

# MADEIRA CITY COUNCIL

September 28, 2020

7:30 PM

## AGENDA

*Meeting proceedings will be available to the public via Zoom  
(Link is on the calendar for this meeting on [www.madeiracity.com](http://www.madeiracity.com))*

### I. CALL TO ORDER

### II. INVOCATION/PLEDGE OF ALLEGIANCE

### III. ROLL CALL

### IV. ACCEPTANCE OF AGENDA

- \* *Items so marked are considered routine items and will be enacted by one motion. There will be no separate discussion of these items unless a Council member, citizen or interested party so requests, in which case, the item will be removed from the Consent Agenda and shall be acted upon as a separate matter subject to discussion and debate. Such request must be made prior to the Council vote approving all matters on the Consent Agenda.*

Consent items to be approved with acceptance of agenda:

- \* City Council Regular Meeting Minutes September 14, 2020

### V. MAYOR'S MOMENT

- Public Comment Reminder
- In the Community – Mayor Spencer
- Special Recognition

### VI. NOTICE OF OTHER MEETINGS OR EVENTS

- P&R Board Special Meeting September 30, 2020 at 7:00 p.m.
- Board of Zoning Appeals October 5, 2020 at 7:00 p.m.
- Mayor's Court October 7, 2020 at 6:30 p.m.
- Council Meeting October 12, 2020 at 7:30 p.m.

### VII. INVITED GUESTS

- None

### VIII. COMMITTEE AND OFFICIAL REPORTS

- Economic Development September 17, 2020
- Planning Commission September 21, 2020
- Public Works September 21, 2020
- Budget & Finance September 28, 2020
- Police Report

# MADEIRA CITY COUNCIL

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## AGENDA

### IX. COMMUNITY PARTICIPATION \*\*

- Guest & Registered Visitors
  - None
- Correspondence
  - None

### X. ORDINANCES AND RESOLUTIONS

- Ord. No. 20-09 Adopting a Public Care Tree Program. **THIRD READING**
- Res. No. 43-20 Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor
- Res. No. 44-20 Amending the Annual Appropriation Resolution No. 46-19 providing for funds for Current Expenditures for the Year Ending December 31, 2020 and Amending the Certificate of Estimated Resources
- Res. No. 45-20 Authorizing the City Manager to enter into a Lease Agreement with Redden Fine Meats and Seafood LLC for the Property Located at 7701 Railroad Avenue, Madeira, Ohio (Railroad Depot)

### XI. NEW BUSINESS

- None.

### XII. OLD BUSINESS

- None

### XIII. EXECUTIVE SESSION

- Pending Litigation

### XIV. ADJOURNMENT

\*\* While council meetings are being done remotely, the following guidelines for registered visitors will in in effect per Ordinance No. 20-06.

- Per Section 30 of Madeira Code, Madeira residents and guests are invited to address council; comments will be limited to 5 minutes. Persons wishing to address Council are requested to email [madeirameetings@madeiracity.com](mailto:madeirameetings@madeiracity.com) and provide first and last name and residential address prior to the public comment portion of the meeting.

## ***CITY MANAGER REPORT***

*Thomas W. Moeller*

*September 28, 2020*

### **GUESTS AND REGISTERED VISITORS**

- No one has pre-registered to address City Council at this time.

### **CORRESPONDENCE**

- None

### **COMMITTEE AND OFFICIAL REPORTS**

- Economic Development Comm. September 17, 2020
- Planning Commission September 21, 2020
- Public Works Committee September 21, 2020
- Police Report

### **ORDINANCES AND RESOLUTIONS**

- **Ordinance No. 20-09 Adopting a Public Tree Care Program. THIRD READING.** There have been no amendments to the legislation since the Second Reading on September 14<sup>th</sup>. Per the recommendation of the Park and Recreation Board, this legislation authorizes the City to start the process of becoming a “Tree USA” City. We have evaluated the program and believe we can easily accommodate the requirements with little to no additional expense to the budget. **Recommend Approval.**
- **Resolution No. 43-20. Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor.** We are required to approve this resolution each year by the County Auditor’s Office. This legislation acknowledges the property tax rate for the City of Madeira at 7.5 mills. This legislation is required by the County Auditor as part of the budget process and reporting requirements to the State of Ohio. Because there are no voted levies in effect, the 7.5 mills amount has remained the same as allowed by the Madeira Home Rule Charter. **Recommend Approval.**
- **Resolution No. 44-20. Amending the Annual Appropriation Resolution No. 46-19 Providing for Funds for Current Expenditures for Year Ending December 31, 2020 and Amending the Certificate of Resources.** In the original Appropriations Resolution, we had not identified SR-54 Corona Relief Fund (CRF) as part of the budget. We need to amend the budget to show both expenses and amend the Certificate of Resources to show it as revenue. **Recommend Approval.**

## CITY MANAGER REPORT

Thomas W. Moeller

September 28, 2020

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- **Resolution No. 45-20. Authorizing the City Manager to Execute a Lease Agreement with Sean Redden/Redden Fine Meats and Seafood LLC for the Property Located at 7701 Railroad Avenue (Train Station).** Per the recommendation of the Economic Development Committee, I completed negotiations with Mr. Redden for the lease of the Train Station. A copy of the proposed lease is attached to the legislation. I will review the terms and conditions during the discussion of this legislation. Mr. Fox is currently reviewing the agreement and may have some minor changes for the final draft. The Resolution allows for the approval of the agreement “substantially in the form” presented.

### OLD AND NEW BUSINESS

- **2020 Water Main/Street Program Update.** The contractor has completed the pressure testing of the water mains on Greenbriar, Buckeye Crescent and Mapleleaf. They have begun the sanitization of the mains in preparation for connecting the service laterals for each house to the new main. They have installed the water main on Thomas Drive to a point about halfway to Euclid.
- **Council AV System Update.** The electric outlet upgrades have been completed in the Council Chambers. The contractor will begin installing the equipment next week. We hope to have it ready for an operational test by mid-October.
- **Miami Avenue Traffic Study Update.** The public feedback website will be closed on September 25<sup>th</sup>. The traffic engineering consultant will be preparing a report with a summary of the comments along with a cost estimate for the draft plan as originally proposed. As noted in a previous report, we recommend the City Council and Planning Commission reconvening in a joint session to review the report and make a final determination on the Traffic Plan.
- **Apache Headwall Update.** We are meeting with the property owners on September 30<sup>th</sup> to review the access and discuss the schedule of the repairs to the pipe and headwall.
- **Euclid Avenue Project Update.** As the Public Works Committee is recommending the addition of the upgrades to the Camargo Road intersection, the bidding of the project is moved to late October. The contractor should be able to begin installation of the storm water systems during the winter months in preparation for the road construction work in Spring 2021. As we have received SCIP funding for this project, we will plan to use the SCIP funds first in paying the contractor and local dollars for the remaining portion of the contract.
- **Street Sweeping Program.** The contractor began sweeping the City on Monday, September 21<sup>st</sup>. They intend to be finished by September 25<sup>th</sup>.

## CITY MANAGER REPORT

Thomas W. Moeller

September 28, 2020

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- **Fire Hydrant Painting.** The contractor who we will be using has completed his contract in Indian Hill and will be starting in Madeira next week. Chief Oughterson has provided a list of the first 50 units to be sandblasted and painted at \$75/each.

### EXECUTIVE SESSION

- Pending Litigation



*These minutes have not been approved by Madeira City Council. Drafts of minutes have not been reviewed or corrected. Amendments may be made before a final approved version of the minutes is available. While comments are welcomed, we do not engage in changing or revising drafts of minutes until directed by a majority of the members of Council at a public meeting. The City of Madeira makes no warranty expressed or implied concerning the accuracy, compliance, reliability, or suitability of these minutes until they are approved by the Madeira City Council.*

MADEIRA CITY COUNCIL  
REGULAR MEETING MINUTES  
SEPTEMBER 14, 2020

I. CALL TO ORDER

Mayor Spencer called the meeting to order at 7:34 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Spencer led the Invocation and Pledge of Allegiance.

III. ROLL CALL

Members present:

Nancy Spencer, Mayor  
Scott Gehring  
Tom Henning  
Chris Hilberg  
Doug Moormann  
Brian Mueller  
Traci Theis

Officials/Staff present:

Brian Fox, Law Director  
Tom Moeller, City Manager  
Lori Thompson, Assistant City Manager  
David Schaefer, Police Chief  
C. Robert Paul, Treasurer  
Kristie Lowndes, Tax Commissioner  
Christine Doyle, Clerk of Council

IV. ACCEPTANCE OF THE AGENDA AND MINUTES

A. Changes to the agenda:  
None

B. Changes to the City Council Regular Meeting minutes from August 24, 2020:  
None

**Motion to accept the agenda and the August 24, 2020 Regular Meeting minutes made by Ms. Theis, second by Mr. Hilberg. Motion passed by unanimous roll call vote.**

V. MAYOR'S MOMENT

A. Public Comment Reminder

B. In the Community

1. Mayor Spencer thanked the Police Department for helping to facilitate the return to school with their traffic details.
2. With the return to youth athletics, Mayor Spencer said the participants and their supporters have the opportunity to learn lessons in persistence, commitment, integrity, attitude, teamwork, trust, accountability, patience, and passion.

C. Special Recognition

1. Mayor Spencer presented a proclamation to Ray and Linda Hoetger, recognizing September as Prostate Cancer Awareness Month.

## VI. NOTICES OF OTHER MEETINGS AND EVENTS

- |                             |                                       |
|-----------------------------|---------------------------------------|
| • Mayor's Court             | September 16, 2020 at 6:30 p.m.       |
| • Planning Commission       | September 21, 2020 at 7:00 p.m.       |
| • Council Open Office Hours | September 26, 2020 at 11 a.m.–12 p.m. |
| • Budget and Finance        | September 28, 2020 at 6:30 p.m.       |
| • Council Meeting           | September 28, 2020 at 7:30 p.m.       |

## VII. COMMITTEE AND OFFICIAL REPORTS

### A. Police Report

1. Chief Schaefer reported the Ohio Collaborative was onsite on September 9 as part of the certification process. The representative held a roundtable discussion with the Chief, two lieutenants, and two officers to review the seven policies of note. The application next goes to the Collaboration Board for certification.
2. Regarding the thin blue line flag on the Police cruisers, Chief Schaefer said he read and reread every email that was sent in by residents, and he appreciated the feedback and the universal support for the Department. For him, the meaning of the thin blue line hasn't changed—it stands for the line the officers stand between order and chaos. However, he acknowledged the thin blue line flag has been hijacked, and its true meaning has been diminished. He said he strongly believes the thin blue line should remain as part of the branding on all the Police vehicles, as it shows support for all police officers and respect for the officers who gave the ultimate sacrifice. He asked Council to consider if it's the thin blue line that people oppose or the thin blue line flag that creates the opposition. In answer to that question, Mayor Spencer said she has no objections to the thin blue line itself; she would wholeheartedly support a blue pinstripe or something similar that would represent the intended values but that wouldn't have the controversy attached to it that the thin blue line flag has.
  - All the councilmembers voiced their support of the Police Department and thanked Chief Schaefer for offering a solution that would show support for the Police while acknowledging the perversion of the thin blue line flag. Ms. Theis said Chief Schaefer's gift of compromise makes him the epitome of a community police officer. Mr. Mueller said the thin blue line is part of the design package on the police vehicles in other communities, and he would be in support of something similar.
  - Mayor Spencer said Council would leave it to the Chief and the Administration to decide how and when to make that happen.

### B. Economic Development Committee meeting on August 27, 2020

1. Mr. Moormann reported the Committee discussed the Downtown Redevelopment District, which would give the City the opportunity to capture incremental tax revenue from businesses in a rather expansive area, but it would offer more flexibility as to what could be done with those funds than a TIF would. The Committee asked the Administration to look into a few more things before putting it before Council.
2. The City is still in negotiations with a potential tenant for the Train Station; backup options are available should negotiations fall through.
3. The Committee is working with the Chamber of Commerce to create an inventory of the vacant commercial properties in the City and to make that inventory available to potential businesses.

### C. JEDZ Board meeting on September 3, 2020

1. Mr. Moeller reported the Board reviewed the quarterly reports for the Central and East JEDZ.
2. The State Auditor required the JEDZ to have a stated public records policy, so the Board adopted Sycamore Township's policy. The Auditor also required a formal budget for the JEDZ. The Board passed budgets for the Central and East zones.

D. Board of Zoning Appeals meeting September 8, 2020

1. Mayor Spencer noted the outcomes of the cases were included in the packet. There was no further discussion.

E. Parks and Recreation Board meeting September 9, 2020

1. Mr. Mueller reported Ms. Thompson has been working on the Tree City USA application that will be submitted after the third reading of the ordinance. It has been determined the City can meet the obligations with little or no expense to the budget.
2. The Board is working on the Sellman Park playscape designs. The new playscape would replace the existing playscapes and the sand volleyball court and is scheduled to be installed in the summer of 2021.
3. In a review of the wooded areas around McDonald Commons, the Board recommended that signs warning of potential sewage be posted at the front creek. They also recommended that signs warning of potential glass be posted near the wooded path. The glass could be attributed, in part, to the fact the site was used as an industrial landfill in the past.
4. The Board recommended cancelling the Costume Party and Play Date to comply with State safety guidelines. The Board recommended scheduling a citywide caravan or "reverse parade" on October 25, similar to what was done at Easter, either instead of or in addition to trick-or-treating. The City is still waiting for the State to dictate what will or will not be allowed on Halloween. Mayor Spencer said, to her, the most important aspects of any event are that the kids can show off their costumes and collect candy. Council offered their support of the idea and willingness to contribute time and effort.

F. Public Works Committee meeting September 10, 2020

1. Mr. Gehring reported the waterline mains are installed on Buckeye Crescent. Next all the lines that have been installed need to be sanitized and pressurized. Meanwhile, pipes will be installed on Thomas to Euclid; Thomas will remain open while that work is being done. After that, the time-consuming process of connecting the pipes to each house will begin on Greenbriar. The project is on schedule, but the next stages are weather contingent.
2. The Committee agreed on the design for the Euclid/Camargo interchange. The design puts the intersection at 90-degrees and has two lanes on Euclid for turning onto Camargo. The design allows for truck traffic and for landscaping and gateway signage. The intersection would also be narrower, making it safer for pedestrians. They hope to break ground this fall.
3. As part of this project, the Committee has requested the Police conduct a safety warrant study on Camargo Road to determine optimal speed and placement of stop signs. The Committee has discussed working with a landscape architect to develop a branding plan for the hardscapes, so people know when they've arrived in Madeira.
4. Communication with Duke is ongoing to change out the streetlights on Camargo to bulbs that are less blue.
5. Communication with Cincinnati Bell to relocate the utility poles off the sidewalk on Camargo also continues.



6. A citywide street sweeping will be scheduled, hopefully by the end of the year, as street sweeping helps prolong the life of roads.
7. The City will soon be signing a contract to start painting the fire hydrant that have not yet been repainted. Fifty of the City's about 400 hydrants would be painted in 2020; 100 would be scheduled for 2021.

G. Law and Safety meetings September 1 and 10, 2020

1. Mr. Henning reported the Committee created an administrative policy for use of words, symbols, and emblems on City-owned vehicles and unanimously recommends its approval. The policy provides clarity on what would be appropriate for words, symbols, and emblems, and it provides the same flexibility we have today in that it requires the written approval of the department head and City Manager.
  - Mr. Hilberg said the emails from and conversations with residents helped him to see how Madeira looks to those in the community and outside the community. He said the policy isn't perfect, but he supports it because it provides flexibility to the department head, the City Manager, and to Council.
  - Mr. Mueller agreed the policy puts guidelines in writing for the first time and makes evident the intent to have a more neutral policy going forward on government speech. He said he has been criticized for supporting the policy because it's not a binding ordinance and because it continues to vest the decision-making authority with the City Manager. He said the Charter establishes a strong City Manager, which is appropriate for a small city. The part-time Council serves as the checks and balance to the strong City Manager, and he has full faith in this process.

**Motion to approve the Administrative Policy for Displaying Words, Symbols, and Emblems on City-Owned Vehicles made by Mr. Henning, second by Mr. Hilberg. Motion passed by unanimous roll call vote.**

2. The Committee reviewed the revised purpose and objectives for the Madeira NICE committee and recommended it be renamed Madeira Inclusion Committee. Council agreed to discuss further under Old Business.
3. Regarding listing Correspondence on the agenda, the Committee learned the requirement was added in 1985, likely as a way to share written letters. Communication now comes in a variety of forms, so the Committee recommends removing Madeira Code Section 30.03(F)(1)(i) from the standing agenda items; an ordinance is required to enact this change. Correspondence could still be added to the agenda if action were required. Mr. Henning said the change is meant to clarify and not curb correspondence. Mayor Spencer added that the communications that are received are available through public records requests.
4. The Committee also discussed a native meadow allowance, and Mr. Henning thanked Anne Horne for her time and expertise on guiding the committee. An ordinance on this is forthcoming.

VIII. COMMUNITY PARTICIPATION

A. Guests and Registered Visitors

1. Corinne Brill, Jodi Whitted, Susan Kissel, and Steve Daggitt spoke in favor of removing the thin blue line flag from the Police vehicles. All voiced their appreciation for Chief Schaefer and the Madeira officers and for the ability for the community to have this discussion. Mr. Daggitt preferred that all the words on the back of the vehicles and all

depictions of the thin blue line be removed. Ms. Whitted also voiced support for the Madeira NICE initiative.

2. Lee Megois was registered to speak but was not in attendance at the time of Community Participation.

B. Correspondence  
None

## IX. ORDINANCES AND RESOLUTIONS

### A. Ord. No. 20-09: Adopting a Public Tree Care Program—Second Reading

There was no discussion.

### B. Res. No. 42-20: Authorizing the City Manager to Enter into a Contract with KT Supply Ltd. for Repairs and Restoration for Storm Water System on Apache Circle

1. Mr. Moeller said the repairs need to be completed quickly. Instead of a concrete wall, the contractor would be using concrete blocks, stone, and grout, which would be easier to repair in the future. The slope of the headwall would be less steep, making it safer for the residents in that area.

**Motion to approve Res. No. 42-20: Authorizing the City Manager to Enter into a Contract with KT Supply Ltd. for Repairs and Restoration for Storm Water System on Apache Circle made by Mr. Gehring, second by Mr. Moormann. Motion passed by unanimous roll call vote.**

Mayor Nancy Spencer	yes
Scott Gehring	yes
Tom Henning	yes
Chris Hilberg	yes
Doug Moormann	yes
Brian Mueller	yes
Traci Theis	yes

## X. NEW BUSINESS

### A. Halloween Trick-or-Treat Guidelines

1. Mr. Gehring presented Council with potential guidelines for trick-or-treating to share with residents in the event the Governor allows trick-or-treating this year. Mr. Moormann said he would ask the Governor's office for a sense of the timing for their decision.

## XI. OLD BUSINESS

### A. Madeira NICE (Neighborhood Inclusion Committee for Equity)

1. Mr. Henning said he supports the Madeira Inclusion Committee, as it will bring a fresh set of eyes to Council. The committee would be another committee of Council, advising Council on the topic of inclusion. Mr. Mueller said the purpose and objectives were streamlined to narrow the scope and to leave no room for ambiguity.

2. Mr. Hilberg said his concerns have been addressed. Mayor Spencer said she was pleased that the concept is still a community-led advisory group that allows stakeholders to make recommendations and suggestions where Council may have blind spots.
3. Mr. Moormann asked if advising on Comprehensive Plan updates should be added to the objectives. Mr. Moeller said the first round of updates to a comprehensive plan usually take place five years after it's adopted. Mayor Spencer said the objectives as written give Council the latitude to bring them in on those discussions.

**Motion to approve the Madeira Inclusion Committee as outlined by the Law and Safety Committee for implementation in the City of Madeira made by Mr. Mueller, second by Mr. Hilberg. Motion passed by unanimous roll call vote.**

**B. Train Depot Lease**

1. Mr. Moeller said he has received feedback on the lease from Mr. Redden. He said he has some questions for Mr. Fox, and then suggested it go to the Economic Development Committee to discuss before presenting Mr. Redden with a final lease.
2. Mr. Gehring said he is excited about the concept of a meat shop in Madeira and encouraged Council and Economic Development Committee to review the Lehr's Meats proposal to open up a second location at the Train Depot. He said he saw it as Council's responsibility to review both.
3. When asked, Mr. Moeller said the intent is to enter into the lease agreement with the provision that whatever the tenant does to the exterior needs to be approved by the Historical Preservation Commission. However, the tenant is reluctant to pay for design costs unless he has an agreement.
4. Council discussed opening the door to other potential tenants to introduce competition and expedite the process. Mr. Moormann said he would schedule an Economic Development meeting for later in the week to discuss which other applicants to pursue.

**C. Police Cruiser Design Package**

1. Mayor Spencer took the opportunity to acknowledge the tremendous value it has for Council members to hear from the community, whether it's by personal connections, by phone, or by email. She said we're all strongest together when we express our opinions and continue to do it in this courteous, respectful, and responsive way.

**XII. ADJOURNMENT**

Mayor Spencer said she was advised there was no need for Executive Session.

**Motion made by Ms. Theis, second by Mr. Gehring, to adjourn the regular meeting at 9:43 p.m. Motion passed by unanimous roll call vote.**

## **ECONOMIC DEVELOPMENT COMMITTEE**

### **Meeting Summary**

**September 17, 2020**

**Attendance:**

**Doug Moormann, Chair**  
**Nancy Spencer, Mayor**  
**Traci Theis, City Council**  
**Tom Moeller, City Manager**  
**Lori Thompson, Assistant City Manager**

The meeting was called to order at 1:00 PM.

1. **Train Station Lease Update.** This matter was referred back to committee by Mayor Spencer at the previous council meeting. Mr. Moeller updated the committee on the status of the lease negotiations with Mr. Redden for the proposed Butcher/Deli. He stated that Mr. Redden has responded with counter offers on several items:

- Five Year Lease with 3 additional/optional 5-year lease periods.
- Lease payments to begin 6 months after signing.
- Contingency that if the exterior improvements including the walk-in refrigeration unit and screening are not approved by the Madeira Historical Preservation Commission, the lease is void.
- Lease Payments to be 3% of gross sales for the first 5 years; 3.5% for the second 5 years; 4% for the third 5 years and 4.5% for the fourth 5 years.
- City to pay for electrical upgrades to accommodate additional energy needs for the business.
- Permission to remove the front counter and not be required to replace it if and when he leaves the building.

Mr. Moeller noted that he had proposed a 3% of gross sales in the first year or \$2,000/month whichever is greater. After discussion, the committee agreed to the length of the term of the lease as we are looking for a long term tenant for the building. The committee agreed that the City is more comfortable with the stability of a specific lease rate per month rather than a percentage of gross sales. Mr. Moeller will include this in the response back to Mr. Redden. Mr. Moeller also noted that the additional electric upgrades should not be costly and, as this is an improvement to the building, he would recommend the City agree to this provision. As well, the removal of the front counter was discussed. Mr. Moeller stated this was installed with one of the first restaurant tenants and was not part of the original building. He recommended agreeing to this provision. Mr. Moeller also recommended that the 6 month grace period for lease payments be modified to include a statement that once the business is operational, payment will begin at the beginning of the month. The committee agreed with this recommendation. Mr. Moeller will redraft the agreement and return it to Mr. Redden. If Mr. Redden agrees to the terms, a Resolution approving the lease can be considered at the September 28<sup>th</sup> council meeting.

2. **Downtown Redevelopment District Update.** Per the discussion at the previous committee meeting, Mr. Moeller and Ms. Thompson met with Dan Ferguson from the Hamilton County Development Company to obtain additional information on the process for creating a DRD in Madeira. They noted the following:

- Board of Directors Composition. No limitations/restrictions as to who can serve on the Board. City Council or CIC membership can serve on the Board.
- The City can specify the start date as to when the property tax revenue for the new value of the development can be initiated. It does not have to coincide with the date the legislation is approved.
- The City cannot use DRD revenue for property acquisition. Marketing and infrastructure work is the primary use for DRD funds.
- The City can have multiple DRDs encompassing up to 10 acres each. Each must have at least one approved Historic Structure to qualify.
- The Madeira Historic District may need state approval to qualify.
- Sullebarger Discussion. Beth Sullebarger was referred to us by Mr. Ferguson to help us determine whether any of the structures we have in the Business District would qualify under the definition of “historic” for the purposes of a DRD. Her initial reaction was to state that having the structure under the National Historic Trust would definitely qualify. We are currently looking into the standards with Ms. Sullebarger’s assistance. She will submit a proposal for her services if the City decides the need for her assistance.

The committee agreed to have staff continue its evaluation of the process and report at the next meeting.

3. **Designated Outdoor Refreshment Area.** Mr. Moormann noted there was still interest in creating a DORA once there were a sufficient number of appropriate businesses available. Mayor Spencer noted she would like this to be evaluated as there may be some positive and negative issues that need to be considered.

The meeting was adjourned at 1:40 PM.

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Doug Moormann, Chair



## **PUBLIC WORKS COMMITTEE**

### **Meeting Agenda**

**September 21, 2020**

#### **Attendance:**

**Scott Gehring, Chair**  
**Tom Henning, City Council**  
**Traci Theis, City Council (sub. for Chris Hilberg)**  
**Tom Moeller, City Manager**  
**Lori Thompson, Assistant City Manager**

The meeting was called to order at 3:45 PM.

1. **City Engineering Contract.** Mr. Gehring called for discussion regarding seeking proposals for the City Engineering Contract. He indicated that Brandstetter Carroll has been in this capacity since 1988 and he would like to seek proposals from other consultants for 2021. Mr. Moeller has prepared a draft Request for Proposals/Qualifications which can be used to solicit these professional services. After some discussion, the committee agreed to proceed with the process and directed Mr. Moeller to advertise for the RFP/RFQ in advance of next year.
2. **Landscape Architectural Services.** The committee discussed seeking proposals from landscape architectural firms to provide design consultation for future projects such as the gateways at Camargo/Euclid Intersection and the Roundabout at Miami/East Galbraith along with the potential changes to Miami Avenue. Mr. Henning noted the importance to be consistent in the design concepts to create a unified branding of these projects. Mr. Moeller noted that an RFP can be developed to assist the committee and City Council in selecting a consultant firm which can develop the design concepts along with being part of the design team for each individual project. The committee directed Mr. Moeller to prepare and RFP/RFQ for these services and advertise it as soon as possible.
3. **McDonald Commons Master Plan.** The committee discussed the need to assist the Park Board with this process by engaging a consultant to develop a Master Plan for the park. There are major improvements desired at this facility along with some significant infrastructure improvements such as the installation of a large culvert pipe to create additional space on the north end of the property. There was also discussion about employing the same branding and design concepts discussed under the previous topic. After further discussion, the committee agreed that if a design firm which can develop the Master Plan and provide services for landscape design relative to other infrastructure projects can be hired, that would best serve the needs for the community. Mr. Moeller will develop an RFP/RFQ that attempts to find a firm capable of both park design and other landscape design services.

The meeting was adjourned at 4:20 PM.

## POLICE CHIEF REPORT

David A. Schaefer

September, 2020

- During the month of August, Auxiliary Officers worked:  
Mayor's Court
- Ohio Collaborative

A representative from the Ohio Collaborative conducted the on-site visit on September 9, 2020. Members of our organization were interviewed and answered questions pertaining to policy and procedures, to include documentation and supervisory review protocols.

The Madeira Police Department achieved its Full Compliance Ohio Collaborative Law Enforcement Agency Certification on September 17, 2020.

Group 1:  
Standard 1 Use of Force  
Standard 2 Recruitment and Hiring

Group 2:  
Standard 3 Community Engagement  
Standard 4 Body Worn Cameras  
Standard 5 Telecommunicator Training / Not Applicable

Group 3:  
Standard 6 Bias Free Policing  
Standard 7 Investigation of Employee Misconduct

Group 4:  
Standard 8 Vehicle Pursuits

- Real World De-Escalation Training

Chief Schaefer, Officers Grant and Mitchell participated in this four (4) hour training seminar. The training focused on how officers receive use of force training several times annually to overcome resistance, however; little attention, if any training has been given to officers in regards to de-escalation. It's clear that overcoming resistance is not enough. This training discussed and demonstrated practical and workable tactics to help de-escalate many encounters.

- Duty to Intervene Training

Lieutenant Phillips, Officers Miller and Mueller participated in this four (4) hour training seminar. The training discussed how the vast majority of officers are ethical, able to control their emotions, and respect the rights of citizens they serve. But some officers lose their cool or engage in unconstitutional practices. If officers are able to police others, we must also police ourselves. The law requires real-time intervention from fellow officers. Participants reviewed current and past events and discussed early intervention techniques. Direct emphasis for intervention was placed on the officer. Failing to intervene may result in termination, criminal charges, and civil rights lawsuits.

- Madeira Police Department statistics for August 2020 (attached)

**Madeira Police Department**  
**Statistics for August, 2020** \*COVID-19 Response Started 3/19/20

Description	Current Month	Year To Date	2019 Month	2019 Year to Date	Description	Current Month	Year To Date	2019 Month	2019 Year to Date
Hamilton County Calls	156	1,181	157	1291	Alarms	20	188	29	250
Auto Accident Investigations	8	45	10	77	Security Checks	897	6,707	736	5886
Auto Accident Citations	5	25	6	46	Motorist Assistance	12	128	14	150
Hazardous Traffic Citations	62	444	88	505	Suspicious Person / Vehicle	27	144	17	172
Other Traffic Citations	9	79	16	98	Domestics	0	0	0	4
Parking Citations	0	13	0	24	Animal Complaints	12	63	5	76
OVI (DUI) Citations	0	1	1	7	Animal Citations	0	0	0	0
Written Traffic Warnings /COP	34	332	50	347	Traffic Complaints	12	95	9	93
Felony Arrests	1	5	0	7	Traffic Details/Directed Patrols	301	2,387	303	2180
Misdemeanor Arrests	1	36	0	48	Juvenile Complaints	1	18	3	22
Minor Misdemeanor Citations	4	25	2	27	Juvenile Arrests	0	15	3	5
Capias/Recites	22	88	25	197	Life Squad Assistance	47	383	43	343
Vacation Checks	179	1,704	178	1473	Fire Run Assistance	10	99	22	105
Places Found Open	7	66	6	73	School Visits	177	1,313	139	992
Solicitor Complaints	1	11	3	21	Other Department Assistance	11	107	15	156
Zoning Complaints	9	99	57	221	Self-Initiated Details/Misc.	193	1,299	209	1689

Vehicle Assessment – Repair Costs			
Car #/Year/Make	Mileage	Current Month	Current Year
Car #116/2016 Tahoe	66,861	\$0.00	\$1,843.55
Car #117/2017 Tahoe	41,747	\$469.80	\$3,153.03
Car #118/2018 Charger (K9)	34,140	\$0.00	\$863.85
Car #119/2019 Tahoe	27,238	\$0.00	\$162.20
Car #219/2019 Tahoe	17,442	\$0.00	\$675.62
Car #98/2020 Tahoe	4,623	\$264.20	\$484.20
2020 Tahoe/Chief	13,624	\$0.00	\$53.39
2015 Tahoe/Detective	43,512	\$44.20	\$512.66
TOTALS	249,187	\$778.20	\$7,748.50

Mayor's Court Report			
2020		2019	
Fines	\$7,673.00	Fines	\$7,437.00
Seatbelt	\$220.00	Seatbelt	\$340.00
Costs	\$1,536.00	Costs	\$1,744.00
Computer Fund	\$960.00	Computer Fund	\$1,090.00
Bonds	\$0.00	Bonds	\$0.00
Capias Fees	\$275.00	Capias Fees	\$480.00
Expungements	\$20.00	Expungements	\$0.00
Total	\$10,687.00	Total	\$11,091.00

ORDINANCE NO. 20-09

ADOPTING A PUBLIC TREE CARE PROGRAM

WHEREAS, The City of Madeira is seeking a Tree City USA designation through the Arbor Day Foundation; and

WHEREAS, City Council recognizes the enhanced value that street trees add to the city through multiple benefits such as increased property values, health benefits, reduced energy consumption, and assisting with environmental conservation; and

WHEREAS, City Council desires to adopt a Public Tree Care program to further the benefits that street trees can offer; and

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

**Section 1. Purpose**

To enhance the quality of life and the present and future health, safety, and welfare of all citizens, to enhance property values, and to ensure proper planting and care of trees on public property, City Council herein delegates the authority and responsibility for managing street trees, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

**Section 2. Definitions**

As used in this Ordinance, the following words and phrases shall have the meanings indicated:

*Damage* - any injury to or destruction of a tree, including, but not limited to: uprooting, severance of all or part of the root system or main trunk, storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

*Nuisance* – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

*Parkway* – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion on the area between the street right-of-way line and the paved portion of the street or alley.

*Public Property* – all grounds and rights-of-way (ROWs) owned or maintained by the City.



*Public Tree* – any tree or woody vegetation on city-owned or city-maintained property or rights-of way.

*Top or Topping* – the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree as to remove the normal canopy and disfigure the tree.

**Section 3. Authority and Power**

A) *Delegation of authority and responsibility.* The City Manager, and/or their designee, shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-way, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

B) *Coordination among City Departments.* All City departments will coordinate as necessary with the City Manager and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements and other public properties.

C) *Interference.* No person shall hinder, prevent, delay, or interfere with the City Manager or their agents while engaged in carrying out the execution or enforcement of this ordinance.

**Section 4. Tree Planting and Care Standards**

A) *Standards.* All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.

B) *Requirements of Franchise Utility Companies.* The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.

C) *Tree Species List.* The City Manager shall develop and maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Only trees from this approved list may be planted without written approval from the City Manager.

D) *Planting Distances.* The City Manager shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten (10) feet of a fire hydrant.



E.) *Planting Trees Under Electricity Utility Lines.* Only trees listed as Ornamental trees on the official city tree species list may be planted under or within fifteen (15) lateral feet of any overhead utility wire.

F) *Protection of Public Trees during Construction.* Any person, firm, corporation, or city department performing construction near any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent damage.

#### **Section 5. Prohibition Against Harming Public Trees**

A) It shall be unlawful for any person, firm or corporation to damage, remove, or cause the damage or removal of a tree on a public property without written permission from the City Manager.

B) It shall be unlawful for any person, firm or corporation to attach any cable, wire or signs to any other object to any street, park or public tree.

C) It shall be unlawful for any person, firm or corporation to “top” any public tree. Trees severely damaged by storms or other causes, where pruning practices are impractical, may be exempted from this provision at the determination of the City Manager.

#### **Section 6. Adjacent Owner Responsibility**

A) The owner of the land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.

B) No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the City Manager shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work to remove such obstruction or interference and charge the cost to the property owner.

#### **Section 7. Certain Trees Declared a Nuisance**

A) Any tree or limb thereof, on private property determined by the City Manager to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.

B) Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with the treatment and/or removal as specified by the City Manager with the written notification period.

**Section 8. Violations and Penalty**

A) Any person, firm or corporation violating any provision of this Ordinance shall be deemed guilty of misdemeanor and shall be subject to a fine not to exceed five hundred dollars (\$500) for each offense.

*This Ordinance is subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.*

**RESOLUTION NO. 43-20**

**ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

WHEREAS, the Council of the City of Madeira, in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2021; and

WHEREAS, the Budget Commission of Hamilton County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and what part thereof is without, and what part within the ten-mill limitation.

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

**Section 1.** That the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

**Section 2.** That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten-mill limitation as shown in Exhibit "A" attached hereto.

**Section 3.** That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of Hamilton County.

*This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.*

SCHEDULE A	
SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES	

	Amount Approved by Budget Commission Inside 10M Limitation	Amount to be Derived from Levies Outside 10M Limitation	Tangible P.P. & P.U.P.P. State Reimbursements	Gross Levy Proceeds	County Auditor's Estimate of the Tax Rate to be Levied		
					Outside	Inside	TOTAL
GENERAL FUND	494,080	2,400,920	0	2,895,000	6.22	1.28	7.50
BOND	0	0	0	0	0.00	0.00	0.00
X8	0	0	0	0	0.00	0.00	0.00
X7	0	0	0	0	0.00	0.00	0.00
X6	0	0	0	0	0.00	0.00	0.00
X5	0	0	0	0	0.00	0.00	0.00
X4	0	0	0	0	0.00	0.00	0.00
X3	0	0	0	0	0.00	0.00	0.00
X2	0	0	0	0	0.00	0.00	0.00
X1	0	0	0	0	0.00	0.00	0.00
NEW	0	0	0	0	0.00	0.00	0.00
<b>TOTAL</b>	<b>494,080</b>	<b>2,400,920</b>	<b>0</b>	<b>2,895,000</b>	<b>6.22</b>	<b>1.28</b>	<b>7.50</b>

SCHEDULE B LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES	
1	2025
2	2026
3	2027
4	2028
5	2029
6	2030
7	2031
8	2032
9	2033
10	2034
11	2035
12	2036
13	2037
14	2038
15	2039
16	2040
17	2041
18	2042
19	2043
20	2044
21	2045
22	2046
23	2047
24	2048
25	2049
26	2050
27	2051
28	2052
29	2053
30	2054
31	2055
32	2056
33	2057
34	2058
35	2059
36	2060
37	2061
38	2062
39	2063
40	2064
41	2065
42	2066
43	2067
44	2068
45	2069
46	2070
47	2071
48	2072
49	2073
50	2074
51	2075
52	2076
53	2077
54	2078
55	2079
56	2080
57	2081
58	2082
59	2083
60	2084
61	2085
62	2086
63	2087
64	2088
65	2089
66	2090
67	2091
68	2092
69	2093
70	2094
71	2095
72	2096
73	2097
74	2098
75	2099
76	2100
77	2101
78	2102
79	2103
80	2104
81	2105
82	2106
83	2107
84	2108
85	2109
86	2110
87	2111
88	2112
89	2113
90	2114
91	2115
92	2116
93	2117
94	2118
95	2119
96	2120
97	2121
98	2122
99	2123
100	2124
101	2125
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103	2127
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133	2157
134	2158
135	2159
136	2160
137	2161
138	2162
139	2163
140	2164
141	2165
142	2166
143	2167
144	2168
145	2169
146	2170
147	2171
148	2172
149	2173
150	2174
151	2175
152	2176
153	2177
154	2178
155	2179
156	2180
157	2181
158	2182
159	2183
160	

CURRENT EXPENSE LEVIES		PERIOD OF TIME	Mills	Fiscal Year
Authorized on:	Charter	0	6.22	2,400,920
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	TOTAL		6.22	2,400,920
X8				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	Proposed	0	0.00	0
	TOTAL		0.00	0
X7				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	Election Date	0	0.00	0
	TOTAL		0.00	0
X6				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	Enter Date of Election	0	0.00	0
	TOTAL		0.00	0
X5				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
	Enter Date of Election	0	0.00	0
	TOTAL		0.00	0

**RESOLUTION NO. 44-20**

**AMENDING THE ANNUAL APPROPRIATION RESOLUTION NO. 46-19  
PROVIDING FOR FUNDS FOR CURRENT EXPENDITURES FOR  
THE YEAR ENDING DECEMBER 31, 2020 AND  
AMENDING THE CERTIFICATE OF ESTIMATED RESOURCES**

BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

**Section 1.** That the Annual Appropriation Resolution No. 46-19 providing for the current expenses and other expenditures for the year ending December 31, 2020, is hereby amended as follows:

<b>Additional Appropriations</b>	
SR-54 CRF	\$ 173,558

**Section 2.** Amending the Certificate of Estimated Resources for the year ended December 31, 2020 as follows:

<b>Additional Estimated Revenues</b>	
SR-54 CRF	\$ 173,558

**Section 3.** That the City Manager is hereby authorized to draw his warrants upon the Treasurer of the City for the amounts appropriated and for the purpose stated in the resolution of the proper vouchers thereof, or by RESOLUTION of Council to make expenditures.

**Section 4.** That this Resolution provides for an appropriation for current expenses and it shall, therefore, go into effect immediately.

*This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.*



**RESOLUTION NO. 45-20**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT  
WITH REDDEN FINE MEATS AND SEAFOOD LLC FOR THE PROPERTY  
LOCATED AT 7701 RAILROAD AVENUE, MADEIRA, OHIO (RAILROAD DEPOT)**

WHEREAS, the City of Madeira, Ohio owns certain real property ("Property") located at 7701 Railroad Avenue; and

WHEREAS, Council intends to lease the Property to Redden Fine Meats and Seafood LLC;  
and

WHEREAS, the Council of the City of Madeira recognizes the benefit that will continue to accrue to the community by the use that Redden Fine Meats and Seafood LLC would be able to make of the Property located at 7701 Railroad Avenue; and

WHEREAS, the terms and conditions of the proposed lease are acceptable to the City.

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

**Section 1.** That the City Manager is hereby authorized and directed to enter into a lease agreement with Redden Fine Meats and Seafood LLC for the Property located at 7701 Railroad Avenue in a form substantially the same as set forth in the Lease Agreement for the Railroad Depot attached hereto and incorporated herein as if fully set forth.

**Section 2.** That this Resolution shall take effect from and after the earliest period allowed by law.

***This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.***

**CITY OF MADEIRA, OHIO**  
**-MADEIRA TRAIN STATION LEASE AGREEMENT-**

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Leased Premises: 7701 Railroad Avenue, Madeira, OH 45243  
Initial Term: \_\_\_\_\_, 2020 – \_\_\_\_\_, 2025  
Lessee: Sean Redden

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THIS LEASE AGREEMENT ("Lease") is made and entered into as of \_\_\_\_\_, 2020 (the "Effective Date") by and between the **City of Madeira**, an Ohio Municipal Corporation, whose address is 7141 Miami Avenue, Madeira Ohio 45243 hereinafter referred to as "Lessor" and **Sean Redden**, individually, hereinafter referred to as "Lessee".

Section 1: Description of the Leased Premises

In consideration of the rents, terms, provisions and covenants of the Lease, Lessor hereby leases, lets and demises to the Lessee the premises located at 7701 Railroad Avenue, Madeira, Ohio 45243, being Hamilton County Auditor's Parcel No.: 525-0002-0275-00, including all improvements contained thereon (hereinafter referred to as "Leased Premises").

Section 2: Term of the Lease

Subject to and upon the conditions set forth below, the initial term of this Lease shall be for five (5) years, commencing on the Effective Date and lasting until \_\_\_\_\_, 2025 (the "Initial Term"). Rent for the Initial Term is set forth in Section 3.

So long as Lessee is in compliance with all the terms and conditions set forth in this Lease, Lessee shall have the option to renew this Lease for an additional five (5) year term ("First Renewal Term") by providing Lessor with written notice of its intention to renew at least sixty (60) days prior to the expiration of the Initial Term. Rent for the First Renewal Term is set forth in Section 3.

Upon expiration of the First Renewal Term, so long as Lessee is in compliance with all the terms and conditions set forth in this Lease, Lessee shall have the right to request renewal of the Lease for an additional five (5) year term ("Second Renewal Term") by notifying the Lessor of Lessee's intent to renew, in writing, no less than sixty (60) days prior to the expiration of the First Renewal Term. The amount of rent to be paid during the Second Renewal Term must be agreed to by the parties, in writing, before such Second Renewal Term shall be effective.

Upon expiration of the Second Renewal Term, so long as Lessee is in compliance with all the terms and conditions set forth in this Lease, Lessee shall have the right to request renewal of the Lease for an additional five (5) year term ("Third Renewal Term") by notifying the Lessor of Lessee's intent to renew, in writing, no less than sixty (60) days prior to the expiration of the Second Renewal Term. The amount of rent to be paid during the Third Renewal Term must be agreed to by the parties, in writing, before such Third Renewal Term shall be effective.

Upon expiration of the Third Renewal Term, so long as Lessee is in compliance with all the terms and conditions set forth in this Lease, Lessee shall have the right to request renewal of the Lease for an additional five (5) year term ("Fourth Renewal Term") by notifying the Lessor of Lessee's intent to renew, in writing, no less than sixty (60) days prior to the expiration of the Third Renewal Term. The amount of

rent to be paid during the Fourth Renewal Term must be agreed to by the parties, in writing, before such Fourth Renewal Term shall be effective.

Collectively, the Initial Term and any subsequent Renewal Terms are referred to herein as the "Term." The First Renewal Term, Second Renewal Term, Third Renewal Term, and Fourth Renewal Term may be referred to herein individually as a "Renewal Term," and, collectively, as the "Renewal Terms." All provisions of this Lease shall continue to apply during any Renewal Term.

### Section 3: Rental Terms

(A) Rent. Lessee shall pay to Lessor monthly rent for the Leased Premises, in advance, on the first day of each calendar month during the Term, without notice, demand, deduction, or set-off, for the Initial Term and each Renewal Term, if applicable, as follows (the "Rent"):

i. Initial Term.

<b>Initial Term</b>	<b>Time Period</b>	<b>Monthly Rent</b>
First Year	( __/__/2020 – __/__/2021)	\$2,000.00
Second Year	( __/__/2021 – __/__/2022)	\$2,100.00
Third Year	( __/__/2022 – __/__/2023)	\$2,200.00
Fourth Year	( __/__/2023 – __/__/2024)	\$2,300.00
Fifth Year	( __/__/2024 – __/__/2025)	\$2,300.00

Notwithstanding the foregoing, Lessee shall not be obligated to pay Rent during the Initial Term prior to the earlier of the following two dates: (i) the date six (6) months immediately after the Effective Date; or (ii) the date the business on the Leased Premises is open for retail sales (the earlier of such dates shall be the "Rent Beginning Date").

ii. First Renewal Term.

<b>First Renewal Term</b>	<b>Time Period</b>	<b>Monthly Rent</b>
First Year	( __/__/2025 – __/__/2026)	\$2,400.00
Second Year	( __/__/2026 – __/__/2027)	\$2,500.00
Third Year	( __/__/2027 – __/__/2028)	\$2,600.00

First Renewal Term	Time Period	Monthly Rent
Fourth Year	(__/__/2028 – __/__/2029)	\$2,700.00
Fifth Year	(__/__/2029 – __/__/2030)	\$2,700.00

iii. Subsequent Renewal Terms. The amount of Rent to be paid during any Renewal Term other than the Initial Renewal Term must be agreed to by the Lessor and Lessee, in writing, before such Renewal Term shall be effective.

(B) Rent Prorated. Rent for partial months shall be prorated. The first monthly payment of Rent shall include any prorated rental for the period from the Rent Beginning Date to the first day of the first full calendar month after the Rent Beginning Date.

(C) Deposit. On the Effective Date, Lessee shall deliver to Lessor a deposit of \$1,000 ("Deposit") as security for the performance of Lessee's obligations hereunder. In the event of a default by Lessee, Lessor at its option may apply such part of the Deposit as may be necessary to cure the default, and if Lessor does so, Lessee shall, within five (5) days of receipt of written demand therefor, redeposit with Lessor an amount equal to that so applied so that Lessor will have the full Deposit on hand at all times during the Term. Upon termination of the Lease, provided Lessee is not in default hereunder, Lessor shall refund to Lessee any then remaining balance of the Deposit, without interest.

#### Section 4. Taxes

Lessor agrees to pay real estate taxes, including any and all general or special assessments which may be levied or assessed by any lawful authority for each calendar year during the Term including those assessed against the land and/or buildings comprising the Leased Premises.

#### Section 5: Usage

Lessee warrants and represents to Lessor that the Leased Premises shall be used and occupied only as a ***Retail Butcher, Meat, and/or Delicatessen Shop*** and for no other purposes whatsoever. Lessee shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees and visitors in such a way as is safe, careful and lawful and will not create a nuisance or otherwise interfere with, annoy or disturb anyone in its normal business operations. Lessee shall not commit, nor suffer to be committed, any waste on the Leased Premises. Lessee agrees that it will open its business in the Leased Premises and will continuously and actively operate and conduct its business in the entire Leased Premises, fully stocked and staffed, during the entire Term of this Lease, on such days and for such hours as shall be customary for Lessee's business.

#### Section 6: Renovation Requirements, Repairs and Maintenance

Lessee acknowledges: (i) upon delivery of possession of the Leased Premises by Lessor to Lessee, Lessee shall accept the Leased Premises, and all improvements, betterments and equipment "AS IS," with no representation or warranty by Lessor as to the condition or suitability of the Leased Premises for Lessee's purpose; and (ii) Lessor has no obligation to improve or repair the Leased Premises, except as specifically set forth in this Lease.

(A) Lessor Obligations:

1. The Lessor shall not be required to make any interior improvements including electrical and plumbing to the Leased Premises. Repairs of any kind or character to the Leased Premises during the Term shall be brought to the attention of the Lessor by the Lessee at which time the Lessee and Lessor shall agree upon the repairs to be made and the manner in which they are made, and the party responsible for the expenses for such repairs in accordance with this Lease. Lessor agrees to pay all commercially reasonable expenses related to the initial upgrade of the electric service to meet the needs of the additional equipment necessary to operate the proposed business, which shall be subject to the Lessor's written pre-approval, which shall not be unreasonably withheld or delayed.
2. The Lessor shall maintain the heating and air-conditioning system to its appropriate capacity (70 degrees) less ordinary wear and tear.
3. Lessor shall provide termite control/extermination.
4. Lessor shall provide snow and ice removal from the designated parking spaces and adjacent parking areas, consistent with its policies and practices at the time; provided, however, that removal of snow and ice from the designated parking spaces and adjacent parking areas shall take place after the Lessor has satisfactorily addressed snow and ice removal from public streets. Lessee shall be permitted to contract for snow and ice removal from the designated parking spaces and the Leased Premises at its own cost and expense.
5. Lessor agrees to provide eleven (11) designated parking spaces located to the east and adjacent to the Leased Premises. Signs will be installed to identify restricted hours for each space and read "Parking For \_\_\_\_\_ Customers Only – Monday-Thursday \_\_\_\_AM – \_\_\_\_PM and Friday - Saturday \_\_\_\_AM - \_\_\_\_PM and Sunday \_\_\_\_AM - \_\_\_\_PM."
6. Lessor shall be responsible for landscape and grounds maintenance on the Leased Premises.

(B) Lessee's Obligations:

1. Lessee shall, at its own cost and expense, maintain all parts of the Leased Premises in good repair and condition, including, but not limited to, interior repairs whether structural or non-structural, glass windows, doors, and removal of debris, except as provided in Section 6(A).
2. Lessee shall keep the sidewalk in front of and along said Leased Premises free from snow and ice and other obstructions.
3. Lessee shall install its own signage and be responsible for all signage and lighting. All signage and lighting shall conform to Madeira Codes and be approved in writing by Lessor, which such approval shall not be unreasonably withheld or delayed.
4. Lessee shall not allow any damage to be committed on any portion of the Leased Premises, and at the termination of the Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to the Lessor in as good condition as existed as of the Effective Date, ordinary wear and tear excepted. The cost of any repairs necessary to restore the condition of the Leased Premises shall be borne of the Lessee, and if Lessor undertakes to restore the Leased Premises, it shall have a right, at Lessor's option, to deduct such costs from the Deposit, seek reimbursement for such costs from Lessee, or both (if the costs of repair exceed the Deposit).
5. Lessor agrees that Lessee is permitted to remove the front counter located on the Leased Premises and shall not be required to replace such counter on the termination of the Lease.
6. Lessor agrees that Lessee shall not be required to remove the concrete pad that is installed on the Leased Premises to support the exterior refrigeration equipment on the



south side of the building on the termination of the Lease.

#### Section 7: Utilities

Lessee shall pay the cost of all utilities consumed on the Leased Premises, including, but not limited to gas, water, and electric.

Lessee shall pay all costs caused by Lessee introducing excessive pollutants or solids other than ordinary human waste into the sanitary sewer system. Lessor shall not be required to pay for supplies or upkeep of the Leased Premises. Lessor shall not be responsible for the failure of Lessee to receive utility service at any time, and such failure shall not constitute a default by Lessor under this Lease.

#### Section 8: Insurance

Lessee shall procure and maintain at Lessee's cost and expense during the entire Term, with insurance companies authorized to operate in the State of Ohio, possessing not less than an A- rating from A.M. Best Company and otherwise acceptable to Lessor, insurance coverage to protect the interest of Lessor satisfying the following minimum requirements:

- Workers Compensation in accordance with Ohio law
- Employer's Liability - \$1,000,000 per occurrence
- Comprehensive General Liability - Not less than one million dollars (\$1,000,000.00) of combined bodily injury and property damage coverage per occurrence, including contingent liability coverage and two million dollars (\$2,000,000.00) in the aggregate.
- Automobile - Not less than \$1,000,000 per occurrence, covering all owned, non-owned and hired vehicles used in connection with Lessee's business.

With respect to coverages other than Workers' Compensation, Lessor shall be named as an additional insured on such insurance. Lessee shall deliver to Lessor Certificates of Insurance reflecting the coverages and limits of liability provided on the Effective Date and upon the reasonable request of Lessor thereafter. Lessor reserves the right to require the Lessee to furnish copies of the policies represented by the Certificates. No such insurance coverage may be cancelled or altered in a manner affecting Lessor's rights thereunder without 30 days' advance written notice to Lessor. No occupancy shall occur by Lessee until such policies are received and approved by the Lessor. Failure to obtain and maintain all such coverages throughout the Term shall be deemed an act of default on the part of the Lessee.

Lessor shall obtain at its expense, insurance against fire and other such risks for insuring the replacement cost of the building on the Leased Premises.

#### Section 9: Compliance with Laws, Rules and Regulations

Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, regulations and other requirements of state, federal, municipal or other agencies or bodies that have jurisdiction related to the use, condition and other occupancy of the Leased Premises, including but not limited to, those governing zoning, health, safety, occupational hazards, pollution, and environmental control. Lessee will not maintain or permit any nuisance to occur on the Leased Premises.

#### Section 10: Alterations and Improvements

Lessee shall not make or allow to be made any alterations or physical additions in or to the Leased Premises including those outlined in Section 6 without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Any alterations, physical additions or improvements to the Leased Premises made by the Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time the Lessee took possession. The Lessee shall either remove the alterations or shall be responsible for all costs of removal and/or alterations. All damage caused to the Leased Premises by such removal shall be promptly repaired by Lessee or at Lessee's sole expense. *Any exterior improvements to the building or surrounding grounds shall be subject to approval of the Madeira Historic Preservation Commission and the procedures governing its process.*

#### Section 11: Liens

Lessee shall not permit any lien or claim for any lien of any mechanic, laborer or supplier or any other lien to be filed against the building, the land on which the building is located, the Leased Premises, or any part thereof arising out of the work performed, or alleged to have been performed by, or at the direction of, or on the behalf of the Lessee. If any such lien or claim for lien is filed, the Lessee shall immediately either institute legal proceedings to have such lien or claim for lien released of recorded or shall deliver to Lessor a bond, in form, content, amount and issued by surety, satisfactory to Lessor, indemnifying Lessor and others designated by Lessor against all costs and liabilities resulting from such lien or claim for lien and foreclosure or attempt to foreclose thereof.

#### Section 12: Hold Harmless

- (A) Lessor shall not be liable to the Lessee or Lessee's employees, agents, invitees, licensees, or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises caused by negligence or willful misconduct of the Lessee, its agents, servants, or employees or of any other person entering upon the Leased Premises under the express or implied invitation of the Lessee, or caused by the building and improvements located on the Leased Premises, becoming out of repair, or caused by leakage of gas, or oil, water or steam or by electricity emanating from the Leased Premises.
- (B) Lessee shall indemnify, hold harmless and defend Lessor, its officers, employees, agents, elected officials and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which Lessor, its officers, employees, agents, elected officials and volunteers may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Lessee, its agents, servants, or employees, in the execution, performance or failure to adequately perform Lessee's obligations pursuant to this Lease or otherwise resulting from the negligence or willful misconduct of Lessee.

#### Section 13: Fire and Casualty

If the Leased Premises should be damaged or destroyed by fire or other casualty, or if the Leased Premises should be so damaged that rebuilding cannot reasonably be completed within sixty (60) working days after the date of written notification by Lessee to Lessor of the destruction, without substantial interruption of normal business activities to Lessee, this Lease shall terminate and Rent shall be abated from the time of the casualty until the date of termination. In no event shall Lessor be required to expend funds in excess of insurance proceeds actually received by Lessor to repair any damage to the Leased Premises caused by fire or other casualty.

#### Section 14: Assignment, Sub-letting and Partition

Lessee shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber all or any part of Lessee's interest in this Lease, or sublet the Leased Premises or any part thereof without first obtaining in each and every instance Lessor's prior written consent, and any attempt to so assign, transfer, mortgage, encumber or sublet without Lessor's prior written consent shall be null and void *ab initio*. Lessee hereby acknowledges that any request for Lessor's consent shall be accompanied by a copy of the proposed assignment/transfer/sublease and such other information as Lessor requests concerning the proposed assignee/transferee/sub-lessee to allow Lessor to make an informed judgment as to the financial condition and operations of the proposed assignee/transferee/sub-lessee.

#### Section 15: Default

In the event of any failure of the Lessee to timely pay any Rent or other charges herein set forth, Lessor shall provide written notice to Lessee and provide Lessee an opportunity to cure said default within five (5) days. In the event that the default is for non-monetary issues, Lessor shall provide written notice to Lessee of default and provide Lessee with an opportunity to cure said default within forty-five (45) days.

After demand and failure of Lessee to perform any covenants, conditions, and agreements contained herein, Lessor, in addition to all other rights and remedies provided in law or equity, shall have the immediate right of re-entry and the right to remove all Lessee's personal property from the Leased Premises. Lessor may either:

1. Re-let the Leased Premises or any part thereof upon such terms and conditions and at such rent as Lessor may deem advisable, and apply such rent received to the payment of (a) any indebtedness (other than Rent) due hereafter from Lessee, (b) any indebtedness of any costs and expenses of such re-letting, or (c) Rent due and unpaid hereunder; and the remaining rent, if any, shall be held by Lessor and applied to payment of future Rent as same may be due and payable hereunder. In the event such rent received from such re-letting is less than that due and owing during that month from the Lessee, Lessee shall be responsible for and shall promptly pay such deficiency to Lessor; or
2. Lessor may terminate this Lease and recover from Lessee all damages it may incur by reason of default, including reasonable attorneys' fees.

In the event that the Lessor fails to observe or perform any term or condition herein required to be observed or performed by Lessor and such failure is not cured within sixty (60) days after written notice from Lessee, then Lessee may declare the Lessor to be in default herein and shall be entitled to all rights and remedies provided in law or equity.

#### Section 16: Holding Over

Notwithstanding anything herein to the contrary, Lessee may hold over in the Leased Premises on a month to month basis (the "Holdover Period") following expiration of the Term, in which case all provisions of this Lease shall continue in full force and effect, as applicable. Lessee shall pay Lessor during such Holdover Period, monthly Rent in an amount equal to 125% of the monthly Rent payable during the last calendar month preceding the expiration of the Term. Either party shall have the right to terminate the Holdover Period upon not less than thirty (30) days prior written notice to the other party. If Lessee fails to surrender the Leased Premises upon termination of the Holdover Period, Lessee shall indemnify, protect, defend and hold Lessor harmless from all claims, damages, judgments, suits, causes of action, liabilities, penalties, fines, expenses, and costs (including reasonable attorneys' fees and costs) including, without

limitation, expenses reasonably incurred by Lessor to return the Leased Premises to the condition in which Lessee was obligated to surrender it and claims made by any succeeding Lessee founded on or resulting from Lessee's failure to surrender the Leased Premises in a timely manner. Notwithstanding the foregoing or anything herein to the contrary, in no way shall Lessee be liable for consequential damages resulting from Lessee holding over past the Holdover Period.

#### Section 17: Notice

All bills, statements, notices, or communications which Lessor may be required to give to Lessee shall be deemed sufficiently given or rendered, if in writing and whether delivered to the Lessee personally or sent by registered or certified mail addressed to the Lessee at the address first above listed, and the time of the rendition thereof or the giving of such notice or communication shall be deemed to be at the time when the same is delivered to the Lessee or deposited in the mail as herein provided. Any notice by Lessee to Lessor must be served by registered or certified mail addressed to Lessor at the address where the last previous rent hereunder was payable.

#### Section 18: Waiver

No provision of this Lease shall be altered, waived or extended, except in writing signed by both parties. Lessor shall not be considered to have waived any of those rights, covenants or conditions unless evidenced by its written waiver and the waiver of one default of right shall not constitute the waiver of any other. The acceptance of Rent shall not be construed to be a waiver of any breach or condition of this Lease.

#### Section 19: Arbitration

Any dispute, claim or controversy related to or arising out of this agreement shall be settled in accordance with the commercial rules of the American Arbitration Association and said arbitration shall be conducted in the Cincinnati Regional Office. The decision of the arbitrator shall be final, binding and conclusive, and enforceable in any court of competent jurisdiction.

#### Section 20: Miscellaneous

This Lease shall be governed by the laws of the State of Ohio. This Lease contains the entire agreement between the parties. Any executor agreement hereunder shall be ineffective to change, modify, discharge or effect the abandonment of it in whole or in part unless the executor agreement is in writing, signed by the party against whom the enforcement of the change, modification, discharge or abandonment is sought. This Lease shall not be recorded.

#### Section 21: Quiet Enjoyment

Lessee upon paying the Rent hereunder and performing and complying with its agreements herein contained may lawfully and quietly hold and occupy the Leased Premises during the Term hereof, without any let, ejection or molestation by Lessor, except as herein provided.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Cincinnati, Ohio on the day and year first above mentioned.

WITNESS:

\_\_\_\_\_

LESSOR:

City of Madeira

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

Name: Thomas W. Moeller

Title: City Manager

WITNESS:

\_\_\_\_\_

LESSEE:

\_\_\_\_\_  
Sean Redden

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