City Council – Regular Meeting
August 24, 2016 @ 6 p.m.
345 High Street
Hamilton, OH, 45011

Pat Moeller
Mayor

Carla Fiehrer	**Matthew Von Stein**	**Kathleen Klink**	**Rob Wile**	**Robert Brown**	**Timothy Naab**
Vice Mayor	Council Member	Council Member	Council Member	Council Member	Council Member

1 Public Hearing

Call to Order

Offering of Prayer – Council Member Matthew Von Stein

Pledge of Allegiance

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

1. Home Appearance Awards with Ann Combs
2. AmeriCorps and SELF Presentation
3. Frank Downie Proclamation
4. Hamilton's 225th Birthday Celebration Report
5. Recent Water Issues Update – Water in Basements

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 by 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 – Regarding the July 2016 Financial Report
- Informational Report – Regarding the July 2016 Investment Report

Caucus Agenda August 24, 2016

1. Recommendation Relative to **the application of a liquor permit transfer from Major Leagues Inc. to Bar & Grille LLC.**
2. Recommendation Relative to **the application for a new liquor permit for Trenton Veer Inc., 302 East Ave., Hamilton, OH 45011.**
3. Recommendation Relative to **the application for Change of Corporate Stock Ownership for Walgreen Co. dba Walgreens, 1090 High St., Hamilton, OH 45011.**
4. Recommendation Relative to **the United States Bicycle Route 25 Endorsement.**
5. Recommendation Relative to **Change Order #1 – Contract #15-26 "2015 Miscellaneous Sanitary Sewer Repair Program."**
6. Recommendation Relative to **the Arlington Avenue Water Main Replacement Project – 2017 OPWC Application.**
7. Recommendation Relative to **the Southern Hills Subdivision Water Main Replacement Project – 2017 OPWC Application.**
8. Recommendation Relative to **the State Route 4 (Dixie Highway) Water Main Replacement Project – 2017 OPWC Application.**

Public Hearing

6. A public hearing regarding amending, transferring, and appropriating up to $116,252 of Fiscal Year 2015-16 Community Development Block Grant (CDBG) Program Funds.

Council Actions Pertaining to Legislative Items:

New Legislation:

7. An ordinance approving a request for a Conditional Use to allow the establishment of an Institutional Use (I.E. Public Education Facility) to operate on property, Zoned R-4 Multi-Family Residence District, located at 140 Ross Avenue (Hamilton City School District/Applicant) (First Reading). O
8. An ordinance denying a request for a Conditional Use to allow for the establishment of an automobile service and minor repair facility to operate on property Zoned B-2 Community Business District located at 735 South Erie Boulevard (Allen Loudiy, Applicant/Owner) (First Reading). O
9. An ordinance authorizing the execution of an Economic Development Agreement with Community Management Corporation (CMC Properties) and Disposition of land for redevelopment located at 115 Dayton Street within the City's Urban Renewal Area. (First Reading). I D R
10. An Emergency Ordinance providing for the Issuance and Sale of Taxable Notes of the City of Hamilton, Ohio, in the maximum aggregate principal amount of $15,000,000, in anticipation of the issuance of bonds, for the purpose of paying the costs of permanent improvements in the City described herein, and paying related lawful costs; authorizing a Certificate of Award, and other actions in connection with the issuance of the notes, and Declaring an Emergency. (Two Readings). I A R G D E O
11. An ordinance amending, transferring, and appropriating up to $116,252 of Fiscal Year 2015-16 Community Development Block Grant (CDBG) Program Funds. (Two Readings). I E

12. An ordinance amending Schedule "A" of the City's Classification and Compensation Plan, as set forth in Emergency Ordinance No. EOR2016-1-4 adopted January 13, 2016 and as amended from time to time, relative to the classification of Laboratory Supervisor. (Two Readings). O
13. An Emergency Ordinance authorizing and ratifying the purchase of 219 Main Street, Hamilton, Ohio 45013. (Proffitt's 219 Main Street LLC). (Two Readings). I D O
14. An Emergency Ordinance authorizing and ratifying the purchase of the property located at the Northeast corner of Hanover and South 7th Street, Hamilton, Ohio 45011. (Owner Donald D. Castle, Trustee). (Two Readings). I O
15. A resolution authorizing the necessary tax levies for the Tax Year 2016, collected in 2017, and certifying them to the Auditor of Butler County, Ohio. O
16. A resolution declaring the intention to vacate a portion of the Bender Avenue Alley right of way, located in the Fifth Ward of the City of Hamilton, Butler County, Ohio. (Marcell's Inc., Applicant). O
17. A resolution declaring the intention to vacate a portion of the Main Street Alley Right of way, located in the First Ward South Side of the City of Hamilton, Butler County, Ohio. (City of Hamilton, Applicant). R O

Audience of the City Manager

Audience of City Council

Executive Session

Adjournment

City of Hamilton
BUTLER COUNTY OHIO

Informational Report
August 24, 2016

City Council Meeting Informational Report

TO: The Honorable Mayor and Members of the City Council

FROM: Tom Vanderhorst, Finance Director

RE: July, 2016 MONTHLY FINANCIAL REPORT TO COUNCIL

Dear Mayor and Members of Council:

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

Related Strategic Goal(s)

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

HAMILTON OHIO

MONTHLY FINANCIAL REPORT TO THE CITY COUNCIL

Prepared by the Department of Finance

JULY 31, 2016

INCOME STATEMENT GENERAL FUND
MONTH ENDING July 31, 2016
(Budgetary Basis)

Comparative Revenue

Description	Revenue This Month Current Year	Revenue Year To Date	Revenue Prior Year To Date	Revenue Estimated	% Est Received
General	$2,185,665.36	$17,072,595.19	$16,491,442.47	$27,466,485.00	62.16%
Public Works	397.50	2,690.25	1,662.00	4,150.00	64.83%
Police	21,203.09	146,106.23	118,590.92	188,500.00	77.51%
Fire	111,601.95	935,106.63	952,858.08	1,651,600.00	56.62%
Public Health	47,324.69	355,872.89	275,070.99	409,165.00	86.98%
Parks & Recreation	11,644.25	132,748.59	79,691.42	267,510.00	49.62%
Municipal Court	82,464.24	577,085.41	501,101.55	875,430.00	65.92%
Construction Services	47,309.66	335,118.46	308,184.11	448,300.00	74.75%
Planning	550.00	5,240.00	5,525.36	5,500.00	95.27%
Transfer In	0.00	622.00	614,449.41	1,500,622.00	0.04%
Reimbursement of Expense	863,194.84	6,759,802.82	7,113,680.04	11,930,950.00	56.66%
TOTAL REVENUES	$3,371,355.58	$26,322,988.47	$26,462,256.35	$44,748,212.00	58.82%

Comparative Expenditures

Description	Expenditures This Month Current Year	Expenditures & Encumbrances Year To Date	Expenditures & Encumbrances Prior Year To Date	Budget This Year	Budget Used %
City Council	$5,495.35	$44,837.04	$51,084.98	$87,506.00	51.24%
City Clerk	6,426.20	72,355.62	62,317.50	111,168.00	65.09%
Municipal Court	176,792.56	975,440.14	957,063.21	1,683,726.00	57.93%
City Manager	38,904.68	212,321.17	290,396.94	359,365.00	59.08%
Construction Services	60,726.52	341,192.78	328,501.14	582,807.00	58.54%
Planning	71,660.78	709,091.70	287,456.84	1,122,695.00	63.16%
Law	0.04	68.33	166,931.42	166.00	41.16%
Human Resources	43,720.30	190,899.19	$0.00	385,255.00	49.55%
Civil Service	31,179.22	176,345.13	182,435.54	303,765.00	58.05%
Finance - Administration	125,240.90	747,034.10	783,304.55	1,191,657.00	62.69%
Finance - Purchasing	26,323.73	141,605.44	135,686.31	251,002.00	56.42%
Finance - Building Services	46,494.70	335,803.27	340,385.67	337,669.00	99.45%
Finance - Taxation	70,400.53	427,457.15	551,293.98	807,118.00	52.96%
Finance - Utility Cashiers	15,493.77	108,345.19	84,102.00	193,557.00	55.98%
PW - Administration	24,061.75	129,892.45	139,475.70	227,882.00	57.00%
PW - Engineering	52,454.89	308,415.35	247,707.61	493,731.00	62.47%
PW - Traffic Engineering	33,363.98	187,972.04	189,685.54	311,349.00	60.37%
PW - Signal	22,224.97	246,981.58	212,936.92	389,578.00	63.40%
Police	1,358,764.36	7,398,413.94	7,458,489.41	12,725,043.00	58.14%
Civilian Dispatch	70.36	10,633.00	9,550.00	9,550.00	111.34%
Bldg Maint - Criminal Justice	19,031.86	119,133.35	134,513.29	176,708.00	67.42%
Corrections	57,577.98	334,487.65	321,717.67	533,580.00	62.69%
Fire	935,452.77	5,685,866.15	5,359,601.37	9,450,754.00	60.16%
Fire Building Maintenance	21,653.96	134,070.83	132,017.81	191,688.00	69.94%
EMT/Paramedic Levy Expenditures	304,598.63	1,762,034.21	1,798,363.75	2,438,928.00	72.25%
Health - Administration	57,032.67	329,228.45	411,792.31	540,378.00	60.93%
Environmental Health	70,663.63	404,971.57	384,740.69	752,466.00	53.82%
Nursing	19,247.10	112,724.66	95,178.33	162,562.00	69.34%
Health - Bioterrorism	1,629.73	14,032.62	16,218.56	26,454.00	53.05%
Parks & Playground Maint	0.00	708.32	96,141.08	737.00	96.11%
Community Center	0.00	8,090.78	74,565.65	8,224.00	98.38%
M.J. Colligan Lodge	0.00	110.83	9,567.89	111.00	99.85%
Rivers Edge Park	0.00	5,942.99	0.00	5,942.00	100.02%
Special Approp - General	380,004.36	3,976,903.02	4,036,961.06	4,781,759.00	83.17%
Special Appropriations	190,688.06	1,550,367.19	816,744.33	1,729,343.00	89.65%
Income Tax Refunds	63,535.37	284,535.48	300,492.05	470,000.00	60.54%
Transfers Out	106,528.14	2,571,423.40	2,619,305.98	3,365,533.00	76.40%
CDBG Expense	29,801.99	62,200.83	110,969.69	85,000.00	73.18%
TOTAL EXPENDITURES	$4,467,245.84	$30,121,936.94	$29,197,696.77	$46,294,756.00	65.07%
FUND NET GAIN / LOSS	($1,095,890.26)	($3,798,948.47)	($2,735,440.42)	($1,546,544.00)	

INCOME STATEMENT - GENERAL FUND
SUPPORTING SCHEDULE - GENERAL REVENUE
MONTH ENDING July 31, 2016
(BUDGETARY BASIS)

	Revenue This Month Current Year	Revenue Year To Date	Revenue Prior Year To Date	% Increase/ Decrease Over Prior Year	Revenue Estimated	% Est. Received
TAXES						
Real Estate Taxes	$ -	$ 1,123,245.74	$ 1,386,154.03	-18.97%	$ 2,220,000.00	50.60%
Personal Property Taxes	-	-	47.13	-	-	
Income Tax - General Fund	1,705,790.00	12,849,728.90	11,923,231.95	7.77%	19,130,875.00	67.17%
Income Tax - JEDD 1	35,056.30	275,558.79	244,130.55	12.87%	385,000.00	71.57%
Income Tax - JEDD 2	9,661.98	104,508.03	89,750.00	16.44%	140,000.00	74.65%
Motel Tax	27,377.32	72,230.39	59,780.41	20.83%	84,000.00	85.99%
2/3rd KWH Tax Revenue	158,304.02	866,353.03	902,715.50	-4.03%	1,650,000.00	52.51%
1/3rd KWH Tax Revenue	79,150.82	433,170.01	451,350.98	-4.03%	810,000.00	53.48%
SUB-TOTAL-TAXES	$ 2,015,340.44	$ 15,724,794.89	$ 15,057,160.55	4.43%	$ 24,419,875.00	64.39%
LICENSES & PERMITS:						
Cable TV Franchise Fees	$ -	$ 345,151.19	$ 327,945.70	5.25%	$ 635,000.00	54.35%
Other Licenses, Permits	-	14,277.36	13,796.00	3.49%	7,600.00	187.86%
SUB-TOTAL LICENSES & PERMITS	$ -	$ 359,428.55	$ 341,741.70	5.18%	$ 642,600.00	55.93%
INTERGOVERNMENTAL						
ULGF - County	$ 90,603.37	$ 545,441.14	$ 563,119.85	-3.14%	$ 950,000.00	57.41%
ULGF - Direct	6,912.68	47,060.13	108,966.61	-56.81%	190,000.00	24.77%
Inheritance Taxes	-	17,144.43	7,832.50	-	-	
Other Intergovernmental	-	160,074.65	226,456.44	-29.31%	406,000.00	39.43%
SUB-TOTAL INTERGOVERNMENTAL	$ 97,516.05	$ 769,720.35	$ 906,375.40	-15.08%	$ 1,546,000.00	49.79%
CHARGES FOR SERVICES	$ 11,187.31	$ 86,746.95	$ 99,328.04	-12.67%	$ 403,850.00	21.48%
INVESTMENT INCOME	$ 7,999.36	$ 53,508.30	$ 60,468.54	-11.51%	$ 100,000.00	53.51%
MISCELLANEOUS	$ 53,622.20	78,396.15	26,368.24	-197.31%	$ 354,160.00	22.14%
TOTAL	$ 2,185,665.36	$ 17,072,595.19	$ 16,491,442.47	3.52%	$ 27,466,485.00	62.16%

INCOME STATEMENT - GENERAL FUND
SUPPORTING SCHEDULE - REIMBURSEMENT OF EXPENSE
MONTH ENDING July 31, 2016
(BUDGETARY BASIS)

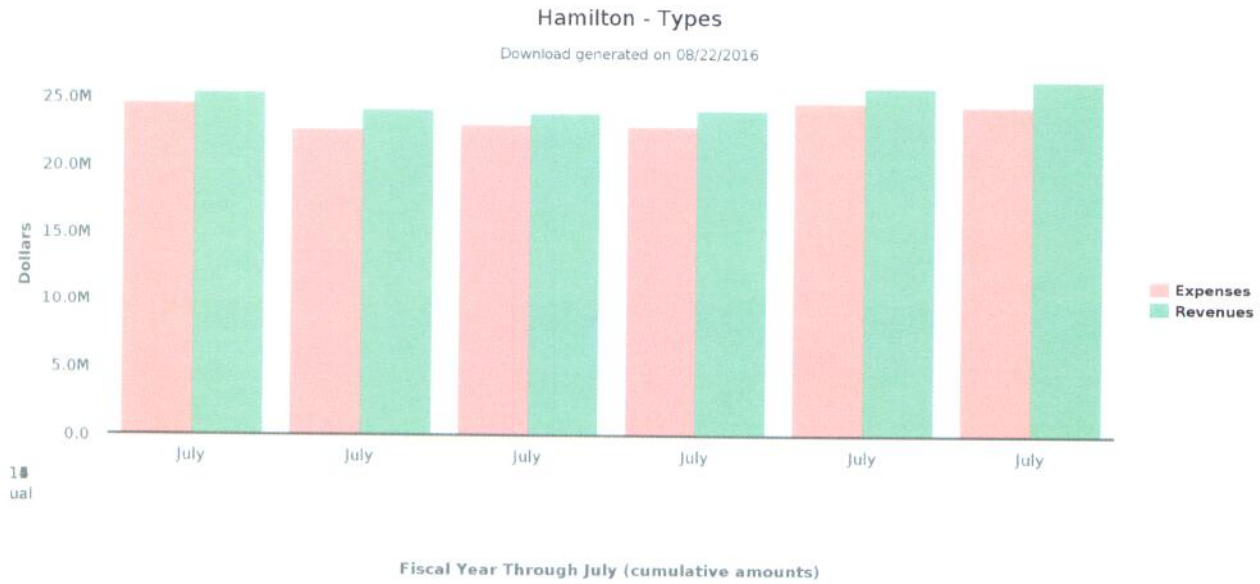
	Revenue This Month Current Year	Revenue Year To Date	Revenue Prior Year To Date	% Increase/ Decrease Over Prior Year	Revenue Estimated	% Est. Received
REIMBURSEMENT OF EXPENSE:						
FROM FUND:						
One Renaissance Center Fund 200	$ 10,783.59	$ 58,882.06	$ 63,020.96	-6.57%	$ 79,000.00	74.53%
FEMA Reimbursement Fund 205	-	-	-	-	-	
Stormwater Fund 279	14,193.55	78,926.86	72,486.72	8.88%	130,800.00	60.34%
Refuse Fund 280	6,325.31	34,130.51	36,349.66	-6.11%	61,000.00	55.95%
Street Maintenance Fund 281	45,752.52	291,009.15	289,697.99	0.45%	482,150.00	60.36%
Gas Fund 501	128,819.28	740,804.15	609,864.97	21.47%	1,300,000.00	56.98%
Electric Fund 502	138,977.22	836,448.92	710,545.72	17.72%	1,455,000.00	57.49%
Water Fund 503	128,819.28	740,804.15	609,864.97	21.47%	1,300,000.00	56.98%
Wastewater Fund 504	110,904.08	617,488.38	539,142.81	14.53%	1,020,000.00	60.54%
Parking Fund 550	6,672.80	36,171.79	36,902.81	-1.98%	62,500.00	57.87%
Golf Fund 560	-	-	-	-	-	
CDBG Reimbursement	5,280.54	39,256.00	136,636.67	-71.27%	110,000.00	35.69%
Public Safety & Health Inc Tax Fund 210	41,666.67	291,666.69	429,650.00	-32.12%	500,000.00	58.33%
SUB-TOTAL GENERAL	$ 638,194.84	$ 3,765,588.66	$ 3,534,163.28	6.55%	$ 6,500,450.00	57.93%
Law Enforcement Funds:						
Safety Helmet Grant Fund 232	-	-	-	-	-	
DARE Grant Fund 239	$ -	$ -	$ -	-	$ -	
Police Pension Fund 246	-	122,093.99	218,750.00	-44.19%	240,000.00	50.87%
Law Enforcement Block Grant 225	-	-	-	-	-	
2002 Police Levy Fund 249	-	391,686.49	554,166.69	-29.32%	730,000.00	53.66%
Court Special Project Fund 207	-	-	50,000.00	-	70,500.00	0.00%
Public Safety & Health Inc Tax Fund 210	112,500.00	787,500.00	682,675.00	15.36%	1,350,000.00	58.33%
CDBG Reimbursement	-	-	-	-	-	
SUB-TOTAL POLICE	$ 112,500.00	$ 1,301,280.48	$ 1,505,591.69	-13.57%	$ 2,390,500.00	54.44%
Fire Funds:						
Fire Pension Fund 250	$ -	$ 119,180.11	$ 212,916.69	-44.03%	$ 225,000.00	52.97%
Charter Fire Force Fund 252	-	398,369.94	612,500.00	-34.96%	745,000.00	53.47%
2002 Fire Levy Fund 253	-	387,883.63	565,833.38	-31.45%	720,000.00	53.87%
Public Safety & Health Inc Tax Fund 210	112,500.00	787,500.00	682,675.00	15.36%	1,350,000.00	58.33%
CDBG Reimbursement	-	-	-	-	-	
SUB-TOTAL FIRE	$ 112,500.00	$ 1,692,933.68	$ 2,073,925.07	-18.37%	$ 3,040,000.00	55.69%
TOTAL	$ 863,194.84	$ 6,759,802.82	$ 7,113,680.04	-4.97%	$ 11,930,950.00	56.66%

General Fund
Statement of Activities
For the Seven Months January through July

Hamilton - Types
Funds Filter: General Fund
Download generated on 08/22/2016

Account Group	Account Type	July 2011 Actual	July 2012 Actual	July 2013 Actual	July 2014 Actual	July 2015 Actual	July 2016 Actual
Revenues		$ 25,459,028	$ 24,142,211	$ 23,914,897	$ 24,176,355	$ 25,847,807	$ 26,322,366
Revenues	Taxes	14,604,066	14,178,786	14,719,806	14,497,145	15,291,449	15,902,014
Revenues	Miscellaneous Revenue	108,487	189,284	752	143,534	129,681	263,917
Revenues	Licenses & Permits	774,415	695,048	692,697	694,332	720,590	787,115
Revenues	Intergovernmental Revenue	1,449,642	1,154,669	670,980	702,032	749,392	706,549
Revenues	Charges for Services	7,901,304	7,290,640	7,356,957	7,562,127	8,452,380	8,096,566
Revenues	Recretation Fees	95,550	92,102	79,967	135,199	57,928	26,945
Revenues	Enterprise Revenues	0	0	0	0	0	0
Revenues	Fines and Forfeits	518,065	535,969	389,871	440,021	446,386	539,261
Revenues	Other Financing Sources	7,498	5,711	3,867	1,964	0	0
Expenses		24,748,502	22,713,081	23,075,558	23,060,941	24,768,834	24,524,167
Expenses	Personnel Services & Benefits	21,023,234	19,194,962	18,409,800	18,135,759	18,258,159	18,275,315
Expenses	Other Expenditures	3,720,769	3,518,119	4,665,626	4,925,182	6,510,675	6,248,852
Expenses	Capital Improvements	4,500	0	132	0	0	0
Revenues Less Expenses		**$ 710,526**	**$ 1,429,130**	**$ 839,339**	**$ 1,115,414**	**$ 1,078,973**	**$ 1,798,199**

*Revenue and Expense totals exclude transfers in/out



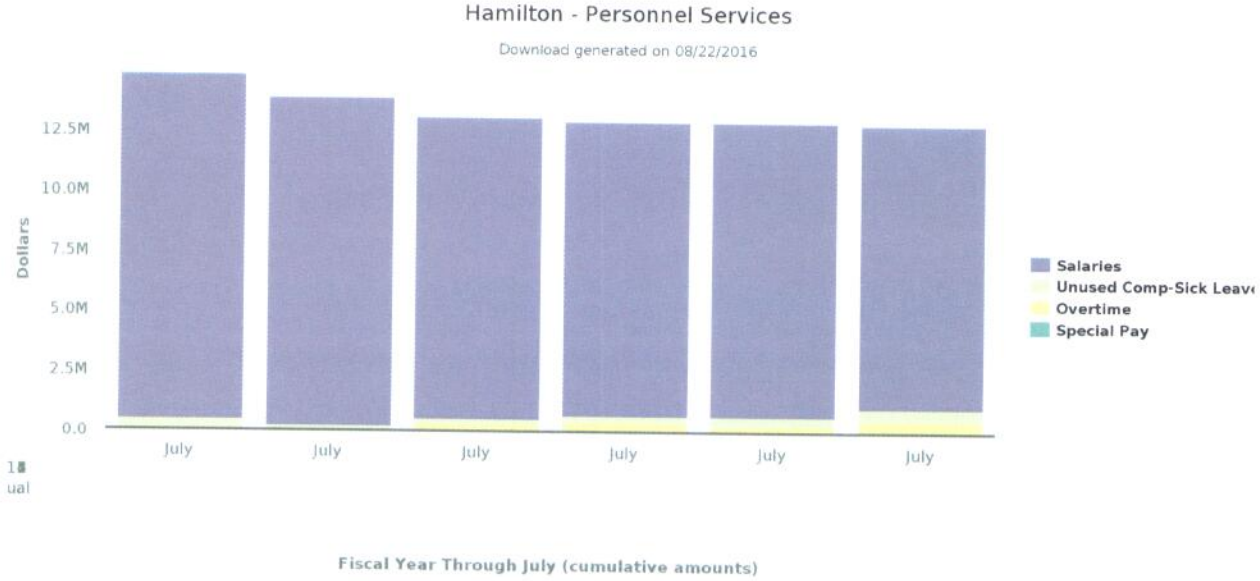
General Fund
Wages Paid all General Fund Departments
For the Seven Months January through July

- The City experienced 15 pays through July for 2011 – 2014 and 2016 as well as 16 pays through July for 2015.
- Overtime and Special Pay was broken out as a separate line item in 2013. In 2012 and before, they were included in Salaries – Regular Employees.

Hamilton - Personnel Services

Funds Filter: General Fund
Download generated on 08/22/2016

Account Group	July 2011 Actual	July 2012 Actual	July 2013 Actual	July 2014 Actual	July 2015 Actual	July 2016 Actual
Salaries	$ 14,323,868	$ 13,673,638	$ 12,556,960	$ 12,242,019	$ 12,290,159	$ 11,816,126
Unused Comp-Sick Leave	485,492	245,117	221,842	246,483	375,369	475,076
Overtime	0	0	298,758	429,216	286,359	479,988
Special Pay	0	0	37,237	19,241	22,689	95,068
Total	**$ 14,809,360**	**$ 13,918,755**	**$ 13,114,797**	**$ 12,936,959**	**$ 12,974,576**	**$ 12,866,258**



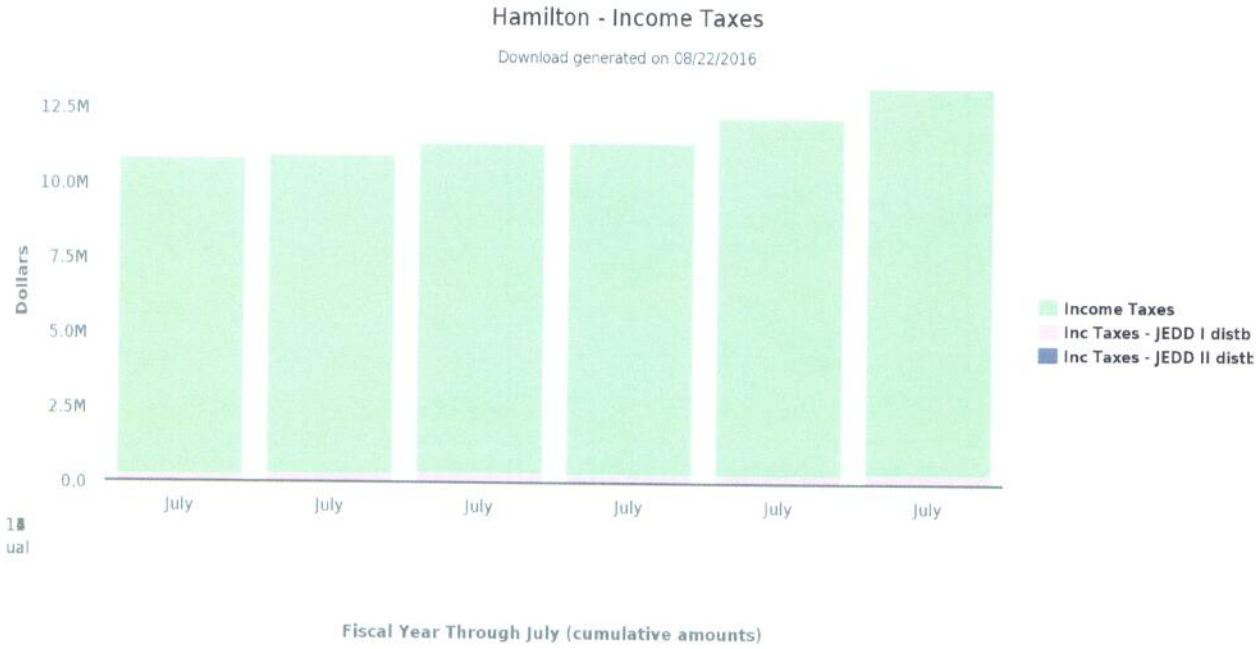
General Fund Income Tax Collections
For the Seven Months January through July

Hamilton - Income Taxes

Funds Filter: General Fund

Download generated on 08/22/2016

Account Group	July 2011 Actual	July 2012 Actual	July 2013 Actual	July 2014 Actual	July 2015 Actual	July 2016 Actual
Income Taxes	$ 10,565,299	$ 10,619,731	$ 11,001,831	$ 11,066,599	$ 11,923,232	$ 12,849,729
Inc Taxes - JEDD I distb	208,687	240,065	260,977	233,084	244,131	275,559
Inc Taxes - JEDD II distb	71,730	81,312	91,841	83,575	89,750	104,508
Total	**$ 10,845,716**	**$ 10,941,108**	**$ 11,354,649**	**$ 11,383,258**	**$ 12,257,113**	**$ 13,229,796**



Summary of Cash Basis Activity
For the One Month Period Ending July 31, 2016

	Balance July 01, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance July 31, 2016	Purchase Orders Outstanding	Unencumbered Cash
GENERAL							
100 General	$7,964,514.11	$3,372,855.37	$3,224,970.19	($1,236,032.45)	$6,876,366.84	$3,026,346.27	$3,850,020.57
SPECIAL REVENUE							
200 One Renaissance Center Fd	1,651,730.73	175,600.00	86,537.03	4,104.36	1,744,898.06	175,214.02	$1,569,684.04
2013 HOME FUND 2013	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
2014 HOME FUND 2014	19,424.00	0.00	0.00	0.00	19,424.00	89,424.00	($70,000.00)
2015 Home Fund 2015	31,310.27	1,028.42	1,028.42	0.00	31,310.27	47,286.06	($15,975.79)
205 Fed. Emg.Mgmt.Fund (FEMA)	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
206 Youthbuild Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
207 Hamilton Court Sec.Proj.	60,396.07	4,902.34	0.00	326.50	65,624.91	0.00	$65,624.91
208 Hamilton Court Sp Proj Fd	131,298.81	2,329.00	0.00	(4,155.00)	129,472.81	9,625.00	$119,847.81
210 Pub Safety/Health Inc Tax	520,003.52	235,020.44	272,375.90	35,568.55	518,216.61	0.00	$518,216.61
211 Rounding Up Util Acct Trs	1,106.01	61.23	0.00	22.37	1,189.61	377.23	$812.38
212 Hamilton Mun Ct Cap Imp	36,909.04	9,809.79	(9,469.01)	(11,473.51)	44,714.33	8,499.50	$36,214.83
213 MIT Aggregatn/Verifctn Fd	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
215 Hamltn Cap Imp Debt Serv	2,664,611.75	188,016.35	88,948.68	(114,169.78)	2,649,509.64	452,639.64	$2,196,870.00
218 Brownfield Red Pilot Proj	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
219 Brownfields Job Trng Init	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
220 Weed & Seed Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
221 Dispute Resolutn Proc Fd	17,895.68	744.00	1,108.32	747.88	18,279.24	0.00	$18,279.24
222 DOJ Forfeiture Prog Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
223 Brownfields Rev Loan Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
224 GREAT Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
225 Justice Assistance Grant	4,495.67	0.00	0.00	0.00	4,495.67	2,934.00	$1,561.67
226 Weed & Seed Grnt Exp Site	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
227 Land Reutilization Fund	(395.77)	0.00	6,012.00	(2,195.73)	(8,603.50)	98,324.35	($106,927.85)
230 Targeted Oriented Policng	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
231 Law Enforcement Trust	93,104.60	4,296.89	6,431.34	(1,165.65)	89,804.50	690.00	$89,114.50
232 Safety Helmet Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
233 Safety Seat Belt Grant	14.97	0.00	0.00	0.00	14.97	0.00	$14.97
235 Public Safety Spec Proj	134,454.88	0.00	3,699.73	(448.50)	130,306.65	1,931.40	$128,375.25
237 Police Hiring Supp Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
238 Probation Services Fund	147,197.31	19,758.41	18,322.72	(15,765.04)	132,867.96	1,360.71	$131,507.25
239 Dare Program	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
240 Drug Law Enforcmt Trust	91,428.73	89,849.60	4,507.26	(90,315.46)	86,455.61	9,198.63	$77,256.98
241 Dui Enfrcmt & Eductn Trst	3,867.49	89.00	217.28	63.33	3,802.54	340.66	$3,461.88
242 Indignt Drivrs Alcohl Trt	163,943.29	2,581.39	0.00	(8.55)	166,516.13	10,000.00	$156,516.13
244 Metro Housing Auth Pol Gr	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
245 Police K-9 Unit Fund	100.00	0.00	0.00	0.00	100.00	0.00	$100.00
246 Police Pension Fund	731.43	17,731.43	17,000.00	(731.43)	731.43	0.00	$731.43
247 CDBG Police Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
248 COPS MORE Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
249 Police Levy Fund	998.28	45,998.28	45,000.00	(998.28)	998.28	0.00	$998.28
250 Firemen's Pension Fund	622.79	14,622.79	14,000.00	(622.79)	622.79	0.00	$622.79
251 Emergency Med Serv Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
252 Charter Fire Force Fund	742.63	48,742.63	48,000.00	(742.63)	742.63	0.00	$742.63
253 Fire EMS Levy Fund	998.28	45,998.28	45,000.00	(998.28)	998.28	0.00	$998.28
254 Technology Initiative Fnd	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
255 Energy Effc Block Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
256 Local Energy Assur Plng	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
260 Immunizatn Actn Plan Gran	183,643.26	14,662.19	4,580.71	717.33	194,442.07	9,977.30	$184,464.77
261 Kathryn Weiland Trust Inc	4,982.39	2.47	389.55	389.34	4,984.65	610.45	$4,374.20
262 Clinical Services Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
270 Str & Pks Beautification	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
279 Stormwater Mgmt. Fund	2,067,543.62	180,302.03	134,323.36	(42,197.98)	2,071,324.31	633,965.75	$1,437,358.56
280 Refuse Fund	1,665,314.81	334,175.89	361,413.94	(32,368.31)	1,605,708.45	1,585,968.29	$19,740.16
281 Street Maintenance Fund	392,353.91	238,356.30	203,097.38	(112,197.17)	315,415.66	183,836.11	$131,579.55
282 Transit System	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
283 Convntn & Vistrs Bur Fund	19,423.33	0.00	0.00	7,954.00	27,377.33	0.00	$27,377.33
284 Miami Conservancy Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
800 CDBG - Revolving Loan Fd	37,346.50	998.30	322.17	3,056.39	41,079.02	0.00	$41,079.02
801 HOME - Revolving Loan Fnd	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
802 Neighborhood Stabl.Prgm	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
803 HPRP Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
804 Neighborhood Stabl. Program 3	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
913 CDBG 2012 - 2013	76,482.64	0.00	0.00	0.00	76,482.64	0.00	$76,482.64
914 CDBG FUND 2014	28,207.09	0.00	0.00	0.00	28,207.09	0.00	$28,207.09
915 CDBG FUND 915	45,741.10	4,377.50	0.00	(4,377.50)	45,741.10	45,899.20	($158.10)
916 CDBG Fund 2015-2016	43,707.76	72,003.40	50,515.05	(25,288.35)	39,907.76	92,869.85	($52,962.09)
Total Special Revenue	$10,341,736.87	$1,752,058.35	$1,403,361.83	($407,269.89)	$10,283,163.50	$3,460,972.15	$6,822,191.35
CAPITAL PROJECTS							
300 Capital Projects Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
301 Special Assessments	360,002.76	1,094.63	165,723.45	160,399.93	355,773.87	172,461.02	$183,312.85
302 High Street Property	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
303 Lowes MITIE Talawanda Fund	19,707.90	0.00	0.00	0.00	19,707.90	0.00	$19,707.90
304 Walmart MITIE Hamilton Fund	25,583.03	0.00	0.00	0.00	25,583.03	0.00	$25,583.03
305 Hamilton Enterprise Park	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
306 Hamilton Streetscape Imp	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
307 Issue II Project Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
308 Matandy Steel MPITIE Fund	24,601.51	0.00	0.00	0.00	24,601.51	0.00	$24,601.51
309 Robinson Schwenn MPITIE Fund	620.45	0.00	0.00	0.00	620.45	0.00	$620.45
310 Clean Ohio Grants Program	0.00	80,534.19	0.00	(80,534.19)	0.00	0.00	$0.00
311 Infrastructure Renwl Prgm	1,153,757.92	51,072.13	331,817.69	(69,514.81)	803,497.55	4,124,423.99	($3,320,926.44)
348 RIDs - MPITIE Citywide District	61,942.99	0.00	0.00	0.00	61,942.99	0.00	$61,942.99
349 RIDs - MPITIE North District	3,488.69	0.00	0.00	0.00	3,488.69	0.00	$3,488.69
350 RIDs - MPITIE South District	5,491.76	0.00	0.00	0.00	5,491.76	0.00	$5,491.76
351 Quality Publishing MPITIE Fund	5,240.07	0.00	0.00	0.00	5,240.07	0.00	$5,240.07
352 Shoppes @ Hamilton MPITIE Fund	19,674.44	0.00	0.00	0.00	19,674.44	0.00	$19,674.44
353 Historic Developers (Mercantile)	3,877.54	0.00	0.00	0.00	3,877.54	0.00	$3,877.54
354 Tippman Properties MPITIE Fund	365.35	0.00	0.00	0.00	365.35	0.00	$365.35
355 Neturen Manufacturing TIF	16,767.75	0.00	0.00	0.00	16,767.75	0.00	$16,767.75
Total Capital Projects	$1,701,122.16	$132,700.95	$497,541.14	$10,350.93	$1,346,632.90	$4,296,885.01	($2,950,252.11)

Summary of Cash Basis Activity
For the One Month Period Ending July 31, 2016

	Balance July 01, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance July 31, 2016	Purchase Orders Outstanding	Unencumbered Cash
ENTERPRISE - GAS							
501 Gas Utility	3,418,856.87	1,185,057.34	1,259,431.10	(85,911.31)	3,258,571.80	881,881.30	$2,376,690.50
510 Gas Sys Special Proj.Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
512 Gas Construction Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
515 Gas Cap Imprmt Fund	879,817.65	1,200.00	153,933.07	937.88	728,022.46	716,354.51	$11,667.95
516 Gas Rate Stabilization Fd	2,517,414.45	652.52	0.00	200.37	2,518,267.34	0.00	$2,518,267.34
517 Gas System Reserve Fund	1,033,000.00	0.00	0.00	0.00	1,033,000.00	0.00	$1,033,000.00
518 Gas Bond Service Fund	0.00	31,655.78	0.00	(31,655.78)	0.00	0.00	$0.00
Sub-Total - Gas	$7,849,088.97	$1,218,565.64	$1,413,364.17	($116,428.84)	$7,537,861.60	$1,598,235.81	$5,939,625.79
ENTERPRISE - ELECTRIC							
502 Electric Utility	10,307,904.29	143,430,064.67	39,448,445.25	(103,943,762.85)	10,345,760.86	3,918,182.73	$6,427,578.13
520 Elec Sys Spec Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
522 Electric Construction Fd	266,896.07	0.00	0.00	0.00	266,896.07	228,255.98	$38,640.09
523 Boiler No. 9 Scrubber Prj	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
524 Hydroelectric Oprtns Fund	2,512,462.88	0.00	162,319.38	299,508.09	2,649,651.59	66,350.13	$2,583,301.46
525 Electric Cap Imprvmt Fund	(747,646.16)	650.00	500,638.95	(26,229.36)	(1,273,864.47)	1,502,673.52	($2,776,537.99)
526 Elec Rate Stablztn Fund	4,019,037.87	1,041.75	0.00	319.89	4,020,399.51	0.00	$4,020,399.51
527 Elec System Reserve Fund	38,030,869.47	35,014,037.37	0.00	(35,005,417.74)	38,039,489.10	0.00	$38,039,489.10
528 92 Electric Bd Service Fd	0.00	217,923.16	0.00	(217,923.16)	0.00	0.00	$0.00
529 Electric Debt Rductn Resv	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
Sub-Total - Electric	$54,389,524.42	$178,663,716.95	$40,111,403.58	($138,893,505.13)	$54,048,332.66	$5,715,462.36	$48,332,870.30
ENTERPRISE - WATER							
503 Water Utility	2,976,713.88	1,005,190.42	996,865.00	2,073.63	2,987,112.93	783,284.18	$2,203,828.75
530 Water Sys Spec. Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
531 Water Construction Fund	129,357.40	0.00	147,988.92	147,414.17	128,782.65	57,529.90	$71,252.75
535 Water Cap Imprmt Fund	5,036,048.54	540.00	23,614.19	4,977.29	5,017,951.64	3,229,843.38	$1,788,108.26
536 Water Rate Stablztn Fund	1,585,040.40	410.85	0.00	126.16	1,585,577.41	0.00	$1,585,577.41
537 Water System Reserve Fund	2,470,283.94	0.00	0.00	0.00	2,470,283.94	0.00	$2,470,283.94
Sub-Total - Water	$12,197,444.16	$1,006,141.27	$1,168,468.11	$154,591.25	$12,189,708.57	$4,070,657.46	$8,119,051.11
ENTERPRISE - WASTEWATER							
504 Wastewater Utility	1,603,774.28	993,698.58	940,869.50	(174,302.36)	1,482,301.00	647,042.24	$835,258.76
540 Wastewater Sp Proj fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
541 Wastewater Constructn Fd	8,070,183.07	0.00	106,204.03	33,128.18	7,997,107.22	3,900,151.06	$4,096,956.16
542 Wwater Debt Procds-Const.	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
543 Riverside Nature Area Con	24,819.68	12.32	0.00	(1.04)	24,830.96	0.00	$24,830.96
545 Wastewater Cap Imprvmt Fd	4,997,802.54	5,636.00	405,024.74	404,148.96	5,002,562.76	1,335,134.54	$3,667,428.22
546 Wastewtr Rate Stablztn Fd	2,037,114.35	528.03	0.00	162.14	2,037,804.52	0.00	$2,037,804.52
547 Wastewater Sys Reserve Fd	3,230,000.00	0.00	0.00	0.00	3,230,000.00	0.00	$3,230,000.00
548 Wastewater Bond Service	0.00	394,018.09	0.00	(394,018.09)	0.00	0.00	0.00
Sub-Total - Wastewater	$19,963,693.92	$1,393,893.02	$1,452,098.27	($130,882.21)	$19,774,606.46	$5,882,327.84	$13,892,278.62
ENTERPRISE - OTHER							
550 Parking Fund	178,082.82	27,580.18	26,118.81	(4,696.99)	174,847.20	8,769.89	$166,077.31
551 Pkg Capital Imprvmt Fund	1,499,709.30	0.00	0.00	(153,337.05)	1,346,372.25	1,062,252.95	$284,119.30
560 Golf Fund	277,232.29	136,827.61	117,932.08	584.30	296,712.12	233,426.97	$63,285.15
561 Golf Rate Stblztn Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
570 Central Park Sports Arena	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub-Total - Other	$1,955,024.41	$164,407.79	$144,050.89	($157,449.74)	$1,817,931.57	$1,304,449.81	$513,481.76
Total - Enterprise	$96,354,775.88	$182,446,724.67	$44,289,385.02	($139,143,674.67)	$95,368,440.86	18,571,133.28	$76,797,307.58
INTERNAL SERVICES							
610 Fleet Maintenance Fund	154,709.27	200,941.06	210,448.98	52,968.38	198,169.73	318,100.82	($119,931.09)
620 Central Services	23,795.44	604,093.99	601,699.01	(18,333.22)	7,857.20	807,362.67	($799,505.47)
640 Central Benefits Fund	1,611,800.63	0.00	0.00	0.00	1,611,800.63	0.00	$1,611,800.63
650 Economic Budget Stabilization	493,978.00	0.00	0.00	0.00	493,978.00	0.00	$493,978.00
Total - Internal Services	$2,284,283.34	$805,035.05	$812,147.99	$34,635.16	$2,311,805.56	$1,125,463.49	$1,186,342.07
TRUST AND AGENCY							
700 Travel Advance Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
710 Employee Txs & Bnfts Fund	354,301.35	0.00	0.00	1,073,618.77	1,427,920.12	0.00	$1,427,920.12
711 Buildng Stds Fee Assmt Fu	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
712 Misc Collectn For Others	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
715 Unclaimed Monies Fund	100,116.19	0.00	0.00	0.00	100,116.19	0.00	$100,116.19
720 West Milton Tax Collectn	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
721 New Miami Tax Collectn Fu	27,265.02	0.00	0.00	4,142.12	31,407.14	0.00	$31,407.14
722 Oxford Tax Collectn Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
723 Eaton Tax Collection Fund	0.00	0.00	0.00	110.71	110.71	0.00	$110.71
724 Monroe Tax Collection Fun	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
726 Butler Cty Annex Tax Fund	21,711.01	0.00	0.00	4,157.32	25,868.33	0.00	$25,868.33
727 Ham.Cen.Bus.Sp.Imprv Dst.	20,041.54	0.00	0.00	53,331.04	73,372.58	0.00	$73,372.58
728 Joint Ecnmic Dvlp Dstrc I	22,613.95	0.00	0.00	(1,177.76)	21,436.19	0.00	$21,436.19
729 Phillipsburg Tax Collctn	7,387.68	0.00	0.00	(2,097.25)	5,290.43	0.00	$5,290.43
730 Benninghoffen Trust Fund	75,000.00	0.00	0.00	0.00	75,000.00	0.00	$75,000.00
731 Joint Ecnmic Dvlp Dist II	64,683.10	0.00	0.00	(12,920.90)	51,762.20	0.00	$51,762.20
732 Village of New Paris Tax Collect	9,301.69	0.00	0.00	3,489.89	12,791.58	0.00	$12,791.58
740 Fire Damage Dep Escrow Fu	105,586.36	0.00	0.00	0.00	105,586.36	0.00	$105,586.36
745 Police Prop.Rm Forfeiture	236,029.62	0.00	0.00	0.00	236,029.62	0.00	$236,029.62
752 Municipal Court Cash	259,710.45	0.00	0.00	0.00	259,710.45	0.00	$259,710.45
760 Treasury Investment Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
775 Sinking Fund	0.00	57,403.53	57,403.53	0.00	0.00	0.00	$0.00
Total - Trust and Agency	$1,303,747.96	$57,403.53	$57,403.53	$1,122,653.94	$2,426,401.90	$0.00	$2,426,401.90
TOTAL	$119,950,180.32	$188,566,777.92	$50,284,809.70	($139,619,336.98)	$118,612,811.56	$30,480,800.20	$88,132,011.36

*Zero Balance Due to Funds Restricted for Future Bond Payments

Summary of Cash Basis Activity
For the Seven Months Period Ending July 31, 2016

	Balance Jan. 1, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance July 31, 2016	Purchase Orders Outstanding	Unencumbered Cash
GENERAL							
100 General	$7,561,294.13	$20,064,407.13	$19,144,951.13	($1,604,383.29)	$6,876,366.84	$3,026,346.27	$3,850,020.57
SPECIAL REVENUE							
200 One Renaissance Center Fd	1,174,290.02	892,061.06	564,879.04	243,426.02	1,744,898.06	175,214.02	$1,569,684.04
2013 HOME FUND 2013	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
2014 HOME FUND 2014	19,424.00	28,952.30	28,952.30	0.00	19,424.00	89,424.00	($70,000.00)
2015 Home Fund 2015	31,310.27	55,537.44	55,537.44	0.00	31,310.27	47,286.06	($15,975.79)
205 Fed. Emg.Mgmt.Fund (FEMA)	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
206 Youthbuild Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
207 Hamilton Court Sec.Proj.	29,551.90	26,236.51	0.00	9,836.50	65,624.91	0.00	$65,624.91
208 Hamilton Court Sp Proj Fd	125,055.06	13,247.75	9,250.00	420.00	129,472.81	9,625.00	$119,847.81
210 Pub Safety/Health Inc Tax	358,239.35	1,556,569.39	1,362,901.31	(33,690.82)	518,216.61	0.00	$518,216.61
211 Rounding Up Util Acct Trs	377.23	615.40	0.00	196.98	1,189.61	377.23	$812.38
212 Hamilton Mun Ct Cap Imp	31,420.68	52,160.12	53,395.39	14,528.92	44,714.33	8,499.50	$36,214.83
213 MIT Aggregatn/Verifctn Fd	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
215 Hamltn Cap Imp Debt Serv	2,829,990.47	1,822,728.46	1,920,514.13	(82,695.16)	2,649,509.64	452,639.64	$2,196,870.00
218 Brownfield Red Pilot Proj	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
219 Brownfields Job Trng Init	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
220 Weed & Seed Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
221 Dispute Resolutn Proc Fd	16,469.40	3,450.00	2,284.28	644.12	18,279.24	0.00	$18,279.24
222 DOJ Forfeiture Prog Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
223 Brownfields Rev Loan Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
224 GREAT Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
225 Justice Assistance Grant	4,495.67	0.00	0.00	0.00	4,495.67	2,934.00	$1,561.67
226 Weed & Seed Grnt Exp Site	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
227 Land Reutilization Fund	62,824.23	0.00	50,973.00	(20,454.73)	(8,603.50)	98,324.35	($106,927.85)
230 Targeted Oriented Policng	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
231 Law Enforcement Trust	89,185.41	11,239.40	10,634.34	14.03	89,804.50	690.00	$89,114.50
232 Safety Helmet Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
233 Safety Seat Belt Grant	14.97	0.00	0.00	0.00	14.97	0.00	$14.97
235 Public Safety Spec Proj	122,610.34	29,046.00	15,932.49	(5,417.20)	130,306.65	1,931.40	$128,375.25
237 Police Hiring Supp Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
238 Probation Services Fund	155,545.92	92,629.41	98,078.60	(17,228.77)	132,867.96	1,360.71	$131,507.25
239 Dare Program	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
240 Drug Law Enforcmt Trust	13,985.51	91,033.10	13,072.98	(5,490.02)	86,455.61	9,198.63	$77,256.98
241 Dui Enfrcmt & Eductn Trst	4,848.51	1,276.20	384.92	(1,937.25)	3,802.54	340.66	$3,461.88
242 Indignt Drivrs Alcohl Trt	152,356.69	10,399.70	0.00	3,759.74	166,516.13	10,000.00	$156,516.13
244 Metro Housing Auth Pol Gr	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
245 Police K-9 Unit Fund	100.00	0.00	0.00	0.00	100.00	0.00	$100.00
246 Police Pension Fund	13.79	122,811.63	122,093.99	0.00	731.43	0.00	$731.43
247 CDBG Police Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
248 COPS MORE Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
249 Police Levy Fund	10,238.42	382,446.35	391,686.49	0.00	998.28	0.00	$998.28
250 Firemen's Pension Fund	99.91	119,702.99	119,180.11	0.00	622.79	0.00	$622.79
251 Emergency Med Serv Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
252 Charter Fire Force Fund	102.59	399,009.98	398,369.94	(0.00)	742.63	0.00	$742.63
253 Fire EMS Levy Fund	6,435.56	382,446.35	387,883.63	0.00	998.28	0.00	$998.28
254 Technology Initiative Fnd	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
255 Energy Effc Block Grant	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
256 Local Energy Assur Plng	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
260 Immunizatn Actn Plan Gran	201,756.77	14,662.19	24,802.66	2,825.77	194,442.07	9,977.30	$184,464.77
261 Kathryn Weiland Trust Inc	3,927.85	1,438.73	389.55	7.62	4,984.65	610.45	$4,374.20
262 Clinical Services Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
270 Str & Pks Beautification	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
279 Stormwater Mgmt. Fund	1,898,722.40	906,507.95	751,112.13	17,206.09	2,071,324.31	633,965.75	$1,437,358.56
280 Refuse Fund	1,788,351.73	1,670,370.37	1,752,716.99	(100,296.66)	1,605,708.45	1,585,968.29	$19,740.16
281 Street Maintenance Fund	236,148.03	1,118,176.77	1,003,983.65	(34,925.49)	315,415.66	183,836.11	$131,579.55
282 Transit System	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
283 Convntn & Vistrs Bur Fund	27,152.92	44,853.08	52,582.67	7,954.00	27,377.33	0.00	$27,377.33
284 Miami Conservancy Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
800 CDBG - Revolving Loan Fd	16,701.58	17,174.69	322.17	7,524.92	41,079.02	0.00	$41,079.02
801 HOME - Revolving Loan Fnd	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
802 Neighborhood Stabl.Prgm	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
803 HPRP Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
804 Neighborhood Stabl. Program 3	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
913 CDBG 2012 - 2013	76,482.64	0.00	0.00	0.00	76,482.64	0.00	$76,482.64
914 CDBG FUND 2014	28,207.09	0.00	0.00	0.00	28,207.09	0.00	$28,207.09
915 CDBG FUND 915	45,741.10	43,961.45	43,961.45	0.00	45,741.10	45,899.20	($158.10)
916 CDBG Fund 2015-2016	43,746.76	317,515.96	317,515.96	(3,839.00)	39,907.76	92,869.85	($52,962.09)
Total Special Revenue	$9,605,924.77	$10,228,260.73	$9,553,391.61	$2,369.61	$10,283,163.50	$3,460,972.15	$6,822,191.35
CAPITAL PROJECTS							
300 Capital Projects Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
301 Special Assessments	360,137.98	190,373.68	205,640.03	10,902.24	355,773.87	172,461.02	$183,312.85
302 High Street Property	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
303 Lowes MITIE Talawanda Fund	2,117.09	51,692.17	34,101.36	0.00	19,707.90	0.00	$19,707.90
304 Walmart MITIE Hamilton Fund	1,553.99	92,863.90	68,834.86	0.00	25,583.03	0.00	$25,583.03
305 Hamilton Enterprise Park	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
306 Hamilton Streetscape Imp	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
307 Issue II Project Fund	0.00	234,418.27	234,418.27	0.00	0.00	0.00	$0.00
308 Matandy Steel MPITIE Fund	18,478.93	24,879.13	18,756.55	0.00	24,601.51	0.00	$24,601.51
309 Robinson Schwenn MPITIE Fund	881.48	2,252.19	2,513.22	0.00	620.45	0.00	$620.45
310 Clean Ohio Grants Program	0.00	116,650.13	36,115.94	(80,534.19)	0.00	0.00	$0.00
311 Infrastructure Renwl Prgm	951,883.75	1,885,785.66	1,436,409.74	(597,762.12)	803,497.55	4,124,423.99	($3,320,926.44)
348 RIDs - MPITIE Citywide District	881.97	205,694.49	144,633.47	0.00	61,942.99	0.00	$61,942.99
349 RIDs - MPITIE North District	3,426.10	8,698.70	8,636.11	0.00	3,488.69	0.00	$3,488.69
350 RIDs - MPITIE South District	801.74	18,190.62	13,500.60	0.00	5,491.76	0.00	$5,491.76
351 Quality Publishing MPITIE Fund	5,306.07	5,299.20	5,365.20	0.00	5,240.07	0.00	$5,240.07
352 Shoppes @ Hamilton MPITIE Fund	34.67	71,416.28	51,776.51	0.00	19,674.44	0.00	$19,674.44
353 Historic Developers (Mercantile)	3,988.19	14,075.07	14,185.72	0.00	3,877.54	0.00	$3,877.54
354 Tippman Properties MPITIE Fund	24.44	1,326.21	985.30	0.00	365.35	0.00	$365.35
355 Neturen Manufacturing TIF	0.00	60,865.28	44,097.53	0.00	16,767.75	0.00	$16,767.75
Total Capital Projects	$1,349,516.40	$2,984,480.98	$2,319,970.41	($667,394.07)	$1,346,632.90	$4,296,885.01	($2,950,252.11)

Summary of Cash Basis Activity
For the Seven Months Period Ending July 31, 2016

	Balance Jan. 1, 2016	Monthly Receipts	Monthly Disbursements	Non-Cash Items	Balance July 31, 2016	Purchase Orders Outstanding	Unencumbered Cash
ENTERPRISE - GAS							
501 Gas Utility	1,071,822.13	11,218,483.13	9,390,113.73	358,380.27	3,258,571.80	881,881.30	$2,376,690.50
510 Gas Sys Special Proj.Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
512 Gas Construction Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
515 Gas Cap Imprmt Fund	1,376,216.91	8,000.00	436,616.89	(219,577.56)	728,022.46	716,354.51	$11,667.95
516 Gas Rate Stabilization Fd	2,512,451.11	3,976.64	0.00	1,839.59	2,518,267.34	0.00	$2,518,267.34
517 Gas System Reserve Fund	1,033,000.00	0.00	0.00	0.00	1,033,000.00	0.00	$1,033,000.00
518 Gas Bond Service Fund	0.00	159,019.70	91,462.50	(67,557.20)	0.00	0.00	$0.00
Sub-Total - Gas	$5,993,490.15	$11,389,479.47	$9,918,193.12	$73,085.10	$7,537,861.60	$1,598,235.81	$5,939,625.79
ENTERPRISE - ELECTRIC							
502 Electric Utility	7,610,880.19	163,449,327.58	55,544,395.73	(105,170,051.18)	10,345,760.86	3,918,182.73	$6,427,578.13
520 Elec Sys Spec Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
522 Electric Construction Fd	685,234.78	0.00	0.00	(418,338.71)	266,896.07	228,255.98	$38,640.09
523 Boiler No. 9 Scrubber Prj	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
524 Hydroelectric Oprtns Fund	2,278,132.19	1,193,691.65	822,964.04	791.79	2,649,651.59	66,350.13	$2,583,301.46
525 Electric Cap Imprvmt Fund	1,356,766.53	2,750.00	2,351,150.23	(282,230.77)	(1,273,864.47)	1,502,673.52	($2,776,537.99)
526 Elec Rate Stablztn Fund	4,011,113.91	6,348.70	0.00	2,936.90	4,020,399.51	0.00	$4,020,399.51
527 Elec System Reserve Fund	3,005,794.24	35,018,014.22	0.00	15,680.64	38,039,489.10	0.00	$38,039,489.10
528 92 Electric Bd Service Fd	0.00	1,249,339.66	820,291.88	(429,047.78)	0.00	0.00	$0.00
529 Electric Debt Rductn Resv	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
Sub-Total - Electric	$18,947,921.84	$200,919,471.81	$59,538,801.88	($106,280,259.11)	$54,048,332.66	$5,715,462.36	$48,332,870.30
ENTERPRISE - WATER							
503 Water Utility	1,843,464.78	5,632,511.15	4,519,192.52	30,329.52	2,987,112.93	783,284.18	$2,203,828.75
530 Water Sys Spec. Proj Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
531 Water Construction Fund	319,489.85	0.00	175,277.25	(15,429.95)	128,782.65	57,529.90	$71,252.75
535 Water Cap Imprmt Fund	5,323,289.48	4,170.00	254,430.28	(55,077.56)	5,017,951.64	3,229,843.38	$1,788,108.26
536 Water Rate Stablztn Fund	1,581,915.33	2,503.82	0.00	1,158.26	1,585,577.41	0.00	$1,585,577.41
537 Water System Reserve Fund	2,470,283.94	0.00	0.00	0.00	2,470,283.94	0.00	$2,470,283.94
Sub-Total - Water	$11,538,443.38	$5,639,184.97	$4,948,900.05	($39,019.73)	$12,189,708.57	$4,070,657.46	$8,119,051.11
ENTERPRISE - WASTEWATER							
504 Wastewater Utility	1,258,909.99	4,990,491.45	4,717,388.94	(49,711.50)	1,482,301.00	647,042.24	$835,258.76
540 Wastewater Sp Proj fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
541 Wastewater Constructn Fd	9,181,657.01	138,697.65	1,241,625.15	(81,622.29)	7,997,107.22	3,900,151.06	$4,096,956.16
542 Wwater Debt Procds-Const.	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
543 Riverside Nature Area Con	24,757.05	36.42	0.00	37.49	24,830.96	0.00	$24,830.96
545 Wastewater Cap Imprvmt Fd	6,267,710.23	97,481.00	624,940.62	(737,687.85)	5,002,562.76	1,335,134.54	$3,667,428.22
546 Wastewtr Rate Stablztn Fd	2,033,097.98	3,217.93	0.00	1,488.61	2,037,804.52	0.00	$2,037,804.52
547 Wastewater Sys Reserve Fd	3,230,000.00	0.00	0.00	0.00	3,230,000.00	0.00	$3,230,000.00
548 Wastewater Bond Service	0.00	2,093,367.75	1,273,160.13	(820,207.62)	0.00	0.00	$0.00
Sub-Total - Wastewater	$21,996,132.26	$7,323,292.20	$7,857,114.84	($1,687,703.16)	$19,774,606.46	$5,882,327.84	$13,892,278.62
ENTERPRISE - OTHER							
550 Parking Fund	158,151.36	144,156.86	140,571.90	13,110.88	174,847.20	8,769.89	$166,077.31
551 Pkg Capital Imprvmt Fund	0.00	1,500,000.00	290.70	(153,337.05)	1,346,372.25	1,062,252.95	$284,119.30
560 Golf Fund	323,253.57	318,324.03	448,521.50	103,656.02	296,712.12	233,426.97	$63,285.15
561 Golf Rate Stblztn Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
570 Central Park Sports Arena	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
Sub-Total - Other	$481,404.93	$1,962,480.89	$589,384.10	($36,570.15)	$1,817,931.57	$1,304,449.81	$513,481.76
Total - Enterprise	$58,957,392.56	$227,233,909.34	$82,852,393.99	($107,970,467.05)	$95,368,440.86	18,571,133.28	$76,797,307.58
INTERNAL SERVICES							
610 Fleet Maintenance Fund	374,552.97	1,006,588.82	1,248,172.65	65,200.59	198,169.73	318,100.82	($119,931.09)
620 Central Services	7,874.52	3,033,646.46	3,035,456.59	1,792.81	7,857.20	807,362.67	($799,505.47)
640 Central Benefits Fund	1,611,800.63	0.00	0.00	0.00	1,611,800.63	0.00	$1,611,800.63
650 Economic Budget Stabilization	177,955.00	316,023.00	0.00	0.00	493,978.00	0.00	$493,978.00
Total - Internal Services	$2,172,183.12	$4,356,258.28	$4,283,629.24	$66,993.40	$2,311,805.56	$1,125,463.49	$1,186,342.07
TRUST AND AGENCY							
700 Travel Advance Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
710 Employee Txs & Bnfts Fund	897,554.93	0.00	0.00	530,365.19	1,427,920.12	0.00	$1,427,920.12
711 Buildng Stds Fee Assmt Fu	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
712 Misc Collectn For Others	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
715 Unclaimed Monies Fund	100,610.42	0.00	494.23	0.00	100,116.19	0.00	$100,116.19
720 West Milton Tax Collectn	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
721 New Miami Tax Collectn Fu	21,205.59	0.00	0.00	10,201.55	31,407.14	0.00	$31,407.14
722 Oxford Tax Collectn Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
723 Eaton Tax Collection Fund	0.00	0.00	0.00	110.71	110.71	0.00	$110.71
724 Monroe Tax Collection Fun	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
726 Butler Cty Annex Tax Fund	53,473.90	0.00	0.00	(27,605.57)	25,868.33	0.00	$25,868.33
727 Ham.Cen.Bus.Sp.Imprv Dst.	358.69	0.00	0.00	73,013.89	73,372.58	0.00	$73,372.58
728 Joint Ecnmic Dvlp Dstrc I	22,379.16	0.00	0.00	(942.97)	21,436.19	0.00	$21,436.19
729 Phillipsburg Tax Collctn	4,189.01	0.00	0.00	1,101.42	5,290.43	0.00	$5,290.43
730 Benninghoffen Trust Fund	75,000.00	0.00	0.00	0.00	75,000.00	0.00	$75,000.00
731 Joint Ecnmic Dvlp Dist II	46,869.00	0.00	0.00	4,893.20	51,762.20	0.00	$51,762.20
732 Village of New Paris Tax Collect	10,186.15	0.00	0.00	2,605.43	12,791.58	0.00	$12,791.58
740 Fire Damage Dep Escrow Fu	88,786.36	0.00	0.00	16,800.00	105,586.36	0.00	$105,586.36
745 Police Prop.Rm Forfeiture	419,582.62	0.00	0.00	(183,553.00)	236,029.62	0.00	$236,029.62
752 Municipal Court Cash	259,710.45	0.00	0.00	0.00	259,710.45	0.00	$259,710.45
760 Treasury Investment Fund	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
775 Sinking Fund	0.00	727,346.40	727,346.40	(0.00)	0.00	0.00	$0.00
Total - Trust and Agency	$1,999,906.28	$727,346.40	$727,840.63	$426,989.85	$2,426,401.90	$0.00	$2,426,401.90
TOTAL	$81,646,217.26	$265,594,662.86	$118,882,177.01	($109,745,891.55)	$118,612,811.56	$30,480,800.20	$88,132,011.36

*Zero Balance Due to Funds Restricted for Future Bond Payments

City of Hamilton

Monthly Investment Portfolio Report

JULY 2016

United American Capital Corporation
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This investment portfolio report has been issued by United American Capital Corporation (UACC). UACC does not hold the funds or securities identified in this report. You should receive a separate statement of your account assets directly from your custodian or safekeeping agent. UACC strongly urges you to compare this report with the account statement you receive from your custodian or safekeeping agent.

United American Capital Corporation – A Leader in Public Funds Investment Management

City of Hamilton
Portfolio Management
Investment Status Report - Investments
July 31, 2016

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	Days to Maturity	YTM	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency - Coupon (NC)												
3130A4K27	16-0006	FHLB	1,000,000.00	0.720	03/06/2017	01/12/2016	217	0.860	1,000,874.00	Received	998,400.00	998,400.00
3134G62A0	16-0018	FHLMC	1,000,000.00	0.875	06/16/2017	01/15/2016	319	0.889	1,002,887.00	Received	999,800.00	999,800.00
3130A62S5	16-0023	FHLB	1,085,000.00	0.750	08/28/2017	01/20/2016	392	0.890	1,086,107.78	Received	1,082,580.45	1,082,580.45
313380EC7	16-0061	FHLB	400,000.00	0.750	09/08/2017	05/25/2016	403	0.912	400,372.40	641.67	399,172.00	399,813.67
3133EAA32	16-0005	FFCB	1,072,000.00	0.900	11/15/2017	01/11/2016	471	1.036	1,074,697.15	Received	1,069,341.44	1,069,341.44
3133EGKQ7	16-0086	FFCB	1,000,000.00	0.700	04/06/2018	07/13/2016	613	0.766	1,000,036.00	136.11	998,870.00	999,006.11
3134G3T26	16-0004	FHLMC	1,000,000.00	1.000	05/14/2018	01/11/2016	651	1.153	1,003,075.00	Received	996,470.00	996,470.00
3136G1CF4	16-0007	FNMA	2,000,000.00	1.000	07/30/2018	01/12/2016	728	1.166	2,007,034.00	Received	1,991,680.00	1,991,680.00
3130A8PK3	16-0081	FHLB	1,000,000.00	0.625	08/07/2018	07/08/2016	736	0.726	996,281.00		997,920.00	997,920.00
3130A45D0	16-0021	FHLB	1,000,000.00	1.250	02/20/2019	01/15/2016	933	1.266	1,008,019.00	Received	999,510.00	999,510.00
3137EADZ9	16-0045	FHLMC	1,000,000.00	1.125	04/15/2019	03/24/2016	987	1.164	1,007,041.00	93.75	998,830.00	998,923.75
3133EF4Y0	16-0056	FFCB	1,000,000.00	1.000	04/26/2019	04/26/2016	998	1.099	1,003,054.00		997,090.00	997,090.00
3137EADM8	16-0012	FHLMC	1,000,000.00	1.250	10/02/2019	01/14/2016	1,157	1.459	1,010,702.00	Received	992,460.00	992,460.00
313381C94	16-0032	FHLB	1,000,000.00	1.250	12/13/2019	01/25/2016	1,229	1.371	1,008,662.00	Received	995,447.00	995,447.00
3133EGJD8	16-0078	FFCB	500,000.00	1.140	06/29/2020	06/29/2016	1,428	1.200	501,095.50		498,838.00	498,838.00
3130A8QS5	16-0088	FHLB	1,000,000.00	1.125	07/14/2021	07/15/2016	1,808	1.269	996,354.00	31.25	993,050.00	993,081.25
	Federal Agency - Coupon (NC) Totals		**16,057,000.00**				**803**	**1.083**	**16,106,291.83**	**902.78**	**16,009,458.89**	**16,010,361.67**
Commercial Paper - Discount												
89233GJE7	16-0040	TOY	500,000.00	0.760	09/14/2016	03/21/2016	44	0.773	498,131.67		498,131.67	498,131.67
46640PKB8	16-0050	JPM	450,000.00	0.840	10/11/2016	04/14/2016	71	0.855	448,110.00		448,110.00	448,110.00
89233GKB1	16-0051	TOY	950,000.00	0.760	10/11/2016	04/14/2016	71	0.773	946,390.00		946,390.00	946,390.00
46640PKM4	16-0052	JPM	250,000.00	0.840	10/21/2016	04/25/2016	81	0.855	248,955.83		248,955.83	248,955.83
89233GKM7	16-0055	TOY	250,000.00	0.780	10/21/2016	04/25/2016	81	0.794	249,030.42		249,030.42	249,030.42
06538BLR2	16-0063	BTOKYO	500,000.00	0.920	11/25/2016	05/31/2016	116	0.937	497,725.56		497,725.56	497,725.56
46640PM75	16-0065	JPM	500,000.00	0.840	12/07/2016	06/10/2016	128	0.855	497,900.00		497,900.00	497,900.00
4497W0NR5	16-0095	ING	1,250,000.00	1.050	01/25/2017	07/29/2016	177	1.070	1,243,437.50		1,243,437.50	1,243,437.50
	Commercial Paper - Discount Totals		**4,650,000.00**				**109**	**0.893**	**4,629,680.98**	**0.00**	**4,629,680.98**	**4,629,680.98**
Federal Agency - Coupon (Callable)												
3136G0Y47	16-0022	FNMA	1,000,000.00	1.060	04/30/2018	01/15/2016	637	1.130	1,000,481.00	Received	998,410.00	998,410.00
3135G0XD0	16-0019	FNMA	250,000.00	1.000	05/21/2018	01/15/2016	658	1.195	249,872.75	Received	248,875.00	248,875.00
3130A67K7	16-0037	FHLB	200,000.00	1.270	08/10/2018	02/19/2016	739	1.270	200,028.60	63.50	200,000.00	200,063.50
3130A7HV0	16-0094	FHLB	250,000.00	1.125	09/28/2018	07/27/2016	788	1.125	250,071.25	929.69	250,000.00	250,929.69
3136G2PX9	16-0046	FNMA	1,000,000.00	1.060	10/26/2018	03/31/2016	816	1.070	1,000,328.00	Received	999,750.00	999,750.00
3134G9MS3	16-0072	FHLMC	635,000.00	1.100	12/21/2018	06/16/2016	872	1.100	635,167.01	368.65	635,000.00	635,368.65
3136G15R6	16-0014	FNMA	500,000.00	1.000	12/27/2018	01/14/2016	878	1.350	499,774.00	Received	494,950.00	494,950.00

City of Hamilton
Portfolio Management
Investment Status Report - Investments
July 31, 2016

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	Days to Maturity	YTM	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency - Coupon (Callable)												
3136G2YF8	16-0038	FNMA	750,000.00	1.150	05/24/2019	02/26/2016	1,026	1.150	750,795.00	47.92	750,000.00	750,047.92
3136G2YW1	16-0047	FNMA	1,000,000.00	1.150	05/24/2019	03/31/2016	1,026	1.183	1,000,109.00	1,181.94	999,000.00	1,000,181.94
3136G2XY8	16-0066	FNMA	1,000,000.00	1.200	05/24/2019	06/10/2016	1,026	1.200	1,000,092.00	533.33	1,000,000.00	1,000,533.33
3130A7HR9	16-0043	FHLB	1,000,000.00	1.300	06/28/2019	03/28/2016	1,061	1.300	1,000,547.00		1,000,000.00	1,000,000.00
3135G0K93	16-0067	FNMA	1,000,000.00	1.250	06/28/2019	06/28/2016	1,061	1.250	1,000,562.00		1,000,000.00	1,000,000.00
3135G0M26	16-0085	FNMA	1,000,000.00	1.000	07/26/2019	07/26/2016	1,089	1.020	1,000,041.00		999,400.00	999,400.00
3133EGAW5	16-0062	FFCB	500,000.00	1.250	08/19/2019	05/25/2016	1,113	1.337	499,146.50	104.17	498,635.00	498,739.17
3136G3CD5	16-0039	FNMA	950,000.00	1.350	08/26/2019	02/29/2016	1,120	1.350	950,167.20	106.88	950,000.00	950,106.88
3136G2YY7	16-0048	FNMA	1,000,000.00	1.250	08/26/2019	03/31/2016	1,120	1.250	1,000,259.00	1,215.28	999,990.00	1,001,205.28
3135G0J95	16-0058	FNMA	400,000.00	1.350	10/28/2019	04/29/2016	1,183	1.412	400,074.80	15.00	399,160.00	399,175.00
3134G8N62	16-0042	FHLMC	1,000,000.00	1.470	11/26/2019	03/22/2016	1,212	1.473	1,000,199.00	Received	999,900.00	999,900.00
313381HA6	16-0036	FHLB	500,000.00	1.400	12/13/2019	02/18/2016	1,229	1.448	500,008.50	Received	499,100.00	499,100.00
3134G8XR5	16-0049	FHLMC	1,000,000.00	1.300	01/27/2020	04/27/2016	1,274	1.300	1,001,044.00		1,000,000.00	1,000,000.00
3136G3M85	16-0091	FNMA	500,000.00	1.200	01/27/2020	07/27/2016	1,274	1.200	500,048.50		500,000.00	500,000.00
3134G8TY5	16-0044	FHLMC	500,000.00	1.420	03/30/2020	03/30/2016	1,337	1.424	501,076.50		499,925.00	499,925.00
3134G9E60	16-0080	FHLMC	500,000.00	1.180	03/30/2020	06/30/2016	1,337	1.180	499,256.00		500,000.00	500,000.00
3134G9DP9	16-0059	FHLMC	775,000.00	1.375	04/27/2020	04/29/2016	1,365	1.381	776,705.00	59.20	774,808.58	774,867.78
3136G3TY1	16-0074	FNMA	500,000.00	1.250	06/30/2020	06/30/2016	1,429	1.295	499,649.00		499,125.00	499,125.00
3134G9QB6	16-0060	FHLMC	500,000.00	1.500	11/25/2020	05/25/2016	1,577	1.500	501,424.00		500,000.00	500,000.00
3134G9X77	16-0092	FHLMC	800,000.00	1.470	01/27/2021	07/27/2016	1,640	1.470	800,180.80		800,000.00	800,000.00
	Federal Agency - Coupon (Callable) Totals		**19,010,000.00**				**1,113**	**1.264**	**19,017,107.41**	**4,625.56**	**18,996,028.58**	**19,000,654.14**
Federal Agency - Discount												
313385AF3	16-0017	FHLB	1,000,000.00	0.750	01/06/2017	01/14/2016	158	0.767	998,113.00		992,541.66	992,541.66
	Federal Agency - Discount Totals		**1,000,000.00**				**158**	**0.767**	**998,113.00**	**0.00**	**992,541.66**	**992,541.66**
Treasury Securities - Coupon												
912828UE8	16-0029	USTN	1,000,000.00	0.750	12/31/2017	01/22/2016	517	0.868	1,001,445.00	Received	997,734.37	997,734.37
912828UZ1	16-0025	USTN	1,000,000.00	0.625	04/30/2018	01/20/2016	637	0.969	999,297.00	Received	992,265.63	992,265.63
912828R93	16-0083	USTN	1,000,000.00	0.625	06/30/2018	07/12/2016	698	0.645	999,297.00	203.80	999,609.38	999,813.18
912828L81	16-0030	USTN	1,000,000.00	0.875	10/15/2018	01/25/2016	805	1.065	1,004,023.00	Received	994,921.87	994,921.87
912828P53	16-0053	USTN	1,000,000.00	0.750	02/15/2019	04/25/2016	928	0.955	1,000,625.00	1,442.31	994,335.94	995,778.25
912828SX9	16-0033	USTN	1,050,000.00	1.125	05/31/2019	01/28/2016	1,033	1.197	1,061,115.30	Received	1,047,539.06	1,047,539.06
912828S43	16-0089	USTN	500,000.00	0.750	07/15/2019	07/18/2016	1,078	0.859	499,863.50	30.57	498,398.44	498,429.01
912828TH3	16-0008	USTN	1,000,000.00	0.875	07/31/2019	01/12/2016	1,094	1.368	1,003,359.00	Received	982,968.75	982,968.75
912828TR1	16-0031	USTN	1,000,000.00	1.000	09/30/2019	01/25/2016	1,155	1.288	1,006,133.00	Received	989,687.50	989,687.50
912828UB4	16-0057	USTN	1,000,000.00	1.000	11/30/2019	04/26/2016	1,216	1.140	1,005,586.00	Received	995,078.13	995,078.13

City of Hamilton
Portfolio Management
Investment Status Report - Investments
July 31, 2016

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	Days to Maturity	YTM	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Treasury Securities - Coupon												
912828VA5	16-0041	USTN	1,000,000.00	1.125	04/30/2020	03/22/2016	1,368	1.270	1,008,555.00	Received	994,218.75	994,218.75
	Treasury Securities - Coupon Totals		**10,550,000.00**				**951**	**1.066**	**10,589,298.80**	**1,676.68**	**10,486,757.82**	**10,488,434.50**
		Investment Totals	**51,267,000.00**				**873**	**1.123**	**51,340,492.02**	**7,205.02**	**51,114,467.93**	**51,121,672.95**

City of Hamilton
Purchases Report
Sorted by Purchase Date - Fund
July 1, 2016 - July 31, 2016

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
3130A8PK3	16-0081	OP	NCB	FHLB	1,000,000.00	07/08/2016	08/07 - 02/07	997,920.00		0.625	08/07/2018	0.726	997,920.00
912828R93	16-0083	OP	TRC	USTN	1,000,000.00	07/12/2016	12/31 - 06/30	999,609.38	203.80	0.625	06/30/2018	0.645	999,813.18
3133EGKQ7	16-0086	OP	NCB	FFCB	1,000,000.00	07/13/2016	10/06 - 04/06	998,870.00	136.11	0.700	04/06/2018	0.766	999,006.11
3130A8QS5	16-0088	OP	NCB	FHLB	1,000,000.00	07/15/2016	01/14 - 07/14	993,050.00	31.25	1.125	07/14/2021	1.269	993,081.25
912828S43	16-0089	OP	TRC	USTN	500,000.00	07/18/2016	01/15 - 07/15	498,398.44	30.57	0.750	07/15/2019	0.859	498,429.01
3135G0M26	16-0085	OP	FAC	FNMA	1,000,000.00	07/26/2016	01/26 - 07/26	999,400.00		1.000	07/26/2019	1.020	999,400.00
3130A7HV0	16-0094	OP	FAC	FHLB	250,000.00	07/27/2016	09/28 - 03/28	250,000.00	929.69	1.125	09/28/2018	1.125	250,929.69
3134G9X77	16-0092	OP	FAC	FHLMC	800,000.00	07/27/2016	01/27 - 07/27	800,000.00		1.470	01/27/2021	1.470	800,000.00
3136G3M85	16-0091	OP	FAC	FNMA	500,000.00	07/27/2016	01/27 - 07/27	500,000.00		1.200	01/27/2020	1.200	500,000.00
4497W0NR5	16-0095	OP	COM	ING	1,250,000.00	07/29/2016	01/25 - At Maturity	1,243,437.50		1.050	01/25/2017	1.070	1,243,437.50
			Total Purchases		**8,300,000.00**			**8,280,685.32**	**1,331.42**				**8,282,016.74**

City of Hamilton
Sales/Call Report
Sorted by Redemption Date - Fund
July 1, 2016 - July 31, 2016

CUSIP	Investment #	Fund	Issuer / Sec. Type	Purchase Date	Redem. Date / Matur. Date	Par Value	Rate at Redem.	Book Value at Redem.	Redemption Principal	Redemption Interest	Total Amount	Net Income
3135G0TB9	16-0054	OP	FNMA FAC	04/25/2016	07/09/2016 01/09/2020	750,000.00	1.570	753,467.08	750,000.00	5,887.50	755,887.50 Call	2,420.42
3134G33E8	16-0064	OP	FHLMC FAC	05/31/2016	07/10/2016 01/10/2020	650,000.00	1.500	653,656.25	650,000.00	4,875.00	654,875.00 Call	1,218.75
3133EFZW0	16-0035	OP	FFCB FAC	02/18/2016	07/21/2016 02/18/2020	500,000.00	1.500	500,000.00	500,000.00	3,187.50	503,187.50 Call	3,187.50
3134G8GZ6	16-0028	OP	FHLMC FAC	01/29/2016	07/29/2016 07/29/2019	500,000.00	1.500	500,000.00	500,000.00	3,750.00	503,750.00 Call	3,750.00
					Total Sales	**2,400,000.00**		**2,407,123.33**	**2,400,000.00**	**17,700.00**	**2,417,700.00**	**10,576.67**

City of Hamilton
Maturity Report
Sorted by Maturity Date
Receipts during July 1, 2016 - July 31, 2016

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
46640PG80	16-0001	OP	COM	JPM	1,000,000.00	07/08/2016	01/11/2016	0.820	995,922.77	4,077.23	1,000,000.00	4,077.23
46640PGE7	16-0016	OP	COM	JPM	500,000.00	07/14/2016	01/19/2016	0.820	497,984.17	2,015.83	500,000.00	2,015.83
			Total Maturities		**1,500,000.00**				**1,493,906.94**	**6,093.06**	**1,500,000.00**	**6,093.06**

City of Hamilton
Interest History
Sorted by Fund
July 1, 2016 - July 31, 2016

CUSIP	Investment #	Fund	Security Type	Par Value	Redemption Date	Interest Rate	Interest Date Due	Interest Amount Due	Interest Date Received	Interest Amount Received
Federal Farm Credit Bank										
3133EFZW0	16-0035	OP	Federal Agency - Coupon (Callable)	0.00	02/18/2020	1.500	07/21/2016	3,187.50	07/21/2016	3,187.50
			Subtotal	**0.00**		**1.500**		**3,187.50**		**3,187.50**
			Federal Farm Credit Bank Total	**0.00**				**3,187.50**		**3,187.50**
Federal Home Loan Mortgage Crp										
3134G8GZ6	16-0028	OP	Federal Agency - Coupon (Callable)	0.00	07/29/2019	1.500	07/29/2016	3,750.00	07/29/2016	3,750.00
			Subtotal	**0.00**		**1.500**		**3,750.00**		**3,750.00**
3134G8XR5	16-0049		Federal Agency - Coupon (Callable)	1,000,000.00	01/27/2020	1.300	07/27/2016	3,250.00	07/27/2016	3,250.00
			Subtotal	**1,000,000.00**		**1.300**		**3,250.00**		**3,250.00**
3134G33E8	16-0064		Federal Agency - Coupon (Callable)	0.00	01/10/2020	1.500	07/10/2016	4,875.00	07/10/2016	4,875.00
							07/10/2016	-3,818.75	07/10/2016	-3,818.75
			Subtotal	**0.00**		**1.500**		**1,056.25**		**1,056.25**
			Federal Home Loan Mortgage Crp Total	**1,000,000.00**				**8,056.25**		**8,056.25**
Federal National Mortgage Assn										
3136G1CF4	16-0007	OP	Federal Agency - Coupon (NC)	2,000,000.00	07/30/2018	1.000	07/30/2016	10,000.00	07/30/2016	10,000.00
			Subtotal	**2,000,000.00**		**1.000**		**10,000.00**		**10,000.00**
3135G0TB9	16-0054		Federal Agency - Coupon (Callable)	0.00	01/09/2020	1.570	07/09/2016	5,887.50	07/09/2016	5,887.50
							07/09/2016	-3,467.08	07/09/2016	-3,467.08
			Subtotal	**0.00**		**1.570**		**2,420.42**		**2,420.42**
			Federal National Mortgage Assn Total	**2,000,000.00**				**12,420.42**		**12,420.42**
JP Morgan Securities LLC										
46640PG80	16-0001	OP	Commercial Paper - Discount	0.00	07/08/2016	0.820	07/08/2016	4,077.23	07/08/2016	4,077.23
			Subtotal	**0.00**		**0.820**		**4,077.23**		**4,077.23**
46640PGE7	16-0016		Commercial Paper - Discount	0.00	07/14/2016		07/14/2016	2,015.83	07/14/2016	2,015.83
			Subtotal	**0.00**		**0.820**		**2,015.83**		**2,015.83**
			JP Morgan Securities LLC Total	**0.00**				**6,093.06**		**6,093.06**
U.S. Treasury Note										
912828TH3	16-0008	OP	Treasury Securities - Coupon	1,000,000.00	07/31/2019	0.875	07/31/2016	4,375.00	07/31/2016	4,375.00

City of Hamilton
Interest History
Sorted by Fund
July 1, 2016 - July 31, 2016

CUSIP	Investment #	Fund	Security Type		Par Value	Redemption Date	Interest Rate	Date Due	Amount Due	Date Received	
				Subtotal	**1,000,000.00**		**0.875**		**4,375.00**		**4,375.00**
				U.S. Treasury Note Total	**1,000,000.00**				**4,375.00**		**4,375.00**
				Total	**4,000,000.00**				**34,132.23**		**34,132.23**

City of Hamilton
Period Realized Gains and Losses
Sorted By Maturity/Sale/Call Date
Sales/Calls/Maturities: July 1, 2016 - July 31, 2016

Investment # / Issuer	Inv. Type	Purchase Date	Par Value / Current Rate	Sale Date / Maturity Date	Days Active / Term	Book Value	Maturity/Sale Proceeds	Realized Gain/Loss	Total Earnings	Period Net Earnings	Period Yield 365
16-0001	COM	01/11/2016	1,000,000.00	07/08/2016	7	995,922.77	1,000,000.00	0.00	159.44	159.44	0.835
JP Morgan Securities LLC			0.820	07/08/2016	179						
16-0054	FAC	04/25/2016	750,000.00	07/09/2016	8	753,467.08	753,467.08	0.00	261.67	261.67	1.585
Federal National Mortgage Assn			1.570	01/09/2020	1,354						
16-0064	FAC	05/31/2016	650,000.00	07/10/2016	9	653,656.25	653,818.75	162.50	243.75	406.25	2.521
Federal Home Loan Mortgage Crp			1.500	01/10/2020	1,319						
16-0016	COM	01/19/2016	500,000.00	07/14/2016	13	497,984.17	500,000.00	0.00	148.06	148.06	0.835
JP Morgan Securities LLC			0.820	07/14/2016	177						
16-0035	FAC	02/18/2016	500,000.00	07/21/2016	20	500,000.00	500,000.00	0.00	416.67	416.67	1.521
Federal Farm Credit Bank			1.500	02/18/2020	1,461						
16-0028	FAC	01/29/2016	500,000.00	07/29/2016	28	500,000.00	500,000.00	0.00	583.33	583.33	1.521
Federal Home Loan Mortgage Crp			1.500	07/29/2019	1,277						
				Total Realized Gains/Losses		**3,901,030.27**	**3,907,285.83**	**162.50**	**1,812.92**	**1,975.42**	**1.438**

GREENUP PROCEEDS FUND

City of Hamilton-Greenup Proc
Portfolio Management
Investment Status Report - Investments
July 31, 2016

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	Days to Maturity	YTM	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency - Coupon (NC)												
3133EGKQ7	16-0087	FFCB	1,000,000.00	0.700	04/06/2018	07/13/2016	613	0.766	1,000,036.00	136.11	998,870.00	999,006.11
3130A8U50	16-0093	FHLB	1,000,000.00	0.830	07/25/2018	07/25/2016	723	0.860	999,994.00		999,400.00	999,400.00
3130A8PK3	16-0082	FHLB	1,000,000.00	0.625	08/07/2018	07/08/2016	736	0.726	996,281.00		997,920.00	997,920.00
3133EGJD8	16-0079	FFCB	1,000,000.00	1.140	06/29/2020	06/29/2016	1,428	1.200	1,002,191.00		997,676.00	997,676.00
	Federal Agency - Coupon (NC) Totals		**4,000,000.00**				**875**	**0.888**	**3,998,502.00**	**136.11**	**3,993,866.00**	**3,994,002.11**
Commercial Paper - Discount												
46640PMC4	16-0069	JPM	500,000.00	0.840	12/12/2016	06/16/2016	133	0.855	497,911.67		497,911.67	497,911.67
06538BMD2	16-0073	BTOKYO	1,000,000.00	0.910	12/13/2016	06/16/2016	134	0.927	995,450.00		995,450.00	995,450.00
	Commercial Paper - Discount Totals		**1,500,000.00**				**134**	**0.903**	**1,493,361.67**	**0.00**	**1,493,361.67**	**1,493,361.67**
Federal Agency - Coupon (Callable)												
3134G9UY1	16-0071	FHLMC	1,000,000.00	1.000	06/29/2018	06/29/2016	697	1.000	1,000,668.00		1,000,000.00	1,000,000.00
3134G9GB7	16-0070	FHLMC	1,000,000.00	1.200	11/02/2018	06/16/2016	823	1.200	1,000,001.00	1,466.67	1,000,000.00	1,001,466.67
3134G9XB8	16-0076	FHLMC	1,000,000.00	1.000	12/28/2018	06/28/2016	879	1.030	1,000,058.00		999,250.00	999,250.00
3130A87G2	16-0077	FHLB	500,000.00	1.200	05/24/2019	06/24/2016	1,026	1.200	500,515.00	500.00	500,000.00	500,500.00
3135G0K93	16-0068	FNMA	1,000,000.00	1.250	06/28/2019	06/28/2016	1,061	1.250	1,000,562.00		1,000,000.00	1,000,000.00
	Federal Agency - Coupon (Callable) Totals		**4,500,000.00**				**883**	**1.129**	**4,501,804.00**	**1,966.67**	**4,499,250.00**	**4,501,216.67**
Federal Agency - Discount												
313385GH3	16-0075	FHLB	2,000,000.00	0.630	06/01/2017	06/21/2016	304	0.642	1,991,386.00		1,987,925.00	1,987,925.00
	Federal Agency - Discount Totals		**2,000,000.00**				**304**	**0.642**	**1,991,386.00**	**0.00**	**1,987,925.00**	**1,987,925.00**
Treasury Securities - Coupon												
912828R93	16-0084	USTN	1,000,000.00	0.625	06/30/2018	07/12/2016	698	0.645	999,297.00	203.80	999,609.38	999,813.18
912828S43	16-0090	USTN	1,000,000.00	0.750	07/15/2019	07/18/2016	1,078	0.859	999,727.00	61.14	996,796.87	996,858.01
	Treasury Securities - Coupon Totals		**2,000,000.00**				**888**	**0.752**	**1,999,024.00**	**264.94**	**1,996,406.25**	**1,996,671.19**
	Investment Totals		**14,000,000.00**				**719**	**0.913**	**13,984,077.67**	**2,367.72**	**13,970,808.92**	**13,973,176.64**

City of Hamilton-Greenup Proc
Purchases Report
Sorted by Purchase Date - Fund
July 1, 2016 - July 31, 2016

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
3130A8PK3	16-0082	GP	NCB	FHLB	1,000,000.00	07/08/2016	08/07 - 02/07	997,920.00		0.625	08/07/2018	0.726	997,920.00
912828R93	16-0084	GP	TRC	USTN	1,000,000.00	07/12/2016	12/31 - 06/30	999,609.38	203.80	0.625	06/30/2018	0.645	999,813.18
3133EGKQ7	16-0087	GP	NCB	FFCB	1,000,000.00	07/13/2016	10/06 - 04/06	998,870.00	136.11	0.700	04/06/2018	0.766	999,006.11
912828S43	16-0090	GP	TRC	USTN	1,000,000.00	07/18/2016	01/15 - 07/15	996,796.87	61.14	0.750	07/15/2019	0.859	996,858.01
3130A8U50	16-0093	GP	NCB	FHLB	1,000,000.00	07/25/2016	01/25 - 07/25	999,400.00		0.830	07/25/2018	0.860	999,400.00
			Total Purchases		**5,000,000.00**			**4,992,596.25**	**401.05**				**4,992,997.30**

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Issuance of a liquor permit transfer from Major Leagues Inc. to Bar & Grille LLC

Dear Mayor and Members of Council:

Notification has been received from the Ohio Department of Liquor Control relative to a request for a D5 liquor permit transfer from Major Leagues Inc. to Bar & Grille LLC, 611 Pyramid Hill Blvd. & Deck, Hamilton, OH 45013.

The holder of this type of permit, D5, is the owner or operator of a retail food establishment that operates as a restaurant or night club, to sell beer and any intoxicating liquor at retail, only by the individual drink in glass and from the container for consumption on the premises where sold.

The appropriate city departments have investigated this request and found no valid reason to object 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 new permit.

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:

Amy K. Bach
City Manager's Office

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*
- [x] O *General Operations/ Government Business*

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Application for a new liquor permit for Trenton Veer Inc.,
302 East Ave., Hamilton, OH 45011

Dear Mayor and Members of Council:

Notification has been received from the Ohio Department of Liquor Control relative to a request for a C1-C2 liquor permit for Trenton Veer Inc., 302 East Ave., Hamilton, OH 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 permit.

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:

Amy K. Bach
City Manager's Office

Choose Strategic Goal(s)

- ☐ R *Realize $150 million of new private industrial/commercial investment*
- ☐ A *Add 2,000 new jobs*
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- ☐ E *Engage 50,000 participants annually in special events, arts and recreation activities*
- ☑ O *General Operations/ Government Business*

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Application for Change of Corporate Stock Ownership for
Walgreen Co. dba Walgreens, 1090 High St., Hamilton, OH 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 Walgreen Co. dba Walgreens, 1090 High St., 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,

Joshua A. Smith
City Manager

Caucus Report Prepared By:

Amy K. Bach
City Manager's Office

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%*
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- ☑ O *General Operations/ Government Business*

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: United States Bicycle Route 25 Endorsement

- [x] 1st Reading Date: 9/14/16
- [ ] 2nd Reading Date:
- [ ] Public Hearing Date:

Dear Mayor and Members of Council:

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

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:

Nick Garuckas
City Clerk

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)*
- [x] G *Generate $20 M in investment for recreational amenities with $10 M around the Great Miami River*
- [x] E *Engage 50,000 participants annually in special events, arts and recreation activities*
- [ ] O *General Operations/ Government Business*

RE: State and US Bike Route Designations through Ohio

To Whom It May Concern:

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

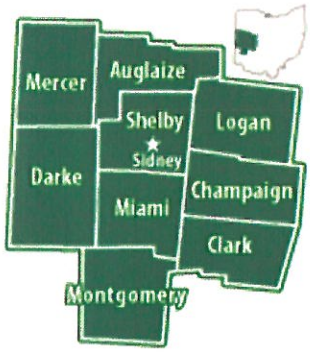
The purpose of the meeting was to provide an update on what ODOT has been working on in the last few months as we work toward officially designating these US and State bike routes throughout the state. We also gave details about what the next steps are, including your help!

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

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

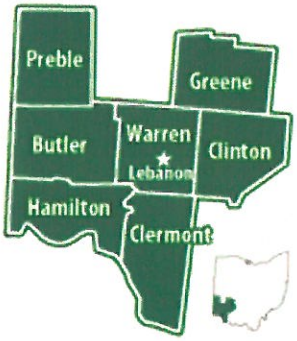
Attached in this packet, you will find maps of your jurisdiction highlighting what routes are traveling through as well as a map of all of the proposed US and State bike routes through Districts 7 and 8; a Frequently Asked Questions handout; a one-pager with information and goals; and a sample resolution.

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



District 7

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



District 8

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

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

Sincerely,

Mary Hoy
Brianne Hetzel

Frequently Asked Questions

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

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

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

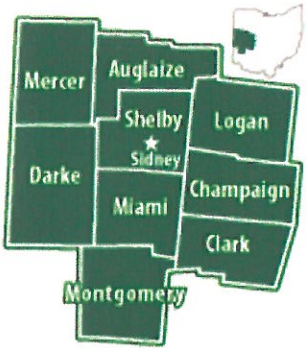
Q: Who will maintain the signs?
A: After the initial installation, it will be the responsibility of each jurisdiction to maintain the signs within their jurisdiction, as with any other sign provided by ODOT.

Q: Is there any funding associated with the bike route designations?
A: The only committed funding is for the initial sign installation. There is no construction involved with these routes, they are all on existing facilities; trails as well as roadway.

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

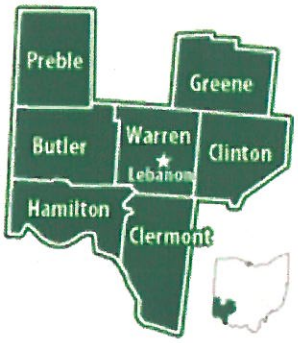
Q: When are the completed resolutions needed?
A: All resolutions are needed by September 30th, 2016.

Q: If I have questions, who should I contact?
A: Questions should be directed to your District Bicycle/Pedestrian Coordinator.



District 7

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



District 8

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

Ohio US and State Bike Routing and Designation Information

Goal:

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

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

Draft Bike Routes:

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

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

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

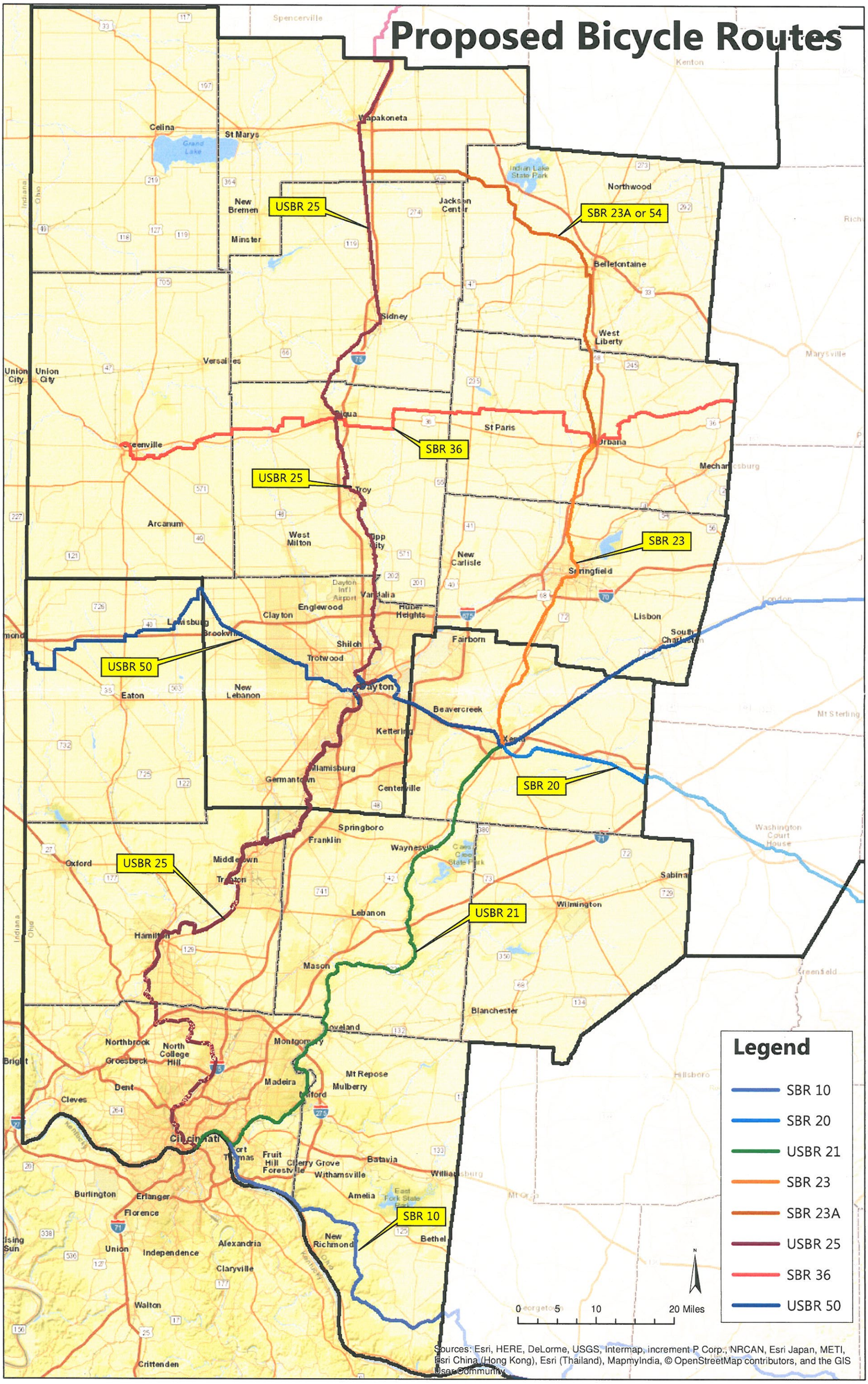
Planning Partners and Roles

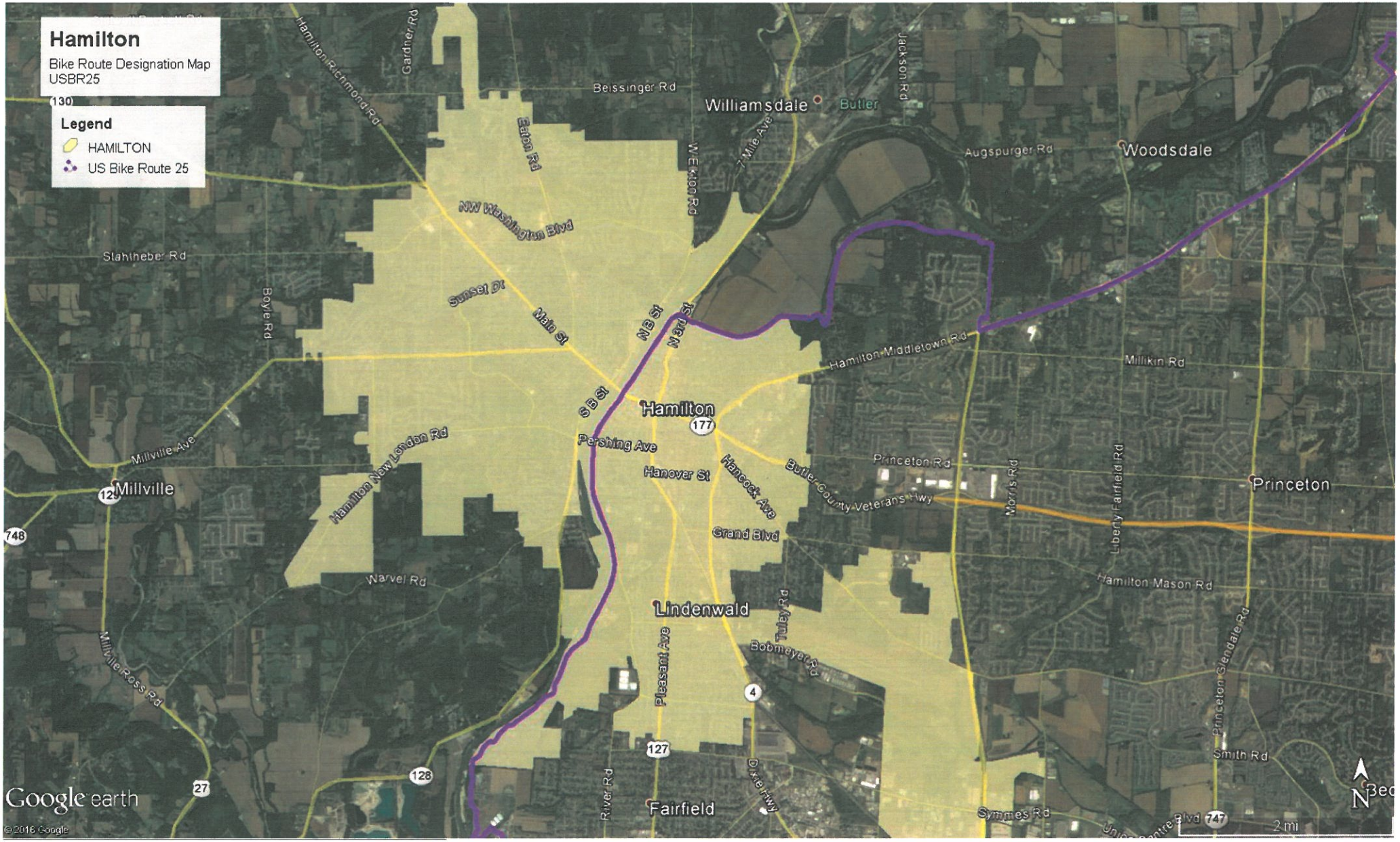
- **District Bicycle and Pedestrian Coordinators** – Coordinate route review and designation process for your district. Coordinate with MPOs, RTPOs, local government officials, trail owners, and bicycle advocacy groups within your district, and adjoining districts and states. Document process and outcomes.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

Outcomes:

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

Proposed Bicycle Routes




Hamilton
Bike Route Designation Map
USBR25
Legend
HAMILTON
US Bike Route 25
Hamilton Richmond Rd
Gardner Rd
Beissinger Rd
Williamsdale
Butler
Jackson Rd
Augspurger Rd
Woodsdale
Eaton Rd
NW Washington Blvd
W Elton Rd
7 Mile Ave
Slahiheber Rd
Boyle Rd
Sunset Dr
Main St
N B St
N 3rd St
Hamilton-Middletown Rd
Millikin Rd
S B St
Hamilton
177
Pershing Ave
Hanover St
Hancock Ave
Butler County Veterans Hwy
Princeton Rd
Morris Rd
Liberty Fairfield Rd
Princeton
Millville Ave
Millville
Hamilton New London Rd
748
Grand Blvd
Warvel Rd
Hamilton Mason Rd
Lindenwald
Tulley Rd
Bobmeyer Rd
Pleasant Ave
Millville Ross Rd
Princeton Glendale Rd
Smith Rd
127
River Rd
Dixie Hwy
Fairfield
Symmes Rd
27
128
747
2 mi
N
Google earth
© 2016 Google

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Change Order #1 – Contract #15-26 "2015 Miscellaneous Sanitary Sewer Repair Program"

- ☐ 1st Reading Date:
- ☐ 2nd Reading Date:
- ☐ Public Hearing Date:

Dear Mayor and Members of Council:

As the result of the competitive bidding process, Contract #15-26 "2015 Miscellaneous Sanitary Sewer Repair Program" was awarded to the second low bidder, Ford Development Corporation on January 15, 2016 in the amount of $779,059.00. The third low bidder was Rack & Ballauer Excavating Co., Inc. with a bid of $934,474.00. This project was not awarded to the low bidder as the bid was not compliant with the City of Hamilton Scope of Work.

Additional work, which was not part of the original contract, but discovered during construction totaling $211,006.00, was authorized for sanitary sewer point repairs and the replacement of sanitary manholes at the following locations:

- Pershing Avenue between N. Front Street and Neilan Boulevard
- S. Third Street between Court Street and High Street
- S. Second Street at Long Street
- Chestnut Street between S. Front Street and S. Second Street
- Court Street at S. Second Street
- Dayton Street at N. Third Street
- N. Second Street at High Street
- S. Front Street at High Street
- Shuler Avenue between Grand Boulevard and Lincoln Avenue.

Due to an easement matter, some of the work of the original contract was non-performed in the amount of $190,459.00. Taking into consideration, the non-performed work amount, the net increase in the contract value is $30,000.00, including contingency. Therefore, it is recommended that Change Order #1 be issued to Ford Development Corporation in the amount of $30,000.00. The value of the contract will increase from $779,059.00 to $809,059.00. Monies are available in Fund Code 545.134.107.002.

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:

Kevin M. Maynard
Public Utilities Director

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*
- [x] O *General Operations/ Government Business*

STATEMENT OF CLAIM FORM

Claim No. 1 for Contractor

1. Name of Contractor: Ford Development Corporation

2. Date written claim given: August 5, 2016.

3. Contractor's representative to contact regarding the claim:

   Name: Andy Kloenne Title: Vice President
   Telephone No. 513-772-1521 (office) FAX No. 513-772-1556

   E-mail: aklonenne@forddevelopment.com

4. General description of claim:
   Additional sanitary sewer point repairs and manhole replacements at the following locations:
   - Pershing Avenue between N. Front Street and Neilan Boulevard
   - S. Third Street between Court Street and High Street
   - S. Second Street at Long Street
   - Chestnut Street between S. Front Street and S. Second Street
   - Court Street at S. Second Street
   - Dayton Street at N. Third Street
   - N. Second Street at High Street
   - S. Front Street at High Street
   - Shuler Avenue between Grand Boulevard and Lincoln Avenue.

5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:
Additional work as listed above was not part of the original contract, but we discovered during the course of the 2015 Sanitary Sewer Lining Program project. This work must be completed in order to finish the sanitary sewer lining work performed by Miller Pipeline Company.

6. Delay claims:

   6.1 Date delay commenced: N/A
   6.2 Duration or expected duration of the delay, if known: 60 days
   6.3 Apparent cause of the delay and part of critical path affected:
Additional work added to the original contract. The work that was part of the original contract was completed on time.

   6.4 Expected impact of the delay and recommendations for minimizing such impact:
Additional work will be prioritized to coordinate with proposed water main replacement work and Public Works proposed resurfacing work.

7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:
The additional work needed at the locations listed above includes removal items, 6”, 8” and 18” conduit, manholes, sidewalk, curb and gutter, grass restoration, pavement restoration, maintenance and mobilization for a total amount of $211.006.However, based upon work non-performed and the use of the contract contingency money, the net request for additional compensation is $30,000 including contingency.

8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____

By: _____

Name and Title:_____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

_____

Sworn to before me a notary public by _____ on _____ __, 20__.

_____
Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Design Professional that the Contractor will be making a Claim and most often is incomplete.

2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.

3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.

4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.

5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

   For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.

7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.

8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Arlington Avenue Water Main Replacement Project – 2017 OPWC Application

- [x] 1st Reading Date: 9-14-16
- [ ] 2nd Reading Date:
- [ ] Public Hearing Date:

Dear Mayor and Members of Council:

The City of Hamilton submitted a pre-application to the Ohio Public Works Commission for the Arlington Avenue Water Main Replacement Project. This project involves replacement of approximately 3,350 linear feet of 6"cast iron water main. We are replacing it with 8"ductile iron from Andover Avenue north to River Road. (See attached Exhibit 1). This section of Arlington Avenue was installed the late 1940's and early 1950's. Since the installation, there have been 17 water main breaks which have impacted the 122 water services or customers.

This project will be reviewed for final ranking on August 23, 2016 to be part of the program that District 10 Integrating Committee will submit to OPWC for approval and award of funding. It is recommended that Council enact a resolution to authorize the City Manager to execute an agreement with the OPWC and accept the zero-interest 30-year loan if it is offered. The anticipated loan based on an engineer's estimate is for approximately $755,400 and would be effective July 1, 2017.

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:

Kevin Maynard
Public Utilities Director

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*
- [x] O *General Operations/ Government Business*

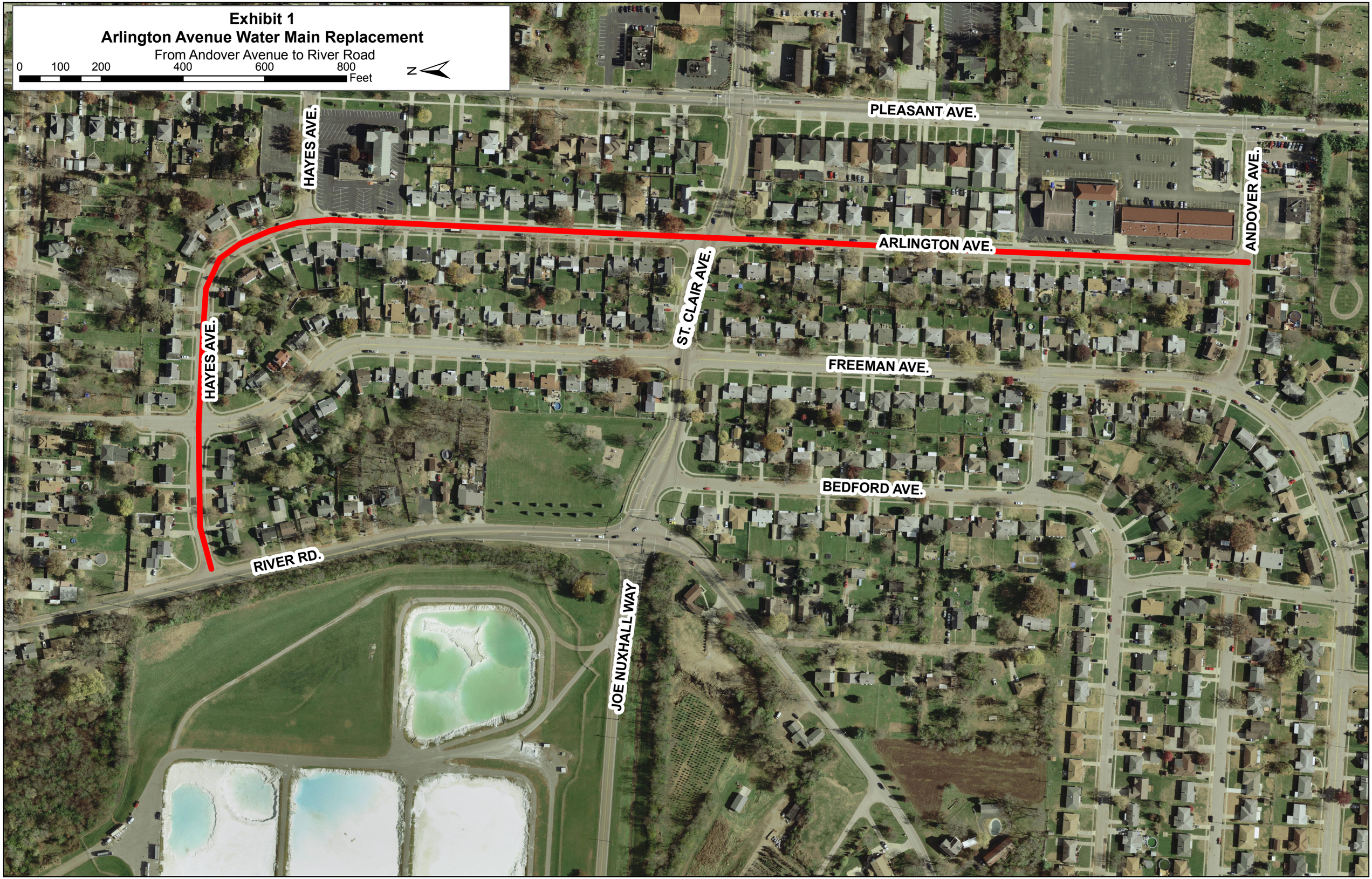


Exhibit 1
Arlington Avenue Water Main Replacement
From Andover Avenue to River Road
0 100 200 400 600 800
Feet
N
PLEASANT AVE.
HAYES AVE.
ANDOVER AVE.
ARLINGTON AVE.
ST. CLAIR AVE.
HAYES AVE.
FREEMAN AVE.
BEDFORD AVE.
RIVER RD.
JOE NUXHALL WAY

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Southern Hills Subdivision Water Main Replacement Project – 2017 OPWC Application

- [x] 1st Reading Date: 9-14-16
- [ ] 2nd Reading Date:
- [ ] Public Hearing Date:

Dear Mayor and Members of Council:

The City of Hamilton submitted a pre-application to the Ohio Public Works Commission for the Southern Hills Water Main Replacement Project. This project involves replacement of approximately 10,785 linear feet of 6"cast iron water/HDPE main. We are replacing it with 8"ductile iron from:

- Southern Hills Boulevard - From Southwood Drive to Pyramid Hill Boulevard
- Oakmont Avenue – From Smith Road to just west of Cadillac Drive at the end of the street
- Briarwood Drive – From Cadillac Drive east and then south to the end of the street
- Cadillac Avenue – From Oakmont Avenue to Golfview Drive
- Dale Road – From Valley View Drive north to the end of the cul-de-sac
- Maple Court – From Oakmont Avenue to the end of the cul-de-sac
- Valley View Drive – From Oakmont Avenue to Southern Hills Boulevard

The water mains in the above listed areas were installed in the early 1950's. A portion of Southern Hills Boulevard and Cadillac Avenue have HDPE water main installed in the late 1990's and early 2000's. Since the installation, there have been 59 water main breaks, collectively, which have impacted 232 services/customers. In addition to the water main breaks, there have been water valve problems, many of which need to be replaced. Also, the Public Works Department has a plan in place to resurface this area. Therefore, it is essential to make the necessary infrastructure repairs/replacement prior to the roadway work.

The project will be reviewed for final ranking on August 23, 2016 to be part of the program that District 10 Integrating Committee will submit to OPWC for approval and award of funding. It is recommended that Council enact a resolution to authorize the City Manager to execute an agreement with the OPWC and accept the zero-interest 30-year loan if it is offered. The anticipated loan based on an engineer's estimate is for approximately $2,561,800 and would be effective July 1, 2017.

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:

Kevin Maynard
Public Utilities Director

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*
- [x] O *General Operations/ Government Business*

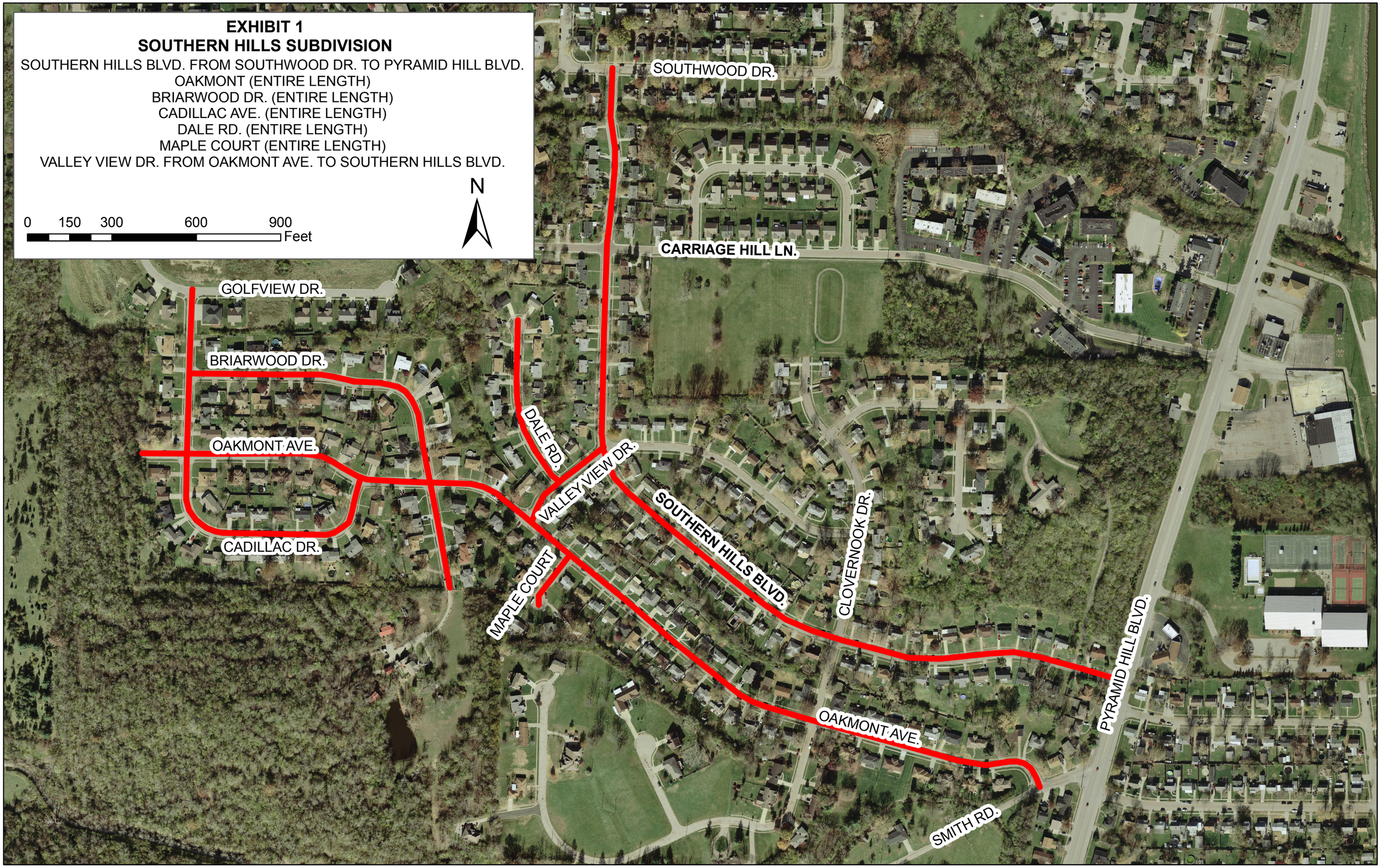


EXHIBIT 1
SOUTHERN HILLS SUBDIVISION
SOUTHERN HILLS BLVD. FROM SOUTHWOOD DR. TO PYRAMID HILL BLVD.
OAKMONT (ENTIRE LENGTH)
BRIARWOOD DR. (ENTIRE LENGTH)
CADILLAC AVE. (ENTIRE LENGTH)
DALE RD. (ENTIRE LENGTH)
MAPLE COURT (ENTIRE LENGTH)
VALLEY VIEW DR. FROM OAKMONT AVE. TO SOUTHERN HILLS BLVD.
N
0 150 300 600 900
Feet
SOUTHWOOD DR.
CARRIAGE HILL LN.
GOLFVIEW DR.
BRIARWOOD DR.
OAKMONT AVE.
CADILLAC DR.
DALE RD.
VALLEY VIEW DR.
MAPLE COURT
SOUTHERN HILLS BLVD.
CLOVERNOOK DR.
PYRAMID HILL BLVD.
OAKMONT AVE.
SMITH RD.

City of Hamilton
BUTLER COUNTY OHIO

Caucus Report
August 24, 2016

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: State Route 4 (Dixie Highway) Water Main Replacement Project – 2017 OPWC Application

- [x] 1st Reading Date: 9-14-16
- [ ] 2nd Reading Date:
- [ ] Public Hearing Date:

Dear Mayor and Members of Council:

The City of Hamilton submitted a pre-application to the Ohio Public Works Commission for the State Route 4 (Dixie Highway) Water Main Replacement Project. This project involves replacement of approximately 2,100 linear feet of 8"cast iron water main. We are replacing it with 8"ductile iron from Bishop Avenue north to Corwin Avenue. (See attached Exhibit 1) This section of State Route 4 (Dixie Highway) was installed in 1960. Since the installation, there have been 4 water main breaks which have impacted the 13 water services or customers. Public Works has a plan in place to resurface this section of roadway. Therefore, it is essential to make the necessary infrastructure repairs/replacement prior to the roadway work.

This project will be reviewed for final ranking on August 23, 2016 to be part of the program that District 10 Integrating Committee will submit to OPWC for approval and award of funding. It is recommended that Council enact a resolution to authorize the City Manager to execute an agreement with the OPWC and accept the zero-interest 30-year loan if it is offered. The anticipated loan based on an engineer's estimate is for approximately $473,550 and would be effective July 1, 2017.

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:

Kevin Maynard
Public Utilities Director

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*
- [x] O *General Operations/ Government Business*

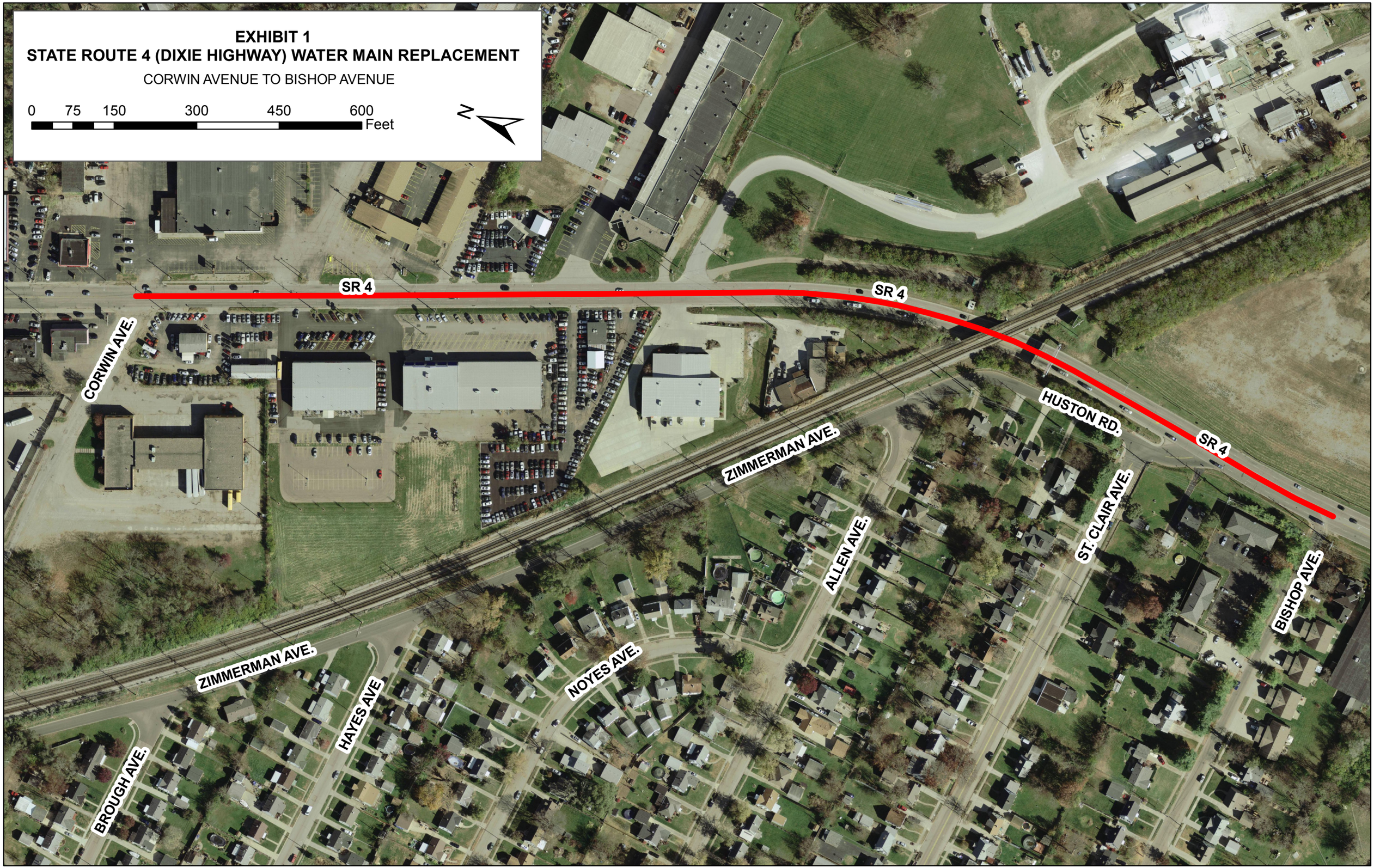


EXHIBIT 1
STATE ROUTE 4 (DIXIE HIGHWAY) WATER MAIN REPLACEMENT
CORWIN AVENUE TO BISHOP AVENUE
0 75 150 300 450 600
Feet
N
SR 4
SR 4
SR 4
CORWIN AVE.
ZIMMERMAN AVE.
ZIMMERMAN AVE.
HUSTON RD.
ALLEN AVE.
ST. CLAIR AVE.
BISHOP AVE.
NOYES AVE.
HAYES AVE
BROUGH AVE.

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

City Council Meeting Staff Report

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

Report From: John Creech, Senior Planner

Agenda Item: Request by Hamilton City School District, for a Conditional Use to allow the establishment of an Institutional Use (i.e. public education facility) on property zoned R-4 Multi-Family Residence District located at 140 Ross Avenue (Hamilton City School District, Applicant).

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☐ R *Realize new investments* ☐ A *Add new jobs* ☐ I *Increase property values* ☐ D *Decrease vacant structures* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Ordinance*	☑ 1st Reading Date: 8/24/2016 ☑ 2nd Reading Date: 9/14/2016 ☐ Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):* City Council Caucus: 8/10/2016 Planning Commission: 8/01/2016	
Contract	☐ Contract Required	☑ Additional Document(s) Attached
Fiscal Impact	Budgeted: No General Fund: $200.00 Other Funds: $ 0.00	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue

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

Policy Alternative(s)

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

Staff Recommendation

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and adopts the necessary legislation to approve the request for a Conditional Use to allow the establishment of an Institutional Use (i.e. public education facility) on property zoned R-4 Multi-Family Residence District located at 140 Ross Avenue.

Statutory/Policy Authority

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

Fiscal Impact Summary

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

Background Information

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

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

Proposed Project:

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

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

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

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

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

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

Notification:

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

Conditional Use Review:

1155.10 – Conditional Uses:

1. The Planning Commission (PC) shall review and make a recommendation to City Council, in accordance with the provisions of this Ordinance for applications for Conditional Uses. The PC shall review the particular facts and circumstances of each proposed Conditional Use, and if recommending approval shall find adequate evidence that the proposed conditional use complies with the General Standards applicable to all Conditional Uses found in 1155.30. (REVISED OR2015-9-80)

2. The PC has no obligation to recommend approval of a Conditional Use, and City Council has no obligation to approve a Conditional Use. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the PC that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. (REVISED OR2015-9-80)

3. In considering an application for a Conditional Use, the PC and City Council shall give due regard to the nature and condition of all adjacent uses and structures and in recommending approval of a conditional use may impose such requirements and conditions, in addition to any expressly stipulated in this Ordinance, as the PC may deem necessary for the protection of adjacent properties and the public interest. (REVISED OR2015-9-80)

Section 1155.00 which regulates Conditional Uses states the following:

1155.30 – Application and Review

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

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

C. Conditional Use Review Criteria – General Standards

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

1. **The proposed Conditional Use is to be located in a district wherein such use may be permitted, subject to the requirements of this Section and the Zoning Ordinance.** An Institutional Use (i.e. public education facility) is a conditional use in the R-4 Zoning District. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the Planning Commission that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. The applicant stated that *"The proposed conditional use subject property is located in an R-4 "multifamily residence district". The subject property is currently a "B" Business use group. The proposed new "E" use is an approved conditional use per 1108.30."* This information is attached to this report (attached as Exhibit C). **COMMENT: The applicant reference to "E" above is building code reference – however, institutional uses i.e. public education facilities are Conditional Uses in the R-4 zoning district.**

2. **The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.** The applicant stated that *"2. The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare. While the parcel is zoned R-4, it is immediately adjacent to "MS-2" and "MS-3" designations (B Street form based code), which support a variety of mixed uses including business, religious, housing, etc. HCS believes the Central Registration Center and Virtual Academy will be a positive asset to the community and will complement the existing diverse property uses in the immediate area."* This information is attached to this report (attached as Exhibit C).

3. **The proposed Conditional Use will be harmonious with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.** The applicant stated that *"The proposed building has been a fixture on the corner of Ross and C Streets since 1902. It maintains its original scale, fenestration, and materiality. No modifications are planned to the existing exterior; thereby it will maintain its essential character which is harmonious with the district and the adjacent properties."* This information is attached to this report (attached as Exhibit C).

4. **The proposed Conditional Use shall be adequately served by essential public facilities and services such as, but not limited to, roads, public safety forces, storm water facilities, water, sanitary sewer, refuse, and schools. If not, the applicant shall be responsible for the extension or establishment of any public facilities and services to effectively service the proposed Conditional Use.** The applicant stated that *"Utilities suitable for the property are all existing; there are currently no plans for any utility modifications."* This information is attached to this report (attached as Exhibit C).

5. **The proposed Conditional Use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets.** The applicant stated that *"Vehicular access from Ross and C Streets is existing and appropriate. Onsite parking is adequate for the anticipated number of staff and visitors to the Registration Office and Virtual Academy."* This information is attached to this report (attached as Exhibit C).

6. **The proposed Conditional Use will comply with all applicable development standards, except as specifically altered in the approved Conditional Use.** The applicant stated that *"The existing building complies with all applicable development standards. No exterior modifications are anticipated."* This information is attached to this report (attached as Exhibit C).

7. **The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses.** The applicant stated that *"The proposed use as a Central Registration Office and Virtual Academy will be a positive addition to the community and will not be hazardous or have a negative impact on existing or future neighboring uses."* This information is attached to this report (attached as Exhibit C).

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

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

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

Summary Review of Conditional Use Standards:

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

Review and Findings:

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

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

Recommendation:

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

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

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

Recommendation

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and directs the preparation of the necessary legislation to **approve** the Conditional Use application for 140 Ross Avenue.

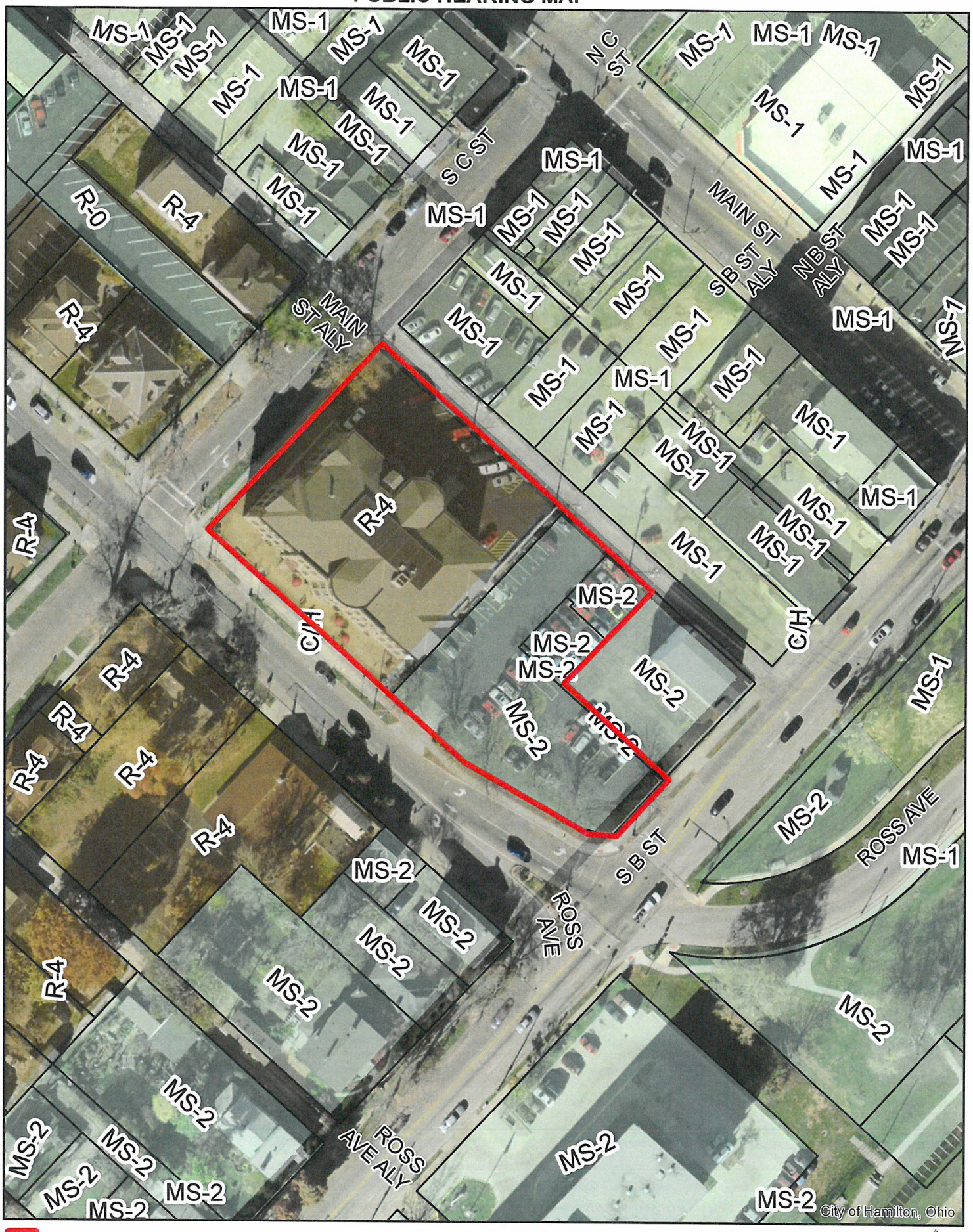
Attached Information

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

Copies Provided to:

Larry Knapp, HCSD
Jeff Thurman, Colonial Senior Services

140 ROSS AVENUE
PUBLIC HEARING MAP

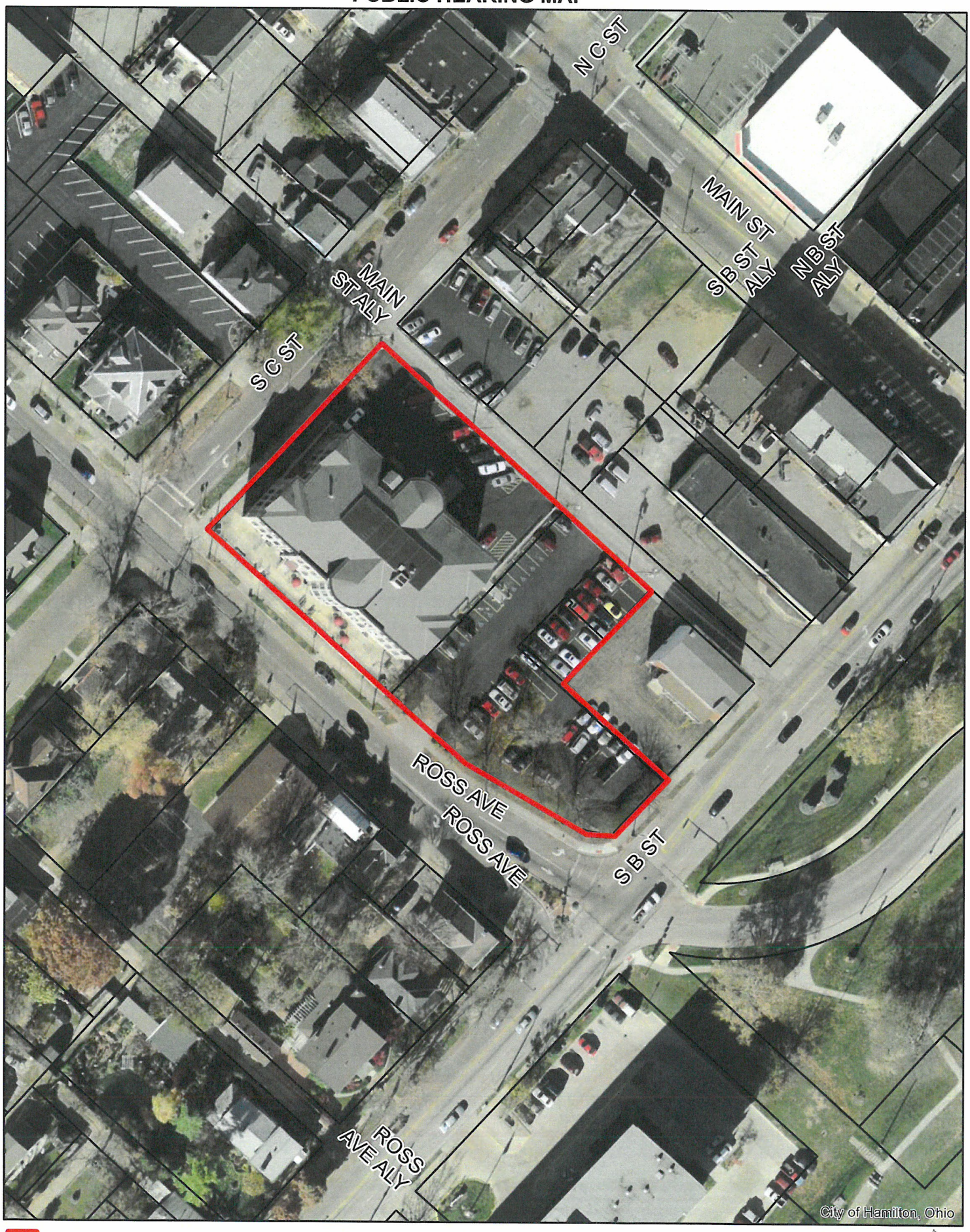


140 Ross Avenue

0 35 70 140 Feet

N

140 ROSS AVENUE
PUBLIC HEARING MAP



140 Ross Avenue

0 35 70 140 Feet

A162307
A162309

City of Hamilton
BUTLER COUNTY OHIO

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: 140 Ross Avenue, Hamilton, OH 45013

Lot No(s): P6412101000077 & P6412101000074

Property Owner: Hamilton City School District

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

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

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

Applicant's Email Address: lknapp@hcsdoh.org

Applicant's Phone Number: 513-887-5013

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

Date Previous Use Discontinued: Still in use

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

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

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

City of Hamilton
Date: 7/11/2016 Office: CNST
Acct: 228138 Cashier: Cons
Name:
Receipt # 00946346 7/11/2016 2:11 PM
Payment Total: $200.00
Check Tendered : $200.00

Rev. 1/11/16

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

See attached 1155.30 description prepared by SHP

Applicants must also submit all pertinent plans of the proposed site for the <u>Conditional Use</u> 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.

<u>CERTIFICATION:</u>
I certify that all of the information contained in this Application is complete, true and accurate.

Applicant's Signature — Date: 7/11/16

Larry Knapp, HCSD
Applicant's Printed Name

Property Owner's Signature — Date: 7/11/16

Larry Knapp, HCSD
Property Owner's Printed Name

Office Use Only

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

SHP
LEADING DESIGN

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

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

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

1155.30 – Application and Review
A. Written description:
Hamilton City Schools plans to purchase the "Miami School Building" at 140 Ross Avenue and have it become the new home of the Hamilton City School Registration Center and Virtual Academy. Central Registration will tentatively be open from 7:30AM to 4:30PM. Families registering for or withdrawing from school will be able to process their requests conveniently from a centralized location. The Virtual Academy's hours of operations will tentatively be as follows:

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

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

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

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

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

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

C. Conditional Use Criteria – General Standards
1. The proposed conditional use subject property is located in an R-4 "multi-family residence district". The subject property is currently a "B" Business use group. The proposed new "E" use is an approved conditional use per 1108.30.

2. The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare. While the parcel is zoned R-4, it is immediately adjacent to "MS-2" and "MS-3" designations (B Street form based code), which support a variety of mixed uses including business, religious, housing, etc. HCS believes the Central Registration Center and Virtual Academy will be a positive asset to the community and will complement the existing diverse property uses in the immediate area.

3. The proposed building has been a fixture on the corner of Ross and C Streets since 1902. It maintains its original scale, fenestration, and materiality. No modifications are planned to the existing exterior; thereby it will maintain its essential character which is harmonious with the district and the adjacent properties.

4. Utilities suitable for the property are all existing; there are currently no plans for any utility modifications.

5. Vehicular access from Ross and C Streets is existing and appropriate. On-site parking is adequate for the anticipated number of staff and visitors to the Registration Office and Virtual Academy.

6. The existing building complies with all applicable development standards. No exterior modifications are anticipated.

7. The proposed use as a Central Registration Office and Virtual Academy will be a positive addition to the community and will not be hazardous or have a negative impact on existing or future neighboring uses.

8. The property will not involve uses or activities that will be detrimental to any persons, property or general welfare in the area.

9. The proposed Conditional Use will be a community asset in the neighborhood. It will not impede the normal and orderly development of the surrounding properties.

PRE-APPLICATION MEETING NOTES

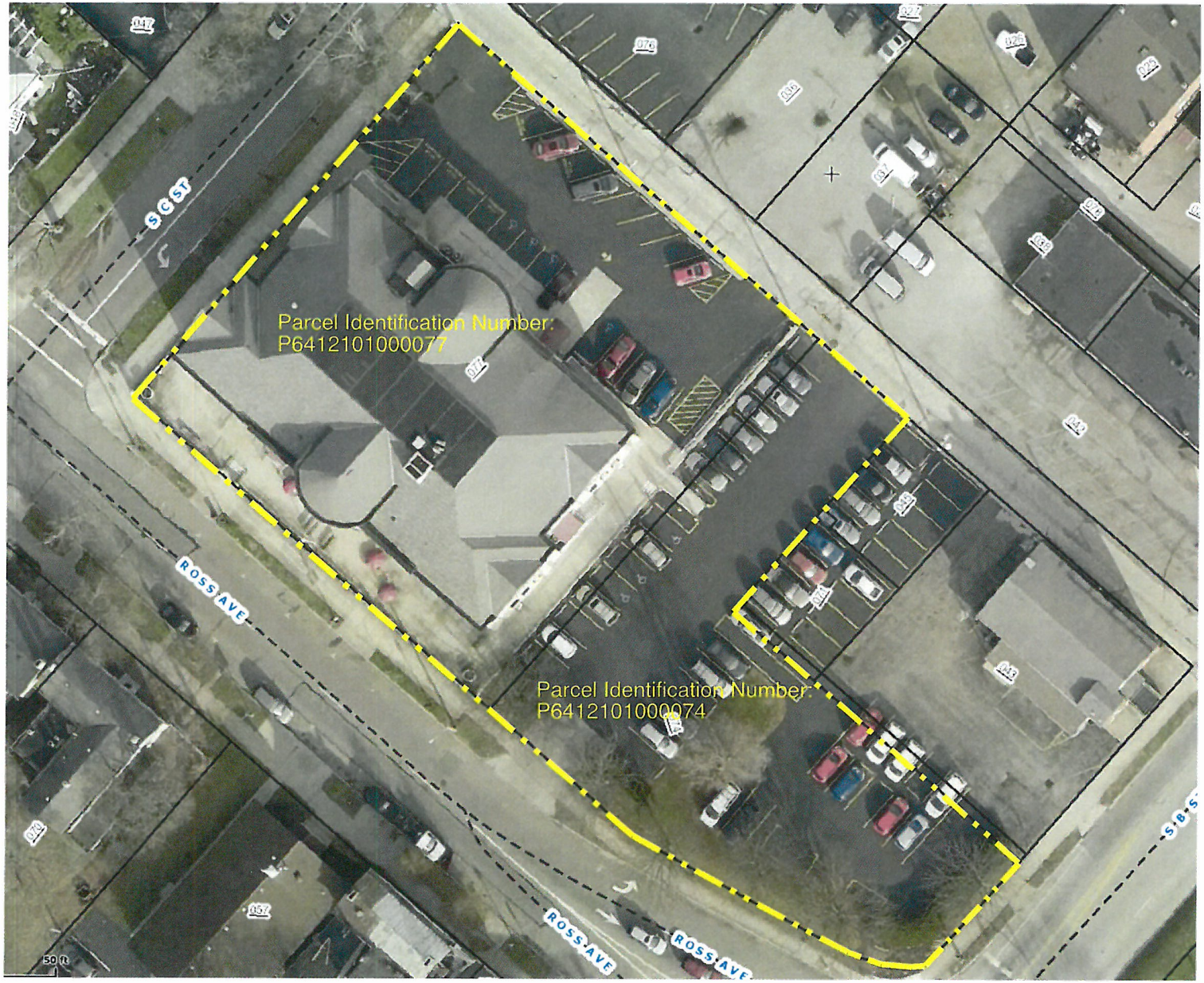
Attendees:
Larry Knapp, Thomas Alf – Hamilton City Schools
Jeffrey Sackenheim – SHP Leading Design
Bill Deters – Ennis Britton (via phone)

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

Date: June 21, 2016

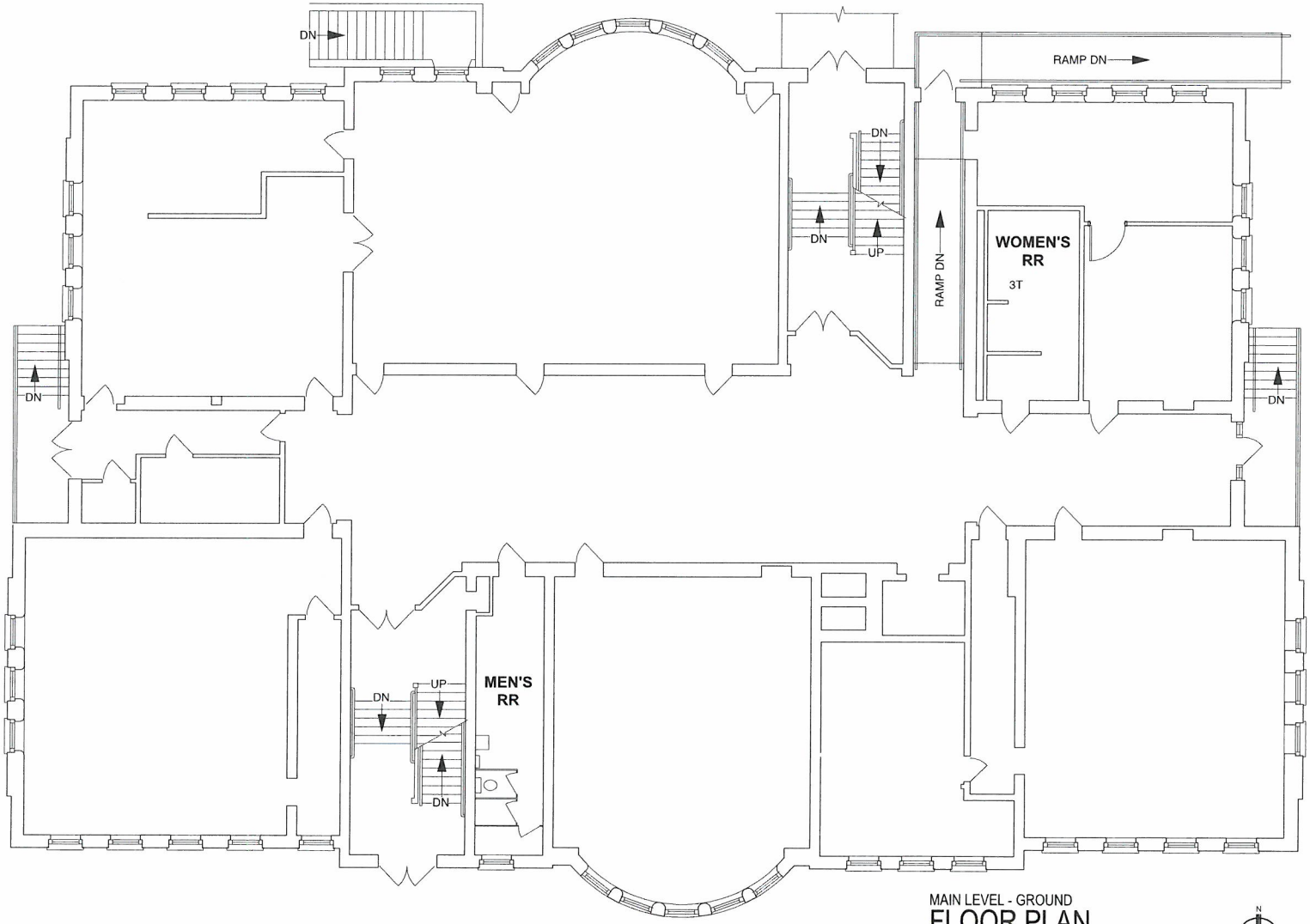
The following items were discussed and agreed to by all parties for inclusion in the Conditional Use application.

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



SITE PLAN

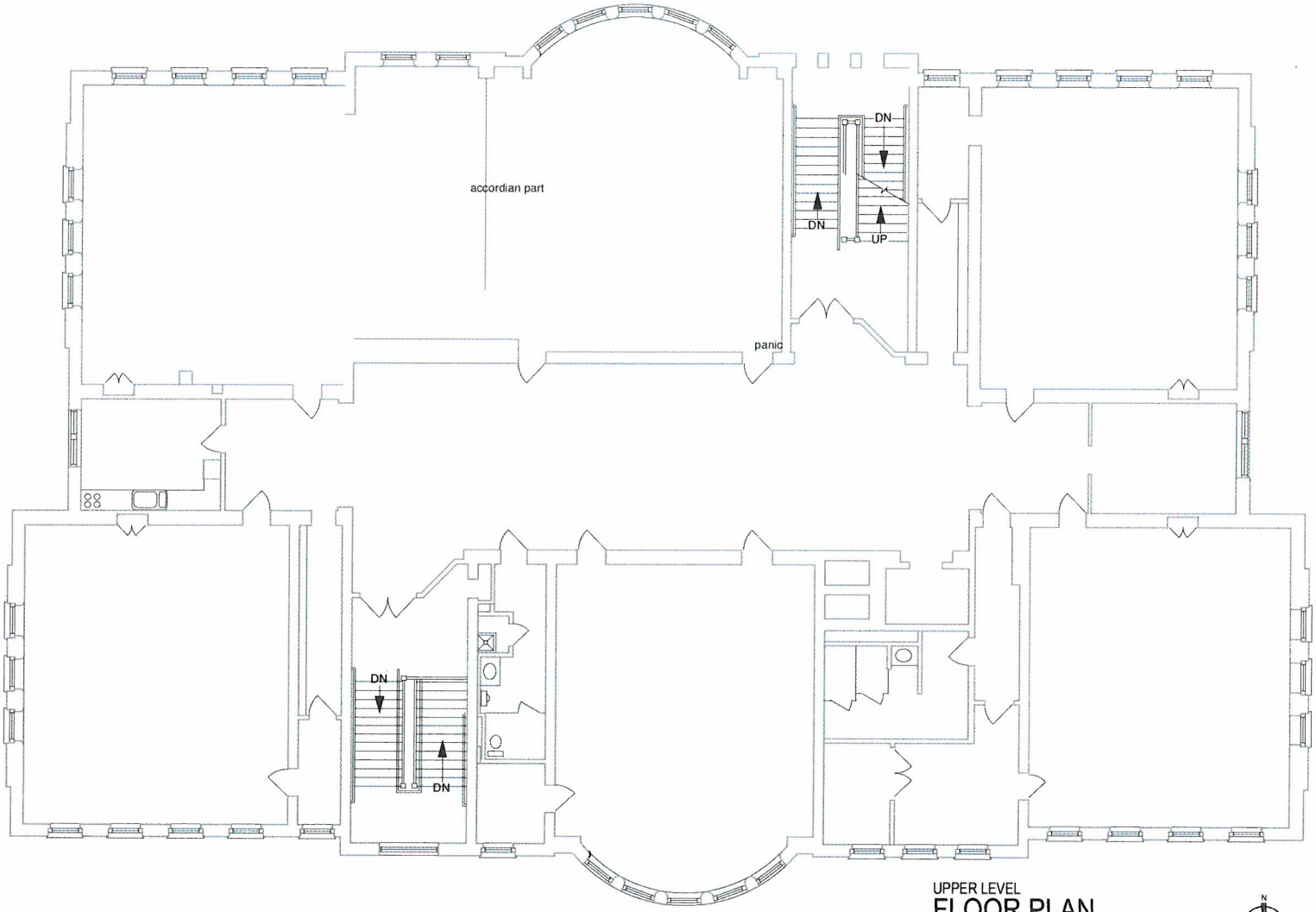
140 ROSS AVE, HAMILTON, OH



MAIN LEVEL - GROUND

FLOOR PLAN

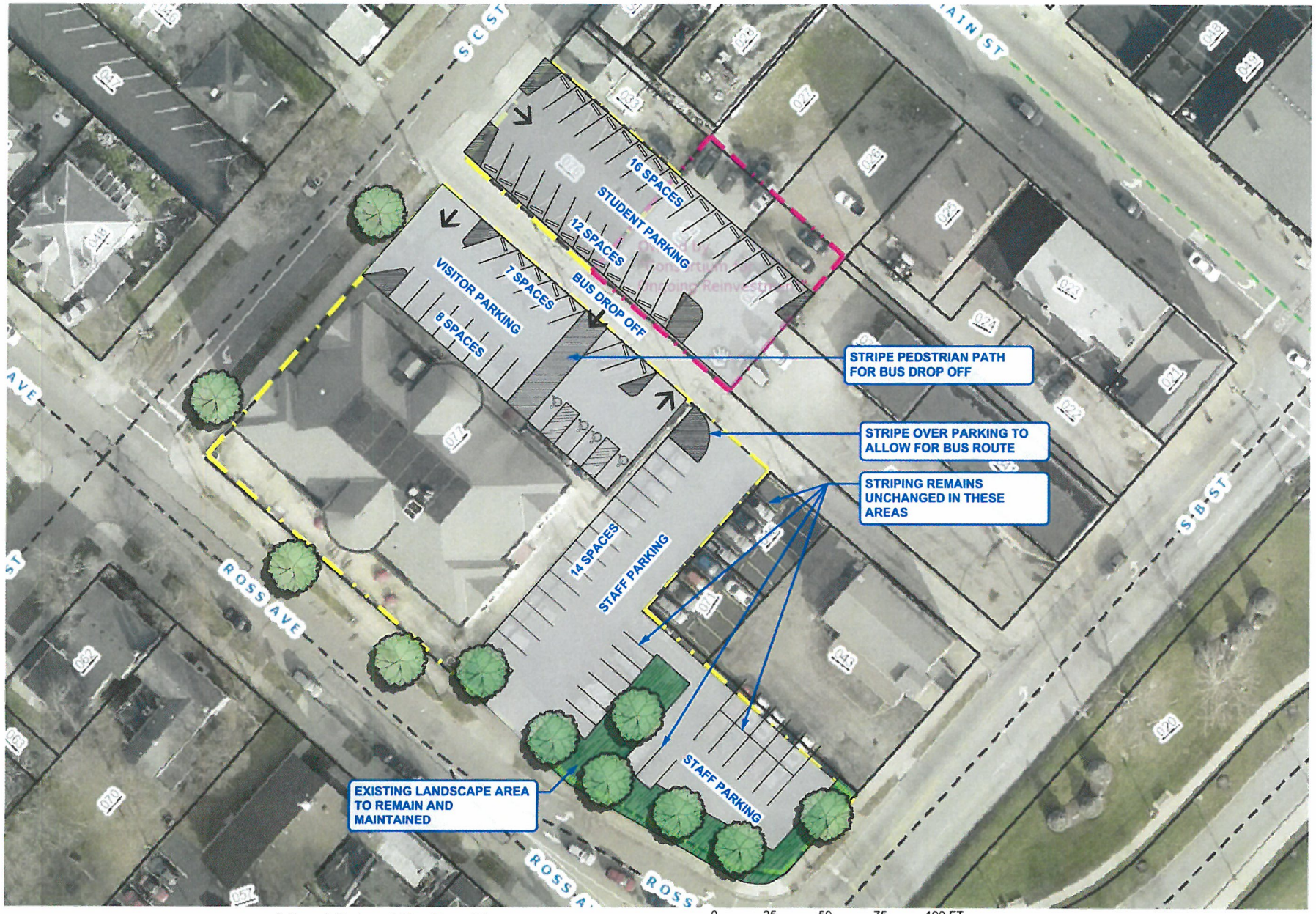
140 ROSS AVE, HAMILTON, OH



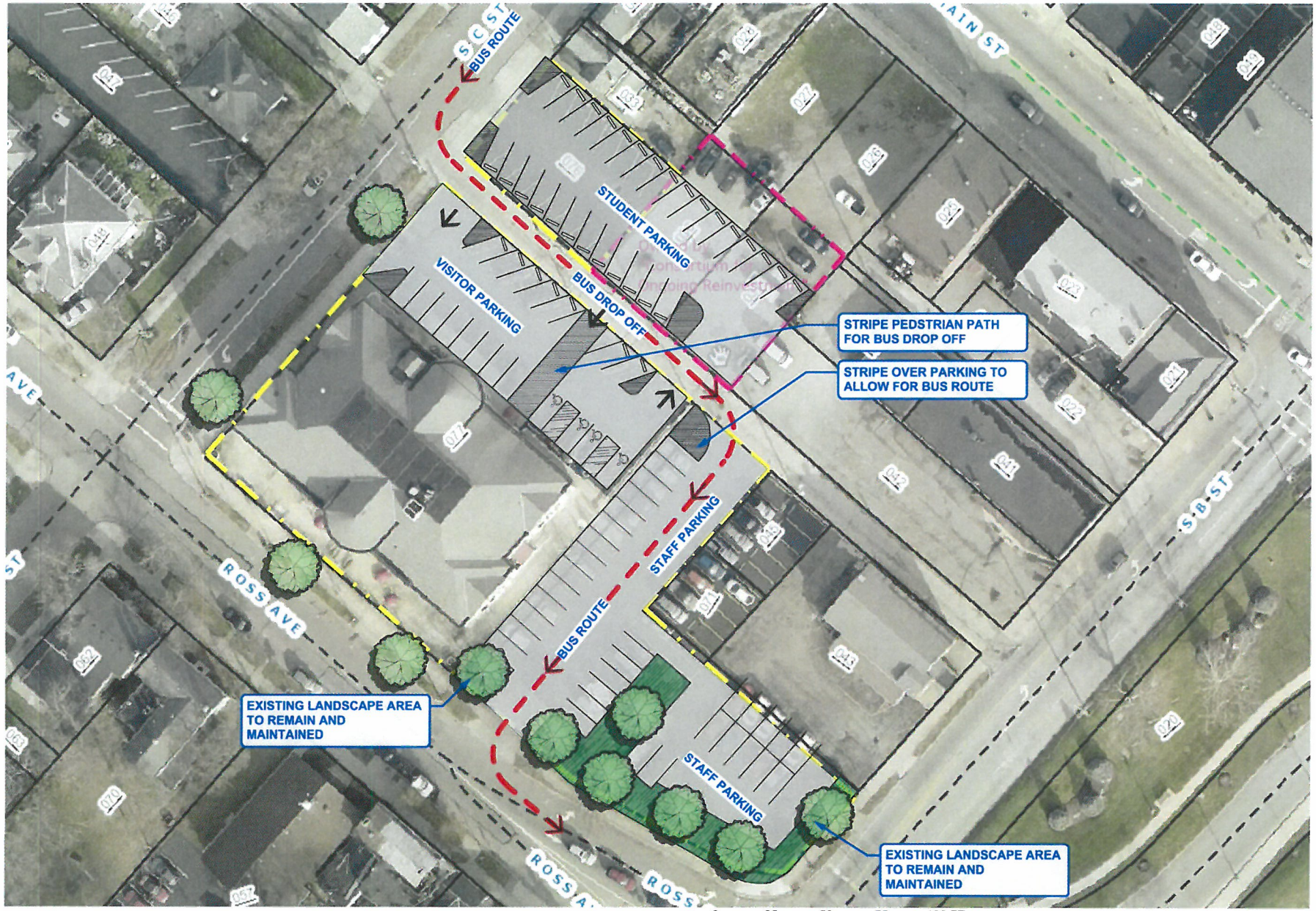
UPPER LEVEL

FLOOR PLAN

140 ROSS AVE, HAMILTON, OH



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



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

0 25 50 75 100 FT

ORDINANCE NO. _____

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

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

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

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

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

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

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

The conditions are as follows:

1. Bus route with discharge of students on school property.

2. School Resource Officer to be on-site during school hours (minimum hours 7:30 am-2:30 pm).

3. Changes in signage or building exterior (design, color, etc.) to be reviewed by Architectural Design Review Board (ADRB).

4. Landscaping Plan to be submitted for site (identify existing, and any new plantings proposed (Note added that landscaping to be maintained in good condition and replaced as necessary). Landscaping Plan to be reviewed by Municipal Arborist.

5. Any dumpster(s) to be enclosed in structure to match principal building.

6. 30 on-site parking spaces are required per zoning (1 space for every 5 classroom seats–150/5=30). Site plan to indicate staff, student, and visitor parking.

7. All student parking to be provided on-site.

8. On-site parking will be available for public parking after 5:00 pm for the days of Monday through Friday and on weekends, unless needed for school function.

9. All improvements and work indicated on construction drawings/documents approved as part of the Conditional Use be installed and maintained in good repair and replaced as necessary to remain in compliance with the approved Conditional Use - (includes building and exterior finishes, canopies, dumpster enclosure, landscaping, signage, pavement surfaces, and parking lot striping, etc.)

10. City will be notified if any new activities are proposed, not originally stated in the application, will be conducted in the facility.

11. The HCSD agrees to not object to the issuance of a State of Ohio liquor permit associated with a City of Hamilton supported development or redevelopment project within a 500 foot vicinity of 140 Ross Avenue.

12. The construction drawings for the proposed work to be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.

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

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

1. Bus route with discharge of students on school property.

2. School Resource Officer to be on-site during school hours (minimum hours 7:30 am-2:30 pm).

3. Changes in signage or building exterior (design, color, etc.) to be reviewed by Architectural Design Review Board (ADRB).

4. Landscaping Plan to be submitted for site (identify existing, and any new plantings proposed (Note added that landscaping to be maintained in good condition and replaced as necessary). Landscaping Plan to be reviewed by Municipal Arborist.

5. Any dumpster(s) to be enclosed in structure to match principal building.

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7. All student parking to be provided on-site.

8. On-site parking will be available for public parking after 5:00 pm for the days of Monday through Friday and on weekends, unless needed for school function.

9. All improvements and work indicated on construction drawings/documents approved as part of the Conditional Use be installed and maintained in good repair and replaced as necessary to remain in compliance with the approved Conditional Use - (includes building and exterior finishes, canopies, dumpster enclosure, landscaping, signage, pavement surfaces, and parking lot striping, etc.)

10. City will be notified if any new activities are proposed, not originally stated in the application, will be conducted in the facility.

11. The HCSD agrees to not object to the issuance of a State of Ohio liquor permit associated with a City of Hamilton supported development or redevelopment project within a 500 foot vicinity of 140 Ross Avenue.

12. The construction drawings for the proposed work to be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.

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

Ordinance No. _____ (Cont'd)

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

_____
Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

City Council Meeting Staff Report

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

Report From: John Creech, Senior Planner

Agenda Item: Request by Allen Loudiy, for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 South Erie Boulevard. (Allen Loudiy, Owner/Applicant).

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☐ R *Realize new investments* ☐ A *Add new jobs* ☐ I *Increase property values* ☐ D *Decrease vacant structures* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Ordinance*	☑ 1st Reading Date: 8/24/2016 ☑ 2nd Reading Date: 9/14/2016 ☐ Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):* City Council Caucus: 8/10/2016 Planning Commission: 8/1/2016	
Contract	☐ Contract Required	☑ Additional Document(s) Attached
Fiscal Impact	Budgeted: No General Fund: $200.00 Other Funds: $ 0.00	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue

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

Policy Alternative(s)

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

Staff Recommendation

It is the recommendation of this office that Council receives this report, concurs in the Recommendation of the Planning Commission, and adopts the necessary legislation to deny the request for a Conditional Use to allow the establishment of an Automobile Service and Minor Repair facility to operate on the property zoned B-2 Community Business District located at 735 South Erie Boulevard.

Statutory/Policy Authority

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

Fiscal Impact Summary

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

Background Information

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

Proposed Project:

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

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

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

Surrounding Zoning:

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

Notification:

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

CONDITIONAL USE REVIEW

1155.10 – Conditional Uses:

1. The Planning Commission (PC) shall review and make a recommendation to City Council, in accordance with the provisions of this Ordinance for applications for Conditional Uses. The PC shall review the particular facts and circumstances of each proposed Conditional Use, and if recommending approval shall find adequate evidence that the proposed conditional use complies with the General Standards applicable to all Conditional Uses found in 1155.30. (REVISED OR2015-9-80)

2. The PC has no obligation to recommend approval of a Conditional Use, and City Council has no obligation to approve a Conditional Use. The Hamilton Zoning Ordinance assumes that the uses listed as conditional are not outright appropriate unless an applicant demonstrates to the PC that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which the Conditional Use is proposed. (REVISED OR2015-9-80)

3. In considering an application for a Conditional Use, the PC and City Council shall give due regard to the nature and condition of all adjacent uses and structures and in recommending approval of a conditional use may impose such requirements and conditions, in addition to any expressly stipulated in this Ordinance, as the PC may deem necessary for the protection of adjacent properties and the public interest. (REVISED OR2015-9-80)

Section 1155.00 which regulates Conditional Uses states the following:

1155.30 – Application and Review

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

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

C. Conditional Use Review Criteria – General Standards

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

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

(2) **The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.** The applicant stated that *"There are no land use impacts emanating from the Applicant's property. The proposed Conditional Use itself is completely screened from all adjacent properties by virtue of the fact that all aspects of said use (service and parking) will take place inside the building. Any outside customer delivery and employee parking will be completely screened by the opaque board fence and planned vegetative buffer. Public convenience and welfare will be serviced by the productive use of the property that is suited for the immediate area without producing negative land use impacts."* This information is attached to this report (attached as Exhibit C).

(3) **The proposed Conditional Use will be harmonious with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.** The applicant stated that *"The proposed Conditional Use will be harmonious with the existing longstanding character of the site and the existing character of Erie Boulevard and will not change the character of the area."* This information is attached to this report (attached as Exhibit C).

(4) **The proposed Conditional Use shall be adequately served by essential public facilities and services such as, but not limited to, roads, public safety forces, storm water facilities, water, sanitary sewer, refuse, and schools. If not, the applicant shall be responsible for the extension or establishment of any public facilities and services to effectively service the proposed Conditional Use.** The applicant stated that *"Applicant will use the same essential public facilities and services that have served the property since 1948."* This information is attached to this report (attached as Exhibit C).

(5) **The proposed Conditional Use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets.** The applicant stated that *"The existing vehicular approaches to the property have existing since 1948. The right-of—way abutting the subject property is large enough (28' 10") so as to remove all aspects of potential interference with traffic by ingress and egress to and from the property."* This information is attached to this report (attached as Exhibit C).

(6) **The proposed Conditional Use will comply with all applicable development standards, except as specifically altered in the approved Conditional Use.** The applicant stated that *"There are 18 use standards for Automobile Service and Minor Repair. The proposed change in use complies with all such standards including the 20,000 square foot minimum lot requirement that was modified/waived by the granting of a variance by unanimous vote of the Hamilton Board of Zoning Appeals on May 5, 2016 in Hamilton Zoning Case #2016-4."* This information is attached to this report (attached as Exhibit C).

(7) **The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses.** The applicant stated that *"The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses given the screened, buffered, self-enclosed nature of the proposed use."* This information is attached to this report (attached as Exhibit C).

(8) **The proposed Conditional Use will not involve uses, activities, processes, materials, equipment and conditions of operations, including, but not limited to, hours of operation, that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to the uses permitted in the base zoning district.** The applicant stated that *"The conduct of the self-enclosed nature of the proposed use during normal business hours will be virtually unintelligible to persons owning adjacent property with no effect upon the general welfare of the vicinity."* This information is attached to this report (attached as Exhibit C).

(9) **The proposed Conditional Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.** The applicant stated that *"The proposed use will not impede the normal and orderly development and improvement of surrounding property."* This information is attached to this report (attached as Exhibit C).

Summary Review of Conditional Use Standards:

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

Review and Findings:

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

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

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

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

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

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

RECOMMENDATION:

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

1) The proposed use will substantially or permanently injure the appropriate use of neighboring property and will not serve the public convenience and welfare, and

2) The proposed use will not be harmonious with the existing or intended character of the general vicinity, and that such use will change the essential character of the same area, and

3) The proposed use will not have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets, and

4) The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses, and

5) The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Recommendation

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and directs the preparation of the necessary legislation to **deny** the Conditional Use application for 735 S. Erie Boulevard.

Attached Information

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

Copies Provided to:

Jay Bennett

PUBLIC HEARING NOTIFICATION MAP
735 S. ERIE BLVD

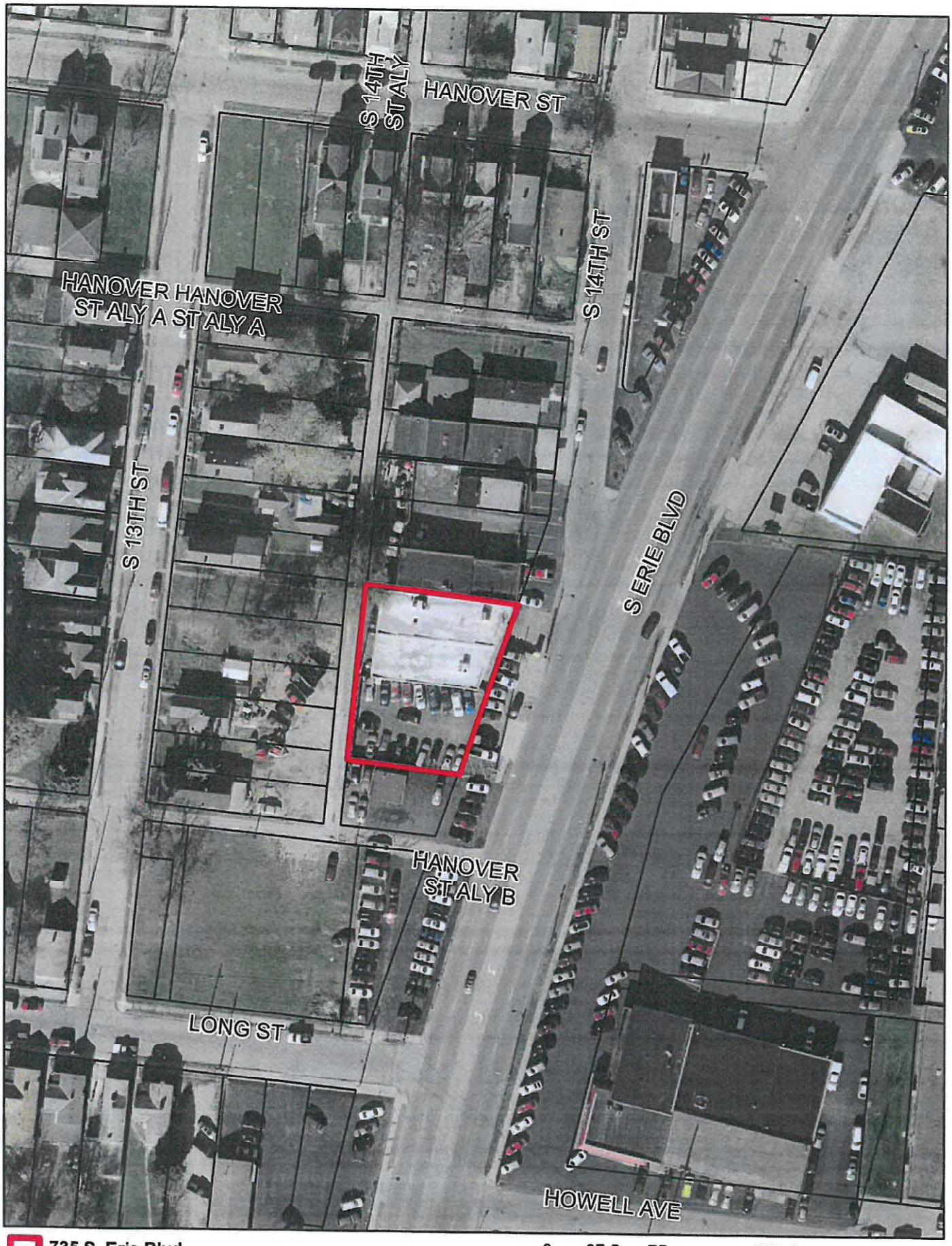


Exhibit B

PUBLIC HEARING NOTIFICATION MAP
735 S. ERIE BLVD

A162114

City of Hamilton
BUTLER COUNTY OHIO

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: 735 S. Erie Boulevard

Lot No(s): 27073

Property Owner: Allen Loudiy

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

Applicant's Name (If different than owner):

Applicant's Mailing Address:

Applicant's Email Address:

Applicant's Phone Number:

Previous Legal Use of Property: Auto Detailing business

Date Previous Use Discontinued: N/A

Proposed New Use of Property: Automotive Service and Minor Repair

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

1121.39.26

City of Hamilton
Date: 6/28/2016 Office: CNST
Acct: 226680 Cashier: Consvs
Name:
Receipt # 00936684 6/28/2016 9:46 AM
Payment Total $200.00
Check Tendered: $200.00

Rev. 1/11/16

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

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

Please see attached

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

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

Applicant's Signature — Date: 6-27-16

Allen Loudiy
Applicant's Printed Name

Property Owner's Signature — Date: 6-27-16

Allen Loudiy
Property Owner's Printed Name

Office Use Only

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

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

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

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

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

[6]
P6451004000081
S THIRTEENTH ST
RESIDENTIAL
500; R-Residential Vacant
6722 ENT
CECIL & ELIZABETH F OSBORNE

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

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

[9]
P6451004000078
S THIRTEENTH ST
RESIDENTIAL
500; R-Residential Vacant
5715 ENT
CECIL OSBORNE

[10]
P6451004000077
740 S THIRTEENTH ST
RESIDENTIAL
500; R-Residential Vacant
5714 ENT
BETTY J SMITH

[11]
P6451004000076
738 S THIRTEENTH ST
RESIDENTIAL
510; R-SingleFamily
5713 ENT
BETTY J SMITH

[12]
P6451004000075
736 S THIRTEENTH ST
RESIDENTIAL
510; R-SingleFamily
5712 ENT
CONSTANCE SPICER HANEY

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

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

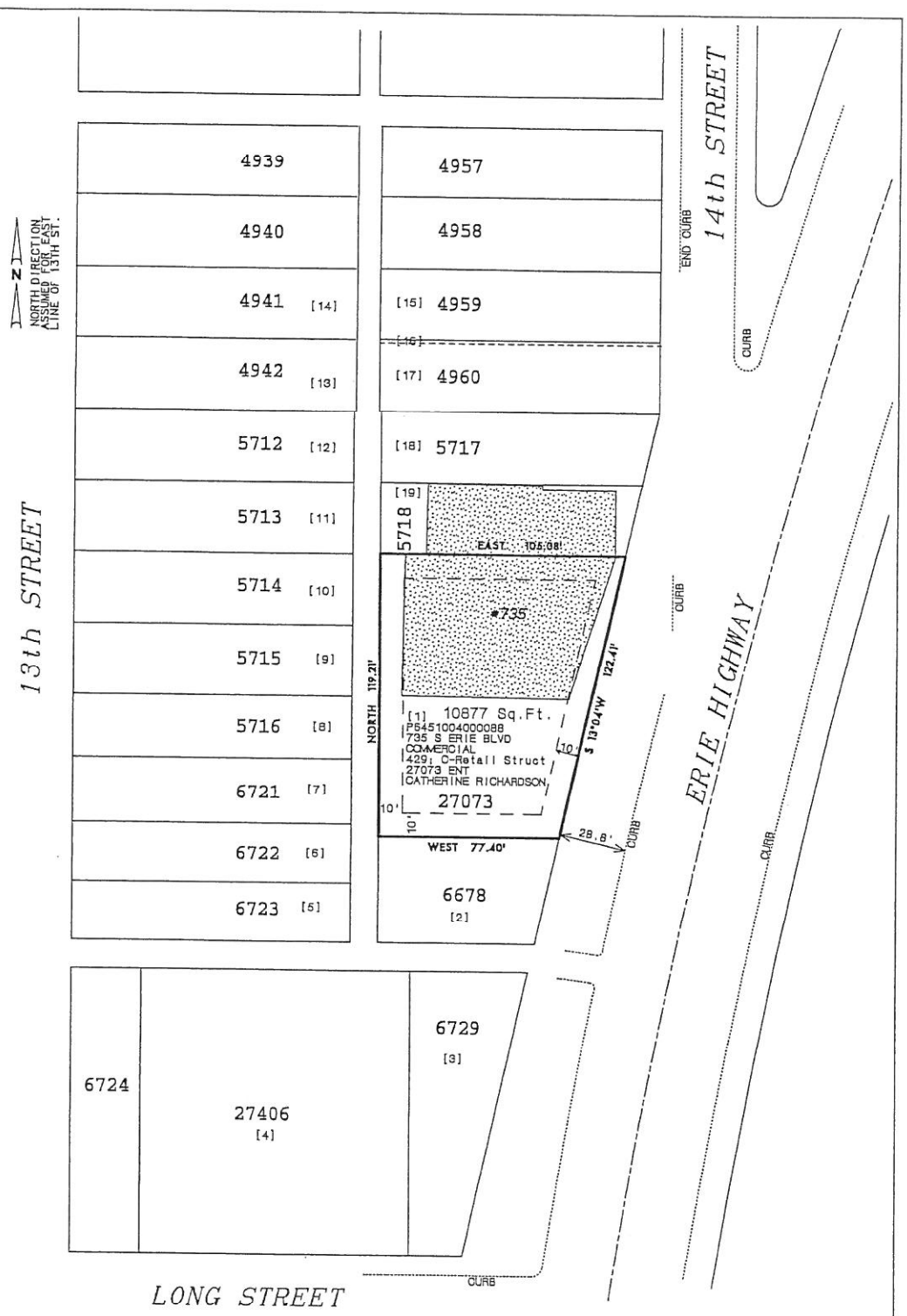
[15]
P6451004000093
725 S FOURTEENTH ST
COMMERCIAL
454; C-Car Sale/service
4959 ENT
MICHAEL G VERDIN TR

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

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

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

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



2015 APRIL 30

AMOS GREENE
LAND SURVEYOR
6618 BARRETT ROAD
WEST CHESTER, OH 45069-3146
Phone 513-755-2667

EXISTING FENCE
ALLEY
NORTH 119.28'
0'-0" SETBACK
(7) 9'X18' PARKING SPACES
LANDSCAPE AREA - PARKING REMO
EXISTING FENCE
10'-0" SETBACK
S 13° 04' W 122.41'
28'-10"
EXISTING CURB CUT
EXISTING CURB LINE
SOUTH ERIE BOULEVARD

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

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

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

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

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

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

C. Conditional Use Review Criteria – General Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

Meredith Murphy <meredith.murphy@hamilton-oh.gov>

735 South Erie Blvd

3 messages

John Creech <john.creech@hamilton-oh.gov> Thu, Jul 7, 2016 at 4:27 PM
To: freebirdwin@gmail.com
Cc: Meredith Murphy <meredith.murphy@hamilton-oh.gov>

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

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

(513) 785-7355

Website | Facebook | Twitter

HamiltonOH Logo RGB_Green BC on W.jpg

John Creech <john.creech@hamilton-oh.gov> Mon, Jul 11, 2016 at 4:34 PM
To: Meredith Murphy <meredith.murphy@hamilton-oh.gov>

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

(513) 785-7355

Website | Facebook | Twitter

HamiltonOH Logo RGB_Green BC on W.jpg

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

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

Sent from my iPad
[Quoted text hidden]

[Quoted text hidden]
Please note that my email address has changed.

John Creech <john.creech@hamilton-oh.gov> Mon, Jul 11, 2016 at 4:35 PM
To: Meredith Murphy <meredith.murphy@hamilton-oh.gov>

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

(513) 785-7355

Website | Facebook | Twitter

HamiltonOH Logo RGB_Green BC on W.jpg

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

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

Sent from my iPad

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

> [Quoted text hidden]
> Please note that my email address has changed.

City of Hamilton
BUTLER COUNTY OHIO

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

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

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

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

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

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

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

Pursuant to Section 1170.80 of the Hamilton Zoning Ordinance

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

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

Sincerely,

John Creech
Secretary
Board of Zoning Appeals
CC: Jay Bennett

ORDINANCE NO. _____

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

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

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

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

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

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

The findings are as follows:

1) The proposed use will substantially or permanently injure the appropriate use of neighboring property and will not serve the public convenience and welfare; and

2) The proposed use will not be harmonious with the existing or intended character of the general vicinity, and that such use will change the essential character of the same area; and

3) The proposed use will not have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets; and

4) The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses; and

5) The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

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

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

1) The proposed use will substantially or permanently injure the appropriate use of neighboring property and will not serve the public convenience and welfare; and

2) The proposed use will not be harmonious with the existing or intended character of the general vicinity, and that such use will change the essential character of the same area; and

3) The proposed use will not have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding streets; and

4) The proposed use will be hazardous to or have a negative impact on existing or future neighboring uses; and

5) The proposed use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

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

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

_____
Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
8/24/16

City Council Meeting Staff Report

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

Report From: Tom Vanderhorst, Finance Director

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

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☑ R *Realize new investments* ☑ A *Add new jobs* ☑ I *Increase property values* ☑ D *Decrease vacant structures* ☑ G *Generate recreational investments* ☑ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Emergency Ordinance*	1st Reading Date: 8/24/16 2nd Reading Date: 8/24/16 Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):* 8/10/16 Caucus Report	
Contract	☐ Contract Required	☐ Additional Document(s) Attached
Fiscal Impact	Budgeted: No Expenditure: See Below Source Funds: Electric System Reserve (527)	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue

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

Policy Alternative(s)

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

Staff Recommendation

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

Statutory/Policy Authority

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

Fiscal Impact Summary

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

Background Information

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

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

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

Attached Information

N/A

Copies Provided to:

N/A

EMERGENCY ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

"*City*" means the City of Hamilton, Ohio.

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

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

"*Council*" means the Council of the City.

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

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

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

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

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

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

"*Original Purchaser*" means the Electric Fund.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Emergency Ordinance No. _____ (Cont'd)

PASSED: _____

Effective Date: _____

_____
Patrick Moeller
Mayor

ATTEST: _____
Nick Garuckas
City Clerk

Approved as to form and correctness:

_____
Heather Sanderson Lewis, Esq.
Law Director

CERTIFICATE

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

_____
Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

CERTIFICATE

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

_____
Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

RECEIPT

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

_____
Roger Reynolds
County Auditor

By: _____
Deputy County Auditor

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

City Council Meeting Staff Report

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

Report From: Jody Gunderson, Economic Development Director

Agenda Item: Entering into a Development Agreement with CMC Properties

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☑ I *Increase property values* ☑ D *Decrease vacant structures* ☐ A *Add new jobs* ☑ R *Realize new investments* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☐ O *General operations*
Ordinance or Resolution *Ordinance*	☑ 1st Reading Date: 8/24/2016 ☑ 2nd Reading Date: 9/14/2016 ☐ Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):* 8/10/16 City Council Meeting R2016-8-28	
Contract	☑ Contract Required	☐ Additional Document(s) Attached
Fiscal Impact	Budgeted: $ Expenditure: $ Source Funds:	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

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

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

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

Statutory/Policy Authority
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.

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

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

Background Information

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

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

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

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

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

Attached Information

N/A

Copies Provided to:

N/A

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ordinance No. _____ (Cont'd)

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

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

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

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

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

_____
Nick Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Exhibit No. 1

DEVELOPMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) City shall pay the first $50,000.00;

(B) Developer and City shall share, dollar for dollar, the next $100,000.00; and

(C) Developer shall pay all costs above $150,000.00.

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

(i) City shall pay the first $50,000.00;

(ii) Developer and City shall share, dollar for dollar, the next $100,000.00; and

(iii) Developer shall pay all costs above $150,000.00.

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

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

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

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

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

5. **Post-Closing City Improvements.**

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

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

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

6. **Indemnification and Insurance**.

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

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

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

8. **Vacation Magnolia Street**.

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

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

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

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

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

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

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

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

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

14. **Contingencies**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Miscellaneous**.

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

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

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

If to the City:

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

With a copy to:

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

If to Developer:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED on the date first above written.

THE CITY OF HAMILTON, OHIO,
an Ohio municipal corporation

By:_____
Name:_____
Title:_____

COMMUNITY DEVELOPMENT
ASSOCIATES, LLC,
an Ohio limited liability company

By:_____
Name:_____
Title:_____

Agreement approved as to form:

_____
_____, City Law Director

FISCAL OFFICER'S CERTIFICATE

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

Dated: _____, 2016

_____
Director of Finance
City of Hamilton, Ohio

EXHIBITS

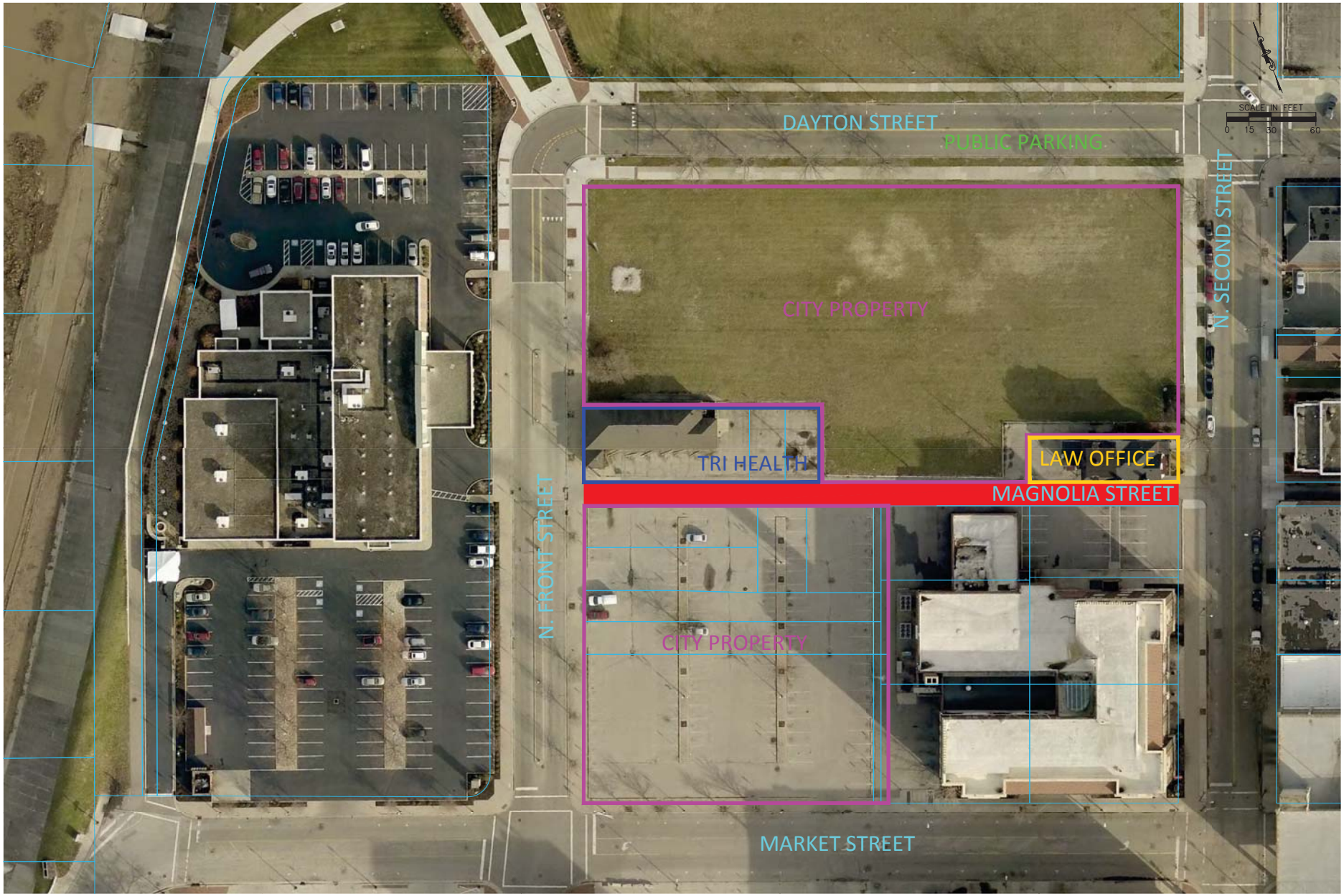
Exhibit A – Plan Showing City Property, including Tri-Health Property and Law Office Property and Public Parking Areas (on Dayton Street)

Exhibit B - Legal Description of City Owned Property

Exhibit C – Overhead Utility Lines to be Relocated by City

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

Exhibit E – Magnolia Street to be Vacated



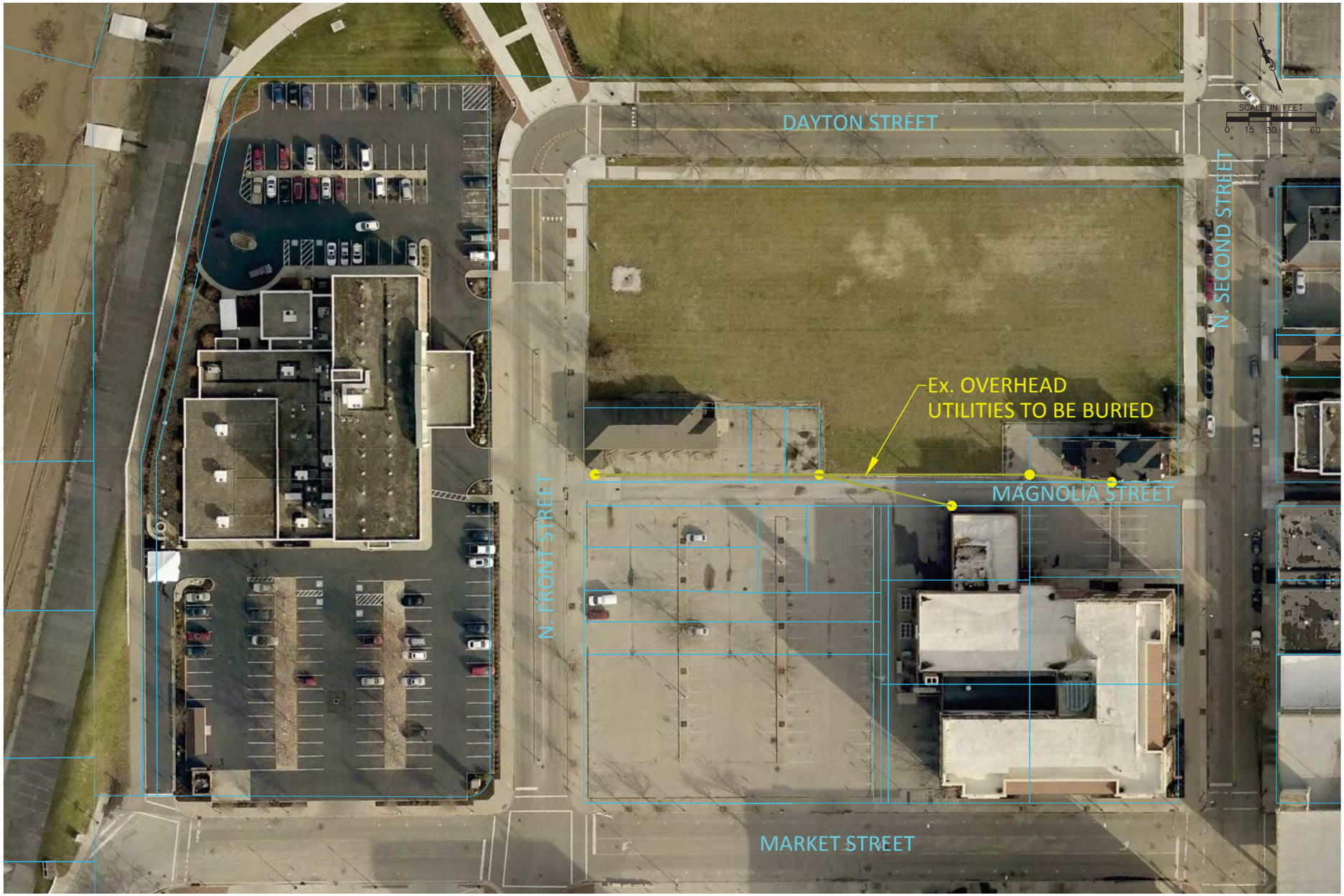
CHOICE ONE ENGINEERING

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8954
PORTLAND, INDIANA 260.766.2500
www.CHOICEONEENGINEERING.com

THE MARCUM
CITY OF HAMILTON
EXHIBIT A

REVISIONS:

FILE NAME	EXHIBIT A
DRAWN BY	AKB
CHECKED BY	NNS
PROJECT No.	BUTHAM1605
DATE	08-18-2016
SHEET NUMBER	1 OF 5



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PORTLAND, INDIANA 260.766.2500
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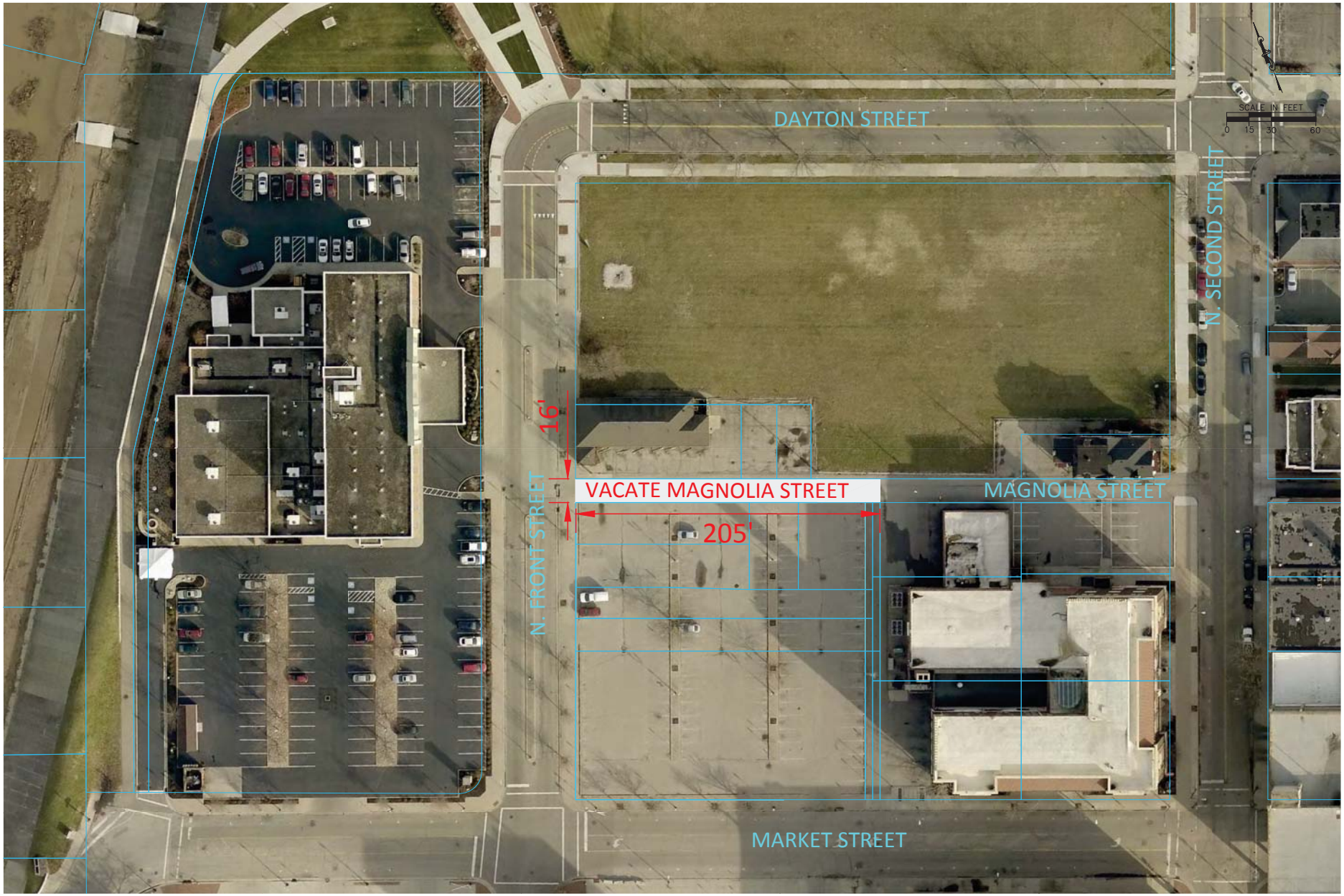
THE MARCUM
CITY OF HAMILTON
EXHIBIT C

REVISIONS:

FILE NAME	EXHIBIT C
DRAWN BY	AKB
CHECKED BY	NNS
PROJECT No.	BUTHAM1605
DATE	08-18-2016
SHEET NUMBER	3 OF 5



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THE MARCUM
CITY OF HAMILTON
EXHIBIT E

REVISIONS:

FILE NAME	EXHIBIT E
DRAWN BY	AKB
CHECKED BY	NNS
PROJECT No.	BUTHAM1605
DATE	08-18-2016
SHEET NUMBER	5 OF 5

LEGEND

Phase

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

NORTH

MKSK

BID TABULATION

CITY OF HAMILTON, OHIO
DAYTON STREET STREETSCAPE

REF NO.	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	QUANTITY	DAYTON STREET UNIT PRICE	DAYTON STREET TOTAL PRICE	RIVERFRONT PLAZA UNIT PRICE	RIVERFRONT PLAZA TOTAL PRICE
		ROADWAY							
1	201	CLEARING AND GRUBBING	LUMP	1	1.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
2	202	PAVEMENT REMOVED, AS PER PLAN	SQ YD	48	48.00	$12.50	$600.00	$12.50	$600.00
3	202	PAVEMENT REMOVED, ASPHALT, AS PER PLAN (BRICK PAVER AREAS)	SQ YD	1948	2960.00	$12.50	$24,350.00	$12.50	$37,000.00
4	202	PAVEMENT REMOVED, ASPHALT, AS PER PLAN (FULL DEPTH ASPHALT AREAS)	SQ YD	784	784.00	$12.50	$9,800.00	$12.50	$9,800.00
5	202	WALK REMOVED	SQ FT	8435	1000.00	$1.00	$8,435.00	$1.00	$1,000.00
6	202	STEPS REMOVED	FT	5	5.00	$5.00	$25.00	$5.00	$25.00
7	202	CURB REMOVED	FT	1050	900.00	$2.00	$2,100.00	$2.00	$1,800.00
8	202	CURB AND GUTTER REMOVED	FT	10	10.00	$10.00	$100.00	$10.00	$100.00
9	202	PIPE REMOVED, 24" AND UNDER	FT	332	332.00	$25.00	$8,300.00	$25.00	$8,300.00
10	202	MANHOLE REMOVED	EACH	1	1.00	$725.00	$725.00	$725.00	$725.00
11	202	CATCH BASIN REMOVED	EACH	11	11.00	$475.00	$5,225.00	$475.00	$5,225.00
12	202	MANHOLE ABANDONED	EACH	1	1.00	$465.00	$465.00	$465.00	$465.00
13	202	REMOVAL MISC.: ROUND TOP CURB REMOVED	FT	0	0.00	$4.00	$0.00	$4.00	$0.00
14	202	REMOVAL MISC.: RAILROAD TIE / LANDSCAPING TIMBERS REMOVED	FT	0	0.00	$10.00	$0.00	$10.00	$0.00
15	204	SUBGRADE COMPACTION	SQ YD	2476	2960.00	$1.50	$3,714.00	$1.50	$4,440.00
16	204	PROOF ROLLING	HOUR	1	1.00	$95.00	$95.00	$95.00	$95.00
17	608	CONCRETE STEPS, TYPE B	FT	5	5.00	$90.00	$450.00	$90.00	$450.00
18	608	CURB RAMP, AS PER PLAN	EACH	16	16.00	$780.00	$12,480.00	$780.00	$12,480.00
19	SPEC	CLAY BRICK PAVERS (PEDESTRIAN)	SQ FT	12822	10350.00	$17.00	$217,974.00	$17.00	$175,950.00
20	SPEC	EXTERNAL PADLOCKING REMOVABLE BOLLARD	EACH	8	8.00	$2,600.00	$20,800.00	$2,600.00	$20,800.00
		EROSION CONTROL							
21	659	SEEDING AND MULCHING	SQ YD	101	101.00	$20.00	$2,020.00	$20.00	$2,020.00
22	659	REPAIR SEEDING AND MULCHING	SQ YD	5	5.00	$1.00	$5.00	$1.00	$5.00
23	659	INTER-SEEDING	SQ YD	5	5.00	$0.01	$0.05	$0.01	$0.05
24	659	COMMERCIAL FERTILIZER	TON	0.01	0.01	$750.00	$7.50	$750.00	$7.50
25	659	LIME	ACRE	0.02	0.02	$200.00	$4.00	$200.00	$4.00
26	659	WATER	M GAL	1	1.00	$1.00	$1.00	$1.00	$1.00
27	832	EROSION CONTROL	EACH	3500	3500.00	$1.00	$3,500.00	$1.00	$3,500.00
		DRAINAGE							
28	811	4" CONDUIT, TYPE E, 707.32	FT	150	150.00	$12.00	$1,800.00	$12.00	$1,800.00
29	811	6" CONDUIT, TYPE E, 707.32	FT	150	150.00	$12.00	$1,800.00	$12.00	$1,800.00
30	811	8" CONDUIT, TYPE B	FT	13	13.00	$59.00	$767.00	$59.00	$767.00
31	811	8" PVC SDR-35 FOR SUMP DRAIN (GASKETED)	FT	300	300.00	$26.00	$7,800.00	$26.00	$7,800.00
32	811	10" CONDUIT, TYPE B	FT	44	44.00	$60.00	$2,640.00	$60.00	$2,640.00
33	811	12" CONDUIT, TYPE B	FT	120	100.00	$82.00	$9,840.00	$82.00	$8,200.00
34	811	15" CONDUIT, TYPE B	FT	44	44.00	$125.00	$5,500.00	$125.00	$5,500.00
35	811	12" SLOTTED DRAIN, TYPE 1, AS PER PLAN	FT	900	0.00	$150.00	$135,000.00	$150.00	$0.00
36	811	CATCH BASIN, NO. 6	EACH	7	2.00	$1,900.00	$13,300.00	$1,900.00	$3,800.00
37	811	CATCH BASIN, NO. 6, AS PER PLAN	EACH	6	4.00	$1,950.00	$11,700.00	$1,950.00	$7,800.00
38	811	MANHOLE, NO. 3	EACH	3	3.00	$2,800.00	$8,400.00	$2,800.00	$8,400.00
39	811	MANHOLE ADJUSTED TO GRADE	EACH	1	1.00	$600.00	$600.00	$600.00	$600.00
41	811	SUMP DRAIN LINE CLEANOUT (INCLUDES VERTICAL PIPE AND ELBOW)	EACH	4	0.00	$300.00	$1,200.00	$300.00	$0.00
42	811	SLOTTED DRAIN CLEANOUT	EACH	6	0.00	$500.00	$3,000.00	$500.00	$0.00
		PAVEMENT							
43	254	PAVEMENT PLANING, ASPHALT CONCRETE	SQ YD	250	250.00	$6.50	$1,625.00	$6.50	$1,625.00
44	301	ASPHALT CONCRETE BASE, PG64-22	CU YD	80	80.00	$160.00	$12,800.00	$160.00	$12,800.00
45	304	AGGREGATE BASE	CU YD	300	300.00	$48.50	$14,550.00	$48.50	$14,550.00
46	305	8" CONCRETE BASE, AS PER PLAN	SQ YD	2250	2000.00	$65.80	$148,050.00	$65.80	$131,600.00
47	407	SPECIAL - TACK COAT, TRACKLESS TACK	GALLON	119	119.00	$4.50	$535.50	$4.50	$535.50
48	407	SPECIAL - TACK COAT, TRACKLESS TACK FOR INTERMEDIATE COURSE	GALLON	64	64.00	$4.50	$288.00	$4.50	$288.00
49	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	CU YD	20	66.00	$165.00	$3,300.00	$165.00	$10,890.00
50	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	CU YD	20	77.00	$155.00	$3,100.00	$155.00	$11,935.00
51	609	COMBINATION CURB AND GUTTER, TYPE 2	FT	10	10.00	$35.00	$350.00	$35.00	$350.00
52	609	CURB, TYPE 6	FT	50	900.00	$17.00	$850.00	$17.00	$15,300.00
53	609	CURB, TYPE 6, AS PER PLAN	FT	900	50.00	$15.00	$13,500.00	$15.00	$750.00

BID TABULATION

CITY OF HAMILTON, OHIO
DAYTON STREET STREETSCAPE

						DAYTON STREET		RIVERFRONT PLAZA	
REF NO.	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
54	609	CURB, MISC.: ROUND TOP CURB	FT	0	0.00	$20.00	$0.00	$20.00	$0.00
55	609	MODIFIED TYPE "A" CURB AND GUTTER	FT	50	50.00	$26.00	$1,300.00	$26.00	$1,300.00
56	613	LOW STRENGTH MORTAR BACKFILL	CU YD	4	4.00	$90.00	$360.00	$90.00	$360.00
57	SPEC	CLAY BRICK PAVERS (ROADWAY)	SQ YD	2250	2000.00	$107.00	$240,750.00	$107.00	$214,000.00
58	SPEC	CONCRETE EDGE RESTRAINT (REINFORCED)	FT	96	96.00	$45.00	$4,320.00	$45.00	$4,320.00
59	SPEC	CONCRETE EDGE RESTRAINT (NON-REINFORCED)	FT	13	13.00	$35.00	$455.00	$35.00	$455.00
		WATER WORK							
69	SPEC	IRRIGATION SYSTEM	LUMP	1	1.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
		LIGHTING / ELECTRICAL							
72	625	LIGHTING / ELECTRICAL	EACH	1	1.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
		TRAFFIC CONTROL							
111	630	TRAFFIC CONTROL	FT	1	1.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00
		LANDSCAPING / HARDSCAPE							
124	653	TOPSOIL FURNISHED AND PLACED	CU YD	87	87.00	$47.00	$4,089.00	$47.00	$4,089.00
125	661	PERENNIALS, AS PER PLAN	EACH	254	254.00	$14.00	$3,556.00	$14.00	$3,556.00
126	661	DECIDUOUS TREE, 2" CALIPER, AS PER PLAN	EACH	10	10.00	$350.00	$3,500.00	$350.00	$3,500.00
127	661	DECIDUOUS TREE, 2-1/2" CALIPER, AS PER PLAN	EACH	18	18.00	$375.00	$6,750.00	$375.00	$6,750.00
129	662	LANDSCAPE WATERING	GALLON	30000	30000.00	$0.25	$7,500.00	$0.25	$7,500.00
132	SPEC	3 X 5 TREE GRATE AND FRAME	EACH	8	8.00	$1,500.00	$12,000.00	$1,500.00	$12,000.00
133	SPEC	5 X 5 TREE GRATE AND FRAME	EACH	10	10.00	$1,800.00	$18,000.00	$1,800.00	$18,000.00
		MAINTENANCE OF TRAFFIC							
134	616	WATER	M GAL	5	5.00	$75.00	$375.00	$75.00	$375.00
		INCIDENTALS							
135	614	MAINTAINING TRAFFIC	LUMP	1	1.00	$9,700.00	$9,700.00	$9,700.00	$9,700.00
136	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	1.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
137	624	MOBILIZATION	LUMP	1	1.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
		CONTINGENCY							
149	SPEC	CONTINGENCY	LUMP	75000	75000.00	$1.00	$75,000.00	$1.00	$75,000.00
			TOTAL BASE BID		**TOTAL BASE BID**		**$1,248,626.05**		**$1,030,428.05**

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

City Council Meeting Staff Report

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

Report From: Eugene F. Scharf, Community Development Director

Agenda Item: Amend, Transfer and Budget up to $116, 252 of FY 2015 through 2016 CDBG Funds

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☐ R *Realize new investments* ☐ A *Add new jobs* ☑ I *Increase property values* ☐ D *Decrease vacant structures* ☐ G *Generate recreational investments* ☑ E *Engage citizens in activities* ☐ O *General operations*
Ordinance or Resolution *Ordinance*	1st Reading Date: 8/24/16 2nd Reading Date: 8/24/16 Public Hearing Date: 8/24/16	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):* Caucus Agenda of 8/10/16	
Contract	☐ Contract Required	☑ Additional Document(s) Attached
Fiscal Impact	Budgeted: $116,252 Expenditure: $116,252 Source Funds: CDBG	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue
Does City Council wish to adopt legislation to amend, appropriate and transfer $116,252 of FY 2015 through 2016 CDBG funds for various housing and public service activities to further the City's Strategic Plan?

Policy Alternative(s)
Council may choose not to adopt the proposed legislation but various housing and public service activities will not be accomplished.

Staff Recommendation
Staff recommends that Council amends, appropriates and transfers $116,252 of FY 2015 through 2016 CDBG funds for the outlined activities.

Statutory/Policy Authority
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton and federal 24 CFR are applicable and provide authority for Council to take this action.

Fiscal Impact Summary
Council is asked to considering amending, appropriate and transferring $116,252 of grants to various activities to further the City of Hamilton's Strategic Plan.

Background Information
Throughout the federal program year, it becomes necessary to transfer CDBG resources to projects and programs that either needs additional funds for meets a goal of the City's adopted federal Consolidated and local Strategic Plan. These funds are from unused or allocated funds.

- $55,180 for the Clearance of Nuisance Properties
- $49,572 for Public Infrastructure Improvements
- $11,500 for Public Facility Improvements

All programs and projects are consistent with the City's federally adopted Consolidated Plan. The City must follow appropriate federal standards and amendment procedures contained in the referenced Consolidated Plan.

Attached Information
Detailed Spreadsheet

Copies Provided to:
Joshua A. Smith
Tom Vanderhorst
Dee Allgaier
Duronna Smith
Dave Jones

Potential Amendment 7/21/2016

FROM:					
916-805-630-260	Housing Contractual	$	1,154.71	$	1,155.00
916-815-910-000-991-001	Economic Deve. - Entitlement Loans	$	50,000.00	$	50,000.00
916-840-620-200	Training	$	400.00	$	400.00
916-840-630-230	Outside Legal Services	$	412.00	$	412.00
916-840-640-420	Liability Insurance	$	2,937.91	$	2,938.00
916-840-640-530	Printing and Binding	$	149.75	$	150.00
916-840-640-580	Delivery	$	124.34	$	125.00
	TOTAL	**$**	**55,178.71**	**$**	**55,180.00**
TO:					
916-855-910-821	Health - Demolition and Clearance	$	55,178.71	$	55,180.00
	TOTAL	**$**	**55,178.71**	**$**	**55,180.00**

FROM:					
916-810-610-100	PF - Salaries and Wages	$	4,792.20	$	4,793.00
916-810-610-160	PF - Special Pays	$	775.00	$	775.00
916-810-620-100	PF - Health Insurance	$	1,075.56	$	1,076.00
916-810-620-101	PF - Dental Insurance	$	152.74	$	153.00
916-810-620-102	PF - Vision Insurance	$	255.65	$	256.00
916-810-620-110	PF-Life Insurance	$	16.84	$	17.00
916-810-620-115	PF - Health Spending Account - Employer Cont.	$	276.67	$	277.00
916-810-620-120	PF - Medicare	$	141.17	$	142.00
916-810-620-130	PF - PERS	$	699.80	$	700.00
916-820-910-000-052	Programmming at the BTW Center	$	14,648.57	$	14,649.00
916-815-910-000-991-001	Economic Deve. - Entitlement Loans	$	10,000.00	$	10,000.00
916-835-610-100	Housing-Salaries and Wages	$	2,004.75	$	2,005.00
916-835-620-100	Housing - Health Insurance	$	460.61	$	461.00
916-835-620-101	Housing - Dental Insurance	$	91.95	$	92.00
916-835-620-102	Housing - Vision Insurance	$	88.24	$	89.00
916-835-620-110	Housing - Life Insurance	$	46.85	$	47.00
916-835-620-115	Housing - Health Spending Account - Emp. Cont.	$	81.67	$	82.00
916-835-620-120	Housing - Medicare	$	142.63	$	143.00
916-835-620-130	Housing - PERS	$	693.46	$	694.00
916-840-610-100	PA - Salaries and Wages	$	6,864.12	$	6,865.00
916-840-620-100	PA - Health Insurance	$	308.25	$	309.00
916-840-620-101	PA - Dental Insurance	$	119.44	$	120.00
916-840-620-102	PA - Vision Insurance	$	29.66	$	27.00
916-840-620-110	PA - Life Insurance	$	95.77	$	96.00
916-840-620-115	PA - Health Spending Account - Emp. Cont.	$	255.21	$	256.00
916-840-620-120	PA - Medicare	$	181.37	$	182.00
916-840-620-130	PA - PERS	$	825.99	$	826.00
916-840-630-245	Banking Services	$	514.35	$	515.00
916-840-640-560	Membership Dues	$	292.50	$	293.00
916-840-660-110	Miscellaneous Equipment	$	781.00	$	781.00
916-840-660-240	Books and Periodicals Subscriptions	$	224.32	$	225.00
916-840-700-399	Furniture and Fixtures	$	500.00	$	500.00
916-840-800-300	Fleet Maintenance	$	1,800.00	$	1,800.00
916-850-850-300	Contingencies	$	325.00	$	325.00
916-855-910-822	Health - Slum and Blight Remediation	$	0.96	$	1.00
	TOTAL	**$**	**49,562.30**	**$**	**49,572.00**
TO:					
916-810-910-202	CORE Development Activities	$	49,562.30	$	49,572.00
	TOTAL	**$**	**49,562.30**	**$**	**49,572.00**

FROM:					
916-810-910-202	CORE Development Activities	$	11,500.00	$	11,500.00
	TOTAL	**$**	**11,500.00**	**$**	**11,500.00**
TO:					
916-810-New	Public Facililties - B + G Club: Concrete Repair	$	11,500.00	$	11,500.00
	TOTAL	**$**	**11,500.00**	**$**	**11,500.00**

ORDINANCE NO. _____

AN ORDINANCE AMENDING, TRANSFERRING, AND APPROPRIATING UP TO $116,252 OF FISCAL YEAR 2015-16 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS.

WHEREAS, the City of Hamilton, Ohio, annually receives Federal grant funds under Title I of the Housing and Community Development Act of 1974, as amended, for its Community Development Block Grant (CDBG) Program as authorized under Title II of the Cranston-Gonzales National Affordable Housing Act (NAHA) of 1991, as amended; and

WHEREAS, Council desires to amend, transfer and appropriate up to a total of $116,252 of Fiscal Year 2015–2016 CDBG funds for various Public Facilities' Improvements; and

WHEREAS, in order to meet HUD requirements, the City has provided a thirty (30) day public comment period and the availability of this comment period has been published in the Hamilton Journal News, commencing on July 24, 2016 and ending August 23, 2016.

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

SECTION I: That the Fiscal Year 2015–2016 Community Development Block Grant (CDBG) Program Budgets, as set forth in the previously adopted Consolidated Plans, delineating the statement of objectives and proposed use of CDBG Funds within the City of Hamilton, Ohio, be and are hereby amended to provide for the transfer and appropriation of up to One Hundred Sixteen Thousand Two Hundred Fifty-Two Dollars ($116,252) for various Public Infrastructure, Public Facility and Clearance of Nuisance Property projects and programs as set forth in detail below.

	Account Number	Activity		Amount
FROM:				
	916-805	Other- Housing		$ 1,155
	916-815	Other – Economic Development		$ 50,000
	916-840	Other – Administration		$ 4,025
			TOTAL	**$ 55,180**
TO:				
	916-855	Other – Clearance Activities		$ 55,180
			TOTAL	**$ 55,180**
FROM:				
	916-810	Salary and Benefits		$ 8,189
	916-815	Other – Economic Development		$ 10,000
	916-820	Other-Public Services		$ 14,649
	916-835	Salary and Benefits		$ 3,613
	916-840	Salary and Benefit		$ 8,681
	916-840	Other – Admin. Expenses		$ 4,114
	916-850	Other – Contingencies		$ 325
	916-855	Other – Slum and Blight Remediation		$ 1
			TOTAL	**$ 49,572**
TO:				
	916-810	Other – Public Improvements		$ 49,572
			TOTAL	**$ 49,572**
FROM:				
	916-810	Other – Public Improvements		$ 11,500
			TOTAL	**$ 11,500**
TO:				
	916-810	Other – Public Improvements		$ 11,500
			TOTAL	**$ 11,500**

Ordinance No. _____ (cont'd)

SECTION II: That this Council hereby authorizes and directs the execution of appropriate documentation to implement the aforementioned CDBG amending, transferring and appropriating and to allocate funds as set forth herein.

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 of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

City Council Meeting Staff Report

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

Report From: Marcos Nichols, Administrative Specialist 1

Agenda Item: Report regarding legislation to amend existing Schedule "A" of the City's Classification and Compensation Plan, relative to the Classification of Laboratory Supervisor.

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☐ R *Realize new investments* ☐ A *Add new jobs* ☐ I *Increase property values* ☐ D *Decrease vacant structures* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Ordinance*	1st Reading Date: 8-24-16 2nd Reading Date: 8-24-16 Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):*	
Contract	☐ Contract Required	☐ Additional Document(s) Attached
Fiscal Impact	Budgeted: N/A Expenditure: N/A Source Funds: N/A	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue
Does City Council wish to adopt legislation to amend Schedule "A" of the City's Classification and Compensation Plan to remove the classification of Laboratory Supervisor?

Policy Alternative(s)
City Council can decide not to remove the positions.

Staff Recommendation
Staff recommends that Council receive this report and adopt the necessary legislation to remove the classification of Laboratory Supervisor.

Statutory/Policy Authority
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.

Fiscal Impact Summary
None.

Background Information
This position has been unfilled since August of 2015 and is currently unfilled. The Department of Underground Utilities has no plans to fill the position.

This legislation is to continue a cleanup of the Schedule "A" positions.

Attached Information
N/A

Copies Provided to:
N/A

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE "A" OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN, AS SET FORTH IN EMERGENCY ORDINANCE NO. EOR2016-1-4, ADOPTED JANUARY 13, 2016 AND AS AMENDED FROM TIME TO TIME, RELATIVE TO THE CLASSIFICATION OF LABORATORY SUPERVISOR.

WHEREAS, pursuant to Emergency Ordinance No. EOR2016-1-4, adopted January 13, 2016, the Council of the City of Hamilton, Ohio, approved Schedule "A" of the City's Classification and Compensation Plan; and

WHEREAS, since that time, the position of Laboratory Supervisor has gone unfilled and there are no plans to fill the position; and

WHEREAS, the Administration of the City of Hamilton, Ohio recommends that the classification of Laboratory Supervisor be deleted; and

WHEREAS, to accomplish the aforesaid it is necessary to amend the existing Schedule "A" of the City's Classification and Compensation Plan as set forth in Emergency Ordinance No. EOR 2016-1-4 by deleting said classifications;

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

SECTION I: That the portion of Schedule "A" of the City's Classification and Compensation Plan as set forth in Emergency Ordinance No. EOR2016-1-4 adopted January 13, 2016 and as amended from time to time, relative to the classification of Laboratory Supervisor, is hereby amended to delete that classification.

SECTION II: This ordinance shall take effect and be in full force from and after its passage.

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

_____
Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

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 ratifying the purchase of 219 Main Street, Hamilton, OH 45013

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☑ I *Increase property values* ☑ D *Decrease vacant structures* ☐ A *Add new jobs* ☐ R *Realize new investments* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Emergency Ordinance*	☑ 1st Reading Date: 8/24/2016 ☑ 2nd Reading Date: 8/24/2016 ☐ Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):*	
Contract	☑ Contract Required	☐ Additional Document(s) Attached
Fiscal Impact	Budgeted: No Expenditure: $152,000 Source Funds: Hamilton Capital Improvement & Debt Service Fund (215)	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue
Does City Council wish to adopt legislation to authorize and ratify the purchase of 219 Main Street, Hamilton, Ohio 45013?

Policy Alternative(s)
Council may choose not to adopt such legislation to purchase the property at 219 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 ratify the purchase of 219 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 219 Main Street for $152,000 out of the Hamilton Capital Improvement and Debt Service Fund (215.199.700.389). The plan is for the purchase price expensed out of the Hamilton Cap & Debt Service Fund (215) to be reimbursed with the proceeds from the internal note with the Electric System Reserve Fund (527). Debt service will eventually be paid of the Hamilton Cap & Debt Service Fund (215) at a rate not to exceed 1.5% to the Electric System Reserve Fund (527).

Background Information

The City of Hamilton, Ohio desires to purchase property located at 219 Main Street, Parcel P6412102000023, P6412102000024, P6412102000034, and P6412102000035.

This property is on the west side of the street in the 200 block of Main Street.

Attached Information

A depiction of parcels P6412102000023, P6412102000024, P6412102000034, and P6412102000035 being purchased is attached. The purchase agreement packet is attached.

Copies Provided to:

N/A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 1st day of August, 2016 ("Effective Date"), by and between Proffitt's 219 Main St., LLC, an Ohio limited liability company ("Seller"), and the City of Hamilton, Ohio, an Ohio municipal corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns an eight (8)-unit apartment building located at 219 Main Street in Hamilton, Butler County, Ohio, which Seller desires to sell to Purchaser; and

WHEREAS, Purchaser and Seller desire to set forth the terms and conditions for the sale of the property in this Agreement.

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

ARTICLE I – PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, that certain real property described on Exhibit A attached hereto, together with all easements and privileges appurtenant thereto, all reservations, rights of way, strips and gores of land, mineral rights, water rights and remainders in any way belonging, remaining or appertaining thereto; and all improvements, fixtures, trees and minerals located thereon (collectively, hereinafter referred to as the "Property").

1.2 Leases. Except as hereinafter provided, all rental agreements (collectively, the "Leases" and individually, a "Lease") will be terminated prior to the Closing (defined below). Notwithstanding the provisions of the preceding sentence, if: (a) Seller has used its best efforts to terminate a Lease prior to the Closing or to terminate a tenant's right to occupy a premises located on the Property prior to the Closing; (b) the Lease is in writing; and (c) the Lease has less than five (5) months remaining on its term, then that Lease, together with all rents and other sums due thereunder (the "Rents") and all security deposits made in connection therewith (the "Security Deposits") shall be deemed to be a "Permitted Lease" which shall be assumed by Purchaser at the Closing; provided, however, Purchaser shall not assume more than two (2) Permitted Leases at the Closing.

1.3 Excluded Property. Except as hereinafter provided, title to all of the personal property (collectively, the "Personal Property"), improvements and fixtures on the Property shall be transferred to Purchaser at the Closing, free and clear of all liens, encumbrances or claims from Seller. Notwithstanding the provisions of the preceding sentence, Seller shall retain, as its own, the personal property set forth on Exhibit B attached hereto (collectively, the "Excluded

Property"). Seller agrees that: (a) none of the Excluded Property is located in a premises that is occupied by a tenant under a Permitted Lease; and (b) all of the Excluded Property will be removed from the Property by Seller, at its sole cost and expense, prior to the Closing. Any Excluded Property that has not been removed from the Property prior to the Closing shall be deemed to have been abandoned by Seller and title thereto shall pass to Purchaser at the Closing for no additional consideration other than the Purchase Price (defined below). The provisions of this Section shall survive the Closing.

ARTICLE II – EARNEST MONEY AND PURCHASE PRICE

2.1 Earnest Money. Within five (5) calendar days after its execution of this Agreement, Purchaser will deposit with Jonathan O. Nerenberg, Esq., as agent for Ohio Bar Title Insurance Company (the "Escrow Agent"), the sum of Five Hundred and 00/100 ($500.00) Dollars as the earnest money (the "Earnest Money") under this Agreement. The Earnest Money shall be held and disbursed by Escrow Agent as provided for in this Agreement.

2.2 Escrow Agent. Escrow Agent shall hold and dispose of the Earnest Money in accordance with the terms of this Agreement. Seller and Purchaser agree that the duties of Escrow Agent hereunder 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 its disposition.

Escrow Agent shall not be responsible for any interest on the Earnest Money except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Earnest Money prior to the date interest is posted thereon.

2.3 Purchase Price. The purchase price ("Purchase Price") for the Property shall be: (a) One Hundred Fifty-Two Thousand and 00/100 ($152,000.00) Dollars; or (b) calculated as set forth below if the Property is sold subject to any Permitted Lease. If the Property is sold subject to any Permitted Lease, the Purchase Price will be reduced by One Hundred and 00/100 ($100.00) Dollars for each month or partial month remaining on the term of each Permitted Lease.

By way of example, assume that there are two (2) Permitted Leases that Purchaser will assume at the Closing and that the Closing takes place on October 1, 2016. The first Permitted Lease has an expiration date of November 15, 2016, and the second Permitted Lease has an expiration date of January 31, 2017. The Purchase Price would be One Hundred Fifty-One Thousand Four Hundred and 00/100 ($151,400.00) Dollars, calculated as follows:

Purchase Price	=	$152,000.00	–	[($100 x 2)	+	($100 x 4)]
Purchase Price	=	$152,000.00	–	[$200.00	+	$400.00]
Purchase Price	=	$151,400.00				

The Earnest Money, unless otherwise disbursed by the terms of this Agreement, shall be applied to the Purchase Price at the Closing as a portion of the Purchase Price. The Purchase Price, less the Earnest Money, shall be paid by Purchaser to Seller at Closing.

ARTICLE III – CONDITIONS TO THE OBLIGATIONS OF PURCHASER

3.1 Conditions. The obligations of Purchaser 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 prior to the dates set forth in each of the following subsections:

(a) 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: (i) that all or part of the Property is unmarketable, or (ii) 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 ten (10) days after the date of the Title Objection Notice (the "Cure Period") within which to cure ("Cure") the Title Objections as follows: (i) 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 (ii) 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 (ii) 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: (i) waive such Title Objections which Seller fails to Cure and accept such title to the Property as Seller will convey; or (ii) terminate this Agreement by sending written notice of termination to Seller and Escrow Agent. Thereafter Escrow Agent shall repay to Purchaser the Earnest Money, less the sum of One Hundred and 00/100 ($100.00) Dollars (the "Consideration"), which Consideration Escrow Agent shall pay to Seller as the consideration for Seller entering into this Agreement. After termination, Purchaser shall have no further liability to Seller 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": (i) installments of real estate taxes and assessments (general and special) constituting a lien on the Property, but not yet due and payable; (ii) all matters approved or deemed to have been approved by Purchaser; (iii) all Title Objections subsequently waived by Purchaser; and (iv) the rights of tenants under Permitted Leases.

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

(b) Title Insurance. At Closing, Purchaser will 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 and Escrow Agent. If this Agreement is terminated by Purchaser, Escrow Agent: (i) shall repay to Purchaser the Earnest Money, less the Consideration; and (ii) pay the Consideration to Seller. After termination, Purchaser will have no further liability to Seller 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.

(c) Due Diligence. From the Effective Date until the Closing, 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 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 and Escrow Agent. 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, Escrow Agent shall: (i) repay to Purchaser the Earnest Money, less the Consideration; and (ii) pay the Consideration to Seller. 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. on ~~October~~ September 1, 2016 (the

"Closing Date"). The Closing shall take place at the office of the City Manager, 345 High Street, Seventh Floor, 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 a Management Decision, signed by all of the members of Seller ratifying this Agreement and authorizing the execution and delivery of the Deed and the other documents to be delivered by Seller;

(d) Deliver a Bill of Sale for the Personal Property in the form of Exhibit C attached hereto (the "Bill of Sale"), executed by Seller;

(e) Deliver an Assignment and Assumption of Leases in the form of Exhibit D (the "Assignment") attached hereto, assigning the Permitted Leases to Purchaser, executed and acknowledged by Seller;

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

(g) Deliver such affidavits or indemnity agreements to Title Company against liens and parties in possession (except for the Permitted 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;

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

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

(j) Deliver the keys to the Property and 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 Earnest 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 Bill of Sale, executed by Purchaser;

(d) Deliver the Assignment, executed and acknowledged 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. All Rents owing under the Permitted Leases will be prorated to the Closing Date. All Security Deposits under the Permitted Leases will be transferred to Purchaser at 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 and Escrow Agent. If this Agreement is terminated, Escrow Agent shall repay the Earnest Money to Purchaser. 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. All information relating to the Property in the possession of Seller shall be delivered to Purchaser concurrently with the execution of this Agreement by Seller (the "Signing Date"), including without limitation any of the following that Seller may have: (a) any environmental reports or structural inspection reports on the Property or documentation regarding the removal of any UST (defined below) from the Property; (b) any existing title report, commitment or title policy for the Property; and (c) any written notices, reports, citations, orders, decisions, correspondence or memoranda from any governmental authority relating to or regarding the Property. The foregoing information that is delivered to Purchaser is hereinafter collectively referred to as the "Property Information".

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 Seller's Operating Agreement or any other agreement to which Seller is a party or by which Seller is bound.

(c) There is no 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 and Leases, 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.

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. 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 – SELLER'S COVENANTS

8.1 Agreements. While this Agreement remains in effect, Seller covenants and agrees that Seller: (a) will fully and timely perform its obligations under the Leases; (b) will not, without Purchaser's prior written consent, enter into any new lease or other understanding in any way affecting the Property; (c) will not, without Purchaser's prior written consent, amend or modify any of the Leases; (d) will use its best efforts to terminate all of the Leases prior to the Closing; and (e) will terminate all service contracts and property management agreements for the Property prior to the Closing.

8.2 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.

8.3 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.

ARTICLE IX – MISCELLANEOUS

9.1 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.

9.2 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: 345 High Street
Hamilton, OH 45011

If to Seller: 1183 Cleveland Avenue
Hamilton, OH 45013

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.

9.3 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.

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

9.5 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.

9.6 Successors. This Agreement shall be binding upon the parties hereto, and on their respective successors and assigns.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

(SIGNATURE PAGE TO FOLLOW)

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

Proffitt's 219 Main St., LLC,
an Ohio limited liability company

By: Leonard Proffitt

City of Hamilton, Ohio,
an Ohio municipal corporation

By: 8/1/16

Approved as to Form:

Heather Sanderson Lewis 7/26/16
City Law Director

s:\mason\hanrahan\jjr corporate\city of hamilton\proffitt's\psa 7-20-16.docx

EXHIBIT A

The Property

Being part of inlots numbered 1544, 1545, 1546 and 1547 as the same are numbered and designated on the revised list of lots in the First Ward of the City of Hamilton, Butler County, Ohio, and described as follows, to-wit:

Commencing at a point on Main Street and on the north line of lot number 1545, 10 feet west of the northwest corner of said lot number 1544; thence running eastward along Main Street, 40 feet to a point; thence at right angles southwardly through said lots numbered 1544 and 1547, 10 poles to an alley; thence westward along said alley 40 feet; thence northwardly at right angles 10 poles, more or less to the place of beginning.

P.P.I.D. #P6412-102-000-023, #P6412-102-000-024, #P6412-102-000-034 and #P6412-102-000-035

Property Address: 219 Main Street, Hamilton, Ohio 45013

EXHIBIT B

Excluded Property

1. _____ refrigerators.

2. _____ stoves.

3. Existing locks (knobs and cores) on the back exterior doors, basement door and nine (9) of the unit doors; provided, however, Seller, at its sole cost and expense, shall replace the removed locks with new locks so that the Property is secure.

No Excluded Property is located in a premises occupied by a tenant under a Permitted Lease.

Except for the Excluded Property set forth above, title to all of the other Personal Property, improvements and fixtures located on the Property shall pass to Purchaser at Closing, free and clear of any and all liens, encumbrances or claims from Seller.

EXHIBIT C

Bill of Sale

This Bill of Sale ("Bill of Sale") is being executed and delivered this _____ day of _____, 2016, by Proffitt's 219 Main St., LLC, an Ohio limited liability company ("Seller"), to the City of Hamilton, Ohio, an Ohio municipal corporation ("Purchaser"), pursuant to and in accordance with a certain Purchase and Sale Agreement ("Agreement") of even date herewith by and between Seller and Purchaser.

NOW, THEREFORE, pursuant to the Agreement and in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. Seller does hereby sell, transfer, assign, convey and deliver to Purchaser all of Seller's rights, title and interest in the Personal Property, excluding the Excluded Property.

2. Acceptance. Purchaser hereby accepts the foregoing sale, transfer, assignment and conveyances of the Personal Property.

3. Title. Seller warrants to Purchaser that Seller is seized of good title to the Personal Property and that the Personal Property (excluding the Excluded Personal) is hereby transferred to Purchaser free and clear of all liens and encumbrances. Seller does hereby agree that Seller will execute such other documents as Purchaser may reasonably request in order to obtain the full benefit of this Bill of Sale.

4. Governing Law. The laws of the State of Ohio, without giving effect to its choice of law principles, govern all matters arising under or relating to this Bill of Sale.

5. Miscellaneous. Any capitalized term not otherwise defined in this Bill of Sale shall have the same meaning as is ascribed to it in the Agreement.

Seller has executed this Bill of Sale as of the ____ day of _____, 2016.

Proffitt's 219 Main St., LLC

By: _____

Agreed and accepted this ____ day of _____, 2016.

Approved as to Form:

City of Hamilton, Ohio

_____
City Law Director

By: _____

EXHIBIT D

Assignment and Assumption of Leases

ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made this ___ day of _____, 2016 (the "Effective Date"), by and between Proffitt's 219 Main St., LLC, an Ohio limited liability company ("Seller"), and the City of Hamilton, Ohio, an Ohio municipal corporation ("Purchaser").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement dated _____, 2016 (the "Contract"), covering the Property; and

WHEREAS, Assignor has simultaneously herewith conveyed to Assignee all of Assignor's right, title and interest in and to the Property and in connection therewith, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain leases affecting the Property, copies of which are attached hereto as Exhibit C-1 (the "Permitted Leases"); and

WHEREAS, a capitalized term not otherwise defined herein shall have the same meaning as is ascribed to it in the Contract.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns unto Assignee all of the right, title and interest of Assignor in and to the Permitted Leases as of the Effective Date.

2. Assignee assumes the performance of all of the obligations of Assignor under the Permitted Leases to be performed from and after the Effective Date.

3. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all claims, demands, damages, liabilities and expenses arising out of or resulting from any breach or default by Assignor in its obligations under the terms of any of the Permitted Leases prior to the Effective Date.

4. As an inducement for Assignee to sign this Assignment, Assignor represents and warrants to Assignee that: (a) a true, correct and complete copy of each Permitted Lease, together with all amendments to it, is attached hereto as Exhibit D-1; (b) each Permitted Lease is in full force and effect; (c) no rent or other amounts due under any Permitted Lease has been paid in advance of its due date except as shown on Exhibit D-1; (e) no event has occurred and no condition exists which, with the giving of notice or the passage of time, or both, will constitute a default by Assignor or any of the lessees under the terms of any Permitted Lease; (f) no lessee has any defense or offset against enforcement of his or her Permitted Lease by the Assignor; (g)

no lessee is entitled to any rebate, allowance or free rent in regard to his or her Permitted Lease for any period after the date hereof; and (h) no one other than Seller and the .tenants under the Permitted Leases have any rights to occupy the Property. Assignor shall save Assignee harmless from and defend Assignee against any claim, loss or expense, including reasonable attorney fees, sustained by Assignee as a result of any of the foregoing representations and warranties not being true, correct and complete as of the Effective Date.

5. Assignor hereby transfers to Assignee the Security Deposits set forth on Exhibit D-2 attached hereto.

6. The laws of the State of Ohio, without giving effect to its choice-of-law principles, shall govern all matters arising under or relating to this Assignment. The provisions of this Assignment shall not merge into the Deed and shall survive the Closing.

This Assignment has been duly executed the date first above written.

Proffitt's 219 Main St., LLC,
an Ohio limited liability company

By: _____

Approved as to Form:

_____
City Law Director

City of Hamilton, Ohio,
an Ohio municipal corporation

By: _____

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, an authorized member of and on behalf of Proffitt's 219 Main St., an Ohio limited liability company.

_____
Notary Public

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of City of Hamilton, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

219 Main Street

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.

N
W E
S

Date: 8/22/2016

1 inch = 44 feet

EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE AUTHORIZING AND RATIFYING THE PURCHASE OF 219 MAIN STREET, HAMILTON, OHIO 45013. (Proffitt's 219 Main Street LLC).

WHEREAS, on August 1st, 2016, Proffitt's 219 Main Street LLC, the owners of the real estate located at 219 Street (the "Property"), entered into Purchase and Sale Agreement ("Purchase Agreement") for the purchase of the Property by the City of Hamilton for One Hundred Fifty-Two Thousand Dollars ($152,000.00); and

WHEREAS, the Administration finds that it would be beneficial for Council to authorize and ratify the purchase of the Property for a total of One Hundred Fifty-Two Thousand Dollars ($152,000.00); and

WHEREAS, the Property is located near the Main Street Redevelopment Area, and purchase of this Property would serve to allow control of the Property for redevelopment and job creation purposes; 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;

WHEREAS, the subject matter herein constitutes an emergency measure for the reasons that it provides for the immediate preservation of the public health, safety and welfare of the community by allowing the City to acquire this key piece of property in the Main Street Redevelopment Area on September 1, 2016, as required by the Purchase Agreement.

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 Purchase 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 Purchase Agreement.

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

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

City Council Meeting Staff Report

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

Report From: Scott Scrimizzi, Director of Public Safety

Agenda Item: A report regarding an ordinance authorizing and ratifying the purchase of property at the corner of Hanover and South 7th Street, Hamilton, Ohio 45011

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☑ I *Increase property values* ☐ D *Decrease vacant structures* ☐ A *Add new jobs* ☐ R *Realize new investments* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Emergency Ordinance*	☑ 1st Reading Date: 8/24/2016 ☑ 2nd Reading Date: 8/24/2016 ☐ Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):*	
Contract	☑ Contract Required	☑ Additional Document(s) Attached
Fiscal Impact	Budgeted: No Expenditure: $43,000 Source Funds: Hamilton Cap & Debt	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue
Does City Council wish to adopt legislation to authorize and ratify the purchase of property at the corner of Hanover and South 7th Street, Hamilton, Ohio 45011?

Policy Alternative(s)
Council may choose not to adopt such legislation to purchase the property at the corner of Hanover and South 7th Street, Hamilton, Ohio to be used for future development. The property would remain as it is now.

Staff Recommendation
Staff recommends that Council receive this report and adopt the legislation to authorize and ratify the purchase of property at the corner of Hanover and South 7th Street, Hamilton, Ohio 45011. Adopting this legislation will allow the City to control the entire block for future development and repurposing.

Statutory/Policy Authority
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.

Fiscal Impact Summary
Purchase price $43,000. Purchased out of 215.199.700.389

Background Information
The City of Hamilton, Ohio desires to purchase property located at the northeast corner of the intersection of Hanover and South 7th Street, Hamilton, Ohio 45011 consisting of parcel numbers: P6441046000047, P6441046000048, P6441046000049, P6441046000018, P6441046000019, P6441046000050, P6441046000042, and P6441046000020.

By completing this purchase the City of Hamilton would have control over the entire block as the City already owns parcel number: P6441046000051, The City of Hamilton's control of the entire block will facilitate future development. City Administration recommends that Council authorize and ratify the purchase of this property.

Attached Information
The option agreement is attached along with a depiction of the area.

Copies Provided to:
N/A

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made and entered into as of this 18th day of May, 2016 ("Effective Date"), by and between James Piraino, or his assign ("Purchaser"), and Donald Castle, Trustee (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 Hanover and South 7th Sts. Hamilton, Ohio.

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. None

1.3 Leases. None

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 Five Hundred Dollars and 00/100 ($500.00) 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 Sellers 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 Forty-Three Thousand Dollars ($43,000.00) 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 II – CONDITIONS TO THE OBLIGATIONS OF PURCHASER

2.1 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.

2.2 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.

2.3 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 III – CLOSING

3.1 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 a time to be agreed upon on thirtieth (30th) day following the date that Purchaser gives Seller the Notice of Exercise (defined below). 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.

3.2 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") if any, 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 required 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 exclusive possession of the Property to Purchaser, subject only to Permitted Encumbrances;

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

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

3.3 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.

3.4 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.

ARTICLE IV – LOSS

4.1 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 V - RIGHT OF ENTRY

5.1 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.

5.2 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) Seller states that there are no Leases or tenancies affecting the Real Estate;

ARTICLE VI - REPRESENTATIONS AND WARRANTIES

6.1 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) Except as set forth on Schedule 7.1(c) attached hereto, 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 and Leases, 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.

6.2 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 VII – EXERCISE OF OPTION

7.1 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 9.02 on or before Noon, AUGUST 19, 2016 ("Option Period").

ARTICLE VIII – SELLER'S COVENANTS

8.1 Agreements. Seller covenants and agrees that: (a) Seller will not, without Purchaser's prior written consent, enter into any new lease or other understanding in any way affecting the Property;

8.2 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.

8.3 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.

ARTICLE IX – MISCELLANEOUS

9.1 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.

9.2 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: 20 W. COLUMBIA
SPRINGFIELD, OH. 45502

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.

9.3 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.

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

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

James Piraino
Licensed Real Estate Broker. State of Ohio

Donald D. Castle, Trustee

EXHIBIT A

Property

See attached Deed. BK:7513 PG: 1411.

200500010857
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
02-16-2005 At 11:34:05 am.
DEED 28.00
OR Book 7513 Page 1411 - 1412

BK: 7513 PG: 1411

GENERAL WARRANTY DEED

GRANTORS, **Dan E. Antenen**, married, and **Jay F. Antenen**, married, for valuable consideration paid, grant with general warranty covenants to GRANTEE, **Donald D. Castle, Trustee**, whose tax mailing address is 24 West Main, Springfield, Ohio 45502, the following described real estate, to-wit:

MC

TRACT I:

Entire Lots Numbered Three Thousand Eighty-Nine (3089) and Three Thousand Ninety (3090) as the same are known and designated upon the Revised List of Lots in the Fourth Ward, City of Hamilton, Butler County, Ohio, together with the vacated portion of the Eighth Street Alley adjacent thereto, and being subject to easements, conditions and restrictions of record.

Parcel Nos. P6441-046.000-019 and P6441-046.000-020

TRACT II:

All of Lot Numbered 3091, part of Lots Numbered 3092, 3165, 3166 and 3167 of the Revised List of Lots for the City of Hamilton, Butler County, Ohio, and a portion of vacated Eighth Street Alley, and more particularly described as follows: Beginning at the southwest corner of said Lot 3091; thence North along the east line of Seventh Street 40 feet; thence North 89° 18' East 176.75 feet; thence South 70 feet to the south line of Lot 3167; thence South 89° 18' West 32.16 feet to the centerline of vacated Eighth Street Alley; thence North 30 feet; thence South 89° 18' West 144.59 feet along the south line of Lot 3091 to the point of beginning and containing 8034.8 square feet. Subject to easements, conditions and restrictions of record.

Parcel Nos. P6441-046.000-018, P6441-046.000-047, P6441-046.000-048, P6441-046.000-049, P6441-046.000-050

TRANSFERRED
DATE
CONVEYANCE #
FEE $
EXEMPT
Kay Rogers, Butler Co. Auditor
This conveyance has been examined and the ...

TRACT III:

Entire Lot Numbered Three Thousand One Hundred Sixty-Eight (3168) as the same is known and designated on the Revised List of Lots for the City of Hamilton, Butler County, Ohio, SAVE AND EXCEPT the following: Being part of City of Hamilton Lot 3168 as listed in the Revised List of Lots for the City of Hamilton, and a portion of vacated Eighth Street, and more particularly described as follows: Beginning at the southeast corner of said Lot 3168; thence along the south line of said Lot South 89° 18' West 112.59 feet; thence North 40 feet to the north line of said lot; thence along said north line and extending to the centerline of vacated Eighth Street North 89° 18' East 142.59 feet; thence along said centerline South 40 feet; thence South 89° 18' West 30 feet to the point of beginning and containing 5703.6 square feet of land. A plat of this land is recorded in Volume 5 Page 120 of

the Butler County Engineer's Record of Lot Surveys. Together with the vacated portion of the Eighth Street Alley adjacent to this Tract III. Tract III is being conveyed subject to easements, conditions and restrictions of record.

Parcel No. P6441-046.000-042

Marilyn Antenen, wife of Dan E. Antenen; and Ann Antenen, wife of Jay F. Antenen, release all rights of dower therein.

Executed this 15th day of February, 2005.

Dan E. Antenen

Marilyn Antenen

Jay F. Antenen

Ann Antenen

STATE OF OHIO, BUTLER COUNTY, SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2005 by Dan E. Antenen and Marilyn Antenen, husband and wife; and Jay F. Antenen and Ann Antenen, husband and wife.

Notary Public

NOTARY PUBLIC STATE OF OHIO

JOHN J. RIESTER, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no Expiration Date
O.R.C. Section 147.03

This instrument prepared by:

MILLIKIN & FITTON LAW FIRM
A Legal Professional Association
Hamilton, Ohio S:\Real_Estate\Collins\Atty\JJR\Deeds\antenen castle.wpd

EXHIBIT B

Personal Property

None

Northeast Corner of Hanover and South 7th Street

Green Area

EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE AUTHORIZING AND RATIFYING THE PURCHASE OF THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF HANOVER AND SOUTH 7TH STREET, HAMILTON, OHIO 45011. (Owner, Donald D. Castle, Trustee).

WHEREAS, on May 19, 2016, Donald D. Castle, Trustee, the owner of the real estate located at the northeast corner of Hanover and South 7th Street (the "Property"), entered into an Option Agreement ("Agreement") for the purchase of the Property by the City of Hamilton for Forty Three Thousand Dollars ($43,000.00); and

WHEREAS, the Administration finds that it would be beneficial for Council to authorize and ratify the purchase of the Property for a total of Forty Three Thousand Dollars ($43,000.00); and

WHEREAS, the Property is located next to a City owned lot, Parcel Number P6441046000051, and purchase of this Property by the City would allow the City to control the entire block for future 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 future redevelopment of the currently vacant lots; and

WHEREAS, the subject matter herein constitutes an emergency measure for the reasons that (a) it provides for the immediate preservation of the public health, safety and welfare of the community by allowing the City to acquire this key piece of property and thereby controlling the entire block for future redevelopment; and (b) the terms of the Agreement require that the closing on the purchase of the property occur on September 8, 2016.

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.

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

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

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: General Property Tax Rates and Amounts for the Fiscal Year 2017

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☐ R *Realize new investments* ☐ A *Add new jobs* ☐ I *Increase property values* ☐ D *Decrease vacant structures* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Resolution*	1st Reading Date: 8/24/16 2nd Reading Date: 8/24/16 Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):* 8/10/16 Caucus Report	
Contract	☐ Contract Required	☐ Additional Document(s) Attached
Fiscal Impact	Budgeted: $ Expenditure: $ Source Funds:	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue
Does City Council wish to adopt legislation to authorize the General Property Tax Rate levies for the forthcoming tax year?

Policy Alternative(s)
Council may choose not to adopt such legislation to authorize the General Property Tax Rates for the forthcoming tax year.

Staff Recommendation
Staff recommends that Council receive this report and adopt the legislation to authorize the General Property Tax Rates for the forthcoming tax year.

Statutory/Policy Authority
- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton and Ohio Revised Code 5705.34.

Fiscal Impact Summary
The total levy will generate $2,840,000 from inside the 10 Mill and $2,190,000 from outside the 10 Mill limit for the City.

Background Information

Ohio Revised Code Section 5705.34 requires that each taxing district in the State of Ohio annually upon receipt of certified rates, adopt legislation on or before October 1st, authorizing the necessary tax levies for the forthcoming tax year. This legislation, after adoption, must be certified to the Butler County Auditor, Roger Reynolds.

The amounts and rates of the tax levies have been determined by the Budget Commission of Butler County, Ohio. Council's action, by legislation, is to formally approve the tax rates as established and certified to the City by the Butler County Budget Commission.

The tax rates which have been established for the City of Hamilton for the tax year 2016 collected in 2017 will consist of the following and as set forth in detail in Schedule A and Schedule B shown below:

- City of Hamilton General Property Tax Levy inside millage will remain the same. The inside millage will be 3.81 mills which is comprised of 3.21 mills going to the General Fund, .30 mills going to the Police pension, and .30 mills going to the Fire Pension.
- The outside millage for the Charter Amendment Fire Levy will remain at 1 mill as will the Police Levy of 2002 and the Fire Levy of 2002.
- The total General Property Tax Levy will remain at 6.81 mills.
- The total tax receipts based on the above millage will be:
    - $2,840,000.00 from inside the 10 mill limitation.
    - $2,190,000 from outside the 10 mill limitation

The rate of each tax necessary to be levied within and outside the ten (10) mill limitation is as follows:

SCHEDULE A
Summary of Amounts Required from General Property
Tax Approved by the Budget Commission, and
County Auditor's Estimated Tax Rates
For City of Hamilton

Fund	County Auditor's Estimate of Tax Rate to be Levied (mills) Inside	Amount Inside 10 Mill Limitation
General Fund	3.21	$2,240,000.00
Police Pension Fund	0.30	$220,000.00
Fire Pension Fund	0.30	$220,000.00
TOTAL:	3.81	$2,840,000.00

SCHEDULE B
Levies Outside 10 Mill Limitation
Exclusive of Debt Levies

Fund	Maximum Rate Authorized to be Levied (mills)	County Auditor's Estimate of Yield of Levy
Special Levy Fund: Charter Amendment (Fire) Levy authorized by voters in November 1953	1.00	$750,000.00
Special Levy Fund: Police Levy authorized by voters in November 2002	1.00	$750,000.00
Special Levy Fund: Fire/Paramedic Levy authorized by voters in November 2002	1.00	$750,000.00
TOTAL:	3.00	$2,190,000.00

Attached Information
N/A

Copies Provided to:
N/A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE NECESSARY TAX LEVIES FOR THE TAX YEAR 2016, COLLECTED IN 2017, AND CERTIFYING THEM TO THE AUDITOR OF BUTLER COUNTY, OHIO.

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

SECTION I: That the amounts and rates of taxation as determined by the certification of the Budget Commission of Butler County, Ohio, be and the same are hereby accepted.

SECTION II: That there be and is hereby levied on the tax duplicate of the City of Hamilton, Ohio, for the tax year 2016, collected in 2017, the rate of each tax necessary to be levied within and outside the ten (10) mill limitation as follows:

SCHEDULE A
Summary of Amounts Required from General Property Tax Approved by the Budget Commission, and County Auditor's Estimated Tax Rates For City of Hamilton

Fund	County Auditor's Estimate of Tax Rate to be Levied (mills) Inside	Amount Inside 10 Mill Limitation
General Fund	3.21	$2,400,000.00
Police Pension Fund	0.30	$220,000.00
Fire Pension Fund	0.30	$220,000.00
TOTAL:	3.81	$2,840,000.00

SCHEDULE B
Levies Outside 10 Mill Limitation Exclusive of Debt Levies

Fund	Maximum Rate Authorized to be Levied (mills)	County Auditor's Estimate of Yield of Levy
Special Levy Fund: Charter Amendment (Fire) Levy authorized by voters in November 1953	1.00	$750,000.00
Special Levy Fund: Police Levy authorized by voters in November 2002	1.00	$750,000.00
Special Levy Fund: Fire/Paramedic Levy authorized by voters in November 2002	1.00	$750,000.00
TOTAL:	3.00	$2,190,000.00

SECTION III: That the City of Hamilton, Ohio by adoption of this Resolution does so in order to comply with state law, but adoption of this Resolution shall not be understood as waiver of any right or privilege of the City nor does the City waive any of its rights or privileges relative to the subject matter of this Resolution.

SECTION IV: That the City Clerk be and is hereby directed to certify a copy of this Resolution to the Auditor of Butler County, Ohio.

Resolution No. _____ (cont'd)

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

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

_____
Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

CERTIFICATE

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

_____
Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

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: Resolution of Intent to Vacate a Portion of the Bender Avenue Alley, located in the Fifth Ward, City of Hamilton, Butler County, Ohio (Marcell's Inc., Applicant)

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	**Related Strategic Goal(s)** ☐ R *Realize new investments* ☐ A *Add new jobs* ☐ I *Increase property values* ☐ D *Decrease vacant structures* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Resolution*	☑ 1st Reading Date: 8/24/2016 ☐ 2nd Reading Date: ☐ Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	**City Council** *(or other):* City Council Caucus: 8/10/2016 Planning Commission: 8/1/2016	
Contract	☐ Contract Required	☑ Additional Document(s) Attached
Fiscal Impact	Budgeted: No General Fund: $200.00 Other Funds: $ 0.00	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

Policy Issue
Does City Council wish to approve a Resolution of Intent to Vacate a Portion of the Bender Avenue Alley, located in the Fifth Ward, City of Hamilton, Butler County, Ohio?

Policy Alternative(s)
Council may choose not to approve a Resolution of Intent to Vacate a Portion of the Bender Avenue Alley, located in the Fifth Ward, City of Hamilton, Butler County, Ohio.

Staff Recommendation
It is the recommendation of this office that Council receives this report, concurs in the Recommendation of the Planning Commission, and adopts a Resolution of Intent to Vacate a Portion of the Bender Avenue Alley, located in the Fifth Ward, City of Hamilton, Butler County, Ohio.

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

Fiscal Impact Summary

The City's current fiscal impact includes staff time allotted to preparation of the Resolution of Intent to Vacate a Portion of the Bender Avenue Alley, located in the Fifth Ward, City of Hamilton, Butler County, Ohio which is estimated at approximately $200.

Background Information

Mr. William Burchfield of Marcell's Inc. has submitted a request to vacate a portion of the Bender Avenue Alley that runs east/west between Harmon Avenue and Mosler Avenue. The portion proposed vacation is located in the block bounded by Mosler Avenue to west, Grand Boulevard to the south, Harmon Avenue to the east, and Bender Avenue to the north. The Burchfield family owns the three (3) properties that abut the subject alley. Marcell's Inc. (vehicle towing & impound lot) abuts the alleyway.

The subject alley is approximately 12 feet in width and 188 feet in length. There are no utilities located within alleyway. The proposed alley vacation has been reviewed and approved by all City of Hamilton Departments through Interdepartmental Review (review attached).

Property owners within 200 feet of the subject property were notified by mail of the public hearing before the City Planning Commission on August 1, 2016. There were no objections to the proposed alley vacation.

Recommendation:

The Planning Commission held a public hearing and reviewed the proposed alley vacation on August 1, 2016 and recommend approval by City Council.

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and directs the preparation of a Resolution of Intent to Vacate a portion of the Bender Avenue Alley, located in the Fifth Ward, City of Hamilton, Butler County, Ohio.

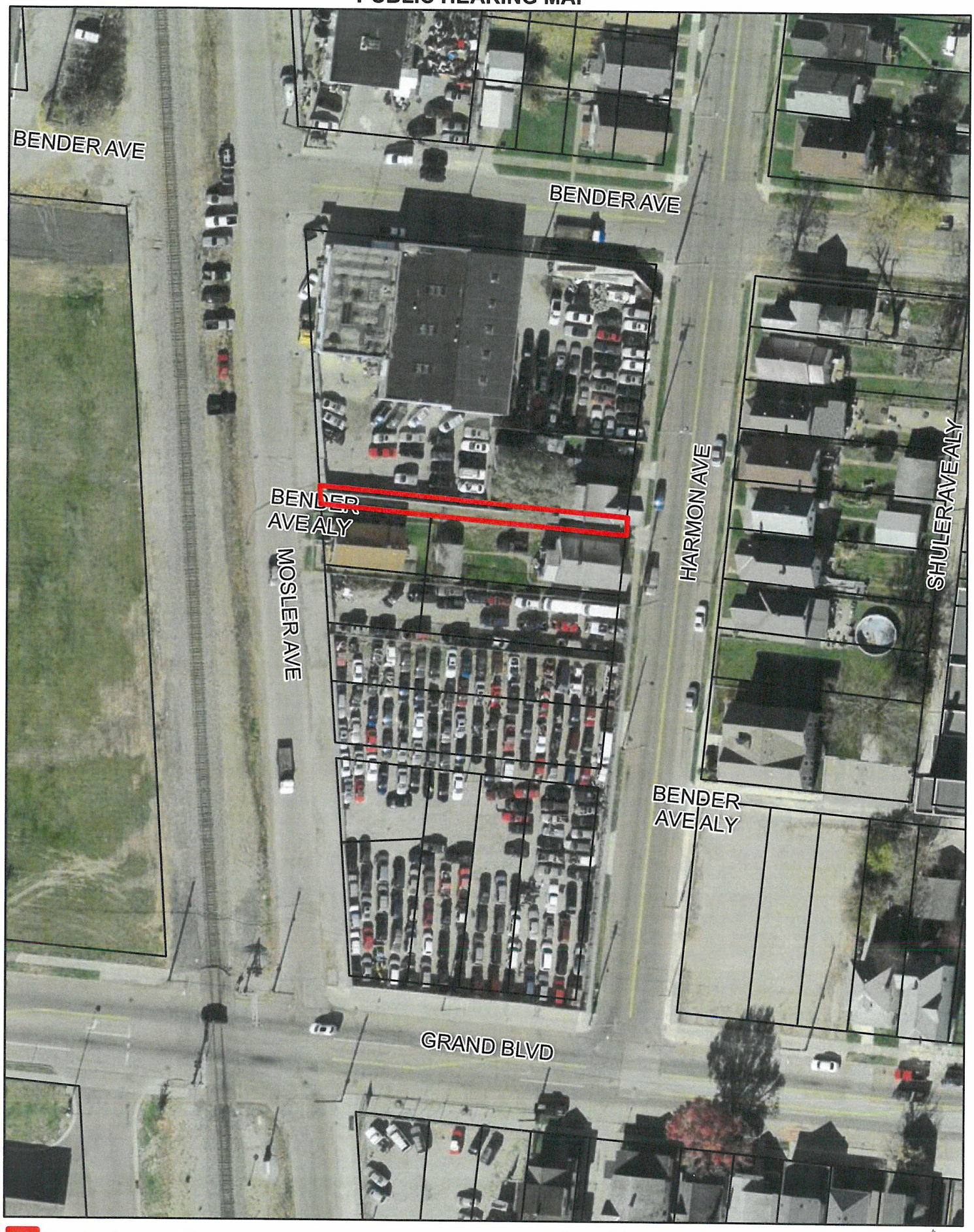
Attached Information

A. Public Hearing Notification Map
B. Petition for Vacation
C. City of Hamilton Interdepartmental Review

Copies Provided to:

William Burchfield, Marcell's Inc.

BENDER AVENUE ALLEY
PUBLIC HEARING MAP



Bender Avenue Alley

0 30 60 120 Feet

A162189
A 162191

Marcell's Inc.

Established in 1956

1627 Bender Avenue
Hamilton, Ohio 45011
Phone: 513) 867-8889
Fax: 513) 867-1024
Email: marcells_inc@yahoo.com

JUL 1 2016 PM 3:13

City of Hamilton
Community Development
345 High Street, Suite 370
Hamilton, Oh 45011

Date: June 24, 2016

Re: Alley Between 1300 Block of Mosler Avenue 1300 Block of Harmon Avenue

Dear Council Members:

Please be advised that this is a formal request to vacate the alley shown on the enclosed map. The alley abuts only land owned by Ruth Burchfield, William Burchfield, and Marcell's Inc. The Burchfield family owns and operates Marcell's Inc. The alley is used almost exclusively by the employees of Marcell's Inc., and it is the intent of Marcell's Inc. to redevelop the surrounding property to improve its business and appearance, which would require the use of the alley.

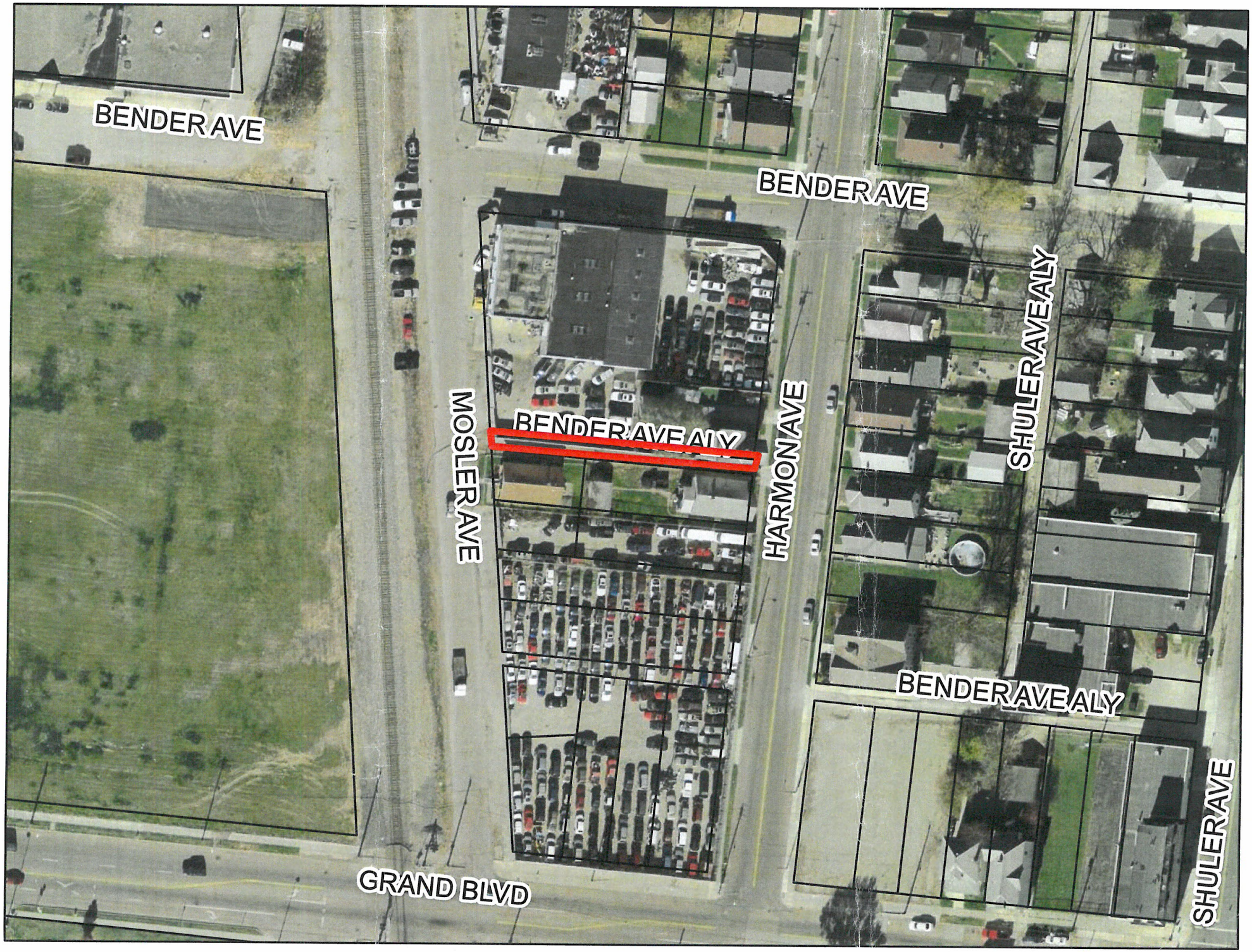
A check for $50.00 is enclosed to cover the required filing fee. Please let me know if there is any additional information required.

Sincerely,

William Burchfield, President
Marcell's Inc.

Enclosures: Map of 1300 Block Mosler Avenue and 1300 Block Harmon Avenue
Check/Filing Fee

City of Hamilton
Date: 7/5/2016 Office: CNST
Acct: 276203 Cashier: Consys
Name:
Receipt # 00940924 7/5/2016 10:51 AM
Payment Total: $50.00
Check Tendered: $50.00


BENDER AVE
BENDER AVE
BENDER AVE ALY
MOSLER AVE
HARMON AVE
SHULER AVE ALY
BENDER AVE ALY
SHULER AVE
GRAND BLVD

COMMUNITY DEVELOPMENT DEPARTMENT
CONSTRUCTION SERVICES DIVSION
INTER-DEPARTMENTAL PLAN REVIEW RECORD

Date Plans Submitted: **07/05/2016**

Date Plans Reviewed: **07/21/2016**

Project Address: **1627 BENDER AVE**

Ph: **(513) 867-8889**

Project / Owner Name: **1300 BLOCK MOSLER/HARMON AVENUE**

Applicant: **BILL BURCHFIELD**

FX:

Project Description: **ALLEY VACATION**

Application #:**A162189**
Plan Review #: **A162191**
Review # 1

Department	Date to	No Object	Object	Date from	Remarks
Zoning / Planning John Creech 785-7355	7/5/2016		JMC	7/21/2016	
	REQUIRES APPROVAL BY CITY COUNCIL PURSUANT TO ORD. 167.07				
Fire Ken Runyan 785-7506	7/5/2016	KLR		7/13/2016	
Electric Craig Marcum 785-7240	7/5/2016	CDM/JM		7/6/2016	
Utilites Gas/Wtr/Se Joy Rodenburgh 785-7283	7/5/2016	JFR/DJF		7/7/2016	
	NO OBJECTIONS				
Public Works Rich Engle 785-7273	7/5/2016	RAE		7/5/2016	
Envir. Services Darla Bokeno 785-7211	7/5/2016	DSB		7/8/2016	

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**

RESOLUTION NO. _____

A RESOLUTION DECLARING THE INTENTION TO VACATE A PORTION OF THE BENDER AVENUE ALLEY RIGHT OF WAY, LOCATED IN THE FIFTH WARD OF THE CITY OF HAMILTON, BUTLER COUNTY, OHIO. (Marcell's Inc., Applicant)

WHEREAS, the City of Hamilton has received a written petition to vacate a portion of the Bender Avenue Alley Right of Way, situated in the Fifth Ward of the City of Hamilton, Butler County, Ohio; and

WHEREAS, the Burchfield family, owners of Marcell's Inc, owns the three (3) properties that abut the subject alley; and

WHEREAS, said portion of the Bender Avenue Alley Right of Way proposed for vacation is approximately twelve (12') feet in width and one-hundred and eight-eight (188') feet in length and runs east-west between Mosler Avenue and Harmon Avenue; and

WHEREAS, the subject Bender Avenue Alley Right of Way is not paved and there are no underground or overhead public utilities located within the subject Right of Way; and

WHEREAS, the request for said Bender Avenue Alley Right of Way vacation was reviewed by all City of Hamilton departments through Interdepartmental Review and was approved; and

WHEREAS, all of the owners of property located within 200 feet of the area in question were notified of a public hearing on said request to be held at the Hamilton Planning Commission meeting of August 1, 2016, and there were no objections expressed to the proposed Bender Avenue Alley Right of Way vacation; and

WHEREAS, the Hamilton Planning Commission considered the foregoing vacation request and did recommend that the above described Bender Avenue Alley Right of Way be vacated; and

WHEREAS, the City Manager joins in that recommendation.

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

SECTION I: That Council does hereby declare its intention to vacate a portion of the Bender Avenue Alley Right of Way, approximately twelve (12') feet in width and one-hundred and eighty-eight (188') feet in length that runs east-west between Mosler Avenue and Harmon Avenue, between City Lot Nos. 22803 and 22804, situated in the Fifth Ward of the City of Hamilton, Butler County, Ohio, as documented and designated on Exhibit No. 1 attached hereto, incorporated herein by reference and made a part hereof, heretofore approved by the Planning Commission of the City of Hamilton, Ohio.

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

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

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

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

Resolution No. _____ (cont'd)

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

_____
Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Resolution No. _____ (cont'd)

BENDER AVENUE ALLEY
PUBLIC HEARING MAP

City of Hamilton
BUTLER COUNTY OHIO

Staff Report
August 24, 2016

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: Report regarding a resolution of Intent to Vacate a Portion of the Main Street Alley, located in the First Ward South Side, City of Hamilton, Butler County, Ohio (City of Hamilton, Applicant).

Approvals/Reviews *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*	☑ Department Head ☑ Finance Department ☑ Director of Law ☑ Office of the City Manager	Related Strategic Goal(s) ☐ I *Increase property values* ☐ D *Decrease vacant structures* ☐ A *Add new jobs* ☑ R *Realize new investments* ☐ G *Generate recreational investments* ☐ E *Engage citizens in activities* ☑ O *General operations*
Ordinance or Resolution *Resolution*	☑ 1st Reading Date: 8-24-16 ☐ 2nd Reading Date: ☐ Public Hearing Date:	
Prior Action/Review *Please note if this item was discussed on a prior Council or other agenda*	City Council *(or other):* Planning Commission: 11-02-15 1-27-16 City Council Agenda (Tabled)	
Contract	☐ Contract Required	☑ Additional Document(s) Attached
Fiscal Impact	Budgeted: No General Fund: $200.00 Other Funds: $ 0.00	*Please see further, more detailed information regarding the fiscal impact in the summary section of this report*

POLICY ISSUE

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

POLICY ALTERNATIVE(S)

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

STAFF RECOMMENDATION

It is the recommendation of this office that Council receives this report, concurs in the Recommendation of the Planning Commission, and adopts the necessary legislation to Vacate a Portion of the Main Street Alley, located in the First Ward South Side, City of Hamilton, Butler County, Ohio.

STATUTORY/POLICY AUTHORITY

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

FISCAL IMPACT SUMMARY

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

BACKGROUND INFORMATION

INTRODUCTION

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

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

Public Hearing notices of the Planning Commission meeting were mailed to all adjacent property owners within 200 feet of the right-of-way subject to vacation. The Planning Commission held a public hearing, reviewed and approved the proposed partial alley vacation subject to conditions.

This resolution was tabled at the January 27, 2016 City Council Meeting at the request of the City Manager. The motion passed by a vote of 6-0-1 in favor of tabling the topic for a later date. Now at the request of the City Manager this resolution has been placed back on the August 24, 2016 City Council Agenda.

RECOMMENDATION

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

1. That the City Council waive its right to a hearing before the Board of Revisions and Assessments because the petition for vacation has been submitted by the City of Hamilton; and,

2. That City Council waive the requirement for an Appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton; and,

3. The City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton; and,

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

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

ATTACHED INFORMATION

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

COPIES PROVIDED TO:

- Rich Engle, Public Works Director

Founded 1791

Department of Public Works
Office of the Director

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

October 5, 2015

Honorable Mayor Moeller and Members of City Council
City of Hamilton

RE: Vacation of a portion of Main Street Alley

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

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

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

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

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

Respectfully submitted,

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

Printed on Recycled Paper

City of Hamilton, Ohio

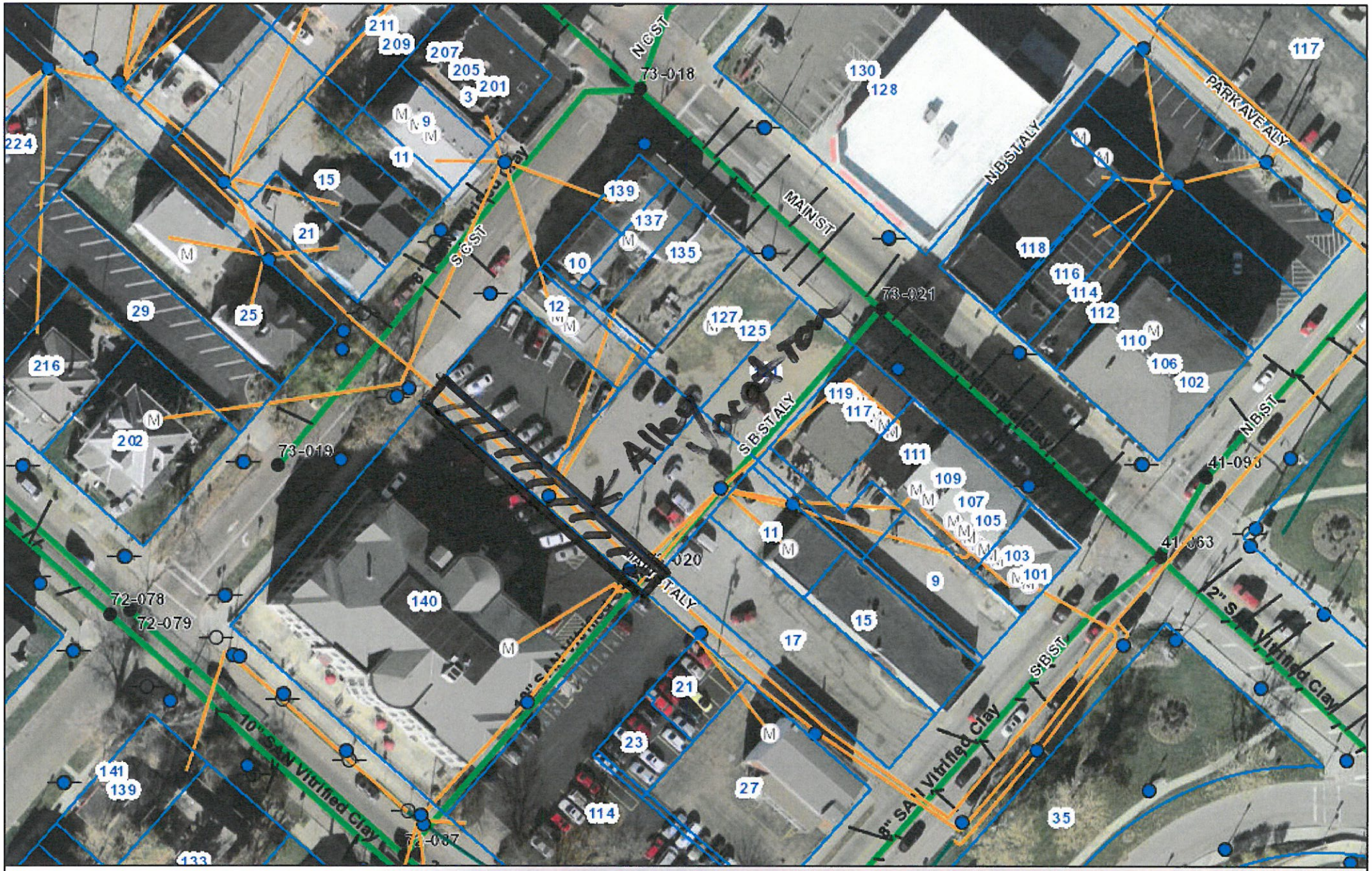
City of Hamilton, Ohio

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

N
W E
S

Date: 10/8/2015

1 inch = 94 feet



City of Hamilton, Ohio

City of Hamilton, Ohio

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

N
W E
S

Date: 10/8/2015

1 inch = 94 feet

RESOLUTION NO. _____

A RESOLUTION DECLARING THE INTENTION TO VACATE A PORTION OF THE MAIN STREET ALLEY RIGHT OF WAY, LOCATED IN THE FIRST WARD SOUTH SIDE OF THE CITY OF HAMILTON, BUTLER COUNTY, OHIO. (City of Hamilton, Applicant).

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

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

WHEREAS, the subject portion of the Main Street Alley Right of Way has a number of public utilities that run within the subject right of way proposed for vacation; and

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

WHEREAS, all of the owners of property located within 200 feet of the area in question were notified of a public hearing on said request to be held at the Hamilton Planning Commission meeting of November 2, 2015; and

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

1. That the City Council waive its right to a hearing before the Board of Revisions and Assessments because the petition for vacation has been submitted by the City of Hamilton; and,

2. That City Council waive the requirement for an Appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton; and,

3. The City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton; and,

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

WHEREAS, the City Manager joins in that recommendation.

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

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

1. That the City Council waive its right to a hearing before the Board of Revisions and Assessments because the petition for vacation has been submitted by the City of Hamilton; and,

2. That City Council waive the requirement for an Appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton; and,

3. That City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton; and,

4. That a sixteen and one-half (16.5') feet wide utility easement be maintained over the entire portion of the vacated alley.

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

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

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

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

PASSED: _____ _____
Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

_____
Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Resolution No. _____ (cont'd)
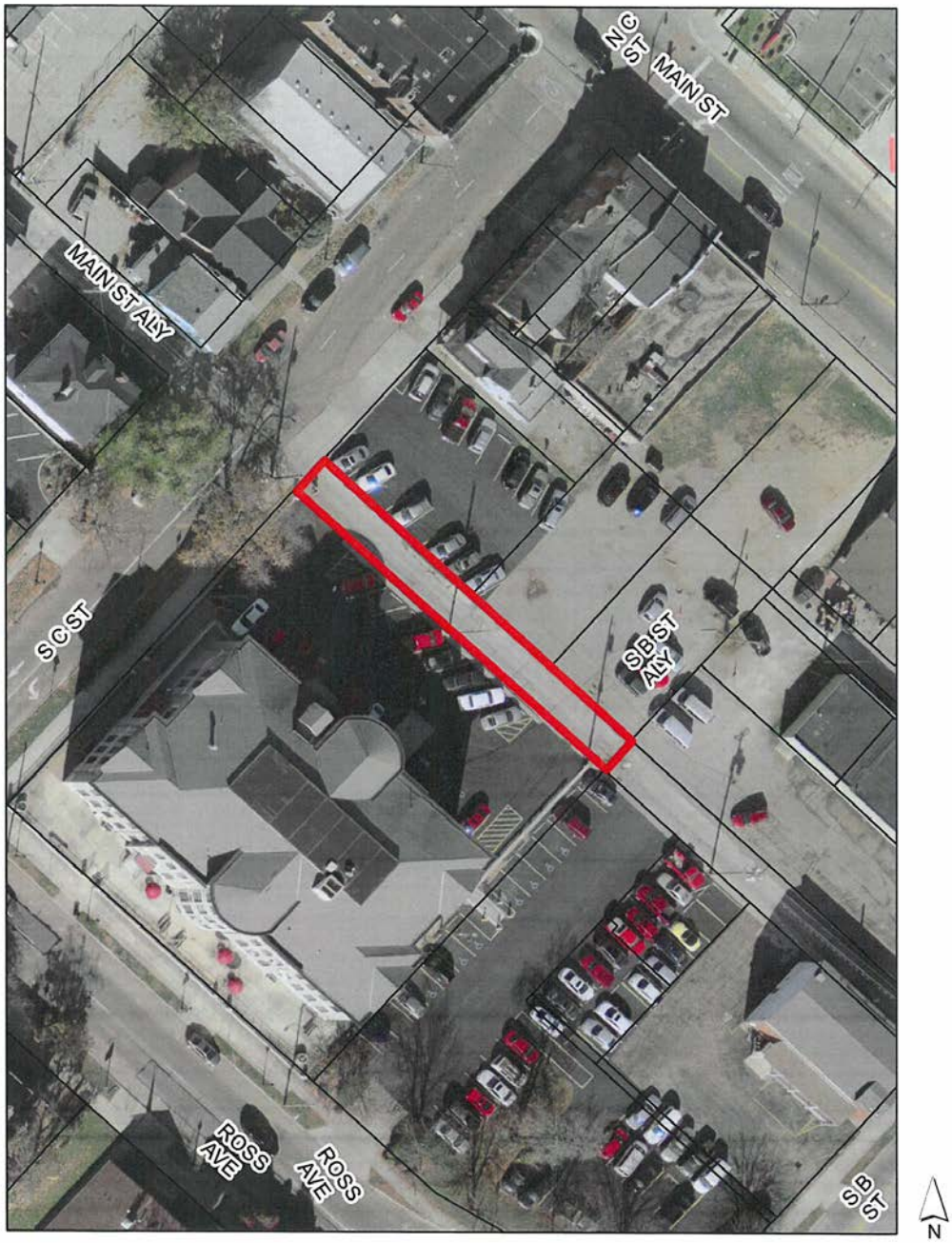
Exhibit No. 1