



CTM Minutes - Group: CTM Board Meeting

By Barry Gee, Secretary

Date: July 1, 2024, 7:00pm

Location: Hybrid Meeting – In-person at Clifton Recreation Center. Online using Google Meets

Board Members Present (13): In Person: Steve Goodin, Gerald Checco, Jan Checco, Mindi Rich, Tim Noonan, Jayme Ritter, Justin Ogilby, Rachel Wells, John Whedon, Genet Singh, Nestor Melnyk, Ben Pantoja, Kevin Leahy

Absent (2): Barry Gee, Leah Kottyan

A quorum is present. Meeting called to order at 7:00.

(U) below will represent a unanimous vote.

Public Attendance (14): Mary Pat Lienhart, Tom Lienhart, Shawn Dent (CPD), Jennifer Mitsch (CPD), Julie Graham (CPD), Owen Waller, Ben Pantoja, Chris Pantoja, Bob Hyland, Meg Moses, Herb Robinson, Marianne Brunner, Kevin Marsh, Eric Urbas, Michele Schwenkner, Brittany Havens, Julie Graham, Jennifer Milsen, JD, LR, Erin Delaney, Eugeny Mitcheer, CFD Firemen

Virtual Attendees (1): Katie Kalafut, OKI representative, 1 other

Welcome to our meeting – Contact the CTM email at contactctm@cliftoncommunity.org

Motion to update agenda.

Motion proposed by Nestor Melnyk, Gerald Checco seconded to move the following items to the beginning of the agenda:

- Add approval of June Board Meeting Minutes
- Add vote on new CTM Trustees
- Add Cincinnati Police Dept. (CPD) review.

Motion passes (U)

Vote on New CTM Trustees

There are three candidates for CTM Trustee with two spots open. The candidates are Ben Pantoja, Kevin Leahy, and Thomas Smith. After the votes were counted by Jan Checco, Steve Goodin announced that Ben Pantoja and Kevin Leahy were elected as the new CTM Trustees.

Approval of May Meeting Minutes

Motion to approve June minutes proposed by Gerald Checco, Rachel Wells seconded. Passed (U)

Police Report – Officer Shawn Dent, Cincinnati Police Dept. (CPD)

Officer Dent updated on the Bohemian Hookah Bar. There is an upcoming eviction hearing for the bar tomorrow and CPD has been reviewing camera footage and turning it over to the City of Cincinnati Law Dept.

Officer Dent also stated that CPD has been collaborating with the landlord of Clifton Colony to reduce crime and they have seen some improvements recently.

Officer Dent introduced Lieutenant Jennifer Mitsch and Sergeant Julie Graham to discuss the camera integration program.

Lt. Mitsch discussed a video integration system that CPD has that provides three main capabilities:

- Residents or businesses can register with the system to be able to provide video in case of crime activity in their area.
- The second option is to integrate directly with the video management system. This would allow CPD to monitor activities using any camera in the program.
- Another option is for school safety. For schools that are interested in the program there would be the option to have panic buttons that would alert CPD to emergency incidents and provide exact locations.

Lt. Mitsch gave Atlanta as an example of a city that currently has 20K registered and another 20K cameras integrated. Gerald Checco pointed out that the Clifton Business District has about 30 cameras currently and asked if these could be integrated. Lt. Mitsch responded that they could be but there are some caveats and a small fee.

Fire Report – Cincinnati Fire Dept. (CFD)

Engine 34 made 372 runs in the month of June. That breaks down as 300 EMS runs, 60 fire runs and 12 other runs. This is double the volume that we saw eight years ago.

There are two new ambulances in service. The press reported that they are in service due to the heat emergency but that is not accurate. They are in service to supplement the current 12 ambulances from 10:00am to 10:00pm.

Engine 34 has seen an uptick on the number of stray animals dropped off in front of the firehouse. They said that the shelter in Northside no longer takes cats which would explain some of this increase. Steve Goodin pointed out that Ohio Alley Cat would be a useful source for stray cats.

Treasurer Report – Gerald Checco

Gerald Checco stated that all Neighborhood Support Program (NSP) funds have been spent for the year. He will create an end-of-year NSP report.

This month we had to pay Worker's Compensation. This covers us for times we must hire police officers for events.

Gerald said he was contacted by the Clifton Community Fund to pass through a grant of \$5000 to help a business on Ludlow with new signage.

Gerald reported that he received an announcement that the Community Budget Request (CBR) process is about to start. Each community will be able to submit three requests. He believes the deadline for this will be shortly after the CTM August meeting so he will work to have a proposal the Trustees can vote on by then.

Clifton Recreation Center (CRC) Report — Brittany Havens

The Back to School Bash is on August 10 from 12:00 – 3:00. The event will be at CRC, Fairview and CANS with McAlpin being closed between the schools.

CRC will have another Buy Nothing event at the center on September 28 from 10:00 – 1:00.

Designated Outdoor Refreshment Area (DORA) — Gerald Checco

DORA is a State of Ohio program that allows cities to designate areas where people can carry open container alcoholic beverages. Cincinnati currently has several DORAs in operation.

Clifton Business Association applied years ago to be the next DORA but then Mayor Cranley put all DORAs on hold and wanted to put a process in place. The program is opening back up and the Clifton Business Association has asked Gerald to meet with the Westwood DORA administrator to better understand the pros and cons from their perspective. The report of that meeting is attached to these minutes.

Any application for a DORA would be submitted by the CBA. Community engagement would have to be conducted prior to any application submission. The Clifton DORA would be on Ludlow from Middleton past Clifton Ave. and would include Hosea (to include Dewey's and CCAC). The times that a DORA would be in effect are up to the community.

Committee Roll Call

Arts & Culture – Mindi Rich

Jan Checco reported that there is an Off Ludlow Gallery show opening this Friday featuring emerging young artists from India.

Caretaking/Beautification – Jayme Ritter

No report this month.

Chronicle – Jan Checco

Deadline for stories and ads is July 24.

Clifton Boundaries — Mary Pat Lienhart

No report this month.

Clifton Golf Outing — John Whedon

This event will be held on August 24th.

Gerald Checco reported that there are now 21 sponsors confirmed and another 17 still possible. There has been \$20K committed at this point.

The annual Friend of Clifton Award will be presented to Leslie Mooney of the Clifton Cultural Arts Center.

Kevin Marsh and John Whedon are building a website for the Golf Outing.

Gerald Checco proposed a motion to advance the \$3000 that CTM will receive from the Golf Outing to Clifton Recreation Center to upgrade the projection equipment. This was already approved by the CTM Board of Trustees, but we need a motion approved to advance CRC the money and get reimbursed later by the Golf Outing proceeds. Motion seconded by Jan Checco. Approved U.

Clifton Soccer – Mindi Rich

No report this month.

Communications – Open

Steve Goodin reported that CTM Board departures created several issues in our communications capabilities. We have a Facebook account as well problems accessing our Mailchimp account.

Rachel Wells recognized and thanked Kevin Marsh for assisting with many of the technical communications issues we have experienced.

Gerald Checco stated that Ben Pantoja is interested in chairing the Governance Committee and suggests that Governance work closely with the Communications Committee to establish procedures for staff turnover and to establish controls on passwords and access.

Steve Goodin named Leah Kottyan as Chair of the Communications Committee and Ben Pantoja as Chair of the Governance Committee. Board voted and approved (U).

Events – Barry Gee

No report this month.

Governance – Ben Pantoja

No report this month.

Housing & Zoning – Rachel Wells

Rachel Wells reported that the committee will not meet in July but that committee members will still be investigating issues surrounding the Connected Communities program. Gerald Checco suggested that the committee send out the questions/answers created during the Reggie Harris presentation on Connected Communities. Rachel agreed that these will be distributed.

Membership & Nominating – Tim Noonan

No report this month.

Neighborhood Support Program – Gerald Checco

No report this month.

Parks – Rachel Wells

No report this month.

Public Safety – Tim Noonan

No report this month.

Transportation – Justin Ogilby

Justin Ogilby proposed a motion to ask the Department of Transportation to allow street parking on the eastbound approach to the business district from the bend (Cornell) up to Whitfield. Nestor Melnyk mentioned that this may help slow down traffic coming into the business district and would add some needed parking. Jan Checco seconded.

Voting: Yes: Jan Checco, Jayme Ritter, Gerald Checco, Genet Singh, Mindi Rich, Nestor Melnyk, Justin Ogilby, Rachel Wells, N: None (John Whedon and Tim Noonan had left the meeting).

Justin Ogilby said the committee is still working on the Clifton Ave. redesign. They have completed traffic counting and are in the process of developing base maps. The maps will allow the committee to look at the area in different sections that may require different treatments.

Welcome & Connect – Mindi Rich

Mindi reported that the Clifton Branch Library will be hosting a gathering for international families/individuals to connect to resources to give assistance on

such items as how to apply for a driver's license and understanding healthcare options. This work was previously done over several weeks; this year made it a 1-time event more like a fair, working with UC and their international programs coordinator.

Liaison Roll Call

Uptown Consortium – Steve Goodin

No report this month.

Invest in Neighborhoods – Gerald Checco

There will be a meeting on July 17 on how to submit CBR requests.

Clifton Community Fund – Gerald Checco

No report this month.

Clifton Business Association – Jan Checco

No report this month.

Neighborhoods of Uptown – Rachel Wells

No report this month.

Community Questions/Concerns:

Steve Goodin announced that the Charter Committee of Cincinnati will soon kick off a speaker series. These will include David Mann speaking on Boss Cox, David Pepper speaking on proportional and rank choice voting and Dan Hurley speaking on governance.

Eric Urbas reported that he has received three inquiries about buying his property.

Next CTM Board Meeting 8/5.

Motion to adjourn by Gerald Checco, Steve Goodin second. (U)

Respectfully submitted,
Barry Gee, Secretary

Attachments:

July 2024 CTM Agenda
Treasurer Report
Board Candidate Bios
DOTE Parking Motion
Report on meeting with Westwood DORA

Agenda

Join in-person: Clifton Recreation Center, 320 McAlpin Avenue

Join Remotely: <https://meet.google.com/qym-wjou-ncx>

Time	Topic	Topic Lead
7:00	Welcome / Roll Call	Pres. Steve Goodin
7:03	Treasurer's Report	Treas. Gerald Checco
7:06	NSP Funds Update	Treas. Checco
7:11	Misc. Business Updates	Pres. Goodin
7:16	Fire Report	
7:21	Clifton Recreation Center Report	Dir. Brittany Havens
7:26	CTM Trustee Vacancy Vote	Pres. Goodin
7:31	Transportation Committee Motion 1 – Request DOTE to allow 24-hour parking on the eastbound approach of Ludlow Ave between Cornell and Whitfield	Trustee Justin Ogilby
7:41	CTM Communications – MailChimp, Facebook, CTM General Mailbox – Create Ad Hoc Committee	Pres. Goodin

7:51	Clifton Golf Outing Update	Gerald Checco for John Whedon
7:56	Welcome & Connect Program	Trustee Mindi Rich
8:01	Designated Open Refreshment Area (DORA) Update	Treas. Checco
8:03	Committee Roll Call	Pres. Goodin
8:08	Community Questions and Concerns	Pres. Goodin
8:13	Adjournment – Next meeting	Pres. Goodin

Motions

Motion and/or Supporting Documents	Sponsor
Treasurer's Report	Treas. Checco
Three candidates seeking to fill two vacant CTM trustee seats. Click here to view information about candidates Ben Pantoja, Kevin Leahy and Tom Smith.	Pres. Goodin
Request DOTE to allow 24-hour parking on the eastbound approach of Clifton Ave between Cornell and Whitfield	Trustee Ogilby
Designated Open Refreshment Area (DORA) Update	Treas. Checco



Clifton Town Meeting - CTM

June

2024

Categories



[General Account](#)



[Chronicle Account](#)



[Art Account](#)



[Savings](#)



[Membership](#)

TTL Membership= 427

Year Membership= 216

LifeMembership= 211

Grants Administration



[NSP Grant](#)



[CCF Grant](#)



[Other Grant](#)



Clifton Soccer

Data provided
quarterly by Clifton
Soccer Volunteers

Submitted by:

Gerald Checco

Fiance Committee:

Gerald Checco (Treasurer)

Mindi Rich (Vice President)

Tim Noonan (Past Treasurer)

John Whedon (Golf)

Jan Checco (Chronicle)

Joyce Rich (OLG)

Nicholas Frame (Clifton Soccer)

Date

6/28/2024

Clifton Town Meeting

Budget and YTD



Budget and YTD

General Ledger

	Budget	YTD	Difference
Income			
Membership	\$3,800.00	\$732.00	\$3,068.00
Donation	\$200.00	\$650.00	-\$450.00
AIG Interest	\$900.00	\$0.00	\$900.00
Interest CD	\$1,000.00	\$0.00	\$1,000.00
Memorial Day Income	\$2,000.00	\$1,343.00	\$657.00
Golf Income	\$33,000.00	\$12,500.00	\$20,500.00
Art Crossing	\$1,000.00	\$650.00	\$350.00
Total Received	\$41,900.00	\$15,875.00	\$26,025.00
Expenses			
Administration	\$2,000.00	\$306.19	\$1,693.81
Committee Support	\$1,000.00	\$0.00	\$1,000.00
Fees Square	\$50.00	\$0.00	\$50.00
Fees PayPal	\$200.00	\$18.07	\$181.93
House Tour	\$500.00	\$500.00	\$0.00
CANS Diversity	\$465.00	\$465.00	\$0.00
Memorial Day	\$2,500.00	\$910.68	\$1,589.32
Art Crossing	\$1,500.00	\$0.00	\$1,500.00
Golf Expenses	\$10,000.00	\$100.00	\$9,900.00
Grant to ther	\$20,000.00	\$0.00	\$20,000.00
Grant to CTM	\$3,000.00	\$0.00	\$3,000.00
Total	\$41,215.00	\$2,199.94	\$39,015.06

Chronicle

Income	Budget	YTD Difference	
Advertizing	\$16,500.00	\$1,288.00	\$15,212.00
Other	\$200.00	\$206.17	-\$6.17
Total	\$16,700.00	\$1,494.17	
Expenses			
Design	\$4,000.00	\$0.00	\$4,000.00
Printing	\$8,100.00	\$0.00	\$8,100.00
Mailhouse	\$1,600.00	\$0.00	\$1,600.00
Mailing	\$2,600.00	\$0.00	\$2,600.00
Total	\$16,300.00	\$0.00	

Art

Income	Budget	YTD Difference	
Sale	\$15,000.00	\$813.86	\$14,186.14
Other	\$200.00	\$530.83	-\$330.83
Grant		\$0.00	
Total	\$15,200.00	\$1,344.69	
Expenses			
Payment to artists	\$10,500.00	\$265.30	\$10,234.70
Payment to curator	\$2,000.00		
Square Fees	\$750.00		
Expenses	\$1,950.00	\$0.00	\$1,950.00
	\$15,200.00	\$265.30	\$14,934.70

Clifton Soccer

Income			
Fees	\$26,000.00	\$9,600.00	
Total	\$26,000.00	\$9,600.00	
Expenses			
Equipment/ Uniforms	\$8,500.00	\$1,800.00	
League Fees	\$8,000.00	\$360.00	
Referees	\$8,000.00	\$1,700.00	
Other	\$5,000.00	\$3,940.00	
Total	\$29,500.00	\$7,800.00	

Note: Budget for Clifton Soccer is not balanced to reduce the existing cash balance.

Savings

Starting Balance		\$41,762.21
Interest		\$798.60
Total in Savings		\$42,560.81

POTENTIAL GRANTS**NSP Grant**

		Expected	YTD Remaining	
Grant Received		\$7,500.00	\$7,375.00	\$125.00
Total		\$7,500.00	\$7,375.00	
Grant Disbursed		\$7,500.00	\$7,375.00	\$125.00
Total		\$7,500.00	\$7,375.00	

CCF Grant

		Expected	YTD Remaining	
Grant Received		\$7,500.00	\$0.00	\$7,500.00
Total		\$7,500.00	\$0.00	
Grant Disbursed		\$7,500.00	\$0.00	\$7,500.00
Total		\$7,500.00	\$0.00	

Other Grant

		Expected	YTD Remaining	
Grant Received		\$10,000.00	\$10,000.00	\$0.00
Total		\$10,000.00	\$10,000.00	
Grant Disbursed		\$10,000.00	\$0.00	\$10,000.00
Total		\$10,000.00	\$0.00	

Clifton Town Meeting

General Account



Date	Description	Category Income	Income	Category Debits	Debits	Notes/ Who	Ref/Check#	Bank	Balance
01/01/24	Starting Balance							Yes	\$51,827.89
01/02/24		Membership	\$40.00					Yes	\$51,867.89
01/02/24				Fees PayPal	\$1.78			Yes	\$51,866.11
01/08/24				Grant NSP	\$206.17			Yes	\$51,659.94
01/29/24		Membership	\$74.00					Yes	\$51,733.94
01/29/24				Fees PayPal	\$2.95			Yes	\$51,730.99
02/01/24		Membership	\$20.00					Yes	\$51,750.99
02/01/24				Fees PayPal	\$0.89			Yes	\$51,750.10
02/08/24		Donation	\$250.00			for CANS Diversity Progr. GRC		Yes	\$52,000.10
02/08/24		Membership	\$180.00					Yes	\$52,180.10
02/08/24		Donation	\$150.00			Safety		Yes	\$52,330.10
02/08/24				Fees PayPal	\$3.48			Yes	\$52,326.62
02/08/24				Grant Other	\$465.00	CANS Diversity	1253	Yes	\$51,861.62
03/04/24				Administration	\$25.00	Nick Gregg - Reimb.	1254	Yes	\$51,836.62
04/02/24		Donation	\$250.00			Fort CANS program/ FD		Yes	\$52,086.62
04/02/24		Membership	\$40.00			Library		Yes	\$52,126.62
04/02/24				House Tour	\$500.00	House Tour	1255	Yes	\$51,626.62
04/24/24		Grant NSP	\$4,750.00					Yes	\$56,376.62
04/25/24				Grant NSP	\$1,000.00	CCAC House Tour	1256	Yes	\$55,376.62
04/25/24				Grant NSP	\$2,000.00	CCAC Children Program	1257	Yes	\$53,376.62
04/25/24				Administration	\$84.00	PO Box 1-year	1258	Yes	\$53,292.62
04/26/24				Grant NSP	\$750.00	CRC Pottery Sink	1259	Yes	\$52,542.62
04/26/24				Grant NSP	\$1,000.00	CRC Back to School	1260	Yes	\$51,542.62
05/04/24				Administration	\$52.19	Rachel Wells Reimb	1261	Yes	\$51,490.43
05/07/24		Golf	\$500.00			Develop Fund sponsor	29414	Yes	\$51,990.43
05/07/24		Membership	\$50.00				PayPal	Yes	\$52,040.43
05/07/24				Fees PayPal	\$2.47		PayPal	Yes	\$52,037.96

05/07/24	Membership	\$40.00	Keeley Membership	1847	Yes	\$52,077.96	
05/07/24	Membership	\$20.00	Scupham Membership	cash	Yes	\$52,097.96	
05/14/24	Golf	\$500.00	Uptown Consortium	14512	Yes	\$52,597.96	
05/20/24	Golf	\$10,000.00	Duke Energy	1E+09	Yes	\$62,597.96	
05/10/24	Membership	\$14.00	Nancy and Bob Fluharty	Paypal	Yes	\$62,611.96	
05/24/24		Fees PayPal	\$0.77	PayPal	Yes	\$62,611.19	
05/27/24	Memorial Day Inc	\$773.00	Cash Box		Yes	\$63,384.19	
05/27/24	Memorial Day Inc	\$450.00	Square Payment - Through Gerald		Yes	\$63,834.19	
05/27/24		Memorial Day Expen:	\$14.24	Square Fees	Square	Yes	\$63,819.95
05/27/24	Grant NSP	\$2,000.00	NSP2024		Yes	\$65,819.95	
05/29/24	Memorial Day Inc	\$120.00	Food buy back -Gerald	119	Yes	\$65,939.95	
05/29/24	Membership	\$180.00	Billy Weber+ Family	Paypal	Yes	\$66,119.95	
05/29/24		Fees PayPal	\$4.07		Yes	\$66,115.88	
05/29/24		Grant NSP	\$800.00	MemoDayMillCreek Drifter	1695	Yes	\$65,315.88
06/08/24	Golf	\$500.00	Clifton Dental	1464	Yes	\$65,815.88	
06/05/24		Grant NSP	\$1,200.00	Reimb. Barry Gee	1262	Yes	\$64,615.88
06/05/24		Memorial Day Expen:	\$896.44	Reimb. Barry Gee	1263	Yes	\$63,719.44
06/08/24	Membership	\$20.00	Waller/ McLain	Cash	Yes	\$63,739.44	
06/08/24	Membership	\$34.00	Murray + Feuerlein	PayPal	Yes	\$63,773.44	
06/08/24		Fees PayPal	\$1.66	Fee of above	Yes	\$63,771.78	
06/08/24	Grant NSP	\$625.00	NSP2024		Yes	\$64,396.78	
06/08/24		Grant NSP	\$625.00	Soper - Tax Prep	1264	Yes	\$63,771.78
06/08/24		Administration	\$25.00	Soper - Tax Prep	1264	Yes	\$63,746.78
06/19/24	Golf	\$500.00	Gaslight Property	8170	Yes	\$64,246.78	
06/19/24	Golf	\$500.00	Ken Bryan Construction	22682	Yes	\$64,746.78	
06/19/24		Administration	\$120.00	Bureau of Workers' Compe	1265	No	\$64,626.78
06/19/24		Golf Expenses	\$100.00	Deposit CRC	1266	Yes	\$64,526.78
06/26/24	Art Crossing	\$650.00	Frm CCF	209264	Yes	\$65,176.78	
06/28/24	Membership	\$20.00	Janie Williams	5489	Yes	\$65,196.78	

Clifton Town Meeting Chronicle



Date+H51A	Description	Category Income	Income	Category Debits	Debits	Note/ Who	Ref/Check#	Bank	Balance
01/01/24	Starting Balance								\$24,665.03
02/04/24		Advertiser	\$422.00			Clift. Performance	2312	Yes	\$25,087.03
01/08/24		other	\$206.17			NSP	Transfer	Yes	\$25,293.20
06/19/24		Advertiser	\$422.00			Howell Ave. Pet		Yes	\$25,715.20
06/28/24		Advertiser	\$224.00			The New School	1082	Yes	\$25,939.20
06/28/24		Advertiser	\$220.00			Kroner Dry Cleaning	28651	Yes	\$26,159.20
									\$26,159.20

Art Gallery



Date+H51A	Description	Category Income	Income	Category Debits	Debits	Notes/ Who	Ref/Check#	Bank?	Balance
01/01/24	Starting Balance							Yes	\$14,172.89
01/29/24				Payment to Artists	\$37.80			Yes	\$14,135.09
01/29/24				Payment to Artists	\$17.50			Yes	\$14,117.59
01/30/24					\$77.00			Yes	\$14,040.59
01/30/24		Other	\$35.19			Interest/ Dividend		Yes	\$14,075.78
02/14/24				Payment to Artists	\$136.50			Yes	\$13,939.28
02/16/24				Payment to Artists	\$73.50			Yes	\$13,865.78
02/29/24		Other	\$30.14			Interest/ Dividend		Yes	\$13,895.92
03/31/24		Other	\$32.05			Interest/ Dividend		Yes	\$13,927.97
04/30/24		Other	\$31.09			Interest/ Dividend			\$13,959.06
05/28/24		Art Sale	\$812.99						\$14,772.05
05/31/24		Other	\$32.44			Interest/ Dividend			\$14,804.49
06/13/24		Other	\$369.92			Interest/ Dividend			\$15,174.41
06/28/24		Art Sale	\$0.87			Square			\$15,175.28
									\$15,175.28
									\$15,175.28
									\$15,175.28
									\$15,175.28

Clifton Town Meeting

Savings



Date	Description	Category	Income	Income	Withdraw	Amount	Reason	Ref/Check#	Balance
01/01/24	Starting Balance								\$41,762.21
01/29/24		Interest		\$399.58					\$42,161.79
04/29/24		Interest		\$399.02					\$42,560.81
									\$42,560.81
									\$42,560.81

Clifton Town Meeting

NSP Grant



Date	Description	Grant Amount	Disbursement	Debits	Notes	Ref/Check#	Balance
01/01/23	Starting Balance						\$0.00
02/04/23	Grant Amount	\$7,375.00					\$7,375.00
02/05/23	CCAC House Tour		CCAC	\$1,000.00		1256	\$6,375.00
05/01/23	Children Programs		CCAC	\$2,000.00		1257	\$4,375.00
05/02/23	Back to School		CRC	\$1,000.00		1260	\$3,375.00
02/01/23	Sink Pottery		CRC	\$750.00		1259	\$2,625.00
03/01/23	Memorial Day		Mill Creek Drifters	\$800.00		1695	\$1,825.00
03/08/24	Memorial Day		Barry Gee Reimb.	\$1,200.00		1262	\$625.00

Clifton Town Meeting

CCF Grant



Date	Description	Grant Amount	Disbursement	Debits	Notes	Ref/Check#	Balance
01/01/24	Starting Balance						\$0.00
	Grant Amount						\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Clifton Town Meeting

Other Grant



Date	Description	Grant Amount	Disbursement	Debits	Notes	Ref/Check#	Balance
01/01/24	Starting Balance						\$0.00
	Strader	\$10,000.00					\$10,000.00
							\$10,000.00
							\$10,000.00

Clifton Town Meeting

Membership

Members in good standing: **427**



DateTransaction	FirstName	LastName	Life	Expiration
5/29/2024	spouse	Weber	Yes	5/5/2124
5/29/2024	Billy	Weber	Yes	5/5/2124
2/8/2024	Thomas	Fruth	Yes	1/15/2124
2/8/2024	Spouse	Fruth	Yes	1/15/2124
1/1/2024	Sophia	McAllister	Yes	12/8/2123
11/1/2023	Margaret	Atterbury	Yes	10/8/2123
11/1/2023	Bruce	Bernard	Yes	10/8/2123
11/1/2023	Claudia	Taylor	Yes	10/8/2123
10/3/2023	Amira	Beer	Yes	9/9/2123
10/3/2023	Mark	McKillip	Yes	9/9/2123
7/25/2023	Christine	Schroder	Yes	7/1/2123
10/10/2022	June	Schlipf	Yes	9/16/2122
10/4/2022	Jayne	Ritter	Yes	9/10/2122
10/3/2022	Christopher	Bujnak	Yes	9/9/2122
10/1/2022	Ann	Saluke	Yes	9/7/2122
10/1/2022	Don	Yelton	Yes	9/7/2122
9/9/2022	Mike	Moran	Yes	8/16/2122
9/9/2022	Abby	Moran	Yes	8/16/2122
8/8/2022	Sarah	Miller	Yes	7/15/2122
8/8/2022	Neil	Regberg	Yes	7/15/2122
7/30/2022	Noah	Shaftel	Yes	7/6/2122
7/24/2022	Luke	Smart	Yes	6/30/2122
7/24/2022	Christina	Smart	Yes	6/30/2122
5/9/2022	Andrea	Poling	Yes	4/15/2122
5/9/2022	Other	Poling	Yes	4/15/2122
3/31/2022	Todd	Scheetz	Yes	3/7/2122
3/30/2022	Katherine	Christoff	Yes	3/6/2122
1/18/2022	Andy	Butler	Yes	12/25/2121
1/18/2022	Kristan	Hoffman	Yes	12/25/2121
1/17/2022	Lawson	Wulsin	Yes	12/24/2121
1/17/2022	Rollin	Workman	Yes	12/24/2121
1/17/2022	Chad	Withers	Yes	12/24/2121
1/17/2022	Elizabeth	Withers	Yes	12/24/2121
1/17/2022	Inger	Williams	Yes	12/24/2121
1/17/2022	Mike	Wilke	Yes	12/24/2121
1/17/2022	Mollie	Wilke	Yes	12/24/2121

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1/17/2022	C	Westeimer	Yes	12/24/2121
1/17/2022	Paul	Wesselmann	Yes	12/24/2121
1/17/2022	Ann Meyer	Waller	Yes	12/24/2121
1/17/2022	Dick	Waller	Yes	12/24/2121
1/17/2022	Allyn	Vondercheck	Yes	12/24/2121
1/17/2022	Robert	Turner	Yes	12/24/2121
1/17/2022	Meredith	Turner	Yes	12/24/2121
1/17/2022	Megan	Thomas	Yes	12/24/2121
1/17/2022	Michael	Thomas, MD	Yes	12/24/2121
1/17/2022	Dalenna	Tayeb	Yes	12/24/2121
1/17/2022	Zeeshan	Tayeb, MD	Yes	12/24/2121
1/17/2022	Carol	Talbot	Yes	12/24/2121
1/17/2022	Dr. Sigmud	Sugarman	Yes	12/24/2121
1/17/2022	Mrs.	Sugarman	Yes	12/24/2121
1/17/2022	Mrs. John	Strader IV	Yes	12/24/2121
1/17/2022	Cyma	Stewart	Yes	12/24/2121
1/17/2022	David	Stewart	Yes	12/24/2121
1/17/2022	Jerome	Steinbrunner	Yes	12/24/2121
1/17/2022	Julie	Sporing	Yes	12/24/2121
1/17/2022	JK	Smith	Yes	12/24/2121
1/17/2022	Vicki	Smith	Yes	12/24/2121
1/17/2022	Barbara	Sferra	Yes	12/24/2121
1/17/2022	Grace	Sferra	Yes	12/24/2121
1/17/2022	Uri	Sella	Yes	12/24/2121
1/17/2022	Kasey	Rohling	Yes	12/24/2121
1/17/2022	Charles	Schwetschenau	Yes	12/24/2121
1/17/2022	Dianna	Schweitzer	Yes	12/24/2121
1/17/2022	Alan	Schwartz	Yes	12/24/2121
1/17/2022	Kate	Schwartz	Yes	12/24/2121
1/17/2022	Kasey	Rohling	Yes	12/24/2121
1/17/2022	Herbert	Robinson	Yes	12/24/2121
1/17/2022	Joyce	Rich	Yes	12/24/2121
1/17/2022	Jeff	Rich	Yes	12/24/2121
1/17/2022	Paul	Rice	Yes	12/24/2121
1/17/2022	Mrs.	Rice	Yes	12/24/2121
1/17/2022	Bernice	Reichwein	Yes	12/24/2121

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1/17/2022	Dorreen	Quinn	Yes	12/24/2121
1/17/2022	Dr.	Parrot	Yes	12/24/2121
1/17/2022	C.L.	Parrot	Yes	12/24/2121
1/17/2022	Lynn	Overbeck	Yes	12/24/2121
1/17/2022	Tom	Osborn	Yes	12/24/2121
1/17/2022	Jan	Osborn	Yes	12/24/2121
1/17/2022	Elizabeth	Meyer	Yes	12/24/2121
1/17/2022	Justin	Ogilby	Yes	12/24/2121
1/17/2022	Gillian	Oakenfull	Yes	12/24/2121
1/17/2022	Cindy	Oakenfull	Yes	12/24/2121
1/17/2022	Louise	Nippert	Yes	12/24/2121
1/17/2022	Valerie	Newell	Yes	12/24/2121
1/17/2022	Tim	Smith	Yes	12/24/2121
1/17/2022	David	Namaky	Yes	12/24/2121
1/17/2022	Rino	Munda	Yes	12/24/2121
1/17/2022	Marshall	Montrose	Yes	12/24/2121
1/17/2022	Margaret	Reich	Yes	12/24/2121
1/17/2022	Malcolm	Montgomery	Yes	12/24/2121
1/17/2022	Nancy	Miller	Yes	12/24/2121
1/17/2022	Tim	Miller	Yes	12/24/2121
1/17/2022	Leon	Meyer	Yes	12/24/2121
1/17/2022	Barbara	Meyer	Yes	12/24/2121
1/17/2022	Vince	Metzger	Yes	12/24/2121
1/17/2022	Krystn	Metzger	Yes	12/24/2121
1/17/2022	Catherine	McGraw	Yes	12/24/2121
1/17/2022	Vernon	McDaniel	Yes	12/24/2121
1/17/2022	Shaun	McCance	Yes	12/24/2121
1/17/2022	Silke	McCance	Yes	12/24/2121
1/17/2022	Andi	McBride	Yes	12/24/2121
1/17/2022	Marc	Loy	Yes	12/24/2121
1/17/2022	Mary Pat	Lienhart	Yes	12/24/2121
1/17/2022	Jolly	Li	Yes	12/24/2121
1/17/2022	David	Leonard	Yes	12/24/2121
1/17/2022	Susan	Kreuzman	Yes	12/24/2121
1/17/2022	Dr. Alan	Kighlinger	Yes	12/24/2121
1/17/2022	Georgia	Kighlinger	Yes	12/24/2121

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DateTransaction	FirstName	LastName	Life	Expiration
1/17/2022	Megan	Kessler	Yes	12/24/2121
1/17/2022	Linda	Keegan	Yes	12/24/2121
1/17/2022	Jeffrey	Juett	Yes	12/24/2121
1/17/2022	Phyllis	Juett	Yes	12/24/2121
1/17/2022	John	Juech	Yes	12/24/2121
1/17/2022	Kate	Schroder	Yes	12/24/2121
1/17/2022	Mark	Jeffreys	Yes	12/24/2121
1/17/2022	Adam	Hyland	Yes	12/24/2121
1/17/2022	Marta	Hyland	Yes	12/24/2121
1/17/2022	Maite	Iraolagoitia	Yes	12/24/2121
1/17/2022	Stacey	Huppert	Yes	12/24/2121
1/17/2022	Matthew	Hughes	Yes	12/24/2121
1/17/2022	Dr. Larry	Houk	Yes	12/24/2121
1/17/2022	Gayle	Houk	Yes	12/24/2121
1/17/2022	Pamela	Holmes	Yes	12/24/2121
1/17/2022	Len	Haussler	Yes	12/24/2121
1/17/2022	Jakki	Haussler	Yes	12/24/2121
1/17/2022	Emma	Hartkemeier	Yes	12/24/2121
1/17/2022	Milo F.	Hanke	Yes	12/24/2121
1/16/2022	Michael	Gorman	Yes	12/23/2121
1/16/2022	Linda	Goldenhar	Yes	12/23/2121
1/16/2022	John	Glenn - Decease	Yes	12/23/2121
1/16/2022	Stephen	Ginn	Yes	12/23/2121
1/16/2022	Bob	Gilbreath	Yes	12/23/2121
1/16/2022	Stephanie	Gilbreath	Yes	12/23/2121
1/16/2022	Pete	Skyline	Yes	12/23/2121
1/16/2022	John	Skyline	Yes	12/23/2121
1/16/2022	Larry M	Gache	Yes	12/23/2121
1/16/2022	Chris	Flores	Yes	12/23/2121
1/16/2022	Julie	Flores	Yes	12/23/2121
1/16/2022	Laura	Fidler	Yes	12/23/2121
1/16/2022	James	Fidler	Yes	12/23/2121
1/16/2022	Robert	Dyrenforth	Yes	12/23/2121
1/16/2022	Sue	Dyrenforth	Yes	12/23/2121
1/16/2022	Bob	Driehaus	Yes	12/23/2121
1/16/2022	Carrie	Driehaus	Yes	12/23/2121

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DateTransaction	FirstName	LastName	Life	Expiration
1/16/2022	Andreas	Dreher	Yes	12/23/2121
1/16/2022	Mary Rita	Dominc	Yes	12/23/2121
1/16/2022	Buddy	Goose	Yes	12/23/2121
1/16/2022	Peter	DelGado	Yes	12/23/2121
1/16/2022	Melanie	DelGado	Yes	12/23/2121
1/16/2022	Ido	DeGroot	Yes	12/23/2121
1/16/2022	Ann	DeGroot	Yes	12/23/2121
1/16/2022	Joseph	Danyluk	Yes	12/23/2121
1/16/2022	Brian	Curwin	Yes	12/23/2121
1/16/2022	Jeff	Craven	Yes	12/23/2121
1/16/2022	Cassandra	Clement	Yes	12/23/2121
1/16/2022	Nestor	Melnyk	Yes	12/23/2121
1/16/2022	Eric	Clark	Yes	12/23/2121
1/16/2022	Tiffany	Clark	Yes	12/23/2121
1/16/2022	Chris	Cain	Yes	12/23/2121
1/16/2022	Mary	Burkhardt	Yes	12/23/2121
1/16/2022	Joe	Brunner	Yes	12/23/2121
1/16/2022	Molly	Brunner	Yes	12/23/2121
1/16/2022	Jack	Brand	Yes	12/23/2121
1/16/2022	Patrick	Borders	Yes	12/23/2121
1/16/2022	Annie-Laurie	Blair	Yes	12/23/2121
1/16/2022	Robert	Bergstein	Yes	12/23/2121
1/16/2022	Gillian	Benet	Yes	12/23/2121
1/16/2022	Wima	Benedict	Yes	12/23/2121
1/16/2022	Ed	Beckman	Yes	12/23/2121
1/16/2022	Cathie	Beckman	Yes	12/23/2121
1/16/2022	Ron	Becker	Yes	12/23/2121
1/16/2022	Ellen	Austin-Li	Yes	12/23/2121
1/16/2022	John	Alexander	Yes	12/23/2121
1/16/2022	Jane	Alexander	Yes	12/23/2121
1/16/2022	Helen	Adams	Yes	12/23/2121
12/26/2021	Leah	Kottyan	Yes	12/2/2121
12/26/2021	Kameron	Mogadam	Yes	12/2/2121
12/23/2021	Chris	Carr	Yes	11/29/2121
12/23/2021	Kathleen	Carr	Yes	11/29/2121
12/5/2021	Alice	Palmer	Yes	11/11/2121

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DateTransaction	FirstName	LastName	Life	Expiration
12/5/2021	Wilson	Palmer	Yes	11/11/2121
12/5/2021	Russel	Waterman	Yes	11/11/2121
12/5/2021	Sheila	Waterman	Yes	11/11/2121
12/4/2021	Genet	Singh	Yes	11/10/2121
12/4/2021	Gurmukh	Singh	Yes	11/10/2121
11/24/2021	Warren	Huff	Yes	10/31/2121
11/24/2021	Anezka	Huff	Yes	10/31/2121
11/21/2021	Nick	Gregg	Yes	10/28/2121
11/21/2021	Sophia	Melnik	Yes	10/28/2121
11/21/2021	Tom	Lienhart	Yes	10/28/2121
11/21/2021	Mary Pat	Lienhart	Yes	10/28/2121
11/2/2021	Karen	Noonan	Yes	10/9/2121
11/2/2021	Tim	Noonan	Yes	10/9/2121
7/17/2021	Kent	Newlon	Yes	6/23/2121
3/31/2021	Dave	Taylor	Yes	3/7/2121
3/13/2021	Barb	Macke	Yes	2/17/2121
3/13/2021	Reid	Sikes	Yes	2/17/2121
3/4/2021	Jodi	Bockenstette	Yes	2/8/2121
3/4/2021	Barry	Gee	Yes	2/8/2121
3/4/2021	Molly	Gray	Yes	2/8/2121
3/4/2021	Robert	Gray	Yes	2/8/2121
11/22/2020	Peter	Block	Yes	10/29/2120
11/22/2020	Cathy	Kramer	Yes	10/29/2120
11/8/2020	RuthAnn	Bumiller	Yes	10/15/2120
11/3/2020	Sean	Mullaney	Yes	10/10/2120
9/22/2020	Jan	Brown Checco	Yes	8/29/2120
9/22/2020	Gerald	Checco	Yes	8/29/2120
8/21/2020	Teresa	Hoelle	Yes	7/28/2120
8/21/2020	Scott	Provancher	Yes	7/28/2120
5/4/2024	Frederick	Keeley	No	5/4/2026
5/4/2024	Maureen	Keeley	No	5/4/2026
6/8/2024	Owen	Waller	No	6/8/2025
6/8/2024	Megan	McLain	No	6/8/2025
6/8/2024	Kyle	Murray	No	6/8/2025
6/8/2024	Spouse	Murray	No	6/8/2025
6/8/2024	Mike	Feuerlein	No	6/8/2025

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5/24/2024	Nancy	Fluharty	No	5/24/2025
5/24/2024	Robert	Fluharty	No	5/24/2025
5/7/2024	David	Scupham	No	5/7/2025
5/7/2024	Jane	Scupham	No	5/7/2025
5/4/2024	MaryIn	Adams	No	5/4/2025
5/1/2024	Michelle	Schwenkner	No	5/1/2025
5/1/2024	Eric	Urbas	No	5/1/2025
4/2/2024		The Public Library	No	4/2/2025
2/1/2024	Rachel	Wells	No	1/31/2025
2/1/2024	Chris	Wetterich	No	1/31/2025
1/28/2024	Jason	Franz - Manifest	No	1/27/2025
1/28/2024	Marcia	McLaughlin	No	1/27/2025
1/28/2024	Dean	Morgan	No	1/27/2025
1/1/2024	Kathy	Barber	No	12/31/2024
1/1/2024	Lynn	Barber	No	12/31/2024
1/1/2024	Carol	DeGreg	No	12/31/2024
1/1/2024	Carol	DeGreg	No	12/31/2024
1/1/2024	Jonathan	DeGroote	No	12/31/2024
1/1/2024	Gary	Eby	No	12/31/2024
1/1/2024	Sarai	Hedges	No	12/31/2024
1/1/2024	Howard	Jackson	No	12/31/2024
1/1/2024	Susan	Jackson	No	12/31/2024
1/1/2024	Bob	Kessler	No	12/31/2024
1/1/2024	Mary	Kessler	No	12/31/2024
1/1/2024	Corinne	Lehmann	No	12/31/2024
1/1/2024	Conni	Matzkofz Eby	No	12/31/2024
1/1/2024	Mario	Medvedovic	No	12/31/2024
1/1/2024	Elizabeth	Osterburg	No	12/31/2024
1/1/2024	Steve	Rehling	No	12/31/2024
1/1/2024	Gail	Rehling	No	12/31/2024
1/1/2024	Patricia	Rupich	No	12/31/2024
1/1/2024	Marilyn	Schwiers	No	12/31/2024
1/1/2024	Bree	Shaftel	No	12/31/2024
1/1/2024	Jeanne	Strauss DeGroote	No	12/31/2024
11/10/2023	Jack	Brennan	No	11/9/2024
11/10/2023	Susan	Namei	No	11/9/2024

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11/10/2023	Amy	Everett	No	11/9/2024
11/10/2023	Holbrook	Sample	No	11/9/2024
11/10/2023	Carla	Sarr	No	11/9/2024
11/10/2023	Elaine	Eckstein	No	11/9/2024
11/10/2023	Laura	Bange	No	11/9/2024
11/10/2023	Matthew	Peterson	No	11/9/2024
11/10/2023	David	Schloss	No	11/9/2024
11/10/2023	Kevin	Smith	No	11/9/2024
11/10/2023	Angela	Smith	No	11/9/2024
11/10/2023	Darlene	Underwood	No	11/9/2024
11/10/2023	Spouse	Underwood	No	11/9/2024
11/10/2023	Gloria	Esenwein	No	11/9/2024
11/10/2023	Greg	Voorhies	No	11/9/2024
11/10/2023	Nick	Denlinger	No	11/9/2024
11/10/2023	Vanessa	Denlinger	No	11/9/2024
11/10/2023	Jeff	Wilson	No	11/9/2024
11/10/2023	Kip	Eagen	No	11/9/2024
11/10/2023	Bill	Smart	No	11/9/2024
11/10/2023	Kathy	Smart	No	11/9/2024
11/10/2023	Aaron	Hobson	No	11/9/2024
11/10/2023	Elizabeth	Hobson	No	11/9/2024
11/10/2023	Jeanne	Strauus-DeGroote	No	11/9/2024
11/9/2023	Aaron	Weiner	No	11/8/2024
11/9/2023	Dana	Dubay	No	11/8/2024
11/9/2023	Gabriella	Starbuck	No	11/8/2024
11/9/2023	John	Bressler	No	11/8/2024
11/9/2023	Patsy	Bressler	No	11/8/2024
11/9/2023	Laura	Retyi	No	11/8/2024
11/9/2023	Steven	Retyi	No	11/8/2024
11/9/2023	Peter	Cosco	No	11/8/2024
11/9/2023	Margaret	Moses	No	11/8/2024
11/9/2023	Louise	Bettman	No	11/8/2024
11/9/2023	Spouse	Kauffman	No	11/8/2024
11/9/2023	Kara	Twachtman/ Kauffman	No	11/8/2024
11/9/2023	Miranda	Yardley	No	11/8/2024
11/9/2023	Jonathan	Amos	No	11/8/2024

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11/9/2023	James	Jennings	No	11/8/2024
11/9/2023	Geoff	Gelke	No	11/8/2024
11/6/2023	Brent	Donaldson	No	11/5/2024
11/6/2023	Spouse	Donaldson	No	11/5/2024
11/6/2023	Paula	Brehm-Heeger	No	11/5/2024
11/6/2023	Edward	Brehm-Heeger	No	11/5/2024
11/6/2023	Logan	Gerdes	No	11/5/2024
11/6/2023	Kathy Jo	Parsanko	No	11/5/2024
11/6/2023	Rob	Taylor	No	11/5/2024
11/4/2023	Eric	Hoffman	No	11/3/2024
11/4/2023	spouse	Hoffman	No	11/3/2024
11/4/2023	Kevin	Marsh	No	11/3/2024
11/4/2023	Gina	Marsh	No	11/3/2024
11/4/2023	Ben	Pantoja	No	11/3/2024
11/4/2023	Chris	Pantoja	No	11/3/2024
11/3/2023	Mary Jo	Montenegro Miller	No	11/2/2024
11/3/2023	Spouse	Montenegro Miller	No	11/2/2024
11/3/2023	Catherine	Hamilton Hicks	No	11/2/2024
11/3/2023	Jeremy	Hicks	No	11/2/2024
11/3/2023	Stefan	Nieschwitz	No	11/2/2024
11/3/2023	Jasmine	Xi	No	11/2/2024
11/1/2023	Karen	Marsh	No	10/31/2024
11/1/2023	Joanne	Abitabilo	No	10/31/2024
11/1/2023	spouse	Abitabilo	No	10/31/2024
11/1/2023	Toni	Alterman	No	10/31/2024
11/1/2023	Suzanne	Bratt	No	10/31/2024
11/1/2023	Ryan	Britton	No	10/31/2024
11/1/2023	Cole	Brokamp	No	10/31/2024
11/1/2023	Scott	Ellis	No	10/31/2024
11/1/2023	Ann	Ellis	No	10/31/2024
11/1/2023	Donald	Foster	No	10/31/2024
11/1/2023	Carol	Friel	No	10/31/2024
11/1/2023	Steve	Goodin	No	10/31/2024
11/1/2023	Bradley	Hawse	No	10/31/2024
11/1/2023	Thomas	Kraemer - Kraemer Design	No	10/31/2024
11/1/2023	Pat	Kraemer - Kraemer Design	No	10/31/2024

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11/1/2023	Dottie	Lewis	No	10/31/2024
11/1/2023	Gene	Lewis	No	10/31/2024
11/1/2023	Judi	Morress	No	10/31/2024
11/1/2023	Mindi	Rich	No	10/31/2024
11/1/2023	Morgan	Rich	No	10/31/2024
11/1/2023	Gerlon	Smith	No	10/31/2024
11/1/2023	Suzan	Sucro	No	10/31/2024
11/1/2023	Spouse	Sucro	No	10/31/2024
10/23/2023		Clifton Soccer/ Josh Lea	No	10/22/2024
10/1/2023	Elizabeth	Brichler	No	9/30/2024
10/1/2023	Gary	Brichler	No	9/30/2024
10/1/2023	Michael	Brunner	No	9/30/2024
10/1/2023	Marianne	Brunner	No	9/30/2024
10/1/2023	Geoff	Calvert	No	9/30/2024
10/1/2023	Louise	Camblin	No	9/30/2024
10/1/2023	Lantham	Camblin	No	9/30/2024
10/1/2023	Elizabeth	Clark	No	9/30/2024
10/1/2023	Melvin	Cohen	No	9/30/2024
10/1/2023	Allen	Daniels	No	9/30/2024
10/1/2023	Claire	Dell	No	9/30/2024
10/1/2023	Reginald	Dyck	No	9/30/2024
10/1/2023	Other	Dyck	No	9/30/2024
10/1/2023	Spouse	Elovitz	No	9/30/2024
10/1/2023	Michael	Elovitz	No	9/30/2024
10/1/2023	Anne	Greenfield	No	9/30/2024
10/1/2023	Marty	Greenwell	No	9/30/2024
10/1/2023	Lisa	Haglund	No	9/30/2024
10/1/2023	Lyndsay	Harvey	No	9/30/2024
10/1/2023	Other	Harvey	No	9/30/2024
10/1/2023	William	Heineman	No	9/30/2024
10/1/2023	Linda	Heineman	No	9/30/2024
10/1/2023	Phillip	Herrick	No	9/30/2024
10/1/2023	Cynthia	Herrick	No	9/30/2024
10/1/2023	Dale	Hodges	No	9/30/2024
10/1/2023	Katie	Kalafut	No	9/30/2024
10/1/2023	Marcia	Kaplan	No	9/30/2024

Clifton Town Meeting

Membership

Members in good standing: 427



DateTransaction	FirstName	LastName	Life	Expiration
10/1/2023	Larry	Kissel	No	9/30/2024
10/1/2023	Kathleen	Kissel	No	9/30/2024
10/1/2023	Eliuzabeth	Koch	No	9/30/2024
10/1/2023	Eileen	Kues	No	9/30/2024
10/1/2023	John	Kurak	No	9/30/2024
10/1/2023	Kevin	Leahy	No	9/30/2024
10/1/2023	Spouse	Leahy	No	9/30/2024
10/1/2023	Kate	Lett	No	9/30/2024
10/1/2023	David	Logan	No	9/30/2024
10/1/2023	Tom	Lohre	No	9/30/2024
10/1/2023	Naghma	Malik	No	9/30/2024
10/1/2023	Barbara	McManus	No	9/30/2024
10/1/2023	John	McManus	No	9/30/2024
10/1/2023	Betsy	Mendel-Williams	No	9/30/2024
10/1/2023	Spouse	Mendel-Williams	No	9/30/2024
10/1/2023	Irene	Moore	No	9/30/2024
10/1/2023	Michele	Murphy	No	9/30/2024
10/1/2023	Kelli	Newman	No	9/30/2024
10/1/2023	Other	Newman	No	9/30/2024
10/1/2023	Micah	Ovadia	No	9/30/2024
10/1/2023	Ioanna	Paraskevopoulos	No	9/30/2024
10/1/2023	Peggy	Parry	No	9/30/2024
10/1/2023	Bridgett	Pincus	No	9/30/2024
10/1/2023	Daniel	Polifka	No	9/30/2024
10/1/2023	Ian	Prentice	No	9/30/2024
10/1/2023	Daniel	Rapp	No	9/30/2024
10/1/2023	Dora	Schild	No	9/30/2024
10/1/2023	Mary Ann	Schmidt	No	9/30/2024
10/1/2023	Barb	Scholtz	No	9/30/2024
10/1/2023	Beth	Schwartz	No	9/30/2024
10/1/2023	Jessica	Shepard	No	9/30/2024
10/1/2023	Tariq	Siddiqi	No	9/30/2024
10/1/2023	Steve	Slack	No	9/30/2024
10/1/2023	Eugene	Smiley	No	9/30/2024
10/1/2023	Robert	South	No	9/30/2024
10/1/2023	Janet	South	No	9/30/2024

Clifton Town Meeting

Membership

Members in good standing: 427



DateTransaction	FirstName	LastName	Life	Expiration
10/1/2023	Bob	Suess	No	9/30/2024
10/1/2023		The Cincinnati Woman's Club	No	9/30/2024
10/1/2023	Elaine	Urbina	No	9/30/2024
10/1/2023	Nicasio	Urbina	No	9/30/2024
9/30/2023	Patrick	Mcdevitt	No	9/29/2024
9/30/2023	Jenny	O'Donnell	No	9/29/2024
9/13/2023	Robert	Florez	No	9/12/2024
9/13/2023	Spouse of Rober	Florez	No	9/12/2024
9/10/2023	Matt	Klein	No	9/9/2024
9/10/2023	Jason	Ritter	No	9/9/2024
9/10/2023	Ellen	Monson	No	9/9/2024
9/10/2023	Spouse of Ellen	Monson	No	9/9/2024
9/10/2023	Jeffrey	Grass	No	9/9/2024
9/10/2023	Spouse of J	Grass	No	9/9/2024
9/10/2023		Esquire Theater	No	9/9/2024
9/10/2023	Erin	Delaney	No	9/9/2024
9/10/2023	Spouse of	Delaney	No	9/9/2024
9/10/2023	Joseph	Kroner	No	9/9/2024
9/10/2023	Linda	Kroner	No	9/9/2024
9/10/2023	Michael	Privitera	No	9/9/2024
7/25/2023	Erik	Jensen	No	7/24/2024
7/25/2023	Jerry	Jordan	No	7/24/2024
7/25/2023	John	Banner	No	7/24/2024
7/25/2023	Kristinn	Kristinsson	No	7/24/2024
7/25/2023	Spouse of	Kristinsson	No	7/24/2024
7/25/2023	Donna	Jones	No	7/24/2024
7/25/2023	Spouse of	Jones	No	7/24/2024
7/25/2023	Jonathan	Kohne	No	7/24/2024
7/25/2023	Spouse	Kohne	No	7/24/2024
7/25/2023	Floyd	Harper	No	7/24/2024
7/25/2023	Lauren	Worley	No	7/24/2024

CTM Trustee Candidates

Kevin Leahy

See attached resume.

Ben Pantoja

I'm Ben Pantoja. I've lived in Clifton for 40 years. In February, I'll be retiring after 38 years in Engineering at Procter and Gamble. I was on the Board of CTM between 2010 and 2016. I served 2 years as a trustee, 2 as Vice President, and 2 as President. I would like to rejoin the Board. My top priority would be to improve the dialogue and effectiveness of CTM Board Meetings. I am also interested in Zoning.

Thomas Smith

I returned to the area in July 2022 after several years out of state and have loved living in the Clifton neighborhood and Cincinnati once again. I have a bachelor's degree in economics-finance and a master's degree from the University of Cincinnati in community planning. As an urban planner, I've been lucky to experience life in other cities in the Midwest and West and work on projects like development design review, writing of zoning ordinances, and project management ranging from disaster recovery to community housing plans. I currently work remotely for an out-of-state employer, but I've been looking for opportunities to become more involved in my local community. I would appreciate the opportunity to contribute to the neighborhood and serve as a Clifton Town Meeting trustee.

KEVIN S. LEAHY

kevin.leahy@fuse.net

513.503.5158

www.linkedin.com/in/kevin-leahy-climate

CLIMATE & ENERGY POLICY EXPERT

with a focus on economics, technology, creative solutions to stakeholder concerns, and policy durability

Climate Policy & Economics | Energy Technology Policy – Zero-Emitting, Electrification, Energy Efficiency
Energy System Modeling/ICF's IPM | Clean Air/Water/Health | Linkage Impacts – Inter-industry, International, Leakage
Stakeholder Engagement (EDF, NRDC, C2ES, NWF, CATF, Universities, Industry Groups)
Multi-Party Climate Negotiations | Knowledge of Opposition Strategies

PROFESSIONAL BACKGROUND

Independent Consultant/Energy Strategies (Remote)

2019 – 2023

Organizer, in collaboration with the Harvard Law School Environmental and Energy Law Program, preparing [Amicus Brief](#) for WV vs. EPA to support EPA, advocating for the court to dismiss the brief, and that limiting Congress's ability to delegate would undermine the Federal Government's ability to function. Helped create initial draft and recruited amici curiae, including former CEOs and other senior executives from Exelon, Duke Energy, Entergy, ConEdison, PNM Resources, PSEG, Calpine, PG&E, Nextera and system operators MISO and NYISO, and the U.S. Federal Energy Regulatory Commission.

Climate Policy Expert – for Washington State electricity provider, to determine impacts and opportunities created by the State's new climate laws.

DUKE ENERGY (Cinergy until merger with Duke in 2006), Cincinnati, OH

1998 - 2018

Managing Director, Environmental and Energy Policy

2003 - 2018

Led Climate Policy for Cinergy / Duke Energy. Responsible for stakeholder engagement and economic analysis of policy proposals. Advanced a more progressive policy posture in the firm's advocacy, investment evaluation, risk management, and corporate strategy. Trusted advisor to CEO (Jim Rogers) on the issue of climate change. Annual research/engagement budget of approximately \$1M.

- Lead author of company's climate change risk report (released 2004; updated 2008), making Cinergy one of the first coal-fueled electric utilities to call for market-based CO2 regulations. The watershed report was downloaded over 3K times and became a benchmark for evaluation of climate reports by other firms.
- Determined impact of climate and clean air policies on energy supplies, energy technologies, and electricity prices, and what effects these would have on jobs, industry, commercial businesses, and households.
- Wrote and edited speeches for CEO on issue of climate change, advocating for fast, effective, and pragmatic legislation.
- Led public advocacy supporting a CO2 cap & trade system as the compliance mechanism for the Obama EPA's Clean Power Plan.
- Headed negotiations with the US Climate Action Partnership (USCAP), coalition of 24 businesses and 5 NGOs. USCAP's Blueprint became the basis of the Waxman-Markey climate bill passed by the House in 2009.
- Reviewed and provided comments for authors of environmental and energy policy papers at RFF, Pew Center/C2ES and other policy think tanks.
- Served as representative to Copenhagen Climate Council, The Climate Group, Resources for the Future, the Pew Center on Global Climate Change and the World Economic Forum Climate Policy Group.
- Selected as member of World Economic Forum's Global Agenda Council on Climate Change (2008 - 2011), influencing global thought leaders focused on the climate issue.
- Developed vehicle electrification strategy.
- Represented Duke to concerned industrial and commercial customers, policy makers, and stakeholder groups, (some strongly opposed to Duke policy positions). Converted many opponents to partners and learned from all.
- Speaker and presenter at conferences (Harvard Electric Policy Group-Harvard University, Nicholas Institute at Duke University, University of Michigan, Indiana University, University of California's Energy Institute - UC Berkeley, International Emissions Trading Association, Environmental Markets Association, the U.S. Chamber of Commerce, the American Bar Association and others). Identified as industry expert and quoted in the New York Times, Technology Review, Businessweek and USA Today.

DUKE ENERGY, Managing Director - *Continued*

Managing Director, Market Fundamentals (for Cinergy Trading) 2001-2003
Led department responsible for market price forecasts of coal, natural gas, emission allowances, and electricity for wholesale energy trading business.

- Member of NOX SIP Call Compliance Planning Team to target which electricity plants should install NOx control equipment and which should be scheduled for retirement.

Assistant to the CEO (Jim Rogers) 2000-2001
Provided first strategic analysis of climate change for Cinergy CEO. Researched climate science, economics and policy, and the impact on electric utilities and their customers.

- Organized seminars with experts from Harvard & MIT to brief senior leaders and facilitate emergence of a unified position.

Chief Strategy Officer, International Business Unit 1998-2000
Managed team responsible for strategy development for newly formed international and renewable energy division. Improved valuation process for acquisitions.

- Investment analysis of combined heat and power plants, wind, micro-hydro, and biomass energy projects in the U.S., Spain, Brazil, and England. Advised divestiture of U.K. electric distribution company, booking profit of \$200M.
- Introduced uncertainty/risk analysis in capital investment analysis throughout the company by organizing graduate level classes, increasing the use of risk simulation by financial analysts.

ADDITIONAL EXPERIENCE

PEACE CORPS, Associate Director, Business, Tirana, Albania

Designed and implemented first Business Project in the newly opened country. Managed 20+ business consultants, helping over 750 business startups. Partnered with World Bank and the EU. Top-secret security clearance and member of U.S. Diplomatic Mission.

Volunteer, Water Engineer and Health Promotor, Honduras

Supervised construction of 5 potable water systems for villages in remote mountain areas of western Honduras, bringing clean water to approximately 3500 people. Administered vaccines in horseback accessible villages during polio eradication campaign.

INDIANA UNIVERSITY, Adjunct Lecturer, Bloomington, IN, Taught graduate level environmental economics course.

CONSULTANT, Tirana, Albania and Naberezhnye Chelny (Kamaz), Russia; Clients: World Bank and Cummins Inc.
Business privatization and new business promotion.

CUMMINS INC., International Financial Analyst and HR Manager, Columbus, IN

EXELON, Mechanical Engineer, Seneca, IL,

LaSalle County Nuclear Generating Station during final phase of construction and initial startup.

EDUCATION

Mid-Career Master of Public Administration (MC/MPA), Energy Policy and Environmental Economics, Harvard University, Harvard Kennedy School, Cambridge, MA

Master of Business Administration (MBA), Finance and International Business, Indiana University, Bloomington, Indiana

Semester Intensive: International Economics & the EU, (all classes in French), École Nationale d'Administration, Paris, France

Bachelor of Science in Mechanical Engineering (BSME), Purdue University, West Lafayette, Indiana

AWARDS & INTERNATIONAL EXPERIENCE

- Electric Policy Research Institute (EPRI) Technology Transfer Awards (2016) Social Cost of Carbon Project (result: assessment by National Academies of Sciences; (2005 & 2015) Climate Change Modeling Project for leadership in developing and refining the Greenhouse Gas Reduction Model
- Worked / lived in Honduras (2 years), Albania (2.5 years), France (4 months) and Russia - with project work in Austria, Brazil Mexico, Turkey and the United Kingdom
- Languages: Conversant in Spanish, (former) near fluency in French and Albanian; novice German
- Citizenship: USA and EU (Ireland)

Motion 1

1. Request DOTE to allow 24-hr parking on the Eastbound approach of Clifton Ave between Cornell and Whitfield.



DORA - Meeting notes

Date: May 29, 2024

Participants: Larry Eiser, Westwood Civic Association, DORA Manager
Gerald Checco, Treasurer CTM and liaison to CBA

General Information:

- Westwood has had a DORA district since 2021 (approved in late 2021, implemented in early 2022)
- Westwood Civic Association (WCA) – the neighborhood community council - is the DORA administrator.
- WCA has a committee that meets as needed to deal with DORA issues.
- Larry is the committee chair
- DORA zone created to avoid sidewalks bordering residential homes, churches and schools. Not a requirement. Was just part of stakeholder management, i.e. avoiding any issues and increasing acceptance. DORA does border mixed use buildings with apartments

Hours of operation:

- Weekdays, from 5:00PM to 11:00 PM
- Saturdays and Sundays from 10:00AM to 11:00PM (*)
- (*) extended hours on weekends to accommodate events on 6 specific Saturdays each year, and potentially could extend brunch to the park
- Note 1: Hours vary from DORA to DORA and is a choice of the DORA administrator. As an example, Oxford's DORA is only in operation when students are gone.
Note 2: Hours need to be consistent with hours of zoning, Clifton Business District is a mixed "Business-Residential" zone. For Westwood, park closes at 11:00Pm which was a driver of ending DORA at that time.

Contractual agreement with City:

- WCA has a contract with the City – Contract A.
- Participating businesses have a contract with the City – Contract B.
- Nine participating businesses are in Westwood DORA.
- But, 6 out of the nine businesses are the main participants.
- Contract A specifies the obligations of WCA under the State Laws and specifies the boundaries and hours of the DORA.
- WCA must file an annual report (seems simple).

- Contract B is given to participating businesses, i.e. businesses that sell alcohol, explaining the obligations of the participating businesses, including their financial responsibilities.
- Generally speaking, expenses are paid first by WCA then reimbursed by participating businesses, prorated to their use of DORA cups (see below)
- Contract A required additional liability insurance up to \$3 million – For WCA this represents an additional \$2,400 each year.

DORA Cups

- When a patron orders a beverage with the intention to drink outside, the drink is poured in a DORA cup
- The DORA cup is clearly identified with special design, including rules.
- Although the cups are the same in a specific DORA, the various participating businesses order the cups individually from a central supplier.
- Pouring the beverage in the DORA cup increases the cost of the drink by \$1
- You cannot refill a DORA cup, i.e. for each new drink you need a new cup.
- You cannot enter a participating establishment with alcohol remaining in a cup that was sold by another establishment.
- In 2023, Westwood DORA sold 10,000 DORA cups.
- About two thirds of these cups were sold by one participating business, West Side Brewing.
- The 5 remaining participating businesses represent the remaining third.
- Roughly,

Cost of cup (purchased by participating businesses)	\$0.34
Cost per cup of the liability insurance	\$0.24
Remaining per cup for other DORA expenses	\$0.42
Cup cost to customer	\$1.00

- The participating business generates a net of \$4,200 ($\$0.42 \times 10,000$ cups) in a given year.
- Possible use of the remaining \$4,200 could include signage, additional cleaning, police patrol, and other expenses as agreed. Westwood businesses have actually contributed more than cup revenues to help pay for bands to further activate the park and bring in business, and for marketing the business district.
- When/ if needed, the DORA administrator notifies the participating businesses of expenses and asks for reimbursement - prorated to each participating business proportional use of cups.
- DORA cups are recyclable. Additional 17 recycling (bleu) street garbage cans were installed by the Cincinnati Department of Sustainability.
- An operational plan is in place to collect these cups as well as recycling measures implemented within many of the businesses.

Signage

Signage is necessary to specify:

- Sign X1: Participating businesses – These establishments agree to sell alcohol in a DORA (“to go”) cup – These businesses are the ones with contract B.
- Sign X2: Non-Participating businesses – for the restaurants/ Bars choosing to not participate.
- Sign X3: Businesses not serving alcohol but allowing individuals with a DORA cup to enter their premises.
- Sign X4: Business/ establishment not allowing individuals with a DORA cup to enter their premises.

Signs X1, X2, X3, and X4 are simple color-coded stickers placed on the windows of the businesses, approximately 6” diameter.

- Sign X5: glued on sidewalk to indicate the limits of the DORA zone. These signs are more substantial (Westwood’s are 12” in diameter) and need regular replacements by trained installers or necessary to purchase special equipment.
- Sign X6: substantial signs placed at the entrance of establishments that do not want alcohol. For example, in Westwood, the Recreation Center and gate to children’s playground within the park where Sign X4 would not work.

Note: All these signs can be purchased with residue of cup sale.

Community Engagement

WCA engaged the following group before proceeding with the establishment of the DORA:

- Community Council
- Community Development Corporation
- Local Police District
- Cincinnati Park Board
- Cincinnati Recreation Commission
- Public Services
- DOTE
- Individual businesses (both participating and not participating)
- Historical and cultural establishments and societies
- Residents through a variety of forums and channels
- Churches and schools if in or near DORA

Additional cleaning, litter control or Police details:

Not needed in Westwood

Similarity and differences between Westwood and Clifton

- Harrison Avenue the spine of the DORA is similar to Ludlow Avenue, both commuter routes with not negligible traffic both with cars and public transportation. Westwood continues to work with DOTE to make Harrison safer.
- Westwood Townhall Park where many people take their drink to, is equivalent to Clifton Plaza.
- Westwood does not have the problems of panhandlers that Clifton has.
- Westwood does not have a forest on the edge of its business district with issues of illegal encampments.
- Westwood does not have a bus shelter that is a central location for drug dealing.
- Clifton has several outdoor areas where drinking alcohol is allowed: Arlyn's back patio, Upside Brew patio, Alive & Well bumped out sidewalk, Gaslight Bar & Grill rooftop.

Potential Participating establishments – with sign X1 and contract B:

1. Dewey's Pizza
2. Sitwell's Act2
3. Biaggio's Bistro
4. Arlyn's
5. The Upside Brew
6. Ludlow Wines
7. Amol India (not sure if they have a liquor license)
8. Gaslight Bar and Grill
9. Ludlow Garage
10. Ambar
11. The Tap Room

Note: The restaurants and bars in Corryville off Jefferson seem too far from core Clifton business district and separated by a large residential zone.

Potential accepting establishments – with sign X3:

Establishments with regular "parties"/ Events

1. Clifton Cultural Arts Center (unless CCAC wants a participating status with X1)
2. VADA Gallery
3. Off Ludlow Gallery

All other businesses on Ludlow/ Clifton as defined by boundaries.

Attachments

Attachment	Description	Page
A	Flier	6
B	DORA Rules, Boundaries & Hours	9
C	Application Part 1	11
D	Application Part 2	26
E	Community Engagement	41
F	Stickers Location – Limits of DORA zones	45
G	Organizational Structure	47
H	Cup Design	53
I	Executed Westwood DORA Management - Contract A	56
J	Participation Agreement – Contract B	77
K	Annual Report	82

Documents from Westwood DORA

Attachment A

Flier



Westwood DORA Information and Input Sessions

We know that some of you have heard a lot about the proposed Westwood DORA and others maybe not so much. If you want to learn more, join us for a one of a series of meetings with residents, who live nearby the proposed Westwood DORA area, so that we can:

- Provide a brief overview of the proposed Westwood DORA**
- Answer your questions**
- Listen to your thoughts or concerns to help inform our implementation efforts going forward**

Two in-person meeting options will be held in the basement room at Westwood Town Hall on December 30 and January 3, both at 7:00 p.m. (use main entrance; mask required). There will also be a Zoom option on January 4 at 7:00 p.m. If interested in attending a meeting, let me know which one, by email. If you prefer, you can also simply share your questions or concerns by email. My email address is larryeiser@aol.com. Thanks!

Westwood DORA Overview

The goal of creating a DORA District in Westwood is to help continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town District a destination, help our businesses prosper, attract additional businesses and future residents, and further activate the recently renovated Westwood Town Hall Park.

From a stakeholder perspective, we worked closely on the design of our DORA with local business owners, community groups, hundreds of residents, and nearby churches and schools to garner support. Business owners and every one of our community groups wrote letters of support. We have also worked closely with a number of City groups including District 3 Police, CRC, Parks, DOTE, Community & Economic Development and Public Services. Cincinnati Police District 3 is fully supportive and has developed plans to ensure its success. Further activating the district and the park, they feel, will further reduce crime and increase safety by ensuring more activity and “eyes on the street”. We have defined our proposed DORA area to be a tight, controllable area that does not include any sidewalks bordering churches, schools or residential properties. We have defined our proposed DORA hours based on input from key stakeholders. We are not trying to replicate the Banks, Cheviot or other larger DORAs. We have defined the Westwood DORA to uniquely fit with what Westwood is all about as a neighborhood. More similar DORA models would be those in Loveland or Milford. Based on the input we have received, we have a good sense of most of the issues we need to make sure are addressed. If, however, new ones are uncovered in these sessions, that would be a gift that we can then factor in to enhance our implementation plans. With implementation likely in the winter months, this will give us a chance for a “soft opening” under low volumes to work any kinks out, followed by more of a grand opening in the spring.

Discussions with and visits to other municipalities surrounding Cincinnati that have DORAs gave us confidence, not only in the benefits of a DORA, but also in our ability to introduce and manage a DORA effectively in Westwood. These other DORAs have experienced benefits, but no issues. A standing DORA Management Committee will be formed under the Westwood Civic Association to ensure this remains true for us as well. For some, having a DORA in place has been incorporated into their marketing campaigns and websites to attract additional visitors and development to their business district.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating, and serve drinks there, due to COVID-19 gives us confidence that a DORA can be implemented without any issues. We experienced zero issues over the nine months when that model was in place. The flexibility provided by that option was a lifesaver for those businesses. A DORA allows such benefits to continue even beyond COVID-19 and provides even more flexibility for businesses than those temporary measures provided. Instead of being served drinks in the park by business employees, customers can walk the drinks over to the park themselves or elsewhere within the defined DORA area. Drinks just need to be put in a specially marked DORA plastic cup. If there's a long wait at a restaurant, a customer can either wait there, or get a drink in a DORA cup and hang out in the park or possibly browse at retail shops with a drink in hand (for those shops that want to participate) until they're texted that their table is ready. Signage will be put in place to make it clear where the DORA area ends in every direction. Signage will also be placed in the windows of businesses indicating who is participating in the DORA and who is not. Signage also will include QR codes, with a link to a specific page of the Westwood Civic Association website (westwoodcivic.org/dora) that will provide more information including a map of the DORA, a list of participating businesses and the rules for the DORA. The page will also provide an option for feedback on suggested improvements or issues.

Documents from Westwood DORA

Attachment B

Rules, Boundaries & Hours



Westwood DORA Guidelines:

- DORA drinks can only be sold during designated hours:
 - 5pm to 11pm Monday through Friday
 - 10am to 11pm Saturday and Sunday
 - No DORA drinks can be consumed after midnight and note that Westwood Town Hall Park closes at 11pm
- DORA drinks must be served in designated DORA cups by a DORA participating establishment
- There will be a \$1 charge for each DORA cup, to help cover unexpected DORA expenses and to fund future activation/events – Based on Health Department recommendations, typically a new drink will require a new cup
- DORA drinks may only be consumed within DORA boundaries
- DORA drinks cannot be taken from one alcohol-serving establishment into another – finish drink before entering
- No alcoholic beverages in cans, bottles, thermoses or flasks are permitted within the DORA. For example:
 - No cans, bottles, growlers from West Side Brewing may be consumed within the DORA
 - No wine bottles from Muse Café, Henke Winery, etc. may be consumed within the DORA, unless first poured into DORA cups by the participating establishment
 - No alcohol from outside the DORA may be brought into the DORA or consumed within the DORA
- Drink responsibly – Rules pertaining to public intoxication, indecency, noise and driving while intoxicated still apply
- Dispose of cups properly – Do not litter (*Note: We are working with the City on providing recycling options within the DORA*)
- Be careful when crossing streets within the DORA to get to Westwood Town Hall Park, etc. – Let's all be safe

Documents from Westwood DORA

Attachment C

Application – Part 1

Overview of DORA and Operations

The goal of the DORA is to further enhance the Westwood neighborhood as a destination neighborhood for individuals and families to live and play. The DORA hopes to build off the momentum from the existing and new businesses located in the Westwood business district and attract more establishments to this growing neighborhood.

Approval of the DORA will allow participating bars, restaurants, and other vendors with an appropriate state-issued liquor permit to sell alcoholic beverages in designated cups, plastic bottles, or other non-glass containers to patrons. Patrons will then be legally allowed to depart the establishment or site where the beverage was purchased and move freely around outside within the DORA boundary and with that beverage. The designated cups, plastic bottles (or other non-glass containers) will be sold by brick-and-mortar establishments and may also be sold by other approved outdoor vendors, such as for special events. All vendors must still maintain state-issued liquor permits to sell alcohol and be in good standing with the Ohio Division of Liquor Control in accordance with state law. All property owners and establishments have the option of opting-out of participating in the DORA. In accordance with state law, patrons may only leave establishments with alcoholic beverages in the designated cups, plastic bottles, or other approved containers. Further, no outside alcoholic drinks are permitted—meaning only alcoholic drinks that are purchased in the designated cup, plastic bottle, or other non-glass containers and from a properly permitted vendor in the DORA may be enjoyed outside. Signage, as further described below, will inform patrons of the rules and boundaries of the DORA.

The DORA is being launched in partnership with the Westwood Civic Association (the “WCA”). WCA will contract with the City to provide certain operational and management services for the DORA. This will entail coordinating the requirements for DORA cups sold by the participating businesses in the DORA, and the provision of security and sanitation services to ensure a safe and clean public space.

The WCA will form a DORA Management Committee that will be responsible for managing stakeholder relationships, provide DORA window stickers to businesses, signage maintenance, and marketing of the DORA. WCA will partner with the participating businesses, who will coordinate the ordering of DORA containers independently of the WCA. To ensure that DORA-related litter is addressed, DORA operations will be in-part financed through these existing resources and from revenue collected through the sale of the designated containers and shared with WCA, pursuant to an agreement between the WCA and the participating businesses that are Qualified Permit Holders (listed below). At this time, WCA already provides a host of services and amenities to enhance the area; therefore, by contracting with the WCA for operational and management services of the DORA, the City will be able to operate the DORA safely, efficiently, and without any ongoing increased financial commitment by the City.

DORA-Identified Containers and Approval: The WCA will have the authority to approve of all containers intended for use in the DORA. No DORA container may be sold by

participating businesses unless it has been approved for sale by the WCA. The WCA will ensure that all DORA containers sold by participating businesses will brandish a DORA-identifying logo that is either printed directly on the container or on a sticker that will be affixed to the container. The WCA will create and notify the participating businesses of all container requirements and the process for obtaining container approval for sale in the DORA.

Public Health and Safety

The City of Cincinnati and the WCA are committed to ensuring the health and safety of patrons of the DORA and cleanliness of the area; therefore, in the contract between the City and the WCA for operation of the DORA, the WCA will agree to provide any additional security or sanitary services needed in excess of the current city-provided police and sanitation services.

The City currently has 124 patrol officers on staff in District 3, 89 of the 124 patrol officers will work during the proposed DORA operation hours. This level of staffing is believed to be adequate to ensure public safety in the DORA. The City and the WCA will continually assess the public safety needs on an ongoing basis, and the WCA will agree to provide additional security detail as deemed necessary in the City's reasonable discretion.

The City's Department of Public Services ("DPS") empties the public trash receptacles in the DORA weekly. Each run requires one staff member per truck. There are multiple trash receptacles located on corners in the highest trafficked intersections/areas of the DORA. Similar to the security needs, the City will continue with the current level of services, and the City believes the current DPS staffing levels and services in conjunction with the supplementary cleaning services are sufficient to adequately maintain the appearance and public health in the DORA. However, the City and the WCA will continually assess the service levels and staffing needs and the WCA will provide any supplementary cleaning and sanitation services needed to keep the DORA area in a clean, safe, and sanitary state. The WCA will agree to increase staffing as needed to meet this standard.

Hours of Operation

The DORA will operate from 5:00 PM- 11:00 PM Monday through Friday and 12:00 PM- 11:00 PM Saturday and Sunday. Notwithstanding anything herein to the contrary, the City Manager will retain the discretion to temporarily suspend the operations of the DORA or alter operational parameters at his or her sole discretion if determined necessary for public health, safety, or welfare.

Signage

In accordance with ORC 4301.82(F), clearly marked signs will delineate all boundaries of the DORA. Additionally, signage will be placed within the DORA to notify patrons of the rules of operation. This signage will be a mix of “sidewalk tattoos,” which will be printed on the sidewalk and traditional signage. The sidewalk tattoos are semi-permanent adhesives that are placed on the sidewalk. Examples of the proposed DORA sidewalk tattoo and signage designs are depicted in Exhibit B. The signage will be paid for and maintained by the WCA throughout the life of the DORA.

The proposed plan for signage is to include street signage and tattoos along the boundaries of the DORA, with an estimated twenty-six signs needed to clearly demarcate the boundary, spaced not more than 1,000 feet apart along the boundary, and made conspicuous to pedestrians. Additional signs will be added in the interior to demarcate operational boundaries, as determined necessary by the City Manager. The numbers of signs and spacing may be increased or decreased in the City Manager’s discretion, and the City and the WCA will assess the need for changes to signage on an ongoing basis.

Additional Rules and Requirements

The City Manager may establish additional rules and regulations for operation of the DORA and will update such rules and regulations from time to time as deemed necessary for public health, safety, or operational purposes; provided however, such rules will always require that all alcoholic drinks served to be consumed outside of establishments within the DORA shall be served in a designated cup, plastic bottle, or other non-glass container.

Special Events

The DORA will provide additional flexibility for events in Westwood. The City Manager will work with the WCA to develop operational parameters for hosting special events within the DORA that balance interests of all stakeholders.

Nature of Establishments

In accordance with ORC 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are a broad array of institutions, businesses, and uses, including the Westwood Townhall Park, offices, retail stores, a theater, a gallery, health and wellness centers, residences, and several drinking and dining establishments. There is no intention of changing the nature and types of establishments in the area. Instead, once operational, the DORA will support this existing eclectic mix of establishments by attracting additional customers, residents, and workers. A current list of existing establishments is below:

Name	Address	Street	Zip	Category	Qualified Permit Holder?
Ivory House	2998	Harrison Ave.	45211	Dining/Bars	Yes
Bass Cellar	3016	Harrison Ave.	45211	Service Provider	No
Muse Café	3018	Harrison Ave.	45211	Dining/Bars	Yes
Fuzzy Butts	3022	Harrison Ave.	45211	Service Provider/Retail Store	No
Perfect Little Peach Boutique	3024	Harrison Ave.	45211	Retail Store	No
Studio N Photography	3028	Harrison Ave.	45211	Service Provider	No
Niche	3030	Harrison Ave.	45211	Event Space	No
Forté Ladies Fitness Studio & Personal Training	3034	Harrison Ave.	45211	Fitness	No
By the Sea Salt Therapy	3036	Harrison Ave.	45211	Wellness	No
West Side Brewing	3044	Harrison Ave.	45211	Dining/Bars	Yes
Red's Westside Venyou	3050	Harrison Ave.	45211	Event Space	Yes
Madcap Education Center	3064	Harrison Ave.	45211	Education/Entertainment	Yes
Henke Winery	3077	Harrison Ave.	45211	Dining/Bars	Yes
Carriage House Screen Printing/Westwood Skateboarding	3103	Harrison Ave.	45211	Retail Store	No
Joe's Hibachi Grille	3104	Harrison Ave.	45211	Dining	No
Basketshop Gallery	3105	Harrison Ave.	45211	Art Gallery	No
Creative U	3107	Harrison Ave.	45211	Creative Events & Retail	No
Vintage Creations	3117	Harrison Ave.	45211	Retail Store	No
G's Perfection Plus Barber Shop	3120	Harrison Ave.	45211	Service Provider	No
Emma's All-in-One Occasions	3122	Harrison Ave.	45211	Dining/Bars	Yes
Game & Groove	3139	Harrison Ave.	45211	Retail Store	No
Wondercade	3143	Harrison Ave.	45211	Arcade/Entertainment	Yes
Nation Westwood	3435	Epworth Ave.	45211	Dining/Bars	Yes
The Sauter Law Firm	2956, Suite #18	Montana Ave.	45211	Service Provider	No
Styles by Eunika	2956	Montana Ave.	45211	Retail Store	No
Pollman's Upholstery	2959	Montana Ave.	45211	Service Provider	No
Aztec Video Productions	2967	Montana Ave.	45211	Service Provider	No

Qualified Permit Holders

As required by ORC 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders of A-1, A-1-A, A-1c, A-2, A-2f, or D class liquor permits (excluding D-6 and D-8 class liquor permits) issued under ORC Chapter 4303.

To date at least 9 current qualified permit holders, as that term is defined in ORC 4301(A)(1), have been identified in the DORA, as follows:

#	Permit Holder	Doing Business As (DBA)	Permit Number	Permit Class(es)	Address
1	ALL IN ONE OCCASIONS	EMMA'S ALL-IN-ONE OCCASIONS	0122123	D5J	3120 Harrison Avenue (identified on liquor permit as 3122 Harrison Avenue)
2	CINCINNATI LANDMARK PRODUCTIONS DBA WESTWOOD EDUCATION CENTER	MADCAP EDUCATION CENTER	14820550010	D5H	3064 Harrison Avenue
3	HENKE WINE LLC	HENKE WINE	37359990001	A2,	3077 Harrison Avenue
4	IVORY HOUSE LLC	IVORY HOUSE	4154667	D5J	3002 Harrison Avenue (identified on liquor permit as 2998 Harrison Avenue)
5	MUSE FUSION CAFE LLC	MUSE CAFE	6255410	D5J	3018 Harrison Avenue, 1 st Floor
6	REDS WESTSIDE VENYOU LLC	RED'S WESTSIDE VENYOU	7248059	D5J	3050 Harrison Avenue, 1 st Floor
7	SUPERCADDE LLC	WONDERCADE	8693828	D5J	3143 Harrison Avenue
8	WEST SIDE BREWING LLC	WEST SIDE BREWING	9555625	A-1-A, A-1c, A-2	3044 Harrison Avenue
9	NATION WESTWOOD LLC	NATION KITCHEN AND BAR 1ST FL & BSMT & PATIO	6170670	D5J	3435 Epworth Avenue

Land Use & Zoning

In accordance with ORC 4301.82(B)(4) and as depicted below, the uses of land within the DORA are zoned T5N.SS-O, T5MS-O, T5MS, T5N.LS-O, and PR. The current mix of uses in the DORA, including restaurants, bars, and theaters, are permitted uses in these zoning districts.

Attached as Exhibit C is a letter from Cincinnati's Department of City Planning confirming that the uses of land within the DORA are permitted and in accordance with Cincinnati's master zoning plan.



Community Support, Public Notice, and Legislative Approval Process

To date, there has been significant community support expressed for the DORA. Please see Exhibit D for submitted letters.

Following filing of this application with the Clerk of Council and in accordance with ORC 4301.82(C), the Clerk will publish public notice of this application in the Cincinnati Enquirer. The notice will indicate that the application is on file and available for inspection in the Clerk's Office. Additionally, the application will be available for review on Council Online. Further, the notice will indicate the date and time of the identified City Council committee hearing to which the authorizing legislation has been referred to provide for a public hearing on the proposal.

Exhibit A

Parcel IDs and Street Addresses:

PARCEL ID			ADDRESS		
210	0074	0129	3435	EPWORTH	AV
210	0074	0045	3447	EPWORTH	AV
210	0074	0126	3447	EPWORTH	AV
208	0056	0094	2990	HARRISON	AV
			2998-		
208	0056	0259	3002	HARRISON	AV
208	0056	0078	3006	HARRISON	AV
208	0056	0256	3010	HARRISON	AV
208	0056	0135 90	3011	HARRISON	AV
210	0075	0091 90	3017	HARRISON	AV
			3018-		
210	0075	0108	3032	HARRISON	AV
210	0075	0103	3040	HARRISON	AV
210	0075	0097	3042	HARRISON	AV
210	0075	0126	3042	HARRISON	AV
210	0075	0094	3044	HARRISON	AV
210	0075	0142	3050	HARRISON	AV
210	0075	0133	3064	HARRISON	AV
210	0074	0123	3077	HARRISON	AV
210	0074	0043	3081	HARRISON	AV
210	0074	0124	3081	HARRISON	AV
210	0074	0108	3101	HARRISON	AV
210	0074	0029	3103	HARRISON	AV
210	0074	0116	3104	HARRISON	AV
210	0074	0028	3107	HARRISON	AV
210	0074	0021	3110	HARRISON	AV
210	0074	0027	3113	HARRISON	AV
210	0074	0020	3118	HARRISON	AV
			3120-		
210	0074	0019	3124	HARRISON	AV
210	0074	0106	3128	HARRISON	AV
210	0074	0026	3131	HARRISON	AV
210	0074	0011	3134	HARRISON	AV
210	0074	0122	3139	HARRISON	AV
210	0074	0024	3143	HARRISON	AV
210	0074	0023	3149	HARRISON	AV
208	0056	0912	2945	MONTANA	AV
208	0056	0005	2951	MONTANA	AV
208	0056	0217	2951	MONTANA	AV
210	0075	0102	2952	MONTANA	AV

210	0075	0106	2954	MONTANA	AV
208	0056	0006	2955	MONTANA	AV
210	0075	0107	2956	MONTANA	AV
208	0056	0007	2963	MONTANA	AV
210	0075	0114	2911	RUEHLMANN	PL
210	0074	0042	3009	URWILER	AV

Street Address Ranges:

Street Name	Range	Even/Odd
Epworth Avenue	3435-3447	Odd
Harrison Avenue	2990-3134	Even
Harrison Avenue	3017-3149	Odd
Montana Avenue	2956	Even
Montana Avenue	2945-2963	Odd
Ruehlmann Place	2911	Odd
Urwiler Avenue	3009	Odd

Exhibit B

Example Signage



1ft wide
sidewalk graphic
smallest recommended size



4ft minimum
sidewalk width

FULL COLOR
Original



Exhibit C

Department of City Planning Letter



Dear Ms. Boggs Muething,

This letter serves as a confirmation that the proposed Designated Outdoor Refreshment Area (DORA) as depicted below in the Westwood neighborhood's main business district corridor along Harrison Avenue is in accordance with the City's Comprehensive Plan, *Plan Cincinnati* (2012). Specifically, the DORA is in line with the Compete and Live Initiative Areas as it will cultivate our position as the most vibrant and economically healthiest part of our region as well as help support the Westwood neighborhood.

Westwood's burgeoning business district serves as a bridge between Cincinnati and the City's western suburbs. Instituting a DORA complements the work already being completed in the neighborhood and furthers Cincinnati as a destination in the metropolitan region.



Sincerely,

A handwritten signature in black ink that reads "Katherine Keough-Jurs".

Katherine Keough-Jurs, AICP
Director, Department of City Planning and Engagement

Documents from Westwood DORA

Attachment D

Application Part 2

2ND HALF OF APPLICATION
(LETTERS OF SUPPORT)

Exhibit D

Letters of Support

[Attached]

February 22, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202



Dear Mayor Cranley and Cincinnati City Council,

On behalf of The Westwood Civic Association, I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

A DORA District in Westwood will help to continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating due to COVID-19, also gives us confidence that a DORA will allow such benefits to continue even beyond COVID-19 and provide even more flexibility for businesses than those temporary measures provided. As all of our small businesses recover from the impact of COVID-19, it's now more important than ever that we give them all the resources we can to be successful and stay in business. We are also confident that more activation of the park, more activity in the business district, and thus more eyes on the street will also further discourage crime in the area.

Thank you for your support of the proposed DORA District in Westwood.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Sauter".

Thomas Sauter, President



Westwood Community Urban Redevelopment Corporation
PO Box 112162 Cincinnati, OH 45211-2162



February 2, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,

On behalf of the Westwood Community Urban Redevelopment Corporation (WestCURC), I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

A DORA District in Westwood will help to continue the momentum of revitalization in Westwood by assisting our efforts to make the Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating due to COVID-19, also gives us confidence that a DORA will allow such benefits to continue even beyond COVID-19 and provide even more flexibility for businesses than those temporary measures provided. As all of our small businesses recover from the impact of COVID-19, it's now more important than ever that we give them all the resources we can to be successful and stay in business. We are also confident that more activation of the park, more activity in the business district, and thus more eyes on the street will also further discourage crime in the area.

Thank you for your support of the proposed DORA District in Westwood.

Sincerely,

Greg Hand
President
WestCURC



February 16, 2021
Mayor Cranley
City of Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, Ohio 45202

Dear Mayor Cranley and Cincinnati City Council Members,

Westwood Works is in support of the proposed Designated Outdoor Refreshment Area (DORA) for Westwood's Historic Business District and requests your support through a "yes" vote. Since its founding in 2009, Westwood Works has been a major driver in the revitalization of Cincinnati's largest neighborhood. The DORA district would be another piece of cementing Westwood as a destination for the region, help our existing businesses prosper, as well as attract additional new businesses and much needed jobs for our neighbors.

As our small businesses work to emerge from the impact of COVID-19, the approval of the DORA encourages patrons to visit multiple businesses while in Westwood. We have seen the positive impact of the temporary ability for businesses to utilize the park space at Westwood Town Hall and believe that the implementation of the DORA will drive increased vibrancy and connection.

If there are any questions about Westwood Works support for this project, please contact me at:
leslie@westwoodworks.org or (513) 227-9160.

Sincerely,

A handwritten signature in dark ink, appearing to read "Leslie M. Rich".

Leslie Mattie Rich
Executive Director
Westwood Works



WESTWOOD
HISTORICAL SOCIETY

P.O. Box 11095
Cincinnati, Ohio 45211

February 12, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,

The Westwood Historical Society, as a member of the Westwood Coalition, supports efforts to promote the vibrancy of the Westwood Neighborhood Business district since a strong, engaging business district will help anchor and promote a strong, engaging neighborhood. The proposed Designated Outdoor Refreshment Area (DORA) in Westwood would give businesses another means to that end.

We ask you to please give consideration to the neighborhood's request to establish a DORA for Westwood's historic Town Hall Business District and offer your support.

Sincerely,

Liz Kissel, President
Westwood Historical Society



www.westsidebrewing.com

WEST SIDE BREWING

3044 Harrison Avenue, Cincinnati, OH 45211
513-661-2337

Joseph M. Mumper
Co-owner / CEO
West Side Brewing
513-661-2337
joe@westsidebrewing.com

February 14, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,

On behalf of West Side Brewing, I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

A DORA District in Westwood will help to continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating due to COVID-19, also gives us confidence that a DORA will allow such benefits to continue even beyond COVID-19 and provide even more flexibility for businesses than those temporary measures provided. As West Side Brewing and all of our neighborhood's small businesses recover from the impact of COVID-19, it's now more important than ever that we have all the resources we can to be successful and stay in business. We are also confident that more activation of the park, more activity in the business district, and thus more eyes on the street will also further discourage crime in the area.

Thank you for your support of the proposed DORA District in Westwood.

Sincerely,

Joseph M. Mumper, CEO



February 10, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH 45202

Re: DORA District – Westwood’s Town Hall Business District

Dear Mayor Cranley and Members of Cincinnati City Council:

On behalf of Nation Kitchen and Bar – Westwood (“Nation”), please accept this letter in strong support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood’s Town Hall Business District.

Three years ago, Nation decided to expand to Westwood and in doing so made a substantial financial investment into the development of the historic Junietta firehouse. Nation did so, in large part, due to the passion and commitment of the City of Cincinnati, Westwood community groups, and local businesses to the continued development of a cohesive Westwood business district. We strongly believe that a DORA District in Westwood is a way to truly tie the district together. It would draw even more patrons to the area and allow them to move freely about the Town Hall Park area, giving even greater utility to the space.

Fears about the negative consequences of a DORA district are totally unfounded. We encourage you to look to other areas, such as Milford, which have experienced considerable economic growth and private investment following the implementation of a DORA district. We are confident that the DORA district in Westwood would be similarly successful.

For these reasons, we ask you to support the DORA District in Westwood with your vote of “Yes.”

Thank you for your support.

Sincerely,

Brian Hirsch
Co-Owner, Nation Kitchen and Bar – Westwood



February 22, 2021

Mayor Cranley
Cincinnati City Council Members
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,
On behalf of *Muse Café*, I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes. A DORA District in Westwood will help to continue the momentum of revitalization by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating due to COVID-19, also gives us confidence that a DORA will allow such benefits to continue even beyond COVID-19 and provide even more flexibility for the businesses than those temporary measures provided. As all of our small businesses recover from the impact of COVID-19, it's now more important than ever that we have all the resources we can to be successful and stay in business. We are also confident that more activation of the park, more activity in the business district, and thus more eyes on the street will also further discourage crime in the neighborhood.

Thank you for your support of the proposed DORA District in Westwood.
Sincerely,

Shawnteé Stallworth Schramm
Owner - *Muse Café*



2998 Harrison Ave | Cincinnati, OH 45211

February 10, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,

On behalf of Ivory House LLC and EP Investment Group LLC, I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

A DORA District in Westwood will help to continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

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Thank you for your support of the proposed DORA District in Westwood.

Sincerely,

Frank Eversole
President



February 16, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,

On behalf of Emma's All In One Occasions, I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

A DORA District in Westwood will help to continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

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Thank you for your support of the proposed DORA District in Westwood.

Sincerely,

Janice Howard, Owner



February 3, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,

On behalf of Red's Westside VenYou, I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

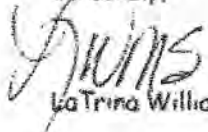
A DORA District in Westwood will help to continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating due to COVID-19, also gives us confidence that a DORA will allow such benefits to continue even beyond COVID-19 and provide even more flexibility for businesses than those temporary measures provided. As all of our small businesses recover from the impact of COVID-19, it's now more important than ever that we give them all the resources we can to be successful and stay in business. We are also confident that more activation of the park, more activity in the business district, and thus more eyes on the street will also further discourage crime in the area.

Thank you for your support of the proposed DORA District in Westwood.

Sincerely,


LaTrina Williams, Owner

3050 Harrison Ave., Cincinnati, OH 45211 Phone (513) 481-7337 Fax (513) 662-8469



cincinnati
LANDMARK
productions



MADCAP EDUCATION CENTER

February 4, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and Cincinnati City Council,

On behalf of **Madcap Education Center** (3064 Harrison Avenue) and **Cincinnati Landmark Productions**, I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

A DORA District in Westwood will help to continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, further activate Westwood Town Hall Park, and make events at/around Madcap Education Center even more attractive.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating due to COVID-19, also gives us confidence that a DORA will allow such benefits to continue even beyond COVID-19 and provide even more flexibility for businesses than those temporary measures provided. As all of our small businesses recover from the impact of COVID-19, it's now more important than ever that we give them all the resources we can to be successful and stay in business. We are also confident that more activation of the park, more activity in the business district, and thus more eyes on the street will also further discourage crime in the area.

Thank you for your support of the proposed DORA District in Westwood.

Sincerely,

Tim Perrino, Executive Director
Cincinnati Landmark Productions



February 3, 2021

Mayor Cranley
Cincinnati City Council Members
Cincinnati City Hall
811 Plum Street
Cincinnati, OH, 45202

Dear Mayor Cranley and members of council,

On behalf of **Supercade LLC** (dba **Wondercade**), I am writing in support of the proposed Designated Outdoor Refreshment Area (DORA) in Westwood's Town Hall Business District and ask you to support it with your vote of Yes.

A DORA District in Westwood will help to continue the momentum of revitalization here in Westwood by furthering efforts to make our Westwood Town Hall Business District a destination, help our businesses prosper, attract additional businesses, and further activate Westwood Town Hall Park.

Discussions with other municipalities surrounding Cincinnati (including Middletown, Hamilton, Oxford, Wyoming, Milford, Loveland, Sharonville, Cheviot, Liberty Center and Mason) that have DORAs in place give us confidence not only in the benefits of a DORA, but also in our ability to introduce and manage the DORA effectively.

Our experience with the temporary ability for restaurants and bars to add sidewalk and park seating due to COVID-19, also gives us confidence that a DORA will allow such benefits to continue even beyond COVID-19 and provide even more flexibility for businesses than those temporary measures provided. As all our small businesses recover from the impact of COVID-19, it is now more important than ever that we give them all the resources we can to be successful and stay in business. We are also confident that more activation of the park, more activity in the business district, and thus more eyes on the street will also further discourage crime in the area.

Thank you for your support of the proposed DORA District in Westwood.

Sincerely,

A handwritten signature in black ink, appearing to read "William Rich".

William Rich, Managing Partner

To Whom it may concern:

The Cincinnati Police Department District Three Neighborhood Unit is currently partnering with Westwood Civic Association and the Westwood Community in developing the plans for a DORA in the Westwood area. These plans will include a police resource deployment strategy and continuing communication with neighborhood stakeholders.

This letter serves as non-objection to these efforts and affirmation of the existing work performed with community partners.

Sergeant Jacob Hicks
Cincinnati Police Neighborhood Unit
District Three
2300 Ferguson Road
Cincinnati, Ohio 45238
513-263-8366

Documents from Westwood DORA

Attachment E

Community Engagement

Westwood Town Hall District DORA – Ensuring Stakeholder Support

❖ Westwood Town Hall Business District Businesses

- At least 8 of the 9 businesses that serve alcoholic beverages within the business district, plan to participate in the DORA including: West Side Brewing, Nation, Muse Café, Ivory House, Wondercade, Emma's All In One Occasions, Red's Westside Venyou and Madcap (Henke Winery thus far has not confirmed participation)
- All 8 businesses have provided letters of support for the DORA

❖ Westwood Community Groups

- All 4 of Westwood's community groups (Westwood Civic Association, Westwood Works, WestCURC and Westwood Historical Society) have provided letters of support for the DORA and the Westwood Coalition has expressed support as well.

❖ City Departments & Leadership

- Police Dept. District 3 (Sgt. Hicks) has been working with Westwood Civic Association (WCA) to analyze crime statistics for the area and put plans in place including a police resource deployment strategy. He believes the DORA will further reduce crime and increase safety in the area by ensuring more activity and "eyes on the street". District 3 therefore has no objections to the proposed DORA in the Westwood Town Hall District and has provided a letter of support to that effect.
- Parks staff has been engaged and is supportive of a DORA in Westwood that would include Westwood Town Hall Park. This will still need to be brought to the Parks Board for approval. We are currently working with Parks on any signage needs including a sign indicating that alcoholic beverages are not permitted within the fenced in playground area in the park. Parks has also provided lighting and an additional trash can in the small triangle extension to the park and plans to provide more tables and chairs as well. This is in addition to the 6 trash cans within the primary portion of the park. DORA daily end time of 11:00 pm has been set to match park closing time.

Westwood Town Hall District DORA – Ensuring Stakeholder Support

❖ City Departments & Leadership (*continued*)

- CRC staff, including the Director, have been engaged and are supportive of a DORA in Westwood that would include Westwood Town Hall Park. This may still be brought to the CRC Board, at least from an information and input perspective. We have worked with local CRC staff to ensure DORA weekdays hours are compatible with CRC programming. We are currently working with CRC staff on any signage needs including signs indicating that DORA drinks are not permitted within the Town Hall building.
- Public Services has analyzed the current set of trash cans within the proposed DORA area, in partnership with business owners and WCA. After this review, 4 additional cans were added to the area, for a grand total of 20.
- DOTE is working closely with WestCURC to increase traffic-calming efforts within the Westwood Town Hall District. The proposed plan includes raised crosswalks and intersections, additional bump-outs and crosswalks. This will make for even safer pedestrian crossing from businesses to the park. Some additional crosswalks and bump-outs are already in place plus the speed limit was lowered to 25 mph on Harrison Ave. throughout the business district. DOTE also plans to make this area a “Slow Zone” which includes signage and other elements that raise awareness of this being a very active pedestrian area.
- Community & Economic Development is working closely with WCA to ensure the proper elements are in place to support this DORA and will be coordinating the development of the application should this effort proceed.
- Meetings have been conducted with the Mayor and several City Council members (including David Mann, Greg Landsman, and Betsy Sundermann) where the idea of a DORA in Westwood has been discussed. All parties expressed support for the concept. Obviously, part of the process will be approval by both the City Manager and City Council, before the application is sent to the State for approval.

Westwood Town Hall District DORA – Ensuring Stakeholder Support

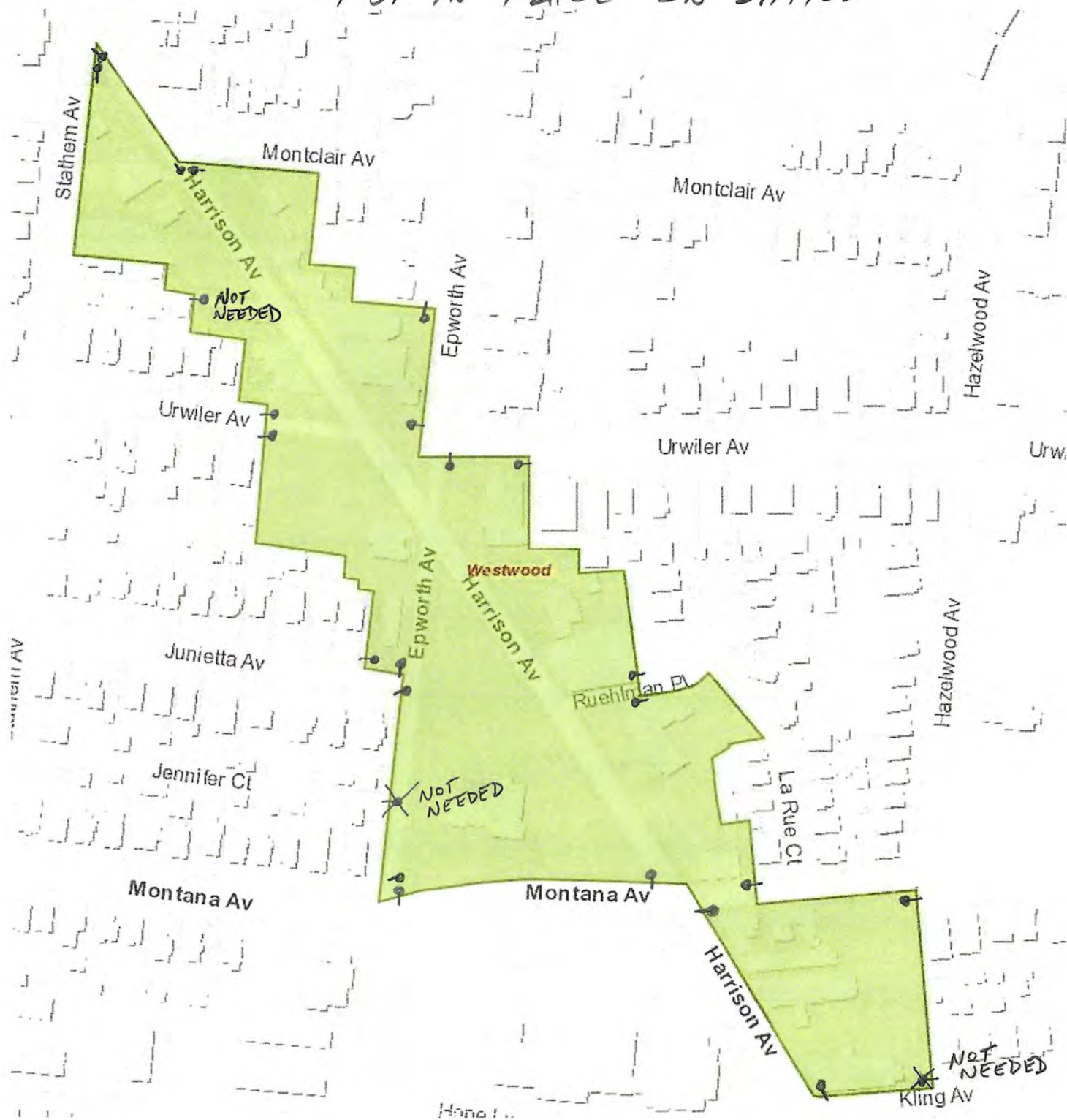
❖ Westwood Residents & Other Stakeholders

- The proposal to create a DORA in Westwood has been included on the published agenda and discussed during at least 3 recent Westwood Civic Association community meetings. These meetings were announced via WCA's Westwords publication, email and via Facebook. There have been no objections to date from WCA members or other Westwood residents to the proposed DORA, only supportive comments and questions which were able to be addressed. If anything, the most common refrain was "Can we have this in place by this Summer?"
- The proposal to create the DORA has been discussed with the pastors of Westwood 1st Presbyterian Church and Westwood United Methodist Church as well as the principal of Westwood Elementary School. While these are not within the proposed DORA area, they are nearby. All three were supportive of a DORA being implemented in the Westwood Town Hall District.

Attachment F
Stickers Location
Limits of DORA Zones

SIGNAGE

PLACEMENT FOR SIDEWALK TATTOOS
PUT IN PLACE ON 3/14/22

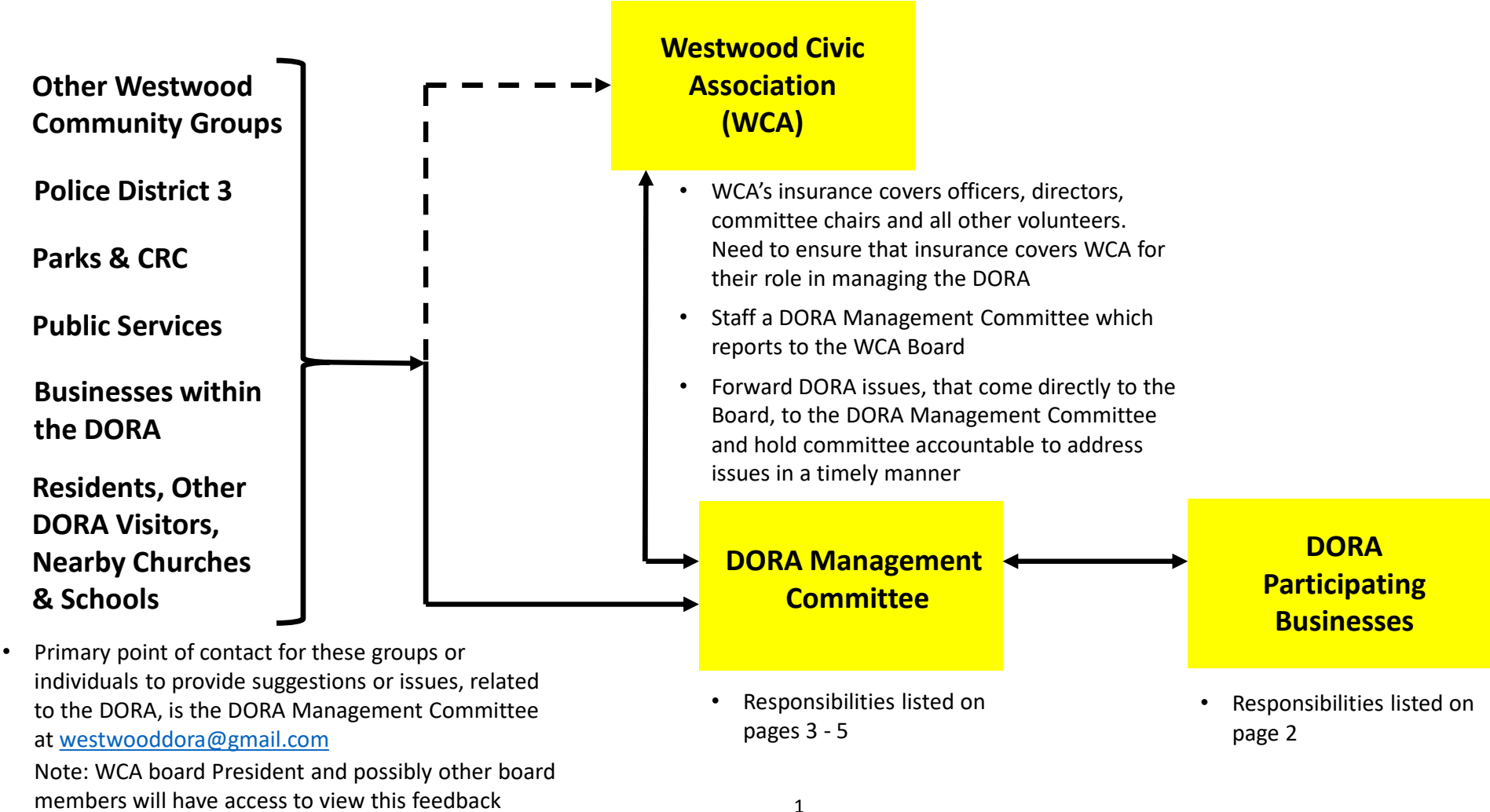


● LINE INDICATES ORIENTATION OF
TATTOO WHERE LINE MARKS TOP
TOTAL OF ~~25~~ TATTOOS
23

Attachment G

Organizational Structure

Westwood Town Hall District DORA – Management Structure, Responsibilities & Processes



Westwood Town Hall District DORA – Management Structure, Responsibilities & Processes

❖ DORA Participating Businesses – Responsibilities:

- Order, pay for and store DORA cups for their business (from approved vendor, using approved design)
- Charge (or bake into prices) \$1 for each DORA cup used, i.e. each DORA drink sold. These dollars belong to each business, but could be tapped into to fund unexpected DORA expenses that may arise or to replace damaged or missing boundary sidewalk tattoos, which will happen at some point.
- Ensure staff are all aware of DORA rules and enforce them (rules are on the DORA cups).
 - Don't serve drinks in DORA cups outside DORA hours (as posted on window stickers).
 - Don't permit customers to enter with a DORA drink from elsewhere.
- Provide brief monthly update to the WCA's DORA Management Committee including cup sales for the month, along with any qualitative input on successes and challenges
- Pay for window stickers and place in a prominent place in a front window/door. A business can obtain more than one sticker, e.g. for multiple entrances. Stickers are obtained from WCA's DORA Management Committee.
- Pay for new boundary sidewalk tattoos that are damaged and identified as needing to be replaced. Each participating business will share in the cost based on % of total DORA cup sales.
- Maintain block to ensure DORA-related litter is monitored and cleaned up.
- Monitor any nearby boundary sidewalk tattoos and let WCA's DORA Management Committee know if they discover any that are damaged or missing.

Westwood Town Hall District DORA – Management Structure, Responsibilities & Processes

❖ DORA Management Committee – Responsibilities:

- Manage DORA stakeholder relationships, resolve any stakeholder issues related to the DORA, and report on DORA issues and activities at WCA meetings. Engage other groups, as needed, to resolve such issues.
- Manage relationship with DORA cup vendor.
 - Facilitate any design changes with businesses and Westwood Works.
 - Maintain one approved vendor and design and identify any cost-saving opportunities.
- Provide window stickers to businesses at cost.
 - Facilitate any changes to sticker design with businesses and vendor
 - Store extra window stickers (all 3 types) in case new businesses open or existing ones change status
 - Order more window stickers as needed.
- Ensure boundary sidewalk tattoos remain in place as designed.
 - Facilitate any changes to sticker design with businesses and vendor.
 - Monitor DORA area periodically to ensure sidewalk tattoos are not damaged or missing.
 - Store extra sidewalk tattoos in case a few are damaged.
 - Order more sidewalk tattoos as needed and bill businesses for cost based on % of DORA cup sales.
- Provide overall monitoring of DORA area to ensure DORA-related litter are addressed.
 - Ensure businesses and event organizers are doing their part in areas adjacent to their businesses/events.
 - Organize options to assist in ongoing monitoring, including:
 - “Adopt-a-Block” approach, similar to current “Adopt-a-Pot” program
 - Working with other community groups and organizations (e.g. Westwood United Methodist Church, Girl Scouts, etc.) to help provide targeted assistance
 - Work with Public Services or Parks as needed on any trash can issues.

Westwood Town Hall District DORA – Management Structure, Responsibilities & Processes

❖ DORA Management Committee – Responsibilities (*continued*):

- If any unexpected expenses arise (e.g. extra weekend police patrols utilizing off-duty officers – not expected to be needed per District 3 current deployment strategy for the DORA), discuss the potential for these costs with participating businesses as early as possible and bill them for these costs based on % of DORA cup sales
 - The revenue stream to pay for such expenses is DORA cup sales at \$1 per cup (about 77 cents in profit per cup). Businesses will report cup sales monthly to WCA's DORA Management Committee so it will be clear how much has been accrued and available for such expenses.
 - If you use the Hamilton DORA as an example (since they use the same cup vendor Westwood plans to use), for 14 participating businesses, they order a combined average of about 30 cases per month during the summer peak months. A case is 1000 cups. That means, at their peak they are selling 30,000 DORA drinks a month which translates to \$23,100 to tap into for unexpected expenses during a peak month. If you assume the Westwood DORA sells half that much, that amounts to \$11,500 in cup revenue to tap into from one peak month. DORA cup revenue should be more than sufficient to cover unexpected expenses and businesses are committed to ensure such expenses are covered.
 - If all of the boundary sidewalk tattoos had to be replaced at the same time, this would cost under \$1000
 - If an additional police patrol car was needed in the DORA area 10 hours every weekend during a peak month (which is not expected to be needed per District 3), that would cost about \$2000.
- Support WestCURC in their efforts to implement further traffic-calming measures on Harrison Ave.
- Provide website content to WCA's website publisher on a new page at westwoodcivic.org/dora. Content will include the purpose and expected benefits of the DORA, a map of the DORA, a list of participating businesses, and more details on the rules. A QR code on the window stickers and sidewalk tattoos allow visitors to scan and view this information from their mobile devices.

Westwood Town Hall District DORA – Management Structure, Responsibilities & Processes

❖ DORA Management Committee – Responsibilities (*continued*):

- Collaborate with Westwood Works and other event organizers to ensure, for events in the DORA area that include a liquor permit, that the following are understood and agreed to by the event organizer, whether that's Westwood Works or another organization or business. Westwood Works and WCA's DORA Management Committee would both be in a position to coach other event organizers about these expectations.
 - Permit applications should define the permit area in a way that does not constrict the DORA for businesses, e.g. define as the space taken up by the beer truck. The event organizer would become a temporary DORA provider during the event. It's already part of the State's process to check if a permit area is within a DORA.
 - DORA cups would need to be used for such events.
 - Drinks from a beer truck, for example, would be DORA drinks and could therefore be taken anywhere within the DORA area.
 - The event organizer would not need to mark the event area, since the DORA boundary would already be marked.
 - At the close of the event, the event organizer would be responsible to ensure the entire DORA area is free from litter related to the event (e.g. DORA cups, containers/wrappers from food truck, etc.). This responsibility includes emptying trash cans that are full from the event and disposing of those bags in the Westwood Town Hall dumpster and replacing the liner in those trash cans.
- Partner with the City and other stakeholders to organize a ribbon-cutting event for the Westwood DORA in the spring of 2022.
- Work with businesses and other community partners to creatively develop and execute a strategy to maximize the benefits that the DORA provides to Westwood by helping businesses prosper, helping attract new businesses and residents, encouraging further activation of Westwood Town Hall Park and the Town Hall District, and adding one more ingredient toward Westwood become a neighborhood of choice within Cincinnati.

Attachment H

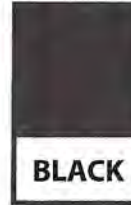
Cup Design

Product:

16oz PET
Clear Plastic Cup



Printing Method:



Order:

AF25149P1-C1-CCC16-F(LARRY EISER 56157)

NOTE: Colors here are specified to match Pantone colors, and may appear different on screen or a personal printer. Certain colors will appear lighter once printed on final product.



Disclaimer- Please Read Carefully

Not all art works well when reversed. Please keep in mind that if you request your art with the logo as empty space on a color field, small details can be lost when it goes to print. Any changes made to the art is to achieve a better printing quality. It is the customer's responsibility to carefully review the proof provided by Your Brand Café (YBC). Once the proof is approved, YBC will begin the printing process based on the approved proof. YBC will not take responsibility for any errors on the design of the print once the proof is approved by the customer. Any changes made after the proof is approved may incur an additional fee.

1. Pantone Matching System (PMS) is used for color matching, but all inks are blended by hand so some variances can be expected between batches or orders.
2. Not all inks print opaque. Certain inks will appear lighter once printed on final product.
3. Scratches within the print can occur as a result of stacking and handling cups. If the customer requests a QR code be printed as part of the artwork, YBC can not guarantee that the QR will scan properly on each cup after production due to this.
4. Artwork is proofed true to size and is maxed out to the available printing area at the widest point unless otherwise stated.
5. YBC is not responsible for obtaining copyrights of the designs involved in printing.
6. Vector files are recommended for optimal print quality. If the uploaded file provided by the customer is not a vector file some distortion may occur.

7. Movement to within 1/25 of an inch can be expected.

8. Reporting Order Discrepancies:

Once you receive your custom printed products, you have 30 days to review and report any order discrepancies or defective products to customer service. Please note we can not guarantee colors will match from run to run. Refunds and reruns will not be offered past 30 days. Do NOT dispose of any defective products. Defective products must be returned to our facility before a resolution can be offered.

By signing this proof, the customer agrees to Your Brand Café and its parent company, RCB Industries, use of customers name and printed cups or sleeves as trade reference or samples. To approve this proof please enter your signature in the area below.

If you are unable to approve by signing reply to approvals@yourbrandcafe.com with the approved AF number.

Example: "I approve AF00000PD-C0-CCC16-F/B"
Your AF# can be found at the top of this page.

Signature: _____

Date: _____

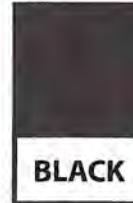
Product:

16oz PET
Clear Plastic Cup



Art Approval Sheet

Printing Method:



Order:

AF25149P2-C1-CCC16-B(LARRY EISER 56157)

NOTE: Colors here are specified to match Pantone colors, and may appear different on screen or a personal printer. Certain colors will appear lighter once printed on final product.

**DORA
GUIDELINES**

Designated | Outdoor | Refreshment | Area

In effect during designated hours only • Patrons must only consume DORA beverages from designated DORA cups • Patrons cannot carry DORA beverages from one DORA establishment into another • No outside or carry out alcohol can be consumed within the DORA

**Please Drink Responsibly
Do Not Litter**

Disclaimer- Please Read Carefully

Not all art works well when reversed. Please keep in mind that if you request your art with the logo as empty space on a color field, small details can be lost when it goes to print. Any changes made to the art is to achieve a better printing quality. It is the customer's responsibility to carefully review the proof provided by Your Brand Café (YBC). Once the proof is approved, YBC will begin the printing process based on the approved proof. YBC will not take responsibility for any errors on the design of the print once the proof is approved by the customer. Any changes made after the proof is approved may incur an additional fee.

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Example: "I approve AF00000P0-C0-CCC16-F/B"
Your AF# can be found at the top of this page.

Signature: _____

Date: _____

Documents from Westwood DORA

Attachment I
Executed Westwood DORA
Management
Contract A

PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

(Engagement of Westwood Civic Association to manage Westwood Designated Outdoor Refreshment Area)

THIS PROFESSIONAL SERVICES MANAGEMENT AGREEMENT ("**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and the **WESTWOOD CIVIC ASSOCIATION, INC.**, an Ohio nonprofit corporation, the address of which is PO Box 11466, Cincinnati, Ohio 45211 ("**Manager**").

RECITALS:

A. Pursuant to Ohio Revised Code Section 4301.82, City Council has designated certain real property in the neighborhood of Westwood as a Designated Outdoor Refreshment Area by Ordinance No. 486-2021 passed by City Council on December 15, 2021, as further described and depicted in the attached Exhibit A (DORA Boundaries) (the "**DORA**").

B. The DORA is intended to serve as a vibrant civic space that will generate economic activity and other benefits for the City and its citizens, and the City, through this Agreement, seeks to secure high quality management services for the DORA in order to ensure that the area provides a safe and attractive space for use by citizens and visitors.

C. Manager has agreed to provide the time, materials, and funding necessary to manage the DORA in accordance with the terms and conditions of this Agreement.

D. Manager acknowledges that its actions at all times during performance of this Agreement must conform with the level of responsibility and respect merited for the manager of a civic space, and Manager must honor and protect the public's fundamental rights to such space.

E. Pursuant to this Agreement, the City is engaging Manager to manage and oversee certain operations of the DORA throughout the Term (as defined below) of this Agreement, and the parties acknowledge that the Services (as defined below) are considered "professional services" (as defined in Cincinnati Municipal Code ("**CMC**") 321-1-P) and require exercise by Manager of discretion and independent judgment to perform the Services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM; RENEWAL OPTIONS; SCOPE.

(a) Term. The term ("**Base Term**") of this Agreement shall commence on the Effective Date and, unless otherwise terminated in accordance with the terms herein, shall expire on December 15, 2026, subject to extension in accordance with Section 1(b) below. It is the parties' intent that the Base Term shall run substantially coextensive with the initial five-year term of the DORA and the end of the Base Term shall align with the review mandated by CMC 838-05 and Ohio Revised Code Section 4301.82(I). Any and all obligations of Manager that have accrued and have not been fully performed as of such termination or expiration shall survive such termination or expiration until fully performed.

(b) Renewal Options. Effective upon written mutual agreement of the City and Manager, the Term of this Agreement may be extended for two (2) consecutive renewal periods of five (5) years each. For clarity, in order for a renewal option to be effective both parties must mutually agree to such extension in writing for

each individual renewal option. As used herein, the "**Term**" of this Agreement means the Base Term plus any applicable renewal periods, and the "**Expiration Date**" shall refer to the date at the end of the Base Term plus any applicable renewal periods.

(c) Operation of the DORA Following Expiration of this Agreement. In the event that (i) the Expiration Date has occurred and (ii) the City has not identified another acceptable manager for the DORA and has determined to not manage the DORA itself, then the City may, in its complete and sole discretion and at any time either before the Expiration Date or after, provide written notice to Manager offering to extend the Term of this Agreement on a rolling month-to-month basis. Upon receipt of such written notice from the City, Manager shall have fifteen (15) days to respond either accepting the City's offer for extension or denying the City's offer for extension. In the event that Manager fails to respond, such silence shall be deemed acceptance of the extension. At any time during any such month-to-month extension of the Term, either party may provide at least 30 days' written notice to other party of termination, and the Term shall then end 30 days following the date such notice is provided.

(d) Scope. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, the following shall apply to the scope of Manager's engagement hereunder:

- (i) Parking Facilities. Nothing herein is intended as granting Manager any interest, rights, duties, or responsibilities in relation to any and all City-owned parking facilities or assets (including public parking meters, kiosks, etc.) located in the DORA, and the City shall at all times maintain complete discretion and control to operate and utilize any such parking facilities and assets in its absolute and sole discretion.
- (ii) Properties throughout the DORA. Property owners of the adjacent properties will remain responsible for maintenance of the portions of the right-of-way adjacent to their properties (including, but not limited to, sidewalks) in accordance with applicable law. However, Manager shall coordinate and work with all adjacent property owners to ensure that appropriate maintenance of the adjacent properties is performed.
- (iii) No Rights Granted to Third Parties. Nothing contained herein shall be construed as granting or conferring any rights to any other party, person or entity not party to this Agreement, nor shall anything contained herein be construed as an obligation upon Manager to furnish similar services related to the DORA to any other party, person or entity not party to this Agreement.

2. DUTIES. Manager shall perform its obligations under this Agreement with a reasonable standard of care and diligence, using its efforts, skill, and judgment to further the interests of the City and its citizens. Manager shall provide the City with the following management and oversight services for the DORA (collectively, the "**Services**");

(a) Promotion and Marketing. Manager shall engage in the promotion and marketing of the DORA with an aim of increasing public utility and enjoyment of the DORA and increasing economic activity for the surrounding businesses.

(b) DORA Containers. Manager shall cause all permitted establishments and vendors to procure for sale containers required for operation of the DORA that are (i) in compliance with Ohio Revised Code Section 4301.82(F)(1)(g), (ii) made of material that is environmentally conscious, such as biodegradable plastic, recycled plastic, or other non-glass containers, and (iii) include a design and DORA-identifying logo that has been approved by the City, in its sole discretion. Manager shall establish a review and approval process with all permitted establishments and vendors proposing use of a container to ensure its compliance with this Section and shall promptly notify the City and the Cincinnati Police Department of all containers approved by Manager. To the full extent of its legal authority, Manager shall oversee and require that all alcoholic drinks served by any establishment or other vendor in the DORA that are to be carried off the premises of the selling establishment and consumed

outside within the boundaries of the DORA are sold in the approved container and that no other container may be used to serve alcoholic drinks for off-premises consumption within the DORA, unless previously approved in writing by the City. Manager shall disseminate and communicate applicable local and state law relating to DORA operations and the City's rules and regulations for the DORA to establishments and vendors operating in the DORA. Manager shall track and report to the City, as described in Section 8 below, known violations of applicable local and state law related to the DORA or the City's rules and regulations for the DORA by vendors or patrons.

(c) Special Event Coordination, Permitting, and Oversight. Manager shall not be responsible for oversight and management of special events located within the DORA, which will be handled and controlled by the City, in its sole discretion, through its normal process for special event permitting; however, the City shall require compliance with all DORA rules and regulations and Manager shall be responsible for coordinating with organizers of and vendors at such events for provision of approved containers, as part of normal DORA operations. The parties acknowledge that, generally, the City will require that all special events within the DORA only sell alcoholic drinks in approved containers; however, the City may permit a special event to sell alcoholic drinks at an event within the DORA in the following circumstances: (i) events that are only partially located in the DORA; and (ii) events that the City determines in its reasonable discretion are not appropriate as part of regular DORA operations. Any alcoholic drink sold at such an event shall be required to be consumed only within the designated event area.

(d) Security and Enforcement. Manager shall engage District 3 of the Cincinnati Police Department to ensure sufficient security services are provided for the safe and orderly operation of the DORA. If additional security services are needed, such services shall be (i) procured through the City as a special event detail of Cincinnati Police Department personnel and (ii) shall be provided at such level as determined necessary by the City, in its sole discretion, to ensure the safe and orderly operation of the DORA in compliance with applicable law and this Agreement. Manager shall pay for all costs of such additional security services necessary for the safe and orderly operation of the DORA. Manager shall provide such security service personnel with information that can be utilized to provide warnings and reminders to patrons on DORA rules and regulations.

(e) Sanitation and Recycling Services. Manager shall provide any necessary supplemental sanitation services to ensure that the DORA area remains clean, safe, and attractive, including daily pick-up and removal of litter, trash, and debris within the DORA; however, Manager's responsibility shall not extend to any non-City-owned private property. The City's Department of Public Services will continue to provide street sweeping and daily emptying of corner trash cans that are accessible by truck from the public right-of-way. Manager shall be responsible for all other necessary sanitation services and shall not utilize the City's on-street corner cans for disposal of trash. Additionally, Manager shall (i) work with commercial establishments within the DORA to provide and encourage recycling of containers utilized in the DORA, (ii) provide additional recycling options for patrons and (iii) provide supplemental pick-up and removal of litter, trash and debris on City-owned property in the DORA (including the right of way and park space) to the extent necessary.

(f) Signage. Manager shall provide and install signage in the DORA as required by the Ohio Revised Code Section 4301.82(F) and as reasonably requested by the City, which notifies the public of the boundaries of the DORA and the rules and regulations of the DORA. All signage shall be approved by the City, prior to installation, and shall be subject to oversight and comply with any rules or regulations required by the City's Department of Transportation and Engineering. The parties acknowledge that the signage may include wall signage and sidewalk tattoos. In addition to street signage, Manager shall make available to private establishments informational signage regarding the DORA, including signage to any establishment that does not want to partake in operations of the DORA.

(g) Hours of Operations. To the full extent of its legal authority, Manager shall require that all vendors within the DORA serving alcoholic drinks for consumption off-premises within the DORA only serve such drinks from 5:00 PM Eastern Time to 11:00 PM Eastern Time, Monday through Friday and 12:00 PM (noon) Eastern Time to 11:00 PM Eastern Time Saturday through Sunday. Additionally, to the full extent of its legal authority, Manager shall enforce a restriction that all consumption by patrons of alcoholic drinks outside, within the DORA, and off-premises from a permitted establishment or vendor must cease at 12:00 AM (midnight) Eastern Time. The

City Manager, in his or her sole discretion, may temporarily suspend the operation of the DORA or alter the operations of the DORA, including, restricting, or eliminating the hours of operation. Manager agrees to comply with any rules or regulations as directed by the City Manager, including any changes to the hours of operation.

(h) Compliance with Rules and Regulations. To the full extent of its legal authority, Manager shall ensure all DORA participants comply with any liquor permits or requirements for operating in a DORA as provided in the Ohio Revised Code and all applicable rules and regulations promulgated by the City Manager or adopted by City Council.

3. **MANAGER ACKNOWLEDGEMENT.** Manager acknowledges that the DORA, excluding the privately owned portions within the DORA, is intended to be functional civic space that will generate economic activity and other benefits for the City and its citizens. Manager's actions at all times must conform with the level of responsibility and respect merited for the manager of a civic space, and Manager must honor and protect the public's fundamental rights to such space. Manager and its employees, agents, contractors, invitees, and licensees are permitted to enter upon the DORA for the purpose of overseeing, maintaining, and managing the DORA on behalf of the City and for no other reason, all at no cost to the City. Notwithstanding anything herein to the contrary, Manager shall comply with all direction provided herein and as may be provided by the City regarding necessary action to comply with requirements that attach to such civic spaces.

4. **PARTICIPATION AGREEMENT WITH LIQUOR ESTABLISHMENTS.** Manager shall enter into a participation agreement (a "**Participation Agreement**") with each and every establishment located and operating within the DORA that (i) possesses an appropriate state-issued liquor permit to sell alcoholic beverages as identified in Section 4301.82(A) of the Ohio Revised Code, (ii) is in good standing with the Ohio Division of Liquor Control in accordance with state law, and (iii) wishes to participate in the DORA by offering to patrons alcoholic drinks for sale and consumption outside, within the DORA, and off-premises from the permitted establishment (each a "**Participating Establishment**"). The Participation Agreement shall be in a form approved in writing by the City and shall indicate that the City is a third-party beneficiary of the Participation Agreement with rights to enforce the obligations thereunder. The Participation Agreement shall contain, at a minimum, the following terms:

(a) City of Cincinnati as Third-Party Beneficiary. Manager and the Participating Establishment each acknowledges that the City of Cincinnati shall be a third-party beneficiary to this agreement and shall have the right to directly enforce each and every obligation of Participating Establishment set forth in the Participation Agreement to the extent it deems such enforcement necessary to protect its rights, including but not limited to, the enforcement of Participating Establishment's requirement to make prompt payment for rendered services related to the DORA's operation.

(b) Prompt Payment. Promptly after Manager incurs an expense for providing services or support related to the DORA's operations, Manager will provide Participating Establishment with an invoice for that expense. Participating Establishment shall promptly pay Manager in the full amount of said invoice within 30 days of its receipt. If Participating Establishment fails to pay an invoice within 5 days of the due date, then the City, as the third-party beneficiary hereto, shall be entitled to seek payment directly from Participating Establishment.

(c) Approval of DORA Containers. Manager and the Participating Establishment each acknowledges that Manager has been authorized by the City to approve of all containers intended for sale and consumption within the DORA (the "**DORA Cup**") and that no DORA Cup may be sold by Participating Establishment unless approved by Manager in accordance with this Section or expressly authorized by the City. Prior to offering any containers for the sale and off-premises consumption within the DORA, Participating Establishment shall submit to Manager for its approval Participating Establishment's proposed DORA Cup, which shall, at a minimum, satisfy the following requirements: (i) be in compliance with Section 4301.82(F)(1)(g) of the Ohio Revised Code, (ii) be made of material that is environmentally conscious, such as biodegradable plastic, recycled plastic, or other non-glass containers, and (iii) include a design and DORA-identifying logo that has been approved by the City, in its sole discretion. Once Manager has determined that the

proposed DORA Cup satisfies the above requirements and has approved of the same (the "**Approved DORA Cups**"), Participating Establishment shall not make any material changes to the Approved DORA Cup without Manager's prior written consent.

(d) DORA Cup Charge. Manager and Participating Establishment shall establish a standard charge for the sale of each DORA Cup to offset Manager and the Participating Establishment's expenses related to the DORA. As of the Effective Date, Manager anticipates such charge being \$1 per DORA Cup.

(e) Reporting of Revenue. Within 30 days of the end of each calendar year, the Participating Establishment shall deliver DORA-related revenue reports that include, but are not limited to, the number of cups purchased, cost of cups purchased, and number of cups sold in sufficient detail for Manager to compile the Annual Operating Report.

(f) Reporting of Accidents, Violations, and Other Significant Occurrences. The Participating Establishment shall keep Manager informed of all reported accidents, known violations of local applicable local or state law related to the DORA or of the City's rules and regulations for the DORA, or other significant, unanticipated occurrences at or otherwise affecting the DORA that involve public health or safety issues or that could lead to negative publicity. The Participating Establishment shall notify Manager within 24 hours of assaults, robberies, or the like. For all incidents for which a police report is filed, the Participating Establishment shall promptly obtain a copy of the police report and promptly provide a copy of it to Manager.

(g) Insurance. Each Participating Establishment shall carry and maintain commercially reasonable insurance in such amounts and covering such risks as is customarily carried by similarly situated liquor establishments engaged in a similar business in the general area in which the Participating Establishment operates.

(h) Term. The term of the Participation Agreement must be consistent with the terms of this Agreement.

(i) Assignment. The Participating Establishment shall not assign its rights under the Participation Agreement nor delegate its obligations under the Participation Agreement without the prior written consent of Manager. Any attempt by the Participating Establishment to assign or otherwise transfer its interests under the Participation Agreement to a third party without the City's prior written consent shall be null and void and shall, at the option of Manager, constitute a default of the Participating Establishment under the Participation Agreement.

5. **COMPENSATION FOR SERVICES.** Manager hereby acknowledges that the City is not providing any funds to Manager for the provision of the Services and that Manager is solely responsible for paying for all costs and expenses related thereto. The City shall not be required to pay to Manager any fees for provision of the Services under this Agreement or, except as explicitly set forth below in Section 6, reimburse Manager for the costs and expenses of providing the Services; provided however, the parties acknowledge that Manager will seek to offset the costs and expenses of providing the Services through: (i) fundraising, as further explained in Section 9 below and (ii) collection of fees and other revenues arising from operation of the DORA.

6. **EXPENSES; REVENUES; REIMBURSEMENT TO CITY.**

(a) Manager Expenses. Except as specifically provided below in Section 6(b), Manager shall be responsible for paying for all costs and expenses related to the provision of the Services, and the City shall have no liability for such expenses unless explicitly stated herein.

(b) City Expenses. Subject to approval of any necessary legislative appropriation, the City agrees to be responsible for the following expenses and in the following amounts:

and (i) Actual electrical utility expenses for public infrastructure owned by the City within the DORA;

(ii) Any extraordinary costs or expense incurred in connection with Services or otherwise performed by Manager that were approved by the City in writing prior to such performance.

(c) City Payment. For any expenses set forth in Section 6(b), the City and Manager shall enter into a Funding Letter Agreement in substantially the same form as that attached as Exhibit B ("Funding Letter Agreement").

(d) Revenues. Manager shall maintain and cause the maintenance of records by all Participating Establishments of all revenue received by Manager from the operation of the DORA (including revenue arising from fundraising and including any funds received by Manager from the City pursuant to Section 6(c)), which shall be included in Manager's Annual Operating Report (as defined below). Manager shall utilize all such revenue derived from the DORA to offset the costs and expenses of providing the Services. Any excess revenue generated in a single year shall be utilized for operational expenses in a subsequent year or as otherwise approved by the City Manager in writing for the benefit of the DORA. Upon the Expiration Date or in the event that City Council sooner passes legislation to dissolve the DORA, any excess cash held by Manager that was generated from the DORA operations shall first be used to reimburse the City for any unpaid expenses invoiced to Manager pursuant to Section 6(e), and the remainder shall thereafter be retained by Manager for the benefit of the Westwood neighborhood. Alternatively, in the event that the City elects to discontinue its relationship with Manager and either selects another acceptable manager for the DORA or determines to manage the DORA itself (in either case, the "**New Manager**"), any excess cash held by Manager that was generated from the DORA operations shall be transferred to the New Manager.

(e) Reimbursement to City for Expenses Incurred. The parties acknowledge that the City Manager may, in his or her sole discretion, provide for supplemental services or support as deemed necessary by the City Manager to provide for the health, safety and well-being of the public in relation to the DORA's operation. In the event the City incurs an expense for providing such supplemental services, then the City shall provide Manager with an invoice for that expense and Manager shall promptly pay the full amount of said invoice no later than 45 days of its receipt. In the event an invoice remains unpaid 5 days after the due date, then in addition to the City's other rights and remedies pursuant to Section 12, the City shall be entitled to seek payment directly from each Participating Establishment operating within the DORA by enforcing the terms of the Participation Agreement as a third-party beneficiary thereto.

7. CONTRACTING.

(a) Subcontracting with Third Parties. Manager may subcontract to third parties in order to deliver the Services; however, any such subcontracting shall be completed in compliance with all applicable City requirements and Manager shall still remain as the obligor for providing such Services. All third-party contracts shall, unless otherwise approved by the City, be memorialized in a written agreement, have no more than a 12-month term, include a 30-day at-will and without cause termination provision, and require commercially reasonable insurance. Manager shall comply with the procurement procedures attached as Exhibit C.

(b) Small Business Enterprise Program and Minority and Women Business Enterprise Program.

(i) Applicability. In furtherance of the policy goals established by CMC Chapter 323 (Small Business Enterprise and Local Business Enterprise Program), and CMC Chapter 324 (Minority and Women Business Enterprise Program), the requirements set forth in this Section shall apply to the Agreement as an affirmative contractual obligation, notwithstanding the legal applicability or inapplicability of CMC Chapters 323 and 324 to this Agreement. Manager hereby agrees to comply with this Section and, where applicable, to cause its general contractor to comply with this Section in all respects.

(ii) Requirements. Manager and its general contractor shall use its best efforts and take affirmative steps to ensure that certified SBEs, MBEs, and WBEs (in each case as such terms are used within CMC Chapters 323 and 324, collectively, the "Certified Firms") are utilized as sources of supplies, equipment, construction, and services under this Agreement, with the goal of voluntarily meeting thirty (30%) percent Certified Firm participation for construction contracts and fifteen (15%) percent participation for supplies, services, and professional services contracts. A list of Certified Firms and additional information about the City's SBE, MBE and WBE Programs, may be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or from the City's web page, <http://cincinnati.diversitycompliance.com>. Manager may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as a certified SBE, MBE or WBE, and applications may also be obtained from online at: (<https://cincinnati.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=cincinnati&XD=7672>). Manager shall comply with the provisions of CMC Chapters 323 and 324, including without limitation taking at least the following affirmative steps:

- (A) Including qualified Certified Firms on solicitation lists.
- (B) Assuring that Certified Firms are solicited whenever they are potential sources, including by advertising, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to Certified Firms to provide services, to supply materials, or to bid on construction contracts, as applicable. Manager and its general contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (C) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum Certified Firm participation.
- (D) If any subcontracts are to be let, Manager shall require the prime contractor (if different from Manager) to take the above affirmative steps.
- (E) Prior to the commencement of work under any subcontracts, Manager shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. Manager shall update the report monthly.
- (F) Manager shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

Failure of Manager or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to Certified Firms, or to provide technical assistance to Certified Firms as may be necessary to reach Certified Firm participation as set out in CMC Chapters 323 and 324, may be construed by the City as failure of Manager to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section. The provisions of CMC Sections 323-99 and 324-99 are hereby incorporated by reference into this Agreement.

(c) Equal Employment Opportunity Program. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9). Details concerning the City's Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion.

(d) Living Wage. This Agreement is subject to and hereby incorporates the provisions of CMC Chapter 317. Such provisions require that, unless specific exemptions apply or a waiver is granted, all covered employers (as such term is defined in CMC Section 317-1-C3) under service contracts shall provide payment of a minimum wage to employees at rates no less than those listed within CMC Section 317-3. Such rates shall be adjusted annually pursuant to the terms of the CMC. Pursuant to the provisions of CMC Chapter 317,

the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies in the event of violations of the provisions of CMC Chapter 317.

8. REPORTING; AUDIT RIGHTS.

(a) Annual Operating Report. Within 60 days of the end of each calendar year, Manager shall deliver an annual operating report ("**Annual Operating Report**") to the City containing the following information:

- (i) Annual Operating Budget – Detailing expected DORA-related revenues and expenditures for the upcoming year;
- (ii) Prior Year Financial Report – Detailing DORA-related revenues and expenditures for the previous year and any reserves or cash-on-hand at the end of the year;
- (iii) Attendance Report – Detailing approximate attendance for Manager organized events in the DORA in the previous year; and
- (iv) Such additional information that the City may reasonably request from time to time.

(b) Financial Statements. Within 60 days of the end of each calendar year, Manager shall provide the City with unaudited financial statements detailing DORA-related income and expenses for provision of the Services for the previous year, prepared utilizing regulatory cash basis accounting principles.

(c) Third Party Contracts. Upon request by the City, Manager shall provide to the City copies of all contracts entered into with third parties that relate or pertain to this Agreement or the Services.

(d) Records; Audit Rights. Manager shall collect, maintain, and furnish to the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Manager, the DORA, this Agreement, or the Services, including without limitation bank statements, loan statements, income tax returns, and such other reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (all reports, records, statements and other information furnished by Manager under this paragraph (d) being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Manager and furnished to the City shall be in such form as the City may from time to time require. During the Term, Manager shall permit the City and its designees and auditors to have access to and to inspect and audit Manager's Records and Reports. If the City's inspection or audit reveals a material discrepancy with information previously provided by Manager, Manager shall reimburse the City for the City's out-of-pocket costs associated with such inspection or audit, and the parties shall work cooperatively to resolve such discrepancy. Manager shall maintain and cause the maintenance of all Records and Reports throughout the Term and for a period of at minimum three (3) years following the end of the Term.

(e) Public Records. During the Term, Manager shall promptly provide and cause the provision to the City of any and all records requested by the City that the City determines are reasonably required in order to comply with the City's obligations under the Ohio Public Records Act.

(f) Reporting of Accidents, Violations, and Other Significant Occurrences. Manager shall keep the City informed of all reported accidents, known violations of local applicable local or state law related to the DORA or of the City's rules and regulations for the DORA, or other significant, unanticipated occurrences at or otherwise affecting the DORA that involve public health or safety issues or that could lead to negative publicity. Manager shall notify the City Manager's Office within 48 hours of assaults, robberies, or the like. For all incidents for which a police report is filed, Manager shall promptly obtain a copy of the police report and promptly provide a copy of it to the City Manager's Office.

9. SCOPE OF AUTHORITY; FUNDRAISING; SIGNAGE.

(a) Relationship. The parties agree that Manager is intended as an independent contractor of the City, and Manager and its contractors and staff shall not be considered employees of the City. Manager shall not have the authority to enter into any contract or agreement in the name of, or to exercise any rights or make any decision on behalf of the City, without the prior written approval of the City.

(b) Fundraising. The City acknowledges that Manager may pursue fundraising efforts to help offset the costs of provision of the Services. Manager may only utilize funds raised pursuant to such fundraising for the costs and expenses of providing the Services and for no other purpose. The City acknowledges and agrees that Manager may enter into all agreements that are necessary and appropriate to secure such fundraising; however, unless otherwise expressly agreed to by the City in writing, any such agreements shall not be binding on the City. Manager shall not enter into any agreement for sponsorship of the DORA without prior written authorization of the City.

(c) Signage and Displays in the DORA.

(i) The City reserves the right to post signage or install other displays in and around the DORA to disseminate messages or information of public interest and concern and in furtherance of valid public purposes.

(ii) Subject to the terms and conditions herein, Manager may post signage or install other displays within the DORA to disseminate messages and information that promote and market the DORA in order to increase their public utility, public enjoyment, and the economic activity of surrounding businesses. Manager is solely responsible for maintaining all signage that it posts.

(iii) The City and Manager agree to work together in good faith on the installation and location for any such signage or displays.

(iv) Notwithstanding anything in this Agreement to the contrary, Manager shall not permit signage to be posted in the public right-of-way or on any City-owned property within the DORA that contains any content that (a) promotes candidates, issues, or causes of an ideological or political nature; (b) is discriminatory in nature; (c) contains obscene or pornographic material; (d) promotes tobacco products; (e) promotes or advertises adult bookstores, adult cinemas or adult live entertainment venues, such as strip clubs or gentlemen's clubs; (f) supports or opposes a religion, denomination, or religious creed, tenet, or belief; or (g) advertises the sale of firearms or firearm ammunition.

(v) No signage posted by the Manager pursuant to this provision shall use internal sources for illumination or illumination that uses a flashing or strobe effect.

(vi) Digital signage with the capability of displaying animated or moving images shall be subject to the prior written approval of the City.

(vii) No signage posted by the Manager pursuant to this provision shall exceed 12sq. in. in total sign face area, unless first approved in writing by the City.

(viii) Manager may utilize a quick response (QR) code ("**QR Code**") on signage placed in the DORA in order to provide patrons informational material about the DORA; *provided, however*, if Manager utilizes any QR Code, it shall ensure that the QR Code and the contents of any website accessed as a result of the QR Code are in compliance with the terms of this Agreement and abide by all rules and regulations of the City regarding QR Codes, as established as of the Effective Date and any established by the City in the future.

10. INSURANCE.

(a) Type of Insurance. Throughout the Term of this Agreement, Manager shall carry and maintain or cause to be carried and maintained the following insurance:

- (i) Worker's compensation insurance as required by law;
- (ii) Automobile liability insurance with a per accident limit of not less than \$1,000,000 per accident and covering all owned, non-owned, hired, and permissive use vehicles; and
- (iii) Commercial general liability insurance in the amount of not less than \$5,000,000 per occurrence, combined single limit, \$5,000,000 aggregate.

(b) Policy Requirements. Manager's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. On or about the Effective Date, and annually thereafter with the Annual Operating Report, Manager shall provide the City with certificates of insurance evidencing the insurance required to be maintained by Manager hereunder. Insurance policies maintained by Manager under Sections 10(a)(ii) and (a)(iii) above shall name the City as an additional insured. Manager agrees that in the event that the actual insured amounts for any herein required insurance policies are higher than the amounts required under this Agreement, that the City shall be entitled to the full extent of proceeds available under such policies and shall not be limited by the herein described minimum limits.

(c) Subcontractors. Manager shall require all subcontractors doing work within the scope of the Services to have commercial general liability insurance coverage, at the subcontractor's expense, to protect the interests of Manager and the City in sufficient commercially reasonable amounts as determined by Manager. Manager shall obtain and keep on file a certificate of insurance evidencing that each subcontractor is so insured and naming Manager and the City as additional insureds.

(d) Events. Manager shall require all third-party event operators, including for concerts or other events, to have commercial general liability insurance and special event insurance applicable to cover and protect the interests of Manager and the City in commercially reasonable amounts as determined by Manager. Manager shall obtain and keep on file a certificate of insurance evidencing the required policy prior to and during the event. Manager and the City shall be named as additional insureds on such policies.

(e) Waiver of Subrogation. Manager hereby waives all claims and rights of recovery, and on behalf of Manager's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Manager, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Manager shall at all times protect itself against such loss or damage by maintaining adequate insurance. Manager shall cause its insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

11. INDEMNIFICATION. The City assumes no responsibility for any acts, errors or omissions of Manager or any employee, agent, representative or any other person acting for or on behalf of Manager. Manager shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("**Indemnified Parties**") harmless from and against all costs (including without limitation attorneys' fees and other legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of

or arising from the acts or omissions of Manager, its agents, employees, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Manager in connection with the Services, the DORA, in connection with any breach by Manager under this Agreement, or in connection with any employment matter arising between Manager and its employees. Manager's indemnification obligations under this section shall survive the expiration or termination of this Agreement.

12. DEFAULTS; REMEDIES; TERMINATION FOR CONVENIENCE.

(a) Default. Each of the following shall constitute an event of default by Manager under this Agreement:

- (i) If Manager fails to perform or observe any of the covenants, terms or conditions contained in this Agreement, and such failure continues for longer than thirty (30) days after Manager receives written notice thereof from the City, other than failure for Manager to make any payment when due under this Agreement (a "**Payment Default**") in which case Manager shall have five (5) days to cure such default after Manager's receipt of such notice; provided, however, that if such failure (other than a Payment Default) is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have occurred if Manager commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Manager receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Manager fails to take corrective action immediately upon discovering such dangerous condition or emergency; and
- (ii) The commencement of levy, execution or attachment proceedings against Manager, or any of the assets of Manager, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Manager; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Manager; or the commencement of a case by or against Manager under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within one hundred eighty (180) days after institution).

(b) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period (if any) provided for in Section 12(a) above, the City shall be entitled to (i) immediately terminate this Agreement by giving Manager written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Manager, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Manager shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of Manager under this Agreement or the City's enforcement or termination of this Agreement. Manager shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under

this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Agreement shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Agreement in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(c) Termination for Convenience. At any time during the Term, the City may provide written notice to Manager that the City is exercising its right to terminate this Agreement for convenience pursuant to this Section 12(c).

(d) Automatic Termination upon Dissolution of the DORA. In the event that City Council takes legislative action to dissolve the DORA, this Agreement shall automatically terminate upon the passage of such legislation.

13. ASSIGNMENT. Manager shall not assign its rights under this Agreement nor delegate its obligations hereunder without the prior written consent of the City. Any attempt by Manager to assign or otherwise transfer its interests under this Agreement to a third party without the City's prior written consent shall be null and void and shall, at the option of the City, constitute a default of Manager under this Agreement.

14. SURRENDER.

(a) Surrender. On or before the last day of the Term of this Agreement, Manager shall remove all of Manager's personal property from the DORA, and any property not so removed shall be deemed abandoned, Manager shall not remove any signs, lighting, or fixtures used in connection with the DORA unless the City approves of such removal in writing. Manager shall promptly repair any and all damage caused by its removal of any items under this paragraph.

(b) Documents to be Delivered to City. At the end of the Term of this Agreement, Manager shall deliver to the City originals of all books and records, unpaid invoices, operating manuals, contracts with third parties, warranty information, and all other written materials and documents that are in Manager's possession or under Manager's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the DORA.

15. NOTICES. All notices required to be given to any party under this Agreement shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a nationally recognized overnight courier service, to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:	To Manager:
City of Cincinnati 801 Plum Street Cincinnati, OH 45202 Attention: City Manager	Westwood Civic Association, Inc. PO Box 11466, Cincinnati, Ohio 45211 Attention: President

If Manager sends a notice to the City alleging that the City is in breach of this Agreement, Manager shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

16. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Manager makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(a) Manager is a non-profit corporation duly organized and validly existing under the laws of the State of Ohio and qualified to do business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

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

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

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

(f) The statements made in the documentation provided by Manager to the City that are descriptive of Manager or the Services have been reviewed by Manager and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(g) Neither Manager nor its affiliates owes any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

17. GENERAL PROVISIONS.

(a) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

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

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Manager agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to any and all disputes arising under this Agreement. Manager acknowledges and agrees the DORA shall further be governed by Cincinnati Municipal Code, including Chapter 838 (Outdoor Refreshment Areas), as written and as may be amended from time to time.

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

(e) Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

(f) Severability. If any part of this Agreement is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(g) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(h) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(j) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City or Manager under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City or Manager in other than his or her official capacity. No official executing or approving the City's or Manager's participation in this Agreement shall be personally liable under this Agreement.

(k) Compliance. Manager in the performance of the Services shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.


(l) No Liens. If any mechanics' lien or other similar lien is filed against the DORA as a result of labor or material furnished at Manager's request, Manager shall cause the lien to be released or bonded off within thirty (30) days following the filing of such lien.

(m) Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

SIGNATURES ON FOLLOWING PAGE

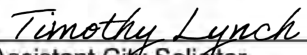
This Agreement is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

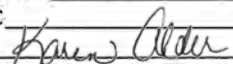
CITY OF CINCINNATI

By: 
John P. Curp, Interim City Manager

Date: 3/17/2022

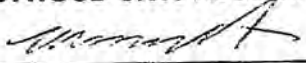
Approved as to Form:


Assistant City Solicitor

Certified Date: 03/17/2022
Fund/Code: No certification of funds required
Amount: _____
By: 
Karen Alder, City Finance Director

SIGNATURE PAGE TO PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

WESTWOOD CIVIC ASSOCIATION, INC.

By: 

Name: Thomas Sauter

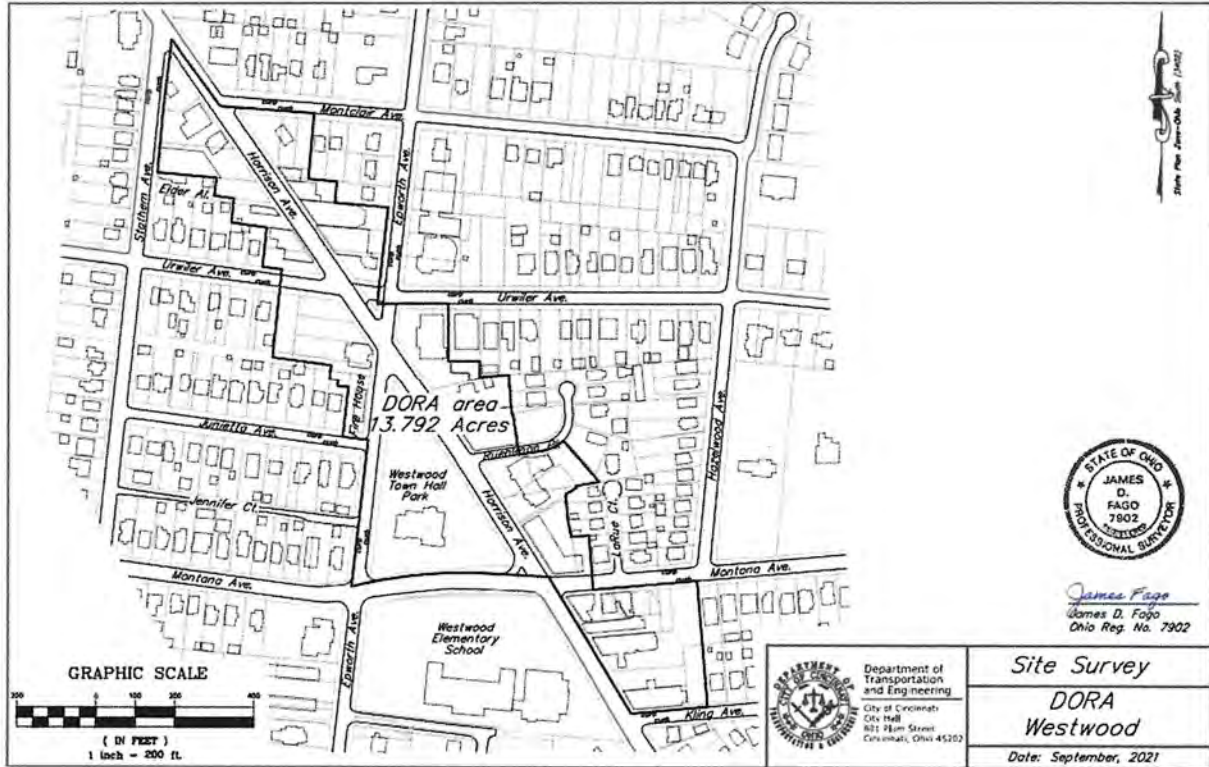
Title: President

Date: 3/3/2022

SIGNATURE PAGE TO PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

EXHIBIT A
TO
PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

DORA Boundaries



{00355421-8}

A-1

Exhibit B
to
PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

**FORM OF
FUNDING LETTER AGREEMENT**

Contract No: _____

Westwood Civic Association, Inc.
PO Box 11466,
Cincinnati, Ohio 45211
Attention: President

Dear _____:

Pursuant to Section 6 of the *Professional Services Management Agreement*, dated _____ ("Management Agreement"), between the Westwood Civic Association, Inc. ("**Manager**") and the City of Cincinnati ("**City**"), the City agreed to fund certain expenses related to the operation of the Westwood DORA, subject to appropriation by Cincinnati City Council for such expenses. The purpose of this Funding Letter Agreement ("**Letter Agreement**") is for the City to certify to Manager that funding for the herein described expenses has been appropriated for the City's [YEAR] fiscal year and to confirm the parties' agreement related to such expenditures.

The City certifies that the below described funds (the "**Funds**") have been appropriated for the following uses and are available for expenditure, to the extent actually needed for the purposes described below, in accordance with the terms of the Management Agreement and this Letter Agreement:

1. [LIST APPROPRIATION AMOUNTS AND ANY PARTICULAR USES ATTACHED TO SUCH APPROPRIATIONS]

The City agrees to disburse the Funds to Manager upon approval by the City of a written draw request submitted by Manager evidencing the need for such Funds. Such draw request shall be in a form acceptable to the City, and the City shall not be obligated to disburse Funds more than one time per month. Notwithstanding anything herein to the contrary, any portion of the Funds not expended or encumbered on or before [END OF APPLICABLE CITY FISCAL YEAR] shall be subject to recapture and/or re-appropriation in the City's sole discretion. Following the end of the applicable fiscal year, the City shall not be obligated in any way to pay any unexpended or unencumbered portion of the Funds to Manager, and if Manager is holding any such unexpended or unencumbered Funds at the end of the applicable fiscal year, then the City may require, through a written request, that Manager return any such Funds to the City. Nothing herein is intended to amend or alter the obligations of Manager under the Management Agreement, and Manager shall maintain records of all expenditures of the Funds in accordance with the terms of the Management Agreement.

[SIGNATURE PAGE ATTACHED]

This Funding Letter Agreement is executed and dated as of _____, 20__.

City of Cincinnati

By: _____
[_____] , City Manager

Approved as to Form:

Assistant City Solicitor

Certified Date: _____
Fund/Code: _____
Amount: _____
By: _____
[_____] , City Finance Director

ACCEPTED AND AGREED:

[_____]

By: _____
Name: _____
Title: _____

Exhibit C
to
PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

Procurement Procedures

A. Purchases of goods and services for which the City has a preferred contractor ("City Contractor"):

1. Manager shall comply with the provisions below but shall request a quote from the City Contractor.

B. Purchases of goods and services not performed by a preferred City Contractor:

1. Purchases up to \$1,000 – No bid
 - a. May be done without securing competitive quotes and bids if the price quote is reasonably considered to be reasonable and the terms and delivery dates are conducive to the requirements.
 - b. If a quote is determined to not be reasonable, Manager will obtain competitive quotes.
2. Purchases \$1,000 to \$5,000 – Informal bid
 - a. Manager shall obtain at least two written quotes that address pricing, delivery, discounts, terms, conditions, and other factors critical to a decision.
 - b. Manager shall select the bid most conducive to what is required considering price, delivery, and other factors critical to the project.
3. Purchases \$5,000 and above – Formal bid
 - a. Manager shall issue a formal RFP and obtain at least three written quotes.
 - b. Manager shall select the bid most conducive to what is required considering price, delivery, and other factors critical to the project.

C. Single Source

1. Manager may single source the following goods or services:
 - a. Containers for serving of drinks for DORA operations
 - b. Supplemental daily sanitation services
 - c. Such other items approved in advance by the City Manager

Manager shall not divide or break down costs for a larger project to avoid issuing a formal RFP.

Documents from Westwood DORA

Attachment J
Participation Agreement
Contract B

WESTWOOD DORA PARTICIPATION AGREEMENT

This Participation Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **WESTWOOD CIVIC ASSOCIATION, INC.**, an Ohio nonprofit corporation, the address of which is PO Box 11466, Cincinnati, Ohio 45211 ("**WCA**") and the undersigned participating business located within the Westwood DORA ("**PARTICIPATING ESTABLISHMENT**").

1. The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated, shall expire on December 15, 2026, subject to extension if mutually agreed upon by WCA and the City of Cincinnati.
2. WCA and the Participating Establishment both acknowledge that the City of Cincinnati (the "**City**") shall be a third-party beneficiary to this Agreement and shall have the right to directly enforce each and every obligation of Participating Establishment set forth in this Agreement to the extent it deems such enforcement necessary to protect its rights, including but not limited to, the enforcement of Participating Establishment's requirement to make prompt reimbursement of expenses related to the DORA's operation, which will be funded by cup revenues.
3. Promptly after WCA incurs an expense related to the DORA's operations, WCA will provide Participating Establishment with an invoice for an appropriate portion of that expense based on the Participating Establishment's percentage of overall cup sales within the DORA. Participating Establishment shall promptly pay WCA in the full amount of said invoice within 30 days of its receipt. If Participating Establishment fails to pay an invoice within 5 days of the due date, then the City, as the third-party beneficiary hereto, shall be entitled to seek payment directly from Participating Establishment.
4. WCA and the Participating Establishment each acknowledge that WCA has been authorized by the City to approve of all containers intended for sale and consumption within the DORA (the "DORA Cup") and that no DORA Cup may be sold by the Participating Establishment unless approved by WCA or expressly authorized by the City. WCA will ensure that DORA Cups, at a minimum, satisfy the following requirements: (i) be in compliance with Section 4301.82(F)(1)(g) of the Ohio Revised Code, (ii) be made of material that is environmentally conscious, such as biodegradable plastic, recycled plastic, or other non-glass containers, and (iii) include a design and DORA-identifying logo that has been approved by the City, in its sole discretion. Once WCA has determined that the proposed DORA Cup satisfies the above requirements and has approved of the same (the "Approved DORA Cups"), the Participating Establishment shall not make any material changes to the Approved DORA Cup (product material, size or design) without WCA's prior written consent. Participating Establishments are responsible for ordering, paying for and storing Approved DORA Cups. Cups must be ordered from vendor approved by WCA.
5. WCA and the Participating Establishments shall establish a standard charge for the sale of each DORA Cup to offset operational expenses related to the DORA. As of the Effective Date, the charge will be set at \$1 per DORA Cup.
6. On a quarterly basis, within 30 days of the end of each quarter, the Participating Establishment shall deliver a report to WCA that includes number of cups purchased during the quarter, cost of cups purchased during the quarter, and number of cups sold during the quarter. Reporting should also include qualitative information on successes and challenges that were experienced during the quarter. First quarter report is due by April 30. Second quarter report is due by July 31. Third quarter report is due by October 31. Fourth quarter report is due by January 31.
7. The Participating Establishment shall ensure that staff are aware of DORA rules and enforce them, including DORA hours of operation, etc. Rules can be found on the DORA cup with a more detailed list of rules available at westwoodcivic.org/dora, which can also be reached by scanning the QR code on DORA signage.

8. The Participating Establishment shall ensure window sticker(s), indicating that DORA drinks can be purchased there, are placed in a prominent location(s) on front entrance door or window. Funding was provided for an initial set of stickers. If replacements need to be purchased in the future, the cost would be covered by the Participating Establishment that needs the signage.
9. The Participating Establishment shall monitor and maintain their property and surrounding sidewalks to eliminate DORA-related litter (cups, etc.). Likewise, the Participating Establishment shall inform WCA if they notice that nearby boundary signs that are damaged or missing.
10. The Participating Establishment shall keep WCA informed of all reported accidents, known violations of local applicable local or state law related to the DORA or of the City's rules and regulations for the DORA, or other significant, unanticipated occurrences at or otherwise affecting the DORA that involve public health or safety issues or that could lead to negative publicity. The Participating Establishment shall notify WCA within 24 hours of assaults, robberies, or the like. For all incidents, for which a police report is filed, the Participating Establishment shall promptly obtain a copy of the police report and promptly provide a copy of it to WCA.
11. The Participating Establishment shall carry and maintain commercially reasonable insurance in such amounts and covering such risks as is customarily carried by similarly situated liquor establishments engaged in a similar business in the general area in which the Participating Establishment operates.
12. The Participating Establishment shall not assign its rights under this Agreement nor delegate its obligations under this Agreement without the prior written consent of WCA. Any attempt by the Participating Establishment to assign or otherwise transfer its interests under this Agreement to a third party without the City's prior written consent shall be null and void and shall, at the option of WCA, constitute a default of the Participating Establishment under this Agreement.
13. If Participating Establishment defaults on responsibilities defined in this Agreement, they may be eliminated from further participation.
14. WCA shall manage the relationships with cup and signage vendors, and place signage orders as needed. If the Participating Establishment is having issues with the cup vendor that they are unable to resolve, they shall inform WCA.
15. WCA shall keep DORA information up-to-date on their website.
16. WCA shall address issues or concerns that are raised or witnessed relative to the DORA including but not limited to litter and drunk and disorderly behavior.
17. WCA will collaborate with event organizers to ensure, for events in the DORA area that include a liquor permit, that they understand how the DORA impacts permit applications and the requirement to utilize Approved DORA Cups. This will ensure that such events within the DORA do not restrict access to the DORA for customers of Participating Establishments.
18. WCA will work with Participating Establishments and other community partners, as appropriate, to creatively develop and execute a strategy to ensure that the potential benefits, that the DORA provides to Westwood businesses and the community, are realized. WCA will examine funding options to support such efforts which could include funding by Participating Establishments, if they individually choose to contribute to the DORA's success in this way.
19. WCA will have a standing DORA Management Committee that will execute many of WCA's day-to-day DORA-related responsibilities, with WCA oversight and approval as appropriate.

20. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.
21. This Agreement may be amended only by a written amendment signed by both parties.

SIGNATURE PAGE FOLLOWS

This Agreement is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

WESTWOOD CIVIC ASSOCIATION

By: 

Name: Thomas Sauter

Title: President

Date: 3-7-2022

PARTICIPATING ESTABLISHMENT

By: Adam Wiggins

Name: Adam Wiggins

Business Name: West Side Brewing

Date: 03/07/2022

Documents from Westwood DORA

Attachment K

Annual Report

Designated Outdoor Refreshment Area (DORA) Annual Operating Report

1. DORA Management Entity (Organization) Name *

DORA Management Committee, a standing committee of the Westwood Civic Association

2. DORA Management Entity Contact (Officer) Name *

Larry Eiser

3. DORA Management Entity Contact (Officer) Email Address *

larryeiser@aol.com

4. DORA Management Entity Contact (Officer) Phone Number *

513-673-9054

5. Reporting Year *

This is the Prior Year (Example: Current Year: 2023, Reporting Year: 2022)

2023

6. Has the DORA Manager entered into a contract with a third-party entity to provide for services identified in the Management Agreement? *

☐ Yes

☒ No

7. In the prior year, were there any reported accidents, known violations of local applicable local or state law related to the DORA or of the City's rules and regulations for the DORA, or other significant, unanticipated occurrences at or otherwise affecting the DORA that involve public health or safety issues or that could lead to negative publicity? *

☐ Yes

☒ No

Required Attachments

Please provide the following attachments. For financial and attendance reports, please provide in an excel file format. Attachments can be emailed to Justin Halter, Economic Development Officer at justin.halter@cincinnati-oh.gov.

- **Prior Year's Financial Report** detailing DORA related revenues, expenditures and any reserves or cash-on-hand.
- **Current Year's Annual Operating Budget** detailing expected DORA related revenues and expenditures.
- **Prior Year's Attendance Report** detailing approximate attendance for Manager organized events in the DORA in the previous year.
- Most recent and valid **Certificate of Insurance** naming the City of Cincinnati as an additional insured entity.

The following must be attached if applicable under the Management Agreement and/or related agreements.

- **New Executed Participation Agreements** between the Manager and Qualified Permit Holders (Establishments).
- **Inspection Report** detailing the status of the physical conditions of improvements to the Plaza, as well as any planned improvements for the current year.
- **Executed Agreements with Third-Party Entities** to provide for services identified in the Management Agreement. (All third-party contracts shall, unless otherwise approved by the City, be memorialized in a written agreement, have no more than a 12-month term, include a 30-day at-will end without cause termination provision, and require commercially reasonable insurance).
- **Copies of communication sent to the City Manager's Office** within 48 hours of assaults, robberies, or the like. For all incidents for which a police report was filed, please provide police report copies and

communication sent to the City Manager's Office.



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Westwood DORA 2023 Annual Report Executive Summary

The goal of creating a DORA District in Westwood was to help continue the momentum of revitalization in Westwood by furthering efforts to make the Westwood Town Hall District a destination, help our businesses prosper, attract new businesses, and further activate the recently renovated Westwood Town Hall Park. We defined and implemented the Westwood DORA with stakeholder and community input, so that it uniquely fit with what Westwood is all about as a neighborhood. The DORA opened on March 17, 2022, and it's been a rousing success with feedback being overwhelmingly positive. A DORA Management Committee is in place, under the Westwood Civic Association, to help ensure that remains the case moving forward.

Every business that serves alcoholic drinks, within the district, chose to participate. That's 9 businesses in all. In addition, 8 other businesses in the district welcome DORA drinks. Close to 12,000 DORA cups were sold again in 2023. The number likely would have exceeded 2022's total, if one of our large Second Saturday events had not been cancelled due to weather. We expect some increase in 2024, with the potential for additional businesses opening and serving DORA drinks sometime in 2024. For Westwood, the DORA has served as one more catalyst for additional development, additional visitors, and additional activation within Town Hall Park and beyond.

- WestSide Market moved their events to Town Hall Park in 2022, in part, because of the DORA and the increased development and activity within the district. That continued throughout 2023 and is expected to continue in 2024. These events complement the Second Saturday, Art Show, and other events that Westwood Works has long organized to activate the district and bring people together.
- Town Hall Live, a new concert series was held on the fourth Saturday of each month from May through October, to further activate the park and the district. Overall, it's estimated that events conducted in the park in 2023 have drawn well over 24,000 attendees.
- W Bar + Bistro finished its first full year in the district, taking over the space that formerly held Henke Winery, which closed due to the owner's retirement. A new coffee shop, ice cream parlor, and an additional restaurant opened within the district in 2023, with more development expected in 2024.
- We now have 17 recycling cans in the park and along the sidewalks in the district. With cooperation from the City's Office of Environment and Sustainability, Parks, CRC and Ellen McGrath of the DORA Management Committee, processes have been put in place to empty these on a timely basis. These not only serve as receptacles for DORA cups, but for other recyclables as well. Many of the businesses are also involved in providing recycling options for DORA cups inside the businesses.
- 11 Town Hall District/DORA banners now hang from utility poles within the district.
- Meetings were conducted with Parks to identify projects in Westwood Town Hall Park that would enhance seating and performances. More to come on this in the Spring.
- There have been no real issues or complaints since the DORA was activated in March of 2022. As Sgt. Hicks of District 3 Police predicted, the DORA has encouraged more activity and more eyes on the street. This has resulted in, if anything, a positive impact on safety/crime within the district.
- Increased development and events have not only attracted additional visitors. It has also attracted new residents eager to be part of a vibrant, walkable neighborhood. Homes within

Westwood DORA 2023 Annual Report Executive Summary

walking distance to this district often sell within days, if not hours, after being put on the market.

- Initially, periodic meetings were conducted with DORA participating businesses. That expanded in 2023 with the formation of the Town Hall District Business Association, that represents all businesses within the DORA boundaries, whether they serve DORA drinks or not. The key areas of focus for this organization are activation, marketing, advocacy, and providing a forum for businesses to work together on issues and opportunities. Other interested community stakeholders have been drawn into this group as well. We have applied to have this new organization become a 501c3 non-profit organization.
- The businesses and events within Westwood's Town Hall District are now attracting visitors from well beyond Westwood. This has brought additional employment, business and tax revenue into the neighborhood and the City of Cincinnati.

What we need from the City is further discussion, support and investment in the City's largest neighborhood to:

- Increase traffic-calming to enhance pedestrian safety within the district, especially at Montana & Harrison coming from both directions on both streets.
- Attract large mixed-use development to the district (80,000 sq. ft. to 120,000 sq. ft.), to provide built-in customers for businesses, a housing entry-point for young couples, and the ability for seniors to retire in place within Westwood versus moving to Green Township, etc. As a step in this direction, secure neighborhood control over a handful of blighted buildings that remain in the district, and are hindering the continued growth of the district and could be part of these new mixed-use developments.
- Extend street-scaping and lighting enhancements throughout the district, to provide a cohesive feel, improve safety, increase customer foot traffic, and help make the district a true destination.
- Increase parking to ensure needed customer traffic from outside the district and outside Westwood. As more businesses open will become even more vital, as a bridge to enhanced public transportation options in the future.
- Provide funding for activation of Westwood Town Hall Park. Westwood will manage events, but we need funding for bands, etc. Building on discussions with Parks, enhance seating on existing patio areas, add additional seating/patio areas to enhance programming, and provide a covered stage/band-shell in the park.
- Enhance public and multi-modal transportation. We would be a willing participant in street car expansion in the future, and we would like to see an improved and safer connection between the district and Mt. Airy Forest, for pedestrians and bikes.

Some good news is expected in 2024 with a couple of raised crosswalks and bump-outs expected to be installed at key locations along Harrison Avenue, although this represents only a small portion of the traffic-calming measures that have been proposed. In 2025, there is expected to be more traffic-calming efforts on Harrison Avenue as part of a larger project running from Queen City Avenue to the Cheviot border. It's unclear what traffic-calming measures might be included in the Town Hall District, as the details of this project are still being defined.

Westwood DORA 2023 Annual Summary Report

Revenue	
DORA Cups Sold by Businesses (10,112 cups)	\$10,112.00
DORA Cups Sold by Westwood Works at event beer booths (1,595 cups)	\$1,595.00
Total Revenue	\$11,707.00
Expenses	
Cups purchased - Your Brand Café (13,200 cups - average of 24.3 cents each)	\$3,204.00
Tools to apply replacement boundary tattoos - Home Depot & Amazon	\$121.95
1 replacement sign for playground gate - Decal Impressions	\$37.73
10 replacement boundary tattoos - Decal Impressions	\$177.87
Increase in Westwood Civic Association liability insurance due to DORA	\$2,250.00
Town Hall Live concert series (6 events plus indoor backup plan)	\$6,100.00
Bavarian Band for Oktoberfest event	\$1,250.00
Town Hall District/DORA pole banners, including Duke Energy inspections (11 banners)	\$3,020.50
Total Expenses	\$16,162.05
Net Income	-\$4,455.05
Event Attendance	
Town Hall Live concert series (5/27/23, 6/24/24, 7/22/23, 8/26/23, 9/23/23, 10/28/23)	1,325
Jammin' at the James concert series (8/19/23, 9/16/23, 10/21/23)	680
Westwood Works Second Saturday Events (6/10/23, 7/8/23 - cancelled, 8/12/23)	2,150
Westwood Works - Westwood Art Show (9/9/23)	750
Westside Market Events (5/6/23, 6/3/23, 7/1/23, 8/5/23, 9/2/23)	12,700
Westside Holiday Market (11/25/23)	6,000
Westwood Oktoberfest (9/8/23)	350
Westwood Works Howl at the Hall event (10/20/23)	500
Total Attendance	24,455

Notes: Cup revenue remains the property of the businesses and event organizers. Per participation agreements, businesses will make their cup revenues available, as needed, to cover DORA expenses that might arise, and have the option to invest in additional DORA enhancements or activation. To date, expenses listed above have been funded by a combination of NSP, Westwood Civic Association, DORA participating businesses, and the Town Hall District Business Association

Westwood DORA 2024 Budget Summary

Projected Revenue		
	DORA cups sold by businesses - increase over 2023 actuals similar to increase from 2022 to 2023 (11,000 cups)	\$11,000.00
	DORA cups sold by Westwood Works at event beer booths will be similar to 2022 (2,550 cups)	\$2,550.00
	Total Revenue	\$13,550.00
Projected Expenses		
	Cups purchased - Your Brand Café (assume 14,000 cups purchased)	\$3,398.00
	Town Hall Live concert series (5 total: May through September)	\$5,000.00
	Bavarian Band for Oktoberfest event	\$1,250.00
	Purchase 8 replacement boundary tattoos - Decal Impressions	\$142.00
	Increase in Westwood Civic Association liability insurance due to DORA	\$2,250.00
	Total Expenses	\$12,040.00
Projected Net Income		\$1,510.00



WESTWOO-01

BBAUMGARDNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Driehaus Insurance Group LLC 700 Walnut St Suite 600 Cincinnati, OH 45202		CONTACT NAME: PHONE (A/C, No, Ext): (513) 977-6860 E-MAIL ADDRESS: info.support@driehausins.com		FAX (A/C, No): (513) 214-3388
INSURED Westwood Civic Association PO Box 11466 Cincinnati, OH 45211		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: CINCINNATI INSURANCE COMPANY		10677
		INSURER B: CSU PRODUCER RESOURCES		13037
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ENP 0483106	4/3/2023	4/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ENP 0483106	4/3/2023	4/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0206652	4/3/2023	4/3/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Umbrella			ENP 0483106	4/3/2023	4/3/2024	Umbrella \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cincinnati is included as additional insured and waiver of subrogation applies.

Policy # EMN 0489018, Cincinnati Insurance Company, effective 4/3/23-24, Directors & Officers Liability \$5,000,000 with \$1,000 deductible, Employment Practices Liability \$1,000,000 with \$1,000 deductible.

CERTIFICATE HOLDER

CANCELLATION

City of Cincinnati
801 Plum Street
Cincinnati, OH 45202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DORA Participating Business Name: **West Side Brewing**

Quantitative Information	During Q1 2023	During Q2 2023	During Q3 2023	During Q4 2023	Annual Total
Number of cups purchased	0	0	8000	0	8000
Cost of cups purchased	\$0.00	\$0.00	\$1,941.77	\$0.00	\$1,941.77
Number of cups sold	355	1968	2856	875	6054
Name of individual filing report	Jason R Miller	Jason R Miller	Jason R Miller	Jason R Miller	