Cincinnati Board of Park Commissioners

Board Meeting Agenda
November 20   9:00 AM
950 Eden Park Drive Cincinnati, OH 45202

ORDER OF BUSINESS

I. Call to Order

A. Public Comments

II. Administrative Actions

A. Action Item: Approval of October 16, 2025, Meeting Minutes

III. Information / Updates / Action Items

A. Action Item: Otto Armleder Lease Renewal — Jason Barron, Director

B. Action Item: Nature Education Fee Increases — Andrew Bernier, Manager of Ed.

C. Planning & Design Update — Jason Barron, Director
   1. Action Item: Sinton Biochar Contract Update
   2. Action Item: Sherman Recreation Area

D. Monthly Finance / IT Division Highlights — Herta Fairbanks, CFO

E. HR Update — Derrick Gentry, HR Manager

F. Foundation Grant Application / Acceptance — Jason Barron, Director
   1. Action Item: Let's Grow Local

IV. Director's Comments

V. Open Commissioner Discussion & Comments

VI. Executive Session*

VII. Next Regular Meeting Date: Thursday, December 18, 2025, at 9:00 AM

VIII. Adjournment

* *To consider the appointment, employment, or compensation of a public employee or official.l*

Date: November 20, 2025

To: Board of Park Commissioners

From: Jason Barron, Director

Subject: Action Item Agenda

This memo provides a summary of action items for the November 2025 Board of Park Commissioners Meeting.

Action Items

- **Approval of the October 16, 2025, Meeting Minutes**

- **Otto Armleder Lease and Operating Agreement**
  Staff respectfully requests the Board approve the execution of a Lease and Operating Agreement to extend the current agreement with Great Parks of Hamilton County for an additional 5-year term.

- **Explore Nature! Education Proposed Fee Adjustments**
  Staff respectfully requests the Board approve the proposed Nature Education fee adjustments as outlined.

- **Sinton Biochar Contract Update**
  Staff recommends approval of an additional $21,009, to complete the design of the construction drawings to include the proper installation and alignment of all biochar production components.

- **Sherman Recreation Area**
  Staff recommends approval of the change to the property.

- **Foundation Grant Acceptance: 2025 Let's Grow Local**
  Staff respectfully requests the Board approve the application and acceptance of grant funds made to the Cincinnati Parks Foundation in an amount up to $2,500.

950 Eden Park Drive
Cincinnati, Ohio 45202
Phone (513) 352-4080
Fax (513) 352-4096
www.cincinnatiparks.com

BOARD OF PARK COMMISSIONERS
October 16, 2025

CALL TO ORDER

A meeting of the Cincinnati Board of Park Commissioners was held on this day at 950 Eden Park Drive. Commissioners present: President Molly North, Vice President Kick Lee, Commissioner Phyllis McCallum, and Commissioner John Neyer. Commissioner Susan Castellini was not present. President North called the meeting to order at 9:06am.

Acknowledgement of Public Comments

President North acknowledged public comments received via email, primarily about the Burnet Woods dog park.

ADMINISTRATIVE ACTIONS

Approval of the September 26 Meeting Minutes

Commissioner McCallum motioned to approve the September 26, 2025, meeting minutes. Commissioner Neyer seconded. The motion passed by a unanimous voice vote.

INFORMATION / UPDATES

Grant Program Update

Parks Grant Writer, Kara Schirmer, gave an overview of her role and work to develop Parks' grant program. Staff provided an overview of secured grants being managed, grants applied for, grants awarded and grants not awarded.

ACTION ITEMS

Foundation Grants Acceptance: Glenway and Owl's Nest

Parks Director, Jason Barron, presented two grant opportunities from the Parks Foundation, one in the amount of $290,000 for playground and project construction at Glenway Park, and one in the amount of $2,000,000 to support technical drawings and construction costs for Owl's Nest Park. Staff requested the Board approve the application for and acceptance of these grant funds in an amount up to $2,290,000. Vice President Lee motioned to approve the application for and acceptance of the grants. Commissioner Neyer seconded. The motion passed by a unanimous voice vote.

Parks Foundation Q3 In-Kind Donations

Director Barron shared a list of in-kind donations received from the Parks Foundation in Q3 2025. Staff requested the Board approve the acceptance of these contributions in the total amount of $48,502.99. Commissioner Neyer motioned to accept the contributions. Commissioner McCallum seconded. The motion passed by a unanimous voice vote.

Sawyer Point Landscape Architect Selection

Director Barron briefly explained the selection process to secure a landscape architect for the Sawyer Point playground and overall site redevelopment project. Staff requested the Board approve the award of landscape architect work at Sawyer Point to MKSK in the amount of $105,000, with an additional $10,000 to be held in reserve for contingency. Commissioner Neyer motioned to award the work to MKSK. Vice President Lee seconded. The motion passed by a unanimous voice vote.

INFORMATION / UPDATES

Planning & Design Update
Director Barron provided updates on the Burnet Woods dog park, the Smale Lot 23 project, the Mt. Airy bike skills course and scheduled ribbon-cutting, the Ault Park playground, Everybody's Treehouse, Parks' Sinton campus and Biochar facility, the Sawyer Point Playground and site repairs, and work to continue and refine the hydrological study at California Woods.

Proposed Education Fee Increases
Manager of Education, Andrew Bernier, gave an in-depth presentation on Parks' Nature Education program including associated pricing, attendance by neighborhood, scholarship availability, and retention. Staff shared a proposed plan to raise fees for Parks' nature education programs, as they are currently well below fees for regional peer programs. The Commissioners and Staff discussed ideas to serve more residents and improve access to Parks education programs, as well as the potential for increased education staff.

Finance / IT Update
Division Manager of Finance and IT, Herta Fairbanks, shared a summary of recent work to review Parks' current financial structure and to identify areas that can be improved, streamlined, and clarified to allow for better tracking and reporting of Parks' financial activities. Staff developed a phased approach to improve organization of the financial structure, with Phase 1 to be implemented in FY26.

Commissioner Neyer excused himself from the meeting due to a time conflict at 10:41am.

HR Update
Director Barron gave an overview of full-time staffing, vacancies, recent appointments and promotions, and noted that the Fall All Staff Celebration would take place on October 23.

DIRECTOR'S COMMENTS
Director Barron presented the following updates:

- The Krohn holiday show, Festival of Ferns, will run November 1 – January 4
- New wayfinding signs were installed in the Riverfront parks, in collaboration with America's River Roots, Kolar Design, and the Parks Foundation
- Parks once again participated in the City Manager's Inflatable Olympics, and received an award for Best Team Spirit
- Events throughout Parks including several Halloween celebrations
- The grand opening of the Mt. Airy Bike Skills Course is scheduled for October 29
- Parks Fall All Staff celebration is scheduled for October 23 at Maple Ridge Lodge

ADJOURNMENT
President North adjourned the meeting at 10:48am.

The next regular meeting date is Thursday, November 20, at 9:00am.

ATTEST:

PRESIDENT ____________________ DIRECTOR ______________________

CINCINNATI PARKS

BOARD OF PARK COMMISSIONERS

Molly North
President

Kick Lee
Vice President

Susan F. Castellini

Phyllis McCallum

John E. Neyer

Jason Barron
Director

Jenny Mobley
Deputy Director

Crystal Courtney
Division Manager

Herta Fairbanks
Division Manager

Rocky Merz
Division Manager

950 Eden Park Drive
Cincinnati, Ohio 45202
Phone (513) 352-4080
Fax (513) 352-4096
www.cincinnatiparks.com

Date: November 20, 2025

To: Board of Park Commissioners

From: Jason Barron, Director

Subject: Lease and Operating Agreement – Otto Armleder Memorial Park

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Background

The Board of Park Commissioners has established guidelines for items requiring their review, including agreements with terms exceeding 12 months.

Description

The City owns Otto Armleder Memorial Park and Recreation Complex. The park is managed by Cincinnati Recreation Commission (CRC), Cincinnati Parks, and the City. Since 2005, Great Parks of Hamilton County has operated the section of the park managed by Cincinnati Parks. This includes the dog park, the bike trail, and the river access. The current three-year lease with Great Parks expires December 31, 2025, and includes a provision for a five-year extension option. Great Parks is currently working with City Law to prepare an amendment to the lease to exercise the five-year extension option. This new lease and operating agreement will expire at the end of 2030 but can be extended by successive five-year terms if all parties agree to do so. The document requires approval by CRC, Parks, City Council, and Great Parks.

Recommendation

Staff respectfully requests the Board approve the execution of this agreement.

Attachment A – Current Lease and Operating Agreement

Contract No. 25x0011

Property: Otto Armleder Memorial Park and Recreation Complex

LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement ("**Agreement**") is made and entered into effective as of the **Effective Date** (defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**", as lessor), and **Great Parks of Hamilton County** (f/k/a Hamilton County Park District), a political subdivision of the State of Ohio created under Ohio Revised Code Chapter 1545 (*Park Districts*), the address of which is 10245 Winton Road, Cincinnati, OH 45231 ("**Great Parks,**" as lessee).

Recitals:

A. The City owns the public park known as the Otto Armleder Memorial Park and Recreation Complex, located along the Little Miami River (referred to herein as the "**Property**", or the "**Park**"). For purposes of this Agreement, the Park is comprised of the following sections, as depicted on Exhibit A hereto:

(i) the "**Active Section**", which is managed by the Cincinnati Recreation Commission ("**Recreation**");

(ii) the "**Passive Section**", which is managed by the Board of Park Commissioners for the City of Cincinnati (also referred to as the "**Park Board**", or "**Cincinnati Parks**", or "**Parks**"); and

(iii) the "**Landfill Section**", which is managed by the City (generally).

B. Pursuant to an agreement between the City and Great Parks dated August 12, 2005, as authorized by Ordinance #300-2005 passed by Cincinnati City Council on August 3, 2005, Great Parks has operated the Passive Section of the Property as a public park (the "**2005 Agreement**").

C. The initial term of the 2005 Agreement commenced on March 1, 2005 and expired on December 31, 2017. Since that time, the parties have continued to abide by the terms of the 2005 Agreement.

D. The parties desire to enter into this Agreement (which, upon its execution, shall automatically terminate the 2005 Agreement), pursuant to which Great Parks shall continue to provide various operation and management-related services that is in general accordance with the 2005 Agreement, for a five (5) year period, ending December 31, 2025.

E. The City is agreeable to lease the Property to Great Parks at a base rent of $0.00 because of the considerable expenses that will be incurred by Great Parks in operating the Property, at no cost to the City, for the benefit of the people of the City. There is no City funding being provided to Great Parks under this Agreement.

F. The City has determined that eliminating competitive bidding with respect to the City's lease of the Property is in the best interest of the public because the City has determined that Great Parks, being a governmental entity with experience in managing public parks generally, and this park in particular, is the most qualified and suitable Great Parks of the Property.

G. The execution of this Agreement was approved by the Great Parks Board at its meeting on SEPTEMBER 16, 2021.

H. The execution of this Agreement was approved by the Park Board at its meeting on September 16, 2021.

I. The execution of this Agreement was approved by Recreation at its meeting on September 21, 2021.

J. City Planning Commission approved the change in use of the City-owned property on November 5, 2021.

K. Cincinnati City Council approved this Agreement by Ordinance No. 462-2021, passed on December 8, 2021.

NOW THEREFORE, the parties hereby agree as follows:

1. **GRANT OF LEASEHOLD.**

(A) Grant. On the terms and conditions set forth herein, the City does hereby lease the Passive Section of the Property to Great Parks, and Great Parks does hereby lease the Passive Section of the Property from the City, for the Term established under section 2 below. The City leases the Passive Section of the Property to Great Parks subject to any and all easements, covenants, restrictions and other matters of record, matters that would be disclosed upon an ordinary inspection or survey of the Property, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties. The City has not made any representations or warranties concerning the condition or characteristics of the Property or the suitability or fitness of the Property for the Permitted Use, and Great Parks is not relying upon any such representations or warranties from the City. On the Commencement Date (as defined in section 2 below), Great Parks shall accept the Passive Section of the Property in "as is" condition. During the Term, Great Parks shall not grant any easements or otherwise encumber the title to the Property without the City's prior written consent.

(B) City's Right to Inspect Property. The City hereby reserves the right for its employees and agents to enter upon the Property from time to time for any proper purpose, provided, however, that in exercising such rights, (i) the City shall not unreasonably disrupt Great Parks' use of the Property for the Permitted Use, and (ii) except in emergencies, the City shall give Great Parks reasonable written notice prior to entering the Property.

(C) Access by Public Utilities. Great Parks shall ensure continuous access to the Property (24 hours/day, 7 days/week, 52 weeks/year) by any and all public utilities that have existing utility facilities within the Property for the maintenance, repair and replacement thereof, and Great Parks shall not undertake any action or construct any improvements within the Property that may interfere with any such utility company's rights without having first obtained such utility company's consent. If Great Parks, its employees, agents, contractors, subcontractors, licensees or invitees cause damage to such utility companies' facilities, Great Parks shall promptly reimburse the affected utility company for the cost of repairing such damage.

2. **TERM (*5 years*).** The term ("**Term**") of this Agreement shall commence on the Effective Date (also referred to herein as the "**Commencement Date**"), and, unless extended or sooner terminated in accordance with the provisions of this Agreement, shall expire on **December 31, 2026**. The parties may extend the Term for successive renewal periods of five (5) years each upon mutual written agreement, as memorialized by an amendment to this Agreement executed by both parties. The parties acknowledge and agree that the 2005 Agreement shall terminate effective as of the Commencement Date.

3. **PERMITTED USE; OPERATING STANDARDS; REPORTS.**

(A) Permitted Use. Great Parks shall use the Passive Section of the Property solely for the operation of a public park (the "**Permitted Use**") and for no other purpose.

(B) Operating Standards.

(I) Throughout the term of this Agreement, Recreation shall keep, maintain and operate the Active Section of the Property, including all improvements thereon.

(II) Great Parks shall use the Passive Section solely for the operation of a public park, in accordance with ORC Section 1545, and in a first-class manner. Great Parks shall render the usual and customary services incidental thereto in a professional businesslike and efficient manner, including utilizing properly trained employees, volunteers and contractors. Great Parks shall not enforce its motor vehicle permit at the Property (i.e., Great Parks shall not require visitors to the Property to pay a permit fee), unless approved by the Park Board. Great Parks shall have the right, however, to charge visitors reasonable fees for special uses, permits, programs, and reserved areas (including costs associated with the provision of additional Rangers) as may be appropriate and as consistent with Great Parks' normal operations. Great Parks shall be responsible for the operation, maintenance, safety, security and park law enforcement of the Passive Section and Active Section, at no cost to the City or Park Board, in accordance with Great Parks' Code of By-Laws and in compliance with all applicable federal, state and local laws, codes, ordinances and other governmental requirements. Great Parks shall keep Recreation and the Park Board informed of any serious accidents or other incidents occurring in the Passive Section so that they can respond appropriately. Additional details are described in Exhibit B (Additional Guidelines) hereto. The Great Parks Board shall ensure that an appropriate level of funding is allocated annually for the maintenance and operation of the Passive Section of the Property in accordance with the Great Parks' overall budget.

(C) Programs. The Park Board, Recreation, and Great Parks shall be permitted to conduct educational, recreational, conservancy, beautification, and public athletic programs and events in the Park, and shall coordinate the dates thereof with Great Parks as appropriate.

(D) Off-Leash Dog Park: Great Parks shall manage the off-leash dog park areas for use by the general public. If Great Parks determines that the dog park area becomes a potential hazard and cannot be safely operated at a reasonable cost, Great Parks may, after prior consultation with the City, close the dog park area.

(E) Reports. Great Parks shall submit an annual operating report to the Park Board Director by **March 31** of each year during the Term of this Agreement (the "**Annual Report**"), documenting (i) the major events and activities occurring at the Passive Section of the Property during the calendar year then just ended, (ii) all expenses incurred by Great Parks for park maintenance, repairs, and capital costs, and (iii) income received from shelter rentals and any other income generated from the operation of the Park.

4. **RENT**. $0.00/year.

5. **MAINTENANCE AND REPAIRS**. During the Term of this Agreement, Great Parks shall assume all responsibility for the maintenance and repair of the Passive Section of the Property and shall maintain the same in a state of good and safe condition and repair, whether such maintenance or repairs are routine or non-routine. The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Passive Section of the Property under this Agreement. The foregoing notwithstanding, Great Parks shall not be responsible for maintaining or repairing any public utility facilities located on the Property (e.g., public water mains, sanitary sewers, or storm sewers).

6. **ALTERATIONS; SIGNS; NO LIENS.**

(A) Alterations. Great Parks shall not make any material alterations, additions or other changes to the Property without the prior written consent of the Park Board, which approval shall not be unreasonably withheld or delayed provided the proposed alterations, additions or changes are consistent with the Permitted Use. Great Parks shall have the right to make all minor and cosmetic-type alterations to the Passive Section of the Property without having to obtain the City's prior consent. All alterations made by Great Parks shall be made in a good and workmanlike manner, in compliance with all applicable legal requirements, shall not diminish the fair market value of the Property, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Property. Once installed, Great Parks shall not remove such alterations (unless such removal shall have been consented to in writing by the City), and Great Parks shall surrender the same to the City at the end of the Term. If the parties determine that capital improvements are needed, they shall work cooperatively to address the matter, including without limitation identifying a source of funding.

(B) Signs. Great Parks shall maintain in good condition and repair any and all existing directional, informational, advertising and other outdoor signs in the Passive Section. The parties will work cooperatively to establish signs to inform the public of which party is responsible for which facilities/sections of the Park, including telephone numbers informing the public of which party to contact regarding questions or concerns regarding those facilities/sections. For instance, restrooms and playground equipment areas will include signage indicating that those facilities are maintained by the City, with a telephone number to contact for maintenance or service issues.

(C) No Liens. If any mechanics' lien or other similar lien is filed against the Property as a result of labor or material furnished at Great Parks' request, Great Parks shall cause the lien to be released or bonded off within forty-five (45) days following the filing of such lien.

7. **SECURITY**. Great Parks shall provide the primary law enforcement and security duties for the Active and Passive Sections of the Property through its Ranger Department in accordance with Great Parks' most current Code of Bylaws and the current executed and effective agreement regarding the parties' respective law enforcement duties on the Property.

8. **REAL ESTATE TAXES**. The parties acknowledge that the Property is exempt from real property taxes.

9. **INSURANCE; CLAIMS.**

(A) Insurance. Great Parks acknowledges that with respect to the sections of the Park that are managed by the City (the Active and Landfill Sections), the City is self-insured and does not maintain commercial insurance coverage. With respect to the section of the Park that is managed by Great Parks pursuant to this Agreement (the Passive Section) and with respect to security duties performed by Great Parks in the Active and Passive Sections of the Park, Great Parks will maintain and cause to be maintained the following insurance throughout the Term:

I. Workers Compensation insurance as required by law;

II. Property insurance on all personal property of Great Parks from time to time located at the Property in such amount as Great Parks shall from time to time determine to be reasonable;

III. Automobile Liability Insurance in the amount of not less than $1,000,000 per occurrence, naming the City as an additional insured; and

IV. Commercial general liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Park in an amount not less than $2,000,000 per occurrence, combined single limit/$4,000,000 aggregate, naming the City, Recreation Commission, and the Park Board as additional insureds.

(B) Policy Requirements. Great Parks shall be permitted to satisfy the insurance requirements set forth above through primary and umbrella and/or excess liability policies under a self-insurance program authorized pursuant to ORC Section 2744.08 or a joint self-insurance pool authorized pursuant to ORC Section 2744.081 operated by or on behalf of Great Parks or written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, provided that the insurance/coverage (i) may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (ii) is primary and non-contributory with respect to insurance maintained by the City. On the Commencement Date and thereafter on an annual basis, Great Parks shall provide the Park Board with a certificate of insurance evidencing the insurance required to be maintained by Great Parks hereunder. The City is self-insured and will provide proof of such coverage upon request.

(C) Handling of Claims. The City assumes no responsibility for any acts, errors or omissions of Great Parks or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Great Parks; and similarly Great Parks assumes no responsibility for any acts, errors or omissions of the City or any employee, agent, representative or any other person acting or purporting to act for or on behalf of the City. In the event of third-party claims filed against either party pertaining to the Property, each party shall handle its own claims in accordance with its internal policies and procedures. (The parties acknowledge that, as governmental entities, the parties are not legally permitted under Ohio law to contractually agree to indemnify each other.)

10. CASUALTY. If the Property is damaged or destroyed by fire or other casualty, the City and Great Parks shall jointly participate in filing claims and taking such other actions which are necessary to obtain the payment of insurance proceeds resulting from such occurrence. All proceeds from any such occurrence (with the exception of proceeds of insurance obtained by Great Parks solely to protect Great Parks' property) shall be paid to the City. The City shall determine whether it wishes to utilize the proceeds to repair/reconstruct the Property. Unless otherwise agreed in writing, this Agreement shall terminate in the event that the City determines that it will not restore the property to its prior condition or if the City does not as expeditiously as possible restore the Property to substantially the same condition it was immediately prior to the casualty or if the Passive Section of the Property is damaged by more than fifty percent (50%).

11. DEFAULT; REMEDIES.

(A) Default. If either party fails to pay any amount due the other party hereunder or perform or observe any of the covenants, terms or conditions contained in this Agreement, and such failure to pay or perform continues for longer than sixty (60) days after the defaulting party receives written notice thereof from the non-defaulting party; provided, however, that if such failure is not reasonably susceptible of being cured within such sixty (60) day period, an event of default shall not be deemed to have occurred if the defaulting party commences to cure such failure within such sixty (60) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within one hundred twenty (120) days after the defaulting party receives written notice of the default from the non-defaulting party. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the non-defaulting party, an event of default shall be deemed to have occurred if the defaulting party fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period provided for under paragraph (A) above, the non-defaulting party shall be entitled to: (i) terminate this Agreement by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self help" as the non-defaulting party determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of defaulting party, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. The failure of either party to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

12. **ASSIGNMENT AND SUBLETTING**. Great Parks shall not assign its interests under this Agreement, or sublet all or any portion of the Property, without the prior written consent of the City. Great Parks acknowledges that the City is entering into this Agreement because of the City's confidence that Great Parks has the financial resources, experience, and community support that are necessary to carry out the operation of the Property and that therefore the City shall not be expected to consent to a proposed assignment or sublease to any individual or entity in which the City does not have similar confidence. No assignment or sublease by Great Parks of its rights or obligations under this Agreement to a third party shall relieve Great Parks from any liability to the City under this Agreement.

13. **ESTOPPEL CERTIFICATES**. Within fifteen (15) days after written request from the other party (or, with respect to certificates from the City of Cincinnati, within such longer period of time as may be reasonably needed in order to obtain all required governmental authorizations and signatures), each party shall execute and deliver to the requesting party an estoppel certificate: (i) certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) stating, to the best of such party's knowledge, whether or not the requesting party is in default under this Agreement, and, if so, specifying the nature of such default, and (iii) covering such other matters pertaining to this Agreement as the requesting party may reasonably request.

14. **SURRENDER; HOLDOVER**.

(A) Surrender. On the last day of the Term of this Agreement, Great Parks shall surrender the Property to the City in good condition and repair and free and clear of all liens and other encumbrances created by Great Parks (if any). On or before the last day of the Term, Great Parks shall remove all of Great Parks' personal property, and any property not so removed shall be deemed abandoned. Great Parks shall not remove any signs, trade fixtures, ordinary fixtures or affixed equipment used in connection with the Property unless the City approves of such removal in writing. Great Parks shall promptly repair any and all damage to the Property caused by its removal of any items under this paragraph.

(B) Holdover. If Great Parks fails to surrender possession of the Property to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable by either party at any time by giving written notice thereof to the other party.

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

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

To the City:
Director, Cincinnati Parks
950 Eden Park Drive
Cincinnati, OH 45202

To Great Parks:
Great Parks of Hamilton County
10245 Winton Road
Cincinnati, OH 45231
Attention: Chief Executive Officer

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

16. **GENERAL PROVISIONS**.

(A) Entire Agreement. This Agreement (including the exhibits hereto and the other agreements referred to herein, if any) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

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

(C) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Great Parks agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to any and all disputes arising under this Agreement.

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

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

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

(G) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office. At the request of either party, the parties shall execute a memorandum of Agreement for recording purposes.

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

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

(J) No Brokers. The City and Great Parks represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

(L) Representation as to Authority. The City and Great Parks each represents to the other that it has the power and authority to enter into and perform its obligations under this Agreement without the consent of anyone who is not a party to this Agreement, and that the execution and performance of this Agreement have been duly authorized by all necessary actions on the part of the performing party.

(M) Appropriation of Funds. Notwithstanding anything in this Agreement, the City's performance of its obligations under the Agreement that require the expenditure of money is subject to the appropriation of funds for such purposes by Cincinnati City Council.

(N) Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Site Map*
Exhibit B – *Additional Guidelines*

[*Remainder of Page Intentionally Left Blank; Signature Pages Follow*]

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

CITY OF CINCINNATI

By: Sheryl Long

Printed name: Sheryl Long

Title: Assistant City Manager

Date: 2/24, 2022

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 25th day of February, 2022, by (name) Sheryl Long, the (title) Assist City Mgr of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Amira Beer
Notary Public
My commission expires: 9/23/23

NOTARIAL SEAL
STATE OF OHIO
AMIRA BEER
Notary Public, State of Ohio
My Commission Expires 09-23-2023

Recommended By:

John Neyer, Interim Director
Cincinnati Parks

Daniel E Betts
Daniel Betts, Director
Cincinnati Recreation Commission

Approved as to Form:
Charles Martinez
Assistant City Solicitor

Certified Date: 02/24/2022
Fund/Code: No certification of funds required
Amount:
By: Karen Alder
Karen Alder, City Finance Director

[*Great Parks Signature Page Follows*]

GREAT PARKS OF HAMILTON COUNTY

By: ______________________________
Todd Palmeter, Chief Executive Officer

Date: 01/13, 2022

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 13th day of January, 2022, by Todd Palmeter, the Chief Executive Officer of **GREAT PARKS OF HAMILTON COUNTY**, a political subdivision of the State of Ohio created under Ohio Revised Code Chapter 1545, on behalf of the Board of Park Commissioners of Great Parks of Hamilton County. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

____
Notary Public
My commission expires: March 29, 2025

NOTARY PUBLIC STATE OF OHIO

TONYA L COLER
Notary Public
State of Ohio
My Comm. Expires
March 29, 2025

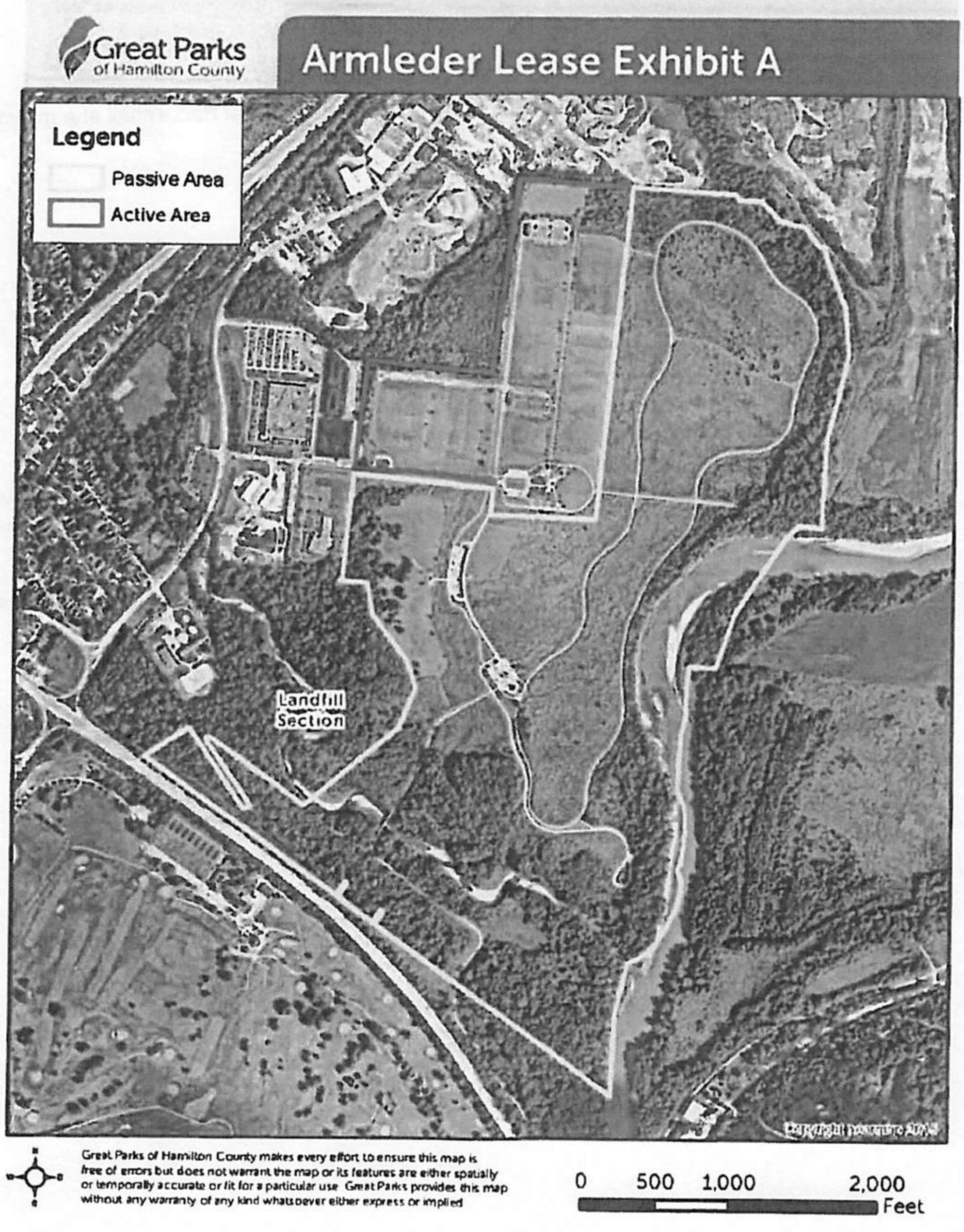
Great Parks
of Hamilton County
Armleder Lease Exhibit A
Legend
Passive Area
Active Area
Landfill
Section
Great Parks of Hamilton County makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Great Parks provides this map without any warranty of any kind whatsoever either express or implied
0 500 1,000 2,000
Feet

EXHIBIT B
to Lease and Operating Agreement

ADDITIONAL GUIDELINES

Management and Operation of the Passive Section of the Property by Great Parks shall at a minimum include:

- Routine mowing;
- Trail maintenance and repair of trail areas;
- Snow Removal of road and parking areas;
- Flood clean-up as needed;
- Routine litter pick-up of trail areas;
- Ranger Patrol;
- Shelter Maintenance (including tables) and repair;
- River access and overlooks;
- Lighting and electric utilities maintenance and repair;
- Drinking fountain, hydrant and waterline maintenance and repair;
- Roadway, walkway, bike trail and parking lot maintenance and repair; and
- Sign maintenance and repair, with the exception of the main entrance sign which will be maintained, repaired and potentially replaced as a cooperative effort with all parties to this Agreement.

Management and Operation of the Active Section of the Property by the City, through CRC, shall at a minimum include:

- Routine turf management of lawn areas; including athletic fields;
- Snow removal of road and parking areas;
- Flood clean-up as needed;
- Routine litter pick-up and removal of trash;
- Routine janitorial maintenance of restroom building and picnic shelters;
- Routine safety inspections and maintenance of play equipment, recreational equipment and furniture;
- Shelter maintenance (including tables) and repair;
- Lighting and electric utilities maintenance and repair;
- Drinking fountain, hydrant and waterline maintenance and repair;
- Roadway, walkway, bike trail and parking lot maintenance and repair;
- Sign maintenance and repair; and
- Proper staffing/personnel for special events and tournaments.

Date: November 20, 2025

To: Board of Park Commissioners

From: Andrew Bernier, PhD, Manager of Education

Subject: Adjustment of Fees to Nature Education programing

Background

At the October Board Meeting, Parks staff presented an analysis of Parks nature education programming, including demographics of participants and comparison of fee structure against peer programming. The presentation included a proposed fees increase. Board approval is needed to adjust the fees for Explore Nature education programming to be implemented in 2026.

Description

Following the Explore Nature fee adjustment presentation at the October Park Board of Commissioners meeting, Staff is requesting approval to accept the proposed fee increases to align with peer programs and provide additional resources to cover increasing of supply costs, additional staffing support, increased continuing education opportunities, and several one-time investments in Nature Center improvements.

Intensive analysis of peer programs and geo-demographic data of program participants guided the new fee amounts along with input from naturalist staff who regularly work with families and organizations who use our services.

Proposed adjustments will keep Nature Education and Cincinnati Parks the most affordable option for summer camps and other programs compared to regional peer programs. Other programs in place, such as Nature Next Door and The Stephenson Sisters Grant program through the Cincinnati Parks Foundation, provide free or greatly reduced fee options for families.

Recommendation

Staff respectfully requests the Board approve to accept the proposed fee adjustments outlined in the attached document describing each program type and their proposed fees. In general, summer camps will increase to $200/ week for city residents and $250/week for non-city residents, and programming fees will be increased by approximately 25% across the board. Parks will begin rolling out the updated fee structure over the next month, with full implementation starting in 2026.

Attachment A – Proposed Fee Adjustments

950 Eden Park Drive
Cincinnati, Ohio 45202
Phone (513) 352-4080
Fax (513) 352-4096
www.cincinnatiparks.com

Proposed Nature Education Fee Increases

Program Type	2022 Fees (Current)	2026 Fees Changes (Proposed)
Summer Camps	Regular $150/ week. Discovery Mornings - 2/hr day $100/week. Preschool at Centers - 3 hr/day $125/week	Regular: **$200/week**, Preschool at Centers: **$150/week**. **25% out of city surcharge**
School Break Camps	$30/participant, 20 participant minimum $600 min.	**$40/**participant. **12 person min. $480** min.
Weekend or evening program at center or parks	Program fees based on variable costs (Average $5-$10)	**Requesting $2 general increase**
School Programs at centers or parks	$6/child or chaperone, teachers/staff free. 25 participant/$150 min	Same
Homeschool programs at centers or parks	$8/participant, 15 paid participant minimum for requested programs or $120	**$10/participant**, **$150 minimum**. If **25+ participants, default to School Program**.
Nature Tots	$40/participant, Min 8 participants	**$50 per participant pair**.
Outreach programs (school, daycares, Scouts, NGOs, youth group, senior centers, Libraries, tours)	$100 for 30-60 mins, max 30 participants, $50 for additional program on same date, location, topic. Additional $50 fee outside of I-275. Max distance beyond I-275 is 25 miles.	**$100 for 30 mins, $125 for 60 mins** for <30 participants. >30 participants require an additional program for $50
Youth Overnight	$35/participant, primary leaders are free, min 20 participants, $700, 2 week cancellation notice	**$40/**participant. Leaders are free. **Min 15 participants or $600**.
Birthday Parties	$15/participant, min $150, $25 for each additional 30 min.	$15 per participant. Minimum **$200/2hrs, $50** for each additional 30 min.
Nature center rentals	$100/hour with 3 hour minimum	**$125/hour**. 3 hour minimum
Virtual Programs	$50 for the first 30 - 60 minute program. $25 for each additional program, same topic, same day	$50 for 30 mins, **$75 for 60 mins**. $25 for each additional program, same topic/day.
Afterschool or weekend Scout, youth group, adult, or other groups at centers or parks	$8 per participant, primary leaders are based on need. Min of 15 paid participants or $15 or $120	Same

CINCINNATI PARKS

Date: November 20, 2025

To: Board of Park Commissioners

From: Jason Barron, Director

Subject: Planning & Design Monthly Update

Park Board Commissioners, please review the monthly update from the Division of Planning & Design (P&D):

Action Items

Sinton Biochar Contract Update: KZF is under contract to design the Biochar Operations Facility. The original plan was to design the facility at Warder Nursery. Earlier this year, the location of the facility was switched from Warder Nursery to be co-located at the Parks Operations Campus at Sinton.

That location switch increased the cost of the design by adding the need for additional geotechnical services, including soil borings at the new location and additional structural engineering to expand the footprint of the location, including additional earthwork. The additional cost was absorbed into the existing contingency of approximately $20,000 within the contract and by reducing other scope, including the engineering to tie the hot water produced by the biochar production into the existing boiler heating system at Warder Nursery.

As KZF finalizes the 90% construction drawings, and in discussions with Complete Solutions (the providers of the biochar production equipment), it has become clear that additional engineering support is needed to ensure the construction drawings have all of the details needed to properly install the biochar equipment within the new building.

Parks Staff recommends approval of an additional $21,009, to complete the design of the construction drawings to include the proper installation and alignment of all biochar production components.

Sherman Recreation Area: The Sherman Recreation Area is a park space that is owned by the Cincinnati Park Board and managed by the Cincinnati Recreation Commission.

Gaslight Property (Sherman Oaks LLC) is developing an 108-unit apartment development at 1631 Sherman Avenue. They have proposed using the Sherman Recreation Area to meet the stormwater needs of their project. While much of the stormwater will be collected and stored on their property, they need a stormwater solution for heavy storm events.

The proposed stormwater solution would be the installation of a green-infrastructure bio-swale into the northern area of the property that is currently

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mowed lawn. **See attached plans.** The bio-swale would allow the over-flow from their on-site stormwater detention to dissipate naturally across the park property to an existing storm inlet on the west side of the property, which is then connected to an existing Metropolitan Sewer District combined sewer.

The bio-swale green infrastructure would improve the property and add a natural feature to the park that would include native plantings and provide new wildlife habitat area.

Parks staff will work with Gaslight Property to develop and finalize the plans for the green-infrastructure bio-swale. Gaslight Property will pay for the installation of the bio-swale. In addition, Parks has requested that Gaslight Property repair the culvert/pipe underneath the access road into the park, repair the existing storm inlet on the west side of the property, install a sidewalk along Sherman Avenue from the new apartment complex to the access road of the park to improve pedestrian safety and access, and remove honeysuckle in the wooded areas on the east and west side of the park. In addition, Parks will work with City Law to develop an easement or maintenance agreement that will provide annual funding to Parks for the long-term maintenance of the new bio-swale.

The change requires approval by the Park Board as the new bio-swale green infrastructure will significantly modify the physical design / layout of the park. Parks Staff recommends approval of the change to the property.

2025 Plan of Work Underway Projects

Smale Lot 23 Enhancements – Construction: Construction Management of this project continues. Universal is well underway building the donor wall on Mehring Way at the Race Street steps. Work is progressing on the south esplanade and the Race Street turnaround on the Banks level. Everything is proceeding on schedule.

Mt. Airy Area 23 Bike Skills Course, ADA Pathway, and Comfort Station: The ribbon-cutting ceremony for the bike skills course was a huge success. Parks is currently working to procure phase 2 of this project. It will be completed in two parts. The accessible path to the comfort station and the landing zone by the turn around circle will be completed using the City's sidewalk contract. The renovations to the comfort station will be completed using the City's Third Party Maintenance contract with Megan Construction. These projects should be completed before spring 2026.

Ault Park Playground: The major installation of the playground equipment is complete. **See attached photo.** Parks is working with the contractor, DWA, to identify and complete punch list items over the next week or so. In addition, Parks' Facilities & Maintenance team will be working to restore two adjacent park benches, remove the crumbling picnic table, and replace it with a new one. We are working with the Ault Park Advisory Council to plan a grand opening ceremony for the new playground in early December.

Mt. Airy Everybody's Treehouse – Repairs and Stabilization: This project is moving forward on schedule. The entire railing system has been removed and repairs are underway. In addition, the un-milled lumber supports have arrived. These are basically tree trunks that have been cut down to serve as natural looking supports for the Treehouse. **See attached photos.** Parks' Planning & Design and Facilities & Maintenance teams are working together to develop a solution for the tree that is growing into the entrance path. Everything is still on track to be completed by the end of the year, if weather cooperates.

Sinton - East Operations, Facilities and Biochar Campus: All of Parks comments have been submitted to KZF. They are full speed ahead on the 90% drawings, which we expect to receive before the end of the year. Planning & Design will then lead the various teams within Parks through a review of those plans and turn them around to KZF early next year for finalization of the construction drawing set.

Sawyer Point Playground: Parks hosted Midstates Recreation in Cincinnati in late October for a tour of the new playground site, where they took drone footage of the area. Parks is developing a survey of the site, which should be completed this week, weather permitting. Parks Staff is working with City Law to develop a contract for MKSK's engagement as Landscape Architect for the redevelopment of the overall site. Earthscape is hard at work on initial concept sketches, and we could receive some sketches to review in the next few weeks.

California Woods: Stantec has returned updated designs for the bridge and a proposal for further study of the tributaries, which is currently being reviewed by Parks Staff.

Glenway Park: Under the City's pilot professional services program, Parks has identified an architect to design the accessible pathway entrance to Glenway Park. We are working with City Law to get them under contract and begin that design process. The next step is to work with City Procurement to identify a playground partner for the project.

<u>Priority Maintenance & Emerging Repair Projects</u>

- Bronze Sign restoration project
- Warder Nursery parking expansion
- Mt. Airy Arboretum Septic System repairs
- Septic system conversions: McFarlan Woods and Doris Day Dog Park
- Admin roof repairs
- Vehicle gates at Mt. Echo, Bellevue, Fairview, and Mt. Storm
- Alms Park Pergola – could need emergency repair soon
- California Woods Shelter – tree fell on roof

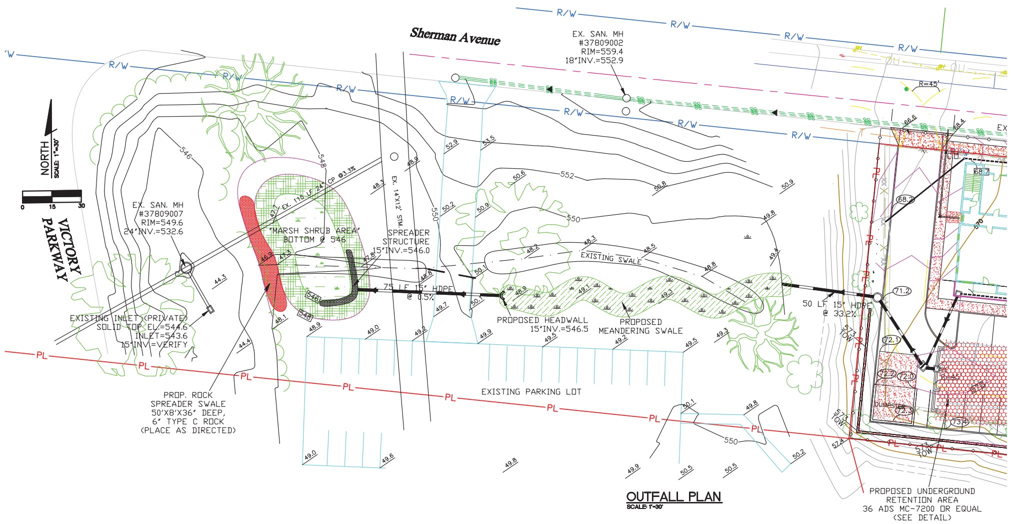
VICINITY MAP
1"= 500'

SHERMAN RECREATION AREA

1501 SHERMAN AVENUE
CINCINNATI, OHIO

NOTES

1) ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE SECTIONS OF THE CITY OF NORWOOD, OHIO PLANNING AND ZONING REGULATIONS.
2) THE SUBSURFACE CONDITIONS AT THE PROPOSED WORK AREA SHALL BE IDENTIFIED AND EVALUATED BY A GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.
3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL OF THE EXISTING UTILITIES (ABOVE AND BELOW GROUND) PRIOR TO CONSTRUCTION.
4) THE EXISTING ZONING OF THE SITE IS "NEIGHBORHOOD BUSINESS DISTRICT" (NBD).
5) WATER SERVICE IS PROVIDED BY THE EXISTING WATER MAIN ON SHERMAN AVENUE. SANITARY SEWAGE SERVICE IS PROVIDED BY THE EXISTING SEWER ON THE PROPERTY.
6) THE PROJECT WILL MEET ALL APPLICABLE "BASAL" AND LANDSCAPE RULES AND REGULATIONS.
7) ANY SIGNAGE WILL BE BY SEPARATE PERMIT.
8) THE BOUNDARY INFORMATION SHOWN IS AS PER SURVEY BY DAILY LAND SURVEYING, LLC. OF CRITTENDEN, KY.
9) THE PROPOSED IMPROVEMENTS WILL BEGIN IN SUMMER 2025, UPON APPROVALS AND PERMITS.



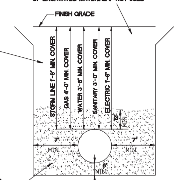
OUTFALL PLAN
SCALE: 1"=30'

BACKFILL

UNDER PAVEMENT
GRANULAR MATERIAL CONSISTING OF SAND, GRAVEL, CRUSHED STONE, OR A COMBINATION THEREOF, GRADED COARSE TO FINE HAVING 100% PASSING A 2" SIEVE AND NOT MORE THAN 15% LOSS BY WASHING OVER A #200 SIEVE, PLACED IN 8" LIFTS(MAX.) TO BOTTOM OF SUBGRADE AND COMPACTED TO 97% STANDARD PROCTOR.

OUTSIDE PAVEMENT
SELECTED EARTH HAVING AN IN-PLACE DENSITY OF 100 LB/CF: PLASTICITY INDEX LESS THAN 40: LESS THAN 7% ORGANIC MATERIALS: FREE OF PEAT, FROZEN MATERIALS: DELETERIOUS MATERIALS, AND ROCKS OVER 4" IN DIAMETER. PLACED IN 8" LIFTS(MAX.) TO BOTTOM OF SUBGRADE AND COMPACTED TO 97% STANDARD PROCTOR.

EXCAVATION
CONTRACTOR TO REMOVE AND DISPOSE OF EXCAVATED MATERIAL IF NOT USED



COMPACTED GRANULAR MATERIAL W/MAXIMUM COARSE AGGREGATE SIZE OF 1/2", PLACED IN 6" LIFTS(MAX.) TO LIMITS SHOWN AND COMPACTED TO 97% STANDARD PROCTOR.

PIPE TRENCH DETAIL
NO SCALE

STABILIZATION PRACTICE	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING				A								
DORMANT SEEDING		B									B	
TEMPORARY SEEDING				C	E				D			
SOD			OO		F							
MULCHING					G							

SEEDING SCHEDULE
NTS

A - TITAM TURF TYPE TALL KY. FESUE 80%, SR 4000 PERENNIAL RYEGRASS 10%, KENTUCKY BLUEGRASS 98/85 10%
PLUS 2 TONS OF STRAW MULCH PER ACRE
APPLY MIXTURE AT A RATE OF 2 LBS. PER 1000 SQ.FT.

B - KENTUCKY BLUEGRASS 30%, CREEPING RED FESCUE 70%, PLUS 2 TONS OF STRAW PER ACRE
APPLY MIXTURE AT A RATE OF 2 LBS. PER 1000 SQ.FT.

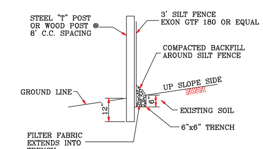
C - SPRING OATS AT 3 BUSHEL PER ACRE

D - WHEAT OR RYE AT 2 BUSHEL PER ACRE

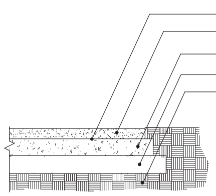
E - ANNUAL RYEGRASS AT 1 LBS. PER 1000 SQ.FT.

IRRIGATION NEEDED DURING JUNE, JULY, AND\OR SEPTEMBER

OO IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD



SILT FENCE DETAIL



BITUMINOUS MATERIAL FOR TACK COAT (ODOT 407)
2" COMPACTED DEPTH BITUMINOUS CONCRETE SURFACE (ODOT #404)
4" COMPACTED DEPTH BITUMINOUS CONCRETE BASE (ODOT #301)
8" DENSE GRADED AGGREGATE BASE (ODOT #304)
SOIL COMPACTED TO 98% STANDARD PROCTOR DENSITY

ASPHALT PAVEMENT REPAIR
N.T.S.

PAVING NOTES:
1. All pavement cuts shall be saw cut and neatly patched to match existing pavement section. All costs for such pavement cuts, patching, and overlays as required shall be included in the Contractor's bid.
2. Contractor shall restore disturbed pavement after construction, shall minimize inconvenience to traffic during construction, and shall provide smooth transitions to existing pavement. Paving materials and construction thereof shall be in accordance with the ODOT standard specifications and CITY OF NORWOOD specifications.
3. Construction access roads, existing pavement or gravel roads, and driveways if removed, disturbed, or damaged by Contractor's work shall be maintained by Contractor and restored or replaced to existing or better than pre-construction conditions after work is complete. The cost of this restoration or replacement shall be included in the total cost for the project. No additional payment will be made.

CONCEPT REVIEW
9/16/2025

NO.	REVISION	DATE:	BY:	CHK.

MASON CARR CIVIL ENGINEERING

MASON CARR
Civil Engineering, PLLC
P.O. BOX 661 ALEXANDRIA, KY 41001
(513) 260-2982 FAX (859) 635-6841

HERMES CONSTRUCTION
8 GIRARD ST
FLORENCE, KENTUCKY 41042

CONCEPTUAL MARSH AND DRAINAGE IMPROVEMENTS
SHERMAN RECREATION AREA
1501 SHERMAN AVENUE
CINCINNATI, OHIO

DATE: SEPT., 2025
JOB NO. 202329
SHERMAN.DWG
SCALE: AS SHOWN
SHEET C4 OF 8


CLOSED


NOTICE
KEEP OUT
TREE
PRESERVATION


NATIONAL
RENT-A-FENCE
800-352-5675
CAUTION

950 Eden Park Drive
Cincinnati, Ohio 45202
Phone (513) 352-4080
Fax (513) 352-4096
www.cincinnatiparks.com

Date: November 20, 2025

To: Board of Park Commissioners

From: Herta Fairbanks, Division Manager/CFO

Subject: Monthly Finance Division Highlights

It has been a busy month in Finance. After the presentation at the last Board meeting, we have been busy working on the financial realignment goals outlined in the meeting. In review, the goals are as follows:

<u>Financial Realignment - Phase 1 Summary</u>
Goal 1 – Bureau Reduction
Goal 2 – Fund Consolidation
Goal 3 – Revenue Code Alignment
Goal 4 – Clarify and Align Policies

Our efforts this month have focused on Goal 1 – Bureau Realignment to reduce the number of actively used bureaus that Parks uses to report revenue and expenses. The first step in this process was to review the existing list and work with City Accounts & Audits to ensure they understand our methodology and rationale. Once we achieved understanding, we have been busy submitting budget adjustments to move expenses and budget from bureaus that we are no longer going to be using to the corrected, active bureaus. The next step is to move encumbrances to accomplish the same. We are working with city Procurement to make this happen. We are hoping to have this step completed by the end of November.

The final step to complete Goal 1 is to ensure that each Parks position (employee slot) is coded to the correct activity. Parks Finance, Administration, and HR have been working diligently on reviewing the Table of Organization and identifying any realignments needed to ensure that the funds, agencies, and bureaus attached to specific positions reflect the where the position reports to and does work. This is an in-depth process and has potential budget implications that we are working through. We are hoping that we can accomplish this step of the process prior to FY27 budget entry (February/March). Completing this will not hold up progression on Goals 2-4, but is integral to the entire realignment process.

Parks IT has been doing an extraordinary job of managing the Windows 11 transition. As previously reported, Parks was one of four departments to complete the upgrade on time. Parks is the only department that has successfully updated the City inventory to reflect computer updates and changeouts. Parks was also only one of four departments to submit the FY27 IT capital request by the stated deadline. In addition to this work, Parks IT has been working on adding cameras at Parks locations, moving forward with the Krohn sign replacement, and supporting various other Parks activities with IT needs.

Date: November 20, 2025

To: Board of Park Commissioners

From: Derrick Gentry, Supervising Human Resources Analyst

Subject: HR Status Update

This memo provides an overview of current vacancies and the recruitment process for Parks.

01

Full -Time: 171
Part - Time: 106

02

Appointments:1

03

Job Postings: 3

Full Time Overview

Parks currently has 171 full-time employees and 10 vacant positions, and we are moving swiftly to fill key roles across multiple divisions.

FULL-TIME VACANT POSITIONS		
Position Title	**Total**	**Notes**
Administrative Technician	**1**	Reposted
Arborist 2	**2**	Reposted
Division Manager	**1**	Interviewing
Supervising Engineer	**1**	On Hold
Supervisor of Maintenance	**1**	On Hold
Service Area Coordinator	**1**	On-Hold
HVAC Specialist	**1**	On Hold
Truck Driver	**2**	On Hold
Total vacancies	**10**	

Current HR Initiatives

The following is a brief update on several key initiatives currently underway within the Parks Human Resources Department:

1. Streamlining Part-Time Hiring

We continue to focus on improving and accelerating the part-time hiring process. Our goal is to reduce delays that have historically caused us to lose strong applicants during onboarding. By refining workflows, tightening communication loops, and simplifying the candidate journey, we aim to create a

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Phone (513) 352-4080
Fax (513) 352-4096
www.cincinnatiparks.com

more efficient, applicant-friendly hiring experience that better supports our seasonal and operational needs.

2. Reestablishment of Parks Academy

Work is actively progressing on reestablishing the Parks Academy as a central training and development resource for staff. This will include structured learning modules, professional development pathways, and standardized onboarding materials to strengthen employee knowledge, engagement, and performance across all divisions.

3. Finalization of the Parks Policy Manual

The Parks Policy Manual is nearing completion. This comprehensive document will bring clarity, consistency, and alignment across the department. Once finalized, it will serve as the foundation for policy communication, training, and accountability, ensuring staff have clear expectations and standardized guidance.

Date: November 20, 2025

To: Board of Park Commissioners

From: Jason Barron, Director

Subject: Grant Application/Acceptance – Cincinnati Parks Foundation

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Background

The Cincinnati Parks Foundation receives contributions to fund a variety of programs and improvements. For the Park Board to utilize those funds, staff will apply for funds through a grant application process.

Description

Staff request approval to apply for and accept the grants listed below from the Cincinnati Parks Foundation:

1. **$2,500 – 2025 Let's Grow Local**
   Grant will be used for costs associated with the 2025 Let's Grow Local tree planting event that occurred in the West End. Let's Grown Local is an annual partnership between Cincinnati Parks, the Cincinnati Parks Foundation, and Mad Tree for a day of volunteerism in a Cincinnati neighborhood centered around planting trees. The annual event is planned by Parks Urban Forestry Division. This year, Let's Grow Local took place in the West End – over 140 trees were planted, including in 40+ new tree well installations donated by Prus Construction. Additional volunteer activities included mulching both the newly planted trees and existing Parks trees in the neighborhood and litter pick up throughout the West End.

Recommendation

Staff respectfully requests the Board approve the application and acceptance of grant funds made to the Cincinnati Parks Foundation in an amount up to $2,500.

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Phone (513) 352-4080
Fax (513) 352-4096
www.cincinnatiparks.com

CINCINNATI PARK BOARD

Financial Presentation

Month ending October 31, 2025

950 Eden Park Drive Cincinnati, OH 45202 Phone (513) 352-4080 Fax (513) 352-4096 www.cincinnatiparks.com

Finance and IT Significant Accomplishments
October 2025

Finance Team

- Continued work with City Budget on FY27 Capital Budget
- Worked with Accounts & Audits to load the Fund 430 budget into CFS to enhance reporting
- Quick Stats:
    - 6 ordinance requests to accept support of Parks activities
    - $1,093,321 in new encumbrances processed
    - 381 payments processed
    - 137 cash receipts processed

IT Team

- Deployed the following new IT items:
    - new security cameras and Parks' DNR facility
    - 70 additional computers as part of lifecycle replacements
    - Programmable lighting feater on Krohn waterfall
- One of four departments in the City to submit the FY27 IT capital request by the deadline
- Only department in the City to have all new computers in City inventory system

In Development

- Correcting bureau/unit designations in CFS
- Implementation of RecTrac at Krohn Conservatory
- Consolidating some Parks' funds (326, 330, 332)
- Installation of security cameras at Krohn Conservatory
- Options for WIFI connectivity at the skating rink in Sawyer Point

Year to Date Expenses By Expense Type
As of October 31, 2025

Category	YTD Expended	Budget	Target Spend %	Actual Spend %	Variance
Advertising	$ 38,566	$ 111,472	34.1%	35%	0.5%
Auto & Truck Expense	$ 160,090	$ 505,380	34.9%	31.7%	-3.2%
Bank Fees	$ 42,855	$ 77,130	37.4%	55.6%	18.1%
Benefits & Taxes	$ 1,658,808	$ 5,114,460	35.6%	32.4%	-3.1%
Equipment	$ 1,190	$ 58,395	42.3%	2.0%	-40.3%
Fuel	$ 80,444	$ 187,690	38.5%	42.9%	4.3%
Insurance	$ 809	$ 31,624	0.0%	2.6%	2.6%
IT	$ 1,264	$ 92,830	35.3%	1.4%	-34.0%
Postage	$ 1,418	$ 3,339	21.3%	42.5%	21.1%
Professional Services	$ 669,699	$ 3,786,030	28.7%	17.7%	-11.0%
Rentals	$ 72,310	$ 387,239	21.9%	18.7%	-3.2%
Salaries	$ 4,343,051	$ 13,877,808	34.5%	31.3%	-3.2%
Supplies	$ 742,689	$ 2,554,005	27.5%	29.1%	1.6%
Taxes	$ 4,769	$ 1,014,539	96.0%	0.5%	-95.5%
Travel & Training	$ 13,352	$ 58,799	22.8%	22.7%	-0.1%
Utilities	$ 339,835	$ 1,011,438	29.7%	33.6%	3.9%
	$ 8,171,147	**$ 28,872,178**			

Year to Date Expenses by Fund
As of October 31, 2025

Fund Name		Expenses		Budget*	Target % Spend^	Actual % Spend	*% Variance*
General Fund	$	5,226,735	$	12,139,550	49.8%	43.1%	-6.7%
Stormwater Fund	$	-	$	1,954,190	0.2%	0.0%	-0.2%
Hwy Greenspace (Street Construction Management)	$	129,476	$	532,560	34.1%	24.3%	-9.8%
Infrastructure Fund (Income Tax-Infastructure)	$	690,810	$	1,653,130	33.5%	41.8%	8.3%
Sawyer Point	$	242,311	$	1,516,597	18.5%	16.0%	-2.5%
Park Donations and Special Activity	$	182,393	$	1,900,174	28.1%	9.6%	-18.5%
W.M. Ampt Fund (Free Concerts)	$	9,708	$	17,380	27.2%	55.9%	28.7%
Groesbeck Fund (endowment)	$	7,970	$	20,440	27.2%	39.0%	11.8%
Cincinnati Riverfront Park	$	73,823	$	1,647,860	27.2%	4.5%	-22.7%
Park Lodge / Pavilion Deposits	$	7,320	$	284,120	9.7%	2.6%	-7.1%
Krohn Conservatory	$	512,480	$	2,510,620	26.8%	20.4%	-6.4%
Urban Forestry	$	26,048	$	335,080	43.5%	7.8%	-35.7%
Private Endowment	$	275,692	$	1,131,037	28.6%	--	--
Forestry Assessment	$	786,382	$	3,229,440	29.4%	24.4%	-5.0%
	$	**8,171,147**	**$**	**28,872,178**			

unspent dollars returned to the City

^target increases monthly

Year to Date Revenue by Fund
As of October 31, 2025

Fund Description	FY26 Revenue	FY26 Budget	Target % Revenue	Actual % Revenue	% Variance
318 - Sawyer Point	$318,426	$648,500	41.1%	49.1%	8.0%
326 - Parks Donations and Special Activity	$276,964	$715,250	32.8%	38.7%	5.9%
329 - Smale Fund	$406,034	$1,431,000	27.1%	28.4%	1.3%
330 - Park Lodge/Pavilion Deposit	$17,490	$282,630	61.4%	6.2%	-55.2%
332 - Krohn Conservatory	$588,657	$1,805,000	25.1%	32.6%	7.5%
Grand Total	**$1,607,572**	**$4,882,380**			

Park Board Fund Balances
As of October 31, 2025

Cincinnati Park Board

Fund Balances

Fund	Name	Balance as of Beg of FY 24	Beg of FY 25	Beg of FY 26	End of 1st Qtr	10/31/25
318	Sawyer Point	$1,230,729	$1,235,689	$1,493,885	$1,532,227	$1,443,256
326	Park Misc Revenue & Special Activity	$1,172,721	$1,077,492	$497,768	$561,397	$477,150
327	WM Ampt Free Concerts	$12,942	$24,322	$20,780	$14,431	$11,072
328	Groesbeck Endowment	$149,396	$173,596	$175,140	$175,140	$167,170
329	Cincinnati Riverfront Park	$3,578,882	$3,037,841	$2,889,213	$2,998,575	$3,094,812
330	Park Lodge/Pavilion Deposits	$1,716,918	$1,844,989	$2,126,319	$2,140,726	$2,117,941
332	Krohn Conservatory	$1,779,215	$1,456,623	$1,477,001	$1,562,233	$1,347,415
335	Schmidlapp Endowment	$2,717	$4,312	$5,393	$5,393	$5,393
403	Yeatman's Cove Park Trust	$724,010	$611,709	$629,451	$634,631	$634,631
428	Urban Forestry	$583,324	$533,628	$699,244	$681,240	$683,731
430	Parks Private Endowment	$924,214	$860,715	$503,162	$327,502	$254,827
706	Ampt Trust	$138,440	$126,987	$130,446	$133,229	$133,229
707	Groesbeck Trust	$56,147	$38,688	$36,964	$38,536	$38,536
708	Schmidlapp Music	$51,112	$50,703	$51,115	$51,544	$51,544
752	Permanent Capital Improvement	$1,031,248	$928,991	$1,135,395	$1,168,869	$1,195,041
792	Forestry Assessment	$3,239,177	$3,966,880	$4,431,444	$3,979,093	$3,689,210
	Total All Funds	**$16,391,192**	**$15,973,165**	**$16,302,721**	**$16,004,767**	**$15,344,959**

Park Board Funds Remaining Available Spend As of October 31, 2025

Cincinnati Park Board
Available Spend Calculation

Fund Name	October 2025	Remaining Expenses	Remaining Revenue	Recommend Reserves	Available for Spend Dollars
318 Sawyer Point	$1,532,227	$1,274,286	$330,074	$450,000	$138,015
326 Park Donations and Special Activity	$561,397	$1,717,781	$438,286	$400,000	($1,118,098)
329 Cincinnati Riverfront Park	$2,998,575	$1,574,037	$1,024,966	$800,000	$1,649,504
330 Park Lodge/Pavilion Deposits	$2,140,726	$276,800	$265,140	$200,000	$1,929,066
332 Krohn Conservatory	$1,562,233	$1,998,140	$1,216,343	$700,000	$80,436
Total Available	**$8,795,158**	**$6,841,044**	**$3,274,809**	**$2,550,000**	**$2,678,923**

Note: Parks Finance is working on a comprehensive review of our various funds to ensure that revenues and expenses are recorded in the proper location. This review will have an impact on this slide going forward. As is seen above, the "Available for Spend Dollars" in Fund 326 is showing as a negative. This is due to revenue and associated expense items being budgeted in different funds. This process will take some time, but the reporting and tracking of revenue and expenses will be eminently more accurate once complete.

Park Board Endowment Fund Summary
As of October 31, 2025

Cincinnati Board of Park Commissioners

Endowment Fund Summary

Fund Name	Jun-22 Balance	Jun-23 Balance	Jun-24 Balance	Jun-25 Balance	End of 1st Qtr	Oct-25 Balance
Trustee						
Bettman	$2,227,929	$2,470,657	$2,794,919	$3,074,940	$3,116,799	$3,161,829
Drabner	$1,145,614	$1,280,297	$1,459,107	$1,579,007	$1,547,359	$1,686,698
Fleischmann	$745,006	$807,308	$875,328	$907,388	$890,616	$965,979
Fleischmann	$2,701,141	$3,017,938	$3,156,963	$3,417,351	$3,348,948	$3,732,216
Geier	$1,708,506	$1,908,824	$2,175,241	$2,353,904	$2,306,812	$2,514,965
Miles-Edwards	$3,864,459	$4,245,084	$5,139,297	$5,448,247	$5,427,673	$5,663,994
Levy	$32,395	$36,682	$43,339	$48,738	$49,906	$50,813
Sub-total	**$12,425,051**	**$13,766,790**	**$15,644,194**	**$16,829,577**	**$16,688,113**	**$17,776,494**
Beneficiary Only					$0	
Hauck- Sooty Acres	$486,533	$502,506	$542,363	$566,509	$590,219	$594,825
Hauck - Fountain Sq	$1,380,434	$1,390,504	$1,510,557	$1,582,237	$1,617,411	$1,661,260
Meyer	$4,299,811	$4,476,736	$4,845,413	$5,073,835	$5,288,236	$5,330,136
Sub-total	**$6,166,778**	**$6,369,747**	**$6,898,333**	**$7,222,580**	**$7,495,866**	**$7,586,221**
					$0	
Endowment Total	**$18,591,829**	**$20,136,537**	**$22,542,527**	**$24,052,157**	**$24,183,979**	**$25,362,715**
					$0	
					$0	
Commissioner Fund 430	$287,536	$924,214	$860,715	$479,910	$309,327	$254,827
Commissioner Money Market Acc	$1,704,458	$1,488,098	$1,615,023	$225,359	$1,177,497	$1,341,778
Commissioner Investment Acct	$3,003,382	$1,586,535	$1,663,058	$1,132,404	$1,143,115	$987,417
Total Commissioner Dollars	**$4,995,376**	**$3,998,846**	**$4,138,796**	**$1,837,673**	**$2,629,939**	**$2,584,022**
					$0	
Grand Total	**$23,587,205**	**$24,135,383**	**$26,681,323**	**$25,889,830**	**$26,813,918**	**$27,946,737**

Appendix - Fund Descriptions

FUND 318 – SAWYER POINT

"To account for receipts and expenditures in the operation and maintenance of the Bicentennial Commons at Sawyer Point, including the support of capital improvements, and all monies received from fees and contributions" – 6/18/88

- Appropriated Fund
- Restricted Fund
- Revenue that goes into this account:
  - BOV revenue
  - rentals and permits in Bicentennial Commons

FUND 326 – PARK MISCELLANEOUS REVENUE AND SPECIAL ACTIVITY

" For the purpose of accounting for revenue from various park programs and events for operating expenses related to parks " – 10/30/2018

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
  - Program revenue
  - Event revenue
  - Rentals and permits
  - Concession sales
  - Donations

FUND 327 – W.M. AMPT FREE CONCERTS FUND

" To account for money received as income from Investment of bequest and expenditures for the costs of concerts in various parks " – 7/1/28

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
  - Investment income from endowment

FUND 328 – GROESBECK ENDOWMENT FUND

" To account for money received from the investment of bequest and expenditures for the cost of concerts in Burnet Woods " – 7/1/28

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
  - Investment income from endowment

Appendix - Fund Descriptions

FUND 329 – CINCINNATI RIVERFRONT PARK FUND

“ To accept donations, program funds, event funds, lease revenues, and common area maintenance (CAM) income from public and private entities to be used for park operations, maintenance, programs, events, and capital replacement of the Cincinnati Riverfront Park ” – 9/22/09

- Appropriated Fund
- Restricted Fund
- Revenue that goes into this account:
    - Donations
    - Program funds
    - Event funds
    - Lease revenues
    - CAM charges
    - Interest income on the balance of the fund

FUND 330 – PARK LODGE/PAVILION DEPOSITS

“ To account for deposits made for the use of the lodges and the expenditure for the maintenance of the lodges, replacements of damages to the lodges and refunds of overages contained in the amounts collected ” - 1937

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
    - Donations

FUND 332 – KROHN CONSERVATORY

“ To deposit and expend monies collected by the Park Board Volunteers through the Friends of Krohn organization ” – 9/14/88

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
    - Krohn gate admissions
    - Krohn gift shop revenue
    - Friends of Krohn memberships

Appendix - Fund Descriptions

FUND 428 – URBAN FORESTRY

" To receive funds from the sale of forest products, donations, permit fees, and compensatory payments and to make such expenditures to maintain the Urban Forest Management Program " – 10/14/81

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
  - Revenue from the sale of forest products
  - Donations
  - Permit fees
  - Compensatory Damage Payments

FUND 430 – PARKS PRIVATE ENDOWMENT

" To account for revenue from various private endowments to be used for park operations, maintenance, programs, events, and capital projects at only Parks facilities " – 10/30/18

- Unappropriated Fund
- Unrestricted Fund
- Revenue that goes into this account:
  - Endowment distributions

FUND 752 – PARK BOARD PERMANENT IMPROVEMENT FUND

" To account for the revenue received from the rental or sale of any park property. Expenditures may be made for maintaining and operating the property, including the payment of taxes, pending the use of the property for park purposes, and purchasing, constructing, or acquiring permanent improvements for park purposes, but only when specifically authorized by ordinance ." – 12/31/52

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
  - Revenue from rental or sale of any park property

FUND 792 – FORESTRY ASSESSMENT

"To account for the deposits and expenditures of the Urban Forestry Program" – 1985

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
  - Assessment revenue

Appendix - Fund Descriptions

Additional Funds supporting Parks Activities:

050 – City of Cincinnati General Fund

- Appropriated Fund
- Restricted Fund
- Revenue that goes into this account:
    - City Tax Revenue

107 – Cincinnati Stormwater Fund

- Unappropriated Fund
- Restricted Fund
- Revenue that goes into this account:
    - City Stormwater Fees

301 – Street Construction Maintenance

- Appropriated Fund
- Restricted Fund
- Revenue that goes into this account:
    - Ohio Motorvehicle Tax Revenue

302 – Income Tax Infrastructure

- Appropriated Fund
- Restricted Fund
- Revenue that goes into this account:
    - Income Tax Infrastructure revenue