



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Law & Public Safety Committee

Chairperson Christopher Smitherman
Vice Chair David Mann
Council Member Betsy Sundermann
Council Member Jan Michele Kearney
Council Member Greg Landsman
Council Member Steven Goodin
Council Member Liz Keating

Tuesday, May 11, 2021

9:00 AM

Council Chambers, Room 300

PRESENTATIONS

JURISDICTION AGREEMENTS

Cincinnati Police Department

AGENDA

- [202001680](#) **REPORT**, dated 10/14/2020, submitted by Paula Boggs Muething, Interim City Manager, regarding Jurisdiction Agreements.

Sponsors: City Manager
Attachments: [Report](#)
[2019 Mutual Aid Master](#)
[Cincinnati Signed](#)
- [202101427](#) **RESOLUTION**, submitted by Councilmember Goodin, **URGING** Hamilton County Municipal Court to reconsider its interpretation of the Sixth Circuit Court of Appeals and extend the eviction moratorium.

Sponsors: Goodin
Attachments: [Transmittal](#)
[Resolution](#)

3. [202101448](#) **MOTION**, submitted by Councilmember Goodin, As we work to restore trust in our government institutions, transparency has never been more important. The inability to provide timely access to police body camera footage has undermined police-community relations in many large American cities. The Citizens Complaint Authority (CCA) complains of delays in obtaining redacted footage for its investigations. The Fraternal Order of Police Lodge No. 69, has, likewise, expressed concern about the resulting delays in CCA's investigations and their effects on officer morale. Various media outlets have also routinely complained about access to public documents. Information requests by private citizens are often the subject of litigation. The City Solicitor's office has acknowledged it needs additional staff to process these requests in a timely manner. Accordingly, **WE MOVE** that the Administration prepare a report on the steps necessary to establish a new DEPARTMENT OF PUBLIC INFORMATION AND TRANSPARENCY which would, *inter alia*, coordinate with the various City departments, including the Solicitor's office, in order to respond to public records' requests and redact body camera and dash camera footage in accordance with the requirements set forth by Ohio law and the Cincinnati Municipal Code. **WE FURTHER MOVE** the Administration advise regarding the potential cost of standing up such a new Department, and whether funds from the American Rescue Plan could be utilized for this purpose.

Sponsors: Goodin

Attachments: [Motion - Dept. of Public Info \(4-21\)](#)

4. [202101490](#) **REPORT**, dated 4/28/2021, submitted by Paula Boggs Muething, City Manager, regarding Livingston Task Force Update. (SEE REFERENCE DOCUMENT #202001432)

Sponsors: City Manager

Attachments: [Livingston Task Force Update](#)
[Attachments](#)

5. [202101531](#) **REPORT**, dated 4/28/2021, submitted by Paula Boggs Muething, City Manager, regarding cost and timeline of the audit of Council activities (See Doc. #202100210).

Sponsors: City Manager

Attachments: [Report-Audit of Council Actions Bids 4-21](#)

6. [202101549](#) **ORDINANCE**, submitted by Councilmember Landsman from Andrew W. Garth, City Solicitor, **MODIFYING** Chapter 117, "Campaign Finance - Disclosures," of the Cincinnati Municipal Code by AMENDING Section 117-3, "Reporting Requirements when Campaign has no Activity; Publication of Campaign Reports," to require timely reporting by elected officials and their associated campaign committees or political action committees of certain campaign contributions; AUTHORIZING the City Manager to take all actions necessary to design and implement a public-facing website through which such reports will be available; and AUTHORIZING the City Manager to develop such requirements, rules, and guidance, in consultation with the Cincinnati Elections Commission, as are necessary to carry out the purposes described herein, contingent upon funding being budgeted for such purposes in the Fiscal Year 2022 budget.

Sponsors: Landsman

Attachments: [Transmittal 202101549](#)
[Ordinance 202101549](#)

7. [202101523](#) **REPORT**, dated 5/5/2021, submitted by Paula Boggs Muething, City Manager, regarding MARIJUANA-ONLY WARNINGS/CITATIONS/ARRESTS MONTHLY REPORT, MARCH 2021.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Report](#)

ADJOURNMENT

October 14, 2020

To: Mayor and Members of City Council

202001680

From: Paula Boggs Muething, Interim City Manager

Subject: **Jurisdiction Agreements**

Reference Document #202000793

On June 24, 2020, Vice Mayor Smitherman referred the following item for report:

MOTION, submitted by Vice Mayor Smitherman, WE MOVE that the City Administration provide a report on all jurisdiction agreements between the City of Cincinnati and law enforcement agencies in the Greater Cincinnati Region. The report should include surrounding police forces, nearby universities, Sheriff departments and the Ohio State Highway Patrol.

Attached to this report is the Mutual Aid Agreement (MOU) for Law Enforcement between the City of Cincinnati/ Cincinnati Police Department and the following police agencies/townships/parks/colleges:

Hamilton County/ Hamilton County Sheriff's Office	City of Reading
Village of Addyston	City of Sharonville
Village of Amberley Village	Village of St. Bernard
City of Blue Ash	City of Springdale
City of Cheviot	Village of Terrace Park
Village of Cleves	Village of Woodlawn
City of Deer Park	City of Wyoming
Village of Elmwood Place	North Bend PD
Village of Evendale	Anderson Township
Village of Fairfax	Colerain Township
City of Forest Park	Columbia Township
Village of Glendale	Crosby Township
Village of Golf Manor	Delhi Township
Village of Greenhills	Green Township
City of Harrison	Harrison Township
City of the Village of Indian Hill	Miami Township
Village of Lockland	Springfield Township
City of Loveland	Sycamore Township
City of Madeira	Symmes Township
Village of Mariemont	Whitewater Township
City of Milford	Great Parks of Hamilton County
City of Montgomery	Cincinnati State Technical and Community College
City of Mt. Healthy	Mt. St. Joseph University
Village of Newtown	University of Cincinnati
City of North College Hill	Xavier University
City of Norwood	Summit Behavioral Police

cc: Eliot K. Isaac, Police Chief

HAMILTON COUNTY, OHIO
AMENDED AND RESTATED MUTUAL AID AGREEMENT FOR LAW
ENFORCEMENT

This agreement ("Agreement") is made and entered into by the undersigned parties as follows:

WHEREAS, Revised Code Section 737.04 allows the legislative authority of any municipal corporation to enter into contracts with one or more municipal corporations, townships, township police districts, joint police districts, county sheriffs, park districts, port authorities, or contiguous municipal corporations in an adjoining state, for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the political subdivisions; and

WHEREAS, further authority for the participation of townships is set forth in Revised Code Sections 505.43 and 505.431, further authority for the participation of park districts is set forth in Revised Code Sections 511.235 and 1545.131, and further authority for the participation of universities is set forth in Revised Code Section 3345.041 and 1713.50; and

WHEREAS, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout Hamilton County; and

WHEREAS, the undersigned parties intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accord with the following guidelines; and

WHEREAS, the undersigned parties (individually, "Agency" and collectively, "Agencies") include the following participating jurisdictions: Hamilton County, Ohio; the City of Cincinnati; the Village of Addyston; the Village of Amberley Village; the City of Blue Ash; the City of Cheviot; the Village of Cleves; the City of Deer Park; the Village of Elmwood Place; the Village of Evendale; the Village of Fairfax; the City of Forest Park; the Village of Glendale; the Village of Golf Manor; the Village of Greenhills; the City of Harrison; the City of the Village of Indian Hill; the Village of Lockland; the City of Loveland; the City of Madeira; the Village of Mariemont; the City of Milford; the City of Montgomery; the City of Mt. Healthy; the Village of Newtown; the City of North College Hill; the City of Norwood; the City of Reading; the City of Sharonville; the Village of St. Bernard; the City of Springdale; the Village of Terrace Park; the Village of Woodlawn; the City of Wyoming; Anderson Township; Colerain Township; Columbia Township; Crosby Township; Delhi Township; Green Township; Harrison Township; Miami Township; Springfield Township; Sycamore Township; Symmes Township; Whitewater Township; Great Parks of Hamilton County; Cincinnati State Technical and Community College; Mt. St. Joseph University; the University of Cincinnati; Xavier University; and Summit Behavioral Police.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. COOPERATIVE LAW ENFORCEMENT WITHOUT REQUEST

The Agencies recognize that criminal activities routinely occur across jurisdictional lines, and that cooperation between Agencies can increase the effectiveness of law enforcement

throughout Hamilton County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

1. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested persons, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger the officer or others or threaten the preservation of evidence.

2. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a "serious traffic offense" has occurred within the jurisdiction of another cooperating Agency, the law enforcement officer may stop, arrest or cite the suspected violator according to law. Under this Agreement, a "serious traffic offense" is one that jeopardizes public safety and/or constitutes a misdemeanor of the fourth degree or a higher offense. The traffic violator shall be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer shall provide any further assistance to the extent necessary for subsequent court proceedings.

B. Investigations Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the

investigation shall be reported to the appropriate cooperating Agency as soon as practicable. Subsequent arrests, search warrant service or similar police actions shall be coordinated between affected Agencies.

C. Independent Police Action

The police department of any cooperating Agency may provide temporary police service to any cooperating Agency without request.

II. COOPERATIVE LAW ENFORCEMENT UPON REQUEST

The Agencies recognize that special public safety incidents occasionally require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity, and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of such criminal activity, the Agency may request police services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Person

Whenever one Agency conducts a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction, and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to the fugitive, the Agency may request police services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, operating a vehicle while impaired (“OVI”) or other serious traffic offense is reported to the jurisdiction in which the accident occurred, and the Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violator, the Agency may request assistance from any other Agency. The cooperative effort may include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violator.

2. Hazardous Traffic Conditions Assistance

- a. Whenever automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and there is substantial or other serious risk of a traffic accident unless control is re-established, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.
- b. Whenever an incident occurs on or near a roadway creating substantial or other serious risk of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

D. General Police Service

- 1. Any incident may form the basis for the request of police services from one or more cooperating Agencies when police assistance is reasonably necessary to protect the safety of persons and/or property.
- 2. Police services, including but not limited to routine patrol services, may be requested and supplied by cooperating Agencies for limited-time special events or for extended time periods based on need. Such services may

include the facilitation of personnel by their employing Agency for the provision of police protection to a requesting Agency for voluntary, special event details performed while such personnel are not on duty for the employing Agency ("Off-Duty Details"). No Agency is required to facilitate or otherwise provide volunteer personnel for Off-Duty Details. Moreover, any Agency may prohibit its personnel from engaging in such Off-Duty Details to the extent allowed by law.

III. GENERAL TERMS AND PROCEDURES

A. A request for police services may be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency will respond to the extent the requested personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority, or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Section 737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Sections

505.431 and 737.04, or as otherwise provided by law. Revised Code Chapter 2743 shall apply as provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance, provided, however, that Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services may be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services may also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI, a serious traffic violator or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must, as soon as practicable, contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.

F. An on-duty officer initiating police services shall notify a law enforcement officer from the affected cooperating Agency as soon as possible. As appropriate, the assisted cooperating Agency shall relieve the officer as soon as possible.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency. Additionally, unless otherwise provided in this Agreement, each Agency shall be responsible for the negligence or wrongdoing of its employees to the extent provided by law. Unless otherwise specifically provided herein, nothing in this Agreement shall

impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

H. Each cooperating Agency shall be responsible for any of its own costs arising from or out of its response to a call for assistance, unless the requesting Agency is reimbursed for such costs by a third-party source. Further, in the event of loss of or damage to the Agency's equipment or property while providing police assistance services within the jurisdiction of any other cooperating Agency, the assisting Agency shall not seek to hold the requesting Agency accountable for such loss or damage solely on the basis of the request for services having been made, but may do so if any other actions of the requesting Agency or its employees caused the loss or damage.

IV. SPECIALIZED LAW ENFORCEMENT OPERATIONS

A. In addition to the law enforcement services described above, parties to this Agreement may request Specialized Law Enforcement Operations, defined as a Special Weapons and Tactics Team ("SWAT"), Underwater Search and Recovery operations, Mobile Field Force Team, or any other operation involving a task force, multi-jurisdictional team, or substantially similar operation of a specialized or unique nature.

B. As used in this Section IV, "Initiating Agency" means the political subdivision requesting Specialized Law Enforcement Operations, and "Assisting Agency" means any political subdivision furnishing Specialized Law Enforcement Operations (including participating personnel) at the request of an Initiating Agency.

C. An Assisting Agency will respond to the extent the requested Specialized Law Enforcement Operations as appropriate under the circumstances, and to the extent the requested Specialized Law Enforcement Operations are available and not required for other use.

D. The Initiating Agency shall be in control of the scene, but, as to tactical or operational execution, all Specialized Law Enforcement Operations personnel shall be directed by their operational commander according to the procedures set forth by the responding Specialized Law Enforcement Operation.

E. Notwithstanding any other provision of this Agreement, and only as to Specialized Law Enforcement Operations, to the extent that any third party asserts a claim of any kind against any Assisting Agency or its participating personnel, whether under Ohio Revised Code Chapter 2744, common law, or any other state or federal statute, the following shall apply:

1. The Initiating Agency shall, to the extent of its liability insurance (including but not limited to any self-insurance or risk pool participation), defend and indemnify any Assisting Agency and its personnel against any claim, loss, damage, expense, cost, attorney fees, or other liability asserted by any third party arising out of the conduct, acts or omissions of personnel engaged in Specialized Law Enforcement Operations. The minimum amount of indemnification provided pursuant to this Paragraph shall be three million dollars (\$3,000,000), regardless of the actual liability insurance limits of the Initiating Agency. The Initiating Agency, however, shall not have any obligation to defend or indemnify the Assisting Agency or its personnel to the extent they act outside the scope of lawful orders issued by the Initiating Agency or its designee, or to the extent that the Assisting Agency or its personnel willfully and maliciously cause injury or damage to person or property.

2. For purposes of Paragraph IV.E.1, the conduct, acts, or omissions for which the Initiating Agency assumes the obligation to defend and indemnify the Assisting Agency or its personnel are the conduct, acts, or omissions that occur from the time the applicable Specialized Law Enforcement Operations personnel arrive at the requested location and report to the Initiating Agency's Chief of Police or other Officer-in-Charge (collectively, "OIC"), until the time the personnel are dismissed by the Initiating Agency's OIC.
3. Before requesting Specialized Law Enforcement Operations, an Initiating Agency must have in full force and effect liability insurance sufficient to defend and indemnify any Assisting Agency and its personnel under this Agreement in an amount no less than three million dollars (\$3,000,000) per occurrence, regardless of any aggregate limit, or self-insurance.
4. As a condition of the obligations set forth in Paragraph IV.B.1 above, the Assisting Agency must provide prompt written notice to the Initiating Agency of any threatened or asserted third-party claim, including any lawsuit served, so that a timely answer may be filed.
5. In the event of any third-party claim against an Assisting Agency or its personnel, the Assisting Agency and its personnel shall, as a condition of receiving defense and indemnification provide their full cooperation to any Initiating Agency or its insurer assuming the defense of such claim or action.

V. ADDITIONAL PROVISIONS

A. This Agreement shall be in continuous effect for each participating Agency from the date of that Agency's execution of the Agreement. Any Agency may terminate its participation in this Agreement upon sixty (60) days written notice sent care of the Reading Police Department. Upon receipt of such notice, the Reading Police Department will notify the remaining participants, or cause them to be notified, of such termination.

B. This Agreement is solely intended to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

C. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

D. This Agreement contains 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.

E. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

F. The Reading Police Department shall serve as the depository for this Agreement unless otherwise agreed by the parties in writing or by custom and practice.

G. Parties may be added or deleted from this Agreement, and other terms may be modified, by written addendum without restating the entire Agreement.

H. This Agreement may be executed in counterparts.

I. This Agreement supersedes and replaces all prior versions of the Hamilton County, Ohio Mutual Aid Agreement for Law Enforcement (including as amended and restated), which are hereby terminated; provided, however that as to any incident that occurred during the term of the March 1, 2014 agreement, and that arose out of Specialized Law Enforcement Operations, the provisions of the former Section IV.E.1 through 5 shall apply to that incident only.

Only signatures to follow.

Executing Agency: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

CERTIFICATE OF MAINTENANCE OF INSURANCE IN AMOUNTS SUFFICIENT TO FUND INDEMNIFICATION REQUIRED BY THIS AGREEMENT

I certify that _____, currently holds in full force and effect and will maintain general liability insurance in amounts equal to or exceeding Three Million Dollars (\$3,000,000.00) per occurrence, regardless of any aggregate limit or self-insurance, which amount will fund the indemnification requirements of this Agreement.

Fiscal Officer

Executing Agency: City of Cincinnati

By: 

Printed Name: Patrick Duhaney

Its: City Manager

Date: 2/13/19

CERTIFICATE OF MAINTENANCE OF INSURANCE IN AMOUNTS SUFFICIENT TO FUND INDEMNIFICATION REQUIRED BY THIS AGREEMENT

I certify that N/A, currently holds in full force and effect and will maintain general liability insurance in amounts equal to or exceeding Three Million Dollars (\$3,000,000.00) per occurrence, regardless of any aggregate limit or self-insurance, which amount will fund the indemnification requirements of this Agreement.

N/A
Fiscal Officer

RECOMMENDED BY:


Eliot Isaac, Chief of Police

APPROVED AS TO FORM:


Assistant City Solicitor

Re: City of Cincinnati Self Insurance Program - 2019

To Whom It May Concern:

The City of Cincinnati does not currently purchase commercial liability insurance. As such the City does not issue certificates of insurance as evidence of coverage. This is not expected to change for calendar year 2019. The City's Law Department processes all claims and lawsuits filed against the City and maintains sole authority for the settlement of claims and lawsuits. Each year money is set aside in the Law Department budget for the express purpose of paying claims incurred by the City. If there is a shortfall in the loss fund, additional money can be appropriated from the City's operating budget. In addition, the City has the ability to sell judgment bonds, without taxpayer approval, in order to raise any required funds if a large loss or losses occur. The City has always been able to meet its financial obligations from the operating budget.

If there is a need for additional information please feel free to call me at (513) 352-3337.

Sincerely,

Deborah Allison

Deborah Allison
Risk Manager

Date: April 7, 2021

To: Councilmember Steven Goodin
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Resolution – Eviction Moratorium**

Transmitted herewith is a resolution captioned as follows:

URGING Hamilton County Municipal Court to reconsider its interpretation of the Sixth Circuit Court of Appeals and extend the eviction moratorium.

AWG/CMZ/(lnk)
Attachment
335870

CMZ
AWB

RESOLUTION NO. _____ - 2021

URGING Hamilton County Municipal Court to reconsider its interpretation of the Sixth Circuit Court of Appeals and extend the eviction moratorium.

WHEREAS, more than 60% of the city's residents are renters; and

WHEREAS, evictions for nonpayment of rent were suspended in March 2020 but were resumed on April 1, 2021; and

WHEREAS, residents of Hamilton County are still feeling the effects of the global COVID-19 pandemic, which caused thousands of people in the United States to lose their jobs; and

WHEREAS, \$60 million is available locally to assist those who need help paying their rent and an additional \$35 million is also being made available; and

WHEREAS, these funds will ensure tenants can stay in their homes and landlords will be compensated; now, therefore,

BE IT RESOLVED by the City of Cincinnati, State of Ohio:

Section 1. That the Mayor and this Council hereby call upon Hamilton County Municipal Court to immediately reconsider the Sixth Circuit Court's ruling and continue the eviction moratorium.

Section 2. That this resolution be spread upon the minutes of Council.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Submitted by Councilmember Goodin

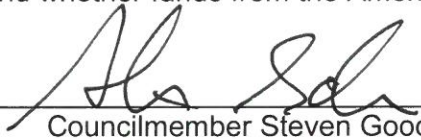


Steven P. Goodin
Councilmember

April 13, 2021

MOTION

As we work to restore trust in our government institutions, transparency has never been more important. The inability to provide timely access to police body camera footage has undermined police-community relations in many large American cities. The Citizens Complaint Authority (CCA) complains of delays in obtaining redacted footage for its investigations. The Fraternal Order of Police Lodge No. 69 has, likewise, expressed concern about the resulting delays in CCA's investigations and their effect on officer morale. Various media outlets have also routinely complained about access to public documents. Information requests by private citizens are often the subject of litigation. The City Solicitor's office has acknowledged it needs additional staff to process these requests in a timely manner. Accordingly, **WE MOVE** that the Administration prepare a report on the steps necessary to establish a new DEPARTMENT OF PUBLIC INFORMATION AND TRANSPARENCY which would, *inter alia*, coordinate with the various City departments, including the Solicitor's office, in order to respond to public records' requests and redact body camera and dash camera footage in accordance with the requirements set forth by Ohio law and the Cincinnati Municipal Code. **WE FURTHER MOVE** the Administration advise regarding the potential cost of standing up such a new Department, and whether funds from the American Rescue Plan could be utilized for this purpose.



Councilmember Steven Goodin

April 28, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202101490

Subject: Livingston Task Force Update

REFERENCE DOCUMENT #202001432

On August 24, 2020, the Law and Public Safety Committee referred the following for a report:

MOTION, submitted by Councilmember Mann and Councilmember Sundermann, WE MOVE that the City administration establish a task force aimed at solving the safety issues around Livingston Avenue. A multi-agency task force should be established, including Police, Building Inspection, Public Services, and Engineering, and outside agencies like the Port Authority for a comprehensive and sustainable approach.

Since October 12, 2020, the City Manager's Office has met monthly with Livingston area residents and community stakeholders including the West End Community Council, Seven Hills Neighborhood House, and Keep Cincinnati Beautiful. Those meetings also attended by representatives from Police, Fire, Health, Public Services, Transportation and Engineering, Buildings and Inspections, and Law. On October 23, 2020, the Administration submitted a report to Council announcing the launch of the Livingston Task Force, Item No. 202002064.

This report serves as an update from the Administration regarding the Task Force's progress, next steps, and provides Council with estimated costs for any outstanding requests made by residents.

RESIDENT REQUESTS

The Livingston Task Force meets monthly, and City staff continue to work with residents on establishing a collaborative and productive dialogue on how to best improve the quality of life on Livingston Avenue. The following updates are in response to resident requests which have been collected over the course of Task Force meetings and supplemental surveys.

1. Improve Street Lighting

New LED streetlights were installed in December of 2020.

2. Increase targeted patrols by Cincinnati Police Department (CPD) of Livingston and Baymiller Streets

CPD District One had 400 dedicated patrols in 2020 and to date 97 dedicated patrols in 2021. This has been a significant commitment of police resources, at levels rarely matched. While targeted patrols can be an important component of public safety response, it is a short-term solution that often does not address underlying problems.

CPD is committed to working with the West End community on improving public safety and the quality of life for the residents of Livingston Street and the surrounding area. However, the concentrated patrolling in this area risks depleting service to other communities - with significant gunshot victimization probability - and from receiving an appropriate proactive response. It also risks misrepresenting to our communities that a high-profile police presence is the solution, although often it is not. CPD recommends continuing a commitment to focused patrols on Livingston, but not at the extraordinary levels of 2020.

3. Increase/improve surveillance in the area (add a camera at Warner/Livingston Streets)

CPD reported visibility issues with a camera at Livingston and Linn due to a tree on Cincinnati Recreation Commission (CRC) property. CRC was requested to have the tree trimmed and upon assessment, found disease. Subsequently, the tree was removed on March 18, 2021, resulting in improved visibility in the area. CPD has not indicated a need for additional cameras; however, the surveillance camera program is managed by CPD. District One, if needed, can process a request, at approximately \$6K per camera.

4. Routinely clean the street and surrounding alley ways

Since the launch of the Livingston Task Force, the Department of Public Services (DPS) has conducted two neighborhood cleanups of Livingston and area alleyways. Attached are images from the December and March cleanings. These targeted clean-ups were conducted by DPS' Neighborhood Litter Program (NLP). The program is operated in the Neighborhood Operations Division and is responsible for addressing litter and debris in the public right-of-way throughout all of our 52 neighborhoods. Service requests come from a variety of avenues including citizen calls to 591-6000 and the City's Fix-It-Cincy app, the Stormwater Management Utility "hotspot" list, and from various City departments including Buildings and Inspections and Cincinnati Police.

Cleaning this area (Livingston, Poplar, Findlay, Oliver, and Charlotte Streets) requires 10-20 personnel from various DPS programs and multiple days. "Routine" maintenance of Livingston Street would mean a deferred or delayed response to addressing litter and cleaning issues of other service request throughout the City. There are no additional costs, but limitations exist in the considerable demand for such services throughout the entire City.

Currently, City Gospel Mission hosts a volunteer clean-up around their men's shelter at 1805 Dalton on the weekends. Since DPS cannot dedicate a crew to this area each week or month, it is advised that the West End Community Council or Development Corporation partner with residents and a local agency to adopt block and perform regularly scheduled neighborhood clean-ups or beautification projects.

5. Ask city to remove all trash and non-city trash cans and replace w city cans.

In early March of 2021, DPS removed an excess of cans along Livingston. Residents have been asked to monitor and contact DPS as needed for additional removals. During Task Force meetings both Keep Cincinnati Beautiful and DPS discussed how targeted placement of corner cans is preferential to additional cans, as additional cans tend to attract improper use of household or commercial debris. In response, residents are mapping recommended locations and DPS will work with a community point person to relocate current inventories once the map is completed.

6. **Divert Livingston Street traffic from Linn St. to Baymiller (Options: 1. Block off Livingston at Warner; 2. Consider Resident only parking; 3. Consider making Livingston St. one way; 4. Put up No Parking signs, intermittently)**

CPD and the Department of Transportation and Engineering (DOT) are working on a temporary closure of Livingston for the summer. The exact location of barriers will be determined at the April 2021 Livingston Task Force meeting, and the barriers should be in place by May 1. However, per Council Motion, Item No. 202100950, residents have expressed an interest in a Residential Parking Permit program. If a RPP is adopted, the temporary barriers will be removed.

7. **Investigate citations for vacant building owners that are in disrepair.**

Buildings and Inspections (B&I) and Law have been very active within the Task Force. B&I continues to inspect, cite, and work with Livingston residents regarding blighted properties in the area. B&I provides an update at each meeting on code enforcement and responds accordingly to community complaints. These inspections continue to occur during normal business hours, therefore there are no additional costs.

8. **Consider fencing off all building stoops.**

In order to accomplish this, each property must be individually investigated and inspected to determine the appropriate abatement efforts that will best target the underlying violations and abate any nuisance conditions. For those properties with deteriorated stoops or that create havens for nuisance or criminal activity, B&I can install temporary barricades to protect passersby from hazardous conditions and properties from trespassers.

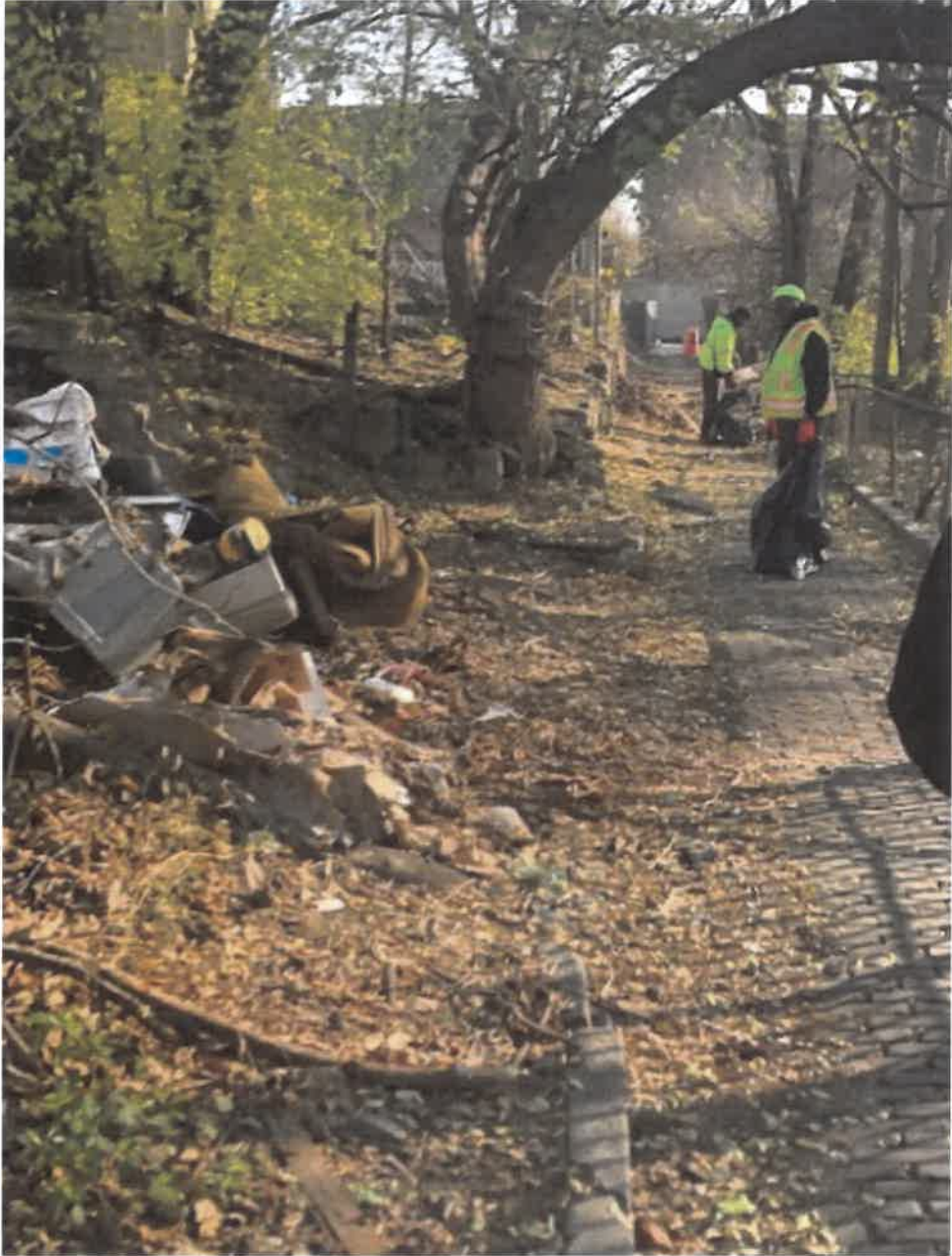
At present, B&I has barricaded 810 Livingston after an inspection to determine level of hazard at the building. B&I does not have record of any other owner barricade stoops currently. After a cases-by-case property assessment from Law relating to nuisance conditions that would allow for barricading, the city would provide notice to the owners of record. If they fail to complete the barricading, notice to barricade would be sent to the City Contractor. The city contract is \$7.75/sf if contractor installs a barricade. If barricading is completed by the owner after the Contractor was provided a Notice to Proceed, there may be \$50 service charge. Invoices are sent to owners for payment.

SUMMARY

City staff continue to meet monthly with the residents of Livingston and deploy City services in response to the problems in the area. This summer CPD will continue dedicating targeted patrols, DOT will install a temporary closure of Livingston between Baymiller and Werner, B&I and Law will continue enforcement of blighted properties, and DPS will continue to respond to customer services requests as received. With agencies such as Keep Cincinnati Beautiful, Seven Hills Neighborhood House, and the Community Partnership Center joining the taskforce, the Administration believes that these City services will complement the necessary neighborhood activation and beautification efforts we hope to see forged in the months ahead.



















April 28, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

202101531

SUBJECT: Report - Cost and Timeline of the Audit of Council Activities

REFERENCE DOCUMENT #202100210

City Council adopted at its session on February 3, 2021 the following Motion:

WE MOVE that the city administration solicit a quote for the total cost of a forensic audit on all development deals that have come before Cincinnati City Council over the past three years.

The Administration published a Request for Proposal on February 4, 2021 that requests the successful bidder to perform an audit of approximately two hundred (200) ordinances that the City of Cincinnati City Council approved between January 1, 2018 and December 31, 2020 that (1) granted a tax exemption to support a specific development project, (2) appropriated funds for a grant or loan to support a specific development project, (3) appropriated funds for a grant or loan to or for services from a specific organization, or (4) authorized the sale of City-owned real estate to support a specific development project.

Bids were due on March 4, 2021 and resulted in three bids. The Administration reviewed bids and the cost for the audit is \$150,000 and the timeline proposed is a four-month completion date from the execution date of the contract.

Once Council identifies and appropriates funds for this use, the Administration will contract with the successful bidder.

cc: Christopher A. Bigham, Assistant City Manager

Date: April 23, 2021

To: Councilmember Greg Landsman
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Ordinance – Amending Campaign Finance Disclosures**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING Chapter 117, “Campaign Finance – Disclosure,” of the Cincinnati Municipal Code by **AMENDING** Section 117-3, “Reporting Requirements when Campaign has no Activity; Publication of Campaign Reports,” to require timely reporting by elected officials and their associated campaign committees or political action committees of certain campaign contributions; **AUTHORIZING** the City Manager to take all actions necessary to design and implement a public-facing website through which such reports will be available; and **AUTHORIZING** the City Manager to develop such requirements, rules, and guidance, in consultation with the Cincinnati Elections Commission, as are necessary to carry out the purposes described herein, contingent upon funding being budgeted for such purposes in the Fiscal Year 2022 budget.

AWG/MSS/(Ink)
Attachment
332972

City of Cincinnati

MSS

AWB

An Ordinance No. _____

-2021

MODIFYING Chapter 117, “Campaign Finance – Disclosure,” of the Cincinnati Municipal Code by **AMENDING** Section 117-3, “Reporting Requirements when Campaign has no Activity; Publication of Campaign Reports,” to require timely reporting by elected officials and their associated campaign committees or political action committees of certain campaign contributions; **AUTHORIZING** the City Manager to take all actions necessary to design and implement a public-facing website through which such reports will be available; and **AUTHORIZING** the City Manager to develop such requirements, rules, and guidance, in consultation with the Cincinnati Elections Commission, as are necessary to carry out the purposes described herein, contingent upon funding being budgeted for such purposes in the Fiscal Year 2022 budget.

WHEREAS, an increased public demand for timely disclosure of campaign contributions has emerged in the wake of the decision of the United States Supreme Court in *Citizens United v. FEC*; and

WHEREAS, transparency in political fundraising is desirable for the promotion of good government; and

WHEREAS, there is a need for greater transparency and timely disclosure in political fundraising by the elected officials of the City to aid in restoring public trust in the elected officials of the City; and

WHEREAS, the Mayor and Council wish to utilize advances in technology to make campaign contribution information available to the public in a timely, transparent, and useful format; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Section 117-3, “Reporting Requirements when Campaign has no Activity; Publication of Campaign Reports,” of Chapter 117, “Campaign Finance – Disclosure,” of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 117-3. – Campaign Contribution Reporting, Disclosure, and Publication Reporting Requirements when Campaign has no Activity; Publication of Campaign Reports.

(a) Definitions.

(1) “Campaign” means the mayor or each member of council, as well as any political action committee or campaign committee associated with the mayor or each member of council.

- (b) The city manager shall establish a public-facing website through which the reports required by this section promptly shall be made available to the public. The reports required by this section shall be submitted electronically through the website the city manager establishes. The city manager shall establish requirements for the format of electronic reports required by this section in consultation with the Cincinnati Elections Commission, so that the resulting information will be electronically searchable and downloadable by members of the public through the website. The city manager, in consultation with the Cincinnati Elections Commission, may promulgate rules and guidance regarding compliance with this section. All such requirements, rules, and guidance shall be made available through the website.
- (c) Each campaign shall report the following:
- (1) Each instance when any single contributor makes a contribution of \$200 or more.
 - (2) Each instance when any single contributor makes any contribution that results in that contributor's cumulatively having contributed \$200 or more during the mayor's or member of council's current term in office. Each campaign will report thereafter each additional contribution made by such contributor, without regard to the amount of each additional contribution.
- (d) The reports required by this section shall be submitted through the website by the second business day following a campaign's receipt of a contribution, excluding the calendar day on which the contribution is received. For purposes of this section, a campaign is deemed in receipt of a contribution on the first calendar day that it gains exclusive possession of such contribution, including but not limited to the day on which a check is delivered to the campaign, the day a check is received in the mail by a campaign, or the day an online contribution is made available to the campaign to spend.
- (e) The reports required by this section are in addition to any campaign contribution reporting or disclosure requirements contained in federal, state, or municipal law.
- (f) If a campaign committee otherwise required to file any statement under the provisions of Article XIII of the charter has no contributions that it has received and no expenditures that it has made since the last date reflected in the last previously filed statement, if any, no statement shall be required; however, the campaign committee shall file a statement to that effect with the Cincinnati Elections Commission.

(g) The Cincinnati Elections Commission shall make available online to the public through the internet, the contribution and expenditure information in all statements, all addenda, amendments, or other corrections made to statements required by Article XIII, Section 2(a) of the charter to be filed with the Cincinnati Elections Commission. The Commission may remove the information from the internet after a reasonable period of time.

Section 2. That existing Section 117-3, "Reporting Requirements when Campaign has no Activity; Publication of Campaign Reports," of the Cincinnati Municipal Code is hereby repealed.

Section 3. That the City Manager is hereby authorized to take all action necessary to design and implement a public-facing website through which such reports will be submitted and made available to the public, and to develop such requirements, rules, and guidance in consultation with the Cincinnati Elections Commission as are necessary to carry out the purposes described herein, contingent upon funding being dedicated for such purposes in the Fiscal Year 2022 budget.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law, provided, however, that the reporting requirements established herein shall not become binding upon the Mayor and Members of Council, or associated campaign committees or political action committees, until the City Manager confirms to the Mayor and Members of Council that the website has been established, which confirmation shall be made no later than January 1, 2022 or six months after appropriation of required funding, whichever is later.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

May 5, 2021

To: Mayor and Members of City Council

202101523

From: Paula Boggs Muething, City Manager

Subject: Marijuana-Only Warnings/Citations/Arrests Monthly Report, March 2021

REFERENCE DOCUMENT #201901197

On August 7, 2019 the following item was referred for a report:

MOTION, submitted Vice Mayor Smitherman and Councilmembers Landsman and Sittenfeld and Pastor WE MOVE that the administration provide a monthly report to the Law and Public Safety Committee on the number of marijuana-only warnings/citations/arrests the Cincinnati Police Department has made by age, race, and neighborhood under City and state law. The report should include only warnings/citations/arrests for individuals with 100 grams or less of marijuana. The date to begin tracking the Marijuana violations is July 12, 2019 when the new marijuana city ordinance became law. (Statement Attached) (BALANCE OF MOTION ON FILE IN CLERK'S OFFICE)

Response

Attached is a report which breaks down the number of 910-23 warning violations issued by Cincinnati Police Officers during the month of March 2021. A total of 175 warnings were issued within the five districts and Central Business Section respectively. The race and age range of those receiving warnings is also broken down.

Attachment- 910-23 Monthly Warnings

CC: Colonel Eliot K. Isaac, Police Chief

March 2021, CMC 910-23; Marijuana Ordinance Violations

	<u>AGE BREAKDOWN</u>					<u>RACE BREAKDOWN</u>			
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>		<u>B</u>	<u>W</u>	<u>O</u>	
<u>District</u>	<u>18-25</u>	<u>26-35</u>	<u>36-45</u>	<u>46+</u>	<u>Totals per District:</u>	<u>Black</u>	<u>White</u>	<u>Other</u>	<u>Totals by Race:</u>
CBS	0	2	2	0	4	4	0	0	4
Dst. 1	13	14	7	1	35	35	0	0	35
Dst. 2	0	0	1	0	1	1	0	0	1
Dst. 3	14	19	5	6	44	42	2	0	44
Dst. 4	19	31	9	3	62	60	1	1	62
Dst. 5	12	14	1	2	29	29	0	0	29
All	58	80	25	12	175	171	3	0	