



**Pat Moeller**

Mayor

**Carla Fiehrer**

Vice Mayor

**Matthew Von Stein**

Council Member

**Kathleen Klink**

Council Member

**Rob Wile**

Council Member

**Robert Brown**

Council Member

**Timothy Naab**

Council Member

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**1 Public Hearing**

**Call to Order**

**Offering of Prayer** – Council Member Robert Brown

**Pledge of Allegiance**

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

1. YWCA Women of Achievement Recognition
2. YWCA A Week Without Violence Presentation
3. Butler Tech School of the Arts Hamilton Remix Presentations

**Audience of Citizens**

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

**Consent Agenda**

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

- Approval of Minutes
- All Staff Reports
- Receive and File
- Committee of the Whole Report (Includes all Caucus Reports)

**Caucus Agenda October 12, 2016**

1. [Recommendation Relative to the Sale of Road Salt to the Hamilton City School District.](#)
2. [Recommendation Relative to Amending Schedule "A" to add additional classifications of Human Resources Generalist and Assistant Law Director – Labor and Employment Counsel.](#)

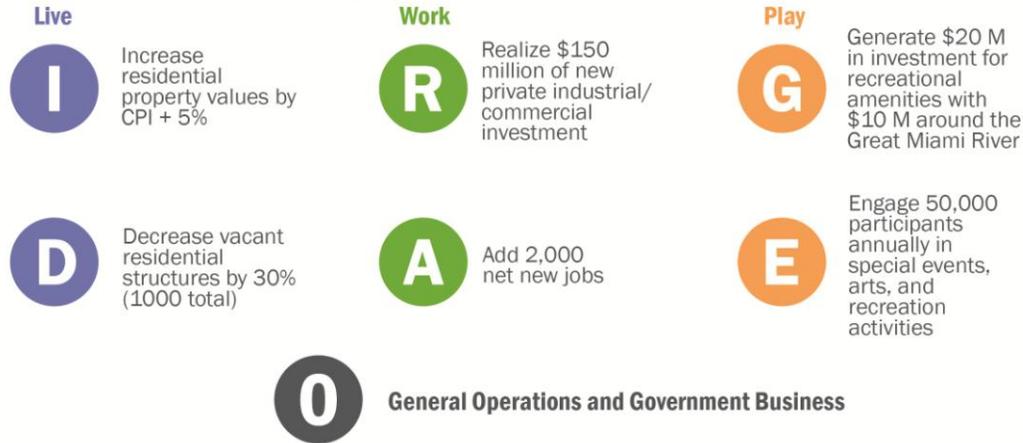
**Public Hearing**

4. [A public hearing regarding a request to Rezone 759 Park Avenue \(City Lot No. 6531\), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District.](#)





These icons illustrate which strategic goals Council Actions align to



**Council Actions Pertaining to Legislative Items:**

**New Legislation:**

5. [An ordinance amending Zoning Ordinance No. 7503 by changing the zoning of the property located at 759 Park Avenue \(City Lot No. 6531\), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District. \(Laming Properties, Applicant/Owner\). \(First Reading\).](#) **O**
6. [An ordinance amending and supplementing 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 new classification of Customer Service Superintendent. \(First Reading\).](#) **O**
7. [An ordinance authorizing and ratifying the purchase of 21 South C Street, Hamilton, OH 45013. \(Vintage Homes of Ohio, LTD, Owner\). \(First Reading\).](#) **I O**
8. [An ordinance accepting, appropriating and budgeting up to \\$1,547,995 for Fiscal Year 2016-2017 Community Development Block Grant \(CDBG\) Program Funds. \(Two Readings\).](#) **R A I D**
9. [An ordinance accepting, appropriating and budgeting up to \\$424,166.40 for Fiscal Year 2016-2017 Home Investment Partnership \(HOME\) Program Funds. \(Two Readings\).](#) **R I D**
10. [A resolution amending the City’s Public Records Release Policy, adopted pursuant to Resolution No. R2014-6-70, adopted June 25, 2014.](#) **O**

**Audience of the City Manager**

**Audience of City Council**

**Executive Session**

**Adjournment**

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



**City Council Meeting Caucus Report**

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

**RE:** Sale of Road Salt to the Hamilton City School District

Dear Mayor and Members of Council:

The Hamilton City School District approached the Public Works Department with a request to purchase road salt from the City of Hamilton for the 2016-2017 season. The School District's storage facility will not be available due to anticipated construction.

Per City Ordinance 173.06(b), Disposition of Surplus Property, if the City Manager decides to sell or trade property to another governmental agency, he shall prepare a report to Council asking for approval. Such sale or trade may or may not be approved by Council.

The Hamilton City School District is requesting the ability to purchase salt on an as-needed basis. The fair market price would be determined based on the City's purchase cost. Participating in such a sale would be considered a regional government success.

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

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith  
 City Manager

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

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



## City Council Meeting Caucus Report

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

**RE:** Amending Schedule A to add additional classifications of Human Resources Generalist and Assistant Law Director – Labor and Employment Counsel

<input checked="" type="checkbox"/>	1 <sup>st</sup> Reading Date: 10-26-16
<input checked="" type="checkbox"/>	2 <sup>nd</sup> Reading Date: 11-09-16
<input type="checkbox"/>	Public Hearing Date:

Dear Mayor and Members of Council:

The Department of Human Resources was established at the beginning of 2016 to address ongoing administrative issues relative to employee and labor relations within the City of Hamilton. When first established, the Department utilized employees in existing classifications. The current classification descriptions for these employees do not accurately reflect the job responsibilities that these employees perform on a daily basis. For that reason, the Director of Human Resources recommends establishing new classifications to more accurately reflect the duties performed by these employees. Doing so will require the amendment of Schedule A of the City's Classification and Compensation ordinance.

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

Sincerely,

Joshua A. Smith  
City Manager

Caucus Report Prepared By:

Timothy Werdmann  
Director of Human Resources



**Choose Strategic Goal(s)**

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



## City Council Meeting Staff Report

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

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

**Agenda Item:** Request to Rezone 759 Park Avenue (City Lot No. 6531), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District (Laming Properties, Applicant/Owner).

<b>Approvals/Reviews</b> <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<b>Related Strategic Goal(s)</b>
<b>Ordinance or Resolution</b> <i>Ordinance</i>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 10-12-2016 <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading Date: 10-26-2016 <input checked="" type="checkbox"/> Public Hearing Date: 10-12-2016	<input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i>	<b>City Council (or other):</b> Planning Commission: 09-06-2016	
<b>Contract</b>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<b>Fiscal Impact</b>	Budgeted: No General Fund: \$200.00 Other Funds: \$ 0.00	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

### Policy Issue

Does City Council wish to approve the rezoning of 759 Park Avenue from R-1 Single Family Residence District to R-2A Two Family Residence District?

### Policy Alternative(s)

Council may choose to not approve the rezoning of 759 Park Avenue from R-1 Single Family Residence District to R-2A Two Family Residence District.

### Staff Recommendation

It is the recommendation of this office that Council receives this report, concurs in the Recommendation of the Planning Commission, and adopts the necessary legislation to approve rezoning of 759 Park Avenue from R-1 Single Family Residence District to R-2A Two Family Residence District.



## **Statutory/Policy Authority**

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

## **Fiscal Impact Summary**

The City's current fiscal impact includes any staff time allotted to the request to rezone the property located at 759 Park Avenue from R-1 Single Family Residence District to R-2A Two Family Residence District estimated at approximately \$200.00.

## **INTRODUCTION**

Laming Properties has submitted an application for the rezoning of 759 Park Avenue (City Lot No. 6531). The property is currently zoned R-1 Single Family Residence District. The applicant is proposing a zoning change from R-1 Single Family Residence District to R-2A Two Family Residence District. The property is currently being used as a two-family residence (see attached photographs). According to Butler County Auditor records the house was built in 1925. According to the Applicant, the reason for the rezoning request is to make the existing two-family dwelling a permitted use. Currently, the two-family dwelling is a non-conforming (grandfathered) land use in the R-1 zoning district and allowed to continue as long as it remains and the use does not cease for more than six (6) months, per Section 1109.33 of the Hamilton Zoning ordinance. A two-family dwelling is not permitted in the R-1 Single Family Residence District but is a permitted use in R-2A Two Family Residence District

## **PLAN/PROPOSAL ANALYSIS**

There is one (1) parcel associated with this request. The property is currently zoned R-1 Single Family Residence District. If the current structure were destroyed the rebuilding the same structure in the current R-1 zoning classification would not be permitted. Section 1109.42 of the Hamilton Zoning Ordinance states that "Should such structure be destroyed by any means to an extent of more than fifty (50) percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Ordinance." The Planning Commission held a public hearing and reviewed the rezoning application on September 6, 2016 and recommend approval of the rezoning.

The property located at 759 Park Avenue is currently zoned R-1 Single Family Residence District. The area surrounding 759 Park Avenue is currently a mix of R-1 Single Family zoning and R-3 One to Four Family Residence. The existing property has a total of approximately 50 feet of frontage along Park Avenue. There is one (1) parcel associated with this request.

## **PUBLIC NOTIFICATION**

A total of one-hundred and eighteen (118) public hearing notices were mailed to property owners within 500 feet of the subject property. There were no objections expressed to the proposed rezoning request.

## **RECOMMENDATION**

The Planning Commission held a public hearing and reviewed the proposed rezoning of the property located at 759 Park Avenue on September 6, 2016. After consideration, the Planning Commission approved the request to rezone the subject property and recommend approval by City Council.

It is the recommendation of this office that Council receives this report, concurs in the recommendation of the Planning Commission, and directs the preparation of the necessary legislation to rezone 759 Park Avenue (City Lot No. 6531), located in the City of Hamilton, First Ward North Side, from R-1 Single Family Residential District to R-2A Two Family Residence District (Laming Properties, Applicants).



**Attached Information**

1. Public Hearing Notification Map
2. Area Zoning Map
3. Photographs of Property



759 PARK AVE.  
PUBLIC HEARING MAP



 759 Park Avenue

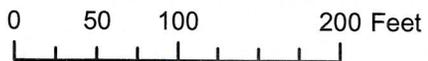
0 35 70 140 Feet



759 PARK AVE.  
PUBLIC HEARING MAP



 759 Park Avenue



**759 Park Avenue Rezoning Request  
Photographs of the Subject Property**



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

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7503 BY CHANGING THE ZONING OF THE PROPERTY LOCATED AT 759 PARK AVENUE (CITY LOT NO. 6531), LOCATED IN THE CITY OF HAMILTON, FIRST WARD NORTH SIDE, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2A TWO-FAMILY RESIDENCE DISTRICT (Laming Properties, Applicant/Owner).**

WHEREAS, the Administration of the City of Hamilton, Ohio, has received request from Laming Properties, for the property located at 759 Park Avenue (City Lot No. 6531) for a change in the zoning designation for said property, located in the First Ward North Side, from "R-1" Single-Family Residence District to "R-2A" Two-Family Residence District; and

WHEREAS, Laming Properties has proposed the rezoning from "R-1" to "R-2A" in order to make the existing two-family dwelling a permitted use, and

WHEREAS, the City Planning Commission held a public hearing and reviewed the rezoning request at their September 6, 2016 meeting and property owners within 500 feet of the subject property were notified by mail of the public hearing before the City Planning Commission; and

WHEREAS, after holding a public hearing and reviewing the rezoning request, the City Planning Commission approved the request to rezone the subject property located 759 Park Avenue (City Lot No. 6531) from "R-1" to "R-2A"; and

WHEREAS, the City Planning Commission reviewed the proposed rezoning on September 6, 2016 and after holding a public hearing and consideration, the Planning Commission approved the rezoning request and recommends that City Council approve the request to rezone the property located at 759 Park Avenue (City Lot No. 6531), located in the First Ward North Side, City of Hamilton, Butler County, Ohio.

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

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

- (1) property located at 759 Park Avenue (City Lot No. 6531), located in the First Ward North Side, City of Hamilton, Butler County, Ohio

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

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

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

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

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

City Clerk

\_\_\_\_\_  
Mayor

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

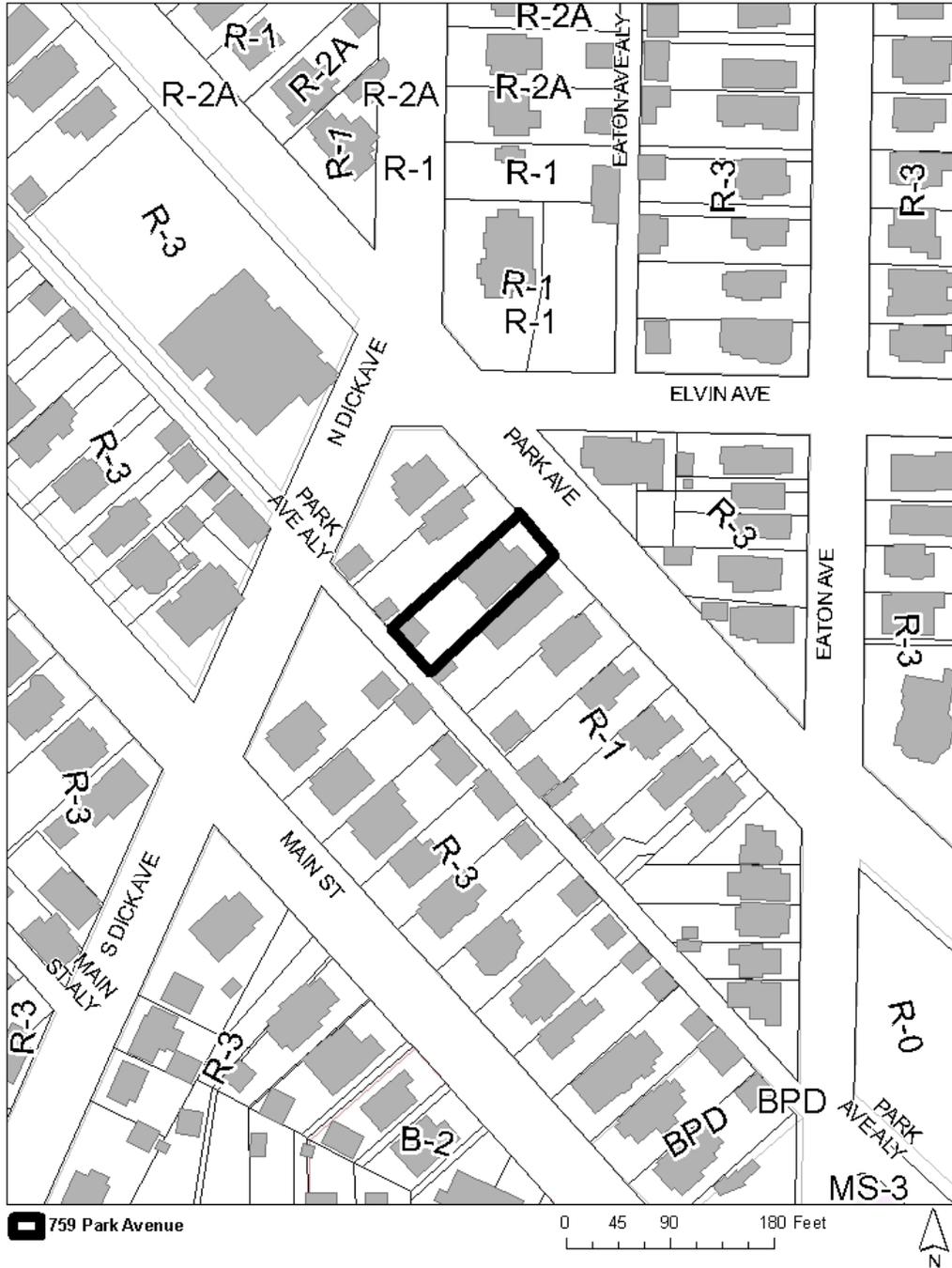
**CERTIFICATE**

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

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

**EXHIBIT NO. 1**

**759 Park Avenue  
PUBLIC HEARING MAP**



## City Council Meeting Staff Report

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

**Report From:** Kevin Maynard, Director of Public Utilities

**Agenda Item:** Report regarding an ordinance amending Schedule “A” to add the new classification of Customer Service Superintendent

<p><b>Approvals/Reviews</b> <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p><b>Related Strategic Goal(s)</b></p> <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Ordinance</i></p>	<p>1<sup>st</sup> Reading Date: 10-12-16            2<sup>nd</sup> Reading Date: 10-26-16            Public Hearing Date:</p>	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council (or other):</b></p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p><b>Fiscal Impact</b></p>	<p>Budgeted: 2016            Expenditure: See Summary Below            Source Funds: Electric Fund 50%;            Natural Gas Fund 30%, Water Fund 10%;            Wastewater Fund 10%</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

**Policy Issue**

Does City Council wish to adopt legislation to amend and supplement Schedule A of the City’s Classification and Compensation Plan to establish the new classification of Customer Service Superintendent?

**Policy Alternative(s)**

Council may choose not to adopt such legislation to amend and supplement Schedule “A” of the City’s Classification and compensation plan.

**Staff Recommendation**

Staff recommends that Council receive this report and adopt the necessary legislation to adopt an ordinance to amend and supplement existing Schedule “A” of the City’s Classification and Compensation Plan as set forth in Emergency Ordinance No. EOR2016-1-14, adopted January 13, 2016, by adding thereto the new classification of Customer Service Superintendent.

**Statutory/Policy Authority**

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



## **Fiscal Impact Summary**

N/A

## **Background Information**

As part of the 2015 Utility reorganization plan approved by City manager Joshua Smith, Ms. Darla Bokeno has assumed the responsibility of overseeing and directing Customer Service Staff. Attached is a position description for this function for council consideration. On December 3, 2015, Ms. Bokeno was recommended and approved by the Civil Service Commission to be promoted from her then present classification of Administrative Specialist III to that of Administrative Specialist IV to reflect the additional responsibilities she has assumed. The proposed position of Customer Service Superintendent, described below, has a recommended pay range equal to the Administrative Specialist IV position.

The Customer Service Superintendent position will include the following responsibilities:

1. Supervises and coordinates Customer Service staff in timely, accurate collection of utility bills
2. Prepares customer service statistics and billing and collection reporting
3. Develops programs to monitor accurate and timely utility billing and collection
4. Prepares reports to monitor accurate metering and billing of key accounts
5. Oversees billing system implementation of rate changes and monitors for accuracy

## **Attached Information**

- Classification Description

## **Copies Provided to:**

N/A



<b>CLASS TITLE</b>	<b>CUSTOMER SERVICE SUPERINTENDENT</b>
<b>CLASS CODE NUMBER</b>	<b>2092</b>
<b>ADMINISTRATIVE SERVICE CATEGORY</b>	<b>Classified Service</b>
<b>ADOPTED</b>	
<b>REVISED</b>	
<b>PROBATIONARY PERIOD</b>	<b>One (1) Year</b>

### **GENERAL DESCRIPTION OF DUTIES**

This is difficult professional and administrative work responsible for overseeing establishing and billing municipal utility (electric, gas and water, wastewater) accounts, account customer service, collection of utility and refuse accounts from customers and auditing billing and account data. Work is performed under the general supervision of the Utility Business Manager but considerable leeway is granted for the exercise of independent judgment. Supervision is exercised over the work of the Customer Service Administrator and assigned technical and clerical personnel.

### **ESSENTIAL JOB FUNCTIONS**

- Plans, organizes, directs and supervises the operations and activities of utility customer service staff;
- Supervises, oversees and coordinates personnel in timely, accurate collection of utility bills, special holds, letters of credit, disconnects for nonpayment, delinquent accounts and related activities;
- Assigns work activities to achieve productivity and efficiency;
- Evaluates equipment or personnel needs and drafts recommendations;
- Receives and responds to customer service inquires and complaints;
- Reviews and recommends updates to procedures and standards for the work of the division, develops and maintains policy and procedure manuals;
- Initiates requisitions for materials and supplies and approves payments;
- Prepares customer service statistics and billing and collection reporting;
- Oversees billing system implementation of rate changes and monitors for accuracy;
- Develops programs to monitor accurate and timely utility billing and collection;
- Prepares reports to monitor accurate metering and billing of key accounts;
- Maintains liaison with other departments and coordinates relevant policies;
- Makes recommendations for both short and long term planning, implementing plans when approved;
- Monitors and evaluates current program effectiveness and initiates changes as needed;
- Interacts with outside agencies to coordinate programs and policies, administer City's collection and disconnect policies, provide data and/or assistance and achieve mutual goals;
- Prepares division budget and monitors expenditures;
- Performs related work as required.

### **SKILLS/KNOWLEDGES/ABILITIES**

- Thorough knowledge of utility billing, meter reading, credit and collections and customer service principles and practices;
- Thorough knowledge of modern office management practices and procedures and of

computerized billing procedures;

## **2090**

- Good knowledge of generally accepted accounting principles as applied to revenue accounting and credit and collection activities;
- Good knowledge of computer spreadsheet, word processing, database, email and utility billing applications, preferably those currently in use by the department;;
- Good knowledge of the methods, principles and practices of electronic data processing equipment and programs;
- Skill in tactfully dealing with difficult customer service situations;
- Ability to accurately maintain varied and complex records and filing systems;
- Ability to prepare complex statistical reports;
- Ability to perform work with speed, accuracy and attention to detail;
- Ability to make decisions in accordance with established policies and procedures;
- Ability to independently solve problems within assigned areas of responsibility;
- Ability to organize, prioritize, motivate, supervise and evaluate the work of others;
- Ability to establish and maintain effective working relationships with other City employees, Department Heads, Division Heads, other supervisory personnel, banks, credit bureaus, social service agencies and the general public;
- Ability to communicate well with others, both orally and in writing;
- Ability to handle confidential employee and administrative information with tact and discretion;
- Effective working knowledge of financial internal control procedures.

### **TRAINING/EDUCATION/QUALIFICATIONS**

- Graduation from a college or university of recognized standing with a Bachelor's Degree in Business Administration, Accounting or a related field preferred; and
- Considerable progressively responsible experience in credit and collections, customer service, utility billing, and data processing systems including some supervisory experience; or
- Any equivalent combination of experience and training which provides the necessary knowledge, skills and abilities to perform the work.

### **ESSENTIAL SPECIAL REQUIREMENTS**

- Ability to be bonded.

### **ESSENTIAL PHYSICAL ABILITIES**

- Clarity of speech and hearing which permits the employee to communicate well with other City Department and Division Heads, banks, credit bureaus, social service agencies, employees and the general public;
- Sufficient vision, with or without correction, which permits the employee to produce and review a wide variety of reports and related materials;
- Sufficient manual dexterity which permits the employee to operate a keyboard and produce hand-written materials and notations;
- Sufficient personal mobility which permits the employee to visit and inspect other City and field work locations.

. . . END . . .

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING 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 NEW CLASSIFICATION OF CUSTOMER SERVICE SUPERINTENDENT.**

WHEREAS, the Administration of the City of Hamilton, Ohio recommends that the new classification of Customer Service Superintendent be added to Schedule "A" of the City's Classification and Compensation Plan; and

WHEREAS, this position will report directly to the Utility Business Manager overseeing and coordinating customer service personnel in timely and accurate collection of utility bills; and

WHEREAS, to accomplish the aforesaid it is necessary to amend and supplement existing Schedule "A" of the City's Classification and Compensation Plan; and

WHEREAS, this Council desires that said amendment be made.

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

SECTION I: That Schedule "A" of the City's Classification and Compensation Plan be and is hereby amended and supplemented to add the new classification of Customer Service Superintendent as set forth in detail below.

<u>Class Code</u>	<u>Title</u>	<u>Pay Range</u>	<u>Annual Salary Minimum – Maximum</u>
2092	Customer Service Superintendent	51	\$68,162– \$87,422

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

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

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

\_\_\_\_\_  
Mayor

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

City Clerk

**CERTIFICATE**

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

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

## City Council Meeting Staff Report

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

**Report From:** Joshua A. Smith, City Manager

**Agenda Item:** A report regarding an ordinance authorizing and ratifying the purchase of 21 South C Street, Hamilton, OH 45013

<p><b>Approvals/Reviews</b> <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p><b>Related Strategic Goal(s)</b></p> <input checked="" type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Ordinance</i></p>	<input type="checkbox"/> 1 <sup>st</sup> Reading Date: 10/12/16 <input type="checkbox"/> 2 <sup>nd</sup> Reading Date: 10/26/16 <input type="checkbox"/> Public Hearing Date:	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council</b> (or other):</p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p><b>Fiscal Impact</b></p>	Budgeted: Yes Expenditure: \$43,700 Source Funds: Hamilton Capital Improvement & Debt Service Fund (215)	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

**Policy Issue**

Does City Council wish to adopt legislation to authorize and ratify the purchase of 21 South C Street, Hamilton, Ohio 45013?

**Policy Alternative(s)**

Council may choose not to adopt such legislation to purchase the property at 21 South C 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 21 South C 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 21 South C Street for \$43,700 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 21 South C Street, Parcel P6412102000032 which is currently owned by Vintage Homes. Vintage Homes is owned by Steve Packo.

**Attached Information**

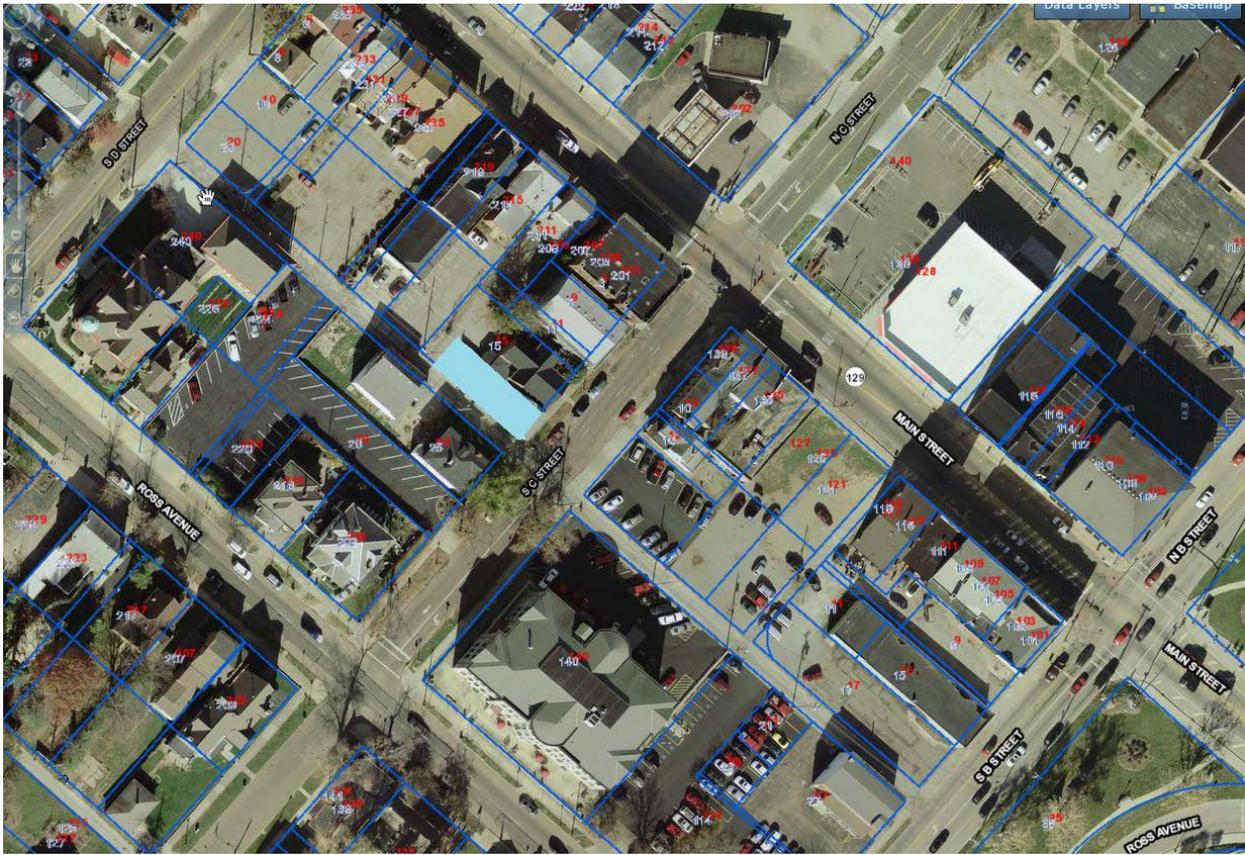
A depiction of parcel P6412102000032 being purchased is attached.

**Copies Provided to:**

N/A



21 South C Street



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

**AN ORDINANCE AUTHORIZING AND RATIFYING THE PURCHASE OF 21 SOUTH C STREET, HAMILTON, OHIO 45013.** (Vintage Homes of Ohio, LTD, Owner).

WHEREAS, on September 29, 2016, Vintage Homes of Ohio, LTD, the owner of the real estate located at 21 South C Street (the "Property"), entered into a Purchase and Sale Agreement ("Purchase Agreement") for the purchase of the Property by the City of Hamilton for Forty-Three Thousand Seven Hundred Dollars (\$43,700.00) and is attached as Exhibit No. 1; and

WHEREAS, the Administration finds that it would be beneficial for Council to ratify the purchase of the Property for a total of Forty-Three Thousand Seven Hundred Dollars (\$43,700.00); 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 economic revitalization and redevelopment; and

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

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

SECTION I: That any and all actions taken by the City Manager relating to the Purchase Agreement and the Property, for a total of Forty-Three Thousand Seven Hundred Dollars (\$43,700.00), shall be and hereby are authorized and ratified.

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, 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**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 29<sup>th</sup> day of September, 2016 ("Effective Date"), by and between Vintage Homes of Ohio, LTD., ("Seller"), and the City of Hamilton, Ohio, an Ohio municipal corporation ("Purchaser").

### WITNESSETH:

WHEREAS, Seller owns the real estate located at 21 South C 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 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 all of the Excluded Property will be removed from the Property by Seller, at its sole cost and expense, prior to the Closing.

1.3 Transfer. The Property will be transferred to Purchaser at the Closing (defined below) in broom-clean condition, free and clear of all of: (a) the rights of any tenant under any recorded or unrecorded lease or other agreement or understanding; (b) all of the Excluded Property; and (c) all of the personal property belonging to any former tenant or occupant of the Property. 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 and the Personal Property shall be: Forty-Three Thousand Seven Hundred and 00/100 (\$43,700.00) Dollars. 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 and the prorations provided for in Section 4.4 hereof, 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, after using all reasonable efforts, 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; and (iii) all Title Objections subsequently waived by Purchaser.

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 the sixtieth (60<sup>th</sup>) day following the Effective Date (the "Closing Date"). The Closing shall take place at the office of the Escrow Agent, 246 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 each 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 Bill of Sale for the Personal Property in the form of Exhibit C attached hereto (the "Bill of Sale"), executed by Seller;

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

(e) 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;

(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 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 and the prorations provided for in Section 4.4 hereof) 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; and

(d) Execute the Closing Statement.

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

The provisions of this Section 4.4 shall survive the Closing.

## ARTICLE V – LOSS

5.1 Risk of Loss. If, after the Effective Date and prior to the Closing, the Property is damaged, Seller shall deliver written notice of that fact to Purchaser. Thereafter, Purchaser shall have the option: (a) to assume such risk, whereupon the parties shall proceed in accordance with the terms and conditions of this Agreement and Purchaser shall be entitled to all insurance

awards resulting therefrom and the Purchase Price shall be reduced by the amount of Seller's insurance deductible; or (b) to terminate this Agreement by sending written notice of termination to Seller 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.

#### **ARTICLE VII - REPRESENTATIONS AND WARRANTIES**

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

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

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

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

(d) Except for this Agreement, there are no other oral or written agreements, contracts or understandings 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) No tenant or guest shall occupy or have any right to occupy or access the Property on the date of the Closing or thereafter.

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 or as otherwise provided above, 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.** Seller covenants and agrees that, prior to the Closing, Seller: (a) will not enter into any lease or other understanding in any way affecting the Property; and (b) will terminate the rights of all persons to occupy the Property or any part of it, and cause any such occupant to remove all of their personal property from 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: 345 High Street  
Hamilton, OH 45011

If to Seller: 9913 Meadow Hills  
Went Chester, OH 45221

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 three (3) 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.

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

(SIGNATURE PAGE TO FOLLOW)

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

Vintage Homes of Ohio, LTD.,  
an Ohio limited liability company

By: Styler

City of Hamilton, Ohio,  
an Ohio municipal corporation

By: J. Scott Scamigno A/CM

Approved as to Form:

Heather Sanderson Law 9-23-16  
City Law Director

s:\mason\hanrahan\jlr corporate\city of hamilton\psa 9-19-16.docx

**EXHIBIT A**

**The Property**

Situated in the City of Hamilton, County of Butler and State of Ohio:

The South Twenty-Four and 24/100 (24.25) feet of the east Eighty-One (81) feet of lot number One Thousand Five Hundred Forty-Seven (1,547), as the same is known and designated on the revised list of lots in the First Ward of the City of Hamilton, Butler County, Ohio.

Parcel No. P6412.102.000.032.

**EXHIBIT B**

**Excluded Property**

Nowa 50P

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 Vintage Homes of Ohio, LTD., an Ohio limited liability company ("Seller"), and 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.

Vintage Homes of Ohio, LTD.,  
an Ohio limited liability company

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

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to Form:

City of Hamilton, Ohio

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

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

**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:** Legislation to Accept and Appropriate a portion up to \$1,547,995 for FY 16-17 Community Development Block Grant (CDBG) Program

<p><b>Approvals/Reviews</b>  <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p><b>Related Strategic Goal(s)</b></p> <input checked="" type="checkbox"/> <b>R</b> Realize new investments <input checked="" type="checkbox"/> <b>A</b> Add new jobs <input checked="" type="checkbox"/> <b>I</b> Increase property values <input checked="" type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b>  <i>Ordinance</i></p>	<p>1<sup>st</sup> Reading Date: 10/12/16          2<sup>nd</sup> Reading Date: 10/12/16          Public Hearing Date:</p>	
<p><b>Prior Action/Review</b>  <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council</b> (or other):</p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	
<p><b>Fiscal Impact</b></p>	<p>Budgeted: \$ 1,547,995          Expenditure: \$          Source Funds: CDBG</p>	

**Policy Issue**

Does City Council wish to adopt legislation to budget FY 2016-2017 CDBG funds that will increase property values, add new jobs, decrease vacant structures and improve the housing stock?

**Policy Alternative(s)**

Council may choose not to adopt the referenced legislation causing various community projects, activities and investments not to occur.

**Staff Recommendation**

Staff recommends that Council receive this report and adopt the legislation to budget \$1,547,995 of FY 2016-2017 Community Development Block Grant (CDBG)

**Statutory/Policy Authority**

- City Council, as the elected body of a HUD participating Jurisdiction, has authority to budget the referenced funds under federal 24 CFR.



## Fiscal Impact Summary

COMMUNITY DEVELOPMENT BLOCK GRANT - FY 16-17			
Account Code	Account Name	Amount	
917-805-630-260	Housing Contractual	\$ 80,175.00	
917-805-910-000-910-057	SELF - Hamilton Home Repair Program	\$ 19,000.00	
917-805-910-000-910-065	People Working Cooperatively - Home Repair	\$ 39,000.00	
917-805-910-000-910-070	Partnerships for Housing-Special Needs Rental	\$ 16,000.00	
917-805-910-140-903-072	Emergency Repair Grants (Entitlement)	\$ 50,000.00	
			<b>\$ 204,175.00</b>
917-810-610-100	Public Facilities - Salary and Wages	\$ 34,450.00	
917-810-610-160	Public Facilities - Special Pays	\$ 1,000.00	
917-810-620-100	Public Facilities - Health Insurance	\$ 7,700.00	
917-810-620-101	Public Facilities - Dental Insurance	\$ 500.00	
917-810-620-102	Public Facilities - Vision Insurance	\$ 300.00	
917-810-620-110	Public Facilities - Life Insurance	\$ 50.00	
917-810-620-115	Public Facilities - HS Account - Employer Cont.	\$ 650.00	
917-810-620-120	Public Facilities - Medicare	\$ 575.00	
917-810-620-130	Public Facilities - PERS	\$ 5,300.00	
917-810-620-180	Public Facilities - Workers Compensation	\$ 800.00	
			<b>\$ 51,325.00</b>
917-810-630-260	Public Facilities - Contractual	\$ 28,675.00	
917-810-910-000-910-062	HUGS - Community Garden	\$ 30,000.00	
917-810-910-000-910-071	Great Miami Rowing Center-Site Improve.	\$ 26,000.00	
917-810-910-201-988-001	PW - Street Resurfacing	\$ 195,000.00	
917-810-910-201-988-026	Millikin Woods Playscape (HPC)	\$ 52,500.00	
			<b>\$ 332,175.00</b>
917-815-910-000-991-001	Economic Development - Entitlement Loans	\$ 20,000.00	
917-815-910-000-991-007	Economic Development - Design Assistance Prog.	\$ 12,500.00	
			<b>\$ 32,500.00</b>
917-820-910-000-910-19	Serve City - Homeless Services	\$ 18,000.00	
917-820-910-000-910-031	YMCA - Playground Program	\$ 21,000.00	
917-820-910-000-910-034	YWCA - Homeless Program	\$ 18,000.00	
917-820-910-000-910-035	City of Hamilton's Victim's Advocacy	\$ 15,000.00	
917-820-910-000-910-051	Fair Housing Services	\$ 9,000.00	
917-820-910-000-910-052	Programming at the BTW Center	\$ 65,000.00	
917-820-910-000-910-054	Transit Alliance of Butler County	\$ 25,000.00	
			<b>\$ 171,000.00</b>
917-835-610-100	Housing - Salary and Wages	\$ 41,850.00	
917-835-610-160	Housing - Special Pays	\$ 1,000.00	
917-835-620-100	Housing - Health Insurance	\$ 12,000.00	



917-835-620-101	Housing - Dental Insurance	\$ 650.00	
917-835-620-102	Housing - Vision Insurance	\$ 500.00	
917-835-620-110	Housing - Life Insurance	\$ 75.00	
917-835-620-115	Housing - HS Account - Employer Cont.	\$ 900.00	
917-835-620-120	Housing - Medicare	\$ 700.00	
917-835-620-130	Housing - PERS	\$ 6,250.00	
917-835-620-180	Housing - Workers Compensation	\$ 900.00	
			<b>\$ 64,825.00</b>
917-840-610-100	Administration - Salary and Wages	\$ 100,380.00	
917-840-610-160	Administration - Special Pays	\$ 1,000.00	
917-840-620-100	Administration - Health Insurance	\$ 18,000.00	
917-840-620-101	Administration - Dental Insurance	\$ 500.00	
917-840-620-102	Administration - Vision Insurance	\$ 120.00	
917-840-620-110	Administration - Life Insurance	\$ 125.00	
917-840-620-115	Administration - HS Account - Employer Cont.	\$ 1,700.00	
917-840-620-120	Administration - Medicare	\$ 1,475.00	
917-840-620-130	Administration - PERS	\$ 14,250.00	
917-840-620-180	Administration - Workers Compensation	\$ 2,200.00	
			<b>\$ 139,750.00</b>
917-840-620-200	Training	\$ 750.00	
917-840-630-210	Accounting and Auditing Services	\$ 9,000.00	
917-840-630-230	Outside Legal Fees	\$ 6,500.00	
917-840-630-245	Banking Services	\$ 1,250.00	
917-840-630-260	Administration - Contractual	\$ 37,500.00	
917-840-640-420	Liability Insurance	\$ 15,000.00	
917-840-640-500	Legal Advertising	\$ 2,000.00	
917-840-640-530	Printing and Binding	\$ 500.00	
917-840-640-550	Travel	\$ 750.00	
917-840-640-560	Membership Dues	\$ 1,000.00	
917-840-640-570	Postage	\$ 1,250.00	
917-840-640-580	Delivery	\$ 500.00	
917-840-660-100	Office Supplies	\$ 2,000.00	
917-840-660-110	Miscellaneous Equipment (Not Capital)	\$ 500.00	
917-840-660-240	Books and Periodicals	\$ 500.00	
917-840-700-398	Miscellaneous Equipment (Capital)	\$ 0.00	
917-840-700-399	Furniture and Fixtures	\$ 500.00	
917-840-800-300	Fleet Maintenance	\$ 0.00	
917-840-910-135	Planning Division - Consolidated Planning	\$ 35,000.00	
917-840-910-330	Citizen Participation	\$ 249.00	
			<b>\$ 114,749.00</b>
917-850-850-300	Contingencies	\$ 1,000.00	
			<b>\$ 1,000.00</b>
917-855-910-145	Health - Special Code Enforcement	\$ 105,000.00	
917-855-910-822	Health - Slum and Blight Remediation	\$ 55,996.00	



			\$ 160,996.00
		<b>Total Entitlement</b>	<b>\$ 1,272,495.00</b>
917-878-920-114	Program Income -Special Projects	\$ 75,000.00	\$ 75,000.00
800-100-910-240	Commerical Revolving Loans Income	\$ 100,000.00	\$ 100,000.00
800-100-910-245	Housing Revolving Loans Income	\$ 100,000.00	\$ 100,000.00
800-100-910-725	Return of Interest to HUD	\$ 500.00	\$ 500.00
		<b>TOTAL BUDGET</b>	<b>\$ 1,547,995.00</b>
<b>Revenue Calculation</b>			
917-003-431-300	FY 16-17 Allocation-HUD Grant	\$ 1,272,495.00	Entitlement
917-001-460-145	Program Income Budget	\$ 75,000.00	Anticipated
800-001-460-100	Interest Income	\$ 500.00	Anticipated
800-001-490-605	Additional CRL Budget	\$ 100,000.00	Anticipated
800-001-490-610	Additional HRL Budget	\$ 100,000.00	Anticipated
	<b>TOTAL</b>	<b>\$ 1,547,995.00</b>	

### Background Information

The Community Development Block Grant (CDBG) funding is a key component in assisting very low, low and moderate income city residents and provides ways to eliminate slum and blighting influences in the community. CDBG funding is again focusing on Housing, Public Services, Public Facilities/Improvements, Acquisition and Economic Development projects and programs.

The City has been awarded \$1,272,495 in entitlement funds. An additional \$275,500 will be budgeted to cover potential program income received through the federal program year.

### Attached Information

N/A

### Copies Provided to:

Joshua Smith  
Tim Werdmann  
Tom Vanderhorst  
Deanna Allgaier  
Duronna Smith  
Dave Jones  
Tyler Roark



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

**AN ORDINANCE ACCEPTING, APPROPRIATING AND BUDGETING UP TO \$1,547,995 FOR FISCAL YEAR 2016-2017 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, CDBG funding is a key component in assisting very low-, low- and moderate- income city residents and provides ways to eliminate slum and blighting influences in the community and the City's CDBG funding is again focusing on Housing, Public Services, Public Facilities/Improvements, Acquisition and Economic Development projects and programs; and

WHEREAS, the City has been awarded \$1,272,495 in entitlement funds and an additional \$275,500 will be budgeted to cover potential program income received throughout the federal program year; and

WHEREAS, Council desires to accept, appropriate and budget up to \$1,547,995 of Fiscal Year 2016-2017 CDBG funds for the aforesaid purposes.

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

SECTION I: That the Fiscal Year 2016-2017 Community Development Block Grant (CDBG) Program funds in the amount of up to One Million Five Hundred and Forty-Seven Thousand Nine Hundred and Ninety-Five Dollars (\$1,547,995) are hereby accepted, appropriated and budgeted, as set forth in detail in Exhibit No. 1 attached hereto, incorporated herein and made a part hereof.

SECTION II: That this Council hereby authorizes and directs the execution of appropriate documentation to implement the aforementioned CDBG acceptance, appropriation and budgeting 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 OF HAMILTON, OHIO**

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

**EXHIBIT NO. 1**

<b>COMMUNITY DEVELOPMENT BLOCK GRANT - FY 16-17</b>			
<b>Account Code</b>	<b>Account Name</b>	<b>Amount</b>	
917-805-630-260	Housing Contractual	\$ 80,175.00	
917-805-910-000-910-057	SELF - Hamilton Home Repair Program	\$ 19,000.00	
917-805-910-000-910-065	People Working Cooperatively - Home Repair	\$ 39,000.00	
917-805-910-000-910-070	Partnerships for Housing-Special Needs Rental	\$ 16,000.00	
917-805-910-140-903-072	Emergency Repair Grants (Entitlement)	\$ 50,000.00	
			<b>\$ 204,175.00</b>
917-810-610-100	Public Facilities - Salary and Wages	\$ 34,450.00	
917-810-610-160	Public Facilities - Special Pays	\$ 1,000.00	
917-810-620-100	Public Facilities - Health Insurance	\$ 7,700.00	
917-810-620-101	Public Facilities - Dental Insurance	\$ 500.00	
917-810-620-102	Public Facilities - Vision Insurance	\$ 300.00	
917-810-620-110	Public Facilities - Life Insurance	\$ 50.00	
917-810-620-115	Public Facilities - HS Account - Employer Cont.	\$ 650.00	
917-810-620-120	Public Facilities - Medicare	\$ 575.00	
917-810-620-130	Public Facilities - PERS	\$ 5,300.00	
917-810-620-180	Public Facilities - Workers Compensation	\$ 800.00	
			<b>\$ 51,325.00</b>
917-810-630-260	Public Facilities - Contractual	\$ 28,675.00	
917-810-910-000-910-062	HUGS - Community Garden	\$ 30,000.00	
917-810-910-000-910-071	Great Miami Rowing Center-Site Improve.	\$ 26,000.00	
917-810-910-201-988-001	PW - Street Resurfacing	\$ 195,000.00	
917-810-910-201-988-026	Millikin Woods Playscape (HPC)	\$ 52,500.00	
			<b>\$ 332,175.00</b>
917-815-910-000-991-001	Economic Development - Entitlement Loans	\$ 20,000.00	
917-815-910-000-991-007	Economic Development - Design Assistance Prog.	\$ 12,500.00	
			<b>\$ 32,500.00</b>
917-820-910-000-910-19	Serve City - Homeless Services	\$ 18,000.00	
917-820-910-000-910-031	YMCA - Playground Program	\$ 21,000.00	
917-820-910-000-910-034	YWCA - Homeless Program	\$ 18,000.00	
917-820-910-000-910-035	City of Hamilton's Victim's Advocacy	\$ 15,000.00	

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

917-820-910-000-910-051	Fair Housing Services	\$ 9,000.00	
917-820-910-000-910-052	Programming at the BTW Center	\$ 65,000.00	
917-820-910-000-910-054	Transit Alliance of Butler County	\$ 25,000.00	
			<b>\$ 171,000.00</b>
917-835-610-100	Housing - Salary and Wages	\$ 41,850.00	
917-835-610-160	Housing - Special Pays	\$ 1,000.00	
917-835-620-100	Housing - Health Insurance	\$ 12,000.00	
917-835-620-101	Housing - Dental Insurance	\$ 650.00	
917-835-620-102	Housing - Vision Insurance	\$ 500.00	
917-835-620-110	Housing - Life Insurance	\$ 75.00	
917-835-620-115	Housing - HS Account - Employer Cont.	\$ 900.00	
917-835-620-120	Housing - Medicare	\$ 700.00	
917-835-620-130	Housing - PERS	\$ 6,250.00	
917-835-620-180	Housing - Workers Compensation	\$ 900.00	
			<b>\$ 64,825.00</b>
917-840-610-100	Administration - Salary and Wages	\$ 100,380.00	
917-840-610-160	Administration - Special Pays	\$ 1,000.00	
917-840-620-100	Administration - Health Insurance	\$ 18,000.00	
917-840-620-101	Administration - Dental Insurance	\$ 500.00	
917-840-620-102	Administration - Vision Insurance	\$ 120.00	
917-840-620-110	Administration - Life Insurance	\$ 125.00	
917-840-620-115	Administration - HS Account - Employer Cont.	\$ 1,700.00	
917-840-620-120	Administration - Medicare	\$ 1,475.00	
917-840-620-130	Administration - PERS	\$ 14,250.00	
917-840-620-180	Administration - Workers Compensation	\$ 2,200.00	
			<b>\$ 139,750.00</b>
917-840-620-200	Training	\$ 750.00	
917-840-630-210	Accounting and Auditing Services	\$ 9,000.00	
917-840-630-230	Outside Legal Fees	\$ 6,500.00	
917-840-630-245	Banking Services	\$ 1,250.00	
917-840-630-260	Administration - Contractual	\$ 37,500.00	
917-840-640-420	Liability Insurance	\$ 15,000.00	
917-840-640-500	Legal Advertising	\$ 2,000.00	
917-840-640-530	Printing and Binding	\$ 500.00	
917-840-640-550	Travel	\$ 750.00	
917-840-640-560	Membership Dues	\$ 1,000.00	
917-840-640-570	Postage	\$ 1,250.00	

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

917-840-640-580	Delivery	\$ 500.00	
917-840-660-100	Office Supplies	\$ 2,000.00	
917-840-660-110	Miscellaneous Equipment (Not Capital)	\$ 500.00	
917-840-660-240	Books and Periodicals	\$ 500.00	
917-840-700-398	Miscellaneous Equipment (Capital)	\$ 0.00	
917-840-700-399	Furniture and Fixtures	\$ 500.00	
917-840-800-300	Fleet Maintenance	\$ 0.00	
917-840-910-135	Planning Division - Consolidated Planning	\$ 35,000.00	
917-840-910-330	Citizen Participation	\$ 249.00	
			\$ 114,749.00
917-850-850-300	Contingencies	\$ 1,000.00	
			\$ 1,000.00
917-855-910-145	Health - Special Code Enforcement	\$ 105,000.00	
917-855-910-822	Health - Slum and Blight Remediation	\$ 55,996.00	
			\$ 160,996.00
		<b>Total Entitlement</b>	<b>\$ 1,272,495.00</b>
917-878-920-114	Program Income -Special Projects	\$ 75,000.00	\$ 75,000.00
800-100-910-240	Commerical Revolving Loans Income	\$ 100,000.00	\$ 100,000.00
800-100-910-245	Housing Revolving Loans Income	\$ 100,000.00	\$ 100,000.00
800-100-910-725	Return of Interest to HUD	\$ 500.00	\$ 500.00
		<b>TOTAL BUDGET</b>	<b>\$ 1,547,995.00</b>
<b>Revenue Calculation</b>			
917-003-431-300	FY 16-17 Allocation-HUD Grant	\$ 1,272,495.00	Entitlement
917-001-460-145	Program Income Budget	\$ 75,000.00	Anticipated
800-001-460-100	Interest Income	\$ 500.00	Anticipated
800-001-490-605	Additional CRL Budget	\$ 100,000.00	Anticipated
800-001-490-610	Additional HRL Budget	\$ 100,000.00	Anticipated
	<b>TOTAL</b>	<b>\$ 1,547,995.00</b>	

**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:** Legislation to Accept, Appropriate and Budget up \$ 424,166.40 for the FY 2016-2017 HOME Investment Partnership Program Grant

<p><b>Approvals/Reviews</b> <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p><b>Related Strategic Goal(s)</b></p> <input checked="" type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input checked="" type="checkbox"/> <b>I</b> Increase property values <input checked="" type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Ordinance</i></p>	<p>1<sup>st</sup> Reading Date: 10/12/16            2<sup>nd</sup> Reading Date: 10/12/16            Public Hearing Date:</p>	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council</b> (or other):</p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	
<p><b>Fiscal Impact</b></p>	<p>Budgeted: \$ 424,166.40            Expenditure: \$            Source Funds: HOME</p>	<p><input type="checkbox"/> Additional Document(s) Attached</p> <p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

**Policy Issue**

Does City Council wish to adopt legislation to accept, appropriate and budget up to \$424,166.40 of FY 2016-2017 HOME funds?

**Policy Alternative(s)**

Council may choose not to adopt such legislation to accept, appropriate and budget the above referenced funds but various housing activities will not occur.

**Staff Recommendation**

Staff recommends that Council receive this report and adopt the legislation to accept, appropriate and budget up to \$424,166.40 of FY 2016-2017 HOME funds.

**Statutory/Policy Authority**

- As the elected officials of a HUD Participating Jurisdiction, Council has authority under federal 24 CFR to take the referenced action.



## Fiscal Impact Summary

HOME - FY 16-17			
EXPENDITURES			
Account Code	Account Name	Amount	
2016-873-610-100	Administration - Salary and Wages	\$ 17,000.00	
2016-873-610-160	Administration - Special Pays	\$ 1,000.00	
2016-873-620-100	Administration - Health Insurance	\$ 3,500.00	
2016-873-620-101	Administration - Dental Insurance	\$ 150.00	
2016-873-620-102	Administration - Vision Insurance	\$ 100.00	
2016-873-620-110	Administration - Life Insurance	\$ 25.00	
2016-873-620-115	Administration - HS Account - Employer Cont.	\$ 350.00	
2016-873-620-120	Administration - Medicare	\$ 285.00	
2016-873-620-130	Administration - PERS	\$ 2,700.00	
2016-873-620-180	Administration - Workers Compensation	\$ 350.00	
			<b>\$ 25,460.00</b>
2016-873-920-201	Administration - City NDD	\$ 6,282.40	
			<b>\$ 6,282.40</b>
2016-873-920-207	NHSH - CHDO Operating Expense	\$ 15,871.20	
			<b>\$ 15,871.20</b>
2016-874-920-202-809-0002	Neighborhood Hsng. Services - Downpymt Asst.	\$ 86,552.80	
2016-874-920-202-809-0009	Neighborhood Hsng. Services - New Construction	\$ 183,257.60	
			<b>\$ 269,810.40</b>
		<b>Entitlement Total</b>	<b>\$ 317,424.00</b>
2016-874-920-131	City Match	\$ 31,742.40	
		<b>Match Total</b>	<b>\$ 31,742.40</b>
2016-878-920-114	Program Income Special Projects	\$ 75,000.00	
		<b>Prog. Income Total</b>	<b>\$ 75,000.00</b>
		<b>TOTAL BUDGET</b>	<b>\$ 424,166.40</b>
REVENUE			
2016-003-431-300	FY 15-16 Allocation - HUD Grant	\$ 317,424.00	
2016-001-490-850	City Match	\$ 31,742.40	
2016-001-460-145	Program Income Budget	\$ 75,000.00	
	<b>TOTAL</b>	<b>\$ 424,166.40</b>	



**Background Information**

The city has been awarded \$ 317,424 in entitlement funds. The City must provide a cash match amount of \$31,742; these City general funds resources have been already budgeted in City Fiscal Year. Staff has budgeted \$75,000 to Special Projects based on anticipated annual program year.

**Attached Information**

N/A

**Copies Provided to:**

Joshua Smith  
Tim Werdmann  
Tom Vanderhorst  
Dave Jones  
Tyler Roark  
Dee Allgaier  
Duronna Smith



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

**AN ORDINANCE ACCEPTING, APPROPRIATING AND BUDGETING UP TO \$424,166.40 FOR FISCAL YEAR 2016-2017 HOME INVESTMENT PARTNERSHIP (HOME) 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 Home Investment Partnership (HOME) Program as authorized under Title II of the Cranston-Gonzales National Affordable Housing Act (NAHA) of 1991, as amended; and

WHEREAS, the City has been awarded \$317,424 in entitlement funds and the City must provide a cash match amount of \$31,742.40; and

WHEREAS, these city general fund resources have already been budgeted in the City's fiscal year and City Staff has budgeted \$75,000 to Special Projects based on anticipated annual program income; and

WHEREAS, Council desires to accept, appropriate and budget up to \$424,166.40 of Fiscal Year 2016–2017 HOME funds for the aforesaid purposes.

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

SECTION I: That the Fiscal Year 2016–2017 Home Investment Partnership (HOME) Program funds in the amount of up to Four Hundred Twenty-Four Thousand One Hundred and Sixty-Six Dollars and Forty Cents (\$424,166.40) are hereby accepted, appropriated and budgeted, as set forth in detail in Exhibit No. 1 attached hereto, incorporated herein and made a part hereof.

SECTION II: That this Council hereby authorizes and directs the execution of appropriate documentation to implement the aforementioned HOME acceptance, appropriation and budgeting 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**

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

**EXHIBIT NO. 1**

<b>EXPENDITURES</b>			
<b>Account Code</b>	<b>Account Name</b>	<b>Amount</b>	
2016-873-610-100	Administration - Salary and Wages	\$ 17,000.00	
2016-873-610-160	Administration - Special Pays	\$ 1,000.00	
2016-873-620-100	Administration - Health Insurance	\$ 3,500.00	
2016-873-620-101	Administration - Dental Insurance	\$ 150.00	
2016-873-620-102	Administration - Vision Insurance	\$ 100.00	
2016-873-620-110	Administration - Life Insurance	\$ 25.00	
2016-873-620-115	Administration - HS Account - Employer Cont.	\$ 350.00	
2016-873-620-120	Administration - Medicare	\$ 285.00	
2016-873-620-130	Administration - PERS	\$ 2,700.00	
2016-873-620-180	Administration - Workers Compensation	\$ 350.00	
			<b>\$ 25,460.00</b>
2016-873-920-201	Administration - City NDD	\$ 6,282.40	
			<b>\$ 6,282.40</b>
2016-873-920-207	NHSH - CHDO Operating Expense	\$ 15,871.20	
			<b>\$ 15,871.20</b>
2016-874-920-202-809-0002	Neighborhood Hsng. Services - Downpymt Asst.	\$ 86,552.80	
2016-874-920-202-809-0009	Neighborhood Hsng. Services - New Construction	\$ 183,257.60	
			<b>\$ 269,810.40</b>
		<b>Entitlement Total</b>	<b>\$ 317,424.00</b>
2016-874-920-131	City Match	\$ 31,742.40	
		<b>Match Total</b>	<b>\$ 31,742.40</b>
2016-878-920-114	Program Income Special Projects	\$ 75,000.00	
		<b>Prog. Income Total</b>	<b>\$ 75,000.00</b>
		<b>TOTAL BUDGET</b>	<b>\$ 424,166.40</b>
<b>REVENUE</b>			
2016-003-431-300	FY 15-16 Allocation - HUD Grant	\$ 317,424.00	
2016-001-490-850	City Match	\$ 31,742.40	
2016-001-460-145	Program Income Budget	\$ 75,000.00	
	<b>TOTAL</b>	<b>\$ 424,166.40</b>	

## City Council Meeting Staff Report

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

**Report From:** Marcos Nichols, Department of Human Resources

**Agenda Item:** Report regarding changing the public records release policy

<p><b>Approvals/Reviews</b> <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p><b>Related Strategic Goal(s)</b></p> <input type="checkbox"/> <b>R</b> Realize new investments <input type="checkbox"/> <b>A</b> Add new jobs <input type="checkbox"/> <b>I</b> Increase property values <input type="checkbox"/> <b>D</b> Decrease vacant structures <input type="checkbox"/> <b>G</b> Generate recreational investments <input type="checkbox"/> <b>E</b> Engage citizens in activities <input checked="" type="checkbox"/> <b>O</b> General operations
<p><b>Ordinance or Resolution</b> <i>Resolution</i></p>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading Date: 10-12-16 <input type="checkbox"/> 2 <sup>nd</sup> Reading Date: Public Hearing Date:	
<p><b>Prior Action/Review</b> <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p><b>City Council (or other):</b></p>	
<p><b>Contract</b></p>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p><b>Fiscal Impact</b></p>	Budgeted: \$ Expenditure: \$ Source Funds:	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

### Policy Issue

Does City Council wish to adopt legislation to amend the City's Public Records Release Policy?

### Policy Alternative(s)

Council may choose not to adopt such legislation to amend the City's Public Records Release policy.

### Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to amend the City's Public Records Release Policy.

### Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Ohio Revised Code, Section 149, Documents, Reports, and Records

### Fiscal Impact Summary

This action will have no fiscal impact since it is just to amend the City of Hamilton's internal policy regarding public records release.



**Background Information**

Departments have designated certain staff members to be records custodians and they will be responsible for handling public records requests. Additionally, the City Clerk will be responsible for maintaining the Public Records Log and ensuring that departments are fulfilling the public records requests in a timely manner. Those departmental staff members have gone through the Attorney General's Office's Sunshine Laws Certification program. Responding to public records requests will be handled departmentally and the City Clerk will assist those records custodians when there is a legal issue regarding responding to public records requests by working with the Law Director.

**Attached Information**

N/A

**Copies Provided to:**

N/A



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AMENDING THE CITY OF HAMILTON'S PUBLIC RECORDS RELEASE POLICY, ADOPTED PURSUANT TO RESOLUTION NO. R2014-6-70, ADOPTED JUNE 25, 2014.**

WHEREAS, a revised Public Records Release Policy has been prepared by the staff of the City of Hamilton, Ohio; and

WHEREAS, the members of this Council have reviewed the policy document and have determined that approval and adoption of said policy is in the best interests of the City of Hamilton.

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

SECTION I: That the Public Records Release Policy ("Policy") attached hereto as Exhibit No. 1, incorporated herein by reference and made a part hereof, be and is hereby adopted and approved.

SECTION II: That the previous records release policy of the City be and is hereby repealed.

SECTION III: The City Clerk is hereby authorized and directed to create and use forms, manuals, instructions, guides and other documentation required by law or as otherwise deemed necessary and appropriate for the proper implementation of the Policy.

SECTION IV: The City Clerk is further authorized to distribute the Policy to employees as required by law and to cause the Policy to be included in the City's Personnel Policies and Procedures Manual.

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

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

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

\_\_\_\_\_  
Mayor

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

**CERTIFICATE**

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

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

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

**EXHIBIT NO. 1**

***CITY OF HAMILTON PUBLIC RECORDS RELEASE POLICY***

Openness leads to a better informed citizenry, which leads to better government and better public policy. It is the mission and intent of the City of Hamilton to at all times fully comply with and abide by both the spirit and the letter of Ohio's Public Records Act.

A "record" is defined to include the following: A document in any format – paper or electronic – that is created, received by, or comes under the jurisdiction of the City of Hamilton that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office.

A "public record" is a "record" that is being kept by this office at the time a public records request is made, subject to applicable exemptions from disclosure under Ohio or federal law. All public records must be organized and maintained in such a way that they can be made available for inspection and copying.

Public records are available for inspection during regular business hours. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested, the proximity of the location where the records are stored, the necessity for any legal review and redaction, and other facts and circumstances of the records requested.

No specific language is required to make a request for public records. However, the Requester must at least identify the records requested with sufficient clarity to allow the office to identify, retrieve, and review the records.

The Requester does not have to put a public records request in writing, and does not have to provide his or her identity or the intended use of the requested public record(s).

In processing the request, the City does not have an obligation to create new records or perform a search or research for information in the office's records. An electronic record is deemed to exist so long as a computer is already programmed to produce the record through the City's standard use of sorting, filtering, or querying features.

In processing a request for inspection of a public record, a City employee may be required to accompany the Requester during inspection to make certain original records are not taken or altered.

If the Requester makes an ambiguous or overly broad request or has difficulty in making a request such that the City cannot reasonably identify what public records are being requested, the request may be denied, but the City will then provide the Requester an opportunity to revise the request by informing the Requester of the

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

manner in which records are maintained and accessed by the City.

If the City withholds, redacts, or otherwise denies requested records, the City will provide an explanation, including legal authority, for the denial(s). If the initial request was made in writing, the explanation will also be in writing. If portions of a record are public and portions are exempt, the exempt portions may be redacted and the rest will be released. When making public records available for public inspection or copying, the City shall notify the Requester of any redaction or make the redaction plainly visible.

Charges for postage and/or copies are limited to the actual cost of postage and mailing supplies, or other actual costs of delivery and/or copying, if any. Cost of copying is \$.05 per page for standard copies. A Requester may be required to pay in advance for the actual costs involved in providing the copy. The Requester may choose whether to have the record duplicated upon paper, upon the same medium on which the public record is kept, or upon any other medium on which the office determines that the record can reasonably be duplicated as an integral part of the office's normal operations.