

Honorable City Planning Commission  
Cincinnati, Ohio

**SUBJECT:** A report and recommendation on a proposed Notwithstanding Ordinance permitting the installation of artwork on City-owned right-of-way, known as the Ohio Avenue steps, between Ohio Avenue and Van Lear Street in CUF.

**GENERAL INFORMATION:**

Location: Ohio Avenue Steps between Ohio Avenue and Van Lear Street  
Petitioner: University of Cincinnati  
Petitioner's Address: 2600 Clifton Avenue, Cincinnati, OH 45221

**EXHIBITS:**

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Notwithstanding Ordinance (NWO) Application
- Exhibit C City of Cincinnati Artwork Donation Agreement
- Exhibit D Waiver of Rights Pursuant to the Visual Artists Rights Act (VARA)
- Exhibit E Letters of Support from CUF Neighborhood Association and Mt. Auburn Community Council

**BACKGROUND:**

A team from the University of Cincinnati, in conjunction with Spring in Our Steps, a community partner, is working on a collaborative research project called "Step Up to Art: Improving Health by Elevating Cincinnati's Staircases as Neighborhood Connectors." Part of this project is focused specifically on the Ohio Avenue steps located between Ohio Avenue and Van Lear Street in the CUF neighborhood and adjacent to the Mt. Auburn neighborhood.

The team, consisting of faculty from the University of Cincinnati's College of Design, Architecture, Art, and Planning (DAAP) and College of Medicine and staff from Spring in Our Steps, an organization focused enhancing community connections by reclaiming alleys, sidewalks, and steps for pedestrians, proposes to paint public artwork on the Ohio Avenue steps (Exhibit B). Their intent is to improve connectivity between CUF and Mt. Auburn and create a unique public space to encourage a more integrated and equitable city. Additionally, their proposed project aims to promote walking and physical activity to improve public health. After focus groups with neighborhood residents, proposed artwork was selected. In addition to the artwork, the team is proposing signage to convey information about the artwork, as well as the Ohio Avenue steps' history. To permit the installation of the staircase artwork, City Council would need to approve a Notwithstanding Ordinance (NWO), which would allow the City to designate one or more agents or contractors, including the Step Up to Art team, to carry out all or a portion of the proposed work required to install and maintain the artwork.

Section 111-5 of the Cincinnati Municipal Code permits the application of a Notwithstanding Ordinance (NWO) for the relief from existing legislative and administrative procedures through the Director of City Planning and Engagement. The applicant team requests a NWO to allow for the installation of the artwork on City right-of-way that would otherwise not be permitted without a change to existing legislation, or the implementation of a special program through the Department of Transportation and Engineering. Under the requested NWO, the Step Up to Art team, led by the University of Cincinnati, would serve as the City's designee to install the artwork along the stairs. The installation and

maintenance of this public artwork would be performed under the management of the Department of Transportation and Engineering (DOTE), and any agents or contractors of the City, including the Step Up to Art team, would be required to comply with the rules and regulations concerning the artwork's location, size, materials, and means of installation and maintenance. After installation, the City would own the artwork and continue to maintain complete control over the public right-of-way as necessary for public safety. Artists who install and maintain the artwork will be required to waive the rights to the installation through a Waiver of Rights Pursuant to the Visual Artists Rights Act (VARA) which will be executed between the artists and the City (Exhibit D).

**ANALYSIS:**

The Department of City Planning and Engagement has consistently taken a position to not support any Notwithstanding Ordinances because they do not comply with the Cincinnati Zoning Code that the Department is charged with developing and enforcing. However, Cincinnati Municipal Code Section 111-5 establishes certain factors for evaluation by the City Council committee that considers a Notwithstanding Ordinance application, and the Department will therefore provide input on the following factors. The City Planning Commission shall consider the following when making a recommendation on NWOs to City Council:

- 1) Whether the proposed application will not have an adverse effect on the character of the area or the public health, safety and welfare;

*The staircase artwork is not expected to have any negative impact on the character of the proposed location area, or the public health, safety, and welfare. Conversely, the artwork is intended for the enjoyment and benefit of the public. The project intends to increase community connections as well as provide opportunities for physical activity.*

- 2) Whether the proposed application is consistent with the purposes of this code and the zoning district where the subject property is located including but not limited to:

- (a) Providing a guide for the physical development of the city.

*Not applicable to this application.*

- (b) Preserving the character and quality of residential neighborhoods.

*The staircase artwork is not expected to have any negative impact on the quality of the residential neighborhoods. It is intended to enhance the connection between the CUF and Mt. Auburn neighborhoods and promote neighborhood identity and pride.*

- (c) Fostering convenient, harmonious and workable relationships among land uses.

*Not applicable to this application.*

- (d) Achieving the arrangement of land uses described in the comprehensive plan for the development of the city as may have been adopted by council.

*The Notwithstanding Ordinance is consistent with Plan Cincinnati (see "Consistency with Plan Cincinnati" for further information in this staff report).*

- (e) Promoting the economic stability of existing land uses and protecting them from intrusions by inharmonious or harmful land uses.

*Not applicable to this application.*

- (f) Providing opportunities for economic development and new housing for all segments of the community.

*Not applicable to this application.*

- (g) Creating pedestrian-friendly environments to reduce reliance on the automobile for travel.

*The proposed artwork will be painted directly on the Ohio Avenue steps which will enhance the staircase as a pedestrian connection between two neighborhoods which are separated by steep topography.*

- (h) Preventing excessive population densities and overcrowding of land or buildings.

*Not applicable to this application.*

- (i) Ensuring the provision of adequate open space for light, air and fire safety.

*Not applicable to this application.*

- (j) Ensuring that development is compatible with the environment, particularly on the hillsides and along the riverfront.

*Not applicable to this application.*

- (k) Promoting the conservation, protection, restoration and enhancement of the historic resources of the city.

*The Ohio Avenue steps were part of the over 400 staircases constructed during the late 19<sup>th</sup> century in Cincinnati. The proposed staircase artwork will bring increased recognition to this historic resource.*

- (l) Lessening congestion in the public streets by providing for off-street parking and loading areas for commercial vehicles.

*Not applicable to this application.*

- (m) Providing effective signage that is compatible with the surrounding urban environment.

*The preliminary design for the artwork, included in Exhibit B, is the result of feedback from the community. Additionally, the team is proposing signage along the steps that will provide information about the artwork, as well as about the history of the Ohio Avenue steps.*

- (n) Setting standards by which a nonconforming use may continue to function and to provide for the adaptive reuse of nonconforming buildings.

*Not applicable to this application.*

#### **PUBLIC COMMENT AND NOTIFICATION:**

The applicant team met with the CUF Neighborhood Association and Mt. Auburn Community Council in early 2021 to discuss the proposal. Additionally, the team held a series of focus groups to get feedback from community members on the artwork design. Both community councils voted to support the proposed project and issued letters of support (Exhibit E). Notice of the December 3, 2021 City Planning Commission was sent to property owners within 400 feet of the subject property, as well as the CUF Neighborhood Association, Clifton Heights Community Urban Redevelopment Corporation, Mt.

Auburn Community Council, and Mt. Auburn Community Development Corporation. No additional correspondence has been received to-date.

**CONSISTENCY WITH PLANS:**

*Plan Cincinnati (2012)*

The Notwithstanding Ordinance is consistent with *Plan Cincinnati (2012)* within the Live, Connect, and Sustain Initiative Areas. It is consistent with the Live Initiative Area Goal to “Build a robust public life” (page 149) and the Strategy to “Develop and maintain inviting and engaging public spaces that encourage interaction between different types of people” (page 150). Within the Connect Initiative Area, it is consistent with the Strategy to “Expand options for non-automotive travel” which specifically notes the need to maintain public stairway and alley systems to expand connectivity for pedestrians (page 130). Lastly, it is consistent with the Goal in the Sustain Initiative Area to “Become a healthier Cincinnati” (page 181).

*University Impact Area Solutions Study (2016)*

The Notwithstanding Ordinance is consistent with the Connectivity section of the University Impact Area Solutions Study (2016) which includes recommendations for both the CUF and Mt. Auburn neighborhoods. It is specifically consistent with the Goal to “Design and implement a safe and integrated pedestrian network” (page 76).

**CONCLUSIONS:**

The Notwithstanding Ordinance to permit the installation of artwork on City-owned right-of-way, known as the Ohio Avenue Steps, between Ohio Avenue and Van Lear Street will enhance a pedestrian connection and create a public space between two neighborhoods, encourage walking and physical activity, and promote community pride and identity.

The Department of City Planning and Engagement has consistently taken the position to not support Notwithstanding Ordinances for land use decisions because they do not comply with the zoning laws that the department is charged with developing and enforcing.

**RECOMMENDATION:**

The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following action:

**DENY** the Notwithstanding Ordinance permitting the installation of artwork on City-owned right-of-way, known as the Ohio Avenue Steps, between Ohio Avenue and Van Lear Street in CUF for the following reason:

- 1) The Department of City Planning and Engagement cannot support any Notwithstanding Ordinances for land use decisions because the ordinances do not comply with the zoning laws that the Department of City Planning and Engagement is charged with developing and enforcing.

If the City Planning Commission decides to recommend approval of the Notwithstanding Ordinance, the City Planning Commission should consider the following conditions:

- 1) That the artwork installation size, location, and design be reviewed and approved by the Department of Transportation and Engineering at the time of permit review; and

- 2) The petitioner shall coordinate with the City regarding the donation of the mural in the right-of-way including a contract with the City in a similar form as the City of Cincinnati Artwork Donation Agreement (Exhibit C); and
- 3) All artists involved in the creation and installation of the artwork shall provide the City with a Waiver of Rights pursuant to the Visual Artists Rights Act (Exhibit D).

Respectfully submitted:



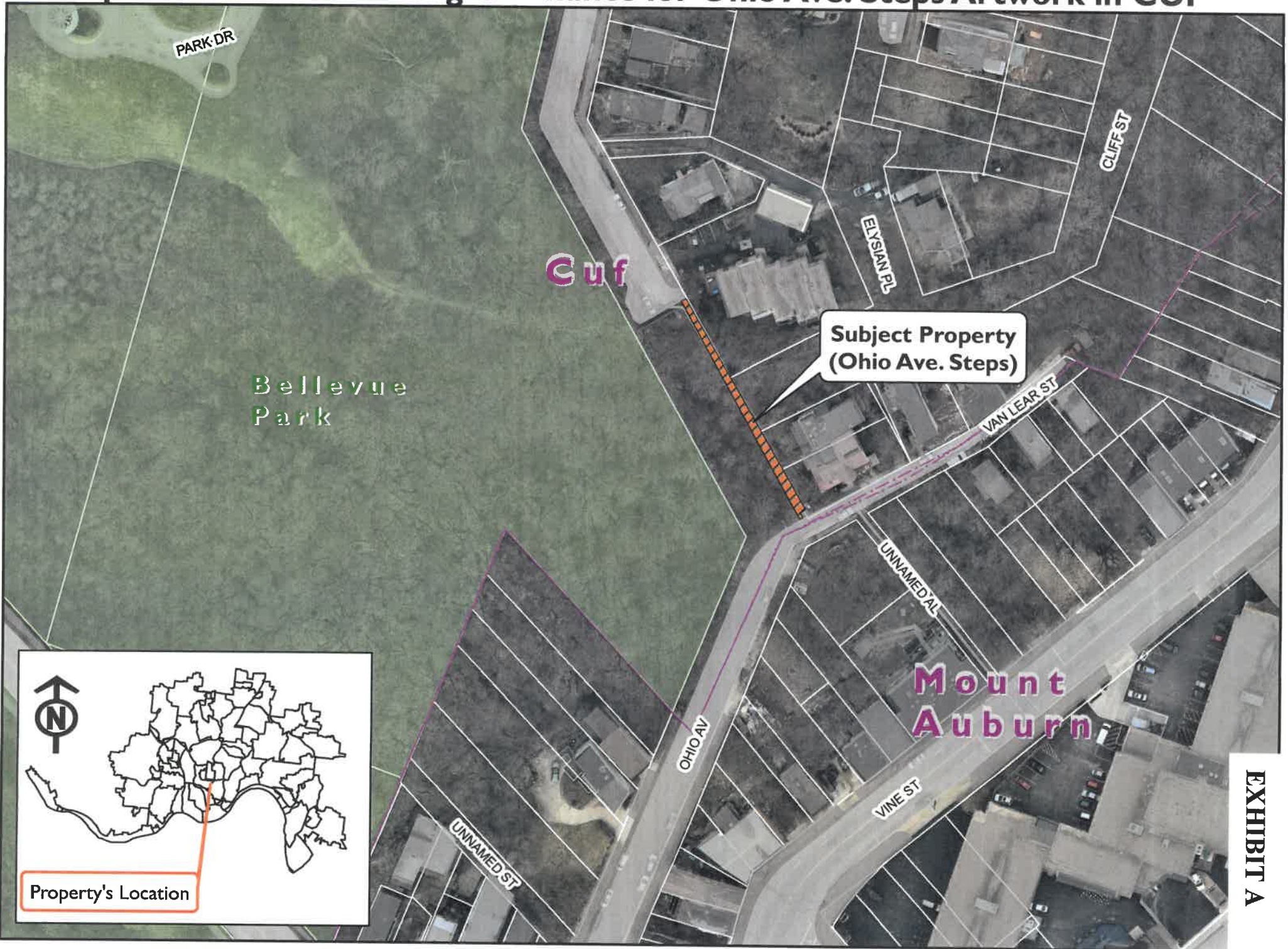
Samantha, AICP, Senior City Planner  
Department of City Planning and Engagement

Approved:



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

# Proposed Notwithstanding Ordinance for Ohio Ave. Steps Artwork in CUF



# Step Up to Art



**Step Up  
to Art**

Community Change Collaborative Research  
Office of the Vice President for Research  
University of Cincinnati

College of Design, Architecture, Art, and Planning  
College of Medicine  
University of Cincinnati

Spring in Our Steps, Community Partner

## Art on Cincinnati's Staircases to Improve Public Health and Neighborhood Connection



**Action Team**

**Kate Bonansinga**

Professor + Director, School of Art,  
College of Design, Architecture, Art  
and Planning (DAAP), and nationally  
known contemporary art curator  
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**Vikas Mehta, PhD**

Professor, School of Planning,  
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**Rachel Nolan, PhD.**

Assistant Professor, College of  
Medicine and expert on public health  
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**Muhammad Rahman**

Assistant Professor, School of Design,  
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**Jenny Ustick**

Associate Professor, School of Art,  
College of DAAP and internationally  
recognized muralist,  
jenny.ustick@uc.edu



**Community Partner:**

**Christian Huelsman**

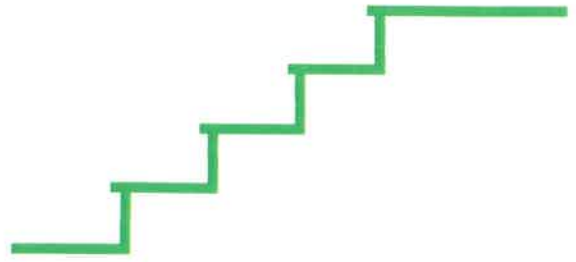
Executive Director,  
Spring in Our Steps, Cincinnati  
springinoursteps@gmail.com



**Graduate Research Assistant:**

**Nathan DeLong**

Master of Landscape Architecture,  
College of DAAP (College of  
DAAP and UC Graduate School  
Assistantship)



**Problem Statement + 'Community First'**

Cincinnati is a city of distinct neighborhoods, many of which retain strong boundaries in part due to the topography of hills. Neighborhoods in and of themselves are walkable, but rarely do pedestrians traverse between neighborhoods. This results in segregation and in missed opportunities to improve and maintain physical health and a more socially connected and equitable city through walking. Over 400 staircases were constructed during the late 19th century to address this problem and to connect the city's neighborhoods and their parks. Today, however, many of these staircases lie in disuse and disrepair due to perceptions that they attract crime, and to driving as habit.



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**Solution to Problem and Overarching Vision**

Step Up to Art will harness community input and involvement in the creation of a public artwork that will improve the upper part of the Ohio Avenue stairs that connect Mt. Auburn to Clifton Heights. Through focus groups of residents from both neighborhoods, we learned how they believe the staircase can be improved and offered four artists/artistic teams to choose from to implement this improvement. Dai Williams and Lizzy Duquette were selected by the residents. We will create and implement signage that will both convey information about the Ohio Avenue stairs, its history and quality, and about the artwork. Our intent is that the Ohio Avenue stairs will serve as a pilot for the improvement of a staircase pedestrian transportation system throughout the city through the implementation of art on the staircases. This will also enhance Cincinnati's existing outdoor museum of murals. This will result in more connectivity between neighborhoods and their varying socio-economic demographics and in the creation of unique public spaces, which will, in turn, create a more integrated and equitable city. Step Up to Art will also promote neighborhood identity and pride and will encourage walking and physical activity and, will consequently, improve public health.







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**Preliminary ideas for vote**

Artists /

Dai Williams and Lizzy DuQuette



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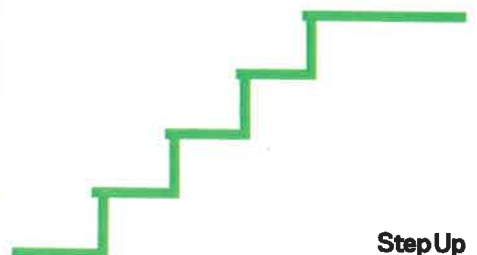
**Public Voting Link /**

<https://bit.ly/3IToHOP>

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**QR Code /**

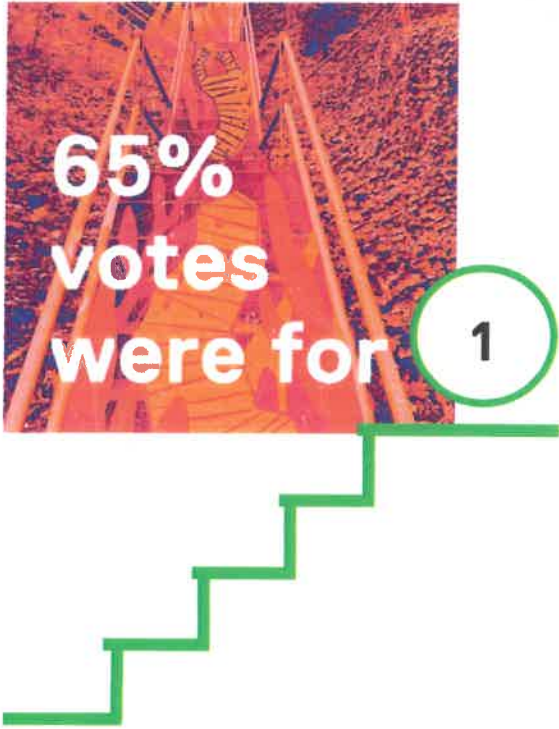


**Step Up  
to Art**



Winner by Community Vote

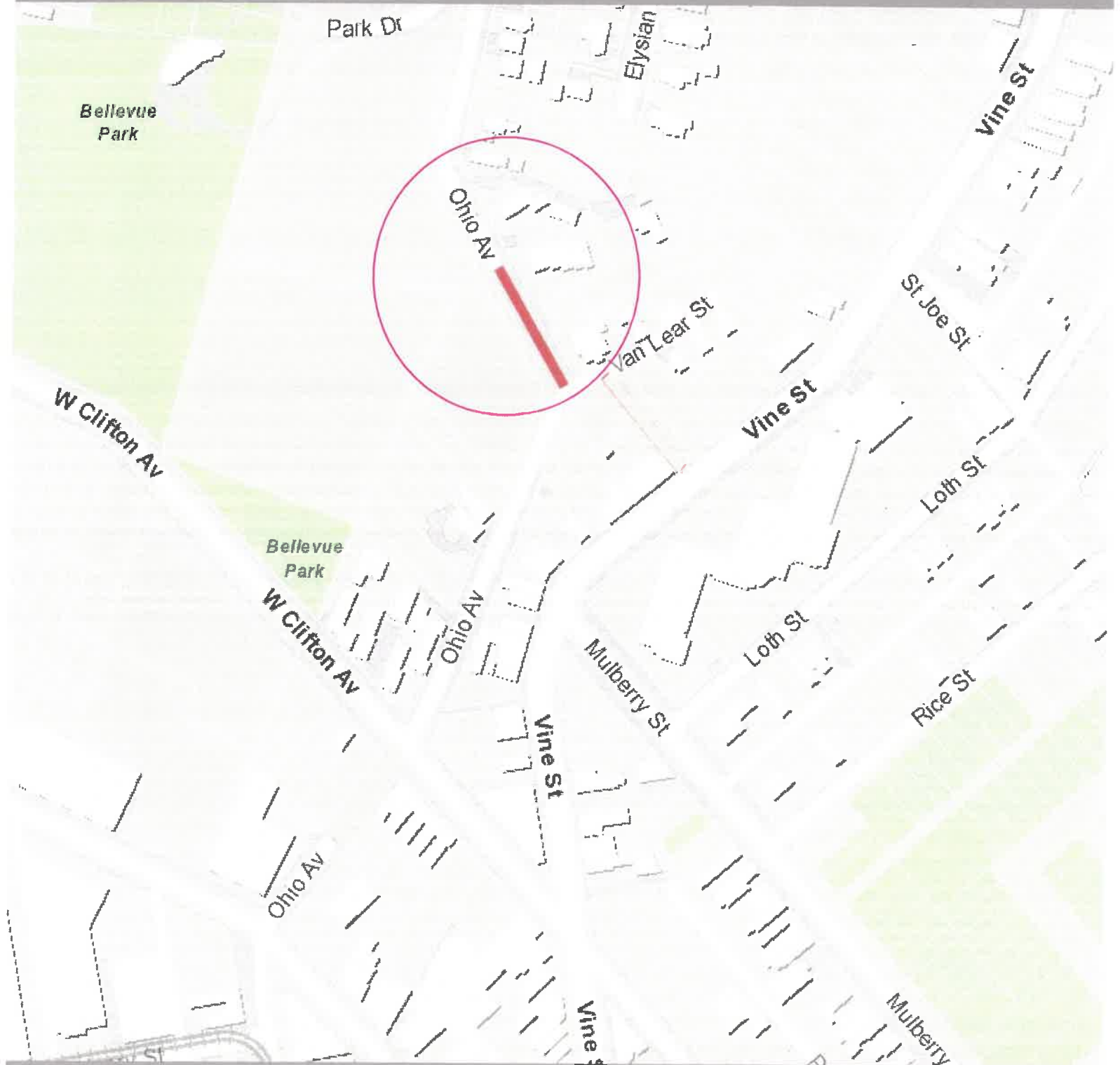
Artists /  
Dai Williams and Lizzy DuQuette



Total participant	32	
Voted for option 01	21	64%
Voted for option 02	04	
Voted for option 03	07	

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# Step Up to Art\_Ohio Avenue Steps Project Location



**Project Title:** *Step Up to Art: Improving Health by Elevating Cincinnati's Staircases as Neighborhood Connectors*

**Action Team Members:**

**Corresponding Investigator:**

- Kate Bonansinga, Professor and Director, School of Art, College of Design, Architecture, Art, and Planning (DAAP), and nationally known contemporary art curator [kate.bonansinga@uc.edu](mailto:kate.bonansinga@uc.edu), X6-5132

**Other Participating Faculty:**

- Vikas Mehta, Professor, School of Planning, College of DAAP and international expert on public space, [vikas.mehta@uc.edu](mailto:vikas.mehta@uc.edu)
- Rachel Nolan, PhD., Assistant Professor, College of Medicine and expert on public health, [Rachel.nolan@uc.edu](mailto:Rachel.nolan@uc.edu)
- Muhammad Rahman, Assistant Professor, School of Design, College of DAAP and communication and environmental design expert, [muhammad.rahman@uc.edu](mailto:muhammad.rahman@uc.edu)
- Jenny Ustick, Associate Professor, School of Art, College of DAAP and internationally recognized muralist, [jenny.ustick@uc.edu](mailto:jenny.ustick@uc.edu)

**UC Student Assistants:**

- Nathan DeLong, Master of Arts, Landscape Architecture, College of DAAP (assistantship provided through College of DAAP and UC Graduate School)
- Tohonne Konare, Bachelor of Health Sciences, College of Allied Health and Science (assistantship provided through UC Honors Program)

**Community Partner:**

- Christian Huelsman, Executive Director, Spring in Our Steps, Cincinnati.

**Statement of Problem and Community Importance:**

Cincinnati is a city of distinct neighborhoods, many of which retain strong boundaries in part due to the topography of hills. Neighborhoods in and of themselves are walkable, but seldom do pedestrians traverse between neighborhoods, due to severed, constricted, or hazardous walking connections.<sup>1</sup> This results in segregation and in missed opportunities to improve and maintain physical health and a more socially connected and equitable city through walking. Over 400 staircases were constructed during the late 19<sup>th</sup> Century and early 20<sup>th</sup> Century to address this problem and to connect the city's neighborhoods and public parks. Today, however, many of these staircases lie in disuse, disrepair, and disarray, due to perceptions that they attract crime, encouraging driving instead of walking.

**Alignment with Equitable Cities theme:**

*Step Up to Art* will harness community input and involvement in the creation of a public artwork that will improve the upper part of the Ohio Avenue stairs that connect Mt. Auburn to Clifton Heights. Through focus groups of residents of both neighborhoods, we will ascertain their perceptions of the staircase and how to improve those perceptions through art. This will serve as a pilot for the improvement of the staircase pedestrian transportation system throughout the city. This will result in more connectivity between neighborhoods and their varying socio-economic demographics and in the creation of unique public spaces, which will, in turn, create a more integrated and equitable city. *Step Up to Art* will also promote neighborhood identity and pride. It will *explicitly address issues of social and economic injustice* (Wolff, Principle 1) because social equity begins with social connection. Through art, citizens will claim their city and climb its stairs.

**Approach/Methodology:**

**Methods & Analysis/Evaluation:** *Step Up to Art* will use a Community-Based Participatory Action Research (CBPAR) approach with the pragmatic goal of increasing access for residents of neighborhoods. This method *builds upon extensive community-engaged scholarship and research that show what works, that acknowledge the complexities, and that evaluate appropriately.* (Wolff, Principle 5) We will employ a predominantly qualitative design with multiple measures to address the research questions and programmatic goals. A CBPAR approach employs a transformative lens (Crotty, 1998; Sweetman et al., 2010) to understanding phenomena by integrating

### Step Up to Art:

#### Improving Health by Elevating Cincinnati's Staircases as Neighborhood Connectors

disciplines through engaging and meaningful experiences because of their inherent value. We see a community not only as a geographic entity, but a living, breathing, social network (Friedman, 2020). The CBPAR approach directly engages the community throughout the research, design and implementation process and supports strategic action that empowers and transforms the community (Burns et al., 2011). *It employs a community development approach in which residents have equal power in determining the collaborative's agenda and resource allocation.* (Wolff, 2016, Principal 2)

- **PHASE I: DEVELOP | Project Development** (light green bar on timeline): Aim 1: Initiate the process of creating CBPAR Teams. Each CBPAR Team will have two neighborhood residents, two community council members, a representative of the *Spring in Our Steps*. Aim 2: Collect detailed information of the public staircase in the neighborhood that the public may have access to, document the observed patterns of use of the staircase and make that information available to artist/s as well as the residents in the selected neighborhoods. RQ: *How is the existing public staircase in the neighborhood being used by the community? What are the visible environmental barriers to access and use of the staircase?* Data and Analysis: Behavior mapping, photo and video observations data will be analyzed qualitatively to determine the use (non-use) of staircases by the community. Each piece of visual data will be coded using a preestablished code book that all researchers will be trained to use. Data from these detailed behavior maps and observations identifying physical attributes and affordances of each staircase in the neighborhood will be used to establish correlations between these attributes/affordances and use (and non-use) of the staircases. During this phase, a Request for Qualifications (RFQ) for a lead artist will be circulated through Cincinnati's Artworks, Ohio Arts Council and other networks that have been cultivated by team participants Jenny Ustick and Kate Bonansinga and lead artist will be selected by research team in consultation with CBPAR Teams.
- **PHASE II: COLLABORATE | CBPAR Team Collaboration** (green bar on timeline): Aim: This aim focuses on convening the neighborhood CBPAR Teams for a series of participatory focus group sessions. These emergent sessions will provide the platform for building trust, creating shared context, developing community/culture specific strategies, and strengthening support within and across selected neighborhoods. RQ: *What are the perceived barriers to access and use of these staircases? What strengths and barriers are identified by the CBPAR Teams regarding access to and use of the staircases within their neighborhood? What neighborhood specific ideas/plans emerge for the neighborhood to be carried out in the implementation phase?* Overview: CBPAR Teams, research team members, lead artist, representatives from community partner Spring in Our Steps, and community members from each neighborhood will participate in a series of collaborative sessions dedicated to relationship building, information sharing, identifying neighborhood specific strengths and barriers regarding access to and use of stairs, and share input on designs proposed by the lead artist for the upper end of Ohio Avenue staircase. *Through this process we will employ community organizing as an intentional strategy, building resident leadership and power.* (Wolff, 2016, Principle 3) Data and Analysis: An introductory session will kick off Phase II. In this session, CBPAR Teams learn about the project, have an opportunity to meet with and interact with their team and be introduced to key information including the neighborhood specific maps developed in Phase I. Following the introductory session, a member of the research team will accompany a key informant from the CBPAR Team in two Go-Alongs (Kusenbach, 2003) to ask questions, listen and observe as they naturally explore the physical space of the staircase and its environs. Go-Alongs blend participant observation and interviews through a naturalistic walk through a designated environment. The artist will participate in these and will be provided with the specific plan and other data that we cull from Phase I and Phase II. During this phase will also secure building permits for the implementation of the art from the City of Cincinnati.
- **PHASE III: IMPLEMENT THE VISION | Community Feedback** (orange bar on timeline): During this phase we will conduct multiple community action days for the neighbors to work and create contents side-by-side with the lead artist to execute the design to improve the staircase through art. We will create implement a signage that will both convey information about the Ohio Avenue stairs, its history and quality, and about the artwork. Although it is beyond the scope of this Seed Grant, during a future phase, video observation and photos of the public staircases will be collected by trained researchers to note observable differences in usage of the stairs and interactions with the public art. Additionally, the

### **Step Up to Art:**

#### Improving Health by Elevating Cincinnati's Staircases as Neighborhood Connectors

researchers will conduct survey of the community members to provide reflections of their use of the renewed public staircase. Also, beyond the scope of this funding opportunity, but a component of the larger, systemic change of improving Cincinnati's pedestrian transportation system, is the goal of inviting Cincinnati's museums to participate in the process of selecting lead artists for future staircase projects. This engagement will support institutional transformation of bringing art to neighborhoods, outside of the museums' walls, and thereby increasing the accessibility of art, *focusing on museum policy, systems, and structural change* (Wolff, 2016, Principle 4).

#### **Expected Outcomes (Academic & Community):**

During each of the three stages of the research, we will be collecting and analyzing data (red bar on timeline) so that we can better understand the impact of the implementation of the public artwork. For the community, the expected outcome of this project is to promote a more equitable city through the implementation of community-driven artwork on the Ohio Avenue staircase. This pilot project will cultivate neighborhood identity and belonging in Cincinnati's Mt. Auburn and Clifton Heights. The long-term goal is to a museum-quality, community-driven and engaged public art program along Cincinnati's staircase network to encourage pedestrian movement between Cincinnati's neighborhoods. This will make art more accessible, public space more dynamic and neighborhoods more integrated, all of which will make our city more just and equitable. Art will act as a catalyst, encouraging more people to walk from one neighborhood to the next to improve connections between neighbors and, as a result, improve their physical and emotional wellbeing. Our citizens will walk for physical exercise and in the process will take ownership over their city, metaphorically writing their personal narratives throughout Cincinnati's public spaces. This art-museum-as-pedestrian-transportation-system may serve as a model for other cities.

For the academy, we will share our research findings at academic conferences such Environmental Design Research Association, College Art Association, The Society for Experiential Graphic Design, Alliance of the Arts in Research Universities, as well as for publication in and journals in interdisciplinary fields (art, community design, urban planning, urban design). Potential follow-up external funding sources include but are not limited to William T. Grant Foundation, Russell Sage Foundation, Solidaire Network, and National Endowment for the Arts. UC will be a model institution to focus on its urban location to conduct research that supports equity and inclusion in the city that it calls home.

#### **References:**

- Burns, J., Cooke, D., & Schweidler, C. (2011). A short guide to community based participatory action research. *Advancement Project-Healthy City*. Available online: [www.advancementprojectca.org](http://www.advancementprojectca.org) (accessed on 17 October 2018).
- Crotty, M. (1998). *The foundations of social research: Meaning and perspective in the research process*. Sage Publications.
- U.S. Dept of Health and Human Services. (2008). *Physical Activity Guidelines Advisory Committee Report, 2008*. Washington, DC.
- Duncan, MJ., Spence, JC., & Mummery, WK. (2005). Perceived environment and physical activity: a meta-analysis of selected environmental characteristics. *Int J Behav. Nutr. Phys. Act*, 2(11).
- Friedman, B. (2020). *Community-based participatory action research: It's all about the community*. Cognella Incorporated.
- Holt-Lunstad, J., Smith, T., Baker, M., Harris, T. & Stephenson, D. (2015). Loneliness and Social Isolation as Risk Factors for Mortality: A Meta-Analytic Review. *Perspective on Psychological Science*, 10(2), 227-37.
- Kusenbach, M. (2003). Street phenomenology: The go-along as ethnographic research tool. *Ethnography*, 4(3), 455-485. <https://doi.org/10.1177%2F146613810343007>
- Lee, IM., Shiroma, EJ., Lobelo, F., Puska, P., Blair, SN., Katzmarzyk, PT. (2012) Effect of physical inactivity on major non-communicable diseases worldwide: an analysis of burden of disease and life expectancy. *Lancet*, 380(9838), 219-229.

Step Up to Art:  
Improving Health by Elevating Cincinnati's Staircases as Neighborhood Connectors

**Project Budget:**

- **Honoraria:**
    - *Artist Compensation:* Invited regionally based artists to facilitate art workshop = **\$3000.00**
    - *Community Partner Compensation:* Christian Huelsman, Executive Director, *Spring in our Steps*, for mentoring graduate students = **\$3500.00**
  
  - **Focus Group + Workshop misc. cost = \$1000.00**
  
  - **Paint + Tools Cost = \$1500.00**
  
  - **Site Preparation and Community Events:**
    - Welcome Event with community engagement, for focus group participants and community members = **\$1000.00**
    - Wrap-up event = **\$500.00**
  
  - **Community Survey Compensation (Amazon Gift cards): \$10 x 100 = \$1000**
  
  - **3 Bollard Signage manufacture and implementation cost: \$1250 x 3 = \$3750.00**
  
  - **4 Step-counting Sensors (<https://amzn.to/32DIpF3>): \$140/ea = \$600.00**
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**Total Amount: \$15,850.00**

**Additional Research Assistance:**

DAAP Office of Research's contribution of one(1) Graduate Assistant in the Summer 2021 semester for 10 hours each week for 10 weeks: **\$1,859.26** plus one Undergraduate Assistant in Summer 2021 for 40 hours each week: **\$5,140.80**



2510 Ohio Avenue Suite C  
Cincinnati, Ohio 45219

**University of Cincinnati**

Kate Bonansinga, DAAP - School of Art  
Vikas Mehta, DAAP - School of Planning  
Rachael Nolan, College of Medicine  
Muhammad Rahman, DAAP - School of Design  
Jennifer Ustick, DAAP - School of Art

*RE: Step Up to Art: Restoring Health by Restoring Cincinnati's Staircases as Neighborhood Connectors*

Wednesday, April 14, 2021

University of Cincinnati project partners--

Spring in Our Steps is proud to issue this Letter of Interest to serve as community partner in the pursuit of a **Community Change Collaborative Grant**.

This grant opportunity will assist in the support of **Step Up to Art**, an interdisciplinary research project that aims to transform urban public stairways in Cincinnati into robust walking connections. Beginning with the Ohio Avenue Steps in the Clifton Heights neighborhood, the project will focus upon the pilot site to assess current usage, to investigate potential qualitative improvements, and to determine how public art and communication signage may augment the connection as equitable public walking corridor. I will mentor graduate researchers as we collaborate with community stakeholders, while working with city staff to reach those project goals. I will also serve as an on-the-ground facilitator to build community trust.

This project builds upon our work over nine years to elevate the status of public alleys and stairways as desirable and safe walking connections for all. Many of these public corridors were originally built at pedestrian scale, and they foster positive activity when they are maintained consistently, are well-lit, and feature navigational aids and captivating visual features. Having hosted hundreds of clean up events and tactical urbanism projects in these spaces, we share the vision to create an elevated experience from these public stairway connections through a collaborative process.

Spring in Our Steps is eager to serve as community partner on this project. Its intersection between public art, public health, and public space make the Ohio Avenue Steps and other stairways ideal candidates for such intervention.

Sincerely,

A handwritten signature in black ink that reads "Christian Huelsman". The signature is fluid and cursive.

Christian Huelsman  
Executive Director, Spring in Our Steps





PO Box 19138  
Cincinnati, OH 45219

### COMMUNITY COUNCIL

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**Spring in Our Steps**  
Christian Huelsman, Executive Director

*RE: Step Towards Art: Restoring Health by Restoring Cincinnati's Staircases as Neighborhood Connectors*

Dear Christian Huelsman,

We are issuing this Letter of Support to **Spring in Our Steps** to encourage further study through the **Step Towards Art**, an interdisciplinary research project with partners at University of Cincinnati College of DAAP (Design, Art, Architecture and Planning).

We encourage pursuit of the **Next Lives Here Urban Health Pathway Seed Grant for Research and Education**, recognizing its appropriate application to the parameters of the research project and its goals. The grant budget will include honoraria for artists, materials for artwork, and information signage (wayfinding).

This project will seek to address the following problems:

1. Socio-economic status is an indicator of physical health, and Cincinnati's urban poor are often also in poor physical and emotional health.
2. Most of the inner city neighborhoods that are home to residents that are below the poverty line are pedestrian friendly within their own boundaries, but not beyond them.
3. Cincinnati is a city of hills, and over 400 staircases constructed during the late 19th century connected neighborhoods. Most now lie in disuse and disrepair due to perceptions that they are dangerous, and to driving as habit.

The goals of the grant application have been presented to us as follows:

**Short term and within the parameters of this funding opportunity:** The Ohio Avenue staircase bridges Clifton Heights with the north end of Over-the-Rhine and is one of the few historic staircases in Cincinnati that has not either fallen into disrepair or barricaded by law enforcement due to the perception that staircases are sites of criminal behavior. We plan to bring attention to this staircase through a community-driven project lead by a leadership partnership between UC and the museum partners. We will create a digital and analog information system that both serves as locational device and educates the audience about the artist and the artwork, creating a museum-quality experience. The digital system will be available through a digital app.

**Long term goal:** The Ohio Avenue staircase will serve as a pilot for the other staircases in Cincinnati—chiefly in the neighborhoods of Mount Auburn, Clifton Heights-University Heights-Fairview, and Over-the-Rhine – and launch the restoration and rebirth of a network of staircases to be an outdoor museum. They will become both destinations and nodes of a pedestrian transportation network, encouraging physical activity and cultural awareness that we anticipate will lead to increased physical and emotional wellbeing. Our citizens will walk for physical exercise and in the process will take ownership over their city, metaphorically writing their personal narratives throughout Cincinnati's public spaces. Cincinnati's art museum as pedestrian transportation system will serve as a model for other cities.

Sincerely,

Stephen Gibbs  
President, Mt. Auburn Community Council



**NEIGHBORHOOD ASSOCIATION**

representing Clifton Heights | University Heights | Fairview

Feb 11, 2021

Dear Mr. Huelsman –

Thank you for meeting with CUF Neighborhood Association's Board on 2/1/21. After your presentation, the Board voted to approve support of the Step Toward Art research project which is being done in collaboration with the University of Cincinnati's College of DAAP (Design, Art, Architecture and Planning).

As a neighborhood highly reliant on pedestrian access, we are interested in enhancing our pedestrian infrastructure both within the neighborhood and connecting to surrounding neighborhoods. The proposed project incorporating public art, public health, and wayfinding would help promote greater awareness and use of our public stairways.

We look forward to working with you in achieving success for this project.

Sincerely,

Chip Kussmaul

President

ARTWORK DONATION AGREEMENT

The **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **[APPLICANT NAME]**, [an Ohio limited liability company] [a neighborhood community group] [an individual], the address of which is [full address] ("**Applicant**"), hereby enter this agreement for the installation of an artistic depiction, artwork, graphic design, or other artistic idea (the "**Artwork**") to be owned and displayed by the City as its own expression, which Artwork is depicted in Exhibit A (Depiction of Artwork) attached hereto and will be installed in the area shown on Exhibit B (Location) hereto (the "**Location**").

**WHEREAS**, the City of Cincinnati operates various artwork programs through which it reviews and approves proposals to create public art on certain City owned structures and/or within the right-of-way of certain City streets; and

**WHEREAS**, the City takes ownership and displays as its own expression artwork that is successfully selected through its programs; and

**WHEREAS**, the Applicant has been selected by the City through its artwork program to install the artwork, which the Applicant has agreed to donate to the City upon the terms and conditions contained herein; and

**NOW THEREFORE**, the terms and conditions of this Agreement are as follows:

**1. APPROVAL AND INSTALLATION**

**a. Application.** In accordance with The City of Cincinnati, Department of Transportation policies and guidelines, the Applicant has submitted an application and required fees, which include a detailed proposal for how the Artwork will look, what materials will be used, and any other relevant details about the installation of the Artwork and about the Location (the "**Proposal**"). The City has approved the installation of the Artwork, and it has agreed to assume ownership of the Artwork and display it at the Location.

**b. Access.** The Applicant shall be permitted to install the Artwork at the Location. No other installation, painting, or encroachment of any kind shall be permitted in any other location in the City's right-of-way or other City property or structures.

**c. Changes; Approval.** The Applicant shall make whatever additional changes to the Artwork plans as may be required by the City's Department of Transportation and Engineering ("**DOT**"), and the Applicant shall not commence installation until DOT has approved the final plans.

**d. Before Installation.** The Applicant agrees to notify all households and businesses within one city block of the Location at least fourteen (14) days before starting installation of the Artwork. The Applicant will provide notice by posting it on doors and if a door is not present, by regular mail to the owner. This requirement may be waived in writing by DOT.

**e. No Transfer.** This Agreement is personal to the Applicant and shall not inure to the benefit of the Applicant's successors-in-interest. This Agreement also may not be assigned without the prior written consent of the City. This Agreement shall not be recorded in the public records.

**f. Installation.** The Applicant agrees to complete the installation of the Artwork as detailed in the Proposal within the timeframe provided by DOT, and it agrees the installation of the Artwork shall otherwise remain under the direction and control of DOT. The Artwork installation and the art contained therein shall not deviate in any way from the Proposal accepted and agreed to by the City or its departments.

**g. Permits.** The Applicant agrees to obtain all necessary permits and pay all necessary fees for such permits, including a Street Blocking Permit from the Cincinnati Police Department, as are necessary

for the installation of the Artwork.

**h. Prompt Notification.** The Applicant shall notify DOTE upon completion of the Artwork.

**i. Materials.** The Applicant shall provide all paint, materials, equipment, services, and know-how used in connection with the installation of the Artwork for the benefit of the City, and the City accepts the provision of the materials, equipment services, and know-how. The Applicant acknowledges and agrees to comply with all design and material criteria as provided by DOTE. The Applicant shall not bring or permit to be brought onto the right-of-way any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. DOTE may set standards for, and the Applicant will ensure compliance with, any other requirement regarding materials applicable to the Artwork.

**j. Cleanliness of Site.** The Applicant shall not store, use, or dispose of any toxic or hazardous materials without the prior written consent of the City, and shall keep the Location, and surrounding area, free from accumulation of waste materials or rubbish caused by any installation or operation. Upon completion of the Artwork, the Applicant shall remove all waste materials, rubbish, artistic tools, construction equipment, machinery, and surplus materials. If the Applicant fails to clean up as provided herein, the City may do so, and the full costs thereof shall be charged to the Applicant.

**2. MAINTENANCE.** The Applicant acknowledges and understands the City has no responsibility to maintain the Artwork and artwork after the installation. The Applicant acknowledges damage may occur as a result of utility work, road maintenance, road cleaning, reconstruction of road and right-of-way, and any other such work, and the City shall not be responsible for any repairs or maintenance. The Applicant may apply to repair the Artwork eighteen (18) months after the installation is completed; provided, however, the approval to repair the Artwork shall remain within the sole discretion of the City.

**3. EXPENSES.** All expenses associated with the installation, maintenance, repair, and removal of the Artwork, and the Applicant's use of the Location, shall be borne by the Applicant. The Applicant agrees to donate the Artwork and artwork and any time, materials, or talents necessary for the installation of the Artwork to the City. The Applicant shall be solely responsible for compensation of any and all individuals, including any contractors or subcontractors, providing services to install or maintain the Artwork. The City shall not be responsible for any costs associated with the Artwork or the Applicant's use of the Location.

**4. NO CITY WARRANTIES; APPLICANT WAIVER OF CLAIMS FOR DAMAGE.** The Applicant acknowledges and agrees that working within a public right-of-way is inherently dangerous, and it requires that the Applicant take appropriate measures and precautions to protect itself, and its agents, employees, contractors, and subcontractors from harm. The City makes no representations or warranties to the Applicant concerning the condition of the Location or its suitability for the installation of the Artwork. The City shall have no responsibility or liability for loss or damage to the Artwork or any items of personal property that may at any time be on the Location, including, without limitation, damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail, fire, or other casualty, no matter how such damage is caused. The Applicant hereby waives, as against the City and its employees, agents, and contractors, all claims and liability, and on behalf of the Applicant's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.

**5. CITY OWNERSHIP, RIGHT TO MODIFY OR REMOVE.** The Applicant hereby transfers all ownership interest in the Artwork and the artwork contained in the Artwork to the City, and the City shall own all rights in the Artwork, the Proposal, and any art therein except as specified below. The Applicant acknowledges the Artwork is temporary and the City may, in its sole discretion, paint over, remove, resurface or allow the installation of different artwork, in part or in whole, at any time the City decides.

## **6. COPYRIGHT, VARA WAIVER.**

**a. Applicant Warranty.** The Applicant warrants and represents neither the Proposal, the Artwork, nor any artwork contained therein violates any copyright or infringes on the copyright of any third party

or on any other intellectual property rights of any third party. The Applicant further represents it holds full title to any artwork transferred to the City and it is not licensing or sub-licensing any such artwork and has the right and authority to enter into this Agreement.

**b. Copyright.** The Applicant transfers to the City all ownership interest in all rights including rights under the federal Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. §§ 106A and 113(d) in the Proposal, the Artwork, and the artwork contained therein. The artist or artists who have been or will be involved in designing or installing the Artwork or in creating the Proposal have waived their rights under VARA by completing and signing a waiver of rights under VARA, which is attached hereto as Exhibit C (*Signed VARA Waiver*).

**c. Artists Intellectual Property License.** The City hereby grants to the Applicant the limited and revocable license to make, display, and distribute, and authorize the making, displaying, and distribution of photographs and other reproductions of the Artwork. The Applicant may use such reproductions for advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, and electronic and multimedia publicity. The Applicant may not license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the Artwork.

## **7. CITY AND UTILITY ACCESS.**

**a. City's Right to Enter upon Property.** The Applicant acknowledges that the City and its authorized representatives have the unlimited right to enter upon the Location and the Artwork at any time for any purpose, including without limitation to inspect the Location and the Artwork. The Applicant further acknowledges its ability to enter upon the Location shall always be subject to the City's direction and control. The City shall have no duty to inspect.

**b. Rights of Utility Companies.** The authorization herein granted to the Applicant to install the Artwork and to use the Location are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the Location. The Applicant shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the Location from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Such utility companies have continued access to the Location 24 hours per day, 7 days per week, 52 weeks per year.

**8. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS.** The Applicant shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.

**9. INDEMNIFICATION OF THE CITY.** The Applicant shall indemnify, defend, and save the City, its employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the Applicant's installation, maintenance, or removal of the Artwork, use of the Location, or violation of the provisions set forth in this Agreement, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the Location, including any such death, injury, or loss related to the materials used in installation, maintenance, or removal of the Artwork. The Applicant shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgments entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of the Applicant under this Agreement shall survive the termination of this Agreement with respect to matters arising prior thereto.

**10. NOTICES.** All notices given hereunder by either party shall be in writing and shall be personally

delivered or mailed by U.S. Mail to the parties at the following addresses:

To City:  
City of Cincinnati  
Dept. of Transportation & Engineering  
City Hall, Room 450  
801 Plum Street  
Cincinnati, OH 45202

To the Applicant:

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**11. LAW TO GOVERN.** This Agreement is entered into and is to be performed in the State of Ohio. The City and the Applicant agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

**12. FORUM SELECTION.** The Applicant acknowledges and agrees that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or attachment thereto, including any duty owed by the Applicant to the City in connection therewith.

**13. AMENDMENT.** This Agreement may not be modified or amended.

**14. ENTIRETY.** This Agreement and the exhibits attached hereto contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

*[Signature Page Follows]*

This Artwork Agreement is executed by the parties on the dates set forth below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

Date: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

**ACCEPTED AND AGREED TO BY:**

**[APPLICANT NAME]**

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – Depiction of Artwork**

**SEE ATTACHED**



**EXHIBIT B – Location**

**SEE ATTACHED**

**EXHIBIT C – Signed VARA Waiver**

**SEE ATTACHED**

**WAIVER OF RIGHTS PURSUANT TO  
THE VISUAL ARTISTS RIGHTS ACT**

Description of Artwork (type, medium, colors, design): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date Created: \_\_\_\_\_

Dimensions (estimated): \_\_\_\_\_

Location: \_\_\_\_\_

The above-described artwork may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, 17 U.S.C. §106A and 113(d) ("**VARA**"), specifically the rights of certain authors to attribution and integrity codified in §106A(a).

I am an author of the artwork and am authorized to waive the rights conferred under VARA in accordance with the waiver provision 17 U.S.C. §106A(e)(1).

I hereby voluntarily and permanently waive my rights to attribution and integrity with respect to the artwork pursuant to VARA, and any identical or similar rights pursuant to any other applicable federal law, state law, or foreign or international law. I hereby waive my right to prevent any intentional distortion, mutilation, or other modification of the artwork.

I acknowledge that because of this waiver, the City of Cincinnati, and its officers, employees, agents, contractors, licensees, successors, or assigns ("**City**"), have the absolute right to change, modify, move, relocate, transport, remove, replace, repair, or restore the artwork located within the City, in whole or in part, in the City's sole discretion.

I understand the effect of this waiver and hereby acknowledge that I am surrendering the rights described herein with respect to the artwork.

Signature of Artist: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

January 21, 2021



PO Box 19138  
Cincinnati, OH 45219

## COMMUNITY COUNCIL

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*Shawn Baker*

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### Spring in Our Steps

Christian Huelsman, Executive Director

*RE: Step Towards Art: Restoring Health by Restoring Cincinnati's Staircases as Neighborhood Connectors*

Dear Christian Huelsman,

We are issuing this Letter of Support to **Spring in Our Steps** to encourage further study through the **Step Towards Art**, an interdisciplinary research project with partners at University of Cincinnati College of DAAP (Design, Art, Architecture and Planning).

We encourage pursuit of the **Next Lives Here Urban Health Pathway Seed Grant for Research and Education**, recognizing its appropriate application to the parameters of the research project and its goals. The grant budget will include honoraria for artists, materials for artwork, and information signage (wayfinding).

This project will seek to address the following problems:

1. Socio-economic status is an indicator of physical health, and Cincinnati's urban poor are often also in poor physical and emotional health.
2. Most of the inner city neighborhoods that are home to residents that are below the poverty line are pedestrian friendly within their own boundaries, but not beyond them.
3. Cincinnati is a city of hills, and over 400 staircases constructed during the late 19th century connected neighborhoods. Most now lie in disuse and disrepair due to perceptions that they are dangerous, and to driving as habit.

The goals of the grant application have been presented to us as follows:

**Short term and within the parameters of this funding opportunity:** The Ohio Avenue staircase bridges Clifton Heights with the north end of Over-the-Rhine and is one of the few historic staircases in Cincinnati that has not either fallen into disrepair or barricaded by law enforcement due to the perception that staircases are sites of criminal behavior. We plan to bring attention to this staircase through a community-driven project lead by a leadership partnership between UC and the museum partners. We will create a digital and analog information system that both serves as locational device and educates the audience about the artist and the artwork, creating a museum-quality experience. The digital system will be available through a digital app.

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Sincerely,

Stephen Gibbs  
President, Mt. Auburn Community Council



**NEIGHBORHOOD ASSOCIATION**

representing Clifton Heights | University Heights | Fairview

Feb 11, 2021

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President