

Pat Moeller
Mayor

Eric Pohlman
Vice Mayor

Carla Fiehrer
Council Member

Susan Vaughn
Council Member

Michael Ryan
Council Member

Timothy Naab
Council Member

Robert Brown
Council Member

Call to Order

Offering of Prayer – Vice Mayor Eric Pohlman

Pledge of Allegiance

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

1. Coronavirus/Covid-19 Presentation Update by Health Commissioner Kay Farrar
2. 320 Main Street Hamilton Apartments Update by City Manager Joshua Smith

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.

Citizens may provide their comments in person; however, it is encouraged for social distancing that those who wish to have an issue addressed by City Council or City Administration email those questions or comments to the City Clerk at: nick.garuckas@hamilton-oh.gov. The City Clerk may read your comments into the record during the appropriate Council Meeting. If comments are submitted far enough in advance of an upcoming meeting, an official City response may also be read into the record. You must still provide your name and address for the record. Please be concise with potential comments.

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 Council Information
- Caucus Reports

Committee of the Whole

The Committee of the Whole is intended to allow the City Council to consider all reports on the Consent or Caucus Agendas under suspended rules that would normally apply to the City Council. City Council may ask questions, provide direction, or comment on reports.

Unless City Council states otherwise this section of the agenda will not be held at this time.



Caucus Agenda September 9, 2020

1. [Recommendation Relative to a Request to approve changes to the City of Hamilton Zoning Ordinance \(HZO\), by amending Chapters 1108.00 Glossary, 1131.400 TN-3 \(Traditional Neighborhood-Three\) District and 1131.500 TN-4 \(Traditional Neighborhood-Four\) District \(City of Hamilton, Applicant\).](#)
2. [Recommendation Relative to amending Part Seven – Business Regulations Chapter 758 Short-Term Rentals of the Codified Ordinances of the City of Hamilton, Ohio.](#)

These icons illustrate which strategic goals Council Actions align to

Work	Live	Play
 Generate \$125 mm in new private investment	 Exceed total county growth rate median home sale prices	 Generate \$40mm in investment for recreational amenities
 Increase gross wages paid by Hamilton employers by \$100mm	 General Operations & Government Business	 Engage 500,000 participants in special events, arts, & recreation activities

Council Actions Pertaining to Legislative Items:

Pending Legislation:

3. [An ordinance approving a Major Amendment to Plan Hamilton, the City's Comprehensive Plan, adding the North End Corridor Revitalization Plan to the Plan. \(City of Hamilton, Applicant\). \(Second Reading\).](#) 

New Legislation:

4. [An ordinance approving a Conditional Use Certificate and approval for 535 Maple Avenue, to allow the reoccupation of an existing two story residential structure as a single-family residence, with a variance from the two \(2\) required off street parking spaces as required in Section 1137.27 of the Hamilton Zoning Ordinance, on property located in the I-1 \(Limited Industrial\) Zoning District. \(Midwest Developers LLC, Property Owner and Applicant\). \(First Reading\).](#) 
5. [An ordinance vacating a portion of North D Street Alley "A" and Alley "B", Alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio. \(City of Hamilton, Applicant\). \(First Reading\).](#) 





6. [An ordinance vacating a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, in the block between South Fourth Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, situated in the Fourth Ward, City of Hamilton, Ohio. \(City of Hamilton, Applicant\). \(First Reading\).](#) **1 P 0**
7. [An Emergency Ordinance approving the replat of Hamilton Enterprise Park, Phase 3: a replat of part of Lot Number 30305, all of Lot Number 32175, and all of Lot Number 32166 – into new Lot Numbers 32326 and 32327, situated in the Sixth Ward, North Side, Hamilton, Ohio. \(City of Hamilton, Applicant\). \(Two Readings\).](#) **1 P**
8. [A resolution authorizing and directing the execution of an Enterprise Zone Agreement with Saica Pack US LLC, relative to real property tax abatement.](#) **1 0**
9. [A resolution authorizing the execution of a Job Creation and Tax Credit Agreement with Saica Pack US LLC san Saica US Corp specifying the conditions of a nonrefundable credit against taxes on income earned by said company.](#) **J 0**
10. [A resolution approving the terms and conditions of a successor collective bargaining agreement negotiated between the City of Hamilton, Ohio, and the International Union of Operating Engineers Local 20 – AFL-CIO \(IUOE Local 20\) authorizing and directing the execution of said collective bargaining agreement.](#) **0**
11. [A resolution authorizing and directing the filing of a grant application with the Ohio Public Works Commission \(OPWC\) relative to funding for the 2021 Hamilton Water and Road Improvement Project.](#) **1 0**
12. [A resolution authorizing and directing the filing of a loan application with the Ohio Public Works Commission \(OPWC\) for the Southwest Ohio Industrial District \(SOID\) Sanitary Sewer Relocation Project and accept a zero-percent interest loan if it is awarded.](#) **1 0**
13. [A resolution authorizing and directing the filing of a loan application with the Ohio Water Development Authority \(OWDA\) for stormwater portion of the City’s Spooky Nook Champion Development Project.](#) **1 0**
14. [A resolution authorizing and directing the City Manager to an agreement with Property Registration Champions, LLC \(dba PROCHAMPS\) to administer the Vacant Commercial & Industrial Property Registration Program as established in Chapter 1507 of the Codified Ordinances of the City of Hamilton.](#) **P 0**

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 513-785-7182 (24) hours before the scheduled meeting.



City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Recommendation Relative to a request to approve changes to the City of Hamilton Zoning Ordinance (HZO), by amending Chapters 1108.00 Glossary, 1131.400 TN-3 (Traditional Neighborhood-Three) District and 1131.500 TN-4 (Traditional Neighborhood-Four) District. (City of Hamilton, Applicant).

<input checked="" type="checkbox"/>	1 st Reading Date: 9-23-2020
<input checked="" type="checkbox"/>	2 nd Reading Date: 10-14-2020
<input type="checkbox"/>	Resolution Date:
<input checked="" type="checkbox"/>	Public Hearing Date: 9-23-2020

Dear Mayor and Members of Council:

Planning Staff is proposing amendments to the TN-3 (Traditional Neighborhood -3) and TN-4 (Traditional Neighborhood -4) zoning districts, and an amendment to the Glossary of the Hamilton Zoning Ordinance as a result of the proposed changes.

Background Information

The purpose of the Traditional Neighborhood zoning districts is to establish zoning regulations developed specifically for the established design of Hamilton's traditional and urban core neighborhoods. The submitted application would amend the new Traditional Neighborhoods zoning districts based on preliminary feedback that staff is compiling as these districts are being applied to more neighborhoods.

Currently, the regulations would allow a storefront style commercial building zoned Traditional Neighborhood 3 (TN-3) or Traditional Neighborhood 4 (TN-4) to be converted into a single-family dwelling. Storefront buildings are buildings in which the ground story is designed as a commercial space, has large display windows, is visually separated from the upper stories in multi-story buildings, and is designed to be accessible to passing pedestrians. Storefront buildings are important to the dynamic character of Hamilton's traditional neighborhoods and were not designed for residential use. The proposed text amendments seek to address this issue.

Notification

The Planning Department posted a Notice of Public Hearing for the September 3, 2020 Planning Commission meeting and a Notice of Public Hearing for the September 23, 2020 City Council meeting on the City Website, Planning Commission page, per the recently revised statutes of Section 1180.00 of the Hamilton Zoning Ordinance (HZO).



As of the writing of this report, Planning Staff received no inquiries pertaining to the proposed text amendments.

Planning Commission Recommendation:

This report was written before the September 3, 2020 Planning Commission Meeting. Planning Staff has recommended approval of the text amendments utilizing the following motion:

- 1) That the Planning Commission take action to recommend to City Council that they hold a public hearing, prepare legislation, and amend the Zoning Ordinance of the City of Hamilton, Ohio, by amending Chapters 1108.00 Glossary, 1131.400 TN-3 (Traditional Neighborhood-Three) District and 1131.500 TN-4 (Traditional Neighborhood-Four) District as presented and contained within the attachments submitted within the Planning Staff report.

Staff trusts that the Commission will likely recommend that City Council approve the proposed zoning text amendments. In the event of any changes to the proposed text changes from the Planning Commission, the staff report to City Council will be revised to reflect as such.

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

Ed Wilson, AICP
Associate Planner II

Choose Strategic Goal(s)

- I** *Generate 125mm in new private investment*
- J** *Increase gross wages paid by Hamilton Employers by \$100mm*
- P** *Exceed total county growth rate median home sale prices*
- R** *Generate \$40mm in investment for recreational amenities*
- E** *Engage 50,000 participants annually in special events, arts and recreation activities*
- O** *General Operations/ Government Business*

Attachment:

Exhibit A - Proposed Hamilton Zoning Ordinance Amendments to Sections 1131.400 (TN-3), 1131.500 (TN-4) and 1108.00 (Glossary)



General Attachment Notice:

For ease of viewing, only those portions of the Zoning Ordinance pertaining to the requests within the submitted application have been included within these attachments.

EXHIBIT A

Proposed Text Amendments to City of Hamilton Zoning Ordinance

**TN (Traditional Neighborhood) Zoning Districts
[TN-3 & TN-4]**

Proposed Change to Traditional Neighborhood-3 (TN-3) District

Add the following section:

1131.433: Exceptions: Residential uses are not permitted on the in the front half, on the ground floor of storefront buildings, to allow for a non-residential use to utilize the ground floor storefront. Residential uses may locate in the rear half of the ground floor and the entirety of the second story or any additional stories.

Proposed Change to Traditional Neighborhood-4 (TN-4) District

Add the following section:

1131.538: Exceptions: Residential uses shall only be permitted on the first floor if they are located in the rear half of the building to allow for a non-residential use to utilize the first floor storefront. Residential uses may locate on the entirety of the second story or any additional stories.

Glossary

Add the following definition:

Storefront Building: A building commonly put to retail or commercial use.

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Recommendation Relative to amending Part Seven - Business Regulations Chapter 758 Short-Term Rentals of the Codified Ordinances of the City of Hamilton, Ohio.

<input checked="" type="checkbox"/>	1 st Reading Date: 9-23-2020
<input checked="" type="checkbox"/>	2 nd Reading Date: 10-14-2020
<input type="checkbox"/>	Resolution Date:
<input checked="" type="checkbox"/>	Public Hearing Date: 9-23-2020

Dear Mayor and Members of Council:

The Planning Department is proposing to establish a local Short-Term Rental License. The Short-Term Rental would apply to properties that are being utilized as vacation-type rentals. They are advertised on online travel sites, such as AirBnB or VRBO.

The City anticipates that there will be an increased interest in using housing units in Hamilton as short-term rentals when Spooky Nook Sports Champion Mill opens. City staff believes that short-term rentals can help encourage investment in our neighborhoods but also that short-term rentals create the potential for an increase in traffic, trash, and noise in our neighborhoods. Therefore, the proposed license aims to strike a balance between these potential outcomes.

Overview of the Proposed Short-Term Rental License

The primary objective of the Short-Term Rental license is to protect Hamilton's neighborhoods. The following components are included in the license:

- All Short-Term Rentals are required to identify an Emergency Contact that is an easily accessible contact person who shall respond to the property within twenty-four (24) hours after receiving notice of an issue on the property.
- The license process will review information on off-street parking and location of outside trash receptacles to minimize the impact on on-street parking and the visibility of trash in the neighborhood.
- The regulations include fines and suspensions of Short-Term Rental licenses under certain circumstances, including issues related to noise, trash, parking, and other common neighborhood issues.

Staff are proposing are two (2) types of licenses:



- Accessory Short-Term Rentals - This license will be appropriate for most people who own and live in a single-family or duplex home and want to rent it out as a short-term rental. These short-term rentals must be owner-occupied and primarily utilized as their permanent residence. Accessory Short-Term Rental units can have a maximum of two (2) bedrooms for rent in their home or can be a duplex in which the owner-occupant lives in one unit and the other duplex unit is offered for short-term rental use.
 - Accessory Short-Term Rental Licenses are no cost and must be renewed every two (2) years.
- Large & Commercial Short-Term Rentals: Are units that do not fit the definition of an Accessory Short-Term Rental, including rental properties (not owner-occupied) or units that have more than two (2) bedrooms for rent.
 - Large & Commercial Short-Term Rental licenses are Fifty and 00/100 Dollars (\$50.00) and the license must be renewed every two (2) years.

Additional Information:

- Short-Term Rentals are proposed to be permitted city-wide.
- In multi-unit apartment and condominium complexes, each unit is considered its own Short-Term Rental.
- Only one party of Short-Term Rental Users can occupy a Short-Term Rental Unit at a time.
- No more than four (4) unrelated individuals can occupy a single short-term rental unit at the same time.
- Short-Term Rental Unit owners are required to obtain a license prior to advertising the unit.
- Short-Term Rental Units must abide by all Building Code, Public Safety, and other applicable regulations. The City of Hamilton reserves the right to inspect Short-Term Rental Units on an as-needed basis.
- City staff is recommending a maximum amount of apartment units within a single building be allowed to be used as Short-Term Rentals. The reason is to preserve available housing stock for permanent residents. For complexes with more than four (4) units, the number of units within a complex that may be devoted to Short-Term Rental use shall be the lesser of sixty percent (60%) of the units or nineteen (19) units.

Community Input

Staff conducted a series of community input strategies to develop the Short-Term Rental License proposal. An online survey was created and distributed through the 17 Strong network, the City rental property committee group, Cerkl, and City social media. One Hundred and Ninety-Nine (199) people responded to the survey and the feedback was positive. The license was changed based on productive feedback gathered from the survey. Staff also hosted two (2) virtual information sessions on the license in June. The conversation during these sessions was positive and informative.

Research

City staff researched other community regulations on short-term rentals to develop a draft plan. The license proposal has been reviewed by a wide variety of local and regional stakeholders, McBride Dale Clarion planning consulting firm, Frost Brown Todd, the City Law Department, and the Ordinance Review Commission.

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

Liz Hayden
Planning Director

Choose Strategic Goal(s)

- I** Generate 125mm in new private investment
- J** Increase gross wages paid by Hamilton Employers by \$100mm
- P** Exceed total county growth rate median home sale prices
- R** Generate \$40mm in investment for recreational amenities
- E** Engage 50,000 participants annually in special events, arts and recreation activities
- O** General Operations/ Government Business

Attachments:

- 1) Exhibit A - Short-Term Rental License Proposal



EXHIBIT A

Part Seven – Business Regulations Chapter 758 Short-Term Rentals

- 758.01. Purpose: It is the intent of this section to establish regulations regarding Short-Term Rental Units for temporary lodging intended for travel and tourism. These regulations have been established to allow property owners to use their properties as Short-Term Rentals while mitigating any potential disruption that Short-Term Rentals have on a neighborhood.
- 758.02. Definitions:
- a. Short-Term Rental: Rental of all or any portion of a residential dwelling unit for dwelling, lodging, or sleeping purposes intended for travel and tourism. Occupancy of the property by a renter typically last for less than seven (7) days but shall not exceed more than thirty (30) consecutive days. This term does not include hotel or motel rooms, extended stay lodging facilities, bed and breakfast inns, and boarding house rooms.
 - b. Short-Term Rental Unit: A residential dwelling which maintains a valid Short-Term Rental License. Short-Term Rental Units contain one or more bedrooms and must abide by the Hamilton Zoning Ordinance Regulation that prohibits more than four (4) unrelated persons to occupy a single dwelling unit. A single-family residential dwelling shall be considered one Short-Term Rental Unit. Each dwelling unit in a duplex may serve as a separate Short-Term Rental Unit, for a maximum of two (2) Short-Term Rental Units on the property. In the case of an apartment or condominium complex, each apartment or condominium offered for Short-Term Rental use shall be considered a Short-Term Rental Unit.
 - c. Host: Any person who is the owner of record of residential real property on which the owner operates a Short-Term Rental Unit.
 - d. Owner-Occupied: A Short-Term Rental Unit is Owner-Occupied when the property owner uses the dwelling as his/her primary residence and offers certain bedrooms in the dwelling for Short-Term Rental use. A dwelling is considered the owner's primary residence when the owner resides in the dwelling more than six (6) months out of the year. An Owner-Occupied Short-Term Rental Unit shall be considered an accessory use on the property, secondary to the property's primary use as an Owner-Occupied residence.
 - e. Accessory Short-Term Rental: (i) An Owner-Occupied Short-Term Rental Unit which offers no more than two (2) bedrooms for Short-Term Rental use; or (ii) an Owner-Occupied duplex in which at least one of the two dwelling units is Owner-Occupied and the second dwelling unit is offered for Short-Term Rental use.
 - f. Large & Commercial Short-Term Rental: The following shall be considered Large & Commercial Short-Term Rental Units: (i) a Short-Term Rental Unit which is not Owner-Occupied; (ii) a Short-Term Rental Unit which offers more than two (2) bedrooms for Short-Term Rental Use, regardless of whether the residence is Owner-Occupied; and (iii) each individual apartment or condominium unit offered for use as a Short-Term Rental.
 - g. Short-Term Rental User: Any individual who rents all or a portion of a Short-Term Rental Unit for a period of less than thirty (30) consecutive days. Short-Term Rental User shall also include any overnight guests of the individual renting all or a portion of a Short-Term Rental Unit.
 - h. Emergency Contact: A person that shall serve as an immediate point of contact to remedy any issues with the Short-Term Rental Unit. The Emergency Contact shall be available as required to address potential issues with the Short-Term Rental Unit within twenty-four (24) hours of being notified of issues. Issues include, but are not limited to, damage to persons or property, potential violations of the Short-Term Rental License, health code violations, zoning code violations, and public safety violations.
- 758.03. Short-Term Rental License Required: Any person desiring to rent a property for Short-Term Rental use or advertise a property as a Short-Term Rental Unit shall comply with all applicable regulations within the

City of Hamilton and obtain a license prior to operating or advertising a Short-Term Rental Unit (a "Short-Term Rental License").

- a. Short-Term Rental License Requirements: Applications for Short-Term Rental Licenses shall be filed with the City of Hamilton Director of Planning in a form to be furnished by the Director or his/her designee, which shall require at least the following information:
- i. Location of the Short-Term Rental Unit.
 - ii. Provide information identifying the location and number of bedrooms to be offered for Short-Term Rental use.
 - iii. Information about off-street parking location, number and size of spaces, and surface of parking areas.
 - iv. Contact information for:
 1. The Applicant and record owner of the property (if different from the Applicant); and
 2. Emergency Contact.

The above-named individual(s) listed in the application shall receive legal notices from the City pertaining to the operation and maintenance of the Short-Term Rental Unit. All contact information shall be complete, current, and legible. The Applicant shall immediately notify the City in writing of any change in contact information for the above-named individual(s).
 - v. Certification through separate declaratory statements from the Property Owner, Applicant and Host (to the extent they are different individuals) that, to the best of their knowledge, the Short-Term Rental Unit is in conformance with all applicable:
 1. Building Codes;
 2. Health Codes;
 3. Zoning Codes; and
 4. Fire Codes.
 - vi. Certification through separate declaratory statements from the Property Owner, Applicant and Host (to the extent they are different individuals) that they have registered with the City of Hamilton Tax Department, will pay any applicable local taxes, and will submit any relevant 1099-MISC forms to the City of Hamilton Tax Department.
 - vii. Confirmation that the Short-Term Rental Unit has active utilities and the property owner is current on all utility payments.
 - viii. Applications for a License to operate a Large & Commercial Short-Term Rental Unit shall be accompanied by an Application fee of \$50.
- (b) License Term: Each Short-Term Rental License shall be valid for a period of two (2) years from the date of issuance.

758.04. Renewal of Short-Term Rental License:

- a. All Short-Term Rental Unit owners shall apply to renew their Short-Term Rental License no later than thirty (30) days before the expiration date of the current License.
- b. Renewal of Short-Term Rental License shall require the submission of an updated Application to operate the Short-Term Rental Unit, per the requirements of Section 758.03.
- c. A renewed Short-Term Rental License shall be valid for a period of two (2) years from the date of issuance.

758.05. General Limitations:

All Short-Term Rental Units shall comply with all regulations and directives from the City Building, Health, Fire, Police and Zoning departments, and any other applicable departments of the City of Hamilton, and shall be in compliance with all applicable federal, state and local laws and regulations.

- a. Occupancy: The Short-Term Rental Unit may only be occupied by one (1) party of Short-Term Rental Users at a time. The property owner and Host shall be responsible for ensuring that the Short-Term Rental Unit is in compliance with: (i) all of the requirements set forth in this Chapter 758; (ii) all Short-Term Rental criteria established through the Short-Term Rental licensing process; and (iii) the Ohio Building Code and the Hamilton Zoning Ordinance, including regulations set forth therein prohibiting more than four unrelated (4) persons to occupy a single dwelling unit.
- b. Display: The Short-Term Rental License shall be posted within the Short-Term Rental Unit in a location clearly visible within the unit during all periods of occupancy and contain: (i) the License number given by the City; (ii) the contact information for the property owner, Host, and Emergency Contact including a phone number; (iii) the License type (Accessory or Commercial); (iv) the number of bedrooms; and (v) the occupancy limit.
- c. Advertising. No outdoor advertising signs related to the Short-Term Rental Unit shall be allowed on the property.
- d. Parking: Short-Term Rental Units shall provide adequate parking for guests on the property, compliant with the Hamilton Zoning Ordinance, and will not obstruct traffic with street parking. Parking of vehicles must be on a paved surface. The number of off-street parking spaces required can be reviewed in Section 1137 "Off-Street Parking and Loading Regulations" of the Hamilton Zoning Ordinance.
- e. Information Packet: A packet of information shall be provided to each party of Short-Term Rental Users and shall be posted conspicuously in the common area of the Short-Term Rental Unit. The packet shall summarize guidelines and restrictions applicable to the Short-Term Rental use including:
 - i. Information on maximum occupancy of the Short-Term Rental Unit;
 - ii. Applicable noise and use restrictions;
 - iii. Location of off-street parking spaces;
 - iv. Directions pertaining to the disposal of trash on the property, including the following: (i) trash shall not be stored within public view, except within proper containers for the purpose of collection; (ii) there shall be no trash or junk on the property; and (iii) information about the trash collection schedule;
 - v. Contact information for the Short-Term Rental Emergency Contact;
 - vi. Evacuation routes;
 - vii. The Short-Term Rental User's responsibility not to trespass on private property and not to create disturbances; and
 - viii. Notification that the Short-Term Rental User is responsible for complying with this Chapter 758 and may be cited or fined by the City for violating any provisions of this Chapter.
- f. Uses: A Short-Term Rental User may use a Short-Term Rental Unit for a purpose incidental to lodging or sleeping purposes, provided that the incidental use complies with rules of the property owner and does not violate applicable federal, state and local laws and regulations.
- g. Outdoor Facilities: Short-Term Rental Units may be permitted to operate in an approved existing accessory structure, as long as the structure is compliant with applicable Building, Health, and Zoning codes. The Hamilton Zoning Ordinance does not permit the construction of new accessory dwelling units. Short Term Rental Units shall not be operated in a tent or a recreational vehicle.

- h. Parties: A Short-Term Rental Unit may only be occupied by one (1) party of Short-Term Rental Users at a time. A party shall be considered one or more individuals who booked, and/or intended to rent, the Short-Term Rental Unit together at the same time.
- i. Emergency Contact: For All Short-Term Rental Units, there shall be an Emergency Contact. The Emergency Contact shall be an easily accessible contact person who shall respond to the property within twenty-four (24) hours after receiving notice of an issue on the property. The Emergency Contact shall be available as required and shall be responsible for immediately addressing any potential issues with the Short-Term Rental Unit, such as, but not limited to, damage to persons or property, potential violations of the Short-Term Rental License, and any alleged violations of applicable health, zoning, and public safety laws and regulations.
- j. The Short-Term Rental Unit shall not adversely affect the residential character of the neighborhood or adversely affect the general public health, safety, and welfare.
- k. The Short-Term Rental Unit shall not generate noise, trash, traffic, glare, obstructions, odors, vibration, or other effects that unreasonably interfere with any individual's use and enjoyment of his/her property.
- l. It is unlawful for the Property Owner, Applicant and Host (to the extent they are different individuals) to withhold, deny, curtail, limit, or discriminate concerning the full use of the Short Term Rental Unit by any individual because of the individual's race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, or age.
- m. All information associated with the Short-Term Rental License and registration must be updated and shared with the City of Hamilton within seven (7) days of a change in status, including any changes in contact information for the Applicant, Host, property owner, or Emergency Contact.

758.06 Accessory Short-Term Rental Standards: The following standards apply specifically to Accessory Short-Term Rental Units.

- a. Owner-Occupied: Accessory Short-Term Rental Units must be Owner-Occupied and must be primarily utilized as a permanent residence for the owner-occupant.
- b. License: A Short-Term Rental License shall be secured prior to operation and advertisement of the Short-Term Rental Unit. Short-Term Rental Unit owners and Hosts shall comply with all applicable License requirements and with the regulations and requirements of all City Departments.
- c. Maximum size: A maximum of two (2) bedrooms in an Accessory Short-Term Rental Unit may be rented to Short-Term Rental Users. The total number of residents and Short-Term Rental Users occupying an Accessory Short-Term Rental Unit may not exceed four (4) unrelated persons per dwelling unit.
- d. Inspections: Accessory Short-Term Rental Units are subject to inspection by the City on an as-needed basis to determine compliance with the regulations set forth in this Chapter 758.

758.07 Large & Commercial Short-Term Rental Unit Standards: The following standards apply specifically to Large & Commercial Short-Term Rental Units.

- a. License: A Short-Term Rental License shall be secured prior to operation and advertisement of the Short-Term Rental Unit. Short-Term Rental Unit owners and Hosts shall comply with all applicable License requirements and with the regulations and requirements of all City Departments.
- b. Multi-Unit Apartment or Condominium Building: With respect to apartment and condominium complexes with more than four (4) units, the number of units within a complex that may be devoted to Short-Term Rental use shall be the lesser of: (i) sixty percent (60%) of the units; or (ii) nineteen (19) units.
- c. Inspections: Large & Commercial Short-Term Rental Units are subject to inspection by the City on an as-needed basis to determine compliance with the regulations set forth in this Chapter 758.

758.08 Short-Term Rental Area:

758.09 Denial of Short-Term Rental Application or Renewal Registration

- a. The City Planning Director or his/her designee may deny any Application for a new or renewed Short-Term Rental License upon a finding that any of the following conditions are true:
- i. The Applicant failed to provide Application information or supporting materials for the Application.
 - ii. The Applicant, Host, property owner, and/or Emergency Contact has had a Short-Term Rental License suspended or revoked in the past.
 - iii. The Applicant, Host, and/or property owner has falsified or misrepresented a fact on the Application.
 - iv. The Applicant continued to operate or advertise a Short-Term Rental Unit without a Short-Term Rental License after being notified by the City of Hamilton to submit a License Application.
 - v. The Emergency Contact has been notified by the City of Hamilton about an issue with the Short-Term Rental Unit property and did not address the issue in question within twenty-four (24) hours of contact.
 - vi. The Applicant, Host, property owner, and/or Emergency Contact has obstructed, interfered with, or failed to make good faith efforts towards correcting violations of this Ordinance for any Short-Term Rental Unit in the City of Hamilton with which they are associated.
 - vii. The Short-Term Rental Unit property is the subject of an outstanding order and/or violation from a City department that has not been corrected.
 - viii. The Short-Term Rental Unit property has been: (i) declared a public nuisance by the City of Hamilton Health Commissioner; or (ii) constitutes a nuisance, as defined in Codified Ordinance 521.07 "Nuisances".
 - ix. The Short-Term Rental Unit property has a documented history or pattern of criminal or drug related Emergency Service Calls and/or incidents.
 - x. The Short-Term Rental Unit is not current on its utility payments.

758.10 Conflicts: Where a provision of this Chapter 758 conflicts with a provision of a lawful and recorded restrictive covenant, the more restrictive provision shall apply. This provision does not place any duty on the City to enforce restrictive covenants.

758.11 Fees: The following fees are required prior to the issuance of a Short-Term Rental License:

- a. Accessory Short-Term Rental license: \$0.
- b. Large & Commercial Short-Term Rental license: \$50.

758.12 Enforcement: The City may pursue any available legal or equitable remedy for any violation of this Chapter 758 or any other City of Hamilton Ordinance. Violations include, but are not limited to: (i) operation of a Short-Term Rental Unit without a Short-Term Rental License; (ii) violations of any applicable health, zoning, noise or public safety laws or regulations; (iii) advertisement or rental of a Short-Term Rental Unit without obtaining proper permits or licenses; (iv) failure to include the Short-Term Rental License number or property address of a Short-Term Rental Unit in any advertisement; and (v) advertisement of a Short-Term Rental Unit outside the scope of permission associated with the Short-Term Rental License. Available remedies may include, but are not limited to, the following:

- a. First Violation: The City shall mail a violation letter to the property owner or post the letter on the Short-Term Rental Unit property. The property owner shall have fifteen (15) days from the date of receipt of the letter to remedy the violation(s) on the property.

- b. Second Violation/Second Notice of Unresolved Violation: The property owner shall be required to pay a one-hundred dollar (\$100) fine to the City.
- c. Third Violation/Third Notice of Unresolved Violation: The City shall suspend the Short-Term Rental License for a six (6) month period and the property owner shall be required to pay a five hundred dollar (\$500) fine to the City.
- d. Fourth Violation/Fourth Notice of Unresolved Violation: The City shall suspend the Short-Term Rental License indefinitely and the property owner shall be required to pay a one thousand (\$1,000) fine to the City.
- e. Fifth Violation/Fifth Notice of Unresolved Violation: The property owner shall be deemed guilty of a third-degree misdemeanor and, upon conviction thereof, shall be fined an amount not to exceed the sum of one thousand dollars (\$1,000.00). Each day the violation continues shall be considered a separate offense for which an additional \$1,000 fine may be assessed without the need for the City to issue any additional notices to the property owner.

758.13 Suspension of Short-Term Rental License.

- a. Suspension:
 - i. The City Planning Director or his/her designee may suspend a Short-Term Rental License if the property owner fails to bring the Short-Term Rental Unit into compliance with this Chapter 758 by the third violation, as indicated in Section 758.12 "Enforcement".
 - 1. A Host, Applicant, or property owner may not operate or advertise the Short-Term Rental Unit associated with the suspended License during the suspension period.
 - 2. A Host, Applicant, or property owner associated with a suspended Short-Term Rental License may not apply for a new License or a License renewal for the Short-Term Rental Unit property or any other property during the suspension period.

758.14 Reinstatement of a Suspended Short-Term Rental License.

- a. Reinstatement:
 - i. The City Planning Director or his/her designee shall reinstate a suspended Short-Term Rental License once the property owner brings the Short-Term Rental Unit into compliance with the provisions of this Chapter 758 and applies for a new Short-Term Rental License. The Planning Director may use his/her discretion when determining whether a Short-Term Rental License should be reinstated. In making such determination, the Planning Director may consider the severity of prior issues at the Short-Term Rental Unit and issues related to other Short-Term Rental Units owned or operated by the Host, Applicant, property owner, or Emergency Contact.
 - ii. Prior to or following a suspension, a Host, Applicant, or property owner may provide proof to the Planning Director or his/her designee that the Planning Director incorrectly determined the Short-Term Rental Unit was operating in violation of the provisions of this Chapter cited. If the Planning Director or his/her designee deems the proof satisfactory, the Short-Term Rental License shall be reinstated.
 - iii. Inspections: Short-Term Rental Units with reinstated Short-Term Rental Licenses are subject to inspection by the City on an as-needed basis to determine compliance with the regulations set forth in this Chapter 758.

758.15 Appeals:

An Applicant for a Short-Term Rental License or owner of a Short-Term Rental Unit shall have the right to submit an appeal to the City Manager, in such manner and upon such forms as the City Manager prescribes, in the event: (i) any Applicant is denied a Short-Term Rental License; (ii) an Application is

disapproved by any City representative whose approval is requisite for issuance of the License; or (iii) a Short-Term Rental License is suspended or revoked.

- a. Time to Appeal. An Applicant or property owner may appeal from the denial, disapproval, suspension or revocation of a Short-Term Rental License within three (3) days of receipt of notice from the City of such denial, disapproval, suspension or revocation.
- b. Hearing on Appeal.
 - i. Whenever an application for appeal is made in accordance with the provisions of this Section 758.15, the City Manager shall, within one (1) week after submission of the appeal, set a time and place for a hearing on the matter.
 - ii. The Appellant shall be heard in person or by counsel at the hearing and shall be afforded the right to prove that his/her Application should be granted or his/her Short-Term Rental License restored. Evidence may be presented in opposition to the Appellant's case.
 - iii. The City Manager shall render his/her decision within three (3) days after the close of the hearing. The City Manager shall: (i) confirm the denial, disapproval, report, suspension, or revocation of the Short-Term Rental License; or (ii) Order a Short-Term Rental License be issued or restored. Any order for the issuance or restoration of a License may stipulate as a condition thereof that conditions in violation of this Chapter 758 be corrected prior to the issuance or restoration of the License.
 - iv. In the event a Short-Term Rental License is revoked, the License shall be immediately cancelled, and a record thereof made by the City Director of Finance. A License which has been revoked shall not be renewed, nor shall another License be issued to the same person for the same business or occupation for a period of one (1) year following revocation, unless the City Manager finds circumstances justify issuance or renewal of a Short-Term Rental License. (1931 Code §50.6410)

City Council Meeting Staff Report

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

Report From: Edward Wilson III, AICP, Associate Planner II

Agenda Item: An ordinance approving a Major Amendment to Plan Hamilton, the City's Comprehensive Plan, adding the North End Corridor Revitalization Plan to the Plan. (City of Hamilton, Applicant).

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Realize new investments <input checked="" type="checkbox"/> J Increase gross wages <input checked="" type="checkbox"/> P Increase property values <input checked="" type="checkbox"/> R Generate recreational investments <input checked="" type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 8-26-2020 <input checked="" type="checkbox"/> 2 nd Reading Date: 9-9-2020 <input type="checkbox"/> Resolution Date: <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): 8-12-2020 Caucus Report City Council Meeting Planning Commission: 7-16-2020 (Public Hearing)</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	Budgeted: \$200.00 Expenditure: \$200.00 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 approve a Major Amendment to Plan Hamilton, the City's Comprehensive Plan, adding the North End Corridor Revitalization Plan to the Plan?

Policy Alternative(s)

Council may choose not to adopt such legislation to approve a Major Amendment to Plan Hamilton.

Staff Recommendation

Staff recommends that Council receives this report, concurs in the recommendation of the Planning Commission and adopts the necessary legislation for a Major Amendment to Plan Hamilton, the City's Comprehensive Plan, adding the North End Corridor Revitalization Plan to the Plan based on the Planning Commission's recommendation to approve from its July 16, 2020 meeting.



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 preparation of the documentation for a Major Amendment to Plan Hamilton, the City's Comprehensive Plan, adding the North End Corridor Revitalization Plan to the Plan estimated at approximately \$200.00.

Background Information

The proposal is a submitted request by Planning Staff on behalf of the Second Ward residents to have the North End Corridor Revitalization Plan adopted as part of Plan Hamilton, the city's newly adopted comprehensive plan. The proposal represents a "Major Amendment" to Plan Hamilton. City Council takes final action to approve or disapprove a Major Amendment to Plan Hamilton.

North End Corridor Revitalization Plan

The North End Corridor Revitalization Plan is a comprehensive study that catalogs existing conditions and gathers public input to establish a plan for neighborhood improvements, guides new development, and highlights investment opportunities within the North End. The plan was drafted by Miami University students in conjunction with the North End neighborhood, City of Hamilton staff, and input from community residents and organizations.

The plan focuses on the revitalization of North End, notably the main neighborhood corridor of Heaton Street. The plan proposes revitalization through the improvement of existing housing stock, streetscape improvements, activating vacant commercial properties, and improved amenities at key locations in the neighborhood, all while maintaining the integrity and character of the existing community. The study area is centered on Heaton Street, North Martin Luther King Boulevard, Route 4, and North Seventh Street. Critical areas studied include the following:

- Current land uses
- Community spaces
- Catalog of buildings/spaces that are being underutilized
- Issues facing the community
- Visualizations of potential land uses
- Gateway signage and neighborhood features
- Streetscape improvements
- Potential for green space improvements
- Targeted revitalization efforts
- Suggestions for investments to best serve the community members

Planning Commission Recommendation

On July 16, 2020, the Planning Commission recommended Council approve a Major Amendment to Plan Hamilton, the City's Comprehensive Plan, adding the North End Corridor Revitalization Plan to the Plan

Planning Department Recommendation

It is the recommendation of the Planning Department that Council receives this report, concurs in the recommendation of the Planning Staff and the Planning Commission and directs the passage of the necessary legislation.

Attached Information

- 1) Exhibit A - North End Corridor Revitalization Plan
- 2) Exhibit B - Planning Commission Staff Report, July 16, 2020

Copies Provided to:

N/A



North End

Exponential Potential

Corridor Revitalization Plan



Contents

- (1) Introduction**
- (2) Our Process**
 - (a) Goals/Objectives
 - (b) Public Engagement
- (3) Community Space**
 - (a) Gateways
 - (b) Public Artwork
 - (c) Green Space
- (4) Connectivity & Streetscape**
 - (a) Corridor Analysis
 - (b) Streetscape Improvements
- (5) Street Façade**
 - (a) Comprehensive Overview
 - (b) Predetermined Approach
 - (c) Parcel Assessment and Results
 - (d) Targeting Revitalization Efforts
- (6) Economic Development**
 - (a) Adaptive Reuse of Industrial Buildings
 - (b) New Residential Development
 - (c) Activation of Vacant Commercial Spaces
- (7) Implementation**
- (8) Conclusion**
- (9) About Us**

An aerial photograph of a residential neighborhood. The image shows a mix of house styles, including a prominent white two-story house with a porch on the left, and a red brick building in the center. A road with a yellow center line runs diagonally from the bottom left towards the top right. The background is filled with more houses and green trees. The overall scene depicts a revitalized urban area.

Introduction

A Revitalized North End

Introduction: Planning a Stronger North End

The North End neighborhood is one of Hamilton's Seventeen Strong neighborhoods. At its peak, the area was a blue-collar neighborhood closely tied to the surrounding paper mills and other industries. However, as the factories closed, the neighborhood fell into decline. Although this neighborhood maintains many community strengths, we recognize the limitless potential for revitalization. With proper investment and new initiatives, the North End can return the neighborhood to the thriving place that it used to be.

Revitalization planning can help identify areas for improvement to guide policies, public and private investment, and shape new development. Our team of student planners created a plan focused on the Heaton St. corridor between Route 4 and Martin Luther King Jr. Blvd. Our revitalization goal can be completed through improvements to community space, streetscaping, connectivity, and economic development. In acknowledgment with the recently adopted Plan Hamilton, we created neighborhood-specific initiatives that align with both Plan Hamilton as well as community desired goals. With the strategies presented in this plan, the North End can once again become a thriving neighborhood.



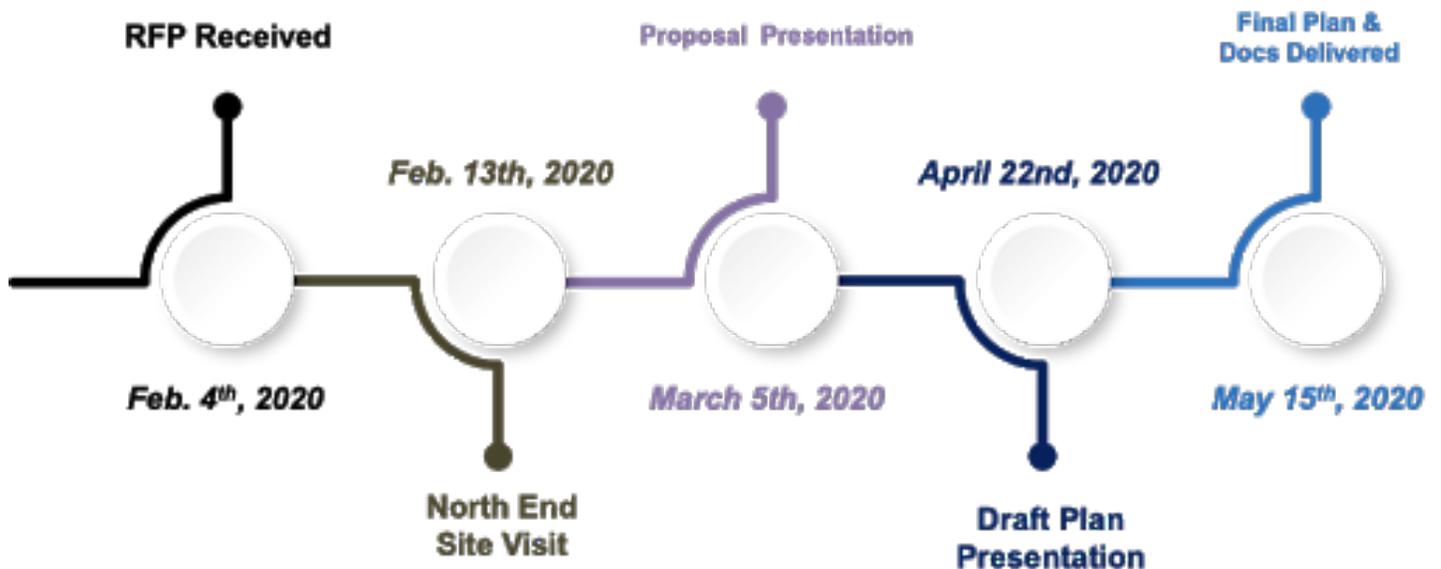
An aerial photograph of a residential neighborhood. The image shows a mix of house styles, including a prominent white two-story house with a porch on the left, and a red brick building in the center. A paved road with a yellow center line runs diagonally from the bottom left towards the top right. The background is filled with more houses and green trees. The overall scene depicts a typical suburban or urban residential area.

Revitalization Planning

A Multifaceted Process

Public Engagement: A Multi-Step Process of Analysis and Community Engagement

As elaborated in our request for a proposal and in Plan Hamilton, we were tasked with creating contextually appropriate revitalization strategies for the North End. This entails an analysis of the social and built environment, followed by recommendations stemming from best practices and methods. In order to produce a quality corridor revitalization plan, we conducted a site visit, presented best practices to a variety of stakeholders, presented a draft of our recommendations, and eventually completed a finalized corridor revitalization plan.



Detailed map of our planning process

Site Visit

In order to better understand the needs of the community, our group turned towards public engagement. Our first interaction with the neighborhood was during our initial site visit in February. During this visit, we got a better sense of the state of the neighborhood. Additionally, we were able to interact with some of the residents and understand some of the challenges that the North End faces.



Proposal Presentation

As a precursor to our charette, we wanted to introduce our team and elaborate on best practices used successfully in neighborhoods across the country. We presented a series of successful examples within the following best practice methods: community vibrancy, complete streets, community space, connectivity, and economic development. Our goal with the proposal presentation was to set the stage for the community members for the following activity, the charette.

We are grateful to have residents, community leaders, and city employees in attendance. The feedback that we received was constructive and fairly representative of many residents living in the North End neighborhood.

Community Input Workshop

To develop a better understanding of the specific goals of the residents, our group conducted a workshop in early March. The group was made up of residents, community leaders, and city employees. During the exercise, we asked the participants various questions regarding their views on the neighborhood and to mark up various maps. Some examples of questions include: where they view the borders of the North End, the best places for a gateway into the neighborhood, and areas for redevelopment.



Goals/Objectives

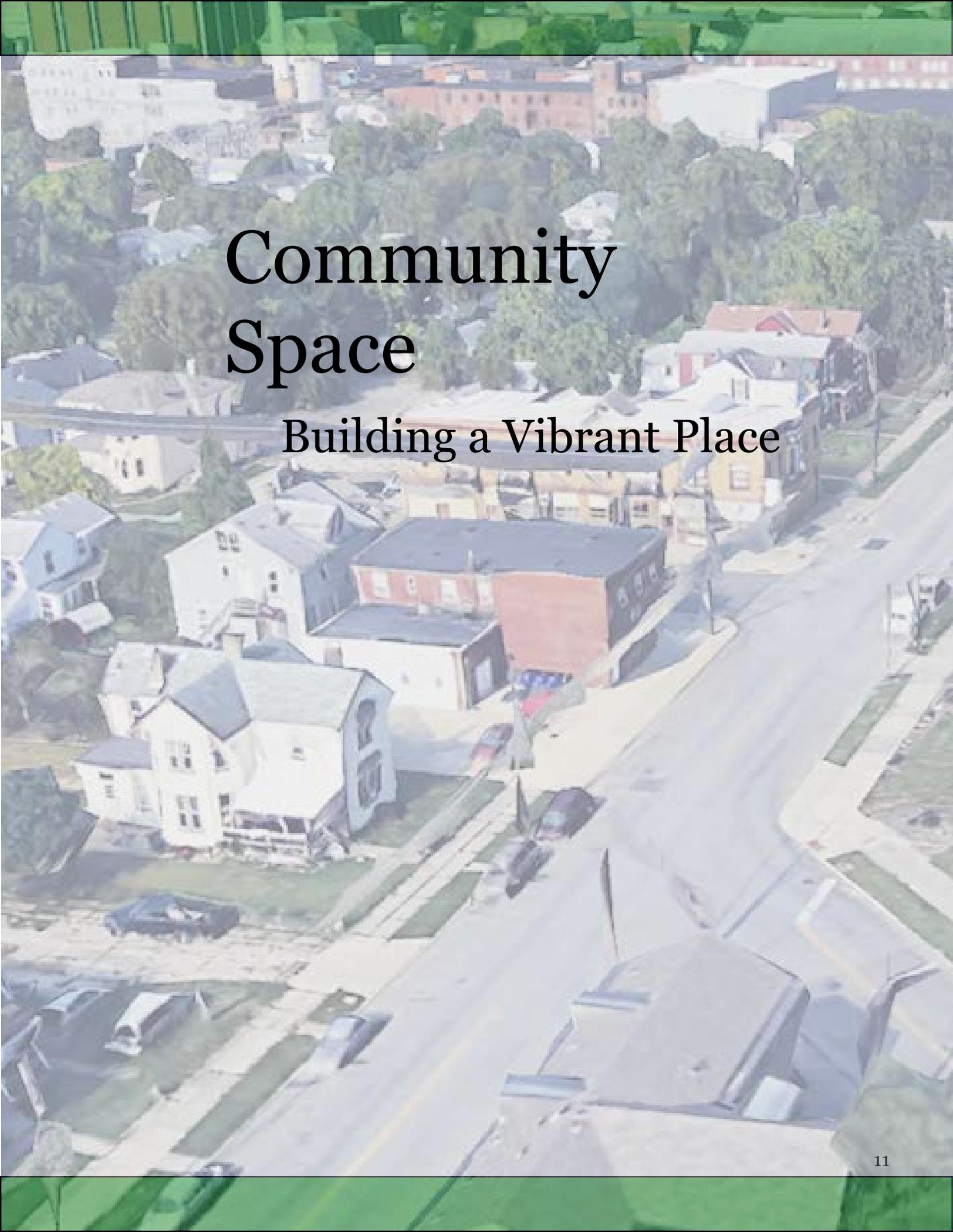
After our workshop exercise with community members, we had a better idea of the goals we should have for this neighborhood plan. We also took into account the broader goals for the city of Hamilton specified in Plan Hamilton. The following goals will help to guide the North End in their revitalization process.

Plan Hamilton goals

- Create a sense of place in our 17 neighborhoods
- Create a vibrant community
- Introduce high-quality parks to residents and visitors
- Land use and development policies align with community objectives

North End Goals

- Improve neighborhood vibrancy
- Create connections with the surrounding neighborhoods
- Improve infrastructure for pedestrians and cyclists
- Create more economic opportunities

An aerial photograph of a residential neighborhood. The scene shows a mix of single-story and two-story houses, some with porches and lawns. A paved road with a yellow center line runs diagonally through the lower half of the image. There are several cars parked along the road. The background is filled with more houses and a dense line of green trees. The overall atmosphere is that of a quiet, established community.

Community Space

Building a Vibrant Place

Community Space

Gateways

Neighborhood gateways establish a sense of place and an inviting atmosphere. Entrance signage is typically the first vibrancy feature that greets both visitors and members of the community upon arriving into the neighborhood. In order to truly establish Heaton Corridor as a gateway to Hamilton, the North End should incorporate entrance signage.

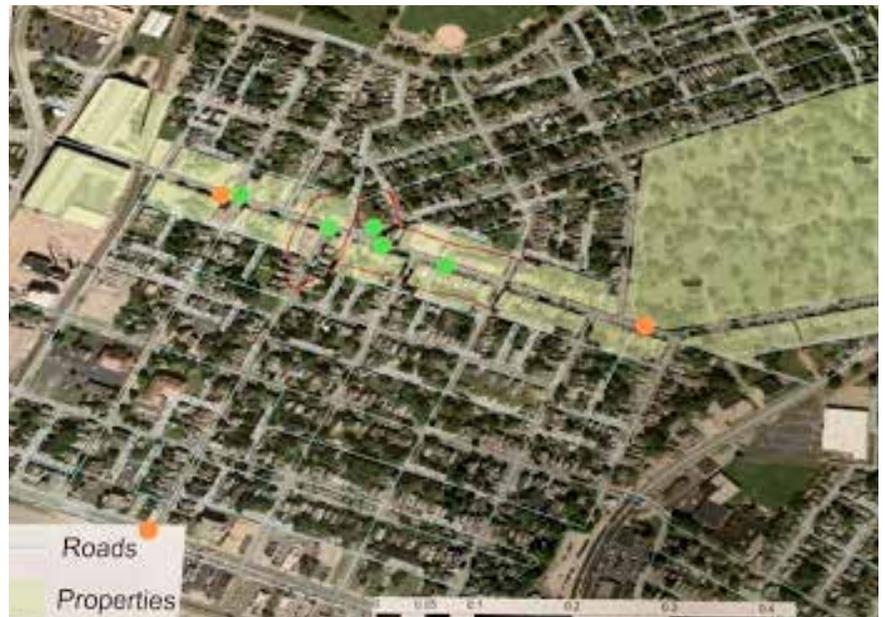


Gateway sign in Hamilton, Ohio



Monument sign (pole-mounted) in Parksville, B.C.

Stakeholder input helped us define neighborhood boundaries and optimal gateway locations. Attached is an image of a map utilized during the charette. The orange stickers were placed by community leaders and represent areas that they believe are entrances to the North End.



North End map marked up by community members

Alternative Gateway Signage Styles and Locations:

Monument Signage (Pole Mounted):

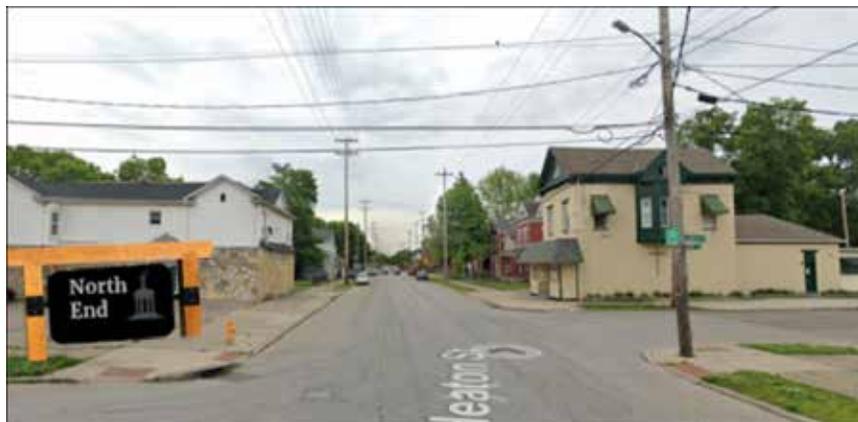
Locations like Heaton and N 6th are important for signaling entrance into the neighborhood. A monument sign would be a good use of any corner lots similar to the one in the following image.



Rendering of potential pole mounted monument sign at Heaton & N 6th

Monument Signage:

Other possible locations, such as High and N 7th, are perfect areas for larger entrance signage. A pole monument style sign can be placed in areas where there is limited sidewalk space, such as in the following image.



Rendering of potential monument sign at High and N 7th

Overhead Gateway:

The most impactful entrances into the neighborhood were identified at Heaton and MLK as well as Route 4 and Heaton. Incorporating an overhead sign paired with North End inspired murals should be used to greet both visitors and neighbors. Additionally, Route 4 and Heaton could utilize a monument sign with various flowers to create a friendly entrance. That being said, these entrances can cement Heaton Corridor as the “gateway to Hamilton”.



Conceptual rendering of a gateway entrance at Heaton and MLK



Conceptual rendering of a monument sign with flowers at Route 4 and Heaton

Public Artwork

Murals: “Building a sense of community”

Murals are used as an outlet to showcase the history of a neighborhood, provide direction towards the future, or simply convey a story. In addition to building a strong sense of community, murals attract activity and make the surrounding area more walkable.

While our plan highlights possible mural locations, mural theme and execution would be coordinated between StreetSpark and the Community. Themes mentioned by stakeholders included baseball legend Joe Nuxhall and manufacturing history (ex. Ford TractorPlan).



Renderings of murals: Minnick's & Food Town



Painted hydrants enhance vibrance across Hamilton and could be expanded along Heaton.

Fire Hydrant Art: “Creating a vibrant neighborhood”

Fire hydrant painting is an example of a fairly low-cost vibrancy technique. By painting various fire hydrants in a given community, the neighborhood is adding both and flair. The abundance of fire hydrants on Heaton St. mean that there are endless possibilities for local involvement. StreetSpark is a public art program that works to install various art projects throughout the city of Hamilton. The hydrants to the left are examples of painted Hamilton hydrants. While some hydrants have already been painted in the North End, more could provide vibrancy on Heaton St.

Community Gardens

Community gardens have been used in neighborhoods across the country due to the vast array of benefits attached with them. Not only do these community incubators create a stronger sense of belonging among community members and provide healthy food for the surrounding neighborhood, but they also make efficient use of vacant land.

Potential locations for community gardens identified during our community input workshop are as follows:

- Heaton & N 10th
- 927 Vine (across from the Hamilton North End Market)



Conceptual rendering of a community garden at N 10th & Heaton

Recreational Areas

One of the ideas behind recreational green space is to rehabilitate existing parks and vacant lots into viable options for the community to exercise and enjoy. The focal point identified by the North End Community members was the Joe Nuxhall Baseball Field. By revamping the vacant field adjacent to the baseball diamonds into multiple soccer fields, there can be more utility and more green space.



Rendering of Joe Nuxhall Fields repurposed for Spooky Nook sports.

An aerial photograph of a residential neighborhood. In the foreground, a two-lane road with a yellow center line runs diagonally from the bottom left towards the top right. Several cars are visible on the road. To the left of the road, there are several houses, including a prominent white two-story house with a dark roof. In the background, there is a dense line of green trees, and beyond that, more residential buildings and a larger white building. The overall scene is a typical suburban or urban residential area.

Streetscape

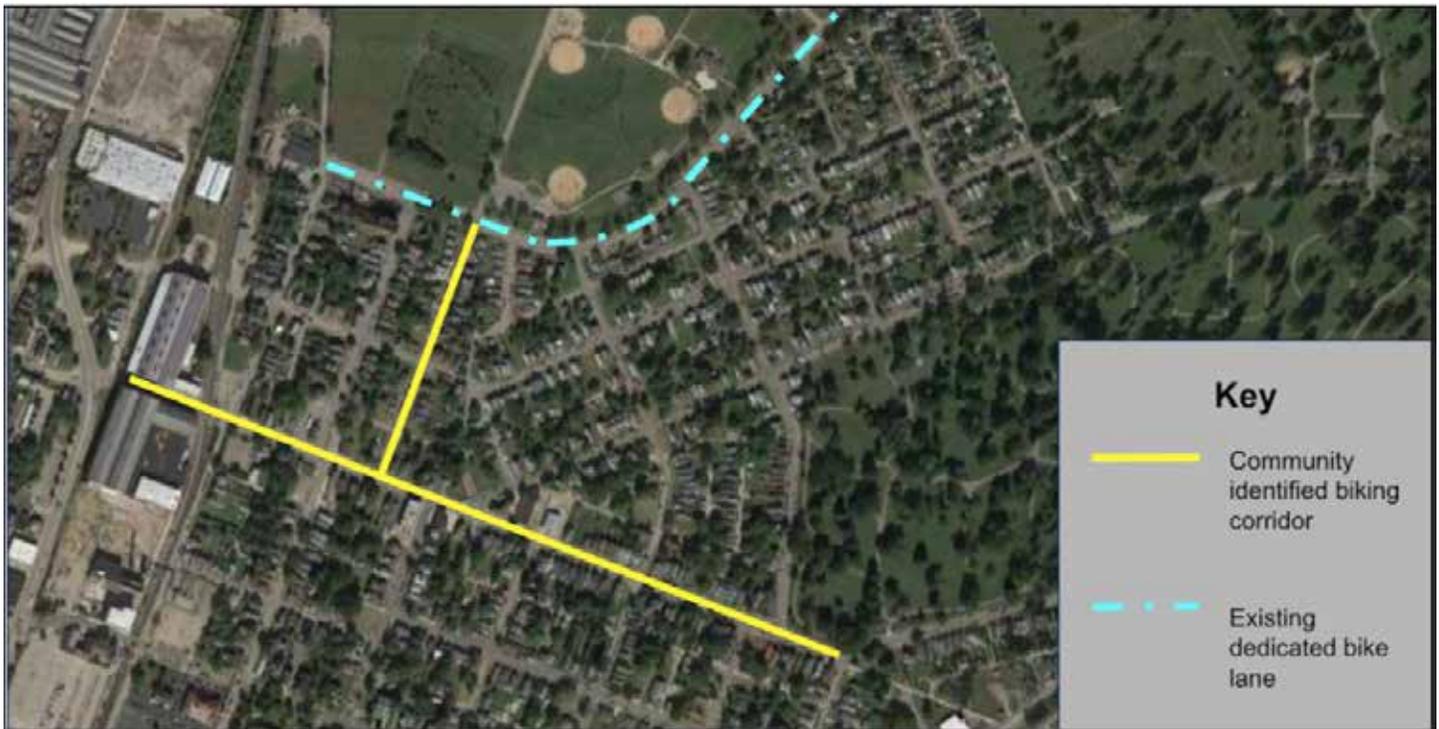
Safe Mobility and Livability

Connectivity

Plan Hamilton places an emphasis on improving mobility and livability. North End streets are both transportation corridors and neighborhood centers. Connecting Heaton St. with abutting neighborhoods, such as Dayton Lane, parks, and the multi-use trail along the Hamilton Hydraulic Canal will improve mobility and livability. As one of Hamilton’s traditional neighborhoods, the North End features existing connectivity features such as sidewalks on both sides of the road. In order to identify how we can build upon the current elements connecting the North End, we discussed common routes and daily routines that residents within the North End use.

Corridor Analysis:

Biking Corridor



Community identified biking corridor based on community input workshop

The community leaders in our workshop identified a desire to be greater connected to Joe Nuxhall Field. Currently, there is a dedicated bike lane on Joe Nuxhall Blvd., stretching from N 6th to where Joe Nuxhall Blvd becomes Campbell Dr. A possible way to connect Joe Nuxhall Field to Heaton St., one of the North End’s main arterials, is through dedicated bike lanes on both Heaton and N. 7th St.

Primary Pedestrian Corridor



Heaton is both a major corridor for pedestrians as well as vehicles. Our reasoning is that community members have identified this major artery in the North End as where they would like to see the most revitalization. This, partnered with Plan Hamilton’s goal of promoting walkability, is a strong reason to target Heaton as a “gateway to Hamilton”.

Recreational Corridor



Joe Nuxhall Field was mentioned a multitude of times during our community input session. Community leaders expressed their interest towards the possibility of incorporating a vast area of recreational activities at Joe Nuxhall Field. Not only would this make the fields more appealing to Spooky Nook visitors, but the fields would be more functional for the North End community.

Streetscaping

Existing Conditions

The streetscaping improvements will mainly be focused along Heaton Street, as it is a main corridor in the neighborhood. The street will also become a major thoroughfare with the opening of the Spooky Nook Sports complex, which will lead to an increase in traffic. Our goal as emphasized by the North End community is to focus on improving pedestrian safety as well as traffic calming. This goal will be accomplished through implementing principles of Complete Streets.



Existing Heaton St at N 7th St



Existing Heaton St at Greenwood Ave

What are Complete Streets?



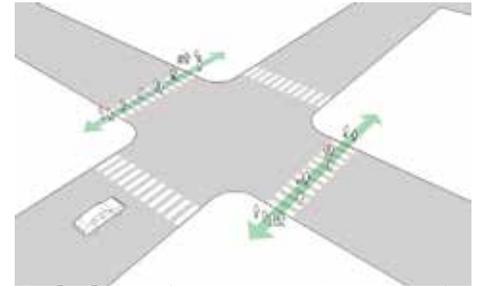
Complete street template from NACTO Urban Street Design Guide

Complete streets are streets designed with best practices to be safe and accessible for all users, of all ages and abilities.

Pedestrian Safety and Traffic Calming

Marked Crosswalk

Reduces pedestrian-vehicle conflict by designating an area for pedestrians to cross the street. Using a stripe pattern in the crosswalk.



Marked crossing. Source NACTODesign

Rapid Flashing Beacon

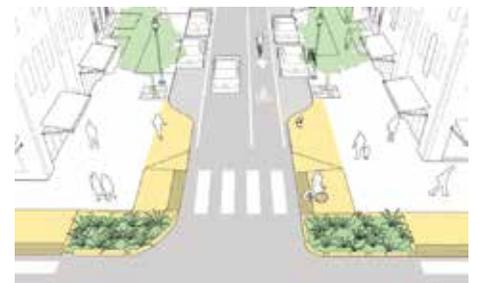
Alerts motorists of pedestrians in the crosswalk, to ensure yielding and decrease any conflict.



Rapid flashing beacon. Source TAPCO

Curb Extension

Reduces crossing distance for pedestrians by extending the sidewalk into the parking lane. They also calm traffic as well as provide opportunities for street trees or planters.



Curb extension. Source NACTO

Vertical Speed Control Elements

A portion of the road or an entire intersection is raised 3"-3.5". Encourages yielding to pedestrians in crosswalks and calms traffic.



Raised intersection. Source NACTO

Possible Pedestrian Safety Improvements and Locations

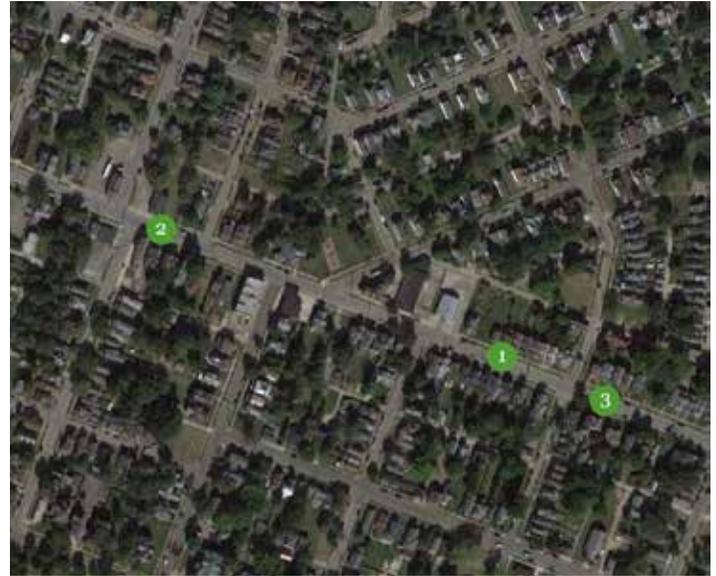
Pedestrian safety is one of the main improvements to be made in the North End. Currently, there are only two marked intersections on this section of Heaton Street. During the charrette exercise, stakeholders indicated areas along Heaton Street that needed a crosswalk. Each crossing can be accompanied with rapid flashing beacons.

Locations for marked crosswalk

- Heaton and N 6th (Location 2)
- Heaton and N 9th (Location 3)

Location for Speed Table

- Heaton between N 8th and N 9th (Location 1)



Possible locations for crosswalks

Existing



Possible speed table at Heaton St. between N 8th St. and N 9th St. with rapid flash beacons.

Recommended



Existing



Potential marked crossing at Heaton St. at N 6th St. with rapid flash beacons.

Recommended



Existing



Possible marked crossing at Heaton St. at N 9th St. with rapid flash beacons.

Recommended



Sidewalk Enhancement to increase accessibility

In addition to pedestrian safety, sidewalk enhancement is also critical to the success of pedestrian-oriented mobility. Enhancements such as added benches and street trees create a welcoming environment for pedestrians, promoting walking. Additionally, businesses are encouraged to utilize the front of their building in order to create a more vibrant experience. Beyond the sidewalk are areas designated for cyclists, promoting safe mobility.



Possible street furniture on 7th and Heaton Street with colored bike lanes.

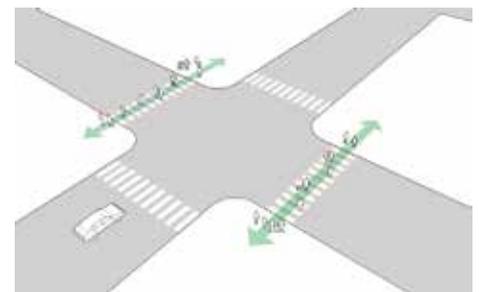
Heaton Street & Greenwood Avenue Intersection



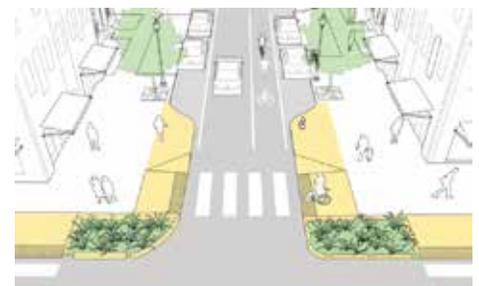
1. **Raised Intersection**- The entire intersection is raised 3-3.5 inches to enforce yielding to pedestrians as well as slower speeds.



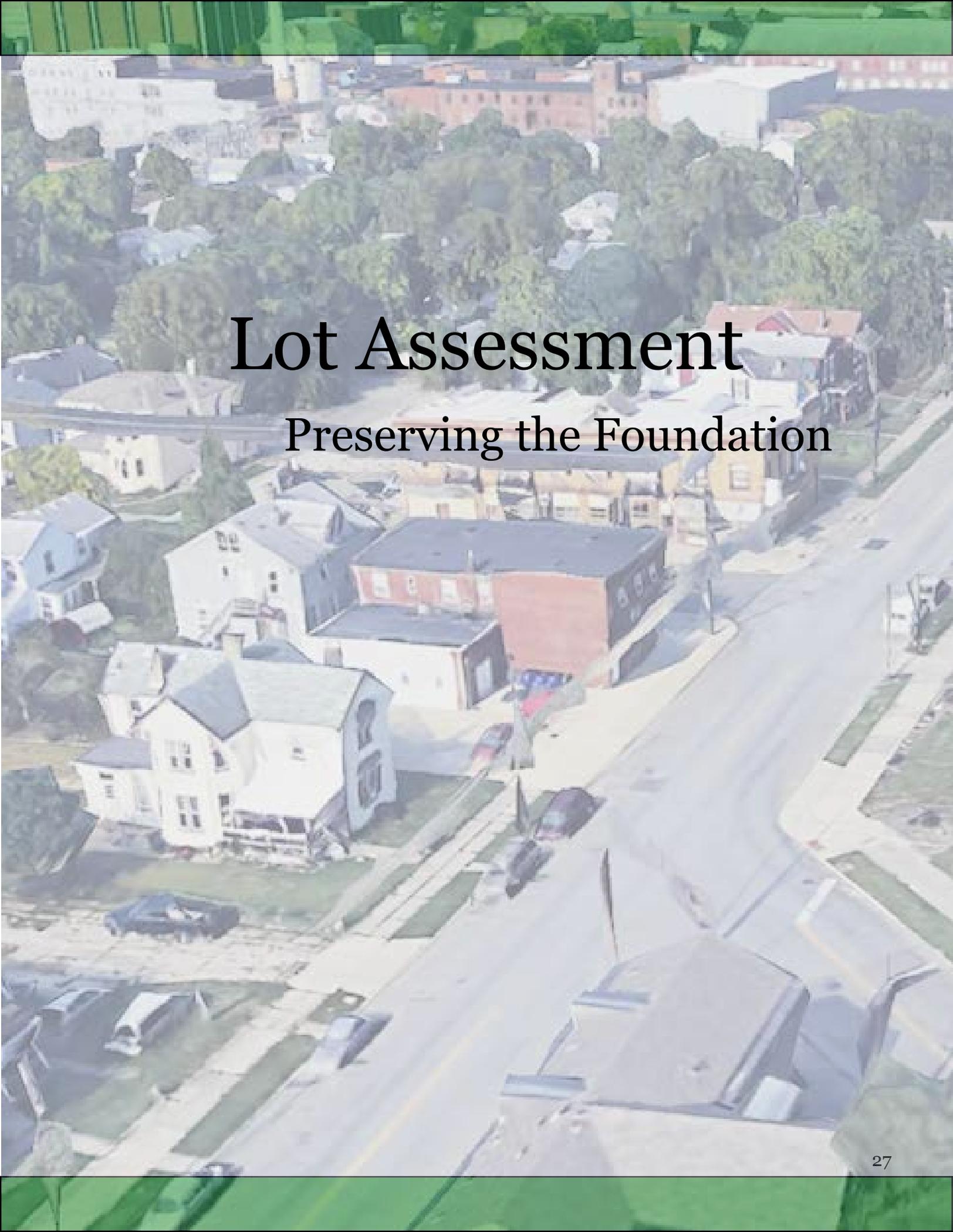
2. **Marked Crosswalks**- Designated areas for pedestrians to cross marked by stripes to reinforce pedestrian safety accompanied by rapid flashing beacons.



3. **Curb Extension**- Extension of the sidewalk into the parking lane. Decreases crossing distance for pedestrians and calm traffic.



4. **Street Trees or Planters**- Encourages walkability and improves the sidewalk landscape, making it more inviting to pedestrians also has traffic calming effects.

An aerial photograph of a residential neighborhood. The houses are mostly two-story structures with various roof colors and styles. There are many green trees scattered throughout the area. A paved road with a yellow center line runs diagonally from the bottom left towards the top right. Several cars are parked along the side of the road. The overall scene is a typical suburban or urban residential area.

Lot Assessment

Preserving the Foundation

Street Façade

Comprehensive Overview

The importance of the Heaton Street Façade will be a direct reflection of the first impressions that visitors will have both coming into and leaving Hamilton’s Spooky Nook Complex. Heaton Street is a prime area for the North End Residents to showcase their character and channel redevelopment assessment and funding. Buildings along Heaton Street provide the face of the North End. While rich with historic architecture, many structures need reinvestment and revitalization. This comprehensive overview of the Heaton Street Corridor is intended to guide the implementation of best practices set forth in this plan.



Through both windshield surveys and in-person analysis of the exterior housing, all properties adjacent to Heaton Avenue were evaluated. The existing conditions were then inventoried and assessed for redevelopment and reinvestment potential.

Predetermined Approach

The City of Hamilton has initiated the beginning of a Block by Block building Analysis Tool. The City of Hamilton's Neighborhoods team used this property rating key to assess property conditions in both the North End and Lindenwald neighborhoods to pilot a blight assessment tool.



This same Building Analysis Tool has been implemented on the Heaton Street corridor for a more in-depth analysis of the property condition. Through both windshield surveys and an in-person assessment, the housing exteriors were evaluated. The primary focus of the assessment was on properties directly adjacent to Heaton Street, although properties within the same block and on streets visible to Heaton Street have also been considered for redevelopment and further assessment.

Parcel Assessment and Results

The following map is the current analysis of the Heaton Street corridor. This street is the leading area expected to experience an influx of visitors bringing both traffic and economic opportunity. Although the Heaton Street Façade is in disrepair, investment redevelopment here will create a wealth of revitalization and economic vitality. The North End Neighbors are focused on this area and redirecting community driven tools as well as city reinvestment, non-profit, and private pay tools. Through the analysis of these properties, you can see what areas are mostly devastated and which areas need minimal intervention. This tool enables a strategic approach to acquisition, investment, and intervention.

As a key to this map it is important to consider the following:

Conditions considered are both temporary and significant conditions. Properties graded at a one (red) or a two (orange) are suffering from significant and possibly structural damage. Properties graded at a 3 (yellow) or a 4 (green) have little to no exterior damage but may need minor exterior cleanup and restoration. Additional considerations that should be assessed are proximity to park space, vacant buildings, and empty lots.

Vacant Properties

Vacant properties hold a substantial amount of ground on Heaton Street. As vacant properties currently sit unused, there are missed opportunities to make a blank space a beautiful place. The hazards that come along with vacant properties ultimately end up costing neighbors and municipalities far more in the long run.

The results of the block by block analysis on Heaton Street showed there was an empty and vacant lot identified on all but one block.

Vacant Buildings graded at one (1) are damaged beyond repair and are prime areas for vagrancy loitering and fostering illegal activities. Vacant buildings in poor conditions are a leading hazard for fire damage in neighborhoods and are prime locations for the allocation of demolition funds.

Empty Lots yield endless possibilities. These are places where both community members and other stakeholders can take advantage of low maintenance opportunities for community vibrancy.

Empty Lots yield endless possibilities. These are places where both community members and other stakeholders can take advantage of low maintenance opportunities for community vibrancy.



Targeting Revitalization Efforts

The following are tools that can be applied to the North End to help facilitate growth and prosperity within the neighborhood.

Neighborhood Initiatives

There are tools that are readily available to the North End Neighborhood to use on a smaller scale. The following are approaches the residents of the North End can use on a community-driven basis.

- Side lot program (City Intervention) serves as a means to get currently vacant lots into the hands of neighborhood residents. This applies to recently vacant lots that are directly abutting residential property. Side lot programs have guidelines and are implemented towards property owners in good standing with the City, as well as abiding by Health, Planning, and Zoning ordinances.
- Love your Block Implementation is a neighborhood revitalization grant from the to be used to support the efforts of citizen groups and local nonprofits to fight property blight through home repairs, lot transformations, and community cleanups.
- Micro-Grant Vision is intended to serve the residents of Hamilton by providing materials or reimbursable financial support for programs, projects, or events that promote citizen engagement, enhance the beautification of the neighborhood, and improve safety within the community.

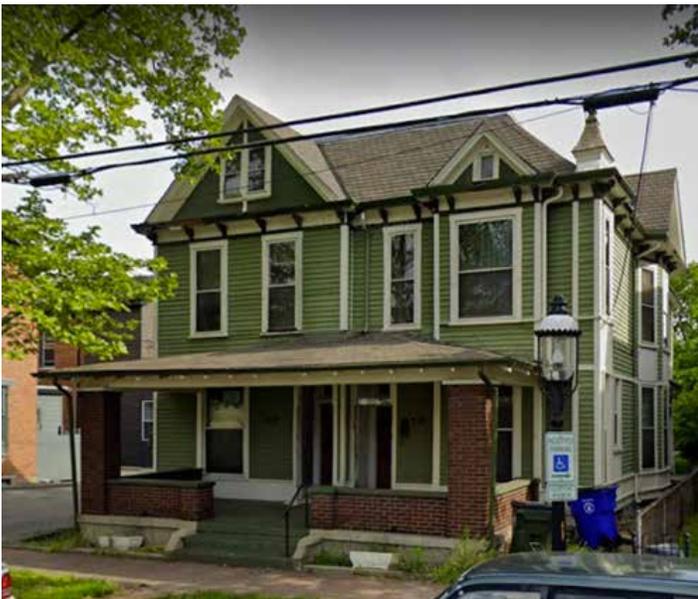


Residential Redevelopment

The Neighborhood Housing Services (NHS) of Hamilton, Inc. is a nonprofit community development organization that revitalizes communities. The NHS, in partnership with residents, the business community, government, and community leaders work on infill development which in turn raises price points in the housing stock. NHS restores neighborhoods one lot at a time while keeping the historical essence of the neighborhood secure.



The application of the corridor analysis should be directed in a way that encourages growth in both the residential quality of life and economic vitality. Residential restoration and redevelopment have had a significant impact on economic success, health, safety, and have restored market comps in a



stagnant residential market. A multitude of private resources are available to the City of Hamilton and have a proven positive impact on revitalizing Hamilton's Traditional neighborhoods. Public-Private partnerships have been essential in both parks including Marcum Park, and have had tremendous success with restoration in historic neighborhoods such as German Village with the help of C.O.R.E.

While the North End is deemed one of Hamilton's Traditional Neighborhoods, that does not take away the history that lies within the district. There are 28 historic structures still standing in Hamilton's North End Neighborhood. While most are on the southern end of Heaton Street, all contribute to the Historic essence and Heaton Street Facade.

Historic Preservation

Investing in the North End's history dives deep into the German and Appalachian culture of the area. Celebrated for its industrial past and hard-working residents who thrived in it, these historic structures were once the homes of those who built the foundation of this neighborhood. The majority of the remaining historic buildings lie within a 4 block corridor which also happens to be surrounding the Heart of Heaton Street.

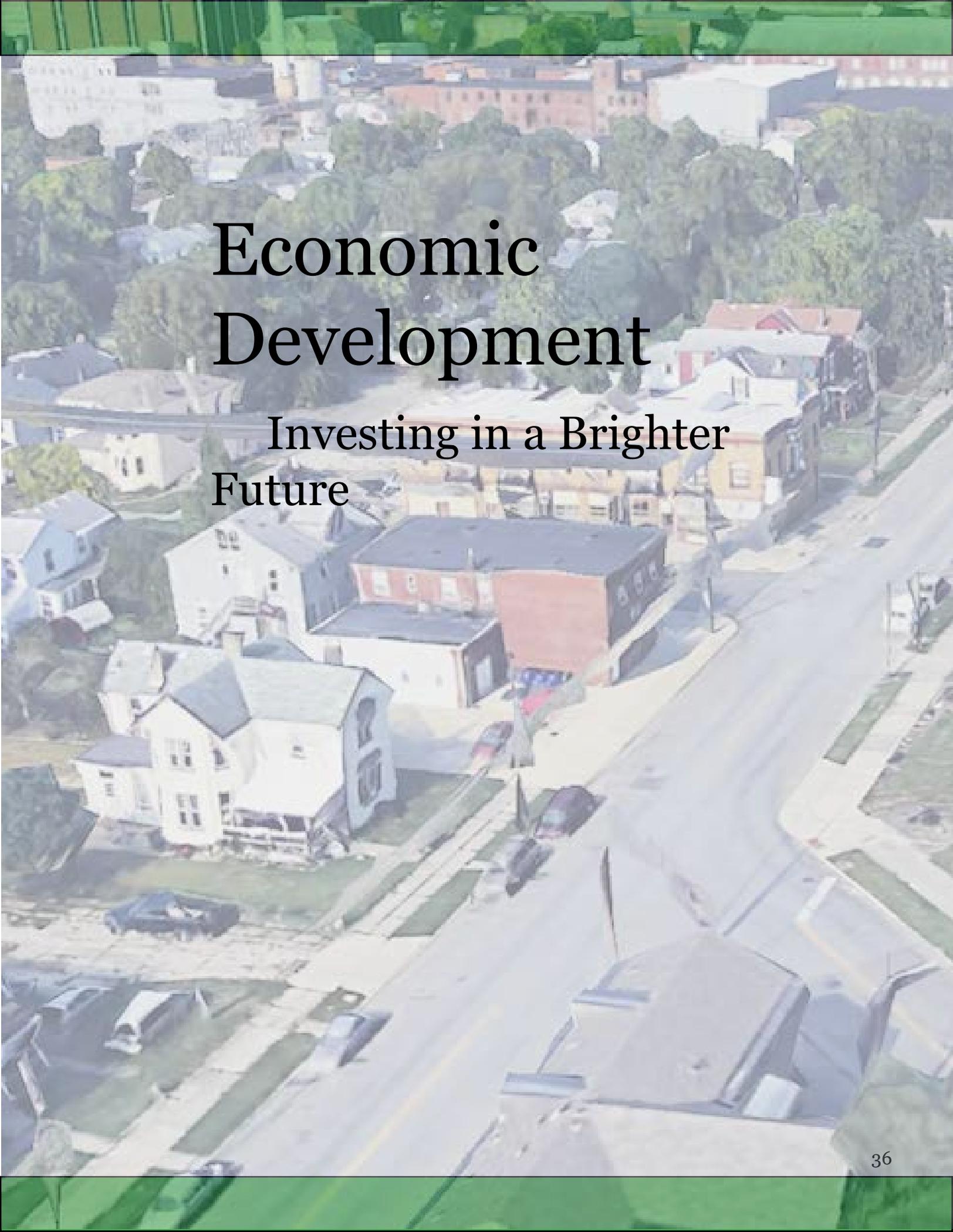


905 Heaton St

821 Heaton St

715 Heaton St

615 Heaton St.

An aerial photograph of a residential neighborhood. The image shows a mix of house styles, including a prominent white two-story house with a grey roof and a red brick building. A paved road with a yellow center line runs through the scene. The background is filled with more houses and green trees. The overall scene is bright and clear.

Economic Development

Investing in a Brighter
Future

Economic Development

Existing Conditions

North End residents have expressed a strong desire for more economic development and increased investment in the neighborhood. The North End has a rich history as a home for hard-working people that made a living in the surrounding factories and mills. However, as the factories closed and jobs were lost, the once prosperous community began to decline. The initiatives we are recommending are meant to build off of recent momentum to reverse this trend and aim to attract new residents, visitors, and businesses to the North End.



The North End is rich with historic architecture and spaces ripe for reinvestment and redevelopment

Activating Vacant Commercial

The North End has numerous vacant commercial spaces in prime locations. While attracting long-term tenants is often the priority, there should be a concerted effort to activate these spaces in some way until then. Our main recommendation is to encourage pop-up shops in these spaces until long-term tenants can be secured. Pop-up shops provide some revenue for property upkeep, while also encouraging entrepreneurship and contributing to the vibrancy of the community.



Potential vacant/underused commercial sites for activation

Additional programs that could help secure longer-term tenants include the introduction of a lease guarantor program and encouraging leases based on percent rent. The lease guarantor program would involve a community organization guaranteeing a portion of commercial leases to reduce the default risk to landlords for taking on a new to market or unproven tenant. The use of percent rent lease agreements would base the rent paid by tenants on their revenue to reduce the risk of opening. This could be especially useful to employ if the city acquires any commercial spaces in the neighborhood.



Potential vacant activation at 363 N 7th St



Glencove Building Cleveland, OH after reactivation

New Residential Development

The North End has a strong desire to improve the quality of their housing stock and to attract new residents to vacant and dilapidated homes. The area is designated as a traditional neighborhood, which is characterized primarily by higher density detached single-family homes and smaller multi-family properties, such as duplexes.

The primary focus going forward should remain on rehabilitating the existing homes when feasible. However, multiple contiguous vacant sites could be combined and lend themselves to slightly higher intensity projects, like townhouses. The successful completion of a larger new construction project in the neighborhood could encourage further development and raise housing standards throughout the neighborhood.

The reasons for pursuing this type of development include:

- Lower construction cost per unit than detached single-family homes
- Greater availability of government incentives than single-family homes
- Increased density without significantly deviating from current development patterns

Case Study: Infill Affordable Townhouse Project - Dayton, OH



Germantown Village was recently completed in Dayton, OH. The public-private partnership was built primarily on city-owned land and made use of the Low Income Housing Tax Credit Program and various government grant programs. It provides high-quality affordable housing and has spurred additional development nearby.

Adaptive Reuse of Industrial Buildings

The opening of the Spooky Nook Sports Complex will undoubtedly bring visitors from all over the country to Hamilton, Ohio. The North End's close proximity to the Spooky Nook complex puts it in a prime location to reap the economic benefits of this if the neighborhood can create compelling reasons to visit. One of the North End's greatest assets is the former paper mill at the edge of the neighborhood.

The Vision:

Former industrial spaces like this paper mill can provide a focal point for mixed-use redevelopment to attract visitors, while also providing benefits for current residents. Possible uses are virtually limitless and could include retail, office, multifamily, or even hospitality uses. The goal would be to attract a mixture of uses and model the project off of other successful adaptive reuse projects throughout the United States.



Abandoned paper mill: Hamilton, possible location for mixed use redevelopment

Successful Adaptive Reuse Projects



Retail Farmers Market: Findlay Market has helped catalyze mixed-use development in Cincinnati, OH



Art and Entertainment Venue: The Mellwood Arts Center attracts visitors for art exhibitions in Louisville, KY



Residential: A Wonder Bread bakery brought a restaurant and new housing options to Columbus, OH



Hospitality: a former engine factory has become one of the best hotels in Oklahoma City, OK

An aerial photograph of a residential neighborhood. The scene shows a mix of house styles, including a prominent white two-story house with a porch and a red brick building. A paved road with a yellow center line runs diagonally through the lower half of the image. The area is surrounded by green trees and lawns. The overall tone is slightly desaturated, giving it a soft, illustrative appearance.

Implementation

Step-by-Step Growth

Implementation Phases

Implementing our North End revitalization plan will take a lot of time, resources, and planning. In order to make the transformation as feasible as possible, we believe that it should be approached on a phase by phase basis. The initial phases would require the least amount of resources with a focus on short term growth. The final phases would require the most resources and planning but would yield the most significant impacts on the North End community.

Phase 1:

The facilitation of community space and city beautification initiatives can be done in the early stages of our revitalization plan. This phase needs to be done closely with the North End community members in order to be as impactful as possible. Additionally, public art needs to be incorporated to reflect local culture and the vision of the North End residents.



Phase 2:

Working with the Ohio Department of Transportation, the city can begin to implement the strategies outlined while following the guidelines set in place. Starting with the easiest strategies would build interest and create momentum throughout the entirety of the phase. For funding, the Ohio Department of Transportation has a grant program to help with new streetscaping as a way to promote alternative modes of mobility. Additionally, a Hamilton streets levy was recently passed



Phase 3:

The pinnacle of housing facade rehab is identification and implementation of preservation strategies. Vacant lot activation would be the initial focus. This would occur through the side lot program, urban and community gardens and parklets. The neighborhoods team can help facilitate grant proposals and projects. The second and most time consuming task would be to get stakeholders involved in the negotiating of housing stock redevelopment. Lastly, it will be necessary for public and private resources to come together (CORE and NHS) to facilitate these commercial and residential projects.



Phase 4:

The economic development initiatives in this plan are bold ideas that will take time to implement and often require collaboration with the private sector. The focus at the beginning of implementation should be creating the recommended programs that will be easier to implement than many of the specific projects. The first step for implementing the larger projects is connecting with the property owners and other stakeholders to sell them on the community's vision.



Conclusion

The North End has been identified as one of Hamilton’s “17 Strong Neighborhoods” for its limitless potential for revitalization. Neighborhood-scale planning, focused on the Heaton St corridor, can build upon Plan Hamilton to meet the goals set out in the Plan Hamilton comprehensive plan: improve residents’ quality of life, the walkability of neighborhoods, creating a stable environment to grow businesses and jobs through redevelopment, and improving local connections to developing community assets. The rich history of the North End, the substantial areas of parks and recreation, and the higher densities within the community have inspired community leaders and now, our team, to dream big and have a bold vision for what the North End could be. We are beyond grateful to be part of this ongoing revitalization process and we thank the community for their invested time, and trust in our team.



About Us

The North End Miami University Planning Team is composed of nine urban planning students with varying experiences and skill sets. We are thankful for the opportunity to work with the City of Hamilton and to the people of the North End for opening their community to us. Our goal is to communicate a vision highlighted by both North End residents and Plan Hamilton. Additionally, we want to provide a series of possible outlets to facilitate the creation of a revitalized North End.



Alex Macaуда - 2020, Finance, Urban and Regional Planning
Madison Jeffries - 2020, Urban and Regional Planning
Ryan Kelly - 2020, Finance, Urban and Regional Planning
Gergana Stambolieva - 2021, Urban and Regional Planning
Muchen Cao -2020, Geography, Urban and Regional Planning
Christian Campisi - 2020, Urban and Regional Planning, General business minor
Matt DeWine- 2020, Political Science Major and Urban and Regional Analysis Minor
Mason Kuhn - 2020, Urban and Regional Planning
Jessica Harp- 2020, Urban and Regional Planning



Planning Department
 345 High Street, 3rd floor
 Hamilton, Ohio 45011

For the Planning Commission Meeting of July 16, 2020

To: Planning Commission
From: Daniel Tidyman, Associate Planner
 Liz Hayden, Planning Director
Date: July 16, 2020

Subject: AGENDA ITEM #5 – New Business
 Major Amendment to Plan Hamilton adding the North End Corridor Revitalization Plan to the Plan.

Date: July 8, 2020

BASIC INFORMATION	
Applicant/Property Owner	City of Hamilton – Planning Department
Architect/Engineer/Consultant	N/A
Size of Property	N/A
Current Zoning	N/A
Proposed Zoning	N/A
Comp. Plan Land Use Designation	N/A
Special Purpose/CRA	N/A
ADJACENT LAND USE/ZONING INFORMATION	
N/A	
ZONING/DIMENSIONAL INFORMATION	
N/A	

Section A: Introduction & Background:

The North End neighborhood is one of Hamilton’s Seventeen Strong neighborhoods. At its peak, the area was a blue-collar neighborhood closely tied to the surrounding paper mills and other industries. However, as the factories closed, the neighborhood fell into decline. Although this neighborhood maintains many community strengths, we recognize the limitless potential for revitalization. With proper investment and new initiatives, the North End can return to the thriving place that it used to be. The plan was drafted by Miami students, City of Hamilton staff, and input from community residents and organizations.

Revitalization planning can help identify areas for improvement to guide policies, public and private investment, and shape new development. Our team of student planners created a plan focused on the Heaton St. corridor between Route 4 and Martin Luther King Jr. Blvd. Our revitalization goal can be completed through improvements to community space, streetscaping, connectivity, and economic development. In acknowledgment with the recently adopted Plan Hamilton, we created neighborhood-specific initiatives that align with both Plan Hamilton as well as community desired goals.

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 Community Development’s office at 513-785-7350 (24) hours before the scheduled meeting.



With the strategies presented in this plan, the North End can once again become a thriving neighborhood. Some of the recommendations made include:

- Gateways and entrance signage
- Public artwork
- Community gardens and recreation areas
- Bike and pedestrian path improvement
- Adaptive reuse of vacant properties

Section B: Petition Review:

The proposal is a submitted request by Planning Staff on behalf of the North End residents to have the North End Corridor Revitalization Plan adopted as part of Plan Hamilton, the city's newly adopted comprehensive plan. The proposal represents a "Major Amendment" to Plan Hamilton. City Council takes final action to approve or disapprove a Major Amendment to Plan Hamilton. The Planning Commission can choose to deny the proposed application or provide a favorable recommendation to City Council to approve the North End Corridor Revitalization Plan.

Section C: Recommendation:

The Planning Department recommends the following motion:

The Planning Commission provide a favorable recommendation to City Council to approve the North End Corridor Revitalization Plan.

Section D: Staff Comments / Basis:

1. The plan is consistent with recommendations of Plan Hamilton which call out for revitalization of neighborhoods surrounding the urban core.
2. The plan is consistent with recommendations of and goals of 17 Strong which identifies the North End and other neighborhoods in the City as inextricably tied to the overall success of the City of Hamilton.
3. The Plan provides a roadmap for future comprehensive study that inventories existing conditions and public input to establish a plan, or roadmap, to guide new development, neighborhood improvements, and investment opportunities within the North End.

Report continued on the next page



Attachments:

Exhibit A – [North End Corridor Revitalization Plan](#)



ORDINANCE NO. _____

AN ORDINANCE APPROVING A MAJOR AMENDMENT TO PLAN HAMILTON, THE CITY'S COMPREHENSIVE PLAN, ADDING THE NORTH END CORRIDOR REVITALIZATION PLAN TO THE PLAN. (City of Hamilton, Applicant).

WHEREAS, the City of Hamilton, Ohio, strives to preserve and enhance the Quality of life, community character and well-being offered to those who live, work, and visit the community; and

WHEREAS, the City's comprehensive plan, Plan Hamilton, will serve as a guide to the planning and development decisions of the city for the next fifteen years; and

WHEREAS, Planning Staff requests on behalf of the North End residents to have the North End Corridor Revitalization Plan adopted as part of Plan Hamilton, the city's comprehensive plan; and

WHEREAS, the North End Corridor Revitalization Plan proposal represents a "Major Amendment" to Plan Hamilton; and

WHEREAS, the North End Corridor Revitalization Plan is a comprehensive study that inventories existing conditions and public input to establish a plan, or roadmap, to guide new development, neighborhood improvements, and investment opportunities within the North End neighborhood; and

WHEREAS, the plan was drafted by Miami students in conjunction with the North End neighborhood, City of Hamilton staff, and input from community residents and organizations; and

WHEREAS, the plan focuses on the revitalization of the main neighborhood corridor of Heaton Street, improvement of existing housing stock, streetscape improvements, activating vacant commercial properties, and improved amenities at key locations in the neighborhood, and integrity of the existing community; and

WHEREAS, Plan Hamilton should be updated from time to time to respond to changes in the community and to maintain its accuracy, relevancy, and usefulness as a decision-making tool; and

WHEREAS, the North End Corridor Revitalization Plan was approved by the Hamilton Planning Commission at its meeting on July 16, 2020, which was a public hearing; and

WHEREAS, Council wishes to amend Plan Hamilton by adding the North End Corridor Revitalization Plan in order to create, promote, and enhance the quality of life for residents living in North End and residents of Hamilton.

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

SECTION I: That Council does hereby amend Plan Hamilton by adding the North End Corridor Revitalization. A copy of the North End Corridor Revitalization is on file in the City of Hamilton Planning Department office.

SECTION II: The City Manager shall be authorized to implement an official policy regarding the continual maintenance and periodic technical update of the North End Corridor Revitalization Plan as a key component of Plan Hamilton.

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

Ordinance No. _____ (Cont'd)

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Ordinance No. _____ (Cont'd)

EXHIBIT NO. 1

North End

Exponential Potential

Corridor Revitalization Plan



City Council Meeting Staff Report

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

Report From: Daniel Tidyman, Associate Planner
Edward Wilson III, AICP, Associate Planner II

Agenda Item: An ordinance approving a Conditional Use Certificate and approval for 535 Maple Avenue, to allow the reoccupation of an existing two story residential structure as a single-family residence, with a variance from the two (2) required off street parking spaces as required in Section 1137.27 of the Hamilton Zoning Ordinance, on property located in the I-1 (Limited Industrial) Zoning District. (Midwest Developers LLC, Property Owner and Applicant).

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input checked="" type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 9-9-2020 <input checked="" type="checkbox"/> 2 nd Reading Date: 9-23-2020 <input type="checkbox"/> Resolution Date: <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): 8-26-2020 Caucus Report City Council Meeting 8-20-2020 Planning Commission Meeting</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$500.00 Expenditure: \$500.00 Source Funds:</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to grant a Conditional Use certificate to allow the reoccupation of an existing two story residential structure as a Single-Family Residence, with a variance from the two required off street parking spots as required in Section 1137.27 of the Hamilton Zoning Ordinance (HZO), on property located in the I-1 (Limited Industrial) zoning district?

Policy Alternative(s)

Council may choose not to adopt such legislation to grant the Conditional Use certificate or may choose not to grant the variance. Council may also amend or add conditions of approval for the Conditional Use with a variance.



Staff Recommendation

Staff recommends that Council receives this report, concurs in the recommendation of the Planning Commission and adopts the necessary legislation to grant the Conditional Use certificate to allow the reoccupation of an existing two story residential structure as a Single-Family Residence, with a variance from the two required off street parking spots as required in Section 1137.27 of the Hamilton Zoning Ordinance, on property located in the I-1 (Limited Industrial) zoning district.

This recommendation is based on the Planning Commission's recommendation that City Council approve the request from its August 20, 2020 meeting.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Section 1123.00, City of Hamilton Zoning Ordinance: "I-1" (Limited Industrial District).
- Section 1155.00, City of Hamilton Zoning Ordinance: "Conditional Uses with Variances".
- Plan Hamilton.

Fiscal Impact Summary

The City's current fiscal impact includes any staff time allotted to working with the applicant and the preparation of the documentation for the proposed Conditional Use Certificate, estimated at approximately \$500.00.

Background Information

The submitted application pertains to a request by applicant and property owner, Dr. Faisal Khan of Midwest Developers LLC, to utilize Certificate to allow the reoccupation of 535 Maple Avenue, an existing two story Single-Family Residence with a variance request from two required off street parking spaces from Section 1137.27 of the Hamilton Zoning Ordinance.

The property is located within an I-1 (Limited Industrial) Zoning District and is regulated by Section 1123.00 of the Hamilton Zoning Ordinance. Section 1123.37 of the HZO defines Residential Uses as a conditional use in the I-1 Zoning District. As such, the application requires review and a favorable recommendation from the Planning Commission, as well as, final action from the City Council.

The site in question is 535 Maple Avenue, located on an interior lot across from Hinkel Body and Paint Shop. The property consists of a vacant two-story structure with a concrete pad in the rear. The site is located within the I-1 (Limited Industrial) District. The I-1 District allows residential uses as a Conditional Use if approved by the Planning Commission and City Council (See Exhibit B for the Conditional Use proposal and submitted plans).

History

This is the first time this specific request for the site in question has been heard by the Planning Commission.

1. The application is in response to an appeal of a public Nuisance Declaration to the property. The property owner appealed to the Nuisance appeals board at the June 11, 2020 meeting and the item was tabled in order for the property owner to submit a renovation plan to show a good faith effort. The applicant has removed all trash and garbage from the property and cleaned up the exterior of the property.
2. Staff has been consistently in contact with the property owner since the Nuisance Appeals Board meeting to evaluate the proposal and explain the required steps for facilitating the proposal.



The applicant is now moving forward with the appropriate steps to move forward with the rehabilitation and subsequent occupation of the property as a residential use within a Limited Industrial zoning district (I-1).

Application Synopsis:

The submitted application for Planning Commission’s consideration is for the following:

1. Conditional Use Certificate for renovation and reactivation of the structure for single-family residential on property zoned I-1 (Limited Industrial).

The submitted Development Plan proposes exterior and interior alterations, including a change from a two (2) unit residential building to a single-family dwelling unit.

The Development Plan proposes:

1. Renovation of first floor
 - a) Complete renovation of all rooms
 - b) Reconfiguring space with new walls to enclose bedroom one (1)
 - c) New appliances and fixtures
2. Renovation of second floor
 - a) Complete renovation of all rooms
 - b) Converting kitchen into bedroom
 - c) New appliances and fixtures
3. Renovation of basement
 - a) New washer/dryer
 - b) New stair winder above existing sewer pipe
4. Renovation of the exterior space and yard
 - a) Replacement of front and rear yard fencing
 - b) Replace damaged front porch corner post with like material.
 - c) Repair concrete pad in rear of property and made level
 - d) Replacing roof over rear patio

Hamilton Zoning Ordinance, Definitions (Section 1108.00) defines, family:

- “Family”: A person living alone, or two or more persons related by blood or marriage living together as a housekeeping unit, and occupying a single dwelling unit; or a group of not more than four (4) persons, who need not be related by blood or marriage, living together as a housekeeping unit by joint agreement and occupying a single dwelling unit on a non-profit, cost sharing basis.



Exterior and Site Improvements

The submitted Development Plans indicate the following:

1. Exterior improvements for the existing structure:
 - a. Fencing
 - i. Remove existing front yard chain-link fence
 - ii. Install 42" decorative metal fence in front yard
 - iii. Remove existing rear yard wooden fence
 - iv. Install 72" privacy fence in rear yard
 - b. Concrete Pad
 - i. Concrete Pad in rear of property will be repaired and leveled.
 - c. Rear Patio
 - i. Patio roof will be repaired
2. Parking
 - a. The site does not have any alley access for parking in the rear of the lot.
 - b. The only possible option for parking for a structure of this size would be to utilize public on street parking.
 - c. Applicant requests a variance to the off-street parking requirements of the HZO.
3. Lighting
 - a. Motion detected flood lights have been installed in the front and rear of the property for safety.

Further details pertaining to the specifics of the application can be found in the attached Staff Report to Planning Commission (please see Exhibit G).

Interdepartmental Review

The City's Interdepartmental Review Committee evaluated the proposed Conditional Use Certificate to allow a Single-Family Residence on a property in the I-1 (Limited Industrial) zoning district.

Planning received no objections on the final proposal submitted. The applicant is complying with City Departments to take the correct route to complete work through standard permitting procedure. The applicant is reducing the occupancy from a duplex to a single-family dwelling. The applicant has agreed to additional requests from Planning Staff which includes providing appliances such as a washer and dryer in the basement for tenants.

Notification

The Planning Department mailed Public Hearing Notices to the owners of fifty-seven (57) properties within five hundred feet (500') of the subject property per statute requirements. Staff posted a sign at the site, advertising the public hearing for the conditional use. (See Exhibit F).

Planning received no phone calls, inquiries, or objections to the proposal.



Planning Commission Recommendation:

Planning Commission made a recommendation that City Council to approve the Conditional Use certificate for single-family residential in an existing, vacant two-story residential structure with one variance at their meeting on August 20, 2020, using the following two (2) motions:

Request 1: Conditional Use Certificate for single-family residential in an existing two-story building, on property zoned I-1 (Limited Industrial).

- 1) **Motion: the Planning Commission takes action to recommend to City Council that they approve the Conditional Use Certificate for 535 Maple Avenue, to allow reoccupation of an existing structure with Single-Family residential, subject to the following conditions:**

Conditions of Approval:

1. Construction drawings and documents for the proposed improvements and work shall be revised subject to any current interdepartmental review comments and future review requirements of the City of Hamilton Interdepartmental Review.
2. The total amount of residential units at the building shall not exceed one (1) unit.
3. The Conditional Use and single-family residential use shall adhere to the City of Hamilton Zoning Ordinance regulations, including abiding by the HZO's definition of a family, which states that the dwelling units shall not be rented to more than four (4) unrelated individuals at the same time.
4. The Conditional Use and subject property shall adhere to all applicable building, health, public safety, and fire code regulations. If issues are identified, the City shall work with the property owner to remedy issues. If issues are not resolved in a timely manner, the Conditional Use shall be revoked.
5. No light glare from any light source on the property shall extend beyond the property lines.
6. The basement shall not be used for residential units, per State of Ohio Building Code. The storage units will not be built as rooms as shown on the building plans.
7. The building owner will make sure that the sidewalk remains in good condition and will repair any damage that occurs during construction.

Request 2: Request for one (1) variance from Section 1137.27 of the Hamilton Zoning ordinance pertaining to relief from two (2) required off street parking spaces.

- 2) **Motion: the Planning Commission takes action to recommend to City Council that they approve the variance request for 535 Maple Avenue, to grant relief from two (2) required parking spaces from Section 1137.27 spaces, subject to the following conditions:**

Conditions of Approval:

1. That the requested variance complies with Section 1155.30.D



Staff Basis / Comments

Rationale for Request 1: Conditional Use Certificate for single-family residential in an existing two-story building, on property zoned I-1 (Limited Industrial).

Staff finds the proposed Conditional Use for single-family residential on property zoned I-1 (Limited Industrial) district to be consistent with the intent and purpose of the Conditional Use regulations, and the purpose and intent of the Hamilton Zoning Ordinance in the following ways:

1. The proposed repair and renovation of the structure for a single-family residential use and proposed conditions will not substantially injure the neighboring property, or the public convenience, health, safety, and welfare. It will not be hazardous to existing or future land uses, and will comply with applicable development standards.
2. The proposed Conditional Use, single-family residential, is located in a district wherein such use can be permitted, due to nature of the building and its location in a traditional urban neighborhood, and its adjacency to R-4 (Multi-family Residential) district to the south.
3. The proposed project, single-family residential use will be harmonious with adjacent residential uses and will not change the essential character of the same area, due to the proposed restoration of the property.
4. The proposed Conditional Use will be adequately served by essential public facilities and services as part of the overall project.
5. The proposed Conditional Use has one vehicular approach to the property from Maple Avenue. The tenants will be able to utilize existing on street parking without interfering with traffic.
6. The proposed Conditional Use will not impede the normal and orderly development. The recommended conditions pertaining to the residential use will address restoring the building, potential litter, and orderliness and cleanliness of the property.
7. The proposed reactivation of an existing two-story structure with single-family is consistent with Plan Hamilton, the update to the City's comprehensive plan which identifies the area for Urban Mixed Use, promoting traditional residential category where existing homes exist or such housing supports nonresidential uses.
8. The submitted plans meet the requirements of City Staff and have been approved with no objection through the interdepartmental review process.

Rationale for Request 2: Request for one (1) variance from Section 1137.28 of the Hamilton Zoning ordinance pertaining to relief from two (2) required off street parking spaces.

1. There are exceptional circumstances that apply to this property. The existing size of the property and its location do not provide the means for off-street parking. There is no alley access for parking in the rear of the property. Paving an access drive in the front of the property would remove what little greenspace is currently present on the property.
2. Not granting this variance would infringe on the property rights of the owner. Denying this variance request would prevent the property owner from completing renovations and occupying the property with a tenant.
3. Granting this variance will not be detrimental to the property or surrounding properties. Granting this variance will allow the property owner to proceed with renovations and occupy this structure as a single-family residence. Adequate public on street parking can still be provided in front of the property.



4. The request is not of general nature given the location and existing conditions of the property. Although most properties in traditional neighborhoods have alley access for parking in the rear. This property lacks alley access for off street parking in the rear and lacks space in the front yard to create a parking space.

Attached Information

- Exhibit A – Location Map
- Exhibit B – Application for Conditional Use
- Exhibit C – Proposal and Site Plans
- Exhibit D – Zoning Map
- Exhibit E – Photos of 535 Maple Avenue
- Exhibit F – Public Hearing Notice: 535 Maple Avenue, Conditional Use proposal
- Exhibit G – Report to the Planning Commission
- Exhibit H – Conditions of Approval

Copies Provided to:

N/A



**535 Maple Avenue, Conditional Use
Exhibit A - Location Map**



Areas

Override 1

Site Address Points

535 Maple Avenue



**535 Maple Avenue, Conditional Use
Exhibit B - Conditional Use Application**

CONDITIONAL USE APPLICATION

Note: Staff correspondence pertaining to updates on your application, including reports and notifications, is conducted via email. Please be sure to include an email address for each of the contacts below. Staff is also able to notify additional individuals by providing their name and email address on a separate page titled "Additional Contacts" which should be included within your application.

PROPERTY ADDRESS: 535 MAPLE AVENUE, HAMILTON OH 45011

Property Owner: MIDWEST DEVELOPERS LLC

Owner's Mailing Address: 5047, OAKBROOK LANE, MASON OH 45040

Email Address: midwest.devllc@gmail.com **Phone Number:** 513-703-9888

Applicant's Name (if different from owner): FAISAL KHAN

Applicant's Mailing Address: 5047, OAKBROOK LANE, MASON OH 45040

Email Address: faisalmar@gmail.com **Phone Number:** 513-703-9888

Architect / Engineer: Local Contractors Registered with the City of Hamilton

Mailing Address: _____

Email Address: _____ **Phone Number:** _____

Previous Legal Use of Property: Residential Property

Date Previous Use Discontinued: 2015-2016

Proposed New Use of Property: Residential Property

PLEASE NOTE:

Incomplete applications or applications missing the required materials necessary to conduct a review will not be reviewed by staff nor will they be placed on the agenda to be heard by the Planning Commission until all required information has been submitted.

CERTIFICATION:

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

Applicant's Signature: [Signature] **Date:** 7/15/20

Property Owner's Signature: [Signature] **Date:** 7/15/20

For questions or more information, please contact Planning at 513 785-7350 | www.hamilton-city.org

A 202691

City of Hamilton
Date: 8/6/2020
Acct: 32720
Name:
Receipt #: 01809365
Payment Total: \$200.00
Credit Card Tendered #: 9200.00

Conditional Use Review Criteria – 535 Maple Avenue, Hamilton, OH 45011

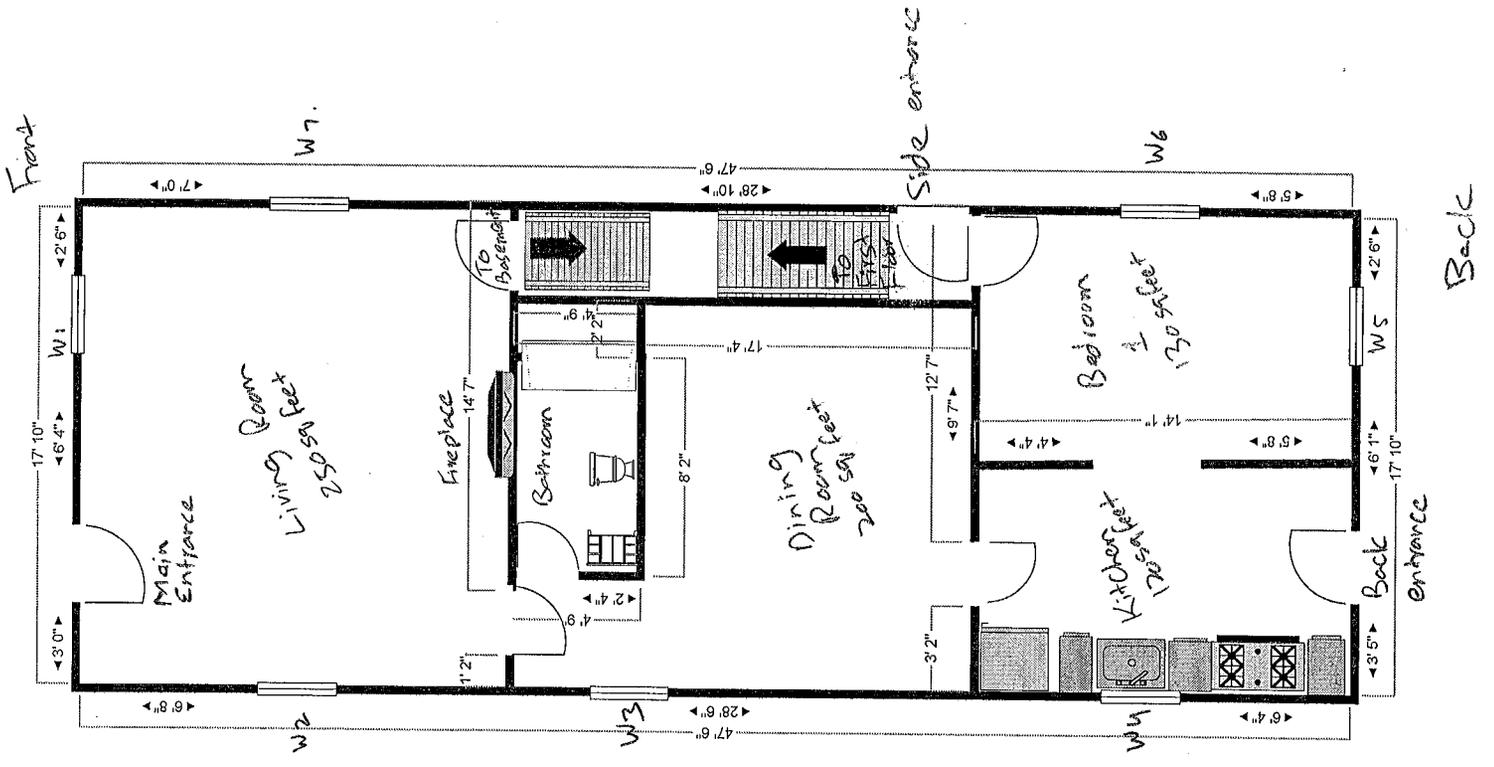
The proposed Conditional Use is consistent with the following General Standards:

1. This property is located in a district wherein residential properties are permitted. This house was being used as a residence before it was vacated and sold by the Butler County during the sheriff's sale. There are three houses (with families living in them) next to this property. There is also an occupied house right behind this property.
2. This residence after rehabilitation will help improve the outlook of the neighboring properties and will not adversely effect the appropriate use of the neighboring property.
3. The structure of this property will be harmonious with the existing character of the vicinity. This will be the most updated house in the immediate neighborhood.
4. This residence will be adequately served by essential public facilities and services. All of the residential services that this house had previously will be re-established and maintained.
5. The property will utilize the vehicular approach form the main road without interfering with traffic on surrounding streets.
6. All developmental standards will be maintained during the rehabilitation of this property. It will undergo serial inspections by the City of Hamilton building department.
7. The proposed conditional use will not be hazardous to or have a negative impact on the existing or future neighboring uses.
8. This property being used as a residence will not involve any activities that will be detrimental to the general welfare of the surrounding area.
9. This residence will not impede the normal and orderly development or improvement of the surrounding property.
10. This house being zoned as a residence will help improve the aesthetic outlook of the vicinity and is consistent with the goals of uplifting the City of Hamilton.

Exterior Renovations

- We will remove the current metal fence at the front of the property.
- We will install 3.5 feet high metal fence at the front property line
- We will remove the current wooden fence at the back of the property
- We will install 6 feet high wooden fence at the back property line
- The corner post at the front porch (close to the entry door) will be replaced with a new post
- The rest of the posts will receive fresh paint.
- The concrete pad on the back of the property will be repaired to make it even and plane.
- The roof over the back patio will be repaired

First Floor Current

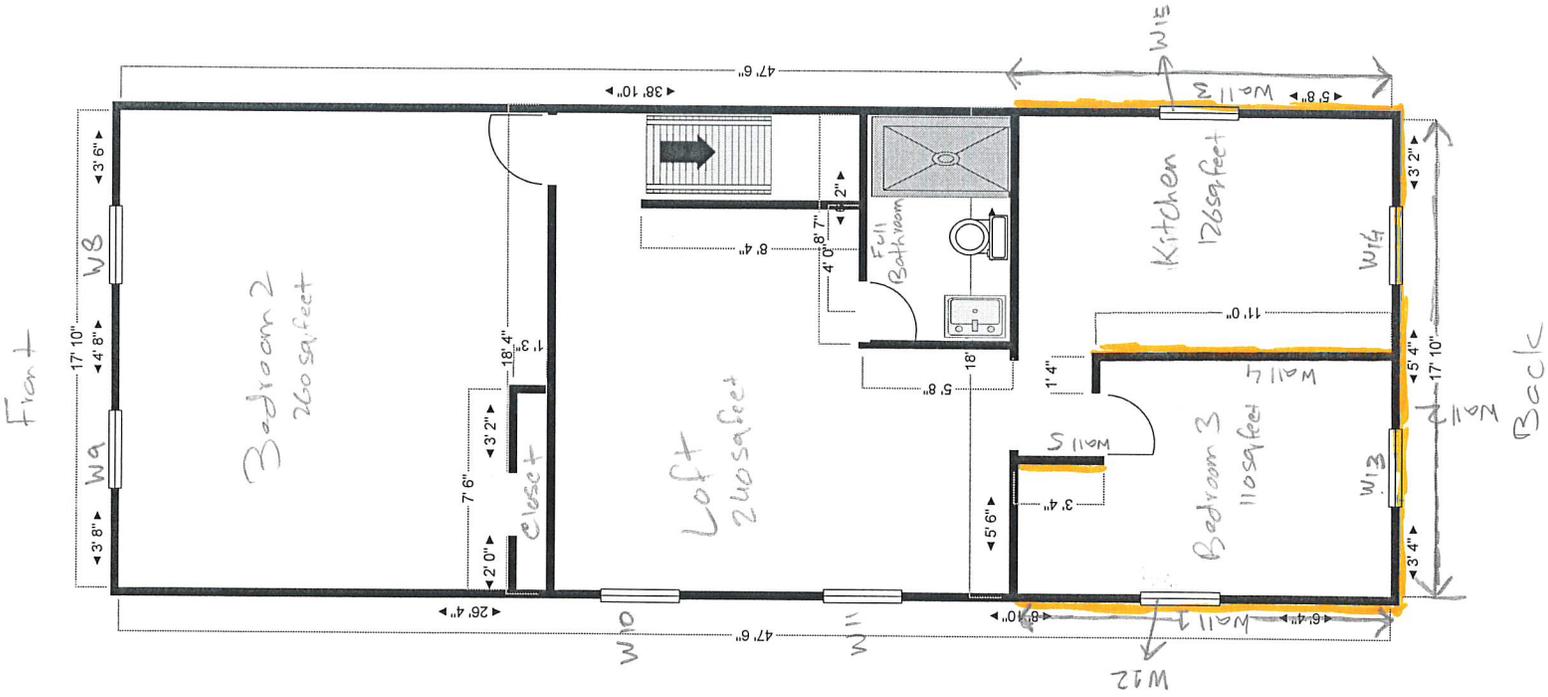


Back

First Floor Renovation (Please compare “Current” and “Proposed Renovation” diagrams)

- Will close off the door currently between Bedroom 1 and stairs going up to second floor
- Will demolish the wall between the kitchen and Bedroom 1. This wall is only supporting the false ceiling above these two rooms. The false ceiling will also be demolished
- New wall will be built between Kitchen and Bedroom 1. This wall will not have any opening.
- Entry to bedroom 1 will be created through the dining room.
- Entry to the staircase going up to second floor will also be created through the dining room.
- The false ceilings in the dining room, kitchen and bedroom 1 will be demolished.
- New dry wall will be installed on the original ceilings of these rooms
- R13 insulation will be installed in the middle floor above these rooms
- The wall paper on the living room ceiling will be removed and any damaged area of ceiling will be repaired. The ceiling in the living room is the original ceiling
- Current drywall/plaster on all the walls on this floor will be removed
- New R15 (for 2x4 walls) or R21 (for 2x6 walls) will be installed in all exterior walls
- New dry wall will be installed on all the walls
- New pergo flooring will be installed in all rooms
- New bathtub with shower will be installed in the bathroom
- New toilet will be installed in the bathroom
- New vanity will be installed in the bathroom
- New cabinets will be installed in the kitchen
- New refrigerator and gas stove will be installed in the kitchen
- All 7 windows on this floor will be replaced with new windows
- All 3 entry doors (front, back and side) will be replaced

Second Floor
Current

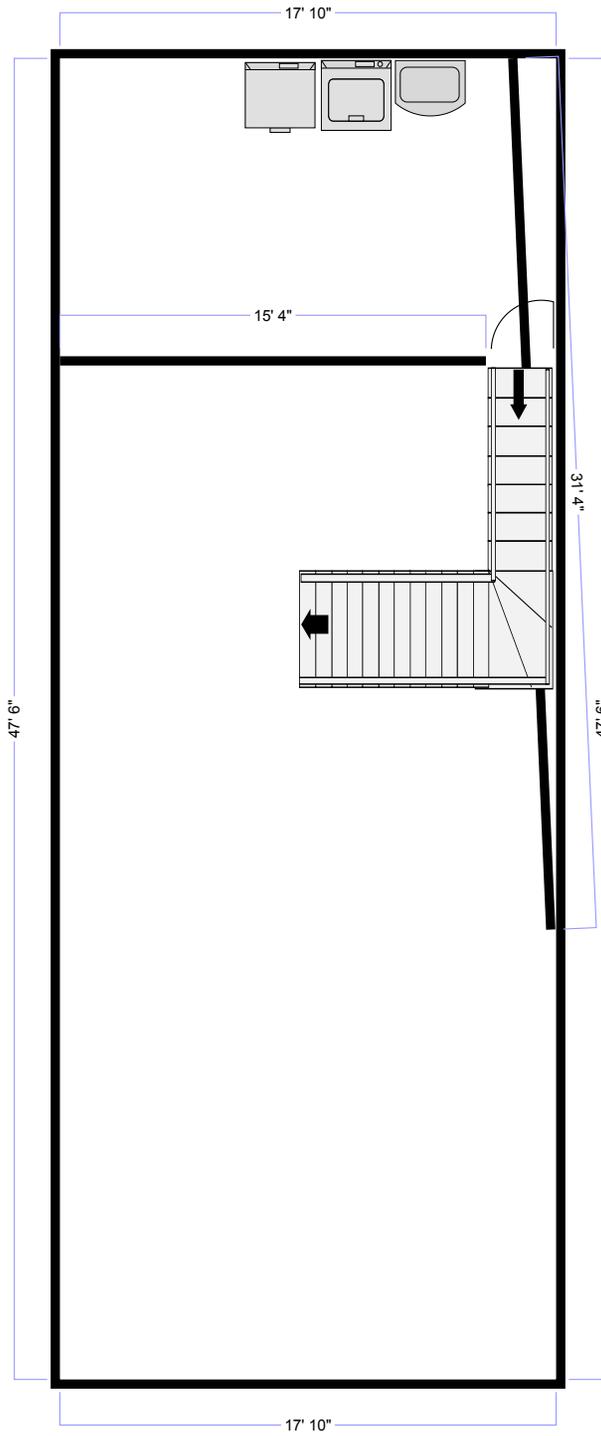


Front

Back

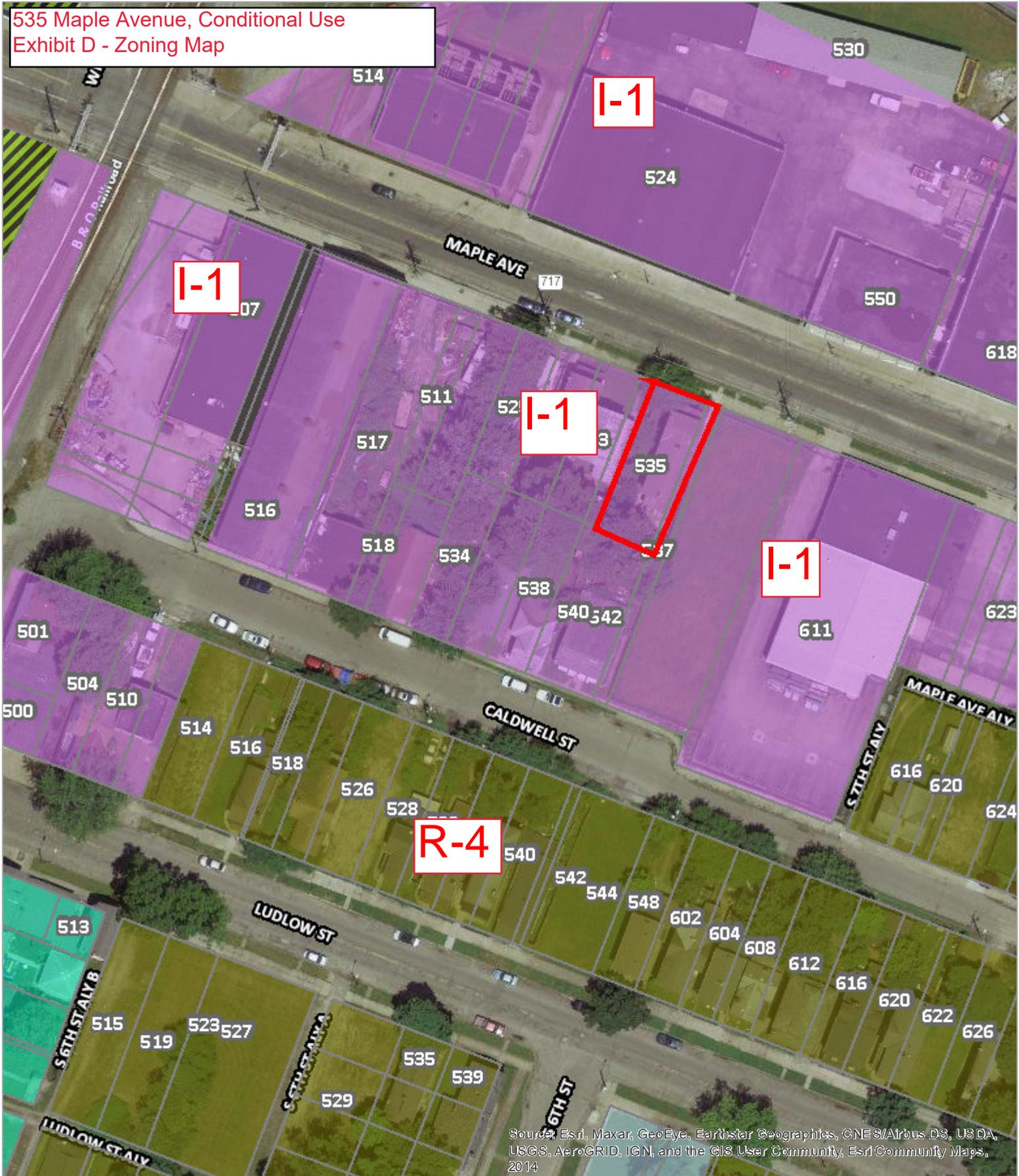
Second Floor Renovation (Please compare “Current” and “Proposed Renovation” diagrams)

- Walls 1,2,3,4,5 (shown in orange color) will be demolished (burnt)
- Ceiling, roof and roof framing (joists, rafters) above Bedroom 3 and Kitchen will be removed.
- New framing for walls 1,2 and 3 will be installed, 2 x 6
- New framing for wall 4,5 will be installed, 2 x 4
- Kitchen will be converted to Bedroom 4
- New roof framing will be installed over bedrooms 3 and 4
 - Ceiling joists (2 x 6) 16 inches on the center; we anticipate replacing and installing a total of 12-15 joists which will run between the two exterior walls (wall1 and wall 3). No overlapping over the interior wall 4
 - Roof rafters (2 x 8) 24 inches on the center, we anticipate 10-12 on each side of the ridge board
 - Roof pitch 4:12
 - Ridge ventilation system
 - Asphalt shingles
 - Soffit and siding installation where new roof framing is being installed
 - R38 insulation between ceiling joists
- Kitchen will be converted to Bedroom 4. We will remove the gas line
- Windows 12 and 15 currently present in Bedroom 3 and kitchen, respectively, will be removed in the new framing
- Closet space will be created in bedrooms 3 and 4
- Current drywall/plaster on all the walls on this floor will be removed
- New R15 (for 2x4 walls) or R21 (for 2x6 walls) insulation will be installed in all exterior walls
- New dry wall will be installed on all the walls and ceilings
- New pergo flooring will be installed in all rooms
- New stand up shower will be installed in the bathroom
- New toilet will be installed in the bathroom
- New vanity will be installed in the bathroom
- All 6 windows on this floor will be replaced with new windows



Basement Renovations

- Currently sewer pipe is running through the stairs.
- A stair winder will be installed just above the point where pipe crosses through the staircase (see proposed renovation diagram) so that the pipe now passes just below the staircase.
- Washer and dryer will be installed in the basement under the staircase. Water drainage from the washer will be through a sump pump installed under a tray laundry sink and connected to the water drainage line for drainage (see attached diagram)



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014



- Areas**
- Override 1
 - Site Address Points

535 Maple Ave Zoning Map



535 Maple Avenue, Conditional Use
Exhibit E - Photos of Existing Conditions





535

NO TRESPASSING
PRIVATE PROPERTY

Aug 13, 2020 1:52:58 PM
Hamilton



NO
TRESPASSING
PRIVATE PROPERTY
VIOLATORS WILL BE
PROSECUTED

535



NO TRESPASSING
PRIVATE PROPERTY
VIOLATORS WILL BE PROSECUTED

535



Aug 13, 2020 1:52:47 PM
Hamilton



August 7, 2020

NOTICE OF PUBLIC HEARING

Attention Property Owner:

The City of Hamilton Planning Commission will hold a public hearing on **Thursday evening, August 20, 2020 at 6:00 P.M.** in the Council Chambers of the City Building located at 345 High Street, and via Zoom online webinar, at: <https://zoom.us/j/99601139722>. Webinar ID: 996 0113 9722.

The agenda for this hearing includes the following item:

- LOCATION:** 535 Maple Avenue (P6441019000067), Across from Hinkel's Body & Paint Shop, See map on the reverse side.
- APPLICANT:** Midwest Developers, LLC
- REQUEST:** The applicant is requesting a Conditional Use Certificate to allow the reoccupation of an existing vacant two-story structure as a Single Family Residence, on a property located in an I-1 (Limited Industrial) zoning district.

You are a property owner within 500 feet of the subject property and as such are required by statute to be notified of this public hearing.

An application for this project (revised site plan, images) as well as the Commission Bylaws are on file in our office and available for your review. These materials, in addition to future updates and reports completed by staff during the review process, can be found online at: <https://www.hamilton-oh.gov/planningcommission>

The Planning Commission Agenda containing the staff report, application, and site plans will be updated as we approach the date of the Planning Commission meeting: Agenda link - <https://tinyurl.com/pc08202020>.

Due to recent state mandates, the Planning Commission meeting shall be held remotely. Staff will hold the meeting through an online service and allow citizens to call into the meeting or access the meeting via website. We encourage you to access the meeting through the options below.

Call: 1 (929) 205-6099 and when prompted dial the Webinar ID: 996 0113 9722
Or use this website link to access the online meeting: <https://zoom.us/j/99601139722>.

If you have any questions or comments concerning this matter, please forward your comments in writing for presentation at the meeting, or, please contact the Planning Department via email at planning@hamilton-oh.gov or contact **Ed Wilson, AICP** or **Liz Hayden, Planning Director** of the City of Hamilton Planning Department at (513) 785-7350.

Sincerely

Edward Wilson III, AICP

Mr. Ed Wilson, AICP
Associate Planner II

See Reverse Side for Public Hearing Notification Map



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014



Areas

Override 1

Site Address Points

535 Maple Avenue





Planning Department
345 High Street, 3rd floor
Hamilton, Ohio 45011

Agenda Item #3
535 Maple Ave

For the Planning Commission Meeting of August 20, 2020

To: Planning Commission
From: Daniel Tidyman, Associate City Planner
Ed Wilson III, AICP, Associate Planner II
Date: August 10, 2020

Subject: **AGENDA ITEM #3 – New Business**
535 Maple Avenue– Conditional Use

APPLICANT: Faisil Khan on behalf of Midwest Developers, LLC., Property Owner

LOCATION: 535 Maple Avenue, Hamilton, Ohio
Location⁵ ([Zoning Map](#)) | Location⁶ ([Google Maps](#))

REQUEST: Conditional Use Certificate to allow the reoccupation of an existing vacant two-story structure as a Single-Family Residence on a property located in an I-1 (Limited Industrial) zoning district. One (1) variance request pertaining to off street parking requirements from Section [1137.28](#) of the Hamilton Zoning Ordinance.

BASIC INFORMATION		
Applicant/Property Owner	Dr. Faisil Khan on behalf of Midwest Developers, LLC., Property Owner	
Architect/Engineer/Consultant	N/A	
Size of Property	3,049 square feet	
Current Zoning	I-1 (Limited Industrial) as listed in Section 1123.00 of the Hamilton Zoning Ordinance (HZO)	
Size of Revision	3,049 square feet	
ADJACENT LAND USE/ZONING INFORMATION		
Direction	Land Use	Zoning
North	Hinkel Paint and Body Shop	I-1 (Limited Industrial)
South	Residential	I-1 (Limited Industrial) and R-4 (Multi-Family Residence District)
East	K & R Landscaping	I-1 (Limited Industrial)
West	Residential	I-1 (Limited Industrial)

⁵ Shows 535 Maple Avenue using the Public Zoning Map

⁶ Shows the location of the site in question using Google Maps:

<https://www.google.com/maps/place/535+Maple+Ave.+Hamilton,+OH+45011/@39.396542,-84.5575045,208m/data=!3m2!1e3!4b1!4m5!3m4!1s0x88404656c4b27e5b:0x3b9508d1f9d802a9!8m!2!3d39.396542!4d-84.5569573>

Report continued on the next page





Staff Report Contents: 535 Maple Avenue, Conditional Use with Variance

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Section A: Introduction and Background

Section A.1: Project Overview

The submitted application pertains to the renovation and utilization of the building on the site in question, 535 Maple Avenue (See [Exhibit A](#)) as a single family residence dwelling. The I-1 (Limited Industrial) Zoning District allows for residential uses as a Conditional Use if approved by Planning Commission and City Council (see Exhibit [B](#) & [C](#) for the conditional use proposal and submitted project plans).

Section A.2: Existing Site Conditions

The site in question consists of one (1) parcel for a total area of 3,049 square feet. The property contains a two-story, metal sided, building. The structure has an entrance on the front, side, and rear facades of the structure. The floor plan of the first floor indicates a living room, dining room, kitchen, bedroom, and bathroom. The second floor currently shows spaces for a two (2) bedrooms, a loft, kitchen, and bathroom. Exterior improvements include an existing metal fence in the front yard, privacy fence on the rear property line, and a concrete pad in the rear of the property (see [Exhibit E](#) for photos of the property).

Section A.3: History

This is the first time this specific request for the site in question has been heard by the Planning Commission. The property is being brought to the Planning Commission after recently appealing to the Nuisance Appeals Board. The applicant purchased the property in in November 2019 through Butler County Sherriff Sale with the transfer being completed in April 2020. The purchase was made sight unseen and without the knowledge that the property was declared a public nuisance in March 2020.

The property has a history of complaints including tall grass/weeds, securing the structure, repairs to the exterior, repairs to the interior, garbage/rubbish, people residing within the structure without running utilities, fire and rehabilitation or demolition orders. A fire occurred on May 24, 2015 damaging the interior and exterior of the second floor (See [Exhibit E](#) for photos of the interior of the building).

The applicant's appeal to the board was tabled at the June 11, 2020 Nuisance Appeals Board (NAB) to allow the applicant the opportunity to show a good faith effort to submit permit applications and rehabilitate the property. Since the NAB meeting, the applicant has cleaned all garbage out the building, submitted a rehabilitation plan, and submitted a building permit application. Staff noted that residential uses are a Conditional Use. Staff scheduled a pre-application meeting with the applicant to discuss the process and the applicant submitted an application shortly after.

Report continued on the next page





Section B: Development Plan Review

Section B.1: Development Plan Overview ([Exhibit B](#))

The submitted Development Plan proposes exterior and interior alterations, including a change from a two (2) unit residential building to a single-family dwelling unit.

The Development Plan proposes:

1. Renovation of first floor
 - a) Complete renovation of all rooms
 - b) Reconfiguring space with new walls to enclose bedroom one (1)
 - c) New appliances and fixtures
2. Renovation of second floor
 - a) Complete renovation of all rooms
 - b) Converting kitchen into bedroom
 - c) New appliances and fixtures
3. Renovation of basement
 - a) New washer/dryer
 - b) New stair winder above existing sewer pipe
4. Renovation of the exterior space and yard
 - a) Replacement of front and rear yard fencing
 - b) Replace damaged front porch corner post with like material.
 - c) Repair concrete pad in rear of property and made level
 - d) Replacing roof over rear patio

The submitted application for Planning Commission's consideration is for the following:

1. Conditional Use Certificate for renovation and reactivation of the structure for single-family residential on property zoned I-1 (Limited Industrial).

The current proposal for residential includes:

- a. One (1) single-family dwelling unit

The specifics of the development proposal are discussed in greater detail in the next section.

Report continued on the next page





Section B.2 Conditional Use for the proposed renovation of an existing structure for single-family residential. ([Exhibit C](#))

Section B.2.1: Proposal Overview

The submitted Development Plan indicate the following:

1. Conditional Use for a single-family residence in I-1 (Limited Industrial) zoning.
 - a. To allow for renovation, construction, and occupation of a two story building into one (1) single-family dwelling unit.

Hamilton Zoning Ordinance, Definitions (Section [1108.00](#)) defines, family:

“[Family](#)”: A person living alone, or two or more persons related by blood or marriage living together as a housekeeping unit, and occupying a single dwelling unit; or a group of not more than four (4) persons, who need not be related by blood or marriage, living together as a housekeeping unit by joint agreement and occupying a single dwelling unit on a non-profit, cost sharing basis.

Section B.2.2: Interior Building Improvements

The submitted Development Plans indicate the following (See [Exhibit C](#)):

1. Interior Improvements on the first floor of the structure
 - a. Add/Remove Walls
 - i. Close off door between bedroom one (1) and stairs
 - ii. Demolish wall between kitchen and bedroom one (1)
 - iii. New wall between kitchen and bedroom one (1) with no opening
 - iv. New entry to bedroom one (1) through dining room
 - v. New entry to the staircase on the second floor created through the dining room
 - vi. False ceilings in dining room, kitchen, and bedroom one (1) will be removed and replaced with new drywall
 - vii. R13 Insulation installed in the middle in middle floor above these rooms
 - viii. All dry wall/plaster will be removed
 - ix. New Insulation
 1. R15 for 2 X 4 walls
 2. R21 for 2 X 6 in all exterior walls
 - x. New drywall on all walls and ceilings

Report continued on the next page





- b. Flooring
 - i. New pergo laminate flooring in all rooms

 - c. Bathroom
 - i. New bathtub with shower
 - ii. New vanity installed in bathroom
 - iii. New toilet in bathroom

 - d. Kitchen
 - i. New cabinets installed in kitchen
 - ii. New refrigerator and gas stove in kitchen
 - iii. All windows (seven (7) total) will be replaced with new windows
 - iv. All entry doors (three (3) total) will be replaced
2. Interior Improvements on the second floor of the structure
- a. Add/Remove Walls
 - i. Walls one (1) through five (5) will be demolished
 - ii. Remove all drywall and plaster
 - iii. New framing for walls one (1) through three (3)
 - 1. 2 X 6
 - iv. New Framing for walls four (4) and five (5)
 - 1. 2 X 4
 - v. New R15 insulation for 2 X 4 walls
 - vi. New R21 insulation for 2 X 6 walls and all exterior walls
 - vii. New drywall on all walls and ceilings

 - b. Flooring:
 - i. New pergo laminate flooring in all rooms

 - c. Bathroom
 - i. New stand up shower
 - ii. New toilet
 - iii. New bathroom vanity

 - d. Kitchen
 - i. Converted into bedroom four (4)

 - e. Windows
 - i. All six (6) windows replaced with new windows

Report continued on the next page





3. Interior improvements for basement
 - a. Stairs
 - i. Sewer pipe running through stairs
 - ii. Staircase winder installed above sewer pipe
 - iii. Water drainage through sump pump under tray laundry sink and connected to water drainage line.

Section B.2.3 Exterior and Site Improvements

1. Exterior improvements for the existing structure:
 - a. Fencing
 - i. Remove existing front yard chain-link fence
 - ii. Install 42" decorative metal fence in front yard
 - iii. Remove existing rear yard wooden fence
 - iv. Install 72" privacy fence in rear yard
 - b. Concrete Pad
 - i. Concrete Pad in rear of property will be repaired and leveled.
 - c. Rear Patio
 - i. Patio roof will be repaired

Section B.2.4 Parking

The submitted Development Plans indicate the following:

1. Existing Parking / Paved Area
 - a. The site does not have any alley access for parking in the rear of the lot.
 - b. The only possible option for parking for a structure of this size would be to utilize public on street parking.

Section B.2.5 Lighting

The submitted Development Plans indicate the following:

1. Motion detected flood lights have been installed in the front and rear of the property for safety.

Report continued on the next page





Section C: Interdepartmental Review

The City's Interdepartmental Review Committee evaluated the proposed Conditional Use Certificate to allow a Single-Family Residence on a property in the I-1 (Limited Industrial) zoning district.

Planning received no objections on the final proposal submitted. The applicant is complying with City Departments to take the correct route to complete work through standard permitting procedure. The applicant is reducing the occupancy from a duplex to a single-family dwelling. The applicant has agreed to additional requests from Planning Staff which includes providing appliances such as a washer and dryer in the basement for tenants.

Section D: Submitted Request

In order to accomplish the project as proposed in **Section B.1**, the applicant is requesting a Conditional Use Certificate pertaining to the following two (2) requests.

Request 1: Conditional Use Certificate for single-family residential in an existing two-story building, on property zoned I-1 (Limited Industrial).

The applicant is seeking approval for a conditional use certificate to renovate and reactivate a vacant two-story structure with a single-family residential use, on property zoned I-1 (Limited Industrial).

The applicant's intention is to convert the duplex into a single family residence.

Request 2: Request for one (1) variance from Section [1137.28](#) of the Hamilton Zoning ordinance pertaining to relief from two (2) required off street parking spots.

The applicant is seeking relief from Section [1137.28](#) regarding required off street parking. The site in question has no alley access for parking in the rear or adequate space for a driveway in the front of the property. Paving a new driveway in the front of the property would remove what little greenspace is available in the front yard of the site.





Section E: Statutes:

Section E.1 Governing Statutes

Section [1155.00](#) of the Hamilton Zoning Ordinance provides the basis, process, and review criteria for a Conditional Use Application. Section [1123.00](#) of the Zoning Ordinance governs the Limited Industrial District (I-1). The purpose of the I-1 District is to create areas that allow manufacturing, warehousing, distribution, office, and technology business in the City. It is intended to have such uses to provide employment and a suitable tax base. Such uses must also be clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke, or glare. This district is normally found in commercial areas however there are also areas of the City such as Maple Avenue which have residential uses within this zoning district.

Per Section [1123.37](#) of the HZO, the proposal for any residential use located on property zoned I-1 (Limited Industrial) requires a Conditional Use proposal and approval.

Plan Hamilton, the updated Comprehensive Plan meant to guide land use, planning, and zoning decisions for the city, indicates 535 Maple Avenue as part of the Urban Mixed Use future land use area. Urban Mixed Use is part of the community where the broadest mixture of land uses may be appropriate with well-designed structures and the use of transitional uses that are significantly different in scale or intensity. Residential uses as allowed in traditional residential category where existing homes exist or where such house supports nonresidential use are appropriate for this area. The property on 535 Maple Avenue aligns with a residential use in the traditional residential category and could support nonresidential uses in the area.

Section E.2 Findings for Approving a Conditional Use

Section [1155.30](#) (Conditional Uses – Application and Review, General Standards) contains specific findings outlined within the HZO for review and approval of a Conditional Use by the Planning Commission.

In reviewing an application for a Conditional Use, the Planning Commission shall consider whether there is adequate evidence that the proposed Conditional Use is consistent with the following nine (9) criteria, general standards for a conditional use:

Report continued on the next page





Conditional Use Criteria:

- (1) The proposed Conditional Use is to be located in a district wherein such use may be permitted, subject to the requirements of this Section and the Zoning Ordinance.
- (2) The proposed Conditional Use will not substantially or permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.
- (3) The proposed Conditional Use will be harmonious with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area.
- (4) The proposed Conditional Use shall be adequately served by essential public facilities and services such as, but not limited to, roads, public safety forces, storm water facilities, water, sanitary sewer, refuse, and schools. If not, the applicant shall be responsible for the extension or establishment of any public facilities and services to effectively service the proposed Conditional Use.
- (5) The proposed Conditional Use will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding streets.
- (6) The proposed Conditional Use will comply with all applicable development standards, except as specifically altered in the approved Conditional Use.
- (7) The proposed Conditional Use will not be hazardous to or have a negative impact on existing or future neighboring uses.
- (8) The proposed Conditional Use will not involve uses, activities, processes, materials, equipment and conditions of operations, including, but not limited to, hours of operation, that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor or other characteristic not comparable to the uses permitted in the base zoning district.
- (9) The proposed Conditional Use will not impede the normal and orderly development

Report continued on the next page





Section E.3 Findings for Granting a Variance

Section [1155.30.D](#) Conditional Use Review Criteria – Use Specific Standards and Variances

In reviewing an application for a Conditional Use, the Planning Commission may also consider any variance applicable or corresponding to a conditional use request, and determine whether there is adequate evidence that the proposed Conditional Use is consistent with the applicable use specific standards. Any waiver, variance, or deviation from zoning regulations and standards will become part of the PC recommendation. (REVISED OR2019-6-44)

1. Variance-Findings of the Commission and Council: No variance to which this Ordinance is applicable shall be recommended for approval by the Planning Commission, or authorized by the City Council, unless the Commission and Council find, by a preponderance of the evidence, that all of the following facts and conditions exist.
 - a. Exceptional Circumstances: That there are exceptional or extraordinary circumstances or conditions applying to the property in question that do not apply generally to other properties in the same Zoning District.
 - b. Preservation of Property Rights: That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same Zoning District and in the same vicinity.
 - c. Absence of Detriment: That the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this Ordinance or the public interest.
 - d. Not of General Nature: No grant of a variance shall be authorized unless the Planning Commission or City Council finds that the condition or situation of the specific piece of property for which the variance is sought is not of so general or recurrent a nature as to make reasonably practicable the formulation of a general regulation for such conditions or situation.

Section F: Notification

The Planning Department mailed Public Hearing Notices to the owners of 57 properties within 500 feet of the subject property per statute requirements. Staff posted a sign at the site, advertising the public hearing for the conditional use. (See [Exhibit F](#))

Report continued on the next page



Section G: Recommendations

The Staff recommendations to the Planning Commission are as listed below in the document. Additionally, Staff Recommended Conditions are also listed in Exhibit G as a separate summary document. (Please see [Exhibit G](#) for the conditions).

Request 1: Conditional Use Certificate for single-family residential in an existing two-story building, on property zoned I-1 (Limited Industrial).

Staff recommends that the Planning Commission take action to recommend to City Council that they approve the Conditional Use Certificate for 535 Maple Avenue, to allow reoccupation of an existing structure with Single-Family residential, subject to the following conditions:

1. Construction drawings and documents for the proposed improvements and work shall be revised subject to any current interdepartmental review comments and future review requirements of the City of Hamilton Interdepartmental Review.
2. The total amount of residential units at the building shall not exceed one (1) unit.
3. The Conditional Use and single-family residential use shall adhere to the City of Hamilton Zoning Ordinance regulations, including abiding by the HZO's definition of a family, which states that the dwelling units shall not be rented to more than four (4) unrelated individuals at the same time.
4. The Conditional Use and subject property shall adhere to all applicable building, health, public safety, and fire code regulations. If issues are identified, the City shall work with the property owner to remedy issues. If issues are not resolved in a timely manner, the Conditional Use shall be revoked.
5. No light glare from any light source on the property shall extend beyond the property lines.
6. The four (4) residential units permitted will not exceed the space identified on the plan. None of the area identified on the plan as commercial will be utilized as residential.
7. The basement shall not be used for residential units, per State of Ohio Building Code. The storage units will not be built as rooms as shown on the building plans.
8. The building owner will make sure that the sidewalk remains in good condition and will repair any damage that occurs during construction.

Report continued on the next page





Request 2: Request for one (1) variance from Section [1137.28](#) of the Hamilton Zoning ordinance pertaining to relief from two (2) required off street parking spaces.

Staff recommends that the Planning Commission take action to recommend to City Council that they approve the variance request for 535 Maple Avenue, to grant relief from two (2) required parking spaces from Section [1137.28](#) spaces, subject to the following conditions:

1. That the requested variance complies with Section [1155.30.D](#)

Section H: Staff Basis / Comments

Request 1: Conditional Use Certificate for single-family residential in an existing two-story building, on property zoned I-1 (Limited Industrial).

Staff finds the proposed Conditional Use for single-family residential on property zoned I-1 (Limited Industrial) district to be consistent with the intent and purpose of the Conditional Use regulations, and the purpose and intent of the Hamilton Zoning Ordinance (HZO) in the following ways:

- 1) The proposed repair and renovation of the structure for a single-family residential use and proposed conditions will not substantially injure the neighboring property, or the public convenience, health, safety, and welfare. It will not be hazardous to existing or future land uses, and will comply with applicable development standards.
- 2) The proposed Conditional Use, single-family residential, is located in a district wherein such use can be permitted, due to nature of the building and its location in a traditional urban neighborhood, and its adjacency to R-4 (Multi-family Residential) district to the south.
- 3) The proposed project, single-family residential use will be harmonious with adjacent residential uses and will not change the essential character of the same area, due to the proposed restoration of the property.
- 4) The proposed Conditional Use will be adequately served by essential public facilities and services as part of the overall project.
- 5) The proposed Conditional Use has one vehicular approach to the property from Maple Avenue. The tenants will be able to utilize existing on street parking without

Report continued on the next page





interfering with traffic.

- 6) The proposed Conditional Use will not impede the normal and orderly development. The recommended conditions pertaining to the residential use will address restoring the building, potential litter, and orderliness and cleanliness of the property.
- 7) The proposed reactivation of an existing two-story structure with single-family is consistent with Plan Hamilton, the update to the City's comprehensive plan which identifies the area for Urban Mixed Use, promoting traditional residential category where existing homes exist or such housing supports nonresidential uses.
- 8) The submitted plans meet the requirements of City Staff and have been approved with no objection through the interdepartmental review process.

Request 2: Request for one (1) variance from Section [1137.28](#) of the Hamilton Zoning ordinance pertaining to relief from two (2) required off street parking spaces.

1. There are exceptional circumstances that apply to this property. The existing size of the property and its location do not provide the means for off-street parking. There is no alley access for parking in the rear of the property. Paving an access drive in the front of the property would remove what little greenspace is currently present on the property.
2. Not granting this variance would infringe on the property rights of the owner. Denying this variance request would prevent the property owner from completing renovations and occupying the property with a tenant.
3. Granting this variance will not be detrimental to the property or surrounding properties. Granting this variance will allow the property owner to proceed with renovations and occupy this structure as a single family residence. Adequate public on street parking can still be provided in front of the property.
4. The request is not of general nature given the location and existing conditions of the property. Although most properties in traditional neighborhoods have alley access for parking in the rear. This property lacks alley access for off street parking in the rear and lacks space in the front yard to create a parking space.

Report continued on the next page





Section I: Attachments:

- 1) Exhibit A - [Location Map](#)
- 2) Exhibit B - [Application for Conditional Use](#)
- 3) Exhibit C - [Proposal and Site Plans](#)
- 4) Exhibit D - [Zoning Map](#)
- 5) Exhibit E - [Photos of 535 Maple Avenue](#)
- 6) Exhibit F - [Public Hearing Notice: 535 Maple Avenue, Conditional Use proposal](#)
- 7) Exhibit G - [Conditions of Approval](#)

Report continued on the next page



Conditions of Approval 535 Maple Avenue

Conditional Use to allow a one (1) unit single-family residence on property zoned I-1 (Limited Industrial) and to allow a variance from the two (2) required off-street parking spaces as required in Section 1137.27 of the Hamilton Zoning Ordinance.

Conditions of Approval:

1. Construction drawings and documents for the proposed improvements and work shall be revised subject to any current interdepartmental review comments and future review requirements of the City of Hamilton Interdepartmental Review.
2. The total amount of residential units at the building shall not exceed one (1) unit.
3. The Conditional Use and single-family residential use shall adhere to the City of Hamilton Zoning Ordinance regulations, including abiding by the HZO's definition of a family, which states that the dwelling units shall not be rented to more than four (4) unrelated individuals at the same time.
4. The Conditional Use and subject property shall adhere to all applicable building, health, public safety, and fire code regulations. If issues are identified, the City shall work with the property owner to remedy issues. If issues are not resolved in a timely manner, the Conditional Use shall be revoked.
5. No light glare from any light source on the property shall extend beyond the property lines.
6. The basement shall not be used for residential units, per State of Ohio Building Code. The storage units will not be built as rooms as shown on the building plans.
7. The building owner will make sure that the sidewalk remains in good condition and will repair any damage that occurs during construction.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REQUEST FOR A CONDITIONAL USE CERTIFICATE AND APPROVAL FOR 535 MAPLE AVENUE, TO ALLOW THE REOCCUPATION OF AN EXISTING TWO STORY RESIDENTIAL STRUCTURE AS A SINGLE-FAMILY RESIDENCE, WITH A VARIANCE FROM THE TWO (2) REQUIRED OFF STREET PARKING SPACES AS REQUIRED IN SECTION 1137.27 OF THE HAMILTON ZONING ORDINANCE, ON PROPERTY LOCATED IN THE I-1 (LIMITED INDUSTRIAL) ZONING DISTRICT. (Midwest Developers LLC, Property Owner and Applicant).

WHEREAS, the Administration of the City of Hamilton, Ohio received an application for a Conditional Use request from Dr. Faisal Khan of Midwest Developers LLC to allow the reoccupation of 535 Maple Avenue, an existing two story Single-Family Residence with a variance request from two (2) required off street parking spaces from Section 1137.27 of the Hamilton Zoning Ordinance; and

WHEREAS, Section 1123.37 Hamilton Zoning Ordinance, requires a Conditional Use Approval for a single-family residence in the I-1 (Limited Industrial) Zoning District and;

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

WHEREAS, the Planning Department notified all of the owners of property located within five hundred (500) feet of the area in question of a public hearing request for a conditional use approval to allow the reoccupation of 535 Maple Avenue, an existing two story Single-Family Residence with a variance request from two (2) required off street parking spaces from Section 1137.27 of the Hamilton Zoning Ordinance situated in the Sixth Ward, city of Hamilton, Ohio., held at the Hamilton Planning Commission meeting of August 20, 2020, and;

WHEREAS, the City Planning Commission held a public meeting, considered the conditional use request, site plan, written information provided by the applicant, findings, and the Conditional Use Review Criteria – General Standards, the Planning Commission; and;

WHEREAS, the City Planning Commission held a public meeting, considered the conditional use request, site plan, written information provided by the applicant, findings, and the Conditional Use Review Criteria – Use Specific Standards and Variances, the Planning Commission; and;

WHEREAS, Planning Commission recommended that City Council approve the request to allow the reoccupation of 535 Maple Avenue, an existing two story Single-Family Residence as shown in Exhibit No. 1, with a variance request from the two (2) required off street parking spaces from Section 1137.27 of the Hamilton Zoning Ordinance as proposed and with the conditions as listed in Exhibit No. 2.

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

SECTION I: That this Council accepts the recommendation of the Planning Commission and hereby approves the request to establish a Conditional Use at 535 Maple Avenue, to allow the reoccupation of an existing two story residential structure as a single-family residence, with a variance from the two required off street parking spots as required in Section 1137.27 of the Hamilton Zoning Ordinance, on property located in the I-1 (Limited Industrial) zoning district as indicated in Exhibit No.1, subject to the conditions of approval outlined in Exhibit No. 2; for the following rationale:

Request 1: Conditional Use Certificate for single-family residential in an existing two-story building, on property zoned I-1 (Limited Industrial).

Council finds the proposed Conditional Use for single-family residential on property zoned I-1 (Limited Industrial) district to be consistent with the intent and purpose of the Conditional Use regulations, and the purpose and intent of the Hamilton Zoning Ordinance (HZO) in the following ways:

Ordinance No. _____ (Cont'd)

1. The proposed repair and renovation of the structure for a single-family residential use and proposed conditions will not substantially injure the neighboring property, or the public convenience, health, safety, and welfare. It will not be hazardous to existing or future land uses, and will comply with applicable development standards.
2. The proposed Conditional Use, single-family residential, is located in a district wherein such use can be permitted, due to nature of the building and its location in a traditional urban neighborhood, and its adjacency to R-4 (Multi-family Residential) district to the south.
3. The proposed project, single-family residential use will be harmonious with adjacent residential uses and will not change the essential character of the same area, due to the proposed restoration of the property.
4. The proposed Conditional Use will be adequately served by essential public facilities and services as part of the overall project.
5. The proposed Conditional Use has one vehicular approach to the property from Maple Avenue. The tenants will be able to utilize existing on street parking without interfering with traffic.
6. The proposed Conditional Use will not impede the normal and orderly development. The recommended conditions pertaining to the residential use will address restoring the building, potential litter, and orderliness and cleanliness of the property.
7. The proposed reactivation of an existing two-story structure with single-family is consistent with Plan Hamilton, the update to the City's comprehensive plan which identifies the area for Urban Mixed Use, promoting traditional residential category where existing homes exist or such housing supports nonresidential uses.
8. The submitted plans meet the requirements of City Staff and have been approved with no objection through the interdepartmental review process.

Request 2: Request for one (1) variance from Section 1137.27 of the Hamilton Zoning Ordinance pertaining to relief from two (2) required off street parking spaces.

Council finds the proposed one (1) variance from Section 1137.27 of the Hamilton Zoning Ordinance to be consistent with the intent and purpose of the Conditional Use with Variances regulations, and the purpose and intent of the Hamilton Zoning Ordinance (HZO) in the following ways:

1. There are exceptional circumstances that apply to this property. The existing size of the property and its location do not provide the means for off-street parking. There is no alley access for parking in the rear of the property. Paving an access drive in the front of the property would remove what little greenspace is currently present on the property.
2. Not granting this variance would infringe on the property rights of the owner. Denying this variance request would prevent the property owner from completing renovations and occupying the property with a tenant.
3. Granting this variance will not be detrimental to the property or surrounding properties. Granting this variance will allow the property owner to proceed with renovations and occupy this structure as a single-family residence. Adequate public on street parking can still be provided in front of the property.
4. The request is not of general nature given the location and existing conditions of the property. Although most properties in traditional neighborhoods have alley access for parking in the rear.

Ordinance No. _____ (Cont'd)

This property lacks alley access for off street parking in the rear and lacks space in the front yard to create a parking space.

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: _____

Acting City Clerk

CERTIFICATE

I, Daniel Tidyman, Acting 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 the lobby of City Hall for a period of ten days. POSTED: _____.

Daniel Tidyman, Acting City Clerk
CITY OF HAMILTON, OHIO

EXHIBIT NO. 1



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014.

Areas
Override 1
Site Address Points

535 Maple Avenue

City of Hamilton
BUTLER COUNTY OHIO

Date: 8/7/2020

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

1 inch = 94 feet

Ordinance No. _____ (Cont'd)

EXHIBIT NO. 2

Conditions of Approval for 535 Maple Avenue

1. Construction drawings and documents for the proposed improvements and work shall be revised subject to any current interdepartmental review comments and future review requirements of the City of Hamilton Interdepartmental Review.
2. The total amount of residential units at the building shall not exceed one (1) unit.
3. The Conditional Use and single-family residential use shall adhere to the City of Hamilton Zoning Ordinance regulations, including abiding by the Hamilton Zoning Ordinance's definition of a family, which states that the dwelling units shall not be rented to more than four (4) unrelated individuals at the same time.
4. The Conditional Use and subject property shall adhere to all applicable building, health, public safety, and fire code regulations. If issues related to violations of the City of Hamilton Municipal Code are identified, the City shall work with the property owner to remedy issues. If the noted issues are not resolved in a timely manner, the Conditional Use shall be revoked.
5. No light glare from any light source on the property shall extend beyond the property lines.
6. The basement shall not be used for residential units, per State of Ohio Building Code.
7. The building owner will make sure that the sidewalk remains in good condition and will repair any damage that occurs during construction.

City Council Meeting Staff Report

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

Report From: Edward Wilson III, AICP, Associate Planner II

Agenda Item: An ordinance vacating a portion of North D Street Alley “A” and Alley “B”, Alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio. (City of Hamilton, Applicant).

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input checked="" type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 9-9-2020 <input checked="" type="checkbox"/> 2 nd Reading Date: 9-23-2020 <input type="checkbox"/> Resolution Date: <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): 8-26-2020 Caucus Report Council Meeting Planning Commission Meetings: 8-20-2020 (Recommend Approval) 7-16-2020 (Tabled)</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	Budgeted: \$500.00	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>
	Expenditure: \$500.00	
	Source Funds:	

Policy Issue

Does City Council wish to vacate a portion of North D Street Alley “A” and Alley “B”, alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio?

Policy Alternative(s)

Council may choose not to adopt an ordinance to vacate a portion of either or both North D Street Alley “A” and Alley “B”.

Staff Recommendation

Staff recommends that Council receives this report, concurs in the recommendation of the Planning Commission, and adopts the necessary legislation to vacate a portion of North D Street Alley “A” and Alley “B”, alleys, based on the Planning Commission’s recommendation to approve from its August 20, 2020 meeting.



Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Section 167.07, Vacation of City Streets, Alleys or Other Public Property, of the Hamilton Codified Ordinances.

Fiscal Impact Summary

The City's current fiscal impact includes any staff time allotted to the preparation of the documentation for the proposed vacate a portion of North D Street Alley "A" and Alley "B", alleys estimated at approximately \$500.00.

Background Information

The City of Hamilton is requesting vacation of a portion of North D Street Alleys "A" and "B". The portion of alleyways in question are north-south alleys that connect Park Avenue Alley to Main Street. North D Street Alley "A" is an improved paved alleyway, located between 310 Main Street and the vacant 316 Main Street. North Street Alley "B" is an improved but deteriorated alleyway located between 324 Main Street and 326 Main Street. Both alleys contain existing utilities within.

History

This case was previously heard at the July 16, 2020 Planning Commission. However, the item was tabled to allow Staff to review other options pertaining the alleys in question.

After researching options, Staff opted to continue with the proposed alley vacation. The item was revisited as old business of the Planning Commission at their August 20, 2020 meeting. There were no voiced objections to the alley vacation proposal. Staff noted the objection and the letter of comment from Mr. David Dennison (326 Main Street); however, the Planning Commission determined that the points of objection have been addressed with the inclusion of proposed easements to maintain existing utilities.

North D Street Alleys "A" and "B", Alley Vacation:

An alley vacation is a process in which an alley is reviewed for transference from public use to private property. Approval of an alley vacation means that the vacated portion of street will no longer be public right-of-way and the public could not use the alley for public access such as driving, parking, or walking. The City proposes the alley vacation due to the closed state of North D Street Alley A, the traffic safety concerns presented by the curb cut for North D Street Alley B off Main Street, and due to the development potential of the properties of contiguous properties on Main Street.

Both portions of alleyway in question measure one-hundred and sixty-six feet (166') in length and ten feet (10') in width. There is also an existing gas main and storm sewer running through Alley B. The petition for vacation is due to a prospective developer interested in the contiguous properties of 310-312, 316, 320, & 324 Main Street. 310-312 Main Street has an existing duplex on the property, while 316, 320, & 324 Main Street are vacant, undeveloped properties.

Specific information pertaining to the proposed alley for vacation is as follows:

North D Street Alley "A"

(between Main Street and Park Avenue Alley), adjacent to 310-312 Main Street and 316 Main Street

- Length: One-hundred and sixty-six feet (166'); Width: Ten feet (10')



Adjacent Property Owners:

Specific information pertaining to the properties adjacent to the right-of-way proposed for vacation is as follows:

- 1) 310 Main Street – Owner: Community Improvement Corp. of Hamilton
Parcel: P6411003000037, (City Lot No. 1627 S 116)
- 2) 316 Main Street – Owner: Community Improvement Corp. of Hamilton
Parcel: P6411003000039, (City Lot No. 1626 E 40)
- 3) 19 North D Street – Owner: Community Behavioral Health Properties
Parcel: P6411003000038, (City Lot No. 1627 N50 CONS W/35)

North D Street Alley “B”

(between Main Street and Park Avenue Alley), adjacent to 324 Main Street and 326 Main Street

- o Length: One-hundred and sixty-six feet (166’); Width: Ten feet (10’)

Adjacent Property Owners:

Specific information pertaining to the properties adjacent to the right-of-way proposed for vacation is as follows:

- 1) 324 Main Street – Owner: Community Improvement Corp. of Hamilton
Parcel: P6411003000042, (City Lot No. 1625 W 26 FT)
- 2) 326 Main Street – Owners: David S. Dennison TR
Parcel: P6411003000043, (City Lot No. 1624 E 1/2)

There are existing utilities within both portions of alleyway in question. Staff is recommending that appropriate utility easements be recorded to allow for continued access and maintenance of the easements. With recorded easements, structures such as buildings or accessory buildings cannot be built within the easements, allowing unimpeded access.

Alley Vacation Process.

The statues of Chapter 167.07 of the City of Hamilton’s Codified Ordinances regulate vacation or abandonment of public right-of-way (alleys, streets, etc.).

- Planning Commission may vote on the street vacation, for or against.
- If the Planning Commission provides a favorable recommendation, the street vacation proposal is forwarded to City Council.
- If approved by City Council, the council adopts a resolution of intent to vacate.

Typically, right-of-way vacations proceed with appraisal of the alley and Board of Revisions of Assessments. However, with the City of Hamilton as applicant, the petition to vacate may proceed to City Council as an ordinance to vacate the right-of-way. The Planning Commission recommended waiving of the Board of Revisions as part of their recommendation of approval.



Interdepartmental Review

The city's Interdepartmental Review Committee evaluated the proposed vacation of a portion of North D Street Alleys "A" & "B". There were no objections to the proposal, however this is contingent upon specific conditions, primarily the inclusion of utility easements for continued access and maintenance of existing utilities.

Fire: No Fire Department concerns

Electric: Approval is contingent upon an easement being granted for underground electric services for 302 & 306 Main Street, and 11 & 17 N D Street. The electric service originates behind 312 Main Street at pole h06-0648 in the Park Avenue Alley, extends south approximately fifty feet (50') then turns east behind 310-312 Main Street.

Gas & Water: No Objections Contingent Upon The Following:

An Easement Is Needed For The Existing Six-inch (6") Gas Main Running Through North D Street Alley B.

Nothing Can Be Built Over Existing Utilities.

Public Works: Approval contingent on a utility and drainage easement being recorded for North D Street Alley B or the relocation of the utilities is completed to the satisfaction of the City.

Due to the existence of multiple utilities, and due to the comments received from the Interdepartmental Review Committee, appropriate easements are recommended as part of consideration of the proposed alley vacation.

Notification

The Planning Department mailed Public Hearing Notices to the owners of 32 properties within 200 feet of the subject property per statute requirements. This mailing also includes two (2) owners of property abutting the alley in question. Staff posted a sign at the site, advertising the public hearing for proposed vacation of a portion of North D Street Alleys "A" and "B".

The Planning Department received three (3) phone calls pertaining to the proposal. Note that this was for the initial submission of the alley vacation petition, for the July 16, 2020 Planning Commission.

- 1) An individual with Butler Community Health (19 North D Street) asked questions about how the alley vacation would impact their access to the rear parking lot.
- 2) A citizen with general questions and comments about a potential development but no remarks pertaining to the alley vacation.
- 3) Mr. David Dennison, owner of 326 Main Street called and asked questions about North D Street, Alley "B".

Mr. Dennison noted concerns that with the vacated alley he would not be able to maintain the eastern façade of his building, citing potential Paint & Fix citations and general maintenance.

Please note that both 19 North D Street and Mr. Dennison (326 Main Street) were informed that North D Street Alley A and B would be reheard at the August 20, 2020 Planning Commission.

To the best of our knowledge, neither party attended the Zoom Webinar meeting. Additionally, neither party physically attended the August 20, 2020 Planning Commission.



Planning Commission Recommendation

After conducting a public hearing on July 16, 2020 and a reopened public hearing on August 20, 2020 the Planning Commission recommended Council approve the vacation of a portion of North D Street Alley "A" and Alley "B", alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio, utilizing the following motion with conditions.

- 1) That the Planning Commission take action to recommend that City Council adopt the necessary legislation to vacate the portion of North D Street Alleys "A" & "B", situated in the First Ward, North Side, as displayed on the street vacation exhibit. The recommendation includes the following conditions:

Conditions for Approval:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) An easement shall be recorded granting access to underground electric services for 302 & 306 Main Street, and 11 & 17 North D Street. The easement course originates behind 312 Main Street, extends south fifty feet (50') and turns eastwardly behind 310 & 312 Main Street.
- 3) A utility and drainage easement shall be recorded for North D Street Alley "B", or there shall be relocation of utilities completed to the satisfaction of the City.
- 4) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 6) That the City Council waive the customary two-thirds (2/3) payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

It is the recommendation of the Planning Department that Council receives this report, concurs in the recommendation of the Planning Staff and the Planning Commission, and directs the passage of the necessary legislation.

Attached Information

- Exhibit A – Location Map
- Exhibit B – Exhibit Map of North D Street Alley "A" and "B"
- Exhibit C – Petition to Vacate
- Exhibit D – Photos of existing conditions
- Exhibit E – Public Hearing Notice
- Exhibit F – Letter from Mr. Dennison, 326 Main St., July 2020
- Exhibit G – Staff Report to the Planning Commission
- Exhibit H – Recommended Conditions of Approval

Copies Provided to:

- Rich Engle, P.E., Director of Engineering



North D Street Alley A & B Vacation
Exhibit B - Exhibit Map



Areas

- Override 1
- Override 2



- Site Address Points
- Owner Parcels
- Municipal Boundaries

North D St Alleys A & B





Caucus Report
February 12, 2020

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Request to vacate a portion of North D Street Alley "A" and Alley "B", alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio. (City of Hamilton, Applicant)

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

Dear Mayor and Members of Council:

The City of Hamilton is requesting vacation of a portion of North D Street Alleys "A" and "B". The portion of alleyways in question are north-south alleys that connect Park Avenue Alley to Main Street. North D Street Alley "A" is an improved paved alleyway, located between 310 Main Street and the vacant 316 Main Street. North Street Alley "B" is a partially improved alleyway, with a paved southern half and a gravel northern half, located between 324 Main Street and 326 Main Street.

Both portions of alleyway measure one-hundred and sixty-six feet (166') in length and ten feet (10') in width. There is also an existing gas main and storm sewer running through Alley "B". The petition for vacation is due to a prospective developer interested in the contiguous properties of 310, 316, 320, & 324 Main Street. 310-312 Main Street has an existing duplex on the property, while 316, 320, & 324 Main Street are vacant, undeveloped properties.

Recommendation:

It is the recommendation of this office that Council receives this petition and recommends that it be forwarded to the City Planning Commission for review, public hearing and recommendation.

Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
City Manager

Ed Wilson, AICP
Associate Planner II



Choose Strategic Goal(s)

- I** *Generate 125mm in new private investment*
- J** *Increase gross wages paid by Hamilton Employers by \$100mm*
- P** *Exceed total county growth rate median home sale prices*
- R** *Generate \$40mm in investment for recreational amenities*
- E** *Engage 50,000 participants annually in special events, arts and recreation activities*
- O** *General Operations/ Government Business*

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Exhibit Map of North D Street Alley “A” & Alley “B”



North D Street Alley A & B Vacation
Exhibit D - Photos of Existing







July 1, 2020

NOTICE OF PUBLIC HEARING

Attention Property Owner:

The City of Hamilton Planning Commission will hold a public hearing on **Thursday evening, July 16, 2020 at 6:00 P.M.** in the Council Chambers of the City Building located at 345 High Street, and via Zoom online webinar, at: <https://zoom.us/j/91172580559>. Webinar ID: 911 7258 0559.

The agenda for this hearing includes the following item:

- LOCATION:** North D Street Alleys "A" and "B" (between 310 & 326 Main Street). See map on the reverse side.
- APPLICANT:** City of Hamilton
- REQUEST:** The applicant petitioned to vacate two (2) portions of rights-of-way, North D Street Alleys "A" and "B", situated in the First Ward, North Side.

The proposed alley vacation means that the portion of alley in question would no longer be public right-of-way, meaning that the public could not use the alley for public access (driving, vehicles, parking, or pedestrian use).

You are a property owner within 200 feet of the subject property and as such are required by statute to be notified of this public hearing.

An application for this project (revised site plan, images) as well as the Commission Bylaws are on file in our office and available for your review. These materials, in addition to future updates and reports completed by staff during the review process, can be found online at: <https://www.hamilton-oh.gov/planningcommission>

The Planning Commission Agenda containing the staff report, application, and site plans will be updated as we approach the date of the Planning Commission meeting: Agenda link - <https://tinyurl.com/pc07162020>.

Due to recent state mandates, the Planning Commission meeting shall be held remotely. Staff will hold the meeting through an online service and allow citizens to call into the meeting or access the meeting via website. We encourage you to access the meeting through the options below.

Call: 1 (929) 205-6099 and when prompted dial the Webinar ID: 911 7258 0559

Or use this website link to access the online meeting: <https://zoom.us/j/91172580559>

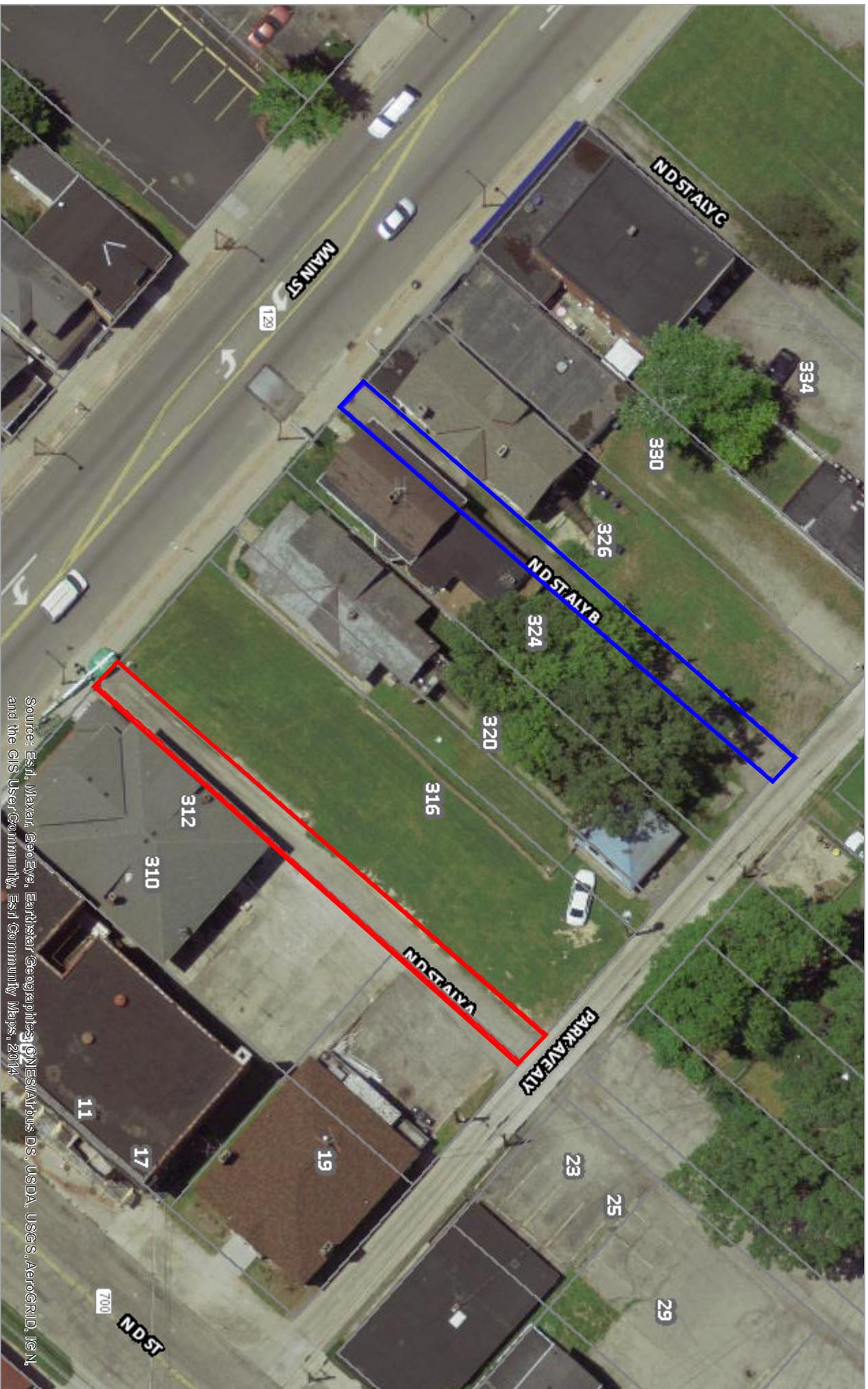
If you have any questions or comments concerning this matter, please forward your comments in writing for presentation at the meeting, or, please contact the Planning Department via email at planning@hamilton-oh.gov or contact **Ed Wilson, AICP** or **Liz Hayden, Planning Director** of the City of Hamilton Planning Department at (513) 785-7350.

Sincerely,

Edward Wilson III, AICP

Mr. Ed Wilson, AICP
Associate Planner II

See Reverse Side for Public Hearing Notification Map



Source: Esri, Maxar, GeoEye, Earthstar, GeographicOS, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014

North D St Alleys A & B

Areas

- Override 1
- Owner Parcels
- Override 2
- Municipal Boundaries

Site Address Points



Date: 6/29/2020

1 inch = 50 feet

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



July 1, 2020

NOTICE OF PUBLIC HEARING

Attention Property Owner:

The City of Hamilton Planning Commission will hold a public hearing on **Thursday evening, July 16, 2020 at 6:00 P.M.** in the Council Chambers of the City Building located at 345 High Street, and via Zoom online webinar, at: <https://zoom.us/j/91172580559>. Webinar ID: 911 7258 0559.

The agenda for this hearing includes the following item:

- LOCATION:** North D Street Alleys "A" and "B" (between 310 & 326 Main Street). See map on the reverse side.
- APPLICANT:** City of Hamilton
- REQUEST:** The applicant petitioned to vacate two (2) portions of rights-of-way, North D Street Alleys "A" and "B", situated in the First Ward, North Side.

The proposed alley vacation means that the portion of alley in question would no longer be public right-of-way, meaning that the public could not use the alley for public access (driving, vehicles, parking, or pedestrian use).

You are an owner of property that directly abuts the alley proposed for vacation/abandonment.

Per Chapter 167.07 of the City of Hamilton's Codified Ordinances, if you do not participate this public hearing to voice objection or do not object to the Planning Commission in writing, this shall be considered agreement with the proposed alley vacation.

An application for this project (revised site plan, images) as well as the Commission Bylaws are on file in our office and available for your review. These materials, in addition to future updates and reports completed by staff during the review process, can be found online at: <https://www.hamilton-oh.gov/planningcommission>

The Planning Commission Agenda containing the staff report, application, and site plans will be updated as we approach the date of the Planning Commission meeting: Agenda link - <https://tinyurl.com/pc07162020>.

Due to recent state mandates, the Planning Commission meeting shall be held remotely. Staff will hold the meeting through an online service and allow citizens to call into the meeting or access the meeting via website. We encourage you to access the meeting through the options below.

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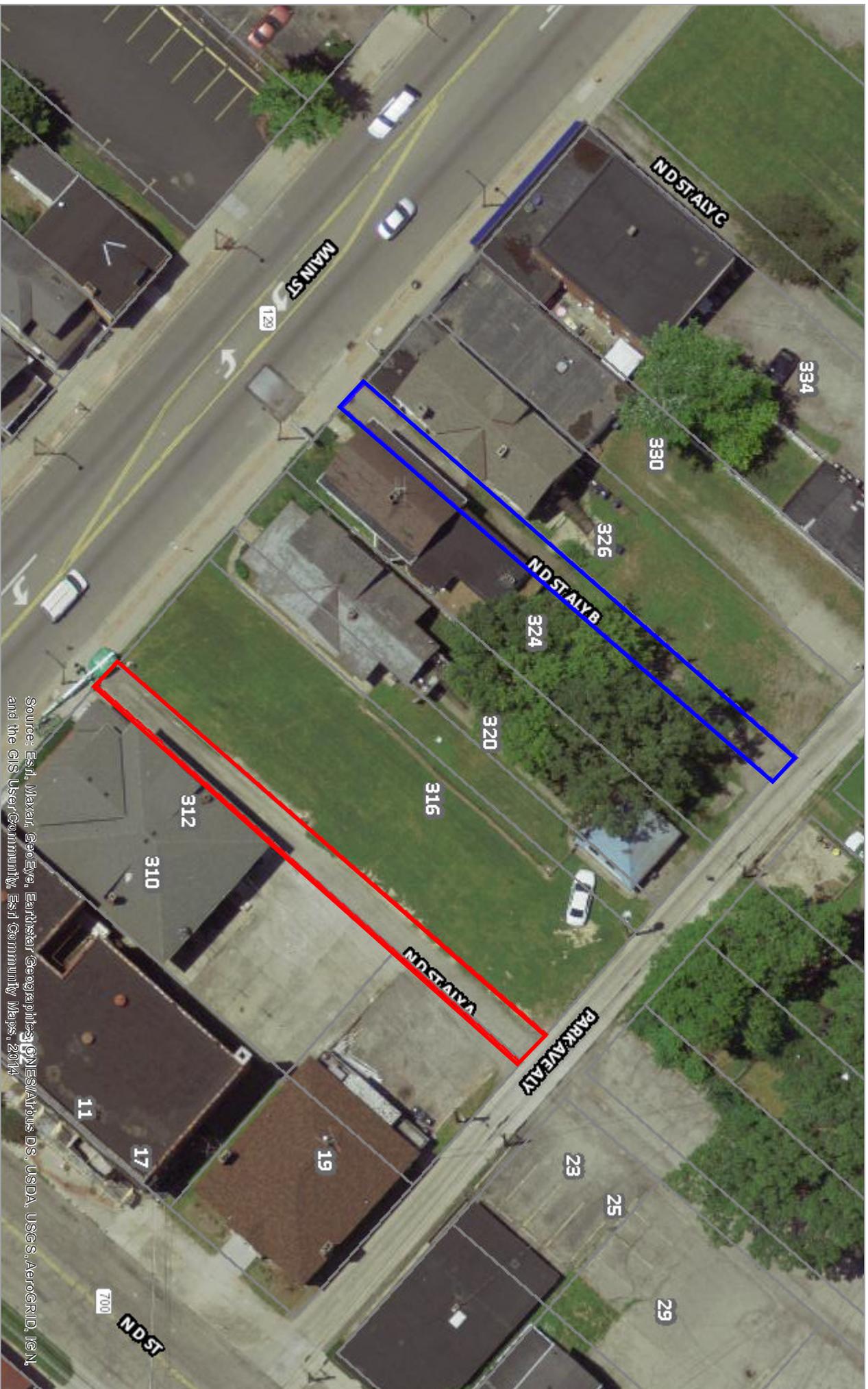
If you have any questions or comments concerning this matter, please forward your comments in writing for presentation at the meeting, or, please contact the Planning Department via email at planning@hamilton-oh.gov or contact **Ed Wilson, AICP** or **Liz Hayden, Planning Director** of the City of Hamilton Planning Department at (513) 785-7350.

Sincerely,

Edward Wilson III, AICP

Mr. Ed Wilson, AICP
Associate Planner II

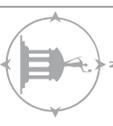
See Reverse Side for Public Hearing Notification Map



Source: Esri, Maxar, GeoEye, Earthstar, GeographicOS, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014

North D St Alleys A & B

- Areas**
- Override 1
 - Owner Parcels
 - Override 2
 - Municipal Boundaries
- Site Address Points**



Date: 6/29/2020

1 inch = 50 feet

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North D Street Alley A & B Vacation
Exhibit F - Letter from Mr. Dennison (326 Main Street)

These are a few comments I have for the alley at 326 main street to be vacated.

- 1) Fire protection for both sides of alley. There is a fire break between structures for fighting a fire. I was told by city years ago that 326 main street was in for high fire risk. This should be a safety issue !!
- 2) There is a main gas line that goes up the alley. If this line needs repairs or service it would be difficult for equipment to have accessibility.
- 3) There is a storm drain in alley at main street that collects water from heavy rains and from adjacent property to 326 main street
- 4) The maintenance of my property which is a three story house. To paint and make repairs would require long equipment to be able to reach that height.
- 5) Parking behind 326 main st. would be more difficult to access where vehicles can pull in off main street go to back of building and park. (over)

Then individuals can walk through alley to enter store front at 326 main. The city wants to do away with pedestrian access to alley which would require individuals to walk to corner of Dove street and walk 326 store front. Off street parking would be useless for store front business.

There are some of my concerns if the alley is vacated. I would hope the city would reconsider this ~~the~~ decision.

Thank you

David S. Tennison



For the Planning Commission Meeting of August 20, 2020

To: Planning Commission
 From: Ed Wilson, AICP, Associate Planner II
 Date: July 7, 2020
Tabled at the July 16, 2020 meeting

Subject: **AGENDA ITEM #1 – Old Business**
North D Street, Alley A & B (at 316 Main Street) – Alley Vacation

APPLICANT: City of Hamilton

LOCATION: A portion of North D Street Alley “A” and Alley “B”, portion between Park Avenue Alley and Main Street

Location¹ ([Alley A](#)) ([Alley B](#)) | Location² ([Google Maps \(A & B\)](#))

REQUEST: To vacate a portion of North D Street Alley “A” and Alley “B”, alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio.

BASIC INFORMATION		
Applicant/Property Owner	City of Hamilton, applicant & property owner	
Architect/Engineer/Consultant	N/A	
Size of Property	166 Feet of alley 1,660 Square Feet of right-of-way	
Current Zoning	N/A	
Requests	Vacate a portion of North D Street Alley “A” & “B”	
Size of Revision	166 Feet of alley (both alleys)	
ADJACENT LAND USE/ZONING INFORMATION		
Direction	Land Use	Zoning
North	N/A	N/A
South	N/A	N/A
East	N/A	N/A
West	N/A	N/A

¹ Shows the location of North D Street Alleys A & B using the Public Zoning Map

² Shows the location of the site in question using Google Maps:

<https://www.google.com/maps/place/316+Main+St,+Hamilton,+OH+45013/@39.40442,-84.5698202,208m/data=!3m2!1e3!4b1!4m5!3m4!1s0x884047012d1d0849:0x9698edc3212f0bf3!8m2!3d39.40442!4d-84.569273>





Staff Report Contents (North D Street Alley A & B, Vacation)

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Section A: Introduction and Background

Section A.1: Project Overview

The City of Hamilton is requesting vacation of two (2) portions of alleyway, North D Street Alley “A” and North D Street Alley “B”. The portion of alleyways in question are north-south alleys that connect Park Avenue Alley to Main Street. (See [Exhibit A](#), Location Map)

North D Street Alley “A” is an improved paved alleyway, located between 310 Main Street and the vacant 316 Main Street. North Street Alley “B” is an improved alleyway, with a paved southern half and a deteriorated northern half, located between 324 Main Street and 326 Main Street.

This vacation request was tabled at the July 16, 2020 Planning Commission meeting to allow the City time to determine best steps moving forward pertaining to the alley vacation proposal and the abutting city-owned properties (316 Main Street, 320 Main Street, and 324 Main Street)

Section A.2: Existing Site Conditions

The alleyways in question are located along Main Street (State Route 177) a major thoroughfare in Hamilton. Both portions of alley in question measures 166 feet in length, 10 feet in width, and right-of-way of approximately 1,660 square feet. North D Street Alley “A” is situated between an existing duplex and a vacant, undeveloped parcel. North D Street Alley “B” is situated between an existing mixed-use building and a vacant, undeveloped parcel. (See [Exhibit D](#), Photos of Existing Conditions)

Currently, there are existing underground electric services located through Alley “A” and existing gas main and storm sewer services running through Alley “B”. North D Street Alley “A” has its Main Street access blocked off, while North D Street Alley B is unobstructed, still allowing traffic between Main Street and Park Avenue Alley.

Section A.3: History

This alley vacation petition was included as part of the July 16, 2020 Planning Commission agenda. Staff recommended tabling the request to allow the City time to research options pertaining to the alley vacation request and the related city-owned vacant properties. The City now wishes to resume the alley vacation request as presented.





Section B: Petition Review

Section B.1: Submitted Request

The City of Hamilton submitted a petition proposing vacation (abandonment) of the public right-of-way for a portion of North D Street Alley A and Alley B, located between Main Street and Park Avenue Alley. (See [Exhibit B](#), Exhibit Map)

Alley Vacation

An alley vacation is a process in which an alley is reviewed for transference from public use to private property. Approval of an alley vacation means that the vacated portion of street will no longer be public right-of-way and the public could not use the alley for public access such as driving, parking, or walking.

In the event that any right-of-way vacation is approved, the land currently designated as right-of-way would be split down the centerline and each half (1/2) would be transferred to the adjacent property owners of record.

- If the alley or right-of-way in question contains existing utilities, the City policy is to record an easement to allow continued access and maintenance of the utilities.
- Easements in general have a minimum width of ten (10') feet to allow for sufficient access to the utilities in question.

Specific information pertaining to the proposed alley for vacation is as follows:

Section B.2: Petitions to Vacate Right-of-Way (See [Exhibit C](#))

North D Street Alley “A”

(between Main Street and Park Avenue Alley), adjacent to 310-312 Main Street and 316 Main Street

- Length: 166 feet; Width: Ten (10') feet
 - North D Street Alley “A” is an improved alley with utilities
 - Alley access from Main Street has been obstructed due to traffic safety concerns.
 - Alley “A” is only accessible via Park Avenue Alley, which connects North D Street and North E Street.

(Continued)



North D Street Alley “A” (Continued)

Adjacent Property Owners:

Specific information pertaining to the properties adjacent to the right-of-way proposed for vacation is as follows:

- 310 Main Street – Owner: Community Improvement Corp. of Hamilton
Parcel: P6411003000037, (City Lot No. 1627 S 116)
- 316 Main Street – Owner: Community Improvement Corp. of Hamilton
Parcel: P6411003000039, (City Lot No. 1626 E 40)
- 19 North D Street – Owner: Community Improvement Corp. of Hamilton
Parcel: P6411003000038, (City Lot No. 1627 N50 CONS W/35)

North D Street Alley “B”

(between Main Street and Park Avenue Alley), adjacent to 324 Main Street and 326 Main Street

- Length: 166 feet; Width: Ten (10’) feet
- North D Street Alley “B” is an improved alley with existing gas and stormwater utilities.
- Alley “B” contains a right-of-way connection from Main Street to Park Avenue Alley.

Adjacent Property Owners:

Specific information pertaining to the properties adjacent to the right-of-way proposed for vacation is as follows:

- 1) 324 Main Street – Owner: Community Improvement Corp. of Hamilton
Parcel: P6411003000042, (City Lot No. 1625 W 26 FT)
- 2) 326 Main Street – Owners: David S. Dennison TR
Parcel: P6411003000043, (City Lot No. 1624 E 1/2)





Section B.3: Interdepartmental Review

The city's Interdepartmental Review Committee evaluated the proposed vacation of a portion of North D Street Alleys "A" & "B". There were no objections to the proposal, however this is contingent upon specific conditions, primarily the inclusion of utility easements for continued access and maintenance of existing utilities.

- Fire:** No Fire Department Concerns
- Electric:** Approval Is Contingent Upon An Easement Being Granted For Underground Electric Services For 302 & 306 Main Street, And 11 & 17 N D Street. The Electric Service Originates Behind 312 Main Street at Pole H06-0648 In The Park Avenue Alley, Extends South Approximately 50' Then Turns East Behind 310/312 Main Street.
- Gas & Water:** No Objections Contingent Upon The Following:
An Easement Is Needed For The Existing 6" Gas Main Running Through North D Street Alley B.
Nothing Can Be Built Over Existing Utilities.
- Public Works:** Approval contingent on a utility and drainage easement being recorded for North D Street Alley B or the relocation of the utilities is completed to the satisfaction of the City.

Due to the existence of multiple utilities, and due to the comments received from the Interdepartmental Review Committee, appropriate easements are recommended as part of consideration of the proposed alley vacation.

Section C: Statutes:

Alley Vacation Process.

The Planning Commission can approve or deny the request for an alley vacation and may modify or add any additional conditions to the street vacation request.

The statutes of Chapter 167.07 of the City of Hamilton's Codified Ordinances regulate vacation or abandonment of public right-of-way (alleys, streets, etc.).

- Planning Commission may vote on the street vacation, for or against.
- If the Planning Commission provides a favorable recommendation, the street vacation proposal is forwarded to City Council.
- If approved by City Council, the council adopts a resolution of intent to vacate.





Typically, right-of-way vacations proceed with appraisal of the alley and Board of Revisions of Assessments. However, with the City of Hamilton as applicant, the petition to vacate may proceed to City Council as a resolution to vacate, followed by an ordinance to vacate the right-of-way.

Section D: Notification

For the July 16, 2020 Planning Commission meeting, the Planning Department mailed Public Hearing Notices to the owners of 32 properties within 200 feet of the subject property per statute requirements. This mailing also includes two (2) owners of property abutting the alley in question (as noted in Section B of this report). Staff posted a sign at the site, advertising the public hearing for proposed vacation of a portion of North D Street Alleys “A” and “B”.

The Planning Department also re-notified the two (2) owners of property abutting the alley in question for the August 20, 2020 Planning Commission meeting, to inform the property owners and allow opportunities for comment and participation. (See [Exhibit E](#))

The Planning Department received two (2) phone calls pertaining to the proposal.

- 1) An individual with Butler Community Health (19 North D Street) asked questions about how the alley vacation would impact their access to the rear parking lot.
- 2) Mr. David Dennison, owner of 326 Main Street called and asked questions about North D Street, Alley “B”.

Mr. Dennison noted concerns that with the vacated alley he would not be able to maintain the eastern façade of his building, citing potential Paint & Fix citations and general maintenance.

Mr. Dennison also expressed that the vacation of the alley would limit access to the property.

- Staff noted Mr. Dennison’s concerns, but it was also indicated that there have been traffic and safety concerns regarding the alleys connecting to Main Street, including the adjacent North D Street Alley “A”, which itself has been blocked by Public Works.

Mr. Dennison voiced that he may attend the Planning Commission meeting to voice further comments.

New: Mr. Dennison also submitted a letter addressed to the Planning Commission outlining objections to the proposed vacation of North Street Alley “B” (See [Exhibit F](#))





Section E: Recommendations

The Planning Commission can provide a favorable recommendation to City Council for the alley vacation, or recommend denial of proposal. The Planning Department recommends the following motion to Planning Commission:

- 1) That the Planning Commission take action to recommend that City Council adopt the necessary legislation to vacate the portion of North D Street Alleys “A” & “B”, situated in the First Ward, North Side, as displayed on the street vacation exhibit. The recommendation includes the following conditions (See below and See [Exhibit G](#)):

Conditions for Approval:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) An easement shall be recorded granting access to underground electric services for 302 & 306 Main Street, and 11 & 17 North D Street. The easement course originates behind 312 Main Street, extends south fifty feet (50’) and turns eastwardly behind 310 & 312 Main Street.
- 3) A utility and drainage easement shall be recorded for North D Street Alley “B”, or there shall be relocation of utilities completed to the satisfaction of the City.
- 4) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 6) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.



Section F: Staff Basis / Comments

Staff finds the proposed alley vacation to be consistent with the intent and purpose of right-of-way vacation and abandonment in the following ways:

1. North D Street Alley “A” is already blocked due to public safety and traffic concerns. This alley vacation would not result in a loss of connectivity or access to property.
2. The North D Street Alley “B” is an improved alley way, with a need to access existing utilities. With a recorded utility easement, such access would be maintained.
3. No connectivity will be lost due to the proposed vacation. Properties in the area are still served by Park Avenue Alley, which provides rear access to adjacent properties in question, and provides an alternate east-west connection for local traffic.
4. The proposed vacation will not adversely impact the public health, safety, or welfare. No vehicular access to any privately owned property will be closed as a result of the proposed vacation.

Section G: Attachments

The following attachments are listed in chronological order as they appear in the report.

1. Exhibit A - [Location Map](#)
2. Exhibit B - [Exhibit Map of North D Street Alley “A” and “B”](#)
3. Exhibit C - [Petition to Vacate](#)
4. Exhibit D - [Photos of existing conditions](#)
5. Exhibit E - [Public Hearing Notice letters](#)
6. Exhibit F - [Letter from Mr. Dennison, 326 Main St., July 2020](#)
7. Exhibit G - [Recommended Conditions of Approval](#)



North D Street Alley A & B Vacation
Exhibit H - Conditions of Approval

North D Street Alley A & B Vacation – Recommended Conditions of Approval

BASIC INFORMATION	
Applicant/Property Owner	City of Hamilton, applicant & property owner
Architect/Engineer/Consultant	N/A
Size of Property	166 Feet of alley 1,660 Square Feet of right-of-way
Current Zoning	N/A
Requests	Vacate a portion of North D Street Alley “A” & “B”
Size of Revision	166 Feet of alley (both alleys)

Conditions of Approval:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) An easement shall be recorded granting access to underground electric services for 302 & 306 Main Street, and 11 & 17 North D Street. The easement course originates behind 312 Main Street, extends south fifty feet (50') and turns eastwardly behind 310 & 312 Main Street.
- 3) A utility and drainage easement shall be recorded for North D Street Alley “B”, or there shall be relocation of utilities completed to the satisfaction of the City.
- 4) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 6) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF NORTH D STREET ALLEY "A" AND ALLEY "B", ALLEYS LOCATED BETWEEN PARK AVENUE ALLEY AND MAIN STREET, SITUATED IN THE FIRST WARD, NORTH SIDE, CITY OF HAMILTON, OHIO. (City of Hamilton, Applicant).

WHEREAS, the City of Hamilton requested vacation of a portion of North D Street Alley "A" and Alley "B", alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio; and

WHEREAS, said portion of North D Street Alley "A" is 166 feet in length, ten (10) feet in width, with its directional course as north-south, and located between 1) 310 Main Street – Owner: Community Improvement Corp. of Hamilton, Parcel: P6411003000037, (City Lot No. 1627 S 116), 2) 19 North D Street – Owner: Community Improvement Corp. of Hamilton, Parcel: P6411003000038, (City Lot No. 1627 N50 CONS W/35), and 3) 316 Main Street – Owner: Community Improvement Corp. of Hamilton, Parcel: P6411003000039, (City Lot No. 1626 E 40); and

WHEREAS, said portion of North D Street Alley "B" is 166 feet in length, ten (10) feet in width, with its directional course as north-south, and located between 1) 324 Main Street – Owner: Community Improvement Corp. of Hamilton, Parcel: P6411003000042, (City Lot No. 1625 W 26 FT), and 2) 326 Main Street – Owners: David S. Dennison TR, Parcel: P6411003000043, (City Lot No. 1624 E 1/2); and

WHEREAS, the City of Hamilton proposes the vacation due to the closed state of North D Street Alley A, the traffic safety concerns presented by the curb cut for North D Street Alley B off of Main Street, and due to the development potential of the properties of contiguous properties on Main Street; and

WHEREAS, the portions of North D Street Alley A & Alley B are improved alleys with utilities; and

WHEREAS, the request for said vacation of a portion of North D Street Alley A & Alley B, was reviewed by all City of Hamilton departments through Interdepartmental Review and was approved; and

WHEREAS, the Planning Department notified all of the owners of property located within 200 feet of the area in question of a public hearing on said request to be held at the Hamilton Planning Commission meeting of July 16, 2020, and

WHEREAS, the Planning Commission tabled the alley vacation request at Staff's behest to allow time to determine alternative options for alleys in question; and

WHEREAS, upon review of options the City opted to continue with the alley vacation; and

WHEREAS, the Hamilton Planning Commission reconsidered the alley vacation proposal at their August 20, 2020, with a re-notification of the adjacent property owners and reopening of the public hearing; and

WHEREAS, at the August 20, 2020 Planning Commission meeting there were no objections expressed to the proposed vacation of a portion of North D Street Alley A & B; and

WHEREAS, the Hamilton Planning Commission considered the foregoing vacation request and did recommend that the above described a portion of North D Street Alley A & B, be vacated; and

WHEREAS, on August 20, 2020, the Planning Commission made the following motion and did recommend that City Council adopt an Ordinance to vacate a portion of North D Street Alley "A" and Alley "B", alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio as drawn and depicted on the exhibit map, as indicated in Exhibit No.1; subject to the following conditions of approval outlined below and outlined in Exhibit No. 2:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.

Ordinance No. _____ (Cont'd)

- 2) An easement shall be recorded granting access to underground electric services for 302 & 306 Main Street, and 11 & 17 North D Street. The easement course originates behind 312 Main Street, extends south fifty feet (50') and turns eastwardly behind 310 & 312 Main Street.
- 3) A utility and drainage easement shall be recorded for North D Street Alley "B", or there shall be relocation of utilities completed to the satisfaction of the City.
- 4) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 6) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

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

SECTION I: In consideration of the clauses set forth above, Council does hereby vacate the public's interest in that portion of North D Street Alley "A", 166 feet in length, ten (10) feet in width, with its directional course as north-south, and located between 1) 310 Main Street – Owner: Community Improvement Corp. of Hamilton, Parcel: P6411003000037, (City Lot No. 1627 S 116), 2) 19 North D Street – Owner: Community Behavioral Health Properties LLC, Parcel: P6411003000038, (City Lot No. 1627 N50 CONS W/35), and 3) 316 Main Street – Owner: Community Improvement Corp. of Hamilton, Parcel: P6411003000039, (City Lot No. 1626 E 40) as indicated in Exhibit No. 1 attached hereto, incorporated herein by reference and made a part hereof.

SECTION II: In consideration of the clauses set forth above, Council does hereby vacate the public's interest in that portion of North D Street Alley "B", 166 feet in length, ten (10) feet in width, with its directional course as north-south, and located between 1) 324 Main Street – Owner: Community Improvement Corp. of Hamilton, Parcel: P6411003000042, (City Lot No. 1625 W 26 FT), and 2) 326 Main Street – Owners: David S. Dennison TR, Parcel: P6411003000043, (City Lot No. 1624 E ½) as indicated in Exhibit No. 1 attached hereto, incorporated herein by reference and made a part hereof.

SECTION III: That said conditions of vacation include the conditions listed on Exhibit No.2., North D Street Alley "A" and "B" Alley Vacation, Conditions of Approval attached hereto, incorporated herein by reference and made a part hereof. That said conditions include the following:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) An easement shall be recorded granting access to underground electric services for 302 & 306 Main Street, and 11 & 17 North D Street. The easement course originates behind 312 Main Street, extends south fifty feet (50') and turns eastwardly behind 310 & 312 Main Street.
- 3) A utility and drainage easement shall be recorded for North D Street Alley "B", or there shall be relocation of utilities completed to the satisfaction of the City.
- 4) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.

Ordinance No. _____ (Cont'd)

- 5) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 6) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

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

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

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____
Acting City Clerk

CERTIFICATE

I, Daniel Tidyman, Acting 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 the lobby of City Hall for a period of ten days. POSTED: _____.

Daniel Tidyman, Acting City Clerk
CITY OF HAMILTON, OHIO

EXHIBIT NO. 1



Ordinance No. _____ (Cont'd)

EXHIBIT NO. 2

APPLICATION INFORMATION	
Applicant/Property Owner	City of Hamilton, applicant & property owner
Property Location	310-316 & 324-326 Main Street (Alleys between said properties)
Size of Property	1,660 Square Feet of alley right-of-way (each)
Current Zoning	N/A
Petition Date	2/12/2020

Request: to vacate a portion of North D Street Alley "A" and Alley "B", alleys located between Park Avenue Alley and Main Street, situated in the First Ward, North Side, City of Hamilton, Ohio.

Conditions of Approval:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) An easement shall be recorded granting access to underground electric services for 302 & 306 Main Street, and 11 & 17 North D Street. The easement course originates behind 312 Main Street, extends south fifty feet (50') and turns eastwardly behind 310 & 312 Main Street.
- 3) A utility and drainage easement shall be recorded for North D Street Alley "B", or there shall be relocation of utilities completed to the satisfaction of the City.
- 4) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 6) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

City Council Meeting Staff Report

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

Report From: Edward Wilson III, AICP, Associate Planner II

Agenda Item: An ordinance vacating a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, in the block between South Fourth Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, situated in the Fourth Ward, City of Hamilton, Ohio. (City of Hamilton, Applicant).

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input checked="" type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 9-9-2020 <input checked="" type="checkbox"/> 2 nd Reading Date: 9-23-2020 <input type="checkbox"/> Resolution Date: <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): 8-26-2020 Caucus Report Council Meeting 8-20-2020 Planning Commission Meeting</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$500.00</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>
	<p>Expenditure: \$500.00</p>	
	<p>Source Funds:</p>	

Policy Issue

Does City Council wish to vacate a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, in the block between South 4th Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, Fourth Ward, City of Hamilton, Ohio?

Policy Alternative(s)

Council may choose not to adopt an ordinance to vacate a portion of South Martin Luther King Jr. Boulevard Alley “B”.



Staff Recommendation

Staff recommends that Council receives this report, concurs in the recommendation of the Planning Commission, and adopts the necessary legislation to vacate a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, based on the Planning Commission’s recommendation to approve from its August 20, 2020 meeting.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Chapter 167.07 of the Hamilton Codified Ordinances.

Fiscal Impact Summary

The City’s current fiscal impact includes any staff time allotted to the preparation of the documentation for the proposed vacate a portion of South Martin Luther King Jr. Boulevard Alley “B” estimated at approximately \$500.00.

Background Information

The City of Hamilton is requesting vacation of a portion of South Martin Luther King Jr. Boulevard, Alley “B”. The portion of alley in question is an unimproved north-south alley that connects Charles Street Alley and Pershing Avenue. The portion of alley measures 120 feet in length and is ten (10) feet in width.

City Staff reconsidered the proposed vacation of South Martin Luther King Boulevard Alley “B”, and desired to move forward with the alley vacation as a city-initiated application. The alley is an unimproved, vacant alley, with existing overhead utilities. The alley primarily contains vegetation growing throughout and is the site of dumping and trespassing.

History

Previously, Ms. Nancy Nunez, 524 South Fourth Street, submitted a petition to vacate the alley in question and Council passed a resolution to vacate the alley in question. However, Ms. Nunez did not complete the alley vacation process. Specifically, Ms. Nunez did not select an appraiser to assess the value of the alley, and thus was not in the standing to pay the required two-thirds cost of the appraised value of the alley. Ms. Nunez expressed no further interest in pursuing the vacation of the alley. The Public Works Department reevaluated the alley in question and forwarded an intent to resume vacation of the alley, resulting in a new petition for an alley vacation.

South MLK Jr. Boulevard “B”, Alley Vacation:

An alley vacation is a process in which an alley is reviewed for transference from public use to private property. Approval of an alley vacation means that the vacated portion of street will no longer be public right-of-way and the public could not use the alley for public access such as driving, parking, or walking. The city proposes the alley vacation due to the current unimproved and vacant condition of the alley. The alley does not have improvements to facilitate typical alleyway vehicular access. The alley is also the site of trespass and the Public Works Department has expressed no interest in the unimproved alley.

Specific information pertaining to the proposed alley for vacation is as follows:

S Martin Luther King Jr. Alley “B”, (between Charles Street Alley and Pershing Avenue)

- Length: 120 feet; Width: Ten (10’) feet
- There is an existing electric utility within the alley. Staff recommends recording of a utility easement to maintain access.



Specific information pertaining to the properties adjacent to the right-of-way proposed for vacation is as follows:

- 516 S Fourth Street – Owner: Juana Mancebo and Eduardo Cadena
Parcel: P6441032000107, (City Lot No. 814 ENT)
- 520 S Fourth Street – Owner: Leonard Florence
Parcel: P6441032000108, (City Lot No. 815 ENT)
- 524 S Fourth Street – Owner: Nancy Padilla Nunez
Parcel: P6441032000109, (City Lot: No. 816 ENT)
- 412 Pershing Avenue – Owner: Mariam and Fahed Salem
Parcel: P6441032000111, (City Lot No. 817 ENT)
- 416 Pershing Avenue – Owner: Piney Tiendrebeogo
Parcel: P6441032000112, (City Lot No. 818 ENT)

There are existing utilities within the unimproved alley in question. Staff is recommending that an appropriate utility easement be recorded to allow for continued access and maintenance of the easements.

Alley Vacation Process.

The statues of Chapter 167.07 of the City of Hamilton’s Codified Ordinances regulate vacation or abandonment of public right-of-way (alleys, streets, etc.).

- Planning Commission may vote on the street vacation, for or against.
- If the Planning Commission provides a favorable recommendation, the street vacation proposal is forwarded to City Council.
- If approved by City Council, the council adopts a resolution of intent to vacate.

Typically, right-of-way vacations proceed with appraisal of the alley and Board of Revisions of Assessments. However, with the City of Hamilton as applicant, the petition to vacate may proceed to City Council as an ordinance to vacate the right-of-way. The Planning Commission recommended waiving of the Board of Revisions as part of their recommendation of approval.

Interdepartmental Review

The city’s Interdepartmental Review Committee evaluated the proposed vacation of a portion of South MLK Jr. Blvd, Alley “B”. There were no objections to the proposal, however this is contingent the inclusion of utility easements for continued access and maintenance of existing utilities.

Electric – “The extents of the existing alley right-of-way behind 513-520-524 S 4th Street will need to be a utility easement for the existing overhead power and & telecom serving 412 Pershing Avenue.”

- Staff will add a condition for approval requiring the recording of an easement.

There were no other objections from the Interdepartmental Review Committee.



Notification

The Planning Department mailed Public Hearing Notices to the owners of 36 properties within 200 feet of the subject property per statute requirements. This includes the five (5) owners of property adjacent to the alley in question.

The Planning Department received no phone calls, inquiries, or objections to the proposal. No one attended the August 20, 2020 Planning Commission pertaining to the alley vacation a portion of South Martin Luther King Jr. Blvd. Alley "B".

Planning Commission Recommendation

After conducting a public hearing on August 20, 2020 the Planning Commission recommended Council approve the vacation of a portion of South Martin Luther King Jr. Boulevard Alley "B" located between Charles Street Alley & Pershing Avenue, in the block between South 4th Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, situated in the Fourth Ward, Hamilton, Ohio, utilizing the following motion with conditions.

- 1) That the Planning Commission take action to recommend that City Council adopt the necessary legislation to vacate the portion of Martin Luther King Jr. Boulevard Alley "B", situated in the Fourth Ward, as displayed on the street vacation exhibit. The recommendation includes the following conditions:

Conditions for Approval:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) A ten (10') feet wide electric easement shall be recorded, which includes the existing South Martin Luther King Jr. Boulevard, Alley "B" right-of-way beginning at the Charles Street Alley, extending South 120 feet.
- 3) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 4) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

It is the recommendation of the Planning Department that Council receives this report, concurs in the recommendation of the Planning Staff and the Planning Commission, and directs the passage of the necessary legislation.

Attached Information

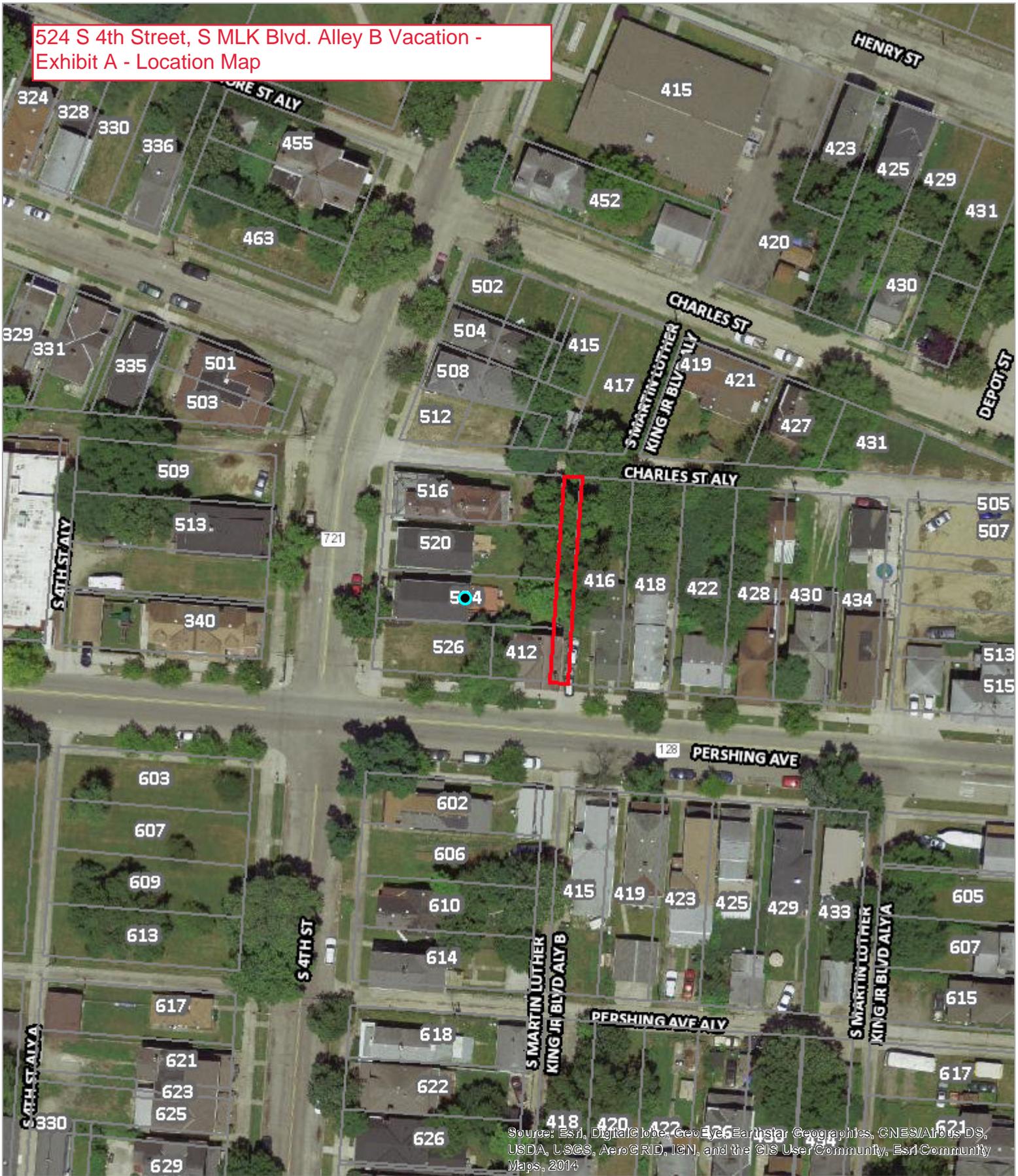
- Exhibit A - Location Map
- Exhibit B - Exhibit Map of South Martin Luther King Alley "B"
- Exhibit C - Petition to Vacate
- Exhibit D - Photos of South MLK Alley "B", Existing Conditions.
- Exhibit E - Public Hearing Notice letters
- Exhibit F - Report to the Planning Commission
- Exhibit G - Recommended Conditions for Approval

Copies Provided to:

- Rich Engle, P.E., Director of Engineering



524 S 4th Street, S MLK Blvd. Alley B Vacation - Exhibit A - Location Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014



Areas

Override 1

S MLK Alley B

City of Hamilton
BUTLER COUNTY OHIO



BCEO GIS Tax Map

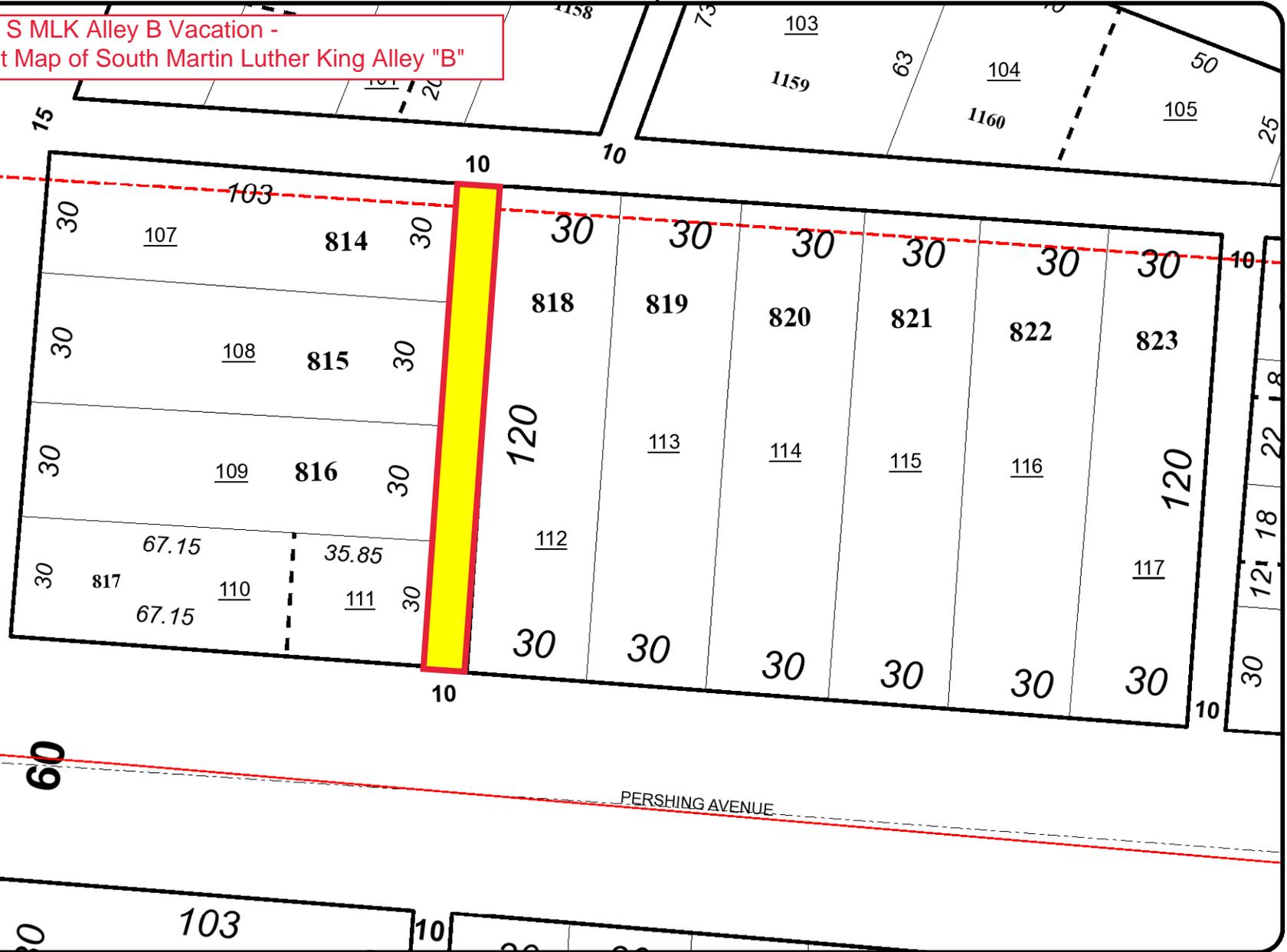
524 S 4th Street, S MLK Alley B Vacation -
Exhibit B - Exhibit Map of South Martin Luther King Alley "B"

SECTION 02
TOWN 1
RANGE 3

SECTION 01
TOWN 1
RANGE 3

66

4TH STREET



BUTLER COUNTY ENGINEER'S OFFICE



GREGORY J. WILKENS, PE., P.S. BUTLER COUNTY ENGINEER

August 7, 19

In using this map provided by the Butler County Engineer's Office, you accept the data as is, without warranty of any kind, either expressed or implied. The Butler County Engineer's Office shall not be held liable for any claim for any loss or damage as a result of reliance on the information contained in this website



Caucus Report
August 12, 2020

City Council Meeting Caucus Report

TO: The Honorable Mayor and Members of the City Council

RE: Petition to vacate a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, abutting 524 South 4th Street, in the block between South 4th Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, Hamilton, Ohio 45011. (City of Hamilton, Applicant).

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

Dear Mayor and Members of Council:

The proposal is a submitted request to vacate portion of South Martin Luther King Jr. Boulevard Alley “B”. Previously, Ms. Nancy Nunez, 524 South Fourth Street, submitted a petition to vacate the alley in question and Council passed a resolution to vacate the alley in question. However, Ms. Nunez did not complete the alley vacation process.

Upon review, City Staff reconsidered the proposed vacation of South Martin Luther King Boulevard Alley “B”, and desired to move forward with the alley vacation as a city-initiated application. Due to statutes, the alley vacation request must be restarted, and would require a public hearing at the Planning Commission if Council accepts this petition.

Overview:

The alley in question is an unimproved, vacant, alley located in the Fourth Ward. This alley abuts 516, 520, 524 South 4th Street, and 412 Pershing Avenue on the west & 416 Pershing Avenue on the east. South Martin Luther King Jr. Boulevard, Alley “B” runs north-south and is accessible from Charles Street Alley in the north and Pershing Avenue to the south. The portion of alley measures approximately one-hundred and twenty feet (120’) in length, and ten feet (10’) in width, as 1,200 square feet of right-of-way. The alley currently has weeds and other vegetation growing through it.

It is the recommendation of this office that Council receives this petition and recommends that it be forwarded to the City Planning Commission for review, public hearing and recommendation.



Sincerely,

Caucus Report Prepared By:

Joshua A. Smith
City Manager

Ed Wilson, AICP
Associate Planner II

Choose Strategic Goal(s)

- I** Generate 125mm in new private investment
- J** Increase gross wages paid by Hamilton Employers by \$100mm
- P** Exceed total county growth rate median home sale prices
- R** Generate \$40mm in investment for recreational amenities
- E** Engage 50,000 participants annually in special events, arts and recreation activities
- O** General Operations/ Government Business

Attachments:

- 1) Exhibit A - Location Map of South Martin Luther King Jr Blvd., Alley "B"
- 2) Exhibit B - Exhibit Map of Alley "B"



524 S 4th Street, S MLK Alley B Vacation
Exhibit D - Photos of S MLK Alley B, Existing Conditions

These two pictures were taken from Pershing Avenue side.







August 5, 2020

NOTICE OF PUBLIC HEARING

Attention Property Owner:

The City of Hamilton Planning Commission will hold a public hearing on **Thursday evening, August 20, 2020 at 6:00 P.M.** in the Council Chambers of the City Building located at 345 High Street, and via Zoom online webinar, at: <https://zoom.us/j/99601139722>. Webinar ID: 996 0113 9722.

The agenda for this hearing includes the following item:

- LOCATION:** South Martin Luther King Jr. Boulevard Alley “B”, portion between Charles Street Alley and Pershing Avenue. See map on the reverse side.
- APPLICANT:** City of Hamilton
- REQUEST:** To vacate / abandon a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, situated in the Fourth Ward, City of Hamilton, Ohio.

The proposed alley vacation means that the portion of alley in question would no longer be public right-of-way, meaning that the public could not use the alley for public access (driving, vehicles, parking, or pedestrian use).

You are a property owner within 200 feet of the subject property and as such are required by statute to be notified of this public hearing.

An application for this project (revised site plan, images) as well as the Commission Bylaws are on file in our office and available for your review. These materials, in addition to future updates and reports completed by staff during the review process, can be found online at: <https://www.hamilton-oh.gov/planningcommission>

The Planning Commission Agenda containing the staff report, application, and site plans will be updated as we approach the date of the Planning Commission meeting: Agenda link - <https://tinyurl.com/pc08202020>.

Due to recent state mandates, the Planning Commission meeting shall be held remotely. Staff will hold the meeting through an online service and allow citizens to call into the meeting or access the meeting via website. We encourage you to access the meeting through the options below.

Call: 1 (929) 205-6099 and when prompted dial the Webinar ID: 996 0113 9722
Or use this website link to access the online meeting: <https://zoom.us/j/99601139722>.

If you have any questions or comments concerning this matter, please forward your comments in writing for presentation at the meeting, or, please contact the Planning Department via email at planning@hamilton-oh.gov or contact **Ed Wilson, AICP** or **Liz Hayden, Planning Director** of the City of Hamilton Planning Department at (513) 785-7350.

Sincerely

Edward Wilson III, AICP

Mr. Ed Wilson, AICP
Associate Planner II

See Reverse Side for Public Hearing Notification Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014



Areas

Override 1

Site Address Points

MLK Alley B





August 5, 2020

NOTICE OF PUBLIC HEARING

Attention Property Owner:

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The agenda for this hearing includes the following item:

- LOCATION:** South Martin Luther King Jr. Boulevard Alley "B", portion between Charles Street Alley and Pershing Avenue. See map on the reverse side.
- APPLICANT:** City of Hamilton
- REQUEST:** To vacate / abandon a portion of South Martin Luther King Jr. Boulevard Alley "B" located between Charles Street Alley & Pershing Avenue, situated in the Fourth Ward, City of Hamilton, Ohio.

The proposed alley vacation means that the portion of alley in question would no longer be public right-of-way, meaning that the public could not use the alley for public access (driving, vehicles, parking, or pedestrian use).

You are an owner of property that directly abuts the alley proposed for vacation/abandonment.

Per Chapter 167.07 of the City of Hamilton's Codified Ordinances, if you do not participate in this public hearing to voice objection or do not object to the Planning Commission in writing, this shall be considered agreement with the proposed alley vacation.

An application for this project (revised site plan, images) as well as the Commission Bylaws are on file in our office and available for your review. These materials, in addition to future updates and reports completed by staff during the review process, can be found online at: <https://www.hamilton-oh.gov/planningcommission>

The Planning Commission Agenda containing the staff report, application, and site plans will be updated as we approach the date of the Planning Commission meeting: Agenda link - <https://tinyurl.com/pc08202020>.

Due to recent state mandates, the Planning Commission meeting shall be held remotely. Staff will hold the meeting through an online service and allow citizens to call into the meeting or access the meeting via website. We encourage you to access the meeting through the options below.

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Or use this website link to access the online meeting: <https://zoom.us/j/99601139722>.

If you have any questions or comments concerning this matter, please forward your comments in writing for presentation at the meeting, or, please contact the Planning Department via email at planning@hamilton-oh.gov or contact **Ed Wilson, AICP** or **Liz Hayden, Planning Director** of the City of Hamilton Planning Department at (513) 785-7350.

Sincerely,

Edward Wilson III, AICP

Mr. Ed Wilson, AICP
Associate Planner II

See Reverse Side for Public Hearing Notification Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014



Areas

- Override 1
- Site Address Points

MLK Alley B



City of Hamilton
BUTLER COUNTY OHIO



Date: 9/5/2019

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

1 inch = 94 feet



Planning Department
345 High Street, 3rd floor
Hamilton, Ohio 45011

Agenda Item #2
S MLK Alley B

For the Planning Commission Meeting of August 20, 2020

To: Planning Commission
From: Ed Wilson, AICP, Associate Planner II
Date: August 10, 2020

Subject: **AGENDA ITEM #2 – New Business**
South Martin Luther King Jr. Boulevard, Alley “B” – Alley Vacation

APPLICANT: City of Hamilton
LOCATION: A portion of South Martin Luther King Jr. Boulevard, Alley “B”
portion between Charles Street Alley and Pershing Avenue
Location³ ([Zoning Map](#)) | Location⁴ ([Google Maps](#))
REQUEST: To vacate that portion of right-of-way located between
Charles Street Alley and Pershing Avenue, situated in the
Fourth Ward, City of Hamilton, Ohio.

BASIC INFORMATION		
Applicant/Property Owner	City of Hamilton, applicant & property owner	
Architect/Engineer/Consultant	N/A	
Size of Property	120 Feet of alley 1,200 Square Feet of right-of-way	
Current Zoning	N/A	
Requests	Vacate a portion of S Martin Luther King Jr. Boulevard Alley “B”	
Size of Revision	120 Feet of alley	
ADJACENT LAND USE/ZONING INFORMATION		
Direction	Land Use	Zoning
North	N/A	N/A
South	N/A	N/A
East	N/A	N/A
West	N/A	N/A

³ Shows South Martin Luther King Jr. Blvd, Alley “B” using the Public Zoning Map

⁴ Shows the location of the site in question using Google Maps:

<https://www.google.com/maps/place/412+Pershing+Ave,+Hamilton,+OH+45011/@39.393704,-84.5613583,208m/data=!3m2!1e3!4b1!4m5!3m4!1s0x88404653b0358b61:0x7d21b32c1c4afa32!8m2!3d39.393704!4d-84.5608111>

Report continued on the next page





Staff Report Contents (South Martin Luther King Jr. Blvd, Alley “B”)

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Section C: Statutes:45
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Section G: Attachments.....47

Report continued on the next page



Section A: Introduction and Background

Section A.1: Project Overview

The City of Hamilton is requesting vacation of one (1) portion of alleyway, South Martin Luther King Jr. Boulevard, Alley “B”. The portion of alley in question is a north-south alley street that connects Charles Street Alley and Pershing Avenue. South Martin Luther King Jr. Boulevard Alley “B” is a vacant, unimproved, “paper” alleyway with overgrowth and vegetation. (See [Exhibit A](#), Location Map)

Previously, this alley vacation was previously considered at the September 19, 2020 Planning Commission meeting. The applicant, Ms. Nancy Nunez (524 South Fourth Street) petitioned to vacate the alley since it is not being maintained and it is a site for dumping and trespassing. At the September 19, 2019 meeting, the Planning Commission gave a favorable recommendation to vacate the alley, and City Council passed a Resolution of Intent to Vacate. However, Ms. Nunez was no longer interested in pursuing the alley vacation due to cost concerns for the alley appraisal and purchase.

The City of Hamilton through the Public Works department requested the vacation of alley in question, thus requiring a new petition to vacate and subsequent review by the Planning Commission. (See [Exhibit B](#), Exhibit Map; and [Exhibit C](#), Petition to Vacate)

Section A.2: Existing Site Conditions

The portion of alley in question measures 120 feet in length, 10 feet in width, and right-of-way of approximately 1,200 square feet. The alley is located along South Fourth Street, a neighborhood street of the City of Hamilton, and is situated between multiple residential properties including, 516 South Fourth Street, 520 South Fourth Street, 524 South Fourth Street, 412 Pershing Avenue, and 416 Pershing Avenue. Currently, there are existing overhead electric services being provided over the alley.

South Martin Luther King Alley “B” is in close proximity to the South Fourth Street and Pershing Avenue intersection.

Section A.3: History

On September 19, 2020, the Planning Commission reviewed a citizen-initiated petition to vacate the alley in question, granting a favorable recommendation to vacate. City Council passed a Resolution of Intent to Vacate on October 9, 2020. Due to the previous applicant no longer having an interest in continuing the vacation request, and due to the City desiring vacation of the alley, the vacation request requires a new petition and review.

Report continued on the next page





Section B: Petition Review

Section B.1: Submitted Request

The City of Hamilton submitted a petition proposing vacation (abandonment) of the public right-of-way for a portion of South Martin Luther King Jr. Boulevard, Alley “B”, located between Charles Street Alley and Pershing Avenue. That portion of alley has not been improved (constructed) as a public alley and is currently occupied by vacant land. (See [Exhibit D](#), Photos of Existing Conditions)

Alley Vacation

A right-of-way vacation is a process in which a street or alley is reviewed for transference from public use to private property. Approval of an alley vacation means that the vacated portion of alley will no longer be public right-of-way and the public could not use the street for public access such as driving, parking, or walking.

In the event that any right-of-way vacation is approved, the land currently designated as right-of-way would be split down the centerline and each half (1/2) would be transferred to the adjacent property owners of record.

Specific information pertaining to the proposed alley for vacation is as follows:

S Martin Luther King Jr. Alley “B”,
(between Charles Street Alley and Pershing Avenue)

- Length: 120 feet; Width: Ten (10’) feet

Specific information pertaining to the properties adjacent to the right-of-way proposed for vacation is as follows:

- 516 S Fourth Street – Owner: Juana Mancebo and Eduardo Cadena
Parcel: P6441032000107, (City Lot No. 814 ENT)
- 520 S Fourth Street – Owner: Leonard Florence
Parcel: P6441032000108, (City Lot No. 815 ENT)
- 524 S Fourth Street – Owner: Nancy Padilla Nunez
Parcel: P6441032000109, (City Lot: No. 816 ENT)
- 412 Pershing Avenue – Owner: Mariam and Fahed Salem
Parcel: P6441032000111, (City Lot No. 817 ENT)
- 416 Pershing Avenue – Owner: Piney Tiendrebeogo
Parcel: P6441032000112, (City Lot No. 818 ENT)

Report continued on the next page





Section B.2: Interdepartmental Review

The city's Interdepartmental Review Committee evaluated the proposed vacation of a portion of South Martin Luther King Jr. Boulevard, Alley "B". The following comments were received:

Electric:

Objection – *"The extents of the existing alley right-of-way behind 513-520-524 S 4th Street will need to be a utility easement for the existing overhead power and & telecom serving 412 Pershing Avenue."*

Staff will add a condition for approval requiring the recording of an easement.

There were no other objections from the Interdepartmental Review Committee.

Section C: Statutes:

Alley Vacation Process.

The Planning Commission can approve or deny the request for an alley vacation and may modify or add any additional conditions to the street vacation request.

The statues of Chapter 167.07 of the City of Hamilton's Codified Ordinances regulate vacation or abandonment of public right-of-way (alleys, streets, etc.).

- Planning Commission may vote on the street vacation, for or against.
- If the Planning Commission provides a favorable recommendation, the street vacation proposal is forwarded to City Council.
- If approved by City Council, the council adopts a resolution of intent to vacate.

Typically, right-of-way vacations proceed with appraisal of the alley and Board of Revisions of Assessments. However, with the City of Hamilton as applicant, the petition to vacate may proceed to City Council as a resolution to vacate, followed by an ordinance to vacate the right-of-way.

Report continued on the next page





Section D: Notification

The Planning Department mailed Public Hearing Notices to the owners of 36 properties within 200 feet of the subject property per statute requirements. This includes the five (5) owners of property adjacent to the alley in question. (See [Exhibit E](#))

As of the writing of this report, the Planning Department received no phone calls or inquiries pertaining to the proposal.

Section E: Recommendations

The Planning Commission can provide a favorable recommendation to City Council for the alley vacation, or recommend denial of proposal. The Planning Department recommends the following motion to City Council:

- 1) That the Planning Commission take action to recommend that City Council adopt the necessary legislation to vacate the portion of South Martin Luther King Jr. Boulevard Alley “B”, situated in the Fourth Ward, as displayed on the street vacation exhibit. The recommendation includes the following conditions:

Conditions for Approval (also noted in [Exhibit F](#)):

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) A ten (10’) feet wide electric easement shall be recorded, which includes the existing South Martin Luther King Jr. Boulevard, Alley “B” right-of-way beginning at the Charles Street Alley, extending South 120 feet.
- 3) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 4) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

Report continued on the next page





Section F: Staff Basis / Comments

Staff finds the proposed street vacation to be consistent with the intent and purpose of right-of-way vacation and abandonment in the following ways:

1. The alleyway in question is an unimproved alley, with a need to access the overhead electric utilities. With a recorded utility easement, such access would be maintained.
2. South Martin Luther King Jr. Boulevard, Alley “B” is narrow and is in close proximity to a major street intersection, Pershing Avenue. Removing this alley does not significantly reduce connectivity in the area or substantially harm existing traffic connectivity and eliminating access to the unimproved alley would have multiple safety benefits.
3. The proposed vacation will not adversely impact the public health, safety, or welfare. No vehicular access to any privately owned property will be closed as a result of the proposed vacation.

Section G: Attachments

The following attachments are listed in chronological order as they appear in the report.

1. Exhibit A – [Location Map](#)
2. Exhibit B – [Exhibit Map of South Martin Luther King, Alley “B”](#)
3. Exhibit C – [Petition to Vacate](#)
4. Exhibit D – [Photos of South Martin Luther King, Alley “B”, Existing Conditions](#)
5. Exhibit E – [Public Hearing Notice letter](#)
6. Exhibit F – [Conditions for Approval](#)

Report continued on the next page





APPLICATION INFORMATION	
Applicant/Property Owner	City of Hamilton, applicant & property owner
Property Location	Charles Street Alley and Pershing Avenue
Size of Property	120 Feet of alley 1,200 Square Feet of right-of-way
Current Zoning	N/A
Petition Date	08/12/2020

Request: To vacate that portion of South Martin Luther King Jr. Boulevard, Alley “B”, located between Charles Street Alley and Pershing Avenue, situated in the Fourth Ward, City of Hamilton, Ohio

Conditions of Approval:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) A ten (10') feet wide electric easement shall be recorded, which includes the existing South Martin Luther King Jr. Boulevard, Alley “B” right-of-way beginning at the Charles Street Alley, extending South 120 feet.
- 3) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 4) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

Report continued on the next page



ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF SOUTH MARTIN LUTHER KING JR. BOULEVARD ALLEY “B” LOCATED BETWEEN CHARLES STREET ALLEY & PERSHING AVENUE, IN THE BLOCK BETWEEN SOUTH FOURTH STREET, SOUTH MARTIN LUTHER KING JR. BOULEVARD, PERSHING AVENUE, AND CHARLES STREET, SITUATED IN THE FOURTH WARD, CITY OF HAMILTON, OHIO.
(City of Hamilton, Applicant).

WHEREAS, the City of Hamilton requested vacation of a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, in the block between South Fourth Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, Fourth Ward, City of Hamilton, Ohio; and

WHEREAS, said portion of South Martin Luther King Jr. Boulevard Alley “B” is 120 feet in length, ten (10) feet in width, with its directional course as north-south, located between 1) 516 S Fourth Street – Owner: Juana Mancebo and Eduardo Cadena, Parcel: P6441032000107, (City Lot No. 814 ENT), 2) 520 S Fourth Street – Owner: Leonard Florence, Parcel: P6441032000108, (City Lot No. 815 ENT), 3) 524 S Fourth Street – Owner: Nancy Padilla Nunez, Parcel: P6441032000109, (City Lot: No. 816 ENT), 4) 412 Pershing Avenue – Owner: Mariam and Fahed Salem, Parcel: P6441032000111, (City Lot No. 817 ENT), and 5) 416 Pershing Avenue – Owner: Piney Tiendrebeogo, Parcel: P6441032000112, (City Lot No. 818 ENT); and

WHEREAS, the City of Hamilton proposes the vacation due to the alley being an unimproved, vacant alley, with overgrowth, and is subject to constant dumping and encroaching; and

WHEREAS, the request for said vacation of a portion of alley, was reviewed by all City of Hamilton departments through Interdepartmental Review and was approved; and

WHEREAS, the Planning Department notified all of the owners of property located within 200 feet of the area in question of a public hearing on said request to be held at the Hamilton Planning Commission meeting of August 20, 2020; and

WHEREAS, at the public hearing there were no objections expressed to the proposed vacation of a portion of South Martin Luther King Jr. Boulevard Alley “B”; and

WHEREAS, the Hamilton Planning Commission considered the foregoing vacation request and did recommend that the above described a portion of South Martin Luther King Jr. Boulevard Alley “B”; and

WHEREAS, on August 20, 2020, the Planning Commission made the following motion and did recommend that City Council adopt an Ordinance to vacate a portion of South Martin Luther King Jr. Boulevard Alley “B” located between Charles Street Alley & Pershing Avenue, in the block between South 4th Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, Fourth Ward, City of Hamilton, Ohio as drawn and depicted on the exhibit map, as indicated in Exhibit No.1; subject to the following conditions of approval outlined below and outlined in Exhibit No. 2:

1. The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
2. A ten (10') feet wide electric easement shall be recorded, which includes the existing South Martin Luther King Jr. Boulevard, Alley “B” right-of-way beginning at the Charles Street Alley, extending South 120 feet.
3. That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
4. That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.

Ordinance No. _____ (Cont'd)

5. That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

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

SECTION I: In consideration of the clauses set forth above, Council does hereby vacate the public's interest in that portion of South Martin Luther King Jr. Boulevard Alley "B" is 120 feet in length, ten (10) feet in width, with its directional course as north-south, located between 1) 516 S Fourth Street – Owner: Juana Mancebo and Eduardo Cadena, Parcel: P6441032000107, (City Lot No. 814 ENT), 2) 520 S Fourth Street – Owner: Leonard Florence, Parcel: P6441032000108, (City Lot No. 815 ENT), 3) 524 S Fourth Street – Owner: Nancy Padilla Nunez, Parcel: P6441032000109, (City Lot: No. 816 ENT), 4) 412 Pershing Avenue – Owner: Mariam and Fahed Salem, Parcel: P6441032000111, (City Lot No. 817 ENT), and 5) 416 Pershing Avenue – Owner: Piney Tiendrebeogo, Parcel: P6441032000112, (City Lot No. 818 ENT) as indicated in Exhibit No. 1 attached hereto, incorporated herein by reference and made a part hereof.

SECTION II: That said conditions of vacation include the conditions listed on Exhibit No.2., South Martin Luther King Jr. Boulevard Vacation, Conditions of Approval attached hereto, incorporated herein by reference and made a part hereof. That said conditions include the following:

1. The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
2. A ten (10') feet wide electric easement shall be recorded, which includes the existing South Martin Luther King Jr. Boulevard, Alley "B" right-of-way beginning at the Charles Street Alley, extending South 120 feet.
3. That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
4. That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
5. That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

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

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

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

Ordinance No. _____ (Cont'd)

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

Acting City Clerk

CERTIFICATE

I, Daniel Tidyman, Acting 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 the lobby of City Hall for a period of ten days. POSTED: _____.

Daniel Tidyman, Acting City Clerk
CITY OF HAMILTON, OHIO

EXHIBIT NO. 1



Ordinance No. _____ (Cont'd)

EXHIBIT NO. 2

APPLICATION INFORMATION	
Applicant/Property Owner	City of Hamilton, applicant & property owner
Property Location	516-524 Main Street, 412-416 Pershing Avenue (Alleys between said properties)
Size of Property	1,200 Square Feet of alley right-of-way (each)
Current Zoning	N/A
Petition Date	8/12/2020

Request: to vacate a portion of South Martin Luther King Jr. Boulevard Alley "B" located between Charles Street Alley & Pershing Avenue, in the block between South Fourth Street, South Martin Luther King Jr. Boulevard, Pershing Avenue, and Charles Street, situated in the Fourth Ward, City of Hamilton, Ohio. (City of Hamilton, Applicant).

Conditions of Approval:

- 1) The construction drawings for the proposed work, including site/engineering plans, shall be revised subject to any future requirements of the City Interdepartmental Review (IDR) Committee upon review.
- 2) A ten (10') feet wide electric easement shall be recorded, which includes the existing South Martin Luther King Jr. Boulevard, Alley "B" right-of-way beginning at the Charles Street Alley, extending South 120 feet.
- 3) That the City Council waive its right to a hearing before the Board of Revisions of Assessments because the petition for vacation has been submitted by the City of Hamilton.
- 4) That the City Council waive the requirement for an appraisal of the property to be vacated because the petition for vacation has been submitted by the City of Hamilton.
- 5) That the City Council waive the customary two-thirds payment of the appraised value of the vacated property because the petition for vacation has been submitted by the City of Hamilton.

City Council Meeting Staff Report

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

Report From: Ed Wilson, AICP Associate Planner II

Agenda Item: An Emergency Ordinance approving the replat of Hamilton Enterprise Park, Phase 3; a replat of part of Lot Number 30305, all of Lot Number 32175, and all of Lot Number 32166 – into new Lot Numbers 32326 and 32327, situated in the Sixth Ward, North Side, Hamilton, Ohio. (City of Hamilton, Applicant).

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input checked="" type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Emergency Ordinance</i></p>	<input checked="" type="checkbox"/> 1 st Reading Date: 9-9-2020 <input checked="" type="checkbox"/> 2 nd Reading Date: 9-9-2020 <input type="checkbox"/> Resolution Date: <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): 8-26-2020 Caucus Report City Council Meeting Planning Commission Meeting: 8-20-2020</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$500.00 Expenditure: \$500.00 Source Funds:</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to accept the replat of Hamilton Enterprise Park, Phase 3; a replat of part of Lot #30305, all of Lot #32175, and all of Lot #32166 – into two (2) new lots, Lot #32326 and Lot #32327, situated in the Sixth Ward, North Side, Hamilton, Ohio?

Policy Alternative(s)

Council may choose not to adopt such legislation to accept the replat of Hamilton Enterprise Park, Phase 3 and the lots will remain as currently recorded. This will hinder the required utility relocation and private development related to the recently approved and upcoming Saica (Project Cassius) development, a thirty-acre manufacturing facility to be located in Hamilton Enterprise Park.



Staff Recommendation

Staff recommends that Council receives this report, concurs in the recommendation of the Planning Commission and adopts the necessary legislation to approve and accept the replat of Hamilton Enterprise Park, Phase 3.

This recommendation is based on the Planning Commission's recommendation that City Council approve the request from its August 20, 2020 meeting.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Chapter 1191, Procedure for Plat Approval, Subdivision Regulations of the City of Hamilton.

Fiscal Impact Summary

The City's current fiscal impact includes any staff time allotted to working with the applicant and the preparation of the documentation for the Replat of Hamilton Enterprise Park, Phase 3, estimated at approximately Five Hundred and 00/100 Dollars (\$500.00).

Background Information

The submitted application pertains to a replat of the Hamilton Enterprise Park. Hamilton Enterprise Park is Hamilton's technologic and industrial park located on Hamilton-Mason Road on the eastern periphery of the city, accessed by north-south Hamilton-Enterprise Drive, property zoned IPD (Industrial Planned Development). Hamilton Enterprise Park consists of several industrial, manufacturing, and distribution type operations, including the recently approved and upcoming Saica (Project Cassius) a thirty-acre manufacturing facility.

Due to the recent approval of Saica/Project Cassius and the specific land development requirements of the project, the City requires relocation of specific utilities and their related easements. This primarily includes an existing drainage area and an existing sanitary-sewer line. To facilitate both the private development and utility relocation, the City requires a replat of properties and existing easements and existing properties.

In addition, the sensitive timeline of the Saica project, including the remaining time optimal for construction in the year, Staff is requesting this item be considered as for an Emergency Ordinance. This would help maintain the timeline of a high-level and key development project for Hamilton Enterprise Park and the City, and help prevent delays of the project.

Replat Information

A replat is a reconfiguration of existing lots and parcels. It is typically different from a lot split or lot combination as a replat will also involve requests pertaining to easements (establishing or vacating/abandoning), and/or right-of-way requests (proposing new streets or right-of-way) as part of the lot or land reconfiguration. City Council takes final action on replat requests following a recommendation of approval from the Planning Commission.

Current Application:

The current application for review is for the replat of Hamilton Enterprise Park Phase 3, replating of part of Lot #30305, all of Lot #32175, and all of Lot #32166 – into new two (2) lots, Lot #32326 and Lot #32327

The submitted replat document indicates the following:



1. Reconfiguration of the subject area, 58.21 acres of Hamilton Enterprise Park, into two (2) new city lots.
 - **Proposed Lot (1) - #32326 (30.51 acres)**
 - This is the northern proposed lot.
 - This is the site of the upcoming Saica/Project Cassius development, recently approved by the Planning Commission.
 - This lot also contains easements to be vacated by this plat:
 - An existing drainage easement encompassing the eastern half of the area.
 - An existing 15' utility easement.
 - An existing 20' sanitary sewer easement.
 - The easement vacations are required as part of the Cassius development and relocation of a drainage easement and existing utilities.
 - The plat proposes a new, relocated 20' sanitary sewer easement as part of the relocation of sewer utilities.
 - **Proposed Lot (2) - #32327 (27.69 acres)**
 - This is the southern proposed lot.
 - A new drainage & utility easement would be located on the northern half of the property, to accommodate the relocation of the drainage facility.
 - There are no other proposed changes to easements on the property.
 - This would be a remainder parcel.

Interdepartmental Review

The proposed replat has been through the City's Interdepartmental Review Committee. The replat has been reviewed and approved through the City's Interdepartmental Review process with only minor corrections needed. This includes resolution of the final language for the proposed easement relocation.

Planning Commission Recommendation

The Planning Commission recommended to City Council approval of the replat with the following motion:

1. That the Planning Commission recommends that City Council approve the Replat of Part of City Lot No. #30305, and All of City Lots No. #32175 and #32166 as new Lots #32326 & #32327, as proposed with the following additional condition:

Condition of Approval:

1. The final easement language shall be subject to the City of Hamilton and the Ohio EPA (Environmental Protection Agency) approval.

Staff Basis / Comments

Staff provided the following basis / comments for recommending approval of the replat:



1. The proposed replat is necessary to accommodate the Project Cassius development due to a larger configuration of development involved with the project.
2. The replat is needed for the vacation of existing easements and the relocation of a drainage easement and relocation of an existing sanitary sewer utility to accommodate the project while maintaining the appropriate utility and drainage services.
3. The proposed plat has been through substantial planning and review procedures due to its association with Project Cassius and associated utility and drainage easement relocations.
4. The proposed replat retains all other existing easements allowing continued utility service and maintenance of existing utilities.
5. The proposed replat will not harm the general public, health, safety, and welfare of the site or surrounding area.

Attached Information

- 1) Exhibit A - Location Map
- 2) Exhibit B - Survey Drawing, Replat of Hamilton Enterprise Park, Phase III (Part of City Lot No. #30305, and All of City Lots No. #32175 and #32166) - into New Lots #32326 and #32327

Copies Provided to:

N/A



Hamilton Enterprise Park Replat
Exhibit A - Location Map



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri Community Maps, 2014

2995 McBride Court



-  Owner Parcels
-  Municipal Boundaries



EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE APPROVING THE REPLAT OF HAMILTON ENTERPRISE PARK, PHASE 3; A REPLAT OF PART OF LOT NUMBER 30305, ALL OF LOT NUMBER 32175, AND ALL OF LOT NUMBER 32166 – INTO TWO (2) NEW LOTS NUMBERS 32326 AND 32327, SITUATED IN THE SIXTH WARD, NORTH SIDE, HAMILTON, OHIO. (City of Hamilton, Applicant).

WHEREAS, the City of Hamilton, Ohio requests approval of replat of Hamilton Enterprise Park, Phase 3; a replat of part of Lot #30305, all of Lot #32175, and all of Lot #32166 – into two (2) new city lots, Lot #32326 and Lot #32327, situated in the Sixth Ward, North Side, Hamilton, Ohio; and

WHEREAS, the replat of Hamilton Enterprise Park Phase 3, consists of approximately 58.21 acres of vacant, undeveloped land in Hamilton Enterprise Park; and

WHEREAS, said replat subdivides the property in question, part of Lot #30305, all of Lot #32175, and all of Lot #32166 – into two (2) new city lots, Lot #32326 and Lot #32327; and

WHEREAS, said replat abandons an existing drainage easement, sanitary easement and utility easement, relocating said easements to accommodate a new industrial development and related drainage area relocation; and

WHEREAS, Ordinance No. 6038, Chapter 1191, City of Hamilton Subdivision Regulations, outlines the procedure for platting and subdivision land in the city; and

WHEREAS, the replat for Hamilton Enterprise Park, Phase 3, was considered and approved by the Planning Commission on August 20, 2020; and

WHEREAS, on August 20, 2020, the Planning Commission recommended approval of the replat for Hamilton Enterprise Park, Phase 3, to City Council subject to the following conditions:

1. The final easement language shall be subject to the City of Hamilton and the Ohio EPA (Environmental Protection Agency) approval; and

WHEREAS, the subject matter herein constitutes an emergency measure in that it provides for the immediate preservation of the public peace, property, health, and safety of the community by:

1. Facilitating the construction and development timeline for Saica, 2995 McBride Court, due to the time required and efforts dedicated towards the overall proposal, and the relocation of existing utilities and facilities necessary to ensure the development.
2. Enabling sale, development, and investment of a property in the Hamilton Enterprise Park, that represents a significant project and investment project for the City.
3. Establishing a new manufacturing facility, Saica, representing recruitment of a high demand manufacturing industry.
4. Promoting high impact development, investment, and interest for Hamilton Enterprise Park, and continuing development of the Hamilton Enterprise Park, key goals of the City's Comprehensive Plan, Plan Hamilton, and the City.

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

SECTION I: That this Council accepts the recommendation of the Planning Commission and hereby approves the replat of Hamilton Enterprise Park, Phase 3, as seen in Exhibit No. 1, subject to the conditions in Exhibit No. 2, for the following rationale:

1. The proposed replat is necessary to accommodate the Project Cassius development due to a larger configuration of development involved with the project.

Emergency Ordinance No. _____ (Cont'd)

- 2. The replat is needed for the vacation of existing easements and the relocation of a drainage easement and relocation of an existing sanitary sewer utility to accommodate the project while maintaining the appropriate utility and drainage services.
- 3. The proposed plat has been through substantial planning and review procedures due to its association with Project Cassius and associated utility and drainage easement relocations.
- 4. The proposed replat retains all other existing easements allowing continued utility service and maintenance of existing utilities.
- 5. The proposed replat will not harm the general public, health, safety, and welfare of the site or surrounding area.

SECTION II: That the Replat of Hamilton Enterprise Park, Phase 3; a replat of part of Lot #30305, all of Lot #32175, and all of Lot #32166 – into two (2) new city lots, Lot #32326 and Lot #32327, situated in the Sixth Ward, North Side, Hamilton, Ohio, heretofore approved by the Platting Commissioner and the Planning Commission of the City of Hamilton, Ohio, be and the same is hereby approved.

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

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

PASSED: _____

Mayor

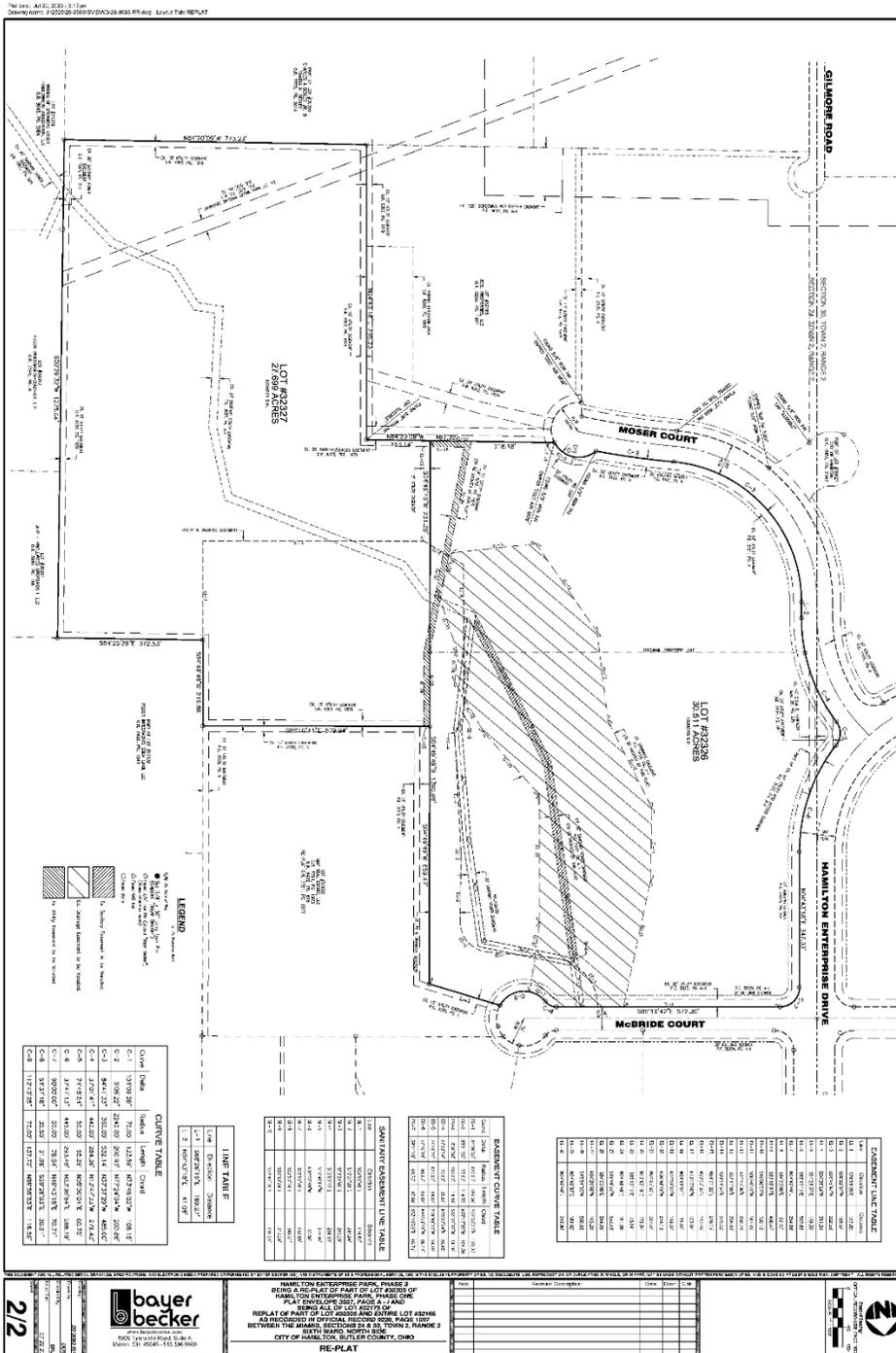
Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO



Emergency Ordinance No. _____ (Cont'd)

EXHIBIT NO. 2

APPLICATION INFORMATION	
Applicant/Property Owner	City of Hamilton, Ohio
Property Location	2995 McBride Court (Hamilton Enterprise Park)
Size of Property	58.11 Acres (Subject Property)
Current Zoning	IPD (Industrial Planned Development) as listed in Section 1125.00 of the Hamilton Zoning Ordinance
Proposed Request:	Replat of Hamilton Enterprise Park, Phase 3 - a replat of part of Lot #30305, All of Lot #32175, and All of Lot #32166 – into New Lots #32326 and #32327

Request: To approve the replat of Hamilton Enterprise Park, Phase 3; a replat of part of Lot #30305, All of Lot #32175, and All of Lot #32166 – into new lots, Lot #32326 and Lot #32327, situated in the Sixth Ward, North Side, Hamilton, Ohio

Conditions of Approval:

1. The final easement language shall be subject to the City of Hamilton and the Ohio EPA (Environmental Protection Agency) approval.

City Council Meeting Staff Report

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

Report From: Jody Gunderson, Economic Development Director

Agenda Item: A resolution authorizing and directing the execution of an Enterprise Zone Agreement with Saica Pack US LLC, relative to real property tax abatement.

Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	Related Strategic Goal(s) <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
Ordinance or Resolution <i>Resolution</i>	<input type="checkbox"/> 1 st Reading Date: <input type="checkbox"/> 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Date: 9-9-2020 <input type="checkbox"/> Public Hearing Date:	
Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i>	City Council (or other): Caucus Report 8/26/2020 City Council Meeting	
Contract	<input checked="" type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$ Expenditure: \$ Source Funds:	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation approving the execution of an Enterprise Zone Agreement with Saica Pack US LLC (fka Origin Venture LLC) for a project at 2995 McBride Court?

Policy Alternative(s)

Council may choose not to adopt such legislation approving the execution of an Enterprise Zone Agreement with Saica Pack US LLC for a project at 2995 McBride Court.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation approving the execution of an Enterprise Zone Agreement with Saica Pack US LLC for a project at 2995 McBride Court.



Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Section 175.10, Disposition of Property, Codified Ordinances of the City of Hamilton, Ohio.

Fiscal Impact Summary

There is no impact to the General Fund.

Background Information

The City of Hamilton and Saica Pack US LLC (fka Origin Venture) has been in discussions regarding their industrial project in the City at 2995 McBride Court. Saica Pack US LLC has requested Enterprise Zone tax abatement for the project.

The total project is estimated at \$70.2 million. This involves the construction of an approximate 350,000 square foot industrial building. Saica Pack will create sixty-four (64) jobs within three (3) years with an annual payroll of approximately at least \$4,700,000.00. City staff is recommending a seventy-five percent (75%) reduction of real property tax liability for ten (10) years.

Pursuant to the Ohio Revised Code 5709.83, the Hamilton City School District is being provided the appropriate notice and project data.

The parties' application request has been reviewed. We have determined that the above entity meets the requirements of the enterprise zone laws, displays the necessary financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the City of Hamilton. Therefore, it is the determination of this office that the local tax abatement is granted in order to create jobs in the City.

Attached Information

N/A

Copies Provided to:

N/A



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH SAICA PACK US LLC, RELATIVE TO REAL PROPERTY TAX ABATEMENT.

WHEREAS, the City of Hamilton, Ohio (the City) has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, Saica Pack US LLC, a manufacturer recycled packaging, is desirous of establishing operations at a new location situated within the corporate limits of the City of Hamilton; and

WHEREAS, Saica Pack US LLC ("SAICA") propose to construct a structure on the site totaling a minimum of 350,000 (+/- 10%) square feet, located at 2995 McBride Court, situated in the Sixth Ward, North Side, City of Hamilton, Butler County, Ohio, (hereinafter referred to as the "PROJECT") located within the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Hamilton, Ohio by Ordinance No. OR94-8-103 adopted August 24, 1994, designated the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 23, 1994, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance OR94-8-103 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, SAICA will construct a manufacturing facility and will hire new employees, or preserve employment opportunities for existing employees, in return for Enterprise Zone incentives; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing SAICA with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code;

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

SECTION I: That Council finds that SAICA is qualified by financial responsibility and business experience to create and preserve employment opportunities in the zone and improve the economic climate of the City.

SECTION II: That the City Manager is hereby authorized and directed to execute an Enterprise Zone Agreement by and between the City of Hamilton, Ohio and SAICA relative to real property tax abatement for SAICA's operation of an industrial speculative building which is owned by SAICA, located at 2995 McBride Court, within the City of Hamilton's Enterprise Zone. Said Agreement shall be and read substantially in the form of Exhibit No. 1, attached hereto, made a part hereof and incorporated herein by reference, subject to any amendments recommended by the Director of Law or the Director of Economic Development determined to be in the best interest of the City of Hamilton, Ohio.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____
City Clerk

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

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Resolution No. _____ (cont'd)

EXHIBIT NO. 1

ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the City of Hamilton, Ohio, a municipal corporation, 345 High Street, Hamilton, Ohio 45011 (hereinafter referred to as "CITY"), and SAICA PACK US LLC (fka Origin Venture LLC), 50 West Broad Street, Suite 1330, Columbus, Ohio 43215, a limited liability corporation (hereinafter referred to as "SAICA "), WITNESSETH;

WHEREAS, CITY has encouraged the development of real property and the acquisition of personal property located in the area designated by CITY in Ordinance OR94-8-103 as an Enterprise Zone under and in accordance with Section 5709.61, et seq., of the Ohio Revised Code and

WHEREAS, SAICA, a manufacturing company, is desirous of locating its facility within the corporate limits of the City of Hamilton; and

WHEREAS, SAICA proposes to construct a structure totaling a minimum of 350,000 (+/- 10%) square feet, to be located at 2995 McBride Court, situated in the Sixth Ward, North Side, City of Hamilton, Butler County, Ohio, (hereinafter referred to as the "PROJECT") located within the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Hamilton, Ohio by Ordinance No. OR94-8-103 adopted August 24, 1994, designated the area including the Project site as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 23, 1994, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance OR94-8-103 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, CITY having the appropriate authority for the stated type of project and incentives is desirous of providing SAICA with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, SAICA has submitted a request and paid the appropriate application fee for an enterprise zone tax abatement agreement for the Project through the Enterprise Zone program to CITY pursuant to Section 5709.62(B) of the Ohio Revised Code; and

WHEREAS, the City Manager of CITY has reviewed the APPLICATION of SAICA and has recommended the same to the Council of the City of Hamilton on the basis that SAICA is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of CITY; and

WHEREAS, the project site currently proposed by SAICA is located in the Hamilton City School District and the Board of Education of the Hamilton City School District has been notified in accordance with Section 5709.83 of the Ohio Revised Code and has been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 5709.62(C) of the Ohio Revised Code and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

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

Resolution No. _____ (cont'd)

1. SAICA shall construct a structure on the site totaling a minimum of 350,000 (+/- 10%) square feet, to be located at 2995 McBride Court, situated in the Sixth Ward, North Side, of the City of Hamilton, Butler County, Ohio, 45015. It is understood and agreed by CITY that SAICA may construct said structure under agreements with the Butler County Port Authority (herein "Port") that include fee title to the structure being held by the Port subject to a long-term lease and bargain purchase option in favor of SAICA

2. SAICA shall manage said facility as a manufacturing location of recycled corrugated packaging. Said PROJECT will involve an anticipated total investment of Seventy Million Two Hundred Sixteen Thousand dollars (\$70,216,000.00) (+/- 10%) at the PROJECT site. Included in said total investment is an anticipated investment of Twenty Five Million One Hundred Forty Three Thousand dollars (\$25,143,000.00) (+/- 10%) for the construction of 350,000 (+/- 10%) square foot facility. There is also expected investment by SAICA of approximately Thirty Eight Million Three Hundred Eighty Seven Thousand dollars (\$38,387,000.00) for the purchase of new machinery and equipment; approximately Three Hundred Thousand dollars (\$300,000) for the purchase of furniture and fixtures; and approximately Six Million Three Hundred Eighty Six Thousand dollars (\$6,386,000) for the purchase of inventory, which is not subject to tax exemption under the Enterprise Zone Program.

The PROJECT will begin in the third quarter 2020 and all construction and installation is expected to be completed by the fourth quarter 2021. Total investment of the PROJECT represents a significant new investment at the site as evidenced in the APPLICATION.

3. SAICA and/or affiliates shall create, within a time period not exceeding thirty-six (36) months after commencement of construction of the aforesaid facility, sixty four (64) new full-time permanent job opportunities.

Schedule of Job Creation:

<u>Permanent</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Full-time permanent	55	9	0

The hiring of the sixty four (64) new full-time permanent employees is expected to result in approximately Four Million Seven Hundred Thousand dollars (\$4,700,000.00) new annual payroll for the end user to be located within the City of Hamilton.

4. CITY hereby grants SAICA a 10-year tax exemption for any increase in the assessed value of the real property located at the PROJECT site and resulting from the construction of the Project (herein a "Project Improvement") pursuant to Section 5709.62(C)(1)(b) of the Ohio Revised Code and such tax exemption shall be in the following years and amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Percentage</u>
Years 1-10	75% of Project Improvement

Each identified Project Improvement will receive a ten-year exemption term. The exemption commences the first year for which the Project Improvement would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2022 nor extend beyond December 31, 2032.

5. SAICA shall pay such real property taxes and such tangible personal property taxes that are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If SAICA fails to pay such taxes or file such returns and reports, all incentives granted under this agreement shall be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

Resolution No. _____ (cont'd)

6. SAICA hereby certifies that at the time this agreement is executed, SAICA does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which SAICA is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or if such delinquent taxes are owed, SAICA is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against SAICA. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the Chapter of the Ohio Revised Code governing payment of those taxes.

7. SAICA hereby certifies that it will abide by nondiscriminatory hiring practices in its hiring and operations so that no individual shall be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

8. CITY shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or CITY revokes the designation of the Zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless SAICA materially fails to fulfill its obligations under this agreement and CITY terminates or modifies the exemptions from taxation granted under this agreement pursuant to Section 10 of this agreement.

10. If SAICA materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if CITY determines that the certification as to delinquent taxes required by this agreement is fraudulent, CITY may terminate or modify the exemptions from taxation granted under this agreement or may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by SAICA is not equal to or greater than seventy-five percent (75%) of the number of employee positions estimated to be created or retained under this agreement during that three-year period, SAICA shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the CITY may terminate or modify the exemptions from taxation granted under this agreement.

11. SAICA shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with this agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

12. SAICA shall submit an employment plan to be updated at least annually, which establishes provisions for new employees based on the following criteria:

(a) SAICA will use its best commercially-reasonable efforts to ensure that at least fifty percent (50%) of the new employees shall be residents of the City of Hamilton and one-half of such employees shall reside in said Enterprise Zone.

(b) In the event that some of the new job opportunities cannot be filled by residents of said Enterprise Zone, those who are Workforce Investment Act (WIA) eligible and residents of CITY may be considered for employment.

Resolution No. _____ (cont'd)

(c) In the event that neither residents of said Enterprise Zone nor eligible WIA City of Hamilton residents are qualified to fill twenty-five percent (25%) of the new employment opportunities, SAICA may request a waiver of the above requirements from the City Manager. Documentation by SAICA of its efforts to hire personnel shall consist of, but not be limited to, newspaper advertisements, employment referrals from Butler County Job and Family Services, and the Ohio Employment Services and job applications received, reviewed and rejected. Said documentation is subject to review by CITY.

(d) SAICA shall establish and maintain a working relationship with the Butler County Job and Family Services (WIA agency), the Ohio Employment Services, and other agencies, which are in a position to assist with job referrals.

13. SAICA and the CITY acknowledge that this agreement must be approved by formal action of the legislative authority of CITY as a condition for the agreement to take effect. This agreement takes effect upon such approval.

14. SAICA and the CITY acknowledge that this agreement for Seventy Five Percent (75%) reduction of real property tax liability for a ten-year period must be approved by formal action of the legislative authority of CITY as a condition for this agreement to take effect. This Enterprise Zone Agreement takes effect upon such approvals.

15. This agreement is not transferable or assignable without the express written approval of CITY, which shall not be unreasonably withheld, delayed or conditioned. CITY acknowledges and approves the intended role of the Port and further acknowledges that SAICA intends to remain the taxpayer with respect to the Project site for real property tax purposes and that the exemption granted herein applies to the Project Improvements regardless of any ownership by the Port.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that SAICA, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Sections 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that Division or either of those Sections.

17. SAICA shall pay an annual fee equal to the greater of One Percent (1%) of the dollar value of incentives offered under the agreement or Five Hundred Dollars (\$500); provided, however, that if the value of the incentives exceeds Two Hundred Fifty Thousand Dollars (\$250,000), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500).

The fee shall be made payable to the CITY once per year for each year the agreement is effective, by company check and payable by the 31st day of December each year. The fee is to be sent to the Economic Development Department. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that Section.

18. As a material inducement for the execution of this agreement, the parties make the following representations and warranties to each other. All such representations and warranties are true and correct as of the date of this agreement and shall survive the performance of the agreement or its earlier termination or cancellation.

Resolution No. _____ (cont'd)

(a) CITY

- (i) The City Manager has the power and the authority to enter into this agreement and to bind the City to its terms. The City has the power and the authority to perform this agreement in accordance with its terms. The execution and delivery of this agreement by the City and the consummation of the transactions contemplated by this agreement have been duly authorized by all appropriate actions and proceedings.
- (ii) This agreement is the legal, valid, binding and enforceable obligation of the City. The execution and the delivery of this agreement and the performance of the duties and obligations provided for in this agreement by the City do not violate the provisions of the City's Charter or any law, ordinance, rule or regulation or any agreement to which the City is the party or by which the City is bound.
- (iii) The City has received no notice of any pending or threatened claim, litigation, or other administrative or legal proceeding involving or affecting the transactions contemplated by this agreement.

(b) THE COMPANY

- (i) SAICA is a limited liability company, authorized to do business in the State of Ohio.
- (ii) The execution and delivery of this agreement by SAICA and the consummation of the transactions contemplated by this agreement have been properly authorized by SAICA and this agreement is the legal, valid and binding obligation of SAICA.
- (iii) The execution and delivery of this agreement and the performance of the duties and obligations provided for in the agreement by SAICA do not violate SAICA's Articles of Organization or Operating Agreement, or the provisions of any law, ordinance, regulation or agreement to which SAICA is a party or by which SAICA is bound.
- (iv) SAICA has received no notice of any pending or threatened claim, litigation or other administrative or legal proceeding involving or affecting the transactions contemplated by this agreement.

19. This agreement shall be construed to include all of the Exhibits referenced in and attached to this agreement. This agreement constitutes the entire agreement of the parties and supercedes all prior discussions, negotiations, proposals, and agreements between parties (whether written or oral) and may not be amended or modified except by written amendment executed by all parties hereto.

IN WITNESS WHEREOF, the City of Hamilton, Ohio, by Joshua A. Smith, its City Manager, and pursuant to Resolution No. _____ has caused this instrument to be executed this _____ day of _____, 2020; and SAICA Pack US LLC by Gonzalo Aragüés Rioja, its Managing Director, has caused this instrument to be executed on this _____ day of _____, 2020.

Resolution No. _____ (cont'd)

CITY OF HAMILTON, OHIO

APPROVED AS TO FORM:

Letitia S. Block
Director of Law
City of Hamilton, Ohio

By _____
Joshua A. Smith
City Manager

SAICA PACK US LLC (FKA ORIGIN VENTURE LLC)

By _____
Gonzalo Aragüés Rioja
Managing Director

City Council Meeting Staff Report

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

Report From: Jody Gunderson, Economic Development Director

Agenda Item: A resolution authorizing the execution of a Job Creation and Tax Credit Agreement with Saica Pack US LLC san Saica US Corp specifying the conditions of a nonrefundable credit against taxes on income earned by said company.

Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	Related Strategic Goal(s) <input type="checkbox"/> I Realize new investments <input checked="" type="checkbox"/> J Increase gross wages <input type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
Ordinance or Resolution <i>Resolution</i>	<input type="checkbox"/> 1 st Reading Date: <input type="checkbox"/> 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Date: 9-9-2020 <input type="checkbox"/> Public Hearing Date:	
Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i>	City Council (or other): Caucus Report 8/26/2020 City Council Meeting	
Contract	<input checked="" type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$ Expenditure: \$ Source Funds:	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to authorize the execution of a Local Job Creation Tax Credit Agreement with Saica Pack US LLC & Saica US Corp for a project at 2995 McBride Court?

Policy Alternative(s)

The Council may choose not to authorize the execution of the Local Job Creation Tax Credit Agreement with Saica Pack US LLC & Saica US Corp, the Council may choose to table the resolution authorizing the execution of the Local Job Creation Tax Credit Agreement with Saica Pack US LLC & Saica US Corp, or the Council may approve the Resolution authorizing the execution of the Local Job Creation Tax Credit Agreement with Saica Pack US LLC & Saica US Corp.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation approving the execution of a Local Job Creation Tax Credit Agreement with Saica Pack US LLC & Saica US Corp for a project at 2995 McBride Court.



Statutory/Policy Authority

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

Fiscal Impact Summary

There will be a fiscal impact to the General Fund. The City would provide a Local Job Creation Tax Credit for 75% for 8 years (estimated annual value of tax credit -\$70,500). The tax credit shall be measured as a percentage of the new income tax revenue the City derives from new employees of Saica and is a credit against Saica local corporate earnings tax. The Local Job Creation Tax Credit will mirror the terms and conditions of the State of Ohio JCTC.

Background Information

The City of Hamilton and Saica Pack US LLC (fka Origin Venture) has been in discussions regarding their industrial project in the city at 2995 McBride Court. Saica Pack US LLC has requested a Local Job Creation Tax Credit for the project.

The total project is estimated at \$70.2 million. This involves the construction of an approximate 350,000 square foot industrial building. Saica Pack will create sixty-four (64) jobs within three (3) years with an annual payroll of approximately \$4,700,000.00.

Pursuant to Ohio Revised Code Section 122.17, Saica made application for Ohio Job Creation Tax Credit under Chapter 5733 of the Ohio Revised Code and was granted such credit on June 8, 2020, by the Ohio Tax Credit Authority. Section 718.15/708.151 of the Ohio Revised Code permits a municipal corporation to grant a tax credit for a period not exceeding eight years to a taxpayer against income earned by it if that taxpayer also receives a tax credit under Section 122.17. The municipal corporation must grant such tax credit by ordinance. However, Section 718.15/718.151 also mandates that the municipal corporation and the taxpayer enter into an agreement specifying all conditions of the credit prior to adopting the ordinance actually granting the tax credit.

We have a draft agreement which is being reviewed by Saica. Consequently, there may be minor revisions recommended to the City Manager by the Director of Economic Development necessary to finalize this transaction.

Therefore, it is the determination of this office that the local tax abatement is granted in order to create jobs in the city.

Attached Information

N/A

Copies Provided to:

N/A



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A JOB CREATION AND TAX CREDIT AGREEMENT WITH SAICA PACK US LLC AND SAICA US CORP SPECIFYING THE CONDITIONS OF A NONREFUNDABLE CREDIT AGAINST TAXES ON INCOME EARNED BY SAID COMPANY.

WHEREAS, Saica Pack US LLC and Saica US Corp (hereinafter referred to as "Saica") will create new jobs at their manufacturing facility located at 2995 McBride Court, Hamilton, Ohio; and

WHEREAS, Saica's aforesaid establishment is anticipated to result in the creation of 64 new jobs by the end of 2023 with an annual payroll of approximately \$4,700,000; and

WHEREAS, Saica's estimated investment at their new facility in Hamilton, will be approximately \$70,200,000; and

WHEREAS, pursuant to Section 122.17 of the Ohio Revised Code, Saica has heretofore made application for Ohio Job Creation Tax Credit under Chapter 5733 (Corporate Franchise Tax), and received approval of said application from the Ohio Job Credit Authority; and

WHEREAS, Section 718.15 of the Ohio Revised Code permits a municipal corporation to grant a nonrefundable credit for a period of ten (10) years to a taxpayer against income earned by such taxpayer if that taxpayer also received tax credit under Section 122.17; and

WHEREAS said Section 718.15 mandates that a municipal corporation grant such tax credit by ordinance, and that prior to the adoption of such ordinance, the municipal corporation and the taxpayer shall enter into an agreement specifying all conditions of such tax credit; and

WHEREAS, to comply with the provisions of Section 718.15, this Council now wishes to authorize the City Manager to enter into a Job Creation and Tax Credit Agreement which sets forth all conditions of a credit against taxes on income earned by Saica;

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

SECTION I: That the City Manager is hereby authorized to execute a Job Creation and Tax Credit Agreement for a term of eight (8) years with Saica Pack US LLC and Saica US Corp specifying the conditions for granting a nonrefundable credit against taxes on income earned by said limited liability company. Said Agreement shall be and read substantially in the form of Exhibit No. 1, attached hereto, made a part hereof and incorporated herein by reference, subject to any amendments recommended by the Director of Law or the Director of Economic Development determined to be in the best interest of the City of Hamilton, Ohio.

SECTION II: That pursuant to the provisions of Section 718.15 of the Ohio Revised Code, said Job Creation and Tax Credit Agreement shall be in full force and effect only upon the adoption of an ordinance by Council approving the agreement and granting such tax credit to Saica Pack US LLC and Saica US Corp.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

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

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Resolution No. _____ (cont'd)

EXHIBIT NO. 1

Job Creation and Tax Credit Agreement

This Job Creation and Tax Credit Agreement (the "Agreement") is made and entered into by and between the City of Hamilton, Ohio, 345 High Street, Hamilton, Ohio 45011, an Ohio municipal corporation (the "City"), and SAICA PACK US LLC, a Delaware limited liability corporation licensed to do business in the State of Ohio and SAICA US CORP, a corporation licensed to do business in the State of Ohio that are engaged in the business of packaging manufacturing [and that has a Federal Tax Identification Number of _____ and _____ (the "Taxpayer"),] WITNESSETH:

RECITALS

- A. The City seeks to increase employment opportunities and encourage establishment of new jobs in the City in order to improve the economic welfare of the City and its citizens.
- B. The State of Ohio Tax Credit Authority and the City have determined that the Taxpayer will create new jobs in the City in connection with a project to be implemented by the Taxpayer at a Hamilton, Ohio site to be determined (the "Project Site") consisting of a new call center facility (the "Project").
- C. Chapter 191 ("Chapter 191") of the Codified Ordinances of the City of Hamilton imposes income taxes, including, but not limited to, a tax on business net profits. The Taxpayer represents to the City that the credit authorized by this Agreement (hereinafter referred to as the "City Income Tax Credit") against the tax imposed on the Taxpayer's net profits under Chapter 191 is a major factor in the Taxpayer's decision to go forward with the Project, to offset costs of capital expenditures, environmental restrictions and/or moving.
- D. The State of Ohio Tax Credit Authority approved a 1.618 percent credit (the "State Tax Credit") for the Project against Ohio Commercial Activity taxes for eight years.
- E. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code ("ORC") Sections 718.15 and 718.151.
- F. ORC Sections 718.15 and 718.151 require that the City and the Taxpayer enter into an agreement specifying the conditions of the tax credit prior to the City's enactment of an ordinance granting a City Income Tax Credit.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- I. **PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT.**
 - A. This Agreement shall be of no force and effect unless and until the following conditions (the "Conditions") have been met:
 - 1. The Taxpayer enters into a tax credit agreement (the "State Agreement") with the State of Ohio Tax Credit Authority relating to the Project, pursuant to ORC Section 122.17; and
 - 2. An ordinance authorizing the granting of tax credits contained in this Agreement is passed by Council of the City and takes effect.
 - B. If the date of full execution of the State Agreement or the date of the passage of the City authorizing ordinance does not occur on or before ninety (90) days after the date of full execution of this Agreement (the "Date of Execution"), then either the City or the Taxpayer may terminate this Agreement upon written notice to the other party. Even if not so terminated, this Agreement shall be of no force or effect unless and until both of the Conditions have been met.

Resolution No. _____ (cont'd)

II. JOB CREATION AND RETENTION.

A. As used in this Agreement:

1. "Tax Year" means the fiscal year used by the Taxpayer to compute net profits under Chapter 191.
2. "Initial Tax Year" means the first year, whether a calendar year or a fiscal year, during which the Taxpayer is entitled to a City Income Tax Credit under this Agreement, which the parties agree shall be Tax Year 2021.
3. "Full-time Employee" means an individual whose primary work location is the Project Site and who is employed by Taxpayer for consideration for at least thirty-five (35) hours a week. An employee is considered to have a primary work location at the Project Site if at least 51% of the compensation paid by the Taxpayer to that employee is taxed by the City with respect to work performed at the Project Site.
4. "Non-qualifying Employee" means an individual who is not a Full-time Employee.
5. "Tax Credit Term" means the eight (8) Tax Year term in Section III.B. of this Agreement, which the parties agree shall be Tax Years 2021 through 2029.

B. Beginning on the third (3rd) anniversary of the Date of Execution and continuing through the end of the 2024 Tax Year (such period being hereinafter referred to as the "Employment Retention Period"), the Taxpayer shall employ at the Project Site Full-time Employees totaling up to sixty four (64). The Taxpayer shall use reasonable efforts to employ City residents as Full-time Employees.

III. CITY INCOME TAX CREDIT.

A. For each Tax Year in which the Taxpayer is in full compliance with all requirements under: (i) Chapter 191; (ii) the State Agreement; and (iii) this Agreement, the Taxpayer shall be allowed a City Income Tax Credit against the tax imposed on the Taxpayer's net profits under Chapter 191. No minimum number of Full-time Employees is a prerequisite to a City Income Tax Credit under this Agreement for the Initial Tax Year or the two (2) Tax Years thereafter. During those three (3) Tax Years and subject to the terms and conditions of this Agreement, the Taxpayer shall be entitled to the City Income Tax Credit provided for in this Agreement regardless of the number of Full-time Employees employed by the Taxpayer at the Project Site. The City Income Tax Credit shall be applied in accordance with rules and regulations (consistent with this Agreement) which may be adopted by the Board of Review pursuant to Chapter 191.

B. Tax Credit Term: The City Income Tax Credit shall first be allowable in Tax Year 2021. The City Income Tax Credit shall thereafter be allowable only in the subsequent Tax Years in which: (i) a State Tax Credit is allowable under the State Agreement; and (ii) a City Income Tax Credit is allowable under this Agreement; provided, however, that the City Income Tax Credit under this Agreement shall expire at the end of Tax Year 2025.

C. Amount of City Income Tax Credit: The amount of the City Income Tax Credit shall be seventy-five (75%) percent of any Income Tax Revenue (defined in Paragraph D of this Section) in a Tax Year, commencing in Tax Year 2021 and expiring at the end of the Tax Credit Term (i.e., Tax Year 2029). The City Income Tax Credit shall be applied against net profits tax due to the City under Chapter 191 from the Taxpayer for that Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under Chapter 191. City Income Tax Credits in excess of tax due shall not be refunded to the Taxpayer or carried back to previous tax years, but may be carried forward up to five (5) Tax Years (provided, however that no City Income Tax Credits shall be carried forward beyond the tenth Tax Year, counting the Initial Tax Year as the first Tax Year).

Resolution No. _____ (cont'd)

D. As used in this Agreement "Income Tax Revenue" means:

1. Payments to the City by Taxpayer for a Tax Year of withholdings of earnings taxes under Chapter 191 on compensation (as defined in Chapter 191) paid by Taxpayer to employees whose primary work location is the Project Site; less
2. Any amounts refunded by the City in the same Tax Year pursuant to Chapter 191 to employees whose primary work location is the Project Site, relating to compensation (as defined in Chapter 191) paid by Taxpayer, as such refunds are reported by the City to Taxpayer from time to time.

IV. TERMINATION; REIMBURSEMENT FOR DEFAULT.

A. In the event that the Taxpayer breaches any of its obligations under this Agreement, and the Taxpayer fails to cure the breach within the 30-day period following the date that written notice thereof is sent to the Taxpayer by the City (or such longer period as stated in said notice), the City may suspend or terminate the City Income Tax Credits hereunder or take such other measures as may be lawful including, but not limited to, suing for specific performance and for the recovery of damages, which damages the Taxpayer shall be liable to pay to the City. In addition, at its option, in the event of a breach on the part of the Taxpayer which is not cured by the Taxpayer as provided for in the preceding sentence, the City may declare this Agreement null and void, except that the Taxpayer shall not be obligated to repay any earned City Income Tax Credits received since the inception of this Agreement.

B. The Taxpayer hereby agrees to make any payments required by the City under this Section within forty five (45) days following the date that a written demand for such payment is sent to the Taxpayer by the City, unless the Taxpayer challenges the validity of the demand. Amounts due and not paid when due shall bear interest at the rate of twelve (12%) percent per annum. With respect to any such demand and payment, the Taxpayer expressly waives the statute of limitations period contained in Chapter 191.

V. SUBMISSION OF ANNUAL REPORTS.

During the Tax Credit Term and for each Tax Year thereafter during the balance of the Employment Retention Period, the Taxpayer shall submit to the City an annual progress report specifying the Full-time Employees at the Project Site, the Income Tax Revenue, and any other information relevant to this Agreement the City deems appropriate. The Taxpayer's progress report shall be received by the City no later than sixty (60) days following the end of each Tax Year. (If the first occurrence of such sixtieth day is less than six months from the Date of Execution, the Taxpayer may elect to begin annual reports at the end of its next succeeding Tax Year.) The annual report, as submitted, shall be certified as accurate and signed by: (a) an independent certified public accountant licensed to do business in the State of Ohio; (b) the Chief Executive Officer of the Taxpayer; and (c) the Chief Financial Officer of the Taxpayer. If the annual report is approved by the City's Director of Economic Development as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to the Taxpayer and the Tax Commissioner within thirty (30) days after receipt of an annual report. Failure to submit an annual report within the time period specified in this Section shall be a breach of this Agreement that could result in the termination of this Agreement.

VI. EQUAL EMPLOYMENT OPPORTUNITY.

The Taxpayer shall comply with the prohibitions against employment discrimination as required by law.

VII. RECORDS, ACCESS AND MAINTENANCE.

The Taxpayer shall establish and maintain until at least three (3) years from the end of the Employment Retention Period such records as are required by the City, including but not limited to, financial reports, employee records, intake and participant information, and all other relevant information. The parties further

Resolution No. _____ (cont'd)

agree that records required by the City with respect to any audit disallowances, litigation or dispute between the City and the Taxpayer shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the City shall require a review of the records related to the Project, the Taxpayer shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

The Taxpayer allows the City of Hamilton Tax Department to release information to the City's Department of Economic Development for purposes of administration of this agreement.

VIII. AUDITS AND INSPECTIONS.

At any time during normal business hours upon written notice and as often as the City may deem necessary, the Taxpayer shall make available to the City, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records.

IX. FORBEARANCE NOT A WAIVER.

No act of forbearance of failure to insist on the prompt performance by the Taxpayer of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.

X. ENFORCED FAILURE TO PERFORM FOR CAUSES BEYOND CONTROL OF TAXPAYER -- RELIEF FROM REIMBURSEMENT OBLIGATION.

A. The Taxpayer shall not be required to pay the reimbursement required for a breach or a defect under Section IV of this Agreement for any Tax Year in which such breach or default is due to unforeseeable causes beyond Taxpayer's control and without Taxpayer's fault or negligence, restricted to acts of the federal, state or city government; orders of courts; fires, floods, epidemics, earthquake, or like natural disasters; quarantine restrictions; and strikes; and other causes which in the sole opinion of the City Manager of the City are beyond the Taxpayer's control and without Taxpayer's fault or negligence. Economic difficulties of the Taxpayer, including but not limited to bankruptcy, do not constitute causes beyond the Taxpayer's control under this Paragraph. If the Taxpayer seeks the benefit of the provisions of this Paragraph it shall, within sixty (60) days after the beginning of any such unforeseeable cause, notify the City thereof in writing.

B. Notwithstanding the above Paragraph, the Taxpayer shall not be allowed a City Income Tax Credit hereunder (including any City Income Tax Credit carried forward from prior Tax Years) in any Tax Year in which the Taxpayer is not in full compliance with all requirements of this Agreement.

XI. MISCELLANEOUS.

A. Relocation of Project Within the City. During the Tax Credit Term, the Taxpayer may transfer the location of the Project Site to another location only with the prior written consent of the City and only within the City's corporate boundaries.

B. Relocation Outside the City. All City Income Tax Credits received since the inception of this Agreement will be reimbursed to the City at two times the amount of the original City Income Tax Credits if any of the Project's Full-time Employees are relocated to a location outside the City's corporate limits during the Employment Retention Period and shall otherwise be subject to the terms of Section IV.B.

C. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

Resolution No. _____ (cont'd)

D. Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Butler County, Ohio.

E. Entire Document. This Agreement and any documents referred to in it constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

F. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

G. Notices. All notices, consents, demands, requests and other communications which may or are required to be given under this Agreement shall be in writing and addressed to the addresses set forth below or to such other address as a party may designate in written notice transmitted in accordance with this provision, and shall be deemed to have been given or delivered upon the earlier of: (a) three (3) calendar days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, return receipt requested; or (b) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, make for the payment of such fees.

1. In case of the City, to: City Manager, 345 High Street, Hamilton, Ohio 45011; with a copy to: Director, Department of Economic Development, 345 High Street, Hamilton, Ohio 45011.

2. In case of the Taxpayer, to: President or equivalent, SAICA PACK US LLC, _____ Street, _____ and President or equivalent, SAICA US CORP, _____ Street, _____.

For purposes of this Agreement, a "business day" shall be any calendar day that is not a Saturday, Sunday or holiday observed by the City.

H. Assignment. Neither this Agreement nor any rights, duties, or obligations described in it shall be assigned or subcontracted by the Taxpayer without the prior express written consent of the City.

I. Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the Taxpayer, but to its successors and permitted assigns (as provided for in Subsection H above).

IN WITNESS WHEREOF, the City of Hamilton, Ohio, by Joshua A. Smith, its City Manager, and pursuant to Resolution No. R _____, has caused these presents to be executed on the _____ day of _____, 2020, SAICA PACK US LLC, by _____, its _____, has caused these presents to be executed on _____ day of _____, 2020 and SAICA US CORP, by _____, its _____, has caused these presents to be executed on _____ day of _____, 2020.

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

Witness:

CITY OF HAMILTON, OHIO

By _____
Joshua A. Smith,
City Manager

Witness:

SAICA PACK US LLC

By _____
NAME,
TITLE

Witness:

SAICA US CORP

By _____
NAME,
TITLE

APPROVED AS TO FORM:

Letitia S. Block
Director of Law
City of Hamilton, Ohio

City Council Meeting Staff Report

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

Report From: Dan Moats, Director of Utility Operations
Jim Williams, Director of Public Works

Agenda Item: A resolution approving the terms and conditions of a successor collective bargaining agreement negotiated between the City of Hamilton, Ohio, and the International Union of Operating Engineers Local 20 – AFL-CIO (IUOE Local 20) authorizing and directing the execution of said collective bargaining agreement.

Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	Related Strategic Goal(s) <input type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
Ordinance or Resolution <i>Resolution</i>	<input type="checkbox"/> 1 st Reading Date: <input type="checkbox"/> 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Date: 9-9-2020 <input type="checkbox"/> Public Hearing Date:	
Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i>	City Council (or other):	
Contract	<input checked="" type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: 2020-2023 Expenditure: See Below Source Funds: Multiple	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does City Council wish to adopt legislation to approve the tentative agreement for a successor collective bargaining agreement reached with IUOE, Local 20?

Policy Alternative(s)

Council may choose not to adopt such legislation to approve the tentative agreement for a successor collective bargaining agreement reached with IUOE, Local 20, in which case, the parties will need to continue negotiations and if that is unsuccessful the next step will be fact-finding under state collective bargaining law.

Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation to approve the tentative agreement for a successor collective bargaining agreement reached with IUOE, Local 20 and direct the City Manager to execute the collective bargaining agreement.



Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Chapter 4117, Public Employees' Collective Bargaining, of the Ohio Revised Code.

Fiscal Impact Summary

Maximum three (3) year additional cost if all performance standards are met by the bargaining unit is approximately \$590,000.00. These costs are split among various funds (i.e., Electric, Natural Gas, Water, Wastewater), based on the divisions and departments of the employees.

Background Information

On August 31, 2020, the current collective bargaining agreement between the City of Hamilton and IUOE, Local 20 expired. The parties have negotiated in good faith toward a successor collective bargaining agreement (CBA). As a result of these negotiations, a tentative agreement for a successor CBA has been reached and approved by the Local 20 bargaining unit. As such, said bargaining unit will receive a two percent (2.0%) base wage increase in the first year of the three (3) year agreement, and one and one-half percent (1.5%) base wage increase on September 1, 2021 and September 1, 2022 with the potential for an additional one percent (1.0%) increase based on certain performance metrics. The performance metrics place an increased emphasis on safety and include a combination of reliability, attendance, and availability. The parties agreed to other various terms as outlined in the Draft Collective Bargaining Agreement (attached).

The agreement is in line with the six (6) other labor union contracts negotiated in the past three (3) years. It promotes talent retention, ensures 24/7 plant operations are supported, and encourages further education for staff to obtain additional licenses, which further strengthens the organization.

Attached Information:

- Draft Collective Bargaining Agreement Redline Version
- Draft Collective Bargaining Agreement – Clean Version

Copies Provided to:

N/A



**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**



AND



**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 20
(AFL-CIO)**

EFFECTIVE FROM SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

Commented [WJ1]: New contract dates

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This Agreement by the City of Hamilton, Ohio (“City,” “Municipality,” or “Employer”) to members of Local 20 working under the operations, conditions, and requirements of the Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant and the Division of Gas and Water Distribution, and to the International Union of Operating Engineers (“Union” or “Local 20”), WITNESSETH:

ARTICLE 1. RECOGNITION, DUES AND FEES

Section 1. Recognition: Definition of Bargaining Unit

The City of Hamilton hereby recognizes Local 20 International Union of Operating Engineers as the exclusive representative for purposes of collective bargaining over wages, hours and terms and conditions of employment for permanent hourly or hourly rated temporary employees after their first thirty (30) days of full-time employment by the Municipality in its Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant, Meldahl Hydroelectric Plant, and the Division of Gas and Water Distribution within the job classifications set forth in Appendix C to this Agreement, excluding all office employees, electricians, supervisors, and others having the power or authority to hire, fire or impose discipline or effectively to recommend such action.

Section 2. While the bargaining unit includes temporary hourly rated employees after their first thirty (30) days of employment, it is the intention of the parties that such employees are not eligible for certain fringe benefits, including, but not limited to, incentives, sick leave, clothing allowance, funeral leave, hospitalization, holidays, life insurance, longevity pay, and vacations.

Section 3. Attendance of Representatives at Meetings

The Municipality shall permit employee members of the Wage Negotiating or Grievance Committees, whose participation in a particular meeting has been approved in advance by management, to remain on paid status while attending scheduled meetings between labor and management concerning wages, hours and working conditions in such employee’s division or department, provided that no employee shall remain on paid status for any part of any such meeting that extends beyond the employee’s regularly scheduled working hours, and provided further that the Municipality shall have the right to determine, in its sole discretion, that unusual work requirements prevent particular employees from attending any such meeting or require that any such meeting be rescheduled.

The Union will provide the City a current roster of employees on each Committee by June 30 of each year and at any time any change to the composition of any Committee is made.

Section 4. ~~Dues; Fair Share Fees; Check-off Union Security and Dues Check-off~~

~~A. The Municipality shall deduct from the pay of each employee who is a member in good standing of the Union or who has signed a dues authorization for such purpose the amount of such dues, fees or assessments as the Union shall advise the Municipality, by timely written notice, are~~

~~regularly and uniformly required by it as a condition or incident of membership, and shall remit said amounts to the Union in a timely manner.~~

~~Those employees within the bargaining unit who do not become members of the Union within the first thirty (30) days of permanent employment shall pay to the Union, through deduction from pay as set forth herein, a fair share fee to reimburse the Union for the costs of representation for purposes of collective bargaining and for no other purpose. The Treasurer of the Union shall certify to the Municipality the amount of the fair share fee and that the fee is to reimburse the Union for the costs of providing representation for collective bargaining and for no other purpose. Upon such certification by the Union, the Municipality shall automatically and without requiring further authorization deduct the amount of the fair share fee from the pay of each employee obligated to pay the fee and remit the fee to the Union in the same manner as dues.~~

- ~~A. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.~~
- ~~B. The Employer agrees to deduct regular Union membership dues on a biweekly basis from the pay of any employee in the bargaining unit eligible for membership upon receiving an approved written authorization signed individual and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.~~
- ~~C. The Union will provide written notification of membership changes, both additions and deletions, and will annually forward to the Human Resources Department a roster of the Municipality's employees who are members of the Union. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Union.~~
- ~~B.D. Any employee who voluntarily submits a dues check-off authorization and who thereafter revokes such authorization shall pay to the Union, through payroll deduction, an agreement administration fee for the duration of this Agreement. The agreement administration fee is automatic and does not require the employee to remain a member of the Union nor shall the agreement administration fee exceed the dues paid by the bargaining unit employees who are members of the Union. The agreement administration fee shall comply with all provisions of Ohio Revised Code Section 4117.09 and Ohio Administrative Code Section 4117-11-01. Within thirty (30) calendar days following the effective date of this Agreement, the Union shall certify to the Employer in writing the amount of the agreement administration fee. Any changes in the amount of the agreement administration fee must be provided to the Employer in writing no less than sixty (60) calendar days prior to the effective days of such change.~~
- ~~G.E. The Union will provide the Municipality with at least two (2) calendar weeks written advance notice of a pending change in dues or fair share fees.~~

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The amounts remitted to the Union by the Municipality under this Article 1, Section 4 of this

Agreement shall be treated for all purposes as correct unless the Union, within two (2) calendar weeks of the date on which the remittance was forwarded by the Municipality, provides the Municipality with written notice of a claim, including a statement of reasons therefore, that such amount is incorrect.

- ~~D. The Union shall indemnify and hold the Municipality harmless against any and all claims and forms of liability, including costs and attorney fees incurred by the Municipality in defending against any such claim arising out of the Municipality's deduction from employees' pay of union dues and fair share fees. The Union assumes full responsibility for the disposition of the funds so deducted, once the funds have been sent to the Union.~~
- F. The Union shall pay the Municipality an annual service fee of one hundred and twenty dollars (\$120) in December of each year to reimburse the Municipality for expenses related to the deduction and remittance of dues and fair share fees.
- G. The Employer agrees to notify and provide the Union the name, address, and classification of any new employee hired into a classification covered by this bargaining agreement, as soon as reasonably possible after the employee is hired.
- ~~E.A. The Union shall pay the Municipality an annual service fee of one hundred and twenty dollars (\$120) in December of each year to reimburse the Municipality for expenses related to the deduction and remittance of dues and fair share fees.~~

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ARTICLE 2. INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement will serve to promote and improve the relationship between employees and the City of Hamilton and to set forth herein the basic policy governing rates of pay, hours of work, and other conditions of employment that will be observed between the parties hereto.

It is recognized by both parties that proper and efficient operation of the City utility services is necessary for the welfare of the community. Proper functioning and increased efficiency can only be established through the complete cooperation of management and the employees. To this end, employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the City and its service to the public.

It is the belief of both parties that this attitude can best be encouraged when it is made clear that both management and Union officials whose duties involve the formation of this Agreement are the guardians of public trust and are sincerely concerned with the best interests and well-being of the employees as well as the public which is served by the parties hereto.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1.

Except as otherwise specifically provided in this Agreement, the Employer hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Employer by the laws and the Constitution of the State of Ohio including, but not limited to, their exclusive right and responsibility:

- A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, subcontracting, and organizational structure;
- B. To direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;
- C. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. To determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. To determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
- F. To determine the overall mission of the Employer as a unit of government including the individuals served by the Employer and the services provided;
- G. To effectively manage the work force;
- H. To determine the hours of work and work schedules;

- I. To determine the duties to be assigned to all bargaining unit job classifications;
- J. To take actions to carry out the mission of the Employer as a governmental unit.

Section 2.

It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

Section 3.

Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative. Further, the Employer may exercise any or all such management rights or prerogatives without prior negotiations with or agreement of the Union.

ARTICLE 4. GRIEVANCE PROCEDURE

SECTION 1.

A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any employee covered by this Agreement having a grievance shall process it in the following manner:

STEP 1.

The issue shall be verbally presented by the employee to his or her immediate supervisor or foreman within ten (10) weekdays of the date of occurrence. At this discussion, either the employee or the supervisor may arrange for the appropriate shop steward to be present. The Supervisor shall provide his or her disposition within seven (7) weekdays.

STEP 2.

If no agreement is reached at Step 1, the grievance shall be reduced to writing (showing date of STEP 1) by the employee, signed, endorsed by the shop steward and presented in triplicate to the superintendent (within five (5) weekdays after its disposition by the Supervisor). The Superintendent shall note his or her disposition of the grievance, in the space provided, and return the grievance no later than five (5) weekdays following the presentation of the grievance. If requested by either party, a meeting may be held to introduce and question persons familiar with the facts of the grievance. If the union or superintendent requests an extension of time, within the initial five (5) weekday period, an agreed upon extension not to exceed thirty (30) weekdays may be granted. This extension is to be put into writing by the requesting party and given to the other and signed by both parties.

STEP 3.

Any grievance that progresses to Step 3 shall be presented to the appropriate Director, or his or her authorized representative by the shop committee member within five (5) weekdays after its disposition by the superintendent. Upon receipt of the grievance, a meeting shall be arranged between Union and Director and held within fourteen (14) days. However, if the Union or City specifically requests an extension of time, within the initial five (5) weekday period, an agreed upon extension not to exceed thirty (30) days may be granted. Disposition of Director shall be issued within twelve (12) weekdays.

At this meeting, both parties may be allowed to introduce and question persons familiar with the facts of the grievance. The Union may be represented by Officers of the International Union or Legal Representative, if it so desires. The Director may call upon the Director of Law and other City personnel for assistance. The Union grievance report shall include a statement by the Union explaining the basis for appeal from the Superintendent's action.

STEP 4.

The Union may, within fifteen (15) calendar days of receipt of the Director's disposition of the grievance, elect to invoke arbitration by directing a written demand therefore to the Municipality. In the event that the Municipality claims, in accordance with the definition of a grievance set forth in this Section 1 of this Article 4 of this Agreement, that the Union is violating or failing to comply with this Agreement, the Municipality may invoke arbitration of such claim directly under this Step 4 by written notice to the Union; provided, however, that the Municipality shall not be required to invoke arbitration hereunder as a precondition to invoking any other rights or remedies it may have against the Union for violation or failure to comply with this Agreement.

Subject to the scope of the authority conferred upon the Arbitrator by the Union and the Municipality under Section 2 of this Article 4 of this Agreement, the disposition of the grievance by the Arbitrator shall be final and binding on the Municipality, the Union and the grievant and shall be enforceable in such manner as arbitration awards are customarily enforceable in accordance with Ohio Revised Code Section 4117.09 as amended from time to time, or any subsequently enacted statute of similar intent. The arbitrator shall be selected from a panel of arbitrators established by agreement of the parties.

The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the Union, employee or Employer, prior to an arbitration award but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled, by agreement of the parties after arbitration expenses have been incurred, but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.

SECTION 2.

The arbitrator shall have the authority to decide any dispute between the parties or between the Municipality and the grievant with respect to: (1) the meaning of this Agreement or any part hereof, or the application this Agreement or any part hereof to a particular set of facts; and (2) as to whether

disciplinary terminations, suspensions, reductions or demotions, subject to the requirements of cause, as defined by Ohio Revised Code Section 124.34 as amended from time to time or any subsequently enacted statute of similar intent, imposed on a particular employee was imposed for cause as so defined. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

Except for the conduct and grading of civil service examinations involving initial appointments of employees of which issues are reserved for resolution by the Civil Service Commission, the grievance and arbitration process provided herein shall be the sole and exclusive remedy available to employees and the Union concerning questions of contract interpretation and the resolution of grievances concerning disciplinary suspensions, terminations, reductions and demotions as provided by O.R.C. Section 4117.10(A).

SECTION 3. GUIDELINES FOR EFFECTIVE PROCESSING

A week day shall mean Monday through Friday exclusive of fixed-date City holidays.

All written grievances and responses shall be dated and signed by the appropriate Union or City representative.

In the absence of the Union Representative or either party to the Grievance Procedure, the party whom he or she represents may designate an alternate to act in his or her place.

Both City and Union representatives will acknowledge receipt of a grievance or management response in writing. Such acknowledgment will be properly signed and dated.

A grievance not filed or advanced to the next higher level within the time limit provided in this Agreement shall be deemed permanently withdrawn. A grievance not responded to within the time limit provided in this Agreement shall automatically move to the next step upon expiration of the response period.

In no event shall an employee or Union representative leave his or her work for grievance purposes without first notifying and obtaining the approval of his or her immediate supervisor. The Supervisor in turn shall make every effort to provide for the relief of the employee, if such is required.

No grievance award shall be made to a person other than the specific individual so entitled as eligible under appropriate section(s) of the agreement.

The Union and Management recognize the value of early involvement of the parties in the processing of grievances. Accordingly, the Municipality will afford the International Business Representative the right to visit a plant facility with advance notification to plant management for the purpose of gathering data and facts. Meeting spaces to accommodate private discussions with the Shop Steward will be provided.

Visiting rights are not intended to give rise to employee meetings or interfere with the operations of

the facility. An employee may be released for such discussions only with prior approval of management.

This provision shall not substitute for nor be used in lieu of any existing step in the Grievance Procedure. The sole intent is to facilitate fact-finding in conjunction with the processing of grievances.

ARTICLE 5. SENIORITY

Seniority shall be recognized by the parties giving job protection to the employees consistent with the laws of Civil Service. Ability and qualifications being relatively equal, those employees with the greater amount of service in the Bargaining Unit shall have preference as to transfer action in filling vacancies.

Advancements of a promotional nature shall be made by the appointing authority in consideration of the ability, qualifications, and length of service of the certified eligible.

The Municipality will provide for posting purposes, on an annual basis, a listing of employees showing the name of the employee, date of hire as a City of Hamilton employee, and date of assignment of his or her respective division.

ARTICLE 6. LEAVES OF ABSENCE

Section 1. A leave of absence, without pay, may be granted for the purpose of travel in extreme emergency, education, and license examinations provided such request for leave is made and approved by the employee's supervisor, department head, and the City Manager.

Seniority shall accumulate during such leaves of absence.

Section 2. The Municipality may, at the written request of the Union, grant a leave of absence without pay to an employee who is an elected representative of Local 20 for a period of up to three (3) consecutive years for the purpose of serving as a full-time employee of the Local or International Union of Operating Engineers.

Seniority accrued prior to the leave commencement shall remain to the credit of the employee. Seniority shall accrue during the leave of absence for purposes only of vacation, promotional exam credits, and layoff purposes.

No financial benefits shall be paid to or on behalf of the employee during any unpaid leave of absence for Union business which exceeds three (3) consecutive calendar months.

It is understood and mutually agreed that Management will return the employee-Union representative to his or her former classification if said employee was in good standing at the time the leave of absence was granted. The employee will be returned, by virtue of bumping, to a class position of equal maximum pay which the employee is qualified to perform on the basis of seniority. If that classification no longer exists, the employee may be returned to a class position of lower maximum rate, qualifications permitting.

An employee who retires under provisions of the Public Employees Retirement System while either on Union Business Leave, or who has returned from Union Business Leave within one (1) calendar year of retirement date, shall receive pay for accrued sick leave (Article 12, Section 1-C) at his or her rate in effect at the commencement of the Union Business Leave.

Prior to return to active service, the employee-union representative shall provide advance written notice to management of at least thirty (30) calendar days of his or her intent to return from leave.

ARTICLE 7. HOURS OF WORK

GREENUP and MELDAHL: HOURS OF WORK

Section 1. Twelve (12) hours shall constitute a regular workday for persons assigned to the rotating shift schedule. Eight (8) hours shall constitute a regular workday for persons assigned to a maintenance or non-rotating work schedule.

Forty (40) hours shall constitute a regular workweek.

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel two (2) calendar days (48 Hours) in advance of the proposed change.

Section 2. For purposes of administering the Fair Labor Standards Act, and in calculating overtime hours, the workweek shall be defined as starting:

Greenup: Hours of Work

1. For individuals assigned to shifts A or C at 12:00 Noon on Saturday.
2. For individuals assigned to shifts B or D at 12:00 Midnight on Saturday.
3. For individuals on a non-rotating (i.e., regular 8-hour day), the workweek shall commence at 12:01 a.m. on Saturday.

Meldahl: Hours of Work

1. For individuals assigned to shifts A, B, C or D and working day shift Friday at 5 p.m. on Friday.
2. For individuals assigned to shifts A, B, C or D and off on Friday at 5 p.m. Friday.
3. For individuals assigned to shifts A, B, C or D and on nights Friday at 5 a.m.
4. For Individuals on a non-rotating (i.e. regular 8-hour day), the workweek shall commence at 12:01 a.m. on Saturday.

Each workweek shall end one hundred sixty-eight (168) hours later for both plants.

In the event that an employee's shift is permanently changed from those designated in group 1 above (A,C) to a shift in Group 1 (B,D) or vice versa, then an individually calculated accounting shall be made for that week in which the permanent change occurs. Said calculations shall begin with the end point

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of the old work schedule and shall conclude with the end point of the new workweek schedule. Any hours actually worked, during that period, which exceed forty (40) hours shall be paid at a rate of at least one and one-half ($\frac{1}{2}$) time rate.

Section 3. Any employee called to work at any time other than his or her regular schedule or any employee reporting for work on his or her regular schedule who has not received notification not to report shall be guaranteed eight (8) hours work at any job available, or in lieu thereof, four (4) hours pay at his or her regular hourly rate.

Section 4. Excused time off from work will be calculated as part of the regular forty (40) hour work schedule.

Section 5. In the event of an official Daylight Savings Time, those affected employees shall be compensated according to the actual number of hours worked without reference to the official time change.

Section 6. Forty (40) hours shall constitute a regular workweek for all employees in the bargaining unit. Eight (8) hours shall constitute a regular workday except for employees assigned to a rotating shift schedule at the Greenup and Meldahl Plants whose regular workday shall consist of twelve (12) hours.

Upon the mutual consent of management and the affected employees in a department, the parties may agree to variable work hours where the duration of the workday is more than eight (8) hours, and the workweek is shorter than five (5) days. Should the parties agree to workdays with duration of more than eight (8) hours, overtime shall be paid when the hours of work exceed the prescribed work hours in any one workday.

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel forty-eight (48) hours in advance of the proposed change. When a schedule change involves an employee who is off duty, two separate attempts to verbally notify that person will be made to ensure they have received forty-eight (48) hour notice, otherwise the vacation request which caused the need for change will be denied. Nothing contained herein shall prohibit the Employer from seeking volunteers to change schedules with less than forty-eight (48) hours notice provided those volunteers are requested starting with the employee who is the lowest on the overtime list in the classification for which the work is to be performed. Should the Employer's attempt to obtain volunteers be unsuccessful, the Employer may elect to pay overtime or subcontract the work in question.

Section 72. The workweek shall be considered the beginning of third shift on Saturday to the end of second shift the following Friday.

Section 83. Any employee called to work at any time other than his or her regular schedule or any employee reporting for work on his or her regular schedule, who has not received notification not to report, shall be guaranteed eight (8) hours work at any job available, or in lieu thereof, four (4) hours

pay at his or her regular hourly rate.

Section 94. Excused time off from work will be calculated as part of the regular forty (40) hour work schedule.

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Section 105. In the event of an official time change in connection with adjustments made for Daylight Savings Time, those affected employees shall be compensated according to the actual number of hours worked without reference to the official time change.

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Section 116. For purposes of administering the Fair Labor Standards Act, as amended, and in aid of calculating overtime hours, the terms and conditions of Article 7, Sections 2 through 5 ~~apply and the Memorandum of Agreement as to the Greenup & Meldhal Hydroelectric Generation Plants, between the parties, dated July 29, 1988 shall apply.~~

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Section 127. It is the intention of the parties for the purposes of this Article and the entire collective bargaining agreement that the twelve (12) hour operating schedule shall not act or be construed to convey upon employees so assigned any benefits or rights which exceed those enjoyed by eight (8) hour shift personnel.

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ARTICLE 8. CALL-IN

Section 1. General Provisions A call-in or call-back is defined as an emergency assignment performed by an employee who is instructed and reports for unscheduled work at a time disconnected from and outside of his or her regularly scheduled work shift.

An employee required to report on a call-in basis shall be eligible for four (4) hours pay at the appropriate rate.

In the instance of a call-in for maintenance purposes, the rate of pay for hours so worked prior to 10:00 p.m. shall be time and one-half, unless the call-in occurs on the employee's second regularly scheduled day off; in which case, the call-in shall be paid at double the employee's classified hourly rate. The rate of pay for hours worked after 10:00 p.m. and until the starting time of the employee's regularly scheduled work shift shall be at double the classified hourly rate.

Should such work not require the full four (4) hours, it shall be the prerogative of the employee to go home but remain on call for the duration of the four (4) hour call-in period. Should another call-in occur for the classification required in the first call-in during the balance of this period, an attempt will be made to contact the person on call to report for this work. If after allowing) forty-five (45) minutes travel time the employee is unable to be contacted or to report for work, for any reason, normal call-in selection procedures will be followed.

In the event of a subsequent call-in, pay for the first call-in shall terminate upon the start of the next call-in provided that there shall be a one (1) hour minimum at the appropriate rate for the first call-in.

Section 2. Stand-By Call-In Duty Employees assigned standby call-in duty, who are required to respond to duty upon a call, shall receive an additional two-hundred and fifty dollars (\$250.00) for each week during which he or she is required to be on standby. An employee may trade days during the calendar year and the weekly compensation for stand-by \$250.00 will be adjusted at a rate of \$35.71 per day. All employees who are on standby shall report for duty within forty-five (45) minutes of any call.

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Section 3. Guidelines for Stand-By Call-In Procedures for the Gas and Water Distribution Division only

1. Subsequent to the execution of this Section, the Gas and Water Distribution Superintendent will establish four (4) person call-in crews that will rotate during the calendar year. A crew will consist of four (4) employees: one (1) Utilities Crew Leader, one (1) Automotive Equipment Operator II, and two (2) Maintenance Workers. The rotation of crews on call for the calendar year will be Maintenance Workers. The rotation of crews on call for the calendar year will be established by pulling the crews established by the Superintendent from a hat. For the schedule in calendar year 2017, the Superintendent will post the schedule within seven (7) calendar days of the execution of this Memorandum for the entire calendar year for which a crew will be on call each week. For subsequent years, the Superintendent will post the schedule by December 15 of each year for the entire following calendar year for which a crew will be on call each week. The Superintendent may modify the schedule during the calendar year based on staffing changes or

other operational changes, including, but not limited to, new hires, retirements, resignations, and leaves of absences, but must post any schedule adjustments no later than 12:00 p.m. on Friday of the preceding week.

2. All employees on the crew posted for stand-by shall respond for duty upon a call as soon as possible but no later than forty-five (45) minutes of the call, unless an employee trades with another employee in the same classification to respond for duty. Employees in the classifications referenced in Paragraph 1 of this Memorandum will be required to respond for duty or trade if they are scheduled for stand-by duty. If an employee scheduled for stand-by duty has an unscheduled absence due to an unforeseen illness which prevents the employee from working his or her regularly scheduled shift and the employee is physically unable to make a call or calls to secure a trade, the Superintendent or his or her designee, upon the employee's request, will assign the employee in the appropriate classification with the lowest overtime to respond for duty. The Superintendent will monitor the use of the provision in the immediately preceding sentence to ensure it is not abused. If an employee scheduled for stand-by duty has a scheduled absence, the employee shall always be required to secure a trade for his or her call-in duty.
3. If more than one crew is needed to respond to an event on call, Management will call for an additional crew by low overtime.
4. Employees will be paid \$250.00 for each week during which he or she is scheduled to be on stand-by, that amount may or may not be adjusted for weeks in which employees trade, per the Superintendent's discretion. If an employee trades with another employee in the same classification for an entire week and notifies the Superintendent of his or her designee by the close of business of the preceding week, the Superintendent or his or her designee may adjust the schedule to the trade and the \$250.00 will be paid to the employee on call per the updated schedule. Per the Superintendent's discretion, an employee may trade days during a calendar year and the weekly compensation for stand-by of \$250.00 will be adjusted at a rate of \$35.71 per day. If an employee fails to respond for a call within forty-five (45) minutes of the call, the employee scheduled for stand-by duty will forfeit the \$250.00 for the applicable week or weeks and may be subject to discipline, unless the Superintendent or his or her designee has approved a response time in excess of forty-five (45) based on extenuating circumstances.
5. The stand-by call-in calendar week shall start on Monday at 7:00 a.m. and end the following Monday at 6:59 a.m.
6. Employees in the classifications of Utilities Troubleshooter (daytime), Utilities Meter Repairer II, Gas Leak Surveyor, and Regulator Technician may volunteer to participate in a stand-by call-in system per these terms, if it is mutually beneficial to the Parties.
7. The terms of this section shall be limited in its application to the Gas and Water Distribution Division only, shall not apply to the Utilities Troubleshooter classification (nighttime) and shall not be considered as precedent.

ARTICLE 9. OVERTIME AND PREMIUM PAY

Work performed outside the regularly scheduled eight (8) (Greenup & Meldahl: twelve (12)) hours per day and the regularly scheduled work week shall be paid for as overtime in accordance with the following provisions:

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Section 1. Time and one-half the regular hourly rate shall be paid for all work in excess of eight (8) (Greenup & Meldahl: twelve (12)) hours in any one day.

This overtime pay provision shall also apply to hours of work which constitute the second eight (8) (Greenup & Meldahl: twelve (12)) hour period of a double shift assignment caused by a change to the employee's workweek schedule.

The parties agree that normal leave scheduling practices which occasion changes to the workweek schedule may be regulated to minimize or preclude the need for overtime.

Section 2. Time and one-half the hourly rate shall be paid for all hours of work performed on the employee's first regularly scheduled day off.

Section 3. Double time the employee's classified hourly rate shall be paid for hours worked by an employee on his or her second regularly scheduled day off in his or her scheduled workweek.

Section 4. Employees working Sunday when it is part of their regularly scheduled workweek and not a scheduled day of rest shall receive a premium of fifty (50) percent per hour based upon their straight time hourly rate for all hours so worked.

Section 5. Employees working Saturday when it is part of their regularly scheduled workweek and not a scheduled day of rest shall receive a premium of twenty-five (25) percent per hour based upon their straight time hourly rate for all hours so worked.

Section 6. Overtime and Selection Procedure

The responsibility for the determination of the need for overtime, the number of hours involved, and the number of personnel required by classification shall rest with the management of the City.

For purposes of overtime selection eligibility, employees on a paid or unpaid leave of absence, to include floating holidays, shall not be considered eligible for overtime occurring during that period of leave and until he or she has actually returned to work on their regular workweek schedule. This provision excludes normal off days within the employee's schedule.

- A. Overtime occurring at the end of a shift or any emergency overtime shall be equalized as far as possible among those qualified to do the work. All overtime shall be offered to the lowest qualified (by classification) employee available. Should the employee refuse to report, he or she shall be charged on the overtime schedule with the overtime worked. An operations employee working on a shift who refuses offered overtime shall be charged on the overtime schedule.

When an operator reports off sick for an extended sick leave of two (2) days or more and there is no relief operator previously scheduled on that shift, an operator of the same class on a relief crew may be assigned to the shift on the second and subsequent days.

In the plants, temporary vacancies of one (1) day in an Operator class which are occasioned either by unexpected employee absence or are a result of normal relief days shall be filled in the following manner:

Should a vacancy occur on the day shift when an in-class relief operator is available, that operator may be assigned to the vacancy.

If, however, there is a qualified relief operator on the work site, in a scheduled working status, management shall have the option to move that employee to the vacant position in lieu of overtime.

Should the vacancy occur on the day shift and an in-class relief operator is not available or should the vacancy occur on other than the day shift, the opening will be filled on an overtime basis in the following priority:

- 1) Operators in class, low in overtime.
- 2) The classified operator on shift.
- 3) Out of class qualified personnel who are low in overtime accumulation.
- 4) Out of class qualified personnel on shift.
- 5) The least senior in-class employee on shift may then be forced to cover the vacancy on an overtime basis.

6) Temporary vacancies of more than one (1) day in an Operator class which are occasioned by unexpected absence shall be filled in the following manner:

7) An in-class relief operator will first be assigned to the vacancy.

8) In the event that an in-class relief operator is not available for assignment, the vacancy may be filled by temporary promotion of lower classed, qualified personnel.

Overtime in an affected class shall be offered first to permanent employees prior to any temporary, full-time personnel.

The following designation of maintenance versus operating classes has been mutually agreed upon relative to the implementation of Article 9, Section 6A:

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MAINTENANCE

OPERATIONS

Automotive Equip. Oper. II

Chief Water Plant Maint.
Mechanic

Chief Water Reclamation Maint. Mechanic
Gas Leak Surveyor
Hydro Plant Maint. Supervisor

Laborer
Maintenance Worker
P.P. 1st Class Maint. Mech.
P.P. Maintenance Engineer
Plant Utility Worker
Regulator Technician
Utilities Crew Leader
Utilities Meter Repairer II
Fitter
Water Production Crew Leader

Electric System Operator
Hydro Operator-Greenup
Hydro Operator-Meldahl

Plant Operator
Plant Utility Worker
Utilities Troubleshooter
Water Reclamation Operator I
Water Reclamation Operator II
Utilities Plant Maintenance Worker

Utility Plant Relief Operator

Maintenance Welder

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Commented [WJ7]: Operations heading Deleted: Compost Operator 1 & 2; Laborer (shift); Lead Power Plant Utility Worker; Utilities Service Representative; Water Tender, Water Tender Assistant

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For purposes of charging of overtime refused, Operators working on maintenance shall be treated the same as maintenance when offered maintenance overtime.

Operators working on maintenance shall be offered available end-of-shift overtime after the available overtime has first been offered to the assigned classified maintenance personnel and prior to a low employee. The intent of this provision is to retain on the overtime maintenance project those employees who have performed the work on a straight time basis rather than call in different employees.

Selection of operator personnel for weekend maintenance projects shall be on the basis of low employee.

- (1) In contacting employees for available overtime, an attempt to notify the entitled person by telephone will be made up to twelve (12) hours prior to the anticipated reporting time. Further attempts to contact a qualified employee will be made to cover the available overtime before an employee on shift is required to work a double shift. Failing in this, a qualified employee on shift may be required, if necessary, to perform the available overtime.

It is the understanding of the parties that overtime selection arrangements (both offer and acceptance or refusal) be concluded as efficiently and expeditiously as possible.

It is further understood that the twelve (12) hour provision contained within this section refers to the point of time at which the available overtime may be proffered to other than the classified employee lowest in overtime.

- (2) Effective 12:01 a.m. on January 1 of each year, overtime balances of employees shall all be reduced to zero (0). In that new calendar year, the first overtime opportunities shall be

presented to the senior person (by class seniority) in the classification(s) in which the overtime occurs. Overtime selection thereafter shall be in accordance with appropriate provisions contained elsewhere within Article 9.

- B. Overtime occurring at the end of a shift involving work crews on a specific job will be first made available to the employee on the job provided the anticipated overtime is not expected to exceed four (4) hours based upon the considered judgment of the Division Superintendent or his or her representative.

Where overtime occurs after the conclusion of a regular shift, the lowest employee (by total number of hours) in class will be offered the available overtime.

- C. In those cases, determined by Management to be of an extreme emergency nature, the required employees will be contacted. The nature of extreme emergency shall be in the order of fires, floods, explosions, high wind storms, loss of service to hospitals, similar critical service interruptions, and mechanical failures that would lead to a loss of service.

The intent in this provision is to insure that work crews arrive at the trouble scene with a minimum of delay. In such cases, overtime accumulations will be adjusted to meet Working Policy requirements on subsequent, non-extreme emergency work.

In the event of an extreme emergency requiring overtime, attempts to secure classified personnel will be made in accordance with above provisions. Should these attempts fail to obtain the required number of personnel, the employee having the least amount of service in the needed classification(s) will be required to report for duty.

- D. In view of the many circumstances that can arise in which an employee who is low in overtime accumulation may not actually work the available hours, it is possible, then, that a "spread" or hours differential may occur among certain employees within a given class. Management and the Union are equally committed to the principle of equalization.

In this context, the parties to the Agreement shall meet as needed, as determined by both parties, to review the status of overtime hours with respect to member employees and other hourly rated classes within the defined bargaining unit. Such meetings will provide an opportunity to determine the causes for such differentials and enable timely and effective corrective action to be taken. The causes of overtime grievances shall also be addressed at these meetings.

It is understood that in view of the variances among different classes in the normal overtime hours available to a specific class, experience gained from the meetings will be necessary to determine what, in a given class, might constitute an excessive differential in the overtime standings.

- E. Overtime accumulations shall be updated to reflect current overtime balances prior to the end of the day shift on Wednesday. Such record shall reflect accumulative hours paid or refused on the basis of eight (8) (Greenup: twelve (12) hours per day or forty (40) per week).

In the event a fixed date holiday falls on Wednesday, the overtime status record shall be posted the preceding work day.

Employees may review overtime records upon request.

A record of overtime shall be made available to all employees by posting weekly in the appropriate plant or work area. Such records shall reflect accumulative hours paid or refused on the basis of eight (8) hours per day or forty (40) hours per week only.

- F. Employees promoted, demoted, or who otherwise change their classification will be assigned the highest amount of overtime hours for the employees in the new class.
- G. An employee who is absent from work due to illness, physical disability, or who is prohibited from working overtime because of physical limitations for one or more weeks will, upon his or her return to work or availability for overtime, have his or her overtime status adjusted in such a manner so as to maintain the identical relative position on the overtime list with respect to the standing of other employees on the list.

Section 7. In the event an employee is temporarily reclassified, he or she shall be eligible for available overtime falling within his or her temporary class. As the employee is temporarily reclassified, he or she will be assigned the number of overtime hours that is equivalent to the highest accumulation in the new class as reported in the most recent overtime recap report. The employee will not be eligible for available overtime falling within his or her permanent class during the period of reclassification. Upon return to his or her permanent class, the employee's overtime status will include all overtime hours worked during both his or her permanent and temporary appointments.

Section 8. Union officials or stewards that must refuse overtime to attend to Hamilton City Union business shall not be charged on the overtime list.

Section 9. Premium and pay provisions will be applied in accordance with the provisions of this Agreement provided the employee has worked or been in an approved pay status for the previous five (5) scheduled workdays.

An employee on an approved sick leave during any of the previous five (5) days may receive the premium overtime rates for the sixth or seventh days provided the employee has worked or been in an approved pay status the previous five (5) scheduled workdays.

An employee on an approved sick leave during any of the previous five (5) days may receive the premium overtime rates for the sixth or seventh days provided the employee produces valid evidence to justify his or her absence. The evidence to be required shall be determined by the City. The significance of this provision is to provide the City protection against the misuse of sick leave which could be more tempting when an overtime situation is involved. The Union agrees to support the City in its effort to control the misuse of sick leave in this or any other case.

Section 10. In the event of overtime refusal or the otherwise unavailability of employees in the appropriate class, overtime will be offered to employee(s) out of the class who are capable of

performing the assignment(s).

Section 11. In those instances only wherein the overtime selection procedure is unclear or ambiguous as to its application to a given issue, and providing resolution of such issue is reached by discussion between the appropriate Supervisor and Steward or Officer of the Local, then said issue, as resolved, shall not then be the subject of a grievance filing.

Section 12. In no event shall an overtime or premium pay provided for in these sections be pyramided or duplicated. Thus, if two (2) or more of its overtime and/or premium pay provisions are applicable to the same hours of work, only the appropriate provision yielding the largest amount shall satisfy the requirements of all other applicable pay provisions. However, overtime and premium rates for all hours worked shall be computed on the applicable straight time hourly class rate plus any appropriate shift differential.

Section 13. It is the responsibility of the bargaining unit employees who are assigned duties which require the exercise of independent judgment to make overtime selection decisions to familiarize themselves with the overtime selection procedures of this Agreement. In addition, the Employer will provide training, as needed subsequent to a request from the Union, to assist these individuals in their understanding of the overtime selection and distribution process and to review and resolve problems that have arisen in the process.

Section 14. Compensatory Leave In accordance with the 1985 amendments to the Fair Labor Standards Act, employees of the bargaining unit may opt for compensatory leave in lieu of cash payment of overtime hours worked. The following administrative procedures shall govern the accrual and utilization of compensatory leave in lieu of cash payment:

- A. There shall be a maximum accumulation of eighty (80) hours per calendar year
- B. Hours of compensatory time shall be equal to pay hours at the appropriate overtime rate as would have been in effect when those hours were worked.
- C. An employee who intends to utilize the compensatory leave option must provide notification of such intent to bank these hours at the same time as the hours are worked. Requests to bank hours as compensatory time shall be indicated on the back of the time card and signed by the employee. Any overtime hours worked, where such option is not requested, will be paid.
- D. The requests for use of compensatory time shall be made on the same basis as vacation days.
- E. Any compensatory time accrued but not used by November 30th in each year shall be converted to pay as soon as practicable. Employees that accrue compensatory time during the last pay period of the current year and ends in the new year, would be able to accrue early this compensatory time over in to the following year.
- F. Requests for compensatory leave utilization shall be in increments of four (4) hours when such use will not require overtime for fill-in.

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Section 15. Sixteen Hour Rule. In the interest of employee well-being and to promote a safe work environment, the parties agree that employees shall be restricted to a maximum of sixteen (16) consecutive hours of work except in the following instances:

- A. In cases of extreme emergency when there is an interruption or loss of utility service to City customers and attempts to contact other eligible employees for relief are unsuccessful.
- B. In the event an employee is performing duties in a classification that requires continuous monitoring and no qualified eligible employees are available for relief.

In the event an overtime situation arises that will create or cause an employee to work in excess of sixteen (16) hours due to a conflict with his or her regular scheduled shift, the employee may choose to:

- A. Request vacation or personal time off to cover their regular scheduled shift, or
- B. Request to be off on unpaid time on their next regular scheduled shift.

If non-scheduled work results in an employee working for any period of time during the period between four (4) and seven (7) hours before the start of the employee's regular scheduled shift, then the employee shall have the option to take unpaid personal leave for the next regular scheduled shift or, if the employee chooses to work the next regular scheduled shift, time worked on that next regular scheduled shift shall be paid at one and one half (1½) times the regular rate.

An eligible employee, who is denied overtime, due to the consecutive hours of work limitation, shall not be charged on the overtime accumulation list.

ARTICLE 10. VACATIONS

Section 1. Employees subject to provisions of this Agreement shall receive vacation leave with pay as follows:

<u>Years' Continuous Service</u>	<u>Vacation Leave Allowance</u>
Less than one (1) year	None
One (1) year but less than seven (7)	80 hours
Seven (7) years but less than sixteen (16)	120 hours
Sixteen (16) years	160 Hours
Seventeen (17) years	168 Hours
Eighteen (18) years	176 Hours
Nineteen (19) years	184 Hours
Twenty (20) years	192 Hours
Twenty- One (21) years	200 Hours
Twenty-Two (22) years	208 Hours
Twenty-Three (23) years	216 Hours
Twenty-Four (24) years	224 Hours
Twenty-Five (25) years	232 Hours
Twenty-Six (26) years or over	240 Hours

Section 2. Employees shall submit their choice of vacation dates for the calendar year, January 1 to December 31, to their Supervisor before April 1 of each year. Vacations shall be selected according to the length of service in class except that in the Divisions of Gas and Water Distribution, divisional seniority shall govern. An employee, with the approval of his or her Supervisor, may change his or her selection of vacation periods after April 1 by notifying his or her Supervisor four (4) days in advance provided that he or she would not "bump" another employee.

Section 3. An employee on vacation, to include off days immediately preceding and subsequent to approved vacation dates, shall not be required to fill in on vacation provided that vacation schedules will be adjusted and no overtime will be created.

Section 4. Accrued vacation in excess of forty (40) hours not taken by January 1 of each calendar year shall be removed from the employee's credit. All accrued vacation carried over into the following year shall be used by April 1 or be forfeited.

Section 5. For those employees whose regularly scheduled work shift consists of a 12-hour work period, and who have accrued, but not used, hours of vacation and/or holiday pay which total less than twelve (12) hours, such hours may be carried forward into the next calendar year without reference to the written approval of the City Manager. Such total (of less than twelve (12) hours accrued leave balance) shall be subject to established management documentation procedures.

ARTICLE 11. SHIFT DIFFERENTIAL

The following differential rates shall apply to hours actually worked by employees assigned to a second or third shift schedule wherein the majority of the scheduled hours worked are between 2:00 p.m. and 8:00 a.m: seventy-five cents (\$0.75) per hour.

GREENUP: A "Lead Shift Differential" of forty cents (\$.40) per hour for each hour worked shall be paid to one senior qualified Hydroelectric Operator on shift. This lead shift differential pay will discontinue permanently August 31, 2021.

Commented [WJ12]: Added this language

ARTICLE 12. EMPLOYEE BENEFITS

Section 1. Sick Leave

Employee shall earn one and one-quarter (1.25) days or ten (10) hours' sick leave for each month of active service to accumulate to a maximum of two hundred and fifty-five (255) days or two thousand and forty (2,040) hours.

An employee is required to have a doctor's excuse after (3) consecutive sick days or (5) unexcused occurrences in a calendar year. In those instances where an employee will be required to present a physician's certificate, the employee will be so notified of this fact in advance and in writing. Such written notification will apply to those next or future instances of sick leave usage. Employees shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive as to the condition of their health.

Whenever an employee's uncertified absences (uncertified means without a medical certificate or other suitable proof required by the City) for sick leave exceeding five (5) occurrences in any calendar year, a medical certificate or other suitable proof will be required for sick leave absences to be approved. If no certificate or proof is provided after five (5) occurrences, the employee's sick leave will not be approved. An employee will receive one (1) occurrence for each day the employee uses sick leave without a certificate or proof whether the employee uses for example one fourth (1/4) hour or eight (8) hours in one day.

Employees absenting themselves from work under the sick leave provisions of this Article for unscheduled sick leave absences are responsible for notifying management daily no more than twenty-four (24) hours and no less than thirty (30) minutes after start of his/her shift if no relief work is involved. If a relief work is involved, employee must notify management two (2) hours before start of shift. Employees' notification under this paragraph shall be personally, by telephone, to his or her immediate supervisor, the City answering service, or other method designated by his or her supervisor. Scheduled sick leave absences (e.g. surgeries, doctors' appointments, extended leaves of absences, etc.) shall be governed by

Article 13, Section 6. An employee on an extended sick leave absence is responsible for notifying Management one (1) day in advance of return to duty.

A. The City will supplement an employee's regular sick leave by providing compensation equal to one half his or her daily sick leave rate for a number of days corresponding to his or her sick leave accumulation existing at the time a disabling injury or illness caused his or her continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

- (1) The employee must have fully utilized his or her regular sick leave accumulation.
- (2) Sick leave accumulation must equal thirty (30) days at the point when the employee's continued absence began.
- (3) Eligibility for extended benefits will require a physician's certification.
- (4) Monies for extended sick leave benefits would not be payable upon retirement, death in service, or work-related fatality.
- (5) In instances of work-related injuries, extended sick leave benefits would not be applied when the employee is eligible for or is receiving weekly benefits under Workers' Compensation.

B. An employee, hired before November 14, 1994, who is eligible to and does retire shall be eligible to receive seventy-five percent (75%) of the value of his or her or her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

In the event of the death of an employee, hired before November 14, 1994, covered by this agreement for causes not related to the employee's job, a payment in the amount of seventy-five percent (75%) of the value of his or her accumulated sick leave shall be made to the surviving spouse, heir(s) at law or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

An employee, hired on/after November 14, 1994, who is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his or her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

In the event of the death of an employee, hired on or after November 14, 1994, covered by this Agreement for causes not related to the employee's job, a payment in the amount of fifty percent (50%) of the value of his or her accumulated sick leave shall be made to the surviving spouse, heir(s) at law or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

C. An employee who dies as a direct result of his or her employment with the City to the extent that his or her family is eligible to receive Workers' Compensation, then said family will be eligible to receive full payment of the employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1,200) hours.

D. Notice will be provided at or near the beginning of each calendar year of employee sick leave balances.

Section 2. Facilities

The Municipality shall make reasonable provisions for the health and safety of member employees. Lockers and proper washroom facilities shall be provided and maintained.

The employee recognizes that the maintenance and reasonable care of issued equipment in his or her possession or provided for his or her use is his or her responsibility. Replacement of such articles will be effected through the employee's supervisor.

Section 3. Clean-Up Time

A wash-up period not to exceed fifteen (15) minutes will be provided near the end of the employee's shift for Plant Maintenance personnel and in the Division of Gas and Water Distribution.

Section 4. Lunch Period

Management will insure that employees will receive a lunch period during their regularly scheduled tour of duty. Consistent with a normal work schedule, such period will begin within the five and one half (5½) hour period following the start of the employee's tour of duty. If it becomes necessary to postpone the lunch period, the regular workday may be shortened by the length of the normal lunch period.

A paid lunch period not to exceed thirty (30) minutes within the regular eight (8) hour shift shall be provided to those employees in non-operating or maintenance classes falling within the bargaining unit.

Lunch periods may be subject to interruption due to work requirements of the employee's job.

Lunch breaks are subject further to the following conditions:

- A. Employees of the Divisions of Gas and Water will take their lunch to and eat on job site.
- B. Lunch periods are subject to scheduling by supervision.

Section 5. Coffee Break

In accordance with existing City policy, employees will be permitted one (1) ten (10) minute coffee break during the first four (4) hour period and the final four (4) hour period of the work shift.

Section 6. Clothing Allowance and Uniforms

- A. During the term of this Agreement, the City will provide to bargaining unit employees work uniforms consisting of eleven (11) sets of long sleeve shirts, eleven (11) sets of t-shirts, eleven (11) sets of pants, one (1) winter jacket, and one (1) Bib overall which such employees will be required to wear while on duty. The City will provide for the cleaning of the uniforms. Such uniforms will be replaced by the City on an as needed basis subject to City management approval.

During the term of this Agreement, the City shall pay every bargaining unit employee two hundred dollars (\$200.00) per year as an allowance for safety shoes and safety glasses as determined by the Municipality. Employees will be required to wear safety shoes and safety glasses while on duty. The allowance money will be paid on or before September 30 each year. All such articles issued by the City shall be worn by the employees during working hours and when traveling to and from work only.

- B. Monies paid by the City for the purchase of work clothing, safety shoes, or safety glasses will be subject to recovery should the employee resign within three (3) months following receipt of payments.

Section 7. Funeral Leave

In the event of a death of a person, not of an immediate relationship as provided, but who is a ~~blood~~-relative of the employee, leave pay of up to (1) eight (8) hour work day may be taken for funeral purposes. Those employees who are regularly assigned a twelve (12) hour shift may take four (4) hours of approved vacation, compensatory time, floating holiday, or report to work for the remaining four (4) hours at the beginning or at the end of work shift.

Commented [WJ13]: Added this language

- A. In the event of death in the immediate family, a permanent employee shall qualify for funeral leave with pay for a total of (24 hours) for participation in funeral services or arrangements.

For the purpose of this section, immediate family is defined as: spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, parents or stepparents of spouse, grandparents of spouse or step-grandparents.

Commented [WJ14]: Added this language

In the event of a death of a person, not of an immediate relationship as provided hereinabove, but who is a relative of the employee, leave with pay of up to one (1) eight (8) hour work day may be taken for funeral purposes.

In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation credit, with the approval of the supervisor.

- B. Funeral leave, with pay, is intended to protect the employee against the loss of straight time

wages only during a period of bereavement. Funeral leave with pay will not be granted for any period during which the employee is already in a paid or unpaid leave of absence status.

Funeral leave pay shall be provided to accommodate absence occurring only on days that the employee would otherwise have been scheduled to work and at the employee's class rate.

Funeral leave, as a result of the death of a member of the immediate family or otherwise, shall be taken within a seven (7) calendar day period of the date of the funeral.

The employee, as a condition of eligibility for funeral leave pay, shall submit proof of death and relationship when requested.

Eligibility is further conditioned upon the completion by the employee of a certificate as to the purpose of leave usage.

Leave requests meeting the conditions set forth in this section will be approved by the employee's supervisor.

- C. Use of funeral leave will not be charged against accumulated sick leave balances.

Section 8. Pension Plan, Hospitalization, and Medical Care

- A. The City shall provide to full-time permanent employees a plan of health insurance. The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: the City shall contribute no more than eighty-five (85%) percent of the total premium cost and the employees shall contribute at least fifteen (15%) percent of the total premium cost through payroll deduction.

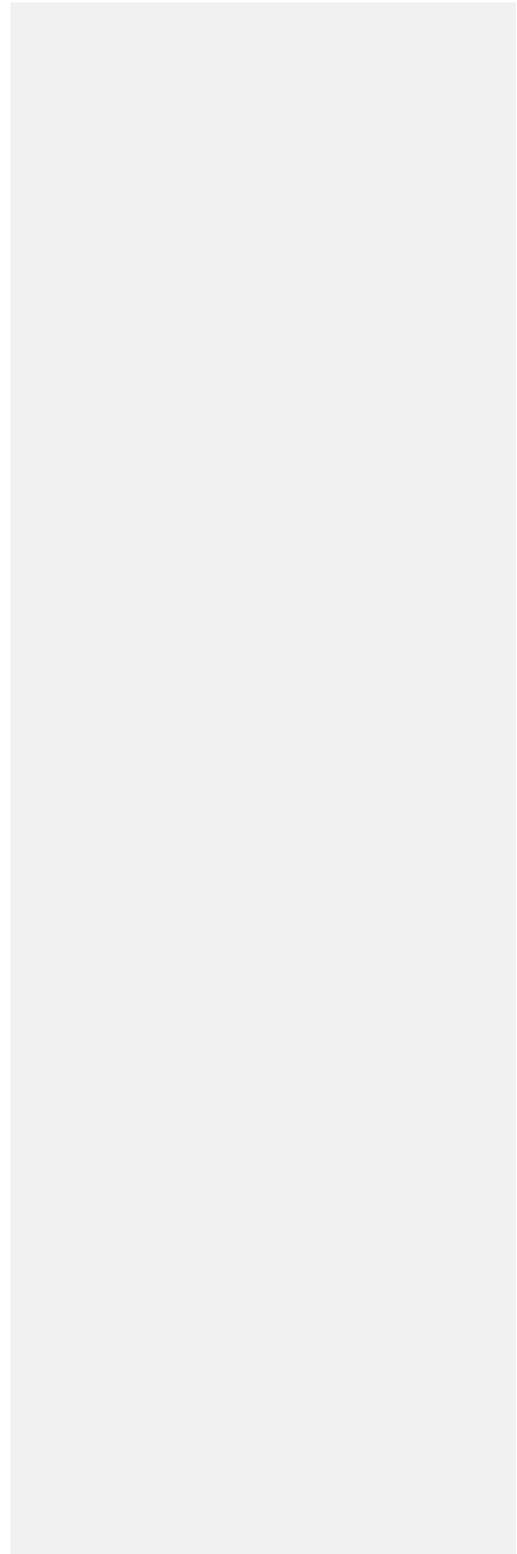
The parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The Union recognizes the right of the Municipality to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or reduce premium costs.

The parties agree that the City may annually change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. Adjustment of deductibles and co-pays shall not be construed as a reduction in benefit levels.

The Union understands and agrees that any increase in the premium rates for health, medical, life and related insurance premiums shall be a factor considered in the total economic proposals for successor negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

The parties agree that the Union may participate in a City-wide health insurance committee. The parties acknowledge that the purpose of the Committee is to work with City administration

within the City's budget parameters to review insurance coverage and consider alternative coverage or benefits.



- B. In the event of an employee's death during active employment, the City will continue to pay its portion of premiums for the existing plan of health coverage which may have been in effect for a spouse or children during the month of death and for the next month following, provided that there is no other health care plan in effect.

Section 9. Holidays

- A. The annual holiday leave with pay allowance shall be one hundred and thirty-six (136) hours. The following shall be recognized as guaranteed holidays:

New Year's Day	Christmas Eve Day
Martin Luther King Day	Christmas Day
Good Friday	New Year's Eve Day
Memorial Day	Employee Birthday
Independence Day	Five (5) Personal Leave Holidays
Labor Day	
Thanksgiving Day	
Friday immediately following Thanksgiving	

- B. Employees will be paid eight (8) times their regular straight time hourly rate as holiday pay for full day holidays when such days occur or are celebrated on regular workdays. Employees in a non-pay leave status shall not be eligible for holiday pay for any holidays while on leave of absence.

(1) An employee will be eligible for holiday pay provided he or she works the last scheduled day prior to and the next scheduled workday following the celebrated holiday, but is not paid on regularly scheduled days off except as may be provided for in the guaranteed paid holiday arrangement.

(2) An employee on approved sick leave the day prior to or the day following the holiday may receive the appropriate benefits of holiday pay providing he or she produces valid evidence to justify his or her absence. The validity and kind of evidence required is at the sole discretion of the City. The significance of this provision is to give the City protection against the misuse of sick leave; the use of which could be more inviting to the employee when a holiday situation is involved. The Union agrees to support the City in its effort to control the misuse of sick leave in any case.

- C. For work performed on a holiday, employees will be paid double time the straight time hourly rate for each hour worked in addition to the appropriate holiday pay noted in Section 9-B and will be paid double time for hours worked in excess of eight (8) on such holidays.
- D. Operating personnel shall observe the calendar date of the holiday with regard to holiday and

premium pay rather than the day observed when the two days differ. Non-operating personnel shall observe the “day observed” when it differs from the calendar day of the holiday.

- E. Permanent employees, during each full calendar year, shall be guaranteed seventeen paid holidays. Employees whose schedules provide for less than seventeen (17) paid holidays during the course of the calendar year will be guaranteed the seventeen holidays by receiving the holiday pay in an amount equal to the difference between the holidays observed by the employee and the seventeen guaranteed holidays. This provision is limited to continuous operating personnel wherein work schedules will not effectively permit observing another day off.

Differential holiday pay as provided in the above paragraph will be remitted in the pay for the period in which the holiday occurs.

Greenup and Meldahl: The guaranteed paid holidays shall be construed as one hundred thirty-six (136) hours for shift personnel.

- F. For holidays having fixed calendar dates, leave eligibility is conditioned upon the employee being in a pay status on the actual date of the holiday, e.g. Independence Day, Christmas Day.

Employees will be permitted to schedule their annual birthday and personal leave days as “floating” holidays.

Such “floating” holidays may be scheduled during the calendar year based upon the interests of the employee in keeping with both work unit scheduling practices and manpower necessities.

Although the birthday holiday may be scheduled and taken in a calendar year prior to the actual anniversary date of birth, this holiday will be considered as earned leave in that year providing the employee is in a pay status on the actual birth date.

The Personal Leave holiday shall be considered as earned leave upon completion of three (3) months’ service in a pay status during a calendar year.

Holiday leave taken but not earned shall be subject to recovery.

- G. Employees shall request use of a floating holiday not less than twenty-four (24) hours prior to the employee’s regular starting time. The leave request will be either approved or disapproved as promptly as possible. The twenty-four (24) hour notice shall not apply in cases of unforeseeable emergency.
- H. Employees may use holiday leave in a minimum of four (4) hour increments.

Section 10. Life Insurance

- A. The City will arrange for a policy of group life insurance for active, permanent employees who have completed six (6) months' service with the City.
- (1) The amount of life insurance coverage shall be an amount equal to one times the employee's annual wage or salary as provided in the Classification and Compensation Plan, but rounded to the next lower one-thousand dollar (\$1,000) increments.
 - (2) If the employee's annual wage or salary increases, the amount of his or her insurance coverage shall be redetermined in accordance with Section A(1) on an annual basis.
 - (3) A double indemnity provision for accidental death or dismemberment benefit will be provided.
 - (4) The Municipality will pay the total cost of the first ten thousand dollars' (\$10,000) coverage, which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary as shown in the Classification and Compensation Plan will be made available at a cost to the employee of fifteen cents (\$0.15) per month per thousand dollars' coverage.
 - (5) Should an employee not elect life insurance coverage on the basis of one times earnings, the City will provide a maximum of ten thousand dollars' (\$10,000) coverage to include accidental death and dismemberment protection.
- B. (1) The amount of death benefit on each employee retiring prior to January 1, 1970 will be one thousand dollars (\$1,000).
- (2) Regular, full-time employees who retire on or after January 1, 1970 but prior to March 1, 1977 will be provided with a maximum of two thousand dollars (\$2,000) as a death benefit. The cost of said benefit shall be paid in full by the City.
 - (3) Regular, full-time employees who retire on or after March 1, 1977 will be provided with a maximum of four thousand dollars (\$4,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

Section 11. Merit Increases

Employees shall be eligible for consideration of their first merit adjustment upon the successful completion of the probation period following either original or promotional appointment. Consideration for subsequent merit adjustments will be provided each twelve (12) month period, thereafter except that consideration for the final two (2) rate steps will be provided at six (6) month

intervals.

Work time lost as a result of unpaid leaves of absence, whether approved or unauthorized, will not be counted in the time for implementing merit adjustments.

It is understood that satisfactory performance of class duties is a determining factor of merit.

Employees who merit an increase in pay and who do not receive such on the first pay following eligibility shall be entitled to retroactive pay equal to the difference in two (2) rates payable in the next pay.

Notice will be provided on a timely basis of pending changes in classifications, changes in job abolishments, and changes in pay range assignments. This requirement does not limit the ability of the Municipality to effect such changes but is intended only to serve as an informational need.

Section 12. Rain Provision

Rain gear is to be provided to all employees that are given outside work assignments. Emergency work will be performed at all times. However, management retains the right during periods of rainfall to instruct employees to remain at job site under shelter; to reassign employees to other job sites where rainfall is not occurring; or to indoor assignments during such periods of rainfall.

The Superintendent or designee shall determine when the outside temperature is fifteen (15) degrees or less, as shown by the temperature chart in the Utilities Conference Room at the Garage that all employees will work indoors. Emergency work will be performed at all times.

Section 13. Injury Leave

- A. An employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and who is off work due to said injury for a continuous period of fifteen (15) calendar days, will be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury, provided the employee is diagnosed and treated by a doctor on a preferred provider list of workers' compensation doctors approved by the Municipality. After the employee has been off work for a period of fifteen (15) continuous days, the employee shall receive his or her regular pay retroactive to the third (3rd) work day of the period of continuous absence. Two (2) work days of this period shall be charged against the employee's sick leave balance and the remaining work days for which injury leave is due shall be recredited to the employee's sick leave account.
- B. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a

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physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

- C. Notwithstanding any other provisions of this Agreement, an employee on injury leave who is unable to perform his or her regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and the Employer's physician releases the employee to return to work under such conditions.
- D. The Employer shall have the right to demand proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for discharge.
- E. The City will continue premium payments on medical, surgical and life insurance benefits during any period of ILWP. The Municipality will pay premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.
- F. Seniority shall continue to accrue during any period of approved leave.

ARTICLE 13. GENERAL PROVISIONS

Section 1. Administration of Pay Ranges

At such time as the City of Hamilton grants a pay increase, such increase shall apply to maximum, intermediate, and minimum steps. If such increase is equal to a step increase or greater, there shall be a new maximum and minimum step but no increase in the number of steps.

Section 2. Shift Trades

With prior supervisory approval, employees assigned to a continuous operation may trade work shifts within their permanent classification. A shift trade must be completed within the same two (2) week payroll period.

It is agreed that the trading of shifts shall not give rise to nor form the basis of grievances dealing with the overtime and premium pay provisions of this Agreement.

Section 3. Temporary Appointments

Employees temporarily appointed or assigned to perform duties of a higher rated class will receive, beginning with the first work day of such assignment, the rate of pay which is identical and the same as that of the worker that he or she is temporarily appointed to replace. Provided that temporary appointment pay shall be capped at a pay step within the applicable pay range of Schedule F which

would provide for increase as close to, but not less than, two dollars (\$2.00) per hour. If a temporary appointment is the result of a vacant position and the vacancy is not filled within ninety (90) days, the temporary appointment will cease to be subject to the cap. Employees temporarily appointed or assigned to perform duties of a higher rated class as an additional employee in that higher class will receive, beginning with the first work day of such assignment, a rate equivalent to one (1) pay step higher than his or her present rate or the first step in the range of the class to which he or she or she is temporarily reassigned, whichever is greater.

This provision is not intended to affect normal overtime that would occur. Ability and qualifications being equal, the senior employee in the eligible class shall be provided consideration for the temporary appointment.

Section 4. Rate Advancement Range Adjustment

Members ~~shall advance one step upon completion of their probationary period, hired after November 14, 1994 shall advance to step 2 upon successful completion of the probationary period.~~ Service at each step thereafter shall be on an annual basis until the eighth (8th) step which shall be for six (6) months, followed by six (6) months at the ninth (9th) step and final advancement to the tenth (10th) step. Advancement shall be according to this schedule providing performance merits such consideration and the employee has successfully achieved licensing conditions where applicable. Nothing in this section prohibits the Employer from placing a new employee at a step higher than step one, or advancing an employee at a faster than annual rate.

In the event of an employee promotion which results in a pay range increase of one or more pay ranges, management will place that employee in the pay step in the new range that provides a minimum increase of 5 percent over their present rate.

In the event that an employee wishes to take a voluntary demotion, management will place that employee in the step in the new range that is the least amount of rate reduction.

Section 5. Disabled Employee

In the event an employee covered by this Agreement becomes physically unable to satisfactorily and safely perform the regular duties of his or her classification, an effort will be made by the City to find work of a less strenuous nature for which he or she is qualified. It is understood that a job vacancy must be available and that the employee must be qualified and capable of performing the duties of the new classification. The employee will be compensated at a rate appropriate to the new class to which he or she is appointed.

Commented [WJ15]: See revised language

Section 6. Supervisors Working

Supervisors shall not perform work normally assigned to the bargaining unit at any time except to instruct an employee in the work of his or her classification or to relieve an emergency involving hazard to an employee or in an emergency to prevent equipment or installation damage as a last resort. The demonstration or instruction of in class duties is not intended to relieve the employee of the responsibility for actual performance of assigned tasks.

The parties recognize the importance of the Hydroelectric Generation Plant. Accordingly, in the event that a bargaining unit employee cannot be obtained, plant operations will be assumed by a management representative in lieu of a shutdown.

Section 7. Employee Responsibility

Employees are responsible for maintaining their work stations in a clean and orderly fashion.

Operating personnel shall regularly observe all equipment under their supervision to ensure proper operation and thoroughly understand the operation of all equipment under his or her jurisdiction.

Employees are responsible for reporting any unusual happening or occurrence on their shift. If the incident is of a serious nature, the operator on duty will notify supervision without delay.

Operating personnel shall not leave their assigned work station without proper, qualified relief.

Section 8. Consecutive Off-Days

Management will attempt to schedule shift operations such that two (2) consecutive off-days are provided. Notice will be provided the Shop Steward in the event this cannot be accomplished.

Section 9. License Examinations

The Municipality will reimburse the employee for the cost of a license examination providing the employee successfully passes the examination requirements.

The City will provide up to eight (8) hours time off with pay at straight time hourly class rate to those employees who attend and successfully complete a state license examination when such certification is required for the performance of their class duties. Advance notice to supervision shall be provided

for such absence.

Paid leave for license examination purposes shall be advanced on either a floating holiday or vacation leave basis until notice of successful test completion is received, at which time the employee's holiday or vacation leave balance shall be recredited.

The City agrees to the reimbursement of course fees for courses taken which are job-related or for advancement, provided such courses have prior approval in writing to the employee from his or her Department Director.

Where examinations and licenses are required for advancement, employees may be given time off, up to eight (8) hours with pay at the straight time hourly class rate, for attendance at and successfully completing a state license examination. Such employee must be classed in a lower rated classification and the license must be for job-related advancement. Approval must be obtained in writing and in advance from the Director of the employee's department.

In the divisions of Electric Production, Water Production and Water Reclamation, the Municipality will reimburse the employee upon successful completion of examination requirements for the cost of the application fee, and for the cost of necessary license renewal.

Employees, who hold maintenance classifications which do not require a state certification or license but work in a classification series that allows them to promote to a classification requiring state certification or licensure, shall be eligible for a one (1) pay step increase upon successfully obtaining a state certification or license which is pre-approved by the City and required for promotion within their division. Eligibility for further merit increases will not be affected by such advancement and will continue to be calculated on an annual basis from the date of the employee's last merit increase. Employees who obtain a pre-approved state certification or license and have reached ~~the top step Step 10~~ of their pay range shall receive a one (1) time lump sum payment of ~~five three~~ hundred dollars (\$~~500~~.00). This paragraph does not apply to employees who demote from a classification requiring certification or licensure to a classification not requiring certification or licensure.

Commented [WJ16]: Increased from \$300 to \$500

Section 10. Personnel Records

A letter of warning issued by an Appointing Authority to an employee is to serve as an instructional device to inform and advise the employee. Such notices, when issued, will become a part of the employee's central record file for a period not to exceed one (1) year from date of issuance.

Records of any suspension received by an employee shall be purged from his or her personnel file two (2) years from the date said suspension was received by the employee provided said employee incurs no additional discipline of the same nature during the two-year period.

Records of any written warning or of any suspension presently in an employee's personnel file at the time of the execution of this Agreement shall likewise be purged providing the records meet the criteria for purging as set forth above.

Section 11. Appointments

Except as otherwise provided in this Agreement, appointments shall be made in accordance with the Civil Service Rules and Regulations which provide the Appointing Authority the right to appoint to a vacancy from an eligible listing of three candidates.

The appointment of an eligible holding other than the topmost position on the certified list will cause notice to be provided to the Business Manager.

Appointments may be reviewed by the Civil Service Commission for appropriateness.

All job openings pertaining to the various represented divisions shall be posted in the respective plants and/or Municipal Garage.

Advance notification to the Union will be provided with reasons provided in the event of a change or alteration to class descriptions for positions represented by the Union.

Rank standing on promotional eligibility lists for represented classes shall be determined only by passing test score with the addition of appropriate seniority credits.

Section 12. Use of Alcoholic Beverages Prohibited

No employee shall report to work under the influence of or have in his or her possession or consume or use during duty time any alcoholic beverage or illegal narcotic drug, barbiturate, amphetamine, hallucinogen, harmful intoxicant, or dangerous drug.

Section 13. Agreement Terms All Inclusive

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.

Section 14. Agreement Availability

A final draft incorporating negotiated amendments to an existing labor agreement will be referred by the City of Hamilton to the Business Manager, Local 20, IUOE, or his or her designated representative, no later than ten (10) working days following final ratification action.

Section 15. (Federally Required Anti-Drug Program)

As contained in the Department of Transportation Final Rule 49, CFR, Part 199, the Employer has implemented an Anti-Drug Program. That program must apply to all bargaining unit positions.

That program includes:

- A. Drug screening, which complies with the requirements outlined in 49 CFR, Part 40 for:
 - 1) Pre-hire drug screening to include pre-transfer screening for persons requesting an initial transfer into positions covered by the policy.
 - 2) Random drug screen testing to achieve an annualized rate of testing consistent with federal regulations.
 - 3) Post-accident drug screening.
 - 4) Reasonable cause drug screening.
- B. Designation and utilization of a Medical Review Officer, a licensed physician, who shall exercise medical control of medical and clinical aspects of the plan.
- C. An Employee Assistance Plan with appropriate supervisory training in its use and publication to work sites of the plan.
- D. Administrative policies which assure that persons who fail or refuse such testing will not be hired and which require that persons who refuse or fail such drug tests shall be removed from functions covered by these standards and may receive disciplinary action up to, and including, termination.

ARTICLE 14. UNEMPLOYMENT COMPENSATION

Employees of the City of Hamilton shall be entitled to Unemployment Compensation under the laws of the State of Ohio for any period of unemployment due to layoff for lack of work or lack of funds.

ARTICLE 15. CHANGE TO OPERATIONS

Section 1. Layoff & Recall

When it becomes necessary, due to a lack of work or funds or job abolishment, to reduce the number of employees in the bargaining unit, the Employer shall determine the number of positions by classification and the following layoff procedure shall be followed.

The Employer shall notify the employee with the least total continuous seniority from most recent date of continuous hire as a permanent employee with the City of Hamilton that they are to be laid off.

The Employer shall lay off in the following order. First, employees holding appointment in categories

of temporary, intermittent, temporary part-time, seasonal, provisional, casual and probationary, and then permanent.

Bumping Rights. Employees may displace (bump) the least senior bargaining unit employee in a lower classification in the same classification series provided that the employee has more seniority than the employee displaced and provided that the employee doing the bumping had previously held the lower class by a permanent or temporary appointment of at least sixty (60) consecutive calendar days. In

each case, the employee must be presently qualified to perform the work.

Such bumping rights shall occur in units represented by the IUOE, Local 20. In addition, persons who had previously held the position of Meter Reader shall be permitted to bump in the Metering unit.

Classification Series. Not more than ninety (90) days after the signing of this Agreement, the work-site Labor Management Committee within each division shall develop a classification series ladder which shall include all of the positions utilized in that work unit. Each series shall be arranged to show which classes are lower and the line of progression if an employee is bumping down.

Preferential Hiring List. The City shall establish a Preferential Hiring List which shall remain in existence for two years following any layoff. The list shall be in the order of total City seniority. In the event that the City determines that it will fill any positions normally filled by open means, the City shall offer the available work first to the topmost person on the Preferred List who is fully able to do that work. The list shall be used to fill vacancies in positions which include, but are not limited to, Laborer, Building Service Worker and Maintenance Worker.

Any person who has been passed over on a Preferred Eligibles list because he or she was not capable of performing a particular job shall remain on the list for consideration if other openings occur. A person who has declined appointment shall be removed from the list.

The Employer shall give the effected employees fourteen (14) calendar days' written notice of their layoff unless a longer time frame is otherwise required by statute.

Employees who are laid off shall have recall rights to the position from which they were laid off for a period of two (2) years. Employees shall be recalled in the inverse order of layoff. An employee to be recalled shall be notified by certified letter/return receipt of the offer of recall. The letter shall be mailed to the employee's last known address. A recalled employee shall be allowed ten (10) calendar days from receipt of the notice to return to work. An employee failing to return to work within ten (10) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his or her latest mailing address. Each employee who may have an interest in any position unrelated to the classification series from which he or she was displaced, shall provide the Department of Civil Service and Personnel with an updated listing of qualifications, credentials and types of interest.

In the event of a tie among two (2) or more employees with respect to the order of layoff or recall, the affected employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of employees subject to this Agreement, notwithstanding any contrary provision of the Ohio

Revised Code or rules of the Hamilton Civil Service Commission.

Section 2.

If, for reasons of lack of funds, the Municipality during the term of this Agreement initiates a work force reduction by means of layoff of members of the bargaining unit, Union and Management agree to open discussions for purposes of negotiating severance pay for employee so affected.

The Municipality will provide the Union with a thirty (30) day advance written notice of pending layoff(s).

Section 3.

This Agreement shall be binding upon Employer's successors, assigns, purchasers, or transferees, whether such succession, assignment, or transfer be effected voluntarily or by operation of law.

If only a portion of Employer's business covered by this Agreement is sold, assigned or transferred, either voluntarily or by operation of law, this Agreement shall continue to apply to the remaining portion of the business retained by Employer and to that portion of the business so sold, transferred, or assigned.

ARTICLE 16. DISCRIMINATION

The parties agree that all persons shall receive equal employment opportunities regardless of race, color, religion, creed, sex, national origin, handicap status, membership or non-membership in a labor organization, grievance activity, and otherwise within the framework of federal law regarding age discrimination.

The Municipality shall have the right to use its own discretion in the matter of choosing employees for attendance at training courses.

ARTICLE 17. LABOR RELATIONS - A CONTINUOUS PROCESS

Section 1.

The parties agree that in the interest of promoting harmony and understanding, periodic meetings will be conducted involving the management of its various operations and its divisions with the elected representatives and Business Manager of Local 20, IUOE.

Appropriate agenda items may include matters relating to safety, productivity and cost control within the work environment.

Section 2.

In view of the diversity of operations falling within the scope of the bargaining unit, the parties recognize the value in the development of certain policy guidelines which act to interpret provisions of this Agreement and facilitate their application to questions or issues peculiar to a specific area of the bargaining unit.

It is the intent of the parties that all such interpretive guidelines be developed with the direct involvement of the Business Manager of Local 20, and the City's designated representatives.

No such interpretive guideline shall be in contravention to any provision of this Agreement.

ARTICLE 18. ATTENDANCE POLICY

Existing policy requires that an employee notify management in advance of the scheduled shift start when said employee is absent from work. This policy also requires an employee to notify management in advance of the scheduled start of the work shift when this employee will be late in reporting to work. Generally, these provisions are most relevant to unscheduled absences.

There are two situations which occur relative to tardiness. The first, involves an employee who has not called in before the start of the work shift as is required by existing policy. The second applies to an employee who calls in before the start of his or her work shift:

Section 1. a. Employee Fails to Call in Before Start of Work Shift:

An employee who is tardy and has not called in before the start of his or her scheduled work shift will be considered to be in an unauthorized leave status.

The first occurrence of this type tardiness will result in the employee receiving a verbal reprimand and being docked pay as below.

A second occurrence within a twelve (12) month period will result in the employee not being permitted to go to work thereby forfeiting eight hours pay, and also, it will result in the employee receiving a written reprimand from the Supervisor.

A third occurrence within a twelve (12) month period will result in an automatic three-day suspension without pay.

A fourth occurrence within the twelve (12) month period will result in the scheduling of a pre-disciplinary conference with the employee being recommended for dismissal from service with the City of Hamilton.

Section 1.b. Employee Fails to Call In Before Start of Work Shift and Fails to Show. (No

Commented [PK17]: Added 8/13/20

Commented [WJ18R17]: Added "1.a" designation

Call/No Show

When an employee does not report to duty as scheduled and has not called in before the notification deadline of the start of their scheduled work shift, they shall be considered in an unauthorized leave status and classified as a "No Call/No Show" absence. Two (2) consecutive days of a "No Call/No Show" are two (2) separate occurrences.

The first occurrence of this type of absence shall result in the employee receiving a Written Reprimand and shall be docked an appropriate amount of pay in accordance with the length of time they are absent from their scheduled work shift.

The second occurrence within a twelve (12) month period shall result in the employee not being permitted to go to work, thereby, forfeiting their pay for that scheduled work shift. The employee will be issued a Notice of Final Warning for the second occurrence. The Notice of Final Warning for a "No Call/No Show" absence shall remain active for twenty-four (24) months.

An occurrence within a twenty-four (24) month period after receiving a Notice of Final Warning for a "No Call/No Show" absence shall result in the scheduling of a pre-disciplinary conference with the employee being recommended for dismissal from service with the City of Hamilton.

Commented [PK19]: Add Section 1 b New Language

Section 2. Employee Calls in Before Start of Work Shift as required

When an employee is tardy and has notified management in advance of the start of the scheduled work shift, a different set of circumstances will initially occur.

The first occurrence of such tardiness will be considered to be an excused absence; however, the employee will be docked an appropriate amount of pay in accordance with the length of time he or she is tardy.

If the crew is still at the garage or in other positions that do not require relief, the employee will be docked for lost time in increments as follows:

Commented [WJ20]: Added language

<u>Period Late</u>	<u>Time Docked</u>
0 - 15 minutes	¼ hour
16 - 30 minutes	½ hour
30 - 60 minutes	1 hour

In the event the crew has left for the job site and the employee must be transported by a Supervisor to the site, the employee's time for pay purposes will be started when he or she reaches the job site. Again, the amount of pay which will be docked will be figured in time increments as above.

In the event an employee has a second occurrence of tardiness within a thirty-day period, even though he or she has called in, the employee will receive a verbal reprimand from the Supervisor. Appropriate loss of time policy will be in effect as described above.

In the event an employee has a third occurrence of tardiness in this manner within a ninety-day period, the employee will be issued a written reprimand concerning the violation of Departmental attendance policies.

In the event the employee has a fourth occurrence of tardiness within a six-month period, the employee will be considered for disciplinary action involving a minimum three-day suspension without pay. In this particular situation, such disciplinary action will be meted out after a pre-disciplinary conference is scheduled by management.

If additional tardiness occurs within a one (1) year period, the employee will again be subject to disciplinary action up to and including dismissal from employment with the City. Such disciplinary action will be meted out after a pre-disciplinary conference is scheduled.

Section 3. An employee will not be disciplined under Section 2 of this Policy if the employee has six (6) or fewer unscheduled absences for any time off, including, but not limited to, vacation, sick leave, compensatory leave, holiday leave, and funeral leave within a

twelve (12) month period. Any unscheduled time off above six (6) within a twelve (12) month period will result in the discipline set forth in Section 2 of this Article unless the absences are required by a law such as the Family and Medical Leave Act and the Americans with Disabilities Act. One (1) unscheduled absence will be counted for each day the employee uses leave time that is unscheduled without one-day's notice whether the employee uses four (4) hours, eight (8) hours in one day, or some other amount of time. The provisions in the immediately preceding three (3) sentences are not applicable to discipline under Section 1 of this Policy.

Section 4. Excessive absenteeism or tardiness results in disruption to the scheduled activities, an excessive waste of supervisor and management time in transporting employees to job sites, and further results in a hardship on other employees who are available for work at the start of their work shift as required.

ARTICLE 19. GENERAL WAGE, RATE/CLASS ADJUSTMENTS

Section 1. General Wage Rate Adjustment

The following rate/class changes shall be:

- A. ~~All employees in the bargaining unit as of the date of execution of this Agreement shall receive a fifty cents (\$.50) per hour increase effective from the beginning of the pay period that includes May 31, 2013.~~
- B. ~~All employees in the bargaining unit as of the date of execution of this Agreement shall receive a lump sum payment in the amount of One Thousand Dollars (\$1,000) within two (2) pay periods of Agreement execution.~~
- ~~C.~~ B. All employees shall receive a two percent (2%) across the board wage increase effective from the beginning of the pay period that includes September 1, 2017 ~~2020~~ with no performance metrics requirements.
- D. All employees shall receive a one and one-half percent (1.5%) across the board wage increase effective from the beginning of the pay period that includes September 1, 2021 ~~& 2022~~ & 2024. All employees shall receive a one-half percent (1.05%) performance-based increase

effective from the beginning of the pay periods that ~~on includes~~ September 1, 2021 & September 1, 2022~~18~~, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance-based criteria in Section 2 ~~for each year, below from July 1, 2017 to June 30, 2018~~.

~~E.C.~~

~~F.~~ All employees shall receive a one and one half percent (1.5%) across the board wage increase

Commented [WJ21]: Revisions as shown

Commented [WJ22]: This section seems to be a duplication of same statement above.

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effective from the beginning of the pay period that includes September 1, 2019. All employees shall receive a one half percent (.5%) performance based increase effective from the beginning of the pay period that includes September 1, 2019, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance based criteria in Section 2 below from July 1, 2018 to June 30, 2019.

Section 2. Performance-Based Criteria

The entire bargaining unit must meet or exceed 60% the following metrics to receive the performance-based increases set forth in Section 1(D) and (E) of this Article.

METRIC	STANDARD	VALUE
Lost time hours	0 lost time hours	10 5%
Lost time incidents	0 lost time incidents	10 5%
Unscheduled time off	No more than 3 occurrences (1 occurrence = any increment of time off with less than one day's notice) of unscheduled time off on average/per employee	20%
Reliability	Average reliability based on: <ul style="list-style-type: none"> - Average number of customers and hours and amount of time customers are without gas service for repairs not to exceed 10% - 5% of Reliability Value; - Average number of customers and hours and amount of time customers are without water service for repairs not to exceed 10% - 5% of Reliability Value; and - Annual generation capacity of both Greenup and Meldahl Hydroelectric Plants greater than or equal to 50% of annual nameplate generation capacity of both Plants - 15% of Reliability Value 	20 5%
Overtime availability ratio (Ratio between total overtime calls accepted and total overtime calls made)	Overtime availability ratio must be greater than or equal to 75% of overtime calls accepted for the entire bargaining unit. E.g. If the total overtime calls made were 8 and the total calls accepted were 6, then the overtime availability ratio is 75%	25%
Attendance Policy Violations	Less than 5% of the bargaining unit receives either a suspension or dismissal for occurrences under Article 18 - Attendance Policy per year	15 20%

Commented [WJ23]: Note Metrics Percentage revisions

Section 3. Training Stipend

Persons actually performing the cross-training of other employees will receive a fifty cent (\$.50) per hour training stipend. This amount shall be a flat pay supplement which is applied when the worker is actually involved in training another person and shall not be compounded by other premium pays, overtime, or shift differential.

ARTICLE 20. SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any federal, state or municipal law, or order by a court of competent jurisdiction, or federal or state administrative ruling, all other provisions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 21. NO STRIKE OR LOCKOUT

- A. No employee, during the term of this Agreement, shall engage in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.
- B. Neither the Union nor its officers or agents, during the term of this Agreement, shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing) or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
 - 1) Publicly disavow such action by the employees;
 - 2) Advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
 - 3) Notify employees, including its local officers and representatives, of its disapproval of such action and instruct such employees to cease action and return to work immediately;
 - 4) Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

- D. In addition to any other rights and remedies provided by law, and notwithstanding any provisions of O.R.C. Chapter 4117 to the contrary, the Employer may discharge or otherwise discipline an employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.
- E. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- F. Upon expiration of this Agreement and expiration of the impasse resolution procedures of this Agreement or applicable provisions of O.R.C. Chapter 4117, the employees, after 10 days' written notice, will have the right to strike as provided by law.

ARTICLE 22. RETIREMENT CONTRIBUTION PICK-UP
"SALARY REDUCTION METHOD"

Consistent with interest, as expressed by the Local 20 Negotiations Committee, City will proceed to develop a program whereby Employer will "pick-up" the employee share of the Pension contribution by means of the "salary reduction method."

The purpose of said program is to permit employee utilization of certain federal tax deferral benefits.

Said program will neither reduce the employee's class rate nor subject City to an increase in costs.

It is understood that implementation of said program cannot be retroactive.

Implementation is further subject to approval and authorization by appropriate federal and state agencies.

It is understood that members of the bargaining unit will, for purposes of the retirement system employee contribution "pick-up" program, be considered as a distinct group; all members of which will be required to participate in said "pick-up" program.

ARTICLE 23. FILLING OF VACANCIES

Section 1. Vacancies to be filled within the bargaining unit shall normally be filled by transfer or promotion of bargaining unit personnel.

The filling of a vacancy with an existing bargaining unit member under the terms of this Article shall be deemed a promotion if the bargaining unit member taking the vacant position receives an increase in wages, and it shall be considered a transfer if the bargaining unit member does not receive an increase in wages. The filling of a vacancy with a bargaining unit member shall not be deemed an

original appointment.

Qualified bargaining unit members shall be first considered within the division, then within the department, and then across the entire bargaining unit. Qualified bargaining unit members shall be ranked within the respective division, department, or bargaining unit according to Division, Department, or City Service seniority.

Section 2. When a vacancy is to be filled the Employer shall post a notice in each division covered by this Agreement for a period of not less than ten (10) days. An employee interested in the position shall notify the Employer of his or her interest on a proper form provided by the Employer not later than five (5) days after the conclusion of the posting period.

Section 3. When a vacancy is to be filled, a list of not less than three qualified bargaining unit members from within the –bargaining unit shall be used to fill the position. Selection shall be made from among the three (3) most senior members willing to accept the position.

Section 4. An appointing authority may appoint a person to fill a position within the bargaining unit from any list developed under this provision irrespective of whether the list has fewer than three names.

Section 5. The City may temporarily fill any bargaining unit position pursuant to Article 13 pending the bidding and filling provisions of this Article.

Section 6. An employee who has resigned in good standing may be considered for reinstatement if a vacancy exists in the same or similar classification within one year of the date of his or her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

ARTICLE 24. TRANSFERS AND VOLUNTARY DEMOTIONS

Section 1. An employee wishing to transfer, or to take a voluntary demotion, within his or her classification, or pay range, from one division to another, may request a transfer or demotion in writing through the Civil Service and Personnel Department. Transfers of bargaining unit personnel shall be governed by the provisions of this Agreement; civil service law and regulation shall not apply. Employees transferred to another division will begin anew their seniority status relative to this position as it relates to the employees in the division to which they are transferred. Transferred employees will not lose their seniority status relative to the general benefit plans of the City.

Section 2. Employee transfer requests will be valid for a period of one (1) year from the date of the written request. Such requests may be renewed for additional annual periods.

Section 3. IUOE bargaining unit members shall be given priority consideration for transfer to positions which occur within the bargaining unit, before other City employees or outside appointees are offered

the positions. However, nothing contained herein shall be construed as giving priority consideration to transferees over other bargaining unit employees.

ARTICLE 25. DISCIPLINE

Bargaining unit members may be disciplined for just cause. Discipline includes a recorded oral warning, a written reprimand, suspension, demotion, and discharge. No bargaining unit member shall be suspended, demoted or discharged without first receiving a pre-disciplinary hearing before his or her respective Superintendent. Actions of suspension, demotion, or discharge may be issued only by the Director. Recorded oral warnings and written reprimands may be issued by the Superintendent, and/or the Director. All discipline must meet the burden of just cause and subject to the grievance procedure. Discipline shall be issued in a progressive manner, except when the misconduct is of such a serious nature that a more severe penalty would be appropriate. New employees serving an initial (1) year probationary period may be disciplined, or removed, and shall have no right of appeal or review under this contract.

ARTICLE 26 NATIONAL TRAINING FUND

In order to provide the latest training to our members and City employees, the City will contribute four dollars (\$4.00) per bargaining unit member per pay period to the National Training Fund (NFT) of the IUOE.

Commented [WJ24]: New Article Included

ARTICLE 27 DURATION OF AGREEMENT

Section 1. Length of Agreement/Right of Termination

The wages, benefits, terms, and conditions of employment set forth in this Agreement shall remain in [August 31, 2023.](#)

Commented [WJ25]: Revision

effect until August 31, 2020, unless either party gives written notice to the other party in accordance with the provisions of Ohio Revised Code at 4117.14(B).

Section 2. Rights of Parties at Impasse

If a notice to terminate has been given by either party, and a successor agreement has not been made between the parties, the parties shall have the respective rights as follows:

The union, and its bargaining unit members, shall have, provided it has given ten (10) days prior written notice, the right to engage in a strike against the City. Written notice of its intention to strike shall be given by certified mail to one or more of the persons named in Section 3 of this Article, ten (10) days, or more, prior to October 1. The notice shall state the date and time the strike shall commence. If the union does not engage in a strike at the time and date set forth in the strike notice, or if it engages in a strike and suspends the strike before a successor agreement is made, the union shall, if it intends to strike, issue a new strike notice which shall state the date and time the strike shall commence, which shall not be sooner than ten (10) days after the date set forth in the original strike notice and not sooner than ten (10) days after the date the new notice is given. Each successive strike notice shall contain a statement of the date and time the strike shall commence which date and time shall not be sooner than ten (10) days after the date and time set forth in the last prior notice, and not sooner than ten (10) days after the date the new notice is given.

Section 3. Service of Notice

All written notices referred to in this Article shall, if given by the City, be mailed by certified mail to any one, or more, of the following persons at the address stated:

Richard Gerrein, Business Manager
IUOE, Local 20
1150 W. Eighth Street, Suite 205
Cincinnati, Ohio 45203

All written notices referred to in this Article shall, if given by the Union, be mailed by certified mail to any one, or more, of the following persons at the address stated:

~~Letitia S. Block,~~
~~Esq. Office of City~~
~~Manager~~
~~City of Hamilton - One~~
Renaissance Center
345 High Street
Hamilton, Ohio 45011

Notice shall be deemed to have been given on the date of mailing. Notice mailed to any one of the persons named herein shall be sufficient notice to the other party to effect the purpose of the notice.

Section 4. Duty to Bargain

The duty to bargain set forth in this Article does not compel either party to enter an agreement or to make a concession.

SIGNATURE PAGE

Commented [WJ26]: To Revised upon completion

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their authorized representatives on this _____ day of _____.

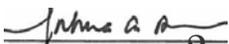
FOR:


FOR:

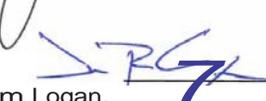
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 20

CITY OF HAMILTON, OHIO


Richard Gerrein,
Business Manager


Joshua A. Smith, ?-/2(zot7
City Manager





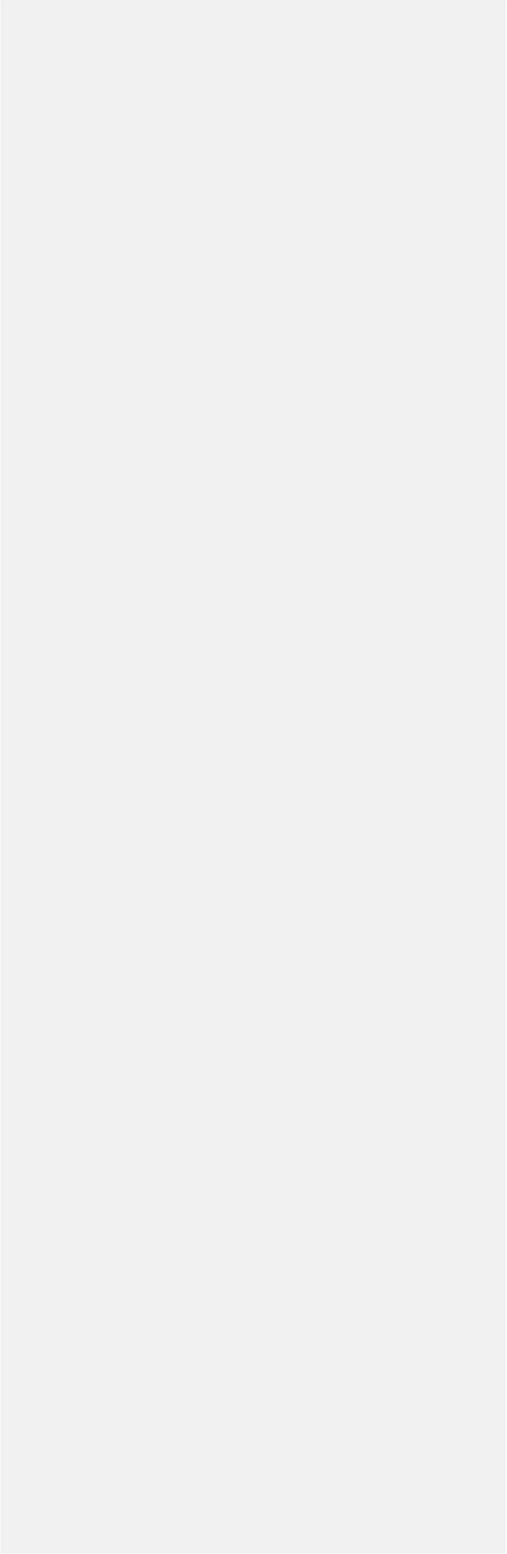
J. Chad Merz
Steward

Jim Logan,
Public Utilities Director

Approved as to Form:


Heather Sanderson Lewis,
Law Director

APPENDIX A



APPENDIX C REMOVE IN ENTIRETY

Commented [PK27]: Appendix C to be removed.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on this 2 day of September 2000 between the International Union of Operating Engineers Local 20 and the City of Hamilton, Ohio. The following language reflects the mutual agreement arrived at between Local 20 and City regarding changes only within the Water Production Division. All of the changes set forth below are done notwithstanding the existing Labor Agreement (effective 9-1-99 through 8-31-01), which remains in effect.

The changes set forth below are meant to supercede and replace any and all conflicting provisions of the existing Labor Agreement, including without limitation such matters as combination of named classifications into a new Utility Plant Relief Operator, a new rotating schedule, a new standby status arrangement and pager pay, and a new seniority standard for determination of vacation and overtime eligibility, and the like – all of which are specifically set forth below:

EFFECTIVE 9/2/2000, CITY SHALL:

1. Combine Water Plant Operator I, II and III classifications into Utility Plant Relief Operator classification with pay by OEPA license held (Utility Plant Relief Operators holding a Class III license to be paid at range 30-A; Utility Plant Relief Operators holding a Class II license to be paid at range 28-A; Utility Plant Relief Operators holding a Class I license to be paid at range 27). Employees will be started in the same step they then hold at the new pay range. For example, assume that a Class II operator with a Class II OEPA license in pay step 10 passes the test for a Class III OEPA license; that operator would be placed in step 10 at the higher pay range 30-A.

One Utility Plant Relief Operator would manage the SWTP on all shifts. The day shift would have an extra Operator if one is available without call in or overtime. If online, the NWTP would be operated by one Operator. Otherwise, the shift schedule will change to allow operation by one person on evenings, nights, weekend and holidays, for example. Required readings will be reduced to a lesser amount and meet OEPA requirements and assure consistent water quality. Samplings and frequency required for the Demonstration Studies will remain unchanged.

The second and third shift Utility Plant Relief Operator shall be equipped with a pager, portable public band radio and a cellular telephone and shall call into the Clerk Guard every other hour. Hamilton and Fairfield Police and Fire Divisions will have the front gate passcode for emergency entry to the SWTP.

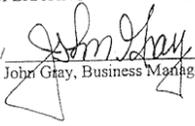
With the combining of classifications into Utility Plant Relief Operator, overtime assignments would be filled as per current contract language.

The complement of Operators would be reduced by three by attrition as retirements, resignations, and other reductions in employee numbers occur.

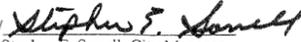
Instances of operational emergency, which require the assistance of an additional Operator, will be approved by Supervision before the call in occurs. Instances requiring the assistance of maintenance personnel require prior authorization, as is the current practice.

2. Until September 1, 2001, "grandfather" Mike Stokely, currently only a Class I OEPA license holder, for purposes of his being able to operate the plant with only a Class I license. This provides him up to two opportunities to test for the Class II OEPA license between now and September 1, 2001. If Mr. Stokely has not successfully completed the test to secure a Class II OEPA license by September 1, 2001, the grandfathering ends. If grandfathering ends without Mr. Stokely's having been able to secure a Class II OEPA license, City management agrees to meet and confer about this upon request of IUOE leadership.
3. The schedule (copy attached) is as distributed at the meeting between IUOE leadership and City Water Department management at the August 28, 2000, meeting, and all employees would rotate on a regular basis.
4. Relief is addressed by the schedule (copy attached) as distributed at the above-mentioned August 28, 2000, meeting with all Operators rotating on the shift schedule.
5. The designated Operator each week who is scheduled for standby status shall carry a pager provided by the City and which shall remain with that employee for the duration of that on call rotation. Also, that Operator shall: a) receive a \$75 pay supplement for the week in which carrying the pager and being on standby/on call status are required; b) be paid at the appropriate overtime rate in the event he/she is actually called in to work in which case the \$75 shall be deducted from actual overtime wages paid; and c) report to work within thirty minutes of receiving a page call. The standby Operator is ineligible for other overtime assignments.
6. For purposes of vacation and overtime eligibility, seniority in the combined Utility Plant Relief Operator classification will be determined by the following. Employees having the most years of continuous service in the classification of Water Plant Operator II descending down to those employees having the most years of continuous service in the classification of Water Plant Operator I.
7. Training allowance earned by Water Plant Operators prior to September 2, 2000, shall not be compensable; training allowance earned by Water Plant Operators on and after September 2, 2000, shall be compensable as per current contract language.

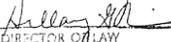
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 20:

S/ 
John Gray, Business Manager

CITY OF HAMILTON, OHIO:

S/ 
Stephen E. Sorrell, City Manager

APPROVED AS TO FORM


DIRECTOR OF LAW
CITY OF HAMILTON, OHIO

~~APPENDIX D — REMOVE IN ENTIRETY~~

Commented [PK28]: Appendix D to be eliminated.

~~This Memorandum of Understanding is entered into on this 1st day of September, 2004 between the International Union of Operating Engineers, Local 20 and the City of Hamilton, Ohio. The following reflects the mutual agreement arrived at between Local 20 and the City regarding certain changes to the maintenance functions at the Electric Power Plant. The provisions of this Memorandum of Understanding are meant to supersede and replace any and all conflicting provisions of the parties' collective bargaining agreement, but do not affect any existing provisions with which there is no conflict. The parties hereby agree to the following, effective September 1, 2004:~~

- ~~1. Possession of a Stationary Engineer Class III license will be a prerequisite for appointment or promotion into the classification of Maintenance Engineer and/or 1st Class Maintenance Mechanic; state certification will be required for promotion or appointment into the Maintenance Welder Fitter classification.~~
- ~~2. The Maintenance Engineer classification will be a working foreman position, and will be eligible and able to perform all duties of the 1st Class Maintenance Mechanic position.~~
- ~~3. The classifications of Maintenance Engineer, Maintenance Welder Fitter and 1st Class Maintenance Mechanic will all be placed on the same overtime list and will be equally eligible for overtime opportunities.~~
- ~~4. The classification of 1st Class Maintenance Mechanic will be raised from pay range 26 to pay range 29 A on Schedule F. The individuals in the classification of 1st Class Maintenance Mechanic at the time of the change will be placed at the same step within pay range 29 A as they held in pay range 26.~~
- ~~5. Vacancies in the above classifications will be filled in accordance with Article XXIII of the collective bargaining agreement.~~
- ~~6. Ted Brewer will be "grandfathered" and will be allowed to maintain his current position as a 1st Class Maintenance Mechanic without possession of a Stationary Engineer Class III license. If Mr. Brewer leaves the position of 1st Class Maintenance Mechanic at any point in the future, he will lose his "grandfathered" status and will be subject to the same qualifications as other employees should he wish to return to a 1st Class Maintenance Mechanic position.~~

HOURLY: SCHEDULE E

Commented [WJ29]: Revisions as shown below

Classifications
Represented by
I.U.O.E., Local 20

CODE	CLASS TITLE	RANGE NO.
117.3	Auto. Equipment Operator I (Elec. Prod.)	20-A
125.2	Auto. Equipment Operator II (Util.)	23
125.2	Auto Equipment Operator II (Gas Water) {on/after 10-1-2003 if certified}	23 25-A
104.2	Building Service Worker (Utilities)	18
364	Chief Water Reclamation Maintenance Mechanic	30-A
343	Chief Water Reclamation Operator	29
365	Chief Water Plant Maintenance Mechanic	28-A
338	Chief Water Plant Operator	29
333	Compost Operator I	21-A
334	Compost Operator II	26
320	Electric System Operator	29-A
160	Electric Utility Service Representative	23
131	Gas Leak Surveyor	23
131	Gas Leak Surveyor {on/after 10-1-2003 if certified}	27
391	Hydro Plant Maintenance Supervisor	31
392	Hydroelectric Operator	25
392	Hydroelectric Operator {effective 8-2-2017}	25 27 (changes to 28-A 9/1/2021) then 29-A 9/1/2022) 26
329	Instrument Technician	29-A
108.2	Laborer (Public Utilities)	18 23
312	Lead Power Plant Utility Worker	25
183	Maintenance Welder-Fitter	30-A
114.3	Maintenance Worker (Water and Water Reclamation) {effective 9-1-2003}	24 22
114.4	Maintenance Worker (Water and Gas Distribution) {effective 9-1-2003}	24 22
6225	Meldahl Plant Operator	30
6162	North Water Plant Operator	30-A
6182	Plant Operator	29-A
6181	Plant Utility Worker	24
359	Power Plant 1st Class Maintenance Mechanic	29-A
362	Power Plant Maintenance Engineer	31
130	Regulator Technician I	23 25-A

130	Regulator Technician II [on/after 10-1-2003 if certified]	27
161	Utilities Crew Leader	27
161	Utilities Crew Leader [effective 8-2-2017]	28-A
162	Utilities Meter Repairer I	20
163	Utilities Meter Repairer II	25
163	Utilities Meter Repairer II [on/after 10-1-2003 if certified]	27-5-A
357	Utilities Plant Maintenance Worker	21
310	Utilities Service Representative	23
310	Utilities Service Representative [on/after 10-1-2003 if certified]	23-A
311	Utilities Troubleshooter	24
311	Utilities Troubleshooter [on/after 10-1-2003 if certified]	26-4
-A 6163	Utility Plant Relief Operator (Class I license)	27
6163	Utility Plant Relief Operator (Class II license)	28-A
6163	Utility Plant Relief Operator (Class III license)	30-A
363	Water Reclamation Plant Maintenance Mechanic	27-28-A
341	Water Reclamation Operator I	24-26
342	Water Reclamation Operator II	28-A
366	Water Production Crew Leader	28-A
366	Water Production Crew Leader (Class III license)	30-A
327	Water Tender	29-A
318	Water Tender Assistant	24

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES**

Effective May 31, 2013

Commented [WJ30]: Schedules to be revised to proposed agreement Effective September 1, 2020

<i>RANGE</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
15										
<i>Hour</i>	15.64	16.10	16.58	17.08	18.15	18.95	19.73	20.11	20.37	21.01
<i>Annual</i>	32,531	33,488	34,486	35,526	37,752	39,416	41,038	41,829	42,370	43,701
16										
<i>Hour</i>	15.93	16.45	16.95	17.44	18.51	19.36	20.14	20.37	20.73	21.24
<i>Annual</i>	33,134	34,216	35,256	36,275	38,501	40,269	41,891	42,370	43,118	44,179
17										
<i>Hour</i>	16.18	16.66	17.16	17.67	18.82	19.58	20.43	20.73	20.97	21.53
<i>Annual</i>	33,654	34,653	35,693	36,754	39,146	40,726	42,494	43,118	43,618	44,782
18										
<i>Hour</i>	16.52	16.93	17.50	17.98	19.11	19.93	20.75	20.97	21.26	21.87
<i>Annual</i>	34,362	35,214	36,400	37,398	39,749	41,454	43,160	43,618	44,221	45,490
19										
<i>Hour</i>	16.67	17.17	17.69	18.23	19.43	20.15	21.02	21.26	21.58	22.28
<i>Annual</i>	34,674	35,714	36,795	37,918	40,414	41,912	43,722	44,221	44,886	46,342
20										
<i>Hour</i>	16.85	17.37	17.91	18.43	19.60	20.47	21.34	21.58	21.99	22.73
<i>Annual</i>	35,048	36,130	37,253	38,334	40,768	42,578	44,387	44,886	45,739	47,278
20-A										
<i>Hour</i>	17.04	17.55	18.06	18.60	19.81	20.64	21.50	21.82	22.16	23.01
<i>Annual</i>	35,443	36,504	37,565	38,688	41,205	42,931	44,720	45,386	46,093	47,861
21										
<i>Hour</i>	17.17	17.69	18.21	18.76	19.95	20.80	21.67	21.99	22.45	23.25
<i>Annual</i>	35,714	36,795	37,877	39,021	41,496	43,264	45,074	45,739	46,696	48,360
21-A										
<i>Hour</i>	17.33	17.87	18.40	18.95	20.15	21.02	21.87	22.16	22.73	23.50
<i>Annual</i>	36,046	37,170	38,272	39,416	41,912	43,722	45,490	46,093	47,278	48,880

22										
<i>Hour</i>	17.45	17.96	18.49	19.03	20.27	21.07	22.01	22.45	22.97	23.75
<i>Annual</i>	36,296	37,357	38,459	39,582	42,162	43,826	45,781	46,696	47,778	49,400
22-A										
<i>Hour</i>	17.66	18.19	18.76	19.33	20.54	21.38	22.35	22.75	23.22	24.11
<i>Annual</i>	36,733	37,835	39,021	40,206	42,723	44,470	46,488	47,320	48,298	50,149
23										
<i>Hour</i>	17.83	18.37	18.94	19.49	20.75	21.57	22.46	22.97	23.46	24.46
<i>Annual</i>	37,086	38,210	39,395	40,539	43,160	44,866	46,717	47,778	48,797	50,877
23-A										
<i>Hour</i>	18.01	18.54	19.09	19.67	20.94	21.81	22.75	23.22	23.83	24.82
<i>Annual</i>	37,461	38,563	39,707	40,914	43,555	45,365	47,320	48,298	49,566	51,626
24										
<i>Hour</i>	18.14	18.68	19.25	19.87	21.11	22.01	22.98	23.46	24.17	25.26
<i>Annual</i>	37,731	38,854	40,040	41,330	43,909	45,781	47,798	48,797	50,274	52,541
24-A										
<i>Hour</i>	18.40	18.95	19.51	20.08	21.38	22.35	23.29	23.83	24.54	25.56
<i>Annual</i>	38,272	39,416	40,581	41,766	44,470	46,488	48,443	49,566	51,043	53,165
25										
<i>Hour</i>	18.57	19.12	19.69	20.30	21.58	22.48	23.50	24.17	24.99	25.98
<i>Annual</i>	38,626	39,770	40,955	42,224	44,886	46,758	48,880	50,274	51,979	54,038
25-A										
<i>Hour</i>	18.83	19.38	19.97	20.60	21.91	22.85	23.90	24.59	25.33	26.38
<i>Annual</i>	39,166	40,310	41,538	42,848	45,573	47,528	49,712	51,147	52,686	54,870
26										
<i>Hour</i>	19.11	19.67	20.27	20.89	22.23	23.22	24.30	24.99	25.68	26.78
<i>Annual</i>	39,749	40,914	42,162	43,451	46,238	48,298	50,544	51,979	53,414	55,702
27										
<i>Hour</i>	19.70	20.31	20.92	21.53	22.93	23.90	25.00	25.68	26.50	27.62
<i>Annual</i>	40,976	42,245	43,514	44,782	47,694	49,712	52,000	53,414	55,120	57,450
28										
<i>Hour</i>	20.31	20.92	21.53	22.18	23.63	24.65	25.71	26.50	27.39	28.57
<i>Annual</i>	42,245	43,514	44,782	46,134	49,150	51,272	53,477	55,120	56,971	59,426

28-A										
<i>Hour</i>	20.54	21.14	21.82	22.48	23.90	25.00	26.02	26.87	27.96	29.35
<i>Annual</i>	42,723	43,971	45,386	46,758	49,712	52,000	54,122	55,890	58,157	61,048
29										
<i>Hour</i>	20.92	21.55	22.20	22.88	24.34	25.40	26.61	27.39	28.31	29.46
<i>Annual</i>	43,514	44,824	46,176	47,590	50,627	52,832	55,349	56,971	58,885	61,277
29-A										
<i>Hour</i>	21.20	21.85	22.50	23.17	24.67	25.72	27.01	27.71	28.79	30.10
<i>Annual</i>	44,096	45,448	46,800	48,194	51,314	53,498	56,181	57,637	59,883	62,608
30										
<i>Hour</i>	21.55	22.21	22.88	23.58	25.12	26.28	27.47	28.31	29.16	30.50
<i>Annual</i>	44,824	46,197	47,590	49,046	52,250	54,662	57,138	58,885	60,653	63,440
30-A										
<i>Hour</i>	21.85	22.50	23.17	23.88	25.40	26.61	27.87	28.79	29.80	31.01
<i>Annual</i>	45,448	46,800	48,194	49,670	52,832	55,349	57,970	59,883	61,984	64,501
31										
<i>Hour</i>	22.33	23.01	23.71	24.42	25.99	27.13	28.43	29.16	30.26	31.48
<i>Annual</i>	46,446	47,861	49,317	50,794	54,059	56,430	59,134	60,653	62,941	65,478
32										
<i>Hour</i>	23.06	23.76	24.49	25.24	26.84	28.11	29.52	30.26	31.24	32.36
<i>Annual</i>	47,965	49,421	50,939	52,499	55,827	58,469	61,402	62,941	64,979	67,309
32-A										
<i>Hour</i>	23.48	24.21	24.93	25.68	27.39	28.65	30.04	30.78	31.73	33.01
<i>Annual</i>	48,838	50,357	51,854	53,414	56,971	59,592	62,483	64,022	65,998	68,661

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F- HOURLY RATES
Effective September 1, 2017

<i>RANGE</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
<i>15</i>										
<i>Hour</i>	15.95	16.42	16.91	17.42	18.51	19.33	20.12	20.51	20.78	21.43
<i>Annual</i>	33,176	34,154	35,173	36,234	38,501	40,206	41,850	42,661	43,222	44,574
<i>16</i>										
<i>Hour</i>	16.25	16.78	17.29	17.79	18.88	19.75	20.54	20.78	21.14	21.66
<i>Annual</i>	33,800	34,902	35,963	37,003	39,270	41,080	42,723	43,222	43,971	45,053
<i>17</i>										
<i>Hour</i>	16.50	16.99	17.50	18.02	19.20	19.97	20.84	21.14	21.39	21.96
<i>Annual</i>	34,320	35,339	36,400	37,482	39,936	41,538	43,347	43,971	44,491	45,677
<i>18</i>										
<i>Hour</i>	16.85	17.27	17.85	18.34	19.49	20.33	21.17	21.39	21.69	22.31
<i>Annual</i>	35,048	35,922	37,128	38,147	40,539	42,286	44,034	44,491	45,115	46,405
<i>19</i>										
<i>Hour</i>	17.00	17.51	18.04	18.59	19.82	20.55	21.44	21.69	22.01	22.73
<i>Annual</i>	35,360	36,421	37,523	38,667	41,226	42,744	44,595	45,115	45,781	47,278
<i>20</i>										
<i>Hour</i>	17.19	17.72	18.27	18.80	19.99	20.88	21.77	22.01	22.43	23.18
<i>Annual</i>	35,755	36,858	38,002	39,104	41,579	43,430	45,282	45,781	46,654	48,214
<i>20-A</i>										
<i>Hour</i>	17.38	17.90	18.42	18.97	20.21	21.05	21.93	22.26	22.60	23.47
<i>Annual</i>	36,150	37,232	38,314	39,458	42,037	43,784	45,614	46,301	47,008	48,818
<i>21</i>										
<i>Hour</i>	17.51	18.04	18.57	19.14	20.35	21.22	22.10	22.43	22.90	23.72
<i>Annual</i>	36,421	37,523	38,626	39,811	42,328	44,138	45,968	46,654	47,632	49,338
<i>21-A</i>										
<i>Hour</i>	17.68	18.23	18.77	19.33	20.55	21.44	22.31	22.60	23.18	23.97
<i>Annual</i>	36,774	37,918	39,042	40,206	42,744	44,595	46,405	47,008	48,214	49,858

22										
<i>Hour</i>	17.80	18.32	18.86	19.41	20.68	21.49	22.45	22.90	23.43	24.23
<i>Annual</i>	37,024	38,106	39,229	40,373	43,014	44,699	46,696	47,632	48,734	50,398

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22-A										
<i>Hour</i>	18.01	18.55	19.14	19.72	20.95	21.81	22.80	23.21	23.68	24.59
<i>Annual</i>	37,461	38,584	39,811	41,018	43,576	45,365	47,424	48,277	49,254	51,147

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23										
<i>Hour</i>	18.19	18.74	19.32	19.88	21.17	22.00	22.91	23.43	23.93	24.95
<i>Annual</i>	37,835	38,979	40,186	41,350	44,034	45,760	47,653	48,734	49,774	51,896

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23-A										
<i>Hour</i>	18.37	18.91	19.47	20.06	21.36	22.25	23.21	23.68	24.31	25.32
<i>Annual</i>	38,210	39,333	40,498	41,725	44,429	46,280	48,277	49,254	50,565	52,666

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24										
<i>Hour</i>	18.50	19.05	19.64	20.27	21.53	22.45	23.44	23.93	24.65	25.77
<i>Annual</i>	38,480	39,624	40,851	42,162	44,782	46,696	48,755	49,774	51,272	53,602

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24-A										
<i>Hour</i>	18.77	19.33	19.90	20.48	21.81	22.80	23.76	24.31	25.03	26.07
<i>Annual</i>	39,042	40,206	41,392	42,598	45,365	47,424	49,421	50,565	52,062	54,226

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25										
<i>Hour</i>	18.94	19.50	20.08	20.71	22.01	22.93	23.97	24.65	25.49	26.50
<i>Annual</i>	39,395	40,560	41,766	43,077	45,781	47,694	49,858	51,272	53,019	55,120

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25-A										
<i>Hour</i>	19.21	19.77	20.37	21.01	22.35	23.31	24.38	25.08	25.84	26.91
<i>Annual</i>	39,957	41,122	42,370	43,701	46,488	48,485	50,710	52,166	53,747	55,973

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26										
<i>Hour</i>	19.49	20.06	20.68	21.31	22.67	23.68	24.79	25.49	26.19	27.32
<i>Annual</i>	40,539	41,725	43,014	44,325	47,154	49,254	51,563	53,019	54,475	56,826

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27										
<i>Hour</i>	20.09	20.72	21.34	21.96	23.39	24.38	25.50	26.19	27.03	28.17
<i>Annual</i>	41,787	43,098	44,387	45,677	48,651	50,710	53,040	54,475	56,222	58,594

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<i>Hour</i>	20.72	21.34	21.96	22.62	24.10	25.14	26.22	27.03	27.94	29.14
<i>Annual</i>	43,098	44,387	45,677	47,050	50,128	52,291	54,538	56,222	58,115	60,611

28-A

<i>Hour</i>	20.95	21.56	22.26	22.93	24.38	25.50	26.54	27.41	28.52	29.94
<i>Annual</i>	43,576	44,845	46,301	47,694	50,710	53,040	55,203	57,013	59,322	62,275

29

<i>Hour</i>	21.34	21.98	22.64	23.34	24.83	25.91	27.14	27.94	28.88	30.05
<i>Annual</i>	44,387	45,718	47,091	48,547	51,646	53,893	56,451	58,115	60,070	62,504

29-A

<i>Hour</i>	21.62	22.29	22.95	23.63	25.16	26.23	27.55	28.26	29.37	30.70
<i>Annual</i>	44,970	46,363	47,736	49,150	52,333	54,558	57,304	58,781	61,090	63,856

30

<i>Hour</i>	21.98	22.65	23.34	24.05	25.62	26.81	28.02	28.88	29.74	31.11
<i>Annual</i>	45,718	47,112	48,547	50,024	53,290	55,765	58,282	60,070	61,859	64,709

30-A

<i>Hour</i>	22.29	22.95	23.63	24.36	25.91	27.14	28.43	29.37	30.40	31.63
<i>Annual</i>	46,363	47,736	49,150	50,669	53,893	56,451	59,134	61,090	63,232	65,790

31

<i>Hour</i>	22.78	23.47	24.18	24.91	26.51	27.67	29.00	29.74	30.87	32.11
<i>Annual</i>	47,382	48,818	50,294	51,813	55,141	57,554	60,320	61,859	64,210	66,789

32

<i>Hour</i>	23.52	24.24	24.98	25.74	27.38	28.67	30.11	30.87	31.86	33.01
<i>Annual</i>	48,922	50,419	51,958	53,539	56,950	59,634	62,629	64,210	66,269	68,661

32-A

<i>Hour</i>	23.95	24.69	25.43	26.19	27.94	29.22	30.64	31.40	32.36	33.67
<i>Annual</i>	49,816	51,355	52,894	54,475	58,115	60,778	63,731	65,312	67,309	70,034

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F- HOURLY RATES
Effective September 1, 2018 (If Performance Metrics not Met)

<i>RANGE</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
<i>15</i>										
<i>Hour</i>	16.19	16.67	17.16	17.68	18.79	19.62	20.42	20.82	21.09	21.75
<i>Annual</i>	33,675	34,674	35,693	36,774	39,083	40,810	42,474	43,306	43,867	45,240
<i>16</i>										
<i>Hour</i>	16.49	17.03	17.55	18.06	19.16	20.05	20.85	21.09	21.46	21.98
<i>Annual</i>	34,299	35,422	36,504	37,565	39,853	41,704	43,368	43,867	44,637	45,718
<i>17</i>										
<i>Hour</i>	16.75	17.24	17.76	18.29	19.49	20.27	21.15	21.46	21.71	22.29
<i>Annual</i>	34,840	35,859	36,941	38,043	40,539	42,162	43,992	44,637	45,157	46,363
<i>18</i>										
<i>Hour</i>	17.10	17.53	18.12	18.62	19.78	20.63	21.49	21.71	22.02	22.64
<i>Annual</i>	35,568	36,462	37,690	38,730	41,142	42,910	44,699	45,157	45,802	47,091
<i>19</i>										
<i>Hour</i>	17.26	17.77	18.31	18.87	20.12	20.86	21.76	22.02	22.34	23.07
<i>Annual</i>	35,901	36,962	38,085	39,250	41,850	43,389	45,261	45,802	46,467	47,986
<i>20</i>										
<i>Hour</i>	17.45	17.99	18.54	19.08	20.29	21.19	22.10	22.34	22.77	23.53
<i>Annual</i>	36,296	37,419	38,563	39,686	42,203	44,075	45,968	46,467	47,362	48,942
<i>20-A</i>										
<i>Hour</i>	17.64	18.17	18.70	19.25	20.51	21.37	22.26	22.59	22.94	23.82
<i>Annual</i>	36,691	37,794	38,896	40,040	42,661	44,450	46,301	46,987	47,715	49,546
<i>21</i>										
<i>Hour</i>	17.77	18.31	18.85	19.43	20.66	21.54	22.43	22.77	23.24	24.08
<i>Annual</i>	36,962	38,085	39,208	40,414	42,973	44,803	46,654	47,362	48,339	50,086
<i>21-A</i>										
<i>Hour</i>	17.95	18.50	19.05	19.62	20.86	21.76	22.64	22.94	23.53	24.33
<i>Annual</i>	37,336	38,480	39,624	40,810	43,389	45,261	47,091	47,715	48,942	50,606

22										
<i>Hour</i>	18.07	18.59	19.14	19.70	20.99	21.81	22.79	23.24	23.78	24.59
<i>Annual</i>	37,586	38,667	39,811	40,976	43,659	45,365	47,403	48,339	49,462	51,147
22-A										
<i>Hour</i>	18.28	18.83	19.43	20.02	21.26	22.14	23.14	23.56	24.04	24.96
<i>Annual</i>	38,022	39,166	40,414	41,642	44,221	46,051	48,131	49,005	50,003	51,917
23										
<i>Hour</i>	18.46	19.02	19.61	20.18	21.49	22.33	23.25	23.78	24.29	25.32
<i>Annual</i>	38,397	39,562	40,789	41,974	44,699	46,446	48,360	49,462	50,523	52,666
23-A										
<i>Hour</i>	18.65	19.19	19.76	20.36	21.68	22.58	23.56	24.04	24.67	25.70
<i>Annual</i>	38,792	39,915	41,101	42,349	45,094	46,966	49,005	50,003	51,314	53,456
24										
<i>Hour</i>	18.78	19.34	19.93	20.57	21.85	22.79	23.79	24.29	25.02	26.16
<i>Annual</i>	39,062	40,227	41,454	42,786	45,448	47,403	49,483	50,523	52,042	54,413
24-A										
<i>Hour</i>	19.05	19.62	20.20	20.79	22.14	23.14	24.12	24.67	25.41	26.46
<i>Annual</i>	39,624	40,810	42,016	43,243	46,051	48,131	50,170	51,314	52,853	55,037
25										
<i>Hour</i>	19.22	19.79	20.38	21.02	22.34	23.27	24.33	25.02	25.87	26.90
<i>Annual</i>	39,978	41,163	42,390	43,722	46,467	48,402	50,606	52,042	53,810	55,952
25-A										
<i>Hour</i>	19.50	20.07	20.68	21.33	22.69	23.66	24.75	25.46	26.23	27.31
<i>Annual</i>	40,560	41,746	43,014	44,366	47,195	49,213	51,480	52,957	54,558	56,805
26										
<i>Hour</i>	19.78	20.36	20.99	21.63	23.01	24.04	25.16	25.87	26.58	27.73
<i>Annual</i>	41,142	42,349	43,659	44,990	47,861	50,003	52,333	53,810	55,286	57,678
27										
<i>Hour</i>	20.39	21.03	21.66	22.29	23.74	24.75	25.88	26.58	27.44	28.59
<i>Annual</i>	42,411	43,742	45,053	46,363	49,379	51,480	53,830	55,286	57,075	59,467

28										
<i>Hour</i>	21.03	21.66	22.29	22.96	24.46	25.52	26.61	27.44	28.36	29.58
<i>Annual</i>	43,742	45,053	46,363	47,757	50,877	53,082	55,349	57,075	58,989	61,526
28-A										
<i>Hour</i>	21.26	21.88	22.59	23.27	24.75	25.88	26.94	27.82	28.95	30.39
<i>Annual</i>	44,221	45,510	46,987	48,402	51,480	53,830	56,035	57,866	60,216	63,211
29										
<i>Hour</i>	21.66	22.31	22.98	23.69	25.20	26.30	27.55	28.36	29.31	30.50
<i>Annual</i>	45,053	46,405	47,798	49,275	52,416	54,704	57,304	58,989	60,965	63,440
29-A										
<i>Hour</i>	21.94	22.62	23.29	23.98	25.54	26.62	27.96	28.68	29.81	31.16
<i>Annual</i>	45,635	47,050	48,443	49,878	53,123	55,370	58,157	59,654	62,005	64,813
30										
<i>Hour</i>	22.31	22.99	23.69	24.41	26.00	27.21	28.44	29.31	30.19	31.58
<i>Annual</i>	46,405	47,819	49,275	50,773	54,080	56,597	59,155	60,965	62,795	65,686
30-A										
<i>Hour</i>	22.62	23.29	23.98	24.73	26.30	27.55	28.86	29.81	30.86	32.10
<i>Annual</i>	47,050	48,443	49,878	51,438	54,704	57,304	60,029	62,005	64,189	66,768
31										
<i>Hour</i>	23.12	23.82	24.54	25.28	26.91	28.09	29.44	30.19	31.33	32.59
<i>Annual</i>	48,090	49,546	51,043	52,582	55,973	58,427	61,235	62,795	65,166	67,787
32										
<i>Hour</i>	23.87	24.60	25.35	26.13	27.79	29.10	30.56	31.33	32.34	33.51
<i>Annual</i>	49,650	51,168	52,728	54,350	57,803	60,528	63,565	65,166	67,267	69,701
32-A										
<i>Hour</i>	24.31	25.06	25.81	26.58	28.36	29.66	31.10	31.87	32.85	34.18
<i>Annual</i>	50,565	52,125	53,685	55,286	58,989	61,693	64,688	66,290	68,328	71,094

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F- HOURLY RATES
Effective September 1, 2018 (If Performance Metrics Met)

<i>RANGE</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
<i>15</i>										
<i>Hour</i>	16.27	16.75	17.25	17.77	18.88	19.72	20.52	20.92	21.20	21.86
<i>Annual</i>	33,842	34,840	35,880	36,962	39,270	41,018	42,682	43,514	44,096	45,469
<i>16</i>										
<i>Hour</i>	16.58	17.12	17.64	18.15	19.26	20.15	20.95	21.20	21.56	22.09
<i>Annual</i>	34,486	35,610	36,691	37,752	40,061	41,912	43,576	44,096	44,845	45,947
<i>17</i>										
<i>Hour</i>	16.83	17.33	17.85	18.38	19.58	20.37	21.26	21.56	21.82	22.40
<i>Annual</i>	35,006	36,046	37,128	38,230	40,726	42,370	44,221	44,845	45,386	46,592
<i>18</i>										
<i>Hour</i>	17.19	17.62	18.21	18.71	19.88	20.74	21.59	21.82	22.12	22.76
<i>Annual</i>	35,755	36,650	37,877	38,917	41,350	43,139	44,907	45,386	46,010	47,341
<i>19</i>										
<i>Hour</i>	17.34	17.86	18.40	18.96	20.22	20.96	21.87	22.12	22.45	23.18
<i>Annual</i>	36,067	37,149	38,272	39,437	42,058	43,597	45,490	46,010	46,696	48,214
<i>20</i>										
<i>Hour</i>	17.53	18.07	18.64	19.18	20.39	21.30	22.21	22.45	22.88	23.64
<i>Annual</i>	36,462	37,586	38,771	39,894	42,411	44,304	46,197	46,696	47,590	49,171
<i>20-A</i>										
<i>Hour</i>	17.73	18.26	18.79	19.35	20.61	21.47	22.37	22.71	23.05	23.94
<i>Annual</i>	36,878	37,981	39,083	40,248	42,869	44,658	46,530	47,237	47,944	49,795
<i>21</i>										
<i>Hour</i>	17.86	18.40	18.94	19.52	20.76	21.64	22.54	22.88	23.36	24.19
<i>Annual</i>	37,149	38,272	39,395	40,602	43,181	45,011	46,883	47,590	48,589	50,315
<i>21-A</i>										
<i>Hour</i>	18.03	18.59	19.15	19.72	20.96	21.87	22.76	23.05	23.64	24.45
<i>Annual</i>	37,502	38,667	39,832	41,018	43,597	45,490	47,341	47,944	49,171	50,856

22										
<i>Hour</i>	18.16	18.69	19.24	19.80	21.09	21.92	22.90	23.36	23.90	24.71
<i>Annual</i>	37,773	38,875	40,019	41,184	43,867	45,594	47,632	48,589	49,712	51,397
22-A										
<i>Hour</i>	18.37	18.92	19.52	20.11	21.37	22.25	23.26	23.67	24.15	25.08
<i>Annual</i>	38,210	39,354	40,602	41,829	44,450	46,280	48,381	49,234	50,232	52,166
23										
<i>Hour</i>	18.55	19.11	19.71	20.28	21.59	22.44	23.37	23.90	24.41	25.45
<i>Annual</i>	38,584	39,749	40,997	42,182	44,907	46,675	48,610	49,712	50,773	52,936
23-A										
<i>Hour</i>	18.74	19.29	19.86	20.46	21.79	22.70	23.67	24.15	24.80	25.83
<i>Annual</i>	38,979	40,123	41,309	42,557	45,323	47,216	49,234	50,232	51,584	53,726
24										
<i>Hour</i>	18.87	19.43	20.03	20.68	21.96	22.90	23.91	24.41	25.14	26.29
<i>Annual</i>	39,250	40,414	41,662	43,014	45,677	47,632	49,733	50,773	52,291	54,683
24-A										
<i>Hour</i>	19.15	19.72	20.30	20.89	22.25	23.26	24.24	24.80	25.53	26.59
<i>Annual</i>	39,832	41,018	42,224	43,451	46,280	48,381	50,419	51,584	53,102	55,307
25										
<i>Hour</i>	19.32	19.89	20.48	21.12	22.45	23.39	24.45	25.14	26.00	27.03
<i>Annual</i>	40,186	41,371	42,598	43,930	46,696	48,651	50,856	52,291	54,080	56,222
25-A										
<i>Hour</i>	19.59	20.17	20.78	21.43	22.80	23.78	24.87	25.58	26.36	27.45
<i>Annual</i>	40,747	41,954	43,222	44,574	47,424	49,462	51,730	53,206	54,829	57,096
26										
<i>Hour</i>	19.88	20.46	21.09	21.74	23.12	24.15	25.29	26.00	26.71	27.87
<i>Annual</i>	41,350	42,557	43,867	45,219	48,090	50,232	52,603	54,080	55,557	57,970
27										
<i>Hour</i>	20.49	21.13	21.77	22.40	23.86	24.87	26.01	26.71	27.57	28.73
<i>Annual</i>	42,619	43,950	45,282	46,592	49,629	51,730	54,101	55,557	57,346	59,758

28										
<i>Hour</i>	21.13	21.77	22.40	23.07	24.58	25.64	26.74	27.57	28.50	29.72
<i>Annual</i>	43,950	45,282	46,592	47,986	51,126	53,331	55,619	57,346	59,280	61,818

28-A										
<i>Hour</i>	21.37	21.99	22.71	23.39	24.87	26.01	27.07	27.96	29.09	30.54
<i>Annual</i>	44,450	45,739	47,237	48,651	51,730	54,101	56,306	58,157	60,507	63,523

29										
<i>Hour</i>	21.77	22.42	23.09	23.81	25.33	26.43	27.68	28.50	29.46	30.65
<i>Annual</i>	45,282	46,634	48,027	49,525	52,686	54,974	57,574	59,280	61,277	63,752

29-A										
<i>Hour</i>	22.05	22.74	23.41	24.10	25.66	26.75	28.10	28.83	29.96	31.31
<i>Annual</i>	45,864	47,299	48,693	50,128	53,373	55,640	58,448	59,966	62,317	65,125

30										
<i>Hour</i>	22.42	23.10	23.81	24.53	26.13	27.35	28.58	29.46	30.33	31.73
<i>Annual</i>	46,634	48,048	49,525	51,022	54,350	56,888	59,446	61,277	63,086	65,998

30-A										
<i>Hour</i>	22.74	23.41	24.10	24.85	26.43	27.68	29.00	29.96	31.01	32.26
<i>Annual</i>	47,299	48,693	50,128	51,688	54,974	57,574	60,320	62,317	64,501	67,101

31										
<i>Hour</i>	23.24	23.94	24.66	25.41	27.04	28.22	29.58	30.33	31.49	32.75
<i>Annual</i>	48,339	49,795	51,293	52,853	56,243	58,698	61,526	63,086	65,499	68,120

32										
<i>Hour</i>	23.99	24.72	25.48	26.25	27.93	29.24	30.71	31.49	32.50	33.67
<i>Annual</i>	49,899	51,418	52,998	54,600	58,094	60,819	63,877	65,499	67,600	70,034

32-A										
<i>Hour</i>	24.43	25.18	25.94	26.71	28.50	29.80	31.25	32.03	33.01	34.34
<i>Annual</i>	50,814	52,374	53,955	55,557	59,280	61,984	65,000	66,622	68,661	71,427

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F- HOURLY RATES

Effective September 1, 2019 (If Performance Metrics not Met 9/1/18 and 9/1/19)

Commented [WJ31]: Will be replaced in entirety

RANGE	1	2	3	4	5	6	7	8	9	10
15										
Hour	16.43	16.92	17.42	17.95	19.07	19.91	20.73	21.13	21.41	22.08
Annual	34,174	35,194	36,234	37,336	39,666	41,413	43,118	43,950	44,533	45,926
16										
Hour	16.74	17.29	17.81	18.33	19.45	20.35	21.16	21.41	21.78	22.31
Annual	34,819	35,963	37,045	38,126	40,456	42,328	44,013	44,533	45,302	46,405
17										
Hour	17.00	17.50	18.03	18.56	19.78	20.57	21.47	21.78	22.04	22.62
Annual	35,360	36,400	37,502	38,605	41,142	42,786	44,658	45,302	45,843	47,050
18										
Hour	17.36	17.79	18.39	18.90	20.08	20.94	21.81	22.04	22.35	22.98
Annual	36,109	37,003	38,251	39,312	41,766	43,555	45,365	45,843	46,488	47,798
19										
Hour	17.52	18.04	18.58	19.15	20.42	21.17	22.09	22.35	22.68	23.42
Annual	36,442	37,523	38,646	39,832	42,474	44,034	45,947	46,488	47,174	48,714
20										
Hour	17.71	18.26	18.82	19.37	20.59	21.51	22.43	22.68	23.11	23.88
Annual	36,837	37,981	39,146	40,290	42,827	44,741	46,654	47,174	48,069	49,670
20-A										
Hour	17.90	18.44	18.98	19.54	20.82	21.69	22.59	22.93	23.28	24.18
Annual	37,232	38,355	39,478	40,643	43,306	45,115	46,987	47,694	48,422	50,294
21										
Hour	18.04	18.58	19.13	19.72	20.97	21.86	22.77	23.11	23.59	24.44
Annual	37,523	38,646	39,790	41,018	43,618	45,469	47,362	48,069	49,067	50,835
21-A										
Hour	18.22	18.78	19.34	19.91	21.17	22.09	22.98	23.28	23.88	24.69
Annual	37,898	39,062	40,227	41,413	44,034	45,947	47,798	48,422	49,670	51,355

22										
<i>Hour</i>	18.34	18.87	19.43	20.00	21.30	22.14	23.13	23.59	24.14	24.96
<i>Annual</i>	38,147	39,250	40,414	41,600	44,304	46,051	48,110	49,067	50,211	51,917
22-A										
<i>Hour</i>	18.55	19.11	19.72	20.32	21.58	22.47	23.49	23.91	24.40	25.33
<i>Annual</i>	38,584	39,749	41,018	42,266	44,886	46,738	48,859	49,733	50,752	52,686
23										
<i>Hour</i>	18.74	19.31	19.90	20.48	21.81	22.66	23.60	24.14	24.65	25.70
<i>Annual</i>	38,979	40,165	41,392	42,598	45,365	47,133	49,088	50,211	51,272	53,456
23-A										
<i>Hour</i>	18.93	19.48	20.06	20.67	22.01	22.92	23.91	24.40	25.04	26.09
<i>Annual</i>	39,374	40,518	41,725	42,994	45,781	47,674	49,733	50,752	52,083	54,267
24										
<i>Hour</i>	19.06	19.63	20.23	20.88	22.18	23.13	24.15	24.65	25.40	26.55
<i>Annual</i>	39,645	40,830	42,078	43,430	46,134	48,110	50,232	51,272	52,832	55,224
24-A										
<i>Hour</i>	19.34	19.91	20.50	21.10	22.47	23.49	24.48	25.04	25.79	26.86
<i>Annual</i>	40,227	41,413	42,640	43,888	46,738	48,859	50,918	52,083	53,643	55,869
25										
<i>Hour</i>	19.51	20.09	20.69	21.34	22.68	23.62	24.69	25.40	26.26	27.30
<i>Annual</i>	40,581	41,787	43,035	44,387	47,174	49,130	51,355	52,832	54,621	56,784
25-A										
<i>Hour</i>	19.79	20.37	20.99	21.65	23.03	24.01	25.12	25.84	26.62	27.72
<i>Annual</i>	41,163	42,370	43,659	45,032	47,902	49,941	52,250	53,747	55,370	57,658
26										
<i>Hour</i>	20.08	20.67	21.30	21.95	23.36	24.40	25.54	26.26	26.98	28.15
<i>Annual</i>	41,766	42,994	44,304	45,656	48,589	50,752	53,123	54,621	56,118	58,552
27										
<i>Hour</i>	20.70	21.35	21.98	22.62	24.10	25.12	26.27	26.98	27.85	29.02
<i>Annual</i>	43,056	44,408	45,718	47,050	50,128	52,250	54,642	56,118	57,928	60,362

28										
<i>Hour</i>	21.35	21.98	22.62	23.30	24.83	25.90	27.01	27.85	28.79	30.02
<i>Annual</i>	44,408	45,718	47,050	48,464	51,646	53,872	56,181	57,928	59,883	62,442
28-A										
<i>Hour</i>	21.58	22.21	22.93	23.62	25.12	26.27	27.34	28.24	29.38	30.85
<i>Annual</i>	44,886	46,197	47,694	49,130	52,250	54,642	56,867	58,739	61,110	64,168
29										
<i>Hour</i>	21.98	22.64	23.32	24.05	25.58	26.69	27.96	28.79	29.75	30.96
<i>Annual</i>	45,718	47,091	48,506	50,024	53,206	55,515	58,157	59,883	61,880	64,397
29-A										
<i>Hour</i>	22.27	22.96	23.64	24.34	25.92	27.02	28.38	29.11	30.26	31.63
<i>Annual</i>	46,322	47,757	49,171	50,627	53,914	56,202	59,030	60,549	62,941	65,790
30										
<i>Hour</i>	22.64	23.33	24.05	24.78	26.39	27.62	28.87	29.75	30.64	32.05
<i>Annual</i>	47,091	48,526	50,024	51,542	54,891	57,450	60,050	61,880	63,731	66,664
30-A										
<i>Hour</i>	22.96	23.64	24.34	25.10	26.69	27.96	29.29	30.26	31.32	32.58
<i>Annual</i>	47,757	49,171	50,627	52,208	55,515	58,157	60,923	62,941	65,146	67,766
31										
<i>Hour</i>	23.47	24.18	24.91	25.66	27.31	28.51	29.88	30.64	31.80	33.08
<i>Annual</i>	48,818	50,294	51,813	53,373	56,805	59,301	62,150	63,731	66,144	68,806
32										
<i>Hour</i>	24.23	24.97	25.73	26.52	28.21	29.54	31.02	31.80	32.83	34.01
<i>Annual</i>	50,398	51,938	53,518	55,162	58,677	61,443	64,522	66,144	68,286	70,741
32-A										
<i>Hour</i>	24.67	25.44	26.20	26.98	28.79	30.10	31.57	32.35	33.34	34.69
<i>Annual</i>	51,314	52,915	54,496	56,118	59,883	62,608	65,666	67,288	69,347	72,155

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F- HOURLY RATES**

Effective September 1, 2019 (If Performance Metrics not Met 9/1/18 but Met 9/1/19)

Commented [WJ32]: Replaced in entirety

RANGE	1	2	3	4	5	6	7	8	9	10
15										
Hour	16.51	17.00	17.50	18.03	19.17	20.01	20.83	21.24	21.51	22.19
Annual	34,341	35,360	36,400	37,502	39,874	41,621	43,326	44,179	44,741	46,155
16										
Hour	16.82	17.37	17.90	18.42	19.54	20.45	21.27	21.51	21.89	22.42
Annual	34,986	36,130	37,232	38,314	40,643	42,536	44,242	44,741	45,531	46,634
17										
Hour	17.09	17.58	18.12	18.66	19.88	20.68	21.57	21.89	22.14	22.74
Annual	35,547	36,566	37,690	38,813	41,350	43,014	44,866	45,531	46,051	47,299
18										
Hour	17.44	17.88	18.48	18.99	20.18	21.04	21.92	22.14	22.46	23.09
Annual	36,275	37,190	38,438	39,499	41,974	43,763	45,594	46,051	46,717	48,027
19										
Hour	17.61	18.13	18.68	19.25	20.52	21.28	22.20	22.46	22.79	23.53
Annual	36,629	37,710	38,854	40,040	42,682	44,262	46,176	46,717	47,403	48,942
20										
Hour	17.80	18.35	18.91	19.46	20.70	21.61	22.54	22.79	23.23	24.00
Annual	37,024	38,168	39,333	40,477	43,056	44,949	46,883	47,403	48,318	49,920
20-A										
Hour	17.99	18.53	19.07	19.64	20.92	21.80	22.71	23.04	23.40	24.30
Annual	37,419	38,542	39,666	40,851	43,514	45,344	47,237	47,923	48,672	50,544
21										
Hour	18.13	18.68	19.23	19.82	21.07	21.97	22.88	23.23	23.70	24.56
Annual	37,710	38,854	39,998	41,226	43,826	45,698	47,590	48,318	49,296	51,085
21-A										
Hour	18.31	18.87	19.43	20.01	21.28	22.20	23.09	23.40	24.00	24.82
Annual	38,085	39,250	40,414	41,621	44,262	46,176	48,027	48,672	49,920	51,626

22										
<i>Hour</i>	18.43	18.96	19.52	20.09	21.41	22.25	23.25	23.70	24.26	25.08
<i>Annual</i>	38,334	39,437	40,602	41,787	44,533	46,280	48,360	49,296	50,461	52,166
22-A										
<i>Hour</i>	18.65	19.21	19.82	20.42	21.69	22.58	23.60	24.03	24.52	25.46
<i>Annual</i>	38,792	39,957	41,226	42,474	45,115	46,966	49,088	49,982	51,002	52,957
23										
<i>Hour</i>	18.83	19.40	20.00	20.58	21.92	22.78	23.72	24.26	24.78	25.83
<i>Annual</i>	39,166	40,352	41,600	42,806	45,594	47,382	49,338	50,461	51,542	53,726
23-A										
<i>Hour</i>	19.02	19.57	20.16	20.77	22.11	23.03	24.03	24.52	25.16	26.21
<i>Annual</i>	39,562	40,706	41,933	43,202	45,989	47,902	49,982	51,002	52,333	54,517
24										
<i>Hour</i>	19.16	19.73	20.33	20.98	22.29	23.25	24.27	24.78	25.52	26.68
<i>Annual</i>	39,853	41,038	42,286	43,638	46,363	48,360	50,482	51,542	53,082	55,494
24-A										
<i>Hour</i>	19.43	20.01	20.60	21.21	22.58	23.60	24.60	25.16	25.92	26.99
<i>Annual</i>	40,414	41,621	42,848	44,117	46,966	49,088	51,168	52,333	53,914	56,139
25										
<i>Hour</i>	19.60	20.19	20.79	21.44	22.79	23.74	24.82	25.52	26.39	27.44
<i>Annual</i>	40,768	41,995	43,243	44,595	47,403	49,379	51,626	53,082	54,891	57,075
25-A										
<i>Hour</i>	19.89	20.47	21.09	21.76	23.14	24.13	25.25	25.97	26.75	27.86
<i>Annual</i>	41,371	42,578	43,867	45,261	48,131	50,190	52,520	54,018	55,640	57,949
26										
<i>Hour</i>	20.18	20.77	21.41	22.06	23.47	24.52	25.66	26.39	27.11	28.28
<i>Annual</i>	41,974	43,202	44,533	45,885	48,818	51,002	53,373	54,891	56,389	58,822
27										
<i>Hour</i>	20.80	21.45	22.09	22.74	24.21	25.25	26.40	27.11	27.99	29.16
<i>Annual</i>	43,264	44,616	45,947	47,299	50,357	52,520	54,912	56,389	58,219	60,653

28
Hour 21.45 22.09 22.74 23.42 24.95 26.03 27.14 27.99 28.93 30.17
Annual 44,616 45,947 47,299 48,714 51,896 54,142 56,451 58,219 60,174 62,754

28-A
Hour 21.69 22.32 23.04 23.74 25.25 26.40 27.48 28.38 29.53 31.00
Annual 45,115 46,426 47,923 49,379 52,520 54,912 57,158 59,030 61,422 64,480

29
Hour 22.09 22.76 23.44 24.16 25.70 26.83 28.10 28.93 29.90 31.11
Annual 45,947 47,341 48,755 50,253 53,456 55,806 58,448 60,174 62,192 64,709

29-A
Hour 22.38 23.07 23.76 24.46 26.05 27.15 28.52 29.25 30.41 31.78
Annual 46,550 47,986 49,421 50,877 54,184 56,472 59,322 60,840 63,253 66,102

30
Hour 22.76 23.45 24.16 24.90 26.52 27.75 29.01 29.90 30.79 32.21
Annual 47,341 48,776 50,253 51,792 55,162 57,720 60,341 62,192 64,043 66,997

30-A
Hour 23.07 23.76 24.46 25.22 26.83 28.10 29.44 30.41 31.48 32.74
Annual 47,986 49,421 50,877 52,458 55,806 58,448 61,235 63,253 65,478 68,099

31
Hour 23.58 24.30 25.03 25.79 27.45 28.65 30.03 30.79 31.96 33.24
Annual 49,046 50,544 52,062 53,643 57,096 59,592 62,462 64,043 66,477 69,139

32
Hour 24.35 25.09 25.86 26.65 28.35 29.68 31.17 31.96 32.99 34.18
Annual 50,648 52,187 53,789 55,432 58,968 61,734 64,834 66,477 68,619 71,094

32-A
Hour 24.80 25.56 26.33 27.11 28.93 30.25 31.72 32.51 33.51 34.86
Annual 51,584 53,165 54,766 56,389 60,174 62,920 65,978 67,621 69,701 72,509

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F- HOURLY RATES

Effective September 1, 2019 (If Performance Metrics Met 9/1/18 but Not Met 9/1/19)

Commented [WJ33]: Replace in Entirety

RANGE	1	2	3	4	5	6	7	8	9	10
15										
<i>Hour</i>	16.51	17.00	17.51	18.04	19.16	20.02	20.83	21.23	21.52	22.19
<i>Annual</i>	34,341	35,360	36,421	37,523	39,853	41,642	43,326	44,158	44,762	46,155
16										
<i>Hour</i>	16.83	17.38	17.90	18.42	19.55	20.45	21.26	21.52	21.88	22.42
<i>Annual</i>	35,006	36,150	37,232	38,314	40,664	42,536	44,221	44,762	45,510	46,634
17										
<i>Hour</i>	17.08	17.59	18.12	18.66	19.87	20.68	21.58	21.88	22.15	22.74
<i>Annual</i>	35,526	36,587	37,690	38,813	41,330	43,014	44,886	45,510	46,072	47,299
18										
<i>Hour</i>	17.45	17.88	18.48	18.99	20.18	21.05	21.91	22.15	22.45	23.10
<i>Annual</i>	36,296	37,190	38,438	39,499	41,974	43,784	45,573	46,072	46,696	48,048
19										
<i>Hour</i>	17.60	18.13	18.68	19.24	20.52	21.27	22.20	22.45	22.79	23.53
<i>Annual</i>	36,608	37,710	38,854	40,019	42,682	44,242	46,176	46,696	47,403	48,942
20										
<i>Hour</i>	17.79	18.34	18.92	19.47	20.70	21.62	22.54	22.79	23.22	23.99
<i>Annual</i>	37,003	38,147	39,354	40,498	43,056	44,970	46,883	47,403	48,298	49,899
20-A										
<i>Hour</i>	18.00	18.53	19.07	19.64	20.92	21.79	22.71	23.05	23.40	24.30
<i>Annual</i>	37,440	38,542	39,666	40,851	43,514	45,323	47,237	47,944	48,672	50,544
21										
<i>Hour</i>	18.13	18.68	19.22	19.81	21.07	21.96	22.88	23.22	23.71	24.55
<i>Annual</i>	37,710	38,854	39,978	41,205	43,826	45,677	47,590	48,298	49,317	51,064
21-A										
<i>Hour</i>	18.30	18.87	19.44	20.02	21.27	22.20	23.10	23.40	23.99	24.82
<i>Annual</i>	38,064	39,250	40,435	41,642	44,242	46,176	48,048	48,672	49,899	51,626

22										
<i>Hour</i>	18.43	18.97	19.53	20.10	21.41	22.25	23.24	23.71	24.26	25.08
<i>Annual</i>	38,334	39,458	40,622	41,808	44,533	46,280	48,339	49,317	50,461	52,166
22-A										
<i>Hour</i>	18.65	19.20	19.81	20.41	21.69	22.58	23.61	24.03	24.51	25.46
<i>Annual</i>	38,792	39,936	41,205	42,453	45,115	46,966	49,109	49,982	50,981	52,957
23										
<i>Hour</i>	18.83	19.40	20.01	20.58	21.91	22.78	23.72	24.26	24.78	25.83
<i>Annual</i>	39,166	40,352	41,621	42,806	45,573	47,382	49,338	50,461	51,542	53,726
23-A										
<i>Hour</i>	19.02	19.58	20.16	20.77	22.12	23.04	24.03	24.51	25.17	26.22
<i>Annual</i>	39,562	40,726	41,933	43,202	46,010	47,923	49,982	50,981	52,354	54,538
24										
<i>Hour</i>	19.15	19.72	20.33	20.99	22.29	23.24	24.27	24.78	25.52	26.68
<i>Annual</i>	39,832	41,018	42,286	43,659	46,363	48,339	50,482	51,542	53,082	55,494
24-A										
<i>Hour</i>	19.44	20.02	20.60	21.20	22.58	23.61	24.60	25.17	25.91	26.99
<i>Annual</i>	40,435	41,642	42,848	44,096	46,966	49,109	51,168	52,354	53,893	56,139
25										
<i>Hour</i>	19.61	20.19	20.79	21.44	22.79	23.74	24.82	25.52	26.39	27.44
<i>Annual</i>	40,789	41,995	43,243	44,595	47,403	49,379	51,626	53,082	54,891	57,075
25-A										
<i>Hour</i>	19.88	20.47	21.09	21.75	23.14	24.14	25.24	25.96	26.76	27.86
<i>Annual</i>	41,350	42,578	43,867	45,240	48,131	50,211	52,499	53,997	55,661	57,949
26										
<i>Hour</i>	20.18	20.77	21.41	22.07	23.47	24.51	25.67	26.39	27.11	28.29
<i>Annual</i>	41,974	43,202	44,533	45,906	48,818	50,981	53,394	54,891	56,389	58,843
27										
<i>Hour</i>	20.80	21.45	22.10	22.74	24.22	25.24	26.40	27.11	27.98	29.16
<i>Annual</i>	43,264	44,616	45,968	47,299	50,378	52,499	54,912	56,389	58,198	60,653

28

<i>Hour</i>	21.45	22.10	22.74	23.42	24.95	26.02	27.14	27.98	28.93	30.17
<i>Annual</i>	44,616	45,968	47,299	48,714	51,896	54,122	56,451	58,198	60,174	62,754

28-A

<i>Hour</i>	21.69	22.32	23.05	23.74	25.24	26.40	27.48	28.38	29.53	31.00
<i>Annual</i>	45,115	46,426	47,944	49,379	52,499	54,912	57,158	59,030	61,422	64,480

29

<i>Hour</i>	22.10	22.76	23.44	24.17	25.71	26.83	28.10	28.93	29.90	31.11
<i>Annual</i>	45,968	47,341	48,755	50,274	53,477	55,806	58,448	60,174	62,192	64,709

29-A

<i>Hour</i>	22.38	23.08	23.76	24.46	26.04	27.15	28.52	29.26	30.41	31.78
<i>Annual</i>	46,550	48,006	49,421	50,877	54,163	56,472	59,322	60,861	63,253	66,102

30

<i>Hour</i>	22.76	23.45	24.17	24.90	26.52	27.76	29.01	29.90	30.78	32.21
<i>Annual</i>	47,341	48,776	50,274	51,792	55,162	57,741	60,341	62,192	64,022	66,997

30-A

<i>Hour</i>	23.08	23.76	24.46	25.22	26.83	28.10	29.44	30.41	31.48	32.74
<i>Annual</i>	48,006	49,421	50,877	52,458	55,806	58,448	61,235	63,253	65,478	68,099

31

<i>Hour</i>	23.59	24.30	25.03	25.79	27.45	28.64	30.02	30.78	31.96	33.24
<i>Annual</i>	49,067	50,544	52,062	53,643	57,096	59,571	62,442	64,022	66,477	69,139

32

<i>Hour</i>	24.35	25.09	25.86	26.64	28.35	29.68	31.17	31.96	32.99	34.18
<i>Annual</i>	50,648	52,187	53,789	55,411	58,968	61,734	64,834	66,477	68,619	71,094

32-A

<i>Hour</i>	24.80	25.56	26.33	27.11	28.93	30.25	31.72	32.51	33.51	34.86
<i>Annual</i>	51,584	53,165	54,766	56,389	60,174	62,920	65,978	67,621	69,701	72,509

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F- HOURLY RATES

Effective September 1, 2019 (If Performance Metrics Met 9/1/18 and 9/1/19)

Commented [WJ34]: Replace in Entirety

RANGE	1	2	3	4	5	6	7	8	9	10
15										
Hour	16.60	17.09	17.60	18.13	19.26	20.11	20.93	21.34	21.62	22.30
Annual	34,528	35,547	36,608	37,710	40,061	41,829	43,534	44,387	44,970	46,384
16										
Hour	16.91	17.46	17.99	18.51	19.65	20.55	21.37	21.62	21.99	22.53
Annual	35,173	36,317	37,419	38,501	40,872	42,744	44,450	44,970	45,739	46,862
17										
Hour	17.17	17.68	18.21	18.75	19.97	20.78	21.69	21.99	22.26	22.85
Annual	35,714	36,774	37,877	39,000	41,538	43,222	45,115	45,739	46,301	47,528
18										
Hour	17.53	17.97	18.57	19.08	20.28	21.15	22.02	22.26	22.56	23.22
Annual	36,462	37,378	38,626	39,686	42,182	43,992	45,802	46,301	46,925	48,298
19										
Hour	17.69	18.22	18.77	19.34	20.62	21.38	22.31	22.56	22.90	23.64
Annual	36,795	37,898	39,042	40,227	42,890	44,470	46,405	46,925	47,632	49,171
20										
Hour	17.88	18.43	19.01	19.56	20.80	21.73	22.65	22.90	23.34	24.11
Annual	37,190	38,334	39,541	40,685	43,264	45,198	47,112	47,632	48,547	50,149
20-A										
Hour	18.08	18.63	19.17	19.74	21.02	21.90	22.82	23.16	23.51	24.42
Annual	37,606	38,750	39,874	41,059	43,722	45,552	47,466	48,173	48,901	50,794
21										
Hour	18.22	18.77	19.32	19.91	21.18	22.07	22.99	23.34	23.83	24.67
Annual	37,898	39,042	40,186	41,413	44,054	45,906	47,819	48,547	49,566	51,314
21-A										
Hour	18.39	18.96	19.53	20.11	21.38	22.31	23.22	23.51	24.11	24.94
Annual	38,251	39,437	40,622	41,829	44,470	46,405	48,298	48,901	50,149	51,875

22										
<i>Hour</i>	18.52	19.06	19.62	20.20	21.51	22.36	23.36	23.83	24.38	25.20
<i>Annual</i>	38,522	39,645	40,810	42,016	44,741	46,509	48,589	49,566	50,710	52,416
22-A										
<i>Hour</i>	18.74	19.30	19.91	20.51	21.80	22.70	23.73	24.14	24.63	25.58
<i>Annual</i>	38,979	40,144	41,413	42,661	45,344	47,216	49,358	50,211	51,230	53,206
23										
<i>Hour</i>	18.92	19.49	20.10	20.69	22.02	22.89	23.84	24.38	24.90	25.96
<i>Annual</i>	39,354	40,539	41,808	43,035	45,802	47,611	49,587	50,710	51,792	53,997
23-A										
<i>Hour</i>	19.11	19.68	20.26	20.87	22.23	23.15	24.14	24.63	25.30	26.35
<i>Annual</i>	39,749	40,934	42,141	43,410	46,238	48,152	50,211	51,230	52,624	54,808
24										
<i>Hour</i>	19.25	19.82	20.43	21.09	22.40	23.36	24.39	24.90	25.64	26.82
<i>Annual</i>	40,040	41,226	42,494	43,867	46,592	48,589	50,731	51,792	53,331	55,786
24-A										
<i>Hour</i>	19.53	20.11	20.71	21.31	22.70	23.73	24.72	25.30	26.04	27.12
<i>Annual</i>	40,622	41,829	43,077	44,325	47,216	49,358	51,418	52,624	54,163	56,410
25										
<i>Hour</i>	19.71	20.29	20.89	21.54	22.90	23.86	24.94	25.64	26.52	27.57
<i>Annual</i>	40,997	42,203	43,451	44,803	47,632	49,629	51,875	53,331	55,162	57,346
25-A										
<i>Hour</i>	19.98	20.57	21.20	21.86	23.26	24.26	25.37	26.09	26.89	28.00
<i>Annual</i>	41,558	42,786	44,096	45,469	48,381	50,461	52,770	54,267	55,931	58,240
26										
<i>Hour</i>	20.28	20.87	21.51	22.17	23.58	24.63	25.80	26.52	27.24	28.43
<i>Annual</i>	42,182	43,410	44,741	46,114	49,046	51,230	53,664	55,162	56,659	59,134
27										
<i>Hour</i>	20.90	21.55	22.21	22.85	24.34	25.37	26.53	27.24	28.12	29.30
<i>Annual</i>	43,472	44,824	46,197	47,528	50,627	52,770	55,182	56,659	58,490	60,944

28

<i>Hour</i>	21.55	22.21	22.85	23.53	25.07	26.15	27.27	28.12	29.07	30.31
<i>Annual</i>	44,824	46,197	47,528	48,942	52,146	54,392	56,722	58,490	60,466	63,045

28-A

<i>Hour</i>	21.80	22.43	23.16	23.86	25.37	26.53	27.61	28.52	29.67	31.15
<i>Annual</i>	45,344	46,654	48,173	49,629	52,770	55,182	57,429	59,322	61,714	64,792

29

<i>Hour</i>	22.21	22.87	23.55	24.29	25.84	26.96	28.23	29.07	30.05	31.26
<i>Annual</i>	46,197	47,570	48,984	50,523	53,747	56,077	58,718	60,466	62,504	65,021

29-A

<i>Hour</i>	22.49	23.19	23.88	24.58	26.17	27.29	28.66	29.41	30.56	31.94
<i>Annual</i>	46,779	48,235	49,670	51,126	54,434	56,763	59,613	61,173	63,565	66,435

30

<i>Hour</i>	22.87	23.56	24.29	25.02	26.65	27.90	29.15	30.05	30.94	32.36
<i>Annual</i>	47,570	49,005	50,523	52,042	55,432	58,032	60,632	62,504	64,355	67,309

30-A

<i>Hour</i>	23.19	23.88	24.58	25.35	26.96	28.23	29.58	30.56	31.63	32.91
<i>Annual</i>	48,235	49,670	51,126	52,728	56,077	58,718	61,526	63,565	65,790	68,453

31

<i>Hour</i>	23.70	24.42	25.15	25.92	27.58	28.78	30.17	30.94	32.12	33.41
<i>Annual</i>	49,296	50,794	52,312	53,914	57,366	59,862	62,754	64,355	66,810	69,493

32

<i>Hour</i>	24.47	25.21	25.99	26.78	28.49	29.82	31.32	32.12	33.15	34.34
<i>Annual</i>	50,898	52,437	54,059	55,702	59,259	62,026	65,146	66,810	68,952	71,427

32-A

<i>Hour</i>	24.92	25.68	26.46	27.24	29.07	30.40	31.88	32.67	33.67	35.03
<i>Annual</i>	51,834	53,414	55,037	56,659	60,466	63,232	66,310	67,954	70,034	72,862

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**



AND



**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 20
(AFL-CIO)**

EFFECTIVE FROM SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

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This Agreement by the City of Hamilton, Ohio (“City,” “Municipality,” or “Employer”) to members of Local 20 working under the operations, conditions, and requirements of the Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant and the Division of Gas and Water Distribution, and to the International Union of Operating Engineers (“Union” or “Local 20”), WITNESSETH:

ARTICLE 1. RECOGNITION, DUES AND FEES

Section 1. Recognition; Definition of Bargaining Unit

The City of Hamilton hereby recognizes Local 20 International Union of Operating Engineers as the exclusive representative for purposes of collective bargaining over wages, hours and terms and conditions of employment for permanent hourly or hourly rated temporary employees after their first thirty (30) days of full-time employment by the Municipality in its Hamilton Water Plant, Water Reclamation Plant, Electric Power Plant, Greenup Hydroelectric Plant, Meldahl Hydroelectric Plant, and the Division of Gas and Water Distribution within the job classifications set forth in Appendix C to this Agreement, excluding all office employees, electricians, supervisors, and others having the power or authority to hire, fire or impose discipline or effectively to recommend such action.

Section 2. While the bargaining unit includes temporary hourly rated employees after their first thirty (30) days of employment, it is the intention of the parties that such employees are not eligible for certain fringe benefits, including, but not limited to, incentives, sick leave, clothing allowance, funeral leave, hospitalization, holidays, life insurance, longevity pay, and vacations.

Section 3. Attendance of Representatives at Meetings

The Municipality shall permit employee members of the Wage Negotiating or Grievance Committees, whose participation in a particular meeting has been approved in advance by management, to remain on paid status while attending scheduled meetings between labor and management concerning wages, hours and working conditions in such employee’s division or department, provided that no employee shall remain on paid status for any part of any such meeting that extends beyond the employee’s regularly scheduled working hours, and provided further that the Municipality shall have the right to determine, in its sole discretion, that unusual work requirements prevent particular employees from attending any such meeting or require that any such meeting be rescheduled.

The Union will provide the City a current roster of employees on each Committee by June 30 of each year and at any time any change to the composition of any Committee is made.

Section 4. Union Security and Dues Check-off

- A. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.
- B. The Employer agrees to deduct regular Union membership dues on a biweekly basis from the pay of any employee in the bargaining unit eligible for membership upon receiving an approved

written authorization signed individual and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

- C. . The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Union.
- D. Any employee who voluntarily submits a dues check-off authorization and who thereafter revokes such authorization shall pay to the Union, through payroll deduction, an agreement administration fee for the duration of this Agreement. The agreement administration fee is automatic and does not require the employee to remain a member of the Union nor shall the agreement administration fee exceed the dues paid by the bargaining unit employees who are members of the Union. The agreement administration fee shall comply with all provisions of Ohio Revised Code Section 4117.09 and Ohio Administrative Code Section 4117-11-01. Within thirty (30) calendar days following the effective date of this Agreement, the Union shall certify to the Employer in writing the amount of the agreement administration fee. Any changes in the amount of the agreement administration fee must be provided to the Employer in writing no less than sixty (60) calendar days prior to the effective days of such change.
- E. The Union will provide the Municipality with at least two (2) calendar weeks written advance notice of a pending change in dues or fair share fees.

The amounts remitted to the Union by the Municipality under this Article 1, Section 4 of this Agreement shall be treated for all purposes as correct unless the Union, within two (2) calendar weeks of the date on which the remittance was forwarded by the Municipality, provides the Municipality with written notice of a claim, including a statement of reasons therefore, that such amount is incorrect.

- F. The Union shall pay the Municipality an annual service fee of one hundred and twenty dollars (\$120) in December of each year to reimburse the Municipality for expenses related to the deduction and remittance of dues and fair share fees.
- G. The Employer agrees to notify and provide the Union the name, address, and classification of any new employee hired into a classification covered by this bargaining agreement, as soon as reasonably possible after the employee is hired.

ARTICLE 2. INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement will serve to promote and improve the relationship between employees and the City of Hamilton and to set forth herein the basic policy governing rates of pay, hours of work, and other conditions of employment that will be observed between the parties hereto.

It is recognized by both parties that proper and efficient operation of the City utility services is necessary for the welfare of the community. Proper functioning and increased efficiency can only be established through the complete cooperation of management and the employees. To this end, employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the City and its service to the public.

It is the belief of both parties that this attitude can best be encouraged when it is made clear that both management and Union officials whose duties involve the formation of this Agreement are the guardians of public trust and are sincerely concerned with the best interests and well-being of the employees as well as the public which is served by the parties hereto.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1.

Except as otherwise specifically provided in this Agreement, the Employer hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Employer by the laws and the Constitution of the State of Ohio including, but not limited to, their exclusive right and responsibility:

- A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, subcontracting, and organizational structure;
- B. To direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;
- C. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. To determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. To determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
- F. To determine the overall mission of the Employer as a unit of government including the individuals served by the Employer and the services provided;
- G. To effectively manage the work force;
- H. To determine the hours of work and work schedules;

- I. To determine the duties to be assigned to all bargaining unit job classifications;
- J. To take actions to carry out the mission of the Employer as a governmental unit.

Section 2.

It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

Section 3.

Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative. Further, the Employer may exercise any or all such management rights or prerogatives without prior negotiations with or agreement of the Union.

ARTICLE 4. GRIEVANCE PROCEDURE

SECTION 1.

A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any employee covered by this Agreement having a grievance shall process it in the following manner:

STEP 1.

The issue shall be verbally presented by the employee to his or her immediate supervisor or foreman within ten (10) weekdays of the date of occurrence. At this discussion, either the employee or the supervisor may arrange for the appropriate shop steward to be present. The Supervisor shall provide his or her disposition within seven (7) weekdays.

STEP 2.

If no agreement is reached at Step 1, the grievance shall be reduced to writing (showing date of STEP 1) by the employee, signed, endorsed by the shop steward and presented in triplicate to the superintendent (within five (5) weekdays after its disposition by the Supervisor). The Superintendent shall note his or her disposition of the grievance, in the space provided, and return the grievance no later than five (5) weekdays following the presentation of the grievance. If requested by either party, a meeting may be held to introduce and question persons familiar with the facts of the grievance. If the union or superintendent requests an extension of time, within the initial five (5) weekday period, an agreed upon extension not to exceed thirty (30) weekdays may be granted. This extension is to be put into writing by the requesting party and given to the other and signed by both parties.

STEP 3.

Any grievance that progresses to Step 3 shall be presented to the appropriate Director, or his or her authorized representative by the shop committee member within five (5) weekdays after its disposition by the superintendent. Upon receipt of the grievance, a meeting shall be arranged between Union and Director and held within fourteen (14) days. However, if the Union or City specifically requests an extension of time, within the initial five (5) weekday period, an agreed upon extension not to exceed thirty (30) days may be granted. Disposition of Director shall be issued within twelve (12) weekdays.

At this meeting, both parties may be allowed to introduce and question persons familiar with the facts of the grievance. The Union may be represented by Officers of the International Union or Legal Representative, if it so desires. The Director may call upon the Director of Law and other City personnel for assistance. The Union grievance report shall include a statement by the Union explaining the basis for appeal from the Superintendent's action.

STEP 4.

The Union may, within fifteen (15) calendar days of receipt of the Director's disposition of the grievance, elect to invoke arbitration by directing a written demand therefore to the Municipality. In the event that the Municipality claims, in accordance with the definition of a grievance set forth in this Section 1 of this Article 4 of this Agreement, that the Union is violating or failing to comply with this Agreement, the Municipality may invoke arbitration of such claim directly under this Step 4 by written notice to the Union; provided, however, that the Municipality shall not be required to invoke arbitration hereunder as a precondition to invoking any other rights or remedies it may have against the Union for violation or failure to comply with this Agreement.

Subject to the scope of the authority conferred upon the Arbitrator by the Union and the Municipality under Section 2 of this Article 4 of this Agreement, the disposition of the grievance by the Arbitrator shall be final and binding on the Municipality, the Union and the grievant and shall be enforceable in such manner as arbitration awards are customarily enforceable in accordance with Ohio Revised Code Section 4117.09 as amended from time to time, or any subsequently enacted statute of similar intent. The arbitrator shall be selected from a panel of arbitrators established by agreement of the parties.

The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the Union, employee or Employer, prior to an arbitration award but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled, by agreement of the parties after arbitration expenses have been incurred, but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.

SECTION 2.

The arbitrator shall have the authority to decide any dispute between the parties or between the Municipality and the grievant with respect to: (1) the meaning of this Agreement or any part hereof, or the application this Agreement or any part hereof to a particular set of facts; and (2) as to whether disciplinary terminations, suspensions, reductions or demotions, subject to the requirements of cause, as defined by Ohio Revised Code Section 124.34 as amended from time to time or any subsequently enacted statute of similar intent, imposed on a particular employee was imposed for cause as so defined. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

Except for the conduct and grading of civil service examinations involving initial appointments of employees of which issues are reserved for resolution by the Civil Service Commission, the grievance and arbitration process provided herein shall be the sole and exclusive remedy available to employees and the Union concerning questions of contract interpretation and the resolution of grievances concerning disciplinary suspensions, terminations, reductions and demotions as provided by O.R.C. Section 4117.10(A).

SECTION 3. GUIDELINES FOR EFFECTIVE PROCESSING

A weekday shall mean Monday through Friday exclusive of fixed-date City holidays.

All written grievances and responses shall be dated and signed by the appropriate Union or City representative.

In the absence of the Union Representative or either party to the Grievance Procedure, the party whom he or she represents may designate an alternate to act in his or her place.

Both City and Union representatives will acknowledge receipt of a grievance or management response in writing. Such acknowledgment will be properly signed and dated.

A grievance not filed or advanced to the next higher level within the time limit provided in this Agreement shall be deemed permanently withdrawn. A grievance not responded to within the time limit provided in this Agreement shall automatically move to the next step upon expiration of the response period.

In no event shall an employee or Union representative leave his or her work for grievance purposes without first notifying and obtaining the approval of his or her immediate supervisor. The Supervisor in turn shall make every effort to provide for the relief of the employee, if such is required.

No grievance award shall be made to a person other than the specific individual so entitled as eligible under appropriate section(s) of the agreement.

The Union and Management recognize the value of early involvement of the parties in the processing

of grievances. Accordingly, the Municipality will afford the International Business Representative the right to visit a plant facility with advance notification to plant management for the purpose of gathering data and facts. Meeting spaces to accommodate private discussions with the Shop Steward will be provided.

Visiting rights are not intended to give rise to employee meetings or interfere with the operations of the facility. An employee may be released for such discussions only with prior approval of management.

This provision shall not substitute for nor be used in lieu of any existing step in the Grievance Procedure. The sole intent is to facilitate fact-finding in conjunction with the processing of grievances.

ARTICLE 5. SENIORITY

Seniority shall be recognized by the parties giving job protection to the employees consistent with the laws of Civil Service. Ability and qualifications being relatively equal, those employees with the greater amount of service in the Bargaining Unit shall have preference as to transfer action in filling vacancies.

Advancements of a promotional nature shall be made by the appointing authority in consideration of the ability, qualifications, and length of service of the certified eligible.

The Municipality will provide for posting purposes, on an annual basis, a listing of employees showing the name of the employee, date of hire as a City of Hamilton employee, and date of assignment of his or her respective division.

ARTICLE 6. LEAVES OF ABSENCE

Section 1. A leave of absence, without pay, may be granted for the purpose of travel in extreme emergency, education, and license examinations provided such request for leave is made and approved by the employee's supervisor, department head, and the City Manager.

Seniority shall accumulate during such leaves of absence.

Section 2. The Municipality may, at the written request of the Union, grant a leave of absence without pay to an employee who is an elected representative of Local 20 for a period of up to three (3) consecutive years for the purpose of serving as a full-time employee of the Local or International Union of Operating Engineers.

Seniority accrued prior to the leave commencement shall remain to the credit of the employee. Seniority shall accrue during the leave of absence for purposes only of vacation, promotional exam credits, and layoff purposes.

No financial benefits shall be paid to or on behalf of the employee during any unpaid leave of absence for Union business which exceeds three (3) consecutive calendar months.

It is understood and mutually agreed that Management will return the employee-Union representative to his or her former classification if said employee was in good standing at the time the leave of absence was granted. The employee will be returned, by virtue of bumping, to a class position of equal maximum pay which the employee is qualified to perform on the basis of seniority. If that classification no longer exists, the employee may be returned to a class position of lower maximum rate, qualifications permitting.

An employee who retires under provisions of the Public Employees Retirement System while either on Union Business Leave, or who has returned from Union Business Leave within one (1) calendar year of retirement date, shall receive pay for accrued sick leave (Article 12, Section 1-C) at his or her rate in effect at the commencement of the Union Business Leave.

Prior to return to active service, the employee-union representative shall provide advance written notice to management of at least thirty (30) calendar days of his or her intent to return from leave.

ARTICLE 7. HOURS OF WORK

GREENUP and MELDAHL: HOURS OF WORK

Section 1. Twelve (12) hours shall constitute a regular workday for persons assigned to the rotating shift schedule. Eight (8) hours shall constitute a regular workday for persons assigned to a maintenance or non-rotating work schedule.

Forty (40) hours shall constitute a regular workweek.

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel two (2) calendar days (48 Hours) in advance of the proposed change.

Section 2. For purposes of administering the Fair Labor Standards Act, and in calculating overtime hours, the workweek shall be defined as starting:

Greenup: Hours of Work

1. For individuals assigned to shifts A or C at 12:00 Noon on Saturday.
2. For individuals assigned to shifts B or D at 12:00 Midnight on Saturday.
3. For individuals on a non-rotating (i.e., regular 8-hour day), the workweek shall commence at 12:01 a.m. on Saturday.

Meldahl: Hours of Work

1. For individuals assigned to shifts A, B, C or D and working day shift Friday at 5 p.m. on Friday.
2. For individuals assigned to shifts A, B, C or D and off on Friday at 5 p.m. Friday.
3. For individuals assigned to shifts A, B, C or D and on nights Friday at 5 a.m.
4. For Individuals on a non-rotating (i.e. regular 8-hour day), the workweek shall commence at 12:01 a.m. on Saturday.

Each workweek shall end one hundred sixty-eight (168) hours later for both plants.

In the event that an employee's shift is permanently changed from those designated in group 1 above (A,C) to a shift in Group 1 (B,D) or vice versa, then an individually calculated accounting shall be made for that week in which the permanent change occurs. Said calculations shall begin with the end point

of the old work schedule and shall conclude with the end point of the new workweek schedule. Any hours actually worked, during that period, which exceed forty (40) hours shall be paid at a rate of at least one and one-half (1½) time rate.

Section 3. Any employee called to work at any time other than his or her regular schedule or any employee reporting for work on his or her regular schedule who has not received notification not to report shall be guaranteed eight (8) hours work at any job available, or in lieu thereof, four (4) hours pay at his or her regular hourly rate.

Section 4. Excused time off from work will be calculated as part of the regular forty (40) hour work schedule.

Section 5. In the event of an official Daylight Savings Time, those affected employees shall be compensated according to the actual number of hours worked without reference to the official time change.

Section 6. Forty (40) hours shall constitute a regular workweek for all employees in the bargaining unit. Eight (8) hours shall constitute a regular workday except for employees assigned to a rotating shift schedule at the Greenup and Meldahl Plants whose regular workday shall consist of twelve (12) hours.

Upon the mutual consent of management and the affected employees in a department, the parties may agree to variable work hours where the duration of the workday is more than eight (8) hours, and the workweek is shorter than five (5) days. Should the parties agree to workdays with duration of more than eight (8) hours, overtime shall be paid when the hours of work exceed the prescribed work hours in any one workday.

Determination of starting times shall be made by Management. Schedules may be changed by Management from time to time to suit changing conditions in the plants provided, however, that indiscriminate changes shall not be made in such schedules and provided further that such changes deemed necessary shall be made known publicly to all plant personnel forty-eight (48) hours in advance of the proposed change. When a schedule change involves an employee who is off duty, two separate attempts to verbally notify that person will be made to ensure they have received forty-eight (48) hour notice, otherwise the vacation request which caused the need for change will be denied. Nothing contained herein shall prohibit the Employer from seeking volunteers to change schedules with less than forty-eight (48) hours notice provided those volunteers are requested starting with the employee who is the lowest on the overtime list in the classification for which the work is to be performed. Should the Employer's attempt to obtain volunteers be unsuccessful, the Employer may elect to pay overtime or subcontract the work in question.

Section 7. The workweek shall be considered the beginning of third shift on Saturday to the end of second shift the following Friday.

Section 8. Any employee called to work at any time other than his or her regular schedule or any employee reporting for work on his or her regular schedule, who has not received notification not to report, shall be guaranteed eight (8) hours work at any job available, or in lieu thereof, four (4) hours

pay at his or her regular hourly rate.

Section 9. Excused time off from work will be calculated as part of the regular forty (40) hour work schedule.

Section 10. In the event of an official time change in connection with adjustments made for Daylight Savings Time, those affected employees shall be compensated according to the actual number of hours worked without reference to the official time change.

Section 11. For purposes of administering the Fair Labor Standards Act, as amended, and in aid of calculating overtime hours, the terms and conditions of Article 7, Sections 2 through 5 apply to the Greenup & Meldhal Hydroelectric Generation Plants.

Section 12. It is the intention of the parties for the purposes of this Article and the entire collective bargaining agreement that the twelve (12) hour operating schedule shall not act or be construed to convey upon employees so assigned any benefits or rights which exceed those enjoyed by eight (8) hour shift personnel.

ARTICLE 8. CALL-IN

Section 1. General Provisions A call-in or call-back is defined as an emergency assignment performed by an employee who is instructed and reports for unscheduled work at a time disconnected from and outside of his or her regularly scheduled work shift.

An employee required to report on a call-in basis shall be eligible for four (4) hours pay at the appropriate rate.

In the instance of a call-in for maintenance purposes, the rate of pay for hours so worked prior to 10:00 p.m. shall be time and one-half, unless the call-in occurs on the employee's second regularly scheduled day off; in which case, the call-in shall be paid at double the employee's classified hourly rate. The rate of pay for hours worked after 10:00 p.m. and until the starting time of the employee's regularly scheduled work shift shall be at double the classified hourly rate.

Should such work not require the full four (4) hours, it shall be the prerogative of the employee to go home but remain on call for the duration of the four (4) hour call-in period. Should another call-in occur for the classification required in the first call-in during the balance of this period, an attempt will be made to contact the person on call to report for this work. If after allowing) forty-five (45) minutes travel time the employee is unable to be contacted or to report for work, for any reason, normal call-in selection procedures will be followed.

In the event of a subsequent call-in, pay for the first call-in shall terminate upon the start of the next call-in provided that there shall be a one (1) hour minimum at the appropriate rate for the first call-in.

Section 2. Stand-By Call-In Duty Employees assigned standby call-in duty, who are required to respond to duty upon a call, shall receive an additional two-hundred and fifty dollars (\$250.00) for each week during which he or she is required to be on standby. An employee may trade days during the calendar year and the weekly compensation for stand-by \$250.00 will be adjusted at a rate of \$35.71 per day. All employees who are on standby shall report for duty within forty-five (45) minutes of any call.

Section 3. Guidelines for Stand-By Call-In Procedures for the Gas and Water Distribution Division only

1. Subsequent to the execution of this Section, the Gas and Water Distribution Superintendent will establish four (4) person call-in crews that will rotate during the calendar year. A crew will consist of four (4) employees: one (1) Utilities Crew Leader, one (1) Automotive Equipment Operator II, and two (2) Maintenance Workers. The rotation of crews on call for the calendar year will be Maintenance Workers. The rotation of crews on call for the calendar year will be established by pulling the crews established by the Superintendent from a hat. For the schedule in calendar year 2017, the Superintendent will post the schedule within seven (7) calendar days of the execution of this Memorandum for the entire calendar year for which a crew will be on call each week. For subsequent years, the Superintendent will post the schedule by December 15 of each year for the entire following calendar year for which a crew will be on call each week. The

Superintendent may modify the schedule during the calendar year based on staffing changes or other operational changes, including, but not limited to, new hires, retirements, resignations, and leaves of absences, but must post any schedule adjustments no later than 12:00 p.m. on Friday of the preceding week.

2. All employees on the crew posted for stand-by shall respond for duty upon a call as soon as possible but no later than forty-five (45) minutes of the call, unless an employee trades with another employee in the same classification to respond for duty. Employees in the classifications referenced in Paragraph 1 of this Memorandum will be required to respond for duty or trade if they are scheduled for stand-by duty. If an employee scheduled for stand-by duty has an unscheduled absence due to an unforeseen illness which prevents the employee from working his or her regularly scheduled shift and the employee is physically unable to make a call or calls to secure a trade, the Superintendent or his or her designee, upon the employee's request, will assign the employee in the appropriate classification with the lowest overtime to respond for duty. The Superintendent will monitor the use of the provision in the immediately preceding sentence to ensure it is not abused. If an employee scheduled for stand-by duty has a scheduled absence, the employee shall always be required to secure a trade for his or her call-in duty.
3. If more than one crew is needed to respond to an event on call, Management will call for an additional crew by low overtime.
4. Employees will be paid \$250.00 for each week during which he or she is scheduled to be on stand-by, that amount may or may not be adjusted for weeks in which employees trade, per the Superintendent's discretion. If an employee trades with another employee in the same classification for an entire week and notifies the Superintendent of his or her designee by the close of business of the preceding week, the Superintendent or his or her designee may adjust the schedule to the trade and the \$250.00 will be paid to the employee on call per the updated schedule. Per the Superintendent's discretion, an employee may trade days during a calendar year and the weekly compensation for stand-by of \$250.00 will be adjusted at a rate of \$35.71 per day. If an employee fails to respond for a call within forty-five (45) minutes of the call, the employee scheduled for stand-by duty will forfeit the \$250.00 for the applicable week or weeks and may be subject to discipline, unless the Superintendent or his or her designee has approved a response time in excess of forty-five (45) based on extenuating circumstances.
5. The stand-by call-in calendar week shall start on Monday at 7:00 a.m. and end the following Monday at 6:59 a.m.
6. Employees in the classifications of Utilities Troubleshooter (daytime), Utilities Meter Repairer II, Gas Leak Surveyor, and Regulator Technician may volunteer to participate in a stand-by call-in system per these terms, if it is mutually beneficial to the Parties.
7. The terms of this section shall be limited in its application to the Gas and Water Distribution Division only, shall not apply to the Utilities Troubleshooter classification (nighttime) and shall not be considered as precedent.

ARTICLE 9. OVERTIME AND PREMIUM PAY

Work performed outside the regularly scheduled eight (8) (Greenup & Meldahl: twelve (12)) hours per day and the regularly scheduled work week shall be paid for as overtime in accordance with the following provisions:

Section 1. Time and one-half the regular hourly rate shall be paid for all work in excess of eight (8) (Greenup & Meldahl: twelve (12)) hours in any one day.

This overtime pay provision shall also apply to hours of work which constitute the second eight (8) (Greenup & Meldahl: twelve (12)) hour period of a double shift assignment caused by a change to the employee's workweek schedule.

The parties agree that normal leave scheduling practices which occasion changes to the workweek schedule may be regulated to minimize or preclude the need for overtime.

Section 2. Time and one-half the hourly rate shall be paid for all hours of work performed on the employee's first regularly scheduled day off.

Section 3. Double time the employee's classified hourly rate shall be paid for hours worked by an employee on his or her second regularly scheduled day off in his or her scheduled workweek.

Section 4. Employees working Sunday when it is part of their regularly scheduled workweek and not a scheduled day of rest shall receive a premium of fifty (50) percent per hour based upon their straight time hourly rate for all hours so worked.

Section 5. Employees working Saturday when it is part of their regularly scheduled workweek and not a scheduled day of rest shall receive a premium of twenty-five (25) percent per hour based upon their straight time hourly rate for all hours so worked.

Section 6. Overtime and Selection Procedure

The responsibility for the determination of the need for overtime, the number of hours involved, and the number of personnel required by classification shall rest with the management of the City.

For purposes of overtime selection eligibility, employees on a paid or unpaid leave of absence, to include floating holidays, shall not be considered eligible for overtime occurring during that period of leave and until he or she has actually returned to work on their regular workweek schedule. This provision excludes normal off days within the employee's schedule.

A. Overtime occurring at the end of a shift or any emergency overtime shall be equalized as far as possible among those qualified to do the work. All overtime shall be offered to the lowest qualified (by classification) employee available. Should the employee refuse to report, he or

she shall be charged on the overtime schedule with the overtime worked. An operations employee working on a shift who refuses offered overtime shall be charged on the overtime schedule.

When an operator reports off sick for an extended sick leave of two (2) days or more and there is no relief operator previously scheduled on that shift, an operator of the same class on a relief crew may be assigned to the shift on the second and subsequent days.

In the plants, temporary vacancies of one (1) day in an Operator class which are occasioned either by unexpected employee absence or are a result of normal relief days shall be filled in the following manner:

Should a vacancy occur on the day shift when an in-class relief operator is available, that operator may be assigned to the vacancy.

If, however, there is a qualified relief operator on the work site, in a scheduled working status, management shall have the option to move that employee to the vacant position in lieu of overtime.

Should the vacancy occur on the day shift and an in-class relief operator is not available or should the vacancy occur on other than the day shift, the opening will be filled on an overtime basis in the following priority:

- 1) Operators in class, low in overtime.
- 2) The classified operator on shift.
- 3) Out of class qualified personnel who are low in overtime accumulation.
- 4) Out of class qualified personnel on shift.
- 5) The least senior in-class employee on shift may then be forced to cover the vacancy on an overtime basis.
- 6) Temporary vacancies of more than one (1) day in an Operator class which are occasioned by unexpected absence shall be filled in the following manner:
- 7) An in-class relief operator will first be assigned to the vacancy.
- 8) In the event that an in-class relief operator is not available for assignment, the vacancy may be filled by temporary promotion of lower classed, qualified personnel.

Overtime in an affected class shall be offered first to permanent employees prior to any temporary, full-time personnel.

The following designation of maintenance versus operating classes has been mutually agreed upon

relative to the implementation of Article 9, Section 6A:

MAINTENANCE

Automotive Equip. Oper. II

Chief Water Plant Maint.
Mechanic

Chief Water Reclamation Maint. Mechanic
Gas Leak Surveyor
Hydro Plant Maint. Supervisor

Laborer
Maintenance Worker
P.P. 1st Class Maint. Mech.
P.P. Maintenance Engineer
Plant Utility Worker
Regulator Technician
Utilities Crew Leader
Utilities Meter Repairer II
Water Production Crew Leader

OPERATIONS

Electric System Operator
Hydro Operator-Greenup
Hydro Operator-Meldahl

Plant Operator
Plant Utility Worker
Utilities Troubleshooter
Water Reclamation Operator I
Water Reclamation Operator II
Utilities Plant Maintenance Worker

Utility Plant Relief Operator
Maintenance Welder Fitter

For purposes of charging of overtime refused, Operators working on maintenance shall be treated the same as maintenance when offered maintenance overtime.

Operators working on maintenance shall be offered available end-of-shift overtime after the available overtime has first been offered to the assigned classified maintenance personnel and prior to a low employee. The intent of this provision is to retain on the overtime maintenance project those employees who have performed the work on a straight time basis rather than call in different employees.

Selection of operator personnel for weekend maintenance projects shall be on the basis of low employee.

9) In contacting employees for available overtime, an attempt to notify the entitled person by telephone will be made up to twelve (12) hours prior to the anticipated reporting time. Further attempts to contact a qualified employee will be made to cover the available overtime before an employee on shift is required to work a double shift. Failing in this, a qualified employee on shift may be required, if necessary, to perform the available overtime.

It is the understanding of the parties that overtime selection arrangements (both offer and acceptance or refusal) be concluded as efficiently and expeditiously as possible.

It is further understood that the twelve (12) hour provision contained within this section refers to the point of time at which the available overtime may be proffered to other than the classified employee lowest in overtime.

10) Effective 12:01 a.m. on January 1 of each year, overtime balances of employees shall all be reduced to zero (0). In that new calendar year, the first overtime opportunities shall be presented to the senior person (by class seniority) in the classification(s) in which the overtime occurs. Overtime selection thereafter shall be in accordance with appropriate provisions contained elsewhere within Article 9.

B. Overtime occurring at the end of a shift involving work crews on a specific job will be first made available to the employee on the job provided the anticipated overtime is not expected to exceed four (4) hours based upon the considered judgment of the Division Superintendent or his or her representative.

Where overtime occurs after the conclusion of a regular shift, the lowest employee (by total number of hours) in class will be offered the available overtime.

C. In those cases, determined by Management to be of an extreme emergency nature, the required employees will be contacted. The nature of extreme emergency shall be in the order of fires, floods, explosions, high wind storms, loss of service to hospitals, similar critical service interruptions, and mechanical failures that would lead to a loss of service.

The intent in this provision is to insure that work crews arrive at the trouble scene with a minimum of delay. In such cases, overtime accumulations will be adjusted to meet Working Policy requirements on subsequent, non-extreme emergency work.

In the event of an extreme emergency requiring overtime, attempts to secure classified personnel will be made in accordance with above provisions. Should these attempts fail to obtain the required number of personnel, the employee having the least amount of service in the needed classification(s) will be required to report for duty.

D. In view of the many circumstances that can arise in which an employee who is low in overtime accumulation may not actually work the available hours, it is possible, then, that a "spread" or hours differential may occur among certain employees within a given class. Management and the Union are equally committed to the principle of equalization.

In this context, the parties to the Agreement shall meet as needed, as determined by both parties, to review the status of overtime hours with respect to member employees and other hourly rated classes within the defined bargaining unit. Such meetings will provide an opportunity to determine the causes for such differentials and enable timely and effective corrective action to be taken. The causes of overtime grievances shall also be addressed at these meetings. It is understood that in view of the variances among different classes in the normal overtime hours available to a specific class, experience gained from the meetings will be necessary to determine what, in a given class, might constitute an excessive differential in the overtime standings.

E. Overtime accumulations shall be updated to reflect current overtime balances prior to the end of

the day shift on Wednesday. Such record shall reflect accumulative hours paid or refused on the basis of eight (8) (Greenup: twelve (12) hours per day or forty (40) per week).

In the event a fixed date holiday falls on Wednesday, the overtime status record shall be posted the preceding work day.

Employees may review overtime records upon request.

A record of overtime shall be made available to all employees by posting weekly in the appropriate plant or work area. Such records shall reflect accumulative hours paid or refused on the basis of eight (8) hours per day or forty (40) hours per week only.

- F. Employees promoted, demoted, or who otherwise change their classification will be assigned the highest amount of overtime hours for the employees in the new class.
- G. An employee who is absent from work due to illness, physical disability, or who is prohibited from working overtime because of physical limitations for one or more weeks will, upon his or her return to work or availability for overtime, have his or her overtime status adjusted in such a manner so as to maintain the identical relative position on the overtime list with respect to the standing of other employees on the list.

Section 7. In the event an employee is temporarily reclassified, he or she shall be eligible for available overtime falling within his or her temporary class. As the employee is temporarily reclassified, he or she will be assigned the number of overtime hours that is equivalent to the highest accumulation in the new class as reported in the most recent overtime recap report. The employee will not be eligible for available overtime falling within his or her permanent class during the period of reclassification. Upon return to his or her permanent class, the employee's overtime status will include all overtime hours worked during both his or her permanent and temporary appointments.

Section 8. Union officials or stewards that must refuse overtime to attend to Hamilton City Union business shall not be charged on the overtime list.

Section 9. Premium and pay provisions will be applied in accordance with the provisions of this Agreement provided the employee has worked or been in an approved pay status for the previous five (5) scheduled workdays.

An employee on an approved sick leave during any of the previous five (5) days may receive the premium overtime rates for the sixth or seventh days provided the employee has worked or been in an approved pay status the previous five (5) scheduled workdays.

An employee on an approved sick leave during any of the previous five (5) days may receive the premium overtime rates for the sixth or seventh days provided the employee produces valid evidence to justify his or her absence. The evidence to be required shall be determined by the City. The significance of this provision is to provide the City protection against the misuse of sick leave which could be more tempting when an overtime situation is involved. The Union agrees to support the City in its effort to control the misuse of sick leave in this or any other case.

Section 10. In the event of overtime refusal or the otherwise unavailability of employees in the appropriate class, overtime will be offered to employee(s) out of the class who are capable of performing the assignment(s).

Section 11. In those instances only wherein the overtime selection procedure is unclear or ambiguous as to its application to a given issue, and providing resolution of such issue is reached by discussion between the appropriate Supervisor and Steward or Officer of the Local, then said issue, as resolved, shall not then be the subject of a grievance filing.

Section 12. In no event shall an overtime or premium pay provided for in these sections be pyramided or duplicated. Thus, if two (2) or more of its overtime and/or premium pay provisions are applicable to the same hours of work, only the appropriate provision yielding the largest amount shall satisfy the requirements of all other applicable pay provisions. However, overtime and premium rates for all hours worked shall be computed on the applicable straight time hourly class rate plus any appropriate shift differential.

Section 13. It is the responsibility of the bargaining unit employees who are assigned duties which require the exercise of independent judgment to make overtime selection decisions to familiarize themselves with the overtime selection procedures of this Agreement. In addition, the Employer will provide training, as needed subsequent to a request from the Union, to assist these individuals in their understanding of the overtime selection and distribution process and to review and resolve problems that have arisen in the process.

Section 14. Compensatory Leave In accordance with the 1985 amendments to the Fair Labor Standards Act, employees of the bargaining unit may opt for compensatory leave in lieu of cash payment of overtime hours worked. The following administrative procedures shall govern the accrual and utilization of compensatory leave in lieu of cash payment:

- A. There shall be a maximum accumulation of eighty (80) hours per calendar year
- B. Hours of compensatory time shall be equal to pay hours at the appropriate overtime rate as would have been in effect when those hours were worked.
- C. An employee who intends to utilize the compensatory leave option must provide notification of such intent to bank these hours at the same time as the hours are worked. Requests to bank hours as compensatory time shall be indicated on the back of the time card and signed by the employee. Any overtime hours worked, where such option is not requested, will be paid.
- D. The requests for use of compensatory time shall be made on the same basis as vacation days.
- E. Any compensatory time accrued but not used by November 30th in each year shall be converted to pay as soon as practicable. Employees that accrue compensatory time during the last pay period of the current year (that is paid in the next year) and ends in the new year, would be able to accrue this compensatory time in the following year.

- F. Requests for compensatory leave utilization shall be in increments of four (4) hours when such use will not require overtime for fill-in.

Section 15. Sixteen Hour Rule. In the interest of employee well-being and to promote a safe work environment, the parties agree that employees shall be restricted to a maximum of sixteen (16) consecutive hours of work except in the following instances:

- A. In cases of extreme emergency when there is an interruption or loss of utility service to City customers and attempts to contact other eligible employees for relief are unsuccessful.
- B. In the event an employee is performing duties in a classification that requires continuous monitoring and no qualified eligible employees are available for relief.

In the event an overtime situation arises that will create or cause an employee to work in excess of sixteen (16) hours due to a conflict with his or her regular scheduled shift, the employee may choose to:

- A. Request vacation or personal time off to cover their regular scheduled shift, or
- B. Request to be off on unpaid time on their next regular scheduled shift.

If non-scheduled work results in an employee working for any period of time during the period between four (4) and seven (7) hours before the start of the employee's regular scheduled shift, then the employee shall have the option to take unpaid personal leave for the next regular scheduled shift or, if the employee chooses to work the next regular scheduled shift, time worked on that next regular scheduled shift shall be paid at one and one half (1½) times the regular rate.

An eligible employee, who is denied overtime, due to the consecutive hours of work limitation, shall not be charged on the overtime accumulation list.

ARTICLE 10. VACATIONS

Section 1. Employees subject to provisions of this Agreement shall receive vacation leave with pay as follows:

<u>Years' Continuous Service</u>	<u>Vacation Leave Allowance</u>
Less than one (1) year	None
One (1) year but less than seven (7)	80 hours
Seven (7) years but less than sixteen (16)	120 hours
Sixteen (16) years	160 Hours
Seventeen (17) years	168 Hours
Eighteen (18) years	176 Hours
Nineteen (19) years	184 Hours
Twenty (20) years	192 Hours
Twenty- One (21) years	200 Hours
Twenty-Two (22) years	208 Hours
Twenty-Three (23) years	216 Hours
Twenty-Four (24) years	224 Hours
Twenty-Five (25) years	232 Hours
Twenty-Six (26) years or over	240 Hours

Section 2. Employees shall submit their choice of vacation dates for the calendar year, January 1 to December 31, to their Supervisor before April 1 of each year. Vacations shall be selected according to the length of service in class except that in the Divisions of Gas and Water Distribution, divisional seniority shall govern. An employee, with the approval of his or her Supervisor, may change his or her selection of vacation periods after April 1 by notifying his or her Supervisor four (4) days in advance provided that he or she would not "bump" another employee.

Section 3. An employee on vacation, to include off days immediately preceding and subsequent to approved vacation dates, shall not be required to fill in on vacation provided that vacation schedules will be adjusted and no overtime will be created.

Section 4. Accrued vacation in excess of forty (40) hours not taken by January 1 of each calendar year shall be removed from the employee's credit. All accrued vacation carried over into the following year shall be used by April 1 or be forfeited.

Section 5. For those employees whose regularly scheduled work shift consists of a 12-hour work period, and who have accrued, but not used, hours of vacation and/or holiday pay which total less than twelve (12) hours, such hours may be carried forward into the next calendar year without reference to the written approval of the City Manager. Such total (of less than twelve (12) hours accrued leave balance) shall be subject to established management documentation procedures.

ARTICLE 11. SHIFT DIFFERENTIAL

The following differential rates shall apply to hours actually worked by employees assigned to a second or third shift schedule wherein the majority of the scheduled hours worked are between 2:00 p.m. and 8:00 a.m: seventy-five cents (\$0.75) per hour.

GREENUP: A "Lead Shift Differential" of forty cents (\$.40) per hour for each hour worked shall be paid to one senior qualified Hydroelectric Operator on shift. This lead shift differential pay will discontinue permanently August 31, 2021.

ARTICLE 12. EMPLOYEE BENEFITS

Section 1. Sick Leave

Employee shall earn one and one-quarter (1.25) days or ten (10) hours' sick leave for each month of active service to accumulate to a maximum of two hundred and fifty-five (255) days or two thousand and forty (2,040) hours.

An employee is required to have a doctor's excuse after (3) consecutive sick days or (5) unexcused occurrences in a calendar year. In those instances where an employee will be required to present a physician's certificate, the employee will be so notified of this fact in advance and in writing. Such written notification will apply to those next or future instances of sick leave usage. Employees shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive as to the condition of their health.

Whenever an employee's uncertified absences (uncertified means without a medical certificate or other suitable proof required by the City) for sick leave exceeding five (5) occurrences in any calendar year, a medical certificate or other suitable proof will be required for sick leave absences to be approved. If no certificate or proof is provided after five (5) occurrences, the employee's sick leave will not be approved. An employee will receive one (1) occurrence for each day the employee uses sick leave without a certificate or proof whether the employee uses for example one fourth ($\frac{1}{4}$) hour or eight (8) hours in one day.

Employees absenting themselves from work under the sick leave provisions of this Article for unscheduled sick leave absences are responsible for notifying management daily no more than twenty-four (24) hours and no less than thirty (30) minutes after start of his/her shift if no relief work is involved. If a relief work is involved, employee must notify management two (2) hours before start of shift. Employees' notification under this paragraph shall be personally, by telephone, to his or her immediate supervisor, the City answering service, or other method designated by his or her supervisor. Scheduled sick leave absences (e.g. surgeries, doctors' appointments, extended leaves of absences, etc.) shall be governed by

Article 13, Section 6. An employee on an extended sick leave absence is responsible for notifying Management one (1) day in advance of return to duty.

A. The City will supplement an employee's regular sick leave by providing compensation equal to one half his or her daily sick leave rate for a number of days corresponding to his or her sick leave accumulation existing at the time a disabling injury or illness caused his or her continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

- (1) The employee must have fully utilized his or her regular sick leave accumulation.
- (2) Sick leave accumulation must equal thirty (30) days at the point when the employee's continued absence began.
- (3) Eligibility for extended benefits will require a physician's certification.
- (4) Monies for extended sick leave benefits would not be payable upon retirement, death in service, or work-related fatality.
- (5) In instances of work-related injuries, extended sick leave benefits would not be applied when the employee is eligible for or is receiving weekly benefits under Workers' Compensation.

B. An employee, hired before November 14, 1994, who is eligible to and does retire shall be eligible to receive seventy-five percent (75%) of the value of his or her or her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

In the event of the death of an employee, hired before November 14, 1994, covered by this agreement for causes not related to the employee's job, a payment in the amount of seventy-five percent (75%) of the value of his or her accumulated sick leave shall be made to the surviving spouse, heir(s) at law or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

An employee, hired on/after November 14, 1994, who is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his or her accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

In the event of the death of an employee, hired on or after November 14, 1994, covered by this Agreement for causes not related to the employee's job, a payment in the amount of fifty percent (50%) of the value of his or her accumulated sick leave shall be made to the surviving spouse, heir(s) at law or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

- C. An employee who dies as a direct result of his or her employment with the City to the extent that his or her family is eligible to receive Workers' Compensation, then said family will be eligible to receive full payment of the employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1,200) hours.

- D. Notice will be provided at or near the beginning of each calendar year of employee sick leave balances.

Section 2. Facilities

The Municipality shall make reasonable provisions for the health and safety of member employees. Lockers and proper washroom facilities shall be provided and maintained.

The employee recognizes that the maintenance and reasonable care of issued equipment in his or her possession or provided for his or her use is his or her responsibility. Replacement of such articles will be effected through the employee's supervisor.

Section 3. Clean-Up Time

A wash-up period not to exceed fifteen (15) minutes will be provided near the end of the employee's shift for Plant Maintenance personnel and in the Division of Gas and Water Distribution.

Section 4. Lunch Period

Management will insure that employees will receive a lunch period during their regularly scheduled tour of duty. Consistent with a normal work schedule, such period will begin within the five and one half (5½) hour period following the start of the employee's tour of duty. If it becomes necessary to postpone the lunch period, the regular workday may be shortened by the length of the normal lunch period.

A paid lunch period not to exceed thirty (30) minutes within the regular eight (8) hour shift shall be provided to those employees in non-operating or maintenance classes falling within the bargaining unit.

Lunch periods may be subject to interruption due to work requirements of the employee's job.

Lunch breaks are subject further to the following conditions:

- A. Employees of the Divisions of Gas and Water will take their lunch to and eat on job site.

- B. Lunch periods are subject to scheduling by supervision.

Section 5. Coffee Break

In accordance with existing City policy, employees will be permitted one (1) ten (10) minute coffee break during the first four (4) hour period and the final four (4) hour period of the work shift.

Section 6. Clothing Allowance and Uniforms

- A. During the term of this Agreement, the City will provide to bargaining unit employees work uniforms consisting of eleven (11) sets of long sleeve shirts, eleven (11) sets of t-shirts, eleven (11) sets of pants, one (1) winter jacket, and one (1) Bib overall which such employees will be required to wear while on duty. The City will provide for the cleaning of the uniforms. Such uniforms will be replaced by the City on an as needed basis subject to City management approval.

During the term of this Agreement, the City shall pay every bargaining unit employee two hundred dollars (\$200.00) per year as an allowance for safety shoes and safety glasses as determined by the Municipality. Employees will be required to wear safety shoes and safety glasses while on duty. The allowance money will be paid on or before September 30 each year. All such articles issued by the City shall be worn by the employees during working hours and when traveling to and from work only.

- B. Monies paid by the City for the purchase of work clothing, safety shoes, or safety glasses will be subject to recovery should the employee resign within three (3) months following receipt of payments.

Section 7. Funeral Leave

In the event of a death of a person, not of an immediate relationship as provided, but who is a relative of the employee, leave pay of up to (1) eight (8) hour work day may be taken for funeral purposes. Those employees who are regularly assigned a twelve (12) hour shift may take four (4) hours of approved vacation, compensatory time, floating holiday, or report to work for the remaining four (4) hours at the beginning or at the end of work shift.

- A. In the event of death in the immediate family, a permanent employee shall qualify for funeral leave with pay for a total of (24 hours) for participation in funeral services or arrangements.

For the purpose of this section, immediate family is defined as: spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, parents or stepparents of spouse, grandparents of spouse or step-grandparents.

In the event of a death of a person, not of an immediate relationship as provided hereinabove, but who is a relative of the employee, leave with pay of up to one (1) eight (8) hour work day may be taken for funeral purposes.

In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation

credit, with the approval of the supervisor.

- B. Funeral leave, with pay, is intended to protect the employee against the loss of straight time wages only during a period of bereavement. Funeral leave with pay will not be granted for any period during which the employee is already in a paid or unpaid leave of absence status.

Funeral leave pay shall be provided to accommodate absence occurring only on days that the employee would otherwise have been scheduled to work and at the employee's class rate.

Funeral leave, as a result of the death of a member of the immediate family or otherwise, shall be taken within a seven (7) calendar day period of the date of the funeral.

The employee, as a condition of eligibility for funeral leave pay, shall submit proof of death and relationship when requested.

Eligibility is further conditioned upon the completion by the employee of a certificate as to the purpose of leave usage.

Leave requests meeting the conditions set forth in this section will be approved by the employee's supervisor.

- C. Use of funeral leave will not be charged against accumulated sick leave balances.

Section 8. Pension Plan, Hospitalization, and Medical Care

- A. The City shall provide to full-time permanent employees a plan of health insurance. The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: the City shall contribute no more than eighty-five (85%) percent of the total premium cost and the employees shall contribute at least fifteen (15%) percent of the total premium cost through payroll deduction.

The parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The Union recognizes the right of the Municipality to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or reduce premium costs.

The parties agree that the City may annually change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. Adjustment of deductibles and co-pays shall not be construed as a reduction in benefit levels.

The Union understands and agrees that any increase in the premium rates for health, medical, life and related insurance premiums shall be a factor considered in the total economic proposals for successor negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

- B. The parties agree that the Union may participate in a City-wide health insurance committee. The parties acknowledge that the purpose of the Committee is to work with City administration within the City's budget parameters to review insurance coverage and consider alternative coverage or benefits.
- C. In the event of an employee's death during active employment, the City will continue to pay its portion of premiums for the existing plan of health coverage which may have been in effect for a spouse or children during the month of death and for the next month following, provided that there is no other health care plan in effect.

Section 9. Holidays

- A. The annual holiday leave with pay allowance shall be one hundred and thirty-six (136) hours. The following shall be recognized as guaranteed holidays:

New Year's Day	Christmas Eve Day
Martin Luther King Day	Christmas Day
Good Friday	New Year's Eve Day
Memorial Day	Employee Birthday
Independence Day	Five (5) Personal Leave Holidays
Labor Day	
Thanksgiving Day	
Friday immediately following Thanksgiving	

- B. Employees will be paid eight (8) times their regular straight time hourly rate as holiday pay for full day holidays when such days occur or are celebrated on regular workdays. Employees in a non-pay leave status shall not be eligible for holiday pay for any holidays while on leave of absence.

(1) An employee will be eligible for holiday pay provided he or she works the last scheduled day prior to and the next scheduled workday following the celebrated holiday, but is not paid on regularly scheduled days off except as may be provided for in the guaranteed paid holiday arrangement.

(2) An employee on approved sick leave the day prior to or the day following the holiday may receive the appropriate benefits of holiday pay providing he or she produces valid evidence to justify his or her absence. The validity and kind of evidence required is at the sole discretion of the City. The significance of this provision is to give the City protection against the misuse of sick leave; the use of which could be more inviting to the employee when a holiday situation is involved. The Union agrees to support the City in its effort to control the misuse of sick leave in any case.

- C. For work performed on a holiday, employees will be paid double time the straight time hourly rate for each hour worked in addition to the appropriate holiday pay noted in Section 9-B and will be paid double time for hours worked in excess of eight (8) on such holidays.
- D. Operating personnel shall observe the calendar date of the holiday with regard to holiday and premium pay rather than the day observed when the two days differ. Non-operating personnel shall observe the “day observed” when it differs from the calendar day of the holiday.
- E. Permanent employees, during each full calendar year, shall be guaranteed seventeen paid holidays. Employees whose schedules provide for less than seventeen (17) paid holidays during the course of the calendar year will be guaranteed the seventeen holidays by receiving the holiday pay in an amount equal to the difference between the holidays observed by the employee and the seventeen guaranteed holidays. This provision is limited to continuous operating personnel wherein work schedules will not effectively permit observing another day off.

Differential holiday pay as provided in the above paragraph will be remitted in the pay for the period in which the holiday occurs.

Greenup and Meldahl: The guaranteed paid holidays shall be construed as one hundred thirty-six (136) hours for shift personnel.

- F. For holidays having fixed calendar dates, leave eligibility is conditioned upon the employee being in a pay status on the actual date of the holiday, e.g. Independence Day, Christmas Day.

Employees will be permitted to schedule their annual birthday and personal leave days as “floating” holidays.

Such “floating” holidays may be scheduled during the calendar year based upon the interests of the employee in keeping with both work unit scheduling practices and manpower necessities.

Although the birthday holiday may be scheduled and taken in a calendar year prior to the actual anniversary date of birth, this holiday will be considered as earned leave in that year providing the employee is in a pay status on the actual birth date.

The Personal Leave holiday shall be considered as earned leave upon completion of three (3) months’ service in a pay status during a calendar year.

Holiday leave taken but not earned shall be subject to recovery.

- G. Employees shall request use of a floating holiday not less than twenty-four (24) hours prior to the employee's regular starting time. The leave request will be either approved or disapproved as promptly as possible. The twenty-four (24) hour notice shall not apply in cases of unforeseeable emergency.
- H. Employees may use holiday leave in a minimum of four (4) hour increments.

Section 10. Life Insurance

- A. The City will arrange for a policy of group life insurance for active, permanent employees who have completed six (6) months' service with the City.
 - (1) The amount of life insurance coverage shall be an amount equal to one times the employee's annual wage or salary as provided in the Classification and Compensation Plan, but rounded to the next lower one-thousand dollar (\$1,000) increments.
 - (2) If the employee's annual wage or salary increases, the amount of his or her insurance coverage shall be redetermined in accordance with Section A(1) on an annual basis.
 - (3) A double indemnity provision for accidental death or dismemberment benefit will be provided.
 - (4) The Municipality will pay the total cost of the first ten thousand dollars' (\$10,000) coverage, which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary as shown in the Classification and Compensation Plan will be made available at a cost to the employee of fifteen cents (\$0.15) per month per thousand dollars' coverage.
 - (5) Should an employee not elect life insurance coverage on the basis of one times earnings, the City will provide a maximum of ten thousand dollars' (\$10,000) coverage to include accidental death and dismemberment protection.
- B. (1) The amount of death benefit on each employee retiring prior to January 1, 1970 will be one thousand dollars (\$1,000).
 - (2) Regular, full-time employees who retire on or after January 1, 1970 but prior to March 1, 1977 will be provided with a maximum of two thousand dollars (\$2,000) as a death benefit. The cost of said benefit shall be paid in full by the City.
 - (3) Regular, full-time employees who retire on or after March 1, 1977 will be provided with a maximum of four thousand dollars (\$4,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

Section 11. Merit Increases

Employees shall be eligible for consideration of their first merit adjustment upon the successful completion of the probation period following either original or promotional appointment. Consideration for subsequent merit adjustments will be provided each twelve (12) month period thereafter except that consideration for the final two (2) rate steps will be provided at six (6) month intervals.

Work time lost as a result of unpaid leaves of absence, whether approved or unauthorized, will not be counted in the time for implementing merit adjustments.

It is understood that satisfactory performance of class duties is a determining factor of merit.

Employees who merit an increase in pay and who do not receive such on the first pay following eligibility shall be entitled to retroactive pay equal to the difference in two (2) rates payable in the next pay.

Notice will be provided on a timely basis of pending changes in classifications, changes in job abolishment, and changes in pay range assignments. This requirement does not limit the ability of the Municipality to effect such changes but is intended only to serve as an informational need.

Section 12. Rain Provision

Rain gear is to be provided to all employees that are given outside work assignments. Emergency work will be performed at all times. However, management retains the right during periods of rainfall to instruct employees to remain at job site under shelter; to reassign employees to other job sites where rainfall is not occurring; or to indoor assignments during such periods of rainfall.

The Superintendent or designee shall determine when the outside temperature is fifteen (15) degrees or less, as shown by the temperature chart in the Utilities Conference Room at the Garage that all employees will work indoors. Emergency work will be performed at all times.

Section 13. Injury Leave

A. An employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and who is off work due to said injury for a continuous period of fifteen (15) calendar days, will be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury, provided the employee is diagnosed and treated by a doctor on a preferred provider list of workers' compensation doctors approved by the Municipality. After the employee has been off work for a period of fifteen (15) continuous days, the employee shall

receive his or her regular pay retroactive to the third (3rd) work day of the period of continuous absence. Two (2) work days of this period shall be charged against the employee's sick leave balance and the remaining work days for which injury leave is due shall be re-credited to the employee's sick leave account.

- B. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.
- C. Notwithstanding any other provisions of this Agreement, an employee on injury leave who is unable to perform his or her regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and the Employer's physician releases the employee to return to work under such conditions.
- D. The Employer shall have the right to demand proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for discharge.
- E. The City will continue premium payments on medical, surgical and life insurance benefits during any period of ILWP. The Municipality will pay premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.
- F. Seniority shall continue to accrue during any period of approved leave.

ARTICLE 13. GENERAL PROVISIONS

Section 1. Administration of Pay Ranges

At such time as the City of Hamilton grants a pay increase, such increase shall apply to maximum, intermediate, and minimum steps. If such increase is equal to a step increase or greater, there shall be a new maximum and minimum step but no increase in the number of steps.

Section 2. Shift Trades

With prior supervisory approval, employees assigned to a continuous operation may trade work shifts within their permanent classification. A shift trade must be completed within the same two (2) week payroll period.

It is agreed that the trading of shifts shall not give rise to nor form the basis of grievances dealing with the overtime and premium pay provisions of this Agreement.

Section 3. Temporary Appointments

Employees temporarily appointed or assigned to perform duties of a higher rated class will receive, beginning with the first work day of such assignment, the rate of pay which is identical and the same as that of the worker that he or she is temporarily appointed to replace. Provided that temporary appointment pay shall be capped at a pay step within the applicable pay range of Schedule F which would provide for increase as close to, but not less than, two dollars (\$2.00) per hour. If a temporary appointment is the result of a vacant position and the vacancy is not filled within ninety (90) days, the temporary appointment will cease to be subject to the cap. Employees temporarily appointed or assigned to perform duties of a higher rated class as an additional employee in that higher class will receive, beginning with the first work day of such assignment, a rate equivalent to one (1) pay step higher than his or her present rate or the first step in the range of the class to which he or she or she is temporarily reassigned, whichever is greater.

This provision is not intended to affect normal overtime that would occur. Ability and qualifications being equal, the senior employee in the eligible class shall be provided consideration for the temporary appointment.

Section 4. Range Adjustment

Members shall advance one step upon completion of their probationary period.. Service at each step thereafter shall be on an annual basis until the eighth (8th) step which shall be for six (6) months, followed by six (6) months at the ninth (9th) step and final advancement to the tenth (10th) step. Advancement shall be according to this schedule providing performance merits such consideration and the employee has successfully achieved licensing conditions where applicable. Nothing in this section prohibits the Employer from placing a new employee at a step higher than step one, or advancing an employee at a faster than annual rate.

In the event of an employee promotion which results in a pay range increase of one or more pay ranges, management will place that employee in the pay step in the new range that provides a minimum increase of 5 percent over their present rate.

In the event that an employee wishes to take a voluntary demotion, management will place that employee in the step in the new range that is the least amount of rate reduction.

Section 5. Disabled Employee

In the event an employee covered by this Agreement becomes physically unable to satisfactorily and safely perform the regular duties of his or her classification, an effort will be made by the City to find work of a less strenuous nature for which he or she is qualified. It is understood that a job vacancy must be available and that the employee must be qualified and capable of performing the duties of the new classification. The employee will be compensated at a rate appropriate to the new class to which he or she is appointed.

Section 6. Supervisors Working

Supervisors shall not perform work normally assigned to the bargaining unit at any time except to instruct an employee in the work of his or her classification or to relieve an emergency involving hazard to an employee or in an emergency to prevent equipment or installation damage as a last resort. The demonstration or instruction of in class duties is not intended to relieve the employee of the responsibility for actual performance of assigned tasks.

The parties recognize the importance of the Hydroelectric Generation Plant. Accordingly, in the event that a bargaining unit employee cannot be obtained, plant operations will be assumed by a management representative in lieu of a shutdown.

Section 7. Employee Responsibility

Employees are responsible for maintaining their work stations in a clean and orderly fashion. Operating personnel shall regularly observe all equipment under their supervision to ensure proper operation and thoroughly understand the operation of all equipment under his or her jurisdiction. Employees are responsible for reporting any unusual happening or occurrence on their shift. If the incident is of a serious nature, the operator on duty will notify supervision without delay.

Operating personnel shall not leave their assigned work station without proper, qualified relief.

Section 8. Consecutive Off-Days

Management will attempt to schedule shift operations such that two (2) consecutive off-days are provided. Notice will be provided the Shop Steward in the event this cannot be accomplished.

Section 9. License Examinations

The Municipality will reimburse the employee for the cost of a license examination providing the employee successfully passes the examination requirements.

The City will provide up to eight (8) hours time off with pay at straight time hourly class rate to those employees who attend and successfully complete a state license examination when such certification is required for the performance of their class duties. Advance notice to supervision shall be provided for such absence.

Paid leave for license examination purposes shall be advanced on either a floating holiday or vacation leave basis until notice of successful test completion is received, at which time the employee's holiday or vacation leave balance shall be recredited.

The City agrees to the reimbursement of course fees for courses taken which are job-related or for advancement, provided such courses have prior approval in writing to the employee from his or her Department Director.

Where examinations and licenses are required for advancement, employees may be given time off, up to eight (8) hours with pay at the straight time hourly class rate, for attendance at and successfully completing a state license examination. Such employee must be classed in a lower rated classification and the license must be for job-related advancement. Approval must be obtained in writing and in advance from the Director of the employee's department.

In the divisions of Electric Production, Water Production and Water Reclamation, the Municipality will reimburse the employee upon successful completion of examination requirements for the cost of the application fee, and for the cost of necessary license renewal.

Employees, who hold maintenance classifications which do not require a state certification or license but work in a classification series that allows them to promote to a classification requiring state certification or licensure, shall be eligible for a one (1) pay step increase upon successfully obtaining a state certification or license which is pre-approved by the City and required for promotion within their division. Eligibility for further merit increases will not be affected by such advancement and will continue to be calculated on an annual basis from the date of the employee's last merit increase. Employees who obtain a pre-approved state certification or license and have reached the top step of their pay range shall receive a one (1) time lump sum payment of five hundred dollars (\$500.00). This paragraph does not apply to employees who demote from a classification requiring certification or licensure to a classification not requiring certification or licensure.

Section 10. Personnel Records

A letter of warning issued by an Appointing Authority to an employee is to serve as an instructional device to inform and advise the employee. Such notices, when issued, will become a part of the employee's central record file for a period not to exceed one (1) year from date of issuance.

Records of any suspension received by an employee shall be purged from his or her personnel file two (2) years from the date said suspension was received by the employee provided said employee incurs no additional discipline of the same nature during the two-year period.

Records of any written warning or of any suspension presently in an employee's personnel file at the time of the execution of this Agreement shall likewise be purged providing the records meet the criteria for purging as set forth above.

Section 11. Appointments

Except as otherwise provided in this Agreement, appointments shall be made in accordance with the Civil Service Rules and Regulations which provide the Appointing Authority the right to appoint to a vacancy from an eligible listing of three candidates.

The appointment of an eligible holding other than the topmost position on the certified list will cause notice to be provided to the Business Manager.

Appointments may be reviewed by the Civil Service Commission for appropriateness.

All job openings pertaining to the various represented divisions shall be posted in the respective plants and/or Municipal Garage.

Advance notification to the Union will be provided with reasons provided in the event of a change or alteration to class descriptions for positions represented by the Union.

Rank standing on promotional eligibility lists for represented classes shall be determined only by passing test score with the addition of appropriate seniority credits.

Section 12. Use of Alcoholic Beverages Prohibited

No employee shall report to work under the influence of or have in his or her possession or consume or use during duty time any alcoholic beverage or illegal narcotic drug, barbiturate, amphetamine, hallucinogen, harmful intoxicant, or dangerous drug.

Section 13. Agreement Terms All Inclusive

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and

agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.

Section 14. Agreement Availability

A final draft incorporating negotiated amendments to an existing labor agreement will be referred by the City of Hamilton to the Business Manager, Local 20, IUOE, or his or her designated representative, no later than ten (10) working days following final ratification action.

Section 15. (Federally Required Anti-Drug Program)

As contained in the Department of Transportation Final Rule 49, CFR, Part 199, the Employer has implemented an Anti-Drug Program. That program must apply to all bargaining unit positions. That program includes:

- A. Drug screening, which complies with the requirements outlined in 49 CFR, Part 40 for:
 - 1) Pre-hire drug screening to include pre-transfer screening for persons requesting an initial transfer into positions covered by the policy.
 - 2) Random drug screen testing to achieve an annualized rate of testing consistent with federal regulations.
 - 3) Post-accident drug screening.
 - 4) Reasonable cause drug screening.
- B. Designation and utilization of a Medical Review Officer, a licensed physician, who shall exercise medical control of medical and clinical aspects of the plan.
- C. An Employee Assistance Plan with appropriate supervisory training in its use and publication to work sites of the plan.
- D. Administrative policies which assure that persons who fail or refuse such testing will not be hired and which require that persons who refuse or fail such drug tests shall be removed from functions covered by these standards and may receive disciplinary action up to, and including, termination.

ARTICLE 14. UNEMPLOYMENT COMPENSATION

Employees of the City of Hamilton shall be entitled to Unemployment Compensation under the laws of the State of Ohio for any period of unemployment due to layoff for lack of work or lack of funds.

ARTICLE 15. CHANGETO OPERATIONS

Section 1. Layoff & Recall

When it becomes necessary, due to a lack of work or funds or job abolishment, to reduce the number of employees in the bargaining unit, the Employer shall determine the number of positions by classification and the following layoff procedure shall be followed.

The Employer shall notify the employee with the least total continuous seniority from most recent date of continuous hire as a permanent employee with the City of Hamilton that they are to be laid off.

The Employer shall lay off in the following order. First, employees holding appointment in categories of temporary, intermittent, temporary part-time, seasonal, provisional, casual and probationary, and then permanent.

Bumping Rights. Employees may displace (bump) the least senior bargaining unit employee in a lower classification in the same classification series provided that the employee has more seniority than the employee displaced and provided that the employee doing the bumping had previously held the lower class by a permanent or temporary appointment of at least sixty (60) consecutive calendar days. In each case, the employee must be presently qualified to perform the work.

Such bumping rights shall occur in units represented by the IUOE, Local 20. In addition, persons who had previously held the position of Meter Reader shall be permitted to bump in the Metering unit.

Classification Series. Not more than ninety (90) days after the signing of this Agreement, the work-site Labor Management Committee within each division shall develop a classification series ladder which shall include all of the positions utilized in that work unit. Each series shall be arranged to show which classes are lower and the line of progression if an employee is bumping down.

Preferential Hiring List. The City shall establish a Preferential Hiring List which shall remain in existence for two years following any layoff. The list shall be in the order of total City seniority. In the event that the City determines that it will fill any positions normally filled by open means, the City shall offer the available work first to the topmost person on the Preferred List who is fully able to do that work. The list shall be used to fill vacancies in positions which include, but are not limited to, Laborer, Building Service Worker and Maintenance Worker.

Any person who has been passed over on a Preferred Eligibles list because he or she was not capable of performing a particular job shall remain on the list for consideration if other openings occur. A person who has declined appointment shall be removed from the list.

The Employer shall give the effected employees fourteen (14) calendar days' written notice of their layoff unless a longer time frame is otherwise required by statute.

Employees who are laid off shall have recall rights to the position from which they were laid off for a

period of two (2) years. Employees shall be recalled in the inverse order of layoff. An employee to be recalled shall be notified by certified letter/return receipt of the offer of recall. The letter shall be mailed to the employee's last known address. A recalled employee shall be allowed ten (10) calendar days from receipt of the notice to return to work. An employee failing to return to work within ten (10) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his or her latest mailing address. Each employee who may have an interest in any position unrelated to the classification series from which he or she was displaced, shall provide the Department of Civil Service and Personnel with an updated listing of qualifications, credentials and types of interest.

In the event of a tie among two (2) or more employees with respect to the order of layoff or recall, the affected employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of employees subject to this Agreement, notwithstanding any contrary provision of the Ohio Revised Code or rules of the Hamilton Civil Service Commission.

Section 2.

If, for reasons of lack of funds, the Municipality during the term of this Agreement initiates a work force reduction by means of layoff of members of the bargaining unit, Union and Management agree to open discussions for purposes of negotiating severance pay for employee so affected.

The Municipality will provide the Union with a thirty (30) day advance written notice of pending layoff(s).

Section 3.

This Agreement shall be binding upon Employer's successors, assigns, purchasers, or transferees, whether such succession, assignment, or transfer be effected voluntarily or by operation of law.

If only a portion of Employer's business covered by this Agreement is sold, assigned or transferred, either voluntarily or by operation of law, this Agreement shall continue to apply to the remaining portion of the business retained by Employer and to that portion of the business so sold, transferred, or assigned.

ARTICLE 16. DISCRIMINATION

The parties agree that all persons shall receive equal employment opportunities regardless of race, color, religion, creed, sex, national origin, handicap status, membership or non-membership in a labor organization, grievance activity, and otherwise within the framework of federal law regarding age discrimination.

The Municipality shall have the right to use its own discretion in the matter of choosing employees for attendance at training courses.

ARTICLE 17. LABOR RELATIONS - A CONTINUOUS PROCESS

Section 1.

The parties agree that in the interest of promoting harmony and understanding, periodic meetings will be conducted involving the management of its various operations and its divisions with the elected representatives and Business Manager of Local 20, IUOE.

Appropriate agenda items may include matters relating to safety, productivity and cost control within the work environment.

Section 2.

In view of the diversity of operations falling within the scope of the bargaining unit, the parties recognize the value in the development of certain policy guidelines which act to interpret provisions of this Agreement and facilitate their application to questions or issues peculiar to a specific area of the bargaining unit.

It is the intent of the parties that all such interpretive guidelines be developed with the direct involvement of the Business Manager of Local 20, and the City's designated representatives.

No such interpretive guideline shall be in contravention to any provision of this Agreement.

ARTICLE 18. ATTENDANCE POLICY

Existing policy requires that an employee notify management in advance of the scheduled shift start when said employee is absent from work. This policy also requires an employee to notify management in advance of the scheduled start of the work shift when this employee will be late in reporting to work. Generally, these provisions are most relevant to unscheduled absences.

There are two situations which occur relative to tardiness. The first, involves an employee who has not called in before the start of the work shift as is required by existing policy. The second applies to an employee who calls in before the start of his or her work shift:

Section 1. a. Employee Fails to Call in Before Start of Work Shift:

An employee who is tardy and has not called in before the start of his or her scheduled work shift will be considered to be in an unauthorized leave status.

The first occurrence of this type tardiness will result in the employee receiving a verbal reprimand and being docked pay as below.

A second occurrence within a twelve (12) month period will result in the employee not being permitted to go to work thereby forfeiting eight hours pay, and also, it will result in the employee receiving a written reprimand from the Supervisor.

A third occurrence within a twelve (12) month period will result in an automatic three-day suspension without pay.

A fourth occurrence within the twelve (12) month period will result in the scheduling of a pre-disciplinary conference with the employee being recommended for dismissal from service with the City of Hamilton.

Section 1.b. Employee Fails to Call In Before Start of Work Shift and Fails to Show. (No Call/No Show)

When an employee does not report to duty as scheduled and has not called in before the notification deadline of the start of their scheduled work shift, they shall be considered in an unauthorized leave status and classified as a “No Call/No Show” absence. Two (2) consecutive days of a “No Call/No Show” are two (2) separate occurrences.

The first occurrence of this type of absence shall result in the employee receiving a Written Reprimand and shall be docked an appropriate amount of pay in accordance with the length of time they are absent from their scheduled work shift.

The second occurrence within a twelve (12) month period shall result in the employee not being permitted to go to work, thereby, forfeiting their pay for that scheduled work shift. The employee will be issued a Notice of Final Warning for the second occurrence. The Notice of Final Warning for a “No Call/No Show” absence shall remain active for twenty-four (24) months.

An occurrence within a twenty-four (24) month period after receiving a Notice of Final Warning for a “No Call/No Show” absence shall result in the scheduling of a pre-disciplinary conference with the employee being recommended for dismissal from service with the City of Hamilton.

Section 2. Employee Calls in Before Start of Work Shift as required

When an employee is tardy and has notified management in advance of the start of the scheduled work shift, a different set of circumstances will initially occur.

The first occurrence of such tardiness will be considered to be an excused absence; however, the employee will be docked an appropriate amount of pay in accordance with the length of time he or she is tardy.

If the crew is still at the garage or in other positions that do not require relief, the employee will be docked for lost time in increments as follows:

<u>Period Late</u>	<u>Time Docked</u>
0 - 15 minutes	¼ hour
16 - 30 minutes	½ hour
30 - 60 minutes	1 hour

In the event the crew has left for the job site and the employee must be transported by a Supervisor to the site, the employee's time for pay purposes will be started when he or she reaches the job site. Again, the amount of pay which will be docked will be figured in time increments as above.

In the event an employee has a second occurrence of tardiness within a thirty-day period, even though he or she has called in, the employee will receive a verbal reprimand from the Supervisor. Appropriate loss of time policy will be in effect as described above.

In the event an employee has a third occurrence of tardiness in this manner within a ninety-day period, the employee will be issued a written reprimand concerning the violation of Departmental attendance policies.

In the event the employee has a fourth occurrence of tardiness within a six-month period, the employee will be considered for disciplinary action involving a minimum three-day suspension without pay. In this particular situation, such disciplinary action will be meted out after a pre-disciplinary conference is scheduled by management.

If additional tardiness occurs within a one (1) year period, the employee will again be subject to disciplinary action up to and including dismissal from employment with the City. Such disciplinary action will be meted out after a pre-disciplinary conference is scheduled.

Section 3. An employee will not be disciplined under Section 2 of this Policy if the employee has six (6) or fewer unscheduled absences for any time off, including, but not limited to, vacation, sick leave, compensatory leave, holiday leave, and funeral leave within a twelve (12) month period. Any unscheduled time off above six (6) within a twelve (12) month period will result in the discipline set forth in Section 2 of this Article unless the absences are required by a law such as the Family and Medical Leave Act and the Americans with Disabilities Act. One (1) unscheduled absence will be counted for each day the employee uses leave time that is unscheduled without one-day's notice whether the employee uses four (4) hours, eight (8) hours in one day, or some other amount of time. The provisions in the immediately preceding three (3) sentences are not applicable to discipline under Section 1 of this Policy.

Section 4. Excessive absenteeism or tardiness results in disruption to the scheduled activities, an excessive waste of supervisor and management time in transporting employees to job sites, and further results in a hardship on other employees who are available for work at the start of their work shift as required.

ARTICLE 19. GENERAL WAGE, RATE/CLASS ADJUSTMENTS

Section 1. General Wage Rate Adjustment

The following rate/class changes shall be:

- A. All employees shall receive a two percent (2%) across the board wage increase effective from the beginning of the pay period that includes September 1, 2020 with no performance metrics requirements.

- B. All employees shall receive a one and one-half percent (1.5%) across the board wage increase effective from the beginning of the pay period that includes September 1, 2021 & 2022. All employees shall receive a one percent (1.0%) performance-based increase effective from the beginning of the pay periods that on September 1, 2021 & September 1, 2022, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance-based criteria in Section 2 for each year.

Section 2. Performance-Based Criteria

The entire bargaining unit must meet or exceed 60% the following metrics to receive the performance-based increases set forth in Section 1(D) and (E) of this Article.

METRIC	STANDARD	VALUE
Lost time hours	0 lost time hours	10%
Lost time incidents	0 lost time incidents	10%
Unscheduled time off	No more than 3 occurrences (1 occurrence = any increment of time off with less than one day's notice) of unscheduled time off on average/per employee	20%

Reliability	<p>Average reliability based on:</p> <ul style="list-style-type: none"> - Average number of customers and hours and amount of time customers are without gas service for repairs not to exceed 10% – 5% of Reliability Value; - Average number of customers and hours and amount of time customers are without water service for repairs not to exceed 10% – 5% of Reliability Value; and - Annual generation capacity of both Greenup and Meldahl Hydroelectric Plants greater than or equal to 50% of annual nameplate generation capacity of both Plants – 15% of Reliability Value 	20%
Overtime availability ratio (Ratio between total overtime calls accepted and total overtime calls made)	Overtime availability ratio must be greater than or equal to 75% of overtime calls accepted for the entire bargaining unit. E.g. If the total overtime calls made were 8 and the total calls accepted were 6, then the overtime availability ratio is 75%	25%
Attendance Policy Violations	Less than 5% of the bargaining unit receives either a suspension or dismissal for occurrences under Article 18 - Attendance Policy per year	15%

Section 3. Training Stipend

Persons actually performing the cross-training of other employees will receive a fifty cent (\$.50) per hour training stipend. This amount shall be a flat pay supplement which is applied when the worker is actually involved in training another person and shall not be compounded by other premium pays, overtime, or shift differential.

ARTICLE 20. SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any federal, state or municipal law, or order by a court of competent jurisdiction, or federal or state administrative ruling, all other provisions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 21. NO STRIKE OR LOCKOUT

- A. No employee, during the term of this Agreement, shall engage in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.
- B. Neither the Union nor its officers or agents, during the term of this Agreement, shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing), or any other interference with the work and statutory functions or obligations of the Employer.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, partial strike, slowdown, sit-down, sit-in, cessation, work stoppage or similar refusal to perform work, picketing (except for lawful informational picketing) or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
 - 1) Publicly disavow such action by the employees;
 - 2) Advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
 - 3) Notify employees, including its local officers and representatives, of its disapproval of such action and instruct such employees to cease action and return to work immediately;
 - 4) Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

- D. In addition to any other rights and remedies provided by law, and notwithstanding any provisions of O.R.C. Chapter 4117 to the contrary, the Employer may discharge or otherwise discipline an employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.
- E. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- F. Upon expiration of this Agreement and expiration of the impasse resolution procedures of this Agreement or applicable provisions of O.R.C. Chapter 4117, the employees, after 10 days' written notice, will have the right to strike as provided by law.

ARTICLE 22. RETIREMENT CONTRIBUTION PICK-UP **"SALARY REDUCTION METHOD"**

Consistent with interest, as expressed by the Local 20 Negotiations Committee, City will proceed to develop a program whereby Employer will "pick-up" the employee share of the Pension contribution by means of the "salary reduction method."

The purpose of said program is to permit employee utilization of certain federal tax deferral benefits.

Said program will neither reduce the employee's class rate nor subject City to an increase in costs.

It is understood that implementation of said program cannot be retroactive.

Implementation is further subject to approval and authorization by appropriate federal and state agencies.

It is understood that members of the bargaining unit will, for purposes of the retirement system employee contribution "pick-up" program, be considered as a distinct group; all members of which will be required to participate in said "pick-up" program.

ARTICLE 23. FILLING OF VACANCIES

Section 1. Vacancies to be filled within the bargaining unit shall normally be filled by transfer or promotion of bargaining unit personnel.

The filling of a vacancy with an existing bargaining unit member under the terms of this Article shall be deemed a promotion if the bargaining unit member taking the vacant position receives an increase in wages, and it shall be considered a transfer if the bargaining unit member does not receive an increase in wages. The filling of a vacancy with a bargaining unit member shall not be deemed an original appointment.

Qualified bargaining unit members shall be first considered within the division, then within the department, and then across the entire bargaining unit. Qualified bargaining unit members shall be ranked within the respective division, department, or bargaining unit according to Division, Department, or City Service seniority.

Section 2. When a vacancy is to be filled the Employer shall post a notice in each division covered by this Agreement for a period of not less than ten (10) days. An employee interested in the position shall notify the Employer of his or her interest on a proper form provided by the Employer not later than five (5) days after the conclusion of the posting period.

Section 3. When a vacancy is to be filled, a list of not less than three qualified bargaining unit members from within the –bargaining unit shall be used to fill the position. Selection shall be made from among the three (3) most senior members willing to accept the position.

Section 4. An appointing authority may appoint a person to fill a position within the bargaining unit from any list developed under this provision irrespective of whether the list has fewer than three names.

Section 5. The City may temporarily fill any bargaining unit position pursuant to Article 13 pending the bidding and filling provisions of this Article.

Section 6. An employee who has resigned in good standing may be considered for reinstatement if a vacancy exists in the same or similar classification within one year of the date of his or her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

ARTICLE 24. TRANSFERS AND VOLUNTARY DEMOTIONS

Section 1. An employee wishing to transfer, or to take a voluntary demotion, within his or her classification, or pay range, from one division to another, may request a transfer or demotion in writing through the Civil Service and Personnel Department. Transfers of bargaining unit personnel shall be governed by the provisions of this Agreement; civil service law and regulation shall not apply. Employees transferred to another division will begin anew their seniority status relative to this position as it relates to the employees in the division to which they are transferred. Transferred employees will not lose their seniority status relative to the general benefit plans of the City.

Section 2. Employee transfer requests will be valid for a period of one (1) year from the date of the written request. Such requests may be renewed for additional annual periods.

Section 3. IUOE bargaining unit members shall be given priority consideration for transfer to positions which occur within the bargaining unit, before other City employees or outside appointees are offered the positions. However, nothing contained herein shall be construed as giving priority consideration to transferees over other bargaining unit employees.

ARTICLE 25. DISCIPLINE

Bargaining unit members may be disciplined for just cause. Discipline includes a recorded oral warning, a written reprimand, suspension, demotion, and discharge. No bargaining unit member shall be suspended, demoted or discharged without first receiving a pre-disciplinary hearing before his or her respective Superintendent. Actions of suspension, demotion, or discharge may be issued only by the Director. Recorded oral warnings and written reprimands may be issued by the Superintendent, and/or the Director. All discipline must meet the burden of just cause and subject to the grievance procedure. Discipline shall be issued in a progressive manner, except when the misconduct is of such a serious nature that a more severe penalty would be appropriate. New employees serving an initial (1) year probationary period may be disciplined, or removed, and shall have no right of appeal or review under this contract.

ARTICLE 26 NATIONAL TRAINING FUND

In order to provide the latest training to our members and City employees, the City will contribute four dollars (\$4.00) per bargaining unit member per pay period to the National Training Fund (NFT) of the IUOE.

ARTICLE 27 DURATION OF AGREEMENT

Section 1. Length of Agreement/Right of Termination

The wages, benefits, terms, and conditions of employment set forth in this Agreement shall remain in effect from September 1, 2020 through August 31, 2023, unless either party gives written notice to the other party in accordance with the provisions of Ohio Revised Code at 4117.14(B).

Section 2. Rights of Parties at Impasse

If a notice to terminate has been given by either party, and a successor agreement has not been made between the parties, the parties shall have the respective rights as follows:

The union, and its bargaining unit members, shall have, provided it has given ten (10) days prior written notice, the right to engage in a strike against the City. Written notice of its intention to strike shall be given by certified mail to one or more of the persons named in Section 3 of this Article, ten (10) days, or more, prior to October 1. The notice shall state the date and time the strike shall commence. If the union does not engage in a strike at the time and date set forth in the strike notice, or if it engages in a strike and suspends the strike before a successor agreement is made, the union shall, if it intends to strike, issue a new strike notice which shall state the date and time the strike shall commence, which shall not be sooner than ten (10) days after the date set forth in the original strike notice and not sooner than ten (10) days after the date the new notice is given. Each successive strike notice shall contain a statement of the date and time the strike shall commence which date and time shall not be sooner than ten (10) days after the date and time set forth in the last prior notice, and not sooner than ten (10) days after the date the new notice is given.

Section 3. Service of Notice

All written notices referred to in this Article shall, if given by the City, be mailed by certified mail to any one, or more, of the following persons at the address stated:

Richard Gerrein, Business Manager
IUOE, Local 20
1150 W. Eighth Street, Suite 205
Cincinnati, Ohio 45203

All written notices referred to in this Article shall, if given by the Union, be mailed by certified mail to any one, or more, of the following persons at the address stated:

Office of City Manager
City of Hamilton
One Renaissance Center
345 High Street
Hamilton, Ohio 45011

Notice shall be deemed to have been given on the date of mailing. Notice mailed to any one of the persons named herein shall be sufficient notice to the other party to effect the purpose of the notice.

Section 4. Duty to Bargain

The duty to bargain set forth in this Article does not compel either party to enter an agreement or to make a concession.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by their authorized representatives on this _____ day of _____ 2020 .

FOR:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 20**

CITY OF HAMILTON, OHIO

Richard Gerrein,
Business Manager

Joshua A. Smith,
City Manager

J. Chad Merz
Steward

Dan Moats
Director Utility Operations

Approved as to Form:

James E. Williams
Director of Public Works

Letitia M. Block, Law Director

HOURLY: SCHEDULE E

Classifications
Represented by
I.U.O.E., Local 20

<u>CODE</u>	<u>CLASS TITLE</u>	<u>RANGE NO.</u>
125.2	Auto Equipment Operator II (Gas Water)	25-A
364	Chief Water Reclamation Maintenance Mechanic	30-A
343	Chief Water Reclamation Operator	29
365	Chief Water Plant Maintenance Mechanic	28-A
338	Chief Water Plant Operator	29
320	Electric System Operator	29-A
131	Gas Leak Surveyor	27
391	Hydro Plant Maintenance Supervisor	31
392	Hydroelectric Operator (changes to 28-A 9/1/2021) then 29-A 9/1/2022)	27
329	Instrument Technician	29-A
108.2	Laborer (Public Utilities)	23
183	Maintenance Welder-Fitter	30-A
114.3	Maintenance Worker (Water and Water Reclamation)	24
114.4	Maintenance Worker (Water and Gas Distribution)	24
6225	Meldahl Plant Operator	30
6162	North Water Plant Operator	30-A
6182	Plant Operator	29-A
6181	Plant Utility Worker	24
359	Power Plant 1st Class Maintenance Mechanic	29-A
362	Power Plant Maintenance Engineer	31
130	Regulator Technician I	25-A
130	Regulator Technician II	27
161	Utilities Crew Leader	28-A
163	Utilities Meter Repairer II	27
311	Utilities Troubleshooter	26
6163	Utility Plant Relief Operator (Class I license)	27
6163	Utility Plant Relief Operator (Class II license)	28-A
6163	Utility Plant Relief Operator (Class III license)	30-A
363	Water Reclamation Plant Maintenance Mechanic	28-A
341	Water Reclamation Operator I	26
342	Water Reclamation Operator II	28-A
366	Water Production Crew Leader	28-A
366	Water Production Crew Leader (Class III license)	30-A

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2019 (If Performance Metrics Met 9/1/18 and 9/1/19)

RANGE	1	2	3	4	5	6	7	8	9	10
15										
<i>Hour</i>	16.60	17.09	17.60	18.13	19.26	20.11	20.93	21.34	21.62	22.30
<i>Annual</i>	34,528	35,547	36,608	37,710	40,061	41,829	43,534	44,387	44,970	46,384
16										
<i>Hour</i>	16.91	17.46	17.99	18.51	19.65	20.55	21.37	21.62	21.99	22.53
<i>Annual</i>	35,173	36,317	37,419	38,501	40,872	42,744	44,450	44,970	45,739	46,862
17										
<i>Hour</i>	17.17	17.68	18.21	18.75	19.97	20.78	21.69	21.99	22.26	22.85
<i>Annual</i>	35,714	36,774	37,877	39,000	41,538	43,222	45,115	45,739	46,301	47,528
18										
<i>Hour</i>	17.53	17.97	18.57	19.08	20.28	21.15	22.02	22.26	22.56	23.22
<i>Annual</i>	36,462	37,378	38,626	39,686	42,182	43,992	45,802	46,301	46,925	48,298
19										
<i>Hour</i>	17.69	18.22	18.77	19.34	20.62	21.38	22.31	22.56	22.90	23.64
<i>Annual</i>	36,795	37,898	39,042	40,227	42,890	44,470	46,405	46,925	47,632	49,171
20										
<i>Hour</i>	17.88	18.43	19.01	19.56	20.80	21.73	22.65	22.90	23.34	24.11
<i>Annual</i>	37,190	38,334	39,541	40,685	43,264	45,198	47,112	47,632	48,547	50,149
20-A										
<i>Hour</i>	18.08	18.63	19.17	19.74	21.02	21.90	22.82	23.16	23.51	24.42
<i>Annual</i>	37,606	38,750	39,874	41,059	43,722	45,552	47,466	48,173	48,901	50,794
21										
<i>Hour</i>	18.22	18.77	19.32	19.91	21.18	22.07	22.99	23.34	23.83	24.67
<i>Annual</i>	37,898	39,042	40,186	41,413	44,054	45,906	47,819	48,547	49,566	51,314
21-A										
<i>Hour</i>	18.39	18.96	19.53	20.11	21.38	22.31	23.22	23.51	24.11	24.94
<i>Annual</i>	38,251	39,437	40,622	41,829	44,470	46,405	48,298	48,901	50,149	51,875
22										
<i>Hour</i>	18.52	19.06	19.62	20.20	21.51	22.36	23.36	23.83	24.38	25.20
<i>Annual</i>	38,522	39,645	40,810	42,016	44,741	46,509	48,589	49,566	50,710	52,416

22-A										
<i>Hour</i>	18.74	19.30	19.91	20.51	21.80	22.70	23.73	24.14	24.63	25.58
<i>Annual</i>	38,979	40,144	41,413	42,661	45,344	47,216	49,358	50,211	51,230	53,206
23										
<i>Hour</i>	18.92	19.49	20.10	20.69	22.02	22.89	23.84	24.38	24.90	25.96
<i>Annual</i>	39,354	40,539	41,808	43,035	45,802	47,611	49,587	50,710	51,792	53,997
23-A										
<i>Hour</i>	19.11	19.68	20.26	20.87	22.23	23.15	24.14	24.63	25.30	26.35
<i>Annual</i>	39,749	40,934	42,141	43,410	46,238	48,152	50,211	51,230	52,624	54,808
24										
<i>Hour</i>	19.25	19.82	20.43	21.09	22.40	23.36	24.39	24.90	25.64	26.82
<i>Annual</i>	40,040	41,226	42,494	43,867	46,592	48,589	50,731	51,792	53,331	55,786
24-A										
<i>Hour</i>	19.53	20.11	20.71	21.31	22.70	23.73	24.72	25.30	26.04	27.12
<i>Annual</i>	40,622	41,829	43,077	44,325	47,216	49,358	51,418	52,624	54,163	56,410
25										
<i>Hour</i>	19.71	20.29	20.89	21.54	22.90	23.86	24.94	25.64	26.52	27.57
<i>Annual</i>	40,997	42,203	43,451	44,803	47,632	49,629	51,875	53,331	55,162	57,346
25-A										
<i>Hour</i>	19.98	20.57	21.20	21.86	23.26	24.26	25.37	26.09	26.89	28.00
<i>Annual</i>	41,558	42,786	44,096	45,469	48,381	50,461	52,770	54,267	55,931	58,240
26										
<i>Hour</i>	20.28	20.87	21.51	22.17	23.58	24.63	25.80	26.52	27.24	28.43
<i>Annual</i>	42,182	43,410	44,741	46,114	49,046	51,230	53,664	55,162	56,659	59,134
27										
<i>Hour</i>	20.90	21.55	22.21	22.85	24.34	25.37	26.53	27.24	28.12	29.30
<i>Annual</i>	43,472	44,824	46,197	47,528	50,627	52,770	55,182	56,659	58,490	60,944
28										
<i>Hour</i>	21.55	22.21	22.85	23.53	25.07	26.15	27.27	28.12	29.07	30.31
<i>Annual</i>	44,824	46,197	47,528	48,942	52,146	54,392	56,722	58,490	60,466	63,045
28-A										
<i>Hour</i>	21.80	22.43	23.16	23.86	25.37	26.53	27.61	28.52	29.67	31.15
<i>Annual</i>	45,344	46,654	48,173	49,629	52,770	55,182	57,429	59,322	61,714	64,792
29										
<i>Hour</i>	22.21	22.87	23.55	24.29	25.84	26.96	28.23	29.07	30.05	31.26
<i>Annual</i>	46,197	47,570	48,984	50,523	53,747	56,077	58,718	60,466	62,504	65,021

29-A										
<i>Hour</i>	22.49	23.19	23.88	24.58	26.17	27.29	28.66	29.41	30.56	31.94
<i>Annual</i>	46,779	48,235	49,670	51,126	54,434	56,763	59,613	61,173	63,565	66,435
30										
<i>Hour</i>	22.87	23.56	24.29	25.02	26.65	27.90	29.15	30.05	30.94	32.36
<i>Annual</i>	47,570	49,005	50,523	52,042	55,432	58,032	60,632	62,504	64,355	67,309
30-A										
<i>Hour</i>	23.19	23.88	24.58	25.35	26.96	28.23	29.58	30.56	31.63	32.91
<i>Annual</i>	48,235	49,670	51,126	52,728	56,077	58,718	61,526	63,565	65,790	68,453
31										
<i>Hour</i>	23.70	24.42	25.15	25.92	27.58	28.78	30.17	30.94	32.12	33.41
<i>Annual</i>	49,296	50,794	52,312	53,914	57,366	59,862	62,754	64,355	66,810	69,493
32										
<i>Hour</i>	24.47	25.21	25.99	26.78	28.49	29.82	31.32	32.12	33.15	34.34
<i>Annual</i>	50,898	52,437	54,059	55,702	59,259	62,026	65,146	66,810	68,952	71,427
32-A										
<i>Hour</i>	24.92	25.68	26.46	27.24	29.07	30.40	31.88	32.67	33.67	35.03
<i>Annual</i>	51,834	53,414	55,037	56,659	60,466	63,232	66,310	67,954	70,034	72,862

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2020

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	19.39	19.95	21.22	22.16	23.10	23.36	23.81	24.59
<i>Annual</i>	-	-	40,331	41,496	44,138	46,093	48,048	48,589	49,525	51,147
24										
<i>Hour</i>	-	-	20.84	21.51	22.85	23.83	24.88	25.40	26.15	27.36
<i>Annual</i>	-	-	43,347	44,741	47,528	49,566	51,750	52,832	54,392	56,909
24-A										
<i>Hour</i>	-	-	21.12	21.74	23.15	24.20	25.21	25.81	26.56	27.66
<i>Annual</i>	-	-	43,930	45,219	48,152	50,336	52,437	53,685	55,245	57,533
25										
<i>Hour</i>	-	-	21.31	21.97	23.36	24.34	25.44	26.15	27.05	28.12
<i>Annual</i>	-	-	44,325	45,698	48,589	50,627	52,915	54,392	56,264	58,490
25-A										
<i>Hour</i>	-	-	21.62	22.30	23.73	24.75	25.88	26.61	27.43	28.56
<i>Annual</i>	-	-	44,970	46,384	49,358	51,480	53,830	55,349	57,054	59,405
26										
<i>Hour</i>	-	-	21.94	22.61	24.05	25.12	26.32	27.05	27.78	29.00
<i>Annual</i>	-	-	45,635	47,029	50,024	52,250	54,746	56,264	57,782	60,320
27										
<i>Hour</i>	-	-	22.65	23.31	24.83	25.88	27.06	27.78	28.68	29.89
<i>Annual</i>	-	-	47,112	48,485	51,646	53,830	56,285	57,782	59,654	62,171
28										
<i>Hour</i>	-	-	23.31	24.00	25.57	26.67	27.82	28.68	29.65	30.92
<i>Annual</i>	-	-	48,485	49,920	53,186	55,474	57,866	59,654	61,672	64,314
28-A										
<i>Hour</i>	-	-	23.62	24.34	25.88	27.06	28.16	29.09	30.26	31.77
<i>Annual</i>	-	-	49,130	50,627	53,830	56,285	58,573	60,507	62,941	66,082
29										
<i>Hour</i>	-	-	24.02	24.78	26.36	27.50	28.79	29.65	30.65	31.89
<i>Annual</i>	-	-	49,962	51,542	54,829	57,200	59,883	61,672	63,752	66,331

29-A										
<i>Hour</i>	-	-	24.36	25.07	26.69	27.84	29.23	30.00	31.17	32.58
<i>Annual</i>	-	-	50,669	52,146	55,515	57,907	60,798	62,400	64,834	67,766
30										
<i>Hour</i>	-	-	24.78	25.52	27.18	28.46	29.73	30.65	31.56	33.01
<i>Annual</i>	-	-	51,542	53,082	56,534	59,197	61,838	63,752	65,645	68,661
30-A										
<i>Hour</i>	-	-	25.07	25.86	27.50	28.79	30.17	31.17	32.26	33.57
<i>Annual</i>	-	-	52,146	53,789	57,200	59,883	62,754	64,834	67,101	69,826
31										
<i>Hour</i>	-	-	25.65	26.44	28.13	29.36	30.77	31.56	32.76	34.08
<i>Annual</i>	-	-	53,352	54,995	58,510	61,069	64,002	65,645	68,141	70,886
32										
<i>Hour</i>	-	-	26.51	27.32	29.06	30.42	31.95	32.76	33.81	35.03
<i>Annual</i>	-	-	55,141	56,826	60,445	63,274	66,456	68,141	70,325	72,862
32-A										
<i>Hour</i>	-	-	26.99	27.78	29.65	31.01	32.52	33.32	34.34	35.73
<i>Annual</i>	-	-	56,139	57,782	61,672	64,501	67,642	69,306	71,427	74,318

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2021 (If Performance Metrics Met)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	21.75	22.71	23.68	23.94	24.41	25.20
<i>Annual</i>	-	-	-	-	45,240	47,237	49,254	49,795	50,773	52,416
24										
<i>Hour</i>	-	-	-	-	23.42	24.43	25.50	26.04	26.80	28.04
<i>Annual</i>	-	-	-	-	48,714	50,814	53,040	54,163	55,744	58,323
24-A										
<i>Hour</i>	-	-	-	-	23.73	24.81	25.84	26.46	27.22	28.35
<i>Annual</i>	-	-	-	-	49,358	51,605	53,747	55,037	56,618	58,968
25										
<i>Hour</i>	-	-	-	-	23.94	24.95	26.08	26.80	27.73	28.82
<i>Annual</i>	-	-	-	-	49,795	51,896	54,246	55,744	57,678	59,946
25-A										
<i>Hour</i>	-	-	-	-	24.32	25.37	26.53	27.28	28.12	29.27
<i>Annual</i>	-	-	-	-	50,586	52,770	55,182	56,742	58,490	60,882
26										
<i>Hour</i>	-	-	-	-	24.65	25.75	26.98	27.73	28.47	29.73
<i>Annual</i>	-	-	-	-	51,272	53,560	56,118	57,678	59,218	61,838
27										
<i>Hour</i>	-	-	-	-	25.45	26.53	27.74	28.47	29.40	30.64
<i>Annual</i>	-	-	-	-	52,936	55,182	57,699	59,218	61,152	63,731
28										
<i>Hour</i>	-	-	-	-	26.21	27.34	28.52	29.40	30.39	31.69
<i>Annual</i>	-	-	-	-	54,517	56,867	59,322	61,152	63,211	65,915
28-A										
<i>Hour</i>	-	-	-	-	26.53	27.74	28.86	29.82	31.02	32.56
<i>Annual</i>	-	-	-	-	55,182	57,699	60,029	62,026	64,522	67,725
29										
<i>Hour</i>	-	-	-	-	27.02	28.19	29.51	30.39	31.42	32.69
<i>Annual</i>	-	-	-	-	56,202	58,635	61,381	63,211	65,354	67,995

29-A										
<i>Hour</i>	-	-	-	-	27.36	28.54	29.96	30.75	31.95	33.39
<i>Annual</i>	-	-	-	-	56,909	59,363	62,317	63,960	66,456	69,451
30										
<i>Hour</i>	-	-	-	-	27.86	29.17	30.47	31.42	32.35	33.84
<i>Annual</i>	-	-	-	-	57,949	60,674	63,378	65,354	67,288	70,387
30-A										
<i>Hour</i>	-	-	-	-	28.19	29.51	30.92	31.95	33.07	34.41
<i>Annual</i>	-	-	-	-	58,635	61,381	64,314	66,456	68,786	71,573
31										
<i>Hour</i>	-	-	-	-	28.83	30.09	31.54	32.35	33.58	34.93
<i>Annual</i>	-	-	-	-	59,966	62,587	65,603	67,288	69,846	72,654
32										
<i>Hour</i>	-	-	-	-	29.79	31.18	32.75	33.58	34.66	35.91
<i>Annual</i>	-	-	-	-	61,963	64,854	68,120	69,846	72,093	74,693
32-A										
<i>Hour</i>	-	-	-	-	30.39	31.79	33.33	34.15	35.20	36.62
<i>Annual</i>	-	-	-	-	63,211	66,123	69,326	71,032	73,216	76,170

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2021 (If Performance Metrics Not Met)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	21.54	22.49	23.45	23.71	24.17	24.96
<i>Annual</i>	-	-	-	-	44,803	46,779	48,776	49,317	50,274	51,917
24										
<i>Hour</i>	-	-	-	-	23.19	24.19	25.25	25.78	26.54	27.77
<i>Annual</i>	-	-	-	-	48,235	50,315	52,520	53,622	55,203	57,762
24-A										
<i>Hour</i>	-	-	-	-	23.50	24.56	25.59	26.20	26.96	28.07
<i>Annual</i>	-	-	-	-	48,880	51,085	53,227	54,496	56,077	58,386
25										
<i>Hour</i>	-	-	-	-	23.71	24.71	25.82	26.54	27.46	28.54
<i>Annual</i>	-	-	-	-	49,317	51,397	53,706	55,203	57,117	59,363
25-A										
<i>Hour</i>	-	-	-	-	24.09	25.12	26.27	27.01	27.84	28.99
<i>Annual</i>	-	-	-	-	50,107	52,250	54,642	56,181	57,907	60,299
26										
<i>Hour</i>	-	-	-	-	24.41	25.50	26.71	27.46	28.20	29.44
<i>Annual</i>	-	-	-	-	50,773	53,040	55,557	57,117	58,656	61,235
27										
<i>Hour</i>	-	-	-	-	25.20	26.27	27.47	28.20	29.11	30.34
<i>Annual</i>	-	-	-	-	52,416	54,642	57,138	58,656	60,549	63,107
28										
<i>Hour</i>	-	-	-	-	25.95	27.07	28.24	29.11	30.09	31.38
<i>Annual</i>	-	-	-	-	53,976	56,306	58,739	60,549	62,587	65,270
28-A										
<i>Hour</i>	-	-	-	-	26.27	27.47	28.58	29.53	30.71	32.25
<i>Annual</i>	-	-	-	-	54,642	57,138	59,446	61,422	63,877	67,080
29										
<i>Hour</i>	-	-	-	-	26.76	27.91	29.22	30.09	31.11	32.37
<i>Annual</i>	-	-	-	-	55,661	58,053	60,778	62,587	64,709	67,330

29-A										
<i>Hour</i>	-	-	-	-	27.09	28.26	29.67	30.45	31.64	33.07
<i>Annual</i>	-	-	-	-	56,347	58,781	61,714	63,336	65,811	68,786
30										
<i>Hour</i>	-	-	-	-	27.59	28.89	30.18	31.11	32.03	33.51
<i>Annual</i>	-	-	-	-	57,387	60,091	62,774	64,709	66,622	69,701
30-A										
<i>Hour</i>	-	-	-	-	27.91	29.22	30.62	31.64	32.74	34.07
<i>Annual</i>	-	-	-	-	58,053	60,778	63,690	65,811	68,099	70,866
31										
<i>Hour</i>	-	-	-	-	28.55	29.80	31.23	32.03	33.25	34.59
<i>Annual</i>	-	-	-	-	59,384	61,984	64,958	66,622	69,160	71,947
32										
<i>Hour</i>	-	-	-	-	29.50	30.88	32.43	33.25	34.32	35.56
<i>Annual</i>	-	-	-	-	61,360	64,230	67,454	69,160	71,386	73,965
32-A										
<i>Hour</i>	-	-	-	-	30.09	31.48	33.01	33.82	34.86	36.27
<i>Annual</i>	-	-	-	-	62,587	65,478	68,661	70,346	72,509	75,442

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2022 (If Performance Metrics Met 9/1/21 and Not Met 9/1/22)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	-	-	24.04	24.30	24.78	25.58
<i>Annual</i>	-	-	-	-	-	-	50,003	50,544	51,542	53,206
24										
<i>Hour</i>	-	-	-	-	-	-	25.88	26.43	27.20	28.46
<i>Annual</i>	-	-	-	-	-	-	53,830	54,974	56,576	59,197
24-A										
<i>Hour</i>	-	-	-	-	-	-	26.23	26.86	27.63	28.78
<i>Annual</i>	-	-	-	-	-	-	54,558	55,869	57,470	59,862
25										
<i>Hour</i>	-	-	-	-	-	-	26.47	27.20	28.15	29.25
<i>Annual</i>	-	-	-	-	-	-	55,058	56,576	58,552	60,840
25-A										
<i>Hour</i>	-	-	-	-	-	-	26.93	27.69	28.54	29.71
<i>Annual</i>	-	-	-	-	-	-	56,014	57,595	59,363	61,797
26										
<i>Hour</i>	-	-	-	-	-	-	27.38	28.15	28.90	30.18
<i>Annual</i>	-	-	-	-	-	-	56,950	58,552	60,112	62,774
27										
<i>Hour</i>	-	-	-	-	-	-	28.16	28.90	29.84	31.10
<i>Annual</i>	-	-	-	-	-	-	58,573	60,112	62,067	64,688
28										
<i>Hour</i>	-	-	-	-	-	-	28.95	29.84	30.85	32.17
<i>Annual</i>	-	-	-	-	-	-	60,216	62,067	64,168	66,914
28-A										
<i>Hour</i>	-	-	-	-	-	-	29.29	30.27	31.49	33.05
<i>Annual</i>	-	-	-	-	-	-	60,923	62,962	65,499	68,744
29										
<i>Hour</i>	-	-	-	-	-	-	29.95	30.85	31.89	33.18
<i>Annual</i>	-	-	-	-	-	-	62,296	64,168	66,331	69,014

29-A										
<i>Hour</i>	-	-	-	-	-	-	30.41	31.21	32.43	33.89
<i>Annual</i>	-	-	-	-	-	-	63,253	64,917	67,454	70,491
30										
<i>Hour</i>	-	-	-	-	-	-	30.93	31.89	32.84	34.35
<i>Annual</i>	-	-	-	-	-	-	64,334	66,331	68,307	71,448
30-A										
<i>Hour</i>	-	-	-	-	-	-	31.38	32.43	33.57	34.93
<i>Annual</i>	-	-	-	-	-	-	65,270	67,454	69,826	72,654
31										
<i>Hour</i>	-	-	-	-	-	-	32.01	32.84	34.08	35.45
<i>Annual</i>	-	-	-	-	-	-	66,581	68,307	70,886	73,736
32										
<i>Hour</i>	-	-	-	-	-	-	33.24	34.08	35.18	36.45
<i>Annual</i>	-	-	-	-	-	-	69,139	70,886	73,174	75,816
32-A										
<i>Hour</i>	-	-	-	-	-	-	33.83	34.66	35.73	37.17
<i>Annual</i>	-	-	-	-	-	-	70,366	72,093	74,318	77,314

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20
SCHEDULE F - HOURLY RATES
Effective September 1, 2022 (If Performance Metrics Met 9/1/21 and Met 9/1/22)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	-	-	24.27	24.54	25.02	25.83
<i>Annual</i>	-	-	-	-	-	-	50,482	51,043	52,042	53,726
24										
<i>Hour</i>	-	-	-	-	-	-	26.14	26.69	27.47	28.74
<i>Annual</i>	-	-	-	-	-	-	54,371	55,515	57,138	59,779
24-A										
<i>Hour</i>	-	-	-	-	-	-	26.49	27.12	27.90	29.06
<i>Annual</i>	-	-	-	-	-	-	55,099	56,410	58,032	60,445
25										
<i>Hour</i>	-	-	-	-	-	-	26.73	27.47	28.42	29.54
<i>Annual</i>	-	-	-	-	-	-	55,598	57,138	59,114	61,443
25-A										
<i>Hour</i>	-	-	-	-	-	-	27.19	27.96	28.82	30.00
<i>Annual</i>	-	-	-	-	-	-	56,555	58,157	59,946	62,400
26										
<i>Hour</i>	-	-	-	-	-	-	27.65	28.42	29.18	30.47
<i>Annual</i>	-	-	-	-	-	-	57,512	59,114	60,694	63,378
27										
<i>Hour</i>	-	-	-	-	-	-	28.43	29.18	30.14	31.41
<i>Annual</i>	-	-	-	-	-	-	59,134	60,694	62,691	65,333
28										
<i>Hour</i>	-	-	-	-	-	-	29.23	30.14	31.15	32.48
<i>Annual</i>	-	-	-	-	-	-	60,798	62,691	64,792	67,558
28-A										
<i>Hour</i>	-	-	-	-	-	-	29.58	30.57	31.80	33.37
<i>Annual</i>	-	-	-	-	-	-	61,526	63,586	66,144	69,410
29										
<i>Hour</i>	-	-	-	-	-	-	30.25	31.15	32.21	33.51
<i>Annual</i>	-	-	-	-	-	-	62,920	64,792	66,997	69,701

29-A										
<i>Hour</i>	-	-	-	-	-	-	30.71	31.52	32.75	34.22
<i>Annual</i>	-	-	-	-	-	-	63,877	65,562	68,120	71,178
30										
<i>Hour</i>	-	-	-	-	-	-	31.23	32.21	33.16	34.69
<i>Annual</i>	-	-	-	-	-	-	64,958	66,997	68,973	72,155
30-A										
<i>Hour</i>	-	-	-	-	-	-	31.69	32.75	33.90	35.27
<i>Annual</i>	-	-	-	-	-	-	65,915	68,120	70,512	73,362
31										
<i>Hour</i>	-	-	-	-	-	-	32.33	33.16	34.42	35.80
<i>Annual</i>	-	-	-	-	-	-	67,246	68,973	71,594	74,464
32										
<i>Hour</i>	-	-	-	-	-	-	33.57	34.42	35.53	36.81
<i>Annual</i>	-	-	-	-	-	-	69,826	71,594	73,902	76,565
32-A										
<i>Hour</i>	-	-	-	-	-	-	34.16	35.00	36.08	37.54
<i>Annual</i>	-	-	-	-	-	-	71,053	72,800	75,046	78,083

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20

SCHEDULE F - HOURLY RATES

Effective September 1, 2022 (If Performance Metrics Not Met 9/1/21, Not Met 9/1/22)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
<i>Hour</i>	-	-	-	-	-	-	23.80	24.07	24.53	25.33
<i>Annual</i>	-	-	-	-	-	-	49,504	50,066	51,022	52,686
24										
<i>Hour</i>	-	-	-	-	-	-	25.63	26.17	26.94	28.19
<i>Annual</i>	-	-	-	-	-	-	53,310	54,434	56,035	58,635
24-A										
<i>Hour</i>	-	-	-	-	-	-	25.97	26.59	27.36	28.49
<i>Annual</i>	-	-	-	-	-	-	54,018	55,307	56,909	59,259
25										
<i>Hour</i>	-	-	-	-	-	-	26.21	26.94	27.87	28.97
<i>Annual</i>	-	-	-	-	-	-	54,517	56,035	57,970	60,258
25-A										
<i>Hour</i>	-	-	-	-	-	-	26.66	27.42	28.26	29.42
<i>Annual</i>	-	-	-	-	-	-	55,453	57,034	58,781	61,194
26										
<i>Hour</i>	-	-	-	-	-	-	27.11	27.87	28.62	29.88
<i>Annual</i>	-	-	-	-	-	-	56,389	57,970	59,530	62,150
27										
<i>Hour</i>	-	-	-	-	-	-	27.88	28.62	29.55	30.80
<i>Annual</i>	-	-	-	-	-	-	57,990	59,530	61,464	64,064
28										
<i>Hour</i>	-	-	-	-	-	-	28.66	29.55	30.54	31.85
<i>Annual</i>	-	-	-	-	-	-	59,613	61,464	63,523	66,248
28-A										
<i>Hour</i>	-	-	-	-	-	-	29.01	29.97	31.17	32.73
<i>Annual</i>	-	-	-	-	-	-	60,341	62,338	64,834	68,078
29										
<i>Hour</i>	-	-	-	-	-	-	29.66	30.54	31.58	32.86
<i>Annual</i>	-	-	-	-	-	-	61,693	63,523	65,686	68,349

29-A										
<i>Hour</i>	-	-	-	-	-	-	30.12	30.91	32.11	33.57
<i>Annual</i>	-	-	-	-	-	-	62,650	64,293	66,789	69,826
30										
<i>Hour</i>	-	-	-	-	-	-	30.63	31.58	32.51	34.01
<i>Annual</i>	-	-	-	-	-	-	63,710	65,686	67,621	70,741
30-A										
<i>Hour</i>	-	-	-	-	-	-	31.08	32.11	33.23	34.58
<i>Annual</i>	-	-	-	-	-	-	64,646	66,789	69,118	71,926
31										
<i>Hour</i>	-	-	-	-	-	-	31.70	32.51	33.75	35.11
<i>Annual</i>	-	-	-	-	-	-	65,936	67,621	70,200	73,029
32										
<i>Hour</i>	-	-	-	-	-	-	32.92	33.75	34.83	36.09
<i>Annual</i>	-	-	-	-	-	-	68,474	70,200	72,446	75,067
32-A										
<i>Hour</i>	-	-	-	-	-	-	33.51	34.33	35.38	36.81
<i>Annual</i>	-	-	-	-	-	-	69,701	71,406	73,590	76,565

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20

SCHEDULE F - HOURLY RATES

Effective September 1, 2022 (If Performance Metrics Not Met 9/1/21, Met 9/1/22)

RANGE	1	2	3	4	5	6	7	8	9	10
23										
Hour	-	-	-	-	-	-	24.04	24.30	24.77	25.58
Annual	-	-	-	-	-	-	50,003	50,544	51,522	53,206
24										
Hour	-	-	-	-	-	-	25.88	26.42	27.20	28.46
Annual	-	-	-	-	-	-	53,830	54,954	56,576	59,197
24-A										
Hour	-	-	-	-	-	-	26.23	26.86	27.63	28.77
Annual	-	-	-	-	-	-	54,558	55,869	57,470	59,842
25										
Hour	-	-	-	-	-	-	26.47	27.20	28.15	29.25
Annual	-	-	-	-	-	-	55,058	56,576	58,552	60,840
25-A										
Hour	-	-	-	-	-	-	26.93	27.69	28.54	29.71
Annual	-	-	-	-	-	-	56,014	57,595	59,363	61,797
26										
Hour	-	-	-	-	-	-	27.38	28.15	28.91	30.18
Annual	-	-	-	-	-	-	56,950	58,552	60,133	62,774
27										
Hour	-	-	-	-	-	-	28.16	28.91	29.84	31.10
Annual	-	-	-	-	-	-	58,573	60,133	62,067	64,688
28										
Hour	-	-	-	-	-	-	28.95	29.84	30.84	32.16
Annual	-	-	-	-	-	-	60,216	62,067	64,147	66,893
28-A										
Hour	-	-	-	-	-	-	29.29	30.27	31.48	33.06
Annual	-	-	-	-	-	-	60,923	62,962	65,478	68,765
29										
Hour	-	-	-	-	-	-	29.95	30.84	31.89	33.18
Annual	-	-	-	-	-	-	62,296	64,147	66,331	69,014

29-A										
<i>Hour</i>	-	-	-	-	-	-	30.41	31.21	32.43	33.90
<i>Annual</i>	-	-	-	-	-	-	63,253	64,917	67,454	70,512
30										
<i>Hour</i>	-	-	-	-	-	-	30.93	31.89	32.83	34.35
<i>Annual</i>	-	-	-	-	-	-	64,334	66,331	68,286	71,448
30-A										
<i>Hour</i>	-	-	-	-	-	-	31.39	32.43	33.56	34.92
<i>Annual</i>	-	-	-	-	-	-	65,291	67,454	69,805	72,634
31										
<i>Hour</i>	-	-	-	-	-	-	32.01	32.83	34.08	35.45
<i>Annual</i>	-	-	-	-	-	-	66,581	68,286	70,886	73,736
32										
<i>Hour</i>	-	-	-	-	-	-	33.24	34.08	35.18	36.45
<i>Annual</i>	-	-	-	-	-	-	69,139	70,886	73,174	75,816
32-A										
<i>Hour</i>	-	-	-	-	-	-	33.84	34.67	35.73	37.18
<i>Annual</i>	-	-	-	-	-	-	70,387	72,114	74,318	77,334

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATED BETWEEN THE CITY OF HAMILTON, OHIO, AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 20- AFL-CIO (IUOE LOCAL 20) AUTHORIZING AND DIRECTING THE EXECUTION OF SAID COLLECTIVE BARGAINING AGREEMENT.

WHEREAS, the City of Hamilton and the IUOE, Local 20 recently concluded labor negotiations for a successor collective bargaining agreement (CBA); and

WHEREAS, as a result of these negotiations, a tentative agreement for a successor collective bargaining agreement between the parties has been reached and has been approved by IUOE, Local 20 bargaining unit; and said bargaining unit will receive a two percent (2.0%) base wage increase in the first year of the three (3) year agreement, and one and one-half percent (1.5%) base wage increase on September 1, 2021 and September 1, 2022 with the potential for an additional one percent (1.0%) increase based on certain performance metrics. The performance metrics place and increased emphasis on safety and include a combination of reliability, attendance and availability. The parties agreed to other various terms as outlined in the attached draft agreement; and

WHEREAS, a maximum three (3) year additional cost if all performance standards are met by the bargaining unit is approximately Five Hundred and Ninety Thousand and 00/100 Dollars (\$590,000.00). These costs are split among various funds (i.e., Electric, Natural Gas, Water, Wastewater), based on the divisions and departments of the employees; and

WHEREAS, the CBA will remain in place through August 31, 2023; and

WHEREAS, this Council desires that the City Manager be authorized and directed to execute said successor CBA;

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

SECTION I: That City Manager is hereby directed to execute the CBA between the City of Hamilton, Ohio, and IUOE, Local 20 for the period continuing through August 31, 2023.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____
City Clerk

CERTIFICATE

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

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

City Council Meeting Staff Report

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

Report From: Richard A. Engle, P.E., Director of Engineering

Agenda Item: A resolution authorizing and directing the filing of a grant application with the Ohio Public Works Commission (OPWC) relative to funding for the 2021 Hamilton Water and Road Improvement Project.

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Resolution</i></p>	<input type="checkbox"/> 1 st Reading Date: <input type="checkbox"/> 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Date: 9-9-2020 <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other):</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	Budgeted: \$1,100,000 Expenditure: \$1,100,000 Source Funds: OPWC	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does the City Council wish to approve a resolution which authorizes and directs the filing of a grant application with the Ohio Public Works Commission (OPWC) relative to funding for the 2021 Hamilton Water and Road Improvements Project and to accept the grant if offered?

Policy Alternative(s)

Council may choose not to adopt such legislation and in such case, the grant application will not be submitted. The grant is intended to be used to fund street resurfacing and water main replacement project. If the grant application is not submitted, fewer streets will be rehabilitated and less water main replacement will occur.

Staff Recommendation

It is the recommendation of this office that Council receive this report and adopt a resolution authorizing and directing the filing of a grant application in the amount of \$1,100,000.00 with the Ohio Public Works Commission (OPWC) for the 2021 Hamilton Water and Road Improvements Project and to accept the grant if offered.



Statutory/Policy Authority

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

Fiscal Impact Summary

The City will be responsible to provide matching funds of about 51% and will utilize Water (Fund 535), Stormwater (Fund 279), Infrastructure Renewal (Fund 311), and Special Assessment (Fund 301) to accomplish the required matching funds. The dollar amount from each source has not been determined at this time and is subject to future Council approval.

Background Information

The City of Hamilton is a member of the OPWC District #10 which typically has an annual grant budget of about \$12 million. This is Program Year 35 for the Ohio Public Works Commission funding program. The City has applied and received grant funds each year during the program life. This program is competitive. so the City's project must meet the necessary criteria, including matching funds.

This grant application will be used to replace aging and deficient water mains on Sanders Drive, Leo Drive, and Carol Court. It will also be used to resurface pavement on Sanders Drive, Leo Drive, Carol Court, Kelly Court and Hermay Drive.

This project will accomplish necessary improvements for residents in this subdivision.

Attached Information

- Map of proposed water main replacement and resurfacing of streets.

Copies Provided to:

N/A





**SANDERS NORTHVIEW TERRACE SUBDIVISION
STREETS AND WATER MAIN IMPROVEMENTS**

-  STREETS TO BE RESURFACED
-  PROPOSED WATER MAIN



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF A GRANT APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION RELATIVE TO FUNDING FOR THE 2021 HAMILTON WATER AND ROAD IMPROVEMENT PROJECT.

WHEREAS, the City of Hamilton, Ohio intends to submit a project for consideration for a grant in the amount of \$1,100,000.00 from the Ohio Public Works Commission (OPWC) for funding of the 2021 Hamilton Water and Road Improvement Project which will replace water main and rehabilitate various streets throughout the City; and

WHEREAS, the City is a member of OPWC District No. 10 which typically has an annual budget of about \$12 million and this is Program Year 35 for the Ohio Public Works Commission funding program; and

WHEREAS, the City has applied and received grant funds each year during the program life and this program, which is competitive, requires that the City's project meet the necessary criteria, including matching funds; and

WHEREAS, it is anticipated that local funding will be secured from the Water Capital Fund, Stormwater Fund, Infrastructure Renewal Fund and Special Assessment Fund, with the exact amount from each source to be determined by Council at a future date; and

WHEREAS, Council wishes to authorize and direct the filing of a grant application with OPWC for the 2021 Hamilton Water and Road Improvement Project and accept said grant when and if it is awarded;

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

SECTION I: That the City Manager is hereby authorized and directed to submit an application for filing with the Ohio Public Works Commission (OPWC) for a grant in the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) to fund the 2021 Hamilton Water and Road Improvement Project within the corporate limits of the City of Hamilton, Ohio.

SECTION II: That the City Manager is hereby authorized and directed to provide and execute any additional documents which may be required by OPWC to secure the aforesaid grant.

SECTION III: That, if said grant is approved and issued by OPWC, the City Manager is hereby authorized and directed to accept the same and comply with the conditions of the grant and the funding for the aforesaid project.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

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

Report From: Richard A. Engle, P.E., Director of Engineering

Agenda Item: A resolution authorizing and directing the filing of a loan application with the Ohio Public Works Commission (OPWC) for the Southwest Ohio Industrial District (SOID) Sanitary Sewer Relocation Project and accept a thirty-year, zero-percent interest loan if it is awarded.

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Resolution</i></p>	<input type="checkbox"/> 1 st Reading Date: <input type="checkbox"/> 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Date: 9-9-2020 <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): 9-9-2020 Caucus Report</p>	
<p>Contract</p>	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$2,800,000</p> <p>Expenditure: \$2,800,000</p> <p>Source Funds: OPWC</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does Council wish to authorize and direct submission of a loan application to the Ohio Public Works Commission (OPWC) to fund the proposed SOID Sanitary Sewer Relocation Project and to accept a thirty-year (30-year), zero percent (0%) interest loan if said application is approved?

Policy Alternative(s)

Council may choose not to submit an OPWC loan application and direct staff to pursue other means of financing the proposed water main improvement project. Council may also elect not to pursue the proposed sanitary sewer main improvement project.

Staff Recommendation

Staff recommends that Council receive this report and adopt a resolution authorizing and directing submission of a OPWC loan application in an amount of up to \$2,800,000.00 for the SOID Sanitary Sewer Relocation Project and to accept said loan if approved by the OPWC.



Statutory/Policy Authority

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

Fiscal Impact Summary

The estimated cost of the proposed sanitary sewer main improvement is approximately \$2,800,000.00. This project is part of the 2021 Sanitary Sewer Utility Capital Improvement Projects. The OPWC loan will allow the City to avoid 2021 financial impacts and to budget future debt service payments. The proposed OPWC financing is a thirty-year (30-year), zero percent (0%) interest loan. Allowing the City to pay for the proposed improvement over thirty (30) years without interest charges not only more closely matches the cost of the improvement to the service life of the improvement, but also allows the Sanitary Sewer Utility to retain approximately \$2,800,000.00 in its capital improvement fund for other needed projects.

Background Information

The SOID Sanitary Sewer Relocation Project includes the sizing and relocation of approximately 6,000 LF of large diameter pipe. The project is located in the Butler County Metroparks - Gilmore Ponds.

This design project is complex in nature with respect to the adverse soil conditions, high ground water table conditions and the possibility of shoring or trenchless technology construction techniques required in some areas. By relocating the sanitary sewer from Gilmore Ponds, the inflow and infiltration (I/I) will be greatly reduced.

The construction of this project must be completed prior to the construction of a new paved bicycle/pedestrian trail throughout the park called the Miami 2 Miami Trail. Construction of the trail project will begin in the Spring of 2022. Therefore, staff recommends proceeding with the SOID Sanitary Sewer Relocation Project.

Attached Information

- Exhibit A – Existing Sanitary Map
- Exhibit B- Proposed Sanitary Map

Copies Provided to:

City of Hamilton Public Utilities Commission



OWPC Loan Application
Exhibit A - SOID Existing Sanitary Map



SOID Sanitary Sewer – Vicinity Map

Existing Sanitary in Green

OPWC Loan Application
Exhibit B - SOID Proposed Sanitary
Sewer Map



SOID Sanitary Sewer – Vicinity Map

Proposed Sanitary in Purple

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF A LOAN APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE SOUTHWEST OHIO INDUSTRIAL DISTRICT (SOID) SANITARY SEWER RELOCATION PROJECT AND ACCEPT A THIRTY-YEAR, ZERO-PERCENT INTEREST LOAN IF IT IS AWARDED.

WHEREAS, the City of Hamilton, Ohio has received notice that financial assistance is available from the Ohio Public Works Commission (OPWC) in the form of a zero-percent interest loan and City Administration recommends that the City file an application for \$2,800,000 in loan funds for the SOID Sanitary Sewer Relocation Project; and

WHEREAS, this project includes the sizing and relocation of approximately 6,000 LF of large diameter in the Butler County Metroparks – Gilmore Ponds, if awarded, would be effective July 1, 2021; and

WHEREAS, the City is a member of OPWC District 10 and this project received a preliminary ranking that makes it a part of the program that District 10 Integrating Committee will submit to OPWC for approval and award of funding; and

WHEREAS, this Council desires to authorize and direct the filing of an application for a total of \$2,800,000 in loan funds from OPWC and to accept a zero-percent interest loan if it is awarded;

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

SECTION I: That Council does hereby authorize and direct the City Manager to file an application with the Ohio Public Works Commission for Two Million Eight-Hundred Thousand and 00/100 Dollars (\$2,800,000.00) in loan funds, for the SOID Sanitary Sewer Relocation Project, and does hereby accept a thirty-year (30-year), zero-percent (0%) interest loan if it is awarded to the City.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

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

Report From: Richard A. Engle, P.E., Director of Engineering

Agenda Item: A resolution authorizing loan application to Ohio Water Development Authority (OWDA) for Long Term Financing of Storm Sewer Improvements for the City Portion of the Spooky Nook Champion Development

Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	Related Strategic Goal(s) <input checked="" type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
Ordinance or Resolution <i>Resolution</i>	<input type="checkbox"/> 1 st Reading Date: <input type="checkbox"/> 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Date: 9-9-2020 <input type="checkbox"/> Public Hearing Date:	
Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i>	City Council (or other):	
Contract	<input type="checkbox"/> Contract Required	<input checked="" type="checkbox"/> Additional Document(s) Attached
Fiscal Impact	Budgeted: \$3,000,000 Expenditure: \$3,000,000 Source Funds: OWDA	<i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i>

Policy Issue

Does the City Council wish to approve a Resolution which authorizes and directs the filing of a loan application with the Ohio Water Development Authority (OWDA) for long term financing of the Stormwater system improvements by the City for the Spooky Nook Champion Development Project and to accept the loan if offered?

Policy Alternative(s)

Council may choose not to adopt such legislation so loan application will not be submitted. The current interest rate from OWDA is lower than conventional interest rates and would result in savings to the City over the life of the loan.

Staff Recommendation

It is the recommendation of this office Council receive this report and adopt a resolution authorizing and directing the filing of a loan application in the amount of \$3,000,000 with the Ohio Water Development Authority (OWDA) for Stormwater system improvements by the City for the Spooky Nook Champion Development Project.



Statutory/Policy Authority

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

Fiscal Impact Summary

The fiscal impact to City will be annual debt service for \$3,000,000 over the 30 year term of the loan. Presently, the interest rate is 2.13%.

Background Information

Borrowing funds from OWDA at a low interest rate over a term of 30 years will maintain a positive cash balance in Fund 279 Stormwater for use in other necessary capital projects and expenses.

Attached Information

N/A

Copies Provided to:

N/A



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF A LOAN APPLICATION WITH THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) FOR STORMWATER PORTION OF THE CITY'S SPOOKY NOOK CHAMPION DEVELOPMENT PROJECT.

WHEREAS, the City of Hamilton, Ohio intends to submit a loan application in the amount of \$3,000,000 from the Ohio Water Development Authority (OWDA) for funding of the City's stormwater improvements component of the Spooky Nook Champion Development Project; and

WHEREAS, the City has applied and received OWDA Funding previously for other Stormwater projects; and

WHEREAS, Council wishes to authorize and direct the filing of a loan application with the Ohio Water Development Authority (OWDA) funding of the City's stormwater improvements component of the Spooky Nook Champion Development Project and accept said loan when and if it is awarded;

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

SECTION I: That the City Manager is hereby authorized and directed to submit a loan application with the Ohio Water Development Authority (OWDA) for funding of the City's stormwater improvements component of the Spooky Nook Champion Development Project for a loan in the amount of Three Million Dollars (\$3,000,000.00).

SECTION II: That the City Manager is hereby authorized and directed to provide and execute any additional documents which may be required by OWDA to secure the aforesaid loan.

SECTION III: That, if said loan is approved and issued by OWDA, the City Manager is hereby authorized and directed to accept the same and comply with the conditions of the loan and the funding for the aforesaid project.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

City Council Meeting Staff Report

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

Report From: Mark Mercer, OFE - Fire Chief

Agenda Item: A resolution authorizing and directing the City Manager to an agreement with Property Registration Champions, LLC (dba PROCHAMPS) to administer the Vacant Commercial & Industrial Property Registration Program as established in Chapter 1507 of the Codified Ordinances of the City of Hamilton.

<p>Approvals/Reviews <i>To be checked by the Office of the City Manager once approvals received from Departments. All other boxes to be checked by the Report author</i></p>	<input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Finance Department <input checked="" type="checkbox"/> Director of Law <input checked="" type="checkbox"/> Office of the City Manager	<p>Related Strategic Goal(s)</p> <input type="checkbox"/> I Realize new investments <input type="checkbox"/> J Increase gross wages <input checked="" type="checkbox"/> P Increase property values <input type="checkbox"/> R Generate recreational investments <input type="checkbox"/> E Engage citizens in activities <input checked="" type="checkbox"/> O General operations
<p>Ordinance or Resolution <i>Resolution</i></p>	<input type="checkbox"/> 1 st Reading Date: <input type="checkbox"/> 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Date: 9-9-2020 <input type="checkbox"/> Public Hearing Date:	
<p>Prior Action/Review <i>Please note if this item was discussed on a prior Council or other agenda</i></p>	<p>City Council (or other): 8-12-2020 Caucus Report City Council Meeting</p>	
<p>Contract</p>	<input checked="" type="checkbox"/> Contract Required	<input type="checkbox"/> Additional Document(s) Attached
<p>Fiscal Impact</p>	<p>Budgeted: \$</p> <p>Expenditure: PROCHAMPS takes \$100 of the annual registration fee, per property. We have approximately 200 vacant commercial & industrial properties that need to be registered. PROCHAMPS also takes 20% of any late fees collected.</p> <p>Source Funds:</p>	<p><i>Please see further, more detailed information regarding the fiscal impact in the summary section of this report</i></p>

Policy Issue

Does City Council wish to adopt legislation which authorizes and directs the City Manager to execute an agreement with Property Registration Champions, LLC (dba PROCHAMPS) to administer the Vacant Commercial and Industrial Property Registration Program as established in Chapter 1507 of the Codified Ordinances of the City of Hamilton?

Policy Alternative(s)

Council may choose not to adopt such legislation, which will severely limit the capabilities of the City of Hamilton to administer the Vacant Commercial & Industrial Property Registration Program.



Staff Recommendation

Staff recommends that Council receive this report and adopt the legislation authorizing the contract between PROCHAMPS and the City of Hamilton.

Statutory/Policy Authority

- Section 3.09, Legislative Procedure, of the Charter of the City of Hamilton.
- Chapter 1507, Registration of Vacant and Commercial Buildings, of the Codified Ordinances of the City of Hamilton.

Fiscal Impact Summary

The fiscal impact to the City will be One Hundred and 00/100 Dollars (\$100.00) of every successful vacant commercial & industrial property registration that PROCHAMPS facilitates, and twenty-percent (20%) of any late registration fee that PROCHAMPS collects. Owners of vacant commercial & industrial property pay an annual fee of Four Hundred and 00/100 Dollars (\$400.00) for the first year the property remains vacant. For every consecutive year that the property remains vacant, the annual registration fee is assessed at double the previous year's registration fee amount up to a maximum annual registration fee equaling the five (5) year registration fee of Six Thousand Four Hundred and 00/100 Dollars (\$6,400.00), which shall be the registration fee for the fifth and all subsequent years of vacancy. The electronic registration process that PROCHAMPS provides is cost-free and revenue neutral for Hamilton, and will be of great assistance in our efforts to eliminate blight and improve our neighborhoods within in the City.

Background Information

In early 2020, the City of Hamilton adopted Chapter 1507 of the Fire Prevention Code, creating a Vacant Commercial & Industrial Property Registration Program. The legislation was created to protect Hamilton neighborhoods from health and safety hazards created by a lack of adequate maintenance and security of vacant buildings, and is administered by the Hamilton Fire Department. The program requires the property owner of the vacant structure to register their property annually, and includes a fee that escalates yearly.

The first few months of the program brought to light an overwhelming number of vacant commercial structures within the City of Hamilton. Additionally, Covid-19 has added additional challenges to the Hamilton Fire Department administering the program in-house. To be able to promptly and efficiently address the issues related to the maintenance of these vacant structures, the Hamilton Fire Department is proposing an agreement with PROCHAMPS to assist in the administration of the Vacant Commercial & Industrial Property Registration Program. PROCHAMPS will handle the identification, notification, registration, and collection process of the program. The electronic registration process that they are able to provide is cost-free and revenue neutral for Hamilton, and will be of great assistance in our efforts to eliminate blight and improve our neighborhoods within in the City.

The City's Department of Law has reviewed the Agreement, and potentially changes to the Agreement are pending with PROCHAMPS that are not materially adverse to the City. As such, the Agreement presented as part of legislation may differ from the final agreement as signed by the City Manager.

Attached Information

N/A

Copies Provided to:

N/A



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF HAMILTON TO EXECUTE AN AGREEMENT WITH PROPERTY REGISTRATION CHAMPIONS, LLC (DBA PROCHAMPS) TO ADMINISTER THE VACANT COMMERCIAL & INDUSTRIAL PROPERTY REGISTRATION PROGRAM AS ESTABLISHED IN CHAPTER 1507 OF THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON.

WHEREAS, vacant and abandoned structures are unsightly, attract criminal activity, and are a threat to public safety; and

WHEREAS, on October 9, 2019, City Council passed Ordinance 2019-10-110 effective November 8, 2019, which established Chapter 1507, Registration of Vacant Commercial and Industrial Buildings, in the Codified Ordinances of the City of Hamilton to create a registration and identification program of vacant commercial & industrial properties; and

WHEREAS, there is an overwhelming number of vacant commercial & industrial properties in violation of registering with the City of Hamilton, and many continue to present a fire hazard, provide temporary occupancy for transients, detract from private or public efforts to rehabilitate or maintain surrounding buildings, and present a hazard to the health, safety and welfare of the public; and

WHEREAS, in order to promptly and efficiently address the issues related to the vacant commercial & industrial properties in Hamilton, the City desires to enter into an agreement with Property Registration Champions, LLC (dba PROCHAMPS) to provide administrative services for program; and

WHEREAS, PROCHAMPS will provide an electronic registration process that is cost-free and revenue neutral for the City; and

WHEREAS, PROCHAMPS will also provide the City with administrative Payment Assistance Services ("PAS") to facilitate payment of late fees, charges, fines, and penalties as defined under Chapter 1507 of Codified Ordinances of the City of Hamilton from Registrants or other responsible parties; and

WHEREAS, the administrative assistance in registration of vacant and abandoned properties that PROCHAMPS will provide will reduce and prevent neighborhood blight, avoid the creation of public nuisance and promote neighborhood stability and occupancy by preserving the condition and appearance of properties; and

WHEREAS Council wishes to authorize the and direct the City Manager to execute an agreement with PROCHAMPS in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Hamilton, Ohio and its citizens, and to provide for the efficient daily operation of the Departments of the City of Hamilton, Ohio;

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

SECTION I: That the City Manager is hereby authorized and directed to execute the final Agreement between the City of Hamilton, Ohio and Property Registration Champions, LLC (dba PROCHAMPS) relative to the administration of Chapter 1507 of the City of Hamilton's Codified Ordinances, and to take the necessary steps to fulfill the City's obligations under the agreement and release. Said agreement shall be and read substantially in the form of Exhibit No. 1, attached hereto, and made a part thereof subject to any amendments recommended by the City Manager or by the Director of Law.

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

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

Resolution No. _____ (cont'd)

CERTIFICATE

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

Nicholas Garuckas, City Clerk
CITY OF HAMILTON, OHIO

Resolution No. _____ (cont'd)

EXHIBIT NO. 1

**AGREEMENT BETWEEN
CITY OF HAMILTON, OHIO
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 2020 ("Effective Date") by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, Florida 32940 ("PRC"), and the City of Hamilton, Ohio, an Ohio municipal corporation, with an address at 345 High Street, Hamilton, Ohio 45011 ("CITY").

WITNESSETH:

WHEREAS, because an overwhelming number of commercial and industrial properties are in violation of Property Registration for Vacant Commercial and Industrial Buildings, Ordinance No. 2019-10-110, (the "Ordinance"), the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the CITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of commercial and industrial vacant properties; the CITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance, the CITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, and abandoned commercial and industrial properties (the "Properties"), so that the CITY can properly address violations of the CITY's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the CITY; and

WHEREAS, PRC shall also provide CITY with administrative Payment Assistance Services ("PAS") if requested by the CITY to facilitate payment of late fees, charges, fines and penalties as defined under the CITY's Ordinance from Registrants or other responsible parties to help the CITY fulfill the purpose and goals of the CITY's Ordinance;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the CITY's Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit "A". PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the CITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

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- c. PRC will charge a fee ("Fee") as directed by the CITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the CITY. PRC shall forward payment of the CITY's portion of the Fee to the CITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county. CITY understands that due to the work PRC has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in the Agreement in addition to the costs incurred by PRC in operating the website for the registration of the Properties as defined in 1(e) below, once PRC has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, PRC shall be entitled to collect their fee from the CITY for each Registrant even if the CITY or any third-party working on behalf of the CITY decides to waive that Fee for a Registrant.
- d. In the event the CITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the CITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the CITY's remittance provided in 1(c). PRC shall also provide PAS to facilitate collection of any additional late fees, charges, fines and penalties due to the CITY under the Ordinance and undertake to provide qualified attorney representation as may be required under the Ordinance or the relevant regulatory authority in each CITY that has entered into this Agreement with PRC. For the purposes of clarity, both Parties understand that legal representation is not required for any PAS or the administration of the registration process. Subject to the CITY's approval, only in the event that judicial proceedings shall be necessary after the conclusion of all PAS may a qualified attorney be engaged by PRC or the administrative group engaged by PRC for the sole purpose of that judicial matter. The CITY may delegate to PRC the authority to negotiate directly with Registrants or responsible parties on behalf of CITY for the payment of registration fees, charges, fines and penalties due to the CITY under the Ordinance for registration obligations that have ended with a balance due, if authority is requested by PRC in writing and the CITY approves.
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the CITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the CITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the CITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

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3. **TERM and TERMINATION.** This Agreement shall terminate one (1) year from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term; provided, such automatic renewal shall only be effective if PRC provides the CITY with written notice, no sooner than ninety (90) days and no later than sixty (60) days prior to the end of such term, that this Agreement shall automatically renew unless terminated thirty (30) days before to the end of the then current term.

Notice of automatic renewal to be submitted to:
Letitia S. Block, Esq.
Director of Law
345 High Street, Suite 370
Hamilton, OH 45011

- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the CITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. Key Policy Requirements
 - b. CITY Ordinance No. 2019-10-110,

Short title "Registration of Vacant Commercial and Industrial Buildings",
Effective date November 08, 2019.

5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure CITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the CITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the CITY on business days only and during normal working hours. PRC shall comply with all Ohio Public Records Act requirements.

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8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

CITY: City of Hamilton
 345 High Street
 Hamilton, OH 45011
 Telephone No. (513) 785-7080
 Attention: Director of Law

PRC: David Mulberry, President/CIO
 2725 Center Place
 Melbourne, FL 32940
 Telephone No. (321) 421-6639
 Facsimile No. (321) 396-7776

10. **AMENDMENTS.**
 - a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
 - b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.
11. **CITY DATA.** CITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the CITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the CITY agrees to compensate PRC five dollars (\$5.00) per property.
12. **ORDINANCE VIOLATION DATA.** Whenever the CITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the CITY shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.

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13. **PUBLICITY.** PRC may include CITY's name and general case study information within PRC's marketing materials and website.
14. **CITY LOGO.** CITY shall provide the CITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
17. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the CITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
18. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
19. **WAIVER.** Any failure by CITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to its conflicts of law provisions. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Butler County, in the State of Ohio, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.
22. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the CITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF HAMILTON, OHIO

Date: _____

Name, Title

Approved as to Form:

Letitia S. Block
Director of Law

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

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Exhibit "A"

Key Policy Requirements

Vacant Private Owner:

Ordinance No. 2019-10-110 (amended by Ordinance No. 2020-1-4 eff. 01/15/2020)

Registration Fee	Initial Fee \$400 1 st renewal \$800 2 nd renewal \$1600 3 rd renewal \$3200 4 th and all subsequent renewals \$6400
Late Fee	Recurring 25% of Registration and Renewal Fee annually
Registration Triggers	Vacant/Private Owner
Renewal	Specific date 12/31
Org Exemptions	N/A
Property Exemptions	Residential Property (not identified as mixed use) Unimproved Lots Active Construction as evidenced by a permit Property damaged by extreme weather up to 90 days Consistently listed for sale for up to 12 months (providing proof) Specific properties at the determination of the Fire Chief
Refund Policy	All applied property registration payments are final; no refunds will be provided. Properties brought into compliance within a year of registration are entitled to a prorated refund.
OMT Transfer	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	11/08/2019

*Requirement for submission of Liability insurance and Vacant Building Plan to be addressed via contact information for direct submission to the CITY.

*Escrow required for transfer of properties that are not in compliance to be handle by the CITY.