

**MINUTES OF THE BOARD OF TRUSTEES OF THE CINCINNATI AND
HAMILTON COUNTY PUBLIC LIBRARY**

Date: June 11, 2024

Meeting: Regular

Place: Hyde Park Branch

REGULAR MEETING

CALL TO ORDER

ROLL CALL

Trustees Present: Ms. Allen, Mr. Harding, Ms. Louis, Ms. Redden
and Ms. Reynolds

Trustees Absent: Mr. Hendon and Mr. Olson,

Present: Paula Brehm-Heeger, Kathy Bach, Molly
DeFosse, Staci Dennison, Kyla Hardin,
Michelle Matthews, and Holbrook Sample

EXECUTIVE SESSION

Mr. Harding moved that the Board go into Executive Session under ORC 121.22(G)(3).

Ms. Redden seconded.

Voting for the motion: Ms. Allen, Mr. Harding, Ms. Louis, Ms. Redden, Ms. Reynolds...5 ayes.
The motion carried. **(9-2024)**.

Mr. Harding moved that the Board exit Executive Session. Ms. Reynolds seconded.

Voting for the motion: Ms. Allen, Mr. Harding, Ms. Louis, Ms. Redden, Ms. Reynolds...5 ayes.
The motion carried. **(10-2024)**.

PUBLIC COMMENTS

Louise Bettman requested the board speak in opposition to the proposed dog park across from the Clifton Branch Library

ACTION ITEMS

Ms. Allen recommended the following:

- **Confirm the following change order to modify the Forest Park Branch GMP for Turner Construction:**

Contractor	Trade Contract	Number	Purpose	Amount
Turner Construction	GMP	#12	Additional framing scope based on design clarifications	\$ 19,625.00

The building is on schedule for completion in late July with opening projected for September. The exterior and interior work continues. Most of the storefront windows are installed, painting and ceiling work is finishing up and the mechanical systems are installed and operating. The site work, including curbs, sidewalks and grading, are progressing.

- **Confirm the following change order to modify the Mt. Healthy Branch GMP for Turner Construction:**

Contractor	Trade Contract	Number	Purpose	Amount
Turner Construction	GMP	#1	Add ceiling grid replacement based on unforeseen conditions	\$ 30,558.00

The buildout work is progressing quickly. The interior framing is nearly complete along with electrical, plumbing and HVAC rough in. Roof replacement will start mid-June along with sheetrock and exterior façade work.

- **Authorize the Eva Jane Romaine Coombe Director to act on behalf of the Board and execute any necessary documents related to the OKI-allocated federal Carbon Reduction Program (CRP) grant.**

As reported in the Eva Jane Romaine Coombe Director Report in April 2024, the Library is partnering with Hamilton County and working with energy consultant Donovan Energy on a grant application for OKI-allocated federal Carbon Reduction Program (CRP) grant. We have conducted two community engagement sessions and one staff input session as part of this process. There will be five grant applications for different locations for EV charging stations. We anticipate identifying one site per each of the five FMP planning zones as the locations for this grant opportunity. Donovan Energy is analyzing sites to confirm inclusion in the application, which is due June 7.

- **Approve the agreement in Exhibit I upon satisfactory legal review and authorize the Eva Jane Romain Coombe Director to execute all documents related to this agreement.**

The Library is in discussions with 3CDC regarding the dumpster/parking pad just north of the north parking lot wall along Prior Alley. This area has long been a public safety challenge for the Library and the alley itself has suffered from trash accumulation issues that encroach onto the Library property. In an attempt to resolve the Library issues and address the needs of our neighbors along Court Street, 3CDC has proposed installing a compacting dumpster in a fenced area along with continuing the fence along the alley and providing gated access to the Library rear entries. The dumpster would be for use by the Court Street residents. The lease agreement, with Urban Legacy VIII, LLC would include a renewable seven-year lease term at \$1 per term, with 3CDC being responsible for all maintenance associated with the area and the fencing. The agreement would include options for termination in isolated situations.

Exhibit I - Library

LEASE BETWEEN

**Cincinnati and Hamilton County Public Library, an
Ohio nonprofit corporation**

“LANDLORD”

AND

“TENANT”

Urban Legacy VIII, LLC an Ohio limited liability company

AT

[ADDRESS?] Cincinnati, Ohio

LEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the “**Lease**”) is made and entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between [CINCINNATI PUBLIC LIBRARY] (“**Landlord**”), and Urban Legacy VIII, LLC, an Ohio limited liability company (“**Tenant**”).

Article 1. BASIC LEASE PROVISIONS. The following Basic Lease Provisions are an integral part of this Lease. Each reference in this Lease to a Basic Lease Provision shall incorporate such provision in its entirety.

1.1. Landlord: Cincinnati Public Library

Landlord’s mailing address:

1.2. Tenant: Urban Legacy VIII, LLC

Tenant’s mailing
address: 1203 Walnut,
4th Floor
Cincinnati, OH 45202
Attn: Legal

1.3. Premises: Landlord owns the land more particularly described in Exhibit A-1 (“**Land**”), and Tenant is leasing a portion of the Land, as more particularly described in Exhibit A-2 (“**Premises**”).

1.4. Term: 7 Lease Years (as defined below) commencing on the Commencement Date. Tenant shall have 10, 7-year renewal options. This Lease shall automatically renew unless otherwise terminated as set forth herein.

1.5. Broker: None.

1.6. Permitted Use: The Premises shall be used solely as an area for a trash enclosure and uses incidental to such purpose and for no other purpose.

1.7. Base Rent: \$1 for the Term.

1.8. Extension Options: Provided this Lease is in effect, Tenant is not then in default beyond applicable notice and cure periods, and neither party has terminated this Lease as set forth herein, this Lease will automatically renew for successive 99-year Terms upon the same terms, covenants, and conditions that exist for the initial Term, except for the construction provisions, and any other terms or conditions that, either expressly or by their nature, apply only to the initial Term.

1.9. Lease Year: Each 12-month period beginning on the Commencement Date.

Article 2. LEASE OF PREMISES.

2.1. Premises. Landlord leases to Tenant, and Tenant leases from Landlord,

in accordance with the provisions of this Lease, the Premises. The Premises shall be used solely for the Permitted Use. Landlord shall deliver the Premises to Tenant in the condition set forth in **Article 7**. To the maximum extent permitted by law, Tenant hereby waives the benefit of all warranties, express or implied, with respect to the Premises including, without limitation, any implied warranty that the Premises are suitable for any particular purpose.

2.2. Common Areas. Landlord grants to Tenant and Tenant's employees, agents, invitees and licensees (the "**Tenant Representatives**"), in common with Landlord and or users of the Land, the non-exclusive right to use the Common Areas described in this Section 2.2 in accordance with the rules and regulations established by Landlord. Landlord may alter, improve, close, or reconfigure the Common Areas as Landlord deems appropriate, but no such alteration, improvement, closure, or reconfiguration shall unreasonably interfere with Tenant's use of or access to the Premises without Tenant's prior consent. Tenant shall have access to the Land as required for use of the Premises, including vehicular and truck access, at all times, except upon reasonable notice to Tenant for applicable repairs, maintenance, or other reasonable restrictions.

"**Common Areas**" shall mean all areas of the Land required to access the Premises for the intended use. The Common Areas include access driveways, delivery areas, sidewalks, landscaped areas, and utility lines and systems. Tenant shall not, and Tenant shall not permit Tenant's employees, agents, licensees and invitees to obstruct or litter the Common Areas, use the Common Areas for storage (temporary or otherwise), display merchandise or services within the Common Areas, or use the Common Areas for any purpose other than the purpose for which the Common Areas were designed and Landlord may intend and regulate.

2.3. Broker. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease unless set forth above. Tenant agrees to defend and indemnify Landlord, its officers, employees, agents, and its successors and assigns (collectively, the "**Landlord Indemnified Parties**") from and against any claims by any broker, agent, or other person claiming compensation by virtue of having dealt with Tenant with regard to this Lease.

2.4. Termination. Landlord shall have the right to terminate this Lease upon 6 months advanced written notice in the event that Landlord desires to do a development on or including the Premises.

Article 3. RENT.

3.1. Commencement Date. The "**Commencement Date**" shall be [May 30, 2024]. Occupancy of the Premises by Tenant prior to the Commencement Date shall be subject to all of the provisions of this Lease. Following the Commencement Date, the parties shall execute and deliver a commencement form, which shall be a writing agreed to by both parties setting forth the exact Commencement Date and termination date of this Lease and acknowledging that Tenant has accepted possession.

3.2. Rent Payments. Tenant shall pay Base Rent to the Landlord in the amount of One Dollar (\$1.00) for the Term, payable upon Tenant's execution of this Agreement and on each anniversary of the Commencement Date thereafter. Base Rent shall accrue from the Commencement Date, and shall be payable where designated by Landlord, without demand therefore and without any right of abatement, set-off, or deduction, for any reason whatsoever. Base Rent and all other amounts payable by Tenant to Landlord pursuant to this Lease are herein referred to as "**Rent**".

3.3. Late Payments. Tenant agrees that if Tenant fails to pay any payment due under this Lease within five (5) days after its due date, an additional late charge of five percent (5%) of the sums overdue shall become immediately due and payable. Tenant agrees that the late payment charge is a reasonable estimate of the additional administrative costs and detriment that will be incurred by Landlord as a result of such late payment. In the event of nonpayment of interest or late

charges on overdue Rent, Landlord shall have, all rights and remedies provided in this Lease and by law for nonpayment of Rent.

3.4. Base Rent. Notwithstanding anything contained herein to the contrary, simultaneously with the execution of this Lease, Tenant has paid Landlord the Base Rent.

Article 4. RESERVED.

Article 5. OPERATING EXPENSES.

5.1. Tenant shall pay all operating expenses associated with the Premises, including but not limited to personal property taxes, assessments, utilities, trash, and insurance as set forth in this Lease. Landlord, as further specific herein, shall pay property insurance and real estate taxes.

5.2. Taxes.

5.2.1. Tenant shall pay all taxes levied against personal property and trade fixtures placed in the Premises. If any such taxes are levied against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of Tenant's personal property and trade fixtures and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord that part of such taxes for which Tenant is primarily liable.

5.2.2. From and after the Commencement Date, Landlord shall pay all taxes, public and/or private assessments, and governmental charges of any kind and nature whatsoever ("**Taxes**") now or subsequently levied or assessed against the Premises.

5.2.3. Tenant agrees to cooperate with Landlord in any real estate tax challenges or in any efforts to obtain a real property tax exemption for the Premises.

Article 6. USE AND CARE OF PREMISES.

6.1. Access to Premises Prior to Commencement Date. Tenant may enter the Premises prior to the Commencement Date provided that the following conditions are and remain satisfied: **(a)** Tenant has executed this Lease and **(b)** Tenant shall have furnished Landlord with a certificate of insurance confirming its procurement of insurance as Section 15.5 of this Lease requires.

6.2. Permitted Use. The Premises may be used only for the purpose specified in Article 1 and for no other purpose. Tenant shall maintain the Premises in an orderly, safe, and presentable manner. Provided Tenant is not in default, Tenant shall, subject to the terms of this Lease, at all times during the Term have the peaceable and quiet enjoyment and possession of the Premises.

6.3. Sole Risk. All property kept, stored, or maintained within the Premises by Tenant shall be at Tenant's sole risk.

6.4. Prohibited Uses. Tenant shall not, without Landlord's prior written consent, take any action that would constitute a nuisance or disturb or endanger other tenants of the area or unreasonably interfere with their use of their respective premises.

6.5. Trash. Tenant shall take good care of the Premises and keep the same free from waste. Tenant shall keep the Premises and sidewalks adjacent to the Premises neat, clean, and free from dirt, rubbish, and pests, and shall store all trash and garbage within an enclosure for trash. Tenant shall be responsible for contracting to have trash removed from the Premises.

6.6. Permits. Tenant shall procure all permits and licenses required for the

transaction of business in the Premises and shall comply with all laws, ordinances, and regulations applicable to the use or occupancy of the Premises (including making necessary alterations).

6.7. Reserved.

6.8. Condition at End of Lease. Upon the expiration or termination of this Lease, Tenant shall (a) remove all of its signage and repair any damage caused by such removal, (b) repair any damage to the Premises caused by Tenant, (c) remove all of its fixtures and personal property and repair any damage caused by such removal; (d) if applicable, surrender all keys for the Premises to Landlord; and (e) if applicable, inform Landlord of all combinations on locks, safes, and vaults in the Premises. If Tenant fails to do return the Premises in the condition described in this Section, Landlord may perform any or all of the requirements at Tenant's expense.

6.9. Bankruptcy. Regardless of any statutory provision or case authority to the contrary, in the event that Tenant becomes involved in any bankruptcy case filed under Title 11 of the United States Code, and Tenant rejects this Lease either voluntarily or by operation of law, to the extent Landlord incurs any damages arising from Tenant's post-petition failure to fulfill any of the provisions set forth in this Lease, Tenant's obligations to repair or remediate such damages shall be deemed to have occurred at the time the conduct causing such damages occurred; and Landlord shall be entitled to an allowed administrative expense claim under Bankruptcy Code Section 503(b)(1)(A) in the amount of such damages.

Article 7. CONSTRUCTION AND ACCEPTANCE OF DEMISED PREMISES.

7.1. Condition of Premises and Landlord Build Out.

7.1.1. Landlord shall deliver the Premises to Tenant AS-IS, WHERE-IS, with all faults conditions. Tenant shall work with Landlord to make certain improvements, detailed in Exhibit [] ("**Landlord Property Improvements**") to the area adjacent to the Premises, as more specifically identified in Exhibit [] ("**Landlord Improvement Area**"). Tenant shall contract for such Landlord Property Improvements, which work shall be performed in a good and workmanlike manor and in accordance with the schedule set forth in Exhibit []. Landlord authorizes Tenant to perform work in and around the Landlord Improvement Area. Landlord shall be responsible for purchasing and installing any access control equipment it desires to have. Furthermore, after the initial improvements are made, Landlord shall be responsible for maintaining and repairing the Landlord Property Improvements.

Article 8. INSURANCE REQUIREMENTS OF TENANT'S CONTRACTORS.

8.1. Requirements. Any of Tenant's contractors or subcontractors who perform work at the Premises, for the protection and benefit of itself and the Landlord, shall specifically procure, pay for, and maintain in full force and effect until one year after final payment (unless otherwise designated), at no expense to Landlord, the following policies of insurance, to be written by an insurer acceptable to Landlord, who is qualified to do business in the State of Ohio, and which shall, as a minimum, afford the types and limits of coverage set forth on **Exhibit B**. Any general contractor shall require each of its subcontractors, and all tiers of subcontractors, to procure and maintain during the life of its subcontract, insurance in the types and in the amounts set forth on **Exhibit B**.

8.1.1. All insurance policies required under this Lease shall include as additional insureds Landlord, its lender(s), and anyone else designated by Landlord. The inclusion of any person or entity as an additional insured shall not affect any right such person or entity would have as a claimant if not so included. Each such policy shall contain the following cross-liability wording: "*In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same*

manner as if separate policies had been issued to each insured hereunder". All such insurance shall be primary and non-contributing with any insurance carried by Landlord; and any similar or additional insurance maintained by Landlord shall be secondary and in excess to that carried by the contractor(s) and subcontractor(s). Such insurance shall include an endorsement that covers defective work by subcontractors.

8.2. Certificates. Before commencing any work, any and all contractors shall furnish a certificate from its insurance carrier showing that it has complied with the provisions of this Section, and providing that the said insurance policies will not be changed or cancelled during their term until after at least 30 days prior notice by registered mail to Landlord. Upon receipt of any notice of expiration, cancellation, or alteration, the contractor shall, within 10 days of receiving such notice, deliver to Landlord other policies of insurance similar in all respects to the policy or policies about to expire or be cancelled or altered. In the event of failure of the contractor to furnish and maintain such insurance or to furnish a satisfactory certificate therefore, Landlord shall have the right to take out and maintain the said insurance for and in the name of the contractor, and the contractor agrees to furnish all necessary information to permit Landlord to take out and maintain such insurance for the account of the contractor and to pay the cost thereof to Landlord immediately upon presentation of a bill. Compliance by the contractor with the foregoing requirements as to carrying insurance and furnishing certificates shall not relieve the contractor from liability under this Lease.

Article 9. MECHANICS' LIENS.

9.1. Tenant Created Liens. Tenant shall not permit any lien or encumbrance of any kind to be placed against the Premises and shall discharge any such lien by payment or bonding (if available under applicable law) within 10 days after lien or encumbrance is filed. If Tenant fails to discharge the lien or encumbrance within 10 days, Tenant shall be in default under this Lease without the requirement of any additional notice or cure period, and Landlord may, in addition to any and all other remedies, discharge or bond (if available under applicable law) such lien at Tenant's expense. Tenant shall repay to Landlord all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Article, including, without limitation, Landlord's costs and expenses and reasonable attorneys' fees incurred, which shall constitute additional rent payable by Tenant under this Lease. Nothing in this Lease shall imply any consent or agreement on the part of Landlord or any ground or underlying lessors or mortgagees or holders of deeds of trust covering any portion of the Premises to subject their respective estates or interests to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services, or materials to Tenant or anyone holding the Premises, or any part thereof, through or under Tenant, shall have been consented to by Landlord or any of such parties. Tenant will not suffer any other matter or thing whereby the estate, rights, and interests of Landlord in the Premises or any part thereof might be impaired.

9.2. Landlord Created Liens. Tenant shall not be required to pay or discharge any lien created by Landlord.

Article 10. MAINTENANCE AND REPAIR OF PREMISES.

10.1. Warranties. Landlord and Tenant shall to the fullest extent possible require all contractors and material suppliers that undertook any portion of the Landlord Property Improvements or any further improvements, maintenance, or repairs of or to the Premises to fully comply with their respective warranties whether express or implied.

10.1.1. Utilities. Tenant shall (subject to any initial warranty that may be in place) repair and maintain in good condition and replace as necessary utilities serving the Premises. Tenant will pay all other charges of every kind and nature associated with the utilities at the Premises.

Article 11. LANDLORD'S RIGHT OF ACCESS.

11.1. Access. Landlord may enter the Premises with forty-eight (48) hours prior notice (or without notice in the case of an emergency) or with permission from Tenant if less than forty-eight hours, for the purposes of inspecting the same; of making repairs or additions to the Premises; or showing the Premises to prospective purchasers, lenders, or tenants.

Article 12. SIGNS; STORE FRONTS.

12.1. Signs. All signs, decorations, and advertising media shall conform to and Tenant shall obtain any required permits required by applicable zoning code, and historic requirements.

Article 13. UTILITIES.

13.1. Supply of Utilities. Tenant shall obtain and maintain the facilities necessary to supply, if applicable, water, electricity, trash removal, and sewer service to the Premises. Tenant shall be responsible for providing any meters or other devices for the measurement of utilities supplied to the designated point of service. Landlord may elect to directly supply any of the utilities furnished to the Premises, so long as the rates charged do not exceed commercially reasonable rates that Tenant would otherwise pay if it contracted directly with a utility company for such services.

13.2. Payment. If there are separate utility meters for the Premises, Tenant shall promptly pay directly to the utility company that provides such service all charges for electricity, water, gas, telephone service, sewerage service, and other utilities furnished to the Premises and any maintenance charges therefore.

13.3. Limitation of Liability. Landlord shall not be liable for any interruption or failure whatsoever in utility services unless it results from Landlord's intentional misconduct.

Article 14. LIMITATION OF LIABILITY, INDEMNITY, AND INSURANCE.

14.1. General Indemnity. Notwithstanding anything contained in this Lease, each of Landlord and Tenant releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in the policies of insurance required to be obtained under this Lease, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

14.2. Tenant Insurance.

14.2.1. Tenant shall procure and maintain throughout the Term from and after the Effective Date, at its sole expense:

~~(a)~~ Commercial General Liability Insurance insuring Landlord and Tenant against all claims arising out of Tenant's use or occupancy of the Premises or the condition of the Premises, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for both premises operations and products/completed operations;

14.2.2. All policies of insurance shall be **(a)** on an occurrence (as opposed to a claims made) basis; **(b)** be issued by an insurance company with at least an A-VI from A.M. Best's & Co. (or an equivalent rating from another ratings organization); **(c)** provide that they shall not be cancelled unless 30 days prior written notice shall have been given to Landlord; and **(d)** all such insurance shall be primary and non-contributing with any insurance carried by Landlord; and any similar or additional insurance maintained by Landlord shall be secondary and in excess to that carried by the Tenant.

14.2.3. Tenant shall deliver a certificate or other evidence satisfactory to Landlord of the insurance required by: (A) the earlier of (i) 15 days after the Effective Date or (ii) the date Tenant places any personal property on the Premises, and (B) not less than 10 days prior to each renewal of coverage

14.3. Landlord's Insurance. Landlord shall maintain during the Term Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and Property Insurance in an amount not less than the value of the Premises and Landlord's improvements thereon.

Article 15. DAMAGE BY CASUALTY.

15.1. Tenant shall give immediate written notice to Landlord of any damage to the Premises by fire or other casualty. In the event of a fire or other casualty, Landlord or Tenant may elect, by written notice to the other, to terminate this Lease within thirty (30) days after the occurrence of the casualty. If either party fails to exercise such right to terminate this Lease, this Lease shall remain in full force and effect, Tenant shall proceed with due diligence to repair, rebuild and restore the Premises. Tenant shall not proceed with any such repair, rebuilding or restoration without Landlord's prior approval and shall only engage contractors approved by Landlord.

Article 16. EMINENT DOMAIN.

16.1. Total or Substantial Taking. If title to the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, the Term of this Lease shall end as of the date of vesting of title. In such event the Landlord shall receive the entire award for such taking. Tenant assigns to the Landlord Tenant's interest in any such award, if any.

16.2. Partial Taking. If (a) title to less than a substantial part of the Premises, shall be so condemned or taken, and (b) in Landlord's reasonable opinion the Premises should be restored in such a way as to alter the Premises materially, Landlord or Tenant may terminate the Term of this Lease by notifying the other party of such termination within thirty (30) days following the date of vesting of title. In such event, the Term of this Lease shall expire on the date specified in the notice of termination not less than thirty (30) days after the giving of such notice, as fully and completely as if such date were the date provided the expiration of the Term.

16.3. Threat of Condemnation. A sale to a public or quasi-public authority under threat of condemnation shall constitute a vesting of title and shall be construed as a taking by such condemning authority.

16.4. Disposition of Award. Landlord shall have no interest in, and Tenant need not assign any award made to Tenant for (a) the taking of personal property or trade fixtures belonging to Tenant, (b) the interruption of or damage to Tenant's business, or (c) Tenant's moving expenses.

Article 17. ASSIGNMENT AND SUBLETTING.

17.1. Tenant may assign, sublet, or sub-license this Lease or the Premises so long as the Permitted Use remains the same and any assignee assumes the terms and conditions of this Lease and Tenant provides notice to Landlord of such notice.

Article 18. DEFAULT BY TENANT AND REMEDIES.

18.1. Default. The following shall be "Events of Default" by Tenant:

18.1.1. The failure to pay any amount payable hereunder within five (5) business days after the due date thereof;

18.1.2. Tenant using the Premises inconsistent with the permitted Use.

18.1.3. The failure to comply with any other provision of this Lease that is not cured within 30 days after written notice to Tenant; provided, however, if the matter in question cannot reasonably be cured within thirty (30) days, then it shall not be an Event of Default so long as Tenant commences to cure such matter within such 30-day period and diligently and continuously prosecutes such cure to completion.

18.1.4. The filing under the United States Bankruptcy Code of a petition by or against Tenant or any guarantor of this Lease.

18.1.5. Tenant is insolvent, fails to pay its debts generally as they become due, makes an assignment for the benefit of its creditors, or a receiver, trustee, or liquidator of Tenant or of any material part of its assets or of Tenant's interest in this Lease is appointed in any proceeding.

18.2. Remedies.

18.2.1. Upon the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies without further notice or demand:

18.2.1.1. Terminate this Lease and recover damages.

18.2.1.2. Perform any of Tenant's obligations under this Lease, and Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in doing so.

18.2.1.3. Exercise any other remedy provided in this Lease or under applicable law.

18.2.2. Surrender of Premises. Exercise by Landlord of any one or more of these remedies or remedies otherwise available shall not be an acceptance of surrender of the Premises. If Landlord terminates this Lease or Tenant's right to possess the Premises, Tenant shall immediately deliver possession of the Premises to Landlord.

Article 19. HAZARDOUS WASTE.

19.1. Definitions. The term "**Hazardous Substances**" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is restricted, regulated, prohibited, or penalized by any "**Environmental Law**," which term shall mean any federal, state, or local law or ordinance relating to pollution or protection of the environment.

19.2. Prohibited Activities. Tenant shall not: **(a)** operate any activity on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities ("**Permitted Activities**"), provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; **(b)** use the Premises in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business ("**Permitted Materials**") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; **(c)** install any underground tanks of any type; **(d)** allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and **(e)** bring, or allow its employees, contractors, and/or agents to bring, any Hazardous Substances onto the Premises, except for the Permitted Materials, and if so brought upon the Premises by Tenant, its employees, contractors, or agents, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

19.3. Environmental Indemnification. If, at any time during or after the Term, the Premises are found to be so contaminated or subject to said conditions due to the acts of Tenant, its employees, contractors, or agents, Tenant shall indemnify, defend, and hold Landlord Indemnified Parties harmless from all claims, demands, actions, liabilities, costs, expenses, damages, and obligations of any nature arising from or as a result of such contamination or condition or Tenant's violation of Environmental Law. Tenant shall not be responsible for Hazardous Substances existing in or below Premises prior to the date of this Lease or brought upon the Premises by Landlord or any third parties (other than Tenant's employees, contractors, and agents as set forth above). In the event Hazardous Substances are discovered in the Premises that prevent the operation of Tenant's business, and such Hazardous Substances were not brought upon the Premises by Tenant, its employees, contractors, or agents, then Tenant may terminate the Lease. The foregoing indemnification shall survive the termination or expiration of this Lease.

Article 20. EXCULPATION.

It is expressly understood and agreed that nothing in this Lease shall be construed as creating any liability whatsoever against Landlord's members, shareholders, employees, officers, directors, or agents, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness or to perform any covenant, either express or implied, herein contained, or to keep, preserve, or sequester any property of Landlord, and that all personal liability of Landlord's members, shareholders, employees, officers, directors, or agents, to the extent permitted by law, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties are concerned, the owner of any indebtedness or liability shall look solely to the Premises for the payment.

Article 21. NOTICES.

Any notice or communication required by this Lease must be in writing. Notices and other communications shall be given by overnight courier or by United States mail, postage prepaid, certified mail, return receipt requested. Notices shall be given at the addresses set forth in Article 1 or such other address as Landlord or Tenant may specify in writing. Notices shall be effective upon receipt or refusal of receipt.

Article 22. MISCELLANEOUS.

22.1. Relationship. Nothing in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between parties; the parties' sole relationship is that of landlord and tenant. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

22.2. Waiver. One or more waivers of any provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same provision.

22.3. Time. Time is of the essence with respect to all provisions of this Lease.

22.4. Force Majeure. If either Landlord or Tenant is prevented or delayed from performing any obligation or satisfying any condition under this Lease in a timely manner by reason of any condition beyond the reasonable control of such party, then the time to perform such obligation or satisfy such condition will be extended on a day by day basis for the period of delay caused by such event; provided, however, that this section will not apply to the obligations of Tenant to pay any amounts owed to Landlord under this Lease.

22.5. Entire Agreement. This Lease contains the entire agreement between the parties, and no agreement shall be effective to supplement, change, modify, or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement is sought. This Lease shall be effective only when it is signed by both the Landlord and

Tenant. The Tenant's submission of a signed Lease for review by the Landlord does not give the Tenant any interest, right, or option in the Premises.

22.6. Choice of Law & Severability. The laws of the State of Ohio shall govern this Lease and any action brought to enforce this Lease or otherwise arising out of the transactions hereunder shall be brought exclusively in Hamilton County, Ohio. If any provision of this Lease is held to be unenforceable, the enforceability of the remaining provisions of this Lease shall not be affected thereby, and in lieu of any provision that is unenforceable, there will be added as a part of this Lease a provision as similar in terms as may be possible and be enforceable.

22.7. Assignment. Subject to Article 18 above, this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives.

22.8. Authority. The person executing this Lease on behalf of Tenant represents and warrants that such execution has been duly authorized by all requisite action and this Lease is binding upon and enforceable against Tenant in accordance with its terms.

22.9. Blocked Person Certification. Tenant certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control, and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord Indemnified Parties from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

22.10. Memorandum of Lease. The full text of this Lease shall not be recorded by either party. Upon the written request of either Tenant or Landlord, Tenant and Landlord shall execute and deliver a short form memorandum of this Lease in conformance with Section 5301.251 of the Ohio Revised Code for filing and recording in the Office of the Recorder of Hamilton County, Ohio.

22.11. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Lease.

[Remainder of Page Blank; Signature Page Follows]

EXECUTED BY LANDLORD, this ____ day of _____, 20__.

[CINCINNATI PUBLIC LIBRARY].

An Ohio nonprofit corporation

By: _____

Name:

Its:

STATE OF OHIO _____)

); SS

COUNTY OF Hamilton _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, an Ohio nonprofit limited liability company, on behalf of said entity.

Notary Public

My Commission Expires: _____

1. EXECUTED BY TENANT, this__, day of _____ 2024.

URBAN LAGACY VIII, LLC
An Ohio limited liability company

By:

Name: _____

Its: _____

STATE OF OHIO _____)

); SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, a/an _____, on behalf of said entity.

Notary Public My Commission Expires:

- **Approve the lease of the temporary location on Governor’s Way (Exhibit II) and authorize the Eva Jane Romaine Coombe Director to execute all associated documents**

As reported in April 2024, the current plan is to demolish the existing structure and construct a new larger branch that is planned to include solar panels and a geothermal energy system at approximately 22,000 square feet with an estimated budget of \$16 million. The plan, along with some additional details, was shared with the community in early May. The community is excited about the new building and the site improvements. Feedback from this and all community engagement sessions continues to inform planning and design. There will be two phases of this project. The first GMP will include demolition and site work. We intend to have this GMP at the August 2024 meeting. The second GMP will be for the building construction, and we are targeting October 2024 for issuance. The space is approximately .5 miles from the branch. The lease is for July 1, 2024 – February 28, 2026 at a monthly rate of \$6,500. This will provide space for basic service including holds pick-up, material returns, passport service, limited programs, and a curated collection.

Exhibit II

THIS AGREEMENT OF LEASE is made and is effective the ____ day of ____ 2024, between Alexander Brands LLC ("Landlord"), whose business address is 201 South Broadway, Lebanon, Ohio 45036 and Board of Trustees of the Cincinnati and Hamilton County Public Library, 800 Vine Street, Cincinnati, Ohio 45202. ("Tenant").

1. PREMISES - Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property described in and made a part hereof, together with all appurtenances and improvements, now or hereinafter located therein, (the "Leased Premises"). The Leased Premises is located at 9267 Governor’s Way, Cincinnati, Ohio 45249.
2. TERM - The term of this lease ("Term") shall be for a period of July 1, 2024 through February 28, 2026 (the "Prime Term").
 - a. The first Lease Term shall begin on July 1, 2024 (“Prime Term Commencement Date”).
 - b. The Lease Term shall end at midnight on the date, which is the last day of the Lease Term (“February 28, 2026”).
3. RENT - The rent ("Rent") for the Leased Premises during the Prime Term shall be payable in advance on or before the first of each month during the Prime Term in the following amounts:
 - a. Lease Year (1-3): Payable in equal monthly installments of Six thousand, five hundred dollars 00/100 (\$6,500) (“Gross Rent”). In addition, 100% of the total utility expense will be paid by Tenant.
 - b. Option 1: For each Renewal Option exercised, the Gross Rent for such will increase by ten (10%) percent minimum to be reviewed and agreed upon based on the preceding period.
4. OPTION TERM: Tenant and Landlord will review/discuss “Option Term”, provided Tenant it is not in default of any the conditions and provisions of the Lease, to renew this Lease for additional (to be reviewed) year period, commencing on the date following the expiration of the original Lease Term, under the terms, covenants and conditions as stated for the option Lease Term. Notice of the Exercise of the

Option must be given to Landlord, in writing, by registered or certified mail from Tenant to Landlord, at least ninety (90) days before the expiration of the initial Lease Term.

5. OPTION TERM RATE/RENT: Tenant and Landlord will review/discuss the Base Term Rate/Rent and review/discuss the additional adjustments needed.
6. DELINQUENT RENT - If Tenant fails to pay Landlord within in fifteen (15) days after its due date, any rent due under this Lease, Tenant shall also pay to Landlord without offset or deduction whatsoever, as additional rent ("Delinquent Rent"), a sum equal to Five Percent (5%) of the monthly rent which shall be due and payable within five (5) days.
7. TAXES - The Landlord shall pay all installments of real estate taxes and assessments, general or special.
8. UTILITIES - Tenant shall pay "100% of all the utilities expense during the Lease": gas, light, heat, electricity, telephone; trash disposal and annual disposal charges, which will be separately metered. Landlord shall pay any other utilities and public services furnished to the Leased Premises including any assessment against the Leased Premises for making such services available.
9. PARKING SPACES – Landlord and Tenant have public access to front parking spaces immediately in front of 9261 Governor’s Way for their business use.
10. PUBLIC LIABILITY INSURANCE – The Tenant shall procure and maintain public liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) personal injury liability and One Million Dollars (\$1,000,000) property damage liability, naming Landlord and any mortgagee as additional insured, and shall furnish Landlord and any mortgagee with a certificate of such insurance.
11. CASUALTY INSURANCE – Landlord shall provide the casualty insurance covering damage by fire or other casualty insurable under standard extended coverage policies, which is in an amount covering one hundred percent (100%) of the replacement value thereof.
12. WAIVER OF SUBROGATION – Landlord and Tenant, for themselves and all others claiming under them, including any insurer, waive all rights, including rights of subrogation against the other for loss, damage, or liability resulting from a risk which is insured against by either party except for a party’s gross negligence, willful misconduct, failure to perform any of its obligations or covenants hereunder, and breach of express warranties. To the extent necessary, the parties shall obtain consents to such waiver from insurers to the extent that such insurance policies then in force permit such waiver and only to the extent of the coverage provided by said policies. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto.
13. TENANT’S LIABILITY – The Tenant is responsible for and will pay all claims and losses arising from and directly attributable to the Tenant’s negligence or willful misconduct relating to the terms of this agreement and will have no obligation for any claims or losses arising from and directly attributable to Landlord’s negligence or willful misconduct relating to the terms of this agreement. Landlord is responsible for and will pay all claims and losses arising from and directly attributable to Landlord’s negligence or willful misconduct relating to the terms of this agreement and will have no obligation for any claims or losses arising from and directly attributable to Tenant’s negligence or willful misconduct relating to the terms of this agreement.
14. ALTERATIONS – During the Term of the Lease, Tenant may not alter the Leased Premises without Landlord’s prior written consent. The Tenant will pay all the bills incurred for labor and materials for work done, and will cause to be removed from the record within 30 days after filing all notices and affidavits for material men’s liens filed with respect to the Leased Premises or any part thereof. All alterations,

additions, and improvements made by Tenant to the Leased Premises shall become a part thereof and shall remain the property of the Landlord.

15. MAINTENANCE AND REPAIRS – Tenant has examined and knows the condition of the Leased Premises and will received the same in good order and repair and accepts the same “As Is”. Tenant, at his expense, will maintain the Leased Premises and be responsible for all maintenance and repairs, including all mechanical, electrical, plumbing, heating, air conditioning, and including all interior walls and carpet, exclusively servicing the premises. Tenant shall keep the Leased Premises in good and clean condition at all times. The Landlord is responsible to ensure “Leased Premises” are kept in “Operable Condition” to enable the Tenant to operate the “Leased Premises” and the Landlord will ensure repair and/or replacement is done in a “Timely/Reasonable” manner.
16. CONDEMNATION – If all or part of the Leased Premises shall be taken or condemned by a competent authority for a public or quasi-public use or purpose and if the part so taken includes the building or any part thereof, the Landlord with reasonable promptness shall make the necessary repairs to and alterations on the Leased Premises necessitated by condemnation. However, Landlord is not obligated to expend more than the amount it receives from the condemning authority for the taking of a residual damage to the Leased Premises. The Landlord shall be entitled to all the proceeds of the condemnation award in excess of those required for restoration. If the condemnation reduces the size of the building by twenty-percent (20%) or more, Tenant shall pay a proportionately reduced rent.
17. USE – Tenant shall use the Leased Premises for a business operation. Other uses shall be permitted on the Leased Premises with permission of landlord. In its use of the Leased Premises, Tenant shall comply with all applicable laws; shall commit no waste, shall comply with any building rules and regulations; shall make no alterations or improvements to the Leased Premises, shall not permit any liens to attach to the Leased Premises or Tenant’s interest in this Lease. Tenant, at its sole cost shall comply with and cause the Leased Premises to be in compliance with all laws, ordinances and regulations, and other governmental rules, ordinances and determinations, including but not limited to the Americans with Disabilities Act, now in force or subsequently enacted, whether or not presently contemplated, applicable to Leased Premises or its use and all contracts, agreements, covenants, conditions, and restrictions applicable to the Leased Premises or the occupancy or use of same. Except as provided by applicable law, no pets are allowed on the Premises and tenant is responsible for any and all damages resulting from any pet that enters the Premises
18. DEFAULT – If Tenant shall breach this Lease by:
 - a. failing to make any payment of money and fails to remedy within five (5) days after written notice of said breach;
 - b. failing to meet any other provision of this Lease and failure to remedy within twenty (20) days
 - c. abandoning or vacating the Leased Premises during the term of this Lease;
 - d. making an assignment for the benefit of creditors, or having permitting or suffering the appointment of a receiver for any property of Tenant in or upon the Leased Premises in any action, suit or proceeding by or against the Tenant;
 - e. committing waste on the Leased Premises;
 - f. permitting or suffering the passing of this Lease by operation of law or otherwise to someone other than Tenant without the written consent of Landlord;

- g. violating the terms of Paragraph 18 of this Lease or in the event Tenant or any guarantor of this Lease is adjudged a bankrupt; then in any such above event and at the option of the Landlord, the Landlord may exercise any rights available to it under the law or equity including but not limited to terminating this Lease, or without terminating this Lease, re-entering the Leased Premises with process of law and taking possession thereof and Landlord shall not be liable for damages by reason of such re-entry or forfeiture.
 - (i) Rent Still Due – Notwithstanding such re-entry by Landlord, Tenant shall remain liable for all rents due under this Lease and all costs, expenses to enforce this Lease;
 - (ii) Re-letting – In the event of re-entry, Landlord may re-let the Leased Premises, but is not obligated to do so. Any re-letting shall be on such terms and at such rent as Landlord deems acceptable and any such moneys received shall first be applied to Landlord's expenses, , expenses of re-letting, including but not limited to, the repairs, renovation or alteration of the Leased Premises.
- 19. INSOLVENCY – If the Tenant is generally not paying its debts as they become due or becomes insolvent, or if a custodian, receiver, or Trustee shall be appointed for it or for substantially all of its property, or if it shall make an assignment for the benefit of creditors or in the event of a default by Tenant on any other substantial obligation, this Lease shall terminate forthwith at the option of the Landlord. Thereupon, the Landlord shall have the right to enter the Leased Premises and take possession thereof, and the Tenant agrees to redeliver possession of the Leased Premises to the Landlord.
- 20. SUCCESSORS AND ASSIGNS – The conditions, covenants, and agreements in the foregoing Lease to be kept and performed by the parties hereto shall bind and inure to the benefit of their successors and assigns.
- 21. NON WAIVER – Failure of the Landlord to exercise its rights under the terms of this Lease on any one occasion shall not be construed as a waiver of any requirement of this lease or a waiver of Landlord's right to take advantage of any subsequent or continued breach by Tenant of any covenant contained in the Lease. All remedies herein provided shall be in addition to and not in substitution of any remedies otherwise available to Landlord.
- 22. HOLDING OVER – Any holding over after the expiration of the Term of the Lease, with the consent of the Landlord, shall be construed to be a tenancy from month to month at a monthly rental of 120% of 1/12 of the annual Rent in effect prior to the expiration, and shall otherwise be on the terms and conditions herein specified.
- 23. RIGHT OF ENTRY – Tenant shall permit Landlord to enter upon the Leased Premises at all reasonable times to examine the condition thereof. During the last ninety (90) days of the Term, Landlord shall be permitted to show the Leased Premises to persons wishing to lease or purchase the same, and to place a "For Sale" or "For Rent" notice on the front of said Leased Premises in a manner which will not interfere with the business of the Tenant.
- 24. TERMINATION – Upon the expiration or other termination of this Lease, the Tenant shall surrender to the Landlord the Leased Premises and all buildings,
- 25. CAREFREE LEASE – It is the intention of the parties that all expenses of every kind with respect to the Leased Premises shall be paid by Tenant and all responsibilities for care of the Leased Premises shall be the responsibility of Tenant during the Term of this Lease. Landlord shall own the property and collect Rent free of any responsibility.

26. LEGAL CONSTRUCTION – This Lease shall be construed under the laws of the State of Ohio. In the event any one or more of the provisions contained in this Lease is held invalid, illegal or unenforceable in any respect, such a holding shall not affect the validity, legality or enforceability of the remainder of the Lease as a whole; and each remaining provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.
27. SOLE AGREEMENT – The Lease constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the Lease.
28. AMENDMENT – No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
29. NOTICES – All notices to be given by either party shall be in writing and deposited in the United States Mail, postage prepaid, certified, return receipt requested, and addressed to the parties at the following addresses.

Courtesy Copy to

Landlord:

Alexander Brands LLC.
 Attn: Dee F. Alexander
 (Landlord)
 201 South Broadway Lebanon,
 Ohio 45036 E-mail:
 admin@roseandremington.com

Property Manager:

Tenant:

Cincinnati and Hamilton County
 Public Library
 Attn: Molly Defosse
 800 Vine Street
 Cincinnati, Ohio 45202
 (513) 369-6965 E-mail:
 molly.defosse@chpl.com

- a. Should the address of either party for the purpose herein change, such party shall give written notice to the other of the new address.
30. RECORDATION – It is the intention of the parties that this Lease shall not be recorded. The parties, at the request of either, shall execute a short-form lease designated “Memorandum of Lease” containing date of commencement and expiration of the Term of the Lease and otherwise in a form that is entitled to be recorded.
31. ESTOPPEL CERTIFICATE – When needed by Landlord in connection with mortgage financing or the sale of the Leased Premises, Tenant shall, within ten (10) days after request by Landlord, execute an estoppel certificate to evidence:
- a. the existence or non-existence of any default under this Lease by Landlord or Tenant or of any amendments to this Lease or prepayments of rentals; and
- b. Such other facts with respect to this Lease as Landlord may reasonably require.
32. SUBORDINATION – Tenant agrees that his rights under this Lease shall be subordinate to the lien of any mortgage or any other lien resulting from any method of financing or re-financing now or in the future existing against all or part of the Leased Premises. In the event of any foreclosure, sale, or other event causing Landlord’s ownership of the Leased Premises to terminate:
- a. Tenant shall attorn to the new owner and shall recognize the new owner as Tenant’s Landlord under this Lease;

- b. Tenant shall, upon request of the new owner, execute and deliver any instrument reasonably requested by the new owner to evidence this attornment; and
- c. Tenant waives any right that he may have at law or in equity to terminate this Lease or to surrender possession of the Leased Premises upon termination of, or institution of proceedings against, Landlord's rights of ownership in the Leased Premises.

If requested by the holder of a mortgage, Tenant shall give the holder notice of a reasonable opportunity to cure any default under this Lease by Landlord; and if necessary, to allow the holder sufficient time to foreclose Landlord's interest in the Leased Premises before affecting the cure.

33. TIME OF ESSENCE – Time is of the essence of this Lease. Signed as of the date first written above.

34. TENANT WORK – Tenant agrees to See Exhibit A, at Tenant's sole expense.

35. LANDLORD WORK – Landlord agrees to See Exhibit B, at Landlord's sole expense.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease Agreement on the date(s) set forth below.

Signed and acknowledged of:

LANDLORD:

By:

Witness

Alexander Brands LLC
(Dee F. Alexander, Partner)

Witness

Title: Landlord/Owner

TENANT:

By:

Witness

Cincinnati and Hamilton County Public Library
(_____, _____) Tenant

Witness

Title: Tenant(s)

STATE OF _____)

COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared the abovenamed (Owner/Landlord) and (Tenant) who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said limited liability company.

In testimony whereof, I have hereunto set my hand and official seal at _____,
_____ this _____, day of _____, 2024.

Notary Public-

In and For the State of

My Commission expires _____ Exhibit A

Tenant Work

- Refurbish and/or modify inside and/or outside and/or grounds of building/facility/premises @ 9261 Governors Way, Cincinnati, Ohio 45249 to accommodate needs.
Note: All improvements to remain in building/property upon termination of lease.
- To present to Owner/Landlord any/all refurbish/modifications and/or improvements for approval and obtain permits to perform such work (as needed).

Exhibit B

Landlord Work

- To review and respond in a timely manner to all written requests submitted by tenant.

Exhibit C

Legal Description

9261 Governors Way
Cincinnati, Ohio
45249

- **Approve an early Guaranteed Maximum Price authorization for Turner Construction in the amount of \$125,589 for the Cheviot Branch Project so that the elevator can be ordered in advance of the construction and authorize the Eva Jane Romaine Coombe Director to execute any documents necessary related to this matter.**

The design work is wrapping up and we expect the GMP estimate later this year.

- **Confirm the Board's action in April 2024 to execute a purchase agreement of 1.34 acres located in Cleves, Ohio from Tisch Properties LLC for \$584,695 and authorize the Eva Jane Romaine Coombe Director to execute the necessary documents related to the Cleves property purchase subsequent to satisfactory due diligence and contract approval by the Hamilton County Prosecutor's Office.**

Subsequent to the Board's authorization to purchase the property in Cleves, Ohio, the Library held a community engagement session on May 7, 2024 to obtain community input before executing the purchase agreement. There was support for the Library building at the Three Rivers School District site as well as support for building in downtown Cleves. In addition, Library staff reviewed the Facility Master Plan recommendation for the suggested building size and reviewed community demographics. It is suggested that a building in Miami Township be around 6,000 – 7,500 square feet.

Ms. Louis seconded.

Voting for the motion: Ms. Allen, Mr. Harding, Ms. Louis, Ms. Redden, Ms. Reynolds...5 ayes.
The motion carried. **(11-2024)**.

Ms. Allen recommended the following:

- **Approve revisions to the Personal Appearance & Workspaces Policy as follows:**

In an effort to provide welcoming spaces to staff and customers, we are recommending that expectations for maintaining staff and public workspaces are added into our current Personal Appearance Policy so that the policy transitions to the Personal Appearance and Workspaces Policy. These workspace expectations are intended to provide guidance around maintaining spaces that are safe, present an image that reflects the Library's values, and help to ensure a welcoming space for all.

EXHIBIT A

PROPOSED PERSONAL APPEARANCE & WORKSPACES POLICY- EFFECTIVE 9/3/2024

The Library presents a professional image to the community as an institution that provides excellent service and accurate information in a friendly and efficient manner. Library staff are expected to reinforce that image through their attire and workspaces. It is our policy that all staff present a neat and clean appearance through their attire and in their workspaces. Clothing and workspaces should be appropriate to the Library and to the work being performed. Additionally, staff must dress and maintain workspaces in a manner that

allows them to safely perform their job duties. Because there are many different tasks performed at the Library, there are differences in what is appropriate attire and what are appropriate workspaces for those who work in various roles. The Library provides guidelines that are meant to assist in providing direction in regards to what is appropriate attire for the workplace and what is appropriate for maintaining safe and welcoming workspaces. The Library reserves the right to determine attire and workspace appropriateness. It is the responsibility of the Manager to explain expectations and counsel staff concerning their appearance and workspaces when necessary.

EXHIBIT B

CURRENT PERSONAL APPEARANCE POLICY

The Library presents a professional image to the community as an institution that provides excellent service and accurate information in a friendly and efficient manner. Library staff are expected to reinforce that image through their attire. It is our policy that all staff present a neat and clean appearance, and wear clothing that is appropriate to the Library and to the work being performed. Additionally, staff must dress in a manner that allows them to safely perform their job duties. Because there are many different tasks performed at the Library, there are differences in what is appropriate attire for those who work in various roles. The Library provides guidelines that are meant to assist in providing direction in regards to what is appropriate attire for the workplace. The Library reserves the right to determine attire appropriateness. It is the responsibility of the Manager to explain expectations and counsel staff concerning their appearance when necessary.

Ms. Reynolds seconded.

Voting for the motion: Ms. Allen, Mr. Harding, Ms. Louis, Ms. Redden, Ms. Reynolds...5 ayes.
The motion carried. (12-2024).

Ms. Redden recommended the following:

- **Approve revisions to the following policies:**
 - **Photographing and Videotaping in the Library Policy (Proposed Policy Exhibit A; Current Policy Exhibit B)**
 - **Meeting Room Policy (Proposed Policy Exhibit C; Current Policy Exhibit D)**
 - **Table of Fines and Fees (Proposed Table Exhibit E; Current Table Exhibit F)**

As we have made significant improvements to locations through the work of the Facility Master Plan, we have seen an increase in the requests to film inside of our locations. Regularly updating the Library's photographing and videotaping policy ensures legal compliance, protects privacy, addresses technological changes, and maintains the institution's integrity and community trust. The updated policy (Exhibit A) provides specifics on the procedures, time restrictions/requirements and also addresses the use of CHPL logo or likeness in photographs or video for commercial purposes. This updated policy references the Standards of Library Behavior as context for both personal, non-commercial and commercial photography and videotaping.

EXHIBIT A

PROPOSED PHOTOGRAPHING AND VIDEOTAPING IN THE PUBLIC LIBRARY POLICY - EFFECTIVE 6/11/2024

Policy:

Cincinnati and Hamilton County Public Library (CHPL) allows the public to film (photographs and/or video recordings) within public areas of CHPL as long as it does not interfere with regular CHPL business and does not violate the Standards of Library Behavior. Photography on library property is generally permitted provided it is not disturbing customers or invading their personal space. Requests to photograph or videotape for commercial purposes must be submitted in writing and are may only be permitted with the express written approval by the Branch or Main Library Department manager and the Marketing and Communications Department at least three (3) business days in advance. The decision to allow such photography or videography lies within the sole discretion of the CHPL. CHPL reserves the right to determine times of day, length of photographing/filming time or other restrictions around the request to minimize disruption.

Administrative procedure:

A. Photographing/filming with a handheld device for personal, non-commercial use is permitted provided the terms of this policy and the Standards of Library Behavior are followed.

B. Customer and staff activities must be able to continue undisturbed during photographing/filming.

C. Individuals photographing/filming within the public areas are responsible for obtaining necessary permissions from all individuals they photograph/film.

D. Subject to paragraph F. below, CHPL's name, logo and/or likeness may not be used to project an explicit or implicit partnership, sponsorship or affiliation with the individual or organization engaged in photographing or filming.

E. Requests to film for commercial use must receive express written authorization from the Branch or Main Library Department manager and the Communications Department at least three (3) business days in advance. Public Safety will be notified upon approval. CHPL retains discretion to grant exceptions to this procedure.

F. If staff determines photographing or filming in an area is disruptive, the requestor will be offered the option of booking a meeting room for their needs.

EXHIBIT B

CURRENT PHOTOGRAPHING AND VIDEOTAPING IN THE PUBLIC LIBRARY POLICY

Policy:

Photography or videotaping is generally permitted if it is for general library promotion by the media, student projects, and/or strictly for personal use. Photography on library property is generally permitted provided it is not disturbing customers or invading their personal space. Requests to photograph or videotape for commercial purposes are not permitted without approval by The Eva Jane Romaine Coombe Director of the Library.

Requests for permission to photograph or videotape for commercial purposes must be submitted in writing for review by The Eva Jane Romaine Coombe Director.

As we have increased and expanded public meeting spaces through the Facility Master Plan, demand for these spaces has grown significantly. We are recommending an update to the Meeting Room Policy (Exhibit C). Along with this update, the fee structure for private events, which has not been updated since 2015, is also being revised. The Meeting Room Policy update clarifies the nature of events that require a fee, and that fee is delineated in the Table of Fines and Fees (Update is Exhibit E). This is essential to ensure that our heavily in-demand meeting spaces are used responsibly and fairly, promoting more equitable access for all community members. As such, the current fee, which is:

Meeting room fee: Events for purely social purposes \$50.00

is being recommended to be updated as:

Branch Meeting room fee: Private events for social purposes \$50.00 up to 2 hours

Please note that with the addition of the outdoor terraces at the Main Library, new considerations such as the need for public safety presence must be factored into the fee structure for these unique Main Library meeting areas. This update will help cover the costs associated with maintaining a safe and secure environment for all customers. Policies and guidelines for several large public libraries, including those in Ohio, were reviewed and helped inform this update. We will review these changes over the course of the next year and make adjustments if necessary. The recommended fee structure for Main Library meeting spaces is:

Main Library Meeting room fee

- Private events for social purposes in Tower Room Suite
 - Tower Room only \$50.00 up to 2 hours
 - Tower Room + Terrace \$150/hour
 - After hours Tower Room + Terrace + B \$500/hour
 - Before hours Meeting Rooms in Atrium + Atrium access \$150/hour

Main Library meeting rooms not specifically listed follow Branch Meeting Room fee structure

EXHIBIT C

PROPOSED MEETING ROOM POLICY - EFFECTIVE 6/11/2024

As a way of supporting our mission and vision, the Library welcomes the use of its meeting rooms within the guidelines that accompany this policy. The first priority in the use of library meeting rooms will always be given to library sponsored and co-sponsored programs and to programs held in cooperation with the Library.

Anyone 18 or older can reserve a meeting room. No library card is required. Meeting room use is free, except for the purpose of private, social events, such as parties or showers. In those instances, a fee is required. All meetings must be open to the public, except when a fee has been paid for a private, social event.

Library meeting rooms are available for a fee to groups/individuals for:

- Private events for social purposes which include but are not limited to parties, or receptions (e.g. weddings, birthday parties, anniversary parties, or other celebrations)

Library meeting rooms are not available to groups/individuals for:

- Promotion or sale of services
- Fundraising purposes
- Campaigning activities
- Conducting classes for profit

No admission, attendance charge, or required donation may be assessed by any non-Library group using a meeting room.

Areas on library premises other than meeting rooms may also be utilized with the prior approval of the Eva Jane Romaine Coombe Director.

Use of the meeting room does not mean that the Library endorses the purposes and policies of those using its meeting rooms. Meeting room use may be denied to anyone falsifying a meeting room application or failing to comply with this policy.

EXHIBIT D

CURRENT MEETING ROOM POLICY

As a way of supporting our mission and vision, the Library welcomes the use of its meeting rooms within the guidelines that accompany this policy. First priority in the use of library meeting rooms will always be given to library sponsored and co-sponsored programs and to programs held in cooperation with the Library.

Library meeting rooms are available free of charge for the following groups/individuals:

- Educational, cultural, civic, social, political, religious, or professional organizations
- Persons volunteering as tutors as part of a non-profit program

Library meeting rooms are available for a fee to groups/individuals for:

- Events for purely social purposes which include but are not limited to parties, or receptions (e.g. weddings, birthday parties, anniversary parties, or other celebrations)

Library meeting rooms are not available to groups/individuals for:

- Promotion or sale of services
- Fundraising purposes
- Campaigning activities
- Conducting classes for profit

No admission, attendance charge, or required donation may be assessed by any non-Library group using a meeting room.

Areas on library premises other than meeting rooms may also be utilized with the prior approval of the Eva Jane Romaine Coombe Director.

Use of the meeting room does not mean that the Library endorses the purposes and policies of those using its meeting rooms. Meeting room use may be denied to anyone falsifying a meeting room application or failing to comply with this policy.

EXHIBIT E

PROPOSED TABLE OF FINES AND FEES - EFFECTIVE 6/11/2024

During the Aug. 10, 2021 meeting of the Cincinnati & Hamilton County Public Library Board of Trustees, board members agreed to end the practice of issuing fines for overdue items. This change goes into effect Sept. 26, 2021.

Borrowing privileges are stopped when unpaid fees reach \$10.00 and/or when an item is 12 or more days overdue (beyond the eight automatic renewals).

Fees

- Fee applied to a card turned over to a collection agency \$10.00

Fee for lost or damaged materials

- Total loss or damage replacement cost
- Process a Lost and Paid reimbursement \$5.00 process fee
- Book bindery charge \$10.00
- Item from multi-volume set \$10.00
- Audiovisual container \$1.00

Library card fee

- Non-resident card: valid for one year \$90.00

Branch Meeting room fee

- Private events for social purposes \$50.00 up to 2 hours

Main Library Meeting room fee

- Private events for social purposes in Tower Room Suite
 - Tower Room only \$50.00 up to 2 hours
 - Tower Room + Terrace \$150/hour
 - After hours Tower Room + Terrace + B \$500/hour
 - Before hours Meeting Rooms in Atrium + Atrium access \$150/hour

Main Library meeting rooms not specifically listed follow Branch Meeting Room fee structure.

SearchOhio/Ohiolink fees

- SearchOhio replacement fee \$25.00
- OhioLINK replacement fee \$125.00

EXHIBIT F

CURRENT TABLE OF FINES AND FEES

During the Aug. 10, 2021 meeting of the Cincinnati & Hamilton County Public Library Board of Trustees, board members agreed to end the practice of issuing fines for overdue items. This change goes into effect Sept. 26, 2021.

Borrowing privileges are stopped when unpaid fees reach \$10.00 and/or when an item is 12 or more days overdue (beyond the eight automatic renewals).

Fees

- Fee applied to a card turned over to a collection agency \$10.00

Fee for lost or damaged materials

- Total loss or damage replacement cost
- Process a Lost and Paid reimbursement \$5.00 process fee
- Book bindery charge \$10.00
- Item from multi-volume set \$10.00

• Audiovisual container	\$1.00
Library card fee	
• Non-resident card: valid for one year	\$90.00
Meeting room fee	
• Events for purely social purposes	\$50.00
SearchOhio/Ohiolink fees	
• SearchOhio replacement fee	\$25.00
• OhioLINK replacement fee	\$125.00

Mr. Harding seconded.

Voting for the motion: Ms. Allen, Mr. Harding, Ms. Louis, Ms. Redden, Ms. Reynolds...5 ayes.
The motion carried. (13-2024).

INFORMATIONAL ITEMS

EVA JANE ROMAINE COOMBE DIRECTOR'S REPORT

Ms. Brehm-Heeger reported that:

- Ohio voters approved five of seven public library levies on local ballots around Ohio this spring. The successful library ballot issues included four renewals and one replacement levy. The five levies passed by significant margins with the average voter approval rate of 67 percent.
- **House Bill (HB) 344**, introduced by Reps. Mathews (R-Lebanon) and Hall (R-Middletown), would eliminate the authority of political subdivisions, including libraries, to levy replacement property tax levies. Proponents of the legislation state eliminating replacement levies will help to alleviate voter confusion over whether they are the same as a renewal levy. This proposal was previously included in HB 33, as passed by the House, but taken out of the budget bill by the Senate. The Ohio Library Council (OLC), in addition to counties, schools, parks, and other local governments, provided opponent testimony on HB 344 in previous meetings. Recently, HB 344 was voted out of the House Ways and Means Committee. However the legislation has not been brought up for a vote on the House floor.
- **The Joint Committee on Property Tax Review and Reform** was created in the state budget bill (HB 33) which passed last June. The committee, which has been discussed in previous Board meetings since its creation last year, is made up of five Senators and five Representatives who are authorized to hold hearings and make recommendations on pending legislation related to property taxation. The committee has met over the last

couple of weeks with invited testimony from schools, and county, township, and municipal governments.

- **House Bill (HB) 556**, sponsored by Rep. Adam Mathews (R-Lebanon), was recently introduced as well. This Bill seeks to create criminal liability for certain teachers and librarians for the offense of pandering obscenity. The bill further defines a “school librarian” to include librarians employed in a school district public library. Outside of Rep. Mathews being the sponsor of this bill, there are no additional co-sponsors. OLC has also scheduled a follow up meeting with Rep. Mathews. This legislation is similar to other legislation being introduced around the country focused on school districts and school librarians over curriculum and materials.
- **House Bill (HB) 622**, sponsored by Rep. Al Cutrona (R-Canfield), was also introduced just days ago. It would require each board of public library trustees to adopt a policy that prohibits its libraries from displaying matter “harmful to juveniles” and contemplates keeping such material behind blinders; behind counters or wrapped in material to cover the works. Public Library Funds of libraries that fail to do so would be taken away and redistributed.
- According to the Office of Budget and Management (OBM), state tax receipts came in below estimate again last month by \$224.4 million (– 8.4% below estimate for the month of April). OBM has indicated that the shortfall is related to higher-than-expected personal income tax refunds. In addition, the Commercial Activities Tax for April came in \$39.9 million below estimate. With two months left in Fiscal Year 2024, overall fiscal year-to-date state tax revenues are down by \$446 million (or – 1.9%). The Ohio Department of Taxation (ODT) posted the May 2024 Public Library Fund (PLF) distribution of \$42,174,542 – which is \$3.9 million (or – 8.49%) below ODT’s original estimate that was issued in July 2023; and \$3.87 million (or – 8.42%) below ODT’s updated estimate issued in December 2023. Because state tax receipts have continually come in under estimate, the PLF is continuing to come in under estimate. For the first five months of this year, the PLF is now \$12 million below what was anticipated.
- The Library, represented by David Siders, our Civic Engagement Coordinator, was recognized at Hamilton County’s recent awards breakfast for our exceptional partnership in 2023. CHPL was awarded the prestigious Commitment Award in recognition of our unwavering dedication.
- On Wednesday, April 24, more than 200 library administrators and trustees met in Columbus for Legislative Day. Library supporters spent the morning listening to legislative briefings and a keynote presentation by the Director of the Ohio Department of Education and Workforce Steve Dackin. Dackin talked about the shift to the science of reading in Ohio’s schools and how public libraries play an important role in the state’s education initiatives, including high-dosage tutoring for literacy. The event also featured a Property Tax Panel Discussion with Sen. Louis Blessing (R-Cincinnati), Co-Chair of the Joint Committee on Property Tax Review and Reform and Chair of the Senate Ways and Means Committee; and Rep. Dan Troy (D-Willowick), Ranking Member House

Ways and Means Committee and member of the Joint Committee on Property Tax Review and Reform. Throughout the day staff representatives from CHPL met with Senator Steve Wilson, Representatives Dani Isaacsohn, Cecil Thomas, Sedrick Denson, Bill Seitz, and Legislative Aides to Senators Catherine Ingram, Louis W. Blessing and Representative Rachel Baker. Special thanks to Board Vice President Chris Harding for attending the day with us.

- Construction on the Duke Energy Convention Center is set to begin later this summer and much of the existing DECC artwork is not planned to be incorporated into the new center. This means the art must be relocated. ArtWorks is working to support finding new homes for the installations that are all owned by the City of Cincinnati. We have been in close contact with ArtWorks and have identified up to three pieces of art that may come to the Main Library on a long-term, or potentially permanent, basis. We will provide more information and details when plans are finalized.
- We continue to prepare for the official reopening of the South Building, Main Library on Friday, July 12 at 10:00 a.m., and for the non-stop celebration that will follow for the entire weekend. Our Meet Me at Main events will be revealed throughout June and July to build excitement for this historic event.

FACILITIES AND FINANCE AND AUDIT COMMITTEE REPORT

Mr. Redden reported that:

- The work continues on the Walnut Street vestibule and the Reading Garden for the Main Library project. The South Plaza closed May 28, 2024 to prepare for the installation of the public art and then will be prepared for the reopening in mid-July. Most of the furniture and shelving has been installed. The Bridge gateway to the Children's area is scheduled for installation in mid-June. Library staff are shelving materials, completing the work in areas outside of the Turner Construction project scope, and preparing for the July 12, 2024 opening.
- The Hyde Park Branch opened in mid-April with much fanfare and the support of many community members. We continue to work through a few design challenges with the support of Turner Construction and the design team.
- We have continued to evaluate opportunities in Avondale. The house to the rear of the Library is on the market but upon further review by J.S. Held, we have determined that the house and the adjacent church share a roof and mechanical systems which would make the potential for acquisition and demolition cost prohibitive. The architect will be presenting the Library with design options in mid-June. We continue to search for a temporary space in the event we need to completely close the branch.

- The Library has continued working with our partners on options for the Delhi Township Branch in accordance with the original FMP timeline of 2026-2027 implementation. We will include township officials and the community as options develop.
- As reported previously, the Library is evaluating options for replacing/updating several mechanical components of the Main North Building that are at the end of their life, which includes the chiller/cooling tower and electrical components. We are working with a team including Turner Construction, Champlin (with CMTA) and Donovan Energy to review existing conditions and research sustainable, efficient solutions with the hopes of taking advantage of the Inflation Reduction Act tax incentives.
- We have identified several parking lots due for repair. The lots include the Distribution Center, Anderson Branch, Madeira Branch, Monfort Heights Branch, Covedale Branch and the Blue Ash Branch. We intend to work with Turner Construction under our current agreement on these repairs. We expect to have a GMP for the “2024 Parking Lot Repair/Replacements” in August 2024.
- In May, we received many documents and close out items for the Walnut Hills and Madisonville Branch Accessibility projects that we have been waiting on from Megen Construction but there are still several open items. We will continue to work to a resolution of these two projects.
- The second round of exterior sign refacing is currently in design with the intent of installation later this year. The locations for this phase include Corryville, Harrison, Mariemont, Northside, Reading, Sharonville, West End, and Westwood.
- The public art by Cincinnati-based artist Michael Coppage at the Price Hill Branch Library was dedicated on May 11, 2024. The event was well attended and was a great celebration honoring the work and the community.
- We were recently notified that the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the Library for our annual comprehensive financial report for the fiscal year ended on December 31, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. The Library has received this report every year since the first year it was completed in the mid-1990s.
- The annual audit by the Auditor of State has recently commenced. The work will continue over the next few months, and the Local Government Services unit of their Office is assisting the Library with our Annual Comprehensive Financial Report (ACFR). We recently requested and were granted an extension for the May 31, 2024, filing

deadline with the Auditor of State's Office and intend to file an extension with GFOA to extend the submission of the ACFR report to July 31, 2024.

HUMAN RESOURCES COMMITTEE REPORT

Ms. Redden reported that:

- The eleventh annual Staff Recognition Program was held on Sunday, June 9, at the Main Library. This year, service recognition pins were given to all staff reaching a five-year increment anniversary. During this year's event, Tricia Fetters, Library Customer Specialist at the Price Hill Branch, was recognized as the Rookie of the Year for her outstanding performance in her first 18 months with the Library. Sarah Maguire, Library Customer Specialist in the Popular Library department, was recognized as the Impact Award and Bunny Dehner prize recipient for her exceptional contributions and service. Thank you to Ella Uhler, Popular Library Manager, Lacey Wehrle, Mt. Healthy Branch Manager, Jennifer Korn, Pleasant Ridge Branch Manager and Samantha Heenan, Special Events Coordinator, for going above and beyond to coordinate this fun event for staff and to all staff who were able to attend and celebrate all of our accomplishments in the past year.
- The Library is partnering with Metro to offer discounted monthly passes to all staff. Details are being finalized and an electronic purchasing option is being created to let staff download an app to purchase this pass monthly, as needed. We plan to have staff communication with details and instructions on how to participate in the upcoming two months.

OPERATIONS COMMITTEE REPORT

Ms. Allen introduced Ben Lathrop

Hyde Park Manager, Ben Lathrop gave an update on the Hyde Park branch and usage since the location has reopened after renovations.

Ms. Allen reported that:

- For the fourth consecutive year, we partnered with the United Way of Greater Cincinnati to provide free tax preparation services to individuals and families in need. The program was successfully implemented at seven locations: Main Library, Groesbeck, Harrison, Madisonville, North Central, Price Hill, and Reading. United Way provided the service at five locations as well as appointment and data services for all seven locations, while AARP provided free tax preparation at two additional locations. Over 400 volunteers worked to provide this service, and we piloted having library staff at two locations (Groesbeck and Reading) provide greeting/intake services to give preparers more time to

prepare returns. This collaborative tax preparation served more than 1,200 individuals and families, saving them \$300,000 in filing fees and helping to claim more than \$1 million in refunds, representing a 24% increase in the number of taxpayers served compared to the previous season. This success would not have been possible without the unwavering support and dedication of our partner, the United Way, and their collaboration in staffing all locations with volunteers from AARP, Ernst & Young, GE Aerospace and Kroger.

- On May 17, CHPL and the Columbus Metropolitan Library were honored with the Society of Ohio Archivists' 2024 Merit Award at their annual conference. This prestigious award recognizes our staff's exceptional efforts in preserving the archives of our hometown newspaper, the Cincinnati Enquirer. Larry Richmond, Manager of the Genealogy and Local History Department, attended the conference in Columbus and accepted the award.
- Summer Reading is live, running June 1 to July 31. Summer is a prime opportunity for the Library to showcase our alignment with the state's emphasis on the Science of Reading. As such, we are returning to the fundamentals—reading and activities designed to bolster reading skills. All young people who visit the Library this summer will once again receive a free book to keep, along with a Summer Reading challenge sheet. Challenges for kids and teens encourage them to make reading a habit and to use the summer to explore what interests them. CHPL has also purchased 5,000 books to give away in target areas, so youth in under-resourced neighborhoods can grow their home libraries. Access to books in the home is a major contributing factor to many positive outcomes for youth, including literacy and numeracy skills. These effects also follow individuals into adulthood. We have contracted with UC's Evaluation Services Center (UCESC) for a program evaluation pilot at three locations: Symmes Township, West End, and Westwood. These locations will test methods for capturing live feedback on Summer Reading from youth and families. UCESC will deliver a case study for each location, to better capture the summer experience at the Library. Thank you to the Library Foundation and the Friends of the Public Library for their support.
- In January, we successfully transitioned to a new software for lending digital cultural passes through Discovery Pass. We are excited to announce two new partners joining this program: the Cincinnati Observatory and the Historic Village Museum located in Sharon Woods Park.
- Additional upcoming programs and events:
 - June 12 – Art and Hip Hop with the Cincinnati Art Museum, Loveland Branch
 - June 15– West African Movement and Music Workshop, Corryville Branch
 - June 17 – Dance Discovery with Cincinnati Ballet, Northside Branch
 - June 20 – Library Miniature Golf, Delhi Township Branch
 - June 20 – Community Plant Swap, Blue Ash Branch

STRATEGY COMMITTEE REPORT

Mr. Harding reported that:

- Our Library, in partnership with Cincinnati Council Member Anna Albi, Moms Demand Action, the Cincinnati Police Department (CPD), Hamilton County Sheriff's Office (HCSO) and Colerain Township Police Department, is continuing our pilot program for gun lock distribution. This program was first discussed at the April Board Meeting and encourages individuals to secure their weapons to prevent children from gaining access. In 2020, guns were the leading cause of deaths in children ages 1 – 19 in the United States. The pilot began with an initial donation of locks from Council Member Anna Albi through Moms Demand Action to CHPL's Cincinnati locations. Since that initial delivery, CPD and the HCSO have provided additional gun locks. As a result of these latest deliveries, each of our libraries located in the city will receive 20 gun locks, and each county location will receive 10 gun locks. The Colerain Township Police Department has now joined our efforts, too, donating 50 gun locks to the Groesbeck and North Central Branches. At the time of this writing, 15 locks were distributed through participating Library locations. We are also supporting CPD's Safe Storage Week. The website and information for this event states that gun locks are available at all Cincinnati and Hamilton County Library branches.
- On Saturday, May 4, DEI&E Director Michelle Matthews attended Girl Power Meets Women In Power. This event was sponsored by our partner Reaching Out For Kids (ROFK). CHPL Trustee and Retired Judge Nadine Allen emceed the event, which focused on women in key leadership positions representing government, non-profit, business and elected officials from Cincinnati, Hamilton County and beyond. At the gathering, powerful women leaders were encouraged to share challenges that they overcame to achieve their success. ROFK wanted the girls to know that it is not where you start that matters.
- On May 30, CHPL hosted *Mission: All In*, a collaboration between Turner Construction and Holden Hands, a nonprofit agency. The event offered free meals, clothing and resources on the South Plaza at the Main Library. The 513Relief Bus was also in attendance, offering free resources to the community.
- We partnered with the Council on Aging in April to host *Stay Connected As You Age* at the Walnut Hills Branch Library. Adults and caregivers attended the event to learn about important topics including:
 - Fraud Prevention presented by the Hamilton County Prosecutor's Office
 - Health Services and Education presented by the Center For Closing the Health Gap
 - How to manage a power outage and other unexpected emergencies presented by Hamilton County Emergency Management & Homeland Security Agency
- We partnered with the Cincinnati NAACP to host their Housing Empowerment & Resource Affair at the Deer Park Branch in April. More than 100 people attended and connected with community resources such as Community Action Agency's rent and

utility assistance, Housing Opportunities Made Equal (HOME) services, NAACP services, and People Working Cooperatively. Educational breakout sessions included prevention of housing discrimination services provided by HOME, resources to increase Black home ownership, and lead poisoning prevention education and resources. In addition, we are partnering with Cincinnati NAACP to host their new Voter Registration & Civic Engagement Bus. Data from the Greater Cincinnati Voter Collaborative points to a need to increase voter registration and engagement in the Price Hill and St. Bernard areas.

- We partnered with OhioMeansJobs (OMJ) and the Workforce Council of Southwest Ohio to provide a career fair at the Forest Park Branch to celebrate In-Demand Jobs Week (IDJW) 2024. More than 100 career-seekers attended the career fair and connected with 15 employers (including the Library). In addition, the Clifton Branch hosted a Youth Employment Expo to celebrate IDJW, with 35 young people attending.
- We are collaborating with Disability Pride Cincy on a *Self-Advocacy Training: Our Rights As Tenants Experiencing Disabilities* event at the Price Hill Branch on May 30. The event, in partnership with the Center for Independent Living Options and the Greater Cincinnati Homeless Coalition, will provide connections to resources such as exercising one's rights as a tenant, connections to rental payments and disability services, how to request a plan for accommodations, and a Q&A session.
- The Main Library's Reopening Celebration starts July 12! A ribbon-cutting event will officially open the building to all at 10 a.m. that Friday. Over the three days, we will celebrate our music heritage with live performances by Soul Pocket and P. Ann Everson Price's All-Star Band, and offer free workshops and programs on Taylor Swift, writing rap lyrics, creating a graphic novel and more. Outside the Library, on Ninth Street, we will have live music, food trucks, pickleball, roller skating and more on Saturday and Sunday. On Sunday, we will celebrate the arts with a live performance from the Cincinnati Opera and a panel on filmmaking in Cincinnati with Film Cincinnati. This will be a weekend of fun for everyone and one you don't want to miss!

TECHNOLOGY COMMITTEE REPORT

Ms. Reynolds reported that:

- In the February 2023 Technology Board Report, we announced an ambitious reimagining of the shelving layout and a robust effort to beautify our celebrated collections in South Main. We're very pleased that these efforts are nearly complete. Facilities have moved, or cut down, most of the shelving ranges on the floors open to customers (2nd and 3rd floors of the South Main building). Main Library staff have moved well over half a million books and other items onto those shelves. Every book, CD, DVD, record, audiobook, and magazine has been shifted to a new location. All the shelf locations where customers find materials in the catalog were updated with help from the ILS Team. Main Library and Outreach have re-jacketed over 5,000 books. Materials & Acquisitions

staff have been tracking down titles to support the Social Stair Collection and the Kids area. Cataloging & Processing have been pulling items from the processing line to bulk up certain areas of the collection, and Outreach have been stockpiling popular titles in a variety of genres as backup to replenish when stocks get low.

- In the June 2023 Technology Board Report, we announced the exploration of technology options for the Story Center, located on 2 South. We are about to install four touchscreen monitors with directional sound that will host content developed in the Story Center using the software Story Maps. In the Story Center Studio, we are setting up the cameras, mics, lighting, and acoustic panels in the new space.
- In May, we highlighted the Sorting and Materials Retrieval Department (SMRT) and their role in SearchOhio. Along with that interlibrary loan service, SMRT also pulls 420,000 items that customers throughout the system have requested as holds. SMRT also shelves as many items when they are returned. Rounding out the many functions of the department are paging and sorting, which are featured in the Statistical Highlight. Paging refers to retrieving an item for a customer who requested it while in the building at Main, and we anticipate an increase in this service when South Main reopens. There are two sorters, the smaller, original sorter at Main, and the bigger, more technologically advanced sorter at the Distribution Center

DEVELOPMENT COMMITTEE REPORT

Ms. Louis reported that:

- The Library Foundation's Spring campaign and appeal was successful and outpaced growth posted each of the past three years. Further, results are already 12% higher than in 2023. The Foundation is hosting a Jazz Brunch (July 14) as part of the Downtown Main Library reopening weekend thanks to the generous support of the following sponsors: Turner Construction, Champlin Architecture, Group 4 Architecture, Research + Planning, Inc., DSD Advisors, Interior Project Management, and U.S. Bank Private Wealth Management. The Library Foundation was the grateful recipient of significant gifts from the Charles H. Dater Foundation for the Homework Helper program, the H.B., E.W. and F.R. Luther Charitable Foundation, and the Stern Family Foundation to support Summer Reading, Sarah and Tommy Evans and Diane E. Steele.
- As reported at the Friends Annual Members' meeting. The Friends' financial results continue to be strong. The marketing and sales creativity that the Friends continue to exhibit set them apart from many Friends organizations across the country and make the Used Book Store and Warehouse a destination for residents and visitors alike.
- The Anderson Township Library Association's 44th Summer Used Book Sale is scheduled for June 21 through June 23 at Nagel Middle School. This popular sale is the largest event ATLA holds annually.

CONSENT AGENDA ITEMS

Ms. Redden moved the Board approve the consent agenda as follows:

- Minutes of the Regular Meeting held April 9, 2024
- Monthly Financial Reports – for the periods ending April 30, 2024 and May 31, 2024
- Media Activity Report – April 6, 2024 – June 4, 2024
- Contributions, Gifts, and Donations – April 1, 2024 – May 31, 2024

CONTRIBUTIONS, GIFTS, AND DONATIONS RECEIVED GREATER THAN \$1000 April 1, 2024 - May 31, 2024

04/02/2024 Friends of PLCH	Support for Library programs	33,750
04/16/2024 Library Foundation	Support for the Main Library reopening events	25,000
04/19/2024 Library Foundation	Support for the Blue Ash Branch	11,332
04/19/2024 Library Foundation	Support for the Mt. Washington Branch	7,558
04/19/2024 Library Foundation	Support for the Madisonville Branch	1,519
04/19/2024 Library Foundation	Support for the North Central Branch	1,389
04/19/2024 Library Foundation	Support for the Bond Hill Branch	1,344
04/19/2024 Library Foundation	Support for the Harrison Branch	1,344
04/19/2024 Library Foundation	Support for the Delhi Branch	1,086
04/23/2024 Library Foundation	Dater Foundation - Homework Help Support	75,000
04/23/2024 Library Foundation	Ed and Joan Hubert - Discover Summer	30,000
04/23/2024 Greater Cincinnati Foundation	Dianne and J. David Rosenberg - Programming support	1,000
05/17/2024 Library Foundation	Annual Mary S. Stern Lecture distribution	35,000

- Personnel Change Report reflects changes through May 11, 2024

<u>ACTION</u>	<u>REASON</u>	<u>FULL NAME</u>	<u>JOB TITLE</u>	<u>AGENCY</u>	<u>FTE</u>	<u>GRADE</u>	<u>DATE</u>
Appointment	New hire	Behen, Linda D.	Customer Service Sub	Customer Service Subs	0.725	4	03/17/2024
Appointment	New hire	Celek, Maxwell S.	Fiscal Manager	Fiscal Office	1.00	12	03/17/2024
Appointment	New hire	Lindsay, Jackson J.	Library Customer Adviser	Price Hill	0.60	4	03/17/2024
Appointment	New hire	Suhadolnik, Grace C.	Branch Shelver	Norwood	0.30	1	03/17/2024
Appointment	New hire	Upchurch, Brandon E.	Customer Service Sub	Customer Service Subs	0.725	4	03/17/2024
Appointment	New hire	Waites, Kenneth R.	Public Safety Specialist	Public Safety	1.00	6	03/17/2024
Appointment	New hire	Chapin, Deborah L.	Main Shelver	Sorting and Mat Retrieval	0.50	2	03/31/2024
Appointment	New hire	Dorsey, Hattie T.	Library Customer Adviser	Covedale	0.50	4	03/31/2024
Appointment	New hire	Duccilli, Elizabeth S.	Branch Shelver	College Hill	0.30	1	03/31/2024
Appointment	New hire	Dudley, Charles A.	Library Customer Adviser	Avondale	1.00	4	03/31/2024
Appointment	New hire	DuMont, Bridget K.	Youth Librarian	College Hill	1.00	7	03/31/2024

Appointment	New hire	Frey-Dorsey, Spencer E.	Public Safety Specialist	Public Safety	0.50	6	03/31/2024
Appointment	New hire	Hooker, Kevin L.	Maintenance Technician	Maintenance Services	1.00	6	03/31/2024
Appointment	New hire	Kim, Eion H.	Branch Shelver	Avondale	0.30	1	03/31/2024
Appointment	New hire	Morand, Laura L.	Customer Service Sub	Customer Service Subs	0.725	4	03/31/2024
Appointment	New hire	Osborn, Calliope R.	Branch Shelver	Blue Ash	0.30	1	03/31/2024
Appointment	New hire	Rolf, Bradley W.	Maintenance Technician	Maintenance Services	1.00	6	03/31/2024
Appointment	New hire	Shawver, Nathan L.	Branch Shelver	Blue Ash	0.30	1	03/31/2024
Appointment	New hire	Yackin, Rylee T.	HW Help & Enrichment Asst	Elmwood Place	0.30	3	03/31/2024
Appointment	New hire	Barnes, Ethan E.	Customer Service Sub	Customer Service Subs	0.725	4	04/14/2024
Appointment	New hire	Carter, Dylan C.	Library Customer Adviser	Blue Ash	0.50	4	04/14/2024
Appointment	New hire	Comstock, Clark H.	Library Customer Adviser	Walnut Hills	0.50	4	04/14/2024
Appointment	New hire	Connell, Hope M.	Library Customer Adviser	St. Bernard	1.00	4	04/14/2024
Appointment	New hire	Dennard, Roshundra C.	Library Customer Adviser	St. Bernard	1.00	4	04/14/2024
Appointment	New hire	Edwards, Abigail A.	Library Customer Spec	Covedale	1.00	5	04/14/2024
Appointment	New hire	Hoffman, Caroline N.	Branch Supervisor - YS	Popular Library	1.00	9	04/14/2024
Appointment	New hire	Maher, Cooper A.	Branch Shelver	Hyde Park	0.30	1	04/14/2024
Appointment	New hire	Nattam, Anunita	HW Help & Enrichment Asst	West End	0.30	3	04/14/2024
Appointment	New hire	Rozniak, Sarah E.	Library Customer Adviser	Mariemont	0.50	4	04/14/2024
Appointment	New hire	Smart, Marcia	Monitor Mentor	Northside	0.375	6	04/14/2024
Appointment	New hire	Conlon, Vincent R.	Public Safety Specialist	Public Safety	0.50	6	04/28/2024
Appointment	New hire	Davenport, Lily M.	Library Customer Adviser	Anderson	0.50	4	04/28/2024
Appointment	New hire	Gebhart, Madison L.	Library Customer Adviser	Madeira	0.60	4	04/28/2024
Appointment	New hire	Hutson, Lilyann J.	Library Customer Adviser	Bond Hill	1.00	4	04/28/2024
Appointment	New hire	Kovach, Justin M.	Branch Shelver	Mariemont	0.30	1	04/28/2024
Appointment	New hire	O'Connor, Brittany N.	Library Customer Adviser	West End	0.50	4	04/28/2024
Appointment	New hire	Powell, Alisha R.	HW Help & Enrichment Asst	Northside	0.30	3	04/28/2024
Appointment	New hire	Raley, Thomas F.	Truck Driver	Shipping&Receiving	1.00	6	04/28/2024
Appointment	Rehire	Thevenot, Madelyn O.	Library Customer Adviser	Reading	0.50	4	04/14/2024
Change	Change in FTE	Ervin, Jeremy R.	Library Customer Adviser	Symmes Township	1.00	4	03/17/2024
Change	Change in FTE	Jansing, Elisabeth K.	Customer Service Sub	Customer Service Subs	0.725	4	03/17/2024
Change	Change in FTE	Jenkins, Kenneth T.	Public Safety Specialist	Public Safety	1.00	6	03/31/2024
Change	Change in FTE	Kash, Hayley E.	Library Customer Adviser	Virtual Information Center	0.50	4	03/31/2024
Change	Change in FTE	Yeager, Joseph D.	Library Customer Adviser	Madeira	1.00	4	03/31/2024
Change	Change in FTE	Zavala-Zumbrook, Nathan M.	PC Support Specialist	Information Technology	1.00	6	03/31/2024
Change	Change in FTE	Kash, Hayley E.	Library Customer Adviser	Virtual Info Center	1.00	4	04/14/2024
Change	Change in FTE	Brown, Kyle L.	TC_Makerspace Technician	Techcenter Makerspace	1.00	4	04/28/2024
Change	Change in FTE	Sketch, Claire M.	Library Customer Adviser	Walnut Hills	0.60	4	04/28/2024
Change	Lateral transfer	Browning, Nicole S.	Conservation Assistant	Conservation Services	1.00	4	03/17/2024
Change	Lateral transfer	Payton, Carrie I.	Library Customer Adviser	Covedale	0.50	4	03/17/2024
Change	Lateral transfer	Perry, Valerie S.	Library Customer Adviser	Symmes Township	0.60	4	03/17/2024
Change	Lateral transfer	Moore, Katelyn M.	Library Customer Adviser	Elmwood Place	1.00	4	04/28/2024
Demotion	Lateral transfer	Powers, Brian F.	Community Content Coord	Genealogy & Local Hist.	1.00	7	04/28/2024
Demotion	Lateral transfer	Salyers, Krystine H.	Reference Librarian	Genealogy & Local Hist.	1.00	7	04/28/2024
Departure	Lateral transfer	Vorobok, Adam D.	Reference Librarian	Genealogy & Local Hist.	1.00	7	04/28/2024

Voluntary Demotion	Robinson, Justin S.	Adult Learn Center Asst	Adult Learn & Literacies	1.00	4	03/17/2024
Voluntary Demotion	Healy, Ian P.	Truck Driver	Shipping & Receiving	1.00	6	03/31/2024
Attendance/Job Abandonmnt	Brady, Rosalita M.	Library Customer Adviser	Delhi Township	0.50	4	04/09/2024
No Show	O'Bryant, Olivia J.	Public Safety Specialist	Public Safety	0.50	6	03/18/2024

<u>ACTION</u>	<u>REASON</u>	<u>FULL NAME</u>	<u>JOB TITLE</u>	<u>AGENCY</u>	<u>FTE</u>	<u>GRADE</u>	<u>DATE</u>
Departure	Other Position	Rivera-Garcia, Nicole M.	Library Customer Adviser	Elmwood Place	1.00	4	03/19/2024
Departure	Other Position	Behrman, Matthew T.	Library Customer Adviser	St. Bernard	1.00	4	03/27/2024
Departure	Other Position	Wyatt, Sarah C.	Wyatt, Sarah C.	Greenhills	1.00	5	04/20/2024
Departure	Other Position	Adi, Haneen M.	Adult Learn Center Asst	Adult Learn & Literacies	1.00	4	05/03/2024
Departure	Other Position	Price, Aimee C.	Page	Sorting and Mat Retrieval	1.00	2	05/11/2024
Departure	Performance	Vernon, Parker J.	Branch Shelver	Monfort Heights	0.30	1	05/01/2024
Departure	Personal Reason	Conlon, Vincent R.	Public Safety Specialist	Public Safety	0.50	6	05/01/2024
Departure	Personal Reason	Kim, Eion H.	Branch Shelver	Avondale	0.30	1	05/02/2024
Departure	Personal/Family	Edlund, Thomas M.L.	Main Shelver	Sorting and Mat Retrieval	0.50	2	05/09/2024
Departure	Policy Violation	Campbell, Andrew N.	Adult Learn Center Asst	Adult Learn & Literacies	0.60	4	04/30/2024
Departure	Resignation	Nymberg, Caroline M.	Library Customer Adviser	Symmes Township	0.60	4	03/23/2024
Departure	Resignation	Hammarlund, Gabrielle N.	Library Customer Adviser	Virtual Info Center	1.00	4	03/29/2024
Departure	Resignation	Richards, Hadleigh G.	TC_Makerspace Sr Tech	Techcenter Makerspace	1.00	5	04/12/2024
Departure	Resignation	Spade, Morgan K.	Spade, Morgan K.	Covedale	0.30	1	04/20/2024
Departure	Resignation	Schuster, Sarah F.	Library Customer Adviser	Forest Park	0.50	4	05/01/2024
Departure	Resignation	Regmi, Apshara	Library Customer Adviser	Groesbeck	0.60	4	05/03/2024
Departure	Return to School	Stearns, Samantha Y.	Branch Shelver	Mariemont	0.30	1	03/23/2024
Departure	Return to School	Bradley, Magnolia R.	Bradley, Magnolia R.	Madeira	0.30	1	04/19/2024
Promotion	Promotion	Miller, Alexander P.	Branch Supervisor - YS	North Central	1.00	9	03/17/2024
Promotion	Promotion	Godbey, Joseph W.	Maintenance Supervisor	Maintenance Services	1.00	8	03/31/2024
Promotion	Promotion	Grosardt, Marshall L.	PC Support Specialist	Information Technology	1.00	6	03/31/2024
Promotion	Promotion	Lehotta, Siobhan	Branch Supervisor - YS	Sharonville	1.00	9	03/31/2024
Promotion	Promotion	Spinelli, Emily J.	Library Customer Spec	St. Bernard	1.00	5	03/31/2024
Promotion	Promotion	Gerberick, Zachary F.	Library Customer Spec	Genealogy&Local History	1.00	5	04/14/2024
Promotion	Promotion	Kressler, Tara S.	Asst Public Services Dir	Service	1.00	14	04/14/2024
Promotion	Promotion	Schultz, Tina M.	TC_Makerspace Sr Tech	Techcenter Makerspace	1.00	5	04/14/2024
Promotion	Promotion	Seguin, Abigail L.	TC_Makerspace Sr Tech	Techcenter Makerspace	1.00	5	04/14/2024
Promotion	Promotion	Testerman, Alex C.	Library Customer Spec	Walnut Hills	1.00	5	04/14/2024
Promotion	Promotion	True, Sarah K.	Branch Supervisor - YS	Price Hill	1.00	9	04/14/2024
Promotion	Promotion	Coleman, Mary Catherine J.	Library Customer Adviser	Groesbeck	0.60	4	04/28/2024
Promotion	Promotion	Jones II, Jody J.	Monitor Mentor	Norwood	0.50	6	04/28/2024
Promotion	Promotion	Wasson, Sara F.	Library Customer Spec	Sharonville	1.00	5	04/28/2024
03/17/24 - 05/11/24							

- Statistical Report for April 2024 and May 2024

- Statistical Highlights – Sorting & Materials Retrieval
- Investment Report (summary of invested balances) as of May 31, 2024

Cincinnati and Hamilton County Public Library
Investment Summary as of May 31, 2024

	Amount As of 4/30/2024	Amount As of 05/31/2024
Fifth Third Investment:		
General Fund	\$5,894,228.00	\$5,894,228.00
Building and Repair	\$31,293,402.40	\$31,293,402.40
Total	\$37,187,630.40	\$37,187,630.40
Fifth Third Operating Account:		
General Fund	\$27,659,196.09	\$26,476,570.66
Insurance Reserve	\$230,000.00	\$230,000.00
Special Revenue Funds	\$1,964,916.62	\$1,930,175.67
Building and Repair	\$15,142,363.41	\$12,527,758.37
Permanent Trust Funds	\$1,399,640.50	\$1,428,687.55
Total	\$46,396,116.62	\$42,593,192.25
STAR Ohio:		
Building and Repair	\$1,217,019.16	\$1,222,478.06
Total	\$1,217,019.16	\$1,222,478.06
U.S. Bank Managed Investments (Trust Funds):		
Total	\$6,776,403.00	\$6,776,403.00
Grand Total	\$91,577,169.18	\$87,779,703.71

Ms. Reynolds seconded.

Voting for the motion: Ms. Allen, Mr. Harding, Ms. Louis, Ms. Redden, Ms. Reynolds...5 ayes.
 The motion carried. (14-2024).

The Regular Meeting was then adjourned.

 President

 Attest: Secretary