



**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 Kathleen Klink

**Pledge of Allegiance**

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

1. Public Works High – Main Street Traffic Discussion

**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 – High Street - Main Street Traffic Report

**Caucus Agenda January 11, 2017**

1. [Recommendation Relative to amend existing Schedule “D-2” of the City’s Classification and Compensation Plan.](#)
2. [Recommendation Relative to enact legislation to establish Employee Recognition Program.](#)
3. [Recommendation Relative to a Report regarding Application for Change of Corporate Stock Ownership for Smith’s Drive Thru LLC dba Smith’s Drive Thru, 1255 Central Ave. Hamilton, Ohio 45011.](#)
4. [Recommendation Relative to a Request by Katherine Rumph for a Conditional Use to allow the establishment of a Residential Use on property zoned B-2 Community Business District located at 545 Central Avenue, City Lot No. 28540 \(Katherine Rumph, Owner\).](#)
5. [Recommendation Relative to a Request to vacate a portion of Magnolia Street, located in the Second Ward, City of Hamilton, Butler County, Ohio \(City of Hamilton, Applicant\).](#)
6. [Recommendation Relative to a Report regarding Change Order #1, Contract #16-37 – “Interior Repairs Frederick G. Mueller Building” - Kramer & Feldman, Inc.](#)
7. [Recommendation Relative to a Report regarding Milillo Grocery and a recoverable grant.](#)





**These icons illustrate which strategic goals Council Actions align to**

**Live**



Increase residential property values by CPI + 5%

**Work**



Realize \$150 million of new private industrial/commercial investment

**Play**



Generate \$20 M in investment for recreational amenities with \$10 M around the Great Miami River



Decrease vacant residential structures by 30% (1000 total)



Add 2,000 net new jobs



Engage 50,000 participants annually in special events, arts, and recreation activities



**General Operations and Government Business**

**Council Actions Pertaining to Legislative Items:**

**Pending Legislation:**

- [An ordinance authorizing and directing the purchase of property at 320 Main Street, \(Richard Van Patten and Joy M. Van Patten, Owners\). \(Second Reading\).](#) **I O**
- [An ordinance to amend and supplement Sections 181.01, 181.02, 181.26, and 181.27 of Chapter 181 of the Codified Ordinances of the City of Hamilton regarding employee fringe benefits. \(Second Reading\).](#) **O**
- [An ordinance amending and supplementing Subsections of the City of Hamilton Zoning Ordinance No. 7503, relative to Section 1118.00 R-4 Multi-Family Residence District regarding lodging and boarding houses. \(Second Reading\).](#) **O**
- [An ordinance approving the final or official replat of City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Butler County, Ohio. \(Shelton & Sons, Inc., Applicant\). \(Second Reading\).](#) **O**
- [An ordinance authorizing the execution of a contract for sale of land for private redevelopment with ARK Investment Partners relative to the disposition of property located at University Commerce Park within the City's Urban Renewal Area. \(Second Reading\).](#) **I D R**
- [An ordinance approving certain payments to the Hamilton City School District and the execution and delivery of a revenue sharing agreement with the Hamilton City School District to memorialize such payments. \(Second Reading\).](#) **O**





**New Legislation:**

8. [An ordinance denying a request for a conditional use to allow the establishment of an automobile sales facility to operate on the property zoned “B-2” Community Business District located at 2044 Dixie Highway \(aka 2021 S. Erie Blvd.\) on City Lot No. 10852. \(Ziyad Aleissa/Warren & Carter, Inc., Applicant/Owner\). \(First Reading\).](#) 
9. [An Emergency Ordinance amending and supplementing OR2016-12-126, which made appropriations for current expenses and other expenditures of the City of Hamilton, Ohio, during fiscal year ending in December 31, 2017. \(Two Readings\).](#) 
10. [An Emergency Ordinance amending and supplementing Schedule “A” of the Classification and Compensation Plan of the City of Hamilton, Ohio, as set forth in Ordinance No. OR2016-1-4, adopted January 13, 2016, relative to salaries for certain City Employees, and repealing existing Schedule “A” as set forth in said ordinance. \(Two Readings\).](#) 
11. [An Emergency Ordinance affirming the designation of the Community Improvement Corporation of Hamilton, Ohio, as the City’s agency for development in the City and authorizing a grant in the amount of \\$3,450,000 to be made to the Community Improvement Corporation of Hamilton, Ohio, for Public purposes, and declaring an emergency. \(Two Readings\).](#)   
12. [A final resolution confirming cooperation of the City of Hamilton, Ohio, as the designated Local Public Agency \(LPA\), cooperate with the Ohio Department of Transportation \(ODOT\) relative to urban paving in the City of Hamilton. \(ODOT PID No. 96747, BUT SR 4/SR 128 7.97/8.79\).](#) 

**Audience of the City Manager**

**Audience of City Council**

**Executive Session**

**Adjournment**



## City Council Meeting Informational Report

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**TO:** The Honorable Mayor and Members of the City Council

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

**RE:** High Street/Main Street Traffic Report

Dear Mayor and Members of Council:

This report addresses complaints regarding traffic congestion on High/Main Street (SR 129) between Erie Boulevard and Eaton/Millville Avenues. The request for this report was made on December 8, 2016 when construction at the High Street/Martin Luther King Jr. Boulevard intersection had westbound traffic down to one lane. In addition, Grand Boulevard and Dixie Highway are closed at South Hamilton Crossing. These projects are adding to congestion on the corridor. It is noted that during off peak periods traffic moves along quite well with little delay even though construction is in progress.

### **High Street**

When analyzing traffic along corridors there are always a few intersections that control how well traffic flows. On the east side of the river the intersections at Erie Boulevard and MLK Boulevard are the critical intersections. The geometric improvements recently completed (MLK is nearly completed) will for the most part maximize what you can do to improve traffic flow. (During a Traffic Commission Meeting, the traffic engineer mentioned adding a second westbound left turn lane at the High MLK intersection. This would be one additional geometric improvement but requires moving the retaining wall on the south side of the underpass and widening High Street west of the intersection. It was decided that the cost outweighed the benefit.) Note that we should not assume these improvements will eliminate congestion on High Street. They will reduce delay but there will still be congestion during peak traffic periods.

Traffic signals need to be retimed every couple years to maximize efficiency. This has been done numerous times and without significant changes to the system, only small benefits will be realized. It should be noted that under current conditions, side street green is equal to the amount of time required (by State standards) for pedestrians to cross the street. If no pedestrians are present, the side street green times are usually less. The attached table summarizes signal timing splits along the corridor.

Without question High Street experiences congestion during peak traffic. When construction



at the High/MLK intersection is completed traffic flow will improve. Train traffic causes motorists to gravitate to High Street because it is the only east/west arterial through town that does not have at grade railroad crossings. Improvements underway at South Hamilton Crossing will help but Grand Boulevard will still have an at-grade crossing east of Erie Boulevard. Since High Street provides important regional access to Interstate 75 it is likely to always carry a significant amount of traffic. Long term the City needs to consider alternate routes to divert traffic off High Street. Extension of Washington Boulevard from West Elkton Road to High Street possibly at Hampshire Drive would divert a large amount of traffic off High Street.

### **Main Street**

The critical intersections along Main Street are at B Street and Eaton/Millville Avenues. Improvements to the Eaton/Millville intersection (scheduled for construction in 2018) will resolve existing geometric problems. This intersection is currently the major bottleneck along this section of Main Street. When completed the City should have the west side traffic signal system retimed as this improvement will significantly impact traffic flow.

B Street carries a significant amount of traffic. A large amount comes from the Columbia Bridge and direct continuity with SR 128 makes B Street a major arterial route. This compounded with through traffic on SR 129 make it a critical intersection. The addition of traffic generated by the proposed sports complex will have significant impacts on the intersection. The traffic signal will need to be modified to accommodate southbound left turning traffic. This will significantly reduce the time available for Main Street traffic flow. The traffic impact study for the sports complex recommends the addition of through traffic lanes on Main Street to achieve an acceptable level of service. Over the past 25 years this issue has been discussed many times (Main Street needs more through traffic capacity). The Traffic Division has been in favor of this improvement, it will be needed.

### **Short Term**

A meeting was held on Wednesday December 21, 2016 to discuss High Street congestion. Attendees included Joshua Smith, Scott Scrimizzi, Tom Vanderhorst, Rich Engle, Liz Haden, Scott Hoover and Kris Butterfield. During the meeting the Traffic Division was directed to increase green time for east/west traffic on SR 129 (by 20 seconds) in order to improve traffic flow. This can only be done by increasing the system cycle length. The Traffic Division expressed concern with increased delay to side street traffic (side streets are all roadway which cross High street). The goal is to improve traffic flow on High/Main Streets and it is anticipated that this change will work. Delays to side street traffic may force alternate routes. Complaints related to delay are anticipated; however, the change will be positive for the majority. In order to implement this change, signal optimization software needs to be run. This gives a starting point to install the new timing parameters. During 2010 TEC Engineering prepared timing plans for the corridor and they can easily update the plans. We contacted the firm to request a quote and a schedule will be established as soon as possible.



### **Long Term Recommendation**

High/Main Street is a regional major arterial providing direct access to Interstate 75 east of Hamilton. Under existing conditions, it carries significant traffic through the center of the City causing significant congestion at major intersections. This is partially related to the amount of train traffic through the City and the fact that all other routes have at grade railroad crossings. Long term the City needs to consider alternate routes to divert traffic off the High/Main corridor. Extension of Washington Boulevard from West Elkton Road to High Street, possibly at Hampshire Drive, would divert a large amount of traffic off the corridor.

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

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



## High / Main Corridor Traffic Signal Timing Information

Eaton Ave / Main St / Millville Ave		
	Street Name	% Green/Yellow Thru Movement Only
Major St	Main St	42%
Minor St	Eaton A	
Minor St	Millville Ave	
F St & Main St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	Main St	76%
Minor St	F St	21%
D St & Main St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	Main St	76%
Minor St	D St	20%
C St & Main St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	Main St	76%
Minor St	C St	20%
B St & Main St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	Main St	70%
Minor St	B St	31%
High St & Monument Ave		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	71%
Minor St	Monument Ave	25%
High St & Front St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	57%
Minor St	Front St	26%



High St & Second St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	58%
Minor St	Second St	25%
High St & Third St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	59%
Minor St	Third St	26%
High St & MLK Blvd		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	45%
Minor St	MLK Blvd	27%
High St & Seventh St		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	70%
Minor St	Seventh St	26%
High St & East Ave		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	70%
Minor St	East Ave	26%
High St & Erie Blvd		
	Street Name	% Green/Yellow Thru Movement Only
Major St	High St	49%
Minor St	Erie Blvd	23%



**City Council Meeting Caucus Report**

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**TO:** The Honorable Mayor and Members of the City Council

- 1<sup>st</sup> Reading Date: 1/25/2017
- 2<sup>nd</sup> Reading Date: 2/8/2017
- Public Hearing Date:

**RE:** Recommendation to amend existing Schedule “D-2” of the City’s Classification and Compensation Plan

Dear Mayor and Members of Council:

Effective January 1, 2017, the minimum wage in Ohio was increased from \$8.10 per hour to \$8.15 per hour. This increase reflects an increase of 0.7%, consistent with the increase in the Consumer Price Index, and is mandated to effectuate a 2006 state constitutional amendment that indexed the state minimum wage to the Consumer Price Index.

Currently, Schedule D-2 of the City of Hamilton’s Classification and Compensation Plan includes wage rates that would be below the new Ohio minimum wage. While there are no employees currently receiving wages at that rate, the schedule should be updated to ensure future compliance.

Compliance with the Ohio minimum wage would be accomplished by eliminating Range 14 within Schedule D-2 in its entirety. This would put the lowest wage rate in the schedule at \$8.30, and ensure ongoing compliance with the Ohio minimum wage.

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,

Joshua A. Smith  
 City Manager

Caucus Report Prepared By:

Timothy Werdmann  
 Director of Human Resources

**Choose Strategic Goal(s)**

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



**City Council Meeting Caucus Report**

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**TO:** The Honorable Mayor and Members of the City Council

**RE:** Recommendation to enact legislation to establish employee recognition program

<input checked="" type="checkbox"/>	1 <sup>st</sup> Reading Date: 1/25/2017
<input checked="" type="checkbox"/>	2 <sup>nd</sup> Reading Date: 2/8/2017
<input type="checkbox"/>	Public Hearing Date:

Dear Mayor and Members of Council:

One of the Objectives of the Department of Human Resources is to “Support the strategic direction of the City by developing a well-qualified and motivated work force. Additionally, one of the core Organizational Values is Respect – this includes respect for coworkers. In furtherance of these Objectives and Values, the Department of Human Resources has developed a draft employee recognition program that will recognize employees who reach milestone anniversaries with the City of Hamilton. In order to implement such a program, it is recommended that City Council adopt enabling legislation to authorize the expenditure of funds for this purpose on an annual basis.

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

Timothy Werdmann  
 Director of Human Resources

<b>Choose Strategic Goal(s)</b>	
<input type="checkbox"/>	<b>R</b> Realize \$150 million of new private industrial/commercial investment
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**City Council Meeting Caucus Report**

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**TO:** The Honorable Mayor and Members of the City Council

**RE:** Application for Change of Corporate Stock Ownership for  
**Smith's Drive Thru LLC dba Smith's Drive Thru, 1255 Central Ave.  
Hamilton, Ohio 45011**

Dear Mayor and Members of Council:

Notification has been received from the Ohio Department of Liquor Control relative to a request for a Change of Corporate Stock Ownership regarding C1-C2 liquor permit for Smith's Drive Thru LLC dba Smith's Drive Thru, 1255 Central Ave., Hamilton, Ohio 45011.

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 to this request. 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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City Council Meeting Caucus Report

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**TO:** The Honorable Mayor and Members of the City Council

<input checked="" type="checkbox"/>	1 <sup>st</sup> Reading Date: 1/25/2017
<input checked="" type="checkbox"/>	2 <sup>nd</sup> Reading Date: 2/8/2017
<input type="checkbox"/>	Public Hearing Date:

**RE:** Request by Katherine Rumph for a Conditional Use to allow the establishment of a Residential Use on property zoned B-2 Community Business District located at 545 Central Avenue, City Lot No. 28540 (Katherine Rumph, Owner).

Dear Mayor and Members of Council:

**Introduction:**

This is a request submitted by Katherine Rumph, for a Conditional Use to allow the establishment of a Residential Use on property zoned B-2 Community Business District located at 545 Central Avenue, City Lot No. 28540 (Exhibit A). The property is zoned B-2 Community Business zoning district (Exhibit B) and is a 4,500 square foot property comprised of a single parcel (City Lot No. 28540), located on the northwest corner of Central Avenue and Pershing Avenue. Residential Uses are Conditional Uses in the B-2 Community Zoning District and require review by the Planning Commission (Section 1121.39) and approval by City Council.

**Proposed Project:**

The proposed project involves the renovation of an existing vacant building space to create a residential dwelling unit. The existing building is comprised of two separate spaces: an existing beauty shop and the subject vacant space. There are seven (7) existing surface parking spaces on the property. One (1) parking space is designed for the proposed residential dwelling unit. Vehicular access to the property is existing from two separate driveways one from Central Avenue and another from Pershing Avenue. The proposed dwelling unit, the designed parking space and the existing site layout and access is shown on the attached site plan submitted by the applicant. No additional changes are proposed.

**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) General Standards below.

- (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.** A Residential Use is a Conditional Use in the B-2 Community Business 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 “Yes” to the above. 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 “No” to the above. 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 “Yes” to the above. 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 “Yes” to the above. 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 “Yes” to be above. 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 “Yes” to the above. 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 “No” to the above. 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 “No” to the above. 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 “No” to the above. 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.

**Notification**

Public Hearing Notices were mailed to the owners of 82 properties within 500 feet of the property in question prior to the Planning Commission public hearing. One (1) phone call was received requesting clarification of the application but there were no objections expressed to the proposed conditional use for 545 Central Avenue.

**Review and Findings:**

A review of the nine Conditional Use Review Criteria found in Section 1155.30 (Exhibit C) provided



the Planning Commission with the basic facts and circumstances of the proposed Conditional Use. After consideration of the Comprehensive Land Use Plan Designation, Conditional Use Review Criteria and the information provided by the applicant the Planning Commission found there was sufficient reason to consider approval of the Conditional Use.

**Recommendation:**

The Planning Commission held a public hearing and reviewed the proposed Conditional Use on December 19, 2016 and recommends that City Council approve the proposed conditional use after consideration of the site plan, written information provided by the applicant, findings, Comprehensive Land Use Plan Designation, and review of the Conditional Use Review Criteria – General Standards, subject to the following conditions below:

- 1) The parking space identified on the site plan submitted by the applicant be identified by signage not to exceed four (4 square feet) for the exclusive use of the residential dwelling unit.
- 2) The construction drawings for the proposed improvements and work be revised subject to any future review requirements of the City of Hamilton Departmental Review.
- 3) All improvements and work indicated on construction plans approved by the City of Hamilton Departmental Review be installed and maintained in good repair and replaced as necessary to remain in compliance with the approved Conditional Use.

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 proposed Conditional Use at 545 Central Avenue subject to the conditions above.

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith  
City Manager

John Creech  
Senior Planner

**Attachments:**

- 1) **Exhibit A - Public Hearing Location Map**
- 2) **Exhibit B – Zoning Map**
- 3) **Exhibit C – Conditional Use Application & Supporting Material**
- 4) **Exhibit D – Public Hearing Notice and 500 Ft Address Listing**

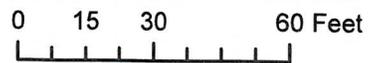
<b>Choose Strategic Goal(s)</b>	
<input type="checkbox"/>	<b>R</b> Realize \$150 million of new private industrial/commercial investment
<input type="checkbox"/>	<b>A</b> Add 2,000 new jobs
<input type="checkbox"/>	<b>I</b> Increase residential property values by CPI + 5%
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<input checked="" type="checkbox"/>	<b>O</b> General Operations/ Government Business



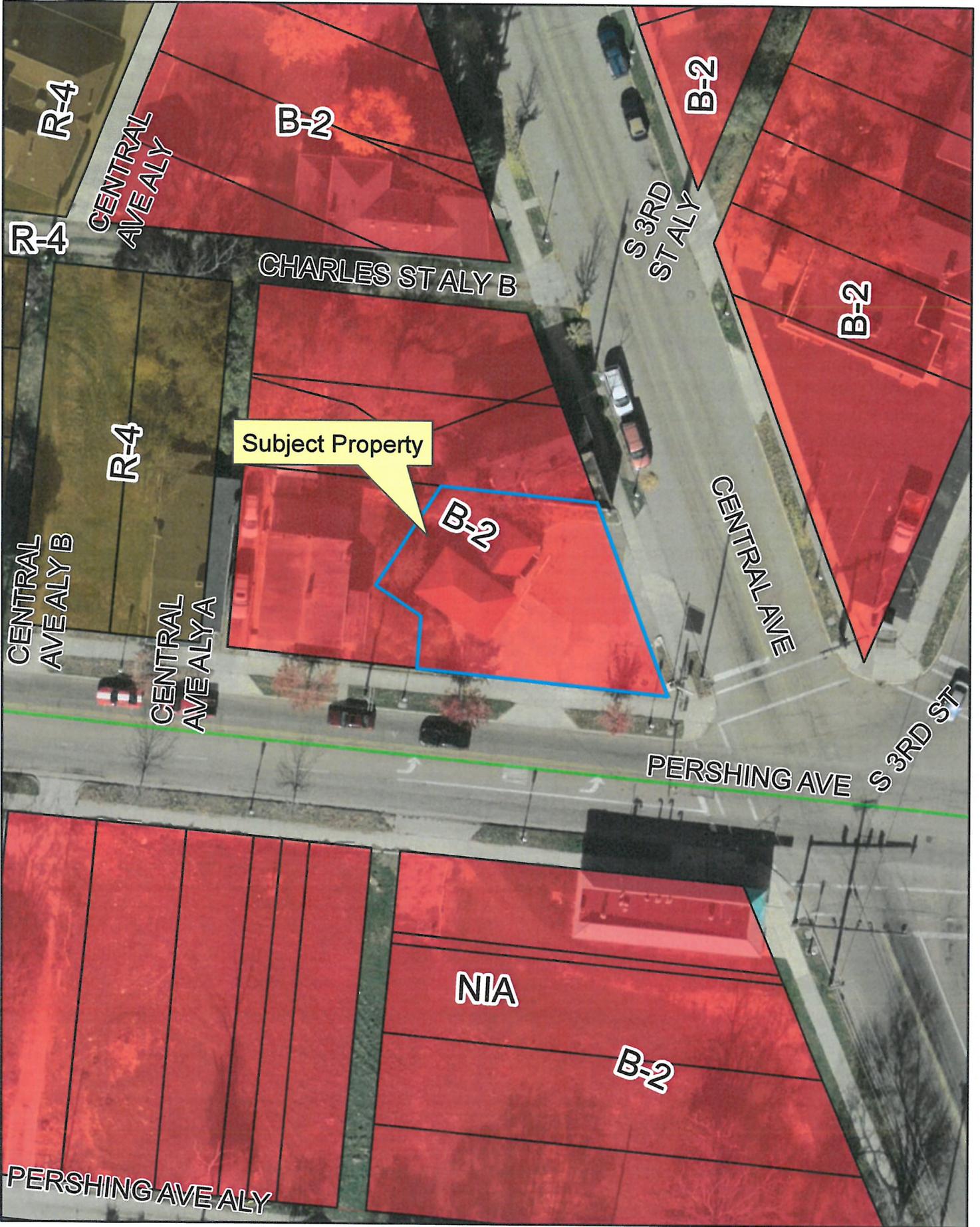
545 Central Ave  
PUBLIC HEARING MAP



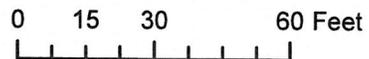
 545 Central Ave



545 Central Ave  
ZONING MAP



 545 Central Ave





A164235  
A164236

### 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: 545 Central Ave. -- Hamilton, Ohio 45011

Lot No(s): P6421011000012

Property Owner: Katherine Rumph

Owner's Mailing Address: 1121 Central Ave--Hamilton, Ohio 45011

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

Applicant's Mailing Address: \_\_\_\_\_

Applicant's Email Address: \_\_\_\_\_

Applicant's Phone Number: (513)896-6354

Previous Legal Use of Property: Vacant

Date Previous Use Discontinued: \_\_\_\_\_

Proposed New Use of Property: Resident

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

~~XXXXXX~~ An Apartment --Living Space

\_\_\_\_\_  
\_\_\_\_\_

Katherine Rumph 545 Central Ave. -Hamilton, Oh P6421011000012

City of Hamilton  
Date: 11/23/2016  
Office: 11/23/2016 12:22 P  
Case No: 12011000012  
Description: An Apartment  
Amount: \$200.00  
Status: Pending

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.

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

Yes

(2) Will the proposed Conditional Use substantially or permanently injure the appropriate use of neighboring property and serve the public convenience and welfare?

No

(3) Will the proposed Conditional Use 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?

Yes

(4) Will the proposed Conditional Use 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.

Yes

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

Yes

(6) Will the proposed Conditional Use comply with all applicable development standards, except as specifically altered in the approved Conditional Use?

Yes

(7) Will the proposed Conditional Use be hazardous to or have a negative impact on existing or future neighboring uses?

No No

(8) Will the proposed Conditional Use 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?

No No

(9) Will the proposed Conditional Use impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?

No No

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.

Katherine Rumph  
Applicant's Signature

11/23/16  
Date

Katherine Rumph

Applicant's Printed Name

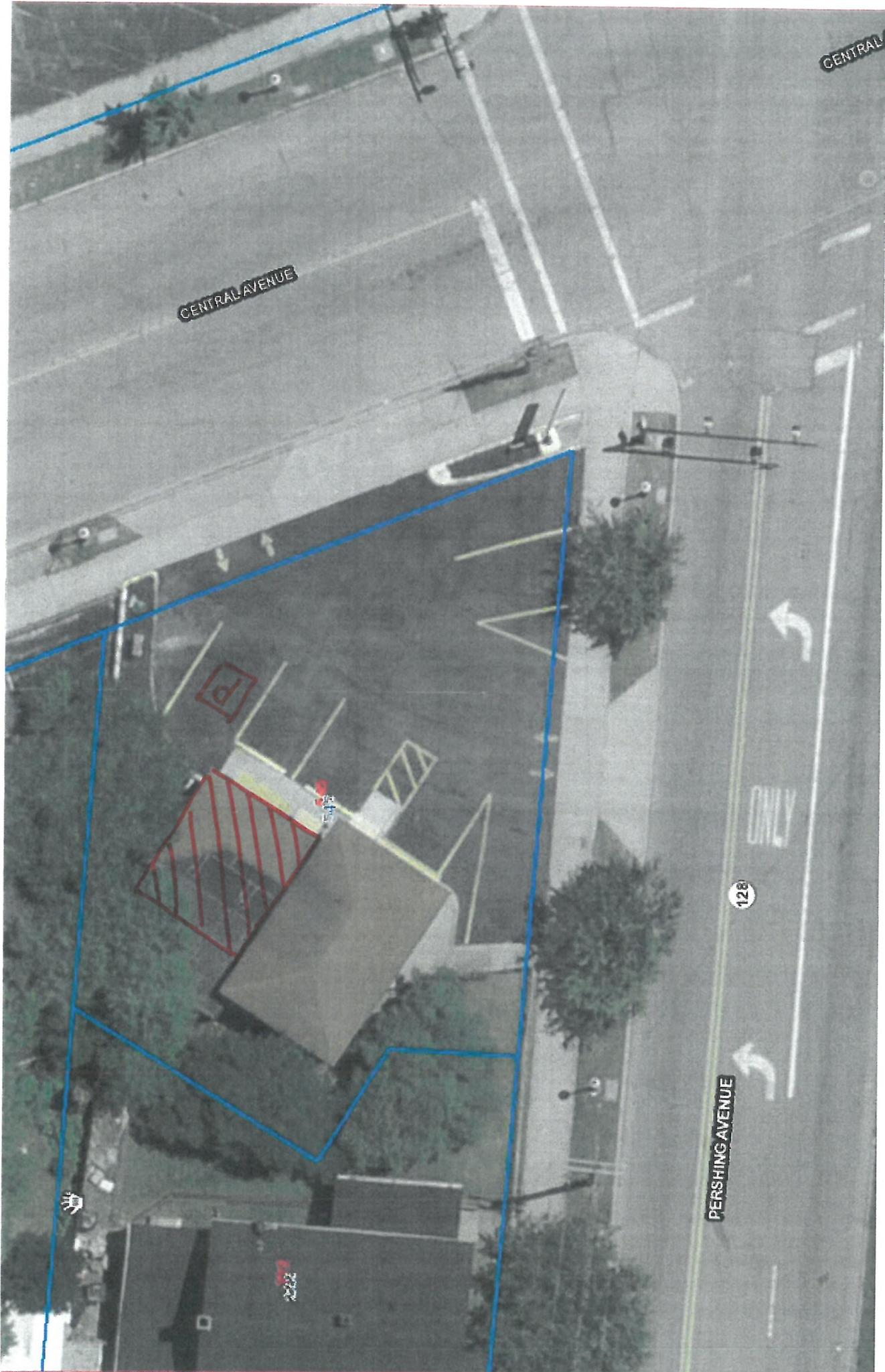
Katherine Rumph  
Property Owner's Signature

11/23/16  
Date

Katherine Rumph

Property Owner's Printed Name

Katherine Rumph 545 Central Ave. Hamilton, Oh P6421011000012



CENTRAL

CENTRAL AVENUE

PERSHING AVENUE

128

P

222





Pershing Ave  
...  
...ton, Ohio  
Street View - Aug 2016

S 3rd St

COMMUNITY DEVELOPMENT DEPARTMENT  
CONSTRUCTION SERVICES DIVISION  
**INTER-DEPARTMENTAL PLAN REVIEW RECORD**

Date Plans Submitted: **11/23/2016**

Date Plans Reviewed: **12/12/2016**

Project Address: **545 CENTRAL AVE**

Ph: **(513) 896-6354**

Project / Owner Name: **KATHERINE RUMPH**

Applicant: **KATHERINE RUMPH**

FX:

Project Description: **CONDITIONAL USE**

Application #: **A164235**

Plan Review #: **A164236**

Review # **1**

Department	Date to	No Object	Object	Date from	Remarks
<b>Zoning / Planning</b> John Creech 785-7355	11/23/2016		JMC	12/13/2016	
	Residential Use in B-2 Community Business District is Conditional Use. Requires reviews and recommendation by Planning Commission and approval by City Council.				
<b>Fire</b> Ken Runyan 785-7506	11/23/2016	KLR		11/28/2016	
<b>Electric</b> Craig Marcum 785-7240	11/23/2016	CDM		11/29/2016	
<b>Utilites Gas/Wtr/Se</b> Joy Rodenburgh 785-7283	11/23/2016	JFR		11/30/2016	
	NO OBJECTIONS CONTINGENT UPON NO CHANGES BEING MADE TO THE UTILITIES (GAS, WATER AND SANITARY).				
<b>Public Works</b> Rich Engle 785-7273	11/23/2016				

When all of the above objections are corrected, submit **2** complete sets of revised plans to the **Construction Services Office at 345 High Street, Suite #350**. **All plan changes shall be color highlighted** to be accepted. As an option, the applicant may choose to insert individually revised sheets into all sets.

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**



December 6, 2016

**NOTICE OF PUBLIC HEARING**

RE: Request by Katherine Rumph for a Conditional Use to allow the establishment of a Residential Use on property zoned B-2 Community Business District located at 545 Central Avenue, City Lot No. 28540 (Katherine Rumph, Owner).

Dear Property Owner:

A public hearing will be held on Monday, December 19, 2016 at 1:30 p.m., before the City Planning Commission in the Council Chamber, First Floor, 345 High Street, Hamilton, Ohio 45011 over a Conditional Use request submitted by Katherine Rumph to allow the establishment of a Residential Use on property zoned B-2 Community Business District located at 545 Central Avenue, City Lot No. 28540.

The subject property is zoned "B-2" Community Business District and is shown on the map on the reverse of this notice. The "B-2" Community Business Zoning District is regulated by Section 1121.00 of the Hamilton Zoning Ordinance (HZO). Section 1121.39 of the HZO requires Conditional Use approval for Residential Uses use in the "B-2" zoning district, therefore a recommendation from the Planning Commission and approval from City Council is required in order to allow this proposed use.

You are a property owner within 500 feet of the Conditional Use request and as such, Planning Commission rules require that you be notified of this public hearing.

An application for this project is on file in our office and available for your review. If you have any comments concerning this matter, you may appear at the public hearing or you may forward your comments to the Planning Commission in writing for presentation at the meeting.

If you have any questions, please visit the Community Development Department located at 345 High Street, Hamilton, Ohio, or contact **John Creech** of the Community Development Department at **785-7350**.

Sincerely,

A handwritten signature in blue ink that reads "Eugene F. Scharf". The signature is written in a cursive style.

Eugene F. Scharf, Secretary  
City Planning Commission

**See Reverse Side for Public Hearing Notification Map**

JESSICA HIDALGO  
1071 S 2ND ST  
HAMILTON OH 45011 3133

RICARDO RAMIREZ HIDALGO  
1117 GRAND BLVD  
HAMILTON OH 45011 4055

MOLLIE AND LEONARD BLAINE  
1119 CENTAL AVE  
HAMILTON OH 45011

KATHERINE RUMPH  
1121 CENTRAL AVE  
HAMILTON OH 45011 3822

THOMPSON, HALL & JORDAN FUNERAL HOME  
11400 WINTON RD  
CINCINNATI OH 45240 9999

NASHID K HAAMID  
11982 HITCHCOCK DR  
CINCINNATI OH 45240 2354

JOHN J JESTER  
12055 WINCANTON DR  
CINCINNATI OH 45231

ALFRED BARRON  
123 CHESTNUT ST  
HAMILTON OH 45011 3105

LEONARD FLORENCE  
1261 SHULER AVE  
HAMILTON OH 45011 4565

TYRONE C WILLIAMS III  
129 WILSON ST  
HAMILTON OH 45011

TERRY H SLACK SR  
1324 UNIVERSITY BLVD  
HAMILTON OH 45011 3313

PATRICIA A HURD  
1340 CARVER PL  
HAMILTON OH 45011 3304

JEFFREY A AND AMY H LYKINS  
1460 COPPER GLEN DR  
LEXINGTON KY 40514

MARILYN PRIDGETT  
148 CHESTNUT ST  
HAMILTON OH 45011 3106

WILLIAM E TURNER  
152 CHESNUT ST  
HAMILTON OH 45011

CHARLES W. & SYLVIA M. SPARKS  
153 WASHINGTON ST  
HAMILTON OH 45011 3168

K4K LLC  
16192 COASTAL HWY  
LEWES DE 19958

JACK L CROUCHER SR  
1820 SEE AVE  
HAMILTON OH 45011 4623

L LANELL AND ALBERTA HOLSTON  
1981 ROLLINGS HILLS BLVD  
FAIRFIELD OH 45014 3939

KIMBERLY R MACK  
1985 TOLBERT RD  
HAMILTON OH 45011 9642

JEFF WOELLERT  
2074 MILES RD  
CINCINNATI OH 45231 2146

JESSE C FOX JR  
210 CHESTNUT ST  
HAMILTON OH 45011 3258

IRA L SAMPLES  
218 WASHINGTON ST  
HAMILTON OH 45011 3263

CALVIN SIMMONS  
2204 UNIVERSITY BLVD  
HAMILTON OH 45015 1131

EMILY AND LEONARD BLAINE  
229 CHESTNUT ST  
HAMILTON OH 45011 3257

COMMUNITY FIRST SOLUTIONS  
230 LUDLOW ST  
HAMILTON OH 45011 2982

GEANIA TIPTON  
234 N 11TH ST  
HAMILTON OH 45011 4202

CANDICE M WHITE  
236 CHESTNUT ST  
HAMILTON OH 45011 3258

LULA JANE COLLINS  
245 CHESTNUT ST  
HAMILTON OH 45011 3257

CORNELIA R BROWN  
246 CHESTNUT ST  
HAMILTON OH 45011 3258

NOVENA B FIELDS  
2764 RIVER RD  
HAMILTON OH 45015 1460

JAMES J SCRIMIZZI  
306 WALTHAN CT  
HAMILTON OH 45013 4275

MELISSA B HOPKINS  
31 COOL BROOK LN  
FREDERICKSBURG VA 22405

PHYLLIS AYERS  
314 CHARLES ST  
HAMILTON OH 45011 3246

PAMELA J KIRKLAND  
317 CHARLES ST  
HAMILTON OH 45011 3245

RODOLFO MAURO MANCEBO-  
SANTANA  
322 CHARLES ST  
HAMILTON OH 45011 3246

PNC BANK NA  
3232 NEWMARK DR  
MIAMISBURG OH 45342

JUAN JOSE LEON REGALDO &  
BERONICA A MONTES PADILLA  
324 CHARLES ST  
HAMILTON OH 45011 3246

RICHARD GARRETT  
324 CHESTNUT ST  
HAMILTON OH 45011 3228

CALVIN SIMMONS  
329 CHARLES ST  
HAMILTON OH 45011 3245

FLICK PROPERTIES LLC  
330 PERSHING AVE  
HAMILTON OH 45011 3252

MICHAEL G WEBB  
3340 US ROUTE 42  
SPRING VALLEY OH 45370 9734

2507 LTD  
337 LUDLOW ST  
HAMILTON OH 45011 2923

NATALIE L JOHNSON  
340 PERSHING AVE  
HAMILTON OH 45011 3252

CLIFFORD N AND JACLYN K HUFF  
3909 LANES MILL RD  
OXFORD OH 45056 9377

ARTHUR C SINGLETARY TR  
4212 WATERFRONT CT  
FAIRFIELD OH 45014 3584

LAVERNE W COLLIGAN TR  
451 S THIRD ST  
HAMILTON OH 45011 3236

DARRIN C DIXON  
4861 IMPERIAL DR  
LIBERTY TOWNSHIP OH 45011 6376

JOYCE K WILLIAMS  
507 SOUTH SECOND ST  
HAMILTON OH 45011

JAMES & RUBY SCOTT  
510 CENTRAL AVE  
HAMILTON OH 45011 3220

JAMES L SCOTT JR  
514 CENTRAL AVE  
HAMILTON OH 45011 3220

MARY L PARKS  
535 CENTRAL AVE  
HAMILTON OH 45011 3219

KRYSTAL KATE TURNER  
537 S 2ND ST  
HAMILTON OH 45011 2976

MISTY MARQUEZ  
541 CENTRAL AVE  
HAMILTON OH 45011 3219

DALE RUSSELL  
541 S 2ND ST  
HAMILTON OH 45011 2976

KEVIN J AND ANNE C FOX  
5471 WALNUT HILLS DR  
BRIGHTON MI 48116

LINDA A THOMAS  
548 S SECOND ST  
HAMILTON OH 45011

HOME OPPORTUNITY LLC  
c/o STATEBRIDGE CO LLC  
5680 GREENWOOD PLAZA BLVD Suite 100 S  
GREENWOOD VILLAGE CO 80111

JFB LIMITED  
5768 FAIRRIDGE LANE  
HAMILTON OH 45011

CHRIST TEMPLE CHURCH OF GOD IN CHRIST  
577 S 2ND ST  
HAMILTON OH 45011 2976

PAUL KREMER  
5925 FURLONG WAY  
HAMILTON OH 45011

MICHAEL HOLT  
601 S 2ND ST  
HAMILTON OH 45011 3125

RACHEL KARR  
609 SYCAMORE ST  
HAMILTON OH 45011 3669

ANDREW WORTHAM  
6181 MAIN ST  
OXFORD OH 45056 9428

JOHN AND CONNIE WITTE  
6352 TRAILWOOD CT  
MASON OH 45040 8449

DAVID A WHETSEL  
6745 NETHERLAND DR  
LIBERTY TOWNSHIP OH 45044 9747

BED & BREAKFAST PROPERTY MGMT  
6751 FORESTHILL LN  
HAMILTON OH 45011 3106

REBECCA SAMPLES  
6907 WEURFUL DR  
CANAL WINCHESTER OH 43110

BCAN LLC  
701 EATON AVE  
HAMILTON OH 45013 4601

DNL PROPERTY MANAGEMENT LLC  
7015 RED ASH CT  
HAMILTON OH 45011 5673

609 SOUTH SECOND LLC  
7015 RED ASH CT  
HAMILTON OH 45011

DDM PROPERTY MANAGEMENT LLC  
7015 RED ASH CT  
HAMILTON OH 45011 5673

PILGRIM BAPTIST CHURCH  
711 S FOURTH ST  
HAMILTON OH 45011

EUGENE WIGGINS SR  
7322 WEST OBSERVATORY RD  
WEST CHESTER OH 45069 2978

E AND O INVESTING ONE LLC  
7560 TYLERS VALLEY DR  
WEST CHESTER OH 45069 9999

QUARTZ MOUNTAIN NOTE  
c/o WORKOUT FUND 1 LLC  
7668 WARREN PKWY Suite 350  
FRISCO TX 75034

CONSTANCE M VILLASUSO  
8162 VENTLE DR  
WEST CHESTER OH 45069 2754

BESSIE S HARVEY  
900 CREEKSIDE ST  
DAYTON OH 45427 2728

BCAN LLC  
PO Box 13117  
HAMILTON OH 45013 0117

IRA L SAMPLES  
PO Box 1341  
HAMILTON OH 45012 1341

BRUCE GODDARD  
PO BOX 284  
AURORA IN 47001 1119

GARTLAND PROPERTIES LLC  
PO BOX 498303  
CINCINNATI OH 45249 7303

**City Council Meeting Caucus Report**

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**TO:** The Honorable Mayor and Members of the City Council

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

**RE:** Request to vacate a portion of Magnolia Street, located in the Second Ward, City of Hamilton, Butler County, Ohio (City of Hamilton, Applicant)

Dear Mayor and Members of Council:

The City of Hamilton Public Works Department has submitted a request to vacate a portion of Magnolia Street located between River Front Plaza and the North Second Street Alley.

It is the recommendation of this office that council receives this communication and recommends that it be forwarded to the City Planning Commission and Board of Revision of Assessments for review and recommendation.

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith  
 City Manager

Meredith Snyder  
 Associate Planner

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





January 11, 2017

Honorable Mayor Moeller and Members of City Council  
City of Hamilton

RE: Vacation of a portion of Magnolia Street

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

The Public Works Department respectfully requests vacation of a portion of Magnolia Street between Riverfront Plaza and North Second Street as shown on attached aerial map immediately following this document.

In furtherance of economic development efforts within Downtown Neighborhood (Central Business District) and nearby German Village, it is desirable to vacate this portion of existing Magnolia Street to allow for lot combination and redevelopment opportunities.

Any such vacation will be subject to either relocation of existing utilities or continuance of any existing utility easements that are presently located within the right-of-way. Staff will investigate and determine the preferred alternative for each utility. The second attached aerial map shows the existing utilities located within Magnolia Street right-of-way.

If you have any questions, please contact me at 785-7273. Thank you.

Respectfully,

A handwritten signature in blue ink, appearing to read "Richard A. Engle".

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 error. Any reliance on this information is the exclusive risk of the user.



Date: 12/22/2016

1 inch = 70 feet



# Utilities

**City of Hamilton, Ohio**  
**City of Hamilton, Ohio**



Date: 12/22/2016  
 1 inch = 35 feet

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.



Caucus Report  
January 11, 2017

## City Council Meeting Caucus Report

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**TO:** The Honorable Mayor and Members of the City Council

**RE:** Change Order #1, Contract #16-37 – “Interior Repairs Frederick G. Mueller Building” - Kramer & Feldman, Inc.

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

Dear Mayor and Members of Council:

As the result of the competitive bidding process, Contract #16-37 “Interior Repairs Frederick G. Mueller Building” was awarded to Kramer & Feldman, Inc. in October 2016 in the amount of \$199,670.

Under this contract Kramer & Feldman, Inc. will make repairs to Frederick G. Mueller Building which resulted from water damages caused by an overflowing 2<sup>nd</sup> Floor toilet and two opened 3<sup>rd</sup> Floor fire hoses.

Westfield Insurance, the City’s insurance carrier, authorized the repairs in the amount of \$199,670. Additional water damage not part of the original scope amounting to \$30,297.42 was discovered by the contractor and has also been authorized by Westfield. This brings the total water damage claim to \$229,967.42. Of this amount, the City is responsible for its deductible of \$10,000 and Westfield will reimburse \$219,967.42.

Outside of the water damage claim, the City intends to perform other repairs to the building’s interior while the contractor Kramer & Feldman are mobilized onsite. These repairs include breaches in walls from previous plumbing repairs and ceiling damage from leaking roofs and windows. These repairs shall not exceed the contractor’s estimate of \$11,000.

Therefore, it is recommended that Change Order #1 be issued to Kramer & Feldman, Inc. in the amount of \$41,297.42 increasing the value of the contract from \$199,670.00 to \$240,967.42.

Monies are available in Fund Code 100.198.850.130 and 100.120.122. This is being reported to City Council in accordance with Section 9.02 of the City of Hamilton Charter, which permits the alteration of contracts with approval of City Council.

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

Sincerely,

Joshua A. Smith  
City Manager

Caucus Report Prepared By:

John Hoskinson  
Purchasing Agent



**Choose Strategic Goal(s)**

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



**City Council Meeting Caucus Report**

---

**TO:** The Honorable Mayor and Members of the City Council

**RE:** Milillo Grocery – Recoverable Grant

<input checked="" type="checkbox"/>	1 <sup>st</sup> Reading Date: 1-11-17
<input type="checkbox"/>	2 <sup>nd</sup> Reading Date:
<input type="checkbox"/>	Public Hearing Date:

Dear Mayor and Members of Council:

Milillo Grocery, located at 1102 Ludlow Street, submitted a recoverable grant application for \$5,000 for infrastructure improvements at their neighborhood grocery store. The total project cost is over \$13,000. The store currently has 1 ½ jobs and will hire an additional ½ to 1.5 new jobs by the end of 2018. The infrastructure improvements involved the installation of a 2-hour fire separation and other mandated repairs per Health and Building Services requirements.

The Hamilton Community Improvement Corporation reviewed the application at their December 12, 2016 meeting and recommended approval of the recoverable grant application to Hamilton City Council for formal approval.

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

Stacey Dietrich-Dudas  
 Economic Development Specialist

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



## 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:** A Report Regarding an Ordinance Authorizing and Directing the Purchase of 320 Main Street, Hamilton, OH 45013

<b>Approvals/Reviews</b> <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	<b>Related Strategic Goal(s)</b> <input checked="" type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<b>Ordinance or Resolution</b> <i>Ordinance</i>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 12-21-16 <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading Date: 1-11-17 <input type="checkbox"/> Public Hearing Date:	
<b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i>	<b>City Council</b> (or other):	
<b>Contract</b>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<b>Fiscal Impact</b>	Budgeted: Yes Expenditure: \$60,000.00 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 direct the purchase of 320 Main Street, Hamilton, Ohio 45013?

### Policy Alternative(s)

Council may choose not to adopt such legislation to purchase the property at 320 Main 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 direct the purchase of 320 Main 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 320 Main Street for \$60,000.00 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 320 Main Street, Parcels P6411003000041 & P6411003000040 which are currently owned by Richard Van Patten and Joy M. Van Patten. The property will be used for parking to enhance economic revitalization in the Main Street Business District.

**Attached Information**

The Option Agreement and Assignment and Assumption Agreement are attached.

**Copies Provided to:**

N/A



## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made and entered into as of this 19 day of October, 2016 ("Effective Date"), by and between James Piraino, or his assign ("Purchaser"), and Richard Van Patten and Joy M. Van Patten, husband and wife (collectively, "Seller").

WHEREAS, Purchaser desires to obtain from Seller and Seller desires to grant to Purchaser an exclusive option to purchase certain real estate located at 320 Main St. Hamilton, OH.

NOW THEREFORE, the parties hereto agree as follows:

### ARTICLE I - OPTION

1.1 Option. Seller hereby grants to Purchaser the exclusive right and option to purchase (hereinafter, the "Option") that certain parcel of real property described on Exhibit A attached hereto (the "Land"), together with all easements and privileges appurtenant thereto; all strips and gores of land, mineral rights and remainders in any way appertaining thereto; and all buildings and other improvements (collectively, the "Improvements"), fixtures and minerals located thereon (collectively, hereinafter referred to as the "Real Estate").

1.2 Personal Property. Seller shall also convey to Purchaser at the time of the Closing (defined below) the personal property set forth on Exhibit B attached hereto (collectively, the "Personal Property").

1.3 Leases. At the time of closing there shall be no leases and no occupants in the property. Property will be vacant at time of closing.

1.4 Property. For purposes of this Agreement, the Real Estate, the Personal Property and the Leases are collectively referred to as the "Property".

### ARTICLE II - OPTION MONEY; PURCHASE PRICE

2.1 Option Money. As consideration for entering into this Agreement, Purchaser shall pay to Seller the sum of Two thousand and 00/100 (\$2,000.00) Dollars (the "Option Money") at the time that a copy of this Agreement is executed by Purchaser. The Option Money shall be applied to the Purchase Price (defined below) at the Closing. Except as otherwise provided in this Agreement, in the event Purchaser does not exercise this Option, Seller shall retain the Option Money. In the event Purchaser breaches this Agreement, Seller shall retain the Option Money as liquidated damages, it being agreed by the parties hereto that Seller=s actual damages

in such a circumstance would be difficult to prove. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

2.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be \$60,000.00. The Purchase Price, less the Option Money, shall be paid to Seller at the Closing and shall be subject to adjustments as set forth herein.

### ARTICLE III – CONDITIONS TO THE OBLIGATIONS OF PURCHASER

3.1 Title Commitment. Purchaser, at Purchaser's sole cost and expense, will obtain a title commitment ("Title Commitment") for the Property issued by a title company ("Title Company") acceptable to Purchaser. If the Title Commitment shows: (a) that all or part of the Property is unmarketable, or (b) that the Property is subject to a defect, lien, encumbrance, easement, condition or restriction which is unacceptable to Purchaser, in Purchaser's sole and absolute discretion (each, a "Title Objection"), Purchaser shall send written notice ("Title Objection Notice") of such Title Objection to Seller.

Seller shall have twenty (20) days after the date of the Title Objection Notice (the "Cure Period") within which to cure ("Cure") the Title Objections as follows: (a) Seller shall cause the Property to be free of such matters to which Purchaser objected and have such Title Objections removed from the Title Commitment; and/or (b) if such Title Objections can be removed from the Title Commitment by the payment of money or by Seller executing an affidavit or affidavits at Closing, Seller shall agree in writing with Purchaser to remove such Title Objections in the foregoing manner at Closing. Seller shall be deemed to have satisfied the conditions of (b) in the immediately preceding sentence only if the Title Objections referenced therein are removed from the Title Commitment by the Title Company at Closing.

If Seller fails to Cure a Title Objection within the Cure Period, Purchaser shall have the right to elect to either: (a) waive such Title Objections which Seller fails to Cure and accept such title to the Property as Seller will convey; or (b) terminate this Agreement by sending written notice of termination to Seller and Escrow Agent. Thereafter Seller shall repay to Purchaser the Option Money, less the sum of One Hundred and 00/100 (\$100.00) Dollars (the "Consideration"), which Consideration Seller shall retain as Seller's own as consideration for Seller entering into this Agreement. After termination, neither Purchaser nor Seller shall have any liability to the other or any further rights or obligations under this Agreement, except for those obligations which survive the termination of this Agreement. Each party shall bear its own costs incurred hereunder.

Purchaser shall be deemed to have approved of those matters which are not objected to and which are contained in the Title Commitment. The following are collectively hereinafter referred to as "Permitted Encumbrances": (a) installments of real estate taxes and assessments (general and special) constituting a lien on the Property, but not yet due and payable;

(b) all matters approved or deemed to have been approved by Purchaser; (c) all Title Objections subsequently waived by Purchaser; and (d) the rights of tenants under the Leases.

The foregoing notwithstanding, all mortgages and other monetary liens on the Property shall be discharged by Seller at or prior to the Closing.

3.2 Title Insurance. At Closing, Purchaser may purchase an owner's policy of title insurance in the amount of the Purchase Price, insuring that title to the Property is vested in Purchaser at Closing, subject only to Permitted Encumbrances (such title insurance policy being hereinafter referred to as the "Owner's Policy"). The cost of the Owner's Policy will be paid by Purchaser. If Purchaser is unable to obtain an Owner's Policy that is acceptable to Purchaser, in Purchaser's sole and absolute discretion, or a marked-up Title Commitment and irrevocable written confirmation that the Title Company will issue the Owner's Policy consistent with the marked-up Title Commitment, then Purchaser shall have the right to terminate this Agreement by sending written notice of termination to Seller. If this Agreement is terminated by Purchaser, Seller: (a) shall repay to Purchaser the Option Money, less the Consideration; and (b) retain the Consideration as their own. After termination, neither Purchaser nor Seller will have any duties or obligations under this Agreement or liability to the other, except for those obligations which survive the termination of this Agreement. Each party shall bear its own costs incurred hereunder.

3.3 Due Diligence. From the Effective Date until the Closing (such period being hereinafter referred to as the "Due Diligence Period"), Purchaser, its employees, agents and contractors, shall have the right to enter upon the Property to perform such investigations and inspections (including but not limited to an environmental site assessment) of the Property and the books and records related thereto as Purchaser deems appropriate. All such investigations and inspections shall be completed at Purchaser's sole cost and expense.

If, as a result of its due diligence, Purchaser determines that the Property is, for any reason or no reason, unacceptable to Purchaser, in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement by sending written notice thereof to Seller. If this Agreement is terminated, then neither party shall have any liability to the other or any further rights or obligations under this Agreement, except for those obligations which survive the termination of this Agreement. After termination, Seller shall: (a) repay to Purchaser the Option Money, less the Consideration; and (b) retain the Consideration as their own. Each party shall bear its own costs incurred hereunder.

#### ARTICLE IV – CLOSING

4.1 Closing. The closing ("Closing") for the delivery of the Deed (defined below) for the Property, the payment of the balance of the Purchase Price and the delivery of the other instruments provided for in this Agreement shall be held at 10:00 A.M. at whichever comes first 1. on ninetieth (90<sup>th</sup>) day following the date that Purchaser gives Seller the Notice of Exercise or

2. 30 days of notification by the seller to the purchaser that the building is vacant. The Closing shall take place at a mutually agreeable location in Hamilton, Ohio. Time is of the essence.

The Closing shall not occur unless and until: (a) all of the actions set forth in Section 4.2 of this Agreement shall have been taken; and (b) all of the actions set forth in Section 4.3 of this Agreement shall have been taken. None of the actions provided for in preceding clauses (a) or (b) shall be deemed to have been taken unless and until all of them have been taken.

4.2 Seller's Obligations. At Closing, Seller shall:

(a) Deliver a General Warranty Deed ("Deed"), fully executed and acknowledged by Seller, conveying fee simple title to the Property to Purchaser using the legal description set forth on Exhibit A attached hereto, free and clear of all liens and encumbrances, subject only to Permitted Encumbrances;

(b) Deliver an Affidavit of Title and Non-Foreign Certificate, in a form reasonably acceptable to the Title Company, signed by Seller;

(c) Deliver an Assignment and Assumption of Leases (the "Assignment") in a form acceptable to Purchaser, executed and acknowledged by Seller;

(d) Deliver all affidavits to Title Company and sums of money required pursuant to Section 3.1 above;

(e) Deliver such affidavits or indemnity agreements to Title Company against liens and parties in possession (except for the Leases), tax transfer statements and such other affidavits or documentation as the Title Company may require to issue the Owner's Policy with standard exceptions deleted and in conformity with the Title Commitment as Cured by Seller and approved by Purchaser;

(f) Deliver a Bill of Sale ("Bill of Sale") in a form acceptance to Purchaser, conveying all of the Personal Property to Purchaser free and clear of all liens and in good working order.

(g) Deliver exclusive possession of the Property to Purchaser, subject only to Permitted Encumbrances;

(h) Execute the Closing Statement (the "Closing Statement"); and

(i) Deliver such other documents as the Title Company or Purchaser may request.

4.3 Purchaser's Obligations. At Closing, Purchaser shall:

(a) Pay the Purchase Price (less the amount of the Option Money) to Seller by Title Company check;

(b) Receive a marked-up Title Commitment and irrevocable written commitment from the Title Company that the Title Company will issue the Owner's Policy consistent with the marked-up Title Commitment;

(c) Deliver the Assignment, executed and acknowledged by Purchaser;

(d) Deliver the Bill of Sale, executed by Purchaser; and

(e) Execute the Closing Statement.

4.4 Closing Costs and Prorations. Real estate taxes and assessments (general and special) due and owing on the Property for the year of the Closing shall be prorated between Purchaser and Seller to the Closing Date based on the most recent tax bills that are available from the Butler County Auditor prior to the Closing. . Purchaser shall pay the cost of the title examination, Title Commitment, the premium for the Owner's Policy and the cost to record the Deed. Seller shall pay the cost to prepare the Deed. Each party shall be responsible for its own attorney fees.

The provisions of this Section 4.4 shall survive the Closing.

#### ARTICLE V – LOSS

5.1 Risk of Loss. If, after the Effective Date and prior to the Closing, the Property is damaged, Seller shall deliver written notice of that fact to Purchaser. Thereafter, Purchaser shall have the option: (a) to assume such risk, whereupon the parties shall proceed in accordance with the terms and conditions of this Agreement and Purchaser shall be entitled to all insurance awards resulting therefrom and the Purchase Price shall be reduced by the amount of Seller's insurance deductible; or (b) to terminate this Agreement by sending written notice of termination to Seller. If this Agreement is terminated, Seller shall: (a) repay to Purchaser the Option Money, less the Consideration; and (b) retain the Consideration as their own. Thereafter, neither Purchaser nor Seller shall have any liability to the other or any further rights or obligations under this Agreement, except for those obligations which survive the termination of this Agreement. Each party shall bear its own costs incurred hereunder.

## ARTICLE VI - RIGHT OF ENTRY

6.1 Right of Entry. Prior to Closing or until the earlier termination of this Agreement, the employees, agents and contractors of Purchaser shall have the right to enter upon the Property to conduct such due diligence investigations of the Property as they deem appropriate. All due diligence will be conducted at no cost or expense to Seller. Any on-site inspection of the Property shall be conducted in such a manner that will not harm or damage the Property.

Purchaser agrees to promptly repair any damage to the Property resulting from Purchaser's activities under this Article VI. The provisions of this paragraph shall survive the termination of this Agreement.

6.2 Seller's Delivery of Specified Documents. The following information relating to the Property in the possession of Seller shall be delivered to Purchaser concurrently with the execution of this Agreement by Seller:

- (a) any environmental reports on the Real Estate or documentation regarding the removal of any UST (defined below) from the Real Estate;
- (b) true and correct copies of the Leases and other documents relating to tenancies affecting the Real Estate, including all amendments;
- (c) (intentionally left blank)
- (d) (intentionally left blank)

## ARTICLE VII - REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser that all of the following representations and warranties are true, complete and correct as of the Effective Date and shall be true, complete and correct as of the Closing and shall survive the Closing.

(a) Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated thereby. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. All of the documents to be delivered by Seller at the Closing shall be the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(b) The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations thereunder do not and will not violate the terms of any agreement to which Seller is a party or by which Seller is bound.

(c) There is no other pending or threatened claim, litigation, condemnation, administrative action or other legal proceeding involving or affecting the Property or any part of it.

(d) Other than this Agreement, there are no other oral or written agreements or contracts which in any way affect or relate to the Property or any part of it.

(e) No: (i) hazardous substance has been placed on or beneath the surface of the Property or any part of it in violation of any federal, state or local law or regulation; and (ii) hazardous substance has been released on or from the Property in violation of any federal, state or local law or regulation.

(f) No underground storage tank (each, a "UST") is located on the Property. Neither Seller nor any employee, agent or contractor of Seller has removed any UST from the Property.

(g) At the time of Closing, there will be no outstanding contracts for any improvements to the Property or any part of it which have not been paid in full.

(h) The Property Information is true, complete and correct.

(i) (intentionally left blank)

(j) (Intentionally left blank)

(k) The Improvements are as is.

7.2 Breach. If any of the representations and warranties of Seller set forth in this Agreement are not true, complete and correct as of the Effective Date and as of the Closing, Purchaser may elect, at its option, either to: (a) close the transactions contemplated by this Agreement without regard to the breach of the representation and warranty; or (b) terminate this Agreement by giving notice of termination to Seller. After termination, Purchaser shall have no further obligations under this Agreement, except for those obligations which survive the termination of this Agreement and Seller shall pay the Option Money, less the consideration, to Purchaser. The foregoing election is not intended to be in derogation of, but shall be in addition to, Purchaser's remedies for Seller's breach and does not negate, modify or amend the representations and warranties of Seller contained in this Agreement, which representations and warranties shall survive the Closing.

ARTICLE VIII - EXERCISE OF OPTION

8.1 Exercise of Option. This Agreement shall be exercised by Purchaser giving written notice thereof (the "Notice of Exercise") to Seller in the manner provided in Section 10.2 on or before Noon, Dec 13, 2016 ("Option Period").

ARTICLE IX - SELLER'S COVENANTS

9.1 Agreements. Seller covenants and agrees that: (a) while this Agreement remains in effect, Seller will fully and timely perform its obligations under the Leases; (b) after Purchaser delivers the Notice of Exercise to Seller, Seller will not, without Purchaser's prior written consent, enter into any new lease or other understanding in any way affecting the Property; or (c) after Purchaser delivers the Notice of Exercise to Seller, Seller will not, without Purchaser's prior written consent, amend or modify any of the Leases.

9.2 Pre-Closing Obligations. Purchaser shall assume no pre-Closing liabilities or obligations of Seller, all such liabilities and obligations being liabilities and obligations which shall be the sole responsibility of Seller to pay. The provisions of this paragraph shall survive the Closing.

9.3 Insurance. While this Agreement remains in effect, Seller will keep the Property insured at the levels and in the amounts of the insurance for the Property that are in effect on the Signing Date.

AS IS" INSURANCE NOT REQUIRED X

ARTICLE X - MISCELLANEOUS

10.1 Brokerage Commission. Seller and Purchaser represent, one to the other, that no broker or agent is involved in this transaction who would be entitled to a fee or commission as a result of this transaction. Any fees, costs and/or commissions owing to any broker or agent shall be the sole responsibility of the party contracting for such broker or agent and such party shall remain fully responsible for and shall pay and defend the other party against any claims, losses, costs, damages and or expenses (including but not limited to reasonable attorney's fees) for a fee or commission do or alleged to be due as a result of the activities of that party. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement.

10.2 Notices. All notices required or permitted to be given under this Agreement shall be given in writing and delivered: (a) personally; (b) by overnight courier; or (c) by certified mail, return receipt requested, postage prepaid, addressed as follows (or at such other address for a party as shall be specified upon like notice):

If to Purchaser: 2173 Spinningwheel Lane  
Cincinnati, OH 45244

If to Seller:

2936 PINE GROVE LN  
MAINEVILLE, OHIO 45039

Such notice, if delivered personally or by overnight courier service, shall be deemed given and delivered at the time of delivery; or, if sent by certified mail, shall be deemed given and delivered additional two (2) calendar days after the time of mailing with appropriate postage attached thereto.

10.3 Integration and Amendments. This Agreement and the Exhibits attached to it constitute the entire agreement between the parties relating to the purchase and sale of the Property and shall be deemed to be a full, final and complete integration of all prior or contemporaneous understandings or agreements between the parties relating thereto. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

10.4 Additional Documentation. Seller and Purchaser shall execute such additional documentation as reasonably may be required to effectuate this Agreement.

10.5 Governing Law. This Agreement shall be governed by and all disputes related thereto shall be determined in accordance with the laws of the State of Ohio. Time is of the essence.

10.6 Successors. This Agreement shall be binding upon the parties hereto, and on their respective heirs and assigns. Purchaser shall have the right to freely assign his rights under this Agreement without Seller's consent.

10.7 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, except as otherwise specifically provided in this Agreement, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

10.8 Performance Dates. Time is hereby extended for the performance of any action required by this Agreement if the last day for performance falls on a Saturday, Sunday or national holiday. The performance so extended shall occur on the next succeeding day that is not a Saturday, Sunday or national holiday.

10.9 No Offer Until Executed. The submission of this Agreement to Seller for examination or consideration does not constitute an offer to purchase the Property by Purchaser

and this Agreement shall become effective, if at all, only upon the full execution and delivery thereof by Purchaser and Seller.

10.10 Negotiated Provisions. This Agreement shall not be construed more strictly against either party by virtue of the fact that a contract may be more strictly construed against the party preparing the contract, it being understood and agreed that both Seller and Purchaser have equally negotiated the provisions hereof and contributed substantially and materially to the preparation of this Agreement.

10.11 No Waiver or Rights. No failure of any party to exercise any power given such party under this Agreement or to insist upon strict compliance by any other party to its obligations under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

10.12 Survival. All agreements and covenants in this Agreement which must, by implication or necessity, survive the Closing, shall be deemed to so survive as the sense of this Agreement requires.

10.13 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential provisions of this Agreement for each party remain valid, binding and enforceable.

10.14 Effective Date. For purposes of this Agreement, the term "Effective Date" shall be the date that Purchaser executes this Agreement and forwards a fully executed copy thereof to Seller, which date shall be set forth on the first paragraph of this Agreement.

The parties hereto have executed this Agreement as of the date and year first

above written.

\* Buyers use their attorney for closing.  
Seller pays for deed prep.

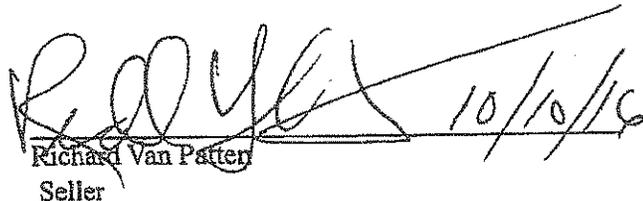
\* Property is  
SOLD "AS IS"

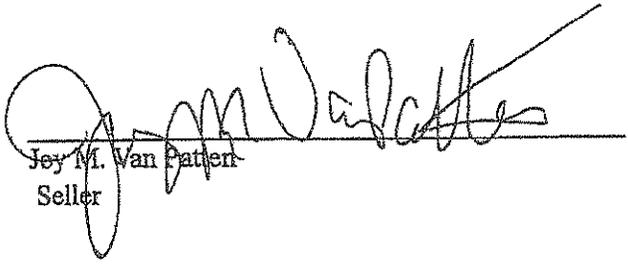
\* Seller will only  
Remove items  
that he wants,  
Everything <sup>else</sup> will be  
left on site.

\* Tenants will be removed.

\* ANY BACK TAXES will be <sup>10</sup> SUBTRACTED AND payed FROM  
PURCHASE AMOUNT AT CLOSING

James Piraino, Purchaser

  
Richard Van Patten  
Seller



Joy M. Van Patten  
Seller

EXHIBIT A

Property

The property known as 320 Main St. Hamilton, OH.

Parcels No. P6411003000041 and P6411003000040

EXHIBIT B

Personal Property

No personal property.

James Piraino  
2173 Spinningwheel Lane  
Cincinnati, OH 45244

December 12, 2016

**Via Overnight**

Mr. and Mrs. Richard Van Patten  
2936 Pine Grove Lane  
Maineville, OH 45039

Re: Notice of Exercise

Dear Mr. and Mrs. Van Patten:

Pursuant to the terms of that certain Option Agreement (the "Option") dated October 13, 2016, between us, notice is hereby given that I exercise my Option to buy the Real Estate which is more fully described in the Option. I suggest that the Closing take place on January 11, 2017, at the office of Jonathon O. Nerenberg, Esq., 246 High Street, Hamilton, Ohio. This letter will also confirm that no tenants will be occupying the Real Estate as of the Closing and no leases will be conveyed to the Purchaser at the Closing.

Sincerely,

James Piraino

cc: Jonathon O. Nerenberg, Esq.

s:\mason\hanrahan\jnr corporate\city of hamilton\piraino\van patten (320 main st) notice 12-8-16.docx

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is executed as of the \_\_\_\_ day of December, 2016 (the “Effective Date”), by and between James Piraino (“Assignor”), and City of Hamilton, Ohio, an Ohio municipal corporation (“Assignee”).

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor’s right, title and interest in and to: (a) that certain Option Agreement between Richard Van Patten and Joy M. Van Patten, husband and wife (collectively, “Seller”), and Assignor dated October 13, 2016 (the “Option”) relating to an option to purchase certain property located at 320 Main Street in Hamilton, Ohio, which is more fully described in the Option; and (b) the Option Money previously paid to the Seller under the Option.

This Assignment is made pursuant to the following terms and conditions:

1. Assumption. Assignee does hereby assume and agrees to perform all of the duties and obligations of Assignor under and pursuant to the terms of the Option arising on and after the Effective Date.
  
2. Definitions. All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Option.
  
3. Assignee’s Information. Assignee states that Assignee’s address for purposes of receiving notices under the Option is:  

345 High Street  
Hamilton, Ohio 45011  
Attention: Law Director
  
4. Entire Agreement. This Assignment contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

\_\_\_\_\_  
James Piraino

Approved as to Form:

City of Hamilton, Ohio

\_\_\_\_\_  
City Law Director

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is executed as of the 15<sup>th</sup> day of December, 2016 (the "Effective Date"), by and between James Piraino ("Assignor"), and City of Hamilton, Ohio, an Ohio municipal corporation ("Assignee").

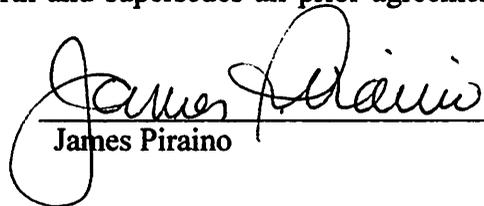
For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to: (a) that certain Option Agreement between Richard Van Patten and Joy M. Van Patten, husband and wife (collectively, "Seller"), and Assignor dated October 13, 2016 (the "Option") relating to an option to purchase certain property located at 320 Main Street in Hamilton, Ohio, which is more fully described in the Option; and (b) the Option Money previously paid to the Seller under the Option.

This Assignment is made pursuant to the following terms and conditions:

1. Assumption. Assignee does hereby assume and agrees to perform all of the duties and obligations of Assignor under and pursuant to the terms of the Option arising on and after the Effective Date.
2. Definitions. All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Option.
3. Assignee's Information. Assignee states that Assignee's address for purposes of receiving notices under the Option is:

345 High Street  
Hamilton, Ohio 45011  
Attention: Law Director

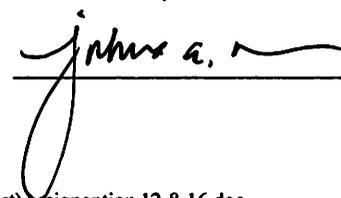
4. Entire Agreement. This Assignment contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

  
\_\_\_\_\_  
James Piraino

Approved as to Form:

  
\_\_\_\_\_  
City Law Director

City of Hamilton, Ohio

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

ASSIGNMENT AND ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AND ASSIGNMENT AGREEMENT (Assignment) is entered as of the 15th day of December 2016 (the Effective Date) by and between James Patrick ("Assignor") and City of Hamilton, Ohio an Ohio municipal corporation ("Assignee").

For good and valuable consideration the receipt adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to (a) that certain Option Agreement between Assignor and the City of Hamilton, Ohio (the "Option") dated October 15, 2016 (the "Option") relating to an option to purchase certain property located at 350 Main Street in Hamilton, Ohio, which is more fully described in the Option; and (b) the Option. A down payment has been paid to the Seller under the Option.

This Assignment is made pursuant to the following terms and conditions:

1. Assignment. Assignee does hereby assume and agree to perform all of the duties and obligations of Assignor under the terms of the Option arising on and after the Effective Date.
2. Definitions. All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Option.
3. Assignor's Information. Assignor states that Assignor's address for purposes of receiving notices under the Option is:

345 High Street  
Hamilton, Ohio 45011  
Attention: Law Director

James Patrick: This assignment contains the entire agreement between the parties hereto respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

James Patrick

City of Hamilton, Ohio

City of Hamilton, Ohio

City Law Director

City of Hamilton, Ohio

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE PURCHASE OF PROPERTY AT 320 MAIN STREET.** (Richard Van Patten and Joy M. Van Patten, Owners)

WHEREAS, on October 13, 2016, Richard Van Patten and Joy M. Van Patten, the owners of the real estate located at 320 Main Street, Hamilton, Ohio 45013 (the "Property"), entered into an Option Agreement ("Agreement") for the purchase of the Property by the City of Hamilton, Ohio for Sixty Thousand and 00/100 Dollars (\$60,000.00); and

WHEREAS, the Administration finds that it would be beneficial for Council to authorize the purchase of the Property for a total of Sixty Thousand and 00/100 Dollars (\$60,000.00); and

WHEREAS, the Property is located in the vicinity of the Main Street Business District, and the purchase of this Property would serve to allow control of the Property 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 efforts in the area of economic development efforts in the Main Street Business District.

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.

<b>Seller</b>	<b>Purchaser</b>	<b>Address</b>	<b>Parcel Identification</b>
Richard and Joy M. Van Patten	City of Hamilton	320 Main Street	P6411003000041 and P6411003000040

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**

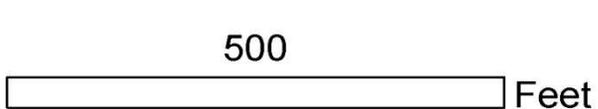
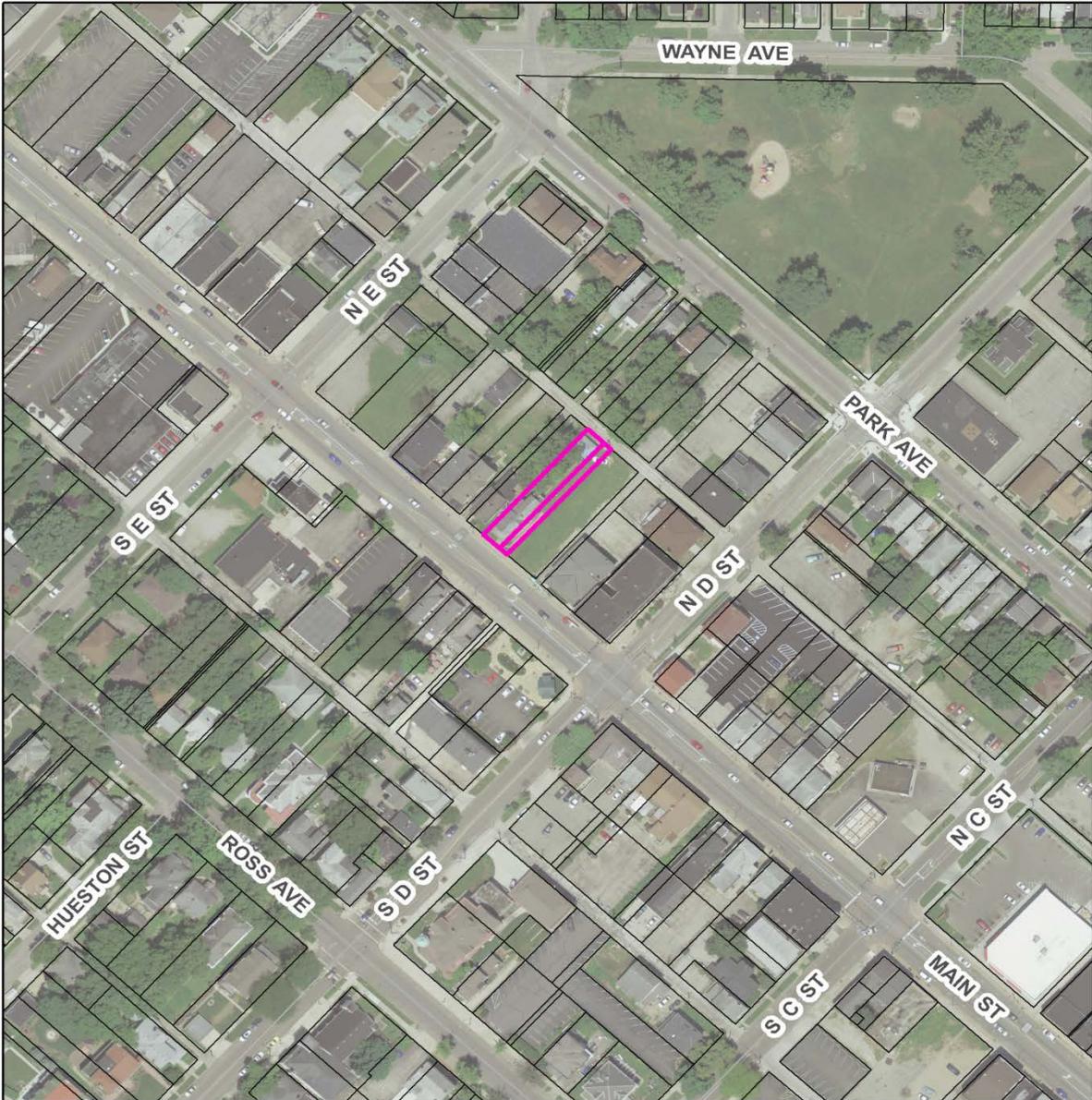
Ordinance No. \_\_\_\_\_ (Cont'd)

Exhibit No. 1

**City of Hamilton**  
BUTLER COUNTY OHIO



**320 MAIN STREET**  
**P6411003000040 & 41**



## City Council Meeting Staff Report

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

**Report From:** Timothy Werdmann, Director of Human Resources

**Agenda Item:** Report regarding an Ordinance to amend Sections 181.01, 181.02, 181.26, and 181.27 of Chapter 181, regarding the Implementation of Employee Fringe Benefits for Reinstated Employees

<p><b>Approvals/Reviews</b> <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><b>Related Strategic Goal(s)</b></p> <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Ordinance</i></p>	<p>1<sup>st</sup> Reading Date: 12-21-16            2<sup>nd</sup> Reading Date: 1-11-17            Public Hearing Date:</p>	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council (or other):</b> Caucus Report 12-14-16</p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p><b>Fiscal Impact</b></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 amend Sections 181.01, 181.02, 181.26, and 181.27 of Chapter 181, regarding the Implementation of Employee Fringe Benefits for Reinstated Employees?

### Policy Alternative(s)

Council may choose not to adopt such legislation to amend Sections 181.01, 181.02, 181.26, and 181.27 of Chapter 181, regarding the Implementation of Employee Fringe Benefits for Reinstated Employees. In which case there may be confusion and inconsistent application of the leave provisions to reinstated employees.

### Staff Recommendation

Staff recommends that Sections 181.01, 181.02, 181.26, and 181.27 be amended further to reflect that non-bargaining unit employees restated pursuant to civil service rule or any legal requirement will not be subject the PTO system.



**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**

Immaterial fiscal impact for one employee.

**Background Information**

On December 9, 2015, Council passed Emergency Ordinance EOR2015-12-110. This Emergency Ordinance created a Paid Time Off (PTO) system for employees hired by the City on or after January 1, 2016 not covered by a collective bargaining agreement, and amended and supplemented Sections 181.01, 181.02, 181.26, and 181.27 of Chapter 181 of the Codified Ordinances to reflect this system.

Rule IX, Section 3 of the Hamilton Civil Service Commission's Rules and Regulations provides: "Any permanent employee who has resigned in good standing or laid off may, within one (1) year and with the approval of the Commission and the Appointing Authority, be reinstated. A request to this effect shall be made in writing by the former employee involved."

It is unclear in the current provisions of the Codified Ordinance how to apply the leave provisions to employees who were originally hired prior to January 1, 2016 who return to City employment through a reinstatement process. This amendment clarifies that employees who were originally hired prior to January 1, 2016 who return to City employment through a reinstatement process are not subject to the PTO system.

**Attached Information**

N/A

**Copies Provided to:**

N/A



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND AND SUPPLEMENT SECTIONS 181.01, 181.02, 181.26, AND 181.27 OF CHAPTER 181 OF THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON REGARDING EMPLOYEE FRINGE BENEFITS.**

WHEREAS, on December 9, 2015, Council passed Emergency Ordinance EOR2015-12-110; and

WHEREAS, this Emergency Ordinance created a Paid Time Off (PTO) system for employees hired by the City on or after January 1, 2016 not covered by a collective bargaining agreement, and amended and supplemented Sections 181.01, 181.02, 181.26, and 181.27 of Chapter 181 of the Codified Ordinances to reflect this system; and

WHEREAS, Rule IX, Section 3 of the Hamilton Civil Service Commission's Rules and Regulations provides: "Any permanent employee who has resigned in good standing or laid off may, within one (1) year and with the approval of the Commission and the Appointing Authority, be reinstated. A request to this effect shall be made in writing by the former employee involved."; and

WHEREAS, it is unclear in the current provisions of the Codified Ordinance how to apply the leave provisions to employees who were originally hired prior to January 1, 2016 who return to City employment through a reinstatement process; and

WHEREAS, this Council desires that said Chapter 181 of the Codified Ordinances be amended and supplemented in order to clarify that employees who were originally hired prior to January 1, 2016 who return to City employment through a reinstatement process are not subject to the PTO system.

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

SECTION I: That Sections 181.01, 181.02, 181.26, and 181.27 in Chapter 181 of the Codified Ordinances of the City of Hamilton, Ohio, are hereby amended and supplemented to read as set forth in the document attached hereto as Exhibit No.1 and incorporated herein by reference.

SECTION II: That existing Sections 181.01, 181.02, 181.26, and 181.27 of the Codified Ordinances of the City of Hamilton, Ohio, **be and the same are hereby repealed.**

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_

City Clerk

**CERTIFICATE**

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

\_\_\_\_\_  
**Nicholas Garuckas, City Clerk**  
**CITY OF HAMILTON, OHIO**

**Exhibit No. 1**

**Sec. 181.01 – Vacation Leave.**

Permanent employees of the City hired before January 1, 2016, including permanent employees originally hired before January 1, 2016 and reinstated to City employment pursuant to Civil Service rule or any legal requirement, shall be granted vacation leave on the basis of length of continuous service and shall be entitled to leave with pay in accordance with the following schedule:

(a) Determination of Eligibility.

(1) Permanent full-time employees shall be eligible for vacation leave as specified herein unless provided otherwise by a negotiated labor contract covering bargaining unit of which the employee is a member. All service, for calculation of vacation leave, must be continuous with the City.

<u>Years of Continuous Service</u>	<u>Vacation Leave Allowance (work days)</u>
Less than one	0
One but less than seven	10
Seven but less than sixteen	15
Sixteen	20
Seventeen	21
Eighteen	22
Nineteen	23
Twenty	24
Twenty-one	25
Twenty-two	26
Twenty-three	27
Twenty-four	28
Twenty-five	29
Twenty-six or more	30

(2) Employees of the Division of Fire who are not within the bargaining unit and whose normal work schedule is based upon twenty-four hour tours of duty shall receive vacation leave as follows:

<u>Years of Continuous Service</u>	<u>Vacation Leave Allowance</u>
Less than one	None
One but less than eight	Five tours
Eight but less than sixteen	Seven tours
Sixteen but less than nineteen	Nine tours
Nineteen but less than twenty-two	Ten tours
Twenty-two but less than twenty-five	Eleven tours
Twenty-five	Twelve tours
Twenty-six or more	Twelve tours plus eight hours pay

(3) Only permanent part-time employees hired before January 1, 2014 whose normal work schedule is less than forty but twenty-five or more hours per week shall be eligible for paid annual vacation leave. All permanent part-time employees hired after January 1, 2014 shall not be eligible for any paid annual vacation. Pay for vacation leave shall not exceed that provided as compensation for the normal, average work week of the eligible employee. Service with the City for purposes of vacation leave shall be continuous.

Ordinance No. \_\_\_\_\_ (cont'd)

(4) Upon their first anniversary date with the City and each year thereafter, all permanent part-time employees hired before January 1, 2014, shall be eligible for annual paid vacation leave up to a maximum of ten days. The number of hours of annual paid vacation for permanent part-time employees hired before January 1, 2014, shall be determined by multiplying eighty hours by a fraction whose numerator is the total number of hours the employee worked in the previous year, which shall be computed as of the date of the employee's anniversary of service with the City, and whose denominator is 2,080 hours. Eligibility for vacation shall commence one year after the employee's date of hire. Pay for vacation leave shall not exceed that provided as compensation for the normal, average work week of the employee. Service with the City for purposes of vacation leave shall be continuous.

(b) Such vacation leave shall be taken at such times as may be determined in each case by the authority whose duty it may be to direct the work of such officer or employee.

(c) An employee shall not be eligible for vacation leave in any calendar year in which he has not been actively employed with the City, except as may otherwise be provided in a negotiated labor contract.

(d) In case of death, unused accumulated vacation leave shall be paid in a lump sum to the estate of the decedent or the surviving spouse or heir(s).

(e) In the event of separation by resignation, lay-off, retirement or dismissal, unused accumulated vacation leave shall be paid in one lump sum to the employee in lieu of granting such employee vacation leave after his/her last day of active service with the City.

(f) Any unused vacation leave hours accumulated during each calendar year shall be removed from an employee's credit unless the same is approved in writing by the City Manager who may authorize carryover into the following calendar year of such unused vacation leave in those instances of medical disability, work schedule demands or other similar and peculiar circumstances which have precluded normal vacation usage.

(g) Eligible employees hired on or after January 1, 2016 will not be eligible for benefits under this section. They will be eligible for Paid Time Off (PTO) benefits under Section 181.26

**Sec. 181.02 – Sick Leave.**

Permanent employees of the City hired before January 1, 2016, including permanent employees originally hired before January 1, 2016 and reinstated to City employment pursuant to Civil Service rule or any legal requirement, shall be granted sick leave on the basis of length of continuous service and shall be entitled to leave with pay in accordance with the following schedule:

(a) Each permanent full-time City employee whose normal work schedule equals or exceeds forty hours per week and each permanent part-time employee hired prior to January 1, 2014 who, upon his/her anniversary of service with the City, has provided at least 1,300 hours of City service in the previous year, shall be entitled to sick leave of ten hours per month for each month in which the employee has actively worked. Unless specified otherwise by negotiated labor contract, unused monthly accruals shall accumulate.

(1) Each uniformed member of the Police Division shall be permitted to accumulate unused monthly accruals to a maximum of 2,160 hours.

(2) Each uniformed member of the Fire Division shall be permitted to accumulate unused monthly accruals without limit pursuant to Ohio R. C. 124.38.

(3) Each permanent employee regularly working on a schedule of twenty-four hour tours of duty in the Fire Division shall be entitled to sick leave of thirteen and one-quarter hours per month for each month in which the employee has actively worked. Unused monthly accruals shall accumulate in accordance with Ohio R.C. 124.38, for employees so regulated.

(4) Each permanent, part-time employee hired prior to January 1, 2014 whose normal average work schedule is less than twenty-five hours per week shall be entitled to sick leave of five hours per month for each month in which the employee has actively worked. Unused monthly accruals shall accumulate to a maximum of 2,040 hours.

(5) An employee may use sick leave consistent with policies established by and with the approval of the City Manager for absence from his or her normal work schedule due to personal illness or injury, exposure to contagious disease which could be communicated to other employees, illness or other medical emergency in the employee's immediate family or to attend a medical, dental or optical appointment for treatment and/or examination when such appointment cannot be scheduled during the employee's off-duty time.

**Ordinance No. \_\_\_\_\_ (cont'd)**

(6) The usage of accrued sick leave shall reduce the employee's accumulated balance by an amount equal to the actual usage rounded to the nearest quarter hour.

(7) The City Manager may require the employee to furnish a certificate and proof that his/her absence was caused by illness or any of the other causes mentioned in this section, or for any reason mentioned herein. In the case of absence of any employee due to illness, the City Manager may order a physical examination of such employee to be made by a physician selected by the City Manager. Refusal of an employee to undergo such examination shall be cause for discontinuance of further sick leave pay.

(b) Each permanent City employee who has accumulated at least 240 hours of sick leave at the commencement of an extended illness shall be entitled to additional sick leave pay when his/her regular accumulation has expired; this shall be equivalent to one-half his normal daily sick leave rate for a period of time equal to his/her accumulated sick leave at the beginning of his/her illness. For purposes of this benefit, maximum sick leave accumulations shall be limited to 1,200 hours for those employees whose normal work schedule does not exceed forty hours per week and 1,680 hours for those Fire Division employees whose average work schedule is based upon a twenty-four hour tour of duty.

(1) Utilization of subsection (b) hereof requires prior certification from a physician of an employee and creates no rights to payment at retirement, death or other termination of employment.

(2) This section is inoperative if the employee is entitled to benefits under Ohio Workers' Compensation.

(3) The provisions of this section shall not affect the City's right to initiate disability retirement.

(c) Employees hired on or after January 1, 2016 will not be eligible for benefits under this section. They will be eligible for Paid Time Off (PTO) benefits under Section 181.26

**Sec. 181.26 – Paid Time Off (PTO).**

Effective January 1, 2016, employees hired on or after January 1, 2016, excluding permanent employees originally hired before January 1, 2016 and reinstated to City employment pursuant to Civil Service rule or any legal requirement, will not be eligible for leave benefits under Section 181.01, 181.02, and 181.27(b)(2); time off will be awarded as "Paid Time Off" (PTO) and the award of time formerly known as Vacation, Floating Holidays or Personal Leave Holidays, Employee Birthday Holiday, and Sick Leave will cease.

(a) The City will grant paid time off with pay to all employees hired after January 1, 2016 on the following basis:

Years of Continuous Service	PTO Hours Per Year	Approx. PTO Accrual Per Pay	Min Amount to Be Used/Yr (50%)	PTO Bank Maximum	Max PTO Hours Paid at Separation
Less than 1	88	3.38	44	480	1:1; 480 max
1	168	6.46	84	480	1:1; 480 max
7	208	8.00	104	480	1:1; 480 max
16	248	9.54	124	480	1:1; 480 max
17	256	9.85	128	480	1:1; 480 max
18	264	10.15	132	480	1:1; 480 max
19	272	10.46	136	480	1:1; 480 max
20	280	10.77	140	480	1:1; 480 max
21	288	11.08	144	480	1:1; 480 max

(b) For Paid Time Off purposes, it is understood that all period of employment are to be continuous periods of employment as a permanent, full-time employee; that is, without separation by resignation or dismissal. Credit for continuous service shall apply only to service for the City of Hamilton for persons hired after August 17, 1994. Such employees shall receive no credit for service in any other public agency and shall have no right to claim such service under Ohio Revised Code § 9.44.

(c) Each year, employees will be required to pre-schedule and use 50% of their annual allotment of

Ordinance No. \_\_\_\_\_ (cont'd)

PTO. Employees shall submit their choice of PTO dates for 50% of their annual allotment for the calendar year of January 1 through December 31 to their supervisor between January and March of each year. PTO requests submitted during this period shall be granted within each division based on divisional seniority provided that requests for a full week of vacation will be given priority over single day requests. All requests are subject to supervisory and operational requirements. If 50% of an employee's annual PTO allotment is not taken by January 1 of each calendar year, any PTO above such allotment shall be removed from the employee's PTO bank.

- (d) On the first payroll in January 2016, the full PTO accrual will start and continue indefinitely up to the PTO bank maximum of 480 hours. Once 480 hours is reached, the accrual will stop. Once the employee's PTO balance goes below 480 hours, the accrual will re-activate and continue as described above.

**Sec. 181.27 – Holiday Leave with Pay.**

Employees hired on or after January 1, 2016, excluding permanent employees originally hired before January 1, 2016 and reinstated to City employment pursuant to Civil Service rule or any legal requirement, will not be eligible for benefits under paragraph (b)(2) of this section. They will be eligible for Paid Time Off (PTO) benefits under Section 181.26.

Except as otherwise provided by an applicable negotiated labor contract, the following shall apply:

(a) Determination of Eligibility.

(1) Permanent full-time employees within the administrative service of the City shall be eligible to receive holiday leave with pay. Permanent part-time employees within the administrative service of the City shall not be eligible to receive holiday leave with pay.

(2) Permanent employees whose normal work schedule is not less than thirty- seven and one-half hours per week shall be considered as full-time. Holiday leave with pay for full-time employees shall not exceed a total of 120 hours per calendar year, commencing January 1.

(3) Permanent employment status notwithstanding, eligibility for holiday leave with pay is further conditioned upon the employee being in a pay status on the actual date of the designated holiday except that, for purposes of leave taken as a "floating holiday", eligibility shall constitute being in a pay status for a period of three or more calendar months in the calendar year.

(b) Holiday Observance.

(1) Except as provided hereinafter or in an applicable labor contract, the following are official holidays for purposes of leave with pay for permanent employees whose normally scheduled work week does not exceed forty hours:

New Year's Day (January 1)      Thanksgiving Day  
Martin Luther King Day      Friday after Thanksgiving  
Good Friday                  Christmas Eve Day (December 24)  
Memorial Day                  Christmas Day (December 25)  
Independence Day (July 4)      New Year's Eve Day (December 31)  
Labor Day                      Employee's Birthday

(2) In addition to the holidays provided at subparagraph (b)(1) hereof, holiday leave with pay not to exceed forty hours per calendar year shall be provided as "floating holidays" for all permanent full-time employees hired prior to January 1, 2016.

A. The following are designated as official holidays for purpose of leave with pay for permanent sworn employees of the Police Division:

1. Employees assigned to a "4/2" work schedule shall be eligible for a total holiday leave of seventy-two hours with pay per calendar year. Such leave shall be composed of nine eight-hour leave tours with pay.

2. Employees assigned to a "5/2" work schedule shall be eligible for a total holiday leave of 136 hours with pay. Such holiday leave shall be composed of those days provided in subsection (b)(1) hereof and seven personal leave days.

3. Holiday leave time provided employees assigned to a "4/2" work schedule and personal leave holidays provided employees assigned to a "5/2" work schedule shall be scheduled without reference to a designated date and shall be arranged consistent with work unit demands and wishes of the employee.

B. Permanent full-time sworn employees in the Division of Fire who are not members of Local 20, International Association of Firefighters Bargaining Unit specifically the classifications of Chief of Fire and Deputy Chief, shall receive holiday leave per year, subject to the following conditions:

Ordinance No. \_\_\_\_\_ (cont'd)

1. Except as otherwise provided herein, such nonbargaining unit employees who work an eight hour schedule shall receive a total of 120 hours of holiday leave as provided in subsections (b)(1) and (b)(2) hereof;

2. Except as otherwise provided herein, such nonbargaining unit employees who work a twenty-four hour tour of duty schedule shall receive holiday leave as provided in subsection (b)(2)C1. hereof

3. Holiday leave with pay shall be granted in the amount of ninety-six hours of time off with a payment, in lieu of time off, of forty hours, provided, however, that deputy chiefs who are employed on a twenty-eight day cycle waive entitlement to holiday pay in excess of ninety-six hours and, in lieu thereof and in consideration of the twenty-eight day cycle and for the purpose of eliminating any additional employer overtime liability as a result thereof, shall receive overtime supplemental pay at the rate of 1.54 hours in payroll periods 1 through 25 and 1.50 hours in payroll period 26.

C. Permanent sworn employees in the Division of Fire who are members of Local 20, International Association of Firefighters Bargaining Unit, shall receive holiday leave as follows:

1. For employees whose average work week is based on a twenty-four hour shift, total annual holiday leave shall be 128 hours per calendar year commencing January 1, 1988. Such holiday leave shall consist of thirty-two hours of paid time and ninety-six hours of paid time off. All holiday leave shall be scheduled consistent with departmental policies.

2. On such occasions as any of the above designated holidays fall on a Saturday or the employee's first scheduled day of rest, such holiday shall be celebrated on the Friday previous or the past previous scheduled work day of the employees work week. On such occasion as any of the above designated holidays fall on a Sunday or the employee's second scheduled day of rest, such holiday shall be celebrated on the Monday next following or the next following scheduled work day of the employee's work week.

3. The scheduling of designated and "floating holiday" leaves and "personal leave tours" shall be consistent with established operating policies and procedures of the employee's department or division.

4. Holiday leave will not be carried forward into a succeeding calendar year unless with written approval of the City Manager.

(c) Holiday Leave Administration.

(1) Pay for holiday leave shall be computed based on the hourly or salary rate for the employee's classification, as shown in the Classification and Compensation Plan.

(2) Pay received for holiday leave taken in excess of the employee's eligibility, as established herein, shall be subject to recovery.

(3) In the event that the schedule of a uniformed member of the Police Division is changed to or from the "modified 4/2" schedule so as to affect holiday leave eligibility, that employee's eligibility shall be prorated each month worked at the appropriate holiday leave eligibility.

(4) In the event of separation from employment through resignation, retirement, layoff or dismissal holiday leave with pay due the employee shall be paid in a lump sum upon the effective date of separation.

(5) In the event of the death of an employee, holiday leave pay otherwise due the employee shall be paid in a lump sum to the estate of the deceased employee, the surviving spouse or the heir(s) at law.

(6) The City Manager is authorized to promulgate such policies and procedures as is necessary for the administration of the City's holiday leave with pay benefit and may further authorize premium rates of pay for hours worked on an observed holiday.

**City Council Meeting Staff Report**

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

**Report From:** John Creech, Senior Planner

**Agenda Item:** Request to amend and supplement Section 1118.00 of the City's Zoning Ordinance of the City of Hamilton, Ohio, relative to R-4 Multi-Family Residence District (City of Hamilton, Applicant)

<p><b>Approvals/Reviews</b> <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><b>Related Strategic Goal(s)</b></p> <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 12-21-2016 <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading Date: 1-11-2017 <input checked="" type="checkbox"/> Public Hearing Date: 12-21-2016	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council (or other):</b> Planning Commission: 11-7-2016</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	
<p><b>Fiscal Impact</b></p>	<p>Budgeted: \$ Expenditure: \$200.00 Source Funds:</p>	

**Policy Issue**

Does City Council wish to approve legislation to amend and supplement Section 1118.00 of the Zoning Ordinance of the City of Hamilton, Ohio, relative to R-4 Multi-Family Residence District?

**Policy Alternative(s)**

Council may choose to not approve legislation to amend and supplement Section 1118.00 of the Zoning Ordinance of the City of Hamilton, Ohio, relative to R-4 Multi-Family Residence District. If Council does not approve this legislation, Lodging and Boarding Houses will continue to be permitted in R-4 Multi-Family Residence Districts.

**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 amend and supplement Section 1118.00 of the Zoning Ordinance of the City of Hamilton, Ohio: Section 1118.00 R-4 Multi-Family Residence District.

**Statutory/Policy Authority**



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

### **Fiscal Impact Summary**

The City's current fiscal impact includes any staff time allotted to the request to approve an Amendment to the Zoning Ordinance of the City of Hamilton, Ohio: Section 1118.00 R-4 Multi-Family Residence District, estimated at approximately \$200.00.

### **Background Information**

The City of Hamilton Zoning Ordinance was adopted in 1971. From time to time, as newly defined land uses occur or as land uses become obsolete, the current zoning definitions, permitted and conditional land uses found within the City of Hamilton zoning ordinance may require amendment or revision to bring the zoning ordinance up to date. The City of Hamilton proposes to amend the R-4 Multi-Family Residence District in order to preclude the establishment of "Lodging and Boarding Houses". Lodging and Boarding Houses are not the same land use as hotels or multi-family dwellings, both of which are separately defined and regulated in the Hamilton Zoning Ordinance.

### **Proposed Zoning Amendment:**

The zoning code currently allows boarding houses in the R-4 and subsequent zoning districts with up to 20 unrelated individuals in a single building. There is no minimum lot size requirement or minimum lot area requirement per dwelling unit or individual. This could lead to severe overcrowding – for example 20 individuals in a structure on a 5,000 square foot lot would be the equivalent of one person for every 250 square feet of lot area. This compares to a minimum of 1,500 square feet of lot area per dwelling unit for other residential uses in the R-4 zoning district. The proposed amendment will promote the public health, safety and welfare of residents in the city by preventing the future establishment of Lodging and Boarding Houses which could lead to overcrowding conditions on small or undersized properties.

The proposed zoning ordinance amendment will amend Section 1118.00 R-4 Multi-Family Residence District by removing "Lodging and Boarding Houses" from the list of permitted land uses in the R-4 district and adding to prohibited uses. By removing "Lodging and Boarding Houses" from the list of permitted uses in the R-4 zoning district, such uses will also not be permitted in subsequent zoning districts.

The Planning Commission recommends that City Council approve the request to amend the Zoning Ordinance of the City of Hamilton, Ohio regarding Lodging and Boarding Houses encompassing Section 1118.00.

### **RECOMMENDATION**

The Planning Commission reviewed and approved the proposed zoning amendment on November 7, 2016 and recommends that City Council approve the request to amend the Zoning Ordinance of the City of Hamilton, Ohio regarding Lodging and Boarding Houses encompassing Section 1118.00.

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 request to amend the Zoning Ordinance of the City of Hamilton, Ohio regarding Lodging and Boarding Houses encompassing Section 1118.00.

### **Attached Information**

N/A

### **Copies Provided to:**

N/A



**Exhibit 1 – Proposed Zoning Amendment to Section 1118.00 of the  
City of Hamilton Zoning Ordinance:**

1. Move the following from Principal Permitted Uses found in Section 1118.23:

Lodging and Boarding Houses: Lodging and boarding houses, including incidental accessory service.

2. Create 1118.45 Prohibited Uses and add the following:

1118.45 Prohibited Uses:

Lodging and Boarding Houses: Lodging and boarding houses, including incidental accessory service.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING AND SUPPLEMENTING SUBSECTIONS OF THE CITY OF HAMILTON ZONING ORDINANCE NO. 7503, RELATIVE TO SECTION 1118.00 R-4 MULTI-FAMILY RESIDENCE DISTRICT REGARDING LODGING AND BOARDING HOUSES.**

WHEREAS, from time to time, as newly defined land uses occur or as land uses become obsolete, the current zoning definitions, permitted and conditional land uses found within the City of Hamilton Zoning Ordinance No. 7503 may require amendment or revision to bring the City's Zoning Ordinance up to date; and

WHEREAS, the City's Zoning Ordinance, Subsection 1118.23 currently identifies Lodging and Boarding Houses as a Permitted Use in the R-4 and subsequent zoning districts. Lodging and Boarding Houses allow five (5) or more persons, not exceeding twenty (20) persons, to lodge in a single building. Lodging and Boarding Houses are not the same land use as hotels or multi-family dwellings, both of which are separately defined and regulated in the City's Zoning Ordinance; and

WHEREAS, the City desires to amend the City's Zoning Ordinance in order to change Lodging and Boarding Houses from a Permitted Use to a Prohibited Use for the reason that there are no minimum lot size requirements or lot area requirements per dwelling unit for lodging or boarding houses, which could lead to severe overcrowding; and

WHEREAS, in order to achieve the foregoing, it is necessary to amend and supplement Section 1118.00 of the City's Ordinance No. 7503 by repealing Subsection 1118.32 as it currently exists and adding Subsection 1118.45, in order to make Lodging and Boarding Houses a Prohibited Use; and

WHEREAS, the proposed amendment will promote the public health, safety and welfare of residents in the city by preventing the future establishment of Lodging and Boarding Houses which could lead to overcrowding conditions on small or undersized properties; and

WHEREAS, the Planning Commission held a public hearing regarding said zoning amendments on November 7, 2016 to receive public input; and

WHEREAS, said amendments were approved by the Planning Commission on November 7, 2016 and Council desires to adopt such amendments to the City's Zoning Ordinance No. 7503.

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

SECTION I: That the existing Subsection 1118.32 of Section 1118.00 of the City of Hamilton Zoning Ordinance, **be and is hereby repealed.**

SECTION II: That Section 1118.00 of the City of Hamilton Zoning Ordinance, **is hereby amended and supplemented by adding thereto new Subsection 1118.45,** to be and read as follows:

"1118.45 Prohibited Uses: Lodging and Boarding Houses, including incidental accessory service."

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_

City Clerk

Ordinance No. \_\_\_\_\_ (Cont'd)

**CERTIFICATE**

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

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

## City Council Meeting Staff Report

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

**Report From:** John Creech, Senior Planner

**Agenda Item:** Request to Replat City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Ohio (Shelton & Sons, Inc., Applicant)

<p><b>Approvals/Reviews</b> <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><b>Related Strategic Goal(s)</b></p> <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 12-21-2016 <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading Date: 1-11-2017 <input type="checkbox"/> Public Hearing Date:	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council (or other):</b> Planning Commission: 11-7-2016</p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p><b>Fiscal Impact</b></p>	<p>Budgeted: \$No</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>
	<p>Expenditure: \$200.00</p>	
	<p>Source Funds: \$0.00</p>	

**Policy Issue**

Does City Council wish to approve a Replat of City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Ohio?

**Policy Alternative(s)**

Council may choose to not approve a Replat of City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, 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 approve a Replat of City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Ohio.

**Statutory/Policy Authority**

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



### **Fiscal Impact Summary**

The City's current fiscal impact includes any staff time allotted to the request to Replat City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Ohio estimated at approximately \$200.00.

### **Background Information**

This is a request submitted by Bayer Becker Engineers, on behalf of Shelton & Sons, Inc., for review and approval of the replat of City Lot Nos. Lots 30470 and 30471, located at 680 and 690 Devanshae Court (See attached location map).

The replat is attached for reference as an Exhibit Item 2. The proposed replat will shift the property line a range of 3 feet to 7.8 feet between 680 and 690 Devanshae Court to correct a driveway encroachment of 690 Devanshae Court onto the adjacent vacant lot at 680 Devanshae Court located within the Random Oaks subdivision.

The Hamilton Zoning Ordinance requires a minimum setback of 3 feet from the side property line for side-entry garages in residential zoning districts.

### **RECOMMENDATION**

The Planning Commission reviewed and approved the proposed replat on November 7, 2016 and recommend approval to City Council.

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and directs the preparation of the necessary legislation to approve the Replat of City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Ohio.

### **Attached Information**

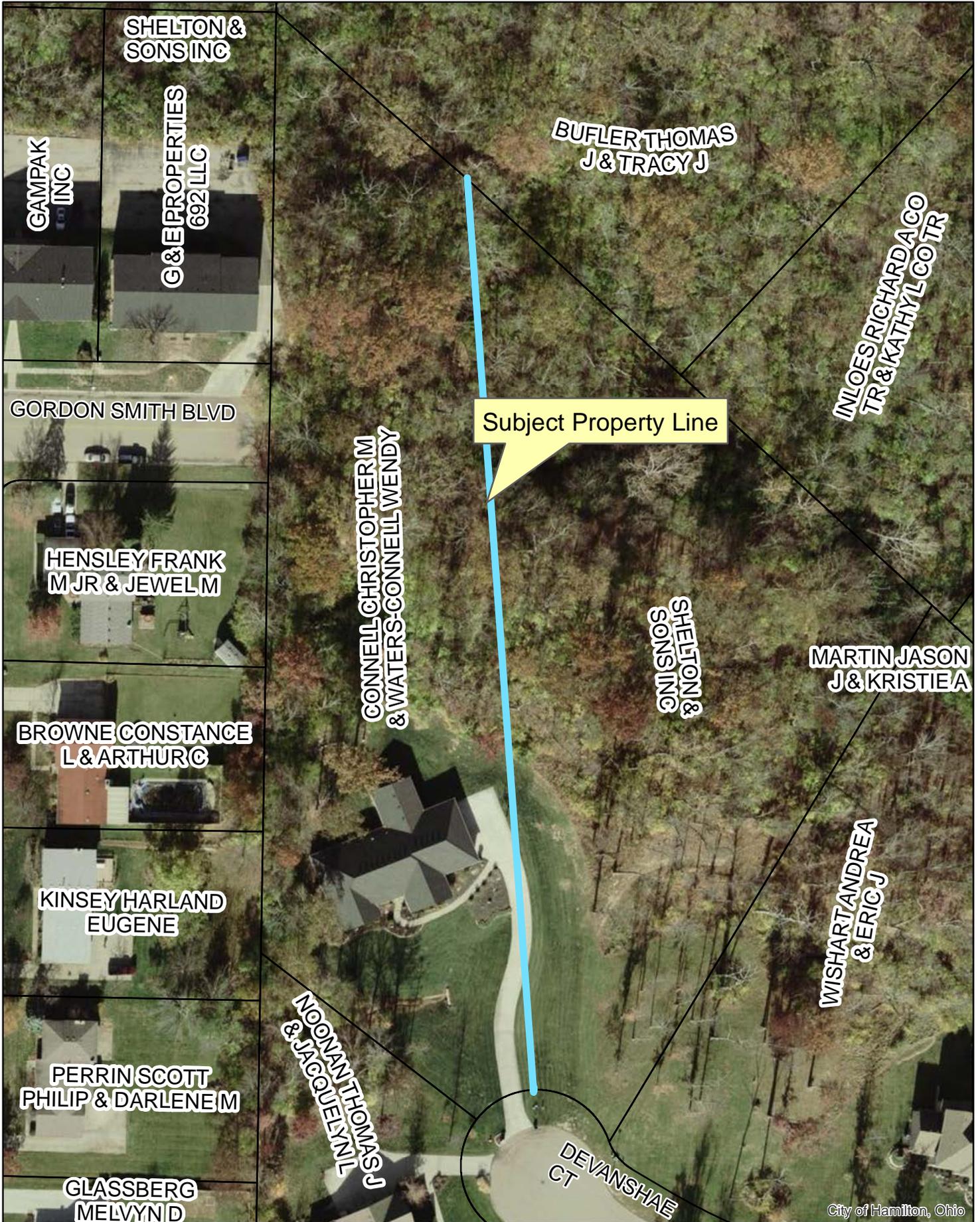
1. Aerial Location Map
2. Replat of Lots 30470 and 30471

### **Copies Provided to:**

N/A



Location Map



 Property Line

0 35 70 140 Feet

City of Hamilton, Ohio



# NEW LOTS #32113 & #32114

BEING A RE-PLAT OF LOT #30470 & #30471  
OF RANDOM OAKS, SECTION ONE  
AS RECORDED IN PLAT ENVELOPE 3299, PAGES A-C  
BETWEEN THE MIAMIS  
SECTION 20, TOWN 2, RANGE 3  
FIRST WARD, NORTH SIDE  
CITY OF HAMILTON, BUTLER COUNTY, OHIO

KNOW ALL MEN BE THESE PRESENTS:

THAT THE UNDERSIGNED, BEING THE OWNERS OF ALL OF LOT #30470 (2.254 ACRES) AND ALL OF LOT #30471 (2.183 ACRES) LOCATED BETWEEN THE MIAMIS, FIRST WARD NORTH SIDE, CITY OF HAMILTON, BUTLER COUNTY, OHIO, AND AS DESIGNATED ON THE LIST OF LOTS IN THE CITY OF HAMILTON AND AS RECORDED IN PLAT ENVELOPE 3299, PAGE A-C OF THE BUTLER COUNTY, OHIO RECORDER'S OFFICE, DO RESPECTIVELY HEREBY ASSENT TO AND ADOPT THIS REPLAT OF SAID LOTS, THE SAME TO BE KNOWN AS LOT #32113 AND #32114 OF RANDOM OAKS, SECTION ONE, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED.

TITLE ACQUIRED BY:  
OFFICIAL RECORD 7712, PAGE 1411 (LOT #30470)  
OFFICIAL RECORD 8859, PAGE 450 (LOT #30471)

EASEMENTS ON SAID PLAT, DESIGNATED AS (UTILITY EASEMENT) ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND THE TRANSMISSION OF ELECTRIC, TELEPHONE AND OTHER PURPOSES; FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND UNDERGROUND STORM WATER DRAINS; FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER; PIPELINES FOR SUPPLYING GAS, WATER, HEAT AND OTHER PUBLIC OR QUASI PUBLIC UTILITY FUNCTIONS TOGETHER WITH THE NECESSARY LATERAL CONNECTIONS, AND ALSO THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS, AND TO CUT, TRIM, OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATELY THERE ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

FOR VALUABLE CONSIDERATION WE THE UNDERSIGNED, DO HEREBY PERMANENTLY GRANT TO THE CITY OF HAMILTON, FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS AND SUCCESSORS AND ASSIGNS, FOREVER NON-EXCLUSIVE EASEMENTS AS SHOWN ON THE WITHIN PLAT AND, DESIGNATED AS "UTILITY EASEMENT" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF WATER, GAS, ELECTRIC TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES INCLUDING THE INSTALLATION OF NECESSARY ATTACHMENTS THERETO, AND FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND UNDERGROUND STORM WATER AND SANITARY SEWER, PIPELINE STRUCTURES AND NECESSARY LATERAL CONNECTIONS.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE DEDICATED TO THE CITY OF HAMILTON; FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO CINCINNATI BELL, AND TIME WARNER CABLE.

SAID GRANTEES SHALL HAVE THE RIGHT TO INGRESS TO AND EGRESS FROM SAID EASEMENTS, AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD. WE ACKNOWLEDGE HAVING FULL POWER TO CONVEY THESE EASEMENTS AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALL LOTS SHOWN ON THE ACCOMPANYING PLAT SHALL BE SUBJECT TO THE SAME PROTECTIVE COVENANTS AND RESTRICTIVE PROVISIONS AS SET FORTH IN PLAT ENVELOPE 3299, PAGE A-C OF THE BUTLER COUNTY, OHIO RECORDS, WHICH COVENANTS AND PROVISIONS ARE HEREBY MADE A PART OF THIS DEED OF SUBDIVISION.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER MAIN EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF.

ALL LOTS SHOWN HEREON SHALL BE SERVED BY PUBLIC SANITARY SEWERS AND WATER.

TYPICAL FIVE (5) FOOT PRIVATE DRAINAGE EASEMENT TO BE PROVIDED ON BOTH SIDES OF EVERY LOT LINE, INSIDE THE PLATTED AREA, NOT PRESENTLY LABELED WITH AN EASEMENT.

## HOME OWNERS ASSOCIATION DRAINAGE EASEMENTS

THE CITY OF HAMILTON DOES NOT ACCEPT ANY PRIVATE, H.O.A. (HOME OWNERS ASSOCIATION) DRAINAGE EASEMENTS SHOWN ON THE ACCOMPANYING PLAT. THE CITY OF HAMILTON IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. MAINTENANCE OF ALL IMPROVEMENTS WITHIN THE HOME OWNERS ASSOCIATION DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE RANDOM OAKS HOME OWNERS ASSOCIATION AS PROVIDED FOR IN THE DECLARATION AND IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF HAMILTON ENGINEER. WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN IN WHICH MAY OBSTRUCT, RETARD OR CHANGE THE DIRECTION OF FLOW OF THE WATER.

IN WITNESS THEREOF, SHELTON & SONS, INC., AN OHIO LIMITED LIABILITY COMPANY HAS HEREUNTO SET HIS HAND BY EDWARD SHELTON, PRESIDENT OF SHELTON & SONS, INC., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD., 2016.

IN WITNESS THEREOF, CHRISTOPHER M. AND WENDY WATERS-CONNELL HAS HEREUNTO SET THEIR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD., 2016.

OWNER (LOT #30471)  
SHELTON & SONS INC., AN OHIO CORPORATION  
625 DEVANSHAE COURT  
HAMILTON, OHIO 45013  
(513) 863-6165

OWNERS (LOT #30470)  
CHRISTOPHER M. & WENDY WATERS-CONNELL  
690 DEVANSHAE COURT  
HAMILTON, OHIO 45013  
(513) 330-1983

EDWARD SHELTON, PRESIDENT  
SHELTON & SONS, INC.,  
AN OHIO CORPORATION

WITNESS: \_\_\_\_\_  
(NAME)  
WITNESS: \_\_\_\_\_  
(NAME)

CHRISTOPHER M. CONNELL  
WENDY WATERS-CONNELL

WITNESS: \_\_\_\_\_  
(NAME)  
WITNESS: \_\_\_\_\_  
(NAME)

STATE OF OHIO BUTLER COUNTY S.S.

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD., 2016 BEFORE ME, A NOTARY PUBLIC IN AND OF SAID COUNTY AND STATE, PERSONALLY CAME SHELTON & SONS, INC., AN OHIO LIMITED LIABILITY COMPANY, BY EDWARD SHELTON, PRESIDENT, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY AND OF HIMSELF AS AN INDIVIDUAL FOR THE USES AND PURPOSES HEREIN MENTIONED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES

STATE OF OHIO BUTLER COUNTY S.S.

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD., 2016 BEFORE ME, A NOTARY PUBLIC IN AND OF SAID COUNTY AND STATE, PERSONALLY CAME CHRISTOPHER M. CONNELL AND WENDY WATERS-CONNELL, THE OWNERS, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR FREE ACT AND DEED OF HIMSELF/HERSELF AS AN INDIVIDUAL FOR THE USES AND PURPOSES HEREIN MENTIONED.

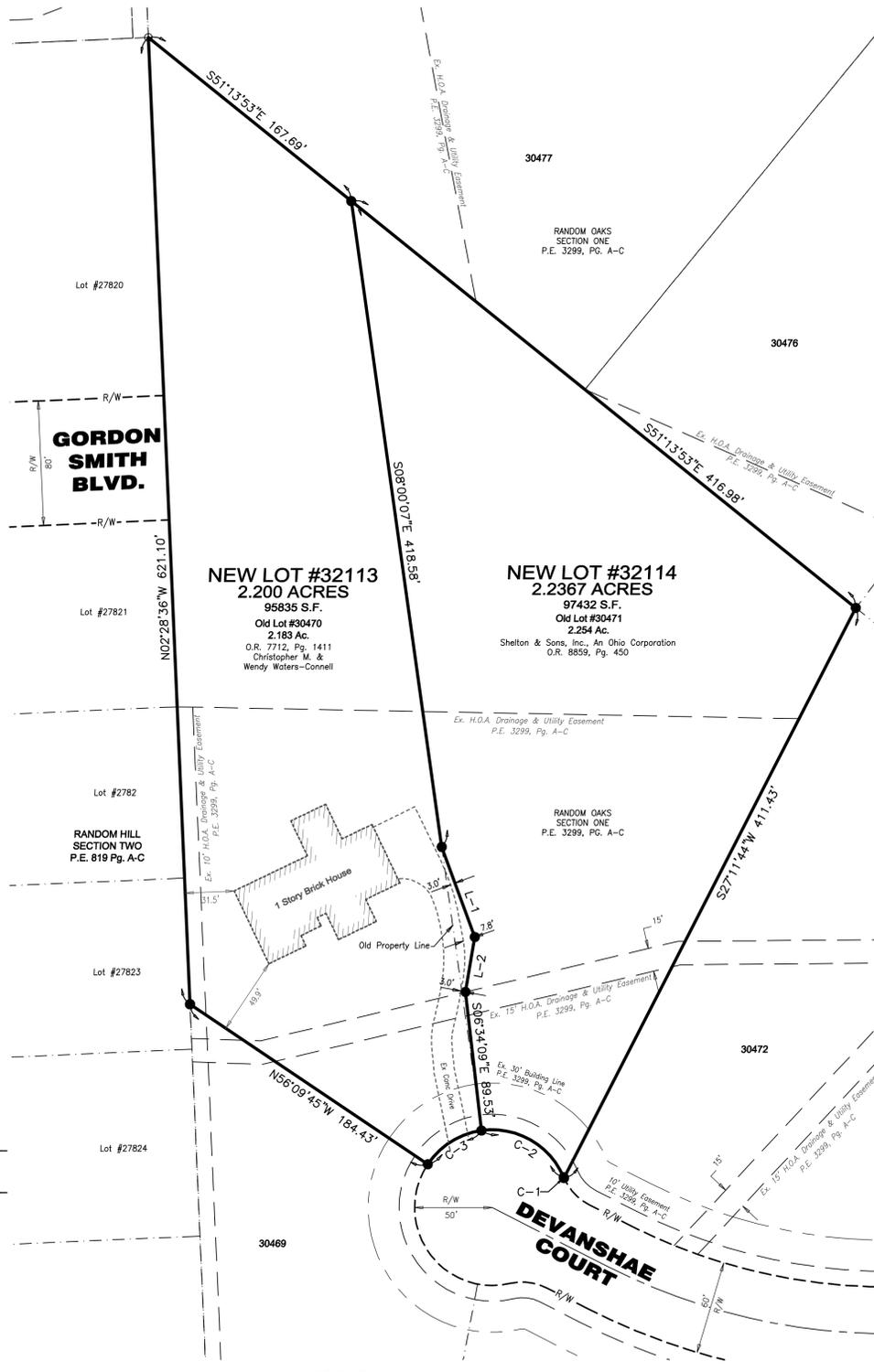
IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES

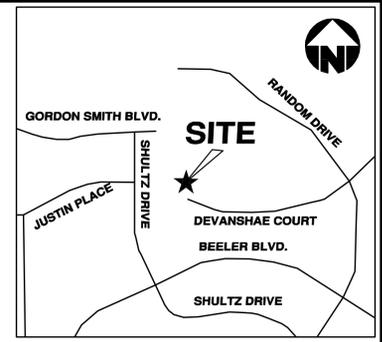
LINE TABLE		
Line	Direction	Distance
L-1	S20°15'53"E	61.68'
L-2	N09°41'17"E	35.74'

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	0°52'59"	35.00'	0.54'	N23°24'18"W 0.54'
C-2	75°02'18"	50.00'	65.48'	N60°28'58"W 60.90'
C-3	48°09'37"	50.00'	42.03'	S57°55'04"W 40.80'



### LEGEND:

- Found 5/8" Iron Pin R/W-Ex Right of Way
- Set 5/8" Diameter x 30" Long Iron Pin (Capped "Bayer Becker")



VICINITY MAP  
Not to Scale



### CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF HAMILTON, OHIO BY ORDINANCE NO. \_\_\_\_\_ PASSED AT THE \_\_\_\_\_ MEETING OF \_\_\_\_\_.

CLERK OF COUNCIL \_\_\_\_\_ MAYOR \_\_\_\_\_

### PLATTING COMMISSIONER

APPROVED BY THE PLATTING COMMISSIONER OF THE CITY OF HAMILTON, OHIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

COMMISSIONER \_\_\_\_\_

### PLANNING COMMISSION

APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF HAMILTON, OHIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2016.

CHAIRMAN \_\_\_\_\_

### COUNTY AUDITOR

ENTERED FOR TRANSFER \_\_\_\_\_ A.D., 2016.

TRANSFERRED \_\_\_\_\_ A.D., 2016 BY:

AUDITOR, BUTLER COUNTY, OHIO DEPUTY \_\_\_\_\_

### COUNTY RECORDER

FILED FOR RECORD \_\_\_\_\_ AT \_\_\_\_\_ A.D. 2016

RECORDED \_\_\_\_\_ PAGES \_\_\_\_\_

RECORDER, BUTLER COUNTY, OHIO DEPUTY \_\_\_\_\_

FILE \_\_\_\_\_ FEE \_\_\_\_\_

### NOTES:

1. BASIS OF BEARINGS: RANDOM OAKS SECTION ONE PLAT ENVELOPE 3299, PAGES A-C
2. REFERENCES: PLATS AND DEEDS AS SHOWN
3. LINES OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH BOUNDARY LINES UNLESS OTHERWISE SHOWN ON PLAT
4. ALL MONUMENTS IN GOOD CONDITION UNLESS OTHERWISE NOTED

### SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ACCOMPANYING PLAT IS A CORRECT RETURN OF A FIELD SURVEY MADE UNDER MY DIRECTION.

BRIAN R. JOHNSON, P.S. \_\_\_\_\_ DATE  
PROFESSIONAL SURVEYOR #8484  
IN THE STATE OF OHIO



## NEW LOTS #32113 & #32114

BEING A RE-PLAT OF LOT #30470 & #30471  
OF RANDOM OAKS, SECTION ONE  
AS RECORDED IN PLAT ENVELOPE 3299, PAGES A-C  
BETWEEN THE MIAMIS  
SECTION 20, TOWN 2, RANGE 3  
FIRST WARD, NORTH SIDE  
CITY OF HAMILTON, BUTLER COUNTY, OHIO

RE-PLAT



Drawing: 16-0198 RP

Drawn by: PAH

Checked by: BRJ

Issue Date: 10-18-16

Sheet:

1/1

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL OR OFFICIAL REPLAT OF CITY LOT NOS. 30470 AND 30471, LOCATED IN RANDOM OAKS, SECTION ONE, FIRST WARD NORTH SIDE, CITY OF HAMILTON, BUTLER COUNTY, OHIO. (Shelton & Sons, Inc., Applicant).**

WHEREAS, the City of Hamilton, Ohio received a request from Bayer Becker Engineers on behalf of Shelton & Sons, Inc. to approve the final or official replat of City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Butler County, Ohio; and

WHEREAS, there is an existing driveway encroachment of 690 Devanshae Court onto the adjacent vacant lot at 680 Devanshae Court located within the Random Oaks subdivision; and

WHEREAS, the proposed replat will shift the property line a range of 3 feet to 7.8 feet between 680 and 690 Devanshae Court; and

WHEREAS, the final or official replat will resolve an existing driveway encroachment; and

WHEREAS, the final or official replat was considered and approved by the City of Hamilton Planning Commission on November 7, 2016.

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

SECTION I: That the final or official replat of City Lot Nos. 30470 and 30471, located in Random Oaks, Section One, First Ward North Side, City of Hamilton, Butler County, Ohio, heretofore approved by the Platting Commissioner and the Planning Commission of the City of Hamilton, Ohio, be and the same is hereby approved.

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

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_  
City Clerk

**CERTIFICATE**

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

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

## City Council Meeting Staff Report

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

**Report From:** Jody Gunderson, Economic Development Director

**Agenda Item:** Entering into a Development Agreement with ARK Investment Partners

<b>Approvals/Reviews</b> <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	<b>Related Strategic Goal(s)</b> <input checked="" type="checkbox"/> <b>I</b> Increase property values <input checked="" type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>A</b> Add new jobs <input checked="" type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input type="checkbox"/> <b>O</b> General operations
<b>Ordinance or Resolution</b> <i>Ordinance</i>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 12-21-2016 <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading Date: 1-11-2017 <input type="checkbox"/> Public Hearing Date:	
<b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i>	<b>City Council (or other):</b>	
<b>Contract</b>	<input checked="" type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<b>Fiscal Impact</b>	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 ARK Investment Partners with regards to the property located at University Commerce Park?

### Policy Alternative(s)

Council may choose not to adopt such legislation to authorize the City Manager to execute a development agreement with ARK Investment Partners. If the legislation is not adopted, the property located at University Commerce Park will not be developed by ARK Investment Partners.

### Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to authorize the City Manager to execute a development agreement with ARK Investment Partners with regards to the property located at University Commerce Park.

### Statutory/Policy Authority

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



## **Fiscal Impact Summary**

Per the Development Agreement, ARK Investment Partners will pay \$15,825 per acre to the City of Hamilton. The gross acres of land are estimated at 17 acres. A survey of the property that will occur during the Due Diligence Period will determine the exact number of acres to be sold. The Development Agreement also includes an Option Agreement that states that ARK Investment Partners will have the option to purchase additional acreage between Phase I and the new South Hamilton Crossing road for the construction of Phase II improvements. The option states that ARK Investment Partners will pay \$20,000 per acre. The Option Agreement will expire on December 21, 2018.

## **Background Information**

The City created a University Commerce Park Master Plan in 2013 in which the southern portion of University Commerce Park was identified to be developed into a walkable residential area.

In December 2015, ARK Investment Partners initially met with Economic Development staff to discuss possible projects in Hamilton. In February 2016, the City signed a Letter of Intent with ARK Investment Properties (formerly Meridian Investment Group, LLC) to begin evaluating the feasibility of a walkable residential development in University Commerce Park.

After many months of collaboration with City staff, ARK Investment Partners proposed a residential development that met the vision of the residential component of the University Commerce Park plan. The development includes 15 three-story apartment buildings that has an urban design features, including parking in the rear. The development proposes 204 two-bedroom apartments in total.

The development is located within the City's Urban Renewal Area, an area the City is focused on eliminating conditions of blight and deterioration. 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 may be disposed of by the City by sale, lease or other method of disposition of such property. The City Administration wishes to sell this parcel to enhance redevelopment within the Urban Renewal Area. The sale price is in accordance with the regulations set forth by the City's Urban Renewal Plan.

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

## **Attached Information**

ARK Investment Partners project plan  
ARK Investment Partners project rendering  
Excerpt from University Commerce Park Master Plan

## **Copies Provided to:**

N/A





204 (3) STORY APARTMENTS – TWO BEDROOM APTS.  
 PARKING – MIN. 1.5 CARS / APT.

AMENITIES:

- CLUBHOUSE / POOL
- OFFICE
- COMMUNITY ROOM
- EXERCISE ROOM
- OUTDOOR GAME AREA
- (1) DETENTION POND
- MAINTENANCE BUILDING

**PROPOSED SITE PLAN**  
 SCALE - 1" = 50'-0"

**UNIVERSITY COMMERCE PARK**  
 HAMILTON, OHIO





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT WITH ARK INVESTMENT PARTNERS RELATIVE TO THE DISPOSITION OF PROPERTY LOCATED AT UNIVERSITY COMMERCE PARK 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, as progress continues with the ARK Investment Partners project, a residential project located in University Commerce Park, representatives of the Developer, ARK Investment Partners, have notified the City that they would like to acquire the City-owned property in University Commerce Park; and

WHEREAS, City Administration recommends that the City Manager be authorized and directed to execute a Sale and Development Agreement (hereinafter referred to as "Agreement") with ARK Investment Partners (the Developer), to purchase the City-owned property, consisting of approximately 17 acres, specifically Part of Parcel P6461012000003, located within University Commerce Park, within the City's Urban Renewal Area; and

WHEREAS, it is anticipated that this property acquisition would allow the Developer to develop residential development; and

WHEREAS, said Agreement sets forth the terms and conditions of this sale of property, including the following: (a) ARK Investment Partners will pay the City \$15,825 per acre, (b) once purchased by the Developer, the area will be a 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 Contract for Sale of Land for Private Redevelopment relative to said property and to take all actions necessary to proceed with the sale of said property and to ratify any and all prior actions taken by or on behalf of the City in connection with this sale.

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 the Agreement with ARK Investment Partners relative to the purchase of the City-owned property consisting of approximately 17 acres, specifically Part of Parcel P6461012000003, located in University Commerce Park, within the City's Urban Renewal Area, for the sum of \$15,825 per acre. 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 Law determined to be in the best interest of the City of Hamilton, Ohio.

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: That any and all prior actions taken by or on behalf of the City in connection with this sale are hereby ratified.

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_  
City Clerk

**CERTIFICATE**

I, Nicholas Garuckas, City Clerk of the City of Hamilton, 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**

SALE AND DEVELOPMENT AGREEMENT

THIS SALE AND DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered this \_\_\_ day of \_\_\_\_\_, 2017 (“**Effective Date**”), by and between the City of Hamilton, Ohio, an Ohio municipal corporation (“**Seller**” or the “**City**”), and ARK Investment Partners LLC, a Delaware limited liability company (“**Purchaser**”).

**Recitals:**

WHEREAS, Seller is implementing its 2015 Strategic Plan that includes a program of redevelopment within the City in order to eliminate blight and deterioration; and

WHEREAS, as part of this redevelopment plan, Seller is willing to sell certain real property located in University Commerce Park to Purchaser, which property Purchaser is willing to buy and to construct and operate the Project (defined below) on it in accordance within the terms and conditions that are set forth in this Agreement; and

WHEREAS, Seller has determined that the Project is in the best interest of the City, that the Project furthers the health, safety and welfare of the City’s residents, and that the Project is 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 Seller’s goal to revitalize the part of the City’s blighted area where the Property is located; provide amenities to the residents of the City; and facilitate commercial and residential development in the City, all of which are expected to create and preserve jobs and employment opportunities in the City and enhance the City’s tax revenues; and

WHEREAS, Purchaser and Seller are sometimes hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth in writing the agreements between them with respect to the Property (defined below) and the Project.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, approximately seventeen (17) acres of land, being part of Lot Number 32091 in University Commerce Park (“**UCP**”), a subdivision of land in the City, together with all improvements located thereon and all easements and rights, if any, appurtenant thereto (collectively, the “**Property**”). The Property is shown for informational purposes only on Exhibit A attached hereto. Prior to the expiration of the Due Diligence Period (defined below), Purchaser and Seller shall mutually agree to the boundaries of the Property and the Option Property (defined below).

2. Lot Split. After Seller and Purchaser have agreed upon the boundaries of the Property as provided for in Section 6(b) of this Agreement and prior to the Closing (defined below), Seller shall, at its sole cost and expense, cause the Property to be split for purposes of creating a separate tax parcel.

3. Earnest Money. On or before the fifth (5<sup>th</sup>) day following the Effective Date, Purchaser shall deposit with Jonathan O. Nerenberg, Esq., 246 High Street, Hamilton, Ohio 45011 (the “**Escrow Agent**”) the sum of Five Thousand and 00/100 (\$5,000.00) Dollars as the earnest money deposit (the “**Earnest Money**”) under this Agreement, which sum shall be held and disbursed as provided for in this Agreement. The failure of Purchaser to timely deliver the Earnest Money as provided in this Section 3 shall be a material default, and shall entitle Seller, at Seller’s sole option, to terminate this Agreement effective on the date set forth in a written notice of termination sent from Seller to Purchaser.

The Earnest Money shall be a credit against the Purchase Price (defined below) at Closing. In all other respects, the Earnest Money shall be returned to Purchaser or paid to Seller as provided for in this Agreement. Purchaser shall cause the Escrow Agent to deliver a written notice to Seller on the date that the Escrow Agent receives the Earnest Money. For purposes of this Agreement, the date that the Escrow Agent receives the Earnest Money is referred to as the “**Confirmation Date**”.

4. Escrow. Escrow Agent shall hold the Earnest Money in a separate escrow account and disburse it in accordance with the terms of this Agreement. Seller and Purchaser agree that the duties of the Escrow Agent under this Agreement are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Earnest Money in accordance with this Agreement. Escrow Agent shall incur no liability in connection with the safekeeping or disposition of the Earnest Money for any reason other than Escrow Agent’s willful misconduct or gross negligence. In the event that Escrow Agent shall be in doubt as to its duties or obligations with regard to the Earnest Money, or in the event that Escrow Agent receives conflicting instructions from Purchaser and Seller with respect to the Earnest Money, Escrow Agent shall not be required to disburse the Earnest Money and may, at its option, continue to hold the Earnest Money until both Purchaser and Seller agree as to its disposition, or until a final judgment is entered by the Common Pleas Court in Butler County, Ohio directing the disposition.

5. Purchase Price. Subject to those prorations and adjustments in Section 12 of this Agreement, Purchaser shall pay to Seller a purchase price (the “**Purchase Price**”) for the Property in an amount equal to the product of: (a) Fifteen Thousand Eight Hundred Twenty-Five and 00/100 (\$15,825.00) Dollars, multiplied by (b) the number of Net Acres (defined below) of land contained within the boundaries of the Property, as determined by the Survey (defined below). The term “**Net Acres**” means the number of gross acres of land contained within the boundary lines of the Property, as determined by the Survey, less the area of the Property that is located in the right-of-way of a public street. For purposes of this Agreement, the term “**public street**” means a street that is dedicated on a plat that has been recorded with the Butler County, Ohio Recorder prior to the Closing.

The Purchase Price shall be paid by Purchaser to Seller at Closing, in cash, by closing agent check or by wire transfer of immediately available funds, as directed by Seller. The Purchase Price payable to Seller at the Closing shall be adjusted pursuant to Section 12 of this Agreement and reduced by the amount of the Earnest Money. The Earnest Money, unless otherwise disbursed hereunder, shall be applied to the Purchase Price at the Closing as a portion of the Purchase Price.

6. Conditions. The obligations of the Parties to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent (collectively, hereinafter referred to as the “**Conditions**” and individually as a “**Condition**”) which shall be satisfied or waived on or before the dates set forth in each of the following subsections:

(a) Title Commitment. Purchaser, at its sole cost and expense, shall obtain a title commitment (“**Title Commitment**”) for an Owner’s Policy of Title Insurance (the “**Title Policy**”) for the Property, in a form acceptable to Purchaser, issued by a title insurance company (the “**Title Company**”) acceptable to Purchaser.

(b) Survey. During the Due Diligence Period, Purchaser shall, at Purchaser’s expense, but subject to partial reimbursement as set forth in Section 12 of this Agreement, obtain: (i) separate lot split plats for the Property and the Option Property; and (ii) separate metes and bounds legal descriptions for the Property and the Option Property [the matters described in clauses (i) and (ii) being hereinafter collectively referred to as the “**Survey**”]. The Survey shall be acceptable to Seller and Purchaser and shall be certified to Seller and Purchaser. The Survey shall: (i) depict the Net Acres of land contained within the boundaries of the Property and the Option Property to the nearest one-thousandth (1/1000) of an acre; (ii) bear the certification of the Surveyor to Purchaser and Seller that the Net Acres calculations for the Property and the Option Property are true and correct; and (iii) be approved for lot split purposes by the Planning Department of the City and the Butler County Engineer.

In the event that Purchaser and Seller are unable to agree on the Survey, either Party may terminate this Agreement by giving a written notice of termination to the other. Any notice of termination for failure of this Condition must be given to the non-terminating Party prior to the expiration of the Due Diligence Period or each Party shall be deemed to have approved the last version of the Survey and to have waived its right to terminate this Agreement as provided for in this paragraph. After termination, Escrow Agent shall: (i) pay to Seller from the Earnest Money the sum of One Hundred and 00/100 (\$100.00) Dollars (the “**Consideration**”) as consideration for Seller entering into this Agreement, and (ii) repay the balance of the Earnest Money to Purchaser. After termination, neither Purchaser nor Seller shall have any further rights or obligations under this Agreement or liability to the other, except for those obligations which survive the termination of this Agreement. Each Party shall bear its own costs incurred under this Agreement. If neither Party has received a timely notice of termination from the other, each Party shall be deemed to have waived its ability to terminate this Agreement for the failure of the Condition set forth in this Section and this Condition shall be deemed to have been waived.

When the Survey has been approved or deemed approved by Purchaser and Seller, the Survey shall determine as between Purchaser and Seller the Net Acres of land contained within the boundaries of the Property and the Option Property for the purpose of calculating the Purchase Price for the Property and the Option Price (defined below) for the Option Property.

If Purchaser wants an A.L.T.A. Survey of the Property, Purchaser may obtain one at Purchaser's sole cost and expense

(c) Title Objections. Purchaser shall deliver a copy of the Title Commitment to Seller promptly after Purchaser receives the Title Commitment from the Title Company. If the Title Commitment or the Survey shows that the Property is unmarketable or subject to a defect, lien, encumbrance, easement or restriction which is unacceptable to Purchaser (each, a "**Title Objection**"), Purchaser shall give written notice of such Title Objection ("**Title Objection Notice**") to Seller on or before the date which is twenty (20) days prior to expiration of the Due Diligence Period. If Seller has not received a Title Objection Notice on or before said date, Purchaser shall be deemed to have approved of title to the Property and to have waived its ability to terminate this Agreement for the failure of this Condition.

If Seller is unable or unwilling to cure a Title Objection, Seller shall give Purchaser written notice ("**Seller's Notice**") of that fact within five (5) business days following Seller's receipt of the Title Objection Notice. On or before expiration of the Due Diligence Period, Purchaser shall elect to either: (i) waive such Title Objection(s) which Seller is unable or unwilling to cure and accept such title to the Property as Seller is able to convey without any reduction in the Purchase Price and without any liability on the part of Seller (such waiver of liability by Purchaser being deemed to survive the Closing or termination of this Agreement); or (ii) terminate this Agreement by giving written notice of termination to Seller and Escrow Agent. Thereafter, Escrow Agent shall pay the Consideration to Seller and repay the balance of the Earnest Money to Purchaser. After termination, neither Purchaser nor Seller shall have any further rights or obligations under this Agreement or liability to the other, except for those obligations which survive the termination of this Agreement. Each Party shall bear its own costs incurred under this Agreement. If Seller has not received a timely notice of termination from Purchaser, Purchaser shall be deemed to have: (i) waived its ability to terminate this Agreement pursuant to the provisions of this paragraph; (ii) waived those Title Objection(s) which Seller is unable and/or unwilling to cure; and (iii) elected to accept the title to the Property that Seller is willing and/or able to deliver as provided for in this Section.

All matters: (i) of record; (ii) contained in the Title Commitment; or (iii) disclosed in the Survey or the A.L.T.A. Survey, if any, which are not objected to by Purchaser shall be deemed to have been approved by Purchaser. The following are collectively hereinafter referred to as "**Permitted Encumbrances**": (i) installments of real estate taxes and assessments (general and special) constituting a lien on the Property, but not yet due and payable; (ii) building setback lines and other requirements provided for in the applicable zoning ordinances; (iii) all Title Objections subsequently waived, deemed waived, or deemed approved by Purchaser; (iv) any restrictions contained in the Deed (defined below); and (v) the utility easement along the east side of the

Property as shown on the Subdivision Plat creating Lot Number 32091 which is recorded in Volume 8794 at Page 1292 of the Official Records of Butler County, Ohio .

The foregoing notwithstanding, any mortgage and other monetary lien (other than real estate taxes and general and special assessments which are covered in this Section) on the Property are hereby objected to and shall be discharged by Seller prior to or at the Closing.

(d) Due Diligence Inspection. Commencing on the Confirmation Date and continuing until 5:00 P.M. (Ohio time) on February 28, 2017 (such period of time being hereinafter referred to as the “**Due Diligence Period**”), Purchaser, at Purchaser’s sole cost and expense, shall have the nonexclusive right, subject to the terms and conditions of this Agreement, to enter upon the Property to investigate the physical condition, soil condition and environmental condition of the Property. Further, during the Due Diligence Period:

(i) Approved Plans. Seller and Purchaser shall have agreed upon the plans and specifications for the Project. The approved plans and specifications for the Project are hereinafter referred to as the “**Approved Plans**”.

(ii) Permits and Approvals. All necessary building and construction permits and approvals required for the Project shall have been issued to Purchaser subject to such conditions as are acceptable to Purchaser and Seller.

(iii) Completion Guaranty and Guarantors. Seller and Purchaser shall agree upon the terms and form of a Completion Guaranty (the “**Completion Guaranty**”) and the identity of each guarantor (each, a “**Guarantor**”) under the terms of which key Project investors (collectively, the “**Guarantors**”) shall provide Seller with a Completion Guaranty for the Project and the public improvements to be constructed by Purchaser on the Property.

(iv) Seller Council Ordinances. City Council shall have adopted an ordinance (the “**Ordinance**”) authorizing the execution of this Agreement, the Deed and the other documents to be delivered by Seller at the Closing, which Ordinance shall be acceptable to Seller and Purchaser.

(v) Easements. Seller and Purchaser shall agree upon the location and form of any access, utility or surface water drainage easements that are required in order to Purchaser to develop the Property in accordance with the Approved Plans (collectively, the “**Easements**”).

(vi) Dedication Plat. Seller and Purchaser shall agree upon the dedication plat (the “**Dedication Plat**”) for the public improvements serving the Project and bonding amounts for the construction and maintenance of the public improvements that will be constructed in connection with the Project.

(vii) Option. Purchaser and Seller shall have agreed upon the terms of a mutually agreeable Option Agreement (the “**Option Agreement**”) which shall provide, among other things, that Seller will grant to Purchaser the option (“**Option**”) to purchase the property shown for

informational purposes only on Exhibit B attached hereto (the “**Option Property**”) for the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars per Net Acre of land contained within the boundaries of the Option Property as shown on the Survey (the “**Option Price**”). The Option Agreement will further provide that: (1) the Option Price shall be paid at the closing on the sale of the Option Property; (2) the term of the Option will expire on December 31, 2018; (3) Purchaser, for itself, its successors and assigns, covenants and agrees to complete the construction of the Phase II Improvements (defined below) on the Option Property in accordance with plans and specifications approved by Seller (the “**Approved Improvement Plans**”) at no cost or expense to Seller by the second anniversary of the closing on the sale of the Option Property; and (4) Purchaser will be obligated to sign (following the exercise of the Option) a Sale and Development Agreement for the Option Property in the form of this Agreement, except that Purchaser shall have sixty (60) days to satisfy the Conditions and close seventy-five (75) days after the exercise of the Option. The Option Agreement will also provide that: (1) Purchaser covenants to construct the Phase II Improvements on the Option Property in accordance with the Approved Improvement Plans; (2) Purchaser’s covenant shall not be a personal covenant between Seller and Purchaser; (3) Purchaser’s covenant shall be a covenant that shall run with the land and shall be binding on Purchaser, its successors and assigns, and any future owner or lessee of the Option Property or any part of it; (4) Purchaser’s covenant shall be a covenant that is enforceable by Seller, its successors and assigns; and (5) Purchaser’s covenant shall be memorialized in the deed for the Option Property or as a separate Construction Covenant Agreement to be recorded on the Property prior to the recording of any mortgage on the Property.

(viii) Tax Abatement. Purchaser shall have confirmed the availability of a real estate tax abatement for the residential apartment portion of the Project, the terms of which are satisfactory to Purchaser.

If Purchaser determines that any of the due diligence matters set out above has not been met to Purchaser’s satisfaction, as determined by Purchaser in its sole judgment, or has not been met or waived by Purchaser, Purchaser shall have the right to terminate this Agreement by giving written notice of termination to Seller prior to the expiration of the Due Diligence Period. If Purchaser gives a timely written notice of termination to Seller prior to the expiration of the Due Diligence Period, this Agreement shall terminate. If this Agreement were terminated pursuant to the foregoing provisions, then neither Party shall have any liability to the other or any further rights or obligations under this Agreement (except for those obligations which survive the termination of this Agreement). After termination, the Escrow Agent shall pay the Consideration to Seller and repay the balance of the Earnest Money to Purchaser. Each Party shall bear its own costs incurred hereunder. If Seller has not been given a written notice of termination from Purchaser prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have waived its ability to terminate this Agreement pursuant to the terms of this Section and any unmet condition shall be deemed to have been waived by Purchaser.

If Seller determines that any of the due diligence matters set out above has not been met to Seller’s satisfaction, as determined by Seller in its sole judgment, or has not been waived by Seller, Seller shall have the right to terminate this Agreement by giving written notice of termination to Purchaser prior to the expiration of the Due Diligence Period. If Seller gives a timely written notice of termination to Purchaser prior to the expiration of the Due Diligence Period, this

Agreement shall terminate. If this Agreement were terminated pursuant to the foregoing provisions, then neither Party shall have any liability to the other or any further rights or obligations under this Agreement (except for those obligations which survive the termination of this Agreement). After termination, the Escrow Agent shall pay the Consideration to Seller and repay the balance of the Earnest Money to Purchaser. Each Party shall bear its own costs incurred hereunder. If Purchaser has not been given a written notice of termination from Seller prior to the expiration of the Due Diligence Period, Seller shall be deemed to have waived its ability to terminate this Agreement pursuant to the terms of this Section and any unmet condition shall be deemed to have been waived by Seller.

(e) Waiver. If a Party fails to terminate this Agreement because of the failure of a Condition, then each unmet Condition shall be deemed to have been waived by that Party. If any Condition is waived by Purchaser or is deemed to have been waived by Purchaser as provided for in the preceding sentence or otherwise provided or in this Agreement, the Parties shall proceed to the Closing, without any reduction in the Purchase Price, and Seller shall have no liability to Purchaser arising out of or related to any Condition that has been waived or deemed to have been waived by Purchaser. The provisions of this paragraph shall survive the Closing or any termination of this Agreement.

7. Closing. The closing (“**Closing**”) for the delivery of the Deed for the Property, the payment of the Purchase Price and the delivery of the other instruments provided for in this Agreement shall be held at 10:00 A.M. on March 30, 2017 (the “**Closing Date**”). The Closing shall take place at the offices of the City Manager, 7<sup>th</sup> Floor, 345 High Street, Hamilton, Ohio 45011, or such other place as is agreeable to the Parties. Time is of the essence.

The Closing shall not occur unless and until all of the conditions precedent set forth in Sections 8 and 9 shall have been met or waived and the actions set forth in Sections 10 and 11 of this Agreement shall have been taken and none of such actions shall be deemed to have been taken unless and until all of them have been taken.

8. Purchaser’s Closing Conditions. The obligation of Purchaser to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

(a) The Title Company will have issued the Title Policy, dated as of the date of the Closing and showing fee simple title to the Property is vested in Purchaser, subject only to the Permitted Encumbrances.

(b) Since the expiration of the Due Diligence Period, there will not have been any material adverse change in the physical condition or characteristics of the Property not caused by Purchaser, its employees, agents or contractors, including, without limitation, any material adverse change in the ability to use or develop the Property for the Project.

(c) Seller will have complied with all terms, provisions and conditions set forth in this Agreement.

(d) All of the matters which by the terms of this Agreement must be agreed upon by Purchaser and Seller shall have been so agreed upon.

(e) Purchaser shall have been satisfied with its due diligence review contemplated by Section 6 herein, such review to be completed during the Due Diligence Period, and the items set forth in Section 6 shall have been completed to the satisfaction of Purchaser.

In the event any of the foregoing conditions has not been fulfilled to Purchaser's satisfaction or waived by Purchaser, in its sole discretion, then Purchaser may terminate this Agreement without liability by giving written notice to Seller on or before the Closing. After termination, neither Seller nor Purchaser shall have any further rights or obligations under this Agreement or liability to the other, except for those obligations which survive the termination of this Agreement and except to the extent that a failure of a condition is also a default by Seller hereunder. If this Agreement is terminated, Escrow Agent shall pay the Consideration to Seller and repay the balance of the Earnest Money to Purchaser. Each Party shall bear its own costs incurred hereunder. If Purchaser does not terminate this Agreement pursuant to the provisions of this Section and the Parties proceed to Closing hereunder, then all of Purchaser's Closing conditions which are not met shall be deemed to have been waived by Purchaser. If any of Purchaser's Closing conditions are waived by Purchaser or are deemed to have been waived by Purchaser pursuant to the provisions of this Section, the Parties shall proceed to the Closing without any adjustment to the Purchase Price, and neither Seller nor Purchaser shall have any liability to the other arising out of or related to the Closing conditions that have been waived or deemed to have been waived by Purchaser pursuant to this Section. The waiver of liability set forth in the immediately preceding sentence shall survive the Closing hereunder.

9. Seller's Closing Conditions. The obligation of Seller to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

(a) All representations and warranties of Purchaser will be true and correct on the Closing Date.

(b) Purchaser will have complied with all terms, provisions and conditions of this Agreement.

(c) All of the matters which by the terms of this Agreement must be agreed upon by Seller and Purchaser shall have been so agreed upon.

(d) Seller shall have been satisfied with its due diligence review contemplated by Section 6 of this Agreement, such review to be completed during the Due Diligence Period, and the items set forth in Section 6 of this Agreement shall have been completed to the satisfaction of Seller.

In the event any of the foregoing conditions has not been fulfilled to Seller's satisfaction or expressly waived in writing by Seller in its sole discretion, then Seller may terminate this Agreement without liability by giving written notice to Purchaser on or before the Closing. After termination, neither Seller nor Purchaser shall have any further rights or obligations under this

Agreement or liability to the other except for those obligations which survive the termination of this Agreement and except to the extent that a failure of a condition is also a default by Purchaser under this Agreement. If this Agreement is terminated, Escrow Agent shall pay the Consideration to Seller and repay the balance of the Earnest Money to Purchaser. Each Party shall bear its own costs incurred hereunder. If Seller does not terminate this Agreement pursuant to the provisions of this Section and the Parties proceed to Closing hereunder, then all of Seller's Closing conditions which are not met shall be deemed to have been waived by Seller. If any of Seller's Closing conditions are waived by Seller or are deemed to have been waived by Seller pursuant to the provisions of this Section, the Parties shall proceed to the Closing without any adjustment to the Purchase Price, and neither Seller nor Purchaser shall have any liability to the other arising out of or related to the Closing conditions that have been waived or deemed to have been waived by Seller pursuant to this Section, except for any default by Purchaser under this Agreement. The waiver of liability set forth in the immediately preceding sentence shall survive the Closing hereunder.

10. Seller's Closing Obligations. At Closing, Seller shall:

(a) Deliver a Quit-Claim Deed (the "**Deed**"), signed and acknowledged by Seller conveying fee simple title to the Property to Purchaser, using the legal description for the Property set forth in the Survey, subject only to Permitted Encumbrances;

(b) Deliver a copy of the Ordinance authorizing the City Manager to execute and deliver the Deed and the other closing documents on behalf of Seller;

(c) Deliver an Affidavit of Title and Non-Foreign Certificate, in the form of **Exhibit C** attached hereto, signed and acknowledged by Seller;

(d) Deliver the Easements, if any, signed by Seller;

(e) Deliver the Option Agreement, signed by Seller;

(f) Deliver the Proration Agreement (defined below), signed by Seller;

(g) Execute a Closing Statement acceptable to Seller; and

(h) Deliver possession of the Property to Purchaser, subject to Permitted Encumbrances.

11. Purchaser's Closing Obligations. At Closing, Purchaser shall:

(a) Pay to Seller the full amount of the Purchase Price as adjusted for any prorations and expenses set forth in Section 12 of this Agreement, in cash, by closing agent check or by wire transfer of immediately available funds, as directed by Seller;

(b) Deliver such evidence as the Title Company and Seller may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

(c) Deliver the Easements, if any, signed by Purchaser;

- (d) Deliver the Option Agreement, signed by Purchaser;
- (e) Deliver the Completion Guaranty, signed by Purchaser and the other Guarantors;
- (f) Deliver the Proration Agreement, signed by Purchaser; and
- (g) Execute a Closing Statement acceptable to Purchaser.

12. Closing Costs; Adjustments and Prorations. Real estate taxes and assessments (general and special) for that part of the Property that has not been split off of larger tract(s) shall be prorated between Seller and Purchaser to the date of Closing based upon the most recent tax bill for the Property that is available from Butler County prior to the Closing. All prorations shall be final. Since part of the Property will be taxed as part of larger tax parcel(s), real estate taxes and assessments (general and special) for that part of the Property cannot be prorated at Closing. Seller and Purchaser shall pay the real estate taxes and assessments (general and special) for the larger tax parcel(s) and the Property pursuant to the terms of a Real Estate Taxes and Assessments Proration Agreement (the "**Proration Agreement**") in the form of **Exhibit D** attached hereto. If, and only if, the Closing on the sale of the Property occurs, Seller will pay to Purchaser at the Closing one-half (1/2) of the cost of the Survey based on the bill for the Survey. Seller shall also pay any lot split fees and the cost to prepare the Deed. Purchaser shall pay the cost of the title examination, Title Commitment, the A.L.T.A. Survey (if any), the premium for the Title Policy, the cost of any endorsements Purchaser may require for the Title Policy, the cost of its due diligence and the cost to record the Deed. Each Party shall be responsible for its own attorneys' fees. The obligations of Seller and Purchaser provided for in this Section shall survive the Closing and (as applicable) the termination of this Agreement.

13. Risk of Loss. If, after the Effective Date and prior to the Closing, the Property is damaged by fire or other peril, Seller agrees to give written notice ("**Notice of Damage**") of that fact to Purchaser. Provided no Default (defined below) has occurred under this Agreement, Purchaser shall have the option: (a) to assume such risk without any reduction in the Purchase Price and without any liability on the part of Seller (such waiver of liability by Purchaser being deemed to survive the Closing or the termination of this Agreement), whereupon the Parties hereto shall proceed in accordance with the terms and conditions of this Agreement and Purchaser shall be entitled to all insurance awards resulting therefrom in an amount not to exceed the Purchase Price (any such insurance award in excess of the Purchase Price being the sole property of Seller); or (b) to terminate this Agreement by delivering written notice of termination to Seller within thirty (30) days of the date of the Notice of Damage or be forever barred from terminating this Agreement under this Section. After termination, neither Purchaser nor Seller shall have any further rights or obligations under this Agreement except those obligations which survive the termination of this Agreement and the Escrow Agent shall pay the Consideration to Seller and return the balance of the Escrow Money to Purchaser. Each Party shall bear its own costs incurred hereunder.

14. Right of Entry. Purchaser, its employees, agents and contractors, shall have the nonexclusive right to enter upon Property to conduct the A.L.T.A. Survey (if any) and to complete such due diligence investigations of Property as Purchaser deems appropriate. All such activities by

Purchaser shall be conducted at the sole cost and expense of Purchaser. This right of entry shall terminate on the earlier of: (a) the date this Agreement is terminated; or (b) the Closing.

Purchaser understands and agrees that all activities on Property performed by or on behalf of Purchaser shall be done in compliance with applicable laws, rules and regulations and shall occur after reasonable prior notice to Seller. All such activities shall be conducted in such a manner that will not harm or damage Property. Purchaser agrees to restore Property to its condition prior to any such activities immediately after conducting the same. Seller reserves the right to have a representative present while Purchaser or its employees, agents or contractors are present at Property. If Purchaser desires to do any invasive testing on Property, Purchaser shall do so only after notifying Seller and obtaining Seller's prior written consent thereto, which consent may be withheld or be subject to such terms and conditions imposed by Seller in its sole discretion. Purchaser, if requested by Seller, will furnish to Seller copies of any report received by Purchaser relating to any inspection of Property.

Prior to entering upon Property, Purchaser covenants and agrees that Purchaser shall have in effect the following insurance coverages:

(a) Workers' Compensation insurance as required by the Ohio Workers' Compensation Act; and

(b) Commercial General Liability coverage with limits of at least One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars in the aggregate. The policy shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however, occasioned, occurring on or about the Property. Such policy shall also insure Purchaser's indemnity obligation to Seller hereinafter set forth in this Section. Claims-made policies are not acceptable.

As a condition to any entry on Property by Purchaser, its contractors, subcontractors or materialmen, Purchaser shall provide Seller with acceptable evidence that the required insurance coverage is in place for Purchaser. Seller shall be named as an additional insured on the Commercial General Liability policy specified above. Each policy shall provide that it may not be modified, cancelled or allowed to expire without thirty (30) days prior written notice to Seller.

Purchaser agrees to protect, indemnify, defend and hold Seller and its employees and council members harmless from and against any and all claims, liabilities, losses, costs, expenses (including but not limited to reasonable attorneys' fees), damages, injuries or death arising out of or resulting from: (a) any activity of Purchaser, its employees, agents or contractors on or about Property; (b) any damage to Property caused by or allegedly caused by Purchaser, its employees, agents or contractors; and/or (c) any mechanic's lien being filed against Property as a result of the action or alleged action of Purchaser, its employees, agents or contractors.

The provisions of this Section shall survive the Closing or any termination of this Agreement.

15. Restrictions on Use. Purchaser agrees for itself, and its successors and assigns and every successor in interest to the Property or any part thereof, that the Deed (and any future deed by Purchaser conveying any part of the Property) shall contain covenants on the part of Purchaser, its successors and assigns, that Purchaser and such successors and assigns shall:

(a) Solely use the Property for the construction and operation of the Project thereon in accordance with the terms of this Agreement; and

(b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Property and any improvements erected or to be erected thereon, or any part thereof.

It is intended and agreed that the Deed and any future deed by Purchaser conveying any part of the Property shall include the aforesaid covenants provided in this Section. The covenants shall be covenants running with the land. To the fullest extent permitted by law and equity, the covenants shall: (a) be binding on Purchaser, its successors and assigns and any party in possession or occupancy of the Property or any part of it; and (b) be for the benefit and in favor of and enforceable by Seller against Purchaser, its successors and assigns and any party in possession or occupancy of the Property or any part thereof. The covenant provided in clause (a) of this Section shall remain in effect until twenty (20) years from the date of the Closing, and the covenant provided in clause (b) of this Section shall remain in effect without limitation as to time; provided, however, both of these covenants shall be binding on Purchaser, or any successor or assign, only for such period as it shall have title to, or an interest in, or possession or occupancy of, the Property or any part thereof. Further, the covenants set forth in this Section: (a) shall not be personal covenants between Seller and Purchaser; (b) shall be covenants that run with the land and shall be binding on Purchaser, its successors and assigns, and any further owner or lessee of the Property or any part of it; (c) shall be covenants that are enforceable by Seller, its successors and assigns; and (d) shall be memorialized in the Deed for the Property. The provisions of this Section shall survive the Closing.

16. Deliveries. Purchaser acknowledges and agrees that all documents, materials, data and information delivered by or on behalf of Seller to Purchaser in connection with the transaction contemplated by this Agreement are provided to Purchaser as a convenience only and that any reliance on or use of such documents, materials, data or information by Purchaser shall be at the sole risk of Purchaser. Seller does not represent or warrant the accuracy of and Seller shall have no liability to Purchaser for any inaccuracy in or omission from any such documents, materials, data or information. The provisions of this Section shall survive the Closing.

17. AS-IS Sale; Disclaimers. **It is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.**

**Purchaser acknowledges and agrees that upon the Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS". Purchaser has not relied and will not rely on, and Seller is not liable for or bound**

by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing.

Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to the Closing, such investigations of the Property, including but not limited to, its environmental condition as Purchaser deems necessary or desirable to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to the Property or any hazardous or toxic substance on or discharged from the Property. Purchaser will rely solely upon its investigations and not upon any information provided by or on behalf of Seller or any agent or employee of Seller with respect thereto. Upon the Closing, Purchaser shall assume the risk that adverse matters arising or existing on or before the Closing, including but not limited to, defects and adverse environmental conditions, may not have been revealed by Purchaser's investigations.

The provisions of this Section shall survive the Closing or any termination of this Agreement.

18. Post-Closing Construction and Operation of the Project. As an inducement for Seller to enter into this Agreement, Purchaser covenants and agrees that Purchaser shall construct the Project upon the Property and thereafter continuously operate the Project on the Property. The Project, including the engineering and design therefor, the plans and specifications and the construction shall be completed: (a) at Purchaser's sole cost and expense; (b) in conformance with this Agreement and all applicable codes, ordinances, and laws, including the urban redevelopment plan adopted by City Council for the Property; (c) in a prompt, diligent, lien-free, good and workmanlike manner; and (d) in conformance with the Approved Plans. Purchaser shall commence construction of the Project no later than September 30, 2017 (the "**Construction Commencement Date**"), and shall complete such construction of the Project no later than December 31, 2018 (the "**Outside Completion Date**"). At all times following the Closing, Purchaser will keep the Property mowed and free from accumulation of weeds and debris. Purchaser, at its sole cost and expense, 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 this Agreement and all applicable laws, rules, regulations, codes and ordinances. In addition, Purchaser agrees to provide to Seller such temporary construction easements as may be needed to accommodate the construction of any public improvements set forth in the recorded plat UCP, provided such easements do not unduly interfere with the construction of the Project.

Purchaser acknowledges and agrees that: (a) the development of the Property in accordance with the terms of this Agreement and the continuous operation of the Project thereon are of utmost importance to Seller; (b) the post-Closing obligations of Purchaser set forth in this Agreement are a material consideration for Seller to sell the Property to Purchaser for the Purchase Price; and (c) absent Purchaser's covenant to perform its post-Closing obligations set forth in this Agreement, Seller would not have sold the Property to Purchaser.

The covenants set forth in this Section: (a) shall not be personal covenants between Seller and Purchaser; (b) shall be covenants that shall run with the land and shall be binding on

Purchaser, its successors and assigns, and any future owner or lessee of the Property or any part of it; (c) shall be covenants that are enforceable by Seller; and (d) shall be memorialized in the Deed for the Property.

For purposes of this Agreement, the term “**Project**” shall mean and refer to the 204 two-bedroom residential apartments to be constructed in eight, three-story 24-unit buildings and one, three-story 12-unit building, a clubhouse, office, community room, exercise room, outdoor game area, detention area and walking trail to be constructed on the Property in accordance with the plan attached hereto as **Exhibit E**.

19. **Indemnification**. Notwithstanding anything in this Agreement to the contrary, as a material inducement to Seller to enter into this Agreement, Purchaser covenants and agrees that Purchaser shall defend, indemnify and hold Seller, its council members and employees (collectively, the “**Indemnified Parties**”) harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys’ 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 any act or omission of Purchaser, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Purchaser on or about the Property or in connection with the due diligence, development, construction and operation of the Project. Notwithstanding anything set forth herein to the contrary, the indemnification obligations of Purchaser in this Section will survive the termination of this Agreement and Closing.

20. **Insurance**. Until such time as all construction work associated with the Project has been completed in accordance with the terms of this Agreement, Purchaser shall maintain the insurance provided for on **Exhibit F** attached hereto. Purchaser shall provide evidence of such insurance to Seller on or before the Closing and thereafter upon request.

21. **Default**.

(a) **Seller’s Default**. In the event of a default by Seller under the terms of this Agreement and Seller fails to cure such default, subject to reasonable extensions of time to resolve force majeure events described in subsection (c) hereof, within sixty (60) days after having been given a written notice of default from Purchaser, then, following the expiration of the sixty (60)-day cure period, Purchaser may file an action against Seller in the Common Pleas Court of Butler County, Ohio for specific performance of Seller’s obligations under this Agreement.

(b) **Purchaser’s Default**. In the event of a default by Purchaser under the terms of this Agreement and Purchaser fails to cure such default, subject to reasonable extensions of time to resolve force majeure events, within sixty (60) days after having been given a written notice of default from Seller, then, following the expiration of the sixty (60)-day cure period, in addition to Seller’s other rights and remedies available in this Agreement or at law or in equity, Seller may elect, by giving Purchaser written notice of such election (the “**Default Notice**”) to declare Purchaser in default (“**Default**”) of its obligations under this Agreement. The Default Notice shall terminate this Agreement as of the date of the Default Notice.

(c) Except as otherwise provided herein, neither Seller nor Purchaser shall be considered in default in its non-monetary obligations to be performed under this Agreement, if delay in the performance of such non-monetary obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or State government, acts or delays of the other Party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes; it being the purpose and intent of this paragraph that in the event of the occurrence of any such delay, the time or times for performance of such non-monetary obligations shall be extended for the period of the delay; provided, however, that the Party seeking the benefit of the provisions of this paragraph shall within fourteen (14) days after the beginning of such delay, give the other Party written notice of the cause thereof and of the duration thereof. In the event such delay continues unabated for thirty (30) days, then the Party whose performance has not been affected by the delay shall have the right to terminate this Agreement on the date set forth in the written notice of termination given to the other Party.

(d) Purchase Option. Upon the occurrence of a Default, Seller shall have the right and option (but not the obligation) to purchase the Property from Purchaser by giving Purchaser written notice (the "**Purchase Notice**") within one hundred eighty (180) days following the date of the Default Notice. The closing on the sale of the Property to Seller shall occur on or before the sixtieth (60<sup>th</sup>) day following the date of the Purchase Notice. The selling price for the Property shall be equal to fifty (50%) percent of the Purchase Price (such amount being hereinafter referred to as the "**Selling Price**"). The Selling Price shall be paid at the Closing.

(e) Purchaser's Closing Obligations. At the Closing, Purchaser shall:

(i) Deliver a Limited Warranty Deed, fully executed and acknowledged by Purchaser conveying fee simple title to the Property to Seller using the legal description for the Property set forth in the Survey, subject only to Permitted Encumbrances;

(ii) Deliver such evidence as the title company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

(iii) Deliver an Affidavit of Title and Non-Foreign Certificate, in the form required by the title company;

(iv) Execute a Closing Statement acceptable to Seller; and

(v) Deliver exclusive possession of the Property to Seller, subject to Permitted Encumbrances.

(f) Seller's Closing Obligations. At the Closing, Seller shall:

(i) Pay to Purchaser the full amount of the Selling Price, less the prorations and other adjustments as hereafter provided;

(ii) Deliver such evidence as the title company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(iii) Execute a Closing Statement acceptable to Purchaser.

(g) Prorations. At the closing, all real estate taxes and assessments (general and special) for the Property shall be prorated [based on a three hundred sixty-five (365)-day year] between Seller and Purchaser to the date of the closing.

(h) Inspections. Following a Default, Seller, its employees, agents and contractors shall have the right to enter upon the Property to inspect the same and to determine if Seller wants to exercise its rights under this Section.

(i) Survival. The provisions of this Section shall expressly survive the termination of this Agreement and the Closing, if any.

22. Representations, Warranties and Covenants of Purchaser. Purchaser makes the following representations, warranties and covenants, effective as of the date of this Agreement and also as of the Closing Date, to induce Seller to enter into this Agreement:

(a) Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware. Purchaser is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(b) Purchaser 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 Purchaser and all actions necessary have been taken to constitute this Agreement, when executed and delivered, a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(c) The execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby will not violate the organizational documents of Purchaser, or any mortgage, indenture, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser 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 Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(e) Until the construction of the Project is completed, Purchaser shall give prompt notice in writing to Seller of the occurrence or existence of any litigation, labor dispute, governmental proceeding or investigation affecting Purchaser, the Project or the Property and of any notice of default to Purchaser from any of its Lenders.

(f) The warranties, representations and covenants of Purchaser set forth in this Section shall survive the Closing.

23. Monthly Reports. Beginning in the second month following the Closing and each month thereafter until the construction of the Project is complete, Purchaser shall give Seller monthly written updates as to the result of the efforts undertaken by Purchaser pursuant to this Agreement.

24. Brokerage Commission. The Parties hereto represent to each other that they have not entered into any written agreement with any real estate broker, finder or agent in connection with the sale of the Property, and that they have not taken any action which might result in any real estate broker's, finder's or other fee or commission being due or payable in connection with the transactions contemplated by this Agreement. Purchaser shall indemnify, defend and save harmless Seller from and against all costs, claims, expenses or damages (including but not limited to reasonable attorneys' fees) resulting from or related to any brokerage commission, finder's fee or other commission due or alleged to be due arising from the acts or contacts of such indemnifying Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

25. Amendments. This Agreement may be amended or supplemented only by a written instrument signed by Purchaser and Seller.

26. Notice. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given and delivered if (a) personally delivered, with signed receipt; (b) sent by reputable commercial overnight delivery service; and (c) mailed by certified mail, return receipt requested, first class, postage prepaid. Notices shall be addressed as follows (unless a Party provides written notice of a change of address to the other Party):

If to Purchaser: ARK Investment Partners LLC  
1150 Central Avenue, Suite 260  
Middletown, OH 45044  
Attention: Tahera Jaffer

With a copy to: Geo CRE  
5576 Pine Cone Court  
Liberty Township, OH 45044  
Attention: Mike Robinette

If to Seller: City of Hamilton, Ohio  
345 High Street  
Hamilton, OH 45011  
Attention: City Manager

With a copy to: Heather Sanderson Lewis, Esq.  
Millikin & Fitton Law Firm  
232 High Street  
Hamilton, OH 45011

Such notice, if delivered personally or by overnight courier service, shall be deemed given and delivered at the time of delivery or refusal of delivery; or, if sent by certified mail, shall be deemed given and delivered two (2) business days after the time of mailing with appropriate postage attached thereto. A person receiving a notice which does not comply with the technical requirements for notice under this Section may elect to waive any deficiencies and treat the notice as having been properly given.

27. Miscellaneous Provisions.

(a) Additional Documentation. Seller and Purchaser shall execute such additional documentation as reasonably may be required to effectuate this Agreement.

(b) Governing Law. This Agreement shall be governed by and all disputes related thereto shall be determined in accordance with the laws of the State of Ohio. The Parties agree that the jurisdiction for disputes that arise in connection with this Agreement that are not settled through negotiations or mediation shall be the Court of Common Pleas of Butler County, Ohio. The provisions of this Section shall survive the Closing or termination of this Agreement.

(c) Successors. This Agreement shall be binding upon the Parties hereto, and on their respective successors and permitted assigns. Purchaser may not assign its rights under this Agreement without Seller's prior written consent. Notwithstanding the foregoing, Purchaser shall have the option to assign its rights to acquire the Property to an affiliate of Purchaser that is owned and controlled by Tahera Jaffer; provided: (i) that such assignment shall not be effective as against Seller unless the assignee delivers a written acknowledgment to Seller whereby the assignee agrees to be bound by the terms of this Agreement; (ii) Purchaser shall remain jointly and severally liable with the assignee for the performance of all of the assignee's obligations under this Agreement; and (iii) no such assignment shall relieve the Guarantors of their obligations under the Completion Guaranty.

(d) No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, except as otherwise specifically provided in this Agreement, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

(e) Performance Dates. Time is hereby extended for the performance of any action required by this Agreement if the last day for performance falls on a Saturday, Sunday or national holiday. The performance so extended shall occur on the next succeeding day that is not a Saturday, Sunday or national holiday.

(f) No Offer Until Executed. The submission of this Agreement to Purchaser for examination or consideration does not constitute an offer to sell the Property and this Agreement shall become effective, if at all, only upon the full execution and delivery thereof by Purchaser and Seller.

(g) No Waiver or Rights. No failure of either Party to exercise any power or right given such Party in this Agreement or to insist upon strict compliance by the other Party of its obligations provided for in this Agreement, and no custom or practice of the Parties at variance with the terms of this Agreement, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

(h) Words of Gender. Words of any gender used in this Agreement shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular when the context or sense of this Agreement requires.

(i) Captions; Recitals. Captions contained in this Agreement are inserted only as a matter of convenience, and in no way define or describe the scope of this Agreement nor the intent of any provision hereof. The Recitals set forth on the first page of this Agreement are hereby incorporated into this Agreement and made a part of this Agreement.

(j) Survival. All agreements, covenants or indemnities herein which must, by implication or necessity, survive the Closing or earlier termination of this Agreement, shall be deemed to so survive as the sense of this Agreement requires.

(k) Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential provisions of this Agreement for each Party remains valid, binding and enforceable.

(l) Effective Date. For purposes of this Agreement, the term "**Effective Date**" shall be the date that Seller accepts this Agreement, which date shall be set forth on the first paragraph of this Agreement.

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

(n) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Either Party may execute this Agreement by transmittal of a facsimile signature.

(o) Certain Definitions. The terms "**herein**", "**hereof**", "**hereby**", "**hereto**", "**hereunder**", "**hereinafter**" and similar terms mean this Agreement and not solely the portion hereof in which any such word is used.

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

(q) Time. Time is of the essence.

(r) Negotiated Provisions. This Agreement shall not be construed more strictly against either Party by virtue of the fact that a contract may be more strictly construed against the Party preparing the contract, it being understood and agreed that both Purchaser and Seller have equally negotiated the provisions of this Agreement and contributed substantially and materially to the preparation of this Agreement. The Parties agree that any deletion of language from this Agreement prior to its mutual execution by Purchase and Seller shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to observe, state the converse of or state the opposite of deleted language.

(s) Entire Agreement. This Agreement and the Exhibits attached to it set forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings (collectively, the “**Representations**”) between Purchaser and Seller concerning the sale of the Property and the construction of the Project, and there are no Representations, either oral or written, between them other than those in this Agreement. This Agreement supersedes and revokes all previous negotiations, letters of intention or the like, including, but not limited to the letter dated February 4, 2016, as amended, and other information conveyed, whether oral or in writing, between the Parties or their respective representatives, agents, brokers, salespersons or any other person purporting to represent Purchaser or Seller. Purchaser acknowledges that it has not been induced to enter this Agreement by any Representations not set forth in this Agreement and that Purchaser has not relied on any Representations which are not set forth in this Agreement in making its decision to sign this Agreement. No Representations not set forth in this Agreement shall be used in the interpretation or construction of this Agreement, and Seller shall have no liability for any consequences arising as a result of any Representations which are not set forth in this Agreement.

(t) Official Capacity. All representations, warranties, covenants, agreements and obligations of Seller 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 Seller in other than his or her official capacity.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

City of Hamilton, Ohio (Seller)

Approved as to Form:

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

\_\_\_\_\_  
City Law Director

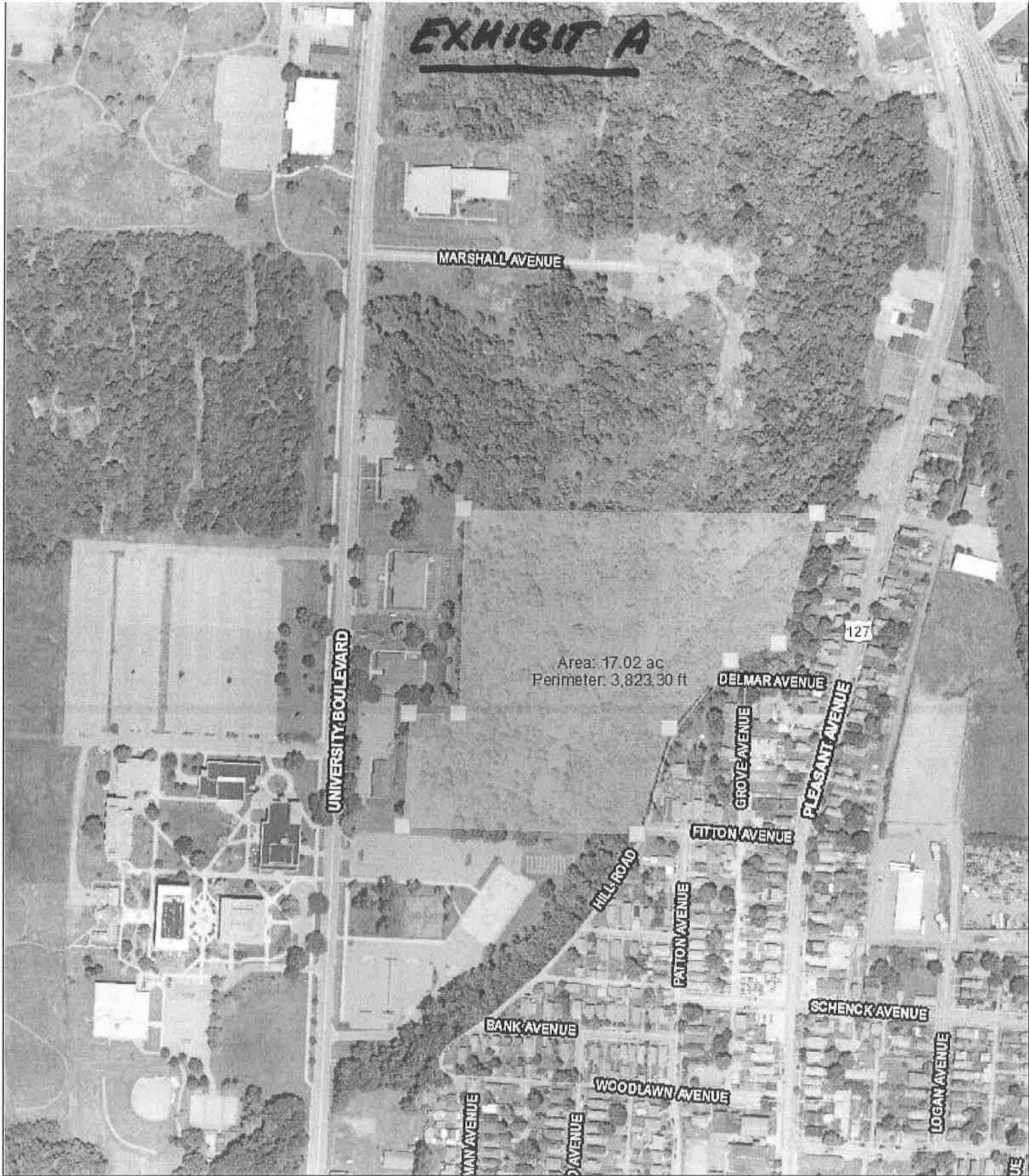
ARK Investment Partners LLC (Purchaser)

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

\_\_\_\_\_  
Jonathan O. Nerenberg, Esq. (Escrow Agent)  
(for purposes of Sections 3 and 4 only)

s:\mason\hanrahan\jlr corporate\city of hamilton\ark investment\sale development agr execution 1-10-17.doc

# EXHIBIT A



## Phase 1

### 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.*





## Phase 2

### 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: 1/3/2017

1 inch = 471 feet

## EXHIBIT C

### Affidavit of Title and Non-Foreign Certificate

STATE OF OHIO, COUNTY OF BUTLER, SS:

Joshua A. Smith ("Affiant"), City Manager of the City of Hamilton, Ohio ("Seller"), an Ohio municipal corporation, being first duly cautioned and sworn deposes and says:

1. That Seller is the owner of the real property ("Property") as described on Exhibit A attached hereto and made a part hereof.

2. That there are no outstanding deeds, mortgage, leases, easements or contracts of sale affecting title to the Property to which Seller is a party which are not fully disclosed of record and there are no parties in possession or entitled to possession of the Property other than Seller.

3. That no work, labor or material has been furnished or performed on or to the Property pursuant to a contract with Seller which has not been or which will not timely be fully and completely paid for by Seller; nor has any repair, alteration or improvement been performed on or about the Property pursuant to a contract with Seller within the last ninety (90) days for which the right to file a mechanic's or materialman's lien exists; nor has any unsatisfied claim for lien or claim for payment been made upon Seller for labor or material furnished to the Property.

4. That Seller is involved in no court proceedings or disputes with any parties concerning the boundary lines of the Property. Affiant has no knowledge of: (a) any encroachments upon the Property from adjacent properties; nor (b) any encroachments of any improvements located on the Property upon adjoining land.

5. That except as revealed in the public records of Butler County, Ohio, Affiant has no other knowledge of any unsatisfied or unreleased judgments or liens against Seller of record nor bankruptcy or court proceedings of any kind against Seller which affect the title to the Property.

6. That there are no unpaid real estate taxes or assessments against the Property (except as shown on the current tax duplicate).

7. That the foregoing statements are made for the benefit and purpose of inducing the \_\_\_\_\_ Title Insurance City to issue its title insurance policy or policies upon the Property.

8. Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee (buyer) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person. In order to inform the transferee (buyer) that withholding of

tax is not required upon the disposition of a United States real property interest, the Affiant, as the President of and on behalf of Seller certifies the following:

a) Seller is an Ohio corporation, not a foreign corporation, a foreign partnership, a foreign trust, a foreign estate or a non-resident alien for purposes of United States income taxation or otherwise a foreign person (as those terms are defined in the Code and the regulations with respect thereto).

b) Seller's United States Employer Identification Number is \_\_\_\_\_; and

c) Seller's address is 345 High Street, Hamilton, Ohio 45011.

9. The Affiant understands that this certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

10. Under penalties of perjury, the Affiant declares that the Affiant has examined this certification and to the best of his knowledge and belief it is true, correct and complete, and that the Affiant further declares that he has authority to sign this document on behalf of Seller.

\_\_\_\_\_  
Joshua A. Smith, City Manager

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2017, by Joshua A. Smith, City Manager.

\_\_\_\_\_  
Notary Public

**EXHIBIT D**

**Real Estate Taxes and Assessments Proration Agreement**

**SELLER:** City of Hamilton, Ohio ("Seller")

**PURCHASER:** ARK Investment Partners LLC ("Purchaser")

**PROPERTY:** Part of Lot Number 32091 located in the City of Hamilton, Butler County, Ohio ("**Tract #1**")

**DATE OF CLOSING:** \_\_\_\_\_, 2017 ("Closing")

Neither real estate taxes nor assessments (general or special) have been separately assessed for Tract #1 since it was split off a larger tax parcel (the "Parcel") known as Parcel No. P6461.012.000.003. Real estate taxes and assessments (general and special) are hereinafter collectively referred to as "Taxes and Assessments". The residue ("Residue") of the Parcel is owned by Seller. Purchaser and Seller agree that Seller will cause to be paid in full, before the same become delinquent, all installments of Taxes and Assessments which are due and payable against Tract #1 and the Residue for each half tax year in which the Closing occurs. After having made such payment, Seller will bill Purchaser for Purchaser's proportionate share of the Taxes and Assessments which are due and payable against Tract #1 from the date of the Closing until the end of the first half of such tax year (based on a 365-day year). Thereafter, after having paid the Taxes and Assessments in full, Seller will bill Purchaser for Purchaser's proportionate share of the Taxes and Assessments which are due and payable against Tract #1 for each subsequent half year until a separate tax bill is issued by the Butler County Treasurer for Tract #1. In the event that Seller fails to timely pay the Taxes and Assessments for Tract #1, Purchaser, after notice to Seller which includes a seven (7)-day opportunity to cure, may pay the delinquent Taxes and Assessments and bill Seller for the same.

Purchaser's proportionate share of the Taxes and Assessments attributable to Tract #1 shall be based upon the percentage of the acreage contained within Tract #1 as the same bears to the total of all acreage included in the tax bill for the Parcel. The obligations of Purchaser and Seller hereunder shall continue until a separate tax bill is rendered for Tract #1.

City of Hamilton, Ohio (Seller)

Approved as to Form:

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

ARK Investment Partners LLC (Purchaser)

\_\_\_\_\_  
City Law Director

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

# EXHIBIT E



## EXHIBIT F

### City of Hamilton, Ohio Purchaser Insurance Requirements

Purchaser shall maintain, at its own expense, while that certain Development Agreement (“Development Agreement”) dated \_\_\_\_\_, 2017, between Seller of Hamilton, Ohio (the “City”) and Meredian Investment Group LLP (the “Purchaser”) and any extensions thereof remains in effect, the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

**1. Workers’ Compensation and Employer’s Liability Insurance.** Purchaser must carry Workers’ Compensation Insurance (including occupational disease) in compliance with Workers’ Compensation statutes of any applicable jurisdiction in which the work is to be performed. For the attainment of Workers’ Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Purchaser is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate Workers’ Compensation Bureau or Board must be provided with the certificate of insurance.

Purchaser must also carry Employer’s Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit). This policy must include Ohio “Stop Gap” coverage.

**2. Commercial General Liability Insurance.** Purchaser must carry Commercial General Liability Insurance (“CGL”) written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The general aggregate limit shall apply separately to this Project. Seller (including its council members, employees and volunteers) must be named as an additional insured on the CGL for liability arising out of the acts or omissions of Purchaser, including coverage for liability arising out of products and completed operations. The coverage afforded to Seller shall be primary to any other insurance carried by Seller, and Seller’s coverage shall not contribute to any loss made pursuant to this coverage grant. Commercial General Liability coverage (including Seller’s status as additional insured) shall be maintained for at least two years after completion of Purchaser’s work performed under the Development Agreement.

**3. Commercial Auto Liability Insurance.** Purchaser shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under the Development Agreement, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. Seller shall be afforded coverage under this policy for any liability arising out of the acts or omissions of Purchaser.

**4. Excess/Umbrella Insurance.** Purchaser shall carry Commercial Excess or Umbrella Liability Insurance over the Commercial General Liability, Employer’s Liability and Commercial

Automobile Liability policies in the amount of \$2,000,000 combined single limit. The Excess/Umbrella policy is subject to all requirements of the underlying policies as set forth herein.

**5. Builders' Risk Insurance.** Purchaser shall provide and maintain, during the progress of the work and until the termination of the Development Agreement, a Builder's Risk Insurance policy to cover all work in the course of construction including falsework, temporary buildings, scaffolding, and materials used in the construction process (including materials designated for the project but stored off site or in transit). The coverage shall equal the total completed value of the work and shall provide recovery at replacement cost.

a. Such insurance shall be on a special cause of loss form, providing coverage on an open perils' basis insuring against the direct physical loss of or damage to covered property, including but not limited to theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, collapse, water damage and testing/startup.

b. Coverage shall include coverage for "soft costs" (costs other than replacement of building materials) including, but not limited to, the reasonable extra costs of the architect/engineer and reasonable Purchaser extension or acceleration costs. This coverage shall also include the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of express or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

c. The Builder's Risk deductible may not exceed \$5,000. Purchaser or subcontractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for that loss up to the amount of the deductible.

d. If Purchaser is involved solely in the installation of material and equipment and not in new building construction, Purchaser shall provide an Installation Floater policy in lieu of a Builder's Risk policy. The policy must comply with the provisions of this Section 5.

**6. Pollution Liability Insurance.** Purchaser shall purchase and maintain pollution liability coverage of at least \$1,000,000 per occurrence. This policy shall cover property damage, bodily injury and cleanup/pollution remediation costs caused by a pollution event and otherwise excluded under Purchaser's Commercial General Liability policy. Seller shall be afforded protection under this policy as an additional insured, including coverage for claims arising out of Purchaser's products and completed operations.

**7. This Section is Intentionally Left Blank.**

**8. Railroad Protective Liability Insurance.** If the work is being performed within 50 feet of a railroad, Purchaser shall maintain Railroad Protective Liability insurance coverage with limits of \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Purchaser shall name Seller and the affected railroad as additional insured(s) on such policy for liability arising out of work performed under the Development Agreement.

**9. Requirements Common to All Policies.**

a. Purchaser shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of Seller as an additional insured on Purchaser's policy. Any deductibles or self-insured retentions in excess of \$5,000 must be disclosed and approved in writing by Seller.

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

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

d. A certificate(s) of insurance showing that Purchaser's insurance coverages are in compliance with the insurance requirements set forth herein must be completed by Purchaser's insurance agent, broker, or insurance company as of the Closing. All certificates (other than Ohio Workers' Compensation) shall provide for thirty (30) days' written notice to Seller prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference Seller's status as an additional insured with primary/noncontributory coverage under both the General Liability and Auto policies.

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

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

g. Any subcontractors engaged by Purchaser to perform the work shall comply with these insurance and indemnification provisions and shall provide primary/noncontributory coverage to Seller as set forth herein.

h. A capitalized term not otherwise defined herein shall have the same meaning as is ascribed to it in the Development Agreement.

## 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:** Approval of a Revenue Sharing Agreement with the Hamilton City School District with Respect to the Parcels of Property Involved in the Marcum Apartments Project Located within the Hamilton City School District

<b>Approvals/Reviews</b> <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	<b>Related Strategic Goal(s)</b> <input checked="" type="checkbox"/> <b>R</b> Realize new investments <input checked="" type="checkbox"/> <b>A</b> Add new jobs <input checked="" type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input type="checkbox"/> <b>O</b> General operations
<b>Ordinance or Resolution</b> Ordinance	1 <sup>st</sup> Reading Date: 12/21/16 2 <sup>nd</sup> Reading Date: 1/11/17 Public Hearing Date:	
<b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i>	<b>City Council (or other):</b> Caucus Report - 12-14-16	
<b>Contract</b>	<input checked="" type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<b>Fiscal Impact</b>	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 approve a revenue sharing agreement with the Hamilton City School District with respect to the parcels of property involved in the Marcum Apartments Project located within the Hamilton City School District?

### Policy Alternative(s)

Council may choose not to adopt such legislation to approve a revenue sharing agreement with the Hamilton City School District.

### Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to approve a revenue sharing agreement with the Hamilton City School District with respect to the parcels of property involved in the Marcum Apartments Project located within the Hamilton City School District

### Statutory/Policy Authority

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



## **Fiscal Impact Summary**

By entering into this revenue sharing agreement with the Hamilton City School District (HCSD), the City has agreed to a construction budget reimbursement of \$2,000,000 for public improvements associated with The Marcum development at 115 Dayton Street. The improvements, which include a street plaza with premium finishes and amenities similar to the Third Street Plaza in German Village, will be permanently financed with general obligation bonds with debt service paid by advancing General Fund revenues into the tax increment financing (TIF) fund until the development produces enough property tax revenues to support the underlying debt. Due to the 15-year tax abatement awarded to the Developer for property acquisition and development risk, the TIF will not be self-sustaining until year sixteen when the property tax abatement expires and property taxes are fully restored. Once that occurs, the TIF will not only pay its entire debt service, it will also reimburse the General Fund for the cash advanced to satisfy debt service until the fund becomes self-supporting. While this partnership with the HCSD eventually offsets construction costs over time, there will be additional debt service of approximately \$100,000 annually until year sixteen of the development at which point the General Fund advances will be repaid as the fund can afford it.

Current forecasts call for General Fund advances of roughly \$1,500,000 during the first sixteen years of the agreement with annual property taxes increasing from less than \$10,000 to nearly \$250,000 annually after the abatement expires in year sixteen. The permanent bond financing necessary for the completion of the construction is expected to be purchased as an investment of the Electric Fund at an anticipated interest rate expected to be slightly less than 4% annually. By purchasing this debt, the Electric Fund is expected to earn nearly \$1,500,000 in interest income while allowing more flexible call terms on the bond which should allow for earlier debt retirement should the TIF perform better than forecasted.

## **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 passed OR2016-9-79 to authorize the City Manager to enter into a development agreement with CMC Properties/Community Development Associates, LLC. The legislation did not reference the parking lot in Section 1 nor was Exhibit B of the development agreement included as part of the exhibits. The development agreement was executed and legislation was presented to council for first reading on December 14, 2016 to correct OR2016-9-79 to match the development agreement.

## **Attached Information**

N/A

## **Copies Provided to:**

N/A



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING CERTAIN PAYMENTS TO THE HAMILTON CITY SCHOOL DISTRICT AND THE EXECUTION AND DELIVERY OF A REVENUE SHARING AGREEMENT WITH THE HAMILTON CITY SCHOOL DISTRICT TO MEMORIALIZE SUCH PAYMENTS.**

WHEREAS, this Council previously approved a Development Agreement (the "Development Agreement") between the City and Community Development Associates, LLC for the redevelopment of the area shown in Exhibit No. 1 hereto (the "Property"); and

WHEREAS, as contemplated in the Development Agreement and to enable the redevelopment of the Property, this Council, under the authority of Section 5709.40 and/or 5709.41 of the Ohio Revised Code, expects to adopt an ordinance (the "TIF Ordinance") to exempt the Property from 100% of the real property taxes that would be due if not for the exemption provided by the TIF Ordinance for a period of 30 years in order to pay for or reimburse infrastructure investments made by the City to enable the redevelopment of the Property; and

WHEREAS, pursuant to the Development Agreement, the City agreed to grant a 15 year, 100% real property tax abatement on all residential apartment improvements to the Property and a 15 year, 50% real property tax abatement on all retail and office improvements to the Property, each pursuant to Section 3735.65 et seq. of the Ohio Revised Code (the "CRA Abatement"); and

WHEREAS, the Ohio Revised Code provides certain approval rights to the Hamilton City School District (the "School District") for the TIF Ordinance and the CRA Abatement; and

WHEREAS, the City and the School District have negotiated a Revenue Sharing Agreement in connection with the Property in exchange for the School District's approval of the TIF Ordinance and CRA Abatement whereby the School District will receive (i) up to 50% of the income taxes received by the City with respect to jobs located in the retail or office space located on the Property plus (ii) 20% of all service payments in lieu of taxes received by the City during years 16 through 30 of the TIF exemption and any service payments in lieu of taxes received by the City from the Property pursuant to the TIF Ordinance after the City has been reimbursed for the cost of the infrastructure improvements funded by the City for the redevelopment of the Property; and

WHEREAS, to enable the redevelopment of the Property and to share revenue generated by that new development, the City and the School District have determined to enter into the Revenue Sharing Agreement for the Property, which is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District.

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

SECTION I. Execution and Delivery of the Revenue Sharing Agreement. The City Manager is hereby authorized to execute and deliver to the School District, in the name of and on behalf of the City, the Revenue Sharing Agreement in substantially the form attached hereto as Exhibit No. 1, with all changes thereto that, in the judgment of the City Manager, are not materially adverse to the City. The approval of any changes to the attached form of Revenue Sharing Agreement, and that such changes are not materially adverse to the City, shall be conclusively evidenced by the execution of the Revenue Sharing Agreement by the City Manager.

SECTION II. Further Authorizations. This Council further hereby authorizes and directs the City Manager, the Finance Director and other appropriate officers of the City to take any other actions as may be appropriate to implement this ordinance or the Revenue Sharing Agreement, including calculating and paying the School District the required revenue sharing payments. All previous actions taken by the City Manager and/or any other officer of the City in this regard are hereby ratified.

SECTION III. Open Meetings. The 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 or its committees, that all deliberations of this Council and of its committees that resulted in formal action were

Ordinance No. \_\_\_\_\_ (Cont'd)

taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22, Ohio Revised Code.

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_  
City Clerk

**CERTIFICATE**

I, Nick Garuckas, City Clerk of the City of Hamilton, 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**

Exhibit No. 1

**REVENUE SHARING AGREEMENT**

This REVENUE SHARING AGREEMENT (this "*Agreement*") is made and entered into as of October 25, 2016, by and between the CITY OF HAMILTON, OHIO (the "*City*"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio with its principal offices at One Renaissance Center, Hamilton, Ohio 45011, and the HAMILTON CITY SCHOOL DISTRICT (the "*School District*"), a public school district with its principal offices located at 533 Dayton Street, Hamilton, Ohio 45011.

**RECITALS:**

WHEREAS, the City, under the authority of Section 5709.40 and/or 5709.41 of the Ohio Revised Code, expects to adopt an ordinance (the "*Ordinance*") to exempt the area depicted and described on Exhibit A from 100% of the real property taxes that would be due if not for the exemption provided by the Ordinance for a period of 30 years (the "*TIF Area*", with the parcels comprising the real property within the TIF Area referred to herein as the "*Parcels*" and, each individually as a "*Parcel*") as part of a tax increment financing plan for the redevelopment of the Parcels.

WHEREAS, the City expects that the owners of the Parcels will make or cause to be made improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 of the Ohio Revised Code and collectively referred to herein as the "*Improvements*") to the Parcels.

WHEREAS, in order to enable the development of the Improvements, the City expects to transfer the Parcels it currently owns to a private developer for \$100.00 and cause to be made certain improvements in and around the Parcels, as further described on Exhibit B, that once made will directly benefit the Parcels.

WHEREAS, in order to enable the development of the Improvements, the developer of the Improvements is requiring the City to grant a 15 year, 100% real property tax abatement on all residential apartment improvements to the Parcels and a 15 year, 50% real property tax abatement on all retail and office improvements to the Parcels, each pursuant to Section 3735.65 et seq. of the Ohio Revised Code (the "*CRA Act*").

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements and the public infrastructure improvements.

WHEREAS, the City has proposed as a condition of the proposed TIF exemption that the School District will receive income tax sharing payments from income taxes received by the City with respect to jobs located in the retail or office Improvements on the Parcels plus any service payments in lieu of taxes received by the City after the City has been reimbursed for the cost of the public infrastructure improvements from those service payments, as further provided in Section 1.

WHEREAS, the Board of Education of the School District adopted a resolution granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as to

be provided in the Ordinance and the CRA Act and waived any further notice, approval or compensation requirements of Sections 3735.671, 5709.40, 5709.41, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement.

WHEREAS, to enable the construction of the Improvements and to share revenue generated by the Improvements, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District.

NOW, THEREFORE, in consideration of the premises and covenants contained herein the parties agree to the foregoing and as follows:

Section 1. City Payments to School District. As consideration for the School District's approval of the Ordinance and other agreements herein, for so long as the Improvement to any Parcel is exempt from taxation pursuant to the Ordinance, the City agrees to pay to the School District the amounts described below.

(a) Income Tax Sharing. The City will pay to the School District the amount of income taxes required by Section 5709.82 of the Ohio Revised Code, as such section is in effect on the date of this Agreement, for jobs located in the retail or office space that is part of the Improvements during each year that the exemption under either the CRA Act or the Ordinance applies to the Improvements to the Parcels. Notwithstanding the provisions of division (D) of Section 5709.82 requiring payment by December 31 of each year, the City will make the required payments due for any such year by June 1 of the following year, such period of time being necessary for the City to receive and review income tax returns and determine the amount of income taxes received.

(b) Service Payments. In addition to the Income Tax Sharing, the City will pay to the School District (i) 20% of all service payments in lieu of taxes collected with respect to years 16-30 of the TIF exemption plus (ii) any service payments in lieu of taxes remaining in the TIF Fund established by the Ordinance on each December 31 after payment or reimbursement of the Debt Service Amount in order to provide any excess service payments not needed by the City for the Debt Service Amount to the School District. As used herein, "*Debt Service Amount*" means (i) the cumulative debt service payments the City has made on debt issued to finance costs of improvements described on Exhibit B, plus (ii) without double-counting amounts included in clause (i), the amount of such costs that the City funds with cash advances (including advances from its general fund and enterprise funds) until such advances are repaid from the TIF Fund established by the Ordinance. The total principal amount of debt plus the amount of costs funded by cash advances shall not exceed \$2,000,000. The City shall not use service payments in the TIF Fund to pay for improvements other than those listed on Exhibit B without the written consent of the School District. The parties acknowledge that due to the real property tax exemption for the Parcels granted pursuant to the CRA Act and the amount of improvements the City is required to pay for in order to make development of the Parcels possible, it is unlikely that excess service payments will be available to make the payments described in clause (ii) of this paragraph until near the end of the 30 year TIF period. The City shall make the payments

due under this paragraph no later than December 31 of each year that the exemption is in effect pursuant to the Ordinance.

(c) Calculation. The City shall submit to the School District, with the transmission of the amounts described in Section 1(a) or (b) above, a detailed accounting of its calculation of such payments (each a “*School Payment*”). Subject to its confidentiality obligations imposed by Section 718.13 of the Ohio Revised Code and other applicable law, the City shall provide such back-up information for its calculations as the School District reasonably requests, including but not limited to information regarding employees that the City does not consider to be “new employees” for purposes of Section 5709.82 of the Ohio Revised Code. In the event the School District disputes the amount of a School Payment, as certified by the Finance Director of the City, the School District shall certify, within 30 days of receipt of the accounting from the City, the basis for the dispute and the amount that the School District claims is the correct amount of School Payment to be paid to the School District. Within 10 days thereafter, the City’s Finance Director and the School District’s Treasurer shall meet to discuss and resolve the dispute. In the event the Finance Director and the Treasurer are unable to mutually agree on the amount of School Payment, the City shall, within 15 days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit the School District’s ability, after payment and receipt of such School Payment amount, to seek recovery of amounts deemed underpaid. In no case may the total School Payments made hereunder over the entire TIF period exceed the amount of taxes that the School District over the entire TIF period would have received absent the exemption granted by the Ordinance or the CRA Act.

Section 2. Ohio Revised Code Section 5709.82. Except as provided in Section 1(a) hereof and as consideration for the City’s agreement to make the payments provided for herein, the School District agrees that the City’s exemption of 100% of the real property taxes on the Improvements for a period of 30 years and the City’s tax increment financing, authorized by Sections 5709.40 and/or 5709.41 of the Ohio Revised Code and with the terms provided for in the Ordinance, as approved by the School District in its resolution adopted Oct. 25, 2016, as well as the exemptions from real property taxes for the Parcels pursuant to the CRA Act, are not subject to the provisions of Section 5709.82 of the Ohio Revised Code (ie notice, timing of payments, income tax sharing for jobs located in the residential apartment units, etc.), and the School District waives any right to compensation pursuant to Section 5709.82 of the Ohio Revised Code in connection with the exemptions provided for in the Ordinance or pursuant to the CRA Act except as provided in Section 1(a) hereof.

Section 3. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 4. Entire Agreement; Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District waives any and all notices of the Ordinance, or the exemption from taxation provided for in the Ordinance, required by Ohio law, including, without limitation, Ohio Revised Code Sections 5709.40, 5709.41 and 5709.83.

Section 5. Notices. All payments and notices under this Agreement must be hand-delivered (with receipt acknowledged) or sent by the first class U.S. mail, postage prepaid, and are deemed delivered when so delivered or mailed to the respective addresses first set forth above. Either party may change its address for receiving payments or notices by giving written notice of such change to the other party.

Section 6. Severability of Provisions. The invalidity of any provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement is to be construed in all respects as if any invalid portions were omitted.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart. Signatures transmitted by facsimile or electronic means are deemed original signatures.

[Remainder of page intentionally left blank – signatures on following page]

IN WITNESS WHEREOF, the City and the School District have caused this Revenue Sharing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF HAMILTON, OHIO

HAMILTON CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
City Manager

By: Anthony T. Orr  
Superintendent

By: Robert A. Hancock  
Treasurer

By: [Signature]  
President of the Board of Education

Approved as to Form:

\_\_\_\_\_  
City Law Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City under the foregoing Agreement, certifies that the money required to meet the obligations of the City during the year 2016 under the foregoing Agreement is appropriated lawfully for that purpose, and is 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 of the Ohio Revised Code.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Finance Director  
City of Hamilton, Ohio

EXHIBIT A  
TIF Area

The area enclosed by the red lines on the following map specifically identify and depict the Parcels that comprise the TIF Area and constitute part of this Exhibit A.

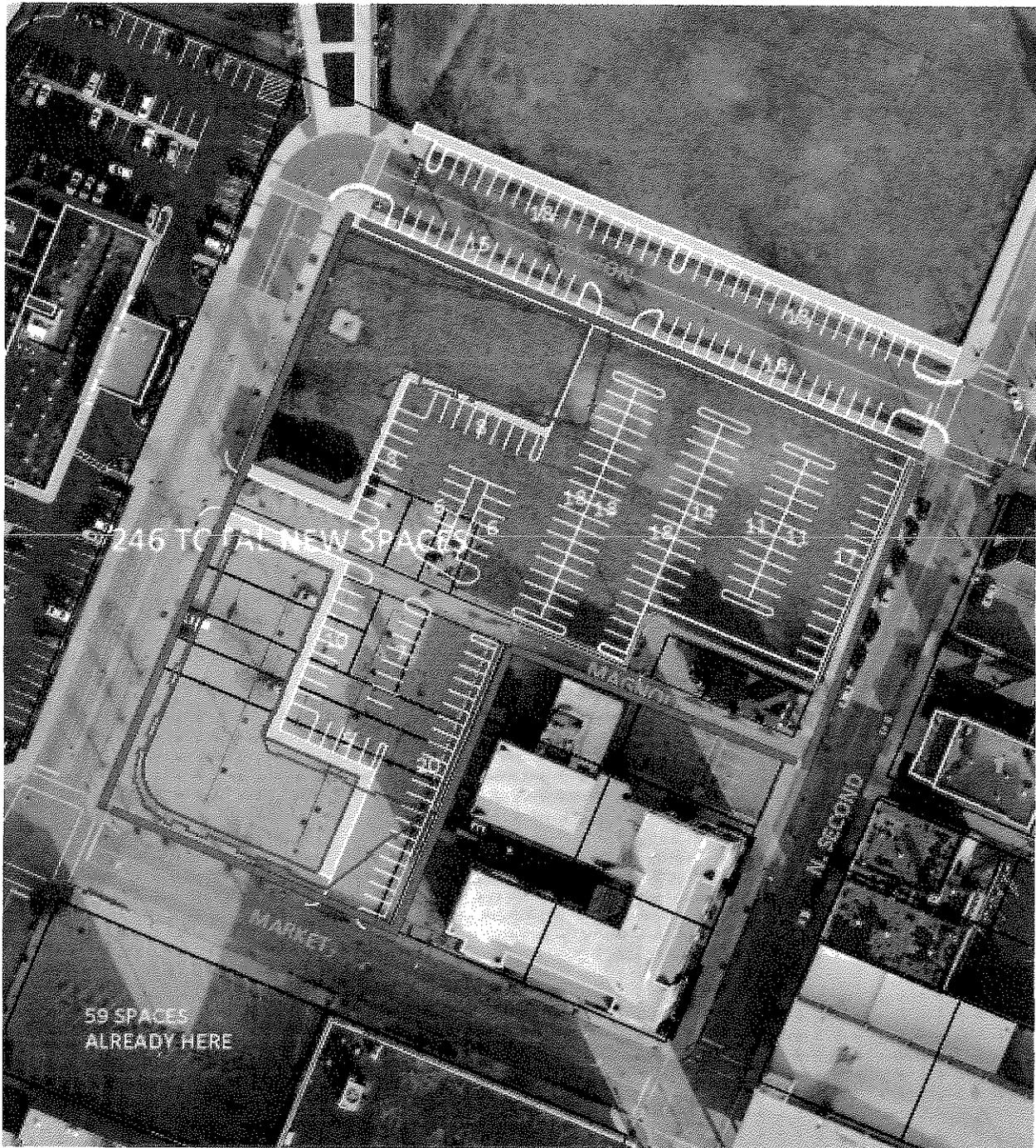


EXHIBIT B  
Costs Payable from TIF Fund

Service payments received from the Parcels may be used to pay for and reimburse the following categories of costs. Cost estimates are provided for informational purposes only and do not limit the actual amount of costs that may be paid or reimbursed.

Cost Category	Estimate
Electric pole relocation/replacement	\$200,000
Electric line, sidewalk and sidewalk relocation and replacement	\$100,000
Foundation removal/fill	\$100,000
Magnolia Street vacation	\$25,000
Project design contribution	\$25,000
Dayton Street improvements	\$1,250,000

## City Council Meeting Staff Report

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

**Report From:** John Creech, Senior Planner

**Agenda Item:** Request by Ziyad Aleissa, on behalf of Warren & Carter, Inc., for a Conditional Use to allow the establishment of an Automobile Sales facility to operate on the property zoned “B-2” Community Business District located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852. (Ziyad Aleissa/Warren & Carter, Inc., Applicant/Owner).

<p><b>Approvals/Reviews</b> <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><b>Related Strategic Goal(s)</b></p> <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 1-11-2017 <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading Date: 1-25-2017 <input type="checkbox"/> Public Hearing Date:	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council (or other):</b> Planning Commission: 12-05-2016</p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p><b>Fiscal Impact</b></p>	<p>Budgeted: No          General Fund: \$200.00          Other Funds: \$ 0.00</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

**Policy Issue**

Does City Council wish to deny a Conditional Use to allow the establishment of an Automobile Sales facility to operate on the property zoned “B-2” Community Business District located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852?

**Policy Alternative(s)**

Council may choose to approve a Conditional Use to allow the establishment of an Automobile Sales facility to operate on the property zoned “B-2” Community Business District located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852.



### **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 establishment of an Automobile Sales facility to operate on the property zoned “B-2” Community Business District located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852

### **Statutory/Policy Authority**

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

### **Fiscal Impact Summary**

The City’s current fiscal impact includes any staff time allotted to the request for a Conditional Use to allow the establishment of an Automobile Sales facility to operate on the property zoned “B-2” Community Business District located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852 estimated at approximately \$200.00.

### **Introduction**

This is a request submitted by Ziyad Aleissa, on behalf of Warren & Carter, Inc, for a Conditional Use to allow the establishment of an Automobile Sales facility to operate on the property zoned B-2 Community Business District located at 2021 South Erie Boulevard (Exhibit A). The property is zoned B-2 Community Business zoning district (Exhibit B) and is a 26,266 square foot property comprised of a single parcel (City Lot No. 10852). Automobile Sales uses are Conditional Uses in the B-2 Community Business Zoning District and require review by the Planning Commission (Section 1121.39.27) and approval by City Council.

### **Proposed Project:**

The proposed project is involves the conversion of an existing vacant property and building into an automobile sales use. The structure on the property, a former restaurant, will be converted to automobile sales office use.

Plans indicate that the applicant proposes to remove the dumpster/dumpster enclosure and the former restaurant drive-through lane located behind the building. The plan also indicates that no vehicles will be parked or displayed within ten (10) feet of any property line. Section 1121.39.27 states that the “areas not used for parking or display of vehicles shall be landscaping according to requirements of Section 1111.20. No landscaping plan was submitted as part of the application; however, based on the size of the property, 26,266 square feet, the following minimum landscaping is required:

6 trees, plus additional plantings from a, b, or c below:

- a. Bushes: 3 Per Required Tree
- b. Flowering Perennials Plants: 6 Per Required Tree
- c. Trees: 1 Per Required Tree

In addition, the site plan submitted by the applicant indicates that the southern-most driveway onto South Erie Boulevard will remain open. This creates a conflict with the proposed 10 foot setback (landscaping area). In addition, the proposed vehicle display area in the rear of the building appears to impede the passage of automobiles on the south-side of the building. As currently designed vehicles entering the driveway on the south side of the building - from South Erie Boulevard would have to back-out onto South Erie Blvd in order to exit.

This property is also missing a sidewalk along the South Erie Boulevard frontage of this property. A Domino’s Pizza will be constructed on the abutting property to the north and sidewalk will be installed



across the frontage of that property.

No additional information was submitted as part of the site plan that addresses landscaping, refuse and service areas, or signage.

### **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) General Standards below.



- (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 B-2 Community Business 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 *“An automobile Sales Facility use is a conditional use in the B-2 Community Business District.”* 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 *“The adjacent properties are developed. Improvements to the property will enhance the quality of the neighborhood and provide services and employment opportunities to the neighborhood.”* 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 *“There are numerous pre existing auto sales dealerships in very close proximity of this property”.* 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 *“All existing utilities are on site and active. Vehicular access from both streets are present.”* 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 *“Two major streets adjoin the property to the east and to the west. The new owner does not plan on changing anything that would create an interference with traffic in any way.”* 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 auto sales lot would be compliant with all development standards including the 10 foot setback.*
- *Lot Area (combined) = 26,266 sq ft > 20,000 sq ft. minimum*
  - *Lot Frontages are 110.53 (east) and 113.43 (west) > 100 ft minimum.*
  - *Automobiles on site will all be for sale, or for minor repairs within 30 days allowed.*
  - *Automobiles displayed for sale on new lots seeking conditional use approved will be located on paved surfaces 10 feet minimum from property lines or public row. All vehicles will be listed for sale on the pavement area.*
  - *Any repair services will be located within an enclosed building*
  - *All vehicles stored outside will be operable new or used vehicles for sale or within the 30 day allowable repair window.*
  - *Only repair services that are permitted outside under conditional use will be undertaken.*



- *Hazardous Materials as defined by this zoning section will be recycled or removed in accordance with local, state, and federal laws.*
- *Indoor Storage will be used for any automotive parts or equipment*
- *There will be no building openings with 50 feet of a residential district*  
*Vehicular access to the lot will be limited to one existing access curb cut per street. 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 business will be an asset to the surrounding neighborhood uses as it will revitalize a run down site and provide a large and compliant auto sales location in an area which is characterized by this dominant use group.”* 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 proposed use will not create any more noise than the current use. The hours of operation are M-F 9am-7pm, Sat 10am-6pm, Sun Closed.”* 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 re-vitalize and improve a deteriorating 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.

**Notification**

Public Hearing Notices were mailed to the owners of 38 properties within 500 feet of the property in question (Exhibit D). There were no objections expressed to the proposed conditional use for 2021 S Erie Boulevard as of the date of the report was prepared for the Planning Commission. On December 5, 2016 the owner of the proposed Dominos Pizza indicated they were not in support of proposed conditional use, and we’re concerned it would negatively impact their new +\$400,000 investment in a new building.

**Review and Findings:**

A review of the nine Conditional Use Review Criteria found in Section 1155.30 (Exhibit C) provided the Planning Commission with the basic facts and circumstances of the proposed Conditional Use. After consideration of the Conditional Use Review Criteria, the site plan and other information provided by the applicant, and holding a public hearing, the Planning Commission found there was sufficient reason in the findings underlined below to recommend denial of the Conditional Use, specifically with respect to Conditional Use Review Criteria #5, #7 and #9 as outlined below:

1. #5 - 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. The site plan



submitted by the applicant indicates that the southern-most driveway onto South Erie Boulevard will remain open however, the proposed 10 foot setback (landscaping area) and the proposed vehicle display area appear to impede the passage of automobiles on the south-side of the building. It is recommended that the southern-most driveway onto South Erie Boulevard be eliminated. As currently designed vehicles entering the driveway from South Erie Boulevard would have to back-out onto South Erie Blvd in order to exit.

2. #7 - The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses. The site plan submitted by the applicant indicates approximately 62 designated vehicular display parking spaces and a looping one way driveway aisle with several tight turning points. The number of proposed vehicle display spaces and tight turning radii (radiuses) could create a hazardous on-site situation and lead to customers parking on adjacent properties to avoid the constricted access and turning situation.
3. #9 - The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The site plan submitted by the applicant indicates approximately 62 designated vehicular display parking spaces and a looping one way driveway aisle with several tight turning points. The number of proposed vehicle display spaces and tight turning radii (radiuses) could create impede the normal and orderly development and improvement of the surrounding properties by way of customer parking on adjacent properties to avoid the driveway and turning issues on the subject property.

**Recommendation:**

The Planning Commission recommends that City Council deny the proposed conditional use for 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852 after consideration of the site plan, written description provided by the applicant, findings, and review of the Conditional Use Review Criteria - General Standards #5, #7, and #9) for the following reasons below:

1. #5 - 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. The site plan submitted by the applicant indicates that the southern-most driveway onto South Erie Boulevard will remain open however, the proposed 10 foot setback (landscaping area) and the proposed vehicle display area appear to impede the passage of automobiles on the south-side of the building. It is recommended that the southern-most driveway onto South Erie Boulevard be eliminated. As currently designed vehicles entering the driveway from South Erie Boulevard would have to back-out onto South Erie Blvd in order to exit.
2. #7 - The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses. The site plan submitted by the applicant indicates approximately 62 designated vehicular display parking spaces and a looping one way driveway aisle with several tight turning points. The number of proposed vehicle display spaces and tight turning radii (radiuses) could create a hazardous on-site situation and lead to customers parking on adjacent properties to avoid the constricted access and turning situation.
3. #9 - The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The site plan submitted by the applicant indicates approximately 62 designated vehicular display parking spaces and a looping one way driveway aisle with several tight turning points. The number of proposed vehicle display spaces and tight turning radii



(radiuses) could create impede the normal and orderly development and improvement of the surrounding properties by way of customer parking on adjacent properties to avoid the driveway and turning issues on the subject property.

The Planning Commission held a public hearing and reviewed the proposed Conditional Use located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852 on December 5, 2016 and recommend denial to City Council.

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 proposed Conditional Use at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852.

#### **Attached Information**

- 1) Exhibit A - Public Hearing Location Map
- 2) Exhibit B - Zoning Map
- 3) Exhibit C - Conditional Use Application & Supporting Material
- 4) Exhibit D - Public Hearing Notice and 500 Ft Address Listing
- 5) Exhibit E - Notification Letter of Planning Commission Recommendation to Deny



2021 S Erie Blvd  
PUBLIC HEARING MAP



DIXIE HWY

S ERIE BLVD

EMERY AVE

Subject Property

2021 S Erie Blvd

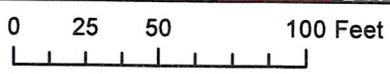
0 25 50 100 Feet



2021 S Erie Blvd  
ZONING MAP



-  2021 S Erie Blvd
-  B-2 Community Business District



A164104  
A164105



Community Development  
345 High Street, Suite 370  
Hamilton, Ohio 45011

### 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: 2044 Dixie Highway Hamilton, Ohio 45015  
*2021 S. Erie Hwy*

Lot No(s): Parcel ID PG461029000021

Property Owner: Warren & Carter Inc

Owner's Mailing Address: 9541 SE 49th Ter #249 Webster FL 33597

Applicant's Name (if different than owner): Ziyad Aleissa

Applicant's Mailing Address: 305 Deercreek Dr. Amelia, Ohio 45102

Applicant's Email Address: zee7869@~~cloud~~<sup>gshop</sup>.com

Applicant's Phone Number: 513-652-0412

Previous Legal Use of Property: Restaurant

Date Previous Use Discontinued: \_\_\_\_\_

Proposed New Use of Property: Car Lot / Auto sales

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

1121.33 "B-2" Community Business district

City of Hamilton  
Date: 11/14/2016  
Time: 11:14:57 AM  
Amount: \$200.00  
Check Number: 11/14/2016  
Check Reference: 11/14/2016 11:45 PM  
Amount: \$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

This building was an existing restaurant facility. The building will be used as an office for the Used Car dealership

See Attached detail of development Standards review 1155.30

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.

[Signature] Applicant's Signature

11-11-16 Date

Ziyad Aleissa Applicant's Printed Name

DocuSigned by: Jim Warren Property Owner's Signature

11/12/2016 | 5:04 PM PST Date

warren & Carter, Inc. Property Owner's Printed Name

Office Use Only
CU Application Number: \_\_\_\_\_ Zoning District: \_\_\_\_\_
Fee Paid: \_\_\_\_\_
Meeting Date: \_\_\_\_\_
[ ] APPROVED [ ] DISAPPROVED

***Conditional Use Review Criteria -General standards 1155.30***

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 use is a conditional use in the B-2 community business 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 adjacent properties are developed. Improvements to the property will enhance the quality of the neighborhood and provide services and employment opportunities for the neighborhood.
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.** There are numerous pre existing auto sales dealerships in a very close proximity of this property.
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.** All existing utilities are on site and active. Vehicular access from both streets are present.
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.** Two major streets adjoin the property to the east and west. The new owner does not plan on changing anything that would create an interference with traffic in any way.
6. **The proposed conditional use will comply with all applicable development standards, except as specifically altered in the approved conditional use.** The auto sales lot would be compliant with all development standards including the 10 foot setback.
  - Lot area (combined) =26,266 sq ft >20,000 sq ft minimum
  - Lot frontages are 110.53 (East) and 113.43 (West) > 100 ft minimum

- Automobiles on site will all be for sale, or for minor repairs within 30 days allowed.
  - Automobiles displayed for sale on new lots seeking conditional use approved will be located on paved surfaces 10 feet minimum from property lines or public row. All vehicles will be listed for sale on the pavement area.
  - Any repair services will be located within an enclosed building.
  - All vehicles stored outside will be operable new or used vehicles for sale or within the 30 day allowance repair window.
  - Only repair services that are permitted outside under conditional use will be undertaken.
  - Hazardous materials as defined by this zoning section will be recycled or removed in accordance with local, state, and federal laws.
  - Indoor storage will be used for any automobile part or equipment.
  - There will be no business openings within 50 feet of a residential district.
  - Vehicular access to the lot will be limited to 1 existing curb cut per street.'
- 7. The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses.** The proposed business will be an asset to the surrounding neighborhood uses as it will revitalize a run down site and provide a large and compliant auto sales location in an area which is characterized by this dominant use group.
- 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 proposed use will not create any more noise than the current use. The hours of operation are M-F 9am-7pm, Sat 10am-6pm, Sun Closed.
- 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 proposed conditional use will re-vitalize and improve a deteriorating property.

City of Hamilton

Date: 11/14/2016 Batch: 9228  
Office: CNST Mach ID: FVG85L1  
Cashier: Consvs Tran #: 13

Misc Construction Service  
Receipt #: 01068757

Acct #:  
Name:

MIS1 Miscellaneous Revenue \$200.00  
Payment Total: \$200.00

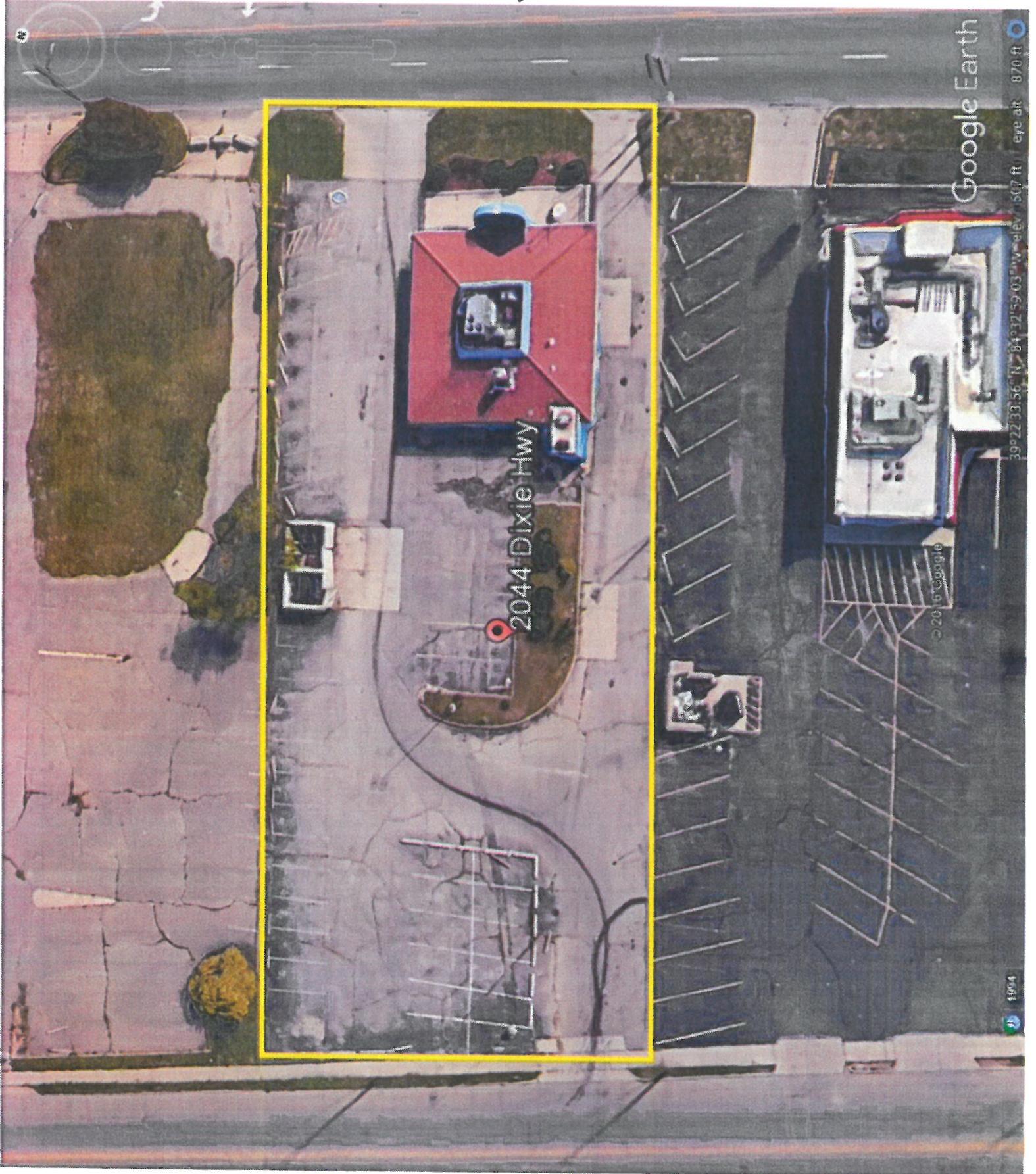
Transaction Total: \$200.00  
Check Tendered: \$200.00

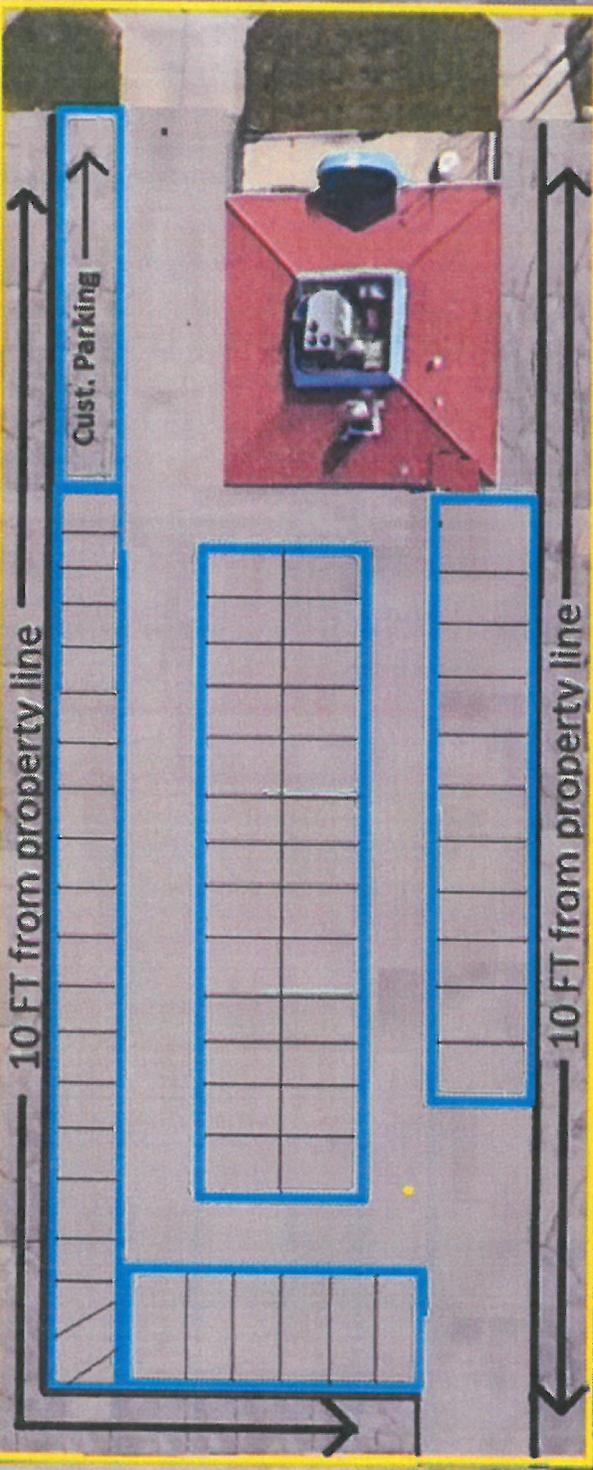
Checks presented:

CITIZENS AUTO CREDIT INC 12/15		2208
1074 STATE ROUTE 125		56-657/422
AMEXIA OH 43102		
513-652-0412		
11-14-16		
CITY OF HAMILTON		\$200.00
Two hundred dollars		
River Hills		
ON 11/14/16		

Thank you for your payment.  
Have a nice day!

Existing





PLAT OF SURVEY  
 SPLIT LOT 10852 & SURVEY PT. LOT 10854  
 CITY OF HAMILTON, 6TH WARD, N.S.  
 BUTLER COUNTY, OHIO



*Franchise = 110.53'*

THE NEW 6.189 AC. PART OF LOT 10852 IS NOT A SEPARATE BLDG. PARCEL AND IS INTENDED TO BE COMBINED WITH THE 2 PARCELS TO THE SOUTH. IT MAY NOT BE SOLD TO ANYONE OTHER THAN AN ADDRESSEE WITHOUT PRIOR APPROVAL OF THE CITY OF HAMILTON PLANNING DEPARTMENT.



**NOTES**  
 DIMENSIONS MARKED WITH \*\* ARE BASED ON A PLAT BY YETTERS-BAYER AND ASSOC., DATED 12-4-89. THE PLAT WAS USED TO RE-ESTABLISH MONUMENTATION FOUND BY YETTERS-BAYER & ASSOC. AT THE SOUTHERN CORNERS OF THE PROPERTY BEING SURVEYED WHICH HAS APPROPRIATELY BEEN DESTROYED.  
 THE CURRENT LEGAL DESCRIPTION FOR THE PART OF LOT 10854 TO THE SOUTH OF THE PROPERTY BEING SURVEYED DOES NOT MATCH THE YETTERS-BAYER AND ASSOC. PLAT DATED 12-4-89.  
 MONUMENTS WHICH DO NOT SET AT THE SOUTHERN CORNERS OF THE NEW 0.189 ACRE PART OF LOT 10852 DUE TO THE ABOVE-RECORDED LOT COMBINATION.

I hereby certify that the accompanying plat is a return of a survey made under my direction, July 2012, and was prepared in accordance with the Standards for Boundary Surveys. All monumentation is set as shown.

JEFF E. THEN  
 Registered Surveyor #7471

**REFERENCES**  
 BUTLER COUNTY ENGINEERS' RECORD OF LAND SURVEYS  
 -VOL. 17, PG. 165  
 BUTLER COUNTY RECORDER'S OFFICE  
 -O.R. 74, PG. 109  
 -O.R. 75, PG. 451  
 -SURVEY BY YETTERS-BAYER & ASSOC.  
 DATED 12-4-89

**J.E. THEN INC.**  
 4190 HAMILTON-CLEVELAND BOSS, OHIO  
 45014 PH: 738-3513

DATE: 8/10/12 APPROVED BY: [Signature]  
 DRAWN BY: B.A.M.  
 CHECKED BY: [Signature]

SPLIT FOR WARREN & CARTER, INC.  
 DRAWING NUMBER: 12-125-5

- LEGEND**
- IRON PIPE FOUND
  - △ IRON PIN FOUND
  - ▲ PAULROAD SPIKE FOUND
  - ⊕ IRON PIN SET - 5/8" REBAR
  - ⊕ CROSS-HOOD SET
  - ⊕ COPPER FOOT SET
  - ⊕ MAG. NAIL SET



**OWNER OF SURVEYED PARCELS**  
 WARREN AND CARTER, INC.  
 O.R. 7544, PG. 1069

LOT (INS)  
 HENRIETTA ELY, JR. ET AL., TRS.  
 O.R. 7401, PG. 724

PARCELS WITH O.R. 74, PG. 109  
 145-20'

DIXIE HIGHWAY

ERIE BLVD. (S.R. 4)  
 (R/W VARIES)

O.S.T. REE VOL. 17, PG. 165-P. 166 (B.C.E.R.L.S.)  
 S12°16'22" E, 211.96'  
 12/87

S12°39'52" E, 867.76'  
 8/20/02

S71°04'36" W, 192.80'  
 8/20/02

S71°04'36" W, 192.80'  
 8/20/02

N73°02'09" E, 252.14'  
 8/20/02

N72°59'14" E, 286.72'  
 8/20/02

N72°49'57" E, 222.21'  
 8/20/02

N23°04'00" E, 213.74'  
 8/20/02

N12°43'00" E, 112.43'  
 8/20/02

N27°35'16" W, 125.43'  
 8/20/02

N27°35'16" W, 125.43'  
 8/20/02

N27°35'16" W, 125.43'  
 8/20/02

N27°35'16" W, 125.43'  
 8/20/02

S71°04'36" W, 192.80'  
 8/20/02

COMMUNITY DEVELOPMENT DEPARTMENT  
CONSTRUCTION SERVICES DIVISION  
**INTER-DEPARTMENTAL PLAN REVIEW RECORD**

Date Plans Submitted: **11/14/2016**

Date Plans Reviewed: **11/23/2016**

Project Address: **2021 S ERIE BLVD**

Ph: **(513) 652-0412**

Project / Owner Name: **ZIYAD ALEISSA**

Applicant: **ZIYAD ALEISSA**

FX:

Project Description: **CONDITIONAL USE - CAR LOT/AUTO SALES**

Application #: **A164104**

Plan Review #: **A164105**

Review # **1**

Department	Date to	No Object	Object	Date from	Remarks
<b>Zoning / Planning</b> John Creech 785-7355	11/14/2016		JMC	11/21/2016	
	Automobile and Other Vehicle Sales - Conditional Use in B-2 Community Business District. Requires review by Planning Commission and approval by City Council				
<b>Fire</b> Ken Runyan 785-7506	11/14/2016	KLR		11/15/2016	
	NO REPAIRS ON AUTOMOBILES TO BE MADE INSIDE OF BUILDING UNTIL PLANS ARE SUBMITTED FOR "REPAIR GARAGE" AND APPROVED				
<b>Electric</b> Craig Marcum 785-7240	11/14/2016	CDM		11/14/2016	
<b>Utilites Gas/Wtr/Se</b> Joy Rodenburgh 785-7283	11/14/2016	JFR		11/14/2016	
	CONDITIONAL USE - NO OBJECTIONS CONTINGENT UPON NO CHANGES BEING MADE TO THE EXISTING UTILITIES (GAS, WATER AND SANITARY).				
<b>Public Works</b> Rich Engle 785-7273	11/14/2016	PRY		11/16/2016	

When all of the above objections are corrected, submit **2** complete sets of revised plans to the **Construction Services Office at 345 High Street, Suite #350.** **All plan changes shall be color highlighted** to be accepted. As an option, the applicant may choose to insert individually revised sheets into all sets.

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**



November 21, 2016

**NOTICE OF PUBLIC HEARING**

RE: Request by Ziyad Aleissa, on behalf of Warren & Carter, Inc., for a Conditional Use to allow the establishment of an Automobile Sales facility to operate on the property zoned "B-2" Community Business District located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852. (Ziyad Aleissa/Warren & Carter, Inc., Applicant/Owner).

Dear Property Owner:

A public hearing will be held on Monday, December 5, 2016 at 1:30 p.m., before the City Planning Commission in the Council Chamber, First Floor, 345 High Street, Hamilton, Ohio 45011 over a Conditional Use request submitted by Ziyad Aleissa, on behalf of Warren & Carter, Inc., for a Conditional Use to allow the establishment of an Automobile Sales facility to operate on the property zoned "B-2" Community Business District located at 2044 Dixie Highway (aka 2021 S. Erie Blvd.) on City Lot No. 10852.

The subject property is zoned "B-2" Community Business District and is shown on the map on the reverse of this notice. The "B-2" Community Business Zoning District is regulated by Section 1121.00 of the Hamilton Zoning Ordinance (HZO). Section 1121.39.27 of the HZO requires Conditional Use approval for an Automobile Sales facility use in the "B-2" zoning district, therefore recommendation from the Planning Commission and approval from City Council is required in order to allow this proposed use.

You are a property owner within 500 feet of the Conditional Use request and as such, Planning Commission rules require that you be notified of this public hearing.

An application for this project is on file in our office and available for your review. If you have any comments concerning this matter, you may appear at the public hearing or you may forward your comments to the Planning Commission in writing for presentation at the meeting.

If you have any questions, please visit the Community Development Department located at 345 High Street, Hamilton, Ohio, or contact **John Creech** of the Community Development Department at **785-7350**.

Sincerely,

A handwritten signature in blue ink that reads "Eugene F. Scharf". The signature is written in a cursive style with a long horizontal stroke at the end.

Eugene F. Scharf, Secretary  
City Planning Commission

**See Reverse Side for Public Hearing Notification Map**

CECIL A SIZEMORE SR  
DELLA SIZEMORE  
1010 BELLE AVE  
HAMILTON OH 45015 1608

KAREN PATRICK  
1019 EMERY AVE  
HAMILTON OH 45011 4113

PAULA A STOCKHOFF  
1020 EMERY AVE  
HAMILTON OH 45011 4114

JAMES T CRAMER  
1022 EMERY AVE  
HAMILTON OH 45011 4114

MARY SUE GABBARD  
1024 BELLE AVE  
HAMILTON OH 45015 1608

ANA A PADILLA  
1027 EMERY AVE  
HAMILTON OH 45011 4113

LILA S SMITH  
1029 EMERY AVE  
HAMILTON OH 45011 4113

DAVID D AND DENISE F ORREN  
1038 BELLE AVE  
HAMILTON OH 45015 1608

MIGUEL A AGUILA BERILLO  
1098 PILGRIM PL  
CINCINNATI OH 45244

MALLOUH J AKKAWI  
1118 IMPRINT LN  
CINCINNATI OH 45240 2306

COLLINS REFRIGERATION-HEATING  
AND AIR CONDITIONING  
2030 S ERIE BLVD  
HAMILTON OH 45011 4124

MAGDALENA MARTINEZ  
2089 DIXIE HWY  
HAMILTON OH 45015

DR LAWRENCE L BAUM  
2099 DIXIE HWY  
HAMILTON OH 45011 4109

THOMAS P SPADAFORA  
2105 DIXIE HWY  
FAIRFIELD OH 45014 4111

DARRYL J BLANKENSHIP TR  
2107 DIXIE HWY  
HAMILTON OH 45011 4111

NBJJ LLC  
2124 DIXIE HWY  
HAMILTON OH 45011 4112

ROBERTO URIARTE  
2127 DIXIE HWY  
HAMILTON OH 45011 4111

MULTINICKS INC  
241 HEATHWOOD LN  
HAMILTON OH 45013 4026

TIA REAL ESTATE HOLDINGS LLC  
2503 E BROAD ST  
COLUMBUS OH 43209

TNS WILSON LLC  
C/O TIMOTHY A WILSON  
30 WEYMOUTH PL  
FAIRFIELD OH 45014 5332

MILGO HAMILTON PROPERTIES LTD  
C/O PAUL M KONNERSMAN  
33 INTERPID CIR Apt 404  
MARBLEHEAD MA 01945

PENSCO TRUST COMPANY  
33 INTRIPED CIR #404  
MARBLEHEAD MA 01945

RIVERFRONT RESTAURANTS INC  
% RALLY'S # 108  
4119 GLENWAY AVE  
CINCINNATI OH 45205

JUDITH A HALCOMB  
465 N D ST  
HAMILTON OH 45013 3117

VIVIAN CROOKS  
5165 WABASH DR  
FAIRFIELD OH 45014 2455

BOARD OF EDUCATION  
HAMILTON CITY SCHOOLS  
533 DAYTON ST  
HAMILTON OH 45011 3455

DARELL HERSHNER  
5673 KRYSTAL CT  
CINCINNATI OH 45252 4601

BENJAMIN L JENSEN  
5806 COUNTRY VIEW DR  
HAMILTON OH 45011 2343

CHICKEN LITTLE REAL ESTATE LLC  
6389 QUAIL HOLLOW RD STE 101  
MEMPHIS TN 38120

LOUIS AND KAREN METRO FAMILY LLC  
64 WEST ELANOR DR  
SPRINGBORO OH 45066

PATRICIA KEITH  
7788 MORRIS RD  
HAMILTON OH 45011 8040

HOMAYON SABER MOTAMEDI  
MICHELLE SABER MONTAMEDI  
815 LOS CIERVOS  
ARROYO GRANDE CA 93420 1430

ANNA MARIA ISGRO  
8638 CANDLEWICK LN  
PORT RICHEY FL 34668 5705

SECURE EZ STORAGE LLC  
8785 APALACHEE DR  
CINCINNATI OH 45249

WARREN & CARTER INC  
9541 SE 49TH TER #249  
WEBSTER FL 33597

BCAN LLC  
PO Box 13117  
HAMILTON OH 45013 0117

ANNA MARIE ISGRO  
PO BOX 482  
PORT RICHEY FL 34673

ZIYAD ALEISSA  
305 DEERCREEK DRIVE  
AMELIA, OH 45102



December 6, 2016

Mr. Ziyad Aleissa  
30 Deercreek Drive  
Amelia, Ohio 45102

**RE: Conditional Use – 2021 South Erie Blvd (aka 2044 Dixie Hwy), City Lot No. 10852, Hamilton, Ohio 45011**

Dear Mr. Aleissa:

On December 5, 2016 the City of Hamilton Planning Commission reviewed and has recommended denial to the Hamilton City Council your request for a Conditional Use to establish an Automobile Sales Facility on property zoned B-2 Community Business District located at 2021 South Erie Blvd (aka 2044 Dixie Hwy), City Lot No. 10852, Hamilton, Ohio 45011.

After reviewing the Conditional Use application, site plan, written description of the project 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 2021 South Erie Blvd (aka 2044 Dixie Hwy), City Lot No. 10852, Hamilton, Ohio 45011 based upon a review and findings of Section 1155.30 C. - Conditional Use Review Criteria – General Standards #5, #7, and #9 for the following reasons listed below:

The findings are as follows:

1. #5 - 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. The site plan submitted by the applicant indicates that the southern-most driveway onto South Erie Boulevard will remain open however, the proposed 10 foot setback (landscaping area) and the proposed vehicle display area appear to impede the passage of automobiles on the south-side of the building. It is recommended that the southern-most driveway onto South Erie Boulevard be eliminated. As currently designed vehicles entering the driveway from South Erie Boulevard would have to back-out onto South Erie Blvd in order to exit.
2. #7 - The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses. The site plan submitted by the applicant indicates approximately 62 designated vehicular display parking spaces and a looping one way driveway aisle with several tight turning points. The number of proposed

vehicle display spaces and tight turning radii (radiuses) could create a hazardous on-site situation and lead to customers parking on adjacent properties to avoid the constricted access and turning situation.

3. #9 - The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The site plan submitted by the applicant indicates approximately 62 designated vehicular display parking spaces and a looping one way driveway aisle with several tight turning points. The number of proposed vehicle display spaces and tight turning radii (radiuses) could create impede the normal and orderly development and improvement of the surrounding properties by way of customer parking on adjacent properties to avoid the driveway and turning issues on the subject property.

The Hamilton City Council will review the recommendation of the Planning Commission with respect to your Conditional Use application on the following dates:

January 11, 2017 at 6PM – First Reading  
January 25, 2017 at 6PM - Second Reading

You may appear at both scheduled meetings and may speak during Audience of Citizens portion of the City Council Agenda.

If you have any questions, please call 513-785-7350 or email me directly at [john.creechj@hamilton-oh.gov](mailto:john.creechj@hamilton-oh.gov).

Respectfully,



John Creech  
Senior Planner

c: Warren & Carter Inc.  
Susan Stretch

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DENYING A REQUEST FOR A CONDITIONAL USE TO ALLOW THE ESTABLISHMENT OF AN AUTOMOBILE SALES FACILITY TO OPERATE ON THE PROPERTY ZONED "B-2" COMMUNITY BUSINESS DISTRICT LOCATED AT 2044 DIXIE HIGHWAY (AKA 2021 S. ERIE BLVD.) ON CITY LOT NO. 10852. (Ziyad Aleissa/Warren & Carter, Inc., Applicant/Owner).**

WHEREAS, An application has been submitted by Ziyad Aleissa for a Conditional Use to allow for the establishment of an Automobile Sales facility to operate on property zoned B-2 Community Business District, located at 2044 Dixie Highway (aka 2021 S. Erie Boulevard) on City Lot No. 10852, and

WHEREAS, Section 1121.39.27 of the Hamilton Zoning Ordinance classifies an Automobile Sales facility 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 2044 Dixie Highway (aka 2021 S. Erie Boulevard) on City Lot No. 10852 on December 5, 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 2044 Dixie Highway (aka 2021 S. Erie Boulevard) on City Lot No. 10852 based upon a review and findings of Section 1155.30 C. - Conditional Use Review Criteria – General Standards #5, #7, and #9 for the following reasons listed below:

The findings are as follows:

1. 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
2. The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses; and
3. 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 2044 Dixie Highway (aka 2021 S. Erie Boulevard) on City Lot No. 10852 for the following reasons:

1. 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
2. The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses; and
3. The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Ordinance No. \_\_\_\_\_ (Cont'd)

SECTION II: This ordinance shall take effect and be in full force from and after the earliest period allowed by law 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:** Nicholas Garuckas, City Clerk

**Agenda Item:** Amending and supplementing OR2016-12-126 that made appropriations for current expenses and other expenditures of the City of Hamilton, Ohio, during the fiscal year ending in December 31, 2017.

<b>Approvals/Reviews</b> <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	<b>Related Strategic Goal(s)</b> <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<b>Ordinance or Resolution</b> <i>Emergency Ordinance</i>	1 <sup>st</sup> Reading Date: 1-11-17 2 <sup>nd</sup> Reading Date: 1-11-17 Public Hearing Date:	
<b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i>	<b>City Council (or other):</b> City Council Meetings 12-14-16 & 12-21-16 for OR2016-12-126	
<b>Contract</b>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<b>Fiscal Impact</b>	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 amending and supplementing OR2016-12-126 that made appropriations for current expenses and other expenditures of the City of Hamilton, Ohio, during the fiscal year ending in December 31, 2017 in order to attach and incorporate Exhibit No. 1?

### Policy Alternative(s)

Council may choose not to adopt such legislation amending and supplementing OR2016-12-126 that made appropriations for current expenses and other expenditures of the City of Hamilton, Ohio, during the fiscal year ending in December 31, 2017. If not adopted, Exhibit No. 1 will not be attached to OR2016-12-126.

### Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation amending and supplementing OR2016-12-126 that made appropriations for current expenses and other expenditures of the City of Hamilton, Ohio, during the fiscal year ending in December 31, 2017 in order to attach and incorporate Exhibit No. 1 as Exhibit No. 1 was inadvertently not attached to the Ordinance as originally intended.



**Statutory/Policy Authority**

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

**Fiscal Impact Summary**

None of the information in OR2016-12-126 will be altered, rather more detail will be provided regarding the appropriations of the 2017 Budget in the form of Exhibit No. 1.

**Background Information**

When OR2016-12-126 was finalized for City Council's consideration, Exhibit No. 1 was inadvertently not attached to the final version of the Ordinance. This legislation seeks to correct this issue, by amending and supplementing OR2016-12-126 in order to include Exhibit No.1 only, so that it may be included in the final Ordinance available to City Council and the public. The only change to OR2016-12-126 is to attach and incorporate Exhibit No. 1 as was originally intended, no funds are being altered at this time and the effective date of the Ordinance will be made retroactive from the date that OR2016-12-126 went into effect.

**Attached Information**

N/A

**Copies Provided to:**

N/A



**EMERGENCY ORDINANCE NO. \_\_\_\_\_**

**AN EMERGENCY ORDINANCE AMENDING AND SUPPLEMENTING OR2016-12-126, WHICH MADE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF HAMILTON, OHIO, DURING FISCAL YEAR ENDING IN DECEMBER 31, 2017.**

WHEREAS, Ordinance No. OR2016-12-126 was adopted on December 21, 2016 making appropriations for current expenses and other expenditures of the City of Hamilton, Ohio, during the fiscal year ending in December 31, 2017; and

WHEREAS, OR2016-12-126 references Exhibit No. 1, which was inadvertently not attached to the Ordinance; and

WHEREAS, upon discovery that Exhibit No. 1 was no included, it was determined that legislation was required to attach and incorporate Exhibit No. 1 to OR2016-12-126; and

WHEREAS, Council now wishes to amend and supplement OR2016-12-126 to attach and incorporate Exhibit No. 1 and make it retroactive to the date that OR2016-12-126 went into effect, that date being December 21, 2016, to allow for continued orderly administration of the municipal government and to provide continuity of funding for necessary governmental services; 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 providing for the continuous orderly operation of the municipal government and to provide continued funding for necessary governmental services.

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

SECTION I: That the existing Ordinance No. OR2016-12-126 adopted on December 21, 2016 is hereby amended and supplemented solely to attach and incorporate Exhibit No. 1 as it is attached hereto.

SECTION II: That all other portions of OR2016-12-126 remain in full force and effect.

SECTION III: That this ordinance shall be **effective retroactively to December 21, 2016.**

SECTION IV: 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 the earliest period allowed by law after its passage.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_

City Clerk

**CERTIFICATE**

I, Nicholas Garuckas, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing 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: \_\_\_\_\_

\_\_\_\_\_  
**Nicholas Garuckas, City Clerk**  
**CITY OF HAMILTON, OHIO**

**EXHIBIT NO. 1****GENERAL FUND**

<b>FUND</b>	<b>PERSONNEL SERVICES</b>	<b>NON-PERSONNEL SERVICES</b>	<b>TOTAL</b>
100 GENERAL	33,203,718	12,376,210	45,579,928
<b>TOTAL GENERAL FUND</b>	<b>\$33,203,718</b>	<b>\$12,376,210</b>	<b>\$45,579,928</b>

**SPECIAL REVENUE FUNDS**

<b>FUND</b>	<b>PERSONNEL SERVICES</b>	<b>NON-PERSONNEL SERVICES</b>	<b>TOTAL</b>
200 ONE RENAISSANCE CENTER FUND	0	2,511,100	2,511,100
207 HAMILTON COURT SPECIAL PROJECTS	0	69,000	69,000
208 HAMILTON COURT SP PROJ FD	0	29,250	29,250
210 PUBLIC SAFETY/HEALTH INCOME TAX FUND	0	3,370,450	3,370,450
211 ROUNDING UP UTILITY ACCOUNT	0	1,500	1,500
212 HAMILTON MUNICIPAL COURT CAP IMP	0	84,425	84,425
215 HAMILTON CAP IMP AND DEBT SERVICE	0	4,680,050	4,680,050
221 DISPUTE RESOLUTION PROG.FUND	0	1,000	1,000
225 JUSTICE ASSISTANCE GRANT	0	29,334	29,334
227 LAND REUTILIZATION FUND	50,000	515,000	565,000
231 LAW ENFORCEMENT TRUST	0	26,600	26,600
235 PUBLIC SAFETY SPEC PROJ	35,000	43,460	78,460
238 PROBATION SERVICES	248,070	14,300	262,370
240 DRUG LAW ENFORCEMENT TRUST	0	79,000	79,000
241 DUI ENFORCEMENT & EDUCATION TRUST	0	3,500	3,500
242 INDIGENT DRIVERS ALCOHOL TRUST	0	50,000	50,000
246 POLICE PENSION FUND	0	230,000	230,000
249 POLICE LEVY FUND	0	720,000	720,000
250 FIREMENS' PENSION FUND	0	230,000	230,000
251 EMERGENCY MED SERV GRANT	0	2,500	2,500
252 CHARTER FIRE FORCE FUND	0	755,000	755,000
253 FIRE EMS LEVY FUND	0	720,000	720,000
260 IMMUNIZATION ACTION PLAN GRANT	60,583	29,000	89,583
261 KATHRYN WEILAND TRUST FUND	0	280	280
279 STORMWATER MANAGEMENT FUND	860,559	7,534,880	8,395,439
280 REFUSE FUND	615,784	3,929,720	4,545,504
281 STREET MAINTENANCE FUND	1,311,896	1,879,900	3,191,796
283 CONVENTION & VISITORS BUREAU FUND	0	95,000	95,000
550 PARKING FUND	135,011	270,749	405,760
551 PARKING FUND CAPITAL IMP FUND	0	0	0
560 GOLF FUND	527,753	756,154	1,283,907
<b>TOTAL SPECIAL REVENUE</b>	<b>\$3,844,656</b>	<b>\$28,661,152</b>	<b>\$32,505,808</b>

Ordinance No. \_\_\_\_\_ (cont'd)

**CAPITAL PROJECT FUNDS**

<b>FUND</b>	<b>PERSONNEL SERVICES</b>	<b>NON-PERSONNEL SERVICES</b>	<b>TOTAL</b>
301 SPECIAL ASSESSMENTS	0	1,042,001	1,042,001
303 LOWES MITIE TALAWANDA FUND	0	104,000	104,000
304 WALMART MITIE HAMILTON FUND	0	187,000	187,000
307 ISSUE II PROJECT FUND	0	2,000,000	2,000,000
308 MATANDY STEEL MPITIE FUND	0	51,000	51,000
309 ROBINSON SCHWENN MPITIE FUND	0	4,600	4,600
311 INFRASTRUCTURE RENEWAL PROGRAM	0	5,218,260	5,218,260
348 RIDS - MPITIE CITYWIDE DISTRICT	0	400,000	400,000
349 RIDS - MPITIE NORTH DISTRICT	0	17,400	17,400
350 RIDS - MPITIE SOUTH DISTRICT	0	36,400	36,400
351 QUALITY PUBLISHING MPITIE FUND	0	10,700	10,700
352 SHOPPES @ HAMILTON MPITIE FUND	0	143,000	143,000
353 HISTORIC DEVELOPERS (MERCANTILE)	0	28,300	28,300
354 TIPPAN PROPERTIES MPITIE FUND	0	2,700	2,700
355 NETUREN MANUFACTURING TIF	0	60,900	60,900
356 CHAMPION MILL SPORTS COMPLEX TIF	0	2,800,000	2,800,000
357 MIXED USE DEVELOPMENT SODA TIF	0	2,000,000	2,000,000
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$0</b>	<b>\$14,106,261</b>	<b>\$14,106,261</b>

**DEBT SERVICE FUND**

<b>FUND</b>	<b>PERSONNEL SERVICES</b>	<b>NON-PERSONNEL SERVICES</b>	<b>TOTAL</b>
775 SINKING FUND	0	4,354,355	4,354,355
<b>TOTAL DEBT SERVICE</b>	<b>\$0</b>	<b>\$4,354,355</b>	<b>\$4,354,355</b>

**ENTERPRISE FUNDS  
UTILITY OPERATING FUNDS**

<b>FUND</b>	<b>DEPARTMENT</b>	<b>PERSONNEL SERVICES</b>	<b>NON-PERSONNEL SERVICES</b>	<b>TOTAL</b>
501 GAS		2,424,150	25,441,350	27,865,500
502 ELECTRIC		9,515,600	73,536,000	83,051,600
503 WATER		2,951,000	10,715,500	13,666,500
504 WASTEWATER		2,383,993	10,370,007	12,754,000
<b>TOTAL UTILITY OPERATING FUNDS</b>		<b>\$17,274,743</b>	<b>\$120,062,857</b>	<b>\$137,337,600</b>

Ordinance No. \_\_\_\_\_ (cont'd)

### UTILITY CAPITAL FUNDS

FUND	PERSONNEL SERVICES	NON-PERSONNEL SERVICES	TOTAL
512 GAS CONSTRUCTION FUND	0	1,534,000	1,534,000
515 GAS CAPITAL IMPROVEMENT FUND	0	1,548,166	1,548,166
524 HYDROELECTRIC OPR TNS FUND	1,568,343	10,000	1,578,343
525 ELECTRIC CAPITAL IMPROVEMENT FUND	0	9,433,372	9,433,372
526 ELECTRIC RATE STABILIZATION	0	7,500,000	7,500,000
527 ELECTRIC SYSTEM RESERVE	0	21,452,819	21,452,819
531 WATER CONSTRUCTION FUND	0	4,000,000	4,000,000
535 WATER CAPITAL IMPROVEMENT FUND	0	2,493,750	2,493,750
536 WATER RATE STABILIZATION FUND	0	0	0
541 WASTEWATER CONSTRUCTION FUND	115,138	1,436,000	1,551,138
545 WASTEWATER CAPITAL IMPROVEMENT FUND	0	2,038,250	2,038,250
<b>TOTAL UTILITY CAPITAL FUNDS</b>	<b>\$1,683,481</b>	<b>\$51,446,357</b>	<b>\$53,129,838</b>

### UTILITY BOND SERVICE FUNDS

FUND	PERSONNEL SERVICES	NON-PERSONNEL SERVICES	TOTAL
518 GAS BOND SERVICE FUND	0	436,050	436,050
528 92 ELECTRIC BOND SERVICE FUND	0	2,482,759	2,482,759
538 WATER BOND SERVICE FUND	0	2,065,000	2,065,000
548 WASTEWATER BOND SERVICE FUND	0	3,995,000	3,995,000
<b>TOTAL UTILITY BOND SERVICE FUNDS</b>	<b>\$0</b>	<b>\$8,978,809</b>	<b>\$8,978,809</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$18,958,224</b>	<b>\$180,488,023</b>	<b>\$199,446,247</b>

### INTERNAL SERVICE FUNDS

FUND	DEPARTMENT	PERSONNEL SERVICES	NON-PERSONNEL SERVICES	TOTAL
610 FLEET MAINTENANCE		895,974	1,708,237	2,604,211
620 CENTRAL SERVICES		5,095,877	3,299,653	8,395,530
640 CENTRAL BENEFITS		0	551,848	551,848
650 ECONOMIC BUDGET STABILIZATION FUND		0	400,000	400,000
<b>TOTAL INTERNAL SERVICE FUNDS</b>		<b>\$5,991,851</b>	<b>\$5,959,738</b>	<b>\$11,951,589</b>

### TRUST AND AGENCY FUNDS

FUND	DEPARTMENT	PERSONNEL SERVICES	NON-PERSONNEL SERVICES	TOTAL
715 UNCLAIMED MONIES FUND		0	25,000	25,000
730 BENNINGHOFFEN		0	500	500
<b>TOTAL TRUST &amp; AGENCY FUNDS</b>		<b>\$0</b>	<b>\$25,500</b>	<b>\$25,500</b>
<b>GRAND TOTAL ALL FUNDS</b>		<b>\$61,998,449</b>	<b>\$245,971,239</b>	<b>\$307,969,688</b>

Ordinance No. \_\_\_\_\_ (cont'd)

**THE FUND APPROPRIATIONS INCLUDE THESE TRANSFER LIMITS:**

Into the Hamilton Cap Imp and Debt Service Fund - 215 Out of the General Fund - 100	820,000
Into the Land Reutilization Fund - 227 Out of the General Fund - 100	65,000
Into the Drug Law Enforcement Trust Fund - 240 Out of the General Fund - 100	5,000
Into the Infrastructure Renewal Program Fund - 311 Out of the General Fund - 100	800,000
Into the Sinking Fund - 775 Out of the One Renaissance Center Fund - 200	1,482,100
Into the Parking Fund - 550 Out of the Hamilton Cap Imp and Debt Service Fund - 215	56,344
Into the Golf Fund - 560	96,054
Into the Sinking Fund - 775	2,444,652
Into the Infrastructure Renewal Program Fund - 311 Out of the Street Maintenance Fund - 281	300,000
Into the Sinking Fund - 775 Out of the Special Assessments Fund - 301	190,153
Into the Infrastructure Renewal Program Fund - 311 Out of the Lowes MITIE Talawanda Fund - 303	40,100
Into the Infrastructure Renewal Program Fund - 311 Out of the Walmart MITIE Hamilton Fund - 304	50,500
Into the Infrastructure Renewal Program Fund - 311 Out of the Matandy Steel MPITIE Fund - 308	35,600
Into the Sinking Fund - 775 Out of the Infrastructure Renewal Program Fund - 311	237,450
Into the Infrastructure Renewal Program Fund - 311	120,300

Into the Infrastructure Renewal Program Fund - 311	42,000
Out of the Shoppes @ Hamilton MPITIE Fund - 352	
Into the Infrastructure Renewal Program Fund - 311	7,790
Out of the Historic Developers (Mercantile) Fund - 353	
Into the Infrastructure Renewal Program Fund - 311	770
Out of the Tippman Properties MPITIE Fund - 354	
Into the Infrastructure Renewal Program Fund - 311	16,720
Out of the Neturen Manufacturing TIF Fund - 355	
Into the Gas Capital Improvement Fund - 515	1,547,300
Out of the Gas Utility Fund - 501	
Into the Gas Bond Service Fund - 518	436,600
Out of the Gas Utility Fund - 501	
Into the Electric Capital Improvement Fund - 525	1,199,250
Out of the Electric Utility Fund - 502	
Into the Electric Bond Service Fund - 528	2,175,000
Out of the Electric Utility Fund - 502	
Into the Water Capital Improvement Fund - 535	1,619,500
Out of the Water Utility Fund - 503	
Into the Water Bond Service Fund - 538	1,875,000
Out of the Water Utility Fund - 503	
Into the Wastewater Capital Improvement Fund - 545	1,423,000
Out of the Wastewater Utility Fund - 504	
Into the Wastewater Bond Service Fund - 548	3,800,000
Out of the Wastewater Utility Fund - 504	
Into the Electric Utility Fund - 502	7,500,000
Out of the Electric Rate Stabilization Fund - 526	
Into the Electric Capital Improvement Fund - 525	8,152,819
Out of the Electric System Reserve Fund - 527	
Into the Electric Rate Stabilization Fund - 526	7,500,000
Out of the Electric System Reserve Fund - 527	

Ordinance No. \_\_\_\_\_ (cont'd)

**THE FUND APPROPRIATIONS INCLUDE THESE RETURN OF ADVANCE LIMITS:**

Into the Central Benefits Fund - 640	551,848
Out of the Special Assessments Fund - 301	

**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:** Legislation to amend existing Schedule “A” of the City’s Classification and Compensation Plan as set forth in Ordinance No. OR2016-1-4, adopted January 13, 2016, to provide for salary increases

<p><b>Approvals/Reviews</b> <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><b>Related Strategic Goal(s)</b></p> <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Emergency Ordinance</i></p>	<p>1<sup>st</sup> Reading Date: 1/11/17            2<sup>nd</sup> Reading Date: 1/11/17            Public Hearing Date:</p>	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council</b> (or other):</p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p><b>Fiscal Impact</b></p>	<p>Budgeted: 2017</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>
	<p>Expenditure:</p>	
	<p>Source Funds: Various Funds</p>	

**Policy Issue**

Does City Council wish to amend existing Schedule “A” of the City’s Classification and Compensation Plan as set forth in Ordinance No. OR2016-1-4, adopted January 13, 2016, to provide a 2% salary increase to the employees in Schedule “A”?

**Policy Alternative(s)**

City Council can decide not to amend said Classification and Compensation Plan.

**Staff Recommendation**

It is the recommendation of this office that Council receive this report and adopt an Ordinance to amend existing Schedule “A” to provide for said salary increases.

**Statutory/Policy Authority**

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



**Fiscal Impact Summary**

The net General Fund impact of this increase is approximately \$57,055 after General Fund allocations and the non-General Fund impact is approximately \$189,282 for a grand total of about \$246,337 including taxes and benefits. As part of the 2017 Adopted Budget a 2% rate increase was calculated for Schedule A employees using the City's position budgeting tool.

**Background Information**

The employees covered by Schedule A of the City of Hamilton's Classification and Compensation Plan have received only two across the board wage increases since July of 2007 due to adverse economic conditions in the nation and the region, and the resulting severe negative impact on the City's budget. The 2017 General Fund Budget is structurally balanced and economic conditions in the City are cautiously stable. Therefore, the City Manager and City Administration recommend to Council that the employees in Schedule A be provided an across the board wage increase of 2%.

These salary increases will take effect retroactive to January 1, 2017 and will be paid in the check issued January 27, 2017

In order to accomplish these actions it is necessary to amend Schedule A.

**Attached Information**

N/A

**Copies Provided to:**

N/A



EMERGENCY ORDINANCE NO. \_\_\_\_\_

**AN EMERGENCY ORDINANCE AMENDING AND SUPPLEMENTING SCHEDULE "A" OF THE CLASSIFICATION AND COMPENSATION PLAN OF THE CITY OF HAMILTON, OHIO, AS SET FORTH IN EMERGENCY ORDINANCE NO. EOR2016-1-4, ADOPTED JANUARY 13, 2016, AND AS AMENDED FROM TIME TO TIME, RELATIVE TO SALARIES FOR CERTAIN CITY EMPLOYEES, AND REPEALING EXISTING SCHEDULE "A" AS SET FORTH IN SAID ORDINANCE.**

WHEREAS, upon the recommendation of the City Administration, Council wishes to grant a two-percent (2%) general salary increase, to those City employees who are not a member of any Collective Bargaining Unit as listed in Schedule "A" of the City's Classification and Compensation Plan; and

WHEREAS, these salary increases will take effect retroactive to January 1, 2017 and will be paid in the paycheck issued on January 27, 2017; and

WHEREAS, it will be necessary to amend existing Schedule "A" of the City's Classification and Compensation Plan, as set forth in Emergency Ordinance No. EOR2016-1-4 to effectuate the aforesaid salary increase; 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 providing for the continuous operation of the municipal government.

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

SECTION I: That Schedule "A" of the Classification and Compensation Plan of the City of Hamilton, Ohio, as set forth in Emergency Ordinance No. EOR2016-1-4, adopted January 13, 2016, be and the same is hereby amended to grant a two percent (2%) increase and these salary increases shall take effect retroactive to January 1, 2017 These amendments are set forth in detail in Exhibit No. 1, the ***Alphabetical Index of Classifications – Salary and Hourly – Schedule A*** and Exhibit No. 2, the ***Salary Rates – Schedule A – Effective January 1, 2017***, both of which Exhibits are attached hereto, incorporated herein by reference and made a part hereof.

SECTION II: That the salaries set forth in Schedule "A" as set forth in Emergency Ordinance No. EOR-2016-1-4, adopted January 13, 2016, **be and the same are hereby repealed, effective January 1, 2017.**

SECTION III: 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 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, 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: \_\_\_\_\_

\_\_\_\_\_  
**Nicholas Garuckas City Clerk  
CITY OF HAMILTON, OHIO**

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

**EXHIBIT NO. 1**

**ALPHABETICAL INDEX  
OF  
CLASSIFICATIONS  
SALARY AND HOURLY: SCHEDULE A**

<b>Code</b>	<b>Classification</b>	<b>Range</b>
2015	Accountant	39
2016	Accountant II	43
45	Accounting Clerk II	26
2010	Accounting Specialist	28
2083	Accounts Supervisor	34
301	Administrative Assistant for Gas and Water Systems	41
231	Administrative Assistant for Staff Services	42
1030	Administrative Assistant to the City Manager	42
5070	Administrative Engineer	53
1010	Administrative Secretary	28
1040	Administrative Specialist I	34
1050	Administrative Specialist II	40
1060	Administrative Specialist III	46
1070	Administrative Specialist IV	51
1082	Administrator of Business Development	59
1117	Application Support Specialist	41
1090	Assistant City Manager	62
1032	Assistant to the City Manager	42
60	Assistant to the City Clerk	20
3111	Assistant Director of Community Development/Public Health Administrator	53
6179	Assistant Director of Electric	62
5155	Assistant Director of Public Works	59
6251	Assistant Electric Distribution Superintendent	52
6210	Assistant Electric Power Systems Superintendent	52
6190	Assistant Electric Production Superintendent	50
2112	Assistant Finance Director	59
6278	Assistant Gas and Water Distribution Superintendent	47
6228	Assistant Hydroelectric Plant Superintendent	45
1190	Assistant Law Director (Full Time)	53
1191	Assistant Law Director (Part Time)	46
1192	Assistant Law Director – Labor and Employment Counsel	59
6081	Assistant Manager of Transmission and Distribution Operations	58
4040	Assistant Parks and Recreation Director	53
6290	Assistant Public Utilities Director	70
5130	Assistant Streets and Sewers Superintendent	45
6130	Assistant Water Reclamation Facility Superintendent	47
6150	Assistant Water Production Superintendent	47

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

1124	Associate Analyst	34
3060	Associate City Planner	39
5040	Associate Civil Engineer	42
1100	Associate Computer Programmer	34
6060	Associate Electric Engineer	42
5010	Associate Engineering Technician	32
6040	Associate Utilities Engineering Technician	32
4035	Athletics and Recreation Supervisor	46
2019	Budget Analyst	46
2113	Budget and Evaluation Manager	54
99	Building Systems Crew Leader	30
2055	Building Systems Supervisor	33
379	Chief Electric Engineer	59
1033	Chief of Staff	59
1220	City Clerk	31
5080	City Engineer	59
9000	City Manager	79
5050	Civil Engineer	48
211.1	Civil Engineer II	35
5115	City Garage Superintendent	54
1160	Civil Service and Personnel Director	61
8081	Clerk of Municipal Court	32
2080	Collection Supervisor	37
2030	Commissioner of Taxation	48
7025	Community Service Unit Supervisor	19
3005	Community Technician	22
2050	Comptroller	54
6090	Computer Network Support Specialist	36
1105	Computer Programmer	38
1110	Computer Systems Analyst	45
6097	Computer Systems Engineer	45
4008	Concessions and Tournament Manager	30
5083	Construction Administrator	50
3090	Construction Services Supervisor	48
8024	Corrections Officer Manager	40
8023	Corrections Officer Supervisor	38
6310	Customer Relations Manager	59
2090	Customer Service Administrator	46
27	Customer Service Manager	34
2092	Customer Service Superintendent	51
2085	Customer Service Supervisor	37
27	Customer Services/Data Processing Manager	41
1210	Deputy City Clerk	15
8099	Deputy City Manager/Director of General Operations	72

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

44	Deputy Director of Finance	41
6296	Deputy Public Utilities Director	61
3108	Director of Community Development	61
68	Director of Economic Development	45
3150	Director of Economic and Community Development	61
1092	Director of Economic Initiatives/Assistant City Manager	62
6180	Director of Electric	66
1083	Director of Employee Relations	47
6177	Director of Energy Management and Utility Business Affairs	61
1025	Director of Human Resources	70
1122	Director of Information Technology	62
6303	Director of Project Implementation	76
8442	Director of Public Safety	66
1037	Director of Resident Services	59
1094	Director of Strategic Initiatives/Assistant City Manager	62
1096	Director of Strategy and Information	59
6287	Director of Underground Utilities	66
382	Director of Utilities	49
6109	Director of Utilities Engineering	66
6175	Director of Utilities Infrastructure Services	61
1027	Diversity and Inclusion Coordinator	36
3130	Economic Development Administrator	49
3140	Economic Development Director	67
3120	Economic Development Specialist	41
3125	Economic Development Specialist II	45
6250	Electric Distribution Superintendent	57
6240	Electric Distribution Supervisor	51
6070	Electric Engineer	48
6220	Electric Power Systems Superintendent	57
6200	Electric Production Superintendent	57
6085	Electric Transmission and Distribution Engineer	51
6111	Electrical Utilities Engineering Manager	54
6173	Energy Management Administrator	60
1079	Engineering Project Manager	58
5030	Engineering Surveyor	41
5020	Engineering Technician	37
6119	Environmental Technician and Compliance Specialist	37
1009	Executive Administrative Coordinator	34
1020	Executive Secretary to the City Manager	34
6075	Field Service Superintendent	55
6078	Field Service Supervisor	47
2110	Finance Director	64
8070	Fire Chief	65
418	Fire Division Civilian Employee	31

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

8035	Fire Prevention Assistant	23
5110	Fleet Maintenance Superintendent	54
6270	Gas and Water Distribution Engineer	48
6260	Gas and Water Distribution Supervisor	45
6255	Gas and Water Inspector	34
6102	GIS Administrator	54
6100	GIS Specialist	41
4010	Golf Course Maintenance Supervisor	32
4012	Golf Course Operations Manager	41
604	Golf Professional	
4020	Golf Superintendent	45
7030	Health Director	58
7011	Health Technician Employee	15
7012	Home Health Aide	22
1172	Human Relations Assistant	29
1026	Human Resources Generalist	41
390	Hydroelectric Plant Manager	34
6230	Hydroelectric Plant Superintendent	57
2020	Income Tax Auditor	39
19	Information Systems Manager	42
1120	Information Technology Administrator	59
3145	Innovation Officer	46
397	Junior Programmer	26
108	Laborer	8
1080	Labor Relations/Risk Management Administrator	47
1200	Law Director	65
6108	Maintenance Planner/CMMS Coordinator	46
6176	Manager of Energy Operations	51
6229	Manager of Hydroelectric Plant Operations	59
6189	Manager of Power Plant Operations	59
6083	Manager of Transmission and Distribution Operations	59
6174	Manager of Utilities Services	59
6020	Meter Reading Superintendent	39
6010	Meter Reading Supervisor	34
6005	Meter Shop Supervisor	38
6082	Municipal Arborist/Urban Forester	55
84	NDP Specialist	31
3050	Neighborhood Development Administrator	51
3049	Neighborhood Development Coordinator	39
3030	Neighborhood Development Specialist	41
1180	Paralegal/Legislative Specialist	41
169	Parking Crew Leader	24
5085	Parking Facilities Supervisor	28
4050	Parks and Recreation Director	61

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

4039	Parks and Recreation Superintendent	50
4030	Parks Maintenance Supervisor	37
4032	Parks Supervisor	46
1150	Personnel Analyst	41
1130	Personnel Assistant	25
1140	Personnel Specialist	34
3078	Planning and Zoning Specialist	40
3092	Plans Examiner I	50
3100	Plans Examiner II	52
6192	Plant Maintenance Supervisor	46
6183	Plant Supervisor	44
8050	Police Chief	65
8025	Police Civilian Desk Officer	31
8032	Police Civilian Employee	31
8010	Police Records Clerk	31
8020	Police Records Supervisor	38
3065	Preservation Planner	41
1038	Program Coordinator for Volunteers and RiversEdge Amphitheater	28
1075	Project Manager	46
7020	Public Health Nursing Administrator	48
7015	Public Health Sanitarian	38
8045	Public Safety Communications Manager	40
428	Public Safety Communications Operator	19
8040	Public Safety Communications Supervisor	38
8040	Public Safety Communications Supervisor ( <i>new hires/promotions as of 9/9/09</i> )	31
6300	Public Utilities Director	77
5150	Public Works Director	62
2070	Purchasing Agent	54
7010	Registrar of Vital Statistics	25
3010	Rehabilitation Specialist	34
3020	Rehabilitation Supervisor	40
1042	Resident Services Specialist	46
1041	Resident Services Supervisor	47
1036	Safety Specialist	46
1085	Safety/OSHA Compliance Specialist	46
6084	SCADA Specialist	41
431	School Resource Officer	22
1015	Secretary to Police Chief	28
2017	Senior Accountant	46
2018	Senior Accountant II	51
1125	Senior Analyst	46
3070	Senior City Planner	46
5060	Senior Civil Engineer	52

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

6101	Senior GIS Specialist	45
85	Senior NDP Specialist	35
3040	Senior Neighborhood Development Specialist	46
1118	Senior Network Engineer	51
1077	Senior Project Manager	54
7017	Senior Sanitarian	46
2022	Senior Tax Auditor	46
6055	Senior Utilities Engineering Technician	41
2060	Stores Supervisor	34
5120	Streets and Sewers Maintenance Supervisor	38
5140	Streets and Sewers Superintendent	52
6178	Supervising Mechanical Engineer	54
1039	Sustainability Coordinator	36
1119	Systems Application Administrator	52
1089	Team Hamilton Coordinator	40
6087	Telecommunications Supervisor	48
5100	Transportation and Traffic Engineer	59
5090	Transportation Systems Specialist	40
2040	Treasurer	54
18	Treasurer/Grants Coordinator	36
6286	Underground Utilities Engineering Manager	54
6030	Utilities Business Administrator	50
6110	Utilities Engineering Administrator	58
6050	Utilities Engineering Technician	37
6120	Utilities Environmental Administrator	48
6080	Utilities Service Specialist	41
6184	Utility Business Manager	56
6095	Utility Computer Systems Analyst	45
6140	Wastewater Treatment Superintendent	52
386	Water Plant Assistant Superintendent	35
6145	Water Production and Water Reclamation Operations Supervisor	47
6160	Water Production Superintendent	52
3080	Zoning Inspector	34

**EXHIBIT NO. 2**

**SALARY RATES: SCHEDULE A  
EFFECTIVE: JANUARY 1, 2017**

RANGE	1	2	3	4	5	6	7	8	9	10	11
1 Yr	20,405	20,946	21,445	22,006	22,526	23,088	23,650	24,294	24,939	25,501	26,270
BiW	784.80	805.60	824.80	846.40	866.40	888.00	909.60	934.40	959.20	980.80	1010.40
Hr	9.81	10.07	10.31	10.58	10.83	11.10	11.37	11.68	11.99	12.26	12.63
2 Yr	20,946	21,445	22,006	22,526	23,088	23,650	24,294	24,939	25,501	26,125	26,894
BiW	805.60	824.80	846.40	866.40	888.00	909.60	934.40	959.20	980.80	1004.80	1034.40
Hr	10.07	10.31	10.58	10.83	11.10	11.37	11.68	11.99	12.26	12.56	12.93
3 Yr	21,445	22,006	22,526	23,088	23,650	24,294	24,939	25,501	26,125	26,770	27,560
BiW	824.80	846.40	866.40	888.00	909.60	934.40	959.20	980.80	1004.80	1029.60	1060.00
Hr	10.31	10.58	10.83	11.10	11.37	11.68	11.99	12.26	12.56	12.87	13.25
4 Yr	22,006	22,526	23,088	23,650	24,294	24,939	25,501	26,125	26,770	27,456	28,309
BiW	846.40	866.40	888.00	909.60	934.40	959.20	980.80	1004.80	1029.60	1056.00	1088.80
Hr	10.58	10.83	11.10	11.37	11.68	11.99	12.26	12.56	12.87	13.20	13.61
5 Yr	22,526	23,088	23,650	24,294	24,939	25,501	26,125	26,770	27,456	28,205	29,037
BiW	866.40	888.00	909.60	934.40	959.20	980.80	1004.80	1029.60	1056.00	1084.80	1116.80
Hr	10.83	11.10	11.37	11.68	11.99	12.26	12.56	12.87	13.20	13.56	13.96
6 Yr	23,088	23,650	24,294	24,939	25,501	26,125	26,770	27,456	28,205	28,933	29,806
BiW	888.00	909.60	934.40	959.20	980.80	1004.80	1029.60	1056.00	1084.80	1112.80	1146.40
Hr	11.10	11.37	11.68	11.99	12.26	12.56	12.87	13.20	13.56	13.91	14.33
7 Yr	23,650	24,294	24,939	25,501	26,125	26,770	27,456	28,205	28,933	29,536	30,410
BiW	909.60	934.40	959.20	980.80	1004.80	1029.60	1056.00	1084.80	1112.80	1136.00	1169.60
Hr	11.37	11.68	11.99	12.26	12.56	12.87	13.20	13.56	13.91	14.20	14.62
8 Yr	24,294	24,939	25,501	26,125	26,770	27,456	28,205	28,933	29,536	30,285	31,179
BiW	934.40	959.20	980.80	1004.80	1029.60	1056.00	1084.80	1112.80	1136.00	1164.80	1199.20
Hr	11.68	11.99	12.26	12.56	12.87	13.20	13.56	13.91	14.20	14.56	14.99
9 Yr	24,939	25,501	26,125	26,770	27,456	28,205	28,933	29,536	30,285	31,054	31,990
BiW	959.20	980.80	1004.80	1029.60	1056.00	1084.80	1112.80	1136.00	1164.80	1194.40	1230.40
Hr	11.99	12.26	12.56	12.87	13.20	13.56	13.91	14.20	14.56	14.93	15.38
10 Yr	25,501	26,125	26,770	27,456	28,205	28,933	29,536	30,285	31,054	31,845	32,802
BiW	980.80	1004.80	1029.60	1056.00	1084.80	1112.80	1136.00	1164.80	1194.40	1224.80	1261.60
Hr	12.26	12.56	12.87	13.20	13.56	13.91	14.20	14.56	14.93	15.31	15.77

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

RANGE	1	2	3	4	5	6	7	8	9	10	11
11 Yr	26,125	26,770	27,456	28,205	28,933	29,536	30,285	31,054	31,845	32,677	33,634
BiW	1004.80	1029.60	1056.00	1084.80	1112.80	1136.00	1164.80	1194.40	1224.80	1256.80	1293.60
Hr	12.56	12.87	13.20	13.56	13.91	14.20	14.56	14.93	15.31	15.71	16.17
12 Yr	26,770	27,456	28,205	28,933	29,536	30,285	31,054	31,845	32,677	33,530	34,424
BiW	1029.60	1056.00	1084.80	1112.80	1136.00	1164.80	1194.40	1224.80	1256.80	1289.60	1324.00
Hr	12.87	13.20	13.56	13.91	14.20	14.56	14.93	15.31	15.71	16.12	16.55
13 Yr	27,456	28,205	28,933	29,536	30,285	31,054	31,845	32,677	33,530	34,299	35,339
BiW	1056.00	1084.80	1112.80	1136.00	1164.80	1194.40	1224.80	1256.80	1289.60	1319.20	1359.20
Hr	13.20	13.56	13.91	14.20	14.56	14.93	15.31	15.71	16.12	16.49	16.99
14 Yr	28,205	28,933	29,536	30,285	31,054	31,845	32,677	33,530	34,299	35,131	36,171
BiW	1084.80	1112.80	1136.00	1164.80	1194.40	1224.80	1256.80	1289.60	1319.20	1351.20	1391.20
Hr	13.56	13.91	14.20	14.56	14.93	15.31	15.71	16.12	16.49	16.89	17.39
15 Yr	28,933	29,536	30,285	31,054	31,845	32,677	33,530	34,299	35,131	36,005	37,066
BiW	1112.80	1136.00	1164.80	1194.40	1224.80	1256.80	1289.60	1319.20	1351.20	1384.80	1425.60
Hr	13.91	14.20	14.56	14.93	15.31	15.71	16.12	16.49	16.89	17.31	17.82
16 Yr	29,536	30,285	31,054	31,845	32,677	33,530	34,299	35,131	36,005	36,920	38,002
BiW	1136.00	1164.80	1194.40	1224.80	1256.80	1289.60	1319.20	1351.20	1384.80	1420.00	1461.60
Hr	14.20	14.56	14.93	15.31	15.71	16.12	16.49	16.89	17.31	17.75	18.27
17 Yr	30,285	31,054	31,845	32,677	33,530	34,299	35,131	36,005	36,920	37,856	38,938
BiW	1164.80	1194.40	1224.80	1256.80	1289.60	1319.20	1351.20	1384.80	1420.00	1456.00	1497.60
Hr	14.56	14.93	15.31	15.71	16.12	16.49	16.89	17.31	17.75	18.20	18.72
18 Yr	31,054	31,845	32,677	33,530	34,299	35,131	36,005	36,920	37,856	38,792	39,936
BiW	1194.40	1224.80	1256.80	1289.60	1319.20	1351.20	1384.80	1420.00	1456.00	1492.00	1536.00
Hr	14.93	15.31	15.71	16.12	16.49	16.89	17.31	17.75	18.20	18.65	19.20
19 Yr	31,845	32,677	33,530	34,299	35,131	36,005	36,920	37,856	38,792	39,811	40,893
BiW	1224.80	1256.80	1289.60	1319.20	1351.20	1384.80	1420.00	1456.00	1492.00	1531.20	1572.80
Hr	15.31	15.71	16.12	16.49	16.89	17.31	17.75	18.20	18.65	19.14	19.66
20 Yr	32,677	33,530	34,299	35,131	36,005	36,920	37,856	38,792	39,811	40,768	41,954
BiW	1256.80	1289.60	1319.20	1351.20	1384.80	1420.00	1456.00	1492.00	1531.20	1568.00	1613.60
Hr	15.71	16.12	16.49	16.89	17.31	17.75	18.20	18.65	19.14	19.60	20.17
21 Yr	33,530	34,299	35,131	36,005	36,920	37,856	38,792	39,811	40,768	41,787	42,994
BiW	1289.60	1319.20	1351.20	1384.80	1420.00	1456.00	1492.00	1531.20	1568.00	1607.20	1653.60
Hr	16.12	16.49	16.89	17.31	17.75	18.20	18.65	19.14	19.60	20.09	20.67

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

RANGE	1	2	3	4	5	6	7	8	9	10	11
22 Yr	34,299	35,131	36,005	36,920	37,856	38,792	39,811	40,768	41,787	42,848	44,075
BiW	1319.20	1351.20	1384.80	1420.00	1456.00	1492.00	1531.20	1568.00	1607.20	1648.00	1695.20
Hr	16.49	16.89	17.31	17.75	18.20	18.65	19.14	19.60	20.09	20.60	21.19
23 Yr	35,131	36,005	36,920	37,856	38,792	39,811	40,768	41,787	42,848	43,930	45,157
BiW	1351.20	1384.80	1420.00	1456.00	1492.00	1531.20	1568.00	1607.20	1648.00	1689.60	1736.80
Hr	16.89	17.31	17.75	18.20	18.65	19.14	19.60	20.09	20.60	21.12	21.71
24 Yr	36,005	36,920	37,856	38,792	39,811	40,768	41,787	42,848	43,930	45,011	46,280
BiW	1384.80	1420.00	1456.00	1492.00	1531.20	1568.00	1607.20	1648.00	1689.60	1731.20	1780.00
Hr	17.31	17.75	18.20	18.65	19.14	19.60	20.09	20.60	21.12	21.64	22.25
25 Yr	36,920	37,856	38,792	39,811	40,768	41,787	42,848	43,930	45,011	46,155	47,424
BiW	1420.00	1456.00	1492.00	1531.20	1568.00	1607.20	1648.00	1689.60	1731.20	1775.20	1824.00
Hr	17.75	18.20	18.65	19.14	19.60	20.09	20.60	21.12	21.64	22.19	22.80
26 Yr	37,856	38,792	39,811	40,768	41,787	42,848	43,930	45,011	46,155	47,320	48,630
BiW	1456.00	1492.00	1531.20	1568.00	1607.20	1648.00	1689.60	1731.20	1775.20	1820.00	1870.40
Hr	18.20	18.65	19.14	19.60	20.09	20.60	21.12	21.64	22.19	22.75	23.38
27 Yr	38,792	39,811	40,768	41,787	42,848	43,930	45,011	46,155	47,320	48,506	49,816
BiW	1492.00	1531.20	1568.00	1607.20	1648.00	1689.60	1731.20	1775.20	1820.00	1865.60	1916.00
Hr	18.65	19.14	19.60	20.09	20.60	21.12	21.64	22.19	22.75	23.32	23.95
28 Yr	39,811	40,768	41,787	42,848	43,930	45,011	46,155	47,320	48,506	49,670	51,085
BiW	1531.20	1568.00	1607.20	1648.00	1689.60	1731.20	1775.20	1820.00	1865.60	1910.40	1964.80
Hr	19.14	19.60	20.09	20.60	21.12	21.64	22.19	22.75	23.32	23.88	24.56
29 Yr	40,768	41,787	42,848	43,930	45,011	46,155	47,320	48,506	49,670	50,960	52,333
BiW	1568.00	1607.20	1648.00	1689.60	1731.20	1775.20	1820.00	1865.60	1910.40	1960.00	2012.80
Hr	19.60	20.09	20.60	21.12	21.64	22.19	22.75	23.32	23.88	24.50	25.16
30 Yr	41,787	42,848	43,930	45,011	46,155	47,320	48,506	49,670	50,960	52,166	53,643
BiW	1607.20	1648.00	1689.60	1731.20	1775.20	1820.00	1865.60	1910.40	1960.00	2006.40	2063.20
Hr	20.09	20.60	21.12	21.64	22.19	22.75	23.32	23.88	24.50	25.08	25.79
31 Yr	42,848	43,930	45,011	46,155	47,320	48,506	49,670	50,960	52,166	53,498	54,995
BiW	1648.00	1689.60	1731.20	1775.20	1820.00	1865.60	1910.40	1960.00	2006.40	2057.60	2115.20
Hr	20.60	21.12	21.64	22.19	22.75	23.32	23.88	24.50	25.08	25.72	26.44
32 Yr	43,930	45,011	46,155	47,320	48,506	49,670	50,960	52,166	53,498	54,891	56,347
BiW	1689.60	1731.20	1775.20	1820.00	1865.60	1910.40	1960.00	2006.40	2057.60	2111.20	2167.20
Hr	21.12	21.64	22.19	22.75	23.32	23.88	24.50	25.08	25.72	26.39	27.09

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

RANGE	1	2	3	4	5	6	7	8	9	10	11
33 Yr	45,011	46,155	47,320	48,506	49,670	50,960	52,166	53,498	54,891	56,202	57,699
BiW	1731.20	1775.20	1820.00	1865.60	1910.40	1960.00	2006.40	2057.60	2111.20	2161.60	2219.20
Hr	21.64	22.19	22.75	23.32	23.88	24.50	25.08	25.72	26.39	27.02	27.74
34 Yr	46,155	47,320	48,506	49,670	50,960	52,166	53,498	54,891	56,202	57,595	59,218
BiW	1775.20	1820.00	1865.60	1910.40	1960.00	2006.40	2057.60	2111.20	2161.60	2215.20	2277.60
Hr	22.19	22.75	23.32	23.88	24.50	25.08	25.72	26.39	27.02	27.69	28.47
35 Yr	47,320	48,506	49,670	50,960	52,166	53,498	54,891	56,202	57,595	59,114	60,611
BiW	1820.00	1865.60	1910.40	1960.00	2006.40	2057.60	2111.20	2161.60	2215.20	2273.60	2331.20
Hr	22.75	23.32	23.88	24.50	25.08	25.72	26.39	27.02	27.69	28.42	29.14
36 Yr	48,506	49,670	50,960	52,166	53,498	54,891	56,202	57,595	59,114	60,466	62,171
BiW	1865.60	1910.40	1960.00	2006.40	2057.60	2111.20	2161.60	2215.20	2273.60	2325.60	2391.20
Hr	23.32	23.88	24.50	25.08	25.72	26.39	27.02	27.69	28.42	29.07	29.89
37 Yr	49,670	50,960	52,166	53,498	54,891	56,202	57,595	59,114	60,466	62,005	63,773
BiW	1910.40	1960.00	2006.40	2057.60	2111.20	2161.60	2215.20	2273.60	2325.60	2384.80	2452.80
Hr	23.88	24.50	25.08	25.72	26.39	27.02	27.69	28.42	29.07	29.81	30.66
38 Yr	50,960	52,166	53,498	54,891	56,202	57,595	59,114	60,466	62,005	63,648	64,667
BiW	1960.00	2006.40	2057.60	2111.20	2161.60	2215.20	2273.60	2325.60	2384.80	2448.00	2487.20
Hr	24.50	25.08	25.72	26.39	27.02	27.69	28.42	29.07	29.81	30.60	31.09
39 Yr	52,166	53,498	54,891	56,202	57,595	59,114	60,466	62,005	63,648	64,522	66,248
BiW	2006.40	2057.60	2111.20	2161.60	2215.20	2273.60	2325.60	2384.80	2448.00	2481.60	2548.00
Hr	25.08	25.72	26.39	27.02	27.69	28.42	29.07	29.81	30.60	31.02	31.85
40 Yr	53,498	54,891	56,202	57,595	59,114	60,466	62,005	63,648	64,522	66,144	67,995
BiW	2057.60	2111.20	2161.60	2215.20	2273.60	2325.60	2384.80	2448.00	2481.60	2544.00	2615.20
Hr	25.72	26.39	27.02	27.69	28.42	29.07	29.81	30.60	31.02	31.80	32.69
41 Yr	54,891	56,202	57,595	59,114	60,466	62,005	63,648	64,522	66,144	67,850	69,659
BiW	2111.20	2161.60	2215.20	2273.60	2325.60	2384.80	2448.00	2481.60	2544.00	2609.60	2679.20
Hr	26.39	27.02	27.69	28.42	29.07	29.81	30.60	31.02	31.80	32.62	33.49
42 Yr	56,202	57,595	59,114	60,466	62,005	63,648	64,522	66,144	67,850	69,534	71,386
BiW	2161.60	2215.20	2273.60	2325.60	2384.80	2448.00	2481.60	2544.00	2609.60	2674.40	2745.60
Hr	27.02	27.69	28.42	29.07	29.81	30.60	31.02	31.80	32.62	33.43	34.32
43 Yr	57,595	59,114	60,466	62,005	63,648	64,522	66,144	67,850	69,534	71,261	73,195
BiW	2215.20	2273.60	2325.60	2384.80	2448.00	2481.60	2544.00	2609.60	2674.40	2740.80	2815.20
Hr	27.69	28.42	29.07	29.81	30.60	31.02	31.80	32.62	33.43	34.26	35.19

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

RANGE	1	2	3	4	5	6	7	8	9	10	11
44 Yr	59,114	60,466	62,005	63,648	64,522	66,144	67,850	69,534	71,261	73,050	74,984
BiW	2273.60	2325.60	2384.80	2448.00	2481.60	2544.00	2609.60	2674.40	2740.80	2809.60	2884.00
Hr	28.42	29.07	29.81	30.60	31.02	31.80	32.62	33.43	34.26	35.12	36.05
45 Yr	60,466	62,005	63,648	64,522	66,144	67,850	69,534	71,261	73,050	74,859	76,981
BiW	2325.60	2384.80	2448.00	2481.60	2544.00	2609.60	2674.40	2740.80	2809.60	2879.20	2960.80
Hr	29.07	29.81	30.60	31.02	31.80	32.62	33.43	34.26	35.12	35.99	37.01
46 Yr	62,005	63,648	64,522	66,144	67,850	69,534	71,261	73,050	74,859	76,752	78,790
BiW	2384.80	2448.00	2481.60	2544.00	2609.60	2674.40	2740.80	2809.60	2879.20	2952.00	3030.40
Hr	29.81	30.60	31.02	31.80	32.62	33.43	34.26	35.12	35.99	36.90	37.88
47 Yr	63,648	64,522	66,144	67,850	69,534	71,261	73,050	74,859	76,752	78,666	80,766
BiW	2448.00	2481.60	2544.00	2609.60	2674.40	2740.80	2809.60	2879.20	2952.00	3025.60	3106.40
Hr	30.60	31.02	31.80	32.62	33.43	34.26	35.12	35.99	36.90	37.82	38.83
48 Yr	64,522	66,144	67,850	69,534	71,261	73,050	74,859	76,752	78,666	80,579	82,742
BiW	2481.60	2544.00	2609.60	2674.40	2740.80	2809.60	2879.20	2952.00	3025.60	3099.20	3182.40
Hr	31.02	31.80	32.62	33.43	34.26	35.12	35.99	36.90	37.82	38.74	39.78
49 Yr	66,144	67,850	69,534	71,261	73,050	74,859	76,752	78,666	80,579	82,638	84,843
BiW	2544.00	2609.60	2674.40	2740.80	2809.60	2879.20	2952.00	3025.60	3099.20	3178.40	3263.20
Hr	31.80	32.62	33.43	34.26	35.12	35.99	36.90	37.82	38.74	39.73	40.79
50 Yr	67,850	69,534	71,261	73,050	74,859	76,752	78,666	80,579	82,638	84,677	86,923
BiW	2609.60	2674.40	2740.80	2809.60	2879.20	2952.00	3025.60	3099.20	3178.40	3256.80	3343.20
Hr	32.62	33.43	34.26	35.12	35.99	36.90	37.82	38.74	39.73	40.71	41.79
51 Yr	69,534	71,261	73,050	74,859	76,752	78,666	80,579	82,638	84,677	86,819	89,170
BiW	2674.40	2740.80	2809.60	2879.20	2952.00	3025.60	3099.20	3178.40	3256.80	3339.20	3429.60
Hr	33.43	34.26	35.12	35.99	36.90	37.82	38.74	39.73	40.71	41.74	42.87
52 Yr	71,261	73,050	74,859	76,752	78,666	80,579	82,638	84,677	86,819	88,962	91,354
BiW	2740.80	2809.60	2879.20	2952.00	3025.60	3099.20	3178.40	3256.80	3339.20	3421.60	3513.60
Hr	34.26	35.12	35.99	36.90	37.82	38.74	39.73	40.71	41.74	42.77	43.92
53 Yr	73,050	74,859	76,752	78,666	80,579	82,638	84,677	86,819	88,962	91,208	93,621
BiW	2809.60	2879.20	2952.00	3025.60	3099.20	3178.40	3256.80	3339.20	3421.60	3508.00	3600.80
Hr	35.12	35.99	36.90	37.82	38.74	39.73	40.71	41.74	42.77	43.85	45.01
54 Yr	74,859	76,752	78,666	80,579	82,638	84,677	86,819	88,962	91,208	93,454	95,971
BiW	2879.20	2952.00	3025.60	3099.20	3178.40	3256.80	3339.20	3421.60	3508.00	3594.40	3691.20
Hr	35.99	36.90	37.82	38.74	39.73	40.71	41.74	42.77	43.85	44.93	46.14

**Emergency Ordinance No. \_\_\_\_\_ (cont'd)**

RANGE	1	2	3	4	5	6	7	8	9	10	11
55 Yr	76,752	78,666	80,579	82,638	84,677	86,819	88,962	91,208	93,454	95,826	98,363
BiW	2952.00	3025.60	3099.20	3178.40	3256.80	3339.20	3421.60	3508.00	3594.40	3685.60	3783.20
Hr	36.90	37.82	38.74	39.73	40.71	41.74	42.77	43.85	44.93	46.07	47.29
56 Yr	78,666	80,579	82,638	84,677	86,819	88,962	91,208	93,454	95,826	98,238	100,797
BiW	3025.60	3099.20	3178.40	3256.80	3339.20	3421.60	3508.00	3594.40	3685.60	3778.40	3876.80
Hr	37.82	38.74	39.73	40.71	41.74	42.77	43.85	44.93	46.07	47.23	48.46
57 Yr	80,579	82,638	84,677	86,819	88,962	91,208	93,454	95,826	98,238	100,693	103,334
BiW	3099.20	3178.40	3256.80	3339.20	3421.60	3508.00	3594.40	3685.60	3778.40	3872.80	3974.40
Hr	38.74	39.73	40.71	41.74	42.77	43.85	44.93	46.07	47.23	48.41	49.68
58 Yr	82,638	84,677	86,819	88,962	91,208	93,454	95,826	98,238	100,693	103,147	105,955
BiW	3178.40	3256.80	3339.20	3421.60	3508.00	3594.40	3685.60	3778.40	3872.80	3967.20	4075.20
Hr	39.73	40.71	41.74	42.77	43.85	44.93	46.07	47.23	48.41	49.59	50.94
59 Yr	84,677	86,819	88,962	91,208	93,454	95,826	98,238	100,693	103,147	105,810	108,514
BiW	3256.80	3339.20	3421.60	3508.00	3594.40	3685.60	3778.40	3872.80	3967.20	4069.60	4173.60
Hr	40.71	41.74	42.77	43.85	44.93	46.07	47.23	48.41	49.59	50.87	52.17
60 Yr	86,819	88,962	91,208	93,454	95,826	98,238	100,693	103,147	105,810	108,389	111,280
BiW	3339.20	3421.60	3508.00	3594.40	3685.60	3778.40	3872.80	3967.20	4069.60	4168.80	4280.00
Hr	41.74	42.77	43.85	44.93	46.07	47.23	48.41	49.59	50.87	52.11	53.50
61 Yr	88,962	91,208	93,454	95,826	98,238	100,693	103,147	105,810	108,389	111,155	114,067
BiW	3421.60	3508.00	3594.40	3685.60	3778.40	3872.80	3967.20	4069.60	4168.80	4275.20	4387.20
Hr	42.77	43.85	44.93	46.07	47.23	48.41	49.59	50.87	52.11	53.44	54.84
62 Yr	91,208	93,454	95,826	98,238	100,693	103,147	105,810	108,389	111,155	113,922	116,875
BiW	3508.00	3594.40	3685.60	3778.40	3872.80	3967.20	4069.60	4168.80	4275.20	4381.60	4495.20
Hr	43.85	44.93	46.07	47.23	48.41	49.59	50.87	52.11	53.44	54.77	56.19
63 Yr	93,454	95,826	98,238	100,693	103,147	105,810	108,389	111,155	113,922	116,771	119,808
BiW	3594.40	3685.60	3778.40	3872.80	3967.20	4069.60	4168.80	4275.20	4381.60	4491.20	4608.00
Hr	44.93	46.07	47.23	48.41	49.59	50.87	52.11	53.44	54.77	56.14	57.60
64 Yr	95,826	98,238	100,693	103,147	105,810	108,389	111,155	113,922	116,771	119,642	122,824
BiW	3685.60	3778.40	3872.80	3967.20	4069.60	4168.80	4275.20	4381.60	4491.20	4601.60	4724.00
Hr	46.07	47.23	48.41	49.59	50.87	52.11	53.44	54.77	56.14	57.52	59.05
65 Yr	98,238	100,693	103,147	105,810	108,389	111,155	113,922	116,771	119,642	122,699	125,882
BiW	3778.40	3872.80	3967.20	4069.60	4168.80	4275.20	4381.60	4491.20	4601.60	4719.20	4841.60
Hr	47.23	48.41	49.59	50.87	52.11	53.44	54.77	56.14	57.52	58.99	60.52

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

RANGE	1	2	3	4	5	6	7	8	9	10	11
66 Yr	100,693	103,147	105,810	108,389	111,155	113,922	116,771	119,642	122,699	125,736	129,002
BiW	3872.80	3967.20	4069.60	4168.80	4275.20	4381.60	4491.20	4601.60	4719.20	4836.00	4961.60
Hr	48.41	49.59	50.87	52.11	53.44	54.77	56.14	57.52	58.99	60.45	62.02
67 Yr	103,147	105,810	108,389	111,155	113,922	116,771	119,642	122,699	125,736	128,856	132,288
BiW	3967.20	4069.60	4168.80	4275.20	4381.60	4491.20	4601.60	4719.20	4836.00	4956.00	5088.00
Hr	49.59	50.87	52.11	53.44	54.77	56.14	57.52	58.99	60.45	61.95	63.60
68 Yr	105,810	108,389	111,155	113,922	116,771	119,642	122,699	125,736	128,856	132,122	135,554
BiW	4069.60	4168.80	4275.20	4381.60	4491.20	4601.60	4719.20	4836.00	4956.00	5081.60	5213.60
Hr	50.87	52.11	53.44	54.77	56.14	57.52	58.99	60.45	61.95	63.52	65.17
69 Yr	108,389	111,155	113,922	116,771	119,642	122,699	125,736	128,856	132,122	135,408	138,944
BiW	4168.80	4275.20	4381.60	4491.20	4601.60	4719.20	4836.00	4956.00	5081.60	5208.00	5344.00
Hr	52.11	53.44	54.77	56.14	57.52	58.99	60.45	61.95	63.52	65.10	66.80
70 Yr	111,155	113,922	116,771	119,642	122,699	125,736	128,856	132,122	135,408	138,819	142,376
BiW	4275.20	4381.60	4491.20	4601.60	4719.20	4836.00	4956.00	5081.60	5208.00	5339.20	5476.00
Hr	53.44	54.77	56.14	57.52	58.99	60.45	61.95	63.52	65.10	66.74	68.45
71 Yr	113,922	116,771	119,642	122,699	125,736	128,856	132,122	135,408	138,819	142,251	145,974
BiW	4381.60	4491.20	4601.60	4719.20	4836.00	4956.00	5081.60	5208.00	5339.20	5471.20	5614.40
Hr	54.77	56.14	57.52	58.99	60.45	61.95	63.52	65.10	66.74	68.39	70.18
72 Yr	116,771	119,642	122,699	125,736	128,856	132,122	135,408	138,819	142,251	145,787	149,594
BiW	4491.20	4601.60	4719.20	4836.00	4956.00	5081.60	5208.00	5339.20	5471.20	5607.20	5753.60
Hr	56.14	57.52	58.99	60.45	61.95	63.52	65.10	66.74	68.39	70.09	71.92
73 Yr	119,642	122,699	125,736	128,856	132,122	135,408	138,819	142,251	145,787	149,406	153,358
BiW	4601.60	4719.20	4836.00	4956.00	5081.60	5208.00	5339.20	5471.20	5607.20	5746.40	5898.40
Hr	57.52	58.99	60.45	61.95	63.52	65.10	66.74	68.39	70.09	71.83	73.73
74 Yr	122,699	125,736	128,856	132,122	135,408	138,819	142,251	145,787	149,406	153,192	157,165
BiW	4719.20	4836.00	4956.00	5081.60	5208.00	5339.20	5471.20	5607.20	5746.40	5892.00	6044.80
Hr	58.99	60.45	61.95	63.52	65.10	66.74	68.39	70.09	71.83	73.65	75.56
75 Yr	125,736	128,856	132,122	135,408	138,819	142,251	145,787	149,406	153,192	157,165	161,138
BiW	4836.00	4956.00	5081.60	5208.00	5339.20	5471.20	5607.20	5746.40	5892.00	6044.80	6197.60
Hr	60.45	61.95	63.52	65.10	66.74	68.39	70.09	71.83	73.65	75.56	77.47
76 Yr	128,856	132,122	135,408	138,819	142,251	145,787	149,406	153,192	157,165	161,138	165,173
BiW	4956.00	5081.60	5208.00	5339.20	5471.20	5607.20	5746.40	5892.00	6044.80	6197.60	6352.80
Hr	61.95	63.52	65.10	66.74	68.39	70.09	71.83	73.65	75.56	77.47	79.41

Emergency Ordinance No. \_\_\_\_\_ (cont'd)

RANGE	1	2	3	4	5	6	7	8	9	10	11
77 Yr	132,122	135,408	138,819	142,251	145,787	149,406	153,192	157,165	161,138	165,173	169,270
BiW	5081.60	5208.00	5339.20	5471.20	5607.20	5746.40	5892.00	6044.80	6197.60	6352.80	6510.40
Hr	63.52	65.10	66.74	68.39	70.09	71.83	73.65	75.56	77.47	79.41	81.38
78 Yr	135,408	138,819	142,251	145,787	149,406	153,192	157,165	161,138	165,173	169,270	173,514
BiW	5208.00	5339.20	5471.20	5607.20	5746.40	5892.00	6044.80	6197.60	6352.80	6510.40	6673.60
Hr	65.10	66.74	68.39	70.09	71.83	73.65	75.56	77.47	79.41	81.38	83.42
79 Yr	138,819	142,251	145,787	149,406	153,192	157,165	161,138	165,173	169,270	173,514	177,861
BiW	5339.20	5471.20	5607.20	5746.40	5892.00	6044.80	6197.60	6352.80	6510.40	6673.60	6840.80
Hr	66.74	68.39	70.09	71.83	73.65	75.56	77.47	79.41	81.38	83.42	85.51
80 Yr	142,251	145,787	149,406	153,192	157,165	161,138	165,173	169,270	173,514	177,861	182,333
BiW	5471.20	5607.20	5746.40	5892.00	6044.80	6197.60	6352.80	6510.40	6673.60	6840.80	7012.80
Hr	68.39	70.09	71.83	73.65	75.56	77.47	79.41	81.38	83.42	85.51	87.66
81 Yr	145,787	149,406	153,192	157,165	161,138	165,173	169,270	173,514	177,861	182,333	186,867
BiW	5607.20	5746.40	5892.00	6044.80	6197.60	6352.80	6510.40	6673.60	6840.80	7012.80	7187.20
Hr	70.09	71.83	73.65	75.56	77.47	79.41	81.38	83.42	85.51	87.66	89.84
82 Yr	149,406	153,192	157,165	161,138	165,173	169,270	173,514	177,861	182,333	186,867	191,547
BiW	5746.40	5892.00	6044.80	6197.60	6352.80	6510.40	6673.60	6840.80	7012.80	7187.20	7367.20
Hr	71.83	73.65	75.56	77.47	79.41	81.38	83.42	85.51	87.66	89.84	92.09
83 Yr	153,192	157,165	161,138	165,173	169,270	173,514	177,861	182,333	186,867	191,547	196,310
BiW	5892.00	6044.80	6197.60	6352.80	6510.40	6673.60	6840.80	7012.80	7187.20	7367.20	7550.40
Hr	73.65	75.56	77.47	79.41	81.38	83.42	85.51	87.66	89.84	92.09	94.38
84 Yr	157,165	161,138	165,173	169,270	173,514	177,861	182,333	186,867	191,547	196,310	201,240
BiW	6044.80	6197.60	6352.80	6510.40	6673.60	6840.80	7012.80	7187.20	7367.20	7550.40	7740.00
Hr	75.56	77.47	79.41	81.38	83.42	85.51	87.66	89.84	92.09	94.38	96.75

## 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:** Approving a Grant to the Community Improvement Corporation for \$3.45M

<b>Approvals/Reviews</b> <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	<b>Related Strategic Goal(s)</b> <input checked="" type="checkbox"/> <b>I</b> Increase property values <input checked="" type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>A</b> Add new jobs <input checked="" type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input type="checkbox"/> <b>O</b> General operations
<b>Ordinance or Resolution</b> <i>Emergency Ordinance</i>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 1/11/2017 <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading Date: 1/11/2017 <input type="checkbox"/> Public Hearing Date:	
<b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i>	<b>City Council (or other):</b>	
<b>Contract</b>	<input checked="" type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<b>Fiscal Impact</b>	Budgeted: \$ 3,450,000 Expenditure: \$ 3,450,000 Source Funds: 100.198.800.850	<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 certain City officials to execute documents with the Community Improvement Corporation (CIC) in order to grant funds in the amount of \$3,450,000 to be used for revitalization projects on Main Street consistent with the City's strategic plan?

### Policy Alternative(s)

Council may choose not to adopt such legislation to authorize certain City officials to execute documents with the CIC and the CIC will not be able to use the aforementioned money to complete revitalization projects on Main Street consistent with the City's strategic plan.

### Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to proceed with the \$3.45 million grant to the CIC to aid in the revitalization efforts of Main Street.

### Statutory/Policy Authority

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



## **Fiscal Impact Summary**

On August 24, 2016 Council passed EOR2016-8-72 authorizing the issuance of an amount not to \$15M in bond anticipation notes (BANs) which was subsequently purchased as an investment of the Electric Fund. These notes carry an interest rate equal to the 2-year Treasury note which is currently 1.28%. Until permanent financing can be obtained, the annual debt service on this draw is \$44,160 with permanent financing expected to take place when known economies of scale are identified with other financings. The expected annual debt service, once permanent financing occurs, is expected to be approximately \$250,000 for a 20-year term.

## **Background Information**

City Council identified the revitalization of the historic Main Street business district as a top priority in 2015. Since then, City officials have been working to identify strategies to assist in the development of Main Street. City staff has been working with the Main Street Area Association, the CORE Fund, and property owners to revitalize the district. In 2016, ten small businesses opened on the Main Street business district and one property owner applied for the Upper Floor Residential Rehabilitation program to renovate two apartment units.

Because the buildings on Main Street are old and many have not been renovated in decades, there are many challenges and additional costs that create barriers to redeveloping the properties. A major impediment to redevelopment is access to capital. In an effort overcome these obstacles, City officials are recommending a grant to the Community Improvement Corporation (CIC) to be used for the revitalization of Main Street. Their Board will act as the agent to vet developers and approve projects to enhance the district.

The CIC is a non-profit whose mission is to advance, encourage and promote the industrial, economic, commercial and civic development of a community. The CIC board includes both community leaders and City staff. The CIC will be able to receive and review development proposals from non-profit developers interested in projects on Main Street, especially between B and D Streets. The CIC will approve loans, up to the \$3.45 million grant amount that have been reviewed and approved.

The goal is to seek traditional financing once the renovations are complete and buildings are occupied, allowing the CIC to recycle the \$3.45 million, focusing on a new target area. The area proposed is the Central-Pleasant business corridor.

At this time, City administration would like to recommend the \$3.45 million grant to the CIC.

## **Attached Information**

N/A

## **Copies Provided to:**

N/A



**EMERGENCY ORDINANCE NO. \_\_\_\_\_**

**AN EMERGENCY ORDINANCE AFFIRMING THE DESIGNATION OF THE COMMUNITY IMPROVEMENT CORPORATION OF HAMILTON, OHIO, AS THE CITY'S AGENCY FOR DEVELOPMENT IN THE CITY AND AUTHORIZING A GRANT IN THE AMOUNT OF \$3,450,000 TO BE MADE TO THE COMMUNITY IMPROVEMENT CORPORATION OF HAMILTON, OHIO, FOR PUBLIC PURPOSES, AND DECLARING AN EMERGENCY.**

WHEREAS, The Community Improvement Corporation of Hamilton, Ohio (the "CIC"), is an Ohio nonprofit corporation created under Chapter 1724 of the Revised Code, incorporated April 21, 1966 for the purpose of advancing, encouraging and promoting the industrial, economic, commercial and civil development of the City of Hamilton, Ohio (the "City"), and the area surrounding it; and

WHEREAS, this Council has designated the CIC as its agency for the industrial, economic, civic, commercial, distribution and research development in the City and desires to affirm said designation, having determined that it is the policy of the City to promote the health, safety, morals and general welfare of its inhabitants through the designation of the CIC as said agency; and

WHEREAS, Section 8.01 of the Charter of the City (the "Charter") provides that laws of Ohio relating to, among other things, budgets, appropriations and other fiscal matters of the City shall be applicable to the City, except as modified by or necessarily inconsistent with provisions of the Charter or ordinances or resolutions of the City, or when provision therefor is made in the Constitution of Ohio; and

WHEREAS, Section 2.01 of the Charter provides that the City shall have all powers that may now or hereafter lawfully be possessed or exercised by municipal corporations under the Constitution and laws of Ohio; and

WHEREAS, Article XVIII, Section 3 of the Constitution of Ohio grants to a municipal corporation the authority to exercise all powers of local self-government, which powers include the power to spend money for municipal public purposes; and

WHEREAS, Article VIII, Section 13 of the Constitution of Ohio provides, in relevant part, that to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, taxing districts, or public authorities, its or their agencies or instrumentalities, or corporations not for profit designated by any of them as such agencies or instrumentalities, to acquire, construct, enlarge, improve, or equip, and to sell, lease, exchange or otherwise dispose of property, structures, equipment and facilities within the State of Ohio for industry, commerce, distribution and research; and

WHEREAS, this Council finds and determines that advancing, encouraging and promoting the industrial, commercial and civil development of the City, combatting community deterioration and facilitating the development and delivery of affordable residential, commercial and community real estate projects, including, without limitation, the Main Street Project and the South Dayton Street Project, constitute municipal public purposes, and that a grant of public moneys to nonprofit organizations such as the CIC to be used for such municipal public purposes is in the best interest of the City; 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 grant of public money to the CIC to enable the acquisition of interests in real estate and improvements necessary for the Main Street Project in a timely manner, thereby improving the property, 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: This Council affirms its designation of the CIC, an Ohio nonprofit community improvement corporation established pursuant to Chapter 1724 of the Revised Code, as the City's agent for the industrial, economic, civic, commercial, distribution and research development of the City.

SECTION II: It is necessary and in the best interest of the City to authorize a grant of \$3,450,000 of public moneys to the CIC to facilitate the development of the Main Street Project through the

**Emergency Ordinance No. \_\_\_\_\_ (Cont'd)**

acquisition of interests in and improvement of real property necessary therefor; provided that such public moneys shall not be loaned to or be the subject of a grant to a for-profit entity.

SECTION III: That 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 documents, certificates and other instruments that may be necessary or appropriate in order to effect the intent of this Ordinance and the making of the grant to the CIC hereby authorized.

SECTION IV: 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 V: 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.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_

City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Heather Sanderson Lewis, Esq.  
Law Director

**CERTIFICATE**

I, Nicholas 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:  
\_\_\_\_\_.

\_\_\_\_\_  
**Nicholas Garuckas, City Clerk**  
**CITY OF HAMILTON, OHIO**

**CERTIFICATE**

The undersigned does hereby certify the foregoing to be a true and correct copy of Emergency Ordinance No. OR2017-\_\_-\_\_ passed by the Council of the City of Hamilton, Ohio, on January 11, 2017.

\_\_\_\_\_  
**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:** Richard A. Engle, P.E., Director of Public Works/City Engineer

**Agenda Item:** Report Regarding Resolution for Final Consent Legislation with Ohio Department of Transportation relative to Urban Paving in the City of Hamilton on a portion of SR 128 (Pershing Avenue) between Monument Avenue and US 127 (Martin Luther King Jr. Boulevard) and on SR 4 (Erie Boulevard) between Dayton Street and Maple Avenue

<b>Approvals/Reviews</b> <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	<b>Related Strategic Goal(s)</b> <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<b>Ordinance or Resolution</b> <i>Resolution</i>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 1/11/17 <input type="checkbox"/> 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Public Hearing Date:	
<b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i>	<b>City Council (or other):</b>	
<b>Contract</b>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<b>Fiscal Impact</b>	Budgeted: \$595,336.00 Expenditure: Source Funds: Infrastructure Renewal Fund 311	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

### Policy Issue

Does the City Council wish to approve a Final Resolution which gives the City's consent for ODOT to perform Urban Paving in the City of Hamilton on a portion of SR 128 (Pershing Avenue) between Monument Avenue and US 127 (Martin Luther King Jr. Boulevard) and on SR 4 (Erie Boulevard) between Dayton Street and Maple Avenue?

### Policy Alternative(s)

City Council may choose not to adopt such legislation giving consent for ODOT to perform Urban Paving. ODOT may re-allocate funds to other projects and the paving not be performed.

### Staff Recommendation

Staff recommends Council receive this report and pass a Final Resolution giving the City's consent for ODOT to perform the work.

### Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- City policy is to cooperate and work closely with ODOT on projects within City Corporation Limits.



**Fiscal Impact Summary**

The City of Hamilton agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

City share is estimated to be \$595,336 and is budgeted in Year 2017.

ODOT share is estimated to be \$370,000.

**Background Information**

N/A

**Attached Information**

N/A

**Copies Provided to:**

N/A



**RESOLUTION NO. \_\_\_\_\_**

**A FINAL RESOLUTION CONFIRMING COOPERATION OF THE CITY OF HAMILTON, OHIO, AS THE DESIGNATED LOCAL PUBLIC AGENCY (LPA), WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) RELATIVE TO URBAN PAVING IN THE CITY OF HAMILTON. (ODOT PID No. 96747, BUT SR 4/SR 128 7.97/8.79)**

WHEREAS, the following Final Resolution is enacted by the City of Hamilton, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project; and

WHEREAS, on the 9<sup>th</sup> day of November, 2016, the LPA enacted Resolution No. R2016-11-54 proposing cooperation with the Director of Transportation of the Ohio Department of Transportation (ODOT) for the described project:

Urban Paving in the City of Hamilton on a portion of SR 128 (Pershing Avenue) between Monument Avenue and US 127 (Martin Luther King Jr. Boulevard) and on SR 4 (Erie Boulevard) between Dayton Street and Maple Avenue.

WHEREAS, the LPA shall cooperate with the Director of Transportation of the ODOT in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation of the ODOT for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

WHEREAS, the share of the cost of the LPA is now estimated in the amount of Five Hundred Ninety-Five Thousand Three Hundred Thirty-Six and 00/100 Dollars, (\$595,336.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation of the ODOT has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, the LPA desires the Director of Transportation of the ODOT to proceed with the aforesaid highway improvement.

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

SECTION I. That the estimated sum of Five Hundred Ninety-Five Thousand Three Hundred Thirty-Six and 00/100 Dollars (\$595,336.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation of the ODOT to pay the cost and expense of said improvement.

SECTION II. That this Council hereby agrees to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

SECTION III. That the LPA hereby requests the Director of Transportation of the ODOT to proceed with the aforesaid highway improvement.

SECTION IV. That the LPA enter into a contract with the State, and that the City Manager be, and is hereby authorized to execute said contract, providing for the payment by the LPA the sum of money set forth herein for improving the described project.

**Resolution No.** \_\_\_\_\_ **(cont'd)**

SECTION V. That the LPA transmit to the Director of Transportation of the ODOT a fully executed copy of this Resolution.

SECTION VI. 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, 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: \_\_\_\_\_

I further certify that I have compared the foregoing Resolution No. \_\_\_\_\_ with the original record thereof, found in the record the proceedings of the LPA, and which Resolution was duly passed by the LPA on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

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