Taft Place Condo Assoc c/o Estep Mgt 400 S 2nd Street Hamilton, OH 45011	20.80 \$130.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	449.76 \$2,932.44	0.00 \$0.00	75.83	\$3,138.26
P6411136000016 3 WOODBURY CT 3290839 27854 ENT 406	ANDREW P WALTON 3 WOODBURY CT HAMILTON OH 45013 6314	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21
P6411136000023 2 WOODBURY CT 3290855 27861 ENT 407	STEWART DONALD L JR TR OF THE STEWART FAMILY TRUST 2 WOODBURY CT HAMILTON OH 45013 6314	0.00 \$0.00	253.12 \$1,645.28	0.00 \$0.00	183.50 \$4,725.13	0.00 \$0.00	0.00 \$0.00	139.56	\$5,775.96
P6411136000024 1362 TAFT PL 3250860 27862 ENT 408	GRABEL GARY W & DIANE G 1362 TAFT PL HAMILTON OH 45013 1249	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	115.00 \$2,961.25	0.00 \$0.00	0.00 \$0.00	61.93	\$2,563.18
P6411136000004 1366 TAFT PL 3227057 27839 ENT 409	GINTER WELDON 1366 TAFT PL HAMILTON OH 45013 1249	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	140.00 \$3,605.00	0.00 \$0.00	0.00 \$0.00	75.39	\$3,120.39

TAFT PL

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6411136000010 1368 TAFT PL 3227066 27848 ENT 410	GIBBONS CONCHETIA CHYLE 1368 TAFT PL HAMILTON OH 45013 6315	0.00	0.00	0.00	80.00	0.00	0.00	43.08	\$1,783.08
P6411132000042 1372 TAFT PL 3220293 26712 ENT 411	FULLER JAMES H & JENNIFER L 1372 TAFT PL HAMILTON OH 45013 1245	0.00	0.00	0.00	55.00	83.20	0.00	43.05	\$1,781.76

LIVINGSTON DR

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6411136000026 71 LIVINGSTON DR 3250863 28757 ENT 509	FIRST FINANCIAL BANK NA TR PO BOX 476 HAMILTON OH 45012 0476	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
P6411136000025 55 LIVINGSTON DR 3250862 28756 ENT 510	HARTKEMEYER JAMES P & MARY ELLEN 55 LIVINGSTON DR HAMILTON OH 45013 1251	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
P6411136000006 7 LIVINGSTON DR 3227059 27841 ENT 511	HINGSBERGEN STEPHANIE L 7 LIVINGSTON DR HAMILTON OH 45013 1268	0.00	0.00	0.00	125.00	216.24	0.00	102.22	\$4,230.86
P6411136000005 5 LIVINGSTON DR 3227058 27840 ENT 512	BROUGHTON ROY E & KERBY PATRICIA E 5 LIVINGSTON DR HAMILTON OH 45013 1268	0.00	0.00	0.00	118.00	279.00	0.00	108.59	\$4,494.17
P6411136000004 1366 TAFT PL 3297057 27839 ENT 513	GINTER WELDON 1366 TAFT PL HAMILTON OH 45013 1249	0.00	0.00	0.00	88.00	0.00	0.00	47.39	\$1,961.39

WOODBURY CT

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6411136000023 2 WOODBURY CT 3250855 27861 ENT 601	STEWART DONALD L JR TR OF THE STEWART FAMILY TRUST 2 WOODBURY CT HAMILTON OH 45013 6314	0.00	0.00	0.00	80.00	0.00	0.00		
		\$0.00	\$0.00	\$0.00	\$2,060.00	\$0.00	\$0.00	43.08	\$1,783.08
P6411136000022 4 WOODBURY CT 3250853 27860 ENT 602	SCHAFER WILLIAM J & MARY REBECCA 4 WOODBURY CT HAMILTON OH 45013 6314	0.00	0.00	0.00	70.00	0.00	0.00		
		\$0.00	\$0.00	\$0.00	\$1,802.50	\$0.00	\$0.00	37.70	\$1,560.20
P6411136000021 6 WOODBURY CT 3250851 27859 ENT 603	BAIRD JOHN & LYNN 6 WOODBURY CT HAMILTON OH 45013 6314	0.00	0.00	0.00	30.00	0.00	0.00		
		\$0.00	\$0.00	\$0.00	\$772.50	\$0.00	\$0.00	16.16	\$668.66
P6411136000020 8 WOODBURY CT 3250850 27858 ENT 604	LLOYD H LAWRENCE & DONNA J 8 WOODBURY CT HAMILTON OH 45013 6314	0.00	0.00	0.00	10.00	0.00	0.00		
		\$0.00	\$0.00	\$0.00	\$257.50	\$0.00	\$0.00	5.39	\$222.89
P6411136000019 9 WOODBURY CT 3250848 27857 ENT 605	WALLACE JOHN N & RUTHANN 9 WOODBURY CT HAMILTON OH 45013 6314	0.00	180.00	0.00	32.00	0.00	0.00		
		\$0.00	\$1,170.00	\$0.00	\$824.00	\$0.00	\$0.00	46.20	\$1,912.20
P6411136000018 7 WOODBURY CT 3250844 27856 ENT 606	HOOVER DALE 7 WOODBURY CT HAMILTON OH 45013 6314	0.00	0.00	0.00	55.00	131.30	0.00		
		\$0.00	\$0.00	\$0.00	\$1,416.25	\$856.08	\$0.00	50.82	\$2,103.14
P6411136000017 5 WOODBURY CT 3250842 27855 ENT 607	CLAWSON HARRY A & MARJORIE J TRS 5 WOODBURY CT HAMILTON OH 45013 6314	0.00	0.00	0.00	104.00	176.96	0.00		
		\$0.00	\$0.00	\$0.00	\$2,678.00	\$1,153.78	\$0.00	84.57	\$3,500.35
P6411136000016 3 WOODBURY CT 3250839 27854 ENT 608	MIDDLEBROOK MARTI L 3 WOODBURY CT HAMILTON OH 45013 6314	0.00	0.00	0.00	101.00	0.00	0.00		
		\$0.00	\$0.00	\$0.00	\$2,600.75	\$0.00	\$0.00	54.39	\$2,251.14

ELLSWORTH CT

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P641113800005 2 ELLSWORTH 0 28762 ENT 701	VOGEL FREDERICK N & LINDA K 2 ELLSWORTH CT HAMILTON OH 45013 6300	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P641113800004 5 ELLSWORTH 0 28761 ENT 702	WIEGAND DANIEL G & SANDRA S 5 ELLSWORTH CT HAMILTON OH 45013 6308	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	12.60 \$382.41	0.00 \$0.00	0.00 \$0.00	9.47	\$391.88
P641113800003 20 ELLSWORTH 0 28760 ENT 703	HART KATHRYN SUSAN 20 ELLSWORTH CT HAMILTON OH 45013 6300	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	33.60 \$1,019.76	216.48 \$1,411.45	0.00 \$0.00	60.20	\$2,491.41
P641113800002 15 ELLSWORTH CT 3200702 28759 ENT 704	RICHARD H & KAREN BUTTERFIELD 15 ELLSWORTH CT Hamilton Ohio 45013	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.00 \$386.25	0.00 \$0.00	0.00 \$0.00	8.08	\$334.33
P641113800001 85 LIVINGSTON DR 0 28758 ENT 705	E WAYNE & MARIAM P PARKER 85 LIVINGSTON Hamilton Ohio 45013	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.00 \$455.25	0.00 \$0.00	0.00 \$0.00	11.27	\$466.52

BALDWIN

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P641113600009 4 LIVINGSTON 0 27847 ENT 801	HUENTELMAN JOHN A & CONSTANCE 4 LIVINGSTON DR HAMILTON OH 45013 1250	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	65.00 \$1,673.75	0.00 \$0.00	0.00 \$0.00	35.00	\$1,448.75
P6411132000075 5 BALDWIN 0 27846 ENT 802	LEGG JASON P 5 BALDWIN CT HAMILTON OH 45013 1241	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	109.00 \$2,806.75	75.00 \$489.00	0.00 \$0.00	70.81	\$2,930.56
P6411132000073 6 BALDWIN 0 27844 ENT 803	HUDSON GARY L & TERI S 6 BALDWIN CT HAMILTON OH 45013 1241	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	18.00 \$463.50	72.00 \$469.44	0.00 \$0.00	21.32	\$882.26
P6411132000074 7 BALDWIN 0 27845 ENT 804	FLINCHUM CHARLES & BARBARA 7 BALDWIN CT HAMILTON OH 45013 1241	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	18.00 \$463.50	72.00 \$469.44	0.00 \$0.00	21.32	\$882.26
P6411136000008 4 BALDWIN 0 27843 ENT 805	KONRAD LAWRENCE T & BARBARA A 4 BALDWIN CT HAMILTON OH 45013 1241	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.00 \$386.25	0.00 \$0.00	0.00 \$0.00	8.08	\$334.33
P6411136000007 2 BALDWIN 0 27842 ENT 806	KEATING JOSEPH P & LINDA S 2 BALDWIN CT HAMILTON OH 45013 1241	56.80 \$355.00	0.00 \$0.00	0.00 \$0.00	15.00 \$386.25	280.00 \$1,825.60	0.00 \$0.00	62.07	\$2,568.92

ALTON CIR

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6412161000134 1120 JAMES RD 3215925 22275 ENT 901	LOWE SUSAN A 6801 CYPRESS POINT CV AUSTIN TX 78746 7118	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412161000133 25 ALTON CIR 3215926 22276 ENT 902	MCKIDDY ALICE N 25 ALTON CIR HAMILTON OH 45013 3901	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412161000132 40 ALTON CIR 3215927 22277 ENT 903	KIEFER DONNA J TR 40 ALTON CIR HAMILTON OH 45013 3901	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.00 \$455.25	65.00 \$423.80	0.00 \$0.00	21.77	\$900.82
P6412161000131 32 ALTON CIR 3215928 22278 ENT 904	RAQUET MICHAEL L & LINDA SUE 32 ALTON CIR HAMILTON OH 45013 3901	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	31.40 \$952.99	84.24 \$549.24	0.00 \$0.00	37.20	\$1,539.43
P6412161000130 24 ALTON CIR 3228782 22279 ENT 905	RINGEL RONALD E TR THE RINGEL PRINCIPAL PROTECTION INH TR 24 ALTON CIR HAMILTON OH 45013 3901	30.72 \$192.00	0.00 \$0.00	0.00 \$0.00	14.40 \$437.04	78.00 \$508.56	0.00 \$0.00	28.17	\$1,165.77
P6412161000129 10 ALTON CIR 3215929 22280 ENT 906	RAHMES JOHN H 10 ALTON CIR HAMILTON OH 45013 3901	151.04 \$944.00	0.00 \$0.00	0.00 \$0.00	74.00 \$2,245.90	53.12 \$346.34	0.00 \$0.00	87.56	\$3,623.80

EDGETON

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P641213000019 229 HYDE PARK DR 0 19204 ENT <i>1501</i>	STEINWERT VINCENT C & CANDACE P 229 HYDE PARK DR HAMILTON OH 45013 3438	38.22 \$238.88	0.00 \$0.00	0.00 \$0.00	35.00 \$1,062.25	0.00 \$0.00	0.00 \$0.00	32.22	\$1,333.34
P641213000051 EDGETON CT 0 19204 W 5' <i>1502</i>	BETA HOMES LLC 723 MARCIA DR OXFORD OH 45056 2531	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	5.00 \$151.75	0.00 \$0.00	0.00 \$0.00	3.76	\$155.51
P641213000020 20 EDGETON CT 0 19578 ENT <i>1503</i>	BETA HOMES LLC 723 MARCIA DR OXFORD OH 45056 2531	20.00 \$125.00	40.00 \$260.00	0.00 \$0.00	16.40 \$497.74	0.00 \$0.00	0.00 \$0.00	21.86	\$904.60
P641213000021 24 EDGETON CT 0 19577 ENT <i>1504</i>	LYNCH BETHANY W & BRIAN D 24 EDGETON CT HAMILTON OH 45013 3434	40.00 \$250.00	34.00 \$221.00	0.00 \$0.00	25.00 \$758.75	0.00 \$0.00	0.00 \$0.00	30.45	\$1,260.20
P641213000022 28 EDGETON CT 0 19576 ENT <i>1505</i>	ANDREWS WILLIAM ALAN & LINDA 28 EDGETON CT HAMILTON OH 45013 3434	26.40 \$165.00	37.60 \$244.40	0.00 \$0.00	20.00 \$607.00	0.00 \$0.00	0.00 \$0.00	25.17	\$1,041.57
P641213000023 32 EDGETON CT 0 19575 ENT <i>1506</i>	HURST KATHY ANN 32 EDGETON CT HAMILTON OH 45013 3434	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	24.00 \$728.40	0.00 \$0.00	0.00 \$0.00	18.04	\$746.44
P641213000024 36 EDGETON CT 0 19575 N13 ROADWAY <i>1507</i>	BOBER ROBERT K & KENITA M F 36 EDGETON CT HAMILTON OH 45013 3434	0.00 \$0.00	36.00 \$234.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	5.79	\$239.79
P641213000025 EDGETON CT 0 19575 S 7 F <i>1508</i>	CONLEY ANGELA F 33 EDGETON CT HAMILTON OH 45013 3434	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P641213000029 31 EDGETON CT 0 19574 ENT <i>1509</i>	HANSLEY JANE F 31 EDGETON CT HAMILTON OH 45013 3434	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	20.00 \$607.00	0.00 \$0.00	0.00 \$0.00	15.03	\$622.03

EDGETON

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6412130000030 EDGETON CT 0 19573 W 2 F 1510	HANSLEY JANE F 31 EDGETON CT HAMILTON OH 45013 3434	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412130000031 29 EDGETON CT 0 19573 ENT 1511	BOWLING STEPHANIE D 29 EDGETON CT HAMILTON OH 45013 3434	44.00 \$275.00	36.00 \$234.00	0.00 \$0.00	20.00 \$607.00	0.00 \$0.00	0.00 \$0.00	27.63	\$1,143.63
P6412130000032 27 EDGETON CT 0 19572 ENT 1512	QUINN PATRICIA A 27 EDGETON CT HAMILTON OH 45013 3434	58.40 \$365.00	37.60 \$244.40	0.00 \$0.00	20.00 \$607.00	0.00 \$0.00	0.00 \$0.00	30.12	\$1,246.52
P6412130000033 EDGETON CT 0 19569 W 3 1 1513	QUINN PATRICIA A 27 EDGETON CT HAMILTON OH 45013 3434	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412130000034 HYDE PARK DR 0 19569 E 16. 1514	CITY OF HAMILTON 345 HIGH ST SUITE 5 HAMILTON OH 45011	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6412130000035 301 HYDE PARK DR 0 19569 E 100 1515	CECERE BETTY JO CLENDENING 301 HYDE PARK DR HAMILTON OH 45013 3462	64.00 \$400.00	61.60 \$400.40	0.00 \$0.00	31.60 \$959.06	0.00 \$0.00	0.00 \$0.00	43.56	\$1,803.02

BUCKEYE ST

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6431019000053 308 N SEVENTH ST 3121959 02570 S73 10101	THOMAS BETTE PO Box 223 MASON OH 45040 0223	52.50 \$328.13	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	8.12	\$336.25
P6431019000057 N SEVENTH ST 3159835 02571 S73 10102	THOMAS BETTE 308 N 7TH ST HAMILTON OH 45011	100.00 \$625.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.48	\$640.48
P6431019000061 N SEVENTH ST 3121966 02572 S73 10103	THOMAS BETTE 308 N 7TH ST HAMILTON OH 45011 3439	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	10.50 \$68.46	0.00 \$0.00	1.70	\$70.16
P6431019000065 N SEVENTH ST 3121967 02573 S73 10104	THOMAS BETTE 308 N 7TH ST HAMILTON OH 45011 3439	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	30.00 \$910.50	95.00 \$619.40	0.00 \$0.00	37.88	\$1,567.78
P6431019000069 N SEVENTH ST 3121968 02574 S73 10105	THOMAS BETTE 308 N 7TH ST HAMILTON OH 45011 3439	0.00 \$0.00	68.20 \$443.30	0.00 \$0.00	0.00 \$0.00	102.60 \$668.95	0.00 \$0.00	27.54	\$1,139.79
P6431019000070 718 BUCKEYE ST 3101600 02575 ENT 10106	PATECO PROPERTIES LTD 5384 BIBURY RD FAIRFIELD OH 45014 3642	47.50 \$296.88	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	7.35	\$304.23
P6431019000071 722 BUCKEYE ST 3101601 02576 ENT 10107	2507 LTD LLC 337 LUDLOW ST HAMILTON OH 45011 2923	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431019000072 726 BUCKEYE ST 3101602 02577 ENT 10108	PETERS JEFFREY G & DURHAM EDWARD 1597 HINE RD HAMILTON OH 45013 9595	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431019000079 301 N EIGHTH ST 3124044 02578 S22' 10109	COFFEY RANDALL E 3165 HAMILTON MASON RD HAMILTON OH 45011 5307	21.50 \$134.38	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	3.33	\$137.70

BUCKEYE ST

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6431019000086 N EIGHT ST 3121969 02579 S22' 10110 CONS W/79	COFFEY RANDALL E 3165 HAMILTON MASON RD HAMILTON OH 45011 5307	50.00 \$312.50	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	7.74	\$320.24
P6431019000093 N EIGHT ST 3121972 02581 S22' 10111 CONS W/79	COFFEY RANDALL E 3165 HAMILTON MASON RD HAMILTON OH 45011 5307	25.00 \$156.25	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	3.87	\$160.12
P6431019000100 N EIGHTH ST 3121979 02581 S22' 10112 CONS W/79	COFFEY RANDALL 3165 HAMILTON MASON RD HAMILTON OH 45011 5307	25.00 \$156.25	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	3.87	\$160.12
P6431026000024 304 N EIGHTH ST 3102587 04468 ENT 10113	KASNIC DAVID 304 N 8TH ST HAMILTON OH 45011 3445	225.00 \$1,406.25	0.00 \$0.00	0.00 \$0.00	22.60 \$685.91	85.12 \$554.98	0.00 \$0.00	65.54	\$2,712.69
P6431026000026 818 BUCKEYE ST 3102588 04469 S105 10114 CONS W/29	DAWSON RAYMOND EDWARD & CAROL 632 HAVEN AVE HAMILTON OH 45013 2673	50.00 \$312.50	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	7.74	\$320.24
P6431026000029 BUCKEYE ST 3154666 04470 W2 O 10115 CONS W/26	DAWSON RAYMOND EDWARD & CAROL 632 HAVEN AVE HAMILTON OH 45013 2673	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431026000030 822 BUCKEYE ST 3102590 04470 S 114 10116 STRIP	RAINS COYT F & CAROLYN A 1028 WESLEYAN DR FAIRFIELD OH 45014 2840	100.00 \$625.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	15.48	\$640.48
P6431026000031 826 BUCKEYE ST 3102591 04471 ENT 10117	DIETZ DONNA L & DAVID 826 BUCKEYE ST HAMILTON OH 45011 3453	105.00 \$656.25	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	16.25	\$672.50
P6431026000032 828 BUCKEYE ST 3102592 04472 ENT 10118 CONS W/33	CARSON MARK & CONNIE S 828 BUCKEYE ST HAMILTON OH 45011 3453	75.00 \$468.75	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	11.61	\$480.36

BUCKEYE ST

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6431026000081 BUCKEYE ST	HAMILTON PRIMITIVE BAPTIST CHURCH	0.00	0.00	0.00	0.00	0.00	0.00		
3128106 03012 7' ST 10127 CONS W/80	930 BUCKEYE ST HAMILTON OH 45011 3414	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
P6431026000093 BUCKEYE ST	EMBRY GARY L	0.00	0.00	0.00	0.00	0.00	0.00		
3113997 03019 7' ST 10128 CONS W/91	2029 WAYNE MADISON RD TRENTON OH 45067 9759	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
P6431026000094 N TENTH ST	RATCLIFF JOSEPH D	0.00	0.00	0.00	0.00	0.00	0.00		
3113996 03019 7' ST 10129 CONS W/92	8722 S STATE ROUTE 48 LOVELAND OH 45140	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
P6431027000096 TENTH ST	HABITAT FOR HUMANITY TRISTATE OHIO KENTUCKY INDIANA INC	0.00	0.00	0.00	0.00	0.00	0.00		
3118226 32052 NE C 10130	9900 PRINCETON GLENDALE RD CINCINNATI OH 45246 1116	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
P6431027000095 BUCKEY ST	HABITAT FOR HUMANITY TRISTATE OHIO KENTUCKY INDIANA INC	0.00	0.00	0.00	0.00	0.00	0.00		
3118225 32052 CTR 10131	9900 PRINCETON GLENDALE RD CINCINNATI OH 45246 1116	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
P6431027000094 BUCKEYE ST	HABITAT FOR HUMANITY TRISTATE OHIO KENTUCKY INDIANA INC	0.00	0.00	0.00	0.00	0.00	0.00		
3118224 32052 CTR 10132	9900 PRINCETON GLENDALE RD CINCINNATI OH 45246 1116	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
P6431027000093 BUCKEY ST	HABITAT FOR HUMANITY TRISTATE OHIO KENTUCKY INDIANA INC	0.00	0.00	0.00	0.00	0.00	0.00		
3118223 32052 CTR 10133	9900 PRINCETON GLENDALE RD CINCINNATI OH 45246 1116	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
P6431027000091 BUCKEYE ST	HABITAT FOR HUMANITY TRISTATE OHIO KENTUCKY INDIANA INC	0.00	0.00	0.00	48.60	73.44	0.00		
3118222 32052 NW 10134	9900 PRINCETON GLENDALE RD CINCINNATI OH 45246 1116	\$0.00	\$0.00	\$0.00	\$1,475.01	\$478.83	\$0.00	48.38	\$2,002.22

BUCKEYE ST

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6431027000003 811 BUCKEYE ST 3101766 02767 ENT 10144	GENTRY PROPERTIES LLC 3863 MILLIKIN RD HAMILTON OH 45011 2295	25.00 \$156.25	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	3.87	\$160.12
P6431027000002 807 BUCKEYE ST 3101765 02766 ENT 10145	GENTRY PROPERTIES LLC 3863 MILLIKIN RD HAMILTON OH 45011 2295	75.00 \$468.75	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	11.61	\$480.36
P6431027000001 246 N EIGHTH ST 3124841 02765 ENT 10146	REED KENNY 6701 MILLIKIN RD MIDDLETOWN OH 45044 9220	65.50 \$409.38	0.00 \$0.00	0.00 \$0.00	4.80 \$145.68	0.00 \$0.00	0.00 \$0.00	13.74	\$568.80
P6431021000059 BUCKEYE ST 3123997 02558 N110' CONS W/58 10147	WELCOME 2 HOME PROPERTIES LLC PO BOX 814 HAMILTON OH 45012	25.00 \$156.25	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	3.87	\$160.12
P6431021000058 741 BUCKEYE ST 3124016 02559 E1'OF CONS W/59 10148	WELCOME 2 HOME PROPERTIES LLC PO BOX 814 HAMILTON OH 45012 0814	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431021000057 737 BUCKEYE ST 3101594 02559 ENT N 110 FT & 10149	KRAMER DALE M 6397 GEORGETOWN RD FAIRFIELD OH 45014 5623	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431021000056 733 BUCKEYE ST 3101595 02560 ENT 10150	DANIELS TODD P & SARAH 730 DAYTON ST HAMILTON OH 45011 3460	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431021000055 729 BUCKEYE ST 3101596 02561 ENT 10151	DANIELS TODD P & SARAH 730 DAYTON ST HAMILTON OH 45011 3460	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431021000054 725 BUCKEYE ST 3101597 02562 ENT 10152	DART CHERYL E 725 BUCKEYE ST HAMILTON OH 45011 3450	30.00 \$187.50	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	4.64	\$192.14

CARVER

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6461004000009 320 CARVER PL 0 22127 ENT <i>10301</i>	WIGGINS ALICE G & FLENNOY MARLENE 1069 S 12TH ST HAMILTON OH 45011 4008	0.00	0.00	0.00	50.00	0.00	0.00	26.93	\$1,114.43
P6461004000010 330 CARVER PL 0 22128 ENT <i>10302</i>	CHAPMAN CALVIN 330 CARVER PL HAMILTON OH 45011 3302	101.60	11.20	0.00	50.00	0.00	0.00	44.45	\$1,839.75
P6461004000011 340 CARVER PL 0 22129 ENT <i>10303</i>	WILMA A BYRD 5095 COOK AVE CINCINNATI OH 45242	0.00	20.80	0.00	50.00	0.00	0.00	30.27	\$1,252.97
P6461004000012 350 CARVER PL 0 22130 ENT <i>10304</i>	JOHNSON SAMUEL ROY & WANDA LEE 4912 WICKLOW DR MIDDLETOWN OH 45042 3089	0.00	0.00	0.00	25.00	0.00	0.00	13.46	\$557.21
P6461004000013 360 CARVER PL 0 22131 ENT <i>10305</i>	LMC PROPERTY MANAGEMENT II LLC 7015 RED ASH CT HAMILTON OH 45011 5673	36.00	60.80	0.00	150.00	73.20	0.00	107.95	\$4,467.92
P6461004000014 1341 CARVER PL 0 22132 ENT <i>10306</i>	HARPER STEPHANIE 3235 DALMELLINGTON CT CINCINNATI OH 45251 1269	60.80	0.00	0.00	30.00	0.00	0.00	25.56	\$1,058.06
P6461004000015 1335 CARVER PL 0 22133 ENT <i>10307</i>	PHILLIPS HARRY & ALMEADE 988 RICHWOOD CIR HAMILTON OH 45013 3898	0.00	0.00	0.00	25.00	0.00	0.00	13.46	\$557.21
P6461004000016 1329 CARVER PL 0 22134 ENT <i>10308</i>	SMILEY MARGESTINE 1329 CARVER PL HAMILTON OH 45011 3303	61.60	0.00	0.00	30.00	0.00	0.00	25.69	\$1,063.19
P6461004000017 1323 CARVER PL 0 22135 ENT <i>10309</i>	CAIN WILLIE H 1323 CARVER PL HAMILTON OH 45011 3303	0.00	0.00	0.00	20.00	66.49	0.00	21.50	\$890.02

CARVER

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6461004000018 1317 CARVER PL 0 22136 ENT <i>10310</i>	DUNCAN TERRY W & RUTH C 1490 DIXIE HWY HAMILTON OH 45011 4038	41.60 \$260.00	40.80 \$265.20	0.00 \$0.00	30.00 \$772.50	61.20 \$399.02	0.00 \$0.00	39.04	\$1,615.76
P6461004000019 1309 CARVER PL 0 22137 ENT <i>10311</i>	HOLMES JERLEAN 1309 CARVER PL SUITE 500 HAMILTON OH 45013 9999	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	30.00 \$772.50	0.00 \$0.00	0.00 \$0.00	16.16	\$668.66
P6461004000022 351 KNIGHTSBRIDGE DR 0 22138 ENT <i>10312</i>	TURPIN MARLAN L 351 KNIGHTSBRIDGE DR HAMILTON OH 45011 3119	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	40.00 \$1,030.00	0.00 \$0.00	0.00 \$0.00	21.54	\$891.54
P6461004000023 365 KNIGHTSBRIDGE DR 0 22139 ENT <i>10313</i>	CAVER LORETTA M PO BOX 2326 SUWANNEE GA 30024	40.80 \$255.00	40.80 \$265.20	0.00 \$0.00	30.00 \$772.50	62.00 \$404.24	0.00 \$0.00	39.05	\$1,615.99
P6461004000024 1306 CARVER PL 0 22140 ENT <i>10314</i>	JEFFERSON NELLIE O 1306 CARVER PL HAMILTON OH 45011 3304	60.00 \$375.00	40.00 \$260.00	0.00 \$0.00	25.00 \$643.75	60.00 \$391.20	0.00 \$0.00	38.87	\$1,608.82
P6461004000025 1316 CARVER PL 0 22141 ENT <i>10315</i>	REID JULIE 1316 CARVER PL HAMILTON OH 45011 3304	101.60 \$635.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	29.19	\$1,207.94
P6461004000026 1328 CARVER PL 0 22142 ENT <i>10316</i>	HOWARD BARBARA ANN 1981 ROLLING HILLS BLVD FAIRFIELD OH 45014 3729	99.20 \$620.00	0.00 \$0.00	0.00 \$0.00	30.00 \$772.50	0.00 \$0.00	0.00 \$0.00	31.51	\$1,304.01
P6461004000027 1334 CARVER PL 0 22143 ENT <i>10317</i>	KIMBLE GREGORY W 1334 CARVER PL HAMILTON OH 45011 3304	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21
P6461004000028 1340 CARVER PL 0 22144 ENT <i>10318</i>	HURD PATRICIA A 1340 CARVER PL HAMILTON OH 45011 3304	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21

CARVER

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6461004000029 1344 CARVER PL 0 22145 ENT <i>10319</i>	PATRICIA ANN HURD 1340 CARVER PL HAMILTON OH 45011 3304	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	20.00 \$515.00	0.00 \$0.00	0.00 \$0.00	10.77	\$445.77
P6461004000030 CARVER PL 0 22146 N 4 F <i>10320</i>	HURD PATRICIA A 1340 CARVER PL HAMILTON OH 45011 3304	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	4.00 \$103.00	0.00 \$0.00	0.00 \$0.00	2.15	\$89.15
P6461004000031 1348 CARVER PL 0 22146 S 46 <i>10321</i>	LEVERETTE STEVEN & MARVA 2260 MOSSY GROVE HAMILTON OH 45013 5159	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21
P6461004000032 CARVER PL 0 22147 N 4 F <i>10322</i>	LEVERETTE STEVEN & MARVA 2260 MOSSY GROVE HAMILTON OH 45013 5159	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	4.00 \$103.00	0.00 \$0.00	0.00 \$0.00	2.15	\$89.15
P6461004000033 1352 CARVER PL 0 22147 S 46 <i>10323</i>	FIRST FINANCIAL BANK 225 PICTORIA DR STE 700 CINCINNATI OH 45246	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21
P6461004000034 CARVER PL 0 22148 N TRI <i>10324</i>	FIRST FINANCIAL BANK 225 PICTORIA DR STE 700 CINCINNATI OH 45246	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	3.00 \$77.25	0.00 \$0.00	0.00 \$0.00	1.62	\$66.87
P6461004000035 1356 CARVER PL 0 22148 ENT <i>10325</i>	SHIRLEY DAVE & HENRIETTA 995 RICHWOOD CIR HAMILTON OH 45013 3304	49.60 \$310.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	64.68 \$421.71	0.00 \$0.00	31.58	\$1,307.04
P6461004000036 381 CARVER PL 0 22149 ENT <i>10326</i>	LEPERA JAMES A 17 MARCEL CT FAIRFIELD OH 45014 3653	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	20.00 \$515.00	63.24 \$412.32	0.00 \$0.00	20.98	\$868.30
P6461004000037 371 CARVER PL 0 22150 ENT <i>10327</i>	Tim Darnell 371 CARVER PL HAMILTON OH 45011	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	59.52 \$388.07	0.00 \$0.00	23.07	\$954.89

CARVER

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F.			CRB/GUT LIN.FT	DRIVE S.F.		Incidental Fee:	TOTAL ASSESSMENT
		4"	6"	7"		6"	7"		
P6461004000038 361 CARVER PL 0 22151 ENT 10328	GALLAHER EVA 9368 SHERBORN DR CINCINNATI OH 45231 3628	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21
P6461004000039 351 CARVER PL 0 22152 ENT 10329	PETERS SAMUEL L & ANNETTE M 1390 W TAYLOR SCHOOL RD HAMILTON OH 45013 9710	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21
P6461004000040 341 CARVER PL 0 22153 ENT 10330	HURD RUTH 341 CARVER PL HAMILTON OH 45011 3301	64.80 \$405.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	23.49	\$972.24
P6461004000041 331 CARVER PL 0 22154 ENT 10331	AVERY ANNA C 331 CARVER PL HAMILTON OH 45011 3301	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21
P6461004000042 321 CARVER PL 0 22155 ENT 10332	COLEMAN GREGG & BRENDA J 321 CARVER PL HAMILTON OH 45011 3301	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	25.00 \$643.75	0.00 \$0.00	0.00 \$0.00	13.46	\$557.21

Total: \$240,593.44

PUBLIC WORKS ASSESSMENT

2013 CONCRETE REPAIR PROGRAM

N Third St

Page 1 of 2

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F. 4"	RETAINING WALL		CRB/GUT LIN.FT	Incidental Fee:	TOTAL ASSESSMENT
			CONC	RR TIE"			
P6431010000043 303 N THIRD ST 0 27399 ENT 1	MONKEY MUTUAL AID 303 N THIRD ST Hamilton Ohio 45011	337.50 \$2,362.50	0.00 \$0.00	0.00 \$0.00	45.00 \$1,372.50	92.31	\$3,820.56
P6431010000041 319 N THIRD ST 0 180 N 155' 2	Hamilton Community Foundation 319 N THIRD ST Hamilton Ohio 45011	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431010000026 329 N THIRD ST 0 192 S 50 FT 3	Hamilton CORE 236 HIGH ST Hamilton Ohio 45011	375.00 \$2,625.00	45.00 \$1,298.25	0.00 \$0.00	50.00 \$1,525.00	134.71	\$5,575.46
P6431010000025 333 N THIRD ST 0 192 N 50 OF 4	Wilks, William TR 319 N SECOND ST PO BOX 295 Hamilton Ohio 45011	375.00 \$2,625.00	20.00 \$577.00	0.00 \$0.00	50.00 \$1,525.00	116.85	\$4,836.35
P6431010000024 339 N THIRD ST 0 192 S 30 OF 5	Wilks, William TR 319 N SECOND ST PO BOX 295 Hamilton Ohio 45011	225.00 \$1,575.00	20.00 \$577.00	0.00 \$0.00	30.00 \$915.00	75.83	\$3,138.33
P6431010000023 345 N THIRD ST 0 192 N 70 6	Wilks, William TR 319 N SECOND ST PO BOX 295 Hamilton Ohio 45011	525.00 \$3,675.00	29.00 \$836.65	0.00 \$0.00	70.00 \$2,135.00	164.31	\$6,800.46
P6431010000044 346 N THIRD ST 0 28337 ENT 7	Wilks, William TR 319 N SECOND ST PO BOX 295 Hamilton Ohio 45011	412.50 \$2,887.50	0.00 \$0.00	12.00 \$498.00	55.00 \$1,677.50	125.16	\$5,179.91
P6431010000045 340 N THIRD ST 0 28338 ENT 8	Wilks, William TR 319 N SECOND ST PO BOX 295 Hamilton Ohio 45011	255.00 \$1,785.00	18.00 \$519.30	19.00 \$788.50	34.00 \$1,037.00	102.13	\$4,226.83

N Third St

PARCEL ID PROPERTY ADDRESS CONTROL#/ LOT NO	OWNER NAM MAIL ADDRESS	SIDEWALK S.F. 4"	RETAINING WALL		CRB/GUT LIN.FT	Incidental Fee:	TOTAL ASSESSMENT
			CONC	RR TIE"			
P6431010000046 332 N THIRD ST 0 26919 ENT 9	Wilks, William TR 319 N SECOND ST PO BOX 295 Hamilton Ohio 45011	555.00 \$3,885.00	59.00 \$1,702.15	0.00 \$0.00	74.00 \$2,257.00	193.95	\$8,027.00
P6431010000047 328 N THIRD ST 0 193 S 37 10	JPMORGAN CHASE BANK NA 800 BROOKSEGE BLVD WESTERVILLE OH 43081	277.50 \$1,942.50	47.00 \$1,355.95	0.00 \$0.00	37.00 \$1,128.50	109.47	\$4,530.87
P6431010000063 300 N THIRD ST 0 11	TRS Lane Public Library 300 N THIRD ST Hamilton Ohio 45011	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431010000064 300 N THIRD ST 0 12	TRS Lane Public Library 300 N THIRD ST Hamilton Ohio 45011	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00
P6431010000065 300 N THIRD ST 0 13	City of Hamilton 300 N THIRD ST Hamilton Ohio 45011	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	0.00	\$0.00

Total: \$46,135.77

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Michael Gurr, Field Services Superintendent

Agenda Item: Compressed Natural Gas Dispensing Royalty Agreement for the City's CNG Station (US Gain)

Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	Related Strategic Goal(s) <input type="checkbox"/> R Realize new investments <input type="checkbox"/> A Add new jobs <input type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
Ordinance or Resolution Ordinance	1 st Reading Date: 3-23-16 2 nd Reading Date: 3-23-16 Public Hearing Date: N/A	
Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i>	City Council (or other):	
Contract	<input checked="" type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>
	Expenditure: \$	
	Source Funds: Gas Utility Fund	

Policy Issue

Does City Council wish to: (a) adopt legislation to waive any additional advertising, bid or other requirements as set forth in Section 171 of the Codified Ordinances of the City of Hamilton, Ohio; (b) ratify and approve the informal bid process undertaken by the Administration and the selection of U.S. Venture, Inc.; and (c) authorize and direct the City Manager to execute an agreement between the City and U.S. Venture, Inc. relative to the branding and marketing of the City's Compressed Natural Gas Dispensing Facility?

Policy Alternative(s)

Council may choose not to adopt such legislation to waive any additional advertising, bid or other requirements as set forth in Chapter 171 of the Codified Ordinances of the City of Hamilton, Ohio, and not ratify and approve the informal bid process undertaken by the Administration and the selection of U.S. Venture, Inc. If the legislation is not adopted, the City will lose sales revenue.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation. In order to do so, Council will need to waive any additional advertising, bid or other requirements as set forth in Chapter 171 of the Codified Ordinances of the City of Hamilton, Ohio and ratify and approve the informal bid process undertaken by the Administration and the selection of U.S. Venture, Inc. This legislation will boost gas system revenue with a guaranteed minimum sales volume.



Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.

Fiscal Impact Summary

The City's CNG fueling station will be co-branded to include the "Gain Clean Fuel" trademark. U.S. Gain will pay the cost of the natural gas and electric utilities at the CNG fueling station and the City will be billed at cost for internal CNG and Rumpke consumption. The City will remain responsible for repair and maintenance items. The City will retain 100% of all revenue associated with City Fleet vehicles and the Rumpke vehicle contract. All outside sales as a result of GAIN; the City receives a .20 cents royalty for each Gasoline Gallon Equivalent (GGE) sold. GAIN guarantees 50K GGE's in sales for year one and 100K GGE in sales for years two through five.

GAIN will pay royalties to the City of Hamilton as follows:

Year 1 - \$10,000 (minimum)

Year 2 - \$20,000 (minimum)

Year 3 - \$20,000 (minimum)

Year 4 - \$20,000 (minimum)

Year 5 - \$20,000 (minimum)

Background Information

The key to covering the variable operation and maintenance expenses of the Compressed Natural Gas (CNG) fueling station and to also make a contribution to the CNG fueling station's fixed costs is increased sales volume. The Utilities department has been aggressively pursuing external customers for our CNG fueling station. For this reason, the Utilities department informally requested and received proposals from three firms that market CNG fuel to carrier fleets across the United States. The intention is to develop a royalty arrangement with such a CNG marketing firm to utilize more of the City's CNG fueling station capacity.

Three firms submitted proposals: IGS Energy, Dublin, OH; Clean Energy, Newport Beach, CA; and U.S. Venture (U.S. Gain), Appleton, WI. Of the submissions, U.S. Gain was the only firm to offer a guaranteed \$.20 royalty to the City for each Gasoline Gallon Equivalent (GGE) dispensed to U.S. Gain customers at the City's CNG fueling station. U.S. Gain operates a network of strategically located sites along major shipping corridors and their fleet customers include such companies as Anheuser-Busch, Proctor & Gamble, Dart, and Anderson Windows.

Attached Information

N/A

Copies Provided to:

N/A



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF HAMILTON AND U.S. VENTURE, INC., RELATIVE TO THE BRANDING AND MARKETING OF THE CITY'S COMPRESSED NATURAL GAS DISPENSING FACILITY.

WHEREAS, in connection with the City's desire to increase sales volume of compressed natural gas, the Public Utilities Department informally requested and received proposals from three firms to market Compressed Natural Gas fuel at the City's Compressed Natural Gas Dispensing Facility (the "Facility"); and

WHEREAS, U.S. Venture, Inc. proposed to use a portion of the Facility for the sale and distribution of Compressed Natural Gas under the Gain Clean Fuel trademark in exchange for its payment of certain royalty payments to the City; and

WHEREAS, the City is agreeable to granting U.S. Venture, Inc. certain rights to use a portion of the Facility for the sale and distribution of Compressed Natural Gas under the Gain Clean Fuels trademark; and

WHEREAS, U.S. Venture, Inc. will pay a royalty to the City based on the amount of Gasoline Gallon Equivalents dispensed at the Facility; and

WHEREAS, the Administration recommends that Council waive any additional advertising, bid or other requirements as set forth in Chapter 171 of the Codified Ordinances of the City of Hamilton, Ohio, ratify the informal bid process undertaken by the Administration and approve the selection of U.S. Venture, Inc.; and

WHEREAS, the Administration recommends that Council direct the City Manager to execute an agreement with U.S. Venture, Inc. relative to the branding and marketing of the Facility.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hamilton, Ohio that:

SECTION I: Council hereby waives any additional advertising, bid or other requirements as set forth in Chapter 171 of the Codified Ordinance of the City of Hamilton, Ohio for purposes of soliciting additional proposals for the branding and marketing of Compressed Natural Gas at the Facility; ratifies the informal bid process undertaken by the Administration; and approves the selection of U.S. Venture, Inc. as the entity to brand and market Compressed Natural Gas at the Facility.

SECTION II: The City Manager be and is hereby authorized and directed to execute an agreement by and between the City and U.S. Venture, Inc. relative to the branding and marketing of Compressed Natural Gas at the Facility. Said agreement shall be substantially in the form of Exhibit No. 1 attached hereto and made a part hereof, subject to any amendments recommended by the Director of Law or the Director of Public Utilities determined to be in the best interest of the City of Hamilton, Ohio.

SECTION III: That Council specifically finds that to engage in further advertising or taking of bids would constitute a waste of municipal resources given that U.S. Venture, Inc. was the only company that met all of the City's requirements for the branding and marketing of Compressed Natural Gas at the Facility and also was the only interested party that agreed to pay the City a royalty based on Compressed Natural Gas sales at the Facility.

SECTION IV: This ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

Resolution No. _____ (cont'd)

CERTIFICATE

I, Nicholas Garuckas, Acting City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____.

Nicholas Garuckas, Acting City Clerk
CITY OF HAMILTON, OHIO

COMPRESSED NATURAL GAS DISPENSING ROYALTY AGREEMENT

This Compressed Natural Gas Dispensing Royalty Agreement ("Agreement") is made as of _____, 2016 (the "Execution Date") by and between U.S. Venture, Inc., a Wisconsin corporation, with its principal place of business located at 425 Better Way, Appleton, Wisconsin 54915 ("U.S. Gain") and the City of Hamilton, Ohio ("Hamilton").

WHEREAS, Hamilton is the owner of Hamilton's Property, which is used, in part, as a compressed natural gas dispensing facility ("CNG Dispensing Facility");

WHEREAS U.S. Gain is engaged in the CNG fueling business and operates CNG dispensing facilities under the Gain Clean Fuel trademark;

WHEREAS U.S. Gain desires to use a portion of Hamilton's Property for the purpose of utilizing the CNG Dispensing Facility for the sale and distribution of CNG under the Gain Clean Fuel trademark;

WHEREAS, Hamilton is agreeable to granting U.S. Gain certain rights to use a portion of Hamilton's Property for the sale and distribution of CNG under the Gain Clean Fuel trademark(s); and,

WHEREAS, U.S. Gain will pay a Royalty to Hamilton based on the amounts of Gasoline Gallon Equivalent ("GGE") dispensed at the CNG Dispensing Facility;

NOW, THEREFORE, the Parties agree as follows:

1. HAMILTON'S PROPERTY: 2220 South Erie Blvd., City of Hamilton, Butler County, Ohio, as more particularly described in Addendum A.
2. BRANDED PREMISES: That portion of Hamilton's Property on which the Branded Premises (as defined in Addendum C) will be located and which will be branded with U.S. Gain trademarks, as described in Addendum B.
3. VEHICULAR EASEMENT AREAS: As shown on Addendum B.
4. COMMENCEMENT DATE: The Commencement Date shall be the first day of the month following the date the Branded Premises is complete and open for business under U.S. Gain's trade name (the "Conversion Date"). Hamilton in its sole discretion may terminate this Agreement if U.S. Gain fails to achieve a Conversion Date within 90 days after the Execution Date, without any liability to Hamilton as a result of the termination.
5. INITIAL TERM: Unless this Agreement is terminated as provided for in this Agreement, the Initial Term shall begin on the Commencement Date and continue until 11:59 p.m. on the last day of the month during which the date that is five (5) years after the Commencement Date occurs.

6. OPTIONAL
EXTENSION:

U.S. Gain shall have an option (the "Option") to extend the Initial Term by five (5) years by providing written notice (the "Extension Notice") to Hamilton no less than ninety (90) days prior to the expiration of the Initial Term (such extension term, when taken together with the Initial Term, may be referred to herein where appropriate as the "Term"). The Option shall only be deemed to have been properly executed by U.S. Gain if, and only if, the terms and conditions under which U.S. Gain will use the Branded Premises during the extended term are agreed upon by the Parties in writing thirty (30) days prior to the first day of the extended term.

The right of U.S. Gain to extend the Initial Term of this Agreement may only be exercised if, and only if: (a) the Extension Notice is timely delivered to Hamilton; (b) at the time of delivering any such Extension Notice, U.S. Gain is not in Default (defined below) under this Agreement; and (c) the terms and conditions under which U.S. Gain will use the Branded Premises during the extended term shall have been agreed upon by the Parties in writing thirty (30) days prior to the first day of the extended term. The failure to properly extend the Initial Term shall automatically result in a forfeiture of the Option.

7. ROYALTIES:

On the 15th day of the first month following the Commencement Date, and on the same day of each month thereafter for the balance of the Term of this Agreement, U.S. Gain shall pay to Hamilton a royalty (the "Royalty") as follows:

Gain Anchor Customers: \$0.20 per GGE that Gain Anchor Customers purchase from the CNG Dispensing Facility; and

Gain Contract Customers: Fifty percent (50%) of the difference between the gross revenues received by Gain for sales at the CNG Dispensing Facility, less: (i) Utility Cost of Gas, defined below, on all GGEs that Gain Contract Customers purchase from the CNG Dispensing Facility; (ii) the applicable utility service charges and fees (including, but not limited to, electricity charges); (iii) all federal, state, and local taxes (e.g., fuels taxes levied on the sale of CNG); and, (iv) any applicable third-party processing fees (per transaction). An example of this calculation is included as Attachment 1 to this Agreement. Notwithstanding the above, Dealer shall never receive less than \$0.20 per GGE on all GGE's purchased from the CNG Dispensing Facility by Gain Contract Customers.

"Gain Anchor Customers" shall mean customers, with whom U.S. Gain has contracted, or will contract with, and who are bound by minimum GGE requirements and other obligations

with regard to U.S. Gain owned or operated CNG dispensing facilities, including the CNG Dispensing Facility.

"Gain Contract Customers" shall mean customers designated by U.S. Gain, with whom U.S. Gain has contracted or will contract with, and who may be bound by minimum GGE requirements with regard to U.S. Gain owned or operated CNG dispensing facilities, including the CNG Dispensing Facility, and whose GGE gallons represent incremental growth to U.S. Gain's national supply network.

On or before the Commencement Date, U.S. Gain will provide Hamilton with a list ("Customer List") that identifies current Gain Anchor Customers and Gain Contract Customers. Hamilton understands and agrees that this list is subject to change, with reasonable advanced written notice. U.S. Gain will update this Customer List quarterly.

For purposes of this Agreement, "Utility Cost of Gas" shall mean all cost components that make up the rate charged under the City of Hamilton General Services tariff, plus any customer charges assessed by Hamilton pursuant to such tariff or applicable rate schedule.,

During the Term of this Agreement, U.S. Gain shall provide Hamilton with a quarterly written report within fifteen (15) days after the end of each calendar quarter which shall set forth: (a) the names of all of the customers at the Branded Facility during the prior quarter; (b) the number of GGEs dispensed during the prior quarter to (i) Gain Anchor Customers, (ii) Gain Contract Customers, (iii) Retail or non-Gain Contract or Anchor Customers, (iv) Hamilton Customers (defined below) and (v) any other customers; (c) the GGE price paid by each Customer during the month; (d) Royalties paid for the prior quarter in connection with sales to (i) Gain Anchor Customers, (ii) Gain Contract Customers, (iii) Retail Non-Gain Contract or Anchor Customers, (iv) Hamilton Customers, and (v) other customers; and (e) such other information as Hamilton may reasonably request. Hamilton shall have the right, exercisable by delivery of a written notice to U.S. Gain, to audit and inspect the books and records of U.S. Gain regarding the Business (defined below) and the reports provided to Hamilton by U.S. Gain pursuant to this Paragraph.

On the first anniversary of the Commencement Date, if the volume of GGEs purchased from the CNG Dispensing Facility in that year is less than 50,000 GGEs, then U.S. Gain must pay Royalties to Hamilton by April 1, 2017, in an amount equal to: (a) the difference between 50,000 and the actual volume purchased from the CNG Dispensing Facility; multiplied by (b) \$0.25 (the "Year One Shortfall Amount").

On the anniversary of the Commencement Date for years two through five of the Initial Term of this Agreement, if the volume of GGEs purchased from the CNG Dispensing Facility in any year is less than 100,000 GGEs, then U.S. Gain must pay Royalties to Hamilton by April 1st of the following year in an amount equal to: (a) the difference between 100,000 and the actual volume purchased from the CNG Dispensing Facility; (b) multiplied by \$0.25 (the "Years Two-Five Shortfall Amount").

On the anniversary of the Commencement Date for years six through ten of Term of this Agreement (provided that U.S. Gain exercises its Option as set forth in Paragraph 6 of this Agreement), if the volume of GGEs purchased from the CNG Dispensing Facility in any year is less than 200,000 GGEs, then Hamilton in its sole discretion may terminate this Agreement without any liability to Hamilton as a result of the termination.

8. Retail or non-Gain Contract or Anchor Customers

Except for the GGEs purchased by Rumpke Trash and vehicles that are part of the Hamilton City fleet [Rumpke Trash and Hamilton (with respect to its fleet vehicles) being collectively hereinafter referred to as "Hamilton Customers"], U.S. Gain shall retain \$0.10 per GGE purchased from the CNG Dispensing Facility by Retail or non-Gain Contract or Anchor Customers and pay to Hamilton by the fifteenth (15th) day of the month following any such sale the balance of the sale proceeds, less electric charges and taxes (said amount payable to Hamilton being hereinafter referred to as the "Retail Sale Proceeds").

For purposes of this Agreement "Retail or non-Gain Contract or Anchor Customers" shall mean any customers purchasing GGEs from the CNG Dispensing Facility that are not subject to a supply contract for CNG with U.S. Gain.

9. HAMILTON CUSTOMERS:

On a monthly basis beginning in March, 2016, U.S. Gain shall invoice Hamilton (at the same rate as Hamilton invoiced U.S. Gain) for the GGEs dispensed from the CNG Dispensing Facility by Hamilton Customers during the prior month. Each such invoice shall be submitted to Hamilton by the tenth (10th) day of the month (the "Payment Request Date") following the month in which the GGEs were dispensed. With each invoice U.S. Gain will submit to Hamilton a statement itemizing the GGEs dispensed to Hamilton Customers from the CNG Dispensing Facility during the prior month. Hamilton will pay U.S. Gain the amount requested in the invoice within thirty (30) days after the Payment Request Date.

10. U.S. GAIN'S
REPRESENTATIVE(S)
AND ADDRESS(ES)
(including for notices):

U.S. Venture, Inc.
Attn: Bill Renz
425 Better Way
Appleton, WI 54915
Fax: (920) 788-7047

With a copy to:
U.S. Venture, Inc.
Attn: Legal Department
425 Better Way
Appleton, WI 54915
Fax: (920) 730-7983.

Hamilton's
Representatives

Michael Gurr
Field Services Director
345 High St., Ste. 450
Hamilton, OH 45011
gurrm@ci.hamilton.oh.us

With a copy to:
Kevin M. Maynard
Director of Public Utilities
345 High St., Suite 450
Hamilton, OH 45011
childsd@ci.hamilton.oh.us

Heather Sanderson Lewis
Law Director
Millikin & Fitton Law Firm
232 High Street
Hamilton, OH 45011
lewis@mfitton.com

11. EXCLUSIVE
TERRITORY

During the Term of this Agreement, neither U.S. Gain nor any of its affiliated or subsidiary entities shall build, own, lease, brand or operate a CNG dispensing facility within a 20-mile radius of Hamilton's Property.

12. ADDENDA
(incorporated by
reference):

A, B, C, and D.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Hamilton and U.S. Gain have executed and delivered this Agreement as of the Execution Date.

HAMILTON:
CITY OF HAMILTON, OHIO

U.S. GAIN:
U.S. VENTURE, INC.

By: _____
(signature)

By: Elyse Mollner _____
(signature)

Name: Joshua Smith
(print name)

Name: Elyse Mollner Stackhouse
(print name)

As Its: City Manager
(title)

As Its: Secretary
(title)

Approved as to Form:

City Law Director

Attachment 1

Calculation of Royalties Paid by U.S. Gain to Hamilton for Gain Contract Customers

For illustration purposes only assume:

Gross Revenue per GGEs = \$1.70

Less utility cost of gas (\$.70)

Less utility service charges and fees (\$.05)

Less federal, state and local taxes (\$.07)

Less third-party processing fees (\$.03)

Gross Margin per GGEs = \$.85

Royalty owed to Dealer per GGEs = \$.85 x 50% = \$.425

ADDENDUM A

CITY OF HAMILTON PROPERTY DESCRIPTION

2220 S. Erie Blvd.
Parcel ID: P6461043000018

Situated in the Sixth Ward, North Side, City of Hamilton, Butler County, Ohio and being a 2.890 acre tract of land in part of Lot #23684 as known and designated on the list of lots in said City of Hamilton and being more particularly described as follows: Commencing at a found 1" iron pin with cross notch at the northeast corner of said Lot #23684, said point being the southeast corner of Lot#31984 and also being the northwest corner of Lot #248 known and designated on the list of lots in Fairfield Township, and being the True Point of Beginning; thence from said True Point of Beginning, along the easterly line of said Lot #23684 and the westerly line of said Lot #248, South 05° 48' 26" West, 104.64 feet to a set mag spike; thence leaving said easterly line of said Lot #23684 and the westerly line of said Lot #248, along a new division line for the following four courses:

- (1) North 86° 42' 20" West 62.00 feet to a set iron pin;
- (2) South 01° 17' 17" West 42.00 feet to a set iron pin;
- (3) South 89° 23' 48" West, 258.36 feet to a set iron pin;
- (4) South 86° 09' 53" West, 295.88 feet to a set mag spike on the south line of said Lot #23684, said point being on the northerly line of Lot #23685, thence along the northerly line of said Lot #23685, North 06° 01' 47" East, 16.50 feet to a set mag spike; thence continuing along said northerly line of said Lot #23685, North 83° 58' 13" West, 58.93 feet to a set mag spike on the easterly right of way line of Dixie Highway (S.R. #4); thence leaving said northerly line of said Lot #23685 along said easterly right of way line of Dixie Highway (S.R. #4), North 07° 11' 47" West, (passing a found railroad spike at 198.84 feet), 219.31 feet to a found ½" iron pin (capped Henderson Bodwell) on the southerly line of said Lot #31984; thence leaving said easterly right of way line of Dixie Highway (S.R. #4), along the southerly line of said Lot #31984, South 83° 58' 13" East 715.29 feet to the True Point of Beginning containing 2.890 acres of land more or less and being subject to all legal highways, easements, restrictions and agreements of record.

ADDENDUM C

TERMS AND CONDITIONS

1. BASIS OF AGREEMENT. Hamilton is the owner or has the legal right to occupy, Hamilton's Property. Hamilton's Property is used, in part, as a compressed natural gas ("CNG") dispensing facility, and is improved with certain structures, tanks, pumps, piping, and various fixtures and equipment used by Hamilton as a CNG dispensing facility. U.S. Gain has nationwide expertise in the sale and marketing of CNG through high volume and long-term supply contracts and operates CNG dispensing facilities nationwide under the Gain Clean Fuel trademark. U.S. Gain desires to use a portion of its Hamilton's Property for the purpose of utilizing the CNG dispensing facility for the sale and distribution of CNG under the Gain Clean Fuel trademark (the "Business"). Subject to the terms of this Agreement, Hamilton desires to grant to U.S. Gain the non-exclusive right to use the Branded Premises for the sole purpose of dispensing CNG under the Gain Clean Fuel trademark(s) in exchange for a Royalty paid by U.S. Gain to Hamilton. Hamilton further grants to U.S. Gain, subject to Paragraph 13 below, the right to install additional equipment necessary to accommodate the demand for GGEs purchased at the Branded Premises.

2. U.S. GAIN NEITHER PROVIDES SIGNIFICANT ASSISTANCE NOR HAS ANY SIGNIFICANT CONTROL. Hamilton will retain complete autonomy to operate its business conducted on Hamilton's Property as it sees fit in its sole and absolute discretion. U.S. Gain will install and operate a point-of-sale system at the Branded Premises and under the Gain Clean Fuel trademark. U.S. Gain will not, except as provided herein, provide or offer any significant assistance to, or exert, any significant control over Hamilton in Hamilton's operation its business, in accordance with the terms of this Agreement. The installation and operation of these systems by U.S. Gain shall not interfere with Hamilton's business on Hamilton's Property.

3. NO USE OF U.S. VENTURE, INC. MARKS. Hamilton understands and agrees that trademarks Gain Clean Fuel, U.S. Gain, and any related trade names, service marks, logotypes, advertising or other commercial symbols or related characters (collectively, the "U.S. Gain Marks"), and all goodwill arising from the U.S. Gain Marks, are the exclusive property of U.S. Venture, Inc., and Hamilton asserts no claim and will hereafter assert no claim to ownership thereof. Hamilton will not contest U.S. Gain's ownership of the U.S. Gain Marks or their validity. Nothing in this Agreement is to be construed to give Hamilton any right, title, or interest in or to the U.S. Gain Marks or their use.

4. PROHIBITION. Hamilton understands and agrees that U.S. Gain is not granting Hamilton any express or implied right, including any license, to use the U.S. Gain Marks either by this Agreement or otherwise. Hamilton further understands and agrees that Hamilton is prohibited from using any U.S. Gain Marks in connection with the operation of Hamilton's business. Hamilton is further prohibited from using the U.S. Gain Marks, any variations or abbreviations, or any words confusingly similar to the U.S. Gain Marks, as part of its name if Hamilton is or becomes a corporation or other legal entity.

5. GRANTING CLAUSE. Hamilton, for and in consideration of the Royalty to be paid by U.S. Gain as provided herein, and in consideration of the other terms, covenants, and conditions hereof, does hereby grant and demise to U.S. Gain, and U.S. Gain takes from Hamilton, the Branded Premises, to have and to hold on a non-exclusive basis for the Term of this Agreement, subject to the terms, covenants, and conditions of this Agreement. The Branded Premises include all improvements, appurtenances, easements, and privileges belonging thereto.

6. USE OF THE PREMISES. During the Term of this Agreement, the Branded Premises shall be used by U.S. Gain only for the purpose of operating a CNG Dispensing Facility thereon and for

no other purpose without the express prior written consent of Hamilton. Such use by U.S. Gain and U.S. Gain's customers shall include, without limitation, using the Branded Premises, including the two (2) initial fueling bays, on a twenty-four (24) hour per day, seven (7) day per week basis. U.S. Gain shall neither commit nor permit any waste to occur on the Branded Premises. U.S. Gain, at its sole expense, shall comply with all laws, rules, ordinances and regulations (including, but not limited to, all environmental laws and regulations and safety laws and regulations) and all declarations, covenants, and restrictions applicable to U.S. Gain's use or occupation of the Branded Premises, and with all governmental orders and directives of public officers which impose any duty or restriction with respect to the use or occupation of the Branded Premises. During the Term of this Agreement, U.S. Gain may, at its sole cost and expense, brand the CNG dispensers and Branded Premises with its brand name. All branding signage of the CNG Dispensing Facility shall comply with applicable laws, including, but not limited to, building codes and zoning regulations, and shall be promptly removed (and any damages caused thereby repaired) by U.S. Gain upon termination or expiration of this Agreement. U.S. Gain acknowledges that its continued operation of the Business on the Branded Premises is of the utmost importance to Hamilton. Accordingly, U.S. Gain, through the Term of this Agreement, shall continuously occupy, use and operate the entire Branded Premises for the operation of the Business thereon on a twenty-four (24)-hour per day, seven (7)-day per week basis.

7. DESCRIPTION OF PREMISES. Prior to the six (6)-month anniversary of the Commencement Date, U.S. Gain shall cause a survey of the Branded Premises to be prepared at U.S. Gain's cost. The Branded Premises description as well as access and utility easements set forth on the survey will automatically replace Addendum B and be made a part of this Agreement as soon as such survey becomes available and the Parties mutually agree, in writing, to the results of the survey. In the event of any discrepancy between the description of the Branded Premises and easements contained in this Agreement and the survey, the survey will control.

8. ROYALTIES. No security deposit shall be required as a part of this Agreement. All Royalty payments required to be made by U.S. Gain to Hamilton under this Agreement shall be payable to an account designated by Hamilton prior to the Commencement Date via ACH. Upon mutual written agreement of the Parties, such payments may be made by U.S. Gain to Hamilton in the form of a credit on any account which U.S. Gain maintains with Hamilton and be made payable as directed by Hamilton. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow U.S. Gain to comply with its legal requirements.

As an inducement for Hamilton to sign this Agreement, U.S. Gain covenants and agrees that it will use its best efforts to expand the Business each year during the Term of this Agreement and to operate the Business on the Branded Premises in a manner that produces the maximum Royalties for Hamilton.

9. UTILITIES. U.S. Gain shall, at its sole cost and expense, pay for all natural gas and metered electric consumed or sold at the CNG Dispensing Facility during the Term of this Agreement (such costs being hereinafter referred to as "Operating Costs"). In addition, U.S. Gain shall contract for and pay any phone or communication fees associated with the CNG Dispensing Facility. In addition to the Royalty set forth above, U.S. Gain will pay to Hamilton, on or before the fifteenth (15th) day of each calendar month, Hamilton's invoices (each, an "Invoice") for all Operating Costs during the prior month. Hamilton will submit to U.S. Gain with each Invoice an itemization of the Operating Costs underlying the Invoice. Notwithstanding anything to the contrary set forth in this Agreement, in the event of a conflict between the terms of an Invoice and the terms of this Agreement, the terms of the Invoice shall control. U.S. Gain's utilities shall be separately metered and utility accounts shall be set up and maintained in U.S. Gain's name during the Term. No water or wastewater service will be supplied to the CNG Dispensing Facility.

10. MAINTENANCE. Hamilton shall carry out regular and routine inspections of all of Hamilton's owned or leased personal property, fixtures, equipment, appliances (collectively, "Hamilton's

Equipment”), as well as mechanical, electrical, and other systems related to the CNG Dispensing Facility, and shall keep and maintain the same in good working order and repair at all times during the Term. U.S. Gain shall give immediate written notice to Hamilton of the need for repairs performable by Hamilton and Hamilton shall promptly make such repairs. Hamilton’s liability for such repairs shall be limited to the cost of such repairs. In the event of Hamilton’s failure after a period of three (3) business days following the date that Hamilton receives written notice from U.S. Gain (provided that in the case of an emergency Hamilton’s obligations shall be subject to U.S. Gain’s giving such notice as is reasonable under the circumstances) to commence and pursue the completion of any required repairs which are Hamilton’s obligation, U.S. Gain may, but shall not be obligated to, make such repairs as are necessary. Hamilton shall reimburse U.S. Gain for all reasonable and actual costs and expenses paid to unrelated third parties by U.S. Gain within thirty (30) days following receipt of notice and evidence of payment of such expenses. In the event Hamilton fails to reimburse U.S. Gain within such thirty (30) day period, U.S. Gain may, after written notice given to Hamilton, offset such amount against the next Royalty otherwise payable by U.S. Gain until recouped by U.S. Gain.

Hamilton shall be responsible for all repairs, replacements, maintenance, and operating expenses of whatever kind or nature, whether ordinary or extraordinary, whether structural or non-structural, on or about the Branded Premises. Hamilton’s maintenance responsibilities shall include: (a) keeping the driveways, parking areas, and sidewalks, if any, located on or about the Branded Premises reasonably free of ice, snow, and weeds; (b) keeping the grass, shrubbery and trees, if any, located on or about the Branded Premises properly cut and trimmed; and (c) garbage/refuse removal. Hamilton shall be responsible for all non-routine maintenance and necessary replacements upon the Branded Premises.

Notwithstanding the above two paragraphs, Hamilton will not be responsible for any repairs, replacements, maintenance, and operating expenses to Hamilton’s Equipment or on or about the Branded Premises if the need for such repairs, replacements, maintenance, and operating expenses is caused by U.S. Gain, its employees, agents, contractors, customers or invitees. In such an event, the repair, replacement and maintenance shall be promptly completed at the sole cost and expense of U.S. Gain in a lien-free, good and workmanlike manner and in a fashion that is acceptable to Hamilton in its reasonable business judgment.

U.S. Gain acknowledges and agrees that it has inspected the Branded Premises and Hamilton’s Equipment and agrees to accept the same in their “as-is” condition.

11. MONITORING. U.S. Gain shall be responsible for monitoring the Branded Premises during the Term of this Agreement for the purpose of security and fire prevention. U.S. Gain shall be responsible for installing and maintaining such equipment as Hamilton reasonably deems necessary to ensure that the Branded Premises are being monitored by a U.S. Gain representative during the Term of this Agreement.

12. TAXES. U.S. Gain shall be responsible for paying all personal property taxes assessed or asserted against or upon the CNG Dispensing Facility and any equipment, property, and fixtures placed on Hamilton’s Property by U.S. Gain and shall indemnify, defend and hold Hamilton harmless from the nonpayment of the same. Hamilton shall remain fully responsible for and shall pay all real estate taxes and assessments, if any, assessed or otherwise asserted against or upon Hamilton’s Property.

13. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. U.S. Gain shall have the right, at U.S. Gain’s expense, from time to time, with Hamilton’s prior written consent, to make such alterations, changes, installations, additions, or improvements (collectively the “Changes”), in, on, to, or about such parts of the Branded Premises as U.S. Gain shall deem expedient or necessary for U.S. Gain’s stated purposes and uses as a CNG dispensing facility. All of U.S. Gain’s installations, additions, or improvements shall remain the property of U.S. Gain, except as provided for in Paragraph 23 of this Addendum C. No Changes shall affect the safety or impair the value of the Branded Premises and all

work related thereto shall be completed: (a) in accordance with plans and specifications which have been approved in writing by Hamilton; (b) in a lien-free, good and workmanlike manner; and (c) in accordance with all applicable laws, codes, rules and regulations. No Changes shall result in any liens being placed upon Hamilton's Property.

14. EASEMENTS.

a. Ingress, Egress, and Parking. Hamilton grants to U.S. Gain, for the benefit of U.S. Gain, its employees, agents, contractors, customers, and invitees non-exclusive easements on, over, and across the roads, driveways, and parking areas ("Vehicular Easement Areas") located on Hamilton's Property and depicted on Addendum B, for vehicular ingress and egress to and from the Branded Premises, and for parking, fueling, loading, and unloading in connection with U.S. Gain's and its customers' use of the Branded Premises. Hamilton and U.S. Gain shall not cause, suffer, or permit any obstruction of the Vehicular Easement Areas.

b. Other Easement Matters. The term of the easements granted pursuant to Paragraph 14(a) of this Addendum C (collectively, the "Easements") will commence upon the Execution Date and will continue until the later of: (i) the expiration of the Term; or (ii) the removal by U.S. Gain of all of its property from the Branded Premises after termination of this Agreement. The location and configuration of the Easements will be agreed upon by the parties within six (6) months after the later of the Execution Date or the Parties' mutual approval of the survey. In addition, at U.S. Gain's request and expense, the Easements will be set forth in a separate mutually agreeable easement agreement which Hamilton and U.S. Gain agree to execute and which U.S. Gain will have recorded as an encumbrance on Hamilton's Property. In all events, the Easements and this Agreement shall be binding upon all subsequent owners, successors, and assigns of Hamilton's Property.

15. HAMILTON'S ACCESS TO BRANDED PREMISES. Hamilton may enter the Branded Premises at any reasonable time on reasonable notice to U.S. Gain for the purpose of inspection and maintenance.

16. INSURANCE.

a. Insurance of Hamilton. Hamilton agrees to procure and maintain at its sole cost and expense the following insurance to protect U.S. Gain from claims that may arise out of or relate to the performance of this Agreement by Hamilton or anyone directly or indirectly employed by or contracting with Hamilton or anyone else for whose acts Hamilton may be liable, and such insurance shall be maintained in full force and effect during the full Term:

i. Workers' compensation insurance as required by law, including employers' liability coverage for injury, disease, and death, with coverage limits of not less than \$500,000.00 per accident and \$500,000.00 per employee.

ii. Property insurance with an extended coverage endorsement covering Hamilton's Property and the Branded Premises, the improvements thereto, and equipment, furnishing, and personal property thereon in an amount equal to one hundred percent (100%) of the replacement cost of such property.

iii. Commercial general liability insurance on an occurrence basis for bodily injury, disease, death, property damage, personal injury, and contractual liability, with coverage limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage.

iv. Umbrella liability insurance on an occurrence form, with coverage limits of not less than \$5,000,000.00 per occurrence and in the aggregate.

b. Insurance of U.S. Gain. U.S. Gain agrees to comply with the City of Hamilton's Professional Service Insurance Requirements, which is attached to this Agreement as Addendum D.

All insurance policies required hereunder shall be written by one or more insurance carriers rated A-/Size VII or better by A.M. Best Company which are licensed to do business in the State of Ohio. All deductibles for insurance required hereunder shall be at the sole expense of the Party carrying such insurance.

Each Party shall forward to the other Party evidence of all insurance policies which are required hereunder upon the Commencement Date of this Agreement and upon any renewal of the insurance coverage during the Term. Such evidencing certificate(s) shall provide that: (1) the other Party is named as additional insured; and (2) insurance carriers shall endeavor to provide the other Party with not less than thirty (30) days' written notice prior to cancellation or non-renewal of any required policy.

Without affecting any other rights or remedies, Hamilton and U.S. Gain each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of any insured claims. Hamilton and U.S. Gain each agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Hamilton or U.S. Gain, as the case may be.

17. MECHANIC'S AND HAMILTON'S LIENS. U.S. Gain shall, within thirty (30) days after notice from Hamilton, discharge any mechanic's lien for materials or labor claimed to have been furnished to Hamilton's Property on U.S. Gain's behalf.

18. ENVIRONMENTAL MATTERS.

a. Hazardous Materials. For the purposes of this Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, chemical, or waste, including those substances, materials, chemicals, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302), and amendments thereto; or any substances, materials, chemicals, and wastes that are, or become, regulated under any applicable, local, state, or federal law, rule, or regulation. Hazardous Materials also include petroleum, petroleum by-products and derivatives, asbestos, urea formaldehyde, or polychlorinated biphenyls.

b. Environmental Representations and Warranties by Hamilton. Hamilton represents to U.S. Gain that as of the Execution Date Hamilton has received no written notice from any governmental entity that: (i) Hamilton has failed to comply with all applicable environmental laws with respect to Hamilton's use of Hamilton's Property; (ii) the Branded Premises is not in compliance with any applicable environmental law; and (iii) Hamilton is a party to any litigation or administrative proceeding or that any litigation or administrative proceeding is threatened which alleges that Hamilton has violated or is violating any applicable environmental law with respect to Hamilton's Property.

c. Environmental Representations, Warranties and Covenants by U.S. Gain. U.S. Gain represents to Hamilton that during the Term: (i) U.S. Gain will use, handle, control, and dispose of any Hazardous Material used or placed on the Branded Premises in accordance with all applicable environmental laws; (ii) U.S. Gain will comply with all applicable environmental laws while using the Branded Premises and will take all corrective action required by all applicable laws resulting from the release of any Hazardous Material on or at the Branded Premises and that all such corrective action shall be taken pursuant to plans and specifications that have been approved by Hamilton in writing; and (iii) U.S. Gain will be responsible for all resulting damages, penalties, injunctive relief, and cleanup costs pursuant to any applicable environmental law, regulation, or rule.

d. Intentionally Left Blank.

e. Environmental Indemnification by U.S. Gain. U.S. Gain shall indemnify, defend, and hold harmless Hamilton and its officers, employees, and agents from and against all claims, actions, judgments, damages, penalties, fines, costs, liabilities, and expenses including sums paid in settlement of claims or losses including reasonable attorneys' fees, consultant fees, and expert fees, arising out of or resulting from any of the following: (i) breach of U.S. Gain's representations, warranties, and covenants contained in Paragraph 18(c) of this Addendum C, including, but not limited to, all costs of response or cleanup, inspections, samples, reviews, and audits of Hamilton's Property; (ii) the presence of Hazardous Materials at Hamilton's Property or in the soil, groundwater, or soil vapor on, under or around Hamilton's Property, to the extent caused by U.S. Gain, its employees, agents, contractors, customers or invitees; (iii) the removal of all Hazardous Materials from the CNG Dispensing Facility and the Branded Premises; and (iv) all expenses incurred by Hamilton in defending itself against any of the foregoing.

f. Survivorship. All representations and any indemnity obligation described in Paragraph 18 of this Addendum C shall survive the termination of this Agreement, and shall apply to and inure to the benefit of all heirs, successors, and assigns of Hamilton and U.S. Gain, their respective directors, officers, shareholders, employees, tenants, sub-tenants, and affiliates.

19. BANKRUPTCY. In the event of voluntary or involuntary bankruptcy on the part of either Party, or the appointment of a receiver for either Party, or a voluntary assignment for creditors by either Party, or if this Agreement shall, by operation of law, pass to any entity, person, or other party other than Hamilton or U.S. Gain, the non-bankrupt or non-insolvent party may then cancel this Agreement.

20. FIRE AND CASUALTY DAMAGE. If the CNG Dispensing Facility is damaged or rendered untenable by fire or other casualty such that the repair, restoration, or rebuilding of the CNG Dispensing Facility would require more than ninety (90) days for completion, U.S. Gain shall have the option, upon written notice given to Hamilton within thirty (30) days after the such fire or casualty, to terminate this Agreement. In such an event, the Term shall expire as of the date of the notice. If U.S. Gain does not give notice, U.S. Gain shall proceed to repair, restore, and rebuild the CNG Dispensing Facility, at U.S. Gain's cost and expense, and complete the repairs within a reasonable amount of time; and, the Royalty shall abate from the date of such fire or casualty until the repairs, restoration, or rebuilding is completed. If this Agreement is terminated pursuant to notice as provided in this Paragraph, no Royalty shall be payable by U.S. Gain for any period after the date of such fire or other casualty. This provision shall only apply if the damage to the CNG Dispensing Facility has not been caused by U.S. Gain's negligence, either through its behavior at the Branded Premises or through negligent Monitoring as provided for under Paragraph 11 of this Addendum C.

21. CONDITION OF BRANDED PREMISES, CODE COMPLIANCE, AND RULES. Hamilton agrees, at its expense, to keep Hamilton's Property (but not the Branded Premises) in a good state of repair, neat and sanitary in condition, and to conform to all applicable municipal ordinances and state laws regarding sanitation, fire, and matters of like nature governing the maintenance and use of Hamilton's Property.

U.S. Gain agrees, at its expense, to keep the Branded Premises in a good state of repair, neat and sanitary in condition, and to conform to all applicable municipal ordinances and state laws regarding sanitation, fire, safety and matters of like nature governing the maintenance or use of the Branded Premises.

22. QUIET ENJOYMENT. Hamilton warrants that as long as U.S. Gain pays the Royalty and other sums owing to Hamilton under this Agreement and performs all of the other terms, covenants, and conditions on U.S. Gain's part, U.S. Gain shall, subject to the terms of this Agreement, at all times during the Term, have peaceful and quiet enjoyment of the Branded Premises.

23. SURRENDER. No later than ninety (90) days following the termination of this Agreement, U.S. Gain will at its sole cost and expense: (a) remove, or cause to be removed from the Branded Premises by competent professionals, all equipment, fixtures, appliances and appurtenances installed, placed or located at or on the Branded Premises by or on behalf of U.S. Gain; and (b) after all such removal activities are completed, restore the Branded Premises to its original condition at the commencement of this Agreement. Hamilton and U.S. Gain agree that it will not be reasonable to require U.S. Gain to remove any improvements contemplated hereunder which are permanent in nature, including, without limitation, foundations, footings, concrete, paving, gravel, and utilities. The Branded Premises shall be surrendered to Hamilton immediately following such removal and restoration.

24. GENERAL INDEMNIFICATION BY U.S. GAIN. U.S. Gain hereby agrees to indemnify, defend, and hold harmless Hamilton, its affiliates and agents, their respective successors and assigns, and their respective employees, officers, directors, and shareholders, with respect to and in connection with any harm, liability, damage, penalty, fine, forfeiture, loss, claims, and expenses, including reasonable attorneys' fees (collectively the "Hamilton's Damages") arising out of, relating to, or resulting in any way from: (a) the breach of any warranty, representation or covenant made by U.S. Gain in this Agreement; or (b) the use of the Branded Premises or the conduct of the Business thereon to the extent that Hamilton's Damages are caused by: (a) U.S. Gain, (b) anyone directly or indirectly employed by or contracting with U.S. Gain (other than Hamilton), (c) any agent, customer or invitee of U.S. Gain, or (d) anyone else for whose acts U.S. Gain may be legally liable. The provisions of this Paragraph shall survive the termination or expiration of this Agreement, and shall apply to and inure to the benefit of all heirs, successors, and assigns of Hamilton, its directors, officers, shareholders, employees, and affiliates.

25. LIMITATIONS OF LIABILITY. Neither Hamilton nor U.S. Gain will in any event be liable in damages for each other's customer loss or other consequential damages of whatever kind or nature, regardless of the cause of the damages in excess of the insurance coverage that Party has in place or is required to have in place by the terms of this Agreement.

26. DEFAULT AND TERMINATION.

a. Hamilton's Rights. Each of the following shall constitute a default ("Default") by U.S. Gain under this Agreement:

(i) U.S. Gain fails to pay to Hamilton the Retail Sales Proceeds or any Royalty, Operating Costs or other sums owing to Hamilton under this Agreement within ten (10) calendar days after such payment is due;

(ii) U.S. Gain fails to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by U.S. Gain [other than the payment obligations described in preceding clause (i) of this paragraph], and U.S. Gain fails to cure such failure within thirty (30) days after written notice is sent to U.S. Gain; provided, that if such failure is not susceptible of being cured within such thirty (30) day period and U.S. Gain promptly commences such cure, said thirty (30) day period shall be extended as long as U.S. Gain is actively, diligently and continuously attempting to effectuate such cure (and furnishing Hamilton with weekly written status reports on such efforts) but in no event shall said thirty (30) day period be extended by more than sixty (60) days;

(iii) the interest of U.S. Gain in this Agreement is levied upon under execution or other legal process;

(iv) a petition is filed by or against U.S. Gain to declare U.S. Gain bankrupt or seeking a plan of reorganization or arrangement under any chapter of the Bankruptcy Code;

(v) a receiver is appointed for U.S. Gain or U.S. Gain's property; or

(vi) U.S. Gain abandons the Branded Premises.

Upon the occurrence of a Default, Hamilton may pursue all remedies available at law and in equity. Additionally, upon the occurrence of a Default, Hamilton may, in its sole discretion, cure any such Default, and to the extent Hamilton incurs any expenses in connection with such cure, U.S. Gain agrees to promptly reimburse Hamilton for such expenses incurred.

b. U.S. Gain's Rights. U.S. Gain may terminate this Agreement, at its option, after giving Hamilton not less than sixty (60) days prior written notice to cure (as applicable), if: (i) Hamilton does not have legal or sufficient ownership of or title to Hamilton's Property or the Branded Premises or the authority to enter into this Agreement; (ii) the Branded Premises now or hereafter contains a Hazardous Material in material violation of environmental law; (iii) Hamilton fails to perform any of its material covenants or provisions of this Agreement and the failure is not the result of an act or omission of U.S. Gain, its employees, agents, contractors, customers or invitees; (iv) any representation or warranty made by Hamilton in Paragraph 18(b) or Paragraph 28 of this Addendum C is found to be untrue in any material respect; or (v) the Branded Premises is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Branded Premises is transferred in lieu of condemnation. In the event of termination by U.S. Gain pursuant to this Paragraph, U.S. Gain will be relieved of any obligations under this Agreement which arise after the date of the termination of this Agreement but shall remain liable for those duties or obligations which survive the termination of this Agreement. Any Royalty or fees paid prior to the termination date will be retained by Hamilton. Following termination, U.S. Gain may pursue all remedies available at law and in equity. In the event Hamilton fails to comply with the terms of this Agreement, U.S. Gain may, in its sole discretion, cure any such default, and to the extent U.S. Gain incurs any expenses in connection with such cure (including, without limitation, the amount of any real property taxes that U.S. Gain pays on behalf of Hamilton), Hamilton agrees to promptly reimburse U.S. Gain for such expenses incurred.

27. RIGHT OF FIRST REFUSAL. If at any time during the Term Hamilton receives and desires to accept a bona-fide written offer from a third party who is a direct competitor with U.S. Gain (an "Offer") to sell, assign, convey, lease, or otherwise transfer or create any interest in the Branded Premises, any portion thereof, and/or Hamilton's Property, Hamilton shall first give U.S. Gain written notice (the "Hamilton Notice") of such Offer prior to becoming unconditionally obligated under such Offer. The Hamilton Notice shall contain a copy of the Offer but Hamilton, in its sole discretion, may delete the name of the purchaser from the Offer. U.S. Gain shall have a one-time right to purchase (the "Right of First Refusal") the property identified in the Offer on the exact terms set forth in the Offer by giving Hamilton a written notice of its exercise of its Right of First Refusal on or before the thirtieth (30th) day following the date of the Hamilton Notice. If U.S. Gain has not timely exercised its Right of First Refusal by giving Hamilton written notice of its exercise within such thirty (30) day period, the Right of First Refusal shall be deemed to have terminated as of the thirty-first (31st) day following the date of the Hamilton Notice.

28. REPRESENTATIONS OF HAMILTON. Hamilton represents to U.S. Gain that: (a) Hamilton has good and marketable title to Hamilton's Property, free and clear of all monetary liens and encumbrances; (b) Hamilton has the full power and authority to enter into this Agreement and perform and consummate the transaction contemplated in this Agreement; (c) the execution and delivery of this Agreement by Hamilton has been duly authorized by Hamilton, and this Agreement constitutes the valid and binding obligation of Hamilton, enforceable in accordance with its terms, without any other or further action; (d) the execution, delivery and performance of this Agreement by Hamilton does not, and will not, conflict with or violate any law, judgment, order, decree, agreement, limitation, or restriction to which Hamilton is a party or by which it or Hamilton's Property is bound or encumbered; and (e) there are no bankruptcy, receivership, or tax deficiency proceedings pending or, to the knowledge of Hamilton, threatened against Hamilton in any court or before any federal or state commission or authority, and there

are no claims, actions, or proceedings pending or, to the knowledge of Hamilton, threatened which would prohibit or affect the validity of the transaction contemplated by this Agreement.

29. REPRESENTATIONS OF U.S. Gain. U.S. Gain represents to Hamilton that: (a) U.S. Gain is duly organized and validly existing under the laws of its state of incorporation or organization, with full power and authority to enter into this Agreement and perform and consummate the transaction herein contemplated; (b) the execution and delivery of this Agreement by U.S. Gain has been duly authorized by U.S. Gain, and this Agreement constitutes the valid and binding obligation of U.S. Gain, enforceable in accordance with its terms, without any other or further action; (c) the execution, delivery and performance of this Agreement by U.S. Gain does not and will not conflict with or violate any law, judgment, order, decree, agreement, limitation, or restriction to which U.S. Gain is a party; (d) there are no bankruptcy, receivership, or tax deficiency proceedings pending or, to the knowledge of U.S. Gain, threatened against U.S. Gain in any court or before any federal or state commission or authority, and there are no claims, actions, or proceedings pending or, to the knowledge of U.S. Gain, threatened which would prohibit or affect the validity of the transaction contemplated by this Agreement; and (e) U.S. Gain has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated in this Agreement, free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

30. FORCE MAJEURE. If, by reason of Force Majeure, either Party hereto shall be rendered unable, wholly or partially, to carry out its non-mandatory obligations under this Agreement, then, if such Party shall give written notice and full details of such Force Majeure to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer than the period that such Party shall need in order to remove or overcome such inability using all reasonable dispatch. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God, strikes, lockouts or other such disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Ohio, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, tornados, storms, floods, washouts, droughts, arrests, civil disturbances or explosions. In the event such Force Majeure occurrence continues unabated for thirty (30) days, then the Party whose performance has not been affected by the Force Majeure occurrence shall have the right to terminate this Agreement on the date set forth in the written notice of termination given to the other Party.

31. SEVERABILITY. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (i) such portion or provision shall be deemed separate and independent; (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (iii) the remainder of this Agreement shall remain in full force and effect.

32. WAIVER. A Party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise that right, power, or privilege.

33. ENTIRE AGREEMENT. The Agreement and the Addenda attached to it, together with any Invoice, constitute the complete agreement of Hamilton and U.S. Gain with respect to the subject matter hereof. No representations, inducements, promises, or agreements, oral or written, have been made by Hamilton or U.S. Gain, or anyone acting on behalf of Hamilton or U.S. Gain, which are not contained herein, and any prior agreements, proposals, promises, negotiations, or representations are superseded by this Agreement. This Agreement may only be amended in writing and must be signed by both Parties. The headings and captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement. This Agreement may be executed in one or more

counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument and any of the Parties to this Agreement may execute this Agreement by signing any such counterpart. Any Party may deliver its signature via facsimile or e-mail (in the form of a PDF), and any signature so delivered shall be binding on the delivering Party.

34. MISCELLANEOUS.

a. Notice. All written notices, requests, demands, consents, certificates, or other communications required or permitted to be given under this Agreement shall be sufficiently given and delivered when: (i) mailed by certified mail, return receipt requested, postage prepaid; (ii) sent via commercial overnight delivery courier, fees prepaid; or (iii) sent by facsimile or other electronic transmission and confirmed by method (i) or (ii) above, addressed to the other Party, at its most recent address on file with the noticing Party. Either Party may designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

b. Binding Effect. The covenants and conditions of this Agreement shall apply to and be binding upon and inure to the benefit of the Parties to this Agreement and any other person or entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors, executors, administrators, successors and assigns, and all parties claiming under them. Hamilton's Property and the Branded Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used, and occupied subject to this Agreement and the covenants, terms, and provisions set forth herein. Moreover, this Agreement shall run with Hamilton's Property and the Branded Premises.

c. Consent. Whenever consent is required under this Agreement, such consent shall not be unreasonably withheld or delayed.

d. Further Assurances. Each of the Parties shall execute and deliver to the other Party such any instrument that may be reasonably required in connection with the performance of this Agreement.

e. Governing Law. The parties intend that this Agreement and the relationship of the parties will be governed by the laws of the State of Ohio. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or of any amendments or Addenda to this Agreement.

f. Time of the Essence. Time is of the essence as to the performance of the Parties' obligations under this Agreement.

g. Addenda. All addenda attached to this Agreement are hereby incorporated into this Agreement. In the event of any conflict between the addenda and the terms of this Agreement, such addenda shall control.

h. Acknowledgement. Hamilton acknowledges that neither U.S. Gain, nor any of its officers, directors, employees, or agents have made any promises or representations to Hamilton that Hamilton will earn, is likely to earn, or can earn any specific Royalty amount as a result of executing this Agreement.

i. Independence of Hamilton. It is expressly understood and agreed that Hamilton retains its independent existence and all rights to independently manage its business. U.S. Gain is not offering to provide and Hamilton is not expecting that U.S. Gain provide any significant assistance in the operation of Hamilton's business. Hamilton shall not be considered the agent or representative of U.S.

Gain and Hamilton shall have no authority to incur any obligation on the behalf of or in the name of U.S. Gain.

j. Assignment. U.S. Gain shall not, without the prior written consent of Hamilton: (a) assign, mortgage, encumber or pledge this Agreement or any of its interest in or under this Agreement; or (b) permit the use or occupancy of the Branded Premises by any party or parties other than U.S. Gain, its agents and employees.

k. Waiver by Jury Trial. Hamilton and U.S. Gain each hereby waives any rights which either of them may have to trial by jury in any action, proceeding or counterclaim brought by Hamilton or U.S. Gain against the other Party on any matter whatsoever arising out of or in any way connected with this Agreement.

l. Venue. The rights and duties created by this Agreement shall be litigated in the Common Pleas Court of Butler County, Ohio, the county in which the Branded Premises is located. Hamilton and U.S. Gain, for themselves, their successors and assigns, covenant and agree that any action or suit concerning this Agreement or matters related to it shall be brought only in such court. Neither Hamilton nor U.S. Gain shall raise, and each hereby waives, for itself, its successors and assigns, any defenses based on venue, inconvenience or forum, or lack of personal jurisdiction in any action or suit brought in accordance with this paragraph. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

m. Late Payment. Other remedies for nonpayment notwithstanding, if any:

(i) Royalty payment is not received by Hamilton on or before the fifteenth (15th) day of any month; or

(ii) The Year One Shortfall Amount is not received by Hamilton by April 15, 2017; or

(iii) The Years Two-Five Shortfall Amount is not received by April 15th on the year it is due,

such obligation shall automatically, and without limitation on Hamilton's other remedies hereunder, be subject to a late charge of ten (10%) percent of the amount due.

n. Survival. Notwithstanding any reference in this Agreement to the survivability of any of the covenants, obligations or indemnities, any covenant or obligation and each indemnity imposed by the terms of this Agreement which requires any performance on the part of Hamilton or U.S. Gain after the expiration or earlier termination of this Agreement shall be deemed to survive such expiration or termination.

o. Broker. Each Party represents and warrants that it has caused or incurred no claims for brokerage commissions or finder's fees in connection with the execution of this Agreement. Each Party shall remain fully responsible for and shall pay all liabilities arising from any such claim caused or incurred by it (including without limitation the cost of reasonable attorneys' fees in connection therewith). The obligations of the Parties provided for in this paragraph shall survive the expiration or earlier termination of this Agreement.

p. Independent Contractor. U.S. Gain is an independent contractor. This Agreement shall not be construed or interpreted as creating any employment, partnerships or joint venture relationship between Hamilton and U. S. Gain. Hamilton shall not exercise any control over U.S.

Gain's employees or agents and U.S. Gain shall not exercise any control over Hamilton's employees or agents.

q. No Discrimination. U.S. Gain shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any other manner directly or indirectly related to employment because of sex, race, color, religion, national original or ancestry.

r. No Third-Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the Parties only and are not for the benefit of any third party, except as otherwise specifically set forth in this Agreement, and accordingly, no third party shall have the right to enforce any of the provisions of this Agreement.

s. "Day"; "Business Day"; Computation of Time. All references to "days" in this Agreement shall be construed to mean calendar days unless otherwise expressly provided and all references to "business days" shall be construed to mean days other than a Saturday, Sunday or legal holiday in Hamilton, Ohio. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is not a business day, in which event the period runs until the end of the next business day.

Addendum D

City of Hamilton Professional Service Insurance Requirements

Vendor (including but not limited to attorneys, accountants, architects, engineers, computer and systems support services, advertising, insurance service providers, and other consultants) shall maintain, at its own expense, throughout the period of the Purchase Order and any extensions thereof the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

- 1. Workers' Compensation.** Vendor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the work is to be performed. For the attainment of Workers' Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Vendor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate Workers' Compensation Bureau or Board must be provided with the certificate of insurance.
- 2. Commercial General Liability Insurance.** Vendor must carry Commercial General Liability Insurance (the "CGL") written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City of Hamilton (the "City") (including its directors, officers, employees and volunteers) must be named as an additional insured on the CGL for liability arising out of the acts or omissions of Vendor, including coverage for liability arising out of products and completed operations. The coverage afforded to the City shall be primary to any other insurance carried by the City, and the City's coverage shall not contribute to any loss made pursuant to this coverage grant.
- 3. Commercial Auto Liability Insurance.** Vendor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under the Purchaser Order, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 4. Excess/Umbrella Insurance.** Vendor shall carry Commercial Automobile Liability Insurance over the Commercial General Liability, Employer's Liability and Commercial Automobile Liability policies in the amount of \$5,000,000 combined single limit. The Excess/Umbrella policy is subject to all requirements of the underlying policies as set forth herein.
- 5. Professional Liability Insurance.** Vendor shall carry Professional Liability/Errors & Omissions/Malpractice Insurance in an amount of no less than \$1,000,000 per occurrence and in the aggregate.
- 6. Fidelity Bond/Crime.** If Vendor or its employees will be on the premises of the City in connection with performance of the work under the Purchaser Order, Vendor shall carry no less than \$100,000 in Third-Party Crime Coverage for the benefit of the City in the event of theft or other intentional harm to the City's property by Vendor's employees.
- 7. Requirements Common to All Policies.**
 - a. Vendor shall be solely responsible for reimbursing any deductible amount to the insurer. Any deductibles or self-insured retentions in excess of \$5,000 must be disclosed and approved in writing by the City, other than the Professional Liability policy, which may carry a deductible of up to \$25,000 without written approval of the City.

b. Vendor waives all rights of recovery it may otherwise have against the City (including its directors, officers, employees and volunteers) to the extent the damages are covered by any of Vendor's insurance policies as required in the Purchaser Order.

c. All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/X and shall be licensed, admitted insurers authorized to do business in the State of Ohio.

d. A certificate(s) of insurance showing that Vendor's insurance coverages are in compliance with the insurance requirements set forth herein must be completed by Vendor's insurance agent, broker, or insurance company after the Purchase Order has been awarded. All certificates (other than Ohio Workers' Compensation) shall provide for thirty (30) days' written notice to the City prior to cancellation or non-renewal of any insurance referred to therein.

e. Failure of the City to obtain certificate(s) or other evidence of full compliance with these insurance requirements [or failure of the City to identify and/or object to a deficiency in the certificate(s) that is/are provided by Vendor] shall not be construed as a waiver of Vendor's obligations to maintain such insurance. The City shall have the right, but not the obligation, to prohibit Vendor from beginning performance under the Purchaser Order until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by the City. Vendor shall provide certified copies of all insurance policies required above within ten (10) days of written request from the City.

f. By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to the City.

g. Any subcontractors engaged by Vendor to provide the services shall comply with these insurance and indemnification provisions and shall provide primary/noncontributory coverage to the City as set forth herein.

For purposes of this Addendum D, the term "Vendor" shall mean and refer to U.S. Venture, Inc.

City Council Meeting Staff Report

Report To: The Honorable Mayor Patrick Moeller & Members of the City Council

Report From: Kevin Maynard, Director of Public Utilities

Agenda Item: United States Aluminate Company, Inc (USALCO) Economic Development Agreement

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> R Realize new investments <input checked="" type="checkbox"/> A Add new jobs <input type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input type="checkbox"/> G Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution Resolution</p>	<p>1st Reading Date: 3-23-16 2nd Reading Date: Public Hearing Date:</p>	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input checked="" type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$7,250.00 Expenditure: \$7,250.00 Source Funds: Gas Utility Budget</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to adopt legislation to authorize the execution of an Economic Development Agreement with United States Aluminate Company (USALCO)?

Policy Alternative(s)

Council may choose not to adopt such legislation to provide an Economic Development Agreement with USALCO providing utility incentives in order to supply and install natural gas metering and regulating facilities which could realize an increase in natural gas sales for the City. Alternately, Council may choose to authorize the execution of an Economic Development Agreement with USALCO.

Staff Recommendation

Staff recommends that Council receive this report and adopt the necessary legislation to execute an Economic Development Agreement with USALCO providing the company with utility incentives in order to supply and install natural gas metering and regulating facilities which could realize an increase in natural gas sales for the City. Entering into this agreement encourages the development of business and industry and the addition and retention of jobs, all in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes set forth in Article VIII, Section 13 of the Ohio Constitution. As part of the agreement, USALCO agrees to reimburse City the cost of natural gas regulating and metering equipment installed to supply USALCO's new boiler, through increased sales over a 3 year period or through a cost to sale differential reimbursement at the end of the 3 year



term.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.

Fiscal Impact Summary

There will be no fiscal impact to the General Fund due to the utility economic development agreement as defined, the utility incentive offers to provide and install additional gas regulating and metering equipment for the USALCO boiler addition in anticipation of additional natural gas consumption over a period of 3 years. At the end of the 3 years, additional natural gas revenue will have paid for the equipment installation or, in the alternative USALCO agrees to reimburse the City of Hamilton any difference.

Background Information

USALCO has requested that the City install natural gas regulating and metering equipment to enable USALCO to utilize an additional new 4500 MBH boiler. The City cost for installing regulating and metering equipment is \$7,250.00. It is anticipated that City natural gas sales may increase as much as 13,000mcf/year (over \$20,000.00 additional annual natural gas revenue potential). To ensure payback of the City equipment installation investment, an Economic Development Agreement was drafted. This agreement requires a 3-year natural gas consumption of 55,400 mcf or USALCO agrees to reimburse the City for any cost not recovered by this realized sales increase.

We have a draft agreement that has been reviewed by USALCO. There may be minor revisions recommended to the City Manager by our Director of Public Utilities to finalize this transaction.

Attached Information

N/A

Copies Provided to:

N/A



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A UTILITY ECONOMIC DEVELOPMENT AGREEMENT WITH UNITED STATES ALUMINATE COMPANY, INC.

WHEREAS, the Administration of the City of Hamilton, Ohio, has recommended that the City enter into an Economic Development Agreement (EDA) with United States Aluminate Company, Inc., (hereinafter referred to as "USALCO"), relative to the City providing the company with utility incentives in order to supply and install natural gas metering and regulating facilities which could realize an increase in natural gas sales for the City; and

WHEREAS, as part of said agreement, USALCO agrees to reimburse the City the expenses associated with installation of natural gas regulating and metering equipment in order to supply USALCO's new boiler, through increased sales over a 3 year period or through a cost to sales differential reimbursement at the end of the 3 year term; and

WHEREAS, entering into this agreement encourages the development of business and industry and the addition and retention of jobs, all in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes set forth in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City Manager has recommended that the City give such incentives to USALCO to encourage its investment in the Project Site and to improve the economic climate of the City of Hamilton.

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

SECTION I: That the City Manager is hereby authorized and directed to execute an Economic Development Agreement with USALCO, relative to the City providing the company with economic development incentives in order to supply and install natural gas meters and regulation facilities. Said agreement shall be and read substantially in the form of Exhibit No. 1, attached hereto, incorporated herein by reference and made a part hereof, subject to any amendments recommended to the City Manager by the Law Director and the Public Utility Director.

SECTION II: The Council finds that this Economic Development Agreement serves an important public purpose as set forth in the preamble.

SECTION III: This resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

I, Nicholas Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in each fire station within the City for a period of ten days. POSTED: _____

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Resolution No. _____ (cont'd)

Exhibit 1

**UTILITY ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF HAMILTON, OHIO
AND
UNITED STATES ALUMINATE COMPANY INC.**

This Utility Economic Development Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into on the date set forth in the last paragraph of this AGREEMENT (hereinafter referred to as the "EFFECTIVE DATE") by and between the City of Hamilton, Ohio a municipal corporation, 345 High Street, Hamilton, Ohio 45011 (hereinafter referred to as the "CITY") and UNITED STATES ALUMINATE COMPANY, INC., a corporation organized and existing under the laws of the State of Maryland, acting by and through its duly authorized agent, the Plant Manager (hereinafter referred to as "USALCO").

WITNESSETH:

WHEREAS, the CITY has encouraged the development of business and industry and the addition and retention of jobs, all in order to improve the economic welfare of the CITY and its citizens, in furtherance of the public purposes set forth in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, USALCO is a chemical preparation company and is desirous of expanding its use of the CITY's natural gas utility for a new product line at 3700 Dixie Highway, Fairfield, Ohio 45014 (hereinafter referred to as the "PREMISES"); and

WHEREAS, USALCO has requested of the CITY to supply and install necessary natural gas metering and regulating facilities to provide for the above natural gas utility expansion; and

WHEREAS, the City Manager of the CITY has recommended to the City Council of the City of Hamilton that the CITY give such incentives to USALCO to encourage its investment in the Project Site and to improve the economic climate of the City of Hamilton.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the PARTIES from the execution of this AGREEMENT, the PARTIES herein agree as follows:

1. Review of Expansion Utility Assistance.

Utility Expansion Assistance. USALCO has requested that CITY install at the PREMISES certain natural gas regulating and metering equipment described on Exhibit "A" attached hereto (the "Equipment") to enable it to utilize an additional new 4500 MBH boiler gas supply. The CITY has estimated the cost for the Equipment to be \$7,250.00 as outlined in "Exhibit B" of this Agreement. Based upon USALCO's agreements and covenants set forth in this Agreement, the CITY agrees to provide and install the Equipment at the PREMISES.

Minimum Performance Criteria. In consideration of the CITY's agreement to provide and install the Equipment, USALCO agrees to the following:

- a. If USALCO's Natural Gas Consumption (defined below) is equal to or in excess of 55,400 Mcf, as may be adjusted below, USALCO shall have no obligation to reimburse to the CITY the cost of the Equipment;
- b. If USALCO's Natural Gas Consumption is less than 51,000 Mcf, USALCO shall pay to the City the cost of the Equipment (presently estimated at \$7,250.00) on thirty (30) days written notice;
- c. If USALCO's Natural Gas Consumption is at least 51,000 Mcf, but less than 55,400 Mcf, USALCO shall pay to the CITY a sum calculated as follows:

the cost of the Equipment – [(Natural Gas Consumption – 51,000) x \$1.65/Mcf]

As used in this Agreement, the term "Natural Gas Consumption" shall mean USALCO's natural gas use at the PREMISES for the thirty six (36) months following the Effective Date. To the extent the cost of the Equipment exceeds \$7,250, the required Natural Gas Consumption of 55,400 Mcf described in a. above shall be increased by 1 Mcf for each \$1.65 of additional cost for the Equipment above the estimate.

2. Conditions Precedent. USALCO and the CITY acknowledge that this AGREEMENT must be approved by formal action of the legislative authority of the CITY as a condition precedent for the AGREEMENT to take effect.
3. Transferability. Except for any assignment or transfer occurring by operation of law, this AGREEMENT is not transferable or assignable without the express, written approval of the CITY, which consent will not be unreasonably withheld, delayed or conditioned, except that approval of the CITY shall be conditioned upon

Resolution No. _____ (cont'd)

the express, written assumption by the successor to USALCO of all of the duties and obligations set forth in this AGREEMENT.

4. Governing Law. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Ohio.
5. Further Assurances. Both PARTIES shall execute all documents necessary to effectuate this AGREEMENT, including notes, subordination agreements, releases and consents. This AGREEMENT constitutes the complete agreement of the PARTIES with respect to the subject matters covered in it.
6. Representations and Warranties. As a material inducement for the execution of this AGREEMENT, the PARTIES make the following additional representations and warranties to each other. All such representations and warranties are true and correct as of the date of this AGREEMENT and shall survive the performance of this AGREEMENT or its earlier termination or cancellation.

a) CITY.

(i) The City Manager has the power and the authority to enter into this AGREEMENT and to bind the CITY to its terms. The CITY has the power and authority to perform this AGREEMENT in accordance with its terms. The execution and delivery of this AGREEMENT by the CITY and the consummation of the transactions contemplated by this AGREEMENT have been duly authorized by all appropriate actions and proceedings.

(ii) This AGREEMENT is the legal, valid, binding and enforceable obligation of the CITY. The execution and the delivery of this AGREEMENT and the performance of the duties and obligations provided for in this AGREEMENT by the CITY do not violate the provisions of the CITY's Charter or any law, ordinance, rule or regulation or any agreement to which the CITY is the PARTY or by which the CITY is bound.

(iii) The CITY has received no notice of any pending or threatened claim, litigation or other administrative or legal proceeding, which would negatively affect or prohibit the transactions contemplated by this AGREEMENT.

b) USALCO.

(i) USALCO is a Maryland Corporation, Federal Tax Identification No. _____, and is admitted to do business within the State of Ohio.

(ii) The execution and delivery of this AGREEMENT by USALCO and the consummation of the transactions contemplated by this AGREEMENT

Resolution No. _____ (cont'd)

have been properly authorized by USALCO, and this AGREEMENT is the legal, valid and binding obligation of USALCO.

(iii) The execution and delivery of this AGREEMENT and the performance of the duties and obligations provided for in the AGREEMENT by USALCO do not violate USALCO's Articles of Organization or Incorporation or its Operating Agreement or Bylaws or the provisions of any law, ordinance, regulation or agreement to which USALCO is a PARTY or by which USALCO is bound.

(iv) USALCO has received no notice of any pending or threatened claim, litigation or other administrative or legal proceeding involving or affecting the transactions contemplated by this AGREEMENT.

7. Notices. Any notices given, or required to be given, hereunder shall be in writing and shall be deemed to be effective when received at the following address:

If to the CITY:

Director of Public Utilities
City of Hamilton
345 High Street
Hamilton, OH 45011

With a copy to:

City Manager
City of Hamilton
345 High Street
Hamilton, OH 45011

If to USALCO then an original to:

Les Gibson
Plant Manager

USALCO Fairfield Plant, LLC.
3700 Dixie Highway
Fairfield, OH 45014

The above titles and addresses may be changed at any time by written notice to the other PARTY.

8. This AGREEMENT embraces the entire understanding between the PARTIES and may not be altered or modified except as agreed in writing and signed by both PARTIES.

Resolution No. _____ (cont'd)

9. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this AGREEMENT, facsimile and "pdf" signatures shall be deemed to be originals. Each PARTY may rely upon a facsimile or "pdf" counterpart of this AGREEMENT signed by the other PARTY with the same effect as if such PARTY had received an original counterpart signed by such other PARTY.

10. Effective Date. This AGREEMENT shall be in full force and effect as provided herein when signed by properly authorized officers of both of the PARTIES.

IN WITNESS WHEREOF, the City of Hamilton, Ohio, by Joshua A. Smith, its City Manager, and pursuant to Resolution No. R2016-_____, a copy of which is attached hereto, has caused this AGREEMENT to be executed this ___ day of _____, 2016; and USALCO, by Les Gibson its Plant Manager, pursuant to Resolution duly adopted by the Board of Directors, a copy of which is attached hereto, has caused this AGREEMENT to be executed on this _____ day of _____, 2016.

USALCO Fairfield Plant, LLC.

City of Hamilton, Ohio

By: _____

By: _____

Les Gibson
Plant Manager

Joshua A. Smith
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Director of Law
City of Hamilton, Ohio

Resolution No. _____ (cont'd)

EXHIBIT "A"

Equipment:

1 Each Gas meter change out to: GE Dresser Roots model 7M 175. Make/size is 7M and the pressure it can handle is 175 psi.

1 Each additional gas regulator: Itron manufacturer and model is B38 IMR. Size is B38 and it is an Internal Monitor Relief.

Resolution No. _____ (cont'd)

EXHIBIT "B"

Estimated Equipment Cost:

Contractor installation of meter and regulator per 2/18/16 quote = \$4,250

Regulator Cost = \$1,000

Meter Cost = \$2,000

Total Estimated Equipment Cost = \$7,250