

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
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Call to Order

Offering of Prayer – Council Member Rob Wile

Pledge of Allegiance

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

1. Empower Hamilton Fund Presentation by Nathan Perry
2. Butler County Auditor Presentation by Deputy Auditor David Brown
3. City of Character Recognition – Dr. Bob Rusbosin
4. Recent Water Issues Update

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.

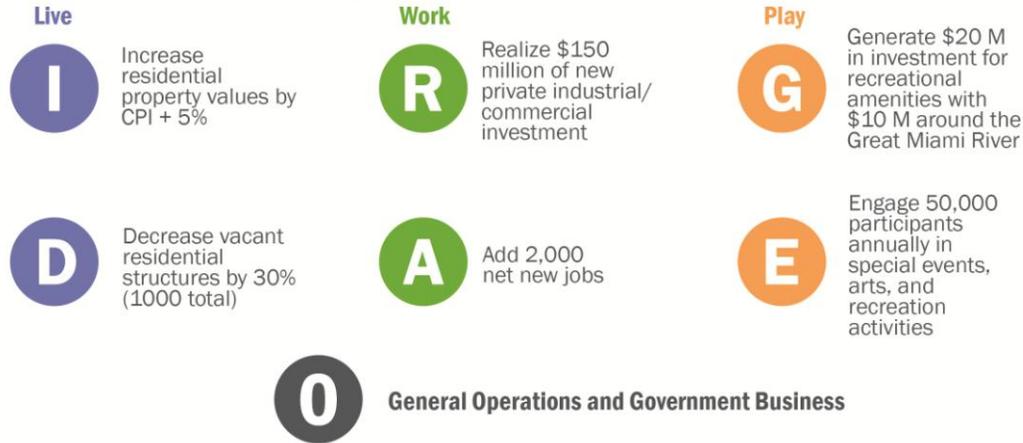
- Approval of Minutes
- All Staff Reports
- Receive and File
- Committee of the Whole Report (Includes all Caucus Reports)
- Informational Report – Diversity & Inclusion Committee Embark Program Report
- Informational Report – 2015 Financial Audit Report

Caucus Agenda September 14, 2016

1. [Recommendation Relative to the application for a new Liquor Permit for Dina & Nisreen Retailers LLC dba AJ Market, 2670 Benninghofen Ave., Hamilton, Ohio 45015.](#)
2. [Recommendation Relative to Contract #16-10 – Change Order #1 2016 Pershing Avenue Water Main Replacement Project.](#)
3. [Recommendation Relative to Amending Schedule “A” for an additional classification – Health Technician.](#)
4. [Recommendation Relative to the Sixth Supplemental Appropriation to the 2016 Budget.](#)



These icons illustrate which strategic goals Council Actions align to



Council Actions Pertaining to Legislative Items:

Pending Legislation:

5. [An ordinance approving a request for a Conditional Use to allow the establishment of an Institutional Use \(I.E. Public Education Facility\) to operate on property, Zoned R-4 Multi-Family Residence District, located at 140 Ross Avenue \(Hamilton City School District/Applicant\) \(Second Reading\).](#) **O**
6. [An ordinance denying a request for a Conditional Use to allow for the establishment of an automobile service and minor repair facility to operate on property Zoned B-2 Community Business District located at 735 South Erie Boulevard \(Allen Loudiy, Applicant/Owner\) \(Second Reading\).](#) **O**
7. [An ordinance authorizing the execution of an Economic Development Agreement with Community Management Corporation \(CMC Properties\) and Disposition of land for redevelopment located at 115 Dayton Street within the City's Urban Renewal Area. \(Second Reading\).](#) **I D R**

New Legislation:

8. [An ordinance approving the vacation of a portion of the Main Street Alley Right of Way, located in the First Ward South Side of the City of Hamilton, Butler County, Ohio. \(City of Hamilton, Applicant\). \(First Reading\).](#) **R O**
9. [An ordinance amending Section 181.36 of the Codified Ordinances of the City of Hamilton Ohio, relative to the Tuition Reimbursement Program. \(First Reading\).](#) **O**
10. [An ordinance establishing new Section 181.37 of the Codified Ordinances of the City of Hamilton, Ohio, relative to the relocation assistance program. \(First Reading\).](#) **O**
11. [An ordinance authorizing and directing the purchase of property at 116 Hueston Street. \(George H. Marsh, Jr. and Tamea B. Marsh, Owners\). \(First Reading\).](#) **I O**





12. [An ordinance waiving certain provisions of Chapter 181 of the City of Hamilton, Ohio's Codified Ordinances, relative to employee fringe benefits, with regard to execution of an employment agreement with the Director of Human Resources. \(Two Readings\).](#) ①
13. [An Emergency Ordinance authorizing and ratifying the purchase of 130 Village Street. \(Donald and Gene Land Owners\). \(Two Readings\).](#) ① ②
14. [An Emergency Ordinance authorizing a petition to be submitted to the Butler County Board of County Commissioners to erect a new Township out of portions of St. Clair Township, Fairfield Township, Hanover Township and Ross Township which are included within the corporate limits of the City of Hamilton excluding territory annexed into the City after the effective date of Amended Substitute Senate Bill 5 and declaring an emergency. \(Two Readings\).](#) ①
15. [A resolution endorsing the establishment of United States Bicycle Route 25 on The Great Miami River Trail through Hamilton, Ohio.](#) ⑥ ⑤
16. [A resolution authorizing an agreement between the City of Hamilton, Ohio and the Board of County Commissioners of Butler County, relative to reimbursement of appointed legal council to represent indigent defendants in the Hamilton Municipal Court.](#) ①
17. [A resolution authorizing and directing the City Manager to execute an agreement to relocate six murals painted by Robert McCloskey from the Massachusetts Institute of Technology \(MIT\) to the City of Hamilton, Ohio.](#) ⑤
18. [A resolution authorizing and directing the filing of a grant application with the Ohio Public Works Commission relative to funding for the 2017 Hamilton Road Improvement Project.](#) ① ②
19. [A resolution authorizing and directing the filing of a loan application with the Ohio Public Works Commission for the 2017 Arlington Avenue Water Main Replacement Project, and accepting a zero-interest loan if it is awarded.](#) ②
20. [A resolution authorizing and directing the filing of a loan application with the Ohio Public Works Commission for the 2017 Southern Hills Water Main Replacement Project, and accepting a zero-interest loan if it is awarded.](#) ②
21. [A resolution authorizing and directing the filing of a loan application with the Ohio Public Works Commission for the 2017 State Route 4 \(Dixie Highway\) Water Main Replacement Project, and accepting a zero-interest loan if it is awarded.](#) ②

Audience of the City Manager

Audience of City Council

Executive Session

Adjournment

The City of Hamilton is pleased to provide accommodations to disabled individuals and encourage their participation in city government. Should special accommodations be required, please contact the City Clerk's office at 513-785-7074 (24) hours before the scheduled meeting.





Informational Report
September 14, 2016

City Council Meeting Informational Report

TO: The Honorable Mayor and Members of the City Council
FROM: Mark Mercer, Chairman of Diversity & Inclusion Commission
RE: 2016 EMBARK Internship Report

Dear Mayor and Members of Council:

On Saturday, August 6, the three high school interns who were selected for the EMBARK internship completed the final session of their program. I have the privilege of reporting to City Council on that program. The EMBARK (Engaging Minds By Acquiring Real-world Knowledge) program is focused on high school students and giving them exposure to the work environment. Mayor Moeller had approached Dr. Reeves of the Hamilton-Fairfield-West Chester NAACP. City Council appropriated funding for the program and revising the existing program from last fall, a paid internship for three high school interns to work 30 hours per week for six weeks was realized. Many city employees worked to get the program organized and launched, though they are rarely recognized for their work. The Diversity and Inclusion Commission partnered with Mr. Joel Fink of Skills Central to include five Saturday sessions which focused on job interests, career futures, resume development, interview strategies, and job search skills for the interns. The NAACP provided input on the format of the program, participated in the interviews and selection of the interns, and was represented at the Saturday development sessions.

Several members of the commission were involved at all points of the process. Vice Chair Rose Haverkos, Assistant to the City Manager Boyce Swift serving as the commission



secretary, and Chair Mark Mercer met with NAACP President Rev. Dr. Michael Reeves Jr., First Vice President Deloise Shipmon and with Principal John Wilhelm from Hamilton High School to share expectations, solicit applicants, and set guidelines. Of twelve applicants, nine responded and were interviewed. A diverse group of three was selected. Several city employees have worked hard to make the program successful, including Vice Chair Rose Haverkos, Mr. Boyce Swift, Civil Service and Personnel Director Nadine Hill, and Assistant Law Director Letitia Block. Public Works Director Rich Engle, City Clerk Nick Garuckas, Economic Development Specialist Liz Hayden, Mrs. Shipmon, Mr. Fink along with Mr. Swift and I participated in the interview and selection process, all of which were after work hours. In addition to participating in all the interviews, Mr. Swift, Mrs. Shipmon, and I committed to attending and helping to facilitate the Saturday sessions with Mr. Fink.

Each week the interns worked in their selected departments. Their interests were varied and their work assignments were tailored to meet those interests, as much as possible. The interns were flexible and the work performed by each intern was beneficial to the departments to which they were assigned. Similarly, their aspirations after the internship were varied. I made a point to ask about their work and progress, and each time the reports were positive. Each Saturday I asked each of them about their week, what they liked and what they did. The work was rewarding and the experience was good for each of them. While each intern benefitted in different ways, they all left with an expanded view of their opportunities and an appreciation for the work of the city. In addition, each made professional contacts and was able to add real work experience to their resumes.

This was the second EMBARK intern group. After the first group in the fall of 2015, changes to the program were made and the results of those changes were that the scheduling conflicts were better managed and a greater focus on a developmental experience was added to the program. Following the program, review of the feedback from the students and commission members involved in the program will be considered to recommend any changes and to look for opportunities in our community to share cost and to continue or expand this program including local employers, offering greater opportunity for both the students and employer partners. This program, as well as the recent Diversity and Inclusion workshop sponsored by the commission, has been successful and beneficial.



Hamilton is a city eager for progress. The community and the city workforce have shown that. As the commission realizes some short term accomplishments, community engagement is building, and there are opportunities presenting themselves for expanding that community involvement in both the short and long term.

Respectfully submitted,



Mark F. Mercer, Chair

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

Related Strategic Goal(s)	
<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"/>	A Add 2,000 new jobs
<input type="checkbox"/>	R Realize \$150 million of new private industrial/commercial investment
<input type="checkbox"/>	G Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River
<input checked="" type="checkbox"/>	E Engage 50,000 participants annually in special events, arts and recreation activities
<input type="checkbox"/>	O General operations / Government Business



City Council Meeting Informational Report

TO: The Honorable Mayor and Members of the City Council

FROM: Tom Vanderhorst

RE: 2015 Audit Report

Dear Mayor and Members of Council:

The Auditor of State has completed its audit of the City's 2015 Audited Financial Report (Comprehensive Annual Financial Report - CAFR) and the 2015 audited financial statements for the Gas, Electric, Water and Wastewater utilities and accepted the reports.

The City has once again received an unqualified (Clean) opinion for its 2015 Audit report and its attainment represents a significant accomplishment by a government and its management.

The CAFR demonstrates a constructive "spirit of full disclosure" to clearly communicate the City's financial story to citizens, City Council and potential users. As required by the Ohio Revised Code, a public notice was placed on Friday, September 9, 2016 in the Journal News regarding the completion of the City's 2015 Audited Financial Report.

The 2015 Audited Financial Report can be inspected at the office of the Director of Finance or by accessing the City's website at <http://www.hamilton-city.org/ArchiveCenter/ViewFile/Item/382>.

I want to thank the Finance Department staff for their diligent work and dedication in successfully completing the 2015 CAFR report.

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)
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City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Application for a new Liquor Permit for Dina & Nisreen Retailers LLC dba
AJ Market, 2670 Benninghofen Ave., Hamilton, Ohio 45015

Dear Mayor and Members of Council:

Notification has been received from the Ohio Department of Liquor Control relative to a request for a new C1-C2 liquor permit for Dina & Nisreen Retailers LLC dba AJ Market, 2670 Benninghofen Ave., Hamilton, Ohio 45015.

The holder of this type of permit is the owner or operator of a retail food establishment to sell beer, wine and prepared and bottled cocktails, cordials, and other mixed beverages in original packages and not for consumption on the premises where sold. Under such permit, this also allows sales between the hours of ten a.m. and midnight on Sunday.

The appropriate city departments have investigated this request and have no objections. I recommend that Council direct the City Clerk to notify the Ohio Department of Liquor Control that the City has no objection to this request.

It is the recommendation of this office that Council receives this report and concurs in the recommendation.

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
 City Manager

Amy K. Bach
 City Manager's Office

Choose Strategic Goal(s)

- R** Realize \$150 million of new private industrial/commercial investment
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- O** General Operations/ Government Business



City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Contract #16-10 – Change Order #1
2016 Pershing Avenue Water Main Replacement Project

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

Dear Mayor and Members of Council:

Contract #16-10 was awarded to Ford Development Corporation to construct the 2016 Pershing Avenue Water Main Replacement Project.

The water main replacement project is scheduled to be completed in late winter. Pershing Avenue is scheduled to be resurfaced as part of the Ohio Department of Transportation Urban Paving Program beginning no earlier than July 23, 2017. Public Works must remove and replace deteriorated concrete sidewalk and curb on Pershing Avenue before the pavement resurfacing project begins. Because of the need to complete the concrete work in a compressed timeframe, Public Works requested pricing from Ford Development Corporation.

Ford Development Corporation is presently under contract with the City and has the necessary equipment and expertise to perform the work. Ford Development Corporation submitted acceptable unit prices and has performed similar work for the City with satisfactory results. There are two advantages for adding the concrete work to the existing City contract with Ford Development Corporation. First, the Maintenance of Traffic controls established by Ford Development Corporation can be used for both the water main and concrete work. Second, Ford Development Corporation has full control of both projects so it can be closely coordinated and completed in the necessary timeframe.

The original contract amount for the project is \$811,901.80. Change Order No. 1 described above is \$111,565.00 resulting in a final contract amount of \$923,466.80. The increase in work would not have changed the order of the original low bidder and second bidder. Funds are available in Fund 279 Stormwater, Fund 301 Special Assessments and Fund 311 Infrastructure Renewal. The new completion for concrete work is July 7, 2016.

It is the recommendation of this office Council receives this report and concurs in the recommendation.

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
City Manager

Richard A. Engle, P.E.
Director of Public Works/City Engineer



Choose Strategic Goal(s)

- R** Realize \$150 million of new private industrial/commercial investment
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City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Schedule "A" additional Classification- Health Technician

<input checked="" type="checkbox"/>	1 st Reading Date: 9/28/16
<input checked="" type="checkbox"/>	2 nd Reading Date: 9/28/16
<input type="checkbox"/>	Public Hearing Date:

Dear Mayor and Members of Council:

The Health Division does work under the Ohio Department of Health Immunization Action Plan grant. The division has been receiving funds and working under this grant for over sixteen years. For the last ten years, the technical role of immunization liaison has been filled by a temporary part-time employee. The Civil Service Commission has made it clear they do not want to continue approving a temporary for this activity. The position is paid for in its entirety under the grant funds. The classification description has been prepared and sent to the Civil Service Commission for approval/ vote.

It is the recommendation of this office that Council receives this report, concurs in the recommendation, and directs the preparation of the necessary legislation.

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
 City Manager

Kay L Farrar
 Health Commissioner

Choose Strategic Goal(s)	
<input type="checkbox"/>	R Realize \$150 million of new private industrial/commercial investment
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<input checked="" type="checkbox"/>	O General Operations/ Government Business



City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Sixth Supplemental Appropriation to the 2016 Budget

<input checked="" type="checkbox"/>	1 st Reading Date: 9/28/16
<input checked="" type="checkbox"/>	2 nd Reading Date: 9/28/16
<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 ordinance 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 receives this report, concurs in the recommendation, and directs the preparation of the necessary legislation.

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
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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 by Hamilton City School District, for a Conditional Use to allow the establishment of an Institutional Use (i.e. public education facility) on property zoned R-4 Multi-Family Residence District located at 140 Ross Avenue (Hamilton City School District, 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 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 <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 8/24/2016 <input checked="" type="checkbox"/> 2 nd Reading Date: 9/14/2016 <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): City Council Caucus: 8/10/2016 Planning Commission: 8/01/2016</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required <input checked="" type="checkbox"/> Additional Document(s) Attached	
<p>Fiscal Impact</p>	Budgeted: No General Fund: \$200.00 Other Funds: \$ 0.00 <i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>	

Policy Issue

Does City Council wish to approve the request for a Conditional Use to allow the establishment of an Institutional Use (i.e. public education facility) on property zoned R-4 Multi-Family Residence District located at 140 Ross Avenue?

Policy Alternative(s)

Council may choose not to approve the request for a Conditional Use to allow the establishment of an Institutional Use (i.e. public education facility) on property zoned R-4 Multi-Family Residence District located at 140 Ross Avenue.

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 request for a Conditional Use to allow the establishment of an Institutional Use (i.e. public education facility) on property zoned R-4 Multi-Family Residence District located at 140 Ross Avenue.



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 staff time allotted to preparation of the request for a Conditional Use to allow the establishment of an Institutional Use i.e. public education facility on property zoned R-4 Multi-Family Residence District located at 140 Ross Avenue which is estimated at approximately \$200.

Background Information

This is a request submitted by the Hamilton City School District (HCSD) for a Conditional Use to establish an Institutional Use (i.e. public education facility) on property located at 140 Ross Avenue (Exhibit A). The property is zoned R-4 Multi-Family Residence District (Exhibit B) and is located within the boundary of the Rossville Historic District. The property is the current location of Partners in Prime, a multi-purpose senior services organization. The property is comprised of two (2) separate parcels including a portion of a vacated alley that measures approximately one (1) acre. The two (2) lots include City Lot Nos. 29041 and 29552. Within the R-4 Multi-Family Zoning District, "Institutional Uses" require Conditional Use review by the Planning Commission (Section 1118.32) and approval by City Council. "Institutional Uses" are defined to include public education facilities.

The properties to the north are zoned MS-1 Main Street Core District, the properties to the west are zoned R-4 Multi-Family Residential, the properties to the south are zoned R-4 Multi-Family Residential, and to the east is MS-2 South B Street District.

Proposed Project:

According to the applicant, the proposed project is the conversion of the former Miami School Building, located at 140 Ross Avenue into the new home of the HCSD Registration Center and Virtual Academy. Central Registration will tentatively be open from 7:30 AM to 4:30 PM. Families registering for or withdrawing from school will be able to process their request from the centralized location. The Virtual Academy's hours are tentatively scheduled as follows:

7:30AM-10:30AM	morning session
10:30AM-11:30AM	drop in and support session
11:30AM-2:30PM	afternoon session

HCSD anticipates four (4) buses will be utilized during the morning and afternoon sessions depending upon ultimate enrollment numbers. HCSD anticipates approximately 150 students will be enrolled in the Virtual Academy and it is estimated that approximately 30-50 students will be physically located on the site during the typical school day – the remaining enrolled students would be completing required coursework from home.

HCSD has no current plans to modify the exterior of the building or site. Interior improvements and modifications to the building are anticipated to exceed more than \$1M.

The building is currently being utilized by Partners in Prime for a number of senior services including meals, gatherings, fitness, and other group activities. The existing site includes 51 parking spaces. The proposal is to utilize all the existing parking for HCSD staff, ADA required parking, and visitor parking. Designated student parking is proposed on the existing parking lot located north of the Main Street alley (north of 140 Ross Ave) and on portions of property to be acquired from the CORE Fund to create a total of 28 additional parking spaces. A total of 30 parking spaces are required per the Hamilton Zoning Ordinance based on the maximum enrollment of the facility 150 students.

The four (4) school buses expected to provide transportation for students to the school will utilize South C Street for access, turn right into the Main Street Alley and discharge/pick-up students within the alley centered on a direct pedestrian connection to the rear of the building. School buses will exit the property using the existing driveway along Ross Avenue just east of the building.



Notification:

Public Hearing Notices were mailed to the owners of 58 properties within 500 feet of the property in question prior to the Planning Commission public hearing. There were no objections expressed to the proposed conditional use 140 Ross Avenue.

Conditional Use Review:

1155.10 – Conditional Uses:

1. The Planning Commission (PC) shall review and make a recommendation to City Council, in accordance with the provisions of this Ordinance for applications for Conditional Uses. The PC shall review the particular facts and circumstances of each proposed Conditional Use, and if recommending approval shall find adequate evidence that the proposed conditional use complies with the General Standards applicable to all Conditional Uses found in 1155.30. (REVISED OR2015-9-80)
2. The PC has no obligation to recommend approval of a Conditional Use, and City Council has no obligation to approve a Conditional Use. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the PC that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. (REVISED OR2015-9-80)
3. In considering an application for a Conditional Use, the PC and City Council shall give due regard to the nature and condition of all adjacent uses and structures and in recommending approval of a conditional use may impose such requirements and conditions, in addition to any expressly stipulated in this Ordinance, as the PC may deem necessary for the protection of adjacent properties and the public interest. (REVISED OR2015-9-80)

Section 1155.00 which regulates Conditional Uses states the following:

1155.30 – Application and Review

The applicant shall submit an application to the Department of Community Development for a Conditional Use along with applicable fee. The applicant shall submit at least the following supporting information to be considered for a Conditional Use.

- A. A written description of the proposed Conditional Use including nature of the business and hours of operation. The written description of the proposed Conditional Use should further address the nine (9) Conditional Use Review Criteria below in Section 1155.30.C. The written description of the proposed Conditional Use is attached to this report (attached as Exhibit C).
- B. Plans of the proposed site for the Conditional Use indicating the location of all existing and proposed buildings, parking, loading, and driveway areas, traffic access and circulation, open spaces, landscaping, refuse and service areas, utilities, signage, yards and setbacks, and such other information as the PC may require to determine of the effect of the proposed Conditional Use on the surrounding neighborhood. (REVISED OR2015-9-80). The plans of the proposed Conditional Use are attached to this report (attached as Exhibit C).

C. Conditional Use Review Criteria – General Standards

In reviewing an application for a Conditional Use, the City Council shall consider whether there is adequate evidence that the proposed Conditional Use is consistent with the nine (9) review criteria. Information provided by the applicant in response to the nine criteria below is *“Italicized”*.

1. **The proposed Conditional Use is to be located in a district wherein such use may be permitted, subject to the requirements of this Section and the Zoning Ordinance.** An Institutional Use (i.e. public education facility) is a conditional use in the R-4 Zoning District. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the Planning Commission that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. The applicant stated that *“The proposed conditional use subject property is located in an R-4 “multifamily residence district”. The subject property is currently a “B” Business use group. The proposed new “E” use is an approved conditional use per 1108.30.”* This information is attached to this report (attached as Exhibit C). **COMMENT: The applicant reference to “E” above is building code reference – however, institutional uses i.e. public education facilities are Conditional Uses in the R-4 zoning district.**
2. **The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.** The applicant stated that *“2. The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare. While the parcel is zoned R-4, it is immediately adjacent to “MS-2” and “MS-3” designations (B Street form based code), which support a variety of mixed uses including business, religious, housing, etc. HCS believes the Central Registration Center and Virtual Academy will be a positive asset to the community and will complement the existing diverse property uses in the immediate area.”* This information is attached to this report (attached as Exhibit C).
3. **The proposed Conditional Use will be harmonious with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.** The applicant stated that *“The proposed building has been a fixture on the corner of Ross and C Streets since 1902. It maintains its original scale, fenestration, and materiality. No modifications are planned to the existing exterior; thereby it will maintain its essential character which is harmonious with the district and the adjacent properties.”* This information is attached to this report (attached as Exhibit C).
4. **The proposed Conditional Use shall be adequately served by essential public facilities and services such as, but not limited to, roads, public safety forces, storm water facilities, water, sanitary sewer, refuse, and schools. If not, the applicant shall be responsible for the extension or establishment of any public facilities and services to effectively service the proposed Conditional Use.** The applicant stated that *“Utilities suitable for the property are all existing; there are currently no plans for any utility modifications.”* This information is attached to this report (attached as Exhibit C).
5. **The proposed Conditional Use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets.** The applicant stated that *“Vehicular access from Ross and C Streets is existing and appropriate. Onsite parking is adequate for the anticipated number of staff and visitors to the Registration Office and Virtual Academy.”* This information is attached to this report (attached as Exhibit C).
6. **The proposed Conditional Use will comply with all applicable development standards, except as specifically altered in the approved Conditional Use.** The applicant stated that *“The existing building complies with all applicable development standards. No exterior modifications are anticipated.”* This information is attached to this report (attached as Exhibit C).
7. **The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses.** The applicant stated that *“The proposed use as a Central Registration Office and Virtual Academy will be a positive addition to the community and will not be hazardous or have a negative impact on existing or future neighboring uses.”* This information is attached to this report (attached as Exhibit C).
8. **The proposed Conditional Use will not involve uses, activities, processes, materials, equipment and conditions of operations, including, but not limited to, hours of operation, that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to the uses permitted in the base zoning district.** The



applicant stated that *“The property will not involve uses or activities that will be detrimental to any persons, property or general welfare in the area.”* This information is attached to this report (attached as Exhibit C).

- 9. The proposed Conditional Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.** The applicant stated that *“The proposed Conditional Use will be a community asset in the neighborhood. It will not impede the normal and orderly development of the surrounding properties.”* This information is attached to this report (attached as Exhibit C).

Summary Review of Conditional Use Standards:

Section 1155.10.2 confirms that the Planning Commission has no obligation to approve a Conditional Use. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the Planning Commission that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed.

Review and Findings:

Within the R-4 Multi-Family Zoning District, “Institutional Uses” require Conditional Use review by the Planning Commission (Section 1118.32) and approval by City Council. “Institutional Uses” are defined to include public education facilities. There are no specific standards applicable to institutional uses in the HZO other than a review of the 9 criteria. However, when the HCS D rebuilt a number of elementary and middle schools a few years ago they adhered to the State of Ohio School Facilities Commission recommended minimum lot size of ten (10) acres. The subject property is only one (1) acre. Based on the description of the proposed Virtual Academy there does not appear to be the need for additional lot area for outside or recreational activities typically associated with a public high school. All educational activities are proposed within the building and students should only be outside when accessing transportation to/from the academy.

Parking for employees, visitors, and students is to be provided as shown on the site plan. Existing landscaping will be maintained and replaced if necessary.

Recommendation:

On August 1, 2016 the Planning Commission held a public hearing and recommend approval of the Conditional Use application for 140 Ross Avenue subject to the following conditions of approval:

1. Bus route with discharge of students on school property.
2. School Resource Officer to be on-site during school hours (minimum hours 7:30 am-2:30 pm).
3. Changes in signage or building exterior (design, color, etc.) to be reviewed by Architectural Design Review Board (ADRB).
4. Landscaping Plan to be submitted for site (identify existing, and any new plantings proposed (Note added that landscaping to be maintained in good condition and replaced as necessary). Landscaping Plan to be reviewed by Municipal Arborist.
5. Any dumpster(s) to be enclosed in structure to match principal building.
6. 30 on-site parking spaces are required per zoning (1 space for every 5 classroom seats-150/5=30). Site plan to indicate staff, student, and visitor parking.
7. All student parking to be provided on-site.
8. On-site parking will be available for public parking after 5:00 pm for the days of Monday through Friday and on weekends, unless needed for school function.
9. All improvements and work indicated on construction drawings/documents approved as part of the Conditional Use be installed and maintained in good repair and replaced as necessary to remain in compliance with the approved Conditional Use - (includes building and exterior finishes, canopies, dumpster enclosure, landscaping, signage, pavement surfaces, and parking lot striping, etc.)
10. City will be notified if any new activities are proposed, not originally stated in the application, will be conducted in the facility.



11. The HCSD agrees to not object to the issuance of a State of Ohio liquor permit associated with a City of Hamilton supported development or redevelopment project within a 500 foot vicinity of 140 Ross Avenue.
12. The construction drawings for the proposed work to be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.

Recommendation

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 Conditional Use application for 140 Ross Avenue.

Attached Information

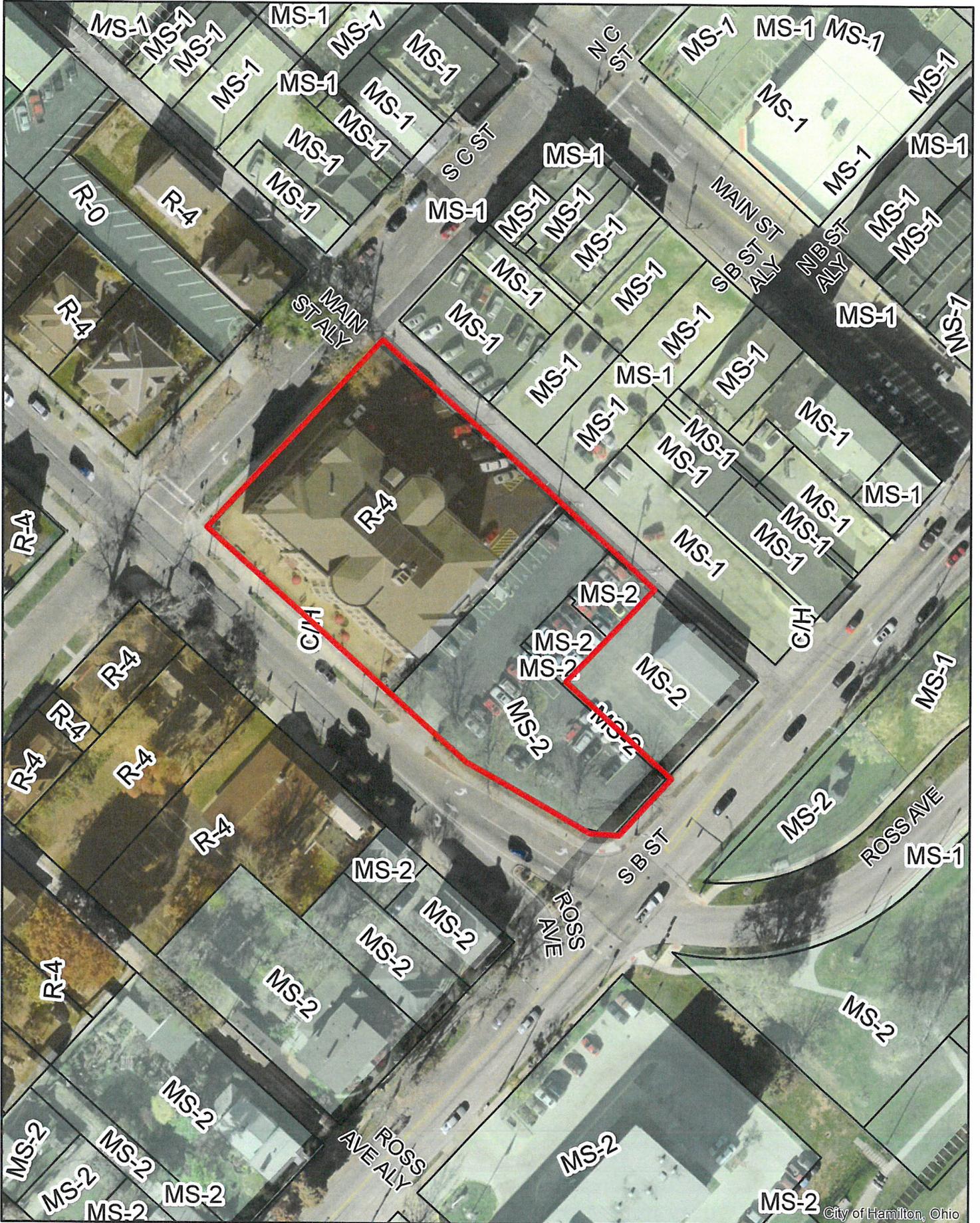
- Exhibit A – Public Hearing Location Map
- Exhibit B – Zoning Map
- Exhibit C – Conditional Use Application & Supporting Material

Copies Provided to:

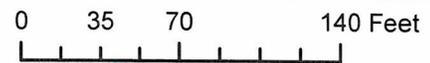
- Larry Knapp, HCSD
- Jeff Thurman, Colonial Senior Services



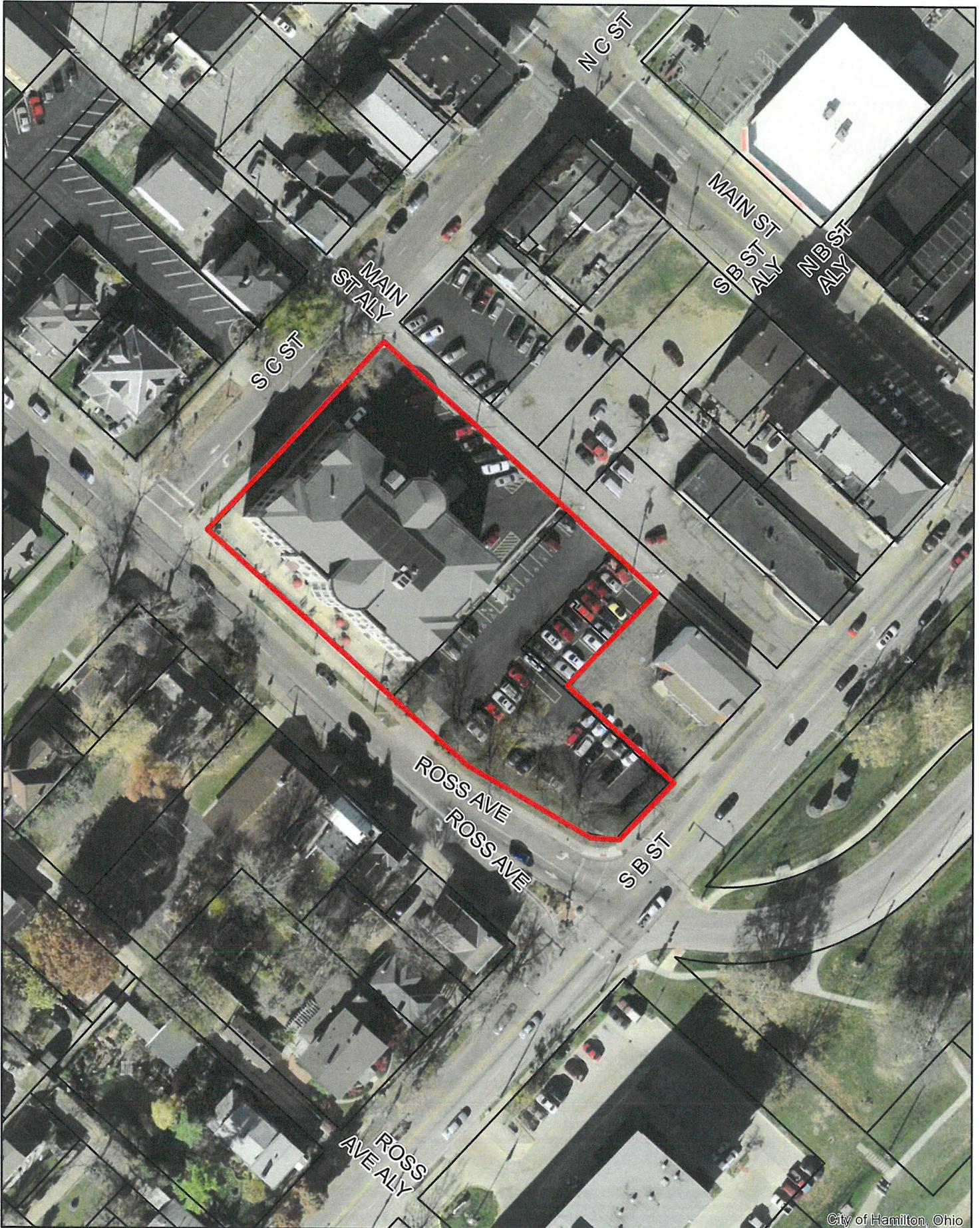
140 ROSS AVENUE
PUBLIC HEARING MAP



 140 Ross Avenue



140 ROSS AVENUE
PUBLIC HEARING MAP



City of Hamilton, Ohio

 140 Ross Avenue

0 35 70 140 Feet





A162307
A162309

APPLICATION FOR CONDITIONAL USE

Please Note: The Planning Commission has no obligation to approve a Conditional Use.

The Hamilton Zoning Ordinance assumes that the uses listed as conditional are **not outright appropriate** unless an applicant demonstrates to the Planning Commission that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. (HZO Section 1155.10)

Property Address: 140 Ross Avenue, Hamilton, OH 45013

Lot No(s): P6412101000077 & P6412101000074

Property Owner: Hamilton City School District

Owner's Mailing Address: 533 Dayton Street, Hamilton, OH 45011

Applicant's Name (if different than owner): Larry Knapp

Applicant's Mailing Address: 533 Dayton Street, Hamilton, OH 45011

Applicant's Email Address: lknapp@hcsdoh.org

Applicant's Phone Number: 513-887-5013

Previous Legal Use of Property: Use Group B - Business: Senior Citizen's Center

Date Previous Use Discontinued: Still in use

Proposed New Use of Property: Use Group E - Education (original use)

Requesting a Conditional Use Approval from the following Sections of the Hamilton Zoning Code:

- 1118.00 "R-4" Multi-Family Residence District
- 1118.30 Conditional Uses:
- 1118.32 Institutional Uses: As defined in Section 1108.00
- 1108.00 Institutional: ...schools...

Date: 7/11/2016
 Acct #: 228138
 Name:
 Receipt # 0094876
 Payment Total: \$200.00
 City of Hamilton
 Office: CNST
 Cashier: Cona
 7/11/2016 2:11 PM
 Check Number: 200.00



Project Name: Hamilton City School Registration Center & Virtual Academy
 Applicant: Hamilton City Schools
 Architect: SHP Leading Design / Todd Thackery, Jeffrey Sackenheim

Parcel addresses (see attached):
 140 Ross Avenue / Hamilton, OH 45013
 Parcel ID: P6412101000077 & P6412101000074

Zoned: Current zoning: "R-4" Multi-Family Residential
 Current use: "B" Business (Senior Citizen's Center)
 Proposed use: "E" Education (original building use)

1155.30 – Application and Review

A. Written description:

Hamilton City Schools plans to purchase the "Miami School Building" at 140 Ross Avenue and have it become the new home of the Hamilton City School Registration Center and Virtual Academy. Central Registration will tentatively be open from 7:30AM to 4:30PM. Families registering for or withdrawing from school will be able to process their requests conveniently from a centralized location. The Virtual Academy's hours of operations will tentatively be as follows:

7:30AM-10:30AM	morning session
10:30AM-11:30AM	drop in and support session
11:30AM-2:30PM	afternoon session

HCS anticipates (4) buses will be utilized during the morning and afternoon sessions depending upon enrollment. HCS anticipating approximately (150) students will be enrolled at the Virtual Academy. Of those, they anticipate that at any given time approximately 30-50 students will physically be on site, with the remaining students completing coursework from home. As with other HCS secondary buildings, a school resource officer will be on site during school hours.

While the Hamilton Optional Education Program is phasing out, credit recovery opportunities will still be available throughout the HCS secondary schools. The intent of the Virtual Academy is to recapture students who are currently attending ECOT, who are homeschooled or who HCS believes will choose to learn in a technology-rich, blended learning environment.

HCS, along with SHP Leading Design, studied the potential for locating the Registration Center and Virtual Academy at 533 Dayton Street. We determined that it is not economically feasible for a number of reasons, including the lack of the required number of plumbing fixtures and fresh-air requirements necessitated by public school guidelines.

B. Plans

At present, there are no plans to make modifications to the exterior of the building or site (attached existing aerial plan provided for reference), unless as may be required by the City. Should signage modifications be made, they would be submitted to the City through the required signage approval process. The site has adequate parking and egress/ingress from both Ross and "C" streets.

Though still a preliminary number, we anticipate the interior renovation total project costs to represent a \$1,000,000.00+ investment in the property.

C. Conditional Use Criteria – General Standards

1. The proposed conditional use subject property is located in an R-4 "multi-family residence district". The subject property is currently a "B" Business use group. The proposed new "E" use is an approved conditional use per 1108.30.
2. The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare. While the parcel is zoned R-4, it is immediately adjacent to "MS-2" and "MS-3" designations (B Street form based code), which support a variety of mixed uses including business, religious, housing, etc. HCS believes the Central Registration Center and Virtual Academy will be a positive asset to the community and will complement the existing diverse property uses in the immediate area.
3. The proposed building has been a fixture on the corner of Ross and C Streets since 1902. It maintains its original scale, fenestration, and materiality. No modifications are planned to the existing exterior; thereby it will maintain its essential character which is harmonious with the district and the adjacent properties.
4. Utilities suitable for the property are all existing; there are currently no plans for any utility modifications.
5. Vehicular access from Ross and C Streets is existing and appropriate. On-site parking is adequate for the anticipated number of staff and visitors to the Registration Office and Virtual Academy.
6. The existing building complies with all applicable development standards. No exterior modifications are anticipated.
7. The proposed use as a Central Registration Office and Virtual Academy will be a positive addition to the community and will not be hazardous or have a negative impact on existing or future neighboring uses.
8. The property will not involve uses or activities that will be detrimental to any persons, property or general welfare in the area.
9. The proposed Conditional Use will be a community asset in the neighborhood. It will not impede the normal and orderly development of the surrounding properties.

PRE-APPLICATION MEETING NOTES

Attendees:

Larry Knapp, Thomas Alf – Hamilton City Schools

Jeffrey Sackenheim – SHP Leading Design

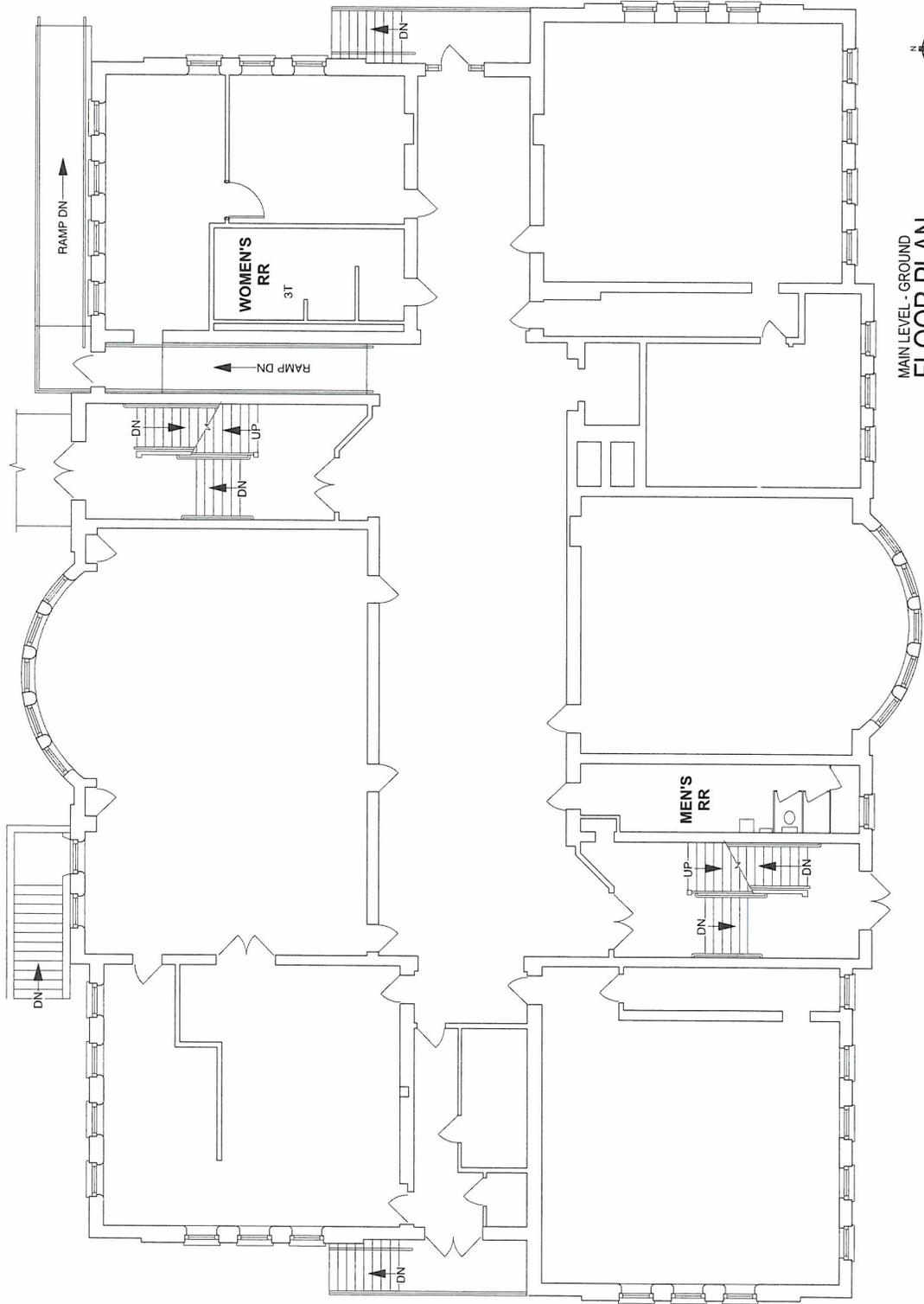
Bill Deters – Ennis Britton (via phone)

John Creech, Bud Scharf, Joshua Smith, Ken Rivera, Pat Moeller – City of Hamilton

Date: June 21, 2016

The following items were discussed and agreed to by all parties for inclusion in the Conditional Use application.

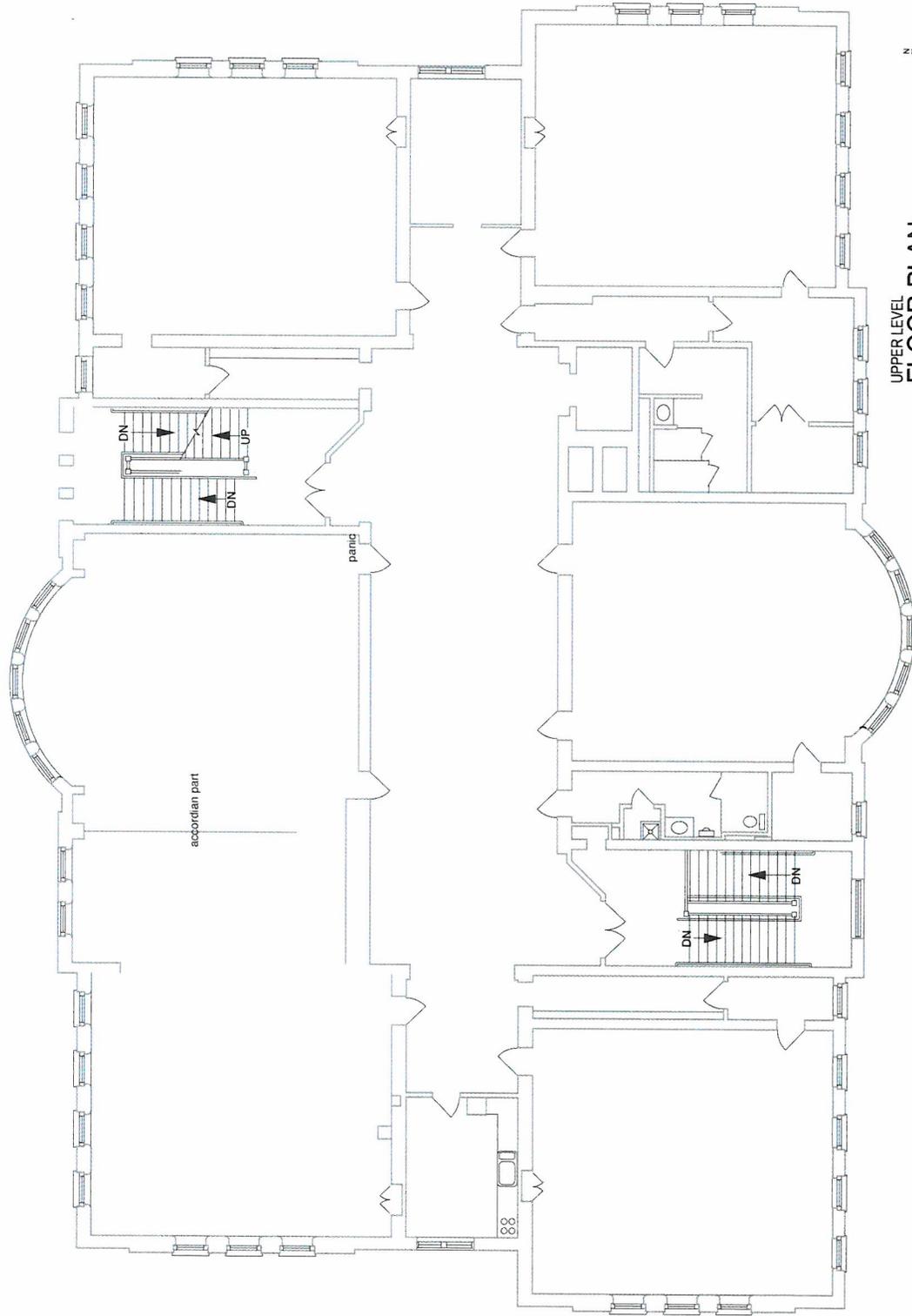
- 1) Bus Routes for student discharge: Park Avenue west on North C Street cross Main Street to South C Street left into alley behind 140 Ross Avenue.
- 2) School Resource Officer to be on-site during school hours.
- 3) Changes in signage or building exterior (design, color, etc.) to be reviewed by Architectural Design Review Board (ADRB).
- 4) Landscaping Plan to be submitted for site (identify existing, and any new plantings proposed – add note that landscaping to be maintained in good condition and replaced as necessary). Landscaping Plan to be reviewed by Municipal Arborist.
- 5) Any dumpster(s) to be enclosed in structure to match principal building.
- 6) 30 on-site parking spaces are required per zoning (1 space for every 5 classroom seats – $150/5=30$). Site plan to indicate staff, student, and visitor parking.
- 7) All student parking to be provided on-site.
- 8) On-site parking will be available for public parking after 5PM unless needed for school function.
- 9) All improvements and work indicated on construction drawings/documents approved as part of the Conditional Use be installed and maintained in good repair and replaced as necessary to remain in compliance with the approved Conditional Use - (includes building and exterior finishes, canopies, dumpster enclosure, landscaping, signage, pavement surfaces, and parking lot striping, etc.)
- 10) City will be notified if any new activities are proposed, not originally stated in the application, will be conducted in the facility.
- 11) The HCSD agrees to not object to the issuance of a State of Ohio liquor permit associated with a City of Hamilton supported development or redevelopment project within a 500 foot vicinity of 140 Ross Avenue.



MAIN LEVEL - GROUND
FLOOR PLAN

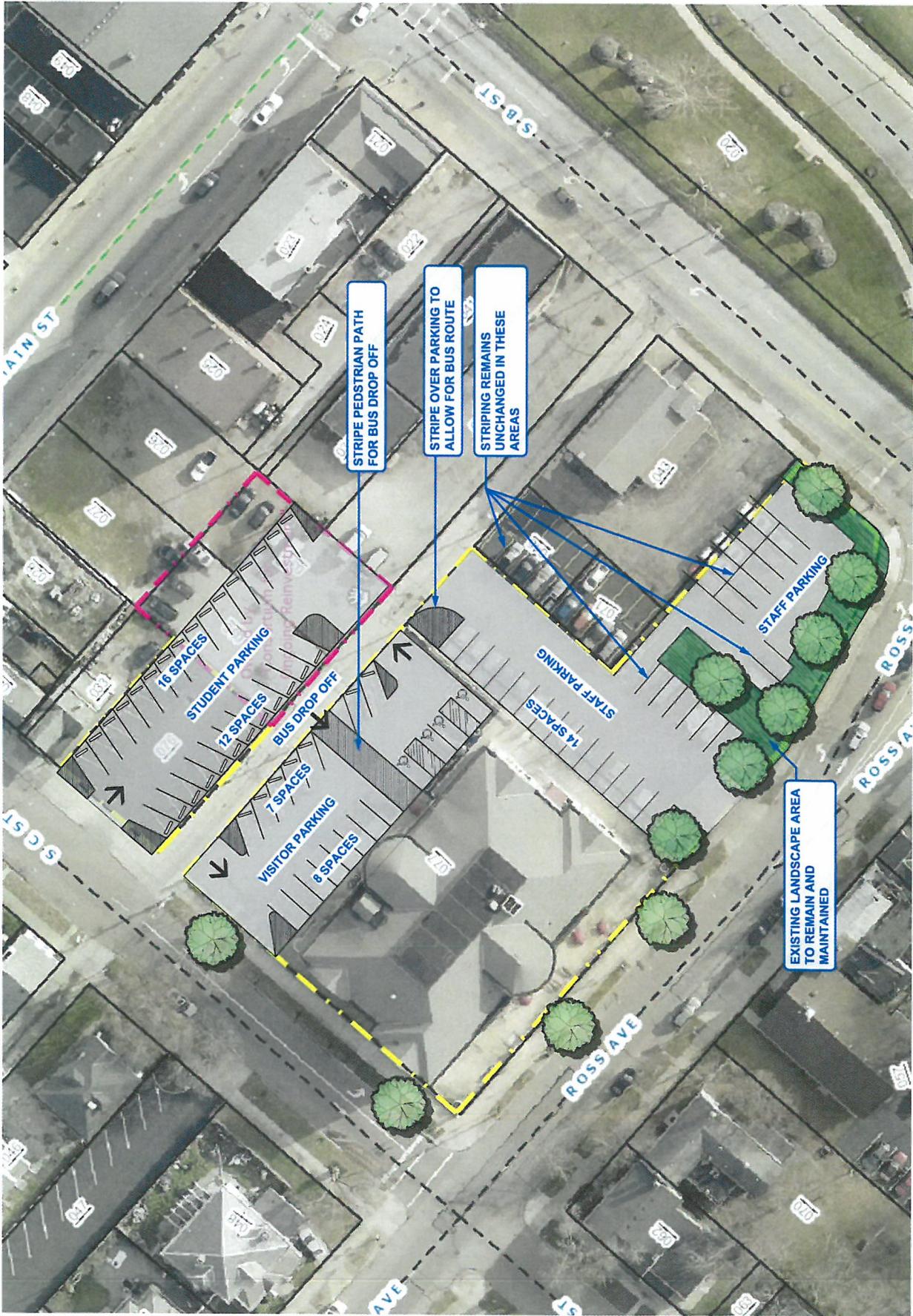
140 ROSS AVE, HAMILTON, OH



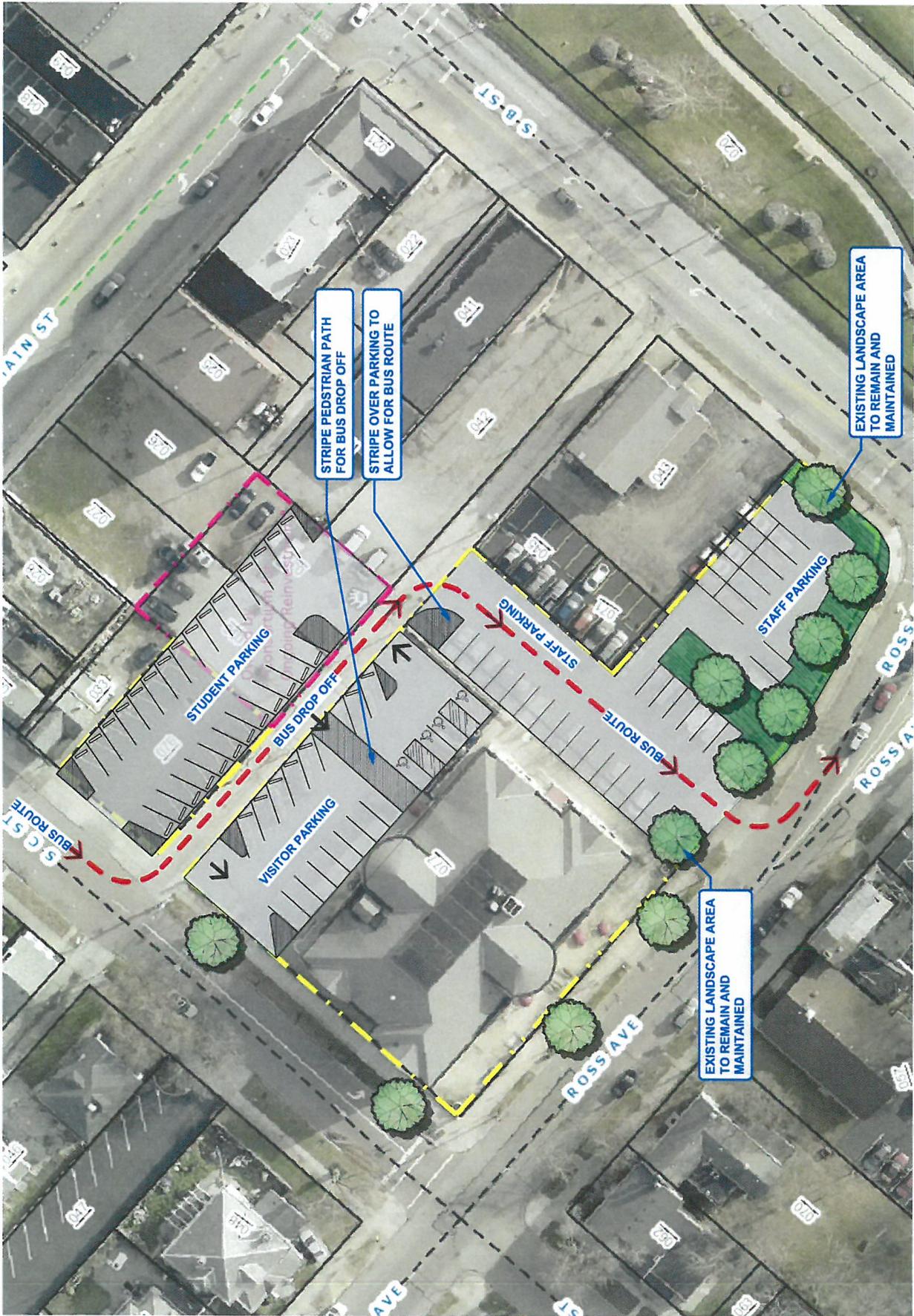


UPPER LEVEL
FLOOR PLAN
140 ROSS AVE, HAMILTON, OH





1 Miami School Parking Plan
 Scale: 1" = 40 ft



2 Miami School Bus Route Plan
Scale: 1" = 40 ft

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REQUEST FOR A CONDITIONAL USE TO ALLOW THE ESTABLISHMENT OF AN INSTITUTIONAL USE (I.E. PUBLIC EDUCATION FACILITY) TO OPERATE ON PROPERTY, ZONED R-4 MULTI-FAMILY RESIDENCE DISTRICT, LOCATED AT 140 ROSS AVENUE (HAMILTON CITY SCHOOL DISTRICT/APPLICANT).

WHEREAS, an application has been submitted for a Conditional Use by the Hamilton City School District to establish an Institutional Use (i.e. Public Education Facility) on property zoned R-4 Multi-Family Residence District, located at 140 Ross Avenue; and

WHEREAS, Section 1108.00 of the Hamilton Zoning Ordinance classifies and defines Public Education Facilities as Institutional Uses for zoning purposes; and

WHEREAS, Section 1118.32 of the Hamilton Zoning Ordinance classifies Institutional Uses (i.e. Public Education Facilities) as Conditional Uses in the R-4 Multi-Family Residence District; and

WHEREAS, Section 1155.00 of the Hamilton Zoning Ordinance requires that Conditional Uses be reviewed by the Planning Commission and a recommendation be forward to City Council; and

WHEREAS, The Planning Commission held a public hearing regarding the request for a Conditional Use on property zoned R-4 Multi-Family Residence District, located at 140 Ross Avenue on August 1, 2016; and

WHEREAS, after reviewing the Conditional Use application and holding a public hearing, the Planning Commission made a recommendation to be forwarded to City Council for the approval of the request to establish a Conditional Use on property zoned R-4 Multi-Family Residence District, located at 140 Ross Avenue on August 1, 2016 subject to twelve (12) conditions of approval as outlined below.

The conditions are as follows:

1. Bus route with discharge of students on school property.
2. School Resource Officer to be on-site during school hours (minimum hours 7:30 am-2:30 pm).
3. Changes in signage or building exterior (design, color, etc.) to be reviewed by Architectural Design Review Board (ADRB).
4. Landscaping Plan to be submitted for site (identify existing, and any new plantings proposed (Note added that landscaping to be maintained in good condition and replaced as necessary). Landscaping Plan to be reviewed by Municipal Arborist.
5. Any dumpster(s) to be enclosed in structure to match principal building.
6. 30 on-site parking spaces are required per zoning (1 space for every 5 classroom seats–150/5=30). Site plan to indicate staff, student, and visitor parking.
7. All student parking to be provided on-site.
8. On-site parking will be available for public parking after 5:00 pm for the days of Monday through Friday and on weekends, unless needed for school function.
9. All improvements and work indicated on construction drawings/documents approved as part of the Conditional Use be installed and maintained in good repair and replaced as necessary to remain in compliance with the approved Conditional Use - (includes building and exterior finishes, canopies, dumpster enclosure, landscaping, signage, pavement surfaces, and parking lot striping, etc.)

Ordinance No. _____ (Cont'd)

10. City will be notified if any new activities are proposed, not originally stated in the application, will be conducted in the facility.
11. The HCSD agrees to not object to the issuance of a State of Ohio liquor permit associated with a City of Hamilton supported development or redevelopment project within a 500 foot vicinity of 140 Ross Avenue.
12. The construction drawings for the proposed work to be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.

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

SECTION I: That this Council accepts the recommendation of the Planning Commission and approves the request to establish a Conditional Use on property zoned R-4 Multi-Family Residence District, located at 140 Ross Avenue subject to the following conditions:

1. Bus route with discharge of students on school property.
2. School Resource Officer to be on-site during school hours (minimum hours 7:30 am-2:30 pm).
3. Changes in signage or building exterior (design, color, etc.) to be reviewed by Architectural Design Review Board (ADRB).
4. Landscaping Plan to be submitted for site (identify existing, and any new plantings proposed (Note added that landscaping to be maintained in good condition and replaced as necessary). Landscaping Plan to be reviewed by Municipal Arborist.
5. Any dumpster(s) to be enclosed in structure to match principal building.
6. 30 on-site parking spaces are required per zoning (1 space for every 5 classroom seats— $150/5=30$). Site plan to indicate staff, student, and visitor parking.
7. All student parking to be provided on-site.
8. On-site parking will be available for public parking after 5:00 pm for the days of Monday through Friday and on weekends, unless needed for school function.
9. All improvements and work indicated on construction drawings/documents approved as part of the Conditional Use be installed and maintained in good repair and replaced as necessary to remain in compliance with the approved Conditional Use - (includes building and exterior finishes, canopies, dumpster enclosure, landscaping, signage, pavement surfaces, and parking lot striping, etc.)
10. City will be notified if any new activities are proposed, not originally stated in the application, will be conducted in the facility.
11. The HCSD agrees to not object to the issuance of a State of Ohio liquor permit associated with a City of Hamilton supported development or redevelopment project within a 500 foot vicinity of 140 Ross Avenue.
12. The construction drawings for the proposed work to be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.

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

Ordinance No. _____ (Cont'd)

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

I, Nicholas 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: _____.

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: John Creech, Senior Planner

Agenda Item: Request by Allen Loudiy, for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 South Erie Boulevard. (Allen Loudiy, Owner/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 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 <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 8/24/2016 <input checked="" type="checkbox"/> 2 nd Reading Date: 9/14/2016 <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): City Council Caucus: 8/10/2016 Planning Commission: 8/1/2016</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	Budgeted: No General Fund: \$200.00 Other Funds: \$ 0.00	<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 deny the request for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 South Erie Boulevard?

Policy Alternative(s)

Council may choose not to deny the request for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 South Erie Boulevard.

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 deny the request for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 South Erie Boulevard.



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 staff time allotted to preparation of the request for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 South Erie Boulevard which is estimated at approximately \$200.

Background Information

This is a request submitted by Allen Loudiy, for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 S. Erie Boulevard as shown on the attached Exhibit A map. The property is zoned B-2 Community Business zoning district (Exhibit B) and measures approximately 10,877 square foot property and is comprised of a single parcel (City Lot Nos. 27073). Automobile Service and Minor Repair facility uses are Conditional Uses in the B-2 Community Business Zoning District and require review by the Planning Commission (Section 1121.39.26) and approval by City Council. While the minimum lot area for an Automobile Service and Minor Repair facility is 20,000 square feet, a zoning variance was approved by the Board of Zoning Appeals on May 5, 2016 to reduce the minimum lot size requirement from 20,000 square feet to 10,877 square feet.

Proposed Project:

The proposed project is the establishment of an automobile repair garage on the subject property located at 735 S. Erie Boulevard (City Lot No. 27073). There is an existing 4,800 square foot building on the north side of the property that covers approximately 44 percent of the lot. The building setback varies between 5 to 10 feet from the front property line. According to the applicant, the building will be used for repair services to automobiles.

The site plan indicates that a ten (10') foot wide portion of the existing parking lot along the south property line will be removed and landscaping will be installed and seven (7) vehicular parking spaces will be created along the south wall of the existing building. There is an existing fence that runs along the south and west property line of the existing parking lot on the south side of the building that is proposed to remain. No additional exterior changes are proposed to the existing building or the site.

The site plan indicates that an existing driveway will be utilized for vehicular access to the property from South Erie Boulevard. The property does not have vehicular access to the alley that runs along the rear (west) property line. Vehicular access to the existing building is proposed through two overhead garage doors that face South Erie Boulevard. There is no clearly defined curb, curb lawn or sidewalk along the frontage of the property similar to the automobile sales use across the street.

Surrounding Zoning:

The properties to the north and south are zoned B-2 Community Business District. Immediately to the east is South Erie Boulevard and further east is property zoned I-1 Light Industrial. To the west, across the public alley is property zoned R-3 One to Four Family Residential District.

Notification:

Public Hearing Notices were mailed to the owners of 88 properties within 500 feet of the property in question. At the time this report was written, two (2) phone calls were received with questions about the proposed conditional use. There were two objections expressed to the proposed conditional use for 735 S. Erie Boulevard as of the date of the report, one over the phone and one through email (attached as Exhibit E – Email Objection).



CONDITIONAL USE REVIEW

1155.10 – Conditional Uses:

1. The Planning Commission (PC) shall review and make a recommendation to City Council, in accordance with the provisions of this Ordinance for applications for Conditional Uses. The PC shall review the particular facts and circumstances of each proposed Conditional Use, and if recommending approval shall find adequate evidence that the proposed conditional use complies with the General Standards applicable to all Conditional Uses found in 1155.30. (REVISED OR2015-9-80)
2. The PC has no obligation to recommend approval of a Conditional Use, and City Council has no obligation to approve a Conditional Use. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the PC that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. (REVISED OR2015-9-80)
3. In considering an application for a Conditional Use, the PC and City Council shall give due regard to the nature and condition of all adjacent uses and structures and in recommending approval of a conditional use may impose such requirements and conditions, in addition to any expressly stipulated in this Ordinance, as the PC may deem necessary for the protection of adjacent properties and the public interest. (REVISED OR2015-9-80)

Section 1155.00 which regulates Conditional Uses states the following:

1155.30 – Application and Review

The applicant shall submit an application to the Department of Community Development for a Conditional Use along with applicable fee. The applicant shall submit at least the following supporting information to be considered for a Conditional Use.

- A. A written description of the proposed Conditional Use including nature of the business and hours of operation. The written description of the proposed Conditional Use should further address the nine (9) Conditional Use Review Criteria below in Section 1155.30.C. The written description of the proposed Conditional Use is attached to this report (attached as Exhibit C).
- B. Plans of the proposed site for the Conditional Use indicating the location of all existing and proposed buildings, parking, loading, and driveway areas, traffic access and circulation, open spaces, landscaping, refuse and service areas, utilities, signage, yards and setbacks, and such other information as the PC may require to determine of the effect of the proposed Conditional Use on the surrounding neighborhood. (REVISED OR2015-9-80). The plans of the proposed Conditional Use are attached to this report (attached as Exhibit C).

C. Conditional Use Review Criteria – General Standards

In reviewing an application for a Conditional Use, the PC shall consider whether there is adequate evidence that the proposed Conditional Use is consistent with the nine (9) review criteria. Information provided by the applicant in response to the nine criteria below is *“Italicized”*.

- (1) The proposed Conditional Use is to be located in a district wherein such use may be permitted, subject to the requirements of this Section and the Zoning Ordinance.** An Automobile Sales facility is a Conditional Use in the I-2 Industrial Zoning District. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the Planning Commission that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. The applicant stated that *“The proposed Conditional Use is located in the B-2 Community Business District where such use is permitted. (See Hamilton Zoning Ordinance Section 1121).”* This information is attached to this report (attached as Exhibit C).



- (2) **The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.** The applicant stated that *“There are no land use impacts emanating from the Applicant’s property. The proposed Conditional Use itself is completely screened from all adjacent properties by virtue of the fact that all aspects of said use (service and parking) will take place inside the building. Any outside customer delivery and employee parking will be completely screened by the opaque board fence and planned vegetative buffer. Public convenience and welfare will be serviced by the productive use of the property that is suited for the immediate area without producing negative land use impacts.”* This information is attached to this report (attached as Exhibit C).
- (3) **The proposed Conditional Use will be harmonious with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.** The applicant stated that *“The proposed Conditional Use will be harmonious with the existing longstanding character of the site and the existing character of Erie Boulevard and will not change the character of the area.”* This information is attached to this report (attached as Exhibit C).
- (4) **The proposed Conditional Use shall be adequately served by essential public facilities and services such as, but not limited to, roads, public safety forces, storm water facilities, water, sanitary sewer, refuse, and schools. If not, the applicant shall be responsible for the extension or establishment of any public facilities and services to effectively service the proposed Conditional Use.** The applicant stated that *“Applicant will use the same essential public facilities and services that have served the property since 1948.”* This information is attached to this report (attached as Exhibit C).
- (5) **The proposed Conditional Use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets.** The applicant stated that *“The existing vehicular approaches to the property have existing since 1948. The right-of-way abutting the subject property is large enough (28’ 10”) so as to remove all aspects of potential interference with traffic by ingress and egress to and from the property.”* This information is attached to this report (attached as Exhibit C).
- (6) **The proposed Conditional Use will comply with all applicable development standards, except as specifically altered in the approved Conditional Use.** The applicant stated that *“There are 18 use standards for Automobile Service and Minor Repair. The proposed change in use complies with all such standards including the 20,000 square foot minimum lot requirement that was modified/waived by the granting of a variance by unanimous vote of the Hamilton Board of Zoning Appeals on May 5, 2016 in Hamilton Zoning Case #2016-4.”* This information is attached to this report (attached as Exhibit C).
- (7) **The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses.** The applicant stated that *“The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses given the screened, buffered, self-enclosed nature of the proposed use.”* This information is attached to this report (attached as Exhibit C).
- (8) **The proposed Conditional Use will not involve uses, activities, processes, materials, equipment and conditions of operations, including, but not limited to, hours of operation, that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to the uses permitted in the base zoning district.** The applicant stated that *“The conduct of the self-enclosed nature of the proposed use during normal business hours will be virtually unintelligible to persons owning adjacent property with no effect upon the general welfare of the vicinity.”* This information is attached to this report (attached as Exhibit C).
- (9) **The proposed Conditional Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.** The applicant stated that *“The proposed use will not impede the normal and orderly development and improvement of surrounding property.”* This information is attached to this report (attached as Exhibit C).



Summary Review of Conditional Use Standards:

Section 1155.10.2 confirms that the Planning Commission has no obligation to approve a Conditional Use. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the Planning Commission that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed.

Review and Findings:

A review of the nine Conditional Use Review Criteria found in Section 1155.30 provided the Planning Commission with the basic facts and circumstances of the proposed Conditional Use. After consideration of the Conditional Use Review Criteria and the information provided by the applicant on the site plan and supporting material, the Planning Commission determined that there was sufficient reason in the findings below to **deny** the Conditional Use.

The “situation and conditions of the parcel” identified by the applicant in Parts A and B of attached Exhibit C (lot configuration i.e. shape, existing building) are an issue because of the proposed Conditional Use. The property is zoned B-2 and there are many other permitted commercial land uses in that zoning district that could be pursued by the applicant that are not “conditional uses”.

The BZA granted a zoning variance to reduce the minimum lot size from 20,000 square feet (Exhibit F). The property is 10,877 square feet for a use that the zoning ordinance requires to be a minimum of 20,000 square feet. The lot is 54 percent of the required lot size for the proposed Automobile Service and Repair facility. In addition, the existing building measures approximately 4,800 square feet which leaves approximately 6,060 square feet for vehicle parking. The existing building and the vehicular access to the building (garage doors) directly abut the public right-of-way. There is no clear demarcation between vehicular or pedestrian traffic in this public right-of-way area (which is approximately 28’ 10” in width). The existing layout of the site, building configuration, limited on-site parking, and lack of defined curb, sidewalk, and curb lawn may encourage vehicles to pull directly from South Erie Boulevard into the front of the building and garage doors – creating a hazard to vehicular and pedestrian traffic in the 28’ 10” wide public right-of-way area (see Exhibit D).

The site plan indicates seven (7) spaces for vehicle parking for customers, employees, and parking for vehicles awaiting repair and/or pick-up after repair. The zoning code requires one (1) space for every 1,000 square feet of building area i.e. 5 spaces are required. This parking space calculation is based upon a generic commercial standard, and does not include a separate parking space calculation for an automobile repair use.

There is concern that given the size and placement of the existing building, vehicular access to the building directly from the public right-of-way and the few parking spaces provided, that the proposed Automobile Service and Minor Repair facility could be detrimental to the adjacent properties and impair the purposes of the zoning ordinance to project the public interest. If the seven (7) parking spaces are being utilized, vehicles accessing the property could be inclined turn directly from South Erie Boulevard to park in front of the building and garage doors because of the lack of defined curb and curb lawn which could create a hazard to vehicular and pedestrian traffic that traverse the right-of-way in front of the building (see Exhibit D).

Denial of the proposed Conditional Use to establish an Automobile Service and Minor Repair facility does not deprive the owner of a reasonable economic use of the property given that there are other permitted land uses in the B-2 zoning district.

RECOMMENDATION:

The Planning Commission held a public hearing on August 1, 2016 and recommends that City Council **deny** the proposed conditional use after consideration of the site plan, written description provided by the applicant, findings, and review of the Section 1155.30 Conditional Use Review Criteria – General Standards #2, #3, #5, #7, and #9 for the following reasons below:



- 1) The proposed use will substantially or permanently injure the appropriate use of neighboring property and will not serve the public convenience and welfare, and
- 2) The proposed use will not be harmonious with the existing or intended character of the general vicinity, and that such use will change the essential character of the same area, and
- 3) The proposed use will not have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets, and
- 4) The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses, and
- 5) The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Recommendation

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 **deny** the Conditional Use application for 735 S. Erie Boulevard.

Attached Information

- Exhibit A - Public Hearing Location Map
- Exhibit B - Zoning Map
- Exhibit C - Conditional Use Application & Supporting Material
- Exhibit D - Site Photographs - July 11, 2016
- Exhibit E - Email Objection
- Exhibit F - BZA Variance Approval Letter

Copies Provided to:

Jay Bennett



PUBLIC HEARING NOTIFICATION MAP
735 S. ERIE BLVD



 735 S. Erie Blvd.

0 37.5 75 150 Feet



PUBLIC HEARING NOTIFICATION MAP
735 S. ERIE BLVD



735 S. Erie Blvd.

0 37.5 75 150 Feet



A162114



APPLICATION FOR CONDITIONAL USE

Please Note: The Planning Commission has no obligation to approve a Conditional Use.

The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the Planning Commission that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. (HZO Section 1155.10)

Property Address: 735 S. Erie Boulevard

Lot No(s): 27073

Property Owner: Allen Loudiy

Owner's Mailing Address: 5888 Beacham Drive, Huber Heights, OH 45424

Applicant's Name (If different than owner): _____

Applicant's Mailing Address: _____

Applicant's Email Address: _____

Applicant's Phone Number: _____

Previous Legal Use of Property: Auto Detailing business

Date Previous Use Discontinued: N/A

Proposed New Use of Property: Automotive Service and Minor Repair

Requesting a Conditional Use Approval from the following Sections of the Hamilton

Zoning Code:
1121.39.26

City of Hamilton
 Date: 6/28/2016
 Office: CNST
 Acct: 226680
 Cashier: Consvs
 Name: _____
 Receipt # 00936184
 6/28/2016 9:46 AM
 Payment Total \$200.00
 Check (entered) : \$200.00

Description of the proposed Conditional Use including nature of the business, hours of operation:

Applicants must include adequate information to satisfy 1155.30 – Application and Review C. Conditional Use Review Criteria – General Standards (attached to application). Please add additional sheets if more space is needed. This will assist the Planning Commission in making an informed decision on the requested Conditional Use

Please see attached

Applicants must also submit all pertinent plans of the proposed site for the Conditional Use indicating the location of all existing and proposed buildings, parking, loading, and driveway areas, traffic access and circulation, open spaces, landscaping, refuse and service areas, utilities, signage, yards and setbacks, and such other information as the Planning Commission may require to determine of the effect of the proposed Conditional Use on the surrounding neighborhood.

CERTIFICATION:

I certify that all of the information contained in this Application is complete, true and accurate.

Allen Loudiy 6-27-16
Applicant's Signature Date

Allen Loudiy
Applicant's Printed Name

Allen Loudiy 6-27-16
Property Owner's Signature Date

Allen Loudiy
Property Owner's Printed Name

Office Use Only

CU Application Number: _____ Zoning District: _____
Fee Paid: _____
Meeting Date: _____ APPROVED DISAPPROVED

[2]
 P6451004000087
 743 S ERIE BLVD
 COMMERCIAL
 454; C-Car Sale/service
 6678 ENT
 JOHN EARL WYRICK III

[3]
 P6451004000086
 795 S ERIE BLVD
 COMMERCIAL
 456; C-ParkGarStruct
 6729 ENT
 E F SMITH HOLDINGS INC

[4]
 P6451004000085
 LONG ST
 COMMERCIAL
 400; C-Commercial Vacant
 27406 ENT
 E F SMITH HOLDINGS INC

[5]
 P6451004000082
 754 S THIRTEENTH ST
 RESIDENTIAL
 510; R-SingleFamily
 6723 ENT
 CECIL & ELIZABETH F OSBORNE

[6]
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 S THIRTEENTH ST
 RESIDENTIAL
 500; R-Residential Vacant
 6722 ENT
 CECIL & ELIZABETH F OSBORNE

[7]
 P6451004000080
 748 S THIRTEENTH ST
 RESIDENTIAL
 510; R-SingleFamily
 6721 ENT
 CECIL OSBORNE

[8]
 P6451004000079
 S THIRTEENTH ST
 RESIDENTIAL
 500; R-Residential Vacant
 5716 ENT
 CECIL OSBORNE

[9]
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 RESIDENTIAL
 500; R-Residential Vacant
 5715 ENT
 CECIL OSBORNE

[10]
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 RESIDENTIAL
 500; R-Residential Vacant
 5714 ENT
 BETTY J SMITH

[11]
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 RESIDENTIAL
 510; R-SingleFamily
 5713 ENT
 BETTY J SMITH

[12]
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 RESIDENTIAL
 510; R-SingleFamily
 5712 ENT
 CONSTANCE SPICER HANEY

[13]
 P6451004000074
 734 S THIRTEENTH ST
 RESIDENTIAL
 510; R-SingleFamily
 4942 ENT
 LINDA SHEEHAN

[14]
 P6451004000073
 732 S THIRTEENTH ST
 RESIDENTIAL
 510; R-SingleFamily
 4941 ENT
 DANNY R & JANET E GARRETT

[15]
 P6451004000093
 725 S FOURTEENTH ST
 COMMERCIAL
 454; C-Car Sale/service
 4959 ENT
 MICHAEL G VERDIN TR

[16]
 P6451004000092
 S FOURTEENTH ST
 COMMERCIAL
 400; C-Commercial Vacant
 4960 N 1.5
 MICHAEL G VERDIN TR

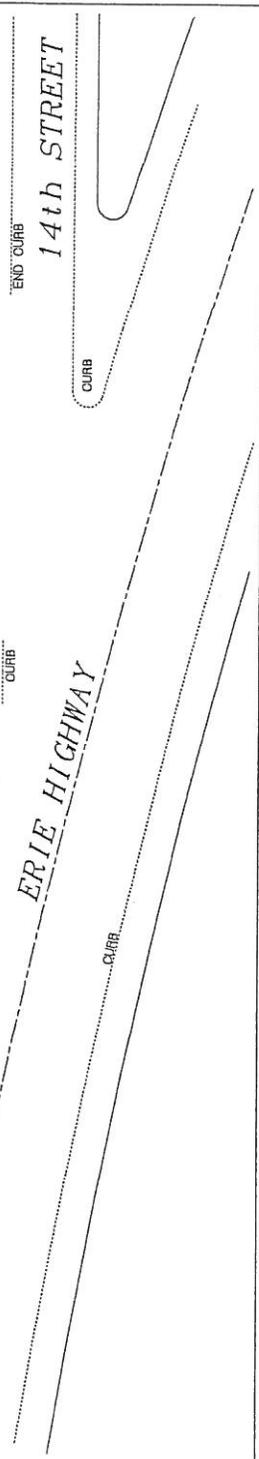
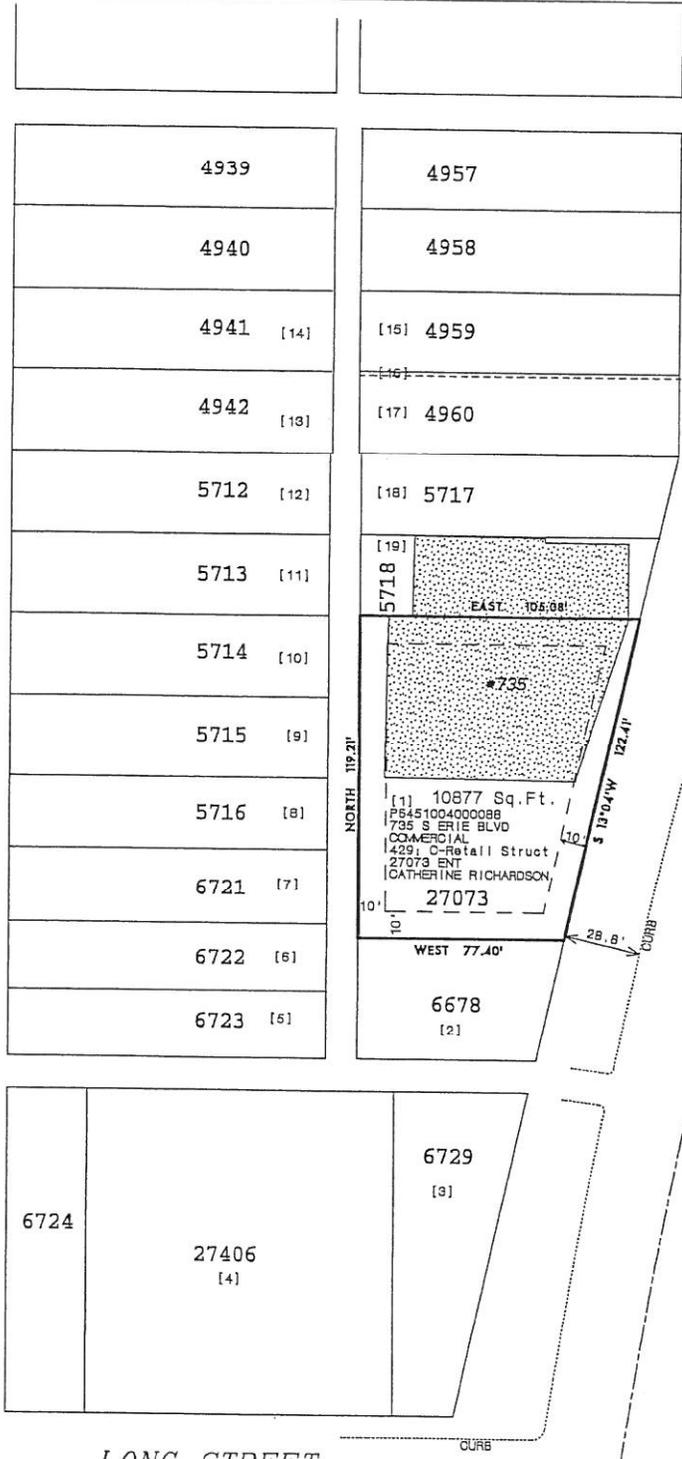
[17]
 P6451004000091
 727 S FOURTEENTH ST
 COMMERCIAL
 429; C-Retail Struct
 4960 S 28.5
 CLIFFORD KERR

[18]
 P6451004000090
 S FOURTEENTH ST
 COMMERCIAL
 429; C-Retail Struct
 5717 ENT
 CLIFFORD KERR

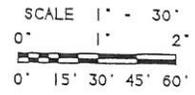
[19]
 P6451004000089
 731 S FOURTEENTH ST
 COMMERCIAL
 447; C-Office Bldg 1-2 Sty
 5718 ENT
 TAMELA M PATRICK

N
 NORTH DIRECTION
 ASSUMED FOR EAST
 LINE OF 13TH ST.

13th STREET



LONG STREET



2015 APRIL 30
AMOS GREENE
 LAND SURVEYOR
 6018 BARRETT ROAD
 WEST CHESTER, OH 43080-3146
 Phone 513-753-2657



EXISTING FENCE

ALLEY

NORTH 119.28'

27'-0" SETBACK

(1) 9'X18' PARKING SPACES

10'-0" SETBACK

S 13° 04' W 122.4'

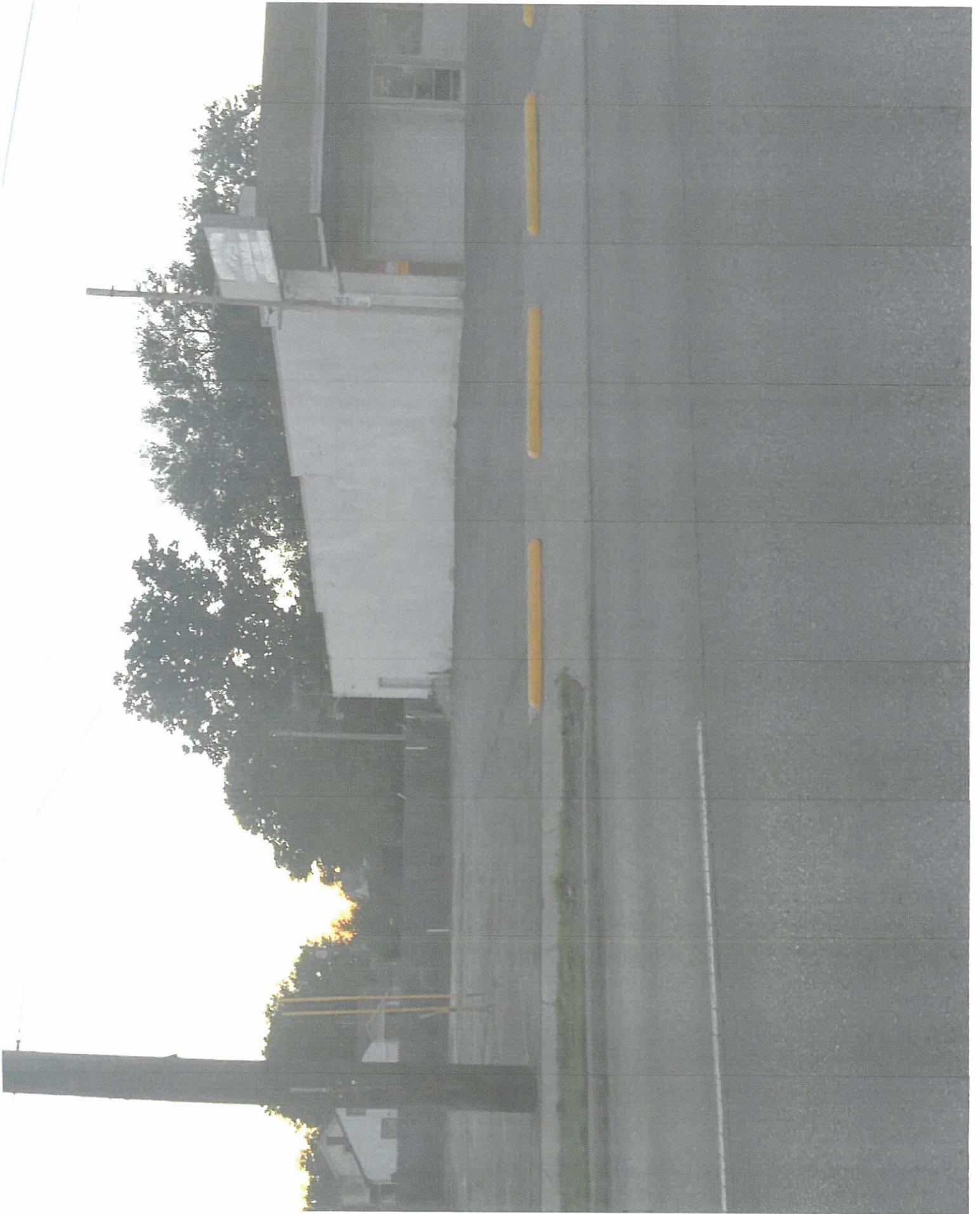
28'-10"

EXISTING CURB CUT

EXISTING CURB LINE

SOUTH ERIE BOULEVARD





A. The proposed Conditional Use is identified as Automotive Service and Minor Repair as set forth in Section 1121.39.26 of the Hamilton Zoning Ordinance. The nature of the proposed business is Automotive Servicing that would include change and replacement of fluids such as oil, transmission fluid, brake fluid, windshield wiper fluid and minor repair such as replacement of windshield wiper refills, headlights, tail lights and all other parts that are not considered auto body work or repair. Business hours would be 8:00 a.m. – 5:00 p.m. Monday through Saturday.

The situation and conditions of the parcel are unique among similarly used lots in the area given the trapezoidal shape of the lot as well as the six foot opaque board fencing constructed in 2004 that spans part of the south and all of the west boundaries, the existence of which was mandated by the City as a condition of the granting of the conditional use of auto detailing that took place on August 6, 2004.

B. The site of the proposed conditional use is 735 S. Erie Blvd. and consists of a lot that is 10,860 square feet. In 1948 there was constructed a one story concrete block building with a concrete floor having two double garage doors facing Erie Blvd. and no windows other than one that is part of a small office that is less than 100 square feet. Said building is the most unique aspect of the property. The total square footage of the building is 4,890 square feet occupying 44% of the lot and will accommodate 12-15 vehicles inside the building while having an adjacent parking area that will accommodate 7 vehicles after the installation of a 2,000 square foot vegetative buffer to be installed along the south boundary and a portion of the west boundary of the property. Though not required by code, said vegetative buffer is preferred by the Applicant in order to “break up” the concrete and asphalt that aesthetically dominates the site.

The highway access to the property is located at the midpoint of the east boundary of the parking lot portion of the property which will allow ingress and egress to the property from the street. The right-of-way across which ingress and egress is maintained is quite deep at 28 feet 10 inches. This configuration allows ample room for the indoor parking and movement of all vehicles upon the premises. The space inside the building to be utilized for the requested use has been doubled by virtue of the owner’s removal of the tire shop which formerly inhabited the northern portion of the building thereby allowing a substantially greater work space as well as inside parking space.

The adjacent properties consist of the following: there is an alley to the west that separates the site from residential zoning as well as from the 6 foot opaque board fence. The properties to the east are across Erie Boulevard and are zoned industrial and are auto oriented uses. The property to the south is an auto oriented use. The properties to the north are a barbershop and what appears to be a vacant auto service use.

The effect of the proposed conditional use upon the surrounding neighborhood is virtually nonexistent given the board fence screening, the planned vegetative buffer, and the unusually large interior space provided by the existing building. The services to be provided as well as parking of customers' vehicles will be provided inside the building. The outside lot will provide 7 parking spaces that will accommodate employee parking as well as temporary customer pick up and drop off. The building is unusually large and yet is substantially limited by its unique size and design as an automotive garage. The current permitted use is Auto Detailing, a conditional use granted by the City in 2004. Said use has been rendered obsolete with the advent of automated mechanized car washes.

C. Conditional Use Review Criteria – General Standards

- (1) The proposed Conditional Use is to be located in a district wherein such use may be permitted, subject to the requirements of this Section and the Zoning Ordinance.

The proposed Conditional Use is located in the B-2 District where such use is permitted. (See Hamilton Zoning Ordinance Section 1121)

- (2) The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.

There are no land use impacts emanating from the Applicant's property. The proposed Conditional Use itself is completely screened from all adjacent properties by virtue of the fact that all aspects of said use (service and parking) will take place inside the building. Any outside customer delivery and employee parking will be completely screened by the opaque board fence and planned vegetative buffer. Public convenience and welfare will be served by the productive use of the property that is suited for the immediate area without producing negative land use impacts.

- (3) The proposed Conditional Use will be harmonious with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.

The proposed Conditional Use will be harmonious with the existing longstanding character of the site and the existing character of Erie Blvd. and will not change the character of the area.

- (4) The proposed Conditional Use shall be adequately served by essential public facilities and services, such as, but not limited to, roads, public safety forces, storm water facilities, water, sanitary sewer, refuse, and schools.

Applicant will use the same essential public facilities and services that have served the property since 1948.

- (5) The proposed Conditional Use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets.

The existing vehicular approaches to the property have existed since 1948. The right-of-way abutting the subject property is large enough (28' 10") so as to remove all aspects of potential interference with traffic by ingress and egress to and from the property

- (6) The proposed Conditional Use will comply with all applicable development standards, except as specifically altered in the approved Conditional Use.

There are 18 use standards for Automotive Service and Minor Repair. The proposed change in use complies with all such standards including the 20,000 square foot minimum lot requirement that was modified/waived by the granting of a variance by unanimous vote of the Hamilton Board of Zoning Appeals on May 5, 2016 in Hamilton Zoning Case #2016-4.

- (7) The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses.

The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses given the screened, buffered, self-enclosed nature of the proposed use.

- (8) The proposed Conditional Use will not involve uses, activities, processes, materials, equipment and conditions of operations, including, but not limited to, hours of operation, that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to the uses permitted in the base zoning district.

The conduct of the self-enclosed nature of the proposed use during normal business hours will be virtually unintelligible to persons owning adjacent property with no effect upon the general welfare of the vicinity

- (9) The proposed Conditional Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The proposed use will not impede the normal and orderly development and improvement of surrounding property.

Applicant is attempting to make the subject property productive again by providing a property use that will produce a profit, jobs, tax revenue, aesthetic improvement, thereby adding to the current ongoing substantial improvement of the urban core of the City of Hamilton without creating any deleterious land use impacts for the neighboring properties and the City at large.

EXHIBIT D



735 South Erie Blvd

3 messages

John Creech <john.creech@hamilton-oh.gov>
To: freebirdwin@gmail.com
Cc: Meredith Murphy <meredith.murphy@hamilton-oh.gov>

Thu, Jul 7, 2016 at 4:27 PM

Tammy-

The meeting is scheduled for July 18, 2016 at 1:30pm - if you are unable to attend you can replay to this email with any comments and I will forward to the Planning Commission for consideration.

John Creech, AICP
City of Hamilton
Department of Community Development
345 High Street, 3rd Floor
Hamilton, OH 45011

(513) 785-7355

[Website](#) | [Facebook](#) | [Twitter](#)



John Creech <john.creech@hamilton-oh.gov>
To: Meredith Murphy <meredith.murphy@hamilton-oh.gov>

Mon, Jul 11, 2016 at 4:34 PM

John Creech, AICP
City of Hamilton
Department of Community Development
345 High Street, 3rd Floor
Hamilton, OH 45011

(513) 785-7355

[Website](#) | [Facebook](#) | [Twitter](#)



----- Forwarded message -----
From: Tammy <freebirdwin@gmail.com>
Date: Mon, Jul 11, 2016 at 4:23 PM
Subject: Re: 735 South Erie Blvd
To: John Creech <john.creech@hamilton-oh.gov>

I just want everyone to know they did have the same business there before, and I am a neighbor, I had so much trouble from them, there is not enough parking for them so they all took a lot of our parking, I would go talk to them , they were so rude, they have no respect for others. I just hope we don't have them there again , it made trouble for us . Thank you

Sent from my iPad

[Quoted text hidden]

[Quoted text hidden]

Please note that my email address has changed.

John Creech <john.creech@hamilton-oh.gov>
To: Meredith Murphy <meredith.murphy@hamilton-oh.gov>

Mon, Jul 11, 2016 at 4:35 PM

John Creech, AICP
City of Hamilton
Department of Community Development
345 High Street, 3rd Floor
Hamilton, OH 45011

(513) 785-7355

Website | Facebook | Twitter



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

From: Tammy <freebirdwin@gmail.com>
Date: Mon, Jul 11, 2016 at 4:28 PM
Subject: Re: 735 South Erie Blvd
To: John Creech <john.creech@hamilton-oh.gov>

They also would park and block my customers to keep them from leaving , it was a nightmare, hope this never opens again.

Sent from my iPad

On Jul 7, 2016, at 4:27 PM, John Creech <john.creech@hamilton-oh.gov> wrote:

[Quoted text hidden]

Please note that my email address has changed.



Mr. Allen Loudiy
5888 Beacham Dr.
Huber Heights, OH 45424

May 6, 2016
RE: Case No. 2016-4
ADDRESS: 735 South Erie
MTG. DATE: May 5, 2016

Dear Mr. Loudiy:

This letter is to advise you that your request before the Board of Zoning Appeals (BZA) for one (1) zoning variance in order to apply for Conditional Use approval of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business located at 735 South Erie Boulevard, was heard by the Board at the May 5, 2016 meeting.

The BZA approved the variance request to Section 1121.39.26 to reduce the minimum lot area required for an Automobile Service and Minor Repair facility– the minimum lot area required is 20,000 square feet and attached the following conditions to the variance:

- 1) Proposed landscaping to be maintained.
- 2) No automobile parking in the public ROW.
- 3) All automobile repairs to be done within the building.
- 4) No automobiles to be sold from the property.
- 5) All automobiles outside the building to be parking in defined/striped spaces.

Decisions of the Board do not become final until the expiration of five (5) days from the date such decision is made.

Pursuant to Section 1170.80 of the Hamilton Zoning Ordinance

“No order of the Board permitting the erection or alteration of a building or the use of a building or premises shall be valid for a period longer than six (6) months unless a building permit for such erection or alteration is obtained and the work is started within such period or, where no erection or alteration is necessary, the permitted use is established within such period.”

The next step in the approval process is to submit an application for Conditional Approval. That application is attached. If you have any questions, please contact me at 513-785-7355 or via email at creechj@ci.hamilton.oh.us.

Sincerely,

John Creech
Secretary

Board of Zoning Appeals
CC: Jay Bennett



ORDINANCE NO. _____

AN ORDINANCE DENYING A REQUEST FOR A CONDITIONAL USE TO ALLOW FOR THE ESTABLISHMENT OF AN AUTOMOBILE SERVICE AND MINOR REPAIR FACILITY TO OPERATE ON PROPERTY ZONED B-2 COMMUNITY BUSINESS DISTRICT LOCATED AT 735 SOUTH ERIE BOULEVARD (ALLEN LOUDIY, APPLICANT/OWNER).

WHEREAS, an application has been submitted by Allen Loudiy for a Conditional Use to allow for the establishment of an Automobile Service and Minor Repair Facility to operate on property zoned B-2 Community Business District, located at 735 South Erie Boulevard, and

WHEREAS, Section 1121.39.26 of the Hamilton Zoning Ordinance classifies an Automobile and Service and Minor Repair Facilities as a Conditional Use; and

WHEREAS, Section 1155.00 of the Hamilton Zoning Ordinance requires that Conditional Uses be reviewed by the Planning Commission and a recommendation be forwarded to City Council; and

WHEREAS, The Planning Commission held a public hearing regarding the request for a Conditional Use on property zoned B-2 Community Business District at 735 South Erie Boulevard on August 1, 2016; and

WHEREAS, after reviewing the Conditional Use application, site plan, written description of the project provided by the applicant and holding a public hearing, the Planning Commission made a recommendation to be forwarded to City Council to deny the request to establish a Conditional Use on property zoned B-2 Community Business District located at 735 South Erie Boulevard based upon a review and findings of Section 1155.30 C. - Conditional Use Review Criteria – General Standards #2, #3, #5, #7, and #9 for the following reasons listed below.

The findings are as follows:

- 1) The proposed use will substantially or permanently injure the appropriate use of neighboring property and will not serve the public convenience and welfare; and
- 2) The proposed use will not be harmonious with the existing or intended character of the general vicinity, and that such use will change the essential character of the same area; and
- 3) The proposed use will not have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets; and
- 4) The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses; and
- 5) The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

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

SECTION I: That this Council accepts the recommendation by The Planning Commission and hereby denies the request to establish a Conditional Use on property zoned B-2 Community Business District, located at 735 South Erie Boulevard for the following reasons:

- 1) The proposed use will substantially or permanently injure the appropriate use of neighboring property and will not serve the public convenience and welfare; and
- 2) The proposed use will not be harmonious with the existing or intended character of the general vicinity, and that such use will change the essential character of the same area; and

Ordinance No. _____ (Cont'd)

- 3) The proposed use will not have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets; and
- 4) The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses; and
- 5) The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

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, 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: _____.

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: Tom Vanderhorst, Finance Director

Agenda Item: \$15,000,000 Issuance of Bonds for Capital Projects

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"/> R Realize new investments <input checked="" type="checkbox"/> A Add new jobs <input checked="" type="checkbox"/> I Increase property values <input checked="" type="checkbox"/> D Decrease vacant structures <input checked="" type="checkbox"/> G Generate recreational investments <input checked="" type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
Ordinance or Resolution <i>Emergency Ordinance</i>	1 st Reading Date: 8/24/16 2 nd Reading Date: 8/24/16 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): 8/10/16 Caucus Report	
Contract	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: No Expenditure: See Below Source Funds: Electric System Reserve (527)	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation to authorize the sale of bonds not to exceed \$15,000,000 for the purpose of financing various capital projects including, but not limited to, the South Hamilton Crossing Project and the Main Street Project. This issuance would be an internal note from the Electric Fund to the General Fund and is in compliance with the City's Investment Policy and the Electric Fund Debt Indentures.

Policy Alternative(s)

Council may choose not to adopt such legislation to authorize the sale of bonds not to exceed \$15,000,000 for the purpose of financing various capital projects including, but not limited to, the South Hamilton Crossing Project and the Main Street Project.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to authorize the sale of bonds not to exceed \$15,000,000 for the purpose of financing various capital projects including, but not limited to, the South Hamilton Crossing Project and the Main Street Project.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton & Ohio Revised Code Section 133



Fiscal Impact Summary

The full faith, credit and revenue of the City are hereby pledged for the prompt payment of the debt service associated with the bonds to be held as an investment of the City's Electric Fund. The net position of the Electric System Reserve Fund (527) will not change, however, this note will be held as an investment of the Fund allowing it to enjoy higher returns while reducing issuance costs paid from the General Fund since the City will not go to the equity markets. Repayment of principal and interest earned will be made from the Hamilton Capital Improvement & Debt Service Fund (215) and is expected to be approximately \$225,000 for the one year internal note (up to 1.5%).

Background Information

City administration would like authorization for the issuance of not to exceed \$15,000,000 of bonds for the purpose of financing various capital projects including but not limited to the South Hamilton Crossing Project and the Main Street Project. This issuance would be an internal note from the Electric Fund to the General Fund. Listed below are some of the projects which would benefit from the issuance of the bonds.

- South Hamilton Crossing Project
- Mixed Use Development – South Dayton Street
- Property Acquisition
- Main Street Project

Bond counsel has prepared the authorization ordinance as emergency legislation. Notes will be sold internally as part of the Treasury Investment program and will bear an interest rate of not to exceed 1.5% per annum and will be issued in such numbers and denominations as may be determined by the Finance Director. The notes will be issued for a period of a maximum of twelve months and will mature on September 1, 2017.

Attached Information

N/A

Copies Provided to:

N/A



EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF TAXABLE NOTES OF THE CITY OF HAMILTON, OHIO, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF PERMANENT IMPROVEMENTS IN THE CITY DESCRIBED HEREIN, AND PAYING RELATED LAWFUL COSTS; AUTHORIZING A CERTIFICATE OF AWARD, AND OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES, AND DECLARING AN EMERGENCY.

WHEREAS, this Council finds and determines that it is in the best interest of the City to undertake the financing of a portion of the costs of certain public infrastructure improvements described in Section II hereof; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the Improvements described in Section II, calculated in accordance with Section 133.20 of the Ohio Revised Code, is at least five (5) years, and that the estimated maximum maturity of Bonds to be issued for the purpose described in said Section II is at least twenty (20) years and of notes issued in anticipation of those bonds as two hundred forty (240) months, less such number of months in which any prior bond anticipation notes for such purpose have been outstanding; and

WHEREAS, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the peace, property, health and safety of the City and for the further reason that this Ordinance is required to be immediately effective to permit the prompt issuance and sale of the Notes in order to enable the City to enter into contracts necessary to undertake the Improvements in a timely manner, thereby improving the health and safety of the residents of the City.

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

SECTION I: In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means the denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000.

"Certificate of Award" means the certificate authorized by Section II, to be executed by the City Manager and the Director of Finance, setting forth and determining those terms or other matters pertaining to the Notes and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"Charter" means The Charter of the City of Hamilton, Ohio.

"City" means the City of Hamilton, Ohio.

"City Manager" means the City Manager of the City.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Notes.

"Council" means the Council of the City.

"Director of Finance" means the Director of Finance of the City.

"Electric Fund" means the Electric System Revenue Fund, a special fund created pursuant to Section 3.03 of the Master Trust Agreement, which fund is held in the custody of the City.

"Master Trust Agreement" means the Master Trust Agreement dated as of November 1, 2002, by and between the City and the Trustee, securing Electric System Revenue Obligations.

"Note proceedings" means, collectively, this Ordinance, the Certificate of Award, and such other proceedings of the City, including the Notes, that provide collectively for, among other things, the rights of holders and beneficial owners of the Notes.

"Note Register" means all books and records necessary for the registration, exchange and transfer of Notes as provided in Section IV.

Emergency Ordinance No. _____ (Cont'd)

"*Note Registrar*" means the Director of Finance, as the initial authenticating agent, note registrar, transfer agent and paying agent for the Notes.

"*Original Purchaser*" means the Electric Fund.

"*Trust Agreement*" means the Master Trust Agreement as amended and supplemented.

"*Trustee*" means the U.S. Bank National Association, Cincinnati, Ohio, as successor Trustee.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated. Any reference herein to the City or this Council, or to any officers or members thereof, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof," "hereby," "hereto," "hereunder," and similar terms, mean this Ordinance.

SECTION II: It is necessary and in the best interest of the City to issue and this Council hereby determines that bonds of the City shall be issued in the maximum aggregate principal amount of \$15,000,000 (the "*Bonds*"), for the purpose of paying a portion of the costs of acquiring property and constructing permanent improvements in the City, to-wit, (a) the construction of a bridge over the CSX rail lines at Central Avenue, known as South Hamilton Crossing, (b) the relocation of utilities, (c) the construction, reconstruction, widening, improvement and installation of streets, sidewalks, curbs and gutters as part of municipal projects, including (without limitation) the Main Street Project and the South Dayton Street Project, and (d) the acquisition of interests in real property necessary therefor, in each case together with all necessary appurtenances thereto, and design, engineering and construction management costs related thereto, all of which constitute collectively the Improvements (the "*Improvements*"), together with permissible costs of issuance of the Bonds or notes issued in anticipation of the Bonds.

The Bonds shall be dated approximately September 1, 2017, shall bear interest at a now estimated rate of interest of five percent (5%) per annum, payable semiannually until the principal amount is paid, and are now estimated to mature in twenty (20) annual principal installments on September 1 of each year, and in such amounts that the total principal and interest payments on the Bonds issued for the purpose shall, in any fiscal year in which principal is payable, be substantially equal. The first principal payment of the Bonds is estimated to be made on September 1, 2018.

It is necessary to issue and this Council determines that notes in anticipation of the Bonds in the maximum aggregate principal amount of \$15,000,000 (the "*Notes*") shall be issued for the purpose described hereinbefore in this Section 2. The Notes shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter, this Ordinance and the Certificate of Award.

The aggregate principal amount of Notes to be issued *shall not exceed* the maximum aggregate principal amount specified in this Section 2 and shall be an amount determined by the City Manager and the Director of Finance in the Certificate of Award to be the aggregate principal amount of Notes which, along with other lawfully available funds of the City, is necessary to pay a portion of the costs of constructing the Improvements and to pay any financing costs.

The Notes shall be dated the Closing Date and shall mature on the maturity date set forth in the Certificate of Award, provided that the Notes shall mature within one year of the Closing Date. The Notes may be subject to draws of principal, in which case interest shall accrue only on each draw of principal from the date of said draw, all as set forth in the Certificate of Award. The Notes shall be callable for prior redemption on any date at the option of the City at par plus accrued interest to the date of redemption as set forth in the Certificate of Award.

The Notes shall bear the rate of interest per year not to exceed the rate of three per cent (3%) per annum (computed on the basis of a 360-day year consisting of twelve 30-day months), as shall be determined by the City Manager and the Director of Finance in the Certificate of Award. Interest on the Notes shall be payable at maturity, or until the principal amount is paid or provided for. The Notes shall bear interest from the most recent date to which

Emergency Ordinance No. _____ (Cont'd)

interest has been paid or provided for or, if no interest has been paid or provided for, from the date of each draw on principal as set forth in the Certificate of Award.

The proceeds from the sale of the Notes received by the City shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds received by the City representing premium or accrued interest shall be paid into the City's Bond Retirement Fund.

SECTION III: The Notes shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Notes shall be of such number and denominations as requested by the Original Purchaser; provided that the Notes shall be issued only in Authorized Denominations. This Council hereby covenants that it will not exchange or reissue the Notes in less than Authorized Denominations other than through a "primary offering", as that term is defined in SEC Rule 15c2-12, or as may be required in the case of partial prior redemption of the Notes by the City.

SECTION IV: The debt charges on the Notes shall be payable in lawful money of the United States of America and shall be payable, without deduction for service charges at the office of the City's Director of Finance, who is hereby designated to act as the initial Note Registrar. No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Note proceedings unless and until the certificate of authentication printed on the Note is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Note proceedings. The Notes may be issued as fully registered securities in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code. The City will cause the Note Registrar to maintain and keep a Note Register at the office of the Note Registrar.

SECTION V: The Certificate of Award is hereby authorized and shall be executed by the City Manager and the Director of Finance without further action of this Council, such approval to be evidenced conclusively by execution of the Certificate of Award. The Notes shall be sold at not less than ninety-seven per cent of par plus accrued interest (if any) at private sale to the Original Purchaser as shall be determined by the City Manager and the Director of Finance in the Certificate of Award, and shall be awarded by the City Manager and the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law, the Charter and the provisions of this Ordinance. The City Manager and the Director of Finance shall sign and deliver the Certificate of Award and shall cause the Notes to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes, to the Original Purchaser upon payment of the purchase price.

SECTION VI: The City Manager, the Director of Finance and the Law Director are each hereby separately authorized and directed to take any and all actions and to execute such financing statements, assignments, documents, certificates and other instruments and/or agreements that may be necessary or appropriate in the opinion of Locke Lord LLP, as Bond Counsel, in order to effect the issuance of the Notes and the intent of this Ordinance. The City Clerk, or other appropriate officer of the City, shall certify a true transcript of all proceedings had with respect to the issuance of the Notes, along with such information from the records of the City as is necessary to determine the regularity and validity of the issuance of the Notes

SECTION VII: That for the purpose of providing the necessary funds to pay debt charges on the Notes when and as due, there shall be levied on all the taxable property in the City, within the ten mill limitation, in addition to all other taxes, a direct tax annually which would have been levied if the Bonds had been issued without prior issuance of the Notes. The amount of said tax to be levied or collected in any year shall be reduced by the amount to be available for the purpose of paying debt charges on the Notes from (a) any surplus in the City's Bond Retirement Fund, or (b) the proceeds of sale of (i) the Bonds, (ii) any bonds of the City issued for the purpose of retiring the Notes at maturity, or (iii) bond anticipation notes issued to retire the Notes at maturity. This Council reserves the right to make additional pledges on parity with this pledge. Said tax shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for the year are certified, levied, extended and collected. The proceeds of the tax levy are hereby required to be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds in anticipation of which they are issued when and as the same fall due.

To the extent other funds of the City, including, without limitation, service payments in lieu of taxes and/or receipts from the municipal income tax, are available for the payment of the debt charges on the Notes or the Bonds

Emergency Ordinance No. _____ (Cont'd)

and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of those funds so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and the Bonds shall be paid from municipal income taxes; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B) (7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes, such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes.

SECTION VIII: No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, or in any Note or under any judgment obtained against the City or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the City, either directly or through the City, or otherwise, for the payment for or to the City or any receiver thereof, or for or to any holder of any Note, or otherwise, of any sum that may be due and unpaid by the City upon any of the Notes. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the City or any receiver thereof, or for or to the owner or any holder of any Note, or otherwise, of any sum that may remain due and unpaid upon any Note, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Note proceedings and the issuance of the Notes.

SECTION IX: In connection with the issuance of the Notes herein authorized, the City Manager and the Director of Finance are hereby authorized to retain the legal services firm of Locke Lord LLP to act as bond counsel to this City. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services.

SECTION X: This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

SECTION XI: The City Clerk is directed to promptly deliver a certified copy of this Ordinance and a copy of the Certificate of Award, when executed, to the County Auditor of Butler County, Ohio.

SECTION XII: This Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with the law, including Section 121.22 of the Ohio Revised Code, except as otherwise permitted thereby.

SECTION XIII: This Ordinance is hereby declared to be an emergency measure for the reasons set forth in the final preamble hereto and shall be in effect from and after its passage.

Emergency Ordinance No. _____ (Cont'd)

PASSED: _____

Patrick Moeller
Mayor

Effective Date: _____

ATTEST: _____
Nick Garuckas
City Clerk

Approved as to form and correctness:

Heather Sanderson Lewis, Esq.
Law Director

CERTIFICATE

I, Nick Garuckas, City Clerk of the City of Hamilton, Ohio, State of Ohio, hereby certify that the foregoing Emergency 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

CERTIFICATE

I, Nick Garuckas, City Clerk of the City of Hamilton, Ohio do hereby certify that the foregoing is a true and exact reproduction of Emergency Ordinance No. _____ adopted by the Council of the City of Hamilton, Ohio, at the Regular Meeting on the 24th day of August, 2016.

Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

RECEIPT

Received this ____ day of _____, 2016, a certified copy of the foregoing Emergency Ordinance No. _____ of Council of the City of Hamilton, Ohio.

Roger Reynolds
County Auditor

By: _____
Deputy County Auditor

City Council Meeting Staff Report

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

Report From: Jody Gunderson, Economic Development Director

Agenda Item: Entering into a Development Agreement with CMC Properties

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 checked="" type="checkbox"/> D Decrease vacant structures <input 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 type="checkbox"/> O General operations
Ordinance or Resolution <i>Ordinance</i>	<input checked="" type="checkbox"/> 1 st Reading Date: 8/24/2016 <input checked="" type="checkbox"/> 2 nd Reading Date: 9/14/2016 <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): 8/10/16 City Council Meeting R2016-8-28	
Contract	<input checked="" type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$ Expenditure: \$ Source Funds:	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation to authorize the City Manager to execute a development agreement with CMC Properties with regards to the property located at 115 Dayton Street?

Policy Alternative(s)

Council may choose not to adopt such legislation to authorize the City Manager to execute a development agreement with CMC Properties.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to authorize the City Manager to execute a development agreement with CMC Properties with regards to the property located at 115 Dayton Street.

Statutory/Policy Authority

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

Fiscal Impact Summary

By approving the Development Agreement, Council obligates the City to pay for permissible expenses as defined by Ohio's Tax-Increment Financing rules that are currently estimated to be approximately \$1.7m. The City will use bond proceeds to finance the developer requested public improvements with the debt service to be paid from a planned tax increment financing district agreed to within the Agreement. New revenue produced from this TIF based on



initial construction estimates are over \$4m over the next 30-years which will more than cover the expected debt service.

Background Information

Beginning in 2005, City officials worked with Towne Properties on a potential mixed-use development at the former Mercy Hospital site – 115 and 116 Dayton Street (7.25 acres). In June 2005, the City and Towne Properties entered into a Site Preparation and Development Agreement. Towne and the City continued to pursue the project until 2008 when the parties decided to part ways.

In early 2009, Economic Development staff did a mailing to potential developers in and outside of the region trying to solicit another developer to the site interested in doing a mixed-use project.

In 2015, Economic Development staff working in partnership with Development Strategies Group again reached out to potential developers interested in just the former Mercy Hospital parking lot located on the south side of Dayton Street (1.6 acres). Through this process the City met CMC Properties and James D. Cohen.

CMC Properties has existing mixed use developments in Milford and Loveland that are similar to what city officials would like to see at the 115 Dayton Street property. The City signed a Letter of Intent with CMC Properties on April 20, 2016. On August 10, 2016 Council approved legislation to authorize the City Manager to create a development agreement with CMC Properties with regards to the property located at 115 Dayton Street.

At this time, city administration would like to proceed to the next step with CMC Properties and execute a Development Agreement. We have a draft agreement which is being reviewed by CMC Properties. Consequently, there may be minor revisions recommended to the City Manager by the Director of Economic Development necessary to finalize this transaction

Attached Information

N/A

Copies Provided to:

N/A



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH COMMUNITY MANAGEMENT CORPORATION (CMC PROPERTIES) AND DISPOSITION OF LAND FOR REDEVELOPMENT LOCATED AT 115 DAYTON STREET WITHIN THE CITY'S URBAN RENEWAL AREA.

WHEREAS, the City of Hamilton, Ohio has undertaken and is carrying out a program of Urban Renewal and Redevelopment in certain areas of the City for the elimination of conditions of blight and deterioration in said Urban Renewal Area in accordance with the requirements of the City's Urban Renewal Plan, in order to prevent the recurrence or spread of conditions of blight and deterioration; and

WHEREAS, since 2005 the City of Hamilton has pursued redevelopment of this property; and

WHEREAS, in early 2009, City of Hamilton Economic Development staff did a mailing to potential developers in and outside of the region to solicit developers interested in doing a mixed-use project; and

WHEREAS, in 2015, City of Hamilton Economic Development staff, working in partnership with Development Strategies Group, reached out to potential developers interested in redeveloping this location, through that process the City met with CMC Properties (the Developer); and

WHEREAS, City Administration expressed its desire to proceed with CMC Properties and on August 10, 2016, City Council, by Resolution, authorized and directed the City Manager to pursue an Economic Development Agreement with the Developer in order to redevelop this location; and

WHEREAS, City Administration recommends that the City Manager be authorized and directed to execute an Economic Development Agreement with CMC Properties (the Developer), to sell the City-owned property, consisting of 1.591 acres, specifically Part of Lot 31128, located at 115 Dayton Street, within the City's Urban Renewal Area; and

WHEREAS, said Contract for the Development Agreement sets forth the terms and conditions of this sale of property, including the following: (a) CMC Properties will pay the City One Hundred dollars (\$100.00) in cash, (b) once purchased by the Developer, the area will be developed as a mixed-used residential development upon completion, and (c) all costs associated with the maintenance, insurance, security and repair of the property and proposed improvements will be the responsibility of the Developer; and

WHEREAS, pursuant to Section 175.10 of the City's Codified Ordinance, which sets forth the process for disposing of public property located in an Urban Renewal Area, an interest in property in a project area which is not to be retained by the City in accordance with the urban renewal plan may be disposed of by the City by sale, lease or other method of disposition of such property and the City may enter into such contracts with respect to such disposition in accordance with the urban renewal plan, and may provide therein such covenants, conditions and restrictions, including covenants running with the land, as are determined to be necessary and appropriate to carrying out the purpose of the urban renewal plan and the manner of disposition may be by negotiation or any other permissible method of disposition approved by Council; and

WHEREAS, City Administration wishes to dispose of the parcel to enhance redevelopment within the Urban Renewal Area; and

WHEREAS, Council finds the redevelopment of said property to be in the best interests of the City and the health, safety, morals, and welfare of its residents and that it carries out the City's Urban Renewal Plan to redevelop unused areas of the City's downtown; and

WHEREAS, Council wishes to authorize and direct the City Manager to execute a Development Agreement relative to said property and to take all actions necessary to proceed with the sale of said property;

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

SECTION I: That the City Manager is hereby authorized and directed to execute a Development Agreement with CMC Properties relative to the disposition of the City-owned property consisting of 1.591 acres,

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

specifically Part of Lot 31128, located at 115 Dayton Street, within the City's Urban Renewal Area. Said Agreement shall be and read substantially in the form of Exhibit No. 1, attached hereto, made a part hereof and incorporated herein by reference, subject to any amendments recommended by the Director of Economic Development and approved by the Director of Law.

SECTION II: That the sale of the above described property is in accordance with the provisions of Chapter 175 of the City's Codified Ordinances and the proposed use of the same is hereby determined to be in compliance with the City's Urban Renewal Plan.

SECTION III: That the City Manager is hereby authorized and directed to execute any and all documents necessary to proceed with the sale of the property.

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

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

Exhibit No. 1

DEVELOPMENT AGREEMENT

THIS **DEVELOPMENT AGREEMENT** (“**Agreement**”) is made and entered into effective as of the ___ day of _____, 2016 by and between THE CITY OF HAMILTON, OHIO, an Ohio municipal corporation, having a mailing address at 345 High Street, Hamilton, Ohio 45011 (the “**City**”) and COMMUNITY DEVELOPMENT ASSOCIATES, LLC, an Ohio limited liability company, having a mailing address of 10925 Reed Hartman Highway, Suite 200, Cincinnati, Ohio 45242 (“**Developer**”), under the following circumstances:

RECITALS:

A. The City currently owns land located within the City of Hamilton, Butler County, Ohio, as approximately shown on **Exhibit A**, and legally described on **Exhibit B**, both attached hereto and incorporated herein by reference (the “**City Property**”).

B. The City desires to have the City Property and two (2) parcels of adjacent real property as approximately shown on **Exhibit A** as the “**Law Office Property**” and the “**Tri-Health Property**” (collectively, the “**Property**”) developed as a mixed-use residential and commercial project consisting of approximately eighty (80) to one hundred (100) residential apartment units, up to approximately 15,000 square feet of commercial space, and an improved parking area containing between 150 and 250 parking spaces, some of which consisting of public parking spaces located within the public right of way known as Dayton Street as approximately shown on **Exhibit A** (all such parking spaces hereinafter being referred to as the “**Parking Area**” and the portion thereof located within the public right of way hereinafter being referred to as the “**Public Parking Area**”) (the “**Project**”). The City believes that the Project and related improvements as described herein are in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements, which purposes include, but are not limited to, furtherance of the City’s goals to revitalize the part of the City’s downtown area in which the Property is located, to provide public access, parking and other amenities, and to facilitate commercial and residential development in close proximity to the City’s downtown area, all of which are expected to create and preserve jobs and employment opportunities in the City and enhance City tax revenues.

C. Developer is willing to acquire the City Property, to attempt to acquire the Law Office Property and the Tri-Health Property, and to develop, construct and operate the Project pursuant and subject to the terms and conditions contained in this Agreement.

D. City Council has determined that the Developer has the ability to perform or cause the performance of its obligations under this Agreement.

E. The parties desire to enter into this Agreement in order to reflect certain agreements between them with respect to the Project generally, and to the improvements to be made by each of them, available City incentives relative to certain components of the Project, and other agreements and obligations, all pursuant and subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the City and Developer agree as follows:

1. **Introduction; Recitals.** Each of the parties hereby acknowledges and agrees that the statements made by it in the foregoing recitals are, to its actual knowledge and belief, true and accurate and the same are hereby included herein by this reference as if fully set forth in this Introduction section of the Agreement.

2. **Transfer of Property.** Within ninety (90) days after the earlier to occur of (i) the satisfaction or waiver of the Developer Contingencies (as hereinafter defined) or (ii) the Contingency Deadline (as hereinafter defined), but subject to the terms and conditions contained in this Agreement, the City shall transfer to Developer fee simple title to the City Property by Quitclaim Deed, subject only to: real estate taxes and assessments not yet due and payable; easements of record as of the date of this Agreement or as otherwise agreed upon by the parties prior to the Contingency Deadline; and the other items to be created in accordance with the terms hereof (collectively, all such items hereinafter being referred to as the “**Permitted Exceptions**”). The Quitclaim Deed shall provide a right of re-entry by the City (subject to lender cure rights) for the City Property if the Project is not complete by January 31, 2020 (the “**Outside Completion Date**”). The Quitclaim Deed shall also incorporate by reference a declaration of covenants running with the land that are typical for a public-private partnership (the “**Declaration**”), including, without limitation, covenants to use, develop and redevelop the Property in accordance with the urban redevelopment plan for the Property adopted by City Council, to make semi-annual urban renewal service payments in lieu of taxes equal annually to the amount of real property taxes that that would have been payable as real property taxes absent the TIF on the Property, to make any required minimum service payments, subject however, to the full benefits of the “**Tax Abatement**” (as defined in Section 7 of this Agreement), to insure the Project and rebuild the Project in case of casualty or condemnation, to indemnify the City, to operate and maintain the Project in a commercially reasonable manner, and to provide information to the City regarding the Project as and to the extent necessary for the City to satisfy its reporting obligations under the Ohio Revised Code. Such covenants shall be recorded against all Property and shall be senior in priority to any lien or encumbrance except for Permitted Exceptions. The Quitclaim Deed

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and/or Declaration shall also reserve to the City the right to construct a parking garage on some or all of the Parking Area, subject to a relocation plan for parking during construction satisfactory to Developer the rights of the owner of the Property to approve the design of the parking garage including the effect on tenant views (such approval not to be unreasonably withheld) and receive reserved spaces within the parking garage in an amount equal to the number of parking spaces displaced by the parking garage, with the location of such spaces within the parking garage to be selected by the owner of the Property. Nothing contained herein shall be deemed to be a waiver by the Developer of the right to terminate this Agreement prior to the Contingency Deadline due its determination that the City Property is unacceptable to Developer for the Project for any reason. The following terms and conditions shall apply to such transfer of the Property and the closing of such transfer (the “Closing”):

(a) The purchase price to be paid by Developer and accepted by the City for the City Property shall be One Hundred Dollars (\$100.00).

(b) The City shall deliver to Developer exclusive possession of the City Property upon completion of the Closing, which shall take place at the offices of the City’s attorneys on an exact date and time (subject to the first paragraph of this Section 1) to be selected by Developer with at least five (5) business days advance written notice to City.

(c) In addition to the Quitclaim Deed, the parties agree to execute and deliver at Closing such assignments, affidavits, certified ordinances, certificates and other instruments as are reasonably necessary to complete the Closing, and which are typical for commercial real estate transfers and as otherwise required by this Agreement.

(d) Real estate taxes, assessments or other expenses will be prorated at Closing as is customary for commercial real estate transfers.

(e) Developer shall pay all Closing costs and expenses, including costs of the title or escrow closing agent and costs of any title insurance desired by Developer.

The Developer represents to the City that it knows or will know, has examined or will examine, and has investigated or will investigate in accordance with the terms of this Agreement to the full satisfaction of the Developer the physical nature and condition of the City Property, the improvements thereon, and the fixtures and appurtenances annexed thereto, agreed to be transferred to the Developer hereunder; that neither City nor any agent, attorney, employee or representative has made any representation whatsoever regarding the City Property, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the Property transferred to the Developer hereunder; and that the Developer, in executing, delivering and/or performing its duties and obligations under this Agreement, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing, by

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any individual, firm or corporation as to the physical nature and condition of the Property. The Developer agrees to take the Property **“AS IS, WHERE IS.”**

The City shall retain fee simple title to the Public Parking Area. City and Developer shall reach agreement prior to the Contingency Deadline on the terms and conditions of easements and restrictions to be recorded in order to establish and document the necessary rights and obligations of the parties with respect to the design, construction, use, maintenance, repair and replacement of the public parking spaces to be located on the Public Parking Area, which may include designation of such spaces within the Public Parking Area for the use of residents and invitees for the Project exclusively for specific days and hours, and provide for enforcement provisions for such exclusive use.

3. **Construction of Project.** Developer shall construct and install upon the Property acquired by the Developer, the Project. The Project, including the engineering and design therefor, the plans and specifications, and the construction and installation, shall be completed: (a) in conformance with all applicable codes, ordinances, and laws, including the urban redevelopment plan adopted by City Council for the Property (if any); (b) in a good and workmanlike manner; and (c) to the extent required by applicable law, including the City zoning code, in conformance with the plans and specifications approved in advance by appropriate City officials. Subject to delay caused by Force Majeure events described below, Developer shall commence construction of the Project within twelve (12) months after the date of Closing, and shall substantially complete such construction within eighteen (18) months after commencing construction. The Project and related improvements will be constructed and installed in compliance with the final, approved plans and specifications. Developer shall prepare and submit to appropriate government agencies all applications for such approvals as are required to develop and construct the Project in accordance with applicable laws, rules, regulations, codes and ordinances and the parameters for the Project set forth below in this Section 2:

(a) Approximately eighty (80) to one hundred (100) residential apartment units in one or more buildings (the parties acknowledging that the final number of units may be adjusted based upon applicable zoning approvals for the Project and market studies and surveys undertaken by the Developer, as further described in this Agreement).

(b) Up to approximately fifteen thousand (15,000) square feet of commercial space (the parties acknowledging that the final sizes and exact locations of the commercial space may be adjusted based upon market conditions as determined by the Developer, the ability of the Developer to pre-lease such commercial space).

(c) Between one hundred fifty (150) and two hundred fifty (250) parking spaces on the Property; provided, however, the Public Parking Area parking spaces (within the adjacent Dayton Street right of way) shall be constructed and installed by the City.

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(d) City and Developer acknowledge that during the process of Developer's construction and installation of the Project improvements, damage may occur to the existing sidewalks, streetscape improvements (trees, pavers, etc.), and electrical supply lines providing power to the pole lights, all of which improvements are currently around the perimeter of the Property, and the parties therefore agree as follows:

(i) Developer will give City adequate notice of the commencement date for construction for City to, and City shall, prior to such construction commencement, remove those of the pole lights that City wishes to salvage for later reinstallation and City shall also leave the electric supply lines to each pole light stubbed off for later reuse;

(ii) Developer shall cause its contractors to use all reasonable efforts to minimize damage to the existing sidewalks and streetscape improvements;

(iii) As part of the final phases of construction, upon a mutually-agreeable schedule and in compliance with the approved plans therefore, Developer will repair any damage to, or re-run, the electric supply lines for the pole lights, the City will reinstall and reconnect the electric lines to the surrounding pole lights at City's sole expense, and Developer will repair and replace the sidewalks and other streetscape improvements to a condition and quality substantially comparable as the same and surrounding public sidewalks and streetscaping currently exists. The parties shall pay the costs and expenses of repairing and replacing the sidewalks, electric supply lines, and other streetscape improvements (not including pole light relocation or replacement costs, all of which is to be paid by City) as follows:

- (A) City shall pay the first \$50,000.00;
- (B) Developer and City shall share, dollar for dollar, the next \$100,000.00; and
- (C) Developer shall pay all costs above \$150,000.00.

(e) City and Developer acknowledge that during the process of Developer's construction and installation of the Project improvements, the Developer may need to excavate and remove non-compactible materials from the City Property and import sufficient quantities of fill dirt so that the surface and subsoil conditions of the City Property is adequate for compaction and construction thereon of the Project and free of building debris or any materials deemed hazardous under any applicable environmental safety or health laws, all as reasonably determined by Developer's engineer on site (the "**Sub-Surface Work**"). The City is not responsible for any demolition, Sub-Surface Work or other expenses required in connection with the Law Office Property or the Tri-Health Property. The parties shall pay the cost of any Sub-Surface Work as follows:

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- (i) City shall pay the first \$50,000.00;
- (ii) Developer and City shall share, dollar for dollar, the next \$100,000.00; and
- (iii) Developer shall pay all costs above \$150,000.00.

4. **City Property.** Within the later of five (5) days from the date of this Agreement or its receipt of the following items, the City will cause Developer to receive copies, to the extent they relate to the City Property and are in the possession or control of the City, of: (i) environmental reports; (ii) results of any inspections, audits, tests, and examinations; (iii) contracts relating to the City Property; and (iv) all other records pertaining to the City Property.

To facilitate the Developer's due diligence prior to the Contingency Deadline, the City will provide Developer and Developer's agents and representatives access to the City Property within a reasonable period of time after receiving Developer's request for such access. Developer will conduct any such physical inspections, tests, examinations, studies, and appraisals only on regular business days during standard business hours.

In conducting any inspections, investigations or tests of the Property, Developer, and its respective agents and representatives shall: (i) not materially interfere with the operation and maintenance of the City Property; (ii) not damage any part of the City Property; (iii) not injure or otherwise cause bodily harm to the City or their agents, guests, invitees, contractors and employees or any tenants or their respective guests or invitees; (iv) comply with all applicable laws applicable to such inspections, investigations or tests; (v) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the City Property; (vi) not permit any liens to attach to the City Property by reason of the exercise of its rights hereunder; and (vii) repair any damage to the City Property resulting directly or indirectly from any such inspection or tests. Developer's obligations under this paragraph shall survive both the termination of this Agreement and the Closing.

Developer shall provide the City with twenty four (24) hours' prior written notice of any inspection or test and, with respect to any intrusive inspection or test (*i.e.*, core sampling or drilling), must obtain the City's prior written consent (which consent shall not be unreasonably withheld or delayed), City's failure to respond within twenty four (24) hours shall be deemed to be an approval for the requested activity (ii) prior to performing any inspection or test, Developer must deliver a certificate of insurance to the City evidencing that it has in place reasonable amounts of comprehensive general liability insurance and workers compensation insurance for its activities (and the activities of and their respective contractors, agents and representatives) on the City Property, and in terms and for amounts equal to at least \$1,000,000 per occurrence, \$2,000,000 aggregate any accident arising in connection with the presence of them, its contractors, agents and representatives on the City Property and,

which insurance shall name the City as an additional insured thereunder. Developer shall bear the entire the cost of all such inspections or tests performed by or on its behalf, and shall be responsible for the disposal of any wastes generated by those tests in accordance with all applicable laws.

5. Post-Closing City Improvements.

(a) City shall cause the relocation of overhead utility lines as approximately shown on **Exhibit C** attached hereto and made a part hereof to underground or alternative locations as mutually agreed upon by the City and Developer during the completion and approval of the plans and specifications for the Project. The costs of such utility relocations shall be paid solely by the City. The relocation of the utility lines shall progress concurrently with the development and construction of the Project and shall, subject to delays due to Force Majeure, be completed before the Developer is prepared to commence leasing residential units or commercial space in the Project, in accordance with a specific schedule to be agreed upon City and the Developer prior to the Contingency Deadline.

(b) City shall cause the installation of streetscape improvements along all public streets where they do not currently exist, in the block containing the Project, which shall include the parking spaces within the Public Parking Area (within Dayton Street public right of way as approximately shown on **Exhibit A**). The costs of such streetscape improvements shall be paid solely by the City. The scope of the streetscape improvements is contained on **Exhibit D** attached hereto and made a part hereof. Subject only to Force Majeure, City shall substantially complete the streetscape improvements before the Developer is prepared to commence leasing residential units or commercial space in the Project.

(c) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if (a) the City determines that the expected tax revenues to be received from the Property and the Project, based on the final development plan for the Project and minimum service payment commitments included in the Declaration, will not be sufficient to fund all of the above identified streetscape improvements or (b) the Hamilton City School District does not approve the tax increment financing arrangement necessary to generate such revenues, then the City shall have the right to scale-back the scope of the streetscape improvements to a scope which the City can fund from revenues to be generated from the tax increment financing that is available and approved and any other funds available to the City to pay for such improvements. The City shall keep Developer apprised of the progress on the above described matters on a regular basis and promptly upon Developer's request, and if it is determined that insufficient revenues are available to fund the entire planned scope of streetscape improvements, then the City shall consult with Developer with respect to the components of the streetscape improvements to be eliminated.

6. Indemnification and Insurance.

(a) Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify and hold the City, its officers, council members, employees, and agents (collectively, the “**Indemnified Parties**”) harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorney’s fees), demands, judgments, liability and damages (collectively, “**Claims**”) suffered or incurred by or asserted against the Indemnified Parties, or any of them, as a result of or arising from injuries, deaths or loss or damage to property to the extent caused by the acts or omissions of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the due diligence, development and construction of the Project and on or around the Property. Notwithstanding anything set forth herein to the contrary, the indemnification obligations of Developer in this Section will survive the termination of this Agreement and Closing for any reason.

(b) Until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least Three Million Dollars (\$3,000,000) per occurrence, combined single limit, naming the City as an additional insured, (ii) builder’s risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker’s compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer’s construction lenders. Developer’s insurance policies shall: (x) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, authorized to do business in Ohio, and having an A.M. Best rating of A VII or better, and (y) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Developer may cause any or all of the above described insurance requirements to be satisfied by requiring one or more of its contractors to provide such insurance coverages. The Developer shall provide evidence of such insurance to the City upon request.

7. **Tax Abatement Agreement.** The City acknowledges that a critical component of the consideration for Developer entering into this Agreement and developing the Property as the Project and to perform all of its other obligations under this Agreement, is that all real estate taxes with respect to building improvements for the residential apartment portion of the Project and 50% of all real estate taxes with respect to building improvements for the retail and/or office portion of the Project shall be abated for fifteen (15) years under Chapter 3735 of the Ohio Revised Code (the “**Tax Abatement**”). The City shall reasonably cooperate with the Developer in its efforts to obtain and implement the Tax Abatement, including, without limitation, in connection with Developer’s obtaining of all necessary State of Ohio and other governmental approvals and in connection with the Community Reinvestment Area Compensation Agreement (described below), as required under Chapter 3735 of the Ohio Revised Code for the retail and/or office portion of the Project.

8. **Vacation Magnolia Street.**

(a) City agrees to vacate approximately one-half of the Property labeled as “**Magnolia Street**” as shown on **Exhibit E**, attached hereto and incorporated herein by reference. Developer shall accept possession and title to the vacated portion of Magnolia Street “**AS IS, WHERE IS**” subject only to the City’s reservation of an easement for the existing sanitary sewer line, if and to the extent such sewer exists within Magnolia Street. Such action shall be completed prior to Closing and following receipt by the City of written notice from the Developer that all Developer Contingencies have been satisfied or waived.

(b) City agrees to pay the costs for documentation of the vacation of the above-described portion of Magnolia Street, and the recording fees required, if any, to place title to real property encompassing Magnolia Street in the state described above in this Section, and to not require Developer to pay any purchase price for said vacated property.

9. **Tap and Permit Fees.** The City agrees that all water tap fees, and any and all building, road, recreation and other impact fees or similar fees that the City charges for apartment/commercial Projects shall not exceed \$10,000.00 for the entire Project.

10. **Additional City Efforts to Support Development.**

(a) The City agrees to reimburse Developer for 50% of its initial design, architecture and engineering costs for the Project, not to exceed \$25,000 for the City’s portion of reimbursements, which shall be paid within thirty (30) days after the Developer’s request for payment and submission by the Developer of invoices and/or other reasonable proof of the costs for which the Developer seeks reimbursement. The City’s obligation under this paragraph shall survive the termination of this Agreement or Closing. Developer shall provide to City copies of design, architecture and engineering work product.

(b) Subject to the receipt of any required approvals from the State of Ohio, the City agrees to permit Developer to discharge storm water from the Property and the Project into the existing storm water system without an additional detention or retention system being required, or if such additional detention or retention is required, the City shall cause the same to be constructed and installed at no expense to the Developer within time frames which will not cause the Developer’s schedule for Project completion and occupancy to be delayed.

11. **Documentation.** Developer shall provide to City all documentation requested by City to verify the expenses for which Developer may request payment or reimbursement hereunder, including without limitation, all invoices and/or other reasonable proof of the costs.

12. **General City Cooperation.** The City acknowledges that, in connection with the development and construction of the Project, from time to time, the Developer will be submitting to various City departments site plans showing proposed locations of buildings, building footprints and other structures and improvements, plans for landscaping, parking lots, paving improvements, and storm water management and utility lines, facilities and systems and applications for necessary approvals and building permits for the same. The City agrees, subject to all normal and applicable department rules, regulations and processes, and to applicable law, all of which apply to all persons who do business with the City, that it will cooperate with Developer and review and approve all applications and submissions for the Project, including, without limitation, any zoning related approvals or actions, in the normal course of business as the same is regularly brought before and handled by the City. In addition, the City shall cooperate with and assist the Developer in all of its efforts with respect to the development, construction and operation of the Project and the efforts by the Developer to satisfy its conditions hereunder, including coordinating and assisting with efforts with the Butler County Port Authority, the City of Hamilton School District, and other third parties and agencies.

13. **Defaults.** Except as otherwise provided in this Agreement, in the event of any default or breach of any of the terms or agreements herein contained, by either party hereto, such party shall, upon written notice from the other, proceed to cure or remedy such default or breach within thirty (30) days after receipt of such notice, or in the event the default or breach does not involve the payment of money and cannot be cured within said thirty (30) days, then cure shall be made within such longer period of time as may be reasonable under the circumstances and the party will not be deemed in default of this Agreement provided the cure is promptly commenced within the original thirty (30) day period and diligently pursued to completion thereafter. In the event the default or breach is not remedied in the time periods and manner provided in this paragraph, then the aggrieved party may take such actions as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance or injunctive action. All remedies shall be nonexclusive to all other remedies allowed at law, in equity, or as otherwise provided in this Agreement.

14. **Contingencies.**

(a) **Developer Contingencies.** Subject to the provisions of Section 14(b), Developer shall have no obligation to acquire the Property or to develop and construct the Project unless and until all of the following contingencies (collectively, the “**Developer Contingencies**”) have been satisfied or waived by Developer in writing:

(i) The Developer and the City shall have reached agreement on and shall have approved all of the plans and specifications for the Project and all components thereof, including that Developer shall be satisfied that the Project, as developed, will contain

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sufficient space for approximately 80-120 residential apartment units, up to approximately 15,000 square feet of commercial space, and between 150 and 250 parking spaces.

(ii) All necessary building and construction permits and approvals required for the Project and all components thereof shall have been issued with only such conditions as are contemplated in this Agreement or as are otherwise acceptable to the Developer, in its sole discretion, and any applicable appeal or referendum periods for the same shall have expired without any such appeal or referendum having been initiated.

(iii) Developer shall have reviewed and approved the Tax Abatement and all binding documents and components of the same affecting the Property and the Project and all approvals necessary for the Tax Abatement (to the extent then available) shall have been obtained with only such conditions as are acceptable to the Developer in its sole discretion.

(iv) The City shall have delivered to Developer a letter from City's Finance Director certifying that the City has appropriated funds sufficient to enable it to perform its obligations hereunder, which shall be in an amount mutually agreed by the Developer and City.

(v) Developer shall be satisfied, in its sole discretion, with the results of Developer's due diligence efforts with respect to the Property and the Project, including, without limitation, title, survey, utility availability, environmental, geotechnical and marketing studies.

(vi) Developer shall be satisfied, in its sole discretion, that the Project is feasible based on market studies, surveys and any pre-leasing efforts.

(vii) Developer and City shall have agreed on forms of the Quitclaim Deed and Declaration acceptable to Developer and City.

(viii) Developer shall have acquired the Law Office Property and the Tri-Health Property upon such terms and conditions as are acceptable to Developer, in its sole and absolute discretion, or Developer shall be satisfied that it can so timely acquire the same or, in its sole discretion, determine that the Project can be successfully developed, marketed and operated without one or both of such properties, as the case may be. If and to the extent Developer does acquire either or both of the Law Office Property and the Tri-Health Property, the same shall be deemed to be included as part of the "**Property**" for purposes of this Agreement, except as specifically indicated otherwise herein, and the same shall be incorporated into the Project.

(ix) Developer shall be satisfied with the matters related to the Magnolia Street vacation as contemplated by this Agreement, the status and progress of the

other obligations of the City hereunder, and the form and content of all easements, covenants and restrictions contemplated to be created pursuant to this Agreement.

(b) **Developer's Right to Terminate.** Unless all of the Developer's Contingencies set forth above in subsections (a)(i) through (ix) are satisfied or waived in writing by the Developer on or before February 15, 2017 (the "**Contingency Deadline**"), then the Developer shall have the right to terminate this Agreement by written notice to the City. In addition, if prior to such date the Developer determines that any or all of the Developer's Contingencies will not be satisfied by the above described deadline, the Developer may elect to terminate this Agreement by written notice to the City prior to such date. Any or all of the Developer Contingencies may be waived by the Developer, but only by a written instrument executed by the Developer; provided, however, that if the Developer does not terminate this Agreement, pursuant to its right above in this paragraph, by the Contingency Deadline, Developer shall be deemed to have satisfied or waived the Developer Contingencies. Upon any termination of this Agreement by the Developer pursuant to this Section above, neither party hereto shall have any further obligations to the other hereunder except for those specifically stated to survive such termination.

(c) **City Contingencies.** Until the Developer notifies the City that the Developer has waived or satisfied all of the Developer Contingencies, and the forms of the Quitclaim Deed and Declaration have been agreed by the Developer and the City, the City shall have no obligation to provide funding to Developer (except for the reimbursement for design, architecture and engineering costs described above in Section 9(a)), to acquire, transfer or vacate any real property as described in this Agreement, or to unconditionally obligate itself to any obligations to third parties related to the Property or the Project. Any agreements entered into or approvals granted by the City as contemplated by this Agreement may include a contingency that Developer must satisfy or waive the Developer Contingencies, and that Developer must close on the acquisition of the Property and commence, proceed with, and complete the development of the Project pursuant to this Agreement. Notwithstanding any other provision of this Agreement, the obligations of the City hereunder requiring expenditure of funds to perform those obligations are subject to appropriation by City Council of funds necessary to perform those obligations and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and neither the Developer nor any other party has the right to have taxes or excises levied by the City for the payment or performance of its obligations hereunder. As of the date of this Agreement, the City has appropriated \$25,000 for the performance of its obligations hereunder.

Notwithstanding the immediately preceding paragraph, the City agrees, prior to satisfaction or waiver of the Developer Contingencies, to provide Developer with updates as to the result of the efforts to be undertaken by the City pursuant to this Agreement promptly upon each request therefor by Developer and, in the normal course of the City's procedures and business, to work with Developer with respect to plans and specifications and process the

same for approval and permitting purposes and to work with the Developer in an attempt to reach the agreements contemplated hereunder.

15. **Approvals of the City.** The City Manager for the City shall have the right to make decisions for the City under this Agreement and to administer this Agreement on a day to day basis on behalf of the City. Any provision of this Agreement requiring the approval of the City, the satisfaction or evidence of satisfaction from the City, certificate or certification by the City, or the opinion of the City, shall be interpreted as requiring such action by the Manager of the City granting, authorizing or expressing such approval, satisfaction, certification or opinion, as the case may be, and Developer shall have the right to rely upon any of the same executed, delivered or provided by the Manager of the City. If, for any reason, the current City Manager is no longer employed as the Manager of the City, or otherwise is unable to perform the above described functions, the City Finance Director shall succeed to such role and replace the City Manager for all of the above described purposes.

16. **Estoppel Certificate.** Each party hereto agrees that, within fifteen (15) days after receipt of written request from the other party, it will issue to such requesting party, or its prospective mortgagee or successors, an estoppel certificate stating, to the best of such party's knowledge, as of such date:

(a) whether it knows of any default under this Agreement by the requesting party, and if there are any known defaults, specifying the nature thereof;

(b) whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof;

(c) whether this Agreement is in full force and effect; and

(d) any other reasonable matters relating to the transactions described in this Agreement.

17. **Termination of Agreement.** Upon completion of the Project and the performance by both parties hereto of all other obligations of the City and the Developer hereunder, or in the event of termination of this Agreement as a matter of right pursuant to any of its terms, the parties agree to execute, in recordable form if requested by either party, a statement confirming termination of this Agreement.

18. **Easements, Covenants and Restrictions.** Prior to the Contingency Deadline, City and the Developer shall reach agreement on the form and content of such easements, covenants and restrictions as the parties determine to be necessary in order to effectuate their respective obligations described in this Agreement, including those regarding the Public Parking Area.

19. **Representations, Warranties and Covenants of Developer.** Developer makes the following representations, warranties and covenants, effective as of the date of this Agreement and also as of the date of the Closing, to induce the City to enter into this Agreement:

(a) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(b) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has, by proper action, been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.

(c) The execution, delivery and performance by Developer of this Agreement and the consummation of the transactions contemplated hereby will not violate the organizational documents of Developer, or any mortgage, indenture, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

(d) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.

(e) Until the construction of the Project is substantially completed, Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition and of any notice of default to Developer from any of its lenders.

20. **Management and Ownership of Development.** Developer acknowledges and agrees that among the City's inducements to enter into this Agreement with Developer was the Developer's reputation as an experienced developer, owner, and manager of residential apartment projects. Therefore, Developer agrees that: (a) the restrictions set forth in this Agreement on Developer's rights to assign, sell, and delegate management of the Project are reasonable and necessary to the success of the Project; (b) except for an assignment by the Developer of its rights under this Agreement prior to Closing to an entity under common control with the Developer and formed to own and develop the Property and the Project, which is specifically permitted, Developer shall not sell or ground lease any of the City Property or allow any change of the ownership of Developer (except as contemplated by this Agreement) or assign its rights or delegate its obligations under this

Agreement until the date two (2) years after the date construction of the Project is substantially completed and the certificates of occupancy have been issued for the Project; and (c) Developer shall be the property manager and shall not contract out such duties, except to an affiliate of Developer that is owned or controlled by Developer or by one or more of the Developer's owners, for the same period as is set forth in the preceding subpart (b). Notwithstanding anything to the contrary above in this Section, nothing in this Section shall be deemed to prohibit Developer or its principals or their heirs from transferring membership interests in Developer: (i) to any affiliate entity of Developer that is owned or controlled by any of the same principals as own or control Developer, or their heirs on the date of this Agreement; (ii) for purposes of granting security interests in the same or the City Property for the purpose of obtaining third party financing of the Project or to any transfers by foreclosure, deed in lieu transfers receivership sales or other sales or transfers related to such financing, or to any transfers once any of the above described transfers have occurred; or (iii) for estate planning purposes, provided that legal control of Developer and the Project remains in any of the same persons as in effect on the date of this Agreement, or their heirs. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

21. **Temporary Signage.** City hereby grants to Developer the right, effective during the period this Agreement is in effect, to erect a sign or signs on the City Property, subject to applicable laws and codes, notifying the public that the Project is "coming soon" and any related information regarding the project, the parties involved, and any lender providing financing, which sign shall be in form and final content approved by both parties, such approval not to be unreasonably withheld, delayed or conditioned.

22. **Miscellaneous.**

(a) **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(b) **Waiver.** The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Ordinance No. _____ (Cont'd)

(c) **Notices.** All notices herein authorized or required to be given to the City shall be sent certified or registered mail, return receipt requested or by overnight courier service, postage prepaid, or by hand delivery as follows:

If to the City:

City of Hamilton
Attn: City Manager
345 High Street
Hamilton, Ohio 45011

With a copy to:

John J. Reister, Esq.
Millikin & Fitton Law Firm
9032 Union Centre Blvd., Suite 200
West Chester, Ohio 45069

If to Developer:

CMC Properties
Attn: James Cohen
10925 Reed Hartman Highway, Suite 200
Cincinnati, Ohio 45242

With a copy to:

Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, Ohio 45227
Attn: Richard D. Herndon, Esq.

or to such other address as either party may from time to time designate in accordance with this Section.

(d) **Entire Agreement.** This Agreement sets forth the complete understanding and agreement of the parties with respect to the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and the City and the Developer agree that they will not rely on any representations or agreements other than those contained in this Agreement.

(e) **Further Assurances.** Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may

Ordinance No. _____ (Cont'd)

reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

(f) **Survival.** All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution, delivery, completion of performance, expiration, and earlier termination of this Agreement.

(g) **Headings.** The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

(h) **Exhibits.** The Exhibits attached hereto are a part of this Agreement.

(i) **Applicable Law; Forum.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Butler County, Ohio.

(j) **Counterparts.** This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

(k) **Mechanics Liens.** Neither party shall permit any mechanics' or other liens to be filed against the other party's property as a result of such party's construction activities. If a mechanics' lien shall at any time be so filed, the party performing such work shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by posting a bond therefor or by such other action as causes the lien to be discharged.

(l) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(m) **Time.** Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement for which time is a stated factor.

(n) **No Third Party Beneficiaries.** The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.

(o) **No Brokers.** The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

(p) **Amendments.** This Agreement may be amended only by a written amendment signed by both parties.

(q) **Official Capacity.** All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

(r) **Construction of Agreement.** Each of the undersigned parties has cooperated in the drafting and preparation of this Agreement and each has been represented by separate legal counsel during such process. Therefore, in any construction to be made of this Agreement, the same will not be construed against any party hereto on the basis that the party was the drafter.

(s) **Survival of Separate Agreements.** Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall supersede, terminate or otherwise affect the respective rights and obligations of the City and Developer under that certain Agreement for Preliminary Site Work for the Project or any other agreement hereinafter entered into between the parties.

(t) **No Agency/Partnership Relationship.** The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, Developer is not acting as an agent of the City. This Agreement does not and may not be construed to create a partnership or joint venture between the City and the Developer.

(u) **Force Majeure.** "Force Majeure" shall mean any act of God, fire, earthquake, flood, explosion, war, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials, or supplies, strikes, lockouts, action of labor unions, condemnation, laws, orders of governmental authorities, litigation involving a party hereto relating to zoning, subdivision or other governmental action or inaction pertaining to Project, or any portion thereof, inability to obtain government permits or approvals, and other similar matters not within the commercially-reasonable control of the party charged with the subject obligation affected by any of the above. Notwithstanding the foregoing to the contrary, lack of funds necessary to perform shall not qualify as a Force Majeure event excusing or delaying performance by either party hereunder, and failure to obtain permits or

Ordinance No. _____ (Cont'd)

approvals required from the City shall not qualify as a Force Majeure event for any City obligations under this Agreement.

Section 22 (v) Local Hiring Preference. Developer and City, in an effort to foster community involvement in the Project and promote the local economy, agree to use good faith efforts to hire Hamilton based contractors for the Project, recognizing that the ultimate hiring decision is solely that of the Developer and its General Contractor.

*****SIGNATURE PAGE FOLLOWS*****

Ordinance No. _____ (Cont'd)

EXECUTED on the date first above written.

THE CITY OF HAMILTON, OHIO,
an Ohio municipal corporation

COMMUNITY DEVELOPMENT
ASSOCIATES, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Agreement approved as to form:

_____, City Law Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Hamilton, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2016 under the foregoing Agreement (\$25,000) have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2016

Director of Finance
City of Hamilton, Ohio

Ordinance No. _____ (Cont'd)

EXHIBITS

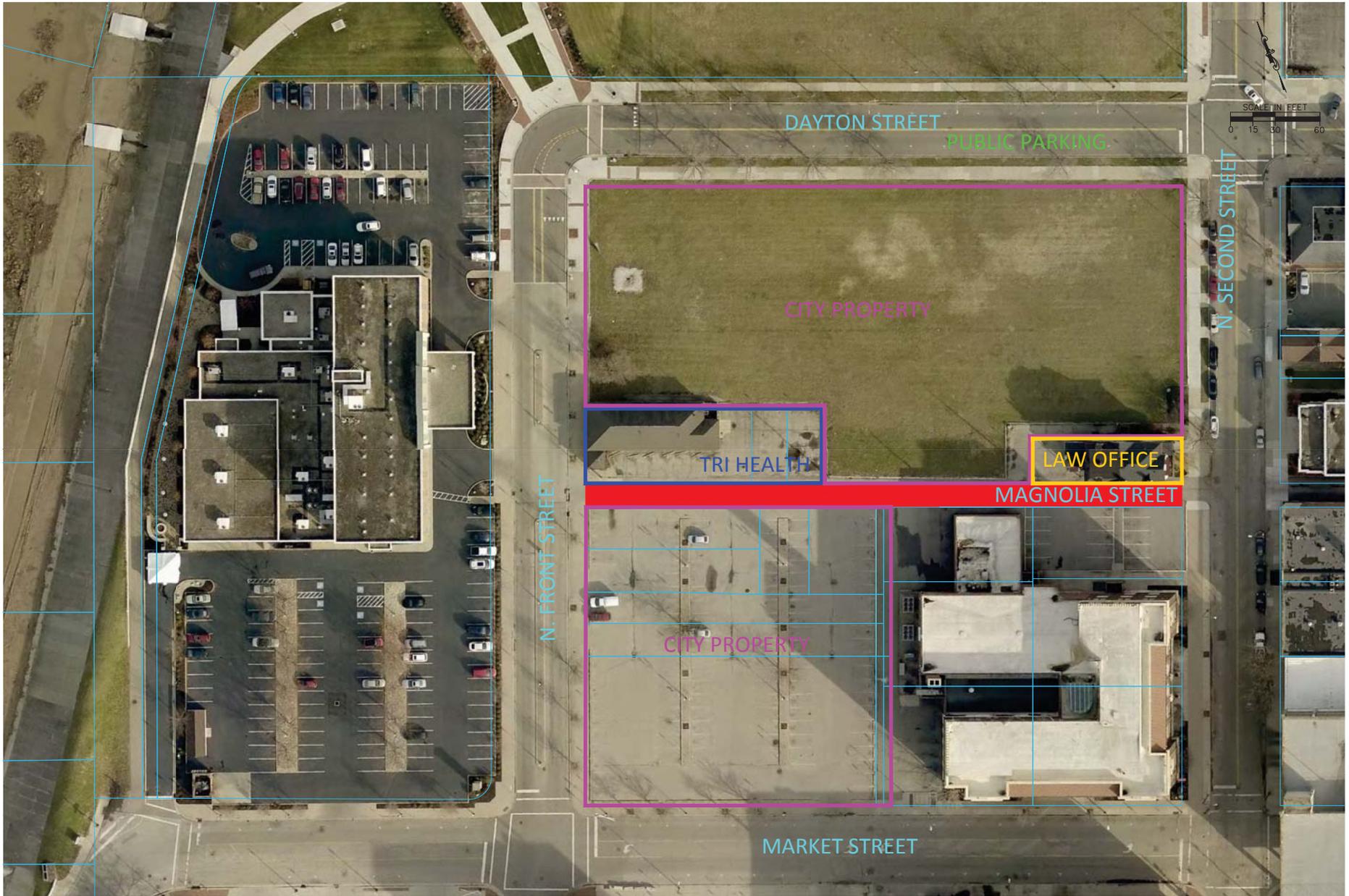
Exhibit A – Plan Showing City Property, including Tri-Health Property and Law Office Property and Public Parking Areas (on Dayton Street)

Exhibit B - Legal Description of City Owned Property

Exhibit C – Overhead Utility Lines to be Relocated by City

Exhibit D – Scope of Streetscape Improvements to be Installed by City

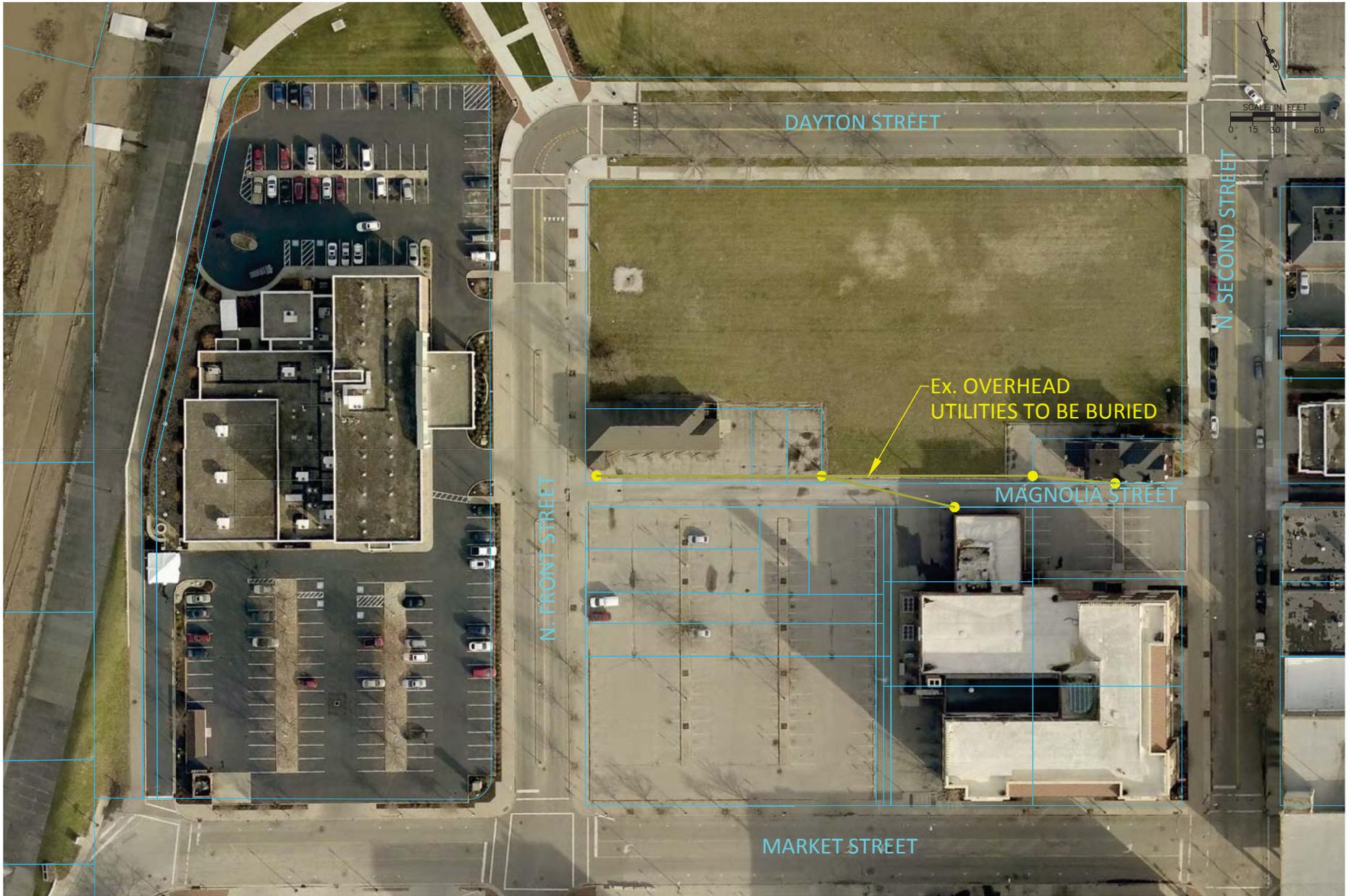
Exhibit E – Magnolia Street to be Vacated



THE MARGUM
 CITY OF HAMILTON
 EXHIBIT A

REVISIONS:

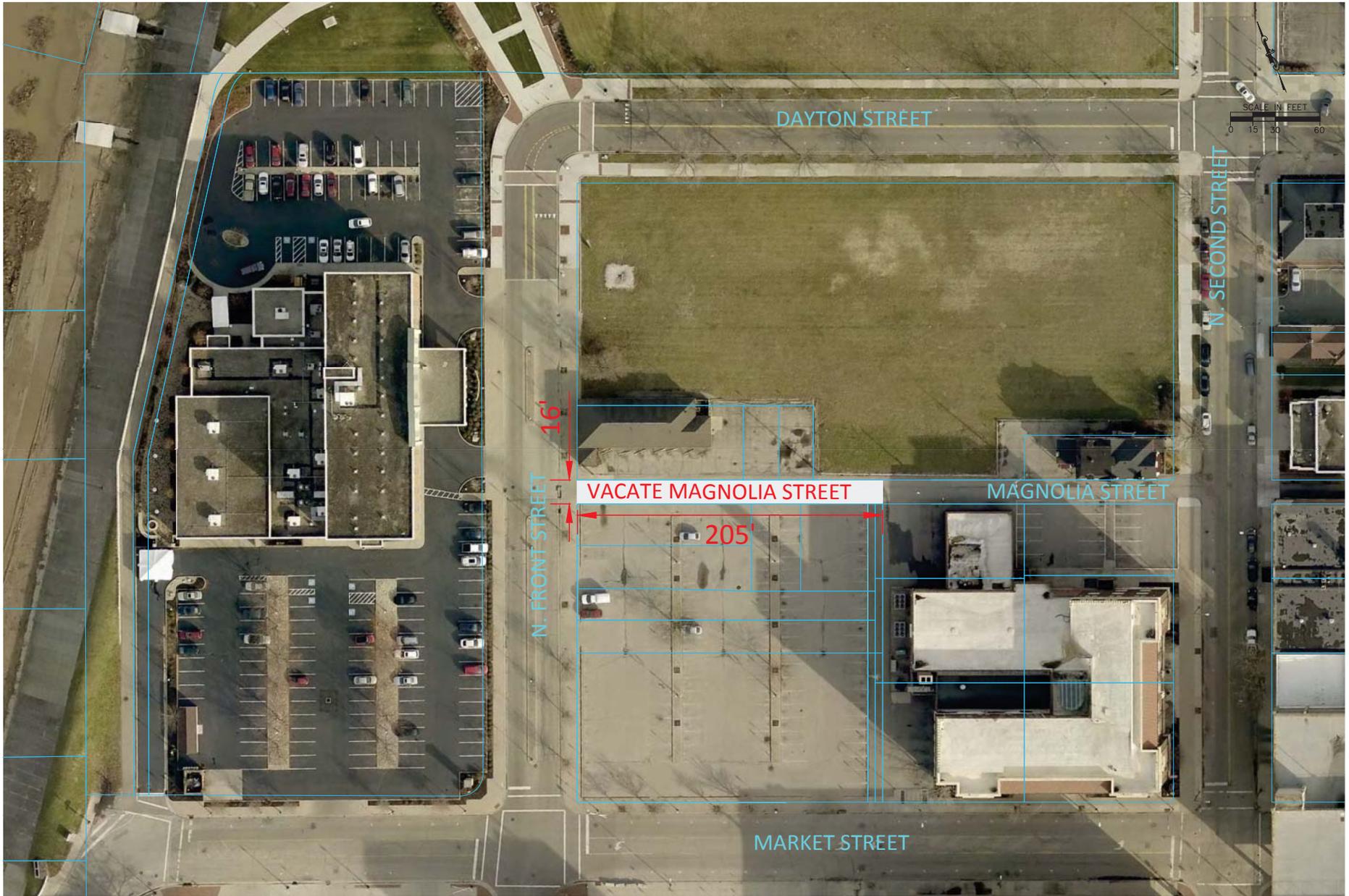
FILE NAME
 EXHIBIT A
 DRAWN BY
 AKB
 CHECKED BY
 NNS
 PROJECT NO.
 BUTHAM1605
 DATE
 08-18-2016
 SHEET NUMBER



THE MARCUM
 CITY OF HAMILTON
 EXHIBIT C

REVISIONS:

FILE NAME	EXHIBIT C
DRAWN BY	AKB
CHECKED BY	NWS
PROJECT NO.	BUTHAM1605
DATE	08-18-2016
SHEET NUMBER	



REVISIONS:

FILE NAME
EXHIBIT E
DRAWN BY
AKB
CHECKED BY
NWS
PROJECT NO.
BUTHAM1605
DATE
08-18-2016
SHEET NUMBER

LEGEND

Phase

I.	①	The Playscape	\$703,558	
I.	②	The Terrace	\$879,505	
I.	③	The Grove	\$131,006	
I.	④	The Great Lawn	\$431,759	
I.	⑤	The Promenade	\$366,615	
I.	⑥	The Bosque	\$1,053,157	Phase 1
			\$3,565,600	
II.	⑦	The Oasis	\$1,343,739	
II.	⑧	The Riverview Pavilion	\$1,988,896	
II.	⑨	The Gardens	\$346,675	Phase 2
			\$3,688,310	
III.	⑩	The Strip	\$1,316,038	Phase 3
			\$1,316,038	



CITY OF HAMILTON, OHIO
DAYTON STREET STREETScape

BID TABULATION

REF NO.	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	QUANTITY	UNIT PRICE	TOTAL PRICE	DAYTON STREET		RIVERFRONT PLAZA	
								UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ROADWAY											
1	201	CLEARING AND GRUBBING	LUMP	1	1.00	\$7,500.00	\$7,500.00			\$7,500.00	\$7,500.00
2	202	PAVEMENT REMOVED, AS PER PLAN	SQ YD	48	48.00	\$12.50	\$600.00			\$12.50	\$600.00
3	202	PAVEMENT REMOVED, ASPHALT, AS PER PLAN (BRICK PAYER AREAS)	SQ YD	1948	2980.00	\$12.50	\$24,450.00			\$12.50	\$24,450.00
4	202	PAVEMENT REMOVED, ASPHALT, AS PER PLAN (FULL DEPTH ASPHALT AREAS)	SQ YD	764	794.00	\$12.50	\$9,800.00			\$12.50	\$9,800.00
5	202	WALK REMOVED	SQ FT	8435	1000.00	\$1.00	\$8,435.00			\$1.00	\$8,435.00
6	202	STEPS REMOVED	FT	5	5.00	\$5.00	\$25.00			\$5.00	\$25.00
7	202	CURB REMOVED	FT	1050	900.00	\$2.00	\$2,100.00			\$2.00	\$2,100.00
8	202	PIPE REMOVED, 24" AND UNDER	FT	10	10.00	\$10.00	\$100.00			\$10.00	\$100.00
9	202	PIPE REMOVED, 24" AND UNDER	FT	332	332.00	\$25.00	\$8,300.00			\$25.00	\$8,300.00
10	202	MANHOLE REMOVED	EACH	1	1.00	\$725.00	\$725.00			\$725.00	\$725.00
11	202	CATCH BASIN REMOVED	EACH	11	11.00	\$475.00	\$5,225.00			\$475.00	\$5,225.00
12	202	MANHOLE ABANDONED	EACH	1	1.00	\$465.00	\$465.00			\$465.00	\$465.00
13	202	REMOVAL MISC.: ROUND TOP CURB REMOVED	FT	0	0.00	\$4.00	\$0.00			\$4.00	\$0.00
14	202	REMOVAL MISC.: RAILROAD TIE / LANDSCAPING TIMBERS REMOVED	FT	0	0.00	\$10.00	\$0.00			\$10.00	\$0.00
15	204	SUBGRADE COMPACTION	SQ YD	2476	2980.00	\$1.50	\$3,714.00			\$1.50	\$4,440.00
16	204	PROF ROLLING	HR	1	1.00	\$95.00	\$95.00			\$95.00	\$95.00
17	608	CONCRETE STEPS, TYPE B	FT	5	5.00	\$90.00	\$450.00			\$90.00	\$450.00
18	608	CURB RAMP, AS PER PLAN	EACH	16	16.00	\$780.00	\$12,480.00			\$780.00	\$12,480.00
19	SPEC	CLAY BRICK PAVERS (PEDESTRIAN)	SQ FT	12822	10350.00	\$17.00	\$217,974.00			\$17.00	\$175,950.00
20	SPEC	EXTERNAL PADLOCKING REMOVABLE BOLLARD	EACH	8	8.00	\$2,600.00	\$20,800.00			\$2,600.00	\$20,800.00
EROSION CONTROL											
21	659	SEEDING AND MULCHING	SQ YD	101	101.00	\$20.00	\$2,020.00			\$20.00	\$2,020.00
22	659	REPAIR SEEDING AND MULCHING	SQ YD	5	5.00	\$1.00	\$5.00			\$1.00	\$5.00
23	659	INTER-SEEDING	SQ YD	5	5.00	\$0.01	\$0.05			\$0.01	\$0.05
24	659	COMMERCIAL FERTILIZER	TON	0.01	0.01	\$750.00	\$7.50			\$750.00	\$7.50
25	659	LIME	ACRE	0.02	0.02	\$200.00	\$4.00			\$200.00	\$4.00
26	659	WATER	M GAL	1	1.00	\$1.00	\$1.00			\$1.00	\$1.00
27	832	EROSION CONTROL	EACH	3500	3500.00	\$1.00	\$3,500.00			\$1.00	\$3,500.00
DRAINAGE											
28	811	4" CONDUIT, TYPE E, 707.32	FT	150	150.00	\$12.00	\$1,800.00			\$12.00	\$1,800.00
29	811	6" CONDUIT, TYPE E, 707.32	FT	150	150.00	\$12.00	\$1,800.00			\$12.00	\$1,800.00
30	811	8" CONDUIT, TYPE B	FT	13	13.00	\$59.00	\$767.00			\$59.00	\$767.00
31	811	8" PVC SDR-35 FOR SWAMP DRAIN (GASKETED)	FT	300	300.00	\$26.00	\$7,800.00			\$26.00	\$7,800.00
32	811	10" CONDUIT, TYPE B	FT	44	44.00	\$80.00	\$3,520.00			\$80.00	\$3,520.00
33	811	12" CONDUIT, TYPE B	FT	120	100.00	\$92.00	\$9,840.00			\$92.00	\$9,840.00
34	811	15" CONDUIT, TYPE B	FT	44	44.00	\$125.00	\$5,500.00			\$125.00	\$5,500.00
35	811	12" SLOTTED DRAIN, TYPE 1, AS PER PLAN	FT	900	0.00	\$150.00	\$0.00			\$150.00	\$0.00
36	811	CATCH BASIN, NO. 6	EACH	7	2.00	\$1,900.00	\$13,300.00			\$1,900.00	\$13,300.00
37	811	CATCH BASIN, NO. 6, AS PER PLAN	EACH	6	4.00	\$1,950.00	\$11,700.00			\$1,950.00	\$11,700.00
38	811	MANHOLE, NO. 3	EACH	3	3.00	\$2,800.00	\$8,400.00			\$2,800.00	\$8,400.00
39	811	MANHOLE ADJUSTED TO GRADE	EACH	1	1.00	\$600.00	\$600.00			\$600.00	\$600.00
41	811	SWAMP DRAIN LINE CLEANOUT (INCLUDES VERTICAL PIPE AND ELBOW)	EACH	4	0.00	\$300.00	\$0.00			\$300.00	\$0.00
42	811	SLOTTED DRAIN CLEANOUT	EACH	6	0.00	\$500.00	\$0.00			\$500.00	\$0.00
PAVEMENT											
43	254	PAVEMENT PLANNING, ASPHALT CONCRETE	SQ YD	250	250.00	\$6.50	\$1,625.00			\$6.50	\$1,625.00
44	301	ASPHALT CONCRETE BASE, PG64-22	SQ YD	80	80.00	\$160.00	\$12,800.00			\$160.00	\$12,800.00
45	304	AGGREGATE BASE	SQ YD	300	300.00	\$48.50	\$14,550.00			\$48.50	\$14,550.00
46	305	8" CONCRETE BASE, AS PER PLAN	SQ YD	2250	2000.00	\$66.80	\$131,600.00			\$66.80	\$131,600.00
47	407	SPECIAL - TACK COAT, TRACKLESS TACK	GALLON	119	119.00	\$4.50	\$535.50			\$4.50	\$535.50
48	407	SPECIAL - TACK COAT, TRACKLESS TACK FOR INTERMEDIATE COURSE	GALLON	64	64.00	\$4.50	\$288.00			\$4.50	\$288.00
49	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	CU YD	20	66.00	\$165.00	\$3,300.00			\$165.00	\$3,300.00
50	50	ASPHALT CONCRETE SURFACE COURSE, TYPE 2, (448)	CU YD	20	77.00	\$155.00	\$3,100.00			\$155.00	\$3,100.00
51	609	COMBINATION CURB AND GUTTER, TYPE 2, (448)	FT	10	10.00	\$35.00	\$350.00			\$35.00	\$350.00
52	609	CURB, TYPE 6	FT	50	900.00	\$17.00	\$850.00			\$17.00	\$850.00
53	609	CURB, TYPE 6, AS PER PLAN	FT	800	50.00	\$15.00	\$13,500.00			\$15.00	\$13,500.00

CITY OF HAMILTON, OHIO
DAYTON STREET STREETSCAPE

BID TABULATION

REF NO.	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
54	609	CURB, MISC.: ROUND TOP CURB	FT	0	0.00	\$20.00	\$0.00	\$20.00	\$0.00
55	609	MODIFIED TYPE "A" CURB AND GUTTER	FT	50	50.00	\$26.00	\$1,300.00	\$26.00	\$1,300.00
56	613	LOW STRENGTH MORTAR BACKFILL	CU YD	4	4.00	\$90.00	\$360.00	\$90.00	\$360.00
57	SPEC	CLAY BRICK PAVERS (ROADWAY)	SQ YD	2250	2900.00	\$107.00	\$240,750.00	\$107.00	\$214,000.00
58	SPEC	CONCRETE EDGE RESTRAINT (REINFORCED)	FT	96	96.00	\$46.00	\$4,416.00	\$46.00	\$4,416.00
59	SPEC	CONCRETE EDGE RESTRAINT (NON-REINFORCED)	FT	13	13.00	\$35.00	\$455.00	\$35.00	\$455.00
60	SPEC	IRRIGATION SYSTEM	LUMP	1	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
72	625	LIGHTING / ELECTRICAL	EACH	1	1.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
111	630	TRAFFIC CONTROL	FT	1	1.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
124	683	TOPSOIL FURNISHED AND PLACED	CU YD	87	87.00	\$47.00	\$4,089.00	\$47.00	\$4,089.00
125	681	PERENNIALS, AS PER PLAN	EACH	254	254.00	\$14.00	\$3,556.00	\$14.00	\$3,556.00
126	661	DECIDUOUS TREE, 2" CALIPER, AS PER PLAN	EACH	10	10.00	\$350.00	\$3,500.00	\$350.00	\$3,500.00
127	681	DECIDUOUS TREE, 2-1/2" CALIPER, AS PER PLAN	EACH	18	18.00	\$375.00	\$6,750.00	\$375.00	\$6,750.00
129	602	LANDSCAPE WATERINGS	GALLON	30000	30000.00	\$0.25	\$7,500.00	\$0.25	\$7,500.00
132	SPEC	3 X 5 TREE GRATE AND FRAME	EACH	8	8.00	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00
133	SPEC	5 X 5 TREE GRATE AND FRAME	EACH	10	10.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00
134	616	WATER	M GAL	5	5.00	\$75.00	\$375.00	\$75.00	\$375.00
135	614	MAINTAINING TRAFFIC	LUMP	1	1.00	\$9,700.00	\$9,700.00	\$9,700.00	\$9,700.00
136	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	1.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
137	624	MOBILIZATION	LUMP	1	1.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
146	SPEC	CONTINGENCY	LUMP	75000	75000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00
				TOTAL BASE BID			\$1,248,626.05		\$1,030,428.05

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: Ordinance to Vacate a Portion of the Main Street Alley, located in the First Ward South Side, City of Hamilton, Butler County, Ohio (City of Hamilton, 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 type="checkbox"/> I Increase property values <input type="checkbox"/> D Decrease vacant structures <input 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
Ordinance or Resolution <i>Ordinance</i>	<input checked="" type="checkbox"/> 1 st Reading Date: 9-14-2016 <input checked="" type="checkbox"/> 2 nd Reading Date: 9-28-2016 <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): Resolution of Intent to Vacate: 8-24-2016 Planning Commission: 11-2-2015	
Contract	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: No General Fund: \$200.00 Other Funds: \$ 0.00	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to Vacate a Portion of the Main Street Alley, located in the First Ward South Side, City of Hamilton, Butler County, Ohio?

Policy Alternatives

Council may choose to not Vacate a Portion of the Main Street Alley, located in the First Ward South Side, City of Hamilton, Butler County, Ohio.

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 Vacate a Portion of the Main Street Alley, located in the First Ward South Side, City of Hamilton, Butler County, Ohio.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton
- Codified Ordinance No. 167.07 Vacation of City Streets, Alleys or other Public Property



Fiscal Impact Summary

The City's current fiscal impact includes any staff time allotted to the application to Vacate a Portion of the Main Street Alley, located in the First Ward South Side, City of Hamilton, Butler County, Ohio estimated at approximately \$200.00.

Introduction

The City of Hamilton has submitted a request to vacate a portion of the Main Street Alley that runs between Main Street to the north and Ross Avenue to the south. The Petition for vacation is attached as Exhibit A. The portion of the Main Street Alley proposed for vacation will be used for the furtherance of economic development efforts on Main Street and Rossville business district properties. The vacated portion of the Main Street Alley will be incorporated into a joint improvement project between the City of Hamilton, CORE Fund and Community First Solutions/Partners in Prime as shown on Exhibit B. The abutting property owners, CORE Fund and Community First Solutions, are aware and in support of the proposed partial alley vacation.

The proposed alley vacation has been reviewed and approved by the City of Hamilton Interdepartmental Review (IDR) Committee (Exhibit C). There are a number of existing utilities in the area therefore the City of Hamilton is requesting that a sixteen and one-half (16.5') feet wide utility easement be provided maintained over the entire portion of the vacated alley.

Public Hearing notices of the Planning Commission meeting were mailed to all adjacent property owners within 200 feet of the right-of-way subject to vacation. The Planning Commission held a public hearing, reviewed and approved the proposed partial alley vacation subject to conditions. City Council approved a Resolution of Intent to Vacate a portion of the Main Street alley right-of-way on August 24, 2016.

Recommendation

The Planning Commission held a public hearing on the request to vacate a portion of the Main Street Alley right-of-way on November 2, 2015. The Planning Commission approved the proposed partial alley vacation, subject to conditions, and recommend that City Council adopt a Resolution of Intent to vacate a portion of the Main Street Alley, located in the First Ward South Side, with the following recommendations:

1. That the City Council waive its right to a hearing before the Board of Revisions and Assessments because the petition for vacation has been submitted by the City of Hamilton; and,
2. That City Council waive the requirement for an Appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton; and,
3. The City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton; and,
4. The City of Hamilton is requesting that a sixteen and one-half (16.5') feet wide utility easement be provided and maintained over the entire portion of the vacated alley.

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and adopts an Ordinance to Vacate a portion of the Main Street Alley right-of-way, located in the First Ward South Side, subject to the above four (4) conditions.

Attached Information

- Exhibit A - Petition to Vacate a Portion of the Main Street Alley
- Exhibit B - Main Street Corridor Revitalization Concept
- Exhibit C - Main Street Alley IDR Approval

Copies Provided to:

Rich Engle, Public Works Director





Founded 1791

Department of Public Works

Office of the Director

City of Hamilton, Ohio
Hamilton Municipal Building
345 High Street, Suite 520
Hamilton, Ohio 45011
Telephone 513 785-7280
FAX 513 785-7269
www.hamilton-city.org

October 5, 2015

Honorable Mayor Moeller and Members of City Council
City of Hamilton

RE: Vacation of a portion of Main Street Alley

Dear Honorable Mayor Patrick Moeller and Members of the City Council:

The Public Works Department respectfully requests vacation of a portion of Main Street Alley between South C Street and South D Street as shown on attached aerial map.

In furtherance of economic development efforts on Main Street and in Rossville as a whole, it is desirable to vacate a portion of the existing Main Street alley to allow for lot combination and redevelopment opportunities.

Any such vacation will be subject to the continuance of any existing utility easements that exist in the right of way. The attached map illustrates the limits of the requested vacation of the Main Street alley.

If additional information is needed, please contact me at 785-7273. Thank you.

Respectfully submitted,

Richard A. Engle, P.E.
Director of Public Works/City Engineer



City of Hamilton, Ohio
City of Hamilton, Ohio

The information contained in this map is a public resource for general information and is provided for use only as a graphical representation. The City of Hamilton makes no warranty to the content, accuracy, or completeness of the information contained herein and assumes no liability for any errors. Any reliance on this information is the exclusive risk of the user.



Date: 10/8/2015
 1 inch = 94 feet



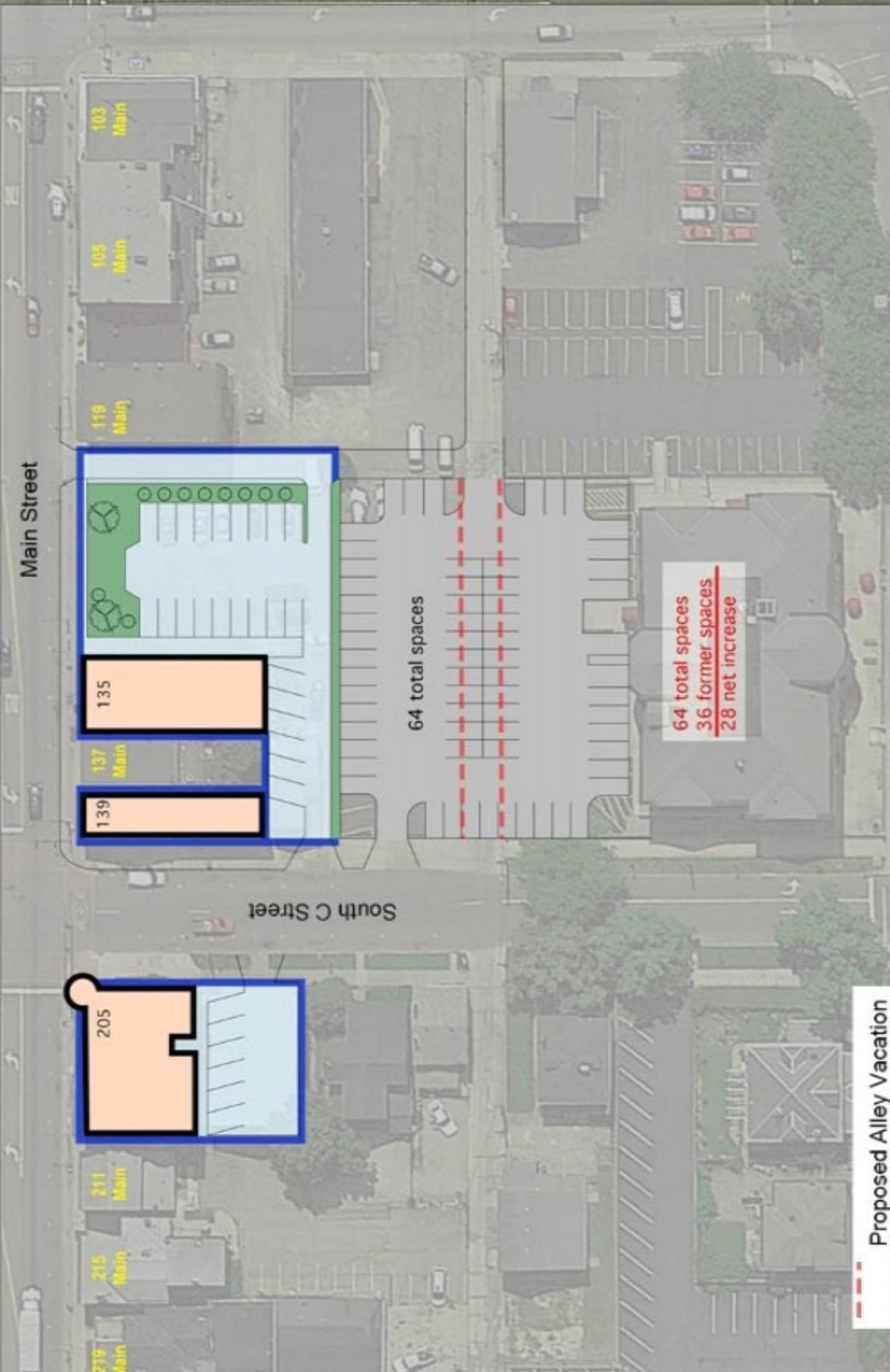


City of Hamilton, Ohio
City of Hamilton, Ohio

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1 inch = 94 feet

Date: 10/8/2015



Main Street

South C Street

64 total spaces

64 total spaces
 36 former spaces
 28 net increase

Proposed Alley Vacation

Main Street Corridor Revitalization

Hamilton, Ohio
 Sept 2015



HAMILTON, OHIO
CORE
 An Enterprise for Prosperity in
 Hamilton's City Center

COMMUNITY DEVELOPMENT DEPARTMENT
CONSTRUCTION SERVICES DIVISION
CERTIFICATE OF PLAN APPROVAL

Date Plans Submitted: **10/15/2015**

Date Plans Reviewed: **11/24/2015**

Project Address: **140 ROSS AVE**

Ph: **(513) 785-7000**

Project / Owner Name: **VACATE ALLEY**

Applicant: **CITY OF HAMILTON**

FX:

Project Description: **ALLEY TO REAR**

Application #: **A153489**

Plan Review #: **A153490**

Review # **1**

The construction documents for this permit have been reviewed for code compliance and **have been approved**. This approval is subject to the following conditions:

Department	Date to	No Object	Object	Date from	Remarks
Zoning / Planning John Creech 785-7355	10/15/2015	JMC		11/4/2015	REVIEWED AND APPROVED BY PLANNING COMMISSION ON 11/2/2015 SUBJECT TO CONDITIONS: 1. That the City Council waive its right to a hearing before the Board of Revisions and Assessments because the petition for vacation has been submitted by the City of Hamilton; and, 2. That City Council waive the requirement for an Appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton; and, 3. The City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton; and, 4. The City of Hamilton is requesting that a sixteen and one-half (16.5') feet wide utility easement be provided and maintained over the entire portion of the vacated alley.
Fire Ken Runyan 785-7506	10/15/2015	KLR		10/23/2015	
Electric Craig Marcum 785-7240	10/15/2015	CDM		10/22/2015	NOTES: WE WILL NEED A SIGNED EASEMENT BY THE AUTHORIZING PARTY FOR ELECTRICAL LINES RUNNING THROUGH THE VACATIONS AREA. A FULL DESCRIPTION OF THAT EASEMENT AND PARAMETERS WILL BE DRAWN UP BY THE LAW DEPT.10/22/2015 CDM
Utilites Gas/Wtr/Se Joy Rodenburgh 785-7283	10/15/2015	JFR		10/16/2015	NO OBJECTIONS
Public Works Rich Engle 785-7273	10/15/2015	PRY/KB		10/19/2015	NO OBJECT/ ALL PARTIES AFFECTED BY THIS ALLEY VACATION NEED TO BE CONTACTED. FOR EXAMPLE, THE CHURCH AT THE OTHER END OF THE ALLEY, CLARKS ETC. THEY WILL BE AFFECTED AND WE SHOULD GET THEIR INPUT/MAKE THEM AWARE.
Envir. Services Darla Bokeno 785-7211	10/15/2015	DSB		10/16/2015	

Department	Date to	No Object	Object	Date from	Remarks
------------	---------	-----------	--------	-----------	---------

Ken Rivera, Building Official

By: _____

If you have any questions concerning any of the attached information you may contact **John Creech**.

Telephone # **513.785.7355**

Email **john.creech@hamilton-oh.gov**

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF THE MAIN STREET ALLEY RIGHT OF WAY, LOCATED IN THE FIRST WARD SOUTH SIDE OF THE CITY OF HAMILTON, BUTLER COUNTY, OHIO. (City of Hamilton, Applicant)

WHEREAS, pursuant to Resolution No. R2016-8-32, adopted on August 24, 2016 by the Council of the City of Hamilton, Ohio, the City declared its Intent to Vacate a portion of the Main Street Alley Right of Way, subject to conditions, based on a request submitted by the City of Hamilton; and

WHEREAS, the City of Hamilton has requested to vacate a portion of the Main Street Alley Right of Way, situated in the First Ward South Side of the City of Hamilton, Butler County, Ohio; and

WHEREAS, said portion of the Main Street Alley Right of Way proposed for vacation is approximately sixteen and one-half (16.5') feet in width and one-hundred and sixty-five (165') feet in length and runs east-west between South B Street and South C Street; and

WHEREAS, the request for said Main Street Alley Right of Way vacation was reviewed by all City of Hamilton departments through Interdepartmental Review and was approved subject to conditions; and

WHEREAS, all of the owners of property located within 200 feet of the area in question were notified of a public hearing held by the Hamilton Planning Commission on November 2, 2015, regarding the proposed alley right of way vacation; and

WHEREAS, the City of Hamilton Planning Commission considered the foregoing vacation request and did recommend that the above described portion of the Main Street Alley Right of Way be vacated, subject to the following four (4) conditions;

1. That the City Council waive its right to a hearing before the Board of Revisions and Assessments because the petition for vacation has been submitted by the City of Hamilton; and,
2. That City Council waive the requirement for an Appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton; and,
3. That City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton; and,
4. The City of Hamilton is requesting that a sixteen and one-half (16.5') feet wide utility easement be provided and maintained over the entire portion of the vacated alley.

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

SECTION I: That Council does hereby vacate a portion of the Main Street Alley Right of Way, approximately sixteen and one-half (16.5') feet in width and one-hundred and sixty-five (165') feet in length that runs east-west between South C Street and South B Street between City Lot Nos. 29552 ENT, 29397 ENT, 1548 W42, 1548 E38, situated in the First Ward South Side of the City of Hamilton, Butler County, Ohio, as documented and designated on Exhibit No. 1 attached hereto, incorporated herein by reference and made a part hereof, heretofore approved by the Planning Commission of the City of Hamilton, Ohio, subject to the following conditions:

1. That the City Council waive its right to a hearing before the Board of Revisions and Assessments because the petition for vacation has been submitted by the City of Hamilton; and,
2. That City Council waive the requirement for an Appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton; and,
3. That City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton; and,

Ordinance No. _____ (cont'd)

- 4. The City of Hamilton is requesting that a sixteen and one-half (16.5') feet wide utility easement be provided and maintained over the entire portion of the vacated alley.

SECTION II: That all persons whose property bounds and abuts upon the aforesaid portion of said Right of Way affected by the proposed vacation and who have not waived service shall be served with notice of the passing of this ordinance.

SECTION III: That the Director of Finance shall cause notice of the passage of this ordinance to be published as required by law unless all of the adjoining property owners have otherwise waived such notice.

SECTION IV: That said vacation shall be subject to the rights of any public utility pursuant to Section 723.041 of the Ohio Revised Code and to the rights of any lot owner pursuant to Section 723.08 of the Ohio Revised Code.

SECTION V: That the City Clerk is hereby directed to certify a copy of this ordinance to the County Auditor of Butler County, Ohio for inclusion of the vacated property on the tax duplicate of the abutting property owners.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

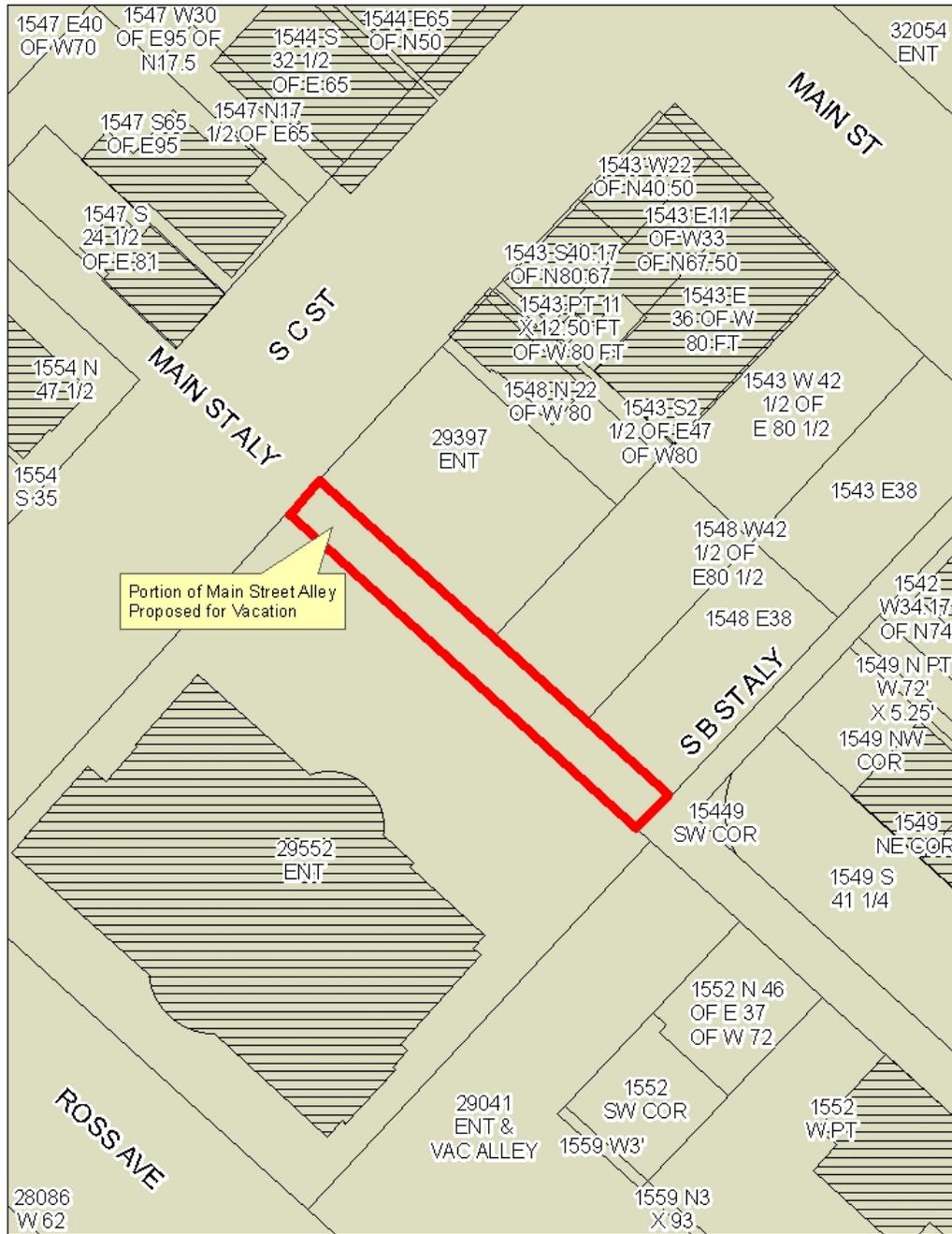
City Clerk

CERTIFICATE

I, Nicholas 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: _____.

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Exhibit No. 1



City Council Meeting Staff Report

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

Report From: Marcos Nichols, Department of Human Resources

Agenda Item: Report regarding an Ordinance to amend Section 181.36 regarding the City of Hamilton's Tuition Reimbursement Program

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 <i>Ordinance</i>	1 st Reading Date: 9-14-16 2 nd Reading Date: 9-28-16 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):	
Contract	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: Expenditure: TBD Source Funds: Various City Funds	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation to reinstate the City's Tuition Reimbursement Program to allow for professional development opportunities for City employees?

Policy Alternative(s)

Council may choose not to adopt such legislation to reinstate the City's Tuition Reimbursement Program.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to reinstitute the Tuition Reimbursement Program to allow for professional development opportunities for City employees.

Statutory/Policy Authority

- Section 3.01(A)(4), Powers of Council, of the Charter of the City of Hamilton
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.



Fiscal Impact Summary

The proposed maximum annual amount of reimbursement is \$2,400 per employee. The reimbursement can be for any course of study offered by an accredited institution which is related to the duties and responsibilities of the employee's current position within the City or a position that would represent a promotion for the employee. Please refer to Administrative Directive 206-9-19-16 (Tuition Reimbursement Program) for further detailed information and guidelines regarding this policy.

Background Information

On November 28, 2012, Council adopted an Ordinance to repeal Section 181.36 regarding the Tuition Reimbursement Program.

Since that time, only members of the Fire Division have had the opportunity to receive tuition reimbursement due to specific language in their collective bargaining agreement. Tuition reimbursement is a recognized tool to assist in the development of personnel to enable them to move into areas of increased responsibility within the organization. For example, our Electric Utility staff could use this tuition reimbursement program in order to reach the highest level of certification offered by the American Public Power Association through its RP3 program. Additionally, a well-defined and administered tuition reimbursement program serves to improve the succession planning of the organization as a whole.

Per the recommendation from the Department of Human Resources, Council is requested to implement the Tuition Reimbursement Program.

Attached Information

Draft Administrative Directive

Copies Provided to:

N/A



CITY OF HAMILTON, OHIO

No. 206

ADMINISTRATIVE DIRECTIVE

Effective Date: 9-19-16

Supersedes No. 206 dated 5/21/99

Approved by: Joshua A. Smith,
City Manager

SUBJECT: TUITION REIMBURSEMENT PROGRAM

PURPOSE: The City of Hamilton is committed to the educational development of City employees. The tuition reimbursement program has been designed to promote continuing education by offering financial assistance to employees for job-related courses/degrees.

1. Policy.

- a. **Employees must submit a new Employee Eligibility Form for each course.**
- b. The City may reimburse employees a percentage based on a grade achieved, up to two (2) courses per term (quarter or semester). Payment will not be made for travel to and from the course, time spent in class, or study materials purchased for the class.
- c. The annual maximum benefit is \$2,400.00 per employee.
- d. Percent Reimbursement

Undergraduate		Graduate	
Grade	Percent	Grade	Percent
A	90%	A	90%
B	75%	B	75%
C	50%		

A pass/fail course will be reimbursed at 50% if passed

- e. Eligible expenses:
 - i. Tuition
 - ii. General Lab Fees

2. Eligibility.

- a. **Employee Eligibility.** To qualify for tuition reimbursement benefits, employees must meet the following criteria:
 - i. Successful completion of the initial probationary period for your position.
 - ii. One (1) year or more of continuous, permanent, full-time service and at the time of reimbursement a permanent, full-time employee.
 - 1. If the employee is a full-time employee and changes to any status other than permanent full-time, they will no longer be eligible for the program.
 - iii. Satisfactory job performance
 - iv. Working for the City at the time of enrollment; and, except in special situations in which a leave of absence is granted, continued to work for the duration of the course.
 - v. Workers on sick leave, injury leave, workers compensation, or similar paid or unpaid leave are not eligible for this program.
 - vi. Employees may continue a course which began before the leave commenced, but may not enroll in a course while on leave.
- b. **Funding Selection Criteria.** Available funds will be allocated on a first come first serve basis.

- i. Applications will be accepted beginning on the dates listed in the following schedule:
 1. Fall – June 1
 2. Winter – October 1
 3. Spring – January 1
 4. Summer – March 1
- ii. The application date determines the order of consideration for funding.
- iii. All eligible funds will be budgeted for the Fiscal Year through the budget process.

3. Eligibility.

- a. **Job-Relatedness.** The course/degree must be job related or related to the employee's current position or to future City development and promotion. To be considered job-related, a course/degree must meet the following requirements:
 - i. The course or degree must improve or maintain job-related skills. (Example: Accounting Assistant taking an accounting course.)
 - ii. The course is a core or an elective required to complete an approved degree. (Exception: Courses that are extensions of games, hobbies, or other leisure activities are not eligible for tuition reimbursement even if they would otherwise qualify as core or elective courses.)
 - iii. The Tuition Reimbursement Program will not be available to provide a degree needed to qualify a person for a profession outside a career path with the City of Hamilton
 - iv. Courses are to be taken during non-working hours when possible.
- b. **Eligible Institutions.** Courses taken in pursuit of degrees must be taken from an accredited institution (that has been accredited by an agency approved by the US Department of Education).

4. Duplication of Benefits.

- a. Duplication of benefits is prohibited. The City will not reimburse fees for a program of study for which the employee has received a scholarship, grant or subsidy to the extent of such aid. The total received by the employee from all sources cannot exceed the cost of the course.
- b. If an employee takes a course costing \$1,000.00 and receives an "A", the City would reimburse the employee \$900.00. If the employee obtained grants or scholarships for this same course in the amount of \$500.00, the City would reimburse the employee \$500.00. The employee can reduce his or her cost, as well as the City's cost, by obtaining grants and scholarships.
- c. Violation of this provision is a serious offense and may result in termination of the employee from City service.

5. Recovery.

- a. If employment with the City is voluntarily, or involuntarily, terminated (except through a Reduction in Force [RIF]) within two (2) calendar years from completion of a course for which reimbursement was received, the employee must repay the City all the payments made to the employee during the two (2) year period prior to the termination date.
- b. In order to recover the amount due, the City may deduct wages, vacation pay, or any other moneys owed to the employee by reason of employment from the employee's final paycheck. If the amount deducted by the City is less than the total amount due, the

employee will pay the remaining balance in a lump sum within ninety (90) days of the termination date.

6. Tax Consideration.

- a. The City of Hamilton will observe current Federal and State tax laws relative to the taxability of tuition reimbursement. If the tuition reimbursement is taxable income, the City is required to withhold taxes from the reimbursement.

7. Procedure.

- a. The employee must complete **the Tuition Reimbursement Employee Eligibility Form** and forward to his or her supervisor. The supervisor may approve that the employee is eligible for the tuition reimbursement program and recommend approval or disapproval of the application.
- b. The **Tuition Reimbursement Employee Eligibility Form** is sent to the Appointing Authority for approval.
- c. Monies to be used for tuition reimbursement purposes will be budgeted and accounted for, using the City's HR/Payroll system.
- d. The **Tuition Reimbursement Employee Eligibility Form** is then sent to the City Manager, or designee, for final approval.
- e. The **Tuition Reimbursement Employee Eligibility Form** is returned to the employee and uploaded to their profile on the HRIS system.
- f. Following successful completion of the course, the employee completes the **Tuition Reimbursement Request Form**, attaches the appropriate documentation for grade and receipt verification, and forwards to his or her supervisor. **This must be done within ninety (90) days of the end of the term.**
- g. The supervisor reviews the **Tuition Reimbursement Request Form** for completeness and appropriate documentation, then forwards to the Appointing Authority for signing. The Appointing Authority forwards the **Tuition Reimbursement Request Form**, the purchase order, and appropriate documentation to the finance department for issuance of payment to the employee. **Payment should be made within thirty (30) days of receipt of the completed documents.**

8. Employee Responsibilities.

- a. An employee shall advise his or her supervisor of an intention to seek Employee Educational Assistance.
- b. Each employee shall ensure that the course/degree in which enrollment is sought is job-related and is applicable to positions reasonably attainable within the City of Hamilton.
- c. Each employee shall assure that the number of credits or courses requested will not negatively affect work performance.
- d. An employee shall complete the **Tuition Reimbursement Employee Eligibility Form** and submit the form to their supervisor for initial review prior to beginning classes. **If the employee does not receive approval before beginning their classes, they will not receive reimbursement.**
- e. The employee shall complete the **Tuition Reimbursement Request Form** and submit the form to the supervisor for payment processing. Copies of the bills for tuition and required textbooks and a copy of the employee's report card or transcript must be attached to the **Tuition Reimbursement Request Form.**
- f. The employee will also verify that the requested courses are scheduled during non-working hours or that he or she can be released from work to attend the course and has sufficient accumulated leave to cover such absences.

- g. The employee must contact his or her supervisor if any of the following occurs:
 - i. The employee is withdrawing from a course.
 - ii. The employee has received a grade of Incomplete or no grade.
- h. All information and/or forms submitted by the employee, in order to secure tuition reimbursement, will be true and accurate. Any misrepresentation contained on the form shall be grounds for disciplinary action up to, and including, dismissal.

9. Supervisor Responsibilities.

- a. The supervisor shall confirm that the employee is eligible to apply for tuition reimbursement.
- b. Each supervisor shall forward the **Tuition Reimbursement Employee Eligibility Form** to the employee's appointing authority.
- c. After signing the application, the appointing authority shall forward that application to the Office of the City Manager for final approval.
- d. A supervisor shall maintain a record of employee's use of tuition reimbursement sufficient to determine employee's liability upon termination.
- e. A supervisor shall contact the finance department, in writing, to arrange for recovery of reimbursements if the employee has terminated employment with the City of Hamilton within two (2) years of receiving moneys from the tuition reimbursement program.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 181.36 OF THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO, RELATIVE TO THE TUITION REIMBURSEMENT PROGRAM.

WHEREAS, in 2012, OR2012-11-86 adopted by Council on November 28, 2012 repealed section 181.36. City Administration recommends repealing OR2012-11-86 as it pertains to Section 181.36 and reinstating Section 181.36 of the Codified Ordinances of the City of Hamilton, Ohio;

WHEREAS, Council determines it to be in the best interests of the City to reinstitute the Tuition Reimbursement Program and repeal OR2012-11-86 for the reasons set forth above.

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

SECTION I: That Section 181.36 of the Codified Ordinances of the City of Hamilton, Ohio, relative to the Tuition Reimbursement Program, is hereby amended to be and read as set forth in Exhibit No. 1 attached hereto and incorporated herein.

SECTION II: That OR2012-11-86 as adopted by the Council of the City of Hamilton, Ohio on November 28, 2012 as it pertains to Section 181.36, and that section only, be and is hereby repealed. OR2012-11-86 as it pertains to Sections 181.16 and 181.35 shall continue in effect and those sections remain repealed.

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

Ordinance No. _____ (cont'd)

Exhibit No. 1

PART ONE – ADMINISTRATIVE CODE

TITLE FIVE – ADMINISTRATIVE

CHAPTER 181 – EMPLOYEE FRINGE BENEFITS

Sec. 181.36 TUITION REIMBURSEMENT PROGRAM.

There is hereby established a Tuition Reimbursement Program whereby a City employee may be reimbursed up to an annual, maximum amount of two thousand four hundred dollars (\$2,400.00) for any course of study which is offered by an accredited institution and which is related to the duties and responsibilities of the employee's current position within the City or of a position which would constitute a promotion for such employee.

The City Manager shall establish by way of an Administrative Directive, specific criteria and regulations relating to the method of reimbursement, eligibility, application procedures, recovery of reimbursements, employee and appointing authority responsibilities, or any other matter impacting upon the administration and benefits of the Program.

City Council Meeting Staff Report

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

Report From: Marcos Nichols, Department of Human Resources

Agenda Item: Report regarding an Ordinance to amend Section 181.37 regarding the City of Hamilton's Relocation Assistance Program

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 <i>Ordinance</i>	1 st Reading Date: 9-14-16 2 nd Reading Date: 9-28-16 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):	
Contract	<input type="checkbox"/> Contract Required	
Fiscal Impact	<input type="checkbox"/> Additional Document(s) Attached	
Budgeted: \$ Expenditure: \$TBD Source Funds: Various City Funds		<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation to implement a Relocation Assistance Program to allow greater flexibility in increasing the recruitment area for certain key positions?

Policy Alternative(s)

Council may choose not to adopt such legislation to implement a Relocation Assistance Program, and maintain current recruitment efforts.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to implement a Relocation Assistance Program to facilitate future recruitments, which may include candidates from all over the Country.

Statutory/Policy Authority

- Section 3.01 (A)(4), Powers of Council, of the Charter of the City of Hamilton.
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.



Fiscal Impact Summary

The proposed maximum amount of reimbursement is \$3,500 for Tier 2 eligible employees (supervisory or responsible administrative roles) and \$7,500 for Tier 1 eligible employees (Department Directors and Department Chiefs). Please refer to Administrative Directive 341-9-19-16 (Relocation Assistance) for further detailed information and guidelines regarding this policy.

Background Information

Currently, there is no policy regarding a Relocation Assistance Program. This potentially limits the recruitment area from which the City can draw for certain positions. To ensure that the City can stay competitive with recruitments, the Department of Human Resources recommends implementing a Relocation Assistance Program that will assist in recruitments for positions on a nationwide level and not just locally, by providing a relocation reimbursement program.

The Relocation Assistance Program will be available only for designated high level positions within the organization that require a broader recruitment area.

Attached Information

Draft Relocation Assistance Program document.

Copies Provided to:

N/A



CITY OF HAMILTON, OHIO

No. 341

ADMINISTRATIVE DIRECTIVE

Effective Date: 9-19-16

Approved by: Joshua A. Smith,
City Manager

SUBJECT: RELOCATION ASSISTANCE

PURPOSE: The City of Hamilton may reimburse employees for relocation expenses subject to the policies and limitations herein. Eligibility is limited to employees hired for Director, Chief, or a supervisory position.

POLICY: It is the policy of the City of Hamilton to reimburse reasonable relocation expenses only after efforts for a local placement have been thoroughly explored and it becomes necessary to employ management level personnel whose residence at the time of employment is located more than 50 miles from the City of Hamilton's corporate boundary or City facility (when over 70% of work will be conducted at the specified facility).

1. Eligibility

- a. Tier 1
 - i. Positions that are distinguished as Department Directors or Department Chiefs comprise Tier 1.
- b. Tier 2
 - i. Positions that are distinguished as supervisory or responsible administrative roles comprise of tier 2. This includes jobs for which the City Manager has designated as critical to the City's mission.

2. Reimbursable Expenses

- a. Interview Travel Expenses – Tier 1
 - i. Actual and reasonable travel expenses will be provided or reimbursed for candidates for such positions who are outside the 50-mile radius for interviews initiated at the City's request. Such travel costs shall be limited to the following:
 1. The lesser of common airline carrier rates or the established City mileage rate for automobile use; and
 2. If necessary, lodging from the day of the interview to the end of the final interview, when those days are consecutive, will be paid by the City up to a maximum of \$125.00 per day, including taxes and tips.
 3. Expenses for taxi service incurred while traveling to and from the airport while in Hamilton are eligible for reimbursement.
 4. The hiring department shall arrange hotel accommodations at a hotel within the City limits of Hamilton, and should request a "government rate" or the lowest rate.
 5. The City will not reimburse the following expenses:
 - Non-business local and long distance calls
 - Loss of funds or personal property
 - Personal expenses such as laundry, haircuts, medicine, newspaper, valet parking, pet care, etc.
 - Entertainment expenses and the cost of alcoholic beverages
 - Transportation to and from entertainment or restaurants
 - Cost of obtaining traveler's checks

- Flight or trip insurance
- 6. **Original receipts are required for reimbursement.**
- b. House Hunting Trip – Tier 1 Eligible
 - i. A maximum of one (1) house-hunting trip, not to exceed three (3) consecutive calendar days in total, for the purpose of acquiring housing shall be allowed for the prospective employee and spouse. Expenses associated with children accompanying parents or for childcare are not eligible for reimbursement. The following expenses are eligible for reimbursement:
 1. Travel for House Hunting Trip: The lesser of common airline carrier rates for the prospective employee and spouse or the established City mileage rate for personal automobile use.
 2. Expenses for taxi service incurred while traveling to and from the airport while in Hamilton are eligible for reimbursement.
 3. Car rental fees will be reimbursed only if the total cost is less than would be incurred by using taxis, limousines, or other ground transportation. Prior approval of car rentals must be obtained through the hiring department.
 4. Lodging: Lodging will be paid up to \$125.00 per day total for prospective employee and spouse, including taxes and tips.
 5. Telephone expenses will be reimbursed for City of Hamilton related business. An itemized hotel bill or log listing time, date, and place of calls are required for reimbursement.
- c. Travel for Relocation – Tier 1 & 2 Eligible
 - i. Full coach airfare reimbursement will be made for the employee and the employee's family (spouse and dependent children) to relocate to Hamilton. The employee may opt to be reimbursed for traveling in one personal vehicle at the established City mileage rate for personal automobile use.
- d. Moving of Household and Personal Property – Tier 1 and 2 Eligible
 - i. Reimbursement will be made for moving up to a maximum of Three-Thousand Five Hundred Dollars (\$3,500.00) for Tier 2 eligible employees and up to a maximum of Seven-Thousand Five Hundred (\$7,500.00) for Tier 1 eligible employees.
 1. The employee must obtain at least two (2) bids from moving companies and the lowest bid cost will be the basis for reimbursement. The employee shall request a "Binding-Not-To-Exceed" bid. If the employee chooses to relocate by trailer or rental truck, actual cost will be reimbursed but shall not exceed the limits established above, or the amount equivalent to the lowest bid obtained.
 2. In any case, the City shall not be held liable for any loss and/or damage to goods or property occurring during or after the completion of the relocation. All insurance provisions shall be the responsibility of the employee and not reimbursed by the City of Hamilton.
 3. The City **will not** reimburse for the following expenses:
 - Meals and travel cost incurred by laborers
 - Expenses incurred by persons not considered to be dependents for tax purposes
 - Costs related to immigration
 - Utility and telephone installation charges
 - Loss of security deposits
 - Real Estate expenses
 - Postage cost for realty and mortgage documents
 4. In the event of circumstances, storage of household and personal property for

Tier 1 and 2 positions will be considered for up to ninety (90) calendar days with approval of the Department Director or the City Manager if the new hire is the Department Director.

- e. Temporary Housing – Tier 1
 - i. Temporary housing for Tier 1 employees moving to Hamilton will be considered under special circumstances. Reimbursement of temporary housing expenses for the employee will be limited to temporary housing located within the City limits of the City of Hamilton and for a period not to exceed ninety (90) calendar days.
 - 1. The Department Director will approve reasonable and prevailing rental rates negotiated by the hiring department and the corporate housing vendor. Utilities are not included. Temporary housing arrangements shall be established in writing in advance of the employee starting to work or moving in, whichever occurs first.
 - 2. The hiring department shall monitor expenses allocated for the temporary housing, along with all receipts and associated documentation on a monthly basis.
 - 3. The corporate housing vendor will negotiate the contract with the hiring department and directly bill the department for all expenses associated with temporary housing for the employee.
- f. Department Expenses
 - i. All expenses incurred under this policy shall be charged to the appropriate account of the Department in which the subject position is being filled. The affected Department shall be responsible for preparing related vouchers and for providing all supporting receipts for relocation expenses within 30 days of when the expense was incurred. Completed vouchers will be signed by the employee and by the Department Director or designee and forwarded to the City Manager for processing of reimbursement. All expenses incurred from house hunting trips, temporary housing and relocation costs shall not exceed the spending limitation of Three-Thousand Five Hundred Dollars (\$3,500.00) for Tier 2 employees and Seven-Thousand Five Hundred (\$7,500.00) for Tier 1 employees. Reimbursement requests that are over these limits may be approved in advance and only by the City Manager.

3. **Repayment Agreement**

- a. Repayment Agreement – Tier 1 and 2
 - i. All affected prospective employees shall sign a "Relocation Repayment Agreement" after accepting the employment offer and before the first day of employment.
 - 1. If the employee voluntarily terminates employment with the City of Hamilton during the twenty nine (29) month period immediately following the effective date of employment, the relocation move allowance expended on his or her behalf must be repaid on a pro-rated basis the following schedule:

<u>Length of Employment</u>	<u>Reimbursement of Relocation Expense</u>
0 to 365 days	75% repayment due within 180 days
366 to 730 days	50% repayment due within 180 days
731 to 882 days	25% repayment due within 180 days
883 or more days	0% due

- 2. The effective date of employment is the date the employee first physically reported to work for the City of Hamilton.

3. To the extent that any such repayment obligation remains due to the City of Hamilton following the voluntary termination date, the City of Hamilton shall first offset the amount of such repayment obligation by using any wages, accrued leave pay or any other amount due to the employee from the City of Hamilton. The remaining balance will be due within 180 days after the date of the voluntary termination. Payment arrangements may be allowed and approved by the Department Director; however, allotted time for repayment shall not exceed 180 calendar days from the voluntary termination date.
4. If the employee fails to repay the City of Hamilton, the employee shall be liable for all collection and enforcement cost(s) of the relocation agreement, including but not limited to attorney fees.
5. Regarding questions concerning relocation expenses please refer to IRS Publication 521.

4. Policy Exceptions

- a. Policy Exceptions – Tier 1 and 2
 - ii. Any exceptions to this policy will be dictated by applicable City of Hamilton policies currently in effect. Policy exceptions and/or violations shall be brought to the attention of the Human Resources Director for review and recommended course of action. Additionally, any expense not specifically addressed by this policy is subject to consideration by the City Manager or his or her designee.
 - iii. To the extent that other policies, executive orders or administrative procedures modify any dollar amounts for mileage, meals, lodging or spending limits, those modifications may be used to update this policy, upon approval of the City Manager or his or her designee.

ACKNOWLEDGMENT OF RECEIPT
OF
RELOCATION ASSISTANCE POLICY
ADMINISTRATIVE DIRECTIVE NO. 341

I have received and read a copy of the City of Hamilton's Relocation Assistance Policy and understand and agree to the following: if I voluntarily terminate employment with the City of Hamilton during the twenty nine (29) month period immediately following the effective date of my employment, I agree to repay the City of Hamilton the funds paid on my behalf for my relocation on a pro-rated basis per the following schedule:

Length of Employment	Reimbursement of Relocation Expense
0 to 365 days	75% repayment due within 180 days
366 to 730 days	50% repayment due within 180 days
731 to 882 days	25% repayment due within 180 days
883 or more days	0% due

For the purposes of this relocation policy, the effective date of my employment is the date upon which I first physically report to the work at the City of Hamilton. This repayment will be due and payable within 180calendar days following my voluntary termination date.

I voluntarily agree that the City of Hamilton may, to the extent that any such repayment obligation remains due to the City of Hamilton following my termination of employment, offset the amount of such remaining repayment obligations using any wages, vacation pay or any other amounts due to me from the City of Hamilton.

If I fail to repay the amount owed to the City of Hamilton, I shall be liable for all collection and enforcement costs of the relocation agreement including, but not limited to, any attorney fees and expenses.

Employee's Printed Name: _____

Signature: _____ Date: _____

Director's Printed Name: _____

Signature: _____ Date: _____

Human Resources : _____

Signature: _____ Date: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO, BY ADDING THERETO NEW SUBSECTION 181.37 RELATIVE TO THE RELOCATION ASSISTANCE PROGRAM.

WHEREAS, recently City of Hamilton Directors and Chiefs have requested the ability to provide specific relocation expenses for potential new hires in designated high-level positions that have been recognized as having a significant impact on the organizational effectiveness of the City of Hamilton; and

WHEREAS, in order to effect such changes, it is necessary to amend and supplement the City's Codified Ordinances by adding thereto new Subsection 181.37; and

WHEREAS, Council determines it to be in the best interests of the City to provide the ability to the Directors and Chiefs to recruit and retain the best possible candidates for all positions.

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

SECTION I: That the Codified Ordinances of the City of Hamilton, Ohio be and hereby are amended and supplemented by adding thereto new Subsection 181.37, relative to the Relocation Assistance Program , is hereby established to be and read as set forth in Exhibit No. 1 attached hereto and incorporated herein.

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, 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

Ordinance No. _____ (cont'd)

EXHIBIT NO. 1

PART ONE – ADMINISTRATIVE CODE

TITLE FIVE – ADMINISTRATIVE

CHAPTER 181 – EMPLOYEE FRINGE BENEFITS

Sec. 181.37 RELOCATION ASSISTANCE PROGRAM.

There is hereby established a Relocation Assistance Program whereby a City employee may be reimbursed up to a maximum amount of Three-Thousand Five Hundred Dollars (\$3,500.00) for Tier 2 eligible employees and up to a maximum of Seven-Thousand Five Hundred (\$7,500.00) for Tier 1 eligible employees.

The City Manager shall establish by way of an Administrative Directive, specific criteria and regulations relating to the method of reimbursement, eligibility, application procedures, recovery of reimbursements, employee and appointing authority responsibilities, or any other matter impacting upon the administration and benefits of the Program.

City Council Meeting Staff Report

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

Report From: Joshua A. Smith, City Manager

Agenda Item: An ordinance approving the purchase of certain real property located with the City of Hamilton, Ohio (116 Hueston Street, Hamilton, OH 45013).

<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 <i>Ordinance</i></p>	<p>1st Reading Date: 9-14-16 2nd Reading Date: 9-28-16 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 checked="" type="checkbox"/> Contract Required – Real Estate	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: Included in Recent Financing Expenditure: \$30,000.00 Source Funds: Hamilton Capital Improvement & Debt Service Fund (215)</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 the purchase of 116 Hueston Street, Hamilton, OH 45013?

Policy Alternative(s)

Council may choose not to adopt such legislation to approve the purchase of the property at 116 Hueston Street, Hamilton, OH 45013 which will be used for economic revitalization and repurposing. The property would remain as it stands now.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to approve the purchase of 116 Hueston Street, Hamilton, OH 45013. Adopting this legislation will allow for economic revitalization and repurposing.

Statutory/Policy Authority

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



Fiscal Impact Summary

The City agrees to purchase 116 Hueston for \$30,000 out of the Hamilton Capital Improvement and Debt Service Fund (215.199.700.389). The plan is for the purchase price expensed out of the Hamilton Cap & Debt Service Fund (215) to be reimbursed with the proceeds from the internal note with the Electric System Reserve Fund (527). Debt service will eventually be paid of the Hamilton Cap & Debt Service Fund (215) at a rate not to exceed 1.5% to the Electric System Reserve Fund (527).

Background Information

116 Hueston Street, Hamilton, OH 45013, Parcel P6412102000085, is currently owned by George Marsh. The City of Hamilton is interested in acquiring the property for economic revitalization.

Attached Information

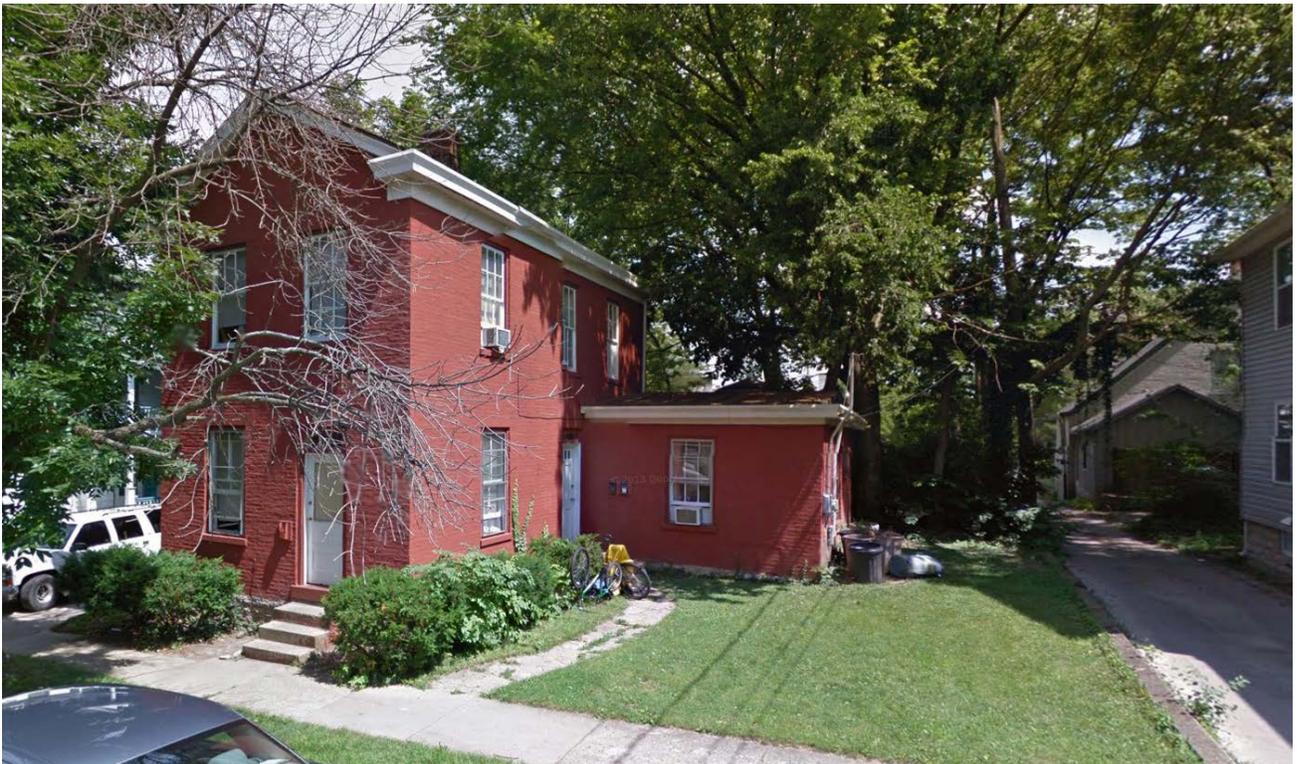
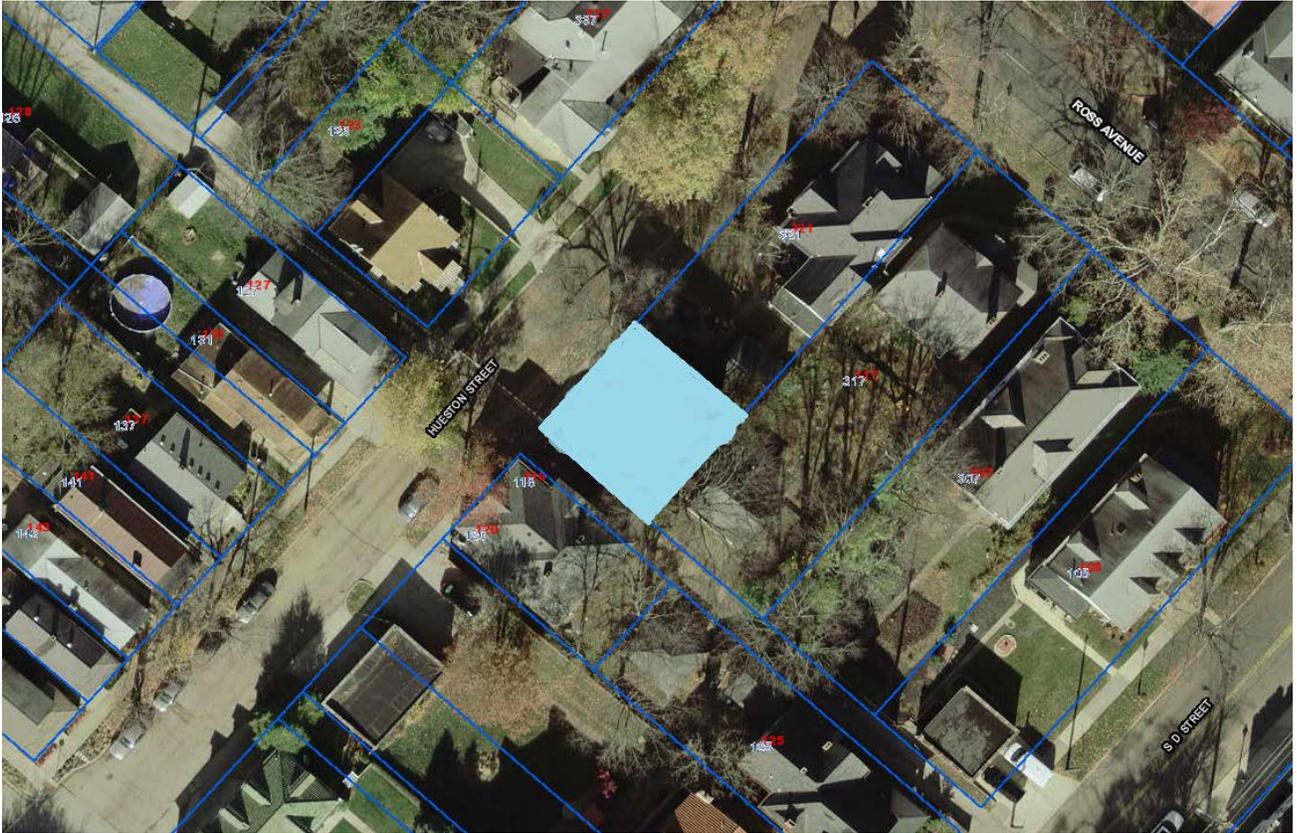
A depiction of Parcel P6412102000085 being purchased is attached.

Copies Provided to:

N/A



116 Hueston Street



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE PURCHASE OF PROPERTY AT 116 HUESTON STREET. (George H. Marsh, Jr. and Tamea B. Marsh, Owners)

WHEREAS, George H. Marsh, Jr. and Tamea B. Marsh, the owners of the real estate located at 116 Hueston Street, being identified as Parcel ID: P6412102000085 (the "Property"), entered into a contract for the sale of the Property to the City of Hamilton, Ohio for Thirty Thousand and 00/100 Dollars (\$30,000.00); and

WHEREAS, the City Administration finds that it would be beneficial for Council to authorize the purchase of the Property for a total of Thirty Thousand and 00/100 Dollars (\$30,000.00); and

WHEREAS, the Property is located in the Rossville Neighborhood near the Main Street Redevelopment area, and purchase of the Property would serve to allow for economic revitalization and redevelopment; and

WHEREAS, Council finds there is a public interest to be served by the purchase of the Property by enhancing the City's economic development efforts in the Main Street Redevelopment area.

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

SECTION I: That all of the prior actions taken by the City Manager in connection with the purchase of the Property and the execution of the Agreement are hereby ratified, and the City Manager is further hereby authorized to pay the purchase price and execute and deliver all of the closing documents required by the Agreement.

Seller	Purchaser	Address	Parcel Identification
George H. Marsh, Jr. and Tamea B. Marsh	City of Hamilton	116 Hueston Street	P6412102000085

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, 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: _____.

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: Joshua A. Smith, City Manager

Agenda Item: Report regarding an ordinance waiving provisions of Codified Ordinances Chapter 181, relative to Employee Fringe Benefits, with regard to an employment agreement with Timothy Werdmann, Director of Human Resources

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 <i>Ordinance</i>	1 st Reading Date: 9-14-16 2 nd Reading Date: 9-14-16 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):	
Contract	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: Yes	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>
	Expenditure: \$1,750 - 2016	
	Source Funds: General Fund (100)	

Policy Issue

Does City Council wish to adopt legislation to waive certain provisions of Chapter 181 of the City's Codified Ordinances, relative to employee fringe benefits, with regard to execution of an employment agreement with Timothy Werdmann?

Policy Alternative(s)

Council may choose not to adopt such legislation to waive certain provisions of Chapter 181 of the City's Codified Ordinances, relative to employee fringe benefits, with regard to execution of an employment agreement with Timothy Werdmann.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to waive certain provisions of Chapter 181 of the City's Codified Ordinances, relative to employee fringe benefits, with regard to execution of an employment agreement with Timothy Werdmann.



Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Section 5.02, Responsibility of Manager – Powers of Appointment and Removal, of the Charter of the City of Hamilton
- Chapter 181, Codified Ordinances of the City of Hamilton

Fiscal Impact Summary

The salary increase per the agreement is \$5,928 annually, it is anticipated that the impact will be approximately \$1,750 through the end of calendar year 2016 including benefits. The necessary funds have already been appropriated out the Human Resources Department in the General Fund (100.115).

Background Information

Chapter 181 of the Codified Ordinances of the City of Hamilton, Ohio sets forth employee fringe benefits. The City Manager is authorized, by Article 5.02 of the City Charter, to hire personnel and has hired Timothy Werdmann for the position of Director of Human Resources. Since certain terms and conditions, specifically those relating to severance, found in the employment agreement between Mr. Werdmann and the City are in addition to those found in Chapter 181, it is therefore necessary for Council to waive said provisions specifically for the terms of said agreement since where there are conflicts between Chapter 181 and the agreement, the agreement controls.

Attached Information

Director of Human Resources Employment Agreement

Copies Provided to:

N/A



DIRECTOR OF HUMAN RESOURCES EMPLOYMENT AGREEMENT

This Agreement is entered into this day of _____, 2016 by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the “City”), and Timothy G. Werdmann, an individual (the “Director of Human Resources”) (collectively the “Parties”).

WHEREAS, the City desires to employ the services of Timothy G. Werdmann as Director of Human Resources of the City of Hamilton, Ohio and Timothy G. Werdmann has recognized and acknowledged the responsibilities and duties of the Director of Human Resources.

NOW, THEREFORE, the Parties enter into this Agreement in exchange for and in consideration of the mutual promises and covenants contained herein.

SECTION 1 – DUTIES

Effective _____, 2016, the City employs Director of Human Resources on the terms and conditions stated below to act as Director of Human Resources for the City of Hamilton, Ohio. Director of Human Resources shall satisfactorily perform the duties of Director of Human Resources as more fully described in the job description for this position (attached), which may be revised from time to time, and perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2 – AT-WILL EMPLOYMENT

Either the Director of Human Resources or the City may terminate the employment relationship with the City at any time, for any reason, with or without cause. The relationship remains at-will notwithstanding any provision in this Agreement to the contrary.

SECTION 3 – TERMINATION AND SEVERANCE PAY

A. In the event Director of Human Resources is terminated by the City during such time that the Director of Human Resources is willing and able to perform the duties of the Director of Human Resources, then in that event the City agrees to pay Director of Human Resources a lump sum cash payment equal to twelve (12) months aggregate salary at the then current rate of pay, and provide twelve (12) months of family health, dental and vision benefits coverage, if desired by the Director of Human Resources, twelve (12) months of life insurance coverage, and payment of accrued but unused vacation leave and holiday leave.

B. Provided however, that in the event Director of Human Resources is terminated because of fraud, misappropriation, embezzlement or acts of similar dishonesty, conviction of a felony involving moral turpitude, illegal use of drugs or excessive use of alcohol in the workplace, intentional and willful misconduct that may subject the City to criminal liability, or his criminal conviction of any illegal act involving personal gain to him or moral turpitude on his part, then the City shall have no obligation to pay the compensation as set forth in Paragraph A of this Section 3.

For purposes of this Agreement, termination shall be considered to have occurred when:

1. The City Manager terminates employment of Director of Human Resources for reasons not included in Section 3B, paragraph 1, above.

2. If the City Manager unilaterally amends the role, powers, duties, authority, responsibilities of the Director of Human Resource's position that substantially changes the requirements of the position from those reflected in the position description, the Director of Human Resources shall have the right to declare such amendments constitute termination;

3. If the City reduces the base salary, compensation or any other financial benefit of the Director of Human Resources, unless such reduction is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as termination with severance to be paid at the salary in effect prior to the reduction in compensation or benefits;

4. If the Director of Human Resources resigns following an offer to accept his resignation, whether formal or informal, by the City Manager, then the Director of Human Resources may declare termination as of the date of the suggestion.

5. Breach of contract declared by either party with a thirty (30) day cure period for either Director of Human Resources or City.

6. In the event Director of Human Resources voluntarily resigns his position with the City then Director of Human Resources shall give the City a minimum of thirty (30) days advance written notice unless the parties agree otherwise. Failure to provide proper notice will relieve the City of its obligation to pay the compensation as set forth in Paragraph A of this Section 3.

SECTION 4 – SALARY

Upon the beginning of the first full pay period following execution of this agreement, City agrees to pay Director of Human Resources for his services rendered pursuant hereto an annual base salary of One Hundred Twenty Six Thousand Three Hundred Thirty Nine Dollars (\$126,339.00)(Said amount is reflective of Step 7 of Pay Range 70 of the City's current Schedule A), less applicable taxes and withholdings.

The City agrees to increase said base salary in such amounts and to such an extent as the City Manager shall recommend or the City Council may determine is desirable for the Director of Human Resources classification in Schedule A.

SECTION 5 – HOURS OF WORK AND FLEX DAY

It is recognized that Director of Human Resources will work a minimum of forty (40) hours per week and must devote a great deal of his time outside the normal workweek and normal work hours to the business of the City. To that end, Director of Human Resources may work a minimum of two (2) days per month at a flexible location, depending on work requirements, approval of the City Manager, and provided that the Director of Human Resources fulfills his job duties.

SECTION 6 – VACATION, HOLIDAYS, AND SICK LEAVE

Beginning January 1, 2017, Director of Human Resources shall be treated as an employee with seventeen (17) years of service for purposes of vacation or PTO accrual. Director of Human Resource's vacation leave or PTO accrual shall be calculated consistent with the applicable Codified Ordinance and increase in accordance with the appropriate schedule. Director of Human Resources shall be entitled to sick leave as set forth in the Codified Ordinances. Director of Human Resources shall be entitled to holiday leave benefits as set forth in the Codified Ordinances. Director of Human Resources shall use said vacation, PTO, holiday and sick leave in accordance with applicable City ordinances and policies.

SECTION 7 – HEALTH BENEFITS

City agrees to provide health benefits for the Director of Human Resources and his spouse and dependents equal to and upon the same terms as are provided to other full-time City employees who are not represented by a collective bargaining agreement.

SECTION 8 – RETIREMENT

City agrees to make regular periodic payments to the State of Ohio Public Employees Retirement System in the amount required by law and as provided for other full-time employees.

SECTION 9 – DUES AND SUBSCRIPTIONS

City agrees to budget and pay the professional dues and subscriptions of Director of Human Resources necessary for his full participation in national, regional, state, and local Human Resources Management associations as well as to pay any fees or dues (including costs associated with Continuing Education requirements) associated with the Director of Human Resource's maintenance of a license to practice law in the State of Ohio and the Director of Human Resources' maintenance of an SPHR or equivalent professional certification. Provided, the total for all such fees, dues, and costs shall not exceed \$3,500 annually unless specifically authorized by the City Manager in advance. Dues and subscriptions for other organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City may be approved by City Manager.

SECTION 10 – PROFESSIONAL DEVELOPMENT

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Director of Human Resources for professional and official travel, meetings, and occasions adequate to continue the professional development of Director and to adequately pursue necessary official and other functions for the City. Provided, the total for all such travel and associated expenses shall not exceed \$1,500 annually unless specifically authorized by the City Manager in advance.

B. City also agrees to budget and pay for the travel and subsistence expenses of Director of Human Resources for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City, as may be approved by the City Manager.

C. Payment under this Section shall be in accordance with applicable City ordinances and attendance at meetings or seminars involving overnight stay or travel other than by automobile and continuing education at the college or university level must receive prior notification to the City Manager. It is understood that travel to and attendance at approved meetings, courses or seminars shall be considered “work” for purposes of Section 5, above.

SECTION 11 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

City shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Director of Human Resources, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Hamilton, Ohio or any other applicable law.

SECTION 12 – GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the Parties and may only be amended by future written agreement of the Parties. This Agreement sets forth all compensation and benefits of the Director of Human Resources, and no other compensation or benefits are contemplated by this Agreement aside from those set forth in Chapter 181 of the Codified Ordinances of the City of Hamilton payable to other City employees. To the extent that any provisions in this Agreement conflict with ordinances of the City, this Agreement shall supersede ordinances in conflict thereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties.

C. This Agreement shall be effective upon its execution by Director of Human Resources and the City’s representatives.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

F. If the Director of Human Resources is unable to perform the duties of his employment by reason of illness or incapacity for a period of more than one hundred eighty (180) days, then the City may terminate this Agreement and Director of Human Resource’s employment without any obligation on the City’s part to comply with those termination and severance pay provisions set forth in Section 3, paragraph A of this agreement.

G. If Director of Human Resources dies during the term of employment, City shall pay to the estate of the Director of Human Resources the compensation which would otherwise be payable to the Director of Human Resources up to the date on which his death occurs; provided, however, that the City shall have no obligation to comply with those termination and severance pay provisions set forth in Section 3, paragraph A of this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Hamilton, Ohio and Timothy G. Werdmann have signed and executed this Agreement on the date and year first stated above.

CITY OF HAMILTON, OHIO

By: _____
Joshua A. Smith

TIMOTHY G. WERDMANN

By: _____
Timothy G. Werdmann

Approved as to form:

Law Director

ORDINANCE NO. _____

AN ORDINANCE WAIVING CERTAIN PROVISIONS OF CHAPTER 181 OF THE CITY OF HAMILTON, OHIO'S CODIFIED ORDINANCES, RELATIVE TO EMPLOYEE FRINGE BENEFITS, WITH REGARD TO EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF HUMAN RESOURCES.

WHEREAS, Chapter 181 of the Codified Ordinances of the City of Hamilton, Ohio sets forth employee fringe benefits; and

WHEREAS, the City Manager is authorized, by Article 5.02 of the City Charter, to hire personnel and has extended an employment offer to Timothy Werdmann, to fill the position of Director of Human Resources; and

WHEREAS, since certain terms and conditions found in the employment agreement between Mr. Werdmann and the City are in conflict with Chapter 181 and/or are in addition to those found in said Chapter, it is therefore necessary for Council to waive said provisions specifically for the terms of said agreement; and

WHEREAS, said provision include those relating to severance; and

WHEREAS, Council desires to waive said provisions of Chapter 181 in this case only, for said purposes.

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

SECTION I: That certain provisions of Chapter 181 of the Codified Ordinances of the City of Hamilton, Ohio, which set forth employee fringe benefits, including those related to severance, shall be and are hereby waived specifically for terms and conditions found in the employment agreement between Timothy Werdmann and the City. To the extent there is any conflict between the employment agreement and the provisions of Chapter 181, the employment agreement between Timothy Werdmann and the City shall control.

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, Nicholas 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: _____.

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: Joshua A. Smith, City Manager

Agenda Item: An ordinance authorizing and ratifying the purchase of 130 Village Street, Hamilton, OH 45013

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 <i>Emergency Ordinance</i>	<input checked="" type="checkbox"/> 1 st Reading Date: 9/14/2016 <input checked="" type="checkbox"/> 2 nd Reading Date: 9/14/2016 <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):	
Contract	<input checked="" type="checkbox"/> Contract Required – Real Estate	<input type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: Included in Recent Financing Expenditure: \$25,000 Source Funds: Hamilton Capital Improvement & Debt Service Fund (215)	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation to authorize and ratify the purchase of 130 Village Street, Hamilton, Ohio 45013?

Policy Alternative(s)

Council may choose not to adopt such legislation to purchase the property at 130 Village Street, Hamilton, Ohio which will be used for economic revitalization and repurposing. 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 130 Village Street, Hamilton, Ohio 45013. Adopting this legislation will allow for economic revitalization and repurposing.

Statutory/Policy Authority

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



Fiscal Impact Summary

The City agrees to purchase 130 Village Street for \$25,000 out of the Hamilton Capital Improvement and Debt Service Fund (215.199.700.389). The plan is for the purchase price expensed out of the Hamilton Cap & Debt Service Fund (215) to be reimbursed with the proceeds from the internal note with the Electric System Reserve Fund (527). Debt service will eventually be paid of the Hamilton Cap & Debt Service Fund (215) at a rate not to exceed 1.5% to the Electric System Reserve Fund (527).

Background Information

The City of Hamilton, Ohio desires to purchase property located at 130 Village Street, Parcel P6431007000033 to allow for economic revitalization and repurposing.

The property is on the north side of the street in the 100 block of Village Street.

Attached Information

A depiction of parcel P6431007000033, being purchased is attached.

Copies Provided to:

N/A



130 Village Street Location



EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE AUTHORIZING AND RATIFYING THE PURCHASE OF 130 VILLAGE STREET. (Donald and Gene Land, Owners).

WHEREAS, on August 30th, 2016, Donald and Gene Land, the owners of the real estate located at 130 Village Street (the "Property"), entered into a Contract to Purchase ("Contract") for the purchase of the Property by the City of Hamilton, Ohio for Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, the Administration finds that it would be beneficial for Council to ratify the purchase of the Property for a total of Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, the Property is located in the German Village Neighborhood near the City's Downtown area, and purchase of this Property would serve to allow for economic revitalization and redevelopment; and

WHEREAS, Council finds there is a public interest to be served by the purchase of the Property by enhancing the City's economic development efforts in the German Village; and

WHEREAS, the subject matter herein constitutes an emergency measure for the reasons that it provides for the immediate preservation of the public health, safety and welfare of the community by allowing the City to acquire this piece of property and thereby controlling the future redevelopment of this property.

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

SECTION I: That any and all actions taken by the City Manager relating to the Purchase Agreement and the purchase of the Property, for a total of Twenty-Five Thousand Dollars (\$25,000.00), shall be and hereby are authorized and ratified.

SECTION II: This ordinance is hereby declared to be an emergency measure for the reasons set forth in the preamble and shall take effect and be in full force from and after its passage.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Nicholas 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: _____.

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: Tom Vanderhorst, Finance Director

Agenda Item: Authorizing the City Manager to Sign a Petition to Conform the Boundaries of the City

<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 <i>Emergency Ordinance</i></p>	<p>1st Reading Date: 9-14-16 2nd Reading Date: 9-14-16 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 legislation to authorize the City Manager to file a petition with the Butler County Board of County Commissioners under R.C. 503.07 to conform those pieces of township territory now in the City of Hamilton into a new Hamilton Township for all annexed property that preceded 2002 and the effective date of Amended Substitute Senate Bill 5?

Policy Alternative(s)

If Council takes no action, the current status will remain. Territory that has been annexed into the City of Hamilton may remain in a township's jurisdiction as well as the City's jurisdiction (dual jurisdictions) affecting both elections and tax determinations.

Staff Recommendation

Staff recommends that Council enact legislation to allow those portions of the four townships already within the City to be placed in a newly created Hamilton Township that conforms to the City's boundaries to the extent allowed by law and authorize the City Manager to file such a petition with the Board of County Commissioners of Butler County.



Statutory/Policy Authority

- Ohio Revised Code 503.07

Fiscal Impact Summary

Failure to remove township territory that may exist within the City of Hamilton and erect a new township, "Hamilton Township," may result in a loss of or sharing of inside millage attributable to those properties.

Background Information

Over time, the City has annexed property from four surrounding townships. No documentation has been located indicating that the City has ever filed a subsequent petition with the county commissioners to remove annexed territory from a township after annexations were completed. Failure to remove the territory from a township following annexation results in the property being located in joint or overlapping jurisdictions -- both in the City and in the township following annexation. This may affect both taxation and voting. It appears that Butler County has treated annexations themselves as automatically removing the annexed territory from a township, leaving it solely in the City of Hamilton for both voting and tax purposes. St. Clair Township has recently raised questions with the Butler County Auditor about the allocation of inside millage. The township claims that the auditor has made a mistake in the past years by automatically removing territory from the township after annexations have occurred. Thus, the township is entitled to its share of inside millage and perhaps other taxes which have not been paid to the township. The assertion has been made that the township is entitled to its share of the inside millage both before and after the enactment of Amended Substitute Senate Bill 5 in 2002 and the township is entitled to be included as a taxing district within the City of Hamilton as taxes are determined, collected and distributed by the county in the future.

In order to correct voting and tax entitlement issues, Hamilton would have to authorize a petition to be filed with the Butler County Board of County Commissioners asking that the territory previously annexed from the four various townships be consolidated into a new township (Hamilton Township) that would exist solely within the City's boundaries. Erecting this new township located entirely within the City should result in the portions of the inside millage attributable to property in the City of Hamilton continuing to go to the City and not going to any townships, essentially the position that exists today. Creating a new Hamilton Township should, by operation of law, create what is often referred to as a 'paper township' with no duties or responsibilities and no tax entitlements. This process would then straighten up any inaccuracies of the Butler County Auditor in failing to properly attribute taxes in the past and Butler County Board of Elections on voting districts and correct those errors for the future. Property annexed to the City of Hamilton after the effective date of Amended Substitute Senate Bill 5 cannot be taken out of the existing townships and therefore would not be included in Hamilton Township. Those properties (approximately 50 acres) would remain in the township and that township may be entitled to consideration in the allocation of inside millage by the County Budget Commission as we move forward.

Attached Information

N/A

Copies Provided to:

N/A



EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE AUTHORIZING A PETITION TO BE SUBMITTED TO THE BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS TO ERECT A NEW TOWNSHIP OUT OF PORTIONS OF ST. CLAIR TOWNSHIP, FAIRFIELD TOWNSHIP, HANOVER TOWNSHIP AND ROSS TOWNSHIP WHICH ARE INCLUDED WITHIN THE CORPORATE LIMITS OF THE CITY OF HAMILTON EXCLUDING TERRITORY ANNEXED INTO THE CITY AFTER THE EFFECTIVE DATE OF AMENDED SUBSTITUTE SENATE BILL 5 AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Ohio Revised Code ("R.C.") Section 503.07, the City of Hamilton is authorized to petition the Butler County Board of County Commissioners to erect a new township out of the portion of any township which is included within the limits of the City that was annexed prior to the effective date of Amended Substitute Senate Bill 5; and

WHEREAS, there are parts of four townships included within the limits of the City of Hamilton including St. Clair Township, Fairfield Township, Hanover Township and Ross Township, portions of which were annexed to the City before the General Assembly enacted legislation creating three special procedures for expedited annexation and amending other sections of the Ohio Revised Code in 2001 in Am. Sub. S.B. No. 5, 149 Ohio Laws, Part I, 621 ("Senate Bill 5") effective on March 27, 2002; and

WHEREAS, the boundaries of the new township, "Hamilton Township," will be wholly comprised of parts of those four townships which were processed or annexed to the City of Hamilton prior to the effective date of Senate Bill 5; and

WHEREAS, since the enactment of Senate Bill 5, approximately 50 acres have been annexed from Hanover Township and St. Clair Township into the City of Hamilton following an annexation process that would prohibit the area from being removed from the township, which territory shall not be included in the petition to erect the new "Hamilton Township;" and

WHEREAS, after its establishment, the new "Hamilton Township" will conform to the boundaries of the City of Hamilton to the extent allowed by law; and

WHEREAS, the subject matter herein constitutes an emergency measure in that it will clarify the availability of tax revenues and jurisdictional boundaries, ensure correct voting status for residents of the areas involved and provides for the immediate preservation of the public peace, property, health and safety within the corporate limits of the City of Hamilton.

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

SECTION I. That the City Manager is hereby authorized by Council pursuant to R.C. 503.07 to prepare and submit a petition to the Butler County Board of County Commissioners directing them to erect a new township out of the portions of St. Clair Township, Fairfield Township, Hanover Township and Ross Township that are currently included within the limits of the City and were not annexed utilizing a special procedure for expedited annexation or an annexation process that would prohibit the area from being removed from the original township.

SECTION II. That the City Manager is hereby authorized to prepare and submit any and all other documents which are necessary to be submitted with the petition as may be required by law and the Butler County Board of County Commissioners.

SECTION III. That this Ordinance is hereby declared to be an emergency measure for the reasons set forth in the preamble hereto and shall take effect and be in force from and after its passage.

Emergency Ordinance No. _____ (cont'd)

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Nicholas 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: _____.

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

CERTIFICATE

I, Nicholas Garuckas, City Clerk of the City of Hamilton, Ohio, State of Ohio, I further certify that the foregoing Emergency Ordinance No. _____ was passed by a majority of the members of the Council of the City of Hamilton, Ohio with _____ council members voting in favor of and _____ council members voting against the Emergency Ordinance, and that this is a true and exact copy of the Emergency Ordinance adopted by the Council of the City of Hamilton on September 14, 2016.

Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Date: _____

City Council Meeting Staff Report

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

Report From: Nick Garuckas, City Clerk

Agenda Item: A Resolution endorsing the establishment of United States Bicycle Route 25 on The Great Miami River Trail Through Hamilton, Ohio.

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 checked="" type="checkbox"/> G Generate recreational investments <input checked="" type="checkbox"/> E Engage citizens in activities <input type="checkbox"/> O General operations
Ordinance or Resolution <i>Resolution</i>	1 st Reading Date: 9-14-16 2 nd Reading Date: 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): 8-24-16 Caucus Agenda	
Contract	<input type="checkbox"/> Contract Required	<input checked="" 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:	

Policy Issue

Does City Council wish to adopt legislation to endorsing the designation of United States Bicycle Route 25 on The Great Miami River Trail through the City of Hamilton, Ohio?

Policy Alternative(s)

Council may choose not to adopt such legislation to endorse the designation of United States Bicycle Route 25 on The Great Miami River Trail through Hamilton, Ohio.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to endorse the designation of United States Bicycle Route 25 on The Great Miami River Trail through Hamilton, Ohio. Bicycle tourism is a growing industry in North America, contributing \$133 billion a year to the economies of communities that provide facilities for such tourists. The Department of Transportation and the State of Ohio is trying to tap into this market by creating Federal and State Bicycle Routes. The proposed Route 25 goes through the City of Hamilton.

Statutory/Policy Authority

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



Fiscal Impact Summary

The Ohio Department of Transportation will put the proper signage for Route 25 along the trail. The City will just be in charge of maintaining the signage and the trail along the US Bicycle Route 25 on The Great Miami River Trail through the City of Hamilton, Ohio.

Background Information

The Ohio Department of Transportation (ODOT) has recently held a meeting on US and State Bike Routes that are proposed across the US and the State of Ohio respectively. It is the Department of Transportation's goal to see National Bicycle Highways develop across America. One such route that has been identified by ODOT is State Bicycle Route Number 25 or The Great Miami River Trail (GMRT). The GMRT travels through the City of Hamilton and ODOT is reaching out to all local jurisdictions that each potential US or State Bicycle Route goes through. The purpose of their inquiry is to have a Resolution of Endorsement passed by each jurisdiction that these proposed US and State Bicycle Routes travel through. They are hopeful that by establishing national and state bicycle routes that more people will use bicycles as a form of recreation and travel. By supporting this resolution, each jurisdiction is committing to maintaining their part of the trail and will maintain the proper signage that the Department of Transportation will install along the trail.

Attached Information

Letter of Request with Information that was sent to the City.

Copies Provided to:

N/A





RE: State and US Bike Route Designations through Ohio

To Whom It May Concern:

ODOT recently held a meeting on US and State bike routes that are proposed to be designated through your local jurisdiction.

The purpose of the meeting was to provide an update on what ODOT has been working on in the last few months as we work toward officially designating these US and State bike routes throughout the state. We also gave details about what the next steps are, including your help!

We appreciate the help we have already received from a lot of you as we made changes and excellent suggestions for alternatives to the original proposed routes. These comments have been reviewed and new maps are being generated.

We will now need resolutions from the local jurisdictions or partners where the routes are going through either on road or on existing trails. So that's where you come in!

Attached in this packet, you will find maps of your jurisdiction highlighting what routes are traveling through as well as a map of all of the proposed US and State bike routes through Districts 7 and 8; a Frequently Asked Questions handout; a one-pager with information and goals; and a sample resolution.

We need to have resolutions passed by your jurisdiction by September 30th, 2016. Only one resolution per jurisdiction will be needed with each route listed. If you have any questions as you complete your resolution or while working with your community to complete the resolution, please contact your District Bike/Ped Coordinator listed below.



District 7

Mary Hoy, P.E.
(937) 497-6838
Mary.Hoy@dot.ohio.gov
1001 St. Marys Avenue
Sidney, OH 45365



District 8

Brianne Hetzel, P.E.
(513) 933-6624
Brianne.Hetzel@dot.ohio.gov
505 S. State Route 741
Lebanon, OH 45036

Thank you for accepting this packet of bike route information! All your work and help to date is greatly appreciated!

Sincerely,

Mary Hoy
Brianne Hetzel



Frequently Asked Questions

Q: What is the purpose of designating these bike routes?

A: Interest in active forms of transportation, like bicycling, has become more pronounced in recent years. As a result, communities around the state have developed local and regional bicycle plans and policies to accommodate bicycle transportation. ODOT has developed a network of State and US Bicycle Routes to connect these facilities. Criteria included total/truck traffic volumes, roadway geometry, speed limits, economic development and a reasonably direct path between destinations.

Q: Will this increase liability for my jurisdiction?

A: No; bicyclists are already permitted on all roadways in Ohio, except interstates. All roadways recommended would likely see bicycle use even without the designation, there is no increase in liability.

Q: Who will install the signs?

A: Through ODOT, a statewide contract will be sold to install all of the initial signs for designating these routes. This will be done at no cost to the local jurisdictions.

Q: Who will maintain the signs?

A: After the initial installation, it will be the responsibility of each jurisdiction to maintain the signs within their jurisdiction, as with any other sign provided by ODOT.

Q: Is there any funding associated with the bike route designations?

A: The only committed funding is for the initial sign installation. There is no construction involved with these routes, they are all on existing facilities; trails as well as roadway.

Q: Who do I send the resolution to after it is approved?

A: You will send the resolution to the District Bicycle/Pedestrian Coordinator for your area. Below is a map showing the counties in Districts 7 and 8 along with the coordinator contact information.

Q: When are the completed resolutions needed?

A: All resolutions are needed by September 30th, 2016.

Q: If I have questions, who should I contact?

A: Questions should be directed to your District Bicycle/Pedestrian Coordinator.



District 7

Mary Hoy, P.E.
(937) 497-6838
Mary.Hoy@dot.ohio.gov
1001 St. Marys Avenue
Sidney, OH 45365



District 8

Brianne Hetzel, P.E.
(513) 933-6624
Brianne.Hetzel@dot.ohio.gov
505 S. State Route 741
Lebanon, OH 45036

Ohio US and State Bike Routing and Designation Information

Goal:

Establish an Ohio network of designated and signed US and statewide bicycle routes that will connect Ohio's urbanized areas. Resulting routes will provide for:

- Safety- low volume, wide shoulders, low speed limits, and good pavement favored
- Continuity and connectivity- reasonably direct paths between urbanized areas, with considerations for smaller jurisdictions
- Local support- recognition and promotion of facilities by local governments and planning entities
- Utilization of existing assets- Incorporate existing/ proposed regional facilities into US and State routes
- Backbone for local connections- US/ state routes will serve as long-distance intercity backbone network; localities encouraged to connect routes/ facilities to the designated system

Draft Bike Routes:

A draft network of US and state bike routes was developed by ODOT using GIS routing tools. The routes were selected with the intent of connecting Ohio's 17 urbanized areas. The routes include on and off road facilities, and were selected using a "best path" analysis that considered the following factors:

- Speed limits
- Total/ truck volumes
- Shoulder widths
- Pavement conditions

Note: The proposed routes are meant to serve as a starting point for discussion and field verification. They were developed in 2012 and do not consider all existing municipal bike facilities/designations, or future plans for such facilities. Your input is critical for refining and finalizing Ohio's US and State bike route network.

Planning Partners and Roles

- District Bicycle and Pedestrian Coordinators – Coordinate route review and designation process for your district. Coordinate with MPOs, RTPOs, local government officials, trail owners, and bicycle advocacy groups within your district, and adjoining districts and states. Document process and outcomes. Secure resolutions of support from local jurisdictions.
- MPOs and RTPOs - Coordinate route review and designation process for your region. Coordinate with ODOT Districts, adjacent MPO/RTPOs, local government officials, trail owners, and bicycle advocacy groups. Document process and outcomes.
- ODOT Central Office – Coordinate statewide process and outcomes. Develop US Bike Route applications for AASHTO
- County, Township, and Municipal Officials, Park Districts, and Other Trail Owners – Active engagement in route refinement and designation process. Secure local government designation resolutions for your governmental jurisdiction.
- Bicycle Advocacy Groups – Participate in process. Work with local MPOs, RPOs, and ODOT Districts

Outcomes:

- Ohio network of AASHTO designated and signed US Bike Routes
 - Note, resolutions of support from all affected jurisdictions along the route are needed to secure an AASHTO designation.
- Ohio network of ODOT designated and signed statewide Bike Routes: We seek resolutions from each of these entities as well.
- Ohio local government resolutions of support for respective final US and State bike routes
- Narrative turn by turn directions for each Ohio US and Statewide Bicycle network route (A sample route map, narrative and signed resolutions for recently designated US bike route 50 are attached for reference).

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE DESIGNATION OF UNITED STATES (US) BICYCLE ROUTE 25 ON THE GREAT MIAMI RIVER TRAIL THROUGH THE CITY OF HAMILTON, OHIO.

WHEREAS, bicycle tourism is a growing industry in North America, contributing \$133 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a series of corridors crossing Ohio to be developed as various US Bicycle Routes; and

WHEREAS, the Ohio Department of Transportation (ODOT) has designated a series of corridors crossing Ohio to be developed as various US and State Bicycle Routes to connect Bicycle Routes and communities such as US Bicycle Route 25; and

WHEREAS, ODOT is supportive of AASHTO designated bicycle routes through Ohio, subject to ongoing collaboration with affected jurisdictions to inventory, analyze, and designate specific facilities the routes will traverse; and

WHEREAS, the Adventure Cycling Association, with the cooperation of ODOT and other stakeholders, have proposed these specific routes to be designated, a map of which herein incorporated into this Resolution by reference as Exhibits No. 1 & 2; and

WHEREAS, in order to have the portion of US Bicycle Route 25 routed along The Great Miami River Trail through the City of Hamilton officially designated, mapped and have signage placed by both ASSHTO and ODOT, legislation is required to confirm the City's commitment to maintaining the trail and signage placed along the portion of US Bicycle Route 25 routed along The Great Miami River Trail through the City of Hamilton; and

WHEREAS, City Administration has investigated the proposed route and found it suitable and desires that US Bicycle Route 25 be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area; and

WHEREAS, City Administration acknowledges that US Bicycle Route 25 may change over time as new facilities are constructed that will be more suitable for bicyclists; and

WHEREAS, once US Bicycle Route 25 is officially designated there may be a need to publicize the route through internet maps, incorporating US Bicycle Route 25 on local maps, etc.

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

SECTION I. That the City of Hamilton, Ohio hereby expresses its approval and support for the designation US Bicycle Route 25 routed along The Great Miami River Trail through the City of Hamilton, and requests that the appropriate officials seek official designation by AASHTO and ODOT.

SECTION II. The City Clerk is directed to send a certified copy of this Resolution to ODOT.

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

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

CERTIFICATE

I, Nick Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Resolution 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

Exhibit No. 1

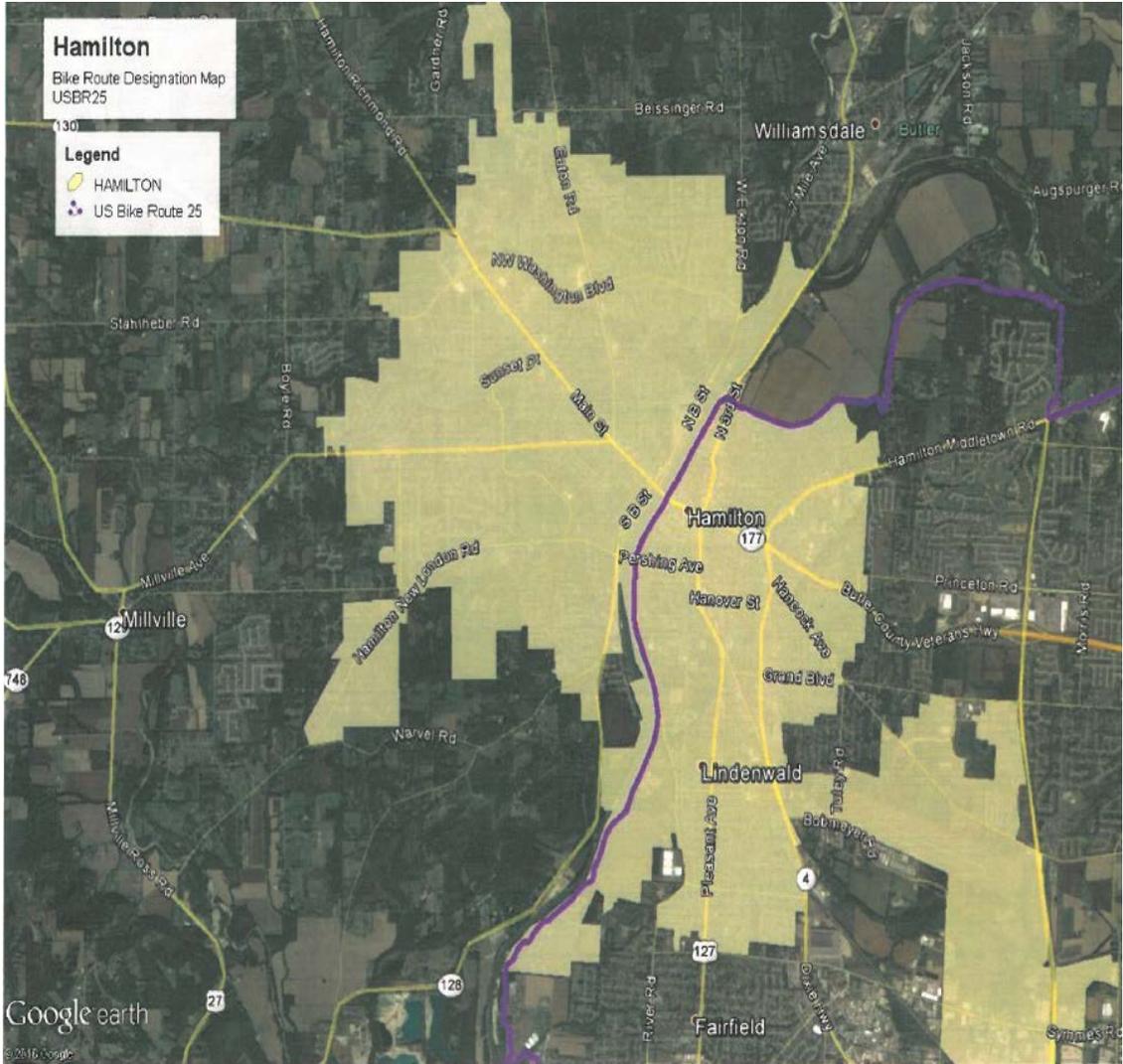
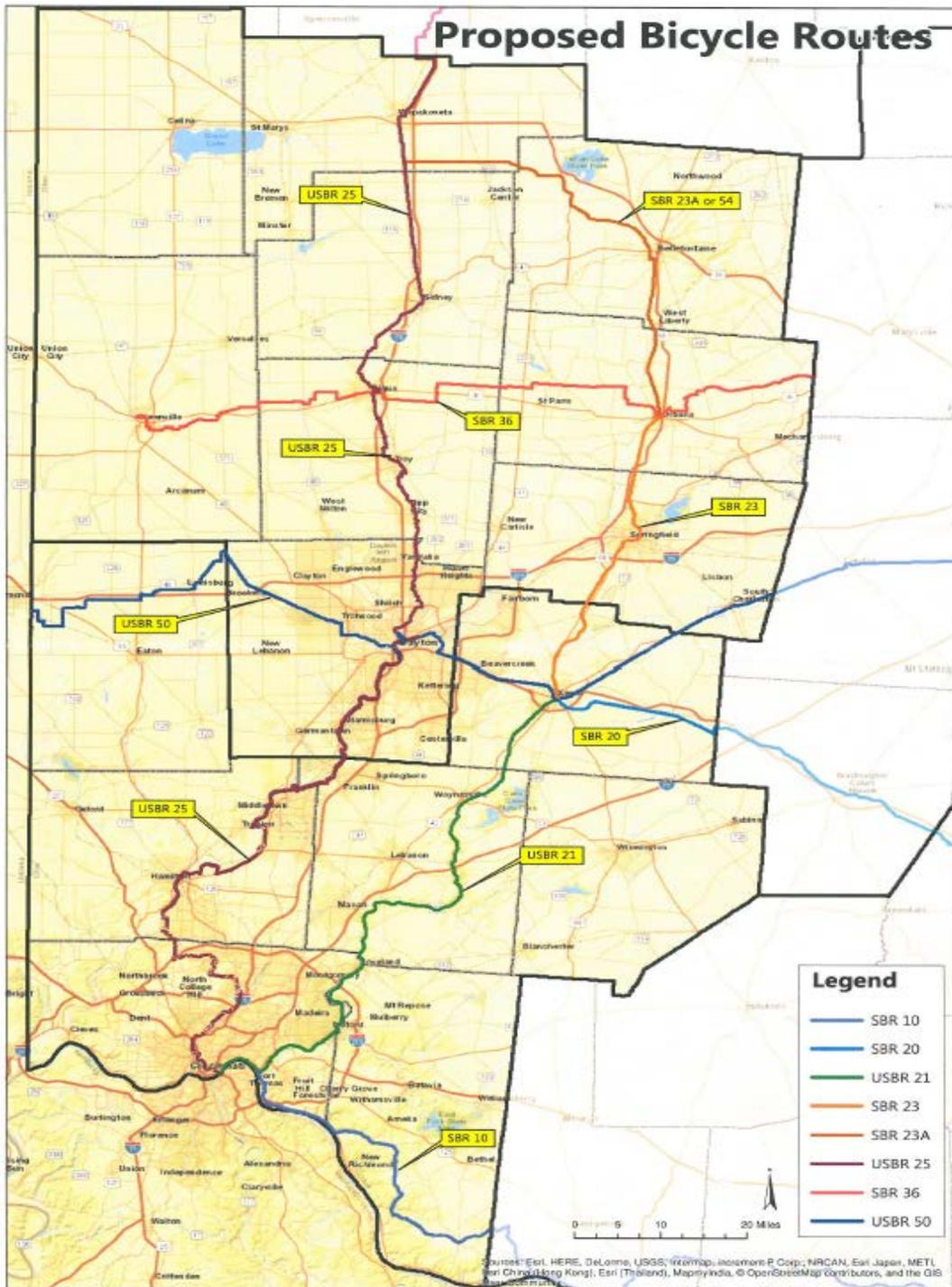


Exhibit No. 2



City Council Meeting Staff Report

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

Report From: Timothy Werdmann Esq, Director of Human Resources

Agenda Item: Report regarding a resolution authorizing an agreement between the City and Butler County for Reimbursement of Appointed Legal Counsel to represent Indigent Defendants in Hamilton Municipal Court

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 <i>Resolution</i>	1 st Reading Date: 9-14-16 2 nd Reading Date: 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):	
Contract	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: Yes	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>
	Expenditure: \$96,127.25	
	Source Funds: General Fund (100)	

Policy Issue

Does City Council wish to adopt legislation to authorize an agreement between the City of Hamilton and Butler County for reimbursement of appointed legal counsel to represent indigent defendants in Hamilton Municipal Court?

Policy Alternative(s)

Council may choose not to adopt such legislation to authorize an agreement between the City of Hamilton and Butler County for reimbursement of appointed legal counsel to represent indigent defendants in Hamilton Municipal Court, in which case, alternate arrangements would need to be established to ensure the proper representation of indigent defendants in Hamilton Municipal Court.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to authorize an agreement between the City of Hamilton and Butler County for reimbursement of appointed legal counsel to represent indigent defendants in Hamilton Municipal Court.

Statutory/Policy Authority

- Section 120.33, Alternative System of Selected or Appointed Counsel, Ohio Revised Code.
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.



Fiscal Impact Summary

The 2017 agreement between the City of Hamilton & Butler County is for \$96,127.25, which is paid in monthly installments. The payment is paid out of the Hamilton Municipal Courts Department in the General Fund (100.104.630.235).

Background Information

In 2011 the City and the Board of County Commissioners of Butler County entered into an Agreement for the purpose of complying with the requirements of Ohio Revised Code Section 120.33 by providing appointed/assigned legal counsel to indigent defendants in the Hamilton Municipal Court. This system is in lieu of using a county or joint county public defender to represent such defendants. Under the terms of said agreement and in keeping with current state statute, the City agreed to reimburse the county for the excess costs that are not paid by the state to the county for providing such appointed counsel for representation of indigent defendants in Hamilton Municipal Court and provided that it may be renewed by resolution of both parties. That agreement, which was written for a one-year term with additional one year renewal options, expired and execution of a new agreement with identical terms and conditions was approved in 2011 and 2013. Renewal options were pursued in 2015 as well. In order to comply with state law, it is necessary to have an agreement.

Attached Information

Agreement for Indigent Defense Services in Hamilton Municipal Court

Copies Provided to:

N/A





County of Butler

MICHAEL P. WEISBROD
PUBLIC DEFENDER

LAW OFFICE OF THE
BUTLER COUNTY PUBLIC DEFENDER
315 HIGH STREET, 8TH FLOOR
HAMILTON, OHIO 45011
PHONE: (513) 887-3540
FAX: (513) 887-3545

August 24, 2016

Please review and sign.

Please return to:

Angela Henderson
Public Defender
315 High Street, 8th floor
Hamilton, Ohio 45011

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN HAMILTON MUNICIPAL COURT
Public Defender and Assigned Counsel**

This Agreement is entered into by and between the Butler County Public Defender Commission, with a mailing address of 315 High Street, 8th Floor, Hamilton, Ohio 45011 (hereinafter referred to as the "COUNTY"), and the City of Hamilton, with a mailing address of 345 High Street, 7th Floor, Hamilton, Ohio 45011, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Butler County has adopted a program whereby a Public Defender Commission has been formed and has established a Public Defender Office for providing indigent defense and if there is a conflict, then the court will appoint assigned counsel attorneys.

WHEREAS, the COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent persons charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code §120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the COUNTY Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY its appropriate share if such has not already been calculated in the formula to determine compensation, and

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord.# _____, passed by the Hamilton City Council on _____, and by Resolution # _____, passed by the Butler County Public Defender Commission on _____.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The COUNTY, on behalf of the CITY, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in cases where the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the Public Defender office or appointed counsel in conflict situations, provide legal representation in Hamilton Municipal Court for indigent persons charged with any violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

- 2.1 For and in consideration of the CITY'S annual payment of the sum of \$96,127.25 to the COUNTY, said sum to be paid in equal monthly installments of \$8,010.60 per month due on or before the 15th of each month, for which the Public Defender Office provides representation in Hamilton Municipal Court in consideration of the COUNTY being authorized to receive and keep any and all reimbursement, if any, it may be able to obtain from the Ohio Public Defender Commission for such representation, the COUNTY agrees to have its Public Defender attorneys undertake the representation of indigent adults who are charged in the Hamilton Municipal Court with the commission of an offense that is a violation of a Hamilton Municipal Ordinance for which the penalty includes a potential loss of liberty. The parties further agree that due to the staffing commitment required from the COUNTY by the Hamilton Municipal Court, this payment may also include some contribution for representation in connection with certain violations under the Ohio Revised Code as contemplated by the parties.

- 2.2 In addition to the payments for the Public Defender services; in conflict situations, where assigned counsel is appointed, the County will pay the attorney and bill the CITY monthly for the municipal code violation cases the County paid assigned counsel in any particular month, based on qualifying attorney vouchers. The COUNTY will issue an invoice to the CITY.
- 2.3 Amounts paid by the CITY for representation of such indigent persons, whether by a contractual amount or fee schedule, shall not exceed the fee schedule in effect and adopted by the COUNTY Commissioners.
- 2.4 Applications for transcripts and expert fees may be made to the court. When granted by the court and in municipal code violation cases, the county will pay, bill the CITY and the CITY will reimburse the COUNTY.
- 2.5 The type of case (ORC vs Municipal Code) for payment purposes is based on the offense charged, not the offense of conviction or plea. If any ORC violation is charged at the same time as a Municipal Code violation, then the CITY is not required to reimburse the COUNTY.
- 2.6 The COUNTY shall promptly pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts the CITY expended pursuant to this agreement for assigned counsel costs.

(There is no sharing of state reimbursement for the County Public Defender office costs.)

3. DURATION OF CONTRACT and TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1, 2017 to December 31, 2017. This contract may be renewed for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.
- 3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of

this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail; return receipt requested or is hand delivered.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 Recognizing that the requests for reimbursement must be received by the State Public Defender in a timely manner, the Municipal Court Clerk shall promptly notify the COUNTY of the CITY ordinance cases completed and pending in any month.
- 4.3 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and

who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**BUTLER COUNTY PUBLIC
DEFENDER COMMISSION**

CITY OF HAMILTON

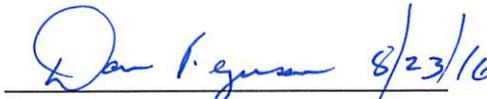


Jack F. Grove Date
Chairperson

Joshua A. Smith Date
City Manager

Approved as to Form Only:

Approved as to Form Only:



Dan Ferguson Date
Assistant Prosecuting Attorney

Heather Lewis Date
City of Hamilton Law Director

By adoption of its Resolution No. _____ adopted on _____, the Board of County Commissioners of Butler County has approved all provisions of this Agreement which pertain to the financing of defense counsel for indigent persons who are charged with a violation of the ordinances of the City of Hamilton.

**Board of County Commissioners of
Butler County, Ohio**

_____ Date

_____ Date

_____ Date

Approved:

_____ Date
Ohio Public Defender

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF HAMILTON, OHIO AND THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, RELATIVE TO REIMBURSEMENT OF APPOINTED LEGAL COUNSEL TO REPRESENT INDIGENT DEFENDANTS IN THE HAMILTON MUNICIPAL COURT.

WHEREAS, in order to comply with the requirements of Ohio Revised Code Section 120.33, relative to providing appointed/assigned legal counsel to indigent defendants, the City of Hamilton, Ohio and the Board of County Commissioners of Butler County entered into an Agreement in 2009, renewed in 2011, 2013, and 2015 for reimbursement of appointed legal counsel to represent indigent defendants in the Hamilton Municipal Court; and

WHEREAS, pursuant to the terms of said agreement, and in keeping with current State Statute, the City agrees to reimburse the County for the excess costs that are not paid by the State to the County for providing such appointed counsel; and

WHEREAS, said Agreement provides that it may be renewed by resolution of both parties and Council desires that said agreement for calendar year 2017 be authorized;

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

SECTION I: That for calendar year 2017, the Agreement between the City of Hamilton, Ohio and the Board of County Commissioners of Butler County for reimbursement of appointed legal counsel to represent indigent defendants in the Hamilton Municipal Court, be and is hereby authorized. 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.

SECTION II: That the City Manager is hereby authorized and directed to execute any and all documents necessary to accomplish the foregoing actions.

SECTION III: This resolution 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, Ohio, State of Ohio, hereby certify that the foregoing Resolution 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 NO. 1

AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN HAMILTON MUNICIPAL COURT
Public Defender and Assigned Counsel

This Agreement is entered into by and between the Butler County Public Defender Commission, with a mailing address of 315 High Street, 8th Floor, Hamilton, Ohio 45011 (hereinafter referred to as the "COUNTY"), and the City of Hamilton, with a mailing address of 345 High Street, 7th Floor, Hamilton, Ohio 45011, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Butler County has adopted a program whereby a Public Defender Commission has been formed and has established a Public Defender Office for providing indigent defense and if there is a conflict, then the court will appoint assigned counsel attorneys.

WHEREAS, the COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent persons charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code §120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the COUNTY Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY its appropriate share if such has not already been calculated in the formula to determine compensation, and

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord.# _____, passed by the Hamilton City Council on _____, and by Resolution# _____ passed by the Butler County Public Defender Commission on _____

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

1.1 The COUNTY, on behalf of the CITY, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in cases where the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.

1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the Public Defender office or appointed counsel in conflict situations, provide legal representation in Hamilton Municipal Court for indigent persons charged with any violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

2.1 For and in consideration of the CITY'S annual payment of the sum of \$96,127.25 to the COUNTY, said sum to be paid in equal monthly installments of \$8,010.60 per month due on or before the 15th of each month, for which the Public Defender Office provides representation in Hamilton Municipal Court in consideration of the COUNTY being authorized to receive and keep any and all reimbursement, if any, it may be able to obtain from the Ohio Public Defender Commission for such representation, the COUNTY agrees to have its Public Defender attorneys undertake the representation of indigent adults who are charged in the Hamilton Municipal Court with the commission of an offense that is a violation of a Hamilton Municipal Ordinance for which the penalty includes a potential loss of liberty. The parties further agree that due to the staffing commitment required from the COUNTY by the Hamilton Municipal Court, this payment may also include some contribution for representation in connection with certain violations under the Ohio Revised Code as contemplated by the parties.

Resolution No. _____ (cont'd)

2.2 In addition to the payments for the Public Defender services; in conflict situations, where assigned counsel is appointed, the County will pay the attorney and bill the CITY monthly for the municipal code violation cases the County paid assigned counsel in any particular month, based on qualifying attorney vouchers. The COUNTY will issue an invoice to the CITY.

2.3 Amounts paid by the CITY for representation of such indigent persons, whether by a contractual amount or fee schedule, shall not exceed the fee schedule in effect and adopted by the COUNTY Commissioners.

2.4 Applications for transcripts and expert fees may be made to the court. When granted by the court and in municipal code violation cases, the county will pay, bill the CITY and the CITY will reimburse the COUNTY.

2.5 The type of case (ORC vs Municipal Code) for payment purposes is based on the offense charged, not the offense of conviction or plea. If any ORC violation is charged at the same time as a Municipal Code violation, then the CITY is not required to reimburse the COUNTY.

2.6 The COUNTY shall promptly pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts the CITY expended pursuant to this agreement for assigned counsel costs.

(There is no sharing of state reimbursement for the County Public Defender office costs.)

3. DURATION OF CONTRACT and TERMINATION

3.1 The term of this agreement shall be for one year, January 1, 2017 to December 31, 2017. This contract may be renewed for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.

3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of

this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail; return receipt requested or is hand delivered.

4. TERMS OF AGREEMENT

4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

4.2 Recognizing that the requests for reimbursement must be received by the State Public Defender in a timely manner, the Municipal Court Clerk shall promptly notify the COUNTY of the CITY ordinance cases completed and pending in any month.

4.3 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.

4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and

Resolution No. _____ (cont'd)

who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**BUTLER COUNTY PUBLIC
DEFENDER COMMISSION**

CITY OF HAMILTON



Jack F. Grove Date
Chairperson

Joshua A. Smith Date
City Manager

Approved as to Form Only:

Approved as to Form Only:



Dan Ferguson Date
Assistant Prosecuting Attorney

Heather Lewis Date
City of Hamilton Law Director

Resolution No. _____ (cont'd)

By adoption of its Resolution No. _____ adopted on _____, the Board of County Commissioners of Butler County has approved all provisions of this Agreement which pertain to the financing of defense counsel for indigent persons who are charged with a violation of the ordinances of the City of Hamilton.

**Board of County Commissioners of
Butler County, Ohio**

Date

Date

Date

Approved:

Ohio Public Defender Date

City Council Meeting Staff Report

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

Report From: Joshua Smith, City Manager

Agenda Item: Authorizing and directing the City Manager to execute an agreement to relocate six murals painted by Robert McCloskey from MIT to Hamilton

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"/> 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 checked="" type="checkbox"/> E Engage citizens in activities <input type="checkbox"/> O General operations
Ordinance or Resolution <i>Resolution</i>	<input checked="" type="checkbox"/> 1 st Reading Date: 9-14-16 <input type="checkbox"/> 2 nd Reading Date: <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): City Council Meeting 8-10-16: R2016-8-29	
Contract	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$ 0 Expenditure: \$40,000 (estimated) Source Funds: Civic Donations	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation authorizing and directing the City Manager execute an agreement to relocate six murals painted by Robert McCloskey from MIT to the City of Hamilton?

Policy Alternative(s)

Council may choose not to adopt such legislation authorizing and directing the City Manager execute an agreement to relocate six murals painted by Robert McCloskey from MIT to the City of Hamilton.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation authorizing and directing the City Manager execute an agreement to relocate six murals painted by Robert McCloskey from MIT to the City of Hamilton.

Statutory/Policy Authority

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



Fiscal Impact Summary

It is an estimated \$40,000 to relocate and restore all 6 murals. The Hamilton Community Foundation and the City of Sculpture are actively working with donors to secure this funding.

Background Information

In 1939, Hamilton native Robert McCloskey was hired to help paint six large murals for the Kendall Square headquarters of the Lever Brothers Company in Boston, Massachusetts. At the time Robert was relatively unknown as a writer and artist as his first major children's book "*Make Way for Ducklings*" was not published until 1941.

The Massachusetts Institute of Technology (MIT) purchased the Lever Brothers building in the early 1950s to house its Sloan School of Management and the murals stayed in place throughout this transition and remained a part of the school until the building underwent a major renovation in 2013. It was concluded that due to the sheer amount of construction that would in the vicinity of the murals, the murals would be destroyed or severely damaged. With the new layout and design of the lobby of the building the murals no longer fit as their classic style of painting does not blend in with the lobby's new modern look. Additionally, the murals are each nearly 14 feet tall and 11 feet wide.

Since the beginning of the renovations to the building in 2013 the canvas murals have been placed in storage waiting for a new home. MIT has not been able to find anyone in the Boston area that has been willing to take the murals. They have stated that they reached out to museums, government agencies, businesses, and even the artists' relatives.

This resolution would be authorizing and directing the City Manager execute an agreement to relocate six murals painted by Robert McCloskey from MIT to the City of Hamilton. Per Resolution 2016-8-29 passed by City Council on August 10, 2016 if an agreement could be worked out between the City Manager and MIT that agreement would be brought before City Council for final approval. Such a deal has since been worked out and now needs City Council approval.

Attached Information

N/A

Copies Provided to:

N/A



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO RELOCATE SIX MURALS PAINTED BY ROBERT MCCLOSKEY FROM THE MASSACHUSETTS INSTITUTE OF TECHNOLOGY (MIT) TO THE CITY OF HAMILTON, OHIO.

WHEREAS, the Administration of the City of Hamilton, Ohio, has recommended that City Council authorize and direct the City Manager to execute an agreement with the Massachusetts Institute of Technology (hereinafter referred to as "MIT") in order to relocate six murals painted by Hamilton native Robert McCloskey from MIT in Boston, Massachusetts to the City of Hamilton, Ohio; and

WHEREAS, in 1939, Hamilton native Robert McCloskey was hired to help paint six large murals for the Kendall Square headquarters of the Lever Brothers Company in Boston, Massachusetts; and

WHEREAS, MIT purchased the Lever Brothers building in the early 1950s to house its Sloan School of Management and the murals stayed in place throughout this transition and remained a part of the school until the building underwent a major renovation in 2013. It was concluded that due to the sheer amount of construction that would be in the vicinity of the murals, the murals would be destroyed or severely damaged; and

WHEREAS, since the beginning of the renovations to the building in 2013, the canvas murals have been placed in storage waiting for a new home. MIT has not been able to find anyone in the Boston area that has been willing to take the murals. They have stated that they reached out to museums, government agencies, businesses, and even the artists' relatives; and

WHEREAS, on August 10, 2016 City Council passed Resolution Number R2016-8-29 authorizing and directing the City Manager to contact MIT regarding the relocation of these six murals to Hamilton, Ohio and if an agreement could be constructed then it would be brought forth to City Council for approval before being signed. Such an agreement has been constructed and a draft version of it is attached to this Resolution as Exhibit No. 1 and now requires City Council's final approval.

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 agreement with MIT in order to relocate six murals painted by Hamilton native Robert McCloskey from MIT in Boston, Massachusetts to the City of Hamilton, Ohio and display them within our community for the public good.

SECTION II: 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 Resolution 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

AGREEMENT AND DEED OF GIFT

This Agreement and Deed of Gift (“Agreement”) is made as of September _____, 2016, by and between the Massachusetts Institute of Technology, a Massachusetts non-profit corporation (“MIT”), and the City of Hamilton, Ohio (the “City” and, together with MIT, the “Parties”).

WHEREAS, MIT is the owner of the six canvas murals depicting scenes of Boston, by Francis Scott Bradford (the “Murals”), which are further described at Exhibit A hereto; and

WHEREAS, after a period of years during which the Murals were displayed in MIT’s Sloan School of Management, and in connection with a major building renovation, the Murals were moved to a storage facility in order to ensure their safekeeping; and

WHEREAS, MIT has determined that it will no longer display the Murals and that, therefore, it will deaccession the Murals;

WHEREAS, in connection with its deaccession of the Murals, MIT desires to transfer them to an appropriate organization that will take title to the Murals and ensure their safekeeping; and

WHEREAS, the City, acting by and through its City Council, has expressed its interest in and willingness to taking ownership of the Murals relative to displaying them within the City for the public good;

NOW, THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

Section 1. Removal of Murals; Consideration; Transfer of Title.

1.1 At a mutually acceptable time and date, the City will, at the City's sole cost, expense and risk, remove the Murals from MIT’s storage facility at the address listed on Exhibit B (the "Site").

1.2 The sole consideration to benefit MIT as a result of the transaction contemplated by this Agreement shall be the convenience of having the Murals removed from the Site and the knowledge that the Murals will be well preserved and

Resolution No. _____ (cont'd)

displayed for the enjoyment of the public. No monetary consideration shall be due to MIT under the terms of this Agreement.

1.3 Effective upon the City's removal of the Murals from the Site, MIT hereby transfers, assigns and conveys to the City all of MIT's right, title and interest in and to the Murals.

Section 2. The City's Representation.

The City represents that in consideration of its receipt of the Murals, it will take reasonable precautions to protect and preserve the Murals, and shall exhibit the Murals where they may be viewed by the public.

Section 3. Disclaimer of Warranties; Limitation of Liability.

3.1 The Murals will be conveyed to the City as is and where is. MIT makes no warranties, express or implied, whether of title, merchantability or fitness for any particular purpose or use or otherwise, on the Murals.

3.2 Under no circumstances will MIT be liable to the City or any other person for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the Murals.

Section 4. Entire Agreement; Amendments.

This Agreement embodies the entire agreement between the City and MIT with respect to the Murals and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Murals. This Agreement may not be amended or modified except by a writing signed by both Parties.

Section 5. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts as applicable to agreements made and wholly performed in Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Resolution No. _____ (cont'd)

MASSACHUSETTS INSTITUTE OF
TECHNOLOGY

THE CITY OF HAMILTON, OHIO

By: Israel Ruiz
Title: Executive Vice President and Treasurer

By:
Title:

Property Description

The Murals, each approximately 13' 6" high by 10' 10.5" wide, depict scenes of Boston in the early decades of the 20th century. They are highly evocative of both period and place. The titles and MIT Museum accession numbers are:

<i>300th Anniversary</i>	MEM---2760.01
<i>Boston Fish Wharf</i>	MEM---2760.02
<i>Esplanade Concert</i>	MEM---2760.03
<i>Louisburg Square (with Bell Ringers)</i>	MEM---2760.04
<i>Skating in the Public Gardens</i>	MEM---2760.05
<i>John W. Weeks Bridge</i>	MEM---2760.06

Artist:

Francis Scott Bradford, 1898---1961, painter and teacher, Cornwall Bridge, CT (His papers are in the Archives of American Art, Smithsonian Institution, Washington, D.C.)

Assistant Artists:

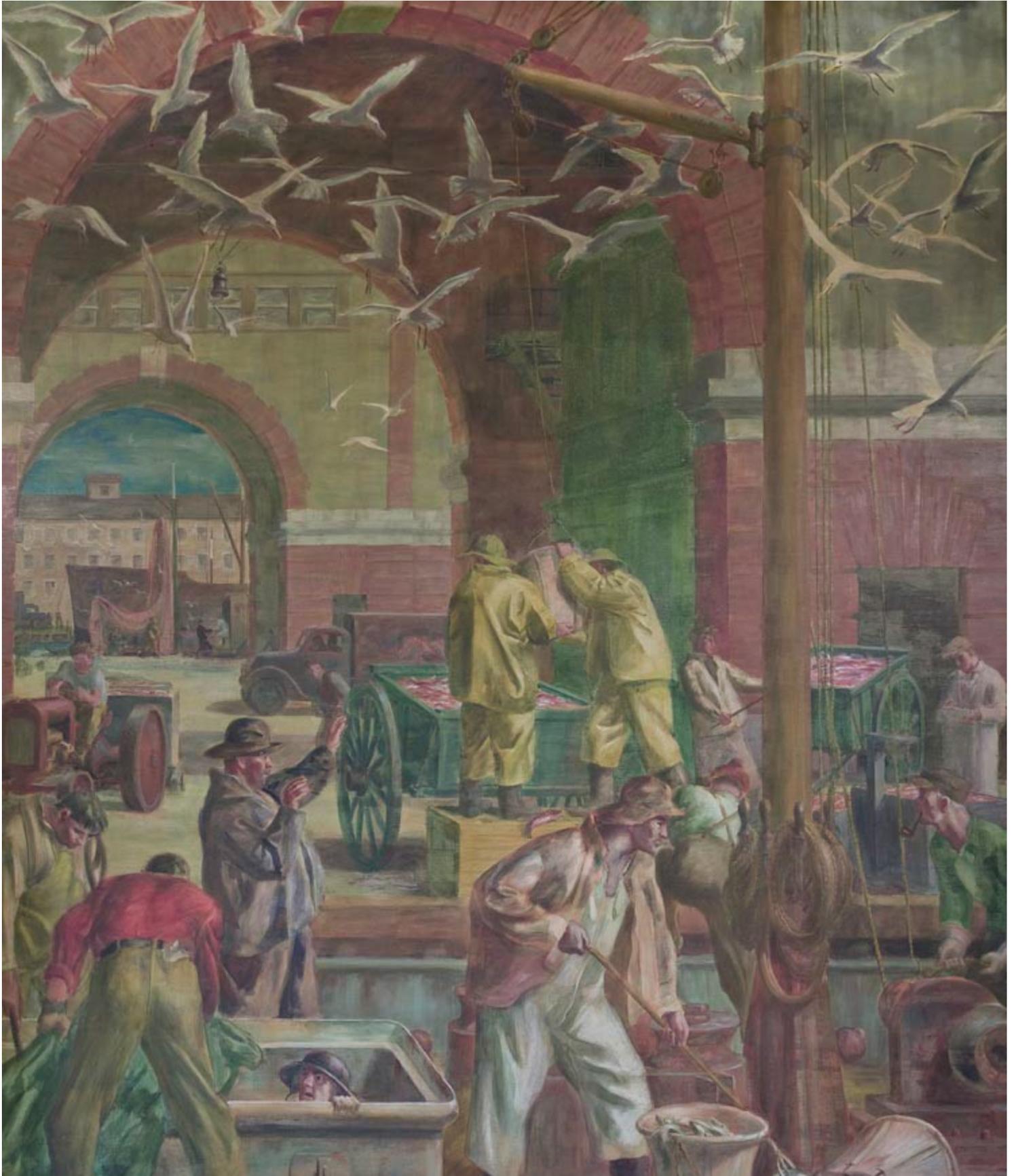
Robert McCloskey, 1914---2003, author and illustrator of children's books (His *Make Way for Ducklings* won the 1942 Caldecott Medal.)

Marc Simont, born November 23, 1915 -- 2013, political cartoonist and illustrator of more than a hundred children's books

Resolution No. _____ (cont'd)



Resolution No. _____ (cont'd)



Resolution No. _____ (cont'd)



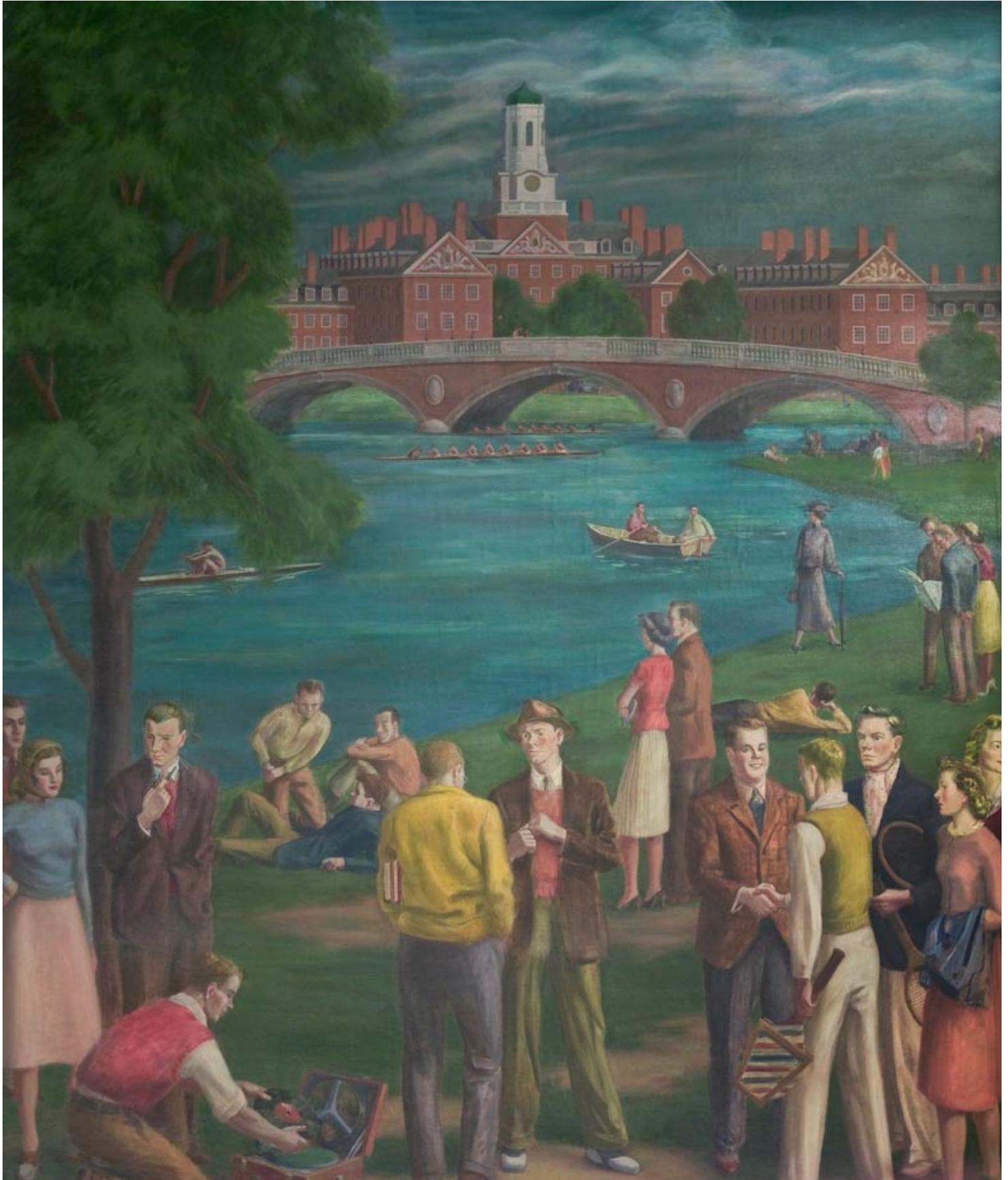
Resolution No. _____ (cont'd)



Resolution No. _____ (cont'd)



Resolution No. _____ (cont'd)



Resolution No. _____ (cont'd)

Exhibit B

Storage Site for Pick-Up of Murals

AGREEMENT AND DEED OF GIFT

This Agreement and Deed of Gift (“Agreement”) is made as of September _____, 2016, by and between the Massachusetts Institute of Technology, a Massachusetts non-profit corporation (“MIT”), and the City of Hamilton, Ohio (the “City” and, together with MIT, the “Parties”).

WHEREAS, MIT is the owner of the six canvas murals depicting scenes of Boston, by Francis Scott Bradford (the “Murals”), which are further described at Exhibit A hereto; and

WHEREAS, after a period of years during which the Murals were displayed in MIT’s Sloan School of Management, and in connection with a major building renovation, the Murals were moved to a storage facility in order to ensure their safekeeping; and

WHEREAS, MIT has determined that it will no longer display the Murals and that, therefore, it will deaccession the Murals;

WHEREAS, in connection with its deaccession of the Murals, MIT desires to transfer them to an appropriate organization that will take title to the Murals and ensure their safekeeping; and

WHEREAS, the City, acting by and through its City Council, has expressed its interest in and willingness to taking ownership of the Murals relative to displaying them within the City for the public good;

NOW, THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

Section 1. Removal of Murals; Consideration; Transfer of Title.

1.1 At a mutually acceptable time and date, the City will, at the City's sole cost, expense and risk, remove the Murals from MIT’s storage facility at the address listed on Exhibit B (the "Site").

1.2 The sole consideration to benefit MIT as a result of the transaction contemplated by this Agreement shall be the convenience of having the Murals removed from the Site and the knowledge that the Murals will be well preserved and displayed for the enjoyment of the public. No monetary consideration shall be due to MIT under the terms of this Agreement.

1.3 Effective upon the City's removal of the Murals from the Site, MIT hereby transfers, assigns and conveys to the City all of MIT's right, title and interest in and to the Murals.

Section 2. The City's Representation.

The City represents that in consideration of its receipt of the Murals, it will take reasonable precautions to protect and preserve the Murals, and shall exhibit the Murals where they may be viewed by the public.

Section 3. Disclaimer of Warranties; Limitation of Liability.

3.1 The Murals will be conveyed to the City as is and where is. MIT makes no warranties, express or implied, whether of title, merchantability or fitness for any particular purpose or use or otherwise, on the Murals.

3.2 Under no circumstances will MIT be liable to the City or any other person for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the Murals.

Section 4. Entire Agreement; Amendments.

This Agreement embodies the entire agreement between the City and MIT with respect to the Murals and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Murals. This Agreement may not be amended or modified except by a writing signed by both Parties.

Section 5. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts as applicable to agreements made and wholly performed in Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MASSACHUSETTS INSTITUTE OF
TECHNOLOGY

THE CITY OF HAMILTON, OHIO

By: Israel Ruiz
Title: Executive Vice President and Treasurer

By:
Title:

Exhibit A

Property Description

The Murals, each approximately 13' 6" high by 10' 10.5" wide, depict scenes of Boston in the early decades of the 20th century. They are highly evocative of both period and place. The titles and MIT Museum accession numbers are:

<i>300th Anniversary</i>	MEM--2760.01
<i>Boston Fish Wharf</i>	MEM--2760.02
<i>Esplanade Concert</i>	MEM--2760.03
<i>Louisburg Square (with Bell Ringers)</i>	MEM--2760.04
<i>Skating in the Public Gardens</i>	MEM--2760.05
<i>John W. Weeks Bridge</i>	MEM--2760.06

Artist:

Francis Scott Bradford, 1898--1961, painter and teacher, Cornwall Bridge, CT (His papers are in the Archives of American Art, Smithsonian Institution, Washington, D.C.)

Assistant Artists:

Robert McCloskey, 1914--2003, author and illustrator of children's books (His *Make Way for Ducklings* won the 1942 Caldecott Medal.)

Marc Simont, born November 23, 1915 -- 2013, political cartoonist and illustrator of more than a hundred children's books













Storage Site for Pick-Up of Murals

City Council Meeting Staff Report

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

Report From: Richard A. Engle, P.E., Director of Public Works/City Engineer

Agenda Item: Resolution Authorizing Grant Application to Ohio Public Works Commission (OPWC) for the 2017 Hamilton Road Improvement Project

<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 <i>Resolution</i></p>	<p>1st Reading Date: 9-14-16 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 type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$1,000,000 Expenditure: \$1,000,000 Source Funds: OPWC</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 a Resolution which authorizes and directs the filing of a grant application with the Ohio Public Works Commission (OPWC) relative to funding for the 2017 Hamilton Road Improvement Project and to accept the grant if offered?

Policy Alternative(s)

Council may choose not to adopt such legislation.

Staff Recommendation

It is the recommendation of this office Council receive this report and adopt a resolution authorizing and directing the filing of a grant application in the amount of \$1,000,000 with the Ohio Public Works Commission (OPWC) for the 2017 Hamilton Road Improvement Project and to accept the grant if offered.

Statutory/Policy Authority

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



Fiscal Impact Summary

The City will be responsible to provide matching funds of 51% and will utilize Stormwater (Fund 279), Infrastructure Renewal (Fund 311) and Special Assessment (Fund 301) to accomplish the required matching funds. The dollar amount from each source has not been determined at this time and is subject to future Council approval.

Background Information

The City of Hamilton is a member of the OPWC District #10 which typically has an annual grant budget of about \$12 million. This is Program Year 31 for the Ohio Public Works Commission funding program. The City has applied and received grant funds each year during the program life. This program is competitive so the City's project must meet the necessary criteria, including matching funds.

Attached Information

N/A

Copies Provided to:

N/A



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF A GRANT APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION RELATIVE TO FUNDING FOR THE 2017 HAMILTON ROAD IMPROVEMENT PROJECT.

WHEREAS, the City of Hamilton, Ohio intends to submit a project for consideration for a grant in the amount of \$1,000,000 from the Ohio Public Works Commission (OPWC) for funding of the 2017 Hamilton Road Improvement Project which will rehabilitate various streets throughout the City; and

WHEREAS, the City is a member of OPWC District No. 10 which typically has an annual budget of about \$12 million and this is Program Year 31 for the Ohio Public Works Commission funding program; and

WHEREAS, the City has applied and received grant funds each year during the program life and this program, which is competitive, requires that the City's project meet the necessary criteria, including matching funds; and

WHEREAS, it is anticipated that local funding will be secured from the Stormwater Fund, Infrastructure Renewal Fund and Special Assessment Fund, with the exact amount from each source to be determined by Council at a future date; and

WHEREAS, Council wishes to authorize and direct the filing of a grant application with OPWC for the 2017 Hamilton Road Improvement Project and accept said grant when and if it is awarded;

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 submit an application for filing with the Ohio Public Works Commission (OPWC) for a grant in the amount of One Million Dollars (\$1,000,000.00) to fund the 2017 Hamilton Road Improvement Project within the corporate limits of the City of Hamilton, Ohio.

SECTION II. That the City Manager is hereby authorized and directed to provide and execute any additional documents which may be required by OPWC to secure the aforesaid grant.

SECTION III. That, if said grant is approved and issued by OPWC, the City Manger is hereby authorized and directed to accept the same and comply with the conditions of the grant and the funding for the aforesaid project.

SECTION IV. 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, Nick Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Resolution 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 and Members of the City Council

Report From: Kevin M. Maynard, Director of Public Utilities

Agenda Item: 2017 Arlington Avenue Water Main Replacement Project Financing

<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 <i>Resolution</i></p>	<p>1st Reading Date: 9-14-16 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): Previously approved as a Caucus Item – August 24, 2016</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$755,400</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>
	<p>Expenditure: \$755,400</p>	
	<p>Source Funds: OPWC Loan</p>	

Policy Issue

Does Council wish to authorize and direct submission of a loan application to the Ohio Public Works Commission (OPWC) to fund the proposed 2017 Arlington Avenue Water Main Replacement Project and to accept a 30-year, zero percent interest loan if said application is approved?

Policy Alternative(s)

Council may choose not to submit an OPWC loan application and direct staff to pursue other means of financing the proposed water main improvement project. Council may also elect not to pursue the proposed water main improvement project.

Staff Recommendation

Staff recommends that Council receive this report and adopt a resolution authorizing and directing submission of a OPWC loan application in an amount of up to \$755,400 for the 2017 Arlington Avenue Water Main Replacement Project and to accept said loan if approved by the OPWC.

Statutory/Policy Authority

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



Fiscal Impact Summary

The estimated cost of the proposed water main improvement is approximately \$755,400. This project is part of the 2017 Water Utility Capital Improvement Projects. The OPWC loan will allow the City to avoid 2017 financial impacts and to budget future debt service payments. The proposed OPWC financing is a 30-year, zero percent interest loan. Allowing the City to pay for the proposed improvement over 30 years without interest charges not only more closely matches the cost of the improvement to the service life of the improvement, but also allows the Water Utility to retain approximately \$755,400 in its capital improvement fund for other needed projects.

Background Information

The Arlington Avenue Water Main Replacement Project includes replacement of approximately 3,350 lineal feet of 6"cast iron water main with 8"ductile iron from Andover Avenue north to River Road. This section of Arlington Avenue was installed the late 1940's and early 1950's. Since the installation, there have been 17 water main breaks which have impacted the 122 water services or customers. Therefore, staff recommends proceeding with replacement of the Arlington Avenue water main in 2017. (See Attached Exhibit)

Attached Information

Map Attached

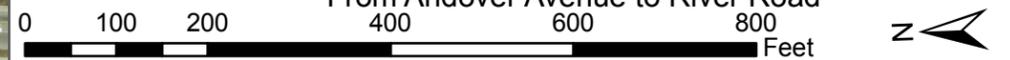
Copies Provided to:

City of Hamilton Public Utilities Commission



Exhibit 1 Arlington Avenue Water Main Replacement

From Andover Avenue to River Road



HAYES AVE.

HAYES AVE.

RIVER RD.

ST. CLAIR AVE.

PLEASANT AVE.

ARLINGTON AVE.

ANDOVER AVE.

FREEMAN AVE.

BEDFORD AVE.

JOE NUXHALL WAY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF A LOAN APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE 2017 ARLINGTON AVENUE WATER MAIN REPLACEMENT PROJECT, AND ACCEPTING A ZERO-INTEREST LOAN IF IT IS AWARDED.

WHEREAS, the City of Hamilton, Ohio has received notice that financial assistance is available from the Ohio Public Works Commission (OPWC) in the form of an zero-interest loan and City Administration recommends that the City file an application for \$755,400.00 in loan funds for the 2017 Arlington Avenue Water Main Replacement Project; and

WHEREAS, this project includes replacement of approximately 3,350 linear feet of 6" cast iron water main installed in the late 1940's and early 1950's with 8" ductile iron pipe and the loan, if awarded, would be effective July 1, 2017; and

WHEREAS, the City is a member of OPWC District 10 and this project received a preliminary ranking that makes it a part of the program that District 10 Integrating Committee will submit to OPWC for approval and award of funding; and

WHEREAS, this Council desires to authorize and direct the filing of an application for a total of \$755,400.00 in loan funds from OPWC and to accept a zero-interest loan if it is awarded.

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 file an application with the OPWC for Seven Hundred Fifty-Five Thousand Four-Hundred Dollars (\$755,400.00) in loan funds, for the 2017 Arlington Avenue Water Main Replacement Project.

SECTION II: That, if said application is approved and a zero-interest loan is awarded by the OPWC, the City Manager is hereby authorized and directed to accept the same and comply with the conditions of the loan and the funding for the aforesaid project.

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, Nick Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Resolution 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 and Members of the City Council

Report From: Kevin M. Maynard, Director of Public Utilities

Agenda Item: 2017 Southern Hills Subdivision Water Main Replacement Project Financing

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	1 st Reading Date: 9-14-16 2 nd Reading Date: 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): Previously approved as a Caucus Item – August 24, 2016	
Contract	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$2,561,800	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>
	Expenditure: \$2,561,800	
	Source Funds: OPWC Loan	

Policy Issue

Does Council wish to authorize and direct submission of a loan application to the Ohio Public Works Commission (OPWC) to fund the proposed 2017 Southern Hills Subdivision Water Main Replacement Project and to accept a 30-year, zero percent interest loan if said application is approved?

Policy Alternative(s)

Council may choose not to submit an OPWC loan application and direct staff to pursue other means of financing the proposed water main improvement project. Council may also elect not to pursue the proposed water main improvement project.

Staff Recommendation

Staff recommends that Council receive this report and adopt a resolution authorizing and directing submission of a OPWC loan application in an amount of up to \$2,561,800 for the 2017 Southern Hills Subdivision Water Main Replacement Project and to accept said loan if approved by the OPWC.

Statutory/Policy Authority

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



Fiscal Impact Summary

The estimated cost of the proposed water main improvement is approximately \$2,561,800. This project is part of the 2017 Water Utility Capital Improvement Projects. The OPWC loan will allow the City to avoid 2017 financial impacts and to budget future debt service payments. The proposed OPWC financing is a 30-year, zero percent interest loan. Allowing the City to pay for the proposed improvement over 30 years without interest charges not only more closely matches the cost of the improvement to the service life of the improvement, but also allows the Water Utility to retain approximately \$2,561,800 in its capital improvement fund for other needed projects.

Background Information

The Southern Hills Subdivision Water Main Replacement Project includes the replacement of approximately 10,785 linear feet of 6" cast iron water/HDPE main. The existing water main will be replaced with 8" ductile iron from:

- Southern Hills Boulevard - From Southwood Drive to Pyramid Hill Boulevard
- Oakmont Avenue - From Smith Road to just west of Cadillac Drive at the end of the street
- Briarwood Drive - From Cadillac Drive east and then south to the end of the street
- Cadillac Avenue - From Oakmont Avenue to Golfview Drive
- Dale Road - From Valley View Drive north to the end of the cul-de-sac
- Maple Court - From Oakmont Avenue to the end of the cul-de-sac
- Valley View Drive - From Oakmont Avenue to Southern Hills Boulevard

The water mains in the above listed areas were installed in the early 1950's. A portion of Southern Hills Boulevard and Cadillac Avenue have HDPE water main installed in the late 1990's and early 2000's. Since the installation, there have been 59 water main breaks, collectively, which have impacted 232 services/customers. In addition to the water main breaks, there have been water valve problems, many of which need to be replaced. Also, the Public Works Department has plans to resurface the roadway in this area in 2017. It is essential to make the necessary infrastructure repairs/replacement prior to the planned roadway work. Therefore, staff recommends proceeding with replacement of the Southern Hills Subdivision water main in 2017. (See Attached Exhibit)

Attached Information

Map Attached

Copies Provided to:

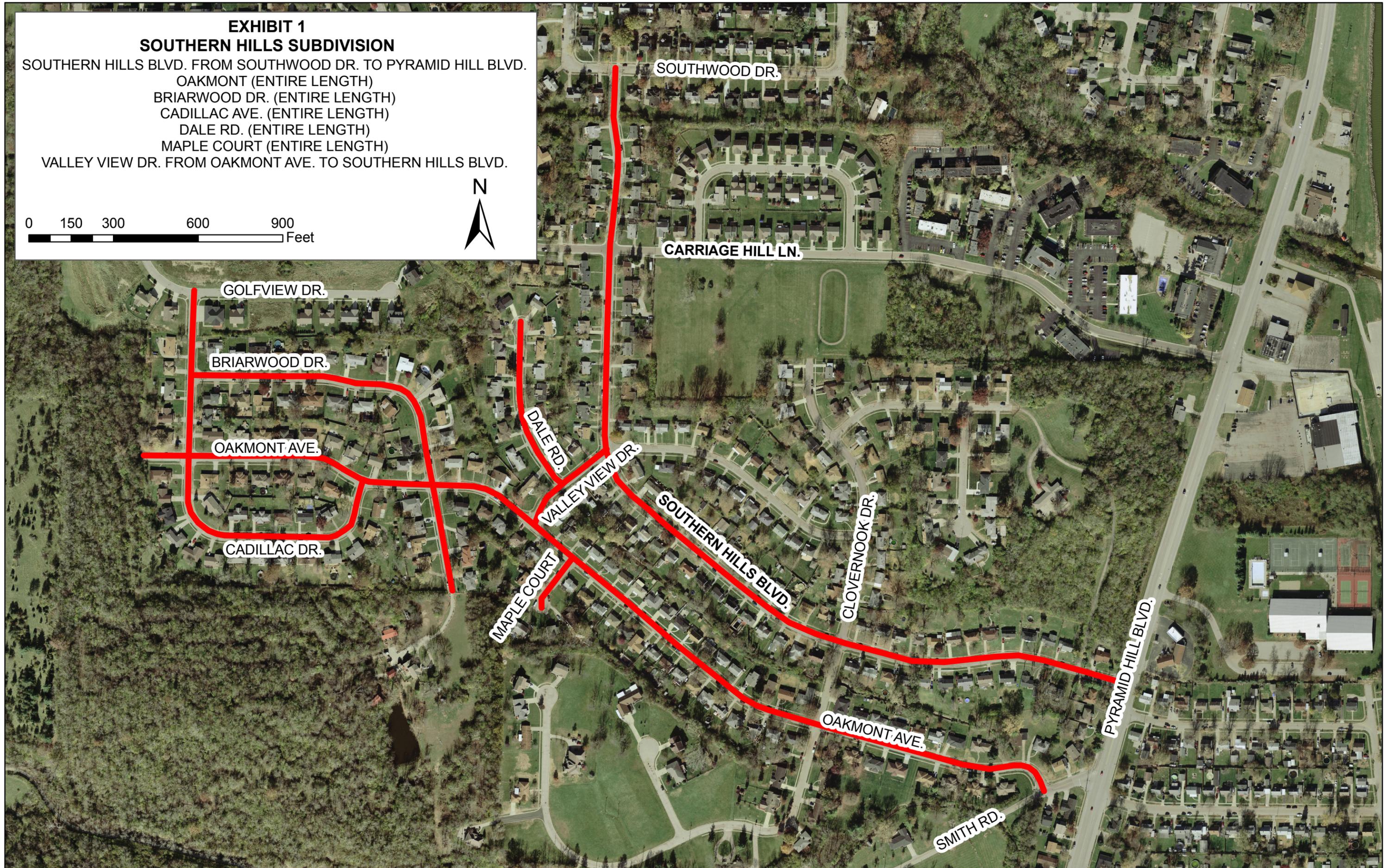
City of Hamilton Public Utilities Commission



EXHIBIT 1

SOUTHERN HILLS SUBDIVISION

SOUTHERN HILLS BLVD. FROM SOUTHWOOD DR. TO PYRAMID HILL BLVD.
OAKMONT (ENTIRE LENGTH)
BRIARWOOD DR. (ENTIRE LENGTH)
CADILLAC AVE. (ENTIRE LENGTH)
DALE RD. (ENTIRE LENGTH)
MAPLE COURT (ENTIRE LENGTH)
VALLEY VIEW DR. FROM OAKMONT AVE. TO SOUTHERN HILLS BLVD.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF A LOAN APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE 2017 SOUTHERN HILLS SUBDIVISION WATER MAIN REPLACEMENT PROJECT, AND ACCEPTING A ZERO-INTEREST LOAN IF IT IS AWARDED.

WHEREAS, the City of Hamilton, Ohio has received notice that financial assistance is available from the Ohio Public Works Commission (OPWC) in the form of an zero-interest loan and City Administration recommends that the City file an application for \$2,561,800.00 in loan funds for the 2017 Southern Hills Subdivision Water Main Replacement Project; and

WHEREAS, this project includes replacement of approximately 10,785 linear feet of 6" cast iron water main installed in the early 1950's with 8" ductile iron pipe and the loan, if awarded, would be effective July 1, 2017; and

WHEREAS, the City is a member of OPWC District 10 and this project received a preliminary ranking that makes it a part of the program that District 10 Integrating Committee will submit to OPWC for approval and award of funding; and

WHEREAS, this Council desires to authorize and direct the filing of an application for a total of \$2,561,800.00 in loan funds from OPWC and to accept a zero-interest loan if it is awarded.

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 file an application with the OPWC for Two Million Five Hundred Sixty-One Thousand Eight-Hundred Dollars (\$2,561,800.00) in loan funds, for the 2017 Southern Hills Subdivision Water Main Replacement Project.

SECTION II: That, if said application is approved and a zero-interest loan is awarded by the OPWC, the City Manager is hereby authorized and directed to accept the same and comply with the conditions of the loan and the funding of the aforesaid project.

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, Nick Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Resolution 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 and Members of the City Council

Report From: Kevin M. Maynard, Director of Public Utilities

Agenda Item: 2017 State Route 4 (Dixie Highway) Water Main Replacement Project Financing

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 <i>Resolution</i>	1 st Reading Date: 9-14-16 2 nd Reading Date: 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): Previously approved as a Caucus Item – August 24, 2016	
Contract	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$473,550	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>
	Expenditure: \$473,550	
	Source Funds: OPWC Loan	

Policy Issue

Does Council wish to authorize and direct submission of a loan application to the Ohio Public Works Commission (OPWC) to fund the proposed 2017 State Route 4 (Dixie Highway) Water Main Replacement Project and to accept a 30-year, zero percent interest loan if said application is approved?

Policy Alternative(s)

Council may choose not to submit an OPWC loan application and direct staff to pursue other means of financing the proposed water main improvement project. Council may also elect not to pursue the proposed water main improvement project.

Staff Recommendation

Staff recommends that Council receive this report and adopt a resolution authorizing and directing submission of a OPWC loan application in an amount of up to \$473,550 for the 2017 State Route 4 (Dixie Highway) Water Main Replacement Project and to accept said loan if approved by the OPWC.

Statutory/Policy Authority

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



Fiscal Impact Summary

The estimated cost of the proposed water main improvement is approximately \$473,550. This project is part of the 2017 Water Utility Capital Improvement Projects. The OPWC loan will allow the City to avoid 2017 financial impacts and to budget future debt service payments. The proposed OPWC financing is a 30-year, zero percent interest loan. Allowing the City to pay for the proposed improvement over 30 years without interest charges not only more closely matches the cost of the improvement to the service life of the improvement, but also allows the Water Utility to retain approximately \$473,550 in its capital improvement fund for other needed projects.

Background Information

The State Route 4 (Dixie Highway) Water Main Replacement Project includes the replacement of approximately 2,100 linear feet of 8" cast iron water main. The existing water main will be replaced with 8" ductile iron from Bishop Avenue north to Corwin Avenue. This section of State Route 4 (Dixie Highway) was installed in 1960. Since the installation, there have been four water main breaks which have impacted the 13 water services or customers. Public Works plans to resurface this section of roadway in 2017. It is essential to make the necessary infrastructure repairs/replacement prior to the planned roadway work. Therefore, staff recommends proceeding with replacement of the State Route 4 (Dixie Highway) water main in 2017. (See Attached Exhibit)

Attached Information

Map Attached

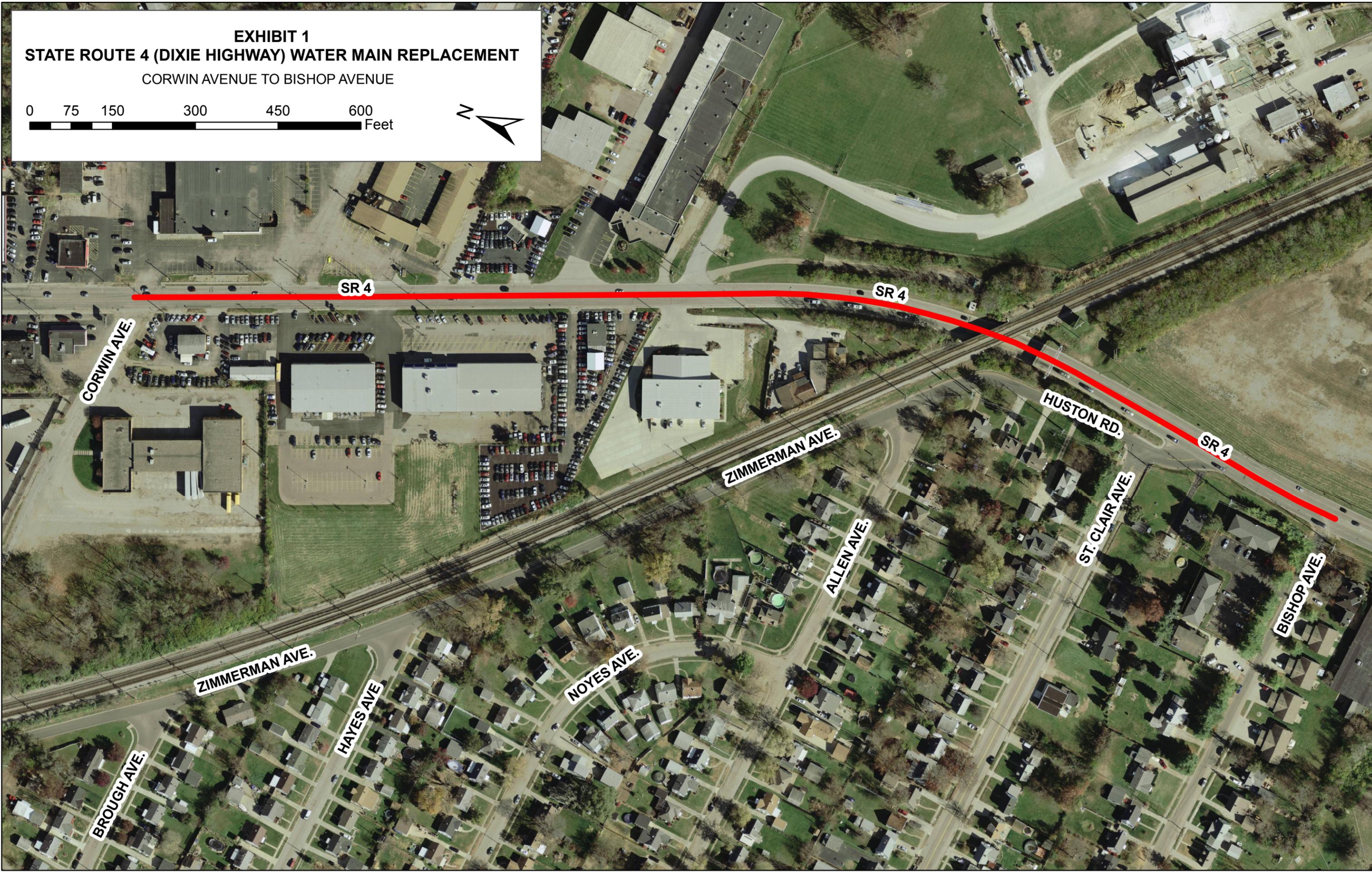
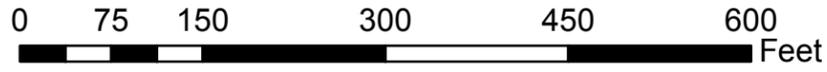
Copies Provided to:

City of Hamilton Public Utilities Commission



EXHIBIT 1
STATE ROUTE 4 (DIXIE HIGHWAY) WATER MAIN REPLACEMENT

CORWIN AVENUE TO BISHOP AVENUE



CORWIN AVE.

SR 4

SR 4

ZIMMERMAN AVE.

HUSTON RD.

SR 4

ST. CLAIR AVE.

BISHOP AVE.

ZIMMERMAN AVE.

NOYES AVE.

HAYES AVE.

BROUGH AVE.

ALLEN AVE.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF A LOAN APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE 2017 STATE ROUTE 4 (DIXIE HIGHWAY) WATER MAIN REPLACEMENT PROJECT, AND ACCEPTING A ZERO-INTEREST LOAN IF IT IS AWARDED.

WHEREAS, the City of Hamilton, Ohio has received notice that financial assistance is available from the Ohio Public Works Commission (OPWC) in the form of an zero-interest loan and City Administration recommends that the City file an application for \$473,550.00 in loan funds for the 2017 State Route 4 (Dixie Highway) Water Main Replacement Project; and

WHEREAS, this project includes replacement of approximately 2,100 linear feet of 8" cast iron water installed in 1960 with 8" ductile iron pipe and the loan, if awarded, would be effective July 1, 2017; and

WHEREAS, the City is a member of OPWC District 10 and this project received a preliminary ranking that makes it a part of the program that District 10 Integrating Committee will submit to OPWC for approval and award of funding; and

WHEREAS, this Council desires to authorize and direct the filing of an application for a total of \$473,550.00 in loan funds from OPWC and to accept a zero-interest loan if it is awarded.

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 file an application with the OPWC for Four-Hundred Seventy-Three Thousand Five Hundred Fifty Dollars (\$473,550.00) in loan funds, for the 2017 State Route 4 (Dixie Highway) Water Main Replacement Project.

SECTION II: That, if said application is approved and a zero-interest loan is awarded by the OPWC, the City Manager is hereby authorized and directed to accept the same and comply with the conditions of the loan and the funding for the aforesaid project.

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, Nick Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Resolution 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**