

AGENDA



City Council Meeting
7:00 PM Tuesday, October 27, 2020

Loveland City Hall
120 W. Loveland Avenue
Loveland, OH 45140

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Recognition of Staff and Special Guests in Attendance**
5. **Presentations and Announcements**
6. **Persons Appearing Before Council**
7. **Open Forum**

Members of the public may address Council during this segment of the agenda and shall be limited to five minutes each. After the speaker concludes remarks Council may comment or ask questions at that time. The Mayor may restrict duplicate testimony on a subject.

8. **Communications**
9. **Review and Approval of Minutes**

A. Minutes from the October 13, 2020, City Council Meeting

10. **Public Hearing**

11. **Ordinances (Second Reading)**

A. Ordinance amending Loveland Code of Ordinances Chapter 111 Schedule of Fees, Fines and Other Charges to revise fees charged for water utility services

12. **Resolutions (One Reading Required)**

- A. Smart City Technology in Downtown District
- B. Resolution authorizing the City Manager to execute a services agreement with Cincinnati Bell for the installation, monitoring and management of Smart City technology in the City's downtown district and rescinding Resolution 2020-15
- C. Edward Byrne Memorial Justice Assistance Grant

- D. Resolution authorizing the submission of an Edward Byrne Memorial Justice Assistance Grant (JAG)

13. Ordinances (First Reading)

- A. None

14. City Manager & Staff Reports

- A. Community Development Block Grant (CDBG) Three-Year Funding Program
- B. Public Hearing Request for 418 North Second Street
- C. December 2020 Meeting Schedule

15. Review of Councilmanic Worksheet

- A. Councilmanic Worksheet

16. Committee Minutes and Reports

- A. Veterans Memorial Committee Meeting Minutes, August 19, 2020
- B. Planning and Zoning Commission Meeting Minutes, September 1, 2020
- C. Veterans Memorial Committee Meeting Minutes, September 2, 2020
- D. Beautification Committee Meeting Minutes, September 14, 2020
- E. Community Improvement Corporation Meeting Minutes, September 29, 2020

17. City Council Reports and Comments

18. Executive Session

- A. Motion to adjourn to executive session under Ohio Revised Code Section 121.22 (G)(2) to consider the purchase of property

19. Adjournment

The next City Council Meeting will be on November 10, 2020 at 7:00 PM

City Council Meeting Minutes
Tuesday, October 12, 2020
Loveland City Hall – Loveland, Ohio

Call to Order

Mayor Kathy Bailey called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited by all.

Roll Call

Council Members Present: Mayor Kathy Bailey, Vice Mayor Robert Weisgerber (via Zoom), Andrew Bateman, Kent Blair, Tim Butler, Neal Oury, and Ted Phelps.

Recognition of Staff and Special Guests in Attendance

Clerk of Council Misty Brents, City Manager David Kennedy, City Solicitor Joseph Braun, Assistant City Manager Tom Smith, Police Chief Sean Rahe, Director of Finance Michelle Byrde, Former City Council Member Todd Osborne, and President of the Little Miami River Chamber Alliance CeeCee Collins.

Mayor Bailey noted that Ms. Byrde recently announced her retirement. She said Ms. Byrde had gone above and beyond for the City of Loveland, thanked her for the service she has provided to the City and the community, and for providing adequate notice to allow the City to find a suitable replacement. Mayor Bailey stated that there would be more fanfare to come before Ms. Byrde retired at the end of the year.

Presentations and Announcements

Mayor Bailey explained that the Louis G. Rockwood Community Service Volunteer Award recognize the time and accomplishments of volunteers that serve the City. She noted that Mr. Butler and Mr. Oury nominated Mark Bersani and asked them to read their nominations.

Mr. Butler read the nomination: “Mark is a ceaseless advocate for preservation and aesthetics along the Little Miami River. He is an active and fervent supporter of local businesses. Mark is also involved in a project which offers canoeing and kayaking opportunities to inner city youth. Mark is a true representative of the ‘Think Global/Act Local’ mentality. Mark is always thinking of ways to improve the City. He is well-deserving of this honor.”

Mr. Oury read the nomination: “Mark Bersani, owner of Loveland Canoe & Kayak, for his timeless efforts to helping Loveland businesses since 2003 with events and for being involved in the downtown business district. Mark has mentored many young employees through his summer hiring. Mark cares about Loveland, the river and our residents. His retail store offers canoes & kayaks and accessories along with offering demos, fishing tournaments and trade shows which brings our community together.”

Mayor Bailey then presented the 2020 Louise G. Rockwood Community Service Volunteer Award to Mark Bersani. Mr. Bersani thanked his family and staff for all they do to support the business

and the community. He said they were fortunate to be in Loveland and part of a business community that supports one another.

Open Forum

Todd Osborne, 1100 Sunrise Drive, raised concerns about downtown traffic. He suggested that the City revoke sidewalk seating licenses, eliminate the parking on W. Loveland Avenue, and create a four-lane road from Second Street to the bridge. He also recommended that the eastbound left turn lane at the foot of the bridge be eliminated. Mr. Osborne noted that the signage for the temporary parking lot were missing. He stated that Council and the City needed to be having discussions about downtown traffic management to handle the existing traffic and to address future development in the surrounding townships which will filter more traffic through Loveland.

CeeCee Collins, 113 Karl Brown Way, announced that Christmas in Loveland would be held on December 18, 19, and 20. Ms. Collins noted that she is part of the Loveland Education Against Alcohol (LEAD) committee. She announced that October 26 through October 31 is Red Ribbon Week. This year's theme is Be Happy, Be Safe, and Be Drug Free. She encouraged the community, businesses, the City, and Council to support the initiative and get involved.

Review and Approval of Minutes

Mr. Phelps moved to approve the minutes of the September 22, 2020, City Council Meeting, seconded by Mr. Oury. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. The motion carried by a vote 7-0.

Mr. Blair moved to approve the minutes of the September 29, 2020, Special City Council Meeting, seconded by Mr. Butler. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. The motion carried by a vote 7-0.

Public Hearings

Mr. Butler moved to open a public hearing to receive comments on the proposed sale of 9.8389 acres of City-owned property on Butterworth Road in Warren County. Mr. Blair seconded the motion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. The motion carried by a vote 7-0.

Mr. Kennedy explained that the property in question, commonly referred to as the Christman Farm, originally consisting of 10.737 acres, was purchased by the City in 2007 for \$800,000 and then annexed into the City. In conjunction with the Christman Farm, the City created a Recreation Land Tax Increment Financing (TIF) district, which included the adjacent 16.1-acre parcel owned by the Crane family and allows the City to recoup revenues from future developments. He added that in 2010, 0.8981 acres of the property, which included a home, was portioned off and sold to Judith Lund for \$102,000.

Mr. Kennedy explained that during his time with the City, residential development inquiries have been continual. The proposals have been for high density developments of single-family and rental units, which the City would not accept because they were not a good fit for the surrounding Brandywine on the Little Miami and Butterworth Glen neighborhoods. He noted that the high-density developments would allow a developer to recoup expenses for extending utilities to the site.

To solve this problem and promote a low-density project, the City proposed extending the sanitary sewer from State Route 48 to the site and assess the parcels within the development for the cost. This generated two low-density, single-family, style projects. One of which included a proposal for 30, but not more than 35, detached single family lots, developed across both parcels. The proposal included 20 estate style homes with starting prices of \$850,000 with an average lot size of $\frac{3}{4}$ acre. The proposal also included up to 15 estate empty nester style homes with a starting price of \$550,000 with 11,000 to 18,000 square footage lots. He noted that the proposed density for the project was 1.35 units per acre. In addition, the proposed project was recently selected as the site of the 2022 Homearama by the Cincinnati Home Builders Association, subject to the necessary approvals.

Mr. Kennedy explained that before the development can occur, the developer must have the property zoned as a Special Planning District. This process will involve the Planning and Zoning Commission and City Council and will give residents multiple opportunities to weigh-in on the project.

Mr. Kennedy noted that if the purchase and zoning is approved, the proposed development would result in a total valuation of \$25,250,000. The 20-year annual assessment of \$639/year would allow the City to recoup the cost of the sanitary sewer main extension. The agreed upon purchase price for the property was \$350,000. Mr. Kennedy explained that as the project begins to develop it will begin to produce TIF revenue until the TIF expires in 2037. He noted that the TIF revenue is calculated based upon an increasing scale as the development is completed and placed on the tax rolls. After the development is completed, TIF calculations includes a 0.5% to 1% appreciation over the life of the TIF. Based on those calculations, Mr. Kennedy estimated that the TIF would produce revenue in the range of \$135,000 to \$143,000 annually, producing over \$2,000,000 in revenue over the life of the TIF.

Mr. Kennedy explained that the legislation authorizing the transfer to the Community Improvement Corporation (CIC) was drafted as an emergency so the infrastructure work and planning could begin immediately. By allowing the CIC to act as the City's agent, the project doesn't have to be bid, and they can secure the best product for the City. The CIC could then sell the property to CB Butterworth, LLC. He noted that funds from the sale would then be transferred back to the City.

Bethany Wiegand, 167 Decatur Lane, said the City needed to solve the traffic issues on State Route 48 and Butterworth Road before adding more density. She expressed concerns about the impact construction would have on the existing residents. Ms. Weigand said that the City has a problem with bicyclist safety on State Route 48 that needed to be addressed. She wanted these issues to be resolved before more residents were added. Ms. Weigand encouraged Council to use the property as park land as it was intended to be, which would enhance the lives of the existing residents in Warren County.

Todd Osborne, 1100 Sunrise Drive, stated that when he sat on Council this property was purchased for future recreation, walking trails or a dog park. He also thought it was a good location for a cemetery. He thought the proposed development would be a good project for the City and the schools. He felt that the City should address the traffic and bicyclist concerns while the utilities were being extended. Mr. Osborne suggested any future development or expansion in Warren County be required to provide greenspace so a passive park can be built in Warren County.

Mr. Butler asked the City Manager to explain how the TIF works and why the City will receive an excess of \$2 million overtime. Mr. Kennedy stated that a TIF is a tax incentive and hold back certain taxes, but the schools are made whole. The return on the TIF is based upon the valuation of the developed property. Basically, the City borrowed against the future value of the property. Mr. Kennedy stated that the TIF revenue could be used to improve traffic flow problems. Mr. Kennedy noted that he encouraged the developer to provide a traffic study at the onset of the development.

Mr. Butler noted that the City could potentially receive income tax revenue if the residents work in the City. Mr. Kennedy added that the development will not be on the City's water system, they will be serviced by Western Water. He anticipated that the City would receive around \$30,000 in impact fees for this project which are used for road or recreation uses in that area.

Mr. Butler noted that the previously proposed project had greater density and was an inferior product when compared to the proposed CB Butterworth, LLC project. Mr. Kennedy agreed.

Mr. Butler noted that the debt service to pay off the property has been eating a hole in the City's budget for thirteen years. Mr. Kennedy noted that the annual debt service was \$50,000 a year.

Mr. Butler asked the City Manger to explain why the legislation was written as an emergency. Mr. Kennedy explained that the sewer expansion design cannot occur until the property is sold and an agreement is in place to assess the lots. He noted that the sewer expansion needs to move along to keep the project on pace. He noted that construction will not begin until the zoning process is complete.

Mr. Blair noted that the City has made changes to allow additional opportunities for residents to provide input during the development process. He asked the City Manager to share the proposed timeline for this project. Mr. Kennedy anticipated that the SPD approval process could take up to six months and allows for more public input. He provided the following timeline should the ordinance be adopted:

1. The property will be transferred to the CIC.
2. The CIC would meet and execute a purchase agreement with and transfer the property to CB Butterworth, LLC.
3. The Planning and Zoning Commission will determine if the development meets the requirements of an SPD.
4. The Planning and Zoning Commission will hold their first public hearing where bargaining will occur. (November)
5. The Planning and Zoning Commission will hold a second public hearing to make a recommendation to City Council. (December)
6. Council will set and hold a public hearing to consider the development (February)
7. Council adopt or reject legislation to approve the Special Planning District (March)
8. The Planning and Zoning will hold a public hearing to make amendments to the zoning map.

Mr. Oury stated that the City will have almost two years to solve the traffic issues. He noted that the developer is looking at the issue and he had taken it upon himself to come up with some ideas.

Mr. Bateman asked if the project could move forward without the Christman property, or without the City extending the sewer. Mr. Kennedy stated that the City could sell access rights through the

Christman property, which would have an insignificant return and greatly reduce the TIF revenues. The Homerama would only have 20 homes. He didn't believe it would be likely for the City to extend the sewer since the homes would not be served by City water. He said that he wasn't sure if people would flock to that area for a passive walking trail. Mr. Kennedy said the option that makes the most financial sense to the City is to include the Christman property as part of the project.

Mr. Bateman stated that the sewer assessment allows the City to flip the investment and over the long-term bring revenue back into the City and therefore the taxpayers are no longer in debt due to the project but reaping the benefits of a strategic development. Mr. Kennedy agreed.

Mr. Bateman stated that he recently had the opportunity to visit a development while in North Carolina and was taken with the layout which incorporated a green space and walkway within the subdivision. He asked if green space could be lobbied for during the SPD process, such as sidewalks or a walking trail. Mr. Kennedy noted that the project includes sidewalks on one side of the street. He noted that when parks have been discussed in the past on this property the area under the powerlines was identified as the location of the detention basin with a trail around it, which was considered the City's park. Mr. Kennedy reiterated that this is the best product the City has seen for this area.

Mr. Bateman agreed that traffic and bicycle safety needed to be addressed and everyone on Council was committed to solving the problem.

Mayor Bailey stated that Council has rejected several proposals for this parcel because the City is looking out for the individuals who live in Warren County. She understood the concerns that were raised about traffic and this project would give the City money to solve those problems. She noted that the City is spending close to \$50,000 a year in debt service on the property and the City is willing to do that until a good alternative was found. Mayor Bailey explained that the City must balance the interests of the entire City and the General Fund. She thought this was the best project the City was going to get for the property. She believed it was a good project for the City as a whole and the City will do its best to address the issues that have been raised.

There being no further testimony, Mr. Oury moved to close the public hearing, seconded by Mr. Blair. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. The motion carried by a vote 7-0.

Ordinances (Second Reading)

Ms. Brents introduced, for second reading, an ordinance authorizing the City Manager to enter into a lease agreement with Oma Real Estate IV, for two garage bays on property located at the rear of 210 Harrison Avenue, Loveland, Ohio, known as the Bronner garage.

Mayor Bailey pointed out that Section 2(B) of the lease agreement was modified to remove the term municipal use and replace it with any use.

Mr. Oury asked if the lease amount could be changed if the City decided to extend the agreement for another ten years. Mr. Braun pointed out Section 5 says the monthly rent during the option period shall be mutually agreed upon between the landlord and tenant. Therefore, the rent could be increase if both parties come to an agreement. Mr. Kennedy stated that the agreement contains language that allows the City to increase the rent after the initial 10-year term.

Mr. Butler didn't think a 10-year lease, with a frozen lease amount, on the periphery of Nisbet Park was in the best interest of the City. Mr. Butler thought the lease should contain a provision for rent escalation after the first two years. He said that he would also be more comfortable with a five-year lease instead of a 10-year lease in a prime area of City development.

As a not-for-profit municipal property owner, Mr. Phelps said that he wasn't sure that the escalation of rent should be the driver as to whether the City should enter into the lease.

Mr. Oury noted that this was a net lease which says the tenant shall not call upon the landlord to make any such repairs or replacements, so if the roof goes bad or the garage door breaks the tenant is responsible for the repairs. Because of that clause, he was comfortable with the flat lease rate.

Mr. Bateman supported the ordinance and terms of the lease as it showed a sign of good will to the new tenant/business owner.

Mr. Kennedy added that the lease met both a goal of the Downtown Plan and a Council goal, by supporting a commercial enterprise and promoting short-term rentals in the downtown district. He noted that the City plans to use one of the bays to house equipment for a seasonal worker that will be stationed in the downtown district. Mr. Kennedy agreed that the lease should be renegotiated before it is renewed for another 10-years.

Mr. Butler respected Mr. Phelps and Mr. Bateman's position but thought Council owed it to the citizens of Loveland to charge a market-based rent throughout the term of the lease. He said that he would not be supporting the ordinance but didn't oppose the concept or the ability to rent the space.

A roll call vote was taken on the ordinance. Roll Call: Ayes: Bailey, Bateman, Blair, Oury, Phelps, Weisgerber. Nays: Butler. Ordinance 2020-96 was adopted by a vote of 6-1.

Ms. Brents introduced, for second reading, an ordinance to make revisions to appropriations for expenditures for the City of Loveland, State of Ohio, during the fiscal year ending December 31, 2020. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Ordinance 2020-97 was adopted by a vote of 7-0.

Resolution (One Reading Required)

Authorizing the Necessary Tax Levy Amounts and Rates to the Hamilton County Budget Commission – Ms. Byrde explained that this resolution was an annual housekeeping item used for the budget in which the City certifies the amount and rates back to the County. She noted that there was a one-percent increase over last year.

Mr. Blair complimented and thanked Ms. Byrde on her performance as the City's Director of Finance and said that the City would be poorer for the loss of her institutional memory.

Ms. Brents introduced a resolution accepting the amounts and rates as determined by the Budget Commission of Hamilton County, Ohio, and authorizing the necessary tax levies and certifying them to the County Auditor pursuant to Ohio Revised Code 5705.34. There was no further discussion.

Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Resolution 2020-98 was adopted by a vote of 7-0.

State Capital Improvement Program (SCIP) Application – Mr. Kennedy noted that the City submits SCIP grant applications each year for various infrastructure projects. This year, the City plans to submit three funding applications in the following order of priority:

1. Main & Chestnut Water Line Replacement
2. E. Loveland Avenue Improvements
3. W. Loveland Avenue Paxton Bridge Improvement

Mr. Kennedy noted that it was unlikely that the City would be awarded funding for all applications. He noted that each project will be included in the 2021 Operating Budget and Capital Improvement Program as outside funding-dependent with a local share.

Ms. Brents introduced a resolution authorizing the City Manager to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to execute contracts as required for the West Loveland Bridge Railing Replacement Project. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Resolution 2020-99 was adopted by a vote of 7-0.

Ms. Brents introduced a resolution authorizing the City Manager to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to execute contracts as required for the Main and Chestnut Street Water Line Project. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Resolution 2020-100 was adopted by a vote of 7-0.

Ms. Brents introduced a resolution authorizing the City Manager to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to execute contracts as required for the Main and Chestnut Street Water Line Project. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Resolution 2020-101 was adopted by a vote of 7-0.

Hamilton County CARES Act Plan Reimbursement for Eligible Expenses – Mr. Smith proposed that Council enter into an agreement with Hamilton County to utilize the Hamilton County CARES Act Plan for reimbursement of eligible EMS and Public Safety expenses.

Mayor Bailey noted that a red-lined resolution is before Council to correct the name of the entity from Hamilton County Trustees to Hamilton County Commissioners.

Mr. Blair moved to amend the resolution to change the word Trustees to Commissioners, seconded by Mr. Phelps. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. The motion carried by a vote of 7-0.

Ms. Brents introduced the amended resolution authorizing and directing the City Manager to execute an agreement with Hamilton County, utilizing the Hamilton County CARES Act Plan, for

reimbursement of eligible EMS and Public Safety expenses incurred during the performance period of March 1, 2020, through December 30, 2020, related to the public health emergency with respect to COVID-19. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Resolution 2020-102 was adopted by a vote of 7-0.

Repurposing of the Restroom Facilities at Nisbet, Phillips, Lever, and McCoy Parks with the Installation of Touchless Plumbing – Mr. Smith proposed that Council authorize an agreement with BME, Inc. in the amount of \$27,9000 for the repurposing of the restroom facilities in the City’s parks with the installation of touchless plumbing, fixtures, lavatories, toilets, urinals, sinks, drinking fountains, and associated equipment to eliminate and prevent of the spread of COVID-19. He added that electric soap and towel dispensers will also be added but are not part of this agreement. He noted that two bids were received with BME, Inc. providing the best and lowest quote. Mr. Smith noted that the City would utilize the CARES Act Relief Local Government Assistance Program for this expenditure.

Mr. Oury asked if the City had considered adding water bottle filling stations. Mr. Smith noted that water bottle filling stations are not part of this project. However, the City has three existing drinking fountains in the parks that will be replaced with water bottle filling stations.

Mr. Butler referenced a list prepared by the State of Ohio identifying projects that could be completed with Coronavirus relief funds and encouraged staff and Council to review and consider additional improvements.

Mr. Phelps applauded staff for making improvements to the restrooms in the City’s parks. Mr. Kennedy noted that the 2021 Budget includes upgrades to the flooring in the Nisbet Park restroom.

Ms. Brents introduced a resolution authorizing and directing the City Manager to enter into an agreement with BME, Inc. for the repurposing of the restroom facilities at Nisbet Park, Phillips Park, Lever Park, and McCoy Park with the installation of touchless plumbing fixtures to further assist in the elimination and prevention of the public health emergency with respect to COVID-19. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Resolution 2020-103 was adopted by a vote of 7-0.

Ordinances (First Reading)

Transfer of a 9.8-acre City Parcel on Butterworth Road to the Community Improvement Corporation of Loveland for Purchase by CB Butterworth, LLC. – Mr. Kennedy addressed this topic during the public hearing.

Mayor Bailey noted that Council was given a red-lined version of the ordinance amending the first whereas clause.

Mr. Oury moved to amend the first whereas clause in the ordinance to read “used for a combination of residential and recreational purposes.” Mr. Blair seconded the motion. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. The motion carried with a vote of 7-0.

Ms. Brents introduced an amended ordinance transferring the real property on Butterworth Road located in the City of Loveland, Warren County, Ohio to the Community Improvement Corporation of Loveland and declaring an emergency.

Mr. Butler reiterated that the proposed development was the best project that has been submitted to the City for this parcel and the public would have ample opportunities to provide input. He said this was a tremendous opportunity for the City as it would retire debt and generate revenue to help address traffic issues.

A roll call vote was taken on the amended ordinance. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. Ordinance 2020-104 was adopted by a vote of 7-0.

Reduction of Monthly Water Rate Minimum – Mr. Kennedy proposed that the minimum water usage amount be reduced from 4,000 gallons to 2,240 gallons, which allow the City to generate needed revenues for the Water Funds without having a massive impact to any individual person. He noted that single family residential homes or a unit within a multifamily residence will exceed a \$7 increase per month. He noted that this ordinance would not impact water users outside the City or in Brandywine on the Little Miami which are governed by other agreements/ordinances. Mr. Kennedy anticipated that at the end the 2021 fiscal year, the Water fund would have a balance of \$263,074 as opposed to the -\$9,602 what would occur if there is no change in revenue.

Mr. Blair asked if the City Manager received input or concerns from the community. Mr. Kennedy pointed out that the proposed change was posted on the City's website and in the City's newsletter and comments were generally positive. Vice Mayor Weisgerber added that the Finance Commission reviewed and supported the proposed change.

Ms. Brents introduced, for first reading, an ordinance amending Loveland Code of Ordinances Chapter 111, Schedule of Fees, Fines, and Other Charges to revise fees charged for water utility services. There was no further discussion.

City Manager and Staff Reports

City Council was provided with a copy of the Building and Zoning Department and Mayor's Court monthly reports for September 2020. There was no further discussion.

Review of Councilmanic Worksheet

Mr. Kennedy provided an update on the status of City and Community Improvement Corporation property. He noted the two parcels on Highland Street and West Main Street were sold on August 27 for \$20,100 netting \$18,612.60 after closing costs. Mr. Kennedy noted that the proceeds would remain with the CIC for a possible rehabilitation grant program in the Loveland Heights.

Committee Minutes and Reports

City Council received a copy of the following meeting minutes:

- Finance Commission Meeting, July 22, 2020
- Law and Ordinance Committee Meeting, August 12, 2020

- Public Relations and Communications Committee Meeting, August 20, 2020
- Historic Preservation and Planning Commission Meeting, August 26, 2020
- Tree and Environment Committee Meeting, August 27, 2020
- Community Improvement Corporation Meeting, September 8, 2020
- Ad Hoc Committee to Review Council and Committee Rules Meeting, September 15, 2020

There was no further discussion.

City Council Reports and Comments

Mr. Butler asked that at the next meeting Council readdress whether Ordinance 2020-41 concerning the City operating under a declaration of emergency.

Mr. Butler expressed his condolences to the Morgan and Cincinnati Reds families for the passing of Joe Morgan.

Adjournment

There being no further business, Mr. Phelps moved to adjourn the meeting, seconded by Mr. Blair. There was no further discussion. Roll Call: Ayes: Bailey, Bateman, Blair, Butler, Oury, Phelps, Weisgerber. Nays: None. The motioned carried by a vote of 7-0. Mayor Bailey adjourned the meeting at 8:51 p.m.

Kathy Bailey, Mayor

Misty Brents, Clerk of Council

Ordinance 2020-_____

Ordinance amending Loveland Code of Ordinances Chapter 111 Schedule of Fees, Fines and Other Charges to revise fees charged for water utility services

WHEREAS, the City of Loveland, on a regular basis reviews the fees, fines, and other charges for various services including but not limited to traffic, general offense, business regulation, street access, public service violations, and utility charges in an effort to ensure that such fees and costs reflect the ongoing expenses of the City of Loveland to provide these services; and

WHEREAS, the City Manager and the Director of Finance have jointly reviewed the revenue requirements for water utilities run by the City of Loveland and recommend that the minimum water usage be reduced from 4,000 gallons per month to 2,240 gallons per month.

WHEREAS, this action does not include an increase in the current rates charged for service.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Loveland, Hamilton, Clermont and Warren County, Ohio:

Section 1. That Section 111.02(c) of the Loveland Code of Ordinances is hereby amended in its entirety to read as follows:

111.02 STORMWATER, SANITATION AND ENVIRONMENT, AND WATER UTILITY SERVICES.

(c) Water Fees and Charges. The following shall be the monthly rates charged for supplying water by the waterworks system:

- (1) First 2,240 gallons or less: \$14.18
- (2) Per gallon charge for usage over 2,240 gallons: \$.00355
- (3) Per gallon charge for usage over 3,240 gallons: \$.00389

Billing for any charges set forth in this section shall be paid in full by the fifteenth of each month following the billing thereof, and if not paid within that time a penalty of 10% shall be added thereto. (Ord. 2017-114. Passed 12-12-17.)

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance shall take effect from and after the earliest time allowed by law.

Mayor

Clerk of Council

Approved as to Form:

City Solicitor

First Reading: _____

Second Reading: _____

Passed: _____



City of Loveland City Council Memorandum

DATE: October 27, 2020

TO: Mayor and Council

FROM: David Kennedy
City Manager

SUBJECT: Smart City Technology in Downtown District

Background

This memorandum accompanies replacement of a previously adopted resolution, specifically Resolution 2020-15, which authorized the execution of a service agreement with Cincinnati Bell for the installation, monitoring and management of Smart City technology in downtown Loveland. This agreement was not executed.

Prior to the outbreak of the COVID-19 pandemic, City Council was reviewing the installation and operation of Smart City technology in our downtown district. The development and installation of Smart City technology in the City's downtown district was reviewed by City staff throughout 2019 and included a presentation to downtown businesses in March of 2019. Although the vote by City Council at their January 28, 2020, meeting was to move forward with the Smart City program, concerns regarding the cost, and the day-to-day operations of the technology, resulted in the contract with Cincinnati Bell not being executed.

As the City moved into the impact and needs of the community due to the pandemic, little was addressed in terms of the Smart City, as other items obviously took priority. Since the outbreak of the pandemic two items, separate but related, have brought the viability of installing Smart City technology in the City's downtown district back before City Council.

As Assistant City Manager, Tom Smith has brought forward to City Council on multiple occasions, the City is in receipt of CARES Act funding which can be utilized for a variety of items used to address expenses or purchases related to the pandemic. Under Mr. Smith and Director of Finance, Michelle Byrde's guidance, these funds have been utilized for the reimbursement of related expenses, operational needs, and physical improvements which will reduce the impact of the pandemic in the future.

Per the guidelines established by the Office of Management and Budget (OMB), the purchase of Smart City technology is an eligible CARES Act expense based on the following criteria:

- 1) Smart City would be able to provide COVID-19 updates relating to public health announcements, social distancing reminders, mask requirements, etc.
- 2) Smart City would provide the outlet to engage with downtown customers about business products, sales, hours, and carry-out information.
- 3) Smart City would be able to collect feedback from the community to evaluate priorities (crowds, parking, etc.)
- 4) Smart City would assist with remote working and learning by providing free Wi-Fi for those that may not have that availability at home.

In addition to the installation cost of the Smart City being an eligible CARES Act expense, city staff and our Public Relations and Communications Committee all agree that it is time for the City to hire a part-time Public Relations Manager. With new businesses, new developments, and an all-around positive vibe within the city, I agree with the Public Relations and Communications Committee that the message of the city's success is not getting out to the public.

The Public Relations Manager, working approximately three days a week, would work in all facets of media relations including press releases and promotion of the City through the City's websites and social media outlets. Within these duties is the ability to operate the City's Smart City and the corresponding Lovin Life website, which will be the default of the Smart City platform.

The Public Relations Manager job description is still being finalized, although staff is confident that the position can be filled prior to the completion of the Smart City installation. The person who fills the Public Relations Manager position will be trained on all elements including data gathering and customization of the Smart City dashboard by Cincinnati Bell staff.

With the Smart City topic sitting dormant for some time, it is important to go over what Smart City technology is and how it would function in our downtown district.

The foundation of Smart City technology is the creation of free Wi-Fi throughout the downtown district with the installation of Wi-Fi access points (AP), about the size of a paint can, at up to twenty strategic locations.



These installations will create coverage throughout the district (see attached coverage map). The installation, in addition to allowing visitors to the City free Wi-Fi, it will also provide much more to the City and our downtown businesses. Smart City and the connections it will provide, are the foundation for other infrastructure needs including but not limited to security cameras, traffic monitoring, and parking management.

Another aspect which Smart Cities are experiencing is the economic development impact of this new, emerging technology. With Smart City technologies creating safer cities, which entice business start-ups, efficient parking, and improved traffic flow through mobile applications, it can create a more desirable location for prospective businesses. The availability of data of which the technology can provide to businesses, assists in crafting their advertisements, timing of specials and general marketing. It should be noted that these same applications can make Smart Cities a more attractive place for residents to live, which in turn patronize local businesses.

Smart City technology can provide for numerous other benefits including, "Accessible government data, interactive maps, government performance dashboards, transparency into budgeting, live-streamed city hall meetings, and a strong social media presence all assist smart cities in creating closer relationships with citizens. These smart technologies help increase civic engagement and trust in city officials."¹

The financial revenues side of Smart City technology are still in their infancy, but most revenue is a result of advertising rates through local businesses and are set based on the number of people who will see a particular advertisement. Reports from our contacts with Cincinnati Bell are still broad, due to the fact that we don't know the exact number of visitors to the City and the number that will log into the Smart City Wi-Fi, making it difficult to have an accurate advertising rate. They do report seeing prices ranging from \$250 to \$500 packages for sponsorships on an ordinary weekend to \$50,000 per year on a three-year term to be the exclusive Wi-Fi sponsor of a specific event. Therefore, while a mid-week single day advertisement might only generate \$50 to \$100 in revenue, and possibly \$250 to \$500 on a weekend, depending on what's going on in the City, larger events like Independence Day and Christmas in Loveland could generate \$2,500 or more especially when the advertiser factors in the ability to send a text message with a link or coupon. It is the intent of the creation of the Public Relations Manager position, that this person would be able to generate and sell various advertising packages, the receipt of which would off-set the monthly recurring charges.

Smart City technology has been installed in multiple cities in the greater Cincinnati area including:

- Covington, Kentucky
- Fairborn, Ohio
- Cincinnati, Ohio
- Middletown, Ohio
- Dayton, Ohio (Oregon District)
- Wyoming, Ohio

In recent communications with the Wyoming City Manager, (Wyoming installed their Smart City just prior to the COVID-19 pandemic), she conveyed to me, "We have definitely benefitted from implementing Smart City. It's helped our businesses because their new outdoor seating was more value-added."

Some cost savings by implementing a Smart City in the downtown are immediate, as the City will be able to eliminate current Wi-Fi connections totaling \$500 per month. These numbers and more information are included in the attached "Smart City White Paper" prepared by Chief Otto Huber with LSFD. Chief Huber has been the catalyst behind the implementation of Smart City technology

¹ "Thinking about becoming a smart city? 10 benefits of smart cities, <https://www.plantemoran.com/explore-our-thinking/insight/2018/04/thinking-about-becoming-a-smart-city-10-benefits-of-smart-cities>, April 3, 2018, October 30, 2019

in the City and the benefits it provides, not only to public safety, but also the economic benefits to the City and our businesses.

In summary, since the adoption of legislation in January, the City can now account for the financial sources to cover the cost of installation of the Smart City Technology in the downtown district and will create and fill a position for its operation. These were both concerns of City Council at the time the resolution was adopted and should lead to a more effective use of the technology and the generation of revenue.

Fiscal Impact

The total upfront cost, which includes activation fees, cabling, and mounting of the 20 access points is \$31,000 (see attached proposal), if all 20 AP's are installed. The cost will be adjusted downward if less AP's are needed to secure adequate coverage. The up-front cost, as mentioned earlier, is eligible for CARES Act funding.

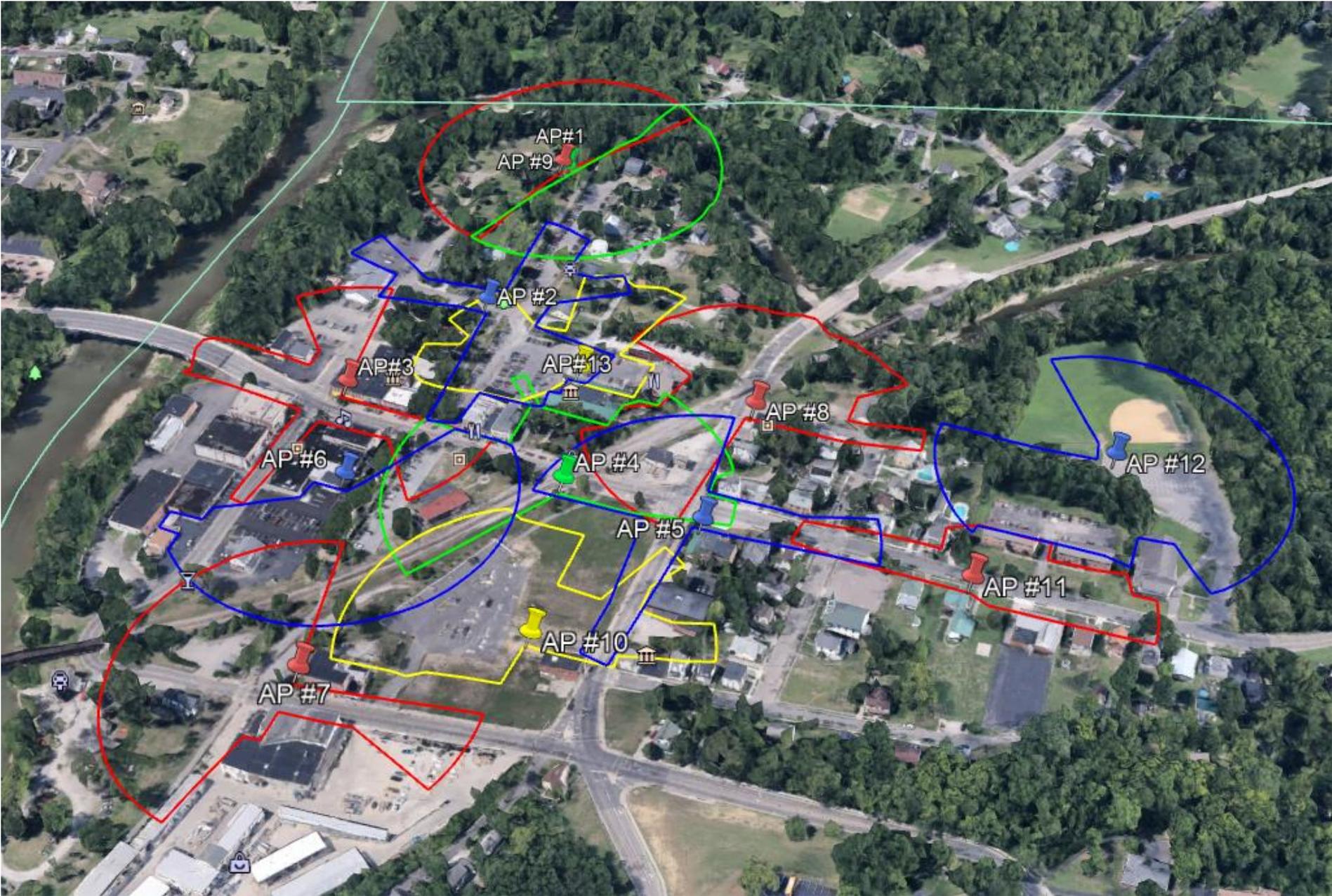
Once all AP installation is complete, the City will incur a monthly monitoring and management fee of \$3,340 for 36 months. Resolution 2020-15 included the 60-month payment plan. Given that the 36-month plan results in a savings of \$57,360, the new legislation includes this option. Again, this number is based upon the actual number of AP's installed and will be adjusted accordingly.

Recommendation

Adopt the presented resolution authorizing the execution of a services agreement with Cincinnati Bell for the installation, monitoring and management of Smart City technology in downtown Loveland.

Attachments:

Smart City Coverage Map
Smart City White Paper
Smart City Pricing: Up Front & 36 Month Term



Smart City – Coverage Map

Loveland Smart City Project

Background:

The Smart City Project is a WIFI based data collection and data push concept that would provide for a HOTSPOT area to be built over the Clermont County Historic District from the river to the nature trail. The construction of the Smart City Project would be handled by and maintained by Cincinnati Bell. The data collection software will be owned by the City of Loveland including the collection data, the usage data and the complete ability to push data across the system. This data will provide for valuable information about who is shopping, dining driving, biking and accessing our downtown recreation areas. This data will give the City the demographics needed for economic development. Data such as where the people are coming from, how far did they travel where are they coming and going, when, how long they stay.

The old saying in business development is Location. Location, Location, most businesses are interested in this data before they make decision on investment. With the renewed interest in the investment in Loveland this information will be helpful not only for the existing businesses but those who wish to be second row business and profit off the renewed interest in the downtown area.

While we capture this information from the cell devices, we can-do real-time push of advertising to these devices as well as pushing advertising later to encourage them to return to Loveland. Our businesses could pay the City to advertise on the software which will help with the return on investment. This key feature will allow the system to track event goers and push information to their devices about the event, where to park, where events are taking place.

The system will also give law enforcement valuable data about who is hitting the sites should they have criminal activity. The future of law enforcement will be technology based and depend greatly on wifi availability.

Most utilities and city infrastructure in the future will run over wifi including our security cameras in the downtown area. We have cameras on traffic control devices and new ones going up annually. These devices need wifi to operate. Using the Smart City wifi will save the City the current direct connect on the units we currently have and the additional cameras in the future.

As the City moves forward with re-development of our historic and Loveland Madeira corridor it is incumbent upon us to leverage technology to attract the right businesses and be a proactive part of this decision. The right businesses want to locate in communities that are bleeding edge and provide opportunities that enhance business presence. The ROI on this project depends on the aggressive attitude we as a city take to engage our business community. This is a small investment for the future that will make Loveland a destination for millennials to do business.

Cincinnati Bell Smart City

Cincinnati Bell Responsibility

Totally managed service, once we enter contract the ball is rolling

Cincinnati Bell manages all installation, maintaining of equipment, handles all service issues and replaces any device that is damaged or broken

All installation

is by Professional Cabling Solutions (PCS) including electric needed to operate the access points

Our Responsibility

Locate and speak with the owners of the buildings we wish to have the access points installed to

Have the Right of Entry agreement signed (attached above)

Collect and manage the data – Analyze all foot traffic, peak and slow times, where are they moving throughout our city

Use this data to sell advertising to *our businesses within our city*

Manage the data and analytics – We own all of our data

Benefits to the City of Loveland

WiFi from the (West) Little Miami River to (East) Fire Training Tower To (South) EADS Fence to the (North) Obannion Creek

We are able to use the Smart City and its Infrastructure for Cameras, Traffic Cameras, Future Parking Meters, Future Lighting Plans etc..

Immediate Savings with current WiFi

Bike Trail Camera 127 West Loveland Ave \$100.00

Fire Training Tower 227 East Loveland Ave \$100.00

Intersection Camera 600 West Loveland Ave \$150.00

Intersection Camera Wall and West Loveland Scheduled for 2020 \$150.00

Steps that need to be completed prior to turn-up of service would be:

- **City Manager approval and execution of agreement**
- **Speak with and gain approval from local businesses for AP placement**
- **PCS can start wiring and AP placement for locations that are city owned (address for each will be needed)**
- **Collaboration between Loveland and CBT on splash page layout and design**
- **Analytics will be layered on after the install is complete**
- **Who will manage the Analytics and Advertising Sales?**

Smart City Proposal
36 Month Lease Purchase Option



Dave Kennedy - City Manager
City of Loveland Ohio
120 West Loveland Avenue
Loveland, Ohio 45140
October 21, 2020

Prepared by: John Putnam (513)703-3203 & Guy Warman (513)397-5698

Up-Front Costs	Quantity	Price Each	Total
Up-Front Activation Fee - Per access point	20	\$ 50.00	\$ 1,000.00
Cabling and Mounting of AP's	20	\$ 1,500.00	\$ 30,000.00

Total			
Up-Front Costs			\$ 31,000.00

Monthly Monitoring and Management	Quantity	Price/Month	Total
Aruba IAP-275 Access Point	20	\$ 70.00	\$ 1,400.00
WiFi Mount AP 270 V2	20	\$ 3.25	\$ 65.00
WiFi Power over Ethernet 30W	20	\$ 3.75	\$ 75.00
Monthly Monitor and Management - Access Point	20	Included	Included
Intelligent WIFI/Access Point	20	\$ 25.00	\$ 500.00
Fioptics Internet Access	20	\$ 65.00	\$ 1,300.00

Total			
Monthly Costs (36 Month Term)			\$ 3,340.00

Resolution 2020-_____

Resolution authorizing the City Manager to execute a services agreement with Cincinnati Bell for the installation, monitoring and management of Smart City technology in the City's downtown district and rescinding Resolution 2020-15

WHEREAS, City staff has investigated Smart City technology and the benefits that it provides for the City's downtown district; and

WHEREAS, included in the staff investigation was a public meeting and presentation on Smart City technology to downtown business owners; and

WHEREAS, following City staff's review it was determined that the installation of Smart City technology will benefit public safety, promote economic development, and enhance the quality of life in the City of Loveland; and

WHEREAS, the City secured a proposal from Cincinnati Bell for the installation of Smart City technology in the downtown district in the amount of \$31,000; and

WHEREAS, the City secured a proposal from Cincinnati Bell for the monitoring and management of Smart City technology in the downtown district in the amount of \$3,340 per month for 36 months; and

WHEREAS, Resolution 2020-15 was adopted on January 28, 2020, authorizing the execution of the agreement with Cincinnati Bell; and

WHEREAS, the agreement was not executed.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Loveland, Hamilton, Clermont and Warren County, Ohio:

Section 1. Resolution 2020-15 is hereby rescinded.

Section 2. The City Manager is authorized and hereby directed to execute a services agreement with Cincinnati Bell for the installation, monitoring and management of Smart City technology in the downtown district a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 3. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this resolution shall take effect from and after the earliest time allowed by law.

Mayor

Clerk of Council

Approved as to Form:

City Solicitor

Passed: _____



A Service Agreement for City Of Loveland

Q-00006161

DOCUMENT CREATED DATE: 10/23/2020

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Section 1: Signatures

City Of Loveland (“Customer”) and Cincinnati Bell (“CBT”), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00006161 (“Service Agreement”).

This Service Agreement is effective as of the date of last execution below (the “Effective Date”) and entered into by and between CBT, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and City Of Loveland with a place of business at 120 W Loveland Ave, Loveland, OH 45140-2996.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

Cincinnati Bell

By: _____
Print Name: _____
Title: _____
Date: _____

City Of Loveland

By: _____
Print Name: _____
Title: _____
Date: _____

City Of Loveland Point of Contact:

Name: _____
Office: _____
Mobile: _____
E-Mail: _____

Section 2: Pricing

2.1 Location: 120 W Loveland Ave, SYMMES TOWNSHIP, OH, United States, 45140

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Fioptics	Fioptics HSI - 250 Mbps/100 Mbps	1	1,300.00	1,300.00	-	-
2	Fioptics	Fioptics HSI - 250 Mbps/100 Mbps (One Time)	1	-	-	0.00	0.00
3	Fioptics	Standard	1	0.00	0.00	-	-
4	Fioptics	Dynamic IP	1	0.00	0.00	-	-
5	Fioptics	Cincinnati Bell Provided Gateway	1	0.00	0.00	-	-
6	Fioptics WiFi	Fioptics Intelligent WiFi	20	25.00	500.00	-	-
7	Fioptics WiFi	New Fioptics Internet	1	0.00	0.00	-	-
8	Fioptics WiFi	IAP-275-US	20	70.00	1,400.00	-	-
9	Fioptics WiFi	Power Over Ethernet (WiFi PoE 30W)	20	3.75	75.00	-	-
10	Fioptics WiFi	Short Arm V2 (WiFi Mount AP 270 V2)	20	3.25	65.00	-	-
11	Fioptics WiFi	IAP-275-US (One Time)	20	-	-	50.00	1,000.00
12	Fioptics WiFi	Wiring designation: PCS Quote	1	0.00	0.00	-	-
13	Fioptics WiFi	Installation Charge	1	-	-	30,000.00	30,000.00
					Subtotal	Subtotal	
					3,340.00	31,000.00	
				MRC Total	USD 3,340.00	NRC Total	USD 31,000.00

Term: Unless otherwise provided in the Supplemental Terms (as applicable):

The initial term of this Service Agreement will be thirty six (36) months beginning on the date that Company first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each individual service, and shall remain in effect unless earlier terminated pursuant to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

Section 3: Fioptics High Speed Internet Terms and Conditions Supplement

The Fioptics High Speed Internet Supplemental Terms and Conditions (“Fioptics High Speed Internet”) is attached to and made a part of the Service Agreement Number Q-00006161 (“Service Agreement”) and contains additional terms specific to Fioptics High Speed Internet provided by Cincinnati Bell Telephone Company LLC and Cincinnati Bell Extended Territories LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

3.1 Definitions.

- 3.1.1 Fioptics High Speed Internet Service - the Cincinnati Bell brand name for High Speed Internet Service using fiber. It includes FUSE as the ISP and one Dynamic IP address. Fioptics High Speed Internet Service is available in various speeds. (1) Static IP address or (5) Static IP addresses can be purchased for an additional monthly fee.

3.2 Services and Rates.

- 3.2.1 Fioptics High Speed Internet service will be provided as specified on the attached Services Agreement.
- 3.2.2 If Customer cancels, in whole or in part, any requested installation, addition, rearrangement, relocation or other modification to Internet service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 3.2.3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 3.2.4 Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, “Legal Requirements”) in connection with the provision of the Internet service.

3.3 Computer / Equipment Requirements.

- 3.3.1 In order to receive Fioptics High Speed Internet Service, Customer must have minimum computer requirements. Current information can be found on the cincinnatibell.com website or through a Cincinnati Bell sales representative.
- 3.3.2 The following equipment must be used in order to receive Fioptics High Speed Internet service: (1) Fioptics Modem (provided by Cincinnati Bell); and if needed: (2) telephone line microfilters (provided by Cincinnati Bell). Customer agrees that all of the Equipment listed belongs to Cincinnati Bell. Cincinnati Bell grants the Customer a non-exclusive, non-transferable limited license to use the Equipment to access Cincinnati Bell's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is the Customer's responsibility.

3.4 Access to Fioptics Equipment, Software and/or Facilities.

- 3.4.1 Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to subvert any network security measures of Cincinnati Bell or any other network shall entitle Cincinnati Bell to immediately terminate services without notice.
- 3.4.2 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing Cincinnati Bell to enter the premises to install and maintain Cincinnati Bell facilities relating to the provision of Fioptics High-Speed Internet Service. At all times, including but not limited to periods before and after

installation, such facilities shall be owned by, exclusively, and shall remain the property of Cincinnati Bell. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, Cincinnati Bell will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to accessagreement@cinbell.com.

3.5 Networking.

- 3.5.1 Due to the ever-growing complexity of networked computers, the Cincinnati Bell Helpdesk cannot advise or assist with general networking setup. Customer inquiries will be directed to 3rd party computer technicians and network equipment manufacturers. During troubleshooting sessions where networked computers are present, the Cincinnati Bell Helpdesk technician will ask the Customer to disconnect their networked equipment from the Cincinnati Bell equipment, and directly connect the Cincinnati Bell hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the Cincinnati Bell equipment at the customer's premise(s). Failure to comply with the Cincinnati Bell technician's request in this matter will release Cincinnati Bell's responsibility for further diagnosis.

3.6 Service Speed.

- 3.6.1 Fioptics Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your neighborhood and on your street. Not all service speeds are available in all areas.
- 3.6.2 Cincinnati Bell does not guarantee that the Service, Equipment, or other equipment authorized by Cincinnati Bell for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by Cincinnati Bell refers to the Internet access speed provisioned to a subscriber on a per-line and not a per-device basis.
- 3.6.3 The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer's computer, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the Cincinnati Bell network (e.g., the condition of the home's inside wiring or the type and condition of WiFi router); the distance of the home from the Cincinnati Bell broadband network aggregation point or the type of Cincinnati Bell network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

3.7 Warranties.

- 3.7.1 The manufacturers warrant the Fioptics modem and Telephone Line Microfilters for one (1) year from initiation of service ("Manufacturer's Warranty"). Except for the Manufacturer's Warranty, the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably fit for the purpose for which it is to be used and the implied warranties of merchantability and fitness for a particular purpose, unless such warranties are legally incapable of exclusion.

3.8 Acceptable Use.

- 3.8.1 If Cincinnati Bell becomes aware, through subscriber complaints or otherwise, of any content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, Cincinnati Bell shall have the right, but not the responsibility, to immediately remove such content and/or to terminate Customer service without notice. This policy applies to any content made available by the Customer, the Customer's own customers, or generally made available through the Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "content") that is transmitted through the Customer Account and/or made available on or through the Customer's website or any of Customer's own customer's websites.

3.9 Compliance with Digital Millennium Copyright Act.

- 3.9.1 Customer agrees to fully comply with all provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") and to fully cooperate with Cincinnati Bell in its efforts to comply with the DMCA. Cincinnati Bell may investigate

any reported violation of its policies or complaints of infringement relating to Customer's use of the service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of Customer's Account and access to the Service. In the event that Customer believes that any third party has infringed on any copyrighted material of theirs, Customer shall provide Cincinnati Bell with notice in compliance with the provisions of the DMCA. Furthermore, Customer agrees that Cincinnati Bell shall have no liability until such time as such notice has been actually received. If Cincinnati Bell receives a valid notice that Customer's use constitutes alleged infringement, Cincinnati Bell will take action consistent with the requirements of the DCMA, including but not limited to terminating Customer's Account and access to the Service.

See http://www.cincinnati-bell.com/customer_support/policies/dmca/ for more details.

3.10 Termination Charges.

- 3.10.1 All terminations in Fioptics High Speed Internet Service will result in IP addresses assigned to Customer(s) reverting back to Cincinnati Bell.

Section 4: Fioptics Wi-Fi Plus, Fioptics W-Fi Premium, and Fioptics Intelligent Wi-Fi Services Terms and Conditions Supplement

The Fioptics Wi-Fi Plus, Fioptics W-Fi Premium, and Fioptics Intelligent Wi-Fi Services Supplemental Terms and Conditions ("Fioptics Wi-Fi Plus, Fioptics W-Fi Premium, and Fioptics Intelligent Wi-Fi Services") is attached to and made a part of the Service Agreement Number Q-00006161 ("Service Agreement") and contains additional terms specific to Fioptics Wi-Fi Plus, Fioptics W-Fi Premium, and Fioptics Intelligent Wi-Fi Services provided by Cincinnati Bell Telephone Company LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

4.1 Definitions.

- 4.1.1 Cincinnati Bell Network – an End User connects to the Cincinnati Bell Network by using the "Fioptics Free Wi-Fi" SSID Wi-Fi network via an access point
- 4.1.2 Customer Network – an End User connects to the Customer Network by using Wi-Fi at Customer's location when not connected to the Cincinnati Bell Network.
- 4.1.3 "Intelligent Wi-Fi or the "Service" – various Service offerings are detailed in Section 4.
- 4.1.4 Portal - an interface available to Customer that is provided by a Cincinnati Bell partner. For Fioptics Wi-Fi Plus and Fioptics W-Fi Premium, the Portal will be Aruba Central as detailed herein. For Fioptics Intelligent Wi-Fi, the Portal will be Skyfii as detailed herein.
- 4.1.5 End Users - the individuals who connect to the Cincinnati Bell Network
- 4.1.6 User Information – information available to Customer, via the Engage section of the Portal, about various attributes of its End Users (for example, name, email address, gender, date of birth, mailing address, or registration date.

4.2 Services and Rates.

- 4.2.1 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 4.2.2 Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service.
- 4.2.3 **Promotions.** It is understood that Cincinnati Bell may offer certain promotions to Customer, from time to time, which include discounts in exchange for Customer agreeing to prearranged conditions including, but not limited to, broadcasting specific SSID(s) (Fioptics Free Wi-Fi), participation within Cincinnati Bell's "Connect Cincinnati App", and partner specific deals for Cincinnati Bell customers. If, at any time during the Agreement, Customer does not adhere to these conditions, standard Fioptics WI-FI rates will immediately apply. If, at any time during the Agreement, Customer declines the adjustment to standard Fioptics WI-FI rates, early termination fees will

apply as described in Section 15 below.

4.3 Service Description.

Cincinnati Bell offers Fioptics Wi-Fi in several tiers. Customer's selection is itemized on the Services Agreement and is detailed in the relevant section below.

4.3.1 Service Options

4.3.1.1 *Fioptics WIFI Plus*

Fioptics Wi-Fi Plus is designed to accommodate customers who want more than just average Wi-Fi for guests and employees. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Access to SMB for viewing Wi-Fi Analytics
- Customer must broadcast SSID: Fioptics Free WIFI
- Customer has access to free placement in the Connect Cincinnati Mobile App

4.3.1.2 *Fioptics Wi-Fi Premium*

Fioptics Wi-Fi Premium provides all of the features/benefits of Fioptics Wi-Fi Plus while adding a key marketing feature: Presence Analytics. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Presence Analytics: The Monitoring dashboard displays graphs with traffic patterns for the passer by, visitor, engaged and dwelling users
- Access to SMB for viewing Wi-Fi Health Analytics
- Customer must broadcast SSID: Fioptics Free WIFI

4.3.1.3 *Fioptics Intelligent Wi-Fi*

Fioptics Intelligent Wi-Fi Service includes Connect, Engage, Presence, Location and broadcast of "Fioptics Free Wi-Fi" SSID. Core features include:

- Management of guest Wi-Fi including pre-configured captive portal and landing page templates
- Centralized dashboard of all analytics, marketing and network information for your Wi-Fi Analytics service
- Comprehensive end-user data collections through social media channels, online browsing behaviors and behavior in physical locations
- Detailed manual and automated analytics reports
- Direct marketing capability with content delivery through multiple channels, including Wi-Fi, SMS (additional charges apply), email and integration into proximity aware apps on a Professional Services engagement
- Data export to third party CRM or BI systems
 - **"Connect"** - The Service includes guest Wi-Fi functionality (that is, "Fioptics Free Wi-Fi") which utilizes a robust and configurable logon portal with enhanced data capture capability and authentication alongside a suite of intelligent content delivery and marketing tools.
 - **"Engage"** - Provides venues with an automated proximity and data driven marketing platform that uses the customer data collected to deliver and report on targeted content delivery.
 - **"Presence"** - Provides a suite of default reports that cover a comprehensive range of key metrics to measure the performance of their asset portfolio or the individual assets in their portfolio. Each default report can be configured to display data using numerous dimensions for either groups of assets or individual assets. An array of key dimensions are available including customer type (new, returning), devices, gender and more. Default reports can also be automated for delivery to stakeholders on a daily, weekly, monthly or quarterly schedule. Dependent on a user's requirements, automated reports can include tables, graphs or the raw calculated metrics for manipulation in third party systems.
 - **"Location"** - Provides more granularity on where users are traveling and how they are moving throughout a particular venue. The services included in this package consist of heat maps, travel paths, zone analytics and smart zoning.

Fioptics Intelligent WIFI Premium provides our most advanced all-in WIFI and engagement experience. In addition to the above, Cincinnati Bell provides an enhanced package that allows businesses to gather operational intelligence on customer behaviors, deliver smart targeted advertisements, and drive customer

loyalty with exclusive offers. The cloud-based SaaS platform is built for businesses that want to better understand their physical locations to make informed decisions and quickly measure the impact of changes in a closed loop, eliminating guess work. It works by collecting location-based and online data on visitor behavior, then turning that data into valuable insights capable of generating targeted engagements. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Management of guest Wi-Fi including pre-configured captive portal and landing page templates
- Centralized dashboard of all analytics, marketing and network information for your Wi-Fi Analytics service
- Comprehensive end-user data collections through social media channels, online browsing behaviors and behavior in physical locations
- Detailed manual and automated analytics reports
- Direct marketing capability with content delivery through multiple channels, including Wi-Fi, SMS (additional charges apply), email and integration into proximity aware apps on a Professional Services engagement
- Data export to third party CRM or BI systems
- Each additional access point defaults to standard rates
- Customer must broadcast SSID: Fioptics Free WIFI
- Customer has access to free placement in the Connect Cincinnati Mobile App

4.3.2 Platforms available:

4.3.2.1 **Aruba** Central

Fioptics Wi-Fi Plus and Premium are built on the Aruba Central Platform offering the following key features:

- Guest Wi-Fi
- Registration choices – anonymous, self-registration, social login, Facebook Wi-Fi
- Control options – duration, usage, landing page
- Presence Analytics
- Customer traffic & engagement based on device presence & RSSI
- Customizable conversion metrics
- Insight across stores & times
- No device connection required

4.3.2.2 **SkyFii**

Fioptics Intelligent Wi-Fi is built on the SkyFii Platform offering the following key features:

- Gather operational intelligence on customer behaviors
- Deliver smart targeted advertisements
- Drive customer loyalty with exclusive offers

Skyfii US Operations, LLC, and is accessible at: <https://connect-cincinnati.skyfii.com/login>. Customer will access the “Insight” and “Engage” modules using the Portal. Additional functions are available for purchase.

4.4 **Cincinnati Bell General Responsibilities & Obligations.**

- 4.4.1 Cincinnati Bell will provide Customer with access to the Services (as detailed below), as well as basic support and troubleshooting as provided by this Supplement.
- 4.4.2 Customer acknowledges and agrees that Cincinnati Bell’s obligations under this Supplement apply only as to the Cincinnati Bell Network and do not apply to the Customer Network.
- 4.4.3 Cincinnati Bell will provide Wi-Fi to a variety of customers and will customize its delivered services based on the requirements provided by each. The Wi-Fi Services will vary based on customer engagement (See Tables 1 and 2, below).

4.4.4 Generally, Cincinnati Bell will (a) monitor and manage wireless architecture, and work with customer to resolve connectivity issues as it pertains to Internet access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s) (e.g., having technical, process, and/or management experience) to perform the Wi-Fi Services.

Table 1: WiFi Plus Roles and Responsibilities for various configurations					
	II. CBT monitoring of Customer-provided Hardware and CBT-provided Internet connection			IV. CBT monitoring of CBT-provided Hardware and CBT-provided Internet connection	
	CBT	Customer		CBT	Customer
Monitoring and Management of Access Points	x			x	
Change and Repair of AP devices, SSIDs		x		x	
Replacement of defective Aps		x		x	
Provide dashboard for monitoring WiFi usage	x	x		x	
Providing periodic Customer WiFi usage statistics	<i>CBT can assist customer to set up one time scheduled reporting. The customer can also view live reporting via the Aruba Central and SkyFii provided dashboards</i>			<i>CBT can assist customer to set up one time scheduled reporting. The customer can also view live reporting via the Aruba Central and SkyFii provided dashboards</i>	
Internet Connectivity	x			x	

Table 2: Fioptics Wi-Fi Plus, Premium and Intelligent

	V. Fioptics Wi-Fi Plus		VI. Fioptics Wi-Fi Premium		VI. Fioptics Intelligent Wi-Fi	
	CBT	Customer	CBT	Customer	CBT	Customer
Scheduled Reporting specific to Wi-Fi Network Health	x	x	x	x		x
SSID creation and changes	x		x		x	
Management of Hardware configuration to filter/block Content	x		x		x	
Captive Portal Branding - at launch will be locked to Connect Cincinnati default	x	TBD	x	TBD	x	TBD
View and management of Presence Analytics	NA	NA		x		x
Set up and customization of Aruba Central		x		x	NA	NA
Set up and customization of SkyFii	NA	NA	NA	NA		x
Creation of marketing engagement tools and customer touch points	NA	NA	NA	NA		x
Creation of customer contact intervals and campaign customizations	NA	NA	NA	NA		x

4.5 Customer General Responsibilities & Obligations.

- 4.5.1 Customer (which for purposes of this Agreement also includes its employees, agents, contractors, licensors, customers and suppliers), shall use the Wi-Fi Service for lawful purposes only. Customer grants to Cincinnati Bell the right to provide certain Wi-Fi 802.11b/g/n/ac telecommunications equipment and service at Customer's location(s).
- 4.5.2 Acceptable Use. When using Cincinnati Bell-provided Internet access, engaging in any of the following activities is strictly prohibited: attempting to interfere with the Internet service, including, without limitation, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing" or "crashing," the Internet service; and sending unsolicited e-mail, including promotions and/or advertising of products or services; Infringing upon any other intellectual property rights of others or on the privacy or publicity rights of others; and sending obscene, sexually explicit, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing messages and/or postings to any other person or entity or sending messages and/or postings in violation of applicable law(s); and illegal or unauthorized access to other computers or networks; and sending viruses, trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and facilitating a violation of these Terms of Use.
- 4.5.3 Terms of Use; Privacy Policy. Customer shall notify Customer's End Users that, by using the Service, they consent to the terms of Cincinnati Bell's "Fioptics Free Wi-Fi Privacy Policy" available at: <https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/ConnectCincinnati/Fioptics-Free-Wi-Fi-privacy->

[policy-eff-02-01-2017docx.pdf](#), and to the collection and use of technical information, including but not limited to the location of the device, about the mobile telephone, computer or other device used to access the Intelligent Wi-Fi Service.

4.6 License to User information; Intellectual Property.

- 4.6.1 While Customer is in good standing, Cincinnati Bell grants to Customer a limited, non-exclusive, royalty-free license to use all analytic report data made available through the Services, which analytic report data shall be made available to Customer by Cincinnati Bell throughout the Term and for a period of thirty (30) days following termination or expiration of this Agreement. After such 30-day period, Cincinnati Bell shall be under no further obligation to retain or provide any User Information to or for Customer. For purposes of this Supplement, "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. All ownership rights, title, and Intellectual Property Rights in and to the Services, the User Information, any Skyfii website (included but not limited to such site(s) that may be made available to Cincinnati Bell and/or any Customer, as applicable), and any other materials provided by Skyfii hereunder shall remain with Skyfii US Operations, LLC and/or its licensors.

4.7 Equipment.

- 4.7.1 Cincinnati Bell may provide Wireless Equipment in support of the provision of Wi-Fi Service, and Cincinnati Bell grants Customer a non-exclusive, non-transferable limited license to use the Wi-Fi 802.11b/g/n/ac equipment ("Equipment") in accordance with this Supplement. For customer owned equipment, Cincinnati Bell will take no responsibility of ownership but will offer repair services as set forth in section H.
- 4.7.2 Customer authorizes Cincinnati Bell to provide the Equipment and agrees that the Equipment is the sole and exclusive property of Cincinnati Bell and this Supplement does not grant Customer any rights to the Equipment except as expressly set forth herein. Customer agrees to give Cincinnati Bell access during regular business hours, or at any time in the event of an emergency, to service or remove the Equipment at Cincinnati Bell's sole discretion. Loss, theft or physical damage to the Equipment is Customer's responsibility.
- 4.7.3 Upon termination of this Supplement by either party, Customer agrees to return Equipment in good condition, reasonable wear and tear excepted, to Cincinnati Bell within thirty (30) days of disconnect date. If Equipment is not returned within thirty (30) days, Customer will be charged an "Equipment Non-Return fee", calculated as the depreciated value of all hardware related to this Supplement multiplied by the remaining tenure of this Supplement. If Customer requests Cincinnati Bell to remove the Equipment, Customer will be charged an "Equipment Removal fee" based on the number of pieces of hardware to be removed and Cincinnati Bell resources required for the removal. The Equipment Non-Return and Equipment Removal fees will appear on Customer's next Cincinnati Bell bill.
- 4.7.4 Optional Bluetooth Beacon. Customer may receive a Bluetooth Low-Energy Beacon (a "Beacon") for use in connection with the ConnectCincinnati mobile application. In that event, the Beacon will be listed on the Services Agreement and will be governed by these Terms and Conditions. Customer's use of the Beacon for advertising, promotion, data gathering, or the like, will be governed by the terms of the "Advertising Services - Terms and Conditions Supplement", as revised from time to time, and by the terms of each applicable "Insertion Order" submitted to Cincinnati Bell by Customer. Beacon will become personal property of Customer on the conditions that: (a) Customer authorize Cincinnati Bell to install each Beacon under the terms of this Agreement; and (b) that Customer give Cincinnati Bell access during regular business hours, or at any time in the event of an emergency, to service the Beacon at Cincinnati Bell's sole discretion. Loss, theft or physical damage to the Beacon is Customer's responsibility.
- 4.7.5 Replacement of Beacon batteries. PLEASE NOTE: Beacon batteries have anticipated lifespan of 18-24 mos. Customer assumes all risk, liability, and responsibility for replacing batteries as needed.

4.8 Content Filtering (only Fioptics Wi-Fi Plus).

- 4.8.1 Cincinnati Bell will select Internet activities, destinations (e.g., URLs), and types of traffic (collectively "Content") that it desires to prohibit on the Wi-Fi, and will configure Equipment to impede End User access to such Content ("Content Filtering"). Cincinnati Bell's standard content filtering settings are intended to address the most common abuses of Wi-Fi networks (for example, bandwidth hogging and activity that would violate our Acceptable Use Policy), and are represented on the attached Exhibit A. Cincinnati Bell invites a discussion

with Customer who may customize the content filtering settings for its Wi-Fi Service by revising Exhibit A, and Cincinnati Bell will configure the Equipment at its direction. Cincinnati Bell will manage the Equipment configuration to filter Content for each Customer based on the applicable Exhibit A.

4.9 Content Accessed Via Wi-Fi Service.

- 4.9.1 Customer acknowledges that the Internet contains unedited materials, including material of an adult, violent, or other nature that may be offensive to Customer or its End Users. Customer acknowledges that it has actual knowledge of and can readily access many software and hardware solutions to regulate activity on its network, and that the configuration of the Content Filtering function requested by Customer of the CBTS Fioptics Wi-Fi Plus service is among them. Customer acknowledges that Cincinnati Bell has made no express or implied representation, warranty or guaranty applicable to any aspect of the Wi-Fi Service or other services offered by Cincinnati Bell, including but not limited to, the ability to preclude Customer or any patron of Customer from accessing any or all web sites and/or news groups that any person may find to be harmful or offensive for any reason.
- 4.9.2 Customer understands and by using the Internet service Customer agrees that it is responsible for, and assumes all liability associated with, any material that Customer (to include End Users) makes available or transmits through the Internet service, whether through chat rooms, messages boards or other forums, including liability for claims of infringement, libel, and slander. Customer may not post, transmit through, or otherwise make available on or through the Internet service any material that violates or infringes in any way upon the rights of others, that is, in Cincinnati Bell's sole discretion, unlawful, defamatory, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, hateful or otherwise objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
- 4.9.3 Cincinnati Bell shall provide to Customer "Terms of Use" to govern the access that End Users will have to the Guest Internet Access (the "Terms"). Customer shall cooperate with Cincinnati Bell in ensuring that each End User who connects to the Guest Internet Access provides affirmative consent to be bound by the Terms. If in its reasonable discretion Cincinnati Bell believes that the activities of the End Users using the Guest Internet Access violate the Terms (including, without limitation, those terms requiring End Users to comply with applicable laws) then Cincinnati Bell reserves the right to do any of the following in addition to any other actions or remedies available to Cincinnati Bell:
- Prohibit any End User or End Users from accessing the Guest Internet Access;
 - Provide information related to any End User and its activities to third parties as required or permitted by applicable law;
 - Require Customer to take reasonable corrective measures considering the scope and duration of the violation of the Terms; and/or
 - Terminate this Supplement upon thirty (30) days written notice to Customer;
- 4.9.4 Customer represents and warrants to Cincinnati Bell that it will not encourage or assist any Customer to violate the Terms and that it will comply with the Terms in its own use of the Guest Internet Access, if any:

4.10 Ongoing Support; Repair Processes.

- 4.10.1 Fioptics Wi-Fi Plus, Fioptics Wi-Fi Premium.
- 4.10.1.1 *Technical support for Wi-Fi Services will be provided through the Cincinnati Bell Advanced Technology Services (ATS) support team. This service desk is available 24/7 and provides traditional tier 1 and tier 2 service desk support. In any calendar month, Customer may place two (2) service calls for non-emergency, non-service impacting security profile or provisioning changes. Additional change request calls may incur a fee of \$175.00 each.*
- 4.10.1.2 *Customer should contact Cincinnati Bell Tech Support via 1 -888-638-1699, then press "1" for Technical Support.*
- 4.10.1.3 *In the event Cincinnati Bell determines that it is necessary to interrupt the Service or that there is a potential for Service to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance. Scheduled maintenance occurs during off-peak hours (midnight to 6:00 a.m. local time). Cincinnati Bell's normal schedule maintenance window begins at 2:00 am Sunday. In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.*

4.10.2 Fioptics Intelligent Wi-Fi.

- 4.10.2.1 *Technical support for Services will be provided through the Cincinnati Bell support team. Cincinnati Bell will provide assistance with uptime issues, and will coordinate assistance with Service functionality (i.e., use Skyfii resources).*
- 4.10.2.2 *Customer should contact connectcincinnati@cinbell.com with subject "Intelligent Wi-Fi support", or call 513-841-2287 (or toll-free at 866-587-2287). Cincinnati Bell will use good faith efforts to call Customer back within twelve (12) business hours.*
- 4.10.2.3 *In the event Cincinnati Bell determines that it is necessary to interrupt Wi-Fi Services or that there is a potential for Wi-Fi Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.*

4.10.3 Customer Obligations; Acceptable Use / Prohibited Activities.

- 4.10.3.1 *Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.*

4.10.4 Failed Connectivity or Default Hardware.

- 4.10.4.1 *Cincinnati Bell will use commercially reasonable efforts to address any reported trouble in relation to failed Equipment or Customer reported issues with connectivity to the Internet via the installed Wi-Fi network, as applicable. Internet service failure is not within the scope of the Wi-Fi Service and must be resolved directly with the applicable Internet service provider. Cincinnati Bell will work with a designated technical resource allocated by the customer to address any reported trouble of connectivity or device considered to be malfunctioning. End user calls from residents, students, guests or faculty are not supported by Cincinnati Bell. Cincinnati Bell makes no representations and assumes no liability for connectivity issues related to End User limitations, including but not limited to: connecting PC, Hardware (processor, RAM, hard drive), software applications running in the background on a device, web browser / browser plug-ins (Flash/Java), website / server limitations, or Cincinnati Bell network congestion.*

4.11 Remedies.

- 4.11.1 *If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines or practices, Customer's sole and exclusive remedy is to terminate this Supplement. Under no circumstance shall Cincinnati Bell be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) setup or installation of the Service (ii) use of the Service or Customer's ability to use the Service; (iii) access to the Internet or any part thereof; (iv) Customer's reliance on or use of information or services provided on or through the Service; or (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance of the Service.*
- 4.11.2 *Any violation of Section 6 above that Cincinnati Bell, in its reasonable discretion, believes may subject Cincinnati Bell to civil or criminal litigation, charges and/or damages will be considered to be a breach of the Agreement and Cincinnati Bell reserves the right to suspend or immediately terminate service if deemed necessary. If Cincinnati Bell suspends the Data Analytics Service pursuant to this paragraph, Cincinnati Bell may require a reinstatement fee in order to resume the Data Analytics Service.*

4.12 Termination Charges.

- 4.12.1 *In the event that Fioptics Wi-Fi Service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if Customer had not terminated prior to the expiration of the then-current Term. Customer may also be obligated to pay Equipment Non-Return or Equipment Removal fees.*

Section 5: General Terms and Conditions

5.1 Definitions.

- 5.1.1 The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.
- 5.1.2 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 5.1.3 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 5.1.4 Party - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).
- 5.1.5 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

5.2 Services.

- 5.2.1 The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

5.3 Equipment Warranty, Use and Maintenance.

- 5.3.1 If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion

of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

5.4 **Warranty Exclusions.**

- 5.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.
- 5.4.2 Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.
- 5.4.3 Except as specified herein and any supplements, Cincinnati Bell, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

5.5 **Title or Risk of Loss of Equipment.**

- 5.5.1 For equipment sold to Customer and installed by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.
- 5.5.2 For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

5.6 **Governing Law.**

- 5.6.1 This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

5.7 **Confidential Information.**

- 5.7.1 During the term of this Agreement and for two years thereafter, neither Party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other Party. Confidential information shall remain the property of the disclosing Party and shall be labeled as either "Confidential" or "Proprietary".

5.8 **Resolution of Disputes.**

- 5.8.1 The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.
- 5.8.2 Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance

with the commercial rules and practices of the American Arbitration Association then in effect.

- 5.8.3 The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

5.9 Terms of Payment.

- 5.9.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, Cincinnati Bell may apply late payment fees or take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$11.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.
- 5.9.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

5.10 Termination.

- 5.10.1 Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:
- 5.10.2 In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.
- 5.10.3 In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may

have hereunder or at law or in equity.

- 5.10.4 A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.
- 5.10.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 5.10.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.
- 5.10.7 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.
- 5.10.8 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

5.11 Responsibilities of Each Party.

- 5.11.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

5.12 Limitations of Liability.

- 5.12.1 Cincinnati Bell's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall Cincinnati Bell be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not Cincinnati Bell or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "Cincinnati Bell" is deemed to include Cincinnati Bell's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

5.12.2 The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

5.13 Security and Access.

5.13.1 Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

5.14 Work on Customer's Premises.

5.14.1 In performance of its obligations hereunder, Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work related to this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

5.15 Customer Obligations.

5.15.1 Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

5.16 System Maintenance.

5.16.1 In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

5.17 Subcontracting.

5.17.1 Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

5.18 Changes in Laws.

5.18.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

5.19 Force Majeure.

5.19.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition

occurs, the Party whose performance fails or is delayed because of such force majeure condition (“Delayed Party”) shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

5.20 Good Faith Performance.

- 5.20.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

5.21 No License.

- 5.21.1 Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

5.22 Amendments; Waivers.

- 5.22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

5.23 Notices.

- 5.23.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.
- 5.23.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

5.24 No Rights to Third Parties.

- 5.24.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

5.25 Severability.

- 5.25.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

5.26 Assignment.

- 5.26.1 Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

5.27 Entire Agreement; Continuing Obligations.

- 5.27.1 The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.
- 5.27.2 Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 11 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.
- 5.27.3 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 7 hereof regarding Confidential Information, Article 8 hereof regarding resolution of disputes, Articles 11 and 15 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.
- 5.27.4 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.
- 5.27.5 Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

5.28 Regulatory Approval; Tariffs.

This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

5.29 Executed in Counterparts.

- 5.29.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

5.30 Headings.

- 5.30.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Appendix 1. Cincinnati Bell Default “Content Filtering” Categories

If Customer desires to change Cincinnati Bell’s “default” settings, please mark a \checkmark or X below, as applicable, sign, and date.

Customer Name: City Of Loveland **Date:** _____

Application Categories
<input type="checkbox"/> Antivirus
<input type="checkbox"/> Authentication
<input type="checkbox"/> Cloud-File-Storage
<input type="checkbox"/> Collaboration
<input type="checkbox"/> Encrypted
<input type="checkbox"/> Enterprise-Apps
<input type="checkbox"/> Gaming
<input type="checkbox"/> IM-File-Transfer
<input type="checkbox"/> Instant-Messaging
<input type="checkbox"/> Mail-Protocols
<input type="checkbox"/> Mobile-App-Stores
<input type="checkbox"/> Network-Services
<input checked="" type="checkbox"/> Peer-To-Peer
<input type="checkbox"/> Social-Networking
<input type="checkbox"/> Standard
<input type="checkbox"/> Streaming
<input type="checkbox"/> Thin-Client
<input type="checkbox"/> Tunneling
<input type="checkbox"/> Unified-Communications
<input type="checkbox"/> Web
<input type="checkbox"/> Webmail

Web Categories	
<input type="checkbox"/> Abortion	<input type="checkbox"/> Marijuana
<input type="checkbox"/> Abused-Drugs	<input type="checkbox"/> Military
<input checked="" type="checkbox"/> Adult-And-Pornography	<input type="checkbox"/> Motor-Vehicles
<input type="checkbox"/> Alcohol-And-Tobacco	<input type="checkbox"/> Music
<input type="checkbox"/> Auctions	<input type="checkbox"/> News-And-Media
<input checked="" type="checkbox"/> Bot-Nets	<input checked="" type="checkbox"/> Nudity
<input type="checkbox"/> Business-And-Economy	<input type="checkbox"/> Online-Greeting-Cards
<input type="checkbox"/> Category-Unknown	<input checked="" type="checkbox"/> Parked-Domains
<input type="checkbox"/> Cheating	<input type="checkbox"/> Pay-To-Surf
<input type="checkbox"/> Computer-And-Internet-Info	<input checked="" type="checkbox"/> Peer-To-Peer-Web
<input type="checkbox"/> Computer-And-Internet-Security	<input type="checkbox"/> Personal-Sites-And-Blogs
<input type="checkbox"/> Content-Delivery-Networks	<input type="checkbox"/> Personal-Storage
<input type="checkbox"/> Cult-And-Occult	<input type="checkbox"/> Philosophy-And-Political-Advocacy
<input type="checkbox"/> Dating	<input checked="" type="checkbox"/> Phishing-And-Other-Frauds
<input type="checkbox"/> Dead-Sites	<input type="checkbox"/> Private-Ip-Addresses
<input type="checkbox"/> Dynamically-Generated-Content	<input type="checkbox"/> Proxy-Avoidance-And-Anonymizers
<input type="checkbox"/> Educational-Institutions	<input type="checkbox"/> Questionable
<input type="checkbox"/> Entertainment-And-Arts	<input type="checkbox"/> Real-Estate
<input type="checkbox"/> Fashion-And-Beauty	<input type="checkbox"/> Recreation-And-Hobbies
<input type="checkbox"/> Financial-Services	<input type="checkbox"/> Reference-And-Research
<input type="checkbox"/> Gambling	<input type="checkbox"/> Religion
<input type="checkbox"/> Games	<input type="checkbox"/> Search-Engines
<input type="checkbox"/> Government	<input type="checkbox"/> Sex-Education
<input type="checkbox"/> Gross	<input type="checkbox"/> Shareware-And-Freeware
<input checked="" type="checkbox"/> Hacking	<input type="checkbox"/> Shopping
<input type="checkbox"/> Hate-And-Racism	<input type="checkbox"/> Social-Networking-Web
<input type="checkbox"/> Health-And-Medicine	<input type="checkbox"/> Society
<input type="checkbox"/> Home-And-Garden	<input checked="" type="checkbox"/> Spam-Urls
<input type="checkbox"/> Hunting-And-Fishing	<input type="checkbox"/> Sports
<input checked="" type="checkbox"/> Illegal	<input type="checkbox"/> Spyware-And-Adware
<input type="checkbox"/> Image-And-Video-Search	<input type="checkbox"/> Streaming-Media
<input type="checkbox"/> Individual-Stock-Advice-And-Tools	<input type="checkbox"/> Swimsuits-And-Intimate-Apparel
<input type="checkbox"/> Internet-Communications	<input type="checkbox"/> Training-And-Tools
<input type="checkbox"/> Internet-Portals	<input type="checkbox"/> Translation
<input type="checkbox"/> Job-Search	<input type="checkbox"/> Travel
<input checked="" type="checkbox"/> Keyloggers-And-Monitoring	<input type="checkbox"/> Violence
<input type="checkbox"/> Kids	<input type="checkbox"/> Weapons
<input type="checkbox"/> Legal	<input type="checkbox"/> Web-Advertisements
<input type="checkbox"/> Local-Information	<input type="checkbox"/> Web-Based-Email
<input checked="" type="checkbox"/> Malware-Sites	<input type="checkbox"/> Web-Hosting

Signature: _____



City of Loveland City Council Memorandum

DATE: October 27, 2020

TO: Mayor and Council

FROM: Sean Rahe
Police Chief

SUBJECT: Edward Byrne Memorial Justice Assistance Grant

Background

This memorandum accompanies a resolution authorizing the submittal of an Edward Byrne Memorial Justice Assistance Grant (JAG) to the Ohio Office of Criminal Justice Services (OCJS) to provide training on de-escalation for law enforcement officers.

For years the City has funded equipment and technology upgrades for the Loveland Police Department (LPD) through the JAG programs administered by the OCJS. OCJS accepts applications for two different JAG programs: Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) and Justice Assistance Grant for Law Enforcement (JAG-LE). Recently, the City received funding for Mobile Video Recorders (MVR) for all marked cruisers and, the City purchased a mobile data extraction device.

Policy Options

Approve, deny, or offer alternatives to the attached resolution.

Analysis

One of the most complex challenges facing law enforcement today is crisis de-escalation. Law enforcement agencies across the United States are exploring ways to minimize risks associated with crisis encounters. One leading method is to increase officer knowledge in de-escalation techniques.

The Force Science Institute conducts research and training for law enforcement officers in nine different countries. They use scientific methodology to provide law enforcement with, “the best training and most advanced, professionally-relevant understanding of the complex scientific principles and human factors impacting performance (forcescience.org/training, October 19, 2020)” Many of their articles and processes are peer-reviewed.

Hosting an internationally recognized training course in Loveland will increase the skill and consistency at the Loveland Police Department, and in our neighboring law enforcement agencies. In addition, it brings professional recognition to the Loveland Police Department and the Loveland community. The Force Science Institute is offering to bring their two-day Realistic De-Escalation instructor course to the Loveland Police Department. Since the grant will not cover 100% of the cost of the training, LPD is applying for a significant reduction for Ohio agencies. LPD attendance will be free.

Fiscal Impact

The JAG program includes a maximum grant request of twenty thousand dollars (\$20,000) and a ten percent (10%) required local match. The City's application is based on a total project cost which will not exceed \$20,000. The City of Loveland will fund the maximum 10% match (\$2,000) in the 2021 City of Loveland budget through general funding. The expenditure will be contingent upon receiving the grant.

Recommendation

Staff recommends Council authorize the City Manager to submit the Edward Byrne Memorial Justice Assistance Grant application.

Resolution 2020-_____

Resolution authorizing the submission of an Edward Byrne Memorial Justice Assistance Grant (JAG)

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant Program is administered by the Ohio Office of Criminal Justice Services; and

WHEREAS, the City of Loveland desires to submit an application for grant funding for the implementation of officer safety training on de-escalation through the Force Science Institute; and

WHEREAS, the total project cost is not to exceed \$20,000 consisting of a grant request not to exceed \$18,000 and a local match not to exceed \$2,000.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Loveland, Hamilton, Clermont and Warren County, Ohio:

Section 1. The City Manager is authorized to submit an Edward Byrne Memorial Justice Assistance Grant for officer safety training on de-escalation in the amount of \$18,000.

Section 2. The City of Loveland commits a local match not to exceed \$2,000 related to this grant.

Section 3. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this resolution shall take effect from and after the earliest time allowed by law.

Mayor

Clerk of Council

Approved as to Form:

City Solicitor

Passed: _____



City of Loveland City Council Memorandum

DATE: October 27, 2020

TO: Mayor and Council

FROM: David Kennedy
City Manager

SUBJECT: Community Development Block Grant (CDBG) Three-Year Funding Program

Background

The Community Development Block Grant (CDBG) program, which is administered by Hamilton County Regional Planning, provides funding for public infrastructure and facilities through a three-year cycle. CDBG funding is designed to benefit low- to moderate-income (LMI) areas. Based on census data, the Loveland Heights meets the LMI criteria and is thereby eligible for funding which meets the CDBG criteria.

For reference, in 2015, the City received \$90,000 in funding through the CDBG program to complete paving within the Loveland Heights. Also, in 2018, the City utilized \$65,000 of CDBG funding to replace five in-operable water valves in the Heights.

With CDBG funding currently available, staff is proposing to again apply for funding to continue replacement of inoperable water valves within the Loveland Heights. With an allotment of \$76,000, the City can complete six more water valve replacements. Our Public Works Director and City Engineer reported 18 inoperable water valves in the Heights prior to the 2018 funding. If the City is successfully funded in this current round, seven in-operable valves will still need to be replaced.

The need to complete the water valve replacement in the Loveland Heights has multiple benefits. First, with inoperable water valves, water leaks cannot be isolated to the area directly surrounding the leak. This results in numerous residents needlessly out of water during water main repairs, resulting in a loss of drinking water, restroom facilities, and general discomfort. Additionally, by having greater areas than needed out of water supply, this subjects them to a loss in fire protection as the water mains are dry.

Another reason for selecting the water valve replacement project for this round of CDBG funding, is that it is a water system repair project. As has been documented, the Water Fund is operating in a

manner where capital funding is not sufficient for system repairs and replacements. Though there have been numerous breaks, the replacement of water mains in the Heights subdivision is not anticipated to be funded for many years. The proposed valves would limit the extent of water outages during future main breaks until the mains are able to be replaced. Absent this grant, it is unlikely that even this more affordable proposed valve project would be funded. Therefore, until such time as ample capital funding is in place, any possibility of completing a water system improvement utilizing grant funds should be pursued.

The insert-a-valve type replacement, which the City has used in the past, and would use for this project if funded, is the most desirable, as the new valve can be installed without the need to shut down the water, thus not impacting area residents. Attached is view of insert-a-valve installations for reference.

In the past, the City has held a public hearing to allow for public comment on proposed CDBG applications prior to submission. Due to the COVID-19 pandemic, this is no longer a requirement. In lieu of the public hearing, the City will run a public notice allowing for a five-day comment period on the proposed project. The full CDBG application is due to Hamilton County by November 23, 2020. If funded, the project will be completed in 2021.

Fiscal Impact

The total funding allotted for the City for the three-year CDBG formula program is approximately \$76,000. The City is requesting to submit for funding to replace six water valves at a cost of approximately \$12,500 each. The program requires no local match, therefore none of our limited Water Capital Funds will be needed to complete the project.

Recommendation

As no local match will be committed by the City and legislation is not required for submission, no formal action is required, except if City Council desires another project. This memorandum serves to inform council of the proposed project and another avenue of notifying the public.

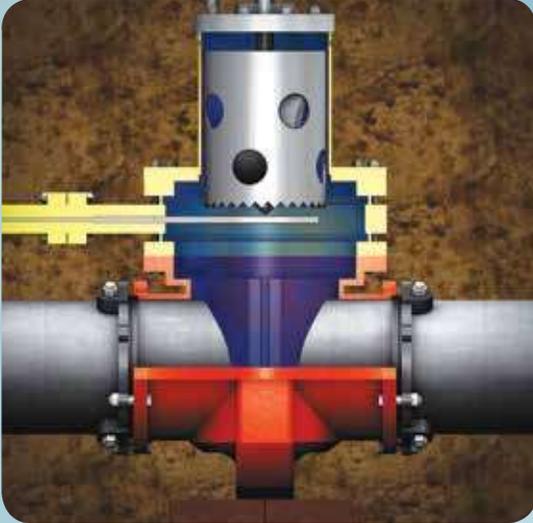
Attachments:

Insert-a-valve

FAST, EASY INSTALLATION

Team offers professional installation by trained and certified technicians. Valves and complete installation packages are also sold for successful third-party

installation. Either way, you get a valve that meets or exceeds all recognized industry requirements. Team's InsertValve installs in three easy steps.



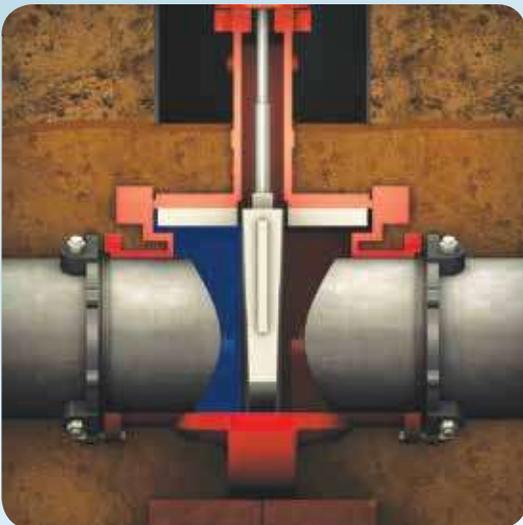
Step 1

Tapping machine removes complete section of pipe.



Step 2

Insert bonnet into the valve body.



Step 3

Valve is now operational.

The Team InsertValve, with its permanent, resilient seat, has just been installed into the piping infrastructure without interruption or loss of pressure. A valve box is installed and the valve is ready for operation.

To view animation of the Team InsertValve installation process, simply scan the QR Code below with your SmartPhone.





City of Loveland City Council Memorandum

DATE: October 27, 2020

TO: Mayor and Council

FROM: Tom Smith
Assistant City Manager

SUBJECT: Public Hearing Request for 418 North Second Street

Background

An application has been submitted on behalf of Joe Farruggia (Exhibit A) for a zoning map amendment for the property located at 418 North Second Street (St. Rt. 48). The applicant's request for a zoning map amendment consists of a change in zoning from the current zone of Residential – Medium Density (R-MD) to a proposed zone of Residential – Multi-Family (R-MF).



On June 24 and July 21, 2020, the Planning and Zoning Commission held public hearings for the zoning map amendment application. In those meetings valuable feedback from the public was obtained. The Commission also recommended approval of the zoning map amendment at both

public hearings. Since the time of the initial recommendations by the Planning and Zoning Commission, the applicant has elected not to move forward with the processes. The applicant, instead, desires to address the concerns expressed at the Planning and Zoning Commission public hearings. As a result, the applicant has submitted a newly revised zoning map amendment application incorporating several items expressed by the Planning and Zoning Commission and the public.

These items include:

1. A revised site plan with less density than what was originally proposed (Exhibit B); and
2. Elevations that more accurately display the project (Exhibit C);
3. A study indicating that there has been an increase in demand for land in the requested zoning district completed by an independent third-party consultant (Exhibit D); and
4. A traffic study identifying traffic impact on State Route 48 (Exhibit E).

On October 20, 2020, the Planning and Zoning Commission held a public hearing for the revised zoning map amendment. In a vote of 4-1, the Commission recommended the zoning map amendment application for transmittal to the City Council. The recommendation of the Commission included the following conditions:

1. The proposed housing development for the property as submitted to Planning and Zoning Commission must be actively under construction within eighteen (18) months from the date of approval by City Council in order to maintain the zoning;
2. The approval shall be withdrawn, and the zoning shall revert to Residential Medium Density (R-MD) should the eighteen (18) month condition lapse.
3. Approval shall be exclusive to this applicant. No transferees or assignees of the applicant are subject to this approval.

In addition, the developer agreed to requests made by Sentry Hill representative, Dave Stanton. These items were also part of the Planning and Zoning Commission's motion for recommendation:

1. Construct a four to five-inch earth berm, fully landscaped with trees and grass, to be constructed along the property line of the two homes in the Sentry Hill subdivision and maintained by the new subdivision's HOA.
2. Street lighting and exterior lighting on the townhomes be designed to prevent light pollution into the Sentry Hill Subdivision.
3. Townhomes to be constructed, at 40 feet, shall not exceed the height of the referenced home of 214 Sentry Hill Drive.
4. Limit the number of townhomes to be built at 25 or less.
5. No dumpsters or centralized garage collection. Individual residential trash and recycling pickup to be consistent with all the residential surrounding areas.
6. No stand-alone garages or sheds.
7. Exterior architecture and materials (brick, stone, and Hardie Plank) shall be consistent with the look and feel of neighboring communities.

Policy Options

In accordance with Section 1115.07, a recommendation of The Planning and Zoning Commission shall be transmitted to council as follows:

1115.07 Council

(a) Recommendation by Planning and Zoning Commission; Transmittal to Council. After the close of the public hearing provided in Section 1115.05(b), the Planning and Zoning Commission shall recommend to Council, in a time period no longer than 35 days, that the amendment be granted, as requested, or it may recommend a modification of the amendment requested or it may recommend the amendment not be granted. The Planning and Zoning Commission shall transmit its recommendation to Council.

(b) Public Hearing. Upon receipt of the recommendation from the Planning and Zoning Commission, Council shall schedule a public hearing.

(c) Notice of Public Hearing in Newspaper. Notice of the public hearing required in subsection (b) hereof shall be given by publication of a notice in a newspaper of general circulation in the City. Such notice shall be published at least ten days before the date of the public hearing. The published notice shall set forth the time and place of the public hearing and a summary of the proposed amendment. When the proposed action has been initiated by the City, the City shall provide at its cost the notice. When the proposed action has been initiated by a party other than the City, the initiating party shall provide at its cost the publication of the notice and shall provide, on or before the date of the hearing, an affidavit confirming compliance with the provisions of this section, which affidavit shall have attached thereto a "proof of publication" form provided by the publishing newspaper.

(d) Notice to Property Owners. Written notice of a hearing shall be provided to the owners of the real property within the area to be rezoned or otherwise changed by the map amendment and to the owners within 300 feet in any direction of the boundaries of the property, within the City of Loveland, to be rezoned or otherwise changed by the map amendment. For the purposes of this section, the word "owners" shall mean those persons appearing on the county's current tax duplicate as the owners of fee simple title to the real properties. Such written notice shall be provided at least ten days prior to the date of the hearing by hand delivery, or by posting it by prepaid ordinary U.S. mail at the address listed upon the tax duplicate for each such owner. The written notice shall contain the same information as required of notices published in newspapers as specified in subsection (c) hereof. When the proposed map amendment has been initiated by the City, the City shall provide at its cost the hand or postal delivery provided herein above. When the proposed map amendment has been initiated by a party other than the City, the initiating party shall provide at its cost the hand or postal delivery provided herein above and shall file with the Clerk of Council on or before the date of the hearing an affidavit confirming compliance with the provisions of this section. The failure to hand deliver or mail the notice provided by this section shall not, however, invalidate any action of City Council on the map amendment.

(e) Action by Council. Council may approve or disapprove the recommendation of Planning and Zoning Commission by a simple majority. Council may modify the recommendation of Planning and Zoning Commission by a vote of not less than three-fourths (3/4) majority of the full membership of Council. Final action on the amendment must be taken within 35 days, of the close of Council's public hearing; failure to take action within such 35-day period shall constitute disapproval.

Analysis

The initiation of a zoning map amendment is subject to provisions of Section 1115.03: Initiation of Amendments as follows:

1115.03 Initiation of Amendments

(a) Zoning Code Text. Amendments to the Zoning Code text may be initiated in one of the following ways:

- (1) By adoption of a motion by the Planning and Zoning Commission;

(2) By adoption of a motion by Council for the Planning and Zoning Commission recommendation.

(b) Zoning Map. Amendments to the zoning map may be initiated in one of the following ways:

(1) By adoption of a motion by the Planning and Zoning Commission;

(2) By adoption of a motion by Council for the Planning and Zoning Commission recommendation;

(3) By application by a property owner of record.

Consistent with subsection (b)(1) above, the applicant received a motion by the Planning and Zoning Commission recommending approval of the proposed zoning map amendment on October 20, 2020.

The standards for a zoning map amendment are expressed in Section 1115.06.

1115.06 Standard for Zoning Map Amendments

- (a) Recommendations made only by the Planning and Zoning Commission shall be considered for map amendments. All recommendations by the Planning and Zoning Commission for zoning map amendments shall be consistent with the City's adopted plans, goals, and policies and with the intent of this Zoning Code.
- A. Prior to making a recommendation on a proposed rezoning, the Planning and Zoning Commission shall make a finding to determine if the following conditions exist. No rezoning of land shall be approved prior to specific documents finding at least one of the following:
1. There has been a change in demand for land which alters the information upon which the zoning map is based. A study indicates that there has been an increase in the demand for land in the requested zoning district. The study shall provide a rational basis for indicating why a change in the zoning map is warranted.
 2. Proposed uses cannot be accommodated by sites already zoned in the City due to lack of transportation or utilities or other development constraints, or the market to be served by the proposed use cannot be effectively served by the location of the existing zoning district.
 3. There is an error in the Code text or zoning map as enacted.
 4. The City of Loveland's current Comprehensive Master Plan specifies a different land use for the subject property other than that which is specified on the current zoning map.
- B. No residentially zoned district shall be rezoned to a non-residential district unless such proposed rezoning site is contiguous to land in the proposed zoning district classification.
- C. In addition to the findings required to be made by subsection (a)B. hereof, findings shall be made by the Planning and Zoning Commission on each of the following matters based on the evidence presented.
1. The extent to which the proposed amendment and proposed use are in compliance with and deviate from adopted plans, goals and policies. "No rezoning shall be allowed unless the Planning & Zoning Commission affirms that the request is consistent with the adopted plans, goals and policies of the City".
 2. The suitability of the property in question for the uses permitted under the proposed zoning. "No rezoning shall be allowed unless the Planning & Zoning Commission affirms that the property in question is suitable for the permitted land uses under the proposed zoning".
 3. The adequacy of public facilities such as transportation, utilities, and other required public services to serve the proposed use. "No rezoning shall be allowed unless the

- Planning & Zoning Commission affirms that the infrastructure is currently or shall be within a reasonable period of time adequate to serve the proposed use”.
4. The effect of the proposed rezoning on surrounding uses.
 5. The effect of the proposed rezoning on the economic viability of existing developed and vacant land within the City.
- (b) The Planning and Zoning Commission shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and not solely for the interest of the application.

In addition, the Planning and Zoning Commission has determined that the zoning map amendment application is consistent with:

- Section 1115.06(a);
- Section 1115.06 (a)A(1). Housing market assessment conducted by Market Foresight;
- Section (a)B does not apply as the proposed use has no non-residential components;
- Section (a)C; and
- Section (b)

Recommendation

City Council take action on the recommendation transmitted from the Planning and Zoning Commission to Council and schedule a public hearing for November 24, 2020, in accordance with Chapter 1115.07 for a proposal to amend the City of Loveland Zoning Map from the current zoning of Residential – Medium Density (R-MD) to Residential – Multi-Family (R-MF).

Attachments:

- Exhibit A - Application and Letter
- Exhibit B - Revised Site Plan
- Exhibit C - Elevations
- Exhibit D - Market Study 418 N. Second. St.
- Exhibit E - Taffic Study 418 N. Second. St.

EXHIBIT A

City of Loveland
Building & Zoning
120 W. Loveland Ave.
Loveland, Ohio 45140
www.lovelandoh.gov
(O) 513-707-1450
(F) 513-583-3032



PLANNING & ZONING COMMISSION ZONE CHANGE APPLICATION

FOR CITY OF LOVELAND BUILDING AND ZONING DEPARTMENT USE ONLY:

CASE # 20-02 DATE RECEIVED: 6-2-2020 FEE RECEIPT # 200.00 RECEIVED BY: ew

All applications must be typewritten and filed with the Building and Zoning Department. A fee of \$200.00 shall be paid in-full upon receipt of the application. The application must include a plot plan clearly displaying the following information (Section 1115):

1. A written description detailing the present use of the property, present zoning, and proposed zoning.
2. The proposed use, to include any plans that the applicant has developed.
3. Site Plan with title of the drawing with the name and address of the applicant.
4. Drawing to scale with scale notated, North arrow and date.
5. Size of the lot showing lot dimensions and dimensions of any existing or proposed structures.
6. Distances of all setback lines for all existing and proposed structures on the lot.
7. Existing and proposed driveways, walkways, patios, decks, etc.

All surveys for commercial or industrial properties must be prepared by a State of Ohio licensed professional.

NOTE: THIS APPLICATION MUST BE TYPEWRITTEN OR PRINTED CLEARLY - USE ADDITIONAL SHEETS IF NECESSARY

NAME OF APPLICANT

Joe Farruggia

ADDRESS 7861 East Kemper Rd CITY/STATE/ZIP Cinti., OH 45249

CONTACT NUMBER 513-477-0855 FAX 513-247-3512 EMAIL jefarruggia3000@gmail.com

PROPERTY ADDRESS FOR EACH PARCEL WITHIN THE SUBJECT PROPERTY PLEASE PROVIDE:

PROPERTY OWNER NAME	PROPERTY OWNER ADDRESS	PARCEL NUMBER
<u>Christine L. Elfers Trustee</u>	<u>8050 Kroger Farm Rd</u>	<u>16-07-378-0130 Warren</u>
	<u>Indian Hill, OH 45243</u>	<u>20-06-03A-038 Clermont</u>

(MY) (OUR) INTEREST IN THE PROPERTY:

OWNER _____ AGENT _____ LESSEE _____ OPTIONEE XX

APPLICANT Joseph Elfers 7861 E. Kemper Rd 513-477-0855
Signature Address Phone Number

OWNER(S) _____ 8050 Kroger Farm Rd Cin OH 45243 703-0959
Signature Address Phone Number

Christine L. Elfers Trustee
dotloop verified
05/20/20 6:16 PM EDT
TUSZ-CY55-WN1L-5Q9F



Abercrombie
& Associates, Inc.
Civil Engineering + Surveying

June 2, 2020

City of Loveland
Building & Zoning Dept.
120 West Loveland Avenue
Loveland, Ohio 45140

Attn: Eva Wisby

Re: Blossom Hill Project - North Second Street
Warren County Parcel 16-07-378-130
Clermont County Parcel 20-06-03A-38
Our Job No.: 17-0037

Ms. Wisby:

Please see attached zone change application, zone change plan & check for \$200.00 for the above-referenced project. Zicka Homes (applicant) wishes to rezone the three parcels from "R-MD" to "R-MF" on behalf of Christine L. Elfers, Trustee (owner). The properties are 5.529 acres total & currently consist of open/undeveloped land. The attached plan shows a new 28 unit condominium development that is permissible under the "R-MF" zoning designation with a density of 5.3 units/acre.

Please place this on the agenda for the next available City of Loveland Planning Commission & feel free to contact me at your earliest convenience regarding any questions, additional information required, etc.

Sincerely,

ABERCROMBIE & ASSOCIATES, INC.


Craig T. Abercrombie, P.S./LEED AP
Vice-President of Operations

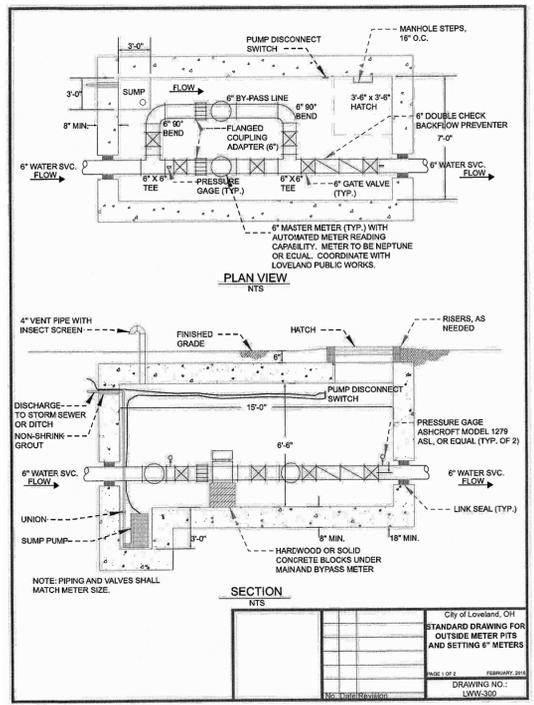
Attachment



PROP. SIDEWALK ALONG SECOND STREET
NTS



VICINITY MAP



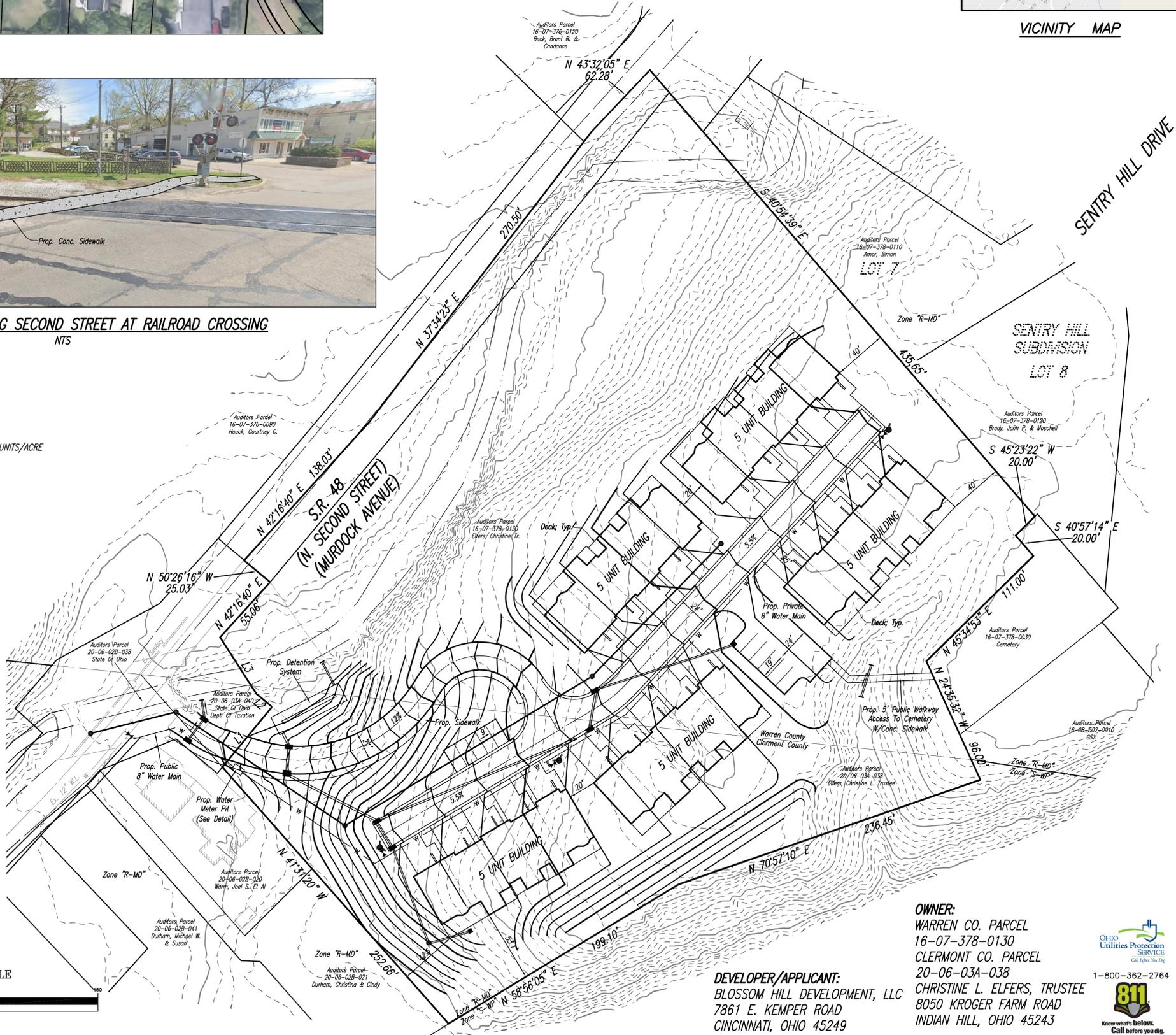
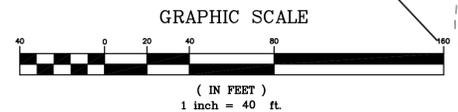
PROP. SIDEWALK ALONG SECOND STREET AT RAILROAD CROSSING
NTS

EX. ZONING = R-MD
PROPOSED ZONING = R-MP
AREA = 5.529 ACRES
R/W = 0.248 ACRES
NET AREA = 5.281 ACRES
DENSITY = 25 UNITS/NET AREA = 4.7 UNITS/ACRE

PROPOSED SETBACKS
FRONT YARD = 25'
SIDE YARD = 10'
REAR YARD = 40'
TOWNHOMES = 25 UNITS
PARKING PROVIDED
GARAGE SPACES = 50
DRIVEWAY SPACES = 50
PARKING LOT SPACES = 11

L1 N 39°33'43" E 57.70'
L2 N 50°26'17" W 15.00'
L3 N 32°51'04" W 49.64'

- NOTES: 1. PROVIDE ALL EQUIPMENT AND MATERIALS. 2. AUTOMATED METER READING CAPABILITY SHALL BE COMPATIBLE WITH MICROFLEX C8530 HANDHELD READERS... 3. PROVIDE ZOLLER MODEL MS3 SUMP PUMP WITH FLOAT SWITCH-LEVEL CONTROL... 4. HATCH SHALL BE BILCO TYPE 'J' 42" X 42" WITH LOCKABLE HASP AND STAINLESS STEEL HARDWARE... 5. VAULT SHALL BE WATER-TIGHT PRE-CAST OR CAST-IN-PLACE CONCRETE... 6. VALVE VAULT, PIPING AND ALL EQUIPMENT SHALL BECOME THE RESPONSIBILITY OF THE PROPERTY OWNER... 7. POST INDICATOR VALVE IS REQUIRED, BUT NOT SHOWN ON DETAIL... 8. FOLLOW GREATER CINCINNATI WATER WORKS STANDARD DRAWING # 108-1A, 108-1B, AND 108-1C...



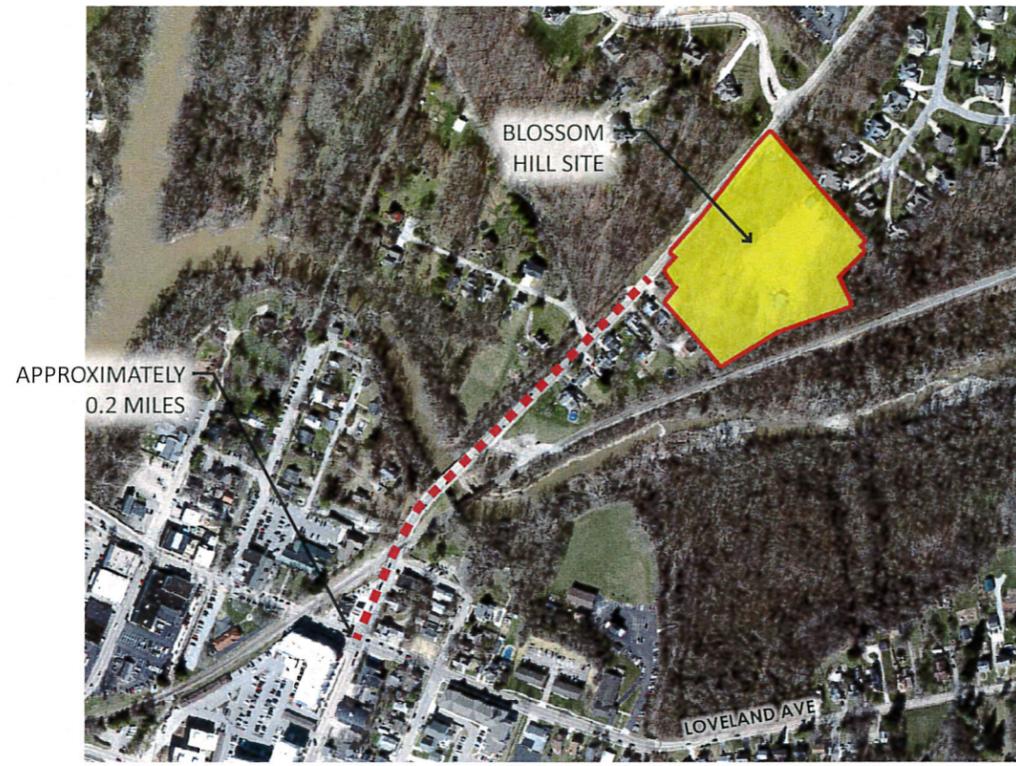
DEVELOPER/APPLICANT:
BLOSSOM HILL DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45249

OWNER:
WARREN CO. PARCEL
16-07-378-0130
CLERMONT CO. PARCEL
20-06-03A-038
CHRISTINE L. ELFERS, TRUSTEE
8050 KROGER FARM ROAD
INDIAN HILL, OHIO 45243



Project information including: SHEET TITLE: ZONE CHANGE PLAN; PROJECT TITLE: BLOSSOM HILL - 26' WIDE UNITS; DRAWN BY: J.C.; CHECKED BY: R.R.; DATE: 10-6-20; SCALE: 1" = 40'; and company information for Abercrombie & Associates, Inc.

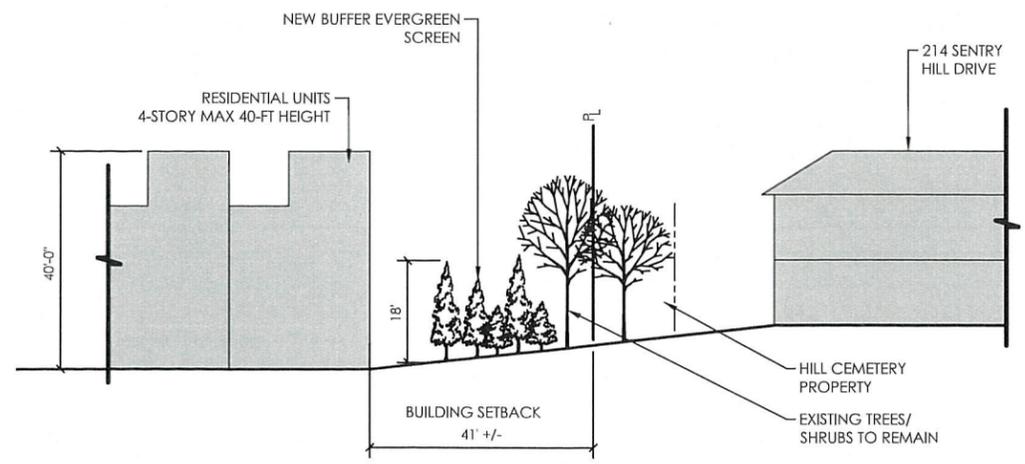
This drawing and the design concepts represented, as instruments of service, are the sole property of Abercrombie & Associates, Inc. and may not be used, reproduced, or copied for any purpose without prior written authorization of Abercrombie & Associates, Inc.



VICINITY MAP



MASTER PLAN

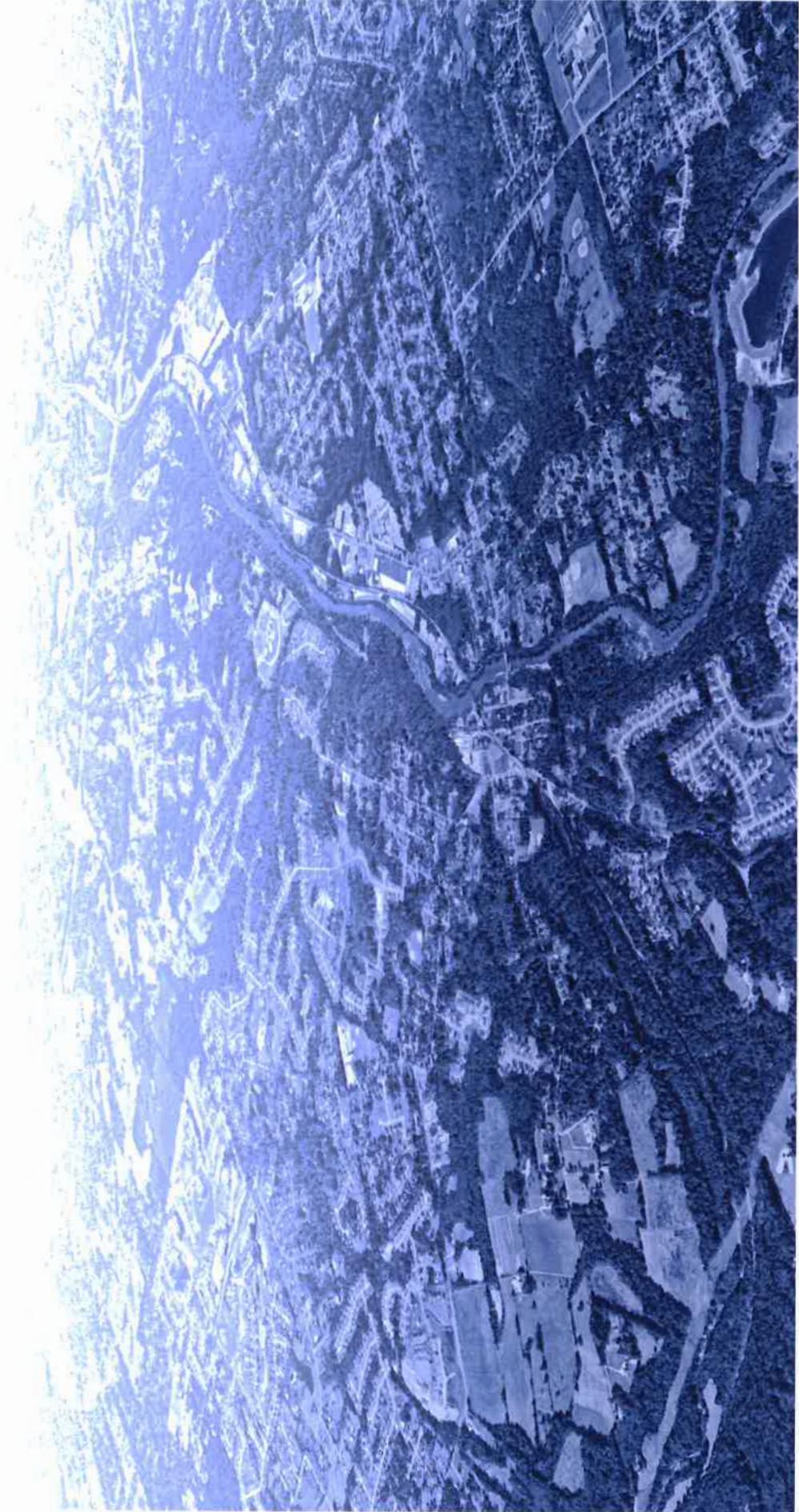


ELEVATION

EXHIBIT D

LOVELAND NEW HOUSING ASSESSMENT BLOSSOM HILL ATTACHED TOWNHOME DEVELOPMENT

MARKET FORESIGHT for
BLOSSOM HILL, LLC



CONFIDENTIAL

EXHIBIT D

INTRODUCTION

This housing market Assessment by Market Foresight (Advisor) was engaged by Blossom Hill, LLC (Client) to consider the market potential for a proposed single-family attached development in Loveland, Ohio (subject Site). The objective was to assemble the most relevant marketplace data and trends that would support their market and financial risk considerations, including demographic and household segmentation information, competitive and other product positions, and supply-demand modeling based upon a range of proven inputs. The following report is a Summary of the current market intelligence with **Conclusions** to immediately follow.

MARKET FORESIGHT BACKGROUND

Market Foresight was founded by Michael J. Dinn in June 2000 to serve housing interests in the Midwest and today across the nation. Clientele have ranged from national public homebuilders Ryland Homes and NVR, to lenders Wachovia/Wells Fargo, PNC, newly merged Truist Bank and regional First Financial Bank. He has advised hundreds of private housing teams, from single-family master developments to urban multifamily. He is under contract with the National Apartment Association for ongoing advisory. In 2003, he was invited as member to the respected Counselors of Real Estate®, considered the top 1,000 real estate advisors in the nation.

MARKET INTEL PLATFORM

Advisor employs the finest national data sourcing under subscriptions or proprietary licenses. The baseline data is aggregated within a geospatial market intel platform (Platform). The Platform serves as the licensed data repository, ongoing analyses workspace and realtime presentation venue as long as required to serve the subject Site. Advisor has provided several Platform screenshots of the initial analyses in this Summary, with an availability for other Platform presentations with Client, their design team, other financial partners and municipal managers as may later be required.

LOVELAND HOUSING ASSUMPTIONS

Normally, the adjacent housing environment sources the primary residents for all new housing, whether for attached or detached choices. Advisor assumes the same for Loveland housing with a focus on the **existing households that already engage** the family, employment and lifestyle near Loveland, and provide the likely target market householders, especially when the proposed housing choice is a new attached single-family home.

SUBMARKET BOUNDARIES

Household metrics and current housing supply of all types are examined within the City of Loveland. A larger **Core Housing Area** is defined by an eight (8) -minute drive time from the Site in any direction under standard speed limits and traffic conditions as generated by Esri® mapping engines (Monday at noon). A second **Outer Housing Area** is bounded by another four (4) -minute drive to a similar twelve (12) -minute drive time, a “ring” that surrounds and excludes the Core Area above. Advisor will examine the lifestyle, character and depth of households and range of housing choices within these suburban Areas.

THE BOTTOM LINE

Advisor concludes that the proposed 25 new townhomes would help, but not solve, the lack of upscale attached housing product in Loveland. By our 20-years’ experience and this focused research, the Site’s new designs, price points and secluded location offer a select opportunity to serve Loveland households with an overlooked residential component seen today in nearly every sustainable housing submarket.

CONCLUSIONS

The following conclusions are drawn from the Assessment:

- Per recent 2020 Census data, some **3,628 of 4,912** or a **significant 74% of Loveland households currently own** their home. When Advisor considers a Core Area of an eight-minute drive from the Site with additional neighborhoods in Symmes, Miami and Hamilton Townships, there are an additional 6,670 owners from 7,841 more households, an 85% ownership share. Loveland is by reputation and surveyed data a proud and quiet suburban community that straddles three Counties and the Little Miami River.
- Loveland has seen a minor 4.5% household growth over the last decade. The greatest growth, median housing values and median household incomes are found in those neighborhoods that overlay Hamilton Township (Warren County) to the north and Miami Township (Clermont County) to the east. See **Pages 7-10**. Loveland housing stock is dominated by suburban **single-family detached homes**, some 70% of all 5,093 owned and rental housing units. Very minor historical vacancies were seen only in homes for sale and rentals during leasing turnover.
- Using the same current Census demographics allows a look into Loveland and surrounding neighborhood households. For the total 12,753 households within an 8-minute drive, two interesting trends emerge. First, the submarket households are smaller than a typical suburban community: **over 50% of all households** (55% in Loveland) have reported **1-2 occupants**. Second, these same households are older than a typical suburban community: an estimated **46% of all head of householders are over 55** years old, up 26% over the last ten years.
- Age alone is not an accurate demand metric. A more precise look at Loveland households can be based upon 2020 Esri® Tapestry market segmentation that **qualifies 6 of 14 available** and 67 possible household segments, each as Loveland stakeholders by their expected lifestyle, affluence and connection to Loveland. Leading segments for this Assessment are **Savvy Suburbanites, Boomburbs** and **Comfortable Empty Nesters**. See **Pages 15-22**.
- Advisor conducted a thorough of the **housing stock** built for and today's home base for these households, licensing all housing stock property records within the Loveland city limits. The total was **4,182 records**, each with valuation, sales, size and housing type data. See **Pages 24-25**. Over 70% of all housing units are in single-family detached homes with an average year built of 1971. A minor 12% are seen in single-family attached townhomes, duplexes or condominium flats. The remain shares are seen in smaller apartments and larger scaled multifamily, a total 17% share of housing units.
- A look at housing **sales performance was positive**. See **Page 26**. Advisor cast the home sales and resales over the **last 20 years** into a market performance distribution of both detached and attached home sales. Noted was a pre-Recession peak market rate of 256 annual home sales. After the Great Recession and the ensuing recovery, the Loveland housing market has gradually rebounded and has increased 32% to an **average 338 sales per year** over the last three years. Though positive, Advisor notes that most vibrant housing submarkets have rebounded in less time and at higher post-Recession levels.

The household trends at right are seen in other local bedroom communities as families are raised.

Only 14 of 67 Tapestry segments are found within Loveland, a household market less diverse as typically seen in most Midwest outer suburbs.

Faster recoveries and higher performance seen other metro submarkets is attributed to their diversity of housing product.

CONCLUSIONS,
continued.

The following conclusions are drawn from the Assessment: continued.

Advisor is not aware of other attached developments proposed, stand alone or part of a larger, mixed-product plan.

- As seen beginning on **Page 27**, the attached housing product leaders are sampled and analyzed. First mention is of two recent scaled multifamily projects that have been very successful in Loveland. The **Loveland Station** and **River Ridge** developments have brought new designs and an upscale rental choice to the few, older apartment sites. Advisor spoke with both site managers and is active in many multifamily assessments throughout the Midwest, noting that support for the younger, more mobile and often renters by choice is crucial to the sustained vibrancy of most metro submarkets. These same renters become the aspirational homebuyers in Loveland as their households grow.

The Site affords an accompanying higher value and privacy not offered by the other choices at right.

- Advisor examined the five existing attached home communities, the first two in the northern reaches of Loveland and offering older, modest value housing choices. **Carrington Crossing** is 212 stacked flats adjacent to a commercial corridor and built between 1992-1994. **Hidden Creek** is 243 attached townhomes surrounded by single-family development on the western edge of Loveland and built between 1981-1990. Both communities have long ownership periods before resale and a low share of absentee-owned units.

Advisor believes that most of the potential owners of the new Site product would come from Loveland.

- Smaller **Knolls of Loveland** is only 26 townhome units tucked into the Downtown access along Loveland-Madeira Road and across from River Ridge above. Ownership is also lengthy, values much higher and only one unit is absentee-owned. Advisor notes that by product and access, ten of the 26 townhomes have resold in the last five years. Sprawling **White Pillars** by Drees is the adjunct to the large single-family development, a total 128 single-level attached homes built between 2005-2016, a span interrupted by the Great Recession. The proposed **Site would add 25 upscale townhomes** to this overall minor attached inventory in the upper reach of Loveland on North Second Street.

A trend that supports this upscale turnover is that homes sold over \$375,000 have ownership periods three years less than sales of lower price points. See Page 33.

- There is latent Loveland demand for new, attached and upscale housing choices for their smaller households. Stakeholders who have strong connections and history with Loveland, when considering the turnover of their older detached home to a new family, have few if any choices to remain in Loveland, especially from higher-value homes. As the support for new scaled multifamily brought choices to younger Loveland residents, early in their careers and life stations, Client and Loveland leadership should be tuned to the need for additional, upscale attached housing for older, accomplished residents hoping to open new chapters in life and remain connected to Loveland.

- Advisor then concludes that the proposed 25 new townhomes would help, but not solve, the lack of upscale attached housing product in Loveland. By our 20-years' experience and this focused research, the Site's new designs, price points and secluded location offer a select opportunity to serve Loveland households with an overlooked residential component seen today in nearly every sustainable housing submarket.

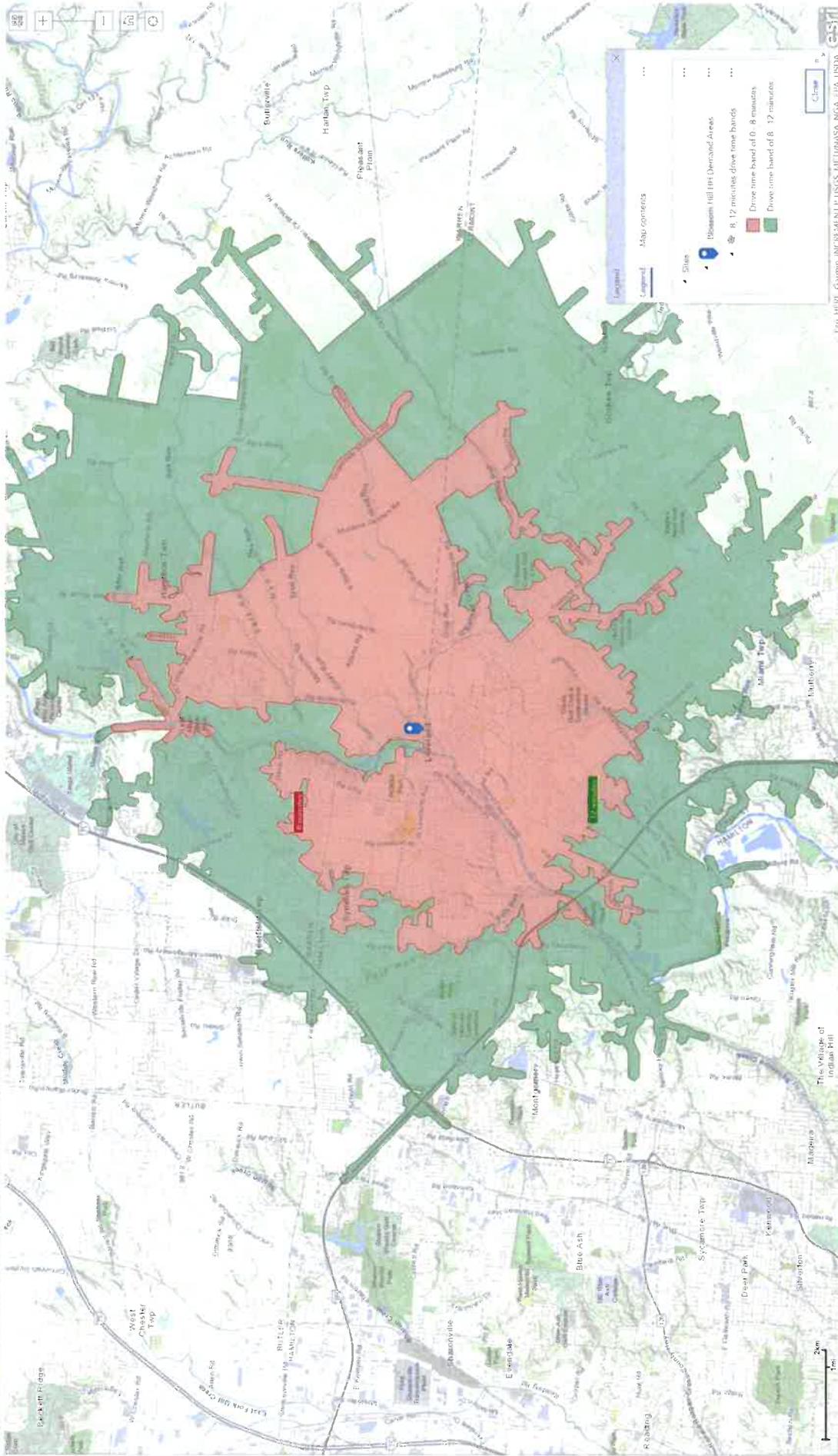
EXHIBIT D

LOVELAND HOUSING MARKET SEGMENTATION: DEMAND



EXHIBIT D

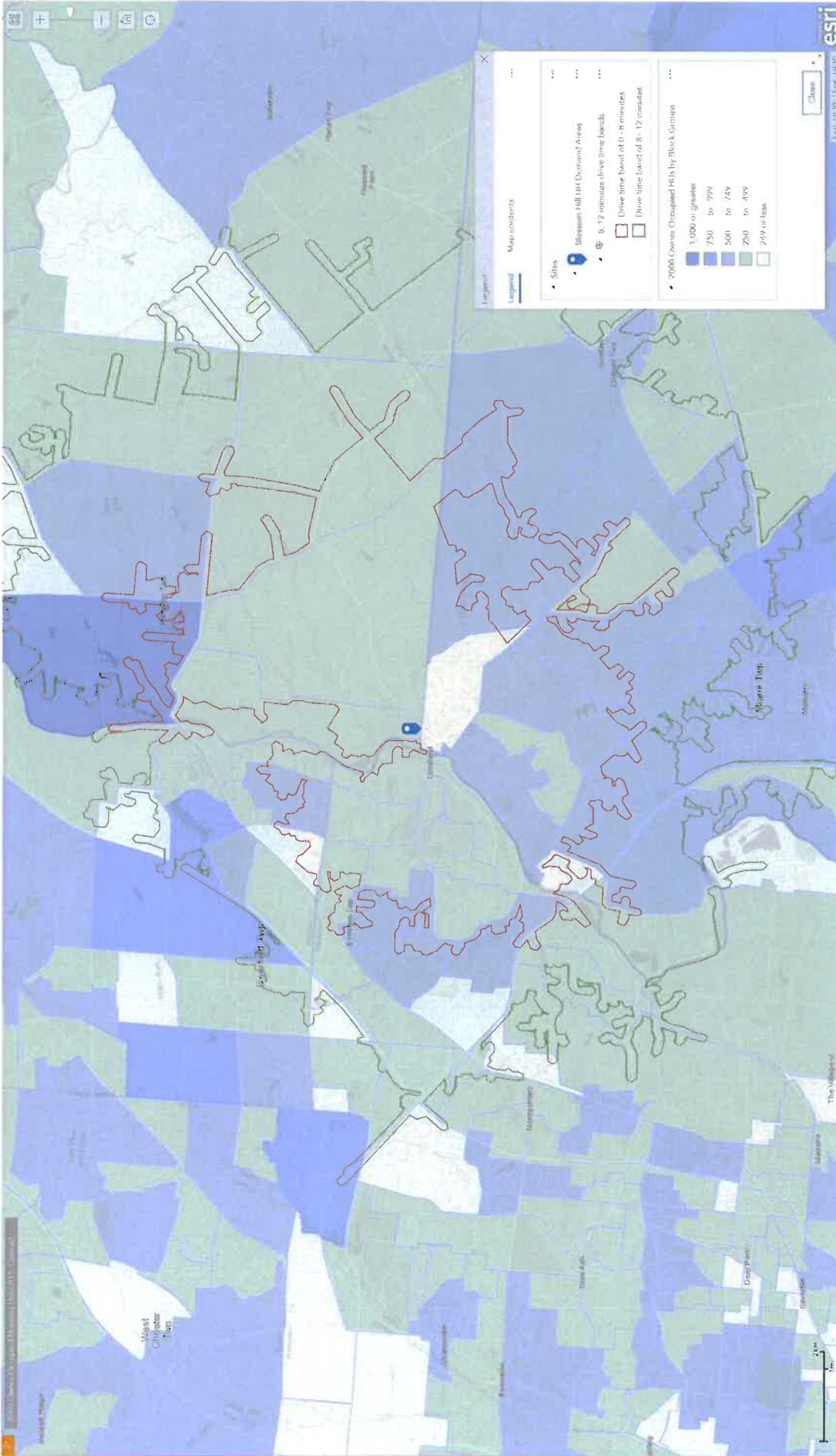
LOVELAND MARKET SEGMENTATION: DEMAND



The Platform screenshot above describes the household trade areas (Demand Areas) for consideration as demand for the proposed Site development in the Loveland housing market going forward. The blue pin locates the Site for this and the following graphics, N. Second Street and Lyon Avenue in Loveland, Ohio. The Core Demand Area (Core Area) is formed by an eight (8)-minute drive time in any direction from the Site, as shown above by the red shade, while another net Outer Demand Area (Outer Area) is market "ring" formed by an additional four (4) minutes of drive, a similar and loosely concentric twelve (12)-minute total drive time and exclusive of the Core Area and shown by the light green shade.

EXHIBIT D

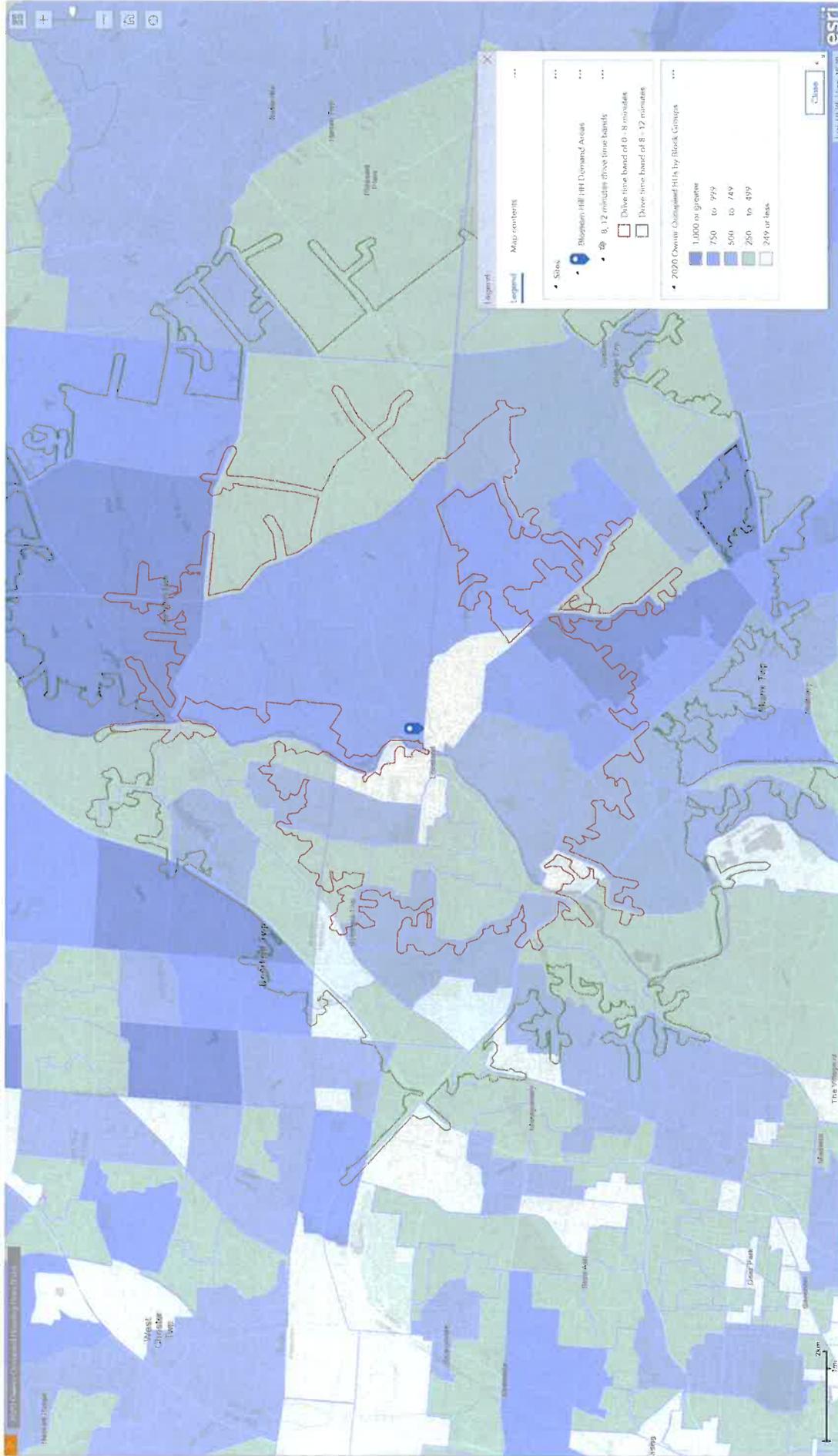
LOVELAND MARKET SEGMENTATION: DEMAND



The Platform screenshot above is a similar-scale graphic with the previous Demand Areas shown by their respective borders. This plot depicts the location and concentration of the **2000 owner-occupied households** by Census block groups per the legend at lower right. Using Census block group geography (updated every ten years), each distinct block group above represents 750-1,250 households and 3-5 block groups will typically create a standard Census tract. Advisor modeling considers each of these block groups a **super neighborhood** and uses this distinction in all the following graphical data plots.

EXHIBIT D

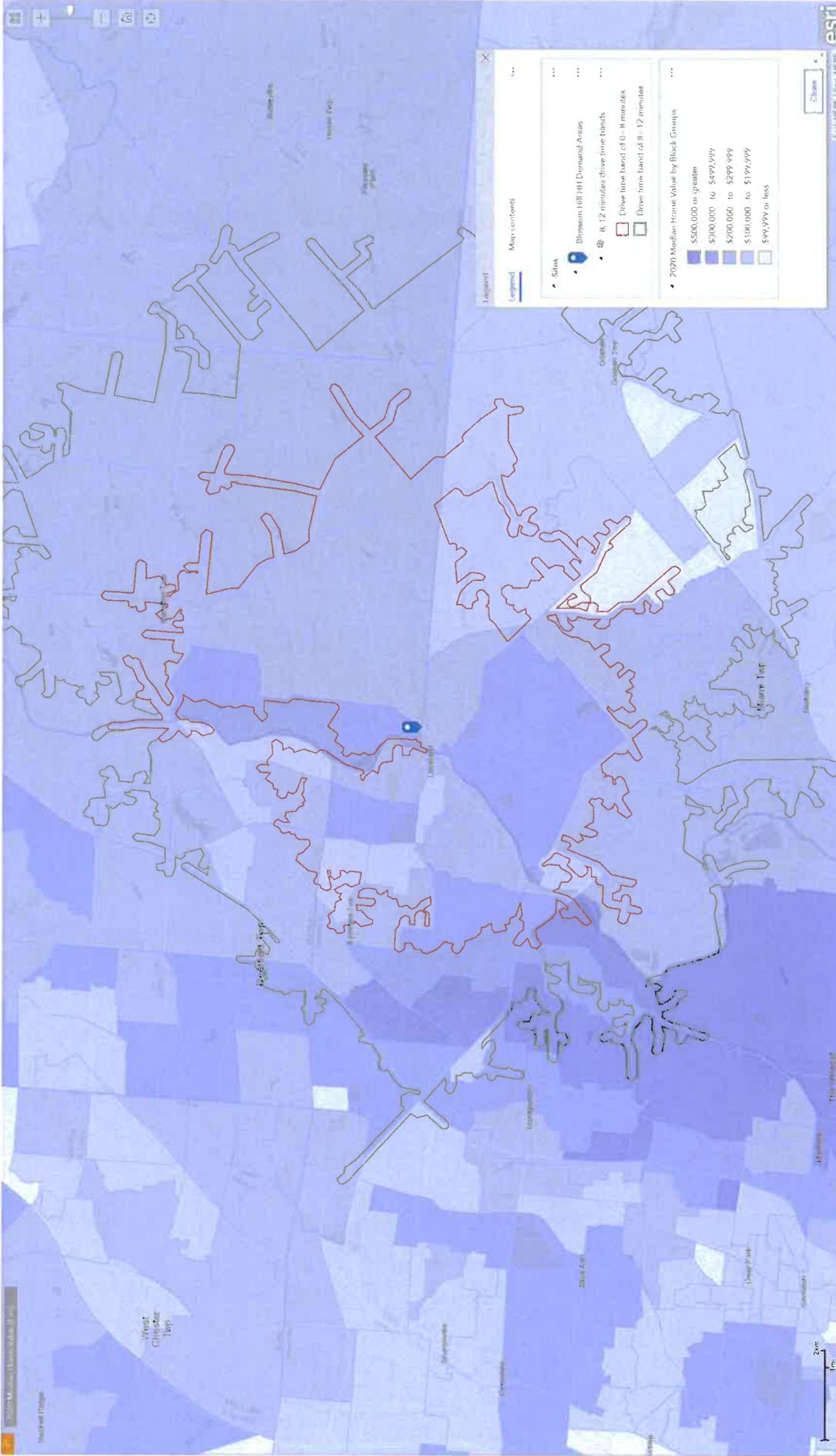
LOVELAND MARKET SEGMENTATION: DEMAND



The Platform screenshot above is a similar-scale graphic with the previous Demand Areas shown by their respective borders. This plot depicts the same owner-occupied household concentrations for 2020, twenty years later. This depicts growth seen east and north of the City of Loveland through a housing market surge (2000-2007), the sharp decline amid a financial crises (2008-2009), the market recovery (2010-2011) and the sustained housing market growth since.

EXHIBIT D

LOVELAND MARKET SEGMENTATION: DEMAND



The Platform screenshot above is a similar-scale graphic with the previous Demand Areas shown by their respective borders. This plot depicts the neighborhood concentration of median housing values per the legend at lower right.

EXHIBIT D

LOVELAND MARKET SEGMENTATION: DEMAND



The Platform screenshot above is a similar-scale graphic with the previous Demand Areas shown by their respective borders. This plot depicts the neighborhood concentration of median household incomes per the legend at lower right.

Loveland City, OH
 Loveland City, OH (3945108)
 Geography: Place

Market Foresight, Inc.

LOVELAND MARKET SEGMENTATION: DEMAND

The table at right provides current-year housing and household metrics for the City of Loveland only.

Over the last ten years, household growth has been just less than 5.0% and sourced primarily from new owners. Only 26 net rental households are reported. The five-year forecast (created before the Covid-19 interruptions) reflects tepid 1.5% overall growth.

Reported housing values span a wide range, from \$100,000-\$750,000, and value growth forecasted in all but the \$100,000-\$200,000 tiers.

Population		Households	
2010 Total Population	12,081	2020 Median Household Income	\$86,084
2020 Total Population	12,457	2025 Median Household Income	\$93,809
2025 Total Population	12,608	2020-2025 Annual Rate	1.73%
2020-2025 Annual Rate	0.24%		

Housing Units by Occupancy Status and Tenure	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
Total	4,961	100.0%	5,159	100.0%	5,249	100.0%
Occupied	4,701	94.8%	4,912	95.2%	4,987	95.0%
Owner	3,443	69.4%	3,628	70.3%	3,682	70.1%
Renter	1,258	25.4%	1,284	24.9%	1,305	24.9%
Vacant	260	5.2%	246	4.8%	262	5.0%

Owner Occupied Housing Units by Value	2020		2025	
	Number	Percent	Number	Percent
Total	3,629	100.0%	3,683	100.0%
<\$50,000	24	0.7%	11	0.3%
\$50,000-\$99,999	271	7.5%	146	4.0%
\$100,000-\$149,999	438	12.1%	272	7.4%
\$150,000-\$199,999	563	15.5%	418	11.3%
\$200,000-\$249,999	755	20.8%	804	21.8%
\$250,000-\$299,999	334	9.2%	366	9.9%
\$300,000-\$399,999	557	15.3%	725	19.7%
\$400,000-\$499,999	334	9.2%	440	11.9%
\$500,000-\$749,999	308	8.5%	453	12.3%
\$750,000-\$999,999	43	1.2%	47	1.3%
\$1,000,000-\$1,499,999	2	0.1%	1	0.0%
\$1,500,000-\$1,999,999	0	0.0%	0	0.0%
\$2,000,000+	0	0.0%	0	0.0%
Median Value	\$234,338		\$276,025	
Average Value	\$279,361		\$319,624	

Census 2010 Housing Units	2020		2025	
	Number	Percent	Number	Percent
Total	4,961	100.0%	4,961	100.0%
In Urbanized Areas	4,928	99.3%	4,928	99.3%
In Urban Clusters	0	0.0%	0	0.0%
Rural Housing Units	33	0.7%	33	0.7%



2020 Housing Profile

Loveland City, OH
 Loveland City, OH (3945108)
 Geography: Place

Market Foresight, Inc.

LOVELAND MARKET SEGMENTATION: DEMAND

The table at right provides current-year housing and household metrics for the City of Loveland only.

The Housing Profile also relies on the last Census 2010 deep data for key underlying metrics. Then, there were 4,701 total housing units and 3,443 owner-occupied or 73%. The minor housing vacancies reported were tied to the transience of rental properties and those homes for sale.

With more details to follow, the Profile noted that householder over 55 years were 42% of all homeowners. Also, some 55% of owners reported having only 1-2 occupants at home.

Census 2010 Owner Occupied Housing Units by Mortgage Status		
	Number	Percent
Total	3,443	100.0%
Owned with a Mortgage/Loan	2,767	80.4%
Owned Free and Clear	676	19.6%

Census 2010 Vacant Housing Units by Status		
	Number	Percent
Total	260	100.0%
For Rent	95	36.5%
Rented- Not Occupied	0	0.0%
For Sale Only	62	23.8%
Sold - Not Occupied	16	6.2%
Seasonal/Recreational/Occasional Use	21	8.1%
For Migrant Workers	0	0.0%
Other Vacant	66	25.4%

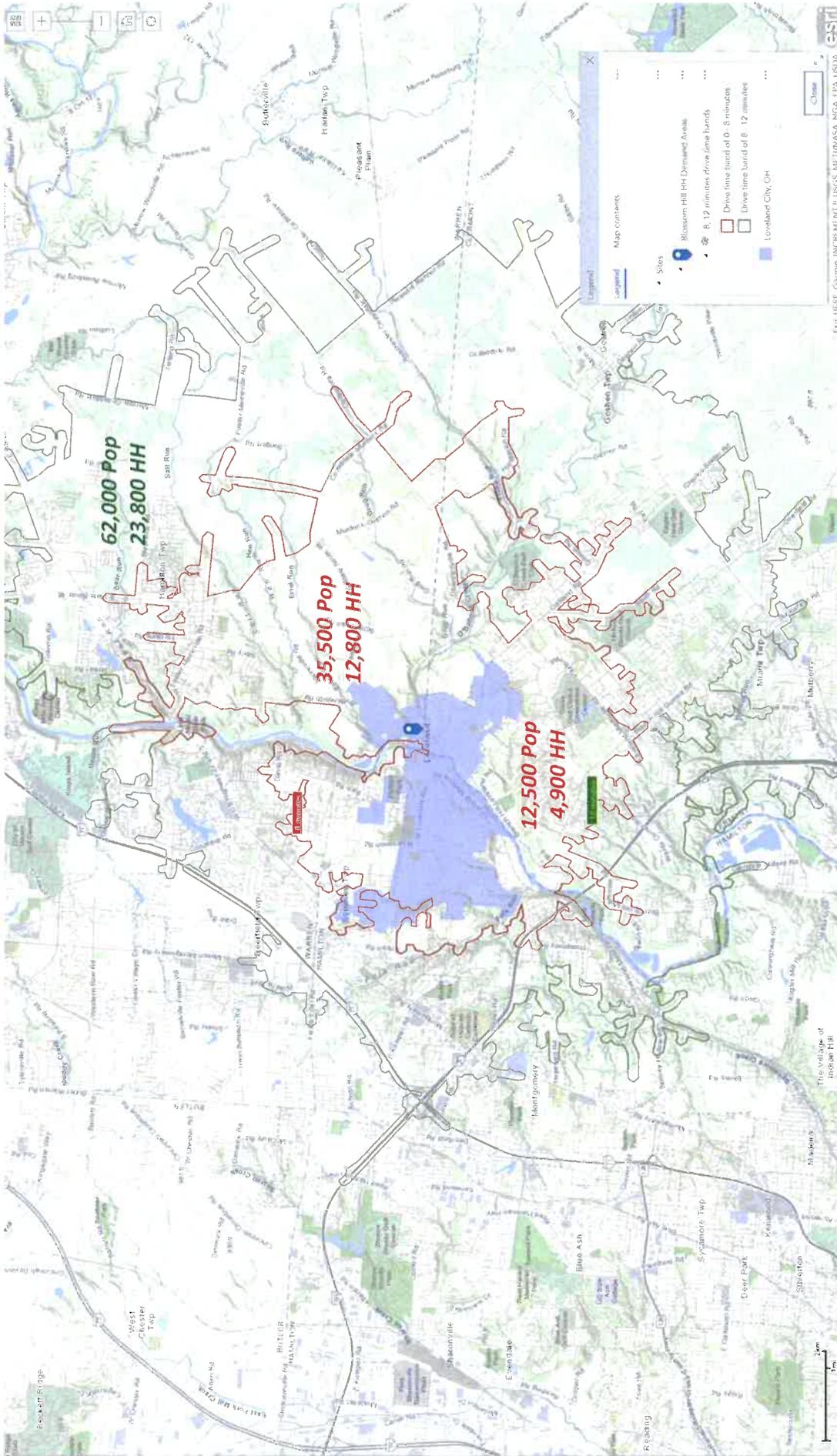
Census 2010 Occupied Housing Units by Age of Householder and Home Ownership			
	Occupied Units	Owner Occupied Units	% of Occupied
Total	4,701	3,443	73.2%
15-24	154	11	7.1%
25-34	681	400	58.7%
35-44	894	677	75.7%
45-54	1,100	915	83.2%
55-64	819	699	85.3%
65-74	473	403	85.2%
75-84	351	259	73.8%
85+	229	79	34.5%

Census 2010 Occupied Housing Units by Size and Home Ownership			
	Occupied Units	Owner Occupied Units	% of Occupied
Total	4,701	3,443	73.2%
1-Person	1,235	708	57.3%
2-Person	1,490	1,180	79.2%
3-Person	762	564	74.0%
4-Person	773	634	82.0%
5-Person	305	252	82.6%
6-Person	108	87	80.6%
7+ Person	28	18	64.3%

2020 Housing Affordability	
	Percent of Income for Mortgage
Housing Affordability Index	198
Percent of Income for Mortgage	11.4%

EXHIBIT D

LOVELAND MARKET SEGMENTATION: DEMAND



The Platform screenshot above is a similar-scale graphic with the previous Demand Areas shown by their respective borders. This plot depicts the City of Loveland within the previous Core Area and current-year 2020 counts of population and households. There are 12,500 residents in Loveland within 4,900 households. Expanded to the Core Area 8-minute boundary, the total counts are 35,500 population and 12,800 households. Because of the connection to Montgomery, plus Symmes and Miami Townships, the net Outer Area beyond 8 minutes has 62,000 more population and 23,800 more households.

Blossom Hill HH Demand Areas
 N 2nd St, Loveland, Ohio, 45140
 Drive Time Band: 0 - 8 minute radius

Market Foresight, Inc.
 Latitude: 39.27051
 Longitude: -84.25390

As mentioned on Page 12, the Profile at right depicts **current-year 2020 metrics** for the Core Area of 8-minutes' drive that includes the City of Loveland and surrounding neighborhoods.

Householders **over 55 years** account for **46%** of households and is forecasted to grow nearly 3.0% by 2025. Those over 65 years are 14% of households, up from 10% ten years ago.

Many of these are the most affluent by income in the submarket. Those over 55 and incomes over \$100,000 are 45% of all such households, while those over 65 and incomes over \$100,000 remain almost 30% of their households.

These data are provided to note that Loveland and their surrounding neighborhoods have a significant and growing share of older homeowners with strong household incomes.

Demographic Summary	Census 2010	2020	2025	2020-2025 Change	2020-2025 Annual Rate
Total Population	33,544	35,489	36,533	1,044	0.58%
Population 50+	10,118	12,794	13,808	1,014	1.54%
Median Age	38.3	39.5	40.7	1.2	0.60%
Households	11,938	12,753	13,159	406	0.63%
% Householders 55+	36.3%	45.8%	48.4%	2.6	1.11%
Total Owner-Occupied Housing Units	9,800	10,298	10,642	344	0.66%
Total Renter-Occupied Housing Units	2,138	2,455	2,517	62	0.50%
Owner/Renter Ratio (per 100 renters)	458	419	423	4.0	0.19%
Median Home Value	-	\$277,353	\$315,299	\$37,946	2.60%
Average Home Value	-	\$317,148	\$347,493	\$30,345	1.84%
Median Household Income	-	\$102,779	\$108,363	\$5,584	1.06%
Median Household Income for Householder 55+	-	\$87,697	\$94,553	\$6,856	1.52%

	Census 2010		2020		2025	
Total Population	Number	% of Total	Number	% of Total	Number	% of Total
Total(50+)	10,118	30.2%	12,794	36.1%	13,808	37.8%
50-54	2,901	8.6%	2,671	7.5%	2,430	6.7%
55-59	2,213	6.6%	2,811	7.9%	2,511	6.9%
60-64	1,654	4.9%	2,417	6.8%	2,568	7.0%
65-69	1,124	3.4%	1,840	5.2%	2,256	6.2%
70-74	768	2.3%	1,270	3.6%	1,688	4.6%
75-79	582	1.7%	794	2.2%	1,139	3.1%
80-84	455	1.4%	483	1.4%	639	1.7%
85+	421	1.3%	508	1.4%	577	1.6%
65+	3,350	10.0%	4,895	13.8%	6,299	17.2%
75+	1,458	4.3%	1,785	5.0%	2,355	6.4%

	2020 Households by Income and Age of Householder 55+					
	55-64	Percent	65-74	Percent	75+	Percent
Total	2,923	100%	1,781	100%	1,137	100%
<\$15,000	123	4.2%	96	5.4%	83	7.3%
\$15,000-\$24,999	86	2.9%	86	4.8%	104	9.1%
\$25,000-\$34,999	100	3.4%	108	6.1%	120	10.6%
\$35,000-\$49,999	141	4.8%	167	9.4%	257	22.6%
\$50,000-\$74,999	363	12.4%	352	19.8%	316	27.8%
\$75,000-\$99,999	342	11.7%	302	17.0%	85	7.5%
\$100,000-\$149,999	684	23.4%	329	18.5%	92	8.1%
\$150,000-\$199,999	403	13.8%	172	9.7%	25	2.2%
\$200,000+	681	23.3%	170	9.5%	54	4.7%
Median HH Income	\$117,093		\$80,290		\$50,177	
Average HH Income	\$152,419		\$105,149		\$69,110	

Blossom Hill HH Demand Areas
 N 2nd St, Loveland, Ohio, 45140
 Drive Time Band: 0 - 8 minute radius

Market Foresight, Inc.

Top Twenty Tapestry Segments

Rank	Tapestry Segment	2020 Households		2020 U.S. Households		Index
		Percent	Cumulative Percent	Percent	Cumulative Percent	
1	Professional Pride (1B)	29.2%	29.2%	1.6%	1.6%	1792
2	Soccer Moms (4A)	14.1%	43.3%	3.0%	4.6%	478
3	Green Acres (6A)	13.7%	57.0%	3.2%	7.8%	422
4	Savvy Suburbanites (1D)	10.3%	67.3%	3.0%	10.8%	346
5	Middleburg (4C)	8.2%	75.5%	2.9%	13.7%	279
	Subtotal	75.5%		13.7%		
6	Retirement Communities (9E)	7.4%	82.9%	1.2%	14.9%	616
7	Boomburbs (1C)	4.2%	87.2%	1.8%	16.7%	240
8	Traditional Living (12B)	4.1%	91.3%	1.9%	18.6%	215
9	Front Porches (8E)	3.7%	95.0%	1.6%	20.2%	238
10	Bright Young Professionals (8C)	2.3%	97.4%	2.3%	22.5%	104
	Subtotal	21.7%		8.8%		
11	Salt of the Earth (6B)	1.4%	98.7%	2.9%	25.4%	48
12	Top Tier (1A)	0.8%	99.6%	1.7%	27.1%	49
13	Southern Satellites (10A)	0.3%	99.8%	3.2%	30.3%	8
14	Comfortable Empty Nesters (5A)	0.2%	100.0%	2.4%	32.7%	6
	Subtotal	2.7%		10.2%		
	Total	100		32.6		307

Beyond base household demographics shown graphically, Advisor employs more sophisticated market segmentation data to categorize senior households by their shared lifestyles.

The table at right is an excerpt of the top Esri® Tapestry market segments found today in the Core Area by households (not population). The multi-database segmentation approach categorize all of the market's households into one of 67 distinct lifestyle segments by mixing a wide array of Census, lifestyle, financial and other public and private data, each with a distinctive lifestyle name.

All of the Core Area householders fall within just 14 of the Tapestry market segments seen at right. Advisor then focuses on three with the penchant for ownership, local ties and smaller, new attached housing.



LOVELAND MARKET SEGMENTATION: DEMAND



The Tapestry narrative that begins at right highlights the value of household segmentation as a resource, deep national data that becomes a proxy of housing preference for any similar households that may be found near the Site.

A key household segment found nearby the Site is shown at right,

Savvy Suburbanites, from the top Esri® LifeMode group of Affluent Estates.

Households from this segment are wealthy, move-down couples found in older suburbs.

Savvy Suburbanites account for only 3.0% of all American households, yet are 10% of all households in the Core Area.

Their national lifestyle overview begins right.

LifeMode Group: Affluent Estates

Savvy Suburbanites

Households: 3,664,200

Average Household Size: 2.85

Median Age: 45.1

Median Household Income: \$108,700



WHO ARE WE?

Savvy Suburbanites residents are well educated, well read, and well capitalized. Families include empty nesters and empty nester wannabes, who still have adult children at home. Located in older neighborhoods outside the urban core, their suburban lifestyle includes home remodeling and gardening plus the active pursuit of sports and exercise. They enjoy good food and wine, plus the amenities of the city's cultural events.

OUR NEIGHBORHOOD

- Established neighborhoods (most built between 1970 and 1990) found in the suburban periphery of large metropolitan markets.
- Married couples with no children or older children; average household size is 2.85.
- 91% owner occupied; 66% mortgaged (Index 160).
- Primarily single-family homes, with a median value of \$362,900 (Index 161).
- Low vacancy rate at 3.8%.

SOCIOECONOMIC TRAITS

- Education: 50.6% college graduates; 77.6% with some college education.
- Low unemployment at 3.5% (Index 65); higher labor force participation rate at 67.9% (Index 109) with proportionately more 2-worker households at 62.2% (Index 120).
- Well-connected consumers that appreciate technology and make liberal use of it for everything from shopping and banking to staying current and communicating.
- Informed shoppers that do their research prior to purchasing and focus on quality.



From The index represents the rate of the segment rate to the US rate multiplied by 100. Consumer preferences are estimated from data by GfK MRI.

LOVELAND MARKET SEGMENTATION: DEMAND

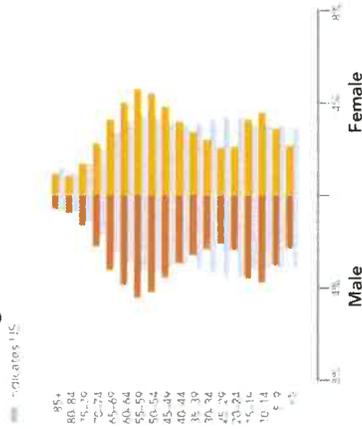
LifeMode Group: Affluent Estates
1D Savvy Suburbanites
 esri.com/tapestry

Their household ages range skew older, between 40-69 for both sexes. Race and ethnicity generally align with the racial shares found within the Core Area, though shares of whites are ten points higher.

They enjoy good adjusted median incomes of 108,700, and work in management, sales and health care fields.

AGE BY SEX

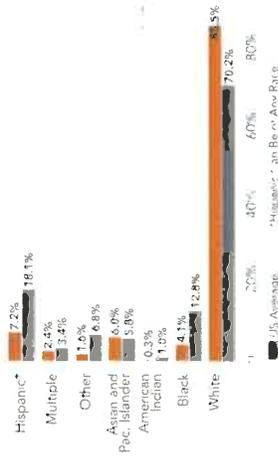
Median Age: 45.1 US: 38.2



RACE AND ETHNICITY

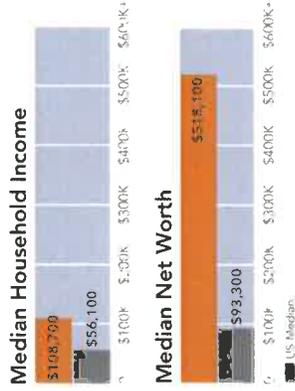
The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Diversity Index: 36.2 US: 64.0



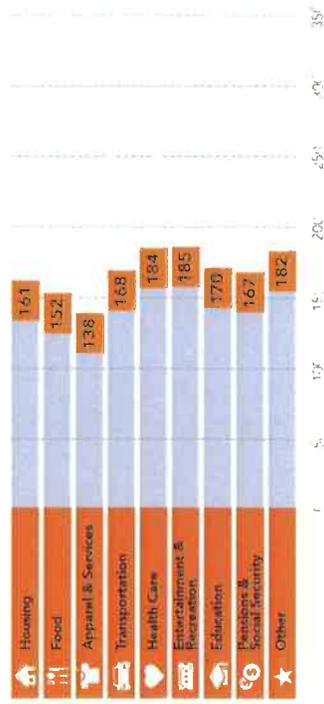
INCOME AND NET WORTH

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.



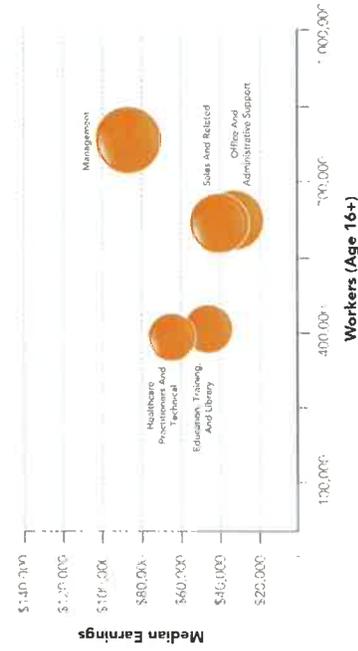
AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.



LOVELAND MARKET SEGMENTATION: DEMAND

The continued narrative speaks to this segment's strong penchant for housing ownership, keeping active and creating wealth.



LifeMode Group: Affluent Estates
Savvy Suburbanites

MARKET PROFILE (Consumer preferences or attitudes estimated from data by GfK MRI)

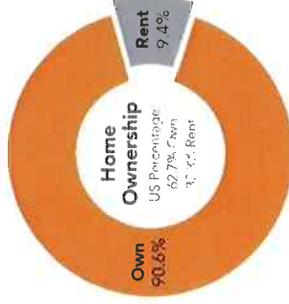
- Residents prefer late model, family-oriented vehicles: SUVs, minivans, and station wagons.
- Gardening and home remodeling are priorities, usually DIY. Riding mowers and power tools are popular, although they also hire contractors for the heavy lifting.
- There is extensive use of housekeeping and personal care services.
- Foodies: They like to cook and prefer natural or organic products.
- These investors are financially active, using a number of resources for informed investing. They are not afraid of debt; many households carry first and second mortgages, plus home equity credit lines.
- Physically fit, residents actively pursue a number of sports, from skiing to golf, and invest heavily in sports gear and exercise equipment.

HOUSING

Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



Typical Housing:
Single Family
Median Value:
\$362,900
US Median: \$207,300



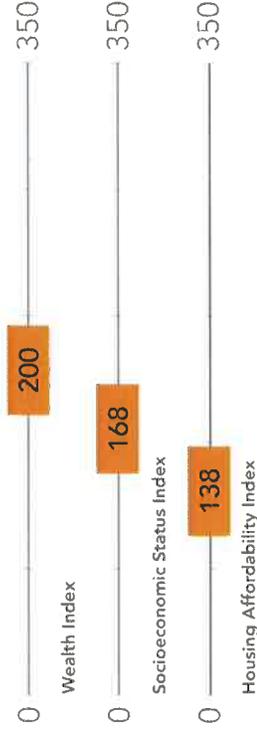
POPULATION CHARACTERISTICS

Total population, average annual population change since Census 2010, and average density (population per square mile) are displayed for the market relative to the size and change among all Tapestry markets. Data estimated by Esri.



ESRI INDEXES

Esri developed three indexes to display average household wealth, socioeconomic status, and housing affordability for the market relative to US standards.



LOVELAND MARKET SEGMENTATION: DEMAND

LifeMode Group: Affluent Estates

1D S savvy Suburbanites

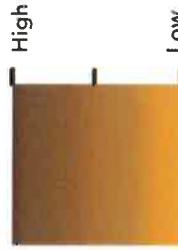
TAPESTRY SEGMENTATION
esri.com/tapestry

Lastly, to see how this segment tends to cluster in major metropolitan areas, Tapestry provides this national map of concentration, with this segment seen concentrated in most every national metro.

Advisor also locates the Cincinnati metro with a **red ellipse** at right.

SEGMENT DENSITY

This map illustrates the density and distribution of the Savvy Suburbanites Tapestry Segment by households.



For more information
1-800-447-9778
info@esri.com
esri.com



LOVELAND MARKET SEGMENTATION: DEMAND



The Tapestry narrative that begins at right highlights the value of household segmentation as a resource, deep national data that becomes a proxy of housing preference for any similar households that may be found near the Site.

A key household segment found nearby the Site is shown at right,

Savvy Suburbanites, from the top Esri® LifeMode group of Affluent Estates. Households from this segment are wealthy, move-down couples found in older suburbs.

Savvy Suburbanites account for only 3.0% of all American households, yet are 10% of all households in the Core Area.

Their national lifestyle overview begins right.

LifeMode Group: Affluent Estates

Savvy Suburbanites

Households: 3,664,200

Average Household Size: 2.85

Median Age: 45.1

Median Household Income: \$108,700

1D

WHO ARE WE?

Savvy Suburbanites residents are well educated, well read, and well capitalized. Families include empty nesters and empty nester wannabes, who still have adult children at home. Located in older neighborhoods outside the urban core, their suburban lifestyle includes home remodeling and gardening plus the active pursuit of sports and exercise. They enjoy good food and wine, plus the amenities of the city's cultural events.

OUR NEIGHBORHOOD

- Established neighborhoods (most built between 1970 and 1990) found in the suburban periphery of large metropolitan markets.
- Married couples with no children or older children; average household size is 2.85.
- 91% owner occupied; 66% mortgaged (Index 160).
- Primarily single-family homes, with a median value of \$362,900 (Index 161).
- Low vacancy rate at 3.8%.

SOCIOECONOMIC TRAITS

- Education: 50.6% college graduates; 77.6% with some college education.
- Low unemployment at 3.5% (Index 65); higher labor force participation rate at 67.9% (Index 109) with proportionately more 2-worker households at 62.2% (Index 120).
- Well-connected consumers that appreciate technology and make liberal use of it for everything from shopping and banking to staying current and communicating.
- Informed shoppers that do their research prior to purchasing and focus on quality.



Note: The Index represents the ratio of the segment rate to the US rate multiplied by 100. Consumer preferences are aggregated from data by GfK MRI.

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2020 Tapestry Segmentation Area Profile

Blossom Hill HH Demand Areas
 N 2nd St, Loveland, Ohio, 45140
 Drive Time Band: 0 - 8 minute radius
 Market Foresight, Inc.
 Latitude: 39.27051
 Longitude: -84.25390

Tapestry LifeMode Groups	2020 Households		2020 Adult Population	
	Number	Percent	Number	Percent
Total:	12,751	100.0%	26,310	100.0%
1. Affluent Estates	5,683	44.6%	12,793	48.6%
Top Tier (1A)	104	0.8%	213	0.8%
Professional Pride (1B)	3,726	29.2%	8,498	32.3%
Boomburbs (1C)	541	4.2%	1,147	4.4%
Savvy Suburbanites (1D)	1,312	10.3%	2,935	11.2%
Exurbanites (1E)	0	0.0%	0	0.0%
2. Upscale Avenues	0	0.0%	0	0.0%
Urban Chic (2A)	0	0.0%	0	0.0%
Pleasantville (2B)	0	0.0%	0	0.0%
Pacific Heights (2C)	0	0.0%	0	0.0%
Enterprising Professionals (2D)	0	0.0%	0	0.0%
3. Uptown Individuals	0	0.0%	0	0.0%
Laptops and Lattes (3A)	0	0.0%	0	0.0%
Metro Renters (3B)	0	0.0%	0	0.0%
Trendsetters (3C)	0	0.0%	0	0.0%
4. Family Landscapes	2,845	22.3%	5,551	21.1%
Soccer Moms (4A)	1,798	14.1%	3,636	13.8%
Home Improvement (4B)	0	0.0%	0	0.0%
Middleburg (4C)	1,047	8.2%	1,915	7.3%
5. GenXurban	20	0.2%	39	0.1%
Comfortable Empty Nesters	20	0.2%	39	0.1%
In Style (5B)	0	0.0%	0	0.0%
Parks and Rec (5C)	0	0.0%	0	0.0%
Rustbelt Traditions (5D)	0	0.0%	0	0.0%
Midlife Constants (5E)	0	0.0%	0	0.0%
6. Cozy Country Living	1,920	15.1%	4,014	15.3%
Green Acres (6A)	1,746	13.7%	3,654	13.9%
Salt of the Earth (6B)	174	1.4%	360	1.4%
The Great Outdoors (6C)	0	0.0%	0	0.0%
Prairie Living (6D)	0	0.0%	0	0.0%
Rural Resort Dwellers (6E)	0	0.0%	0	0.0%
Heartland Communities (6F)	0	0.0%	0	0.0%
7. Ethnic Enclaves	0	0.0%	0	0.0%
Up and Coming Families (7A)	0	0.0%	0	0.0%
Urban Villages (7B)	0	0.0%	0	0.0%
American Dreamers (7C)	0	0.0%	0	0.0%
Barrios Urbanos (7D)	0	0.0%	0	0.0%
Valley Growers (7E)	0	0.0%	0	0.0%
Southwestern Families (7F)	0	0.0%	0	0.0%

The table at right casts all of the 67 ESR® Tapestry household market segments into LifeMode Groups by their respective counts and overall share within the Core Area at near right and the net Outer Area at far right. There are total of 14 LifeMode Groups.

These respective LifeMode Groups each share a lifestyle experience, relative to the Beaver Creek housing market. A second, separate Esri® Tapestry summary grouping by their Urbanization would then sort these same segments by a common locale rather than lifestyle (Urbanization not provided).

For the Core Area, Advisor has highlighted 6 of 14 local segments in red text seen diversely among four of the LifeMode Groups Affluent Estates, Family Landscapes, GenXurban and Cozy County Living.

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

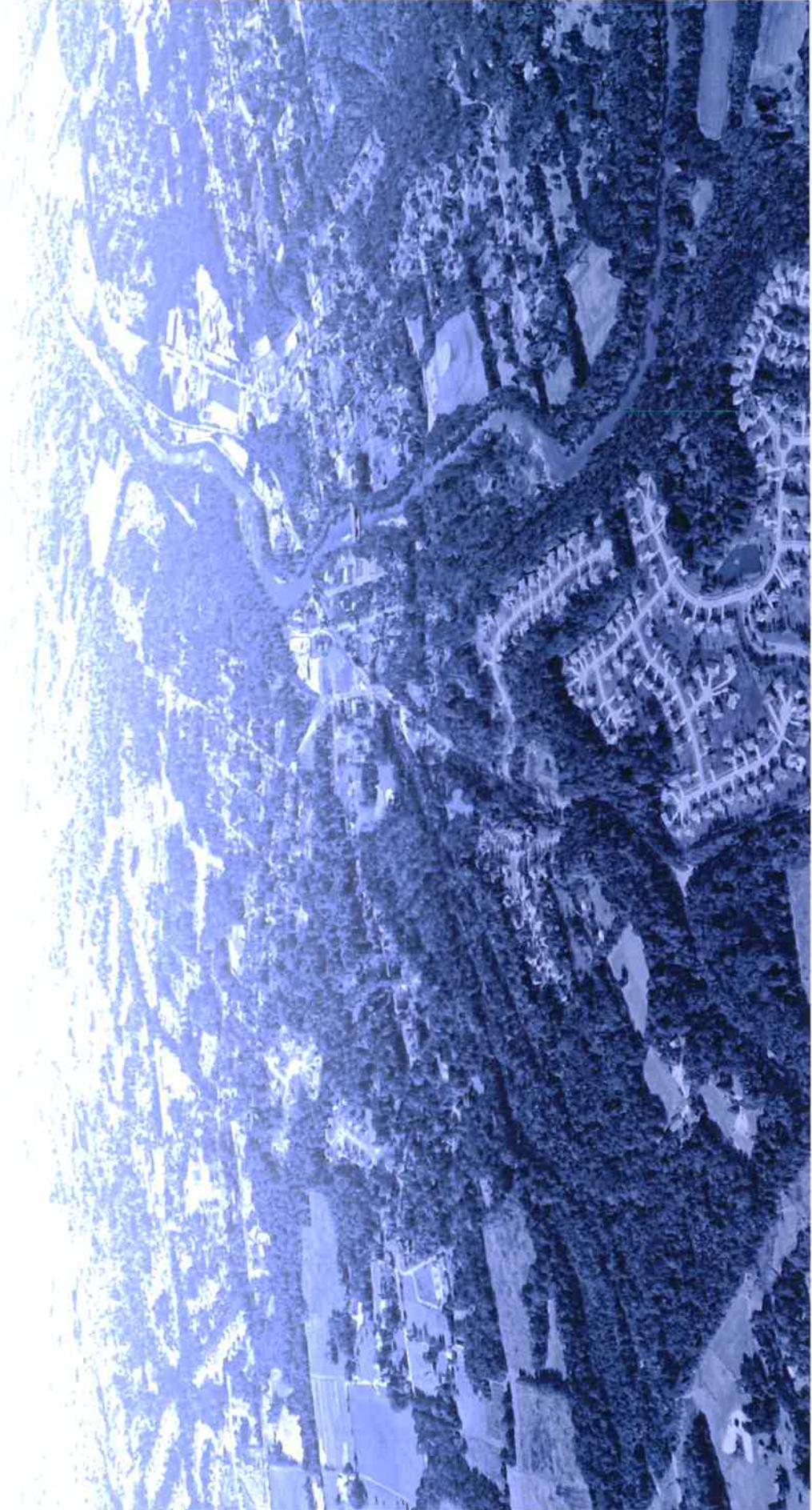


EXHIBIT D

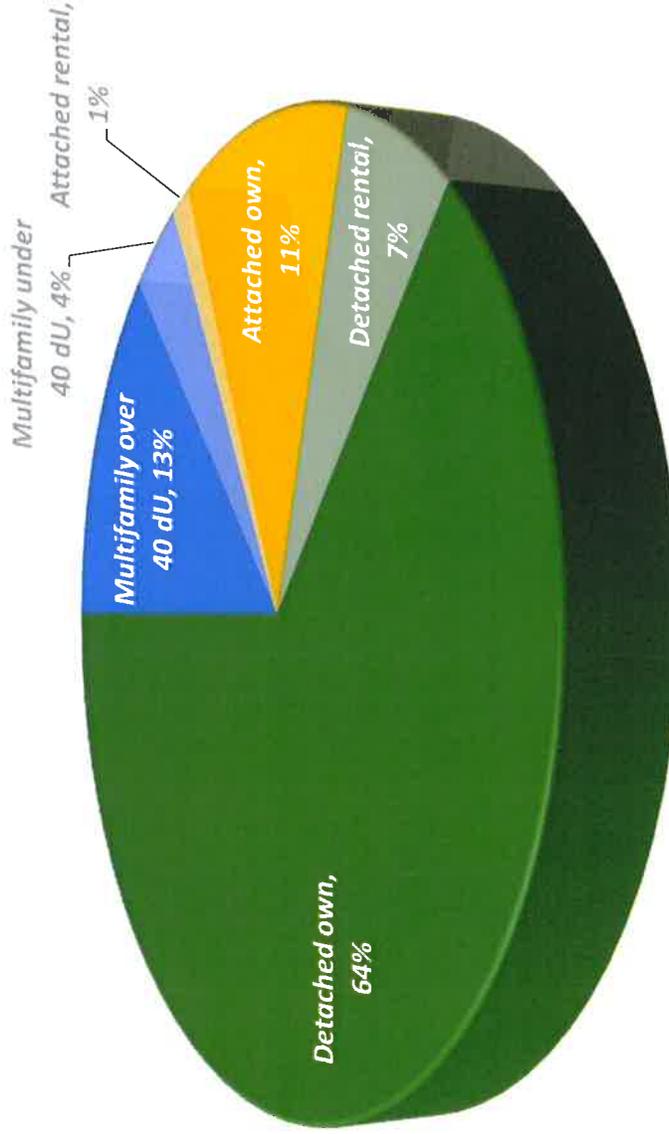
LOVELAND HOUSING MARKET AHEAD: SUPPLY

Subdivision	Type	Owner	Seller	ReDate	SalePrice	MktValue	BidArea	YrBuilt	OwntStat	Land Use	County Land Use	Timein	PriorTime	Stus	PriorPric	PriorPric	City	State	ZIP	
3661 Stonelybrook Sub	Bank			28-Apr-17	50,000	96,000	125.7	1959	A	Sr	Resid single Family (S10)	3.37	0.81		29-Jun-16	66,000	25 Highbrook Dr	Loveland	Oh	45140
3662 Stonelybrook Sub	Bank			22-Jan-85	50,000	210,350	220.8	1925	O	Sr	Resid single Family (S10)	36.63			29-Jun-16	86,000	816 Hilde Ln	Loveland	Oh	45140
3663 Stonelybrook Sub	Bank			17-Nov-11	49,100	191,910	179.6	1962	O	Sr	Resid single Family (S10)	3.80	17.49		26-May-04	71,000	1001 Marbea Dr	Loveland	Oh	45140
3664 Stonelybrook Sub	Bank			30-May-19	48,320	156,680	197.5	1975	O	Sr	Resid single Family (S10)	1.26	11.18		28-Mar-08	137,500	807 Debra Ln	Loveland	Oh	45140
3665 Stonelybrook Sub	Bank			4-Aug-15	90,000	108,900	108.9	1962	O	Sr	Resid single Family (S10)	5.08	19.92		18-Aug-04	109,000	1042 Marbea Dr	Loveland	Oh	45140
3666 Stonelybrook Sub	Bank			5-Nov-13	55,000	136,130	145.2	1969	O	Sr	Resid single Family (S10)	6.82			18-Aug-04	109,000	1042 Marbea Dr	Loveland	Oh	45140
3667 Stonelybrook Sub	Bank			32-Jul-08	85,000	93,140	119.6	1962	O	Sr	Resid single Family (S10)	14.15	5.79		29-Sep-01	84,000	911 Mohican Dr	Loveland	Oh	45140
3668 Stonelybrook Sub	Bank			7-Jun-15	61,000	101,340	132.6	1962	A	Sr	Resid single Family (S10)	5.65	22.47		24-Jul-92	72,500	907 Mohican Dr	Loveland	Oh	45140
3669 Stonelybrook Sub	Bank			11-Sep-12	60,000	89,510	115.9	1957	A	Sr	Resid single Family (S10)	7.98	14.67		14-Jan-99	54,000	29 Miamview Dr	Loveland	Oh	45140
3670 Stonelybrook Sub	Corp			14-May-20	118,500	104,100	116.9	1963	A	Sr	Resid single Family (S10)	0.26	21.65		21-Dec-98	85,700	716 Marbea Dr	Loveland	Oh	45140
3671 Stonelybrook Sub	Corp			28-May-20	140,000	101,160	106.9	1963	A	Sr	Resid single Family (S10)	0.36	34.56		21-Dec-98	85,700	716 Marbea Dr	Loveland	Oh	45140
3672 Stonelybrook Sub	Corp			27-Apr-20	175,000	116,550	175.0	1970	A	Sr	Resid single Family (S10)	0.25	34.83		21-Dec-98	85,700	716 Marbea Dr	Loveland	Oh	45140
3673 Stonelybrook Sub	Corp			22-Jul-19	137,000	109,550	126.9	1965	O	Sr	Resid single Family (S10)	1.12	14.73		1-Nov-04	102,500	807 Kenmar Dr	Loveland	Oh	45140
3674 Stonelybrook Sub	Corp			9-May-86	47,000	106,040	135.0	1962	O	Sr	Resid single Family (S10)	34.34	4.11		1-Apr-82	44,500	831 Marbea Dr	Loveland	Oh	45140
3675 Stonelybrook Sub	Corp			1-Oct-97	81,000	110,900	97.2	1991	O	Sr	Resid single Family (S10)	22.93	2.21		23-Aug-95	83,000	831 Marbea Dr	Loveland	Oh	45140
3676 Stonelybrook Sub	Corp			22-Dec-04	100,500	99,440	97.2	1964	O	Sr	Resid single Family (S10)	15.70	15.90		1-Feb-89	83,000	831 Marbea Dr	Loveland	Oh	45140
3677 Stonelybrook Sub	Corp			27-May-86	47,000	95,050	106.9	1963	O	Sr	Resid single Family (S10)	34.29			3-Jun-96	97,000	818 Glenford Dr	Loveland	Oh	45140
3678 Stonelybrook Sub	Corp			2-Nov-16	137,000	137,000	156.8	1976	A	Sr	Resid single Family (S10)	3.83	20.43		3-Jun-96	97,000	818 Glenford Dr	Loveland	Oh	45140
3679 Stonelybrook Sub	Corp			20-Apr-18	139,500	89,950	94.5	1963	O	Sr	Resid single Family (S10)	1.27	24.36		29-Aug-90	75,000	731 Mohican Dr	Loveland	Oh	45140
3680 Stonelybrook Sub	Corp			2-Jun-15	136,000	136,000	156.6	1977	A	Sr	Resid single Family (S10)	5.67	24.36		29-Aug-90	75,000	731 Mohican Dr	Loveland	Oh	45140
3681 Stonelybrook Sub	Corp			24-Apr-20	125,000	125,000	95.7	1959	O	Sr	Resid single Family (S10)	0.36	4.24		29-Jan-16	125,000	713 Mohican Dr	Loveland	Oh	45140
3682 Stonelybrook Sub	Corp			28-Feb-13	112,000	140,700	149.9	1963	O	Sr	Resid single Family (S10)	7.51	20.25		4-Dec-92	137,000	713 Mohican Dr	Loveland	Oh	45140
3683 Stonelybrook Sub	Corp			11-Apr-16	117,000	117,000	106.9	1963	O	Sr	Resid single Family (S10)	4.39	1.07		18-Mar-15	137,000	849 Marbea Dr	Loveland	Oh	45140
3684 Stonelybrook Sub	Corp			21-Jan-15	159,000	159,000	152.0	1975	O	Sr	Resid single Family (S10)	5.62	8.74		27-Apr-06	157,500	811 Debra Ln	Loveland	Oh	45140
3685 Stonelybrook Sub	Corp			26-Feb-14	225,500	138,320	156.8	1975	O	Sr	Resid single Family (S10)	6.52	10.39		8-Oct-03	132,000	810 Hilde Ln	Loveland	Oh	45140
3686 Stonelybrook Sub	Corp			18-Apr-14	225,500	237,110	186.6	2003	O	Sr	Resid single Family (S10)	6.38	25.48		1-Nov-88	730	Marbea Dr	Loveland	Oh	45140
3687 Stonelybrook Sub	Corp			27-Jul-20	215,500	144,750	156.7	1976	O	Sr	Resid single Family (S10)	0.10	2.96		10-Aug-17	180,000	812 Debra Ln	Loveland	Oh	45140
3688 Stonelybrook Sub	Corp			29-May-07	113,500	91,440	95.7	1959	O	Sr	Resid single Family (S10)	13.27	2.84		27-Jul-04	104,700	73 Highbrook Dr	Loveland	Oh	45140
3689 Stonelybrook Sub	Corp			14-Jun-12	106,000	93,990	106.9	1962	O	Sr	Resid single Family (S10)	8.22	29.64		1-Nov-82	104,300	1043 Marbea Dr	Loveland	Oh	45140
3690 Stonelybrook Sub	Corp			14-Aug-18	132,500	94,540	119.6	1962	O	Sr	Resid single Family (S10)	2.05	17.23		25-May-01	92,000	1007 Marbea Dr	Loveland	Oh	45140
3691 Stonelybrook Sub	Corp			16-Jul-18	144,500	94,890	97.2	1962	O	Sr	Resid single Family (S10)	2.13			25-May-01	92,000	1007 Marbea Dr	Loveland	Oh	45140
3692 Stonelybrook Sub	Corp			20-Aug-97	127,000	175,110	195.6	1961	O	Sr	Resid single Family (S10)	23.05			11-Aug-06	126,900	1 Hidge Cr	Loveland	Oh	45140
3693 Stonelybrook Sub	Corp			8-Jul-13	69,000	106,060	137.4	1959	O	Sr	Resid single Family (S10)	7.16	6.91		11-Aug-06	126,900	1 Hidge Cr	Loveland	Oh	45140
3694 Stonelybrook Sub	Corp			1-Apr-16	87,780	166,140	106.9	1963	O	Sr	Resid single Family (S10)	4.42	17.61		27-Aug-98	79,500	813 Marbea Dr	Loveland	Oh	45140
3695 Stonelybrook Sub	Corp			26-Dec-14	44,500	112,670	147.3	1959	O	Sr	Resid single Family (S10)	5.69	9.04		15-Dec-05	176,000	815 Hilde Ln	Loveland	Oh	45140
3696 Stonelybrook Sub	Corp			5-Apr-87	120,500	93,980	106.9	1962	O	Sr	Resid single Family (S10)	33.43	2.11		26-Feb-85	41,900	12 Highbrook Dr	Loveland	Oh	45140
3697 Stonelybrook Sub	Corp			3-Jun-04	170,500	133,220	156.8	1975	A	Sr	Resid single Family (S10)	16.26			21-May-04	130,000	813 Hilde Ln	Loveland	Oh	45140
3698 Stonelybrook Sub	Corp			2-Feb-16	70,000	116,490	135.0	1962	O	Sr	Resid single Family (S10)	29.40			16-May-00	115,000	801 Debra Ln	Loveland	Oh	45140
3699 Stonelybrook Sub	Corp			22-Oct-13	156,000	158,370	190.8	1976	A	Sr	Resid single Family (S10)	6.87	13.44		15-Nov-05	106,000	1042 Marbea Dr	Loveland	Oh	45140
3700 Stonelybrook Sub	Corp			17-Aug-15	170,000	100,000	136.6	1963	O	Sr	Resid single Family (S10)	5.05	9.76		10-Jan-96	85,500	801 Marbea Dr	Loveland	Oh	45140
3701 Stonelybrook Sub	Corp			23-Sep-16	89,000	89,000	136.2	1963	O	Sr	Resid single Family (S10)	3.84	20.72		2-Nov-06	87,500	12 Miamview Dr	Loveland	Oh	45140
3702 Stonelybrook Sub	Corp			16-Oct-08	48,500	68,870	193.1	1957	A	Sr	Resid single Family (S10)	11.88	1.96		24-May-04	100,000	1000 Marbea Dr	Loveland	Oh	45140
3703 Stonelybrook Sub	Corp			18-May-17	107,500	107,500	106.9	1962	A	Sr	Resid single Family (S10)	3.29	12.99		12-Apr-88	33,000	16 Miamview Dr	Loveland	Oh	45140
3704 Stonelybrook Sub	Corp			3-Jan-01	79,900	86,970	119.6	1957	O	Sr	Resid single Family (S10)	19.67	12.74		20-Feb-90	71,000	749 Mohican Dr	Loveland	Oh	45140
3705 Stonelybrook Sub	Corp			2-Jun-94	169,000	169,000	172.8	1976	O	Sr	Resid single Family (S10)	5.96	0.05		29-Aug-14	84,700	810 Debra Ln	Loveland	Oh	45140
3706 Stonelybrook Sub	Corp			16-Sep-14	169,000	169,000	172.8	1976	O	Sr	Resid single Family (S10)	5.96	0.05		29-Aug-14	84,700	810 Debra Ln	Loveland	Oh	45140
3707 Stonelybrook Sub	Corp			6-Apr-20	93,720	105,840	126.9	1963	O	Sr	Resid single Family (S10)	0.41	17.46		25-Oct-02	118,750	1031 Marbea Dr	Loveland	Oh	45140
3708 Stonelybrook Sub	Corp			1-Nov-13	103,000	87,990	122.2	1962	A	Sr	Resid single Family (S10)	6.84	6.28		9-Jun-16	112,000	1019 Marbea Dr	Loveland	Oh	45140
3709 Stonelybrook Sub	Corp			31-May-19	137,000	87,990	122.2	1962	A	Sr	Resid single Family (S10)	1.26	2.98		6-May-10	50,000	73 Highbrook Dr	Loveland	Oh	45140
3710 Stonelybrook Sub	Corp			12-Jul-17	118,000	93,480	99.4	1962	O	Sr	Resid single Family (S10)	3.14	8.20		8-Jan-19	90,000	73 Miamview Dr	Loveland	Oh	45140
3711 Stonelybrook Sub	Corp			16-Jul-18	125,000	106,590	126.9	1961	O	Sr	Resid single Family (S10)	2.13	0.30		5-Feb-04	100,000	849 Kenmar Dr	Loveland	Oh	45140
3712 Stonelybrook Sub	Corp			26-Apr-19	145,000	99,240	121.7	1959	O	Sr	Resid single Family (S10)	1.35	0.30		8-Oct-10	97,900	21 Miamview Dr	Loveland	Oh	45140
3713 Stonelybrook Sub	Corp			26-Jul-11	88,000	111,110	126.9	1965	O	Sr	Resid single Family (S10)	2.47	7.43		5-Jun-90	84,000	818 Hilde Ln	Loveland	Oh	45140
3714 Stonelybrook Sub	Corp			13-Mar-18	141,000	89,970	113.6	1955	O	Sr	Resid single Family (S10)	2.46	27.81		25-Jun-13	89,300	824 Kenmar Dr	Loveland	Oh	45140
3715 Stonelybrook Sub	Corp			19-Mar-18	190,000	147,140	152.0	1975	O	Sr	Resid single Family (S10)	2.34	4.85		5-Jun-90	84,000	818 Hilde Ln	Loveland	Oh	45140
3716 Stonelybrook Sub	Corp			2-Mar-18	190,000	95,020	113.0	1965	O	Sr	Resid single Family (S10)	0.72	3.42		14-Jul-16	122,000	743 Marbea Dr	Loveland	Oh	45140
3717 Stonelybrook Sub	Corp			13-Dec-19	140,000	122,000	126.9	1963	O	Sr	Resid single Family (S10)	4.31	26.63		1-Oct-89	800	Marbea Dr	Loveland	Oh	45140
3718 Stonelybrook Sub	Corp			12-May-16	108,900	106,500	93.6	196												

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

Housing Stock	Sites	Units	Share	Vacancy	Units	Share
Multifamily over 40 dU		665	13%	0%	665	13%
Multifamily under 40 dU		184	4%	0%	184	4%
Attached rental		66	1%	0%	66	1%
Attached own		577	11%	0%	577	11%
Detached rental		336	7%	0%	336	7%
Detached own		3,203	64%	0%	3,203	64%
		5,031			5,031	



The database was analyzed for total housing stock, owner and renter, even for scaled multifamily apartments. The simple table at right and accompanying chart offer a clear view of the housing supply in the City of Loveland.

Attached and detached homes are the primary housing source, both owner-occupied and absentee-owned (as noted at the last sales transaction). Homes are 83% of all housing units.

Over 70% of all housing in Loveland is detached single-family houses, while at least 336 or 7.0% are rental homes. Only 643 or 12% of Loveland housing is single-family attached condominiums or townhomes, some 577 owner-occupied today.

For apartments, Loveland has some 17% of housing in multifamily and the typically small share of apartments under 40 units seen in suburban markets. Interestingly, Advisor noted that Loveland has supported two recent, upscale multifamily projects in the last five years that provide a new, accessible and high quality rental choice for residents:

Loveland Station and River Ridge combine for 226 of the 665 scaled apartment units, a third of this minor 13% overall housing share.

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

LOVELAND HOME SALES by CLOSING DATE
Recorded Sales by Month in Last 20 years

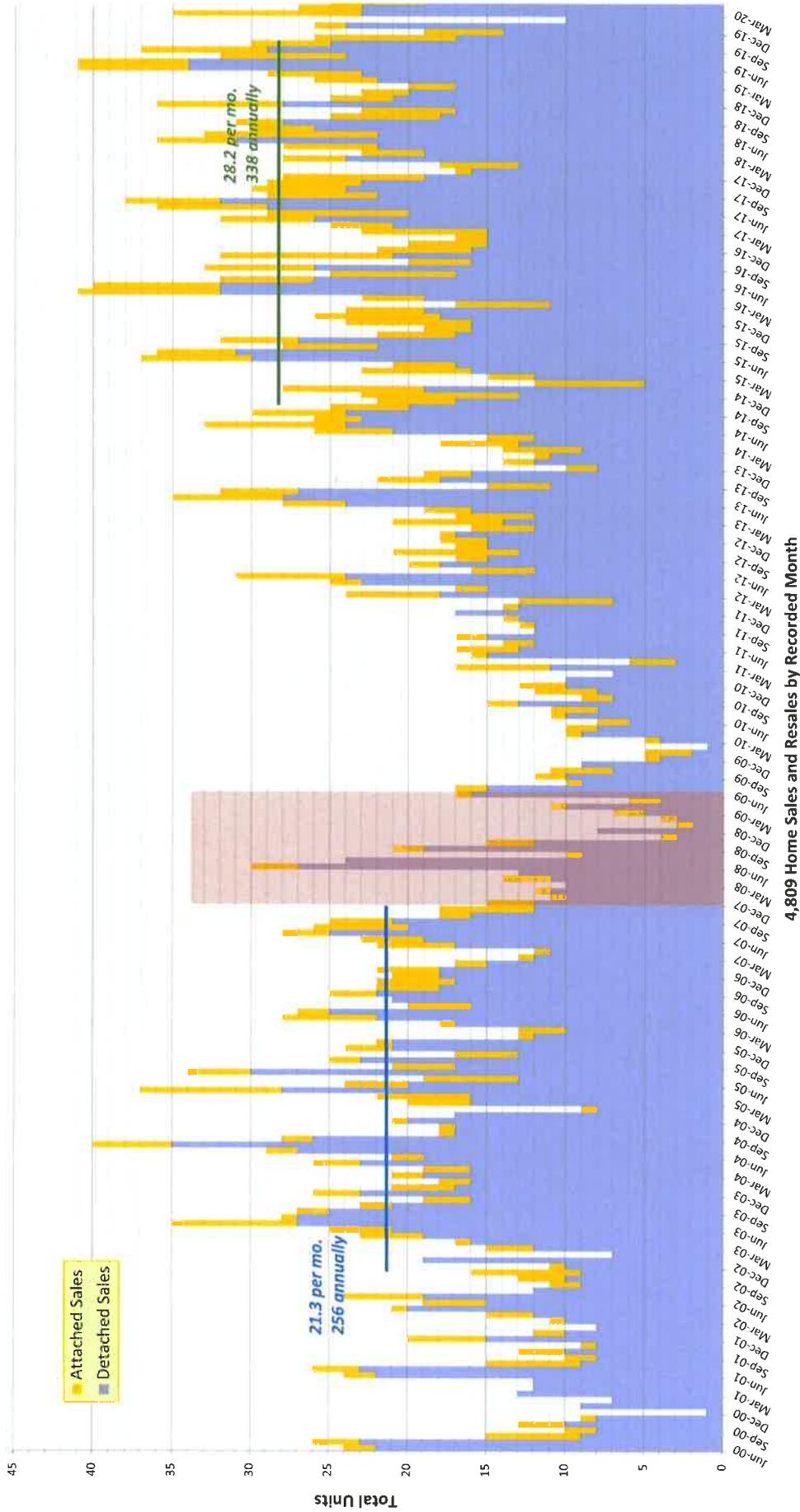


EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

Advisor begins a brief overview of attached housing choices with these two projects. **Loveland Station** at top combines plan choice, parking and first-floor neighborhood serving venues into a vibrant focal point with 94 units.

River Ridge at bottom is a newer, complementary project of larger units, ground parking and riverfront privacy with 132 total units, most two- and three-bedroom plans.

In Advisor's experience, the inclusion of thoughtful attached housing within the suburban housing fabric is crucial to **maintain connection to younger and older households** already connected to their town.

As seen throughout the Midwest, older and proud suburbs all reach a time when an aging, four-bedroom detached house will not serve the range of householders. Without fresh choices, most will hinder the natural circulation of their residents and housing choices that suit their life station.



EXHIBIT D

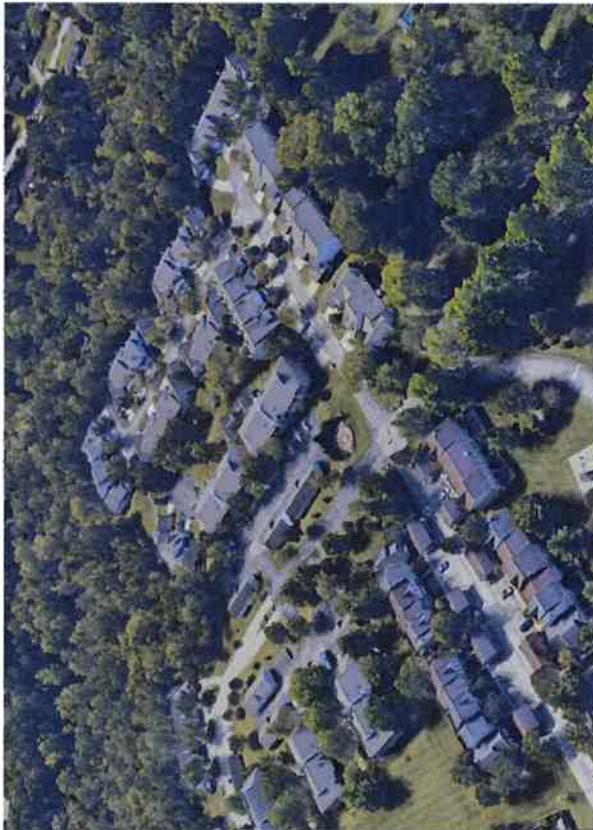
LOVELAND HOUSING MARKET AHEAD: SUPPLY

#	Subdivision	Type	Owner	Seller	Rebdate	SellPrice	MktValue	BldgArea	YrBuilt	DwnStat	Land Use	County Land Use	TimeIn	PriorTime	Stats	PriorPrice	Address	City	State	ZIP
10	Carrington Crossing Condo	Bank			7-Oct-11	41,000	67,990	1,095	1992	O	Condominium	Res-condominiums (550)	8:91	7:56	Count: 212	28-Oct-03	91,000 820 Carrington Ln 20-310	Loveland	Oh	45140
11	Carrington Crossing Condo	Bank			9-Aug-11	51,500	70,200	1,112	1994	O	Condominium	Res-condominiums (550)	9:07	8:78	Count: 212	1-Apr-03	91,000 820 Carrington Pl 103	Loveland	Oh	45140
12	Carrington Crossing Condo	New			23-Aug-97		71,160	1,112	1994	O	Condominium	Res-condominiums (550)	23:07	3:11	Count: 212	5-Jul-94	77,875 820 Carrington Pl 206	Loveland	Oh	45140
13	Carrington Crossing Condo	New			23-Dec-99		85,300	1,450	1994	A	Condominium	Res-condominiums (550)	20:71	5:27	AvgValue: 78,993	16-Sep-94	95,955 830 Carrington Pl 30-102	Loveland	Oh	45140
14	Carrington Crossing Condo	New			15-Feb-08		79,410	1,450	1994	A	Condominium	Res-condominiums (550)	12:55	13:66	Count: 78,993	21-Jun-94	97,525 830 Carrington Pl 30-104	Loveland	Oh	45140
15	Carrington Crossing Condo	New			6-Apr-12	67,000	84,670	1,450	1994	A	Condominium	Res-condominiums (550)	8:41	17:72	Count: 78,993	21-Jun-94	97,525 830 Carrington Pl 30-104	Loveland	Oh	45140
16	Carrington Crossing Condo	New			18-Nov-14		81,560	1,112	1994	A	Condominium	Res-condominiums (550)	5:79	20:34	Count: 8,61	23-Jun-94	81,055 820 Carrington Pl 104	Loveland	Oh	45140
17	Carrington Crossing Condo	New			17-Jul-15		70,200	1,112	1992	A	Condominium	Res-condominiums (550)	5:08	23:53	Count: 8,61	23-Jun-94	86,235 810 Carrington Pl 10-206	Loveland	Oh	45140
18	Carrington Crossing Condo	New			18-Apr-18		70,200	1,112	1994	A	Condominium	Res-condominiums (550)	2:38	23:75	Count: 9,40	26-Jul-94	89,340 810 Carrington Pl 10-208	Loveland	Oh	45140
19	Carrington Crossing Condo	New			7-Mar-09	102,780	90,580	1,527	1993	O	Condominium	Res-condominiums (550)	26:51		AvgYear: 1993	510 Carrington Ln 10-209	Loveland	Oh	45140	
20	Carrington Crossing Condo	New			1-Oct-92	73,345	75,940	1,112	1992	O	Condominium	Res-condominiums (550)	27:94		Count: 1993	410 Carrington Ln 10-208	Loveland	Oh	45140	
21	Carrington Crossing Condo	New			15-Apr-92	69,565	76,330	1,112	1992	O	Condominium	Res-condominiums (550)	28:40		AvgYear: 1993	410 Carrington Ln 10-205	Loveland	Oh	45140	
22	Carrington Crossing Condo	New			28-Feb-94	70,570	70,200	1,112	1993	O	Condominium	Res-condominiums (550)	26:53		AvgYear: 1993	720 Carrington Pl 20-103	Loveland	Oh	45140	
23	Carrington Crossing Condo	New			14-Dec-94	85,580	78,040	1,450	1994	O	Condominium	Res-condominiums (550)	25:73		AvgYear: 1993	810 Carrington Pl 10-103	Loveland	Oh	45140	
24	Carrington Crossing Condo	New			27-Jun-94	106,620	91,600	1,527	1993	O	Condominium	Res-condominiums (550)	26:20		AvgYear: 1993	510 Carrington Ln 10-109	Loveland	Oh	45140	
25	Carrington Crossing Condo	New			10-Apr-98		84,830	1,412	1992	O	Condominium	Res-condominiums (550)	22:41	5:45	Count: 25	96,300 110 Carrington Ln 10-208	Loveland	Oh	45140	
26	Carrington Crossing Condo	New			21-Jul-00		85,820	1,527	1992	O	Condominium	Res-condominiums (550)	20:13	8:18	Count: 128	18-May-02	310 Carrington Pl 10-108	Loveland	Oh	45140
27	Carrington Crossing Condo	New			24-Jun-02		75,510	1,112	1993	O	Condominium	Res-condominiums (550)	18:20	8:90	Count: 128	8-Aug-03	69,200 620 Carrington Pl 20-206	Loveland	Oh	45140
28	Carrington Crossing Condo	New			6-May-05		79,050	1,412	1992	A	Condominium	Res-condominiums (550)	15:33	12:53	Count: 128	26-Oct-02	84,500 620 Carrington Ln 30-104	Loveland	Oh	45140
29	Carrington Crossing Condo	New			4-Aug-05		70,370	1,112	1993	O	Condominium	Res-condominiums (550)	15:09	8:09	Count: 128	7-Jul-06	75,300 710 Carrington Pl 10-502	Loveland	Oh	45140
30	Carrington Crossing Condo	New			9-Jan-07		75,510	1,112	1993	O	Condominium	Res-condominiums (550)	13:87	0:02	Count: 128	29-Dec-06	78,000 610 Carrington Pl 10-104	Loveland	Oh	45140
31	Carrington Crossing Condo	New			14-May-07		70,200	1,112	1993	A	Condominium	Res-condominiums (550)	13:33	7:02	Count: 128	1-May-06	78,000 610 Carrington Pl 10-104	Loveland	Oh	45140
32	Carrington Crossing Condo	New			15-Aug-07		85,040	1,450	1992	A	Condominium	Res-condominiums (550)	13:31	10:87	Count: 128	3-Jul-96	420 Carrington Ln 20-207	Loveland	Oh	45140
33	Carrington Crossing Condo	New			2-Apr-08		79,410	1,450	1994	O	Condominium	Res-condominiums (550)	13:06	5:32	Count: 128	23-Apr-02	100,000 830 Carrington Pl 30-207	Loveland	Oh	45140
34	Carrington Crossing Condo	New			19-Mar-11		76,700	1,450	1994	O	Condominium	Res-condominiums (550)	12:42	0:84	Count: 128	31-May-07	110,000 810 Carrington Pl 20-206	Loveland	Oh	45140
35	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	9:49	5:93	Count: 128	5-Apr-05	91,900 710 Carrington Pl 10-311	Loveland	Oh	45140
36	Carrington Crossing Condo	New					81,560	1,112	1992	O	Condominium	Res-condominiums (550)	9:11	18:04	Count: 128	16-Jul-03	97,600 510 Carrington Ln 10-106	Loveland	Oh	45140
37	Carrington Crossing Condo	New					75,510	1,112	1993	O	Condominium	Res-condominiums (550)	8:53	18:84	Count: 128	23-Apr-03	82,700 110 Carrington Ln 10-101	Loveland	Oh	45140
38	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	8:51	3:41	Count: 128	1-Oct-08	86,300 720 Carrington Pl 20-207	Loveland	Oh	45140
39	Carrington Crossing Condo	New					75,510	1,112	1993	O	Condominium	Res-condominiums (550)	8:47	16:13	Count: 128	31-Jun-06	87,250 620 Carrington Pl 20-207	Loveland	Oh	45140
40	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	8:18	20:15	Count: 128	13-May-05	99,400 310 Carrington Pl 10-208	Loveland	Oh	45140
41	Carrington Crossing Condo	New					75,510	1,112	1993	O	Condominium	Res-condominiums (550)	8:09	15:18	Count: 128	26-Jul-17	78,000 510 Carrington Ln 20-208	Loveland	Oh	45140
42	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	8:05	0:06	Count: 128	10-May-96	97,500 510 Carrington Ln 10-101	Loveland	Oh	45140
43	Carrington Crossing Condo	New					75,510	1,112	1993	O	Condominium	Res-condominiums (550)	7:92	16:33	Count: 128	13-Nov-95	510 Carrington Ln 10-309	Loveland	Oh	45140
44	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	7:99	16:90	Count: 128	4-Oct-02	108,500 310 Carrington Pl 10-106	Loveland	Oh	45140
45	Carrington Crossing Condo	New					79,410	1,450	1994	O	Condominium	Res-condominiums (550)	7:88	10:05	Count: 128	13-Apr-01	105,000 620 Carrington Pl 20-104	Loveland	Oh	45140
46	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	6:90	12:50	Count: 128	20-Apr-07	105,000 710 Carrington Pl 10-102	Loveland	Oh	45140
47	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	6:12	7:26	Count: 128	30-May-00	87,500 620 Carrington Pl 20-101	Loveland	Oh	45140
48	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	5:75	14:53	Count: 128	12-Jul-06	119,900 420 Carrington Pl 20-102	Loveland	Oh	45140
49	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	5:23	8:92	Count: 128	16-Jul-15	69,000 420 Carrington Pl 10-101	Loveland	Oh	45140
50	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	5:13	3:13	Count: 128	20-Dec-12	89,500 510 Carrington Pl 10-307	Loveland	Oh	45140
51	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	4:58	3:13	Count: 128	3-Apr-08	90,000 510 Carrington Pl 10-307	Loveland	Oh	45140
52	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	4:31	8:11	Count: 128	13-Nov-02	123,500 510 Carrington Ln 10-108	Loveland	Oh	45140
53	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	3:28	14:53	Count: 128	14-Feb-17	96,100 810 Carrington Pl 10-208	Loveland	Oh	45140
54	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	3:09	0:46	Count: 128	29-Jun-17	86,000 410 Carrington Ln 10-103	Loveland	Oh	45140
55	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	2:53	0:65	Count: 128	22-Sep-92	73,100 310 Carrington Pl 10-303	Loveland	Oh	45140
56	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	2:12	25:84	Count: 128	9-Oct-18	110,000 130 Carrington Ln 30-208	Loveland	Oh	45140
57	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	1:90		Count: 128	9-Jun-15	63,900 420 Carrington Ln 20-312	Loveland	Oh	45140
58	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	1:72	3:52	Count: 128	7-Dec-18	118,500 420 Carrington Ln 20-312	Loveland	Oh	45140
59	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	1:66	0:07	Count: 128	2-Sep-09	118,000 510 Carrington Pl 20-102	Loveland	Oh	45140
60	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	1:25	9:76	Count: 128	11-Oct-95	600 Carrington Pl 20-102	Loveland	Oh	45140
61	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	1:21	23:70	Count: 128	6-Apr-92	101,000 310 Carrington Pl 10-308	Loveland	Oh	45140
62	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	1:17	27:25	Count: 128	20-Sep-08	80,000 420 Carrington Pl 20-207	Loveland	Oh	45140
63	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	0:49	11:44	Count: 128	15-Jun-93	91,000 420 Carrington Pl 10-101	Loveland	Oh	45140
64	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	0:46	26:77	Count: 128	5-Jul-05	134,000 610 Carrington Pl 10-206	Loveland	Oh	45140
65	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	0:38	14:79	Count: 128	3-Aug-11	71,000 420 Carrington Ln 20-311	Loveland	Oh	45140
66	Carrington Crossing Condo	New					70,370	1,112	1993	O	Condominium	Res-condominiums (550)	0:42	2:67	Count: 128	19-May-14	80,000 720 Carrington Pl 20-309	Loveland	Oh	45140
67																				

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

Subdivision	Type	Owner	Seller	RecDate	StepPrice	EstValue	BlgArea	VgBlt	DwnStar	Land Use	County Land Use	TimeIn	PriorTime	Stats	PriorPrc	PriorPrc Address	City	State	Zip
222 Hidden Creek Condo	Blank			17 Dec 17	109,450	1311	1984			Res-condominiums (550)	2:22	0:02	Counts	7 Dec 17	125,000	3025 Stratford Ct 158	Loveland	Oh	45140
223 Hidden Creek Condo	Blank			27 Jul 19	116,770	1815	1981	A		Res-condominiums (550)	3:17	1:19	243	10 May 18	105,525	1011 Stratford Ct 11	Loveland	Oh	45140
224 Hidden Creek Condo	New			21 Jan 99	98,270	1359	1988			Res-condominiums (550)	12:63	10:67	167	23 May 88	95,928	3058 Stratford Ct 156	Loveland	Oh	45140
225 Hidden Creek Condo	New			5 Jun 08	101,530	1315	1990			Res-condominiums (550)	21:25	14:67	AvgValue	7 Oct 93	100,450	4010 White Chapel Ln 183	Loveland	Oh	45140
226 Hidden Creek Condo	New			17 Dec 14	98,390	1065	1987	A		Res-condominiums (550)	5:71	27:05	108,917	4 Dec 87	69,990	4033 White Chapel Ln 130	Loveland	Oh	45140
227 Hidden Creek Condo	New			10 May 94	143,845	126,330	1712	1992		Res-condominiums (550)	26:33	28:02	AvgTime		5029 Bristol Ct 199	Loveland	Oh	45140	
228 Hidden Creek Condo	New			18 May 88	92,079	98,260	1359	1988		Res-condominiums (550)	32:31	32:00	10,34		3043 Stratford Ct 150	Loveland	Oh	45140	
229 Hidden Creek Condo	New			11 May 95	104,200	106,666	1166	1994		Res-condominiums (550)	25:33	26:00	AvgPrc		5024 Bristol Ct 208	Loveland	Oh	45140	
230 Hidden Creek Condo	New			23 Mar 90	94,830	106,980	1315	1990		Res-condominiums (550)	30:87	0:08	11:07		100,000	4034 White Chapel Ln 174	Loveland	Oh	45140
231 Hidden Creek Condo	New			22 Jul 91	98,201	102,190	1315	1990		Res-condominiums (550)	29:13	0:49	10:80		86,500	4020 White Chapel Ln 188	Loveland	Oh	45140
232 Hidden Creek Condo	New			6 May 99	11,500	118,670	1980	1981		Res-condominiums (550)	21:34	4:86	10:80		100,000	1077 Stratford Ct 74	Loveland	Oh	45140
233 Hidden Creek Condo	New			27 Aug 99	97,110	969	1984	A		Res-condominiums (550)	21:03	16:75	AvgArea		82,000	1031 Stratford Ct 21	Loveland	Oh	45140
234 Hidden Creek Condo	New			24 Aug 00	118,160	1872	1984			Res-condominiums (550)	20:04	11:22	15:19		106,000	2086 Stratford Ct 99	Loveland	Oh	45140
235 Hidden Creek Condo	New			18 Sep 03	100,640	1397	1981			Res-condominiums (550)	16:97	0:28	0:28		82,000	1075 Stratford Ct 18	Loveland	Oh	45140
236 Hidden Creek Condo	New			18 Dec 90	72,000	104,700	1245	1985		Res-condominiums (550)	29:73	5:80	21		64,347	2055 Stratford Ct 109	Loveland	Oh	45140
237 Hidden Creek Condo	New			8 Dec 92	77,500	106,140	1520	1984		Res-condominiums (550)	27:75	7:69	9%		68,500	2080 Stratford Ct 96	Loveland	Oh	45140
238 Hidden Creek Condo	New			20 Dec 17	128,750	118,460	1872	1983		Res-condominiums (550)	2:70	31:82			65,750	1087 Stratford Ct 57	Loveland	Oh	45140
239 Hidden Creek Condo	New			19 Jun 14	99,500	102,140	1200	1985		Res-condominiums (550)	6:31	28:07			62,900	3016 Stratford Ct 115	Loveland	Oh	45140
240 Hidden Creek Condo	New			27 Feb 92	86,500	104,450	1609	1984		Res-condominiums (550)	28:53	5:72			76,500	2076 Stratford Ct 94	Loveland	Oh	45140
241 Hidden Creek Condo	New			14 Jun 91	76,000	109,040	1669	1981		Res-condominiums (550)	29:24	4:83			63,800	1012 Stratford Ct 2	Loveland	Oh	45140
242 Hidden Creek Condo	New			1 Jan 87	99,140	1339	1983	A		Res-condominiums (550)	30:84	0:15			55,000	1077 Stratford Ct 44	Loveland	Oh	45140
243 Hidden Creek Condo	New			7 Nov 89	76,500	103,100	1228	1986		Res-condominiums (550)	30:84	2:81			72,900	3026 Stratford Ct 120	Loveland	Oh	45140
244 Hidden Creek Condo	New			1 Apr 15	90,000	1065	1987			Res-condominiums (550)	5:42	32:19			68,900	4031 White Chapel Ln 131	Loveland	Oh	45140
245 Hidden Creek Condo	New			31 Mar 20	96,840	1084	1983			Res-condominiums (550)	0:42	32:19			69,000	1077 Stratford Ct 34	Loveland	Oh	45140
246 Hidden Creek Condo	New			23 Jul 13	65,000	98,470	1065	1988		Res-condominiums (550)	7:12	25:29			69,900	4015 White Chapel Ln 139	Loveland	Oh	45140
247 Hidden Creek Condo	New			28 Feb 13	100,360	1357	1983			Res-condominiums (550)	7:51	24:82			62,500	1085 Stratford Ct 56	Loveland	Oh	45140
248 Hidden Creek Condo	New									Res-condominiums (550)	29:52	2:72			88,700	3020 Stratford Ct 117	Loveland	Oh	45140
249 Hidden Creek Condo	New									Res-condominiums (550)	5:80	26:30			65,500	1034 Stratford Ct 49	Loveland	Oh	45140
250 Hidden Creek Condo	New									Res-condominiums (550)	28:15	3:53			69,000	1010 Stratford Ct 11	Loveland	Oh	45140
251 Hidden Creek Condo	New									Res-condominiums (550)	5:39	25:51			90,275	3023 Stratford Ct 157	Loveland	Oh	45140
252 Hidden Creek Condo	New									Res-condominiums (550)	26:44	4:42			106,636	5015 Bristol Ct 166	Loveland	Oh	45140
253 Hidden Creek Condo	New									Res-condominiums (550)	5:75	24:85			5085	White Chapel Ln 170	Loveland	Oh	45140
254 Hidden Creek Condo	New									Res-condominiums (550)	7:58	22:72			94,900	4036 White Chapel Ln 176	Loveland	Oh	45140
255 Hidden Creek Condo	New									Res-condominiums (550)	14:96	15:28			82,900	1073 Stratford Ct 42	Loveland	Oh	45140
256 Hidden Creek Condo	New									Res-condominiums (550)	26:73	3:37			127,621	5049 Bristol Ct 219	Loveland	Oh	45140
257 Hidden Creek Condo	New									Res-condominiums (550)	22:88	6:98			76,500	2083 Stratford Ct 108	Loveland	Oh	45140
258 Hidden Creek Condo	New									Res-condominiums (550)	22:35	7:38			120,650	5038 Bristol Ct 212	Loveland	Oh	45140
259 Hidden Creek Condo	New									Res-condominiums (550)	15:88	13:75			84,000	1075 Stratford Ct 43	Loveland	Oh	45140
260 Hidden Creek Condo	New									Res-condominiums (550)	17:18	12:48			98,983	4024 White Chapel Ln 190	Loveland	Oh	45140
261 Hidden Creek Condo	New									Res-condominiums (550)	23:27	6:32			119,203	5043 Bristol Ct 210	Loveland	Oh	45140
262 Hidden Creek Condo	New									Res-condominiums (550)	22:21	6:85			96,900	4022 White Chapel Ln 189	Loveland	Oh	45140
263 Hidden Creek Condo	New									Res-condominiums (550)	5:81	23:17			75,000	1093 Stratford Ct 60	Loveland	Oh	45140
264 Hidden Creek Condo	New									Res-condominiums (550)	4:23	24:57			103,032	4026 White Chapel Ln 191	Loveland	Oh	45140
265 Hidden Creek Condo	New									Res-condominiums (550)	24:99	3:24			81,500	1033 Stratford Ct 22	Loveland	Oh	45140
266 Hidden Creek Condo	New									Res-condominiums (550)	13:25	14:95			143,300	5077 Bristol Ct 230	Loveland	Oh	45140
267 Hidden Creek Condo	New									Res-condominiums (550)	5:75	22:21			130,000	5075 Bristol Ct 230	Loveland	Oh	45140
268 Hidden Creek Condo	New									Res-condominiums (550)	2:09	25:86			93,500	3046 Stratford Ct 151	Loveland	Oh	45140
269 Hidden Creek Condo	New									Res-condominiums (550)	15:23	12:71			94,900	4012 White Chapel Ln 184	Loveland	Oh	45140
270 Hidden Creek Condo	New									Res-condominiums (550)	17:10	10:55			84,000	3030 Stratford Ct 122	Loveland	Oh	45140
271 Hidden Creek Condo	New									Res-condominiums (550)	4:06	23:17			85,300	2034 Stratford Ct 84	Loveland	Oh	45140
272 Hidden Creek Condo	New									Res-condominiums (550)	16:68	10:52			5045	Bristol Ct 209	Loveland	Oh	45140
273 Hidden Creek Condo	New									Res-condominiums (550)	12:75	14:43			104,500	3040 Stratford Ct 148	Loveland	Oh	45140
274 Hidden Creek Condo	New									Res-condominiums (550)	9:48	17:19			148,000	5018 Bristol Ct 196	Loveland	Oh	45140
275 Hidden Creek Condo	New									Res-condominiums (550)	0:80	26:35			130,300	5038 Bristol Ct 235	Loveland	Oh	45140
276 Hidden Creek Condo	New									Res-condominiums (550)	14:31	12:35			4038	White Chapel Ln 177	Loveland	Oh	45140
277 Hidden Creek Condo	New									Res-condominiums (550)	0:92	25:27			104,500	3042 Stratford Ct 149	Loveland	Oh	45140
278 Hidden Creek Condo	New									Res-condominiums (550)	7:39	18:79			76,800	1047 Stratford Ct 53	Loveland	Oh	45140
279 Hidden Creek Condo	New									Res-condominiums (550)	0:12	25:96			74,250	1086 Stratford Ct 50	Loveland	Oh	45140
280 Hidden Creek Condo	New									Res-condominiums (550)	14:69	11:30			124,269	5012 Bristol Ct 202	Loveland	Oh	45140
281 Hidden Creek Condo	New									Res-condominiums (550)	23:78	2:04			79,000	2069 Stratford Ct 101	Loveland	Oh	45140
282 Hidden Creek Condo	New									Res-condominiums (550)	23:61	2:17			83,900	2070 Stratford Ct 91	Loveland	Oh	45140
283 Hidden Creek Condo	New									Res-condominiums (550)	13:96	11:69			3054	Stratford Ct 155	Loveland	Oh	45140
284 Hidden Creek Condo	New									Res-condominiums (550)							Loveland	Oh	45140

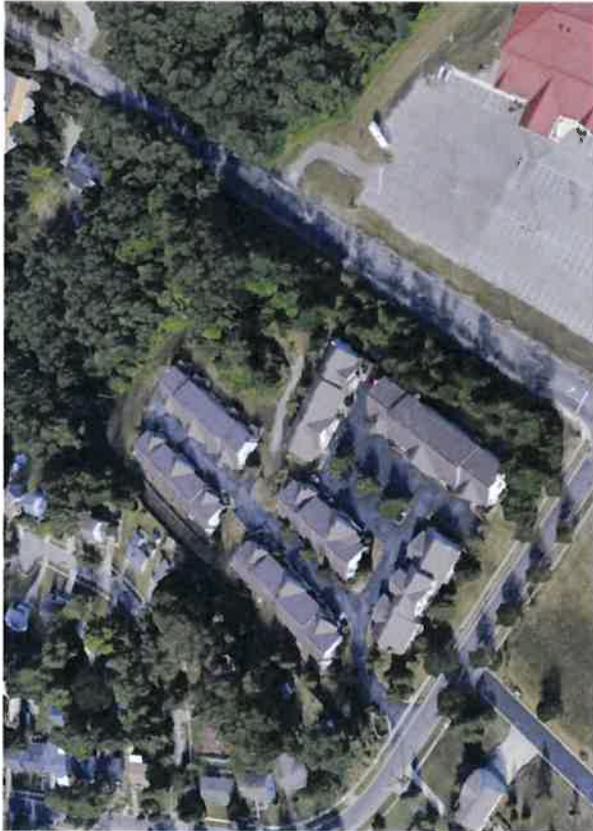


The data excerpt and inset photo above is for the Hidden Creek condominium community, one of only five single-family attached choices in Loveland. Note the Stats column of summary metrics: Total of 243 units built in the mid 1980's with an average value of \$108,900 and average plan area of 1,519 SF. The average time their owners have been in their condo is 10.3 years, the previous owner averaged 11.1 years. Today, at least 21 units are absentee-owned and likely rentals, or 8.6%.

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

Subdivision	Type	Owner	Seller	RedDate	SalePrice	MktValue	BlgArea	YrBuilt	OvntStat	Land Use	County Land Use	TimeIn	PriorTime	Stats	PriorRec	PriorPrice	Address	City	State	ZIP	
465 Knolls of Loveland Condo	New			5-Jul-11	350,000	198,220	1892	2001	0	Condominium	Res-condominiums (550)	9.17	9.97		19-Jul-01	203,400	104 Knoll Wind Dr 104	Loveland	Oh	45140	
466 Knolls of Loveland Condo	New			12-May-17	166,800	183,640	1959	2000	0	Condominium	Res-condominiums (550)	3.31	16.83	26	17-Jul-00	181,007	121 Whispering Knolls Ct 121	Loveland	Oh	45140	
467 Knolls of Loveland Condo	New			8-Aug-00	166,800	182,630	1359	2000	0	Condominium	Res-condominiums (550)	20.08	20.00		3-Aug-00	236,090	123 Whispering Knolls Ct 123	Loveland	Oh	45140	
468 Knolls of Loveland Condo	New			21-Apr-08	209,770	209,770	2882	2000	0	Condominium	Res-condominiums (550)	12.37	7.72	Avg/Value	5-Nov-04	165,000	102 Knoll Wind Dr 102	Loveland	Oh	45140	
469 Knolls of Loveland Condo				11-Feb-15	170,420	170,420	1359	2001	A	Condominium	Res-condominiums (550)	5.56	10.27	189,156	20-Jun-01	194,100	118 Whispering Knolls Ct 118	Loveland	Oh	45140	
470 Knolls of Loveland Condo				31-Jul-18	200,000	217,250	1892	2000	0	Condominium	Res-condominiums (550)	2.09	17.12	Avg/Price	8-Dec-14	212,500	111 Whispering Knolls Ct 111	Loveland	Oh	45140	
471 Knolls of Loveland Condo				10-Aug-05	178,500	183,090	1359	2001	0	Condominium	Res-condominiums (550)	3.95	1.79	9.0%	28-Aug-00	191,700	113 Whispering Knolls Ct 113	Loveland	Oh	45140	
472 Knolls of Loveland Condo				30-Sep-16	223,500	233,600	2492	2000	0	Condominium	Res-condominiums (550)	4.37	15.66	Avg/Price	29-Jul-14	186,500	207 Knoll Wind Dr 207	Loveland	Oh	45140	
473 Knolls of Loveland Condo				21-Apr-16	227,000	227,000	1892	2000	0	Condominium	Res-condominiums (550)	3.20	2.90	Avg/Price	4-Jan-02	145,000	204 Knoll Wind Dr 204	Loveland	Oh	45140	
474 Knolls of Loveland Condo				21-Jun-17	246,000	183,700	1959	2000	0	Condominium	Res-condominiums (550)	17.83	0.84	3000	1-Mar-01	152,000	116 Whispering Knolls Ct 116	Loveland	Oh	45140	
475 Knolls of Loveland Condo				8-Nov-02	196,000	216,540	2192	2001	0	Condominium	Res-condominiums (550)	0.75	18.77	Avg/Value	9-Jan-01	194,000	201 Knoll Wind Dr 201	Loveland	Oh	45140	
476 Knolls of Loveland Condo				4-Dec-19	167,000	135,000	1359	2000	0	Condominium	Res-condominiums (550)	8.13	11.52	1,892	5-Aug-01	166,000	109 Whispering Knolls Ct 109	Loveland	Oh	45140	
477 Knolls of Loveland Condo				16-Jul-12	181,500	182,440	1959	2000	0	Condominium	Res-condominiums (550)	0.82	9.26	Sold/By	28-Aug-01	207,000	106 Knoll Wind Dr 106	Loveland	Oh	45140	
478 Knolls of Loveland Condo				7-Nov-19	228,500	182,470	1892	2001	0	Condominium	Res-condominiums (550)	13.77	5.26	10	7-Apr-05	125,000	105 Whispering Knolls Ct 105	Loveland	Oh	45140	
479 Knolls of Loveland Condo				29-Nov-06	211,000	210,470	1892	2001	0	Condominium	Res-condominiums (550)	0.61	14.80	38%	31-Dec-01	125,000	108 Knoll Wind Dr 108	Loveland	Oh	45140	
480 Knolls of Loveland Condo				22-Jan-20	173,250	152,720	1471	1999	0	Condominium	Res-condominiums (550)	5.63	12.09	205,664	17-Dec-02	171,000	115 Whispering Knolls Ct 115	Loveland	Oh	45140	
481 Knolls of Loveland Condo				25-Jul-02	146,500	171,070	1359	2001	0	Condominium	Res-condominiums (550)	15.17	4.58	1	7-Dec-00	144,900	107 Whispering Knolls Ct 107	Loveland	Oh	45140	
482 Knolls of Loveland Condo				16-Jan-15	177,000	177,000	1959	2000	0	Condominium	Res-condominiums (550)	17.81	2.82	4%	19-Jan-00	144,900	107 Whispering Knolls Ct 107	Loveland	Oh	45140	
483 Knolls of Loveland Condo				5-Jul-05	235,000	210,380	2492	2000	0	Condominium	Res-condominiums (550)	4.72	14.99		19-Dec-00	241,200	205 Knoll Wind Dr 205	Loveland	Oh	45140	
484 Knolls of Loveland Condo				13-Nov-02	145,000	182,450	1918	1999	0	Condominium	Res-condominiums (550)	6.21	2.00		20-Jun-12	143,500	101 Whispering Knolls Ct 101	Loveland	Oh	45140	
485 Knolls of Loveland Condo				14-Dec-15	220,500	230,500	2882	2000	0	Condominium	Res-condominiums (550)	14.30	4.40		24-Dec-01	198,000	202 Knoll Wind Dr 202	Loveland	Oh	45140	
486 Knolls of Loveland Condo				19-Jun-14	260,000	174,770	1318	1999	0	Condominium	Res-condominiums (550)	16.61	1.89		6-Mar-02	167,000	200 Knoll Wind Dr 200	Loveland	Oh	45140	
487 Knolls of Loveland Condo				18-May-06	195,000	209,330	1892	2001	0	Condominium	Res-condominiums (550)	1.17	16.27		27-Mar-03	123,900	103 Whispering Knolls Ct 103	Loveland	Oh	45140	
488 Knolls of Loveland Condo				26-Jan-04	179,900	177,490	2059	2001	0	Condominium	Res-condominiums (550)	14.53	19.00				206 Knoll Wind Dr 206	Loveland	Oh	45140	
489 Knolls of Loveland Condo				1-Jul-19	170,000	153,000	1467	1999	0	Condominium	Res-condominiums (550)										
490 Knolls of Loveland Condo				22-Feb-06	226,800	183,170	1959	2001	0	Condominium	Res-condominiums (550)										



The data excerpt and inset photo above is for the smaller Knolls of Loveland condominium community, one of only five single-family attached choices in Loveland. Note the **Stats** column of summary metrics: Total of **26 units** built in the early 2000's with an average value of \$189,200 and average plan area of 1,892 SF. The average time their owners have been in their condo is 9.1 years, the previous owner averaged 9.4 years. Today, only 1 unit is absentee-owned and likely a rental. Also note that 10 of the 26 homes, or **38%**, have resold in the last five years for an average \$205,700, up 8.7% from all last sales.

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

#	Subdivision	Type	Owner	Seller	ReCede	SalePrice	MktValue	BigArea	YrBuilt	OwnStar	Land Use	County Land Use	TimeIn	PriorTime	Stats	PriorPrice	PriorDate	Address	City	State	ZIP
491	White Pillars	New			3-Jan-20	229,300	229,300	3192	2016	0	Condominium	Condominium (550)	0.66	3.40	Counts	9-Aug-16	250,362	373 Turtle Creek Dr 130c	Loveland	Oh	45140
492	White Pillars	New			4-Dec-06	280,355	238,100	2781	2005	0	Condominium	Condominium (550)	13.75		128			111 Pawler Ct 118b	Loveland	Oh	45140
493	White Pillars	New			5-Nov-12	304,245	307,400	3072	2012	0	Condominium	Condominium (550)	7.83		AggValue			325 Turtle Creek Dr 114a	Loveland	Oh	45140
494	White Pillars	New			4-May-16	322,211	307,400	3072	2016	0	Condominium	Condominium (550)	4.33		268,341			368 Turtle Creek Dr 125d	Loveland	Oh	45140
495	White Pillars	New			21-Sep-10	342,827	307,400	3072	2010	0	Condominium	Condominium (550)	3.95		AggTime			362 Turtle Creek Dr 125a	Loveland	Oh	45140
496	White Pillars	New			20-Dec-10	255,470	277,700	2204	2010	0	Condominium	Condominium (550)	9.71		AggPrice			213 Valley Forge Dr 102c	Loveland	Oh	45140
497	White Pillars	New			9-Mar-15	316,936	307,400	3072	2014	0	Condominium	Condominium (550)	5.49		5.11			398 Turtle Creek Dr 128b	Loveland	Oh	45140
498	White Pillars	New			12-Dec-15	371,933	307,400	3072	2016	0	Condominium	Condominium (550)	3.72		4.37			354 Turtle Creek Dr 126f	Loveland	Oh	45140
499	White Pillars	New			10-Apr-09	201,900	240,100	1690	2006	0	Condominium	Condominium (550)	11.40		4.37			100 Pawler Ct 122a	Loveland	Oh	45140
500	White Pillars	New			1-Nov-16	234,446	241,000	1749	2016	0	Condominium	Condominium (550)	3.84		2012			361 Turtle Creek Dr 129a	Loveland	Oh	45140
501	White Pillars	New			4-Jun-18	186,698	277,700	2204	2016	0	Condominium	Condominium (550)	2.25		2012			358 Turtle Creek Dr 126c	Loveland	Oh	45140
502	White Pillars	New			22-Jan-16	240,914	241,000	1749	2015	0	Condominium	Condominium (550)	4.61		AggPrice			377 Turtle Creek Dr 131a	Loveland	Oh	45140
503	White Pillars	New			14-Apr-20	277,700	277,700	2604	2013	0	Condominium	Condominium (550)	0.38		2,597			332 Turtle Creek Dr 106a	Loveland	Oh	45140
504	White Pillars	New			26-Feb-07	293,720	307,400	3145	2007	0	Condominium	Condominium (550)	13.52		Sold5yr			200 Valley Forge Dr 116a	Loveland	Oh	45140
505	White Pillars	New			28-Mar-11	197,900	197,900	2172	2010	0	Condominium	Condominium (550)	9.44		69			205 Valley Forge Dr 101c	Loveland	Oh	45140
506	White Pillars	New			1-Jun-15	310,000	307,400	3145	2014	0	Condominium	Condominium (550)	5.26		54%			235 Valley Forge Dr 104d	Loveland	Oh	45140
507	White Pillars	New			26-Feb-15	312,500	307,400	3145	2014	0	Condominium	Condominium (550)	5.52		289,702			229 Valley Forge Dr 104a	Loveland	Oh	45140
508	White Pillars	New			9-Sep-19	307,400	307,400	3115	2010	0	Condominium	Condominium (550)	0.98		AbnDwn			372 Valley Forge Dr 103f	Loveland	Oh	45140
509	White Pillars	New			30-Jan-15	276,543	277,700	2204	2014	0	Condominium	Condominium (550)	5.59		5			340 Turtle Creek Dr 128b	Loveland	Oh	45140
510	White Pillars	New			26-Mar-14	287,571	307,400	3572	2013	0	Condominium	Condominium (550)	6.44		1.69			307 Turtle Creek Dr 111d	Loveland	Oh	45140
511	White Pillars	New			3-Sep-09	268,792	277,700	2204	2009	0	Condominium	Condominium (550)	11.00		3.78			218 Valley Forge Dr 115e	Loveland	Oh	45140
512	White Pillars	New			6-Jan-10	352,602	307,400	3145	2009	0	Condominium	Condominium (550)	10.66		4.14			314 Turtle Creek Dr 109d	Loveland	Oh	45140
513	White Pillars	New			20-Feb-14	226,950	241,000	1749	2013	0	Condominium	Condominium (550)	6.53		0.70			323 Turtle Creek Dr 113d	Loveland	Oh	45140
514	White Pillars	New			17-Dec-12	288,565	307,400	3072	2012	0	Condominium	Condominium (550)	7.71		0.70			127 Pawler Ct 119f	Loveland	Oh	45140
515	White Pillars	New			25-Jul-07	319,020	307,400	3145	2007	0	Condominium	Condominium (550)	13.12		4.45			346 Turtle Creek Dr 127a	Loveland	Oh	45140
516	White Pillars	New			23-Mar-16	344,043	307,400	3072	2016	0	Condominium	Condominium (550)	13.83		4.24			113 Pawler Ct 118c	Loveland	Oh	45140
517	White Pillars	New									Condominium (550)	6.77					309 Turtle Creek Dr 112a	Loveland	Oh	45140	
518	White Pillars	New									Condominium (550)	5.58					393 Turtle Creek Dr 133b	Loveland	Oh	45140	
519	White Pillars	New									Condominium (550)	6.17					311 Turtle Creek Dr 112b	Loveland	Oh	45140	
520	White Pillars	New									Condominium (550)	9.84					325 Pawler Ct 119e	Loveland	Oh	45140	
521	White Pillars	New									Condominium (550)	6.24					363 Turtle Creek Dr 129b	Loveland	Oh	45140	
522	White Pillars	New									Condominium (550)	3.78					384 Turtle Creek Dr 123d	Loveland	Oh	45140	
523	White Pillars	New									Condominium (550)	4.14					386 Turtle Creek Dr 122a	Loveland	Oh	45140	
524	White Pillars	New									Condominium (550)	4.68					237 Valley Forge Dr 105a	Loveland	Oh	45140	
525	White Pillars	New									Condominium (550)	4.88					328 Turtle Creek Dr 107c	Loveland	Oh	45140	
526	White Pillars	New									Condominium (550)	3.37					312 Turtle Creek Dr 109c	Loveland	Oh	45140	
527	White Pillars	New									Condominium (550)	11.33					201 Valley Forge Dr 101a	Loveland	Oh	45140	
528	White Pillars	New									Condominium (550)	8.16					326 Turtle Creek Dr 107b	Loveland	Oh	45140	
529	White Pillars	New									Condominium (550)	13.73					366 Turtle Creek Dr 125c	Loveland	Oh	45140	
530	White Pillars	New									Condominium (550)	4.73					379 Turtle Creek Dr 131b	Loveland	Oh	45140	
531	White Pillars	New									Condominium (550)	5.95					304 Turtle Creek Dr 110c	Loveland	Oh	45140	
532	White Pillars	New									Condominium (550)	5.29					303 Turtle Creek Dr 111b	Loveland	Oh	45140	
533	White Pillars	New									Condominium (550)	5.42					384 Turtle Creek Dr 123d	Loveland	Oh	45140	
534	White Pillars	New									Condominium (550)	3.51					305 Turtle Creek Dr 111c	Loveland	Oh	45140	
535	White Pillars	New									Condominium (550)	5.67					386 Turtle Creek Dr 122a	Loveland	Oh	45140	
536	White Pillars	New									Condominium (550)	5.54					237 Valley Forge Dr 105a	Loveland	Oh	45140	
537	White Pillars	New									Condominium (550)	7.09					328 Turtle Creek Dr 107c	Loveland	Oh	45140	
538	White Pillars	New									Condominium (550)	5.26					312 Turtle Creek Dr 109c	Loveland	Oh	45140	
539	White Pillars	New									Condominium (550)	3.78					365 Turtle Creek Dr 129c	Loveland	Oh	45140	
540	White Pillars	New									Condominium (550)	10.16					201 Valley Forge Dr 101a	Loveland	Oh	45140	
541	White Pillars	New									Condominium (550)	6.44					326 Turtle Creek Dr 107b	Loveland	Oh	45140	
542	White Pillars	New									Condominium (550)	4.35					366 Turtle Creek Dr 125c	Loveland	Oh	45140	
543	White Pillars	New									Condominium (550)	1.58					372 Turtle Creek Dr 124b	Loveland	Oh	45140	
544	White Pillars	New									Condominium (550)	4.39					374 Turtle Creek Dr 124c	Loveland	Oh	45140	
545	White Pillars	New									Condominium (550)	3.41					380 Turtle Creek Dr 126d	Loveland	Oh	45140	
546	White Pillars	New									Condominium (550)	4.44					383 Turtle Creek Dr 126d	Loveland	Oh	45140	
547	White Pillars	New									Condominium (550)	3.43					356 Turtle Creek Dr	Loveland	Oh	45140	
548	White Pillars	New									Condominium (550)	5.54					342 Turtle Creek Dr 128c	Loveland	Oh	45140	
549	White Pillars	New									Condominium (550)	3.84					367 Turtle Creek Dr 129d	Loveland	Oh	45140	
550	White Pillars	New									Condominium (550)	7.42					318 Turtle Creek Dr 108b	Loveland	Oh	45140	
551	White Pillars	New									Condominium (550)	5.19					390 Turtle Creek Dr 132c	Loveland	Oh	45140	
552	White Pillars	New			19-Apr-10	240,100	240,100	1690	2005	0	Condominium	Condominium (550)	10.35					106 Pawler Ct 121d	Loveland	Oh	45140
553	White Pillars	New			25-Oct-12	284,700	307,400	2372	2012	0	Condominium	Condominium (550)	7.86					331 Turtle Creek Dr 114d	Loveland	Oh	45140



The data excerpt and inset photo above is for the sprawling ranch condominium community of White Pillars, one of only five single-family attached choices in Loveland. Note the Stats column of summary metrics: Total of 128 units built by the Drees Company in the early 2010's with an average value of \$268,400 and average plan area of 2,597 SF. The average time their owners have been in their condo is 5.1 years, the previous, likely original owner averaged 4.4 years. Today, only 5 units are absentee-owned and likely rentals, or a modest 3.9%. Also note that 69 of the 128 homes, or 54%, have resold in the last five years for an average \$289,800, up 8.0% from all most recent sales.

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

Subdivision	Type	Owner	Seller	ReDate	SalePrice	MktValue	BidGross	YrBuilt	OwnStat	Land Use	County Land Use	TimeIn	PriorTime	Stats	PriorPrc	PriorPrc	Address	City	State	ZIP
645 At Glen Lakes Sub	New			1-Feb-95	260,000	316,930	3610	1993	A	Sr	Resid single Family (S10)	25.60	95.15	Counts			226 Glen Lake Rd	Loveland	Oh	45140
646 At Glen Lakes Sub	New			31-May-07		312,660	2899	1995	0	Sr	Resid single Family (S10)	13.27	11.39	3,513			251,000 293 Glen Lake Rd	Loveland	Oh	45140
647 At Glen Lakes Sub	New			25-Jun-19		328,190	3132	1996	0	Sr	Resid single Family (S10)	1.19	22.98				9 Jul 96 255,000 322 Glen Lake Rd	Loveland	Oh	45140
648 At Glen Lakes Sub	New			9-Jun-20		357,030	3674	1994	0	Sr	Resid single Family (S10)	0.65	25.45				4-Aug-94 277,550 323 Glen Lake Rd	Loveland	Oh	45140
649 At Glen Lakes Sub	New			4-Aug-94	221,930	304,930	2372	1994	0	Sr	Resid single Family (S10)	26.10		AvgValue			305,504 305 Glen Lake Rd	Loveland	Oh	45140
650 At Glen Lakes Sub	New			4-May-94	238,830	300,130	2433	1994	0	Sr	Resid single Family (S10)	26.35		AvgTime			112 Woodridge Ct	Loveland	Oh	45140
651 At Glen Lakes Sub	New			19-Nov-96	270,900	286,156	2589	1996	0	Sr	Resid single Family (S10)	23.80	0.05	11.86			270,900 304 Glen Lake Rd	Loveland	Oh	45140
652 At Glen Lakes Sub	New			30-Sep-94	244,750	317,000	2888	1994	0	Sr	Resid single Family (S10)	25.94					327 Glen Lake Rd	Loveland	Oh	45140
653 At Glen Lakes Sub	New			7-Apr-94	229,210	314,540	2219	1994	0	Sr	Resid single Family (S10)	26.42					334 Glen Lake Rd	Loveland	Oh	45140
654 At Glen Lakes Sub	New			26-Oct-06		268,130	2459	1994	0	Sr	Resid single Family (S10)	13.86	5.49				272,500 269 Glen Lake Rd	Loveland	Oh	45140
655 At Glen Lakes Sub	New			24-Jan-13		310,520	2782	1994	0	Sr	Resid single Family (S10)	7.61	11.98				5-Feb-01 274,000 239 Glen Lake Rd	Loveland	Oh	45140
656 At Glen Lakes Sub	New			19-Nov-14		353,690	3314	1994	0	Sr	Resid single Family (S10)	5.79	12.59				22-Apr-02 335,700 221 Glen Lake Rd	Loveland	Oh	45140
657 At Glen Lakes Sub	New			15-Jan-15	206,667	310,000	2672	1995	0	Sr	Resid single Family (S10)	5.63	8.85				24-May-06 321,000 275 Glen Lake Rd	Loveland	Oh	45140
658 At Glen Lakes Sub	New			4-Feb-19		291,230	2433	1994	0	Sr	Resid single Family (S10)	1.58	11.99				9-Feb-07 374,500 233 Glen Lake Rd	Loveland	Oh	45140
659 At Glen Lakes Sub	New			25-Sep-19	125	306,540	2473	1994	0	Sr	Resid single Family (S10)	0.94	12.08				30-Aug-07 338,000 251 Glen Lake Rd	Loveland	Oh	45140
660 At Glen Lakes Sub	New			21-Jul-20		296,650	2287	1995	0	Sr	Resid single Family (S10)	0.12	18.05				6-Jul-02 288,000 238 Glen Lake Rd	Loveland	Oh	45140
661 At Glen Lakes Sub	New			29-Jul-20	270,500	327,000	3087	1988	0	Sr	Resid single Family (S10)	0.09	9.53				18-Jan-17 327,000 101 Woodridge Ct	Loveland	Oh	45140
662 At Glen Lakes Sub	New			16-Sep-88	415,000	325,880	2895	1995	0	Sr	Resid single Family (S10)	21.98	2.53				6-Mar-96 262,700 232 Glen Lake Rd	Loveland	Oh	45140
663 At Glen Lakes Sub	New			10-Jun-19		387,500	4096	1994	0	Sr	Resid single Family (S10)	1.23	2.97				21-Jun-16 367,500 244 Glen Lake Rd	Loveland	Oh	45140
664 At Glen Lakes Sub	New			20-Mar-19	386,500	309,080	2714	1995	0	Sr	Resid single Family (S10)	1.45	24.03				14-Mar-95 234,305 328 Glen Lake Rd	Loveland	Oh	45140
665 At Glen Lakes Sub	New			16-Mar-15	389,000	4418	1988	1997	0	Sr	Resid single Family (S10)	5.47	9.43				13-Oct-05 366,000 316 Glen Lake Rd	Loveland	Oh	45140
666 At Glen Lakes Sub	New			10-Feb-20	360,000	355,000	3188	1994	0	Sr	Resid single Family (S10)	0.56	2.83				12-Apr-17 355,000 262 Glen Lake Rd	Loveland	Oh	45140
667 At Glen Lakes Sub	New			27-Jan-97	272,900	323,790	3844	1994	0	Sr	Resid single Family (S10)	23.61	2.11				20-Dec-94 235,000 286 Glen Lake Rd	Loveland	Oh	45140
668 At Glen Lakes Sub	New			1-Nov-17	380,000	344,320	3438	1994	0	Sr	Resid single Family (S10)	2.84	13.27				29-Jul-04 347,000 274 Glen Lake Rd	Loveland	Oh	45140
669 At Glen Lakes Sub	New			21-Mar-05	306,000	281,120	2401	1994	0	Sr	Resid single Family (S10)	15.46	4.82				25-May-00 267,900 119 Woodridge Ct	Loveland	Oh	45140
670 At Glen Lakes Sub	New			27-Sep-04	349,000	316,670	2786	1995	0	Sr	Resid single Family (S10)	15.95	9.05				5-Sep-95 252,718 245 Glen Lake Rd	Loveland	Oh	45140
671 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	15.94	5.00				4-May-00 314,000 215 Glen Lake Rd	Loveland	Oh	45140
672 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	4.29	4.09				16-Apr-12 324,500 292 Glen Lake Rd	Loveland	Oh	45140
673 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	6.21	7.08				23-May-07 306,000 263 Glen Lake Rd	Loveland	Oh	45140
674 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	2.43	8.99				22-Sep-95 249,430 310 Glen Lake Rd	Loveland	Oh	45140
675 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	16.34	6.99				12-May-95 255,620 268 Glen Lake Rd	Loveland	Oh	45140
676 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	4.21	22.05				6-Jun-94 247,960 299 Glen Lake Rd	Loveland	Oh	45140
677 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	3.12	12.11				13-Jun-05 306,600 250 Glen Lake Rd	Loveland	Oh	45140
678 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	19.23	1.92				16-Jul-99 266,000 256 Glen Lake Rd	Loveland	Oh	45140
679 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	7.01	18.52				24-Feb-95 263,710 220 Glen Lake Rd	Loveland	Oh	45140
680 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	24.01					3-Sep-96 289,900 227 Glen Lake Rd	Loveland	Oh	45140
681 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	15.09					4-Aug-05 385,000 106 Woodridge Ct	Loveland	Oh	45140
682 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	3.51	22.45				20-Sep-94 214,400 113 Woodridge Ct	Loveland	Oh	45140
683 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	2.20	16.55				7-Dec-01 310,000 298 Glen Lake Rd	Loveland	Oh	45140
684 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	5.79	19.06				2-Nov-95 249,800 280 Glen Lake Rd	Loveland	Oh	45140
685 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	4.26	22.16				7-Apr-94 272,250 118 Woodridge Ct	Loveland	Oh	45140
686 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	7.92	6.97				14-Oct-05 336,000 107 Woodridge Ct	Loveland	Oh	45140
687 At Glen Lakes Sub	New									Sr	Resid single Family (S10)	22.33	0.97				22-May-97 248,000 100 Woodridge Ct	Loveland	Oh	45140
688 Barres Run	New									Sr	Single Family Dwelling (S10)	35.27					224 Saddleback Dr	Loveland	Oh	45140
689 Barres Run	New									Sr	Single Family Dwelling (S10)	34.38					166 Bridle Ln	Loveland	Oh	45140
690 Barres Run	New									Sr	Single Family Dwelling (S10)	28.35	15.25				95,000 242 Saddleback Dr	Loveland	Oh	45140
691 Barres Run	New									Sr	Single Family Dwelling (S10)	12.06	4.19				4-Jun-04 232,000 249 Saddleback Dr	Loveland	Oh	45140
692 Barres Run	New									Sr	Single Family Dwelling (S10)	17.10	11.67				30-Nov-91 125,000 118 Strrup Dr	Loveland	Oh	45140
693 Barres Run	New									Sr	Single Family Dwelling (S10)	0.34	11.16				5-Mar-09 196,000 261 Saddleback Dr	Loveland	Oh	45140
694 Barres Run	New									Sr	Single Family Dwelling (S10)	1.38	4.29				30-Dec-14 217,000 218 Saddleback Dr	Loveland	Oh	45140
695 Barres Run	New									Sr	Single Family Dwelling (S10)	32.20					112 Strrup Dr	Loveland	Oh	45140
696 Barres Run	New									Sr	Single Family Dwelling (S10)	18.60	9.40				14-Apr-93 127,500 107 Strrup Dr	Loveland	Oh	45140
697 Barres Run	New									Sr	Single Family Dwelling (S10)	2.70	4.34				20-Aug-13 142,000 885 Okland Rd	Loveland	Oh	45140
698 Barres Run	New									Sr	Single Family Dwelling (S10)	0.23	6.77				4-Sep-13 236,900 260 Saddleback Dr	Loveland	Oh	45140
699 Barres Run	New									Sr	Single Family Dwelling (S10)	11.88	8.37				6-Jun-00 184,000 125 Bridle Ln	Loveland	Oh	45140
700 Barres Run	New									Sr	Single Family Dwelling (S10)	21.46	0.90				29-Apr-98 170,000 136 Bridle Ln	Loveland	Oh	45140
701 Barres Run	New									Sr	Single Family Dwelling (S10)	18.21	8.16				26-Apr-94 124,000 6797 Loveland Miamville Rd	Loveland	Oh	45140
702 Barres Run	New									Sr	Single Family Dwelling (S10)		7.61				24-Jan-13 181,000 142 Bridle Ln	Loveland	Oh	45140
703 Barres Run	New									Sr	Single Family Dwelling (S10)	4.78	9.14				6-Oct-06 229,500 119 Bridle Ln	Loveland	Oh	45140
704 Barres Run	New									Sr	Single Family Dwelling (S10)	1.66	12.62				26-May-06 217,000 284 Saddleback Dr	Loveland	Oh	45140
705 Barres Run	New									Sr	Single Family Dwelling (S10)	5.66	10.67				10-May-04 193,000 130 Bridle Ln	Loveland	Oh	45140
706 Barres Run	New									Sr	Single Family Dwelling (S10)	12.76	16.68				29-Mar-91 129,000 272 Saddleback Dr	Loveland	Oh	45140
707 Barres Run	New									Sr	Single Family Dwelling (S10)	2.46					231 Saddleback Dr	Loveland	Oh	45140

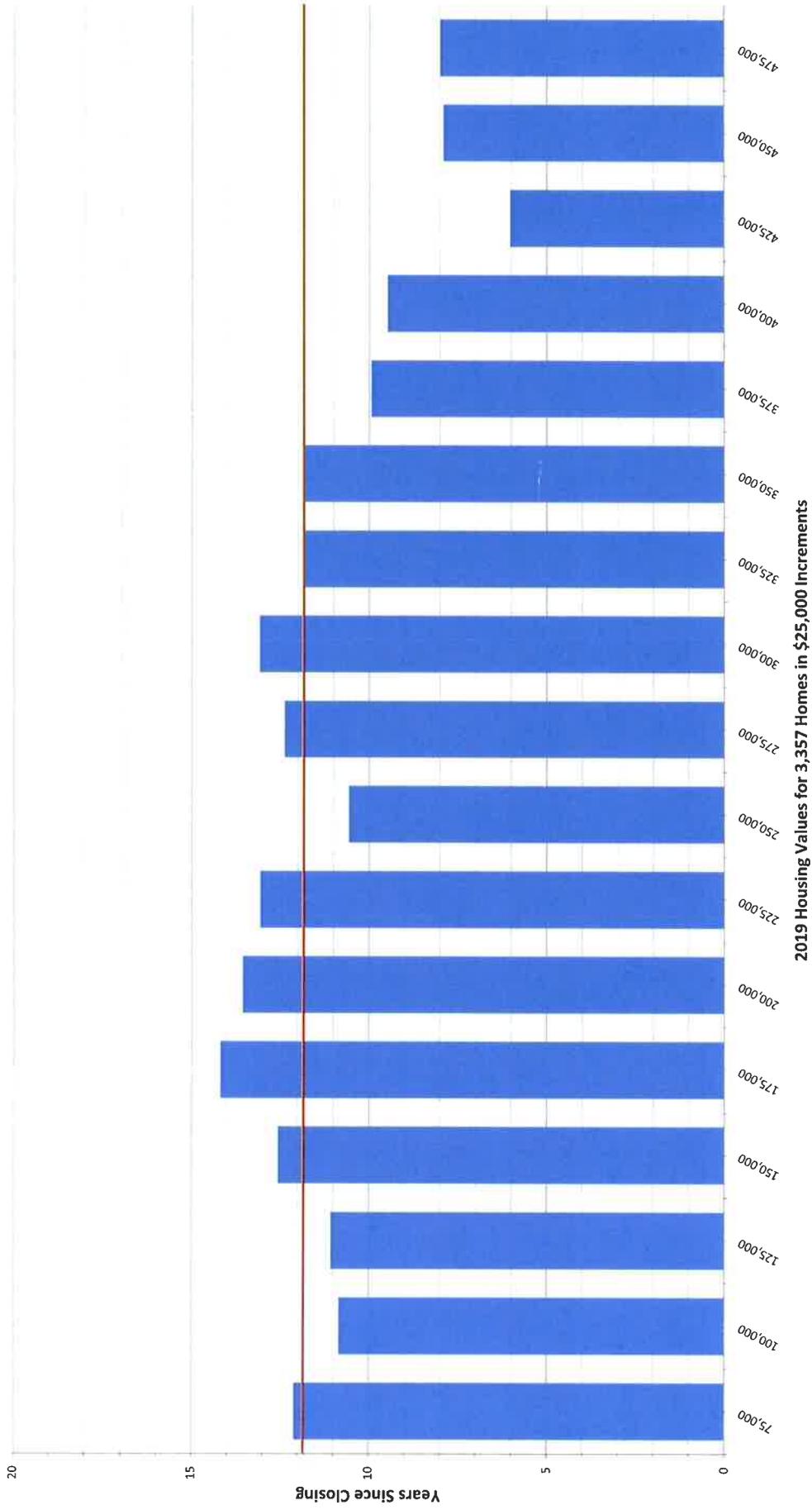


Lastly, the data excerpt and inset photo above is for the vast majority of Loveland housing in single-family detached homes. Note the **Stats** column of summary metrics: Two thirds of the total of 3,513 units were built between 1955-1995 with an average year built of 1971. Their average value is \$204,500 and average living area is 2,067 SF. The average time their owners have been in their home is 11.9 years and the previous owner averaged 9.4 years. Today, at least 337 homes are absentee-owned and likely rentals, or a minor 10%.

EXHIBIT D

LOVELAND HOUSING MARKET AHEAD: SUPPLY

LOVELAND HOUSING MARKET CIRCULATION
Housing Values by Owner Years in Home



Advisor was curious of the lengthy time that Loveland homes were and are owned. Every household's life station brings them into and later out of a larger, single-family home. Advisor parsed the housing data by **\$25,000 increments of 2019 values** for all housing and then each increment's average time occupied in years since their sale. Expectedly, the draw to Loveland creates a fairly consistent average across most values; note the overall housing average of 11.9 years as the **red line**. Interestingly, the average then drops at values beginning \$375,000-\$400,000 and continues to ease to the \$475,000-\$500,000 increment. See Advisor's Conclusions for an analysis.

EXHIBIT D

**CONFIDENTIALITY
and DISCLAIMERS**

This Loveland Housing Market Assessment is provided for the sole and confidential use of:

BLOSSOM HILL, LLC

Any disclosure of the contents of this Market Assessment without their expressed permission is not authorized. Any analyses herein was performed with proprietary housing market performance information, Esri® aerial imagery and Advisor Platform software licensed by Market Foresight and/or Client. Other information obtained from public records and compiled from onsite reviews as applicable is not proprietary, but their trends and conclusions, especially as they relate to the Client's assets or proposed development are strictly confidential. Unless noted otherwise, any field survey information compiled in the market analyses was verified from a second source, usually in the form of a personal or telephone interview with another industry professional having knowledge of the developer, builder, housing product, community or market trend.

Market Foresight has taken great care to gather, compile and document the information contained in this Assessment to their best abilities within the time and information constraints available. There is a small margin for error in each component of the analyses, but these errors are likely housing or demographic data undercounts and conservative market boundaries that, when combined, would have a negligible-to-conservative effect on the market trends described and inherent value to Client.

Conclusions drawn from this Assessment, if any, are based upon Client's disclosures, sample or previously assembled housing data, reasonable industry and professional assumptions, and Advisor's thirty-three years' experience in residential development, new home project marketing and trusted consultancy. Client must form their own assumptions and impart their own experience on the information presented to validate any conclusions drawn or even draw market conclusions of their own. Any errors in data accuracy, word processing and/or report formatting are not intended and Advisor will correct any reasonable error found by the Client upon request.

It has been our professional pleasure to provide the Client with this focused real estate information.

Thank you.



Michael J. Dinn, CRE® & President
Market Foresight, Inc.
michael@dinnfm.com
513.313.1978

TRAFFIC IMPACT STUDY

FOR

RESIDENTIAL DEVELOPMENT

**CITY OF LOVELAND,
HAMILTON COUNTY, OH**

Prepared For:
Abercrombie & Associates, Inc.
8111 Cheviot Road, Suite 200
Cincinnati, OH 45257

Prepared By:
Jamal Adhami, PE, PTOE
SHA Engineering, LLC
October 12, 2020

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- Appendix B - Traffic Data
- Appendix C - Turn Lane Warrants
- Appendix D - Capacity Analysis
- Appendix E - Trip Generation Summary

1. Introduction

The purpose of this Traffic Analysis Study (TAS) is to:

- Describe and measure the impact of traffic generated by the proposed development on State Route 48 (2nd Street) in Loveland, Ohio; and
- Provide a list of conclusions and recommendations related to traffic operations at Access Drive to the proposed development.

The proposed development includes a 28 units of residential apartment. The access to the new development is proposed through a driveway on State Route 48.

The location of the site is shown in Figure 1 and site plan is included in Appendix A.

Figure 1 – Location Map



2. Scope of Work

The scope of work for the Traffic Analysis includes the completion of following tasks.

- A. **Existing Traffic Conditions** – Traffic Data Collection on State Route 48 in the vicinity of the proposed development
- B. **Trip Generations and Distribution** –The estimated new trips will be completed using the 10th edition of ITE Trip Generation Manual. Table 1 in section 4 provides the summary of estimated trips used for the development of Build traffic volumes.

The distribution of the new trips will be estimated using the existing traffic patterns.

- C. **Level of Service Analysis** - The Study Area intersections will be analyzed for the AM and PM Peak hours at the Proposed Access Drive.
- D. **Turn Lane Warrants** – The study will evaluate a need for the exclusive turn lanes at the intersection of Proposed Access Drive on State Route 48.
- E. **Traffic Analysis Report** - A Traffic Analysis Report will be prepared describing the methodology used for the traffic analysis. The report will include appropriate traffic engineering analysis, conclusions, and recommendations to fully mitigate any potential adverse traffic impacts.

3. Existing Conditions

State Route 48 (Murdock Road) in the vicinity of the proposed development is a two-lane highway with a lane each for the northbound and southbound traffic. It is serving primarily residential area in the vicinity of the site. To the south it provides access to City of Loveland downtown. To the north it provides connections with communities in Warren and Clermont County.

The existing directional counts were completed on State Route 28 on September 24, 2020. The AM and PM Peak hour directional counts are included in Figure 2. The traffic data is included in Appendix B.

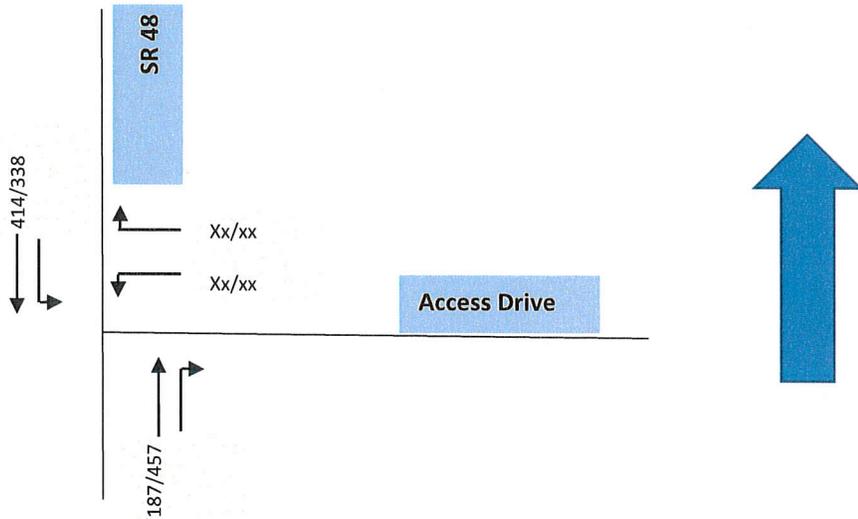


Figure 2 – 2020 Existing Counts
AM/PM xxx/xxx

4. Trip Generation and Distribution

The Trip generation estimates are based on the ITE Trip Generation Manual, Tenth Edition. The summary of estimated trips is provided in Table 1 below.

Table 1 – Estimated New Trips

Land Use	Unit (Dwelling Units)	Weekday			AM Peak			PM Peak		
		In	Out	Tot.	In	Out	Tot.	In	Out	Tot.
220 – Low Rise Apartments	28	103	102	205	3	10	13	10	6	16

The existing traffic counts were used for estimating the trip distribution of the new trips. The existing counts indicate the following.

- To/from the north on State Route 48 = 40%
- To/from the South on State Route 48 = 60%

Figure 3 shows the new trip distribution. Build traffic volumes are shown in Figure 4.

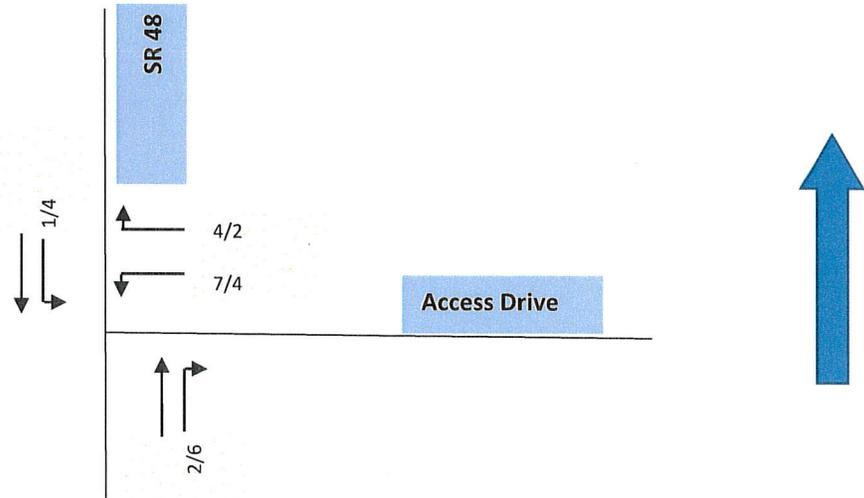


Figure 3 – New Trip Distribution
AM/PM xxx/xxx

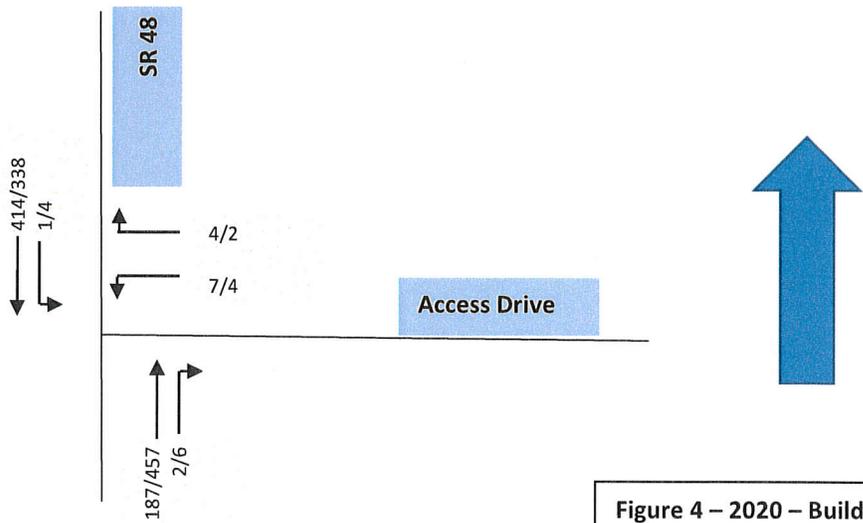


Figure 4 – 2020 – Build Traffic
AM/PM xxx/xxx

5. Analysis

Turn Lane Warrants

The turn lane warrants were completed using the procedure identified in Volume 1 of Location and Design Manual. The turn lane warrant was completed for the southbound left turn lane from State Route 48 to eastbound on Proposed Access Drive and exclusive northbound right turn lane from State Route 48 to eastbound on the Proposed Access Drive.

The analysis indicate exclusive turn lane are not warranted at the intersection of State Route 48 and Proposed Access Drive. The analysis results are included in Appendix C.

Capacity Analysis

Capacity analyses were performed for the intersection of State Route 48 and Proposed Access Drive. Capacity of an intersection is quantified by the Level of Service (LOS) which is based upon the amount of delay a vehicle experiences while at an intersection. The criterion for unsignalized intersections is listed below as defined in Chapter 18 and 19 of the Highway Capacity Manual (HCM 2010), Volume 3.

Table 2 – Signalized/Unsignalized Intersection LOS Criteria (Exhibit 18-4 HCM)	
Level of Service	Control Delay – Unsignalized Intersections (seconds/vehicles)
<i>A</i>	< 10
<i>B</i>	>10 – 15
<i>C</i>	>15 – 25
<i>D</i>	>25 – 35
<i>E</i>	>35 – 50
<i>F</i>	>50

The analysis is completed for the intersection analyzed is summarized below.

State Route 48 and Proposed Access Drive

The analysis completed for the intersection of State Route 48 and the proposed Access Drive is summarized in Tables 3 and 4.

The analysis completed for the AM and PM 2020 Build scenarios show a LOS B on the westbound approach on the proposed Access Drive. The southbound left turns show LOS A.

The results of the capacity analysis are attached as Appendix D.

Table 3 – State Route 48 at Access Drive - Level of Service/Delay (Seconds/Vehicle) - AM Peak Hour – Un-Signalized Conditions																	
Ex. Lane Use	<i>EB (N/A)</i>				<i>WB (Access Drive)</i>				<i>NB (State Route 48)</i>				<i>SB (State Route 48)</i>				<i>Intersection</i>
						LR		App				App.		L			
2020 Build						B		B						A			
						12.1		12.1						7.6			

Table 4 - State Route 48 at Access Drive - Level of Service/Delay (Seconds/Vehicle) - PM Peak Hour – Un-Signalized Conditions																	
Ex. Lane Use	<i>EB (N/A)</i>				<i>WB (Access Drive)</i>				<i>NB (State Route 48)</i>				<i>SB (State Route 48)</i>				<i>Intersection</i>
						LR		App				App.		L			Overall
2020 Build						B		B						A			
						14.9		14.9						8.4			

6. Findings

The preceding analysis and recommendations listed below are based on the typical procedure used for evaluating the impact of the proposed development on the adjacent roadway infrastructure and usual customary traffic engineering standards.

The capacity analysis completed at the intersection of State Route 48 and Proposed Access Drive show acceptable LOS at the intersection. The westbound approach of the proposed Access Drive show LOS B for the AM and PM Peak Hour Build scenarios.

The turn lane warrants completed indicate that the exclusive southbound left turn lane and the exclusive northbound right turn lane are not warranted at the intersection of State Route 48 and the proposed Access Drive.

Recommendations

All improvements to be made as per the recommendations in this study shall be completed following Standards published by the Ohio Department of Transportation, and supplements to these standards followed by City of Loveland, Ohio.

State Route 48 and Proposed Access Drive

- The east leg along the Access Drive shall be built with one inbound and one outbound lane.
- The westbound approach shall be built with stop control.

Appendix A
Site Plan

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
11330-44th Street, Suite 200
Cincinnati, OH 45244
513-251-9127
www.abercombie-associates.com

EXHIBIT E
BLOSSOM HILL
CITY OF LOVELAND, OHIO
PART M.S. #631, & PART M.S. #2192
CLERMONT & WARREN COUNTY, OHIO

ZONE CHANGE PLAN
5-15-20
J.C.
R.R.
40'

BLOSSOM HILL



OWNER:
WARREN CO. PARCEL
16-07-378-0130
CLEMONT CO. PARCEL
20-08-034-038
CHRISTINE L. ELMERS, TRUSTEE
8050 KROGER FARM ROAD
INDIAN HILL, OHIO 45243

DEVELOPER/APPLICANT:
BLOSSOM HILL DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45249



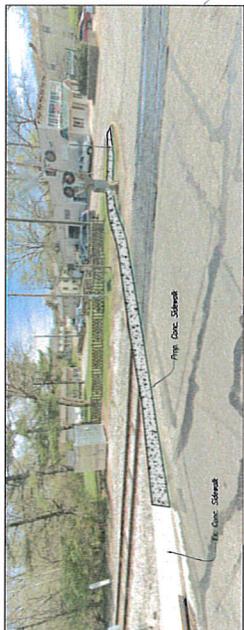
VICINITY MAP



PROP. SIDEWALK ALONG SECOND STREET



PROP. SIDEWALK ALONG SECOND STREET AT RAILROAD CROSSING



PROP. SIDEWALK ALONG SECOND STREET AT RAILROAD CROSSING

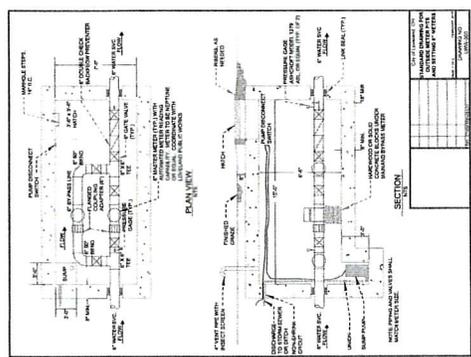
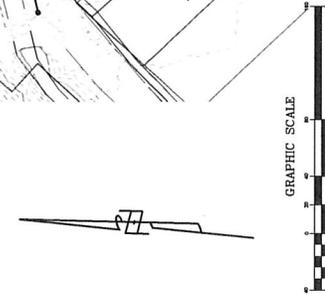
EX. ZONING = R-40
PROPOSED ZONING = R-4P
AREA = 5.539 ACRES
R/W = 0.248 ACRES
NET AREA = 5.291 ACRES
DENSITY = 28 UNITS/NET AREA = 5.1 UNITS/ACRE

PROPOSED SETBACKS
FRONT YARD = 25'
SIDE YARD = 5'
REAR YARD = 40'
TOWNHOMES = 28 UNITS
PARKING PROVIDED
GARAGE SPACES = 56
DRIVEWAYS = 16
STREET SPACES = 11

L1
N 39°33'43" E N 50°26'17" W
57.70' 15.00'

L2
N 25°57'04" W
49.64'

L3



NOTES:
1. PROVIDE ALL CONCRETE AND MATERIALS TO BE USED IN THIS PROJECT TO BE COMPLIANT WITH ALL APPLICABLE CODES AND REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOVELAND AND THE COUNTY ENGINEER.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER.
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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER.

Appendix B
Traffic Data

Traffic Counts on 2nd Street- Loveland, OH **EXHIBIT E**

Provided by: SHA Engi
 6221 Thornberry Court,
 Mason, OH, 45040, US

14.B.e

Thu Sep 24, 2020
 Full Length (6 AM-6 PM)
 All Classes (Lights and Motorcycles, Heavy)
 All Channels
 ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north
 of Lyons

Leg Direction Time	South Northbound		North Southbound		Int
	T	App	T	App	
2020-09-24 6:00AM	2	2	31	31	33
6:15AM	11	11	56	56	67
6:30AM	18	18	56	56	74
6:45AM	30	30	82	82	112
Hourly Total	61	61	225	225	286
7:00AM	27	27	87	87	114
7:15AM	37	37	125	125	162
7:30AM	29	29	112	112	141
7:45AM	63	63	96	96	159
Hourly Total	156	156	420	420	576
8:00AM	58	58	81	81	139
8:15AM	49	49	69	69	118
8:30AM	45	45	81	81	126
8:45AM	48	48	75	75	123
Hourly Total	200	200	306	306	506
9:00AM	50	50	61	61	111
9:15AM	44	44	57	57	101
9:30AM	38	38	69	69	107
9:45AM	53	53	56	56	109
Hourly Total	185	185	243	243	428
10:00AM	59	59	62	62	121
10:15AM	56	56	54	54	110
10:30AM	57	57	60	60	117
10:45AM	47	47	59	59	106
Hourly Total	219	219	235	235	454
11:00AM	58	58	61	61	119
11:15AM	52	52	74	74	126
11:30AM	52	52	65	65	117
11:45AM	57	57	61	61	118
Hourly Total	219	219	261	261	480
12:00PM	58	58	64	64	122
12:15PM	44	44	55	55	99
12:30PM	60	60	71	71	131
12:45PM	70	70	56	56	126
Hourly Total	232	232	246	246	478
1:00PM	53	53	60	60	113
1:15PM	62	62	60	60	122
1:30PM	59	59	63	63	122
1:45PM	77	77	65	65	142
Hourly Total	251	251	248	248	499
2:00PM	53	53	71	71	124
2:15PM	63	63	62	62	125
2:30PM	82	82	77	77	159
2:45PM	74	74	75	75	149
Hourly Total	272	272	285	285	557
3:00PM	82	82	62	62	144
3:15PM	93	93	85	85	178
3:30PM	112	112	68	68	180
3:45PM	95	95	63	63	158
Hourly Total	382	382	278	278	660
4:00PM	128	128	55	55	183
4:15PM	108	108	76	76	184
4:30PM	111	111	97	97	208

EXHIBIT E

Leg Direction	Southbound		Northbound		Int	
	T	App	T	App		
Time						
	4:45PM	122	122	86	86	208
	Hourly Total	469	469	314	314	783
	5:00PM	116	116	79	79	195
	5:15PM	112	112	67	67	179
	5:30PM	116	116	92	92	208
	5:45PM	100	100	113	113	213
	Hourly Total	444	444	351	351	795
	Total	3090	3090	3412	3412	6502
	% Approach	100%	-	100%	-	-
	% Total	47.5%	47.5%	52.5%	52.5%	-
	Lights and Motorcycles	2966	2966	3307	3307	6273
	% Lights and Motorcycles	96.0%	96.0%	96.9%	96.9%	96.5%
	Heavy	124	124	105	105	229
	% Heavy	4.0%	4.0%	3.1%	3.1%	3.5%

*T: Thru

Traffic Counts on 2nd Street- Loveland, OH - ATR **EXHIBIT E**

Thu Sep 24, 2020

Full Length (6 AM-6 PM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north of Lyons

Provided by: SHA Engi
6221 Thornberry Court,
Mason, OH, 45040, US

14.B.e

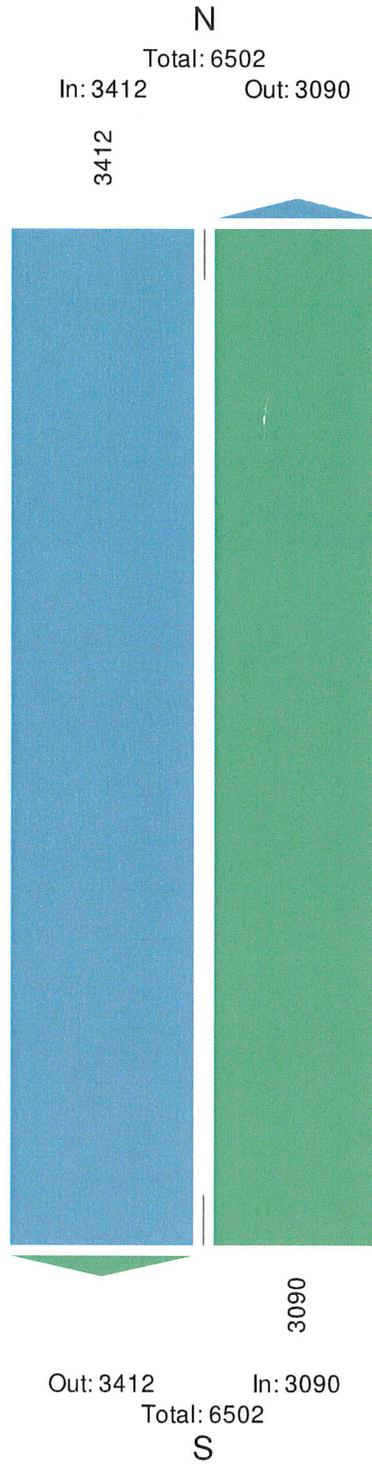


EXHIBIT E

14.B.e

Traffic Counts on 2nd Street- Loveland, OH - ATR

Provided by: SHA Engineering
6221 Thornberry Court,
Mason, OH, 45040, US

Thu Sep 24, 2020

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north of Lyons

Leg Direction	South Northbound		North Southbound		Int
	T	App	T	App	
Time					
2020-09-24 7:15AM	37	37	125	125	162
7:30AM	29	29	112	112	141
7:45AM	63	63	96	96	159
8:00AM	58	58	81	81	139
Total	187	187	414	414	601
% Approach	100%	-	100%	-	-
% Total	31.1%	31.1%	68.9%	68.9%	-
PHF	0.742	0.742	0.828	0.828	0.927
Lights and Motorcycles	179	179	403	403	582
% Lights and Motorcycles	95.7%	95.7%	97.3%	97.3%	96.8%
Heavy	8	8	11	11	19
% Heavy	4.3%	4.3%	2.7%	2.7%	3.2%

*T: Thru

Traffic Counts on 2nd Street- Loveland, OH
Thu Sep 24, 2020
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights and Motorcycles, Heavy)
All Channels
ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north
of Lyons

EXHIBIT E

Provided by: SHA Engineering
6221 Thornberry Court,
Mason, OH, 45040, US

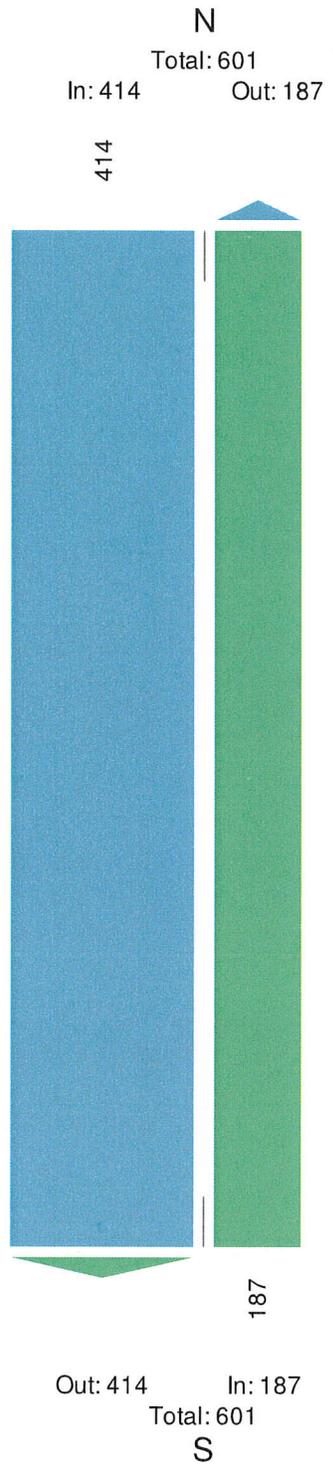


EXHIBIT E

14.B.e

Traffic Counts on 2nd Street- Loveland, OH - ATR

Provided by: SHA Engineering
 6221 Thornberry Court,
 Mason, OH, 45040, US

Thu Sep 24, 2020

Midday Peak (11:15 AM - 12:15 PM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north of Lyons

Leg Direction	South Northbound		North Southbound		Int	
	T	App	T	App		
Time						
	2020-09-24 11:15AM	52	52	74	74	126
	11:30AM	52	52	65	65	117
	11:45AM	57	57	61	61	118
	12:00PM	58	58	64	64	122
	Total	219	219	264	264	483
	% Approach	100%	-	100%	-	-
	% Total	45.3%	45.3%	54.7%	54.7%	-
	PHF	0.944	0.944	0.892	0.892	0.958
	Lights and Motorcycles	209	209	252	252	461
	% Lights and Motorcycles	95.4%	95.4%	95.5%	95.5%	95.4%
	Heavy	10	10	12	12	22
	% Heavy	4.6%	4.6%	4.5%	4.5%	4.6%

*T: Thru

EXHIBIT E

Traffic Counts on 2nd Street- Loveland, OH - ATR

Thu Sep 24, 2020

Midday Peak (11:15 AM - 12:15 PM)

All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north of Lyons

Provided by: SHA Engineering
6221 Thornberry Court,
Mason, OH, 45040, US

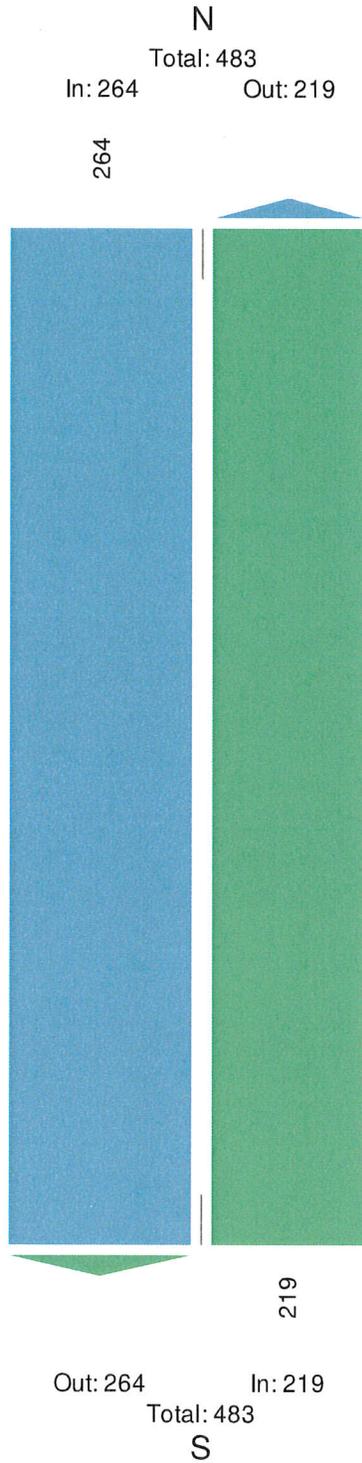


EXHIBIT E

14.B.e

Traffic Counts on 2nd Street- Loveland, OH - ATR

Provided by: SHA Engineering
 6221 Thornberry Court,
 Mason, OH, 45040, US

Thu Sep 24, 2020
 PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour
 All Classes (Lights and Motorcycles, Heavy)
 All Channels
 ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north
 of Lyons

Leg Direction	South Northbound		North Southbound		Int
	T	App	T	App	
Time					
2020-09-24 4:15PM	108	108	76	76	184
4:30PM	111	111	97	97	208
4:45PM	122	122	86	86	208
5:00PM	116	116	79	79	195
Total	457	457	338	338	795
% Approach	100%	-	100%	-	-
% Total	57.5%	57.5%	42.5%	42.5%	-
PHF	0.936	0.936	0.871	0.871	0.956
Lights and Motorcycles	446	446	332	332	778
% Lights and Motorcycles	97.6%	97.6%	98.2%	98.2%	97.9%
Heavy	11	11	6	6	17
% Heavy	2.4%	2.4%	1.8%	1.8%	2.1%

*T: Thru

EXHIBIT E

Traffic Counts on 2nd Street- Loveland, OH - ATR

Thu Sep 24, 2020

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

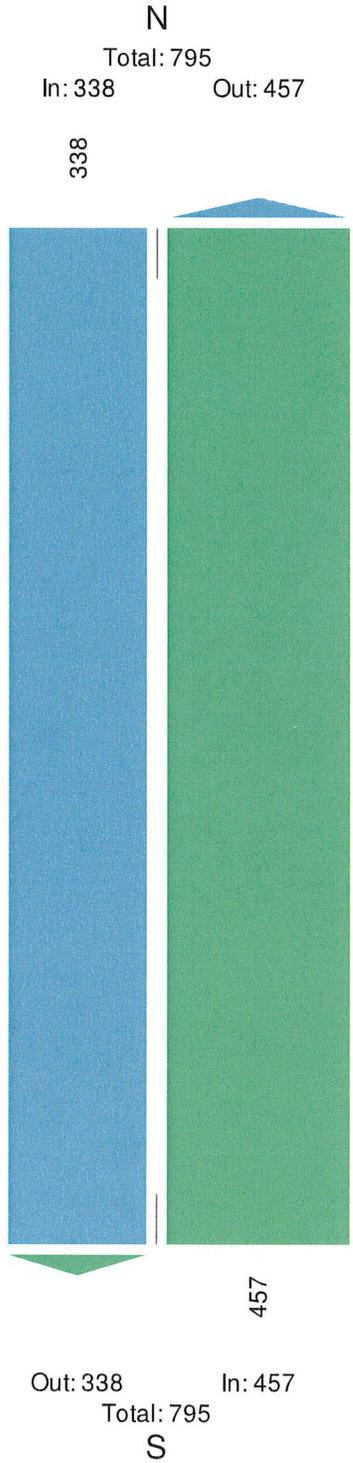
All Classes (Lights and Motorcycles, Heavy)

All Channels

ID: 783398, Location: 39.270518, -84.254007, Site Code: SR 48, 2nd Street north of Lyons

Provided by: SHA Engineering
6221 Thornberry Court,
Mason, OH, 45040, US

14.B.e



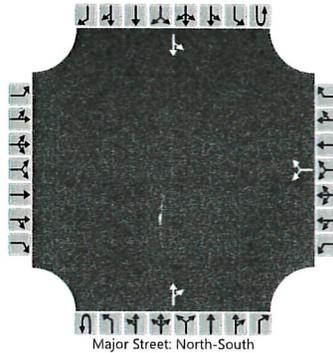
Appendix C
Turn Lane Warrants

Appendix D
Capacity Analysis

EXHIBIT E

General Information		Site Information	
Analyst	JA	Intersection	SR 48 at Access Drive
Agency/Co.	SHA Engineering	Jurisdiction	City of Loveland
Date Performed	9/28/2020	East/West Street	Proposed Access Drive
Analysis Year	2020	North/South Street	State Route 48
Time Analyzed	AM Peak - Build	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Proposed Residential Apartments		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						7		4			187	2		1	414	
Percent Heavy Vehicles (%)						3		3						3		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2							4.1	
Critical Headway (sec)						6.43		6.23							4.13	
Base Follow-Up Headway (sec)						3.5		3.3							2.2	
Follow-Up Headway (sec)						3.53		3.33							2.23	

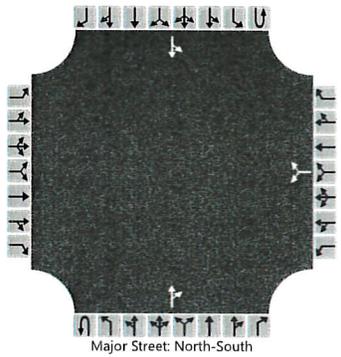
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						12									1	
Capacity, c (veh/h)						520									1360	
v/c Ratio						0.02									0.00	
95% Queue Length, Q ₉₅ (veh)						0.1									0.0	
Control Delay (s/veh)						12.1									7.6	
Level of Service (LOS)						B									A	
Approach Delay (s/veh)					12.1								0.0			
Approach LOS					B											

EXHIBIT E

General Information		Site Information	
Analyst	JA	Intersection	SR 48 at Access Drive
Agency/Co.	SHA Engineering	Jurisdiction	City of Loveland
Date Performed	9/28/2020	East/West Street	Proposed Access Drive
Analysis Year	2020	North/South Street	State Route 48
Time Analyzed	PM Peak - Build	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Proposed Residential Apartments		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR			LT	
Volume (veh/h)						4		2			457	6		4	338	
Percent Heavy Vehicles (%)						3		3						3		
Proportion Time Blocked																
Percent Grade (%)							0									
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2							4.1	
Critical Headway (sec)						6.43		6.23							4.13	
Base Follow-Up Headway (sec)						3.5		3.3							2.2	
Follow-Up Headway (sec)						3.53		3.33							2.23	

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						7									4	
Capacity, c (veh/h)						371									1056	
v/c Ratio						0.02									0.00	
95% Queue Length, Q ₉₅ (veh)						0.1									0.0	
Control Delay (s/veh)						14.9									8.4	
Level of Service (LOS)						B									A	
Approach Delay (s/veh)						14.9									0.1	
Approach LOS						B										

Appendix E
Trip Generation Summary

EXHIBIT E

Trip Generation Summary

Alternative: Alternative 1
 Phase: Loveland Residential
 Project: Loveland Residential

Open Date: 10/12/2020
 Analysis Date: 10/12/2020

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic		
		* Enter	Exit	Total	* Enter	Exit	Total	* Enter	Exit	Total
220	LOW-RISE 1	103	102	205	3	10	13	10	6	16
	28 Dwelling Units									
	Unadjusted Volume	103	102	205	3	10	13	10	6	16
	Internal Capture Trips	0	0	0	0	0	0	0	0	0
	Pass-By Trips	0	0	0	0	0	0	0	0	0
	Volume Added to Adjacent Streets	103	102	205	3	10	13	10	6	16

Total Weekday Average Daily Trips Internal Capture = 0 Percent
 Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent
 Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.



City of Loveland City Council Memorandum

DATE: October 27, 2020

TO: Mayor and Council

FROM: Misty Brents
Clerk of Council

SUBJECT: December 2020 Meeting Schedule

Section 2.05 of the Loveland Charter states that Council's regular meetings shall be held as prescribed in the Council Rules, but not less frequently than twice each month except in the month of December if one meeting during this month is approved by at least five members of Council.

Section 117.01 of the Loveland Code of Ordinances, Council Rules, Rule 2, states that Council shall meet on the second and fourth Tuesday of each month at times as Council shall determine or at such other time or place as Council shall determine.

This year, Council's regular December meetings fall on December 8 and 22. At this time, staff foresees a need to hold two meetings in December. However, staff proposes that the December 22 meeting be rescheduled to December 15, the third Tuesday of the month, to allow City Council and staff more time to enjoy the holiday season.

If Council is in agreement, a motion to reschedule the December 22 meeting to December 15 would be in order.

COUNCILMANIC WORKSHEET
October 27, 2020

Action Pending	Date Referred	Report Due From	Report Date
1. Quarterly Income Tax Update	09/25/12	City Manager/Finance Director	11/10/20
2. Approval of Quarterly Financial Report	11/13/02	Finance Director	11/10/20
3. Street Rehabilitation Cost Analysis	11/27/18	Public Works Director/City Engineer	11/10/20
4. Downtown Parking Regulations	03/22/16	Police Chief & City Manager	11/10/20
5. City Council Goal Update	03/12/16	City Manager	12/08/20
6. Quarterly Redevelopment/Disposition of City and CIC Owned Property Report	01/13/09	City Manager	12/08/20
7. Facilities Plan and Analysis for Municipal Properties	06/10/15	City Manager	TBD
8. Pedestrian & Bicycle Bridge Feasibility	12/06/16	City Manager	TBD

Veterans Memorial Committee

Meeting minutes August 19,2020

Loveland city Hall -120 W. Loveland Avenue

1800 Meeting was called to order, the Pledge of Allegiance was recited by all.

Roll call Members in attendance Terry Stouder, Jeff Payton, Terrie Puckett, Adam Jarenek, Rebekah Galloway, and Benjamin Parker all present. David Scott excused.

Old business. Scheduling of washing memorial and possible highlight. Scheduled but has not been done yet. Discussion of possible consideration of plexi glass, plastic or some type of sealer to protect the integrity of memorial. Tabled for now.

Military banners. Poles were counted on Loveland Madera (10 possible poles) East Loveland (18 – 20 Possible poles) East Loveland into West Loveland (18 -20 Poles) discussion of trees interfering with banners.

Discussion of whether we wanted double sided banners on poles or 1 side.

Discussion on hard ware for banners. Possible order a sample or see in Owensville has an old one we can look at. Terrie to check into samples.

Discussion on who will hang up and take down banners. Adam to check with Fire Department to see if this is something they would be willing to help with to save on cost.

All Banner ideas were tabled until more information can be gathered.

Discussion on how we can get the committee more involved with veterans. Possible submit a letter to the VA for there Mobil unit. Possible bringing out twice a year for Memorial Day and veterans' day. Placing of said unit possible by the memorial or bike trail. Terry to contact Larry for ideas. Tabled until next meeting.

Still Selling pavers. Waiting on a call from Terry Shulmeyer on replacement ideas or cleaning.

340.00 Was donated to the memorial park in honor of Edna Betty and Kenny Shorts.

Terrie presented idea for an orientation to memorial. Possible having some brief history of said memorial and a directory. Price of said sign (4x12 Panel 895.00 installed) bigger sign more money, more durable sign more money.

Discussion of possible QR codes on sign for the younger generation

Possible good idea for an Eagle Scout project.

Motion was made to prepare a budget before the end of September to present to the budget committee. Ben, Rebekah and Adam to work on budget. Base line for budget was 4250.00 for last 4 yrs. Want to go high on numbers possible little over 8000.00 this year.

Next meeting set for September 2, 2020 to discuss budget only.

Meeting adjourned 1837

Respectfully submitted

Jeff Payton

**PLANNING & ZONING COMMISSION
MEETING MINUTES
September 1, 2020**

**Call to Order &
Pledge of Allegiance**

Mr. Kressler called the meeting of the Loveland Planning and Zoning Commission to order at 7:00 p.m. The Pledge of Allegiance was recited.

Roll Call

The following Commission members were present: Mr. Kressler, Mr. Redmond, Mr. Kady, Mr. O'Neill, Mr. Butler.

Staff Present

Others in attendance: City Manager, David Kennedy, Assistant City Manager, Tom Smith and Planning and Zoning Clerk, Eva Wisby.

Open Forum

No one signed up for open forum.

**Public Hearing: Case
#20-02 Zoning Map
Amendment: 418 N.
Second. St.**

Mr. Butler moved to open the public hearing for Case #20-02, seconded by Mr. Redmond. ROLL CALL: YES: Mr. Kressler, Mr. Redmond, Mr. Kady, Mr. Butler, Mr. O'Neill. Motion carried.

Mr. Courtney Hauck, 497 N. Second St. addressed the Commission. He stated that that he is against multi-family in a residential neighboring area. He is concerned about the access and care of the cemetery. He explained some background and history of the cemetery and the importance of it. He concluded by stating there is no benefit to the city with the proposed development and the only ones that will benefit are the developers.

Mr. Dick Warren, 215 Sentry Hill Dr. addressed the Commission. He stated that he did not understand why the city would approve to change the zoning to multi-family. He does not feel that is appropriate for the area. He also stated that there was no benefit for Loveland to approve the rezoning and have the development in the city.

Ms. Lisa Brady, 216 Sentry Hill Dr. addressed the Commission. She stated that she had issues concerning the rezoning. She had concerns about the increase of traffic on State Route 48 and back up at the traffic light downtown. She had concerns about the loss of the scenery of the woods behind their homes that abut the proposed development area. She had concerns about the stormwater drainage that may come from the development. She concluded by stating that the 15-foot easement between the properties was not on the site plan that was submitted.

Mr. Tom Scovanner, 155 Overlook Dr. addressed the Commission. He stated that there should have been a study that provided rational evidence why a change in the rezoning was needed. He stated that the development does not match what was proposed in the comprehensive master plan for that area. He added that north State

Route 48's infrastructure could not handle the additional traffic of a 28-unit development. The development would cause a negative impact on neighboring properties regarding property values. He concluded by stating that he felt the applicant did not meet the requirements of Chapter 1115.06 (A).

Mr. Alan Brookes, 211 Sentry Hill Dr. addressed the Commission. He stated that he was concerned about the transformation of the property in the multi-family. He felt that the property would eventually be developed and could be developed as single family. He felt that three to four story homes were an overkill. He concluded by stating there needs to be good decision making and good ideas have made Loveland blossom and he felt that this was not a good idea.

Mr. Jason Hamilton, 200 Sentry Hill Dr. addressed the Commission. He stated that he concurs with Mr. Brookes. He loves the community and the downtown. He stated that the multi-family development of Loveland Station has caused more traffic issues and is an eyesore. He felt that a reasonable development could be developed that was more in line with the comprehensive master plan.

Mr. Dave Stanton, 208 Sentry Hill Dr. addressed the Commission. He stated that the responses from the applicant did not meet the code requirements in his opinion and there was no study presented that proved there was a demand for these types of units. He stated that Broadway Brownstones had trouble selling. He asked why the applicant was not looking at the Main and Hill Street property for sale that was already zoned for 19 units of this type. The proposed development does not meet the comprehensive master plan nor is it benefit the interest of the residents, only the developer. He continued to state that the applicant backed out of the development in Madeira due to push back. He concluded that he spoke to the curator of the cemetery and she stated that she had not even been contacted regarding the plans that the applicant has spoken about for the cemetery.

Mr. Jack Paytes, 400 N. Second St. addressed the Commission. He stated that he liked the idea of the sidewalk to downtown, but the road is not big enough and will encroach into his property. He stated he was concerned about the water runoff control across from Lyons. He can go upstairs of his home and look out the window and see the creek flooding over the street. There is water runoff in his back yard and the railroad company tried to fix the issue, but it did not work. He continues to get flooding in his back yard.

Mr. Mike Andebso, 303 Caprice Court, addressed the Commission. He questioned them if they would want three-four story townhomes right in their backyard. He does not think the property should be rezoned.

Mr. John Post, 100 Overlook Drive, addressed the Commission. He stated that he was concerned about traffic and the applicant had not submitted a traffic study. He was concerned about the addition of fifty to eighty more cars on State Route 48. He added that he purchased his property about four years ago and made sure they were buying in a nice neighborhood. He moved from West Chester and loves Loveland. He concluded by stating that he looked at the comprehensive master plan and the

proposed development is a breach of what the plans states for the area of the proposed development.

Mr. Joe Farruggia, applicant, addressed the Commission. He stated that at the last meeting Mr. Butler stated that they did not formally address the code and they have now addressed the code and submitted responses as to why they believe the proposed development is suitable for the property and area. He felt it was a good transition to the downtown district. He added that the site plan shows that they are providing a forty-foot buffer from Sentry Hill with an additional fifteen by the cemetery easement. The cemetery is not part of their property, but they have offered to provide access to the cemetery through their development as well as fencing and signage.

He continued stating that they felt that the proposed product was desirable for Loveland. He explained the design was a new trend and he believes the unit would be sold before they were completed. They are providing the infrastructure of a private road which would not require city services to maintain. He felt this property would increase surrounding property values. The traffic would be minimal with the type of people who would be purchasing these units. He added that there would be no clearing nor grading on the Sentry Hill side of the property.

Mr. Farruggia continued to discuss the type of material that the units would be developed with as well as roof top patios. The units would be developed at a lower grade than Sentry Hill and have a buffer. He discussed how there would be no affect on the stormwater by their development.

He concluded by stating that their engineer looked at the site and used a chip generator to determine there would be a minimal change in the AM and PM peek times.

Ms. Joha Warren, 210 Sentry Hill Dr., addressed the Commission. She stated that the proposed development would increase current traffic issues. She stated that Loveland is a lovely town with lovely people. And people send letters from all over to the Loveland post office to get stamped. She stated that between the parking garage and the proposed development there will be more traffic on State Route 48. She added between the regular traffic and the school busses having to stop at the railroad crossing, traffic is backed up from 7AM-9AM every day.

Mr. Steve Rumberg, 309 Caprice Ct., addressed the Commission. He stated that it is easier to walk downtown than to drive. He stated that the development could add fifty to sixty more cars on State Route 48 and that you already have trouble making a left hand turn out of their subdivision now.

Mr. Kady stated that he felt that this development would be a good transition from the eastern neighborhoods to downtown.

Mr. Butler stated that the 2002 comprehensive master plan discussed goals for the neighborhoods for the eastern area off State Route 48 and it was to maintain similar

development. He questioned Exhibit "A" that was submitted by the applicant, on the first page it stated that the market demands these types of units. The applicant based that on their own observation by having fifty years of experience. It also stated that the project would be successful in this location and would be beneficial to Loveland and that residential medium density lots could not be sold there. The exhibit also stated that the product would be more desirable in that location and you would not be able to see the units. The exhibit stated that there was an increased demand for the type of product, but no study has been presented to show that. He added that the applicant felt that their experience was as good as someone that was in the business of preparing studies.

Mr. Butler questioned if the applicant had looked at the property behind the post office that was already zoned for the type of product. He questioned Mr. Farruggia if he felt that the proposed development was in line with the comprehensive master plan. Mr. Farruggia answered yes. Mr. Butler questioned what their issues were with development in Madeira. Mr. Farruggia answered that it was a misquote in the Business Courier.

Mr. Farruggia stated that their engineer did a traffic, trip generation, study that showed there was a small difference in am peak incremental times. Mr. Butler stated that a traffic study information is most critical.

Mr. Kressler stated that the zoning for the property behind the post office supports \$400-500, 000 units. Mr. Farruggia stated that he is aware of that, but that property is further from the downtown district. Mr. Kressler and Mr. Farruggia continued to discuss stormwater on the site as well as clearing, buffering, and landscaping screening.

Mr. Kady stated that the Sentry Hill was in the northern neighborhood location and he felt the property of the proposed development was in the downtown core and you would not expect this property to be developed to look like others in the northern section and he also felt that the proposed development was a good transition to downtown.

Mr. Redmond stated they must work with the tools they have, and he grew up in Loveland and part of Loveland's success is the traffic. If we did not have increased traffic, then we would not have had any growth. He added that traffic is something that needs to be worked on, but it comes with growth.

Mr. Butler stated that he felt that the applicant did not meet the requirements in Section 1115.06 of the code and felt this development would be more appropriate in an area that was already zoned for multi-family.

Mr. O'Neill stated that development on the property is going to happen. He added that he respected all the comments from the residents that spoke.

Mr. Butler agreed and added that being there were two different perspectives on the proposed development, everyone has treated each other with respect, and he

thanked everyone for that.

Mr. Butler moved to close the public hearing, seconded by Mr. Redmond. ROLL CALL: YES: Mr. O'Neill, Mr. Redmond, Mr. Butler, Mr. Kady, Mr. Kressler. Motion carried

Mr. Butler moved for a vote to recommend Case #20-05 to City Council for them to consider, seconded by Mr. Redmond. ROLL CALL: YES: Mr. Kressler, Mr. Kady, Mr. O'Neill. NO: Mr. Butler, Mr. Redmond. Motion carried

Communications

Mr. Butler updated the Commission on discussions from the City Council Minutes in the packet.

Adjournment

There being no further business, Mr. Butler moved to adjourn the meeting, seconded by Mr. Kressler. All were in favor. Meeting adjourned at 8:38 P.M.



Mr. Kressler, Chairperson



Eva Wisby, Clerk

Veterans' Committee

Meeting Minutes September 2, 2020

Meeting was called to order at 6:04 pm

In attendance: Terry Stouder, Adam Jeranek, Benjamin Parker, Terrie Puckett, and from the City staff, Misty Brents.

Discussion: budget 2021

- Repairs \$4500
- Signage \$1500
- Clean-up \$2500
- Banner seed money, banner hardware and miscellaneous \$2000

Total 10,500

Note, sell banners to recoup expenses—cost per is about \$66

Note, estimate from YETI Restoration to clean. Need a second estimate. Committee member, Bekah Galloway's husband works for YETI.

Company that installed granite slab with WWII names will re-etch and add a protective layer on top as part of lifetime warranty.

Motion to approve budget and seconded. Vote 4-0

Motion to approve Benjamin Parker to ask scouts to about repainting names on pavers—older scouts only. Would also have scouts fundraise for supplies. Vote 4-0

Next meeting 10/20/2020

Meeting adjourned 7:45pm

Beautification Committee Minute Meetings
Monday, September 14, 2020
Loveland City Hall - 120 West Loveland Avenue

Call to Order and Pledge of Allegiance The meeting was called to order by Chair of Committee Terrie Puckett at 6:30pm. The Pledge was recited by all. Committee members in attendance: Tami Funke, Shanda Gentry, Donna Jenkins, Terrie Puckett and Nick Winnenberg. Others in attendance: Clerk of Council Misty Brents. A motion to excuse Jessica Heeg was made by Ms. Jenkins and seconded by Mr. Winnenberg. The motion passed 5-0.

Review and Approval of Minutes Ms. Puckett asked for a motion to approve the minutes from August 10, 2020. Approval was motioned by Mr. Winnenberg and seconded by Ms. Jenkins. Motion passed 5-0.

Old Business A. Fall Planting Details: Clean-out of all planters, baskets, and bridge boxes will be conducted by planting date of October 10, 2020. Ms. Gentry will assign areas to Committee Members by October 1, 2020. Bridge boxes to be emptied completely with begonias only remaining in planters. A motion was made by Ms. Jenkins and seconded by Mr. Winnenberg for purchase of 35 cabbage plants to fill planters. Motion passed 5-0. Plants will be delivered to the Butterfly garage on October 9/10, 2020.

B. Light Up Loveland: A sub-committee consisting of Ms. Jenkins and Mr. Winnenberg will plan a media blitz for LUL beginning October 1, 2020. An email address will be set up for communicating dates, rules, etc. for LUL, as well as any future events. Details were discussed, such as the nomination process, forms, picture displays, judging criteria, etc. Ms. Jenkins volunteered to manage nominations. A joint media push with Loveland Magazine and Chamber (CeeCee) was noted. A sub-committee will be formed at the November Committee Meeting to distribute awards to winners. The tentative timeline frame for LUL events is as follows: October 1 (media push begins), November 1 (online nomination forms), December 14-15 (judging by committee), December 18-21 (online judging), December 23 (Winners selected and announced)

C. Numbering Planters: Ms. Puckett and Ms. Gentry formed a sub-committee to determine the budget and other specifics for installation of a numbering system for planters.

New Business Christmas Planter Decor: There was a discussion about using live trees(heart shaped bows) and then donating them for reforestation. A motion to explore a joint effort with the Tree and Environment Committee was made and Mr. Winnenberg volunteered to reach out to the Committee for consideration. The motion was seconded by Ms. Gentry and passed 5-0.

Staff and Committee Comments The next meeting will be held Monday, October 12, 2020.

Adjournment There being no other business before the Committee, Ms. Puckett motioned to adjourn, approval by Mr. Winnenberg and seconded by Ms. Jenkins. The motion passed 5-0 and the meeting adjourned at 7:20pm.

Community Improvement Corporation of Loveland
Meeting
September 29, 2020
5:30 PM

Loveland City Hall
120 W. Loveland Avenue
Loveland, Ohio 54140

1. Call to Order
 - a. The Community Improvement Corporation of Loveland (CIC) meeting was called to order at 5:30 PM by Dr. Jeffery Kemmet

2. Pledge of Allegiance

3. Roll Call
 - a. David Parker proceeded with roll call.
 - b. Present Members:

i. Kathy Bailey, Mayor	Yes
ii. Kent Blair, City Council Member	Yes
iii. Neal Oury, City Council Member	Yes
iv. Jay Stewart	No
v. Dr. Jeffery Kemmet	Yes
vi. David Parker	Yes
vii. Michele Pettit	Yes
 - c. Jay Stewart not in attendance.
 - i. Neal Oury made a motion to excuse Jay Stewart.
 - ii. Kent Blair seconded the motion
 - iii. Discussion: None
 - iv. Voice Vote
 1. Favor: All
 2. Opposed: None
 3. Passed: 6-0
 - d. Other Staff in Attendance:
 - i. Dave Kennedy City Manager
 - ii. Tom Smith Assistant City Manager
 - iii. Michelle Byrde Director of Finance
 - iv. Joe Braun City Solicitor

4. Review and Approval of Minutes
 - a. CIC Minutes: September 8, 2020
 - i. Corrections or Adjustments:
 - ii. Kent Blair moved to approve the meeting minutes
 - iii. Neal Oury seconded the approval of the meeting minutes.
 - iv. Discussion: None
 - v. Abstain: Kathy Bailey Abstained since she was not present
 - vi. Voice Vote
 1. Favor: All
 2. Opposed: None

3. Passed: 6-0

5. Open Forum
 - a. No Sign-ups

6. New Business
 - a. None

7. Old Business
 - a. Loveland Heights Housing Rehabilitation Program
 - i. Dave Kennedy reviewed the 9/29/2020 draft of the program provided.
 1. The program will be a matching grant program up to \$2,000. The owner-occupied resident will need to match 50% of the cost.
 2. Kent Blair discussed that this can be good publicity for the city when implemented. He also discussed the implementation of the program to be by the city.
 3. Neal Oury indicated that the intent was to be for exterior improvements.
 4. Kathy Bailey wanted to ensure that a good guide was developed for the residents to complete and help with the program.
 5. David Parker questioned the increase via a change order to the grant after it was awarded and how this could impact available funds.
 - ii. Dave Kennedy will take the input into modifications and will incorporate into the draft document and circulate to all members for further comment and discussion at future meetings.
 - iii. The goal is to have the program implemented for next year grant awards.

8. Communications

9. Staff and Committee Comments

10. Adjournment
 - a. Dr. Jeffery Kemmet made a motion to adjourn the meeting.
 - b. Kent Blair seconded the motion.
 - c. Discussion: None
 - d. Voice Vote:
 - i. Favor: All
 - ii. Opposed: None
 - iii. Passed: 6-0
 - e. Meeting Adjourned at 6:14