



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final Budget and Finance Committee

Chairperson David Mann

Vice Chair Chris Seelbach

Councilmember Jan-Michele Kearney

Councilmember Greg Landsman

Councilmember Betsy Sundermann

Councilmember Wendell Young

Monday, January 4, 2021

1:00 PM

Council Chambers, Room 300

PUBLIC HEARING

ROLL CALL

PRESENTATION

**Calendar Year 2022
Tentative Tax Budget Overview**

AGENDA

Begin Public Hearing

1. [202002188](#) RESOLUTION (LEGISLATIVE) (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 12/16/2020, ADOPTING the Calendar Year Budget for Current Operating Expenses of the City of Cincinnati for the calendar year 2022 and submitting the same to the County Auditor. (VERSION A)

Sponsors: City Manager

Attachments: [Transmittal Version A](#)
[Resolution Version A](#)
[Attachment Version A](#)

2. [202002187](#) RESOLUTION (LEGISLATIVE) (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 12/16/2020, Adopting the Calendar Year Budget for Current Operating Expenses of the City of Cincinnati for the calendar year 2022 and submitting the same to the County Auditor. (VERSION B)
- Sponsors:** City Manager
- Attachments:** [Transmittal Version B](#)
[Resolution B VERSION](#)
[Attachment Version B](#)
3. [202002189](#) RESOLUTION (LEGISLATIVE) (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 12/16/2020, DESIGNATING specific City personnel to request advances from the Auditor of Hamilton County as required by Sections 321.34 of the Ohio Revised Code and REQUESTING that the Auditor of Hamilton County draw, and the Treasurer of Hamilton County pay on such draft to the Treasurer of the City of Cincinnati weekly beginning January 4, 2021 funds derived from such taxes which may be in the county treasury to the account of the City of Cincinnati.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Legislative Resolution](#)

End Public Hearing

4. [202002352](#) PRESENTATION submitted by Paula Boggs Muething, City Manager, dated 1/4/2021, regarding 2022 Tentative Tax Budget
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Presentation](#)
5. [202001976](#) REPORT, dated 12/16/2020, submitted by Paula Boggs Muething, Interim City Manager, regarding Implementation of Tax Increment Financing District Policy for Affordable Housing. (SEE REFERENCE DOC #202000851)
- Sponsors:** City Manager
- Attachments:** [Report](#)

6. [202002025](#) REPORT, dated 12/16/2020, submitted by Paula Boggs Muething, City Manager, regarding City Assistance to Support Homeownership & Analysis of a Loan Fund for Homeowner Repairs. (SEE REFERENCE DOCUMENT #202001394)
- Sponsors:** City Manager
- Attachments:** [Report](#)
7. [202002141](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 12/16/2020, AUTHORIZING the payment of \$29,352.38 as a moral obligation to Environmental & Safety Solutions, Inc. for contact tracing services and nurse and medical assistant services provided to the Cincinnati Health Department in connection with the COVID-19 pandemic.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
8. [202002142](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 12/16/2020, AUTHORIZING the City Manager to execute a Property Sale Agreement with the Ohio Historical Society, doing business as Ohio History Connection, for the sale of City-owned real property generally located along Foraker Avenue and Martin Luther King Jr. Drive, adjacent to the Harriet Beecher Stowe House Local Historic Landmark, in the Walnut Hills neighborhood of Cincinnati.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment](#)
9. [202002186](#) REPORT, dated 12/16/2020, submitted by Paula Boggs Muething, City Manager, regarding Cincinnati Health Department Behavioral Health Services Partnership. (SEE REFERENCE DOC #202001900)
- Sponsors:** City Manager
- Attachments:** [Report](#)

10. [202002192](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 12/16/2020, AMENDING Ordinance No. 79-1981 to modify the revocable street privilege granted thereunder to the Cincinnati Metropolitan Housing Authority, which revocable street privilege authorized the construction and maintenance of certain retaining structures in City-owned right-of-way in order to provide lateral support for a portion of Westwood Northern Boulevard.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Exhibit A](#)

11. [202002219](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 12/16/2020, AUTHORIZING the City Manager to execute a Lease Agreement with OTR Collective LLC, doing business as Cobblestone OTR, pursuant to which the City will lease a portion of Baldwin Alley south of West 12th Street in the Over-the-Rhine neighborhood for a term of up to twenty years.

Sponsors: City Manager

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

12. [202002353](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 1/4/2021, ESTABLISHING new capital improvement program project account no. 980x233x212351, "Street Rehabilitation OPWC Grants," for the purpose of providing Ohio Public Works Commission ("OPWC") grant resources for the repair and resurfacing of streets under the Street Rehabilitation Program, including repairs to curbs, pavements, and resurfacing the roadway; AUTHORIZING the City Manager to accept and appropriate grant resources in an amount up to \$1,850,000 from OPWC Funding Round 34 to the newly established capital improvement program project account no. 980x233x212351, "Street Rehabilitation OPWC Grants", for the purpose of providing resources in the amount of up to \$700,000 for the Galbraith Road Rehabilitation project located in the Hartwell neighborhood, and in the amount of up to \$1,150,000 for the Red Bank Expressway Rehabilitation project located in the Madisonville neighborhood; and further AUTHORIZING the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Sponsors: City Manager

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

13. [202002359](#) ORDINANCE (EMERGENCY), dated 12/29/2020, submitted by Vice Mayor Smitherman, from Andrew W. Garth, Interim City Solicitor, AUTHORIZING the City Manager to take all necessary action to defer collection of 2021 dance hall licensing fees for six months, notwithstanding the terms of Chapter 829 of the Cincinnati Municipal Code, in recognition of the impact of the ongoing COVID-19 pandemic and government restrictions on the operations of bars, restaurants, and other entertainment venues that function as public dance halls.

Sponsors: Smitherman

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

Items Held in Committee

14. [202002226](#) ORDINANCE EMERGENCY, dated 12/10/2020, submitted by Councilmember Greg Landsman, from Andrew W. Garth, Interim City Solicitor, ESTABLISHING and City Council policy for evaluating real property tax incentives authorized by the City of Cincinnati.

Sponsors: Landsman

Attachments: [Transmittal](#)
[Emergency Ordinance](#)
[Attachment](#)

ADJOURNMENT

December 16, 2020

To: Mayor and Members of City Council 202002188
From: Paul Boggs Muething, City Manager
Subject: EMERGENCY RESOLUTION–Adopting the Annual Tentative Tax Budget for 2022-Version A

Submitted herewith is a resolution captioned as follows:

Adopting the Calendar Year Budget for Current Operating Expenses of the City of Cincinnati for the calendar year 2022 and submitting the same to the County Auditor.

Approval of the Resolution and Tentative Tax Budget will allow the City of Cincinnati to meet the technical requirements of state law under which the City must: a) prepare a Tentative Tax Budget; and b) adopt the Tentative Tax Budget by January 15th and submit it to the Hamilton County Auditor no later than January 20th preceding the calendar year to which it applies.

Please note that approval by the City Council of these items to meet the state’s technical requirements does not set the final FY 2022 Budget which runs from July 1, 2021 to June 30, 2022. The FY 2022 Recommended Budget will be structurally balanced and submitted for approval to the City Council prior to June 30, 2021.

The CY 2022 Tentative Tax Budget contains the required information on all required funds, including the General Fund. As required by law, a public hearing is scheduled for January 4, 2021 at 1:00 pm in the Budget and Finance Committee. This Tentative Tax Budget must be approved by the City Council no later than January 15, 2021, per the Ohio Revised Code.

The CY 2022 Tentative Tax Budget – Version A sets the operating millage at 6.1mills. The 6.1 operating millage is a 1.08 mill increase above the CY 2021 operating millage of 5.02 mills, and the increase generates an additional \$2.8 million in property tax dollars in the General Fund for FY 2022. The 1.08 mill increase equates to a \$33 annual property tax increase per \$100,000 of residential property value. The debt service millage is estimated to remain at 7.5 mills for CY 2022.

Version A projects revenue of \$429.9 million and expenditures of \$452.8 million. The additional \$2.8 million of property tax revenue generated from the 1.08 mill reduces the projected deficit to \$22.9 million excluding the use of prior year fund balance as compared to

Version B. The deficit is a result of the growth in expenditures outpacing the revenue growth. Projected increases to expenditures for FY 2022 include a 5% cost-of-living-adjustment (COLA) for sworn employees and a 2% COLA for non-sworn employees, as well as an increase to health care premiums for CY 2022. The projected deficit also includes known cost increases expected in FY 2022 for items such as increases to sworn overtime to offset projected attrition, a Fire Recruit Class, and various contractual increases including the expanded Police ShotSpotter contract. Without raising revenues, the reduction to close the deficit equates to a 5.06% across the board reduction for all departments or a 15.77% reduction if public safety departments are exempt from cuts. The Administration is working to identify solutions to close the operating deficit and will ultimately recommend a structurally balanced budget for FY 2022. It has become increasingly difficult to balance the budget given the annual reductions in expenditures by non-public safety departments without reducing service levels and layoffs.

The CY 2022 Tentative Tax Budget is being transmitted with two versions for consideration as follows:

	Version A	Version B
CY 2021 Operating Mills	5.02	5.02
Proposed CY 2022 Operating Mills	6.10	5.15
Projected FY 2022 GF Budget Deficit	\$ (22,905,140)	\$ (25,665,408)
Proposed CY 2022 Debt Mills	7.50	7.50

The Administration recommends approval of the attached Version A, CY 2022 Tentative Tax Budget and Emergency Resolution.

c: Christopher A. Bigham, Assistant City Manager
 Karen Alder, Finance Director

Attachments

EMERGENCY

Legislative Resolution

KKF

AWG

RESOLUTION NO. _____ - 2021

ADOPTING the Calendar Year Budget for Current Operating Expenses of the City of Cincinnati for the calendar year 2022 and submitting the same to the County Auditor.

WHEREAS, there has been prepared a tentative Calendar Year Budget of Current Operating Expenses of the City of Cincinnati for the calendar year 2022 showing detailed estimates of all balances that will be available at the beginning of the calendar year 2022 for the purposes of such calendar year and of all revenues to be received for such calendar year including all general and special taxes, fees, costs, percentages, penalties, allowances, prerequisites, and all other types of classes of revenue; also estimates of all expenditures or changes in or for the purposes of such calendar year to be paid or met from the said revenues and balances; and otherwise conforming with the requirements of the charter and ordinances of the City of Cincinnati; and

WHEREAS, said Calendar Year Budget of Current Operating Expenses will be made conveniently available for public inspection for at least ten days by having at least two copies thereof on file in the offices of the Director of Finance and the Clerk of Council; and

WHEREAS, the Council will set a public hearing as to said Budget of which public notice will be given by publication not less than ten days prior to the date of said hearing; now, therefore,

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

Section 1. That the Calendar Year Budget of Current Operating Expenses heretofore submitted, copies of which have been and are on file in the offices of the Director of Finance and the Clerk of Council, that provides 6.1 mills for the operating property tax for calendar year 2022 and 7.5 mills to cover current outstanding debt service and the planned fiscal year 2022 General Capital Budget, is hereby adopted as the official Calendar Year of Current Operating Expenses of the City of Cincinnati for the calendar year 2022.

Section 2. That the Clerk is hereby authorized and directed to certify a copy of said official Budget of Current Operating Expenses and a copy of this resolution and transmit the same to the Auditor of Hamilton County, Ohio.

Section 3. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that Calendar Year Budget is adopted by the time required by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

2022 TAX BUDGET

OF THE

CITY OF CINCINNATI, OHIO

Version A
General Fund- 6.1 mills
Debt Service- 7.5 mills

Version A
6.1 mill
7.5 mill

City of Cincinnati
 Hamilton County, Ohio

This Budget must be adopted by the Council or other legislative body on or before January 15th, and two copies must be submitted to the County Auditor on or before January 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:
 The following Budget calendar year beginning January 1, 2022, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND (Include only those funds which are requesting general property tax revenue)	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved by Budget Commission Inside 10 Mill Limitation	Budget Year Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERNMENT FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
GENERAL FUND *	31,748,268				
BOND RETIREMENT *	42,750,000				
BOTH AMOUNTS INCLUDE REAL PROPERTY TAX REDUCTIONS PAYABLE FROM THE STATE OF OHIO					
PROPRIETARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
FIDUCIARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
TOTAL ALL FUNDS	74,498,268				

* 2022 Fiscal Year Revenue

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

General Fund Estimated Revenue	2021 Calendar Year		TOTAL CALENDAR YEAR 2021	2022 Calendar Year		TOTAL CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
	1/1/2021	7/1/2021		1/1/2022	7/1/2022		
	6/30/2021 (2)	12/31/2021 (3)		6/30/2022 (4)	12/31/2022 (5)		
Local Taxes							
General Property Tax - Real Estate	13,326,696	12,852,312	26,179,008	16,453,310	15,866,690	32,320,000	29,305,622
Tangible Personal Property Tax							
Municipal Income Tax	143,196,185	147,804,572	291,000,757	163,362,949	147,804,572	311,167,521	311,167,521
Short Term Rental Excise Tax	100,000	175,000	275,000	175,000	175,000	350,000	350,000
Other Local Taxes	2,100,000	2,242,750	4,342,750	1,757,198	2,242,750	3,999,948	3,999,948
Total Local Taxes	158,722,881	163,074,634	321,797,515	181,748,457	166,089,012	347,837,469	344,823,091
Intergovernmental Revenues							
LGF State	96,190	82,385	178,575	79,565	82,385	161,950	161,950
Local Government	6,631,000	5,825,812	12,456,812	5,669,825	5,825,812	11,495,637	11,495,637
Estate Tax							
Cigarette Tax		15,000	15,000		15,000	15,000	15,000
License Tax							
Liquor and Beer Permits	100,000	575,000	675,000	100,000	575,000	675,000	675,000
Casino	2,000,000	4,000,000	6,000,000	4,000,000	4,000,000	8,000,000	8,000,000
Gasoline Tax							
Library and Local Government Support Fund							
Property Tax Allocation	1,241,846	1,193,146	2,434,992	1,249,500	1,200,500	2,450,000	2,442,646
Public Utility Property Tax Reimbursement							
Other State Shared Taxes and Permits							
Total State Shared Taxes and Permits	10,069,036	11,691,343	21,760,379	11,098,890	11,698,697	22,797,587	22,790,233
Federal Grants or Aid							
State Grants or Aid							
Other Grants or Aid	612,000	600,000	1,212,000		600,000	600,000	600,000
Total Intergovernmental Revenues	10,681,036	12,291,343	22,972,379	11,098,890	12,298,697	23,397,587	23,390,233
Special Assessments							
Charges for Services	8,201,000	19,337,000	27,538,000	9,822,810	19,337,000	29,159,810	29,159,810
Fines, Licenses, and Permits	12,637,920	13,527,473	26,165,393	11,398,136	13,537,973	24,936,109	24,925,609
Miscellaneous	766,338	1,743,000	2,509,338	1,730,695	1,732,500	3,463,195	3,473,695
Proceeds from Sale of Debt							
Transfers							
Advances							
Other Sources	2,750,000	2,062,500	4,812,500	2,072,500	2,062,500	4,135,000	4,135,000
Total Revenue	193,759,175	212,035,950	405,795,125	217,871,488	215,057,682	432,929,170	429,907,438

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION (1)	2021 Calendar Year		TOTAL CALENDAR YEAR 2021	2022 Calendar Year		TOTAL CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
	1/1/2021 6/30/2021 (2)	7/1/2021 12/31/2021 (3)		1/1/2022 6/30/2022 (4)	7/1/2022 12/31/2022 (5)		
EXPENDITURES							
Security of Persons and Property							
Personal Services	129,459,794	140,238,762	269,698,556	140,238,762	145,106,597	285,345,359	280,477,524
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	12,811,138	13,687,238	26,498,376	13,687,238	13,824,074	27,511,312	27,374,476
Capital Outlay	0	0					
Total Security of Persons and Property	142,270,932	153,926,000	296,196,932	153,926,000	158,930,671	312,856,671	307,852,000
Leisure Time Activities							
Personal Services	8,847,285	10,615,691	19,462,976	10,615,691	10,827,988	21,443,679	21,231,382
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	3,013,320	3,060,283	6,073,603	3,060,283	3,090,856	6,151,139	6,120,566
Capital Outlay	12,670	12,797	25,467	12,797	12,925	25,722	25,594
Total Leisure Time Activities	11,873,275	13,688,771	25,562,046	13,688,771	13,931,769	27,620,540	27,377,542
Community Environment							
Personal Services	4,396,765	5,670,399	10,067,164	5,670,399	5,783,802	11,454,201	11,340,798
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	1,582,985	4,563,571	6,146,556	4,563,571	4,609,201	9,172,772	9,127,142
Capital Outlay	0	0					
Total Community Environment	5,979,750	10,233,970	16,213,720	10,233,970	10,393,003	20,626,973	20,467,940
Basic Utility Services							
Personal Services	2,861,205	3,033,991	5,895,196	3,033,991	3,094,668	6,128,659	6,067,982
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	3,781,935	3,857,253	7,639,188	3,857,253	3,895,829	7,753,082	7,714,506
Capital Outlay	0	0					
Total Basic Utility Services	6,643,140	6,891,244	13,534,384	6,891,244	6,990,497	13,881,741	13,782,488

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION (1)	2021 Calendar Year		TOTAL CALENDAR YEAR 2021	2022 Calendar Year		TOTAL CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
	1/1/2021 6/30/2021 (2)	7/1/2021 12/31/2021 (3)		1/1/2022 6/30/2022 (4)	7/1/2022 12/31/2022 (5)		
	Transportation						
Personal Services	434,615	582,815	1,017,430	582,815	594,470	1,177,285	1,165,630
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	1,010,120	1,020,223	2,030,343	1,020,223	1,030,424	2,050,647	2,040,446
Capital Outlay	0	0					
Total Transportation	1,444,735	1,603,038	3,047,773	1,603,038	1,624,894	3,227,932	3,206,076
General Government							
Personal Services	18,886,523	20,288,756	39,175,279	20,288,756	20,689,835	40,978,591	40,577,512
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	9,852,906	8,586,146	18,439,052	8,586,146	8,668,992	17,255,138	17,172,292
Capital Outlay	0	0					
Total General Government	28,739,429	28,874,902	57,614,331	28,874,902	29,358,827	58,233,729	57,749,804
Debt Service							
Redemption of Principal	0	0					
Interest	0	0					
Other Debt Service	0	0					
Total Debt Service	0	0					
Other Uses of Funds							
Transfers	11,457,441	11,188,364	22,645,805	11,188,364	11,383,793	22,572,157	22,376,728
Advances	0	0					
Contingencies	0	0	0	0	0		
Other Uses of Funds	0	0					
Total Other Uses of Funds	11,457,441	11,188,364	22,645,805	11,188,364	11,383,793	22,572,157	22,376,728
TOTAL EXPENDITURES	208,408,702	226,406,289	434,814,991	226,406,289	232,613,454	459,019,743	452,812,578
Revenues over/(under) Expenditures	(14,649,527)	(14,370,339)	(29,019,866)	(8,534,801)	(17,555,772)	(26,090,573)	(22,905,140)
Beginning Unencumbered Balance	21,012,744	6,363,217	21,012,744	(8,007,122)	(16,541,923)	(8,007,122)	6,363,217
Estimated Expenditure Savings		0					
Ending Cash Fund Balance	6,363,217	(8,007,122)	(8,007,122)	(16,541,923)	(34,097,695)	(34,097,695)	(16,541,923)
Estimated Encumbrances (outstanding at year end)							
Estimated Ending Unencumbered Fund Balance							

FUND NAME: Bond Retirement

FUND TYPE/CLASSIFICATION: Debt Service

DESCRIPTION (1)	2021 Calendar Year		TOTAL	2022 Calendar Year		TOTAL	TOTAL
	1/1/2021 6/30/2021 (2)	7/1/2021 12/31/2021 (3)	CALENDAR YEAR 2021	1/1/2022 6/30/2022 (4)	7/1/2022 12/31/2022 (5)	CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
REVENUE							
Property Taxes							
Real&PUPP	19,968,172	19,257,165	39,225,337	19,968,172	19,257,165	39,225,337	39,225,337
Rollback&Homestead	1,797,578	1,727,085	3,524,663	1,797,578	1,727,085	3,524,663	3,524,663
State TPP&PUPP Reimbursements							
Transfers and Other Revenue	65,467,331	41,727,900	107,195,231	15,489,502	38,583,348	54,072,851	57,217,403
TOTAL REVENUE	87,233,081	62,712,150	149,945,232	37,255,252	59,567,598	96,822,851	99,967,403
EXPENDITURES							
Personal Services	155,207	155,207	310,414	155,207	155,207	310,414	310,414
Other Operations and Maintenance	1,182,447	1,182,447	2,364,894	1,182,447	1,182,447	2,364,894	2,364,894
Other Expenses including Master Lease	96,120	6,487,492	6,583,611	58,238	5,159,037	5,217,276	6,545,730
Redemptions	61,660,000	77,023,000	138,683,000	11,445,000	59,097,000	70,542,000	88,468,000
Interest	11,042,395	9,617,442	20,659,837	10,039,709	8,779,709	18,819,418	18,397,151
Transfers Out							
Includes Reserve for Calls and Redemptions of:							
(A) 8,268,327 2021 Calendar Year							
(B) 7,624,638 2022 Calendar Year							
(C) 8,305,854 2021/2022 Fiscal Year							
TOTAL EXPENDITURES	74,136,169	94,465,587	168,601,756	22,880,601	74,373,400	97,254,002	116,086,189
Revenues Over (Under) Expenditures	13,096,912	(31,753,437)	(18,656,525)	14,374,651	(14,805,802)	(431,151)	(16,118,786)
Beginning Unencumbered Fund Balance	45,914,000	59,010,912	45,914,000	27,257,475	41,632,126	27,257,475	59,010,912
Ending Cash Fund Balance	59,010,912	27,257,475	27,257,475	41,632,126	26,826,325	26,826,325	42,892,126
Estimated Encumbrances (outstanding at end of year)			(A)			(B)	(C)
Estimated Ending Unencumbered Fund Balance							

SUM NECESSARY FOR REDEMPTION
AND INTEREST ON BONDS ISSUED AND OUTSTANDING
TAX - SUPPORTED DEBT

Bond Numbers	Fiscal Year 2022			7/1/2021 6/30/2022 Total	Bonds and Notes Outstanding 7/1/2021	Calendar Year 2022			1/1/2022 12/31/2022 Total	Bonds and Notes Outstanding 1/1/2022
	Other Expenses	Redemptions	Interest			Other Expenses	Redemptions	Interest		
G 1336	0	1,120,000	78,400	1,198,400	\$ 2,240,000	0	\$ 1,120,000	\$ 56,000	\$ 1,176,000	\$ 1,120,000
G 1338A	0	1,590,000	103,469	1,693,469	3,435,000	0	530,000	63,719	593,719	1,845,000
G 1339,1340,1341,1342,1345, 1348, 1349A, 1349D, 1349K, 1349O, 1349P, 1349Q	0	5,685,000	450,013	6,135,013	12,470,000	0	6,385,000	315,450	6,700,450	6,785,000
G 1347	0	135,000	11,475	146,475	540,000	0	135,000	10,125	145,125	405,000
G 1351,1352,1354,1362,1363D, 1363F,1363L,1363M,1363Q, 1363R	0	3,190,000	922,500	4,112,500	20,045,000	0	3,185,000	842,750	4,027,750	16,855,000
G 1367, 1368, 1373D, 1373E, 1373L, 1373M, 1373N, 1373T, 1373U	0	1,915,000	724,250	2,639,250	20,240,000	0	1,695,000	685,950	2,380,950	18,325,000
G 1375, 1376, 1377, 1378	0	2,255,000	640,388	2,895,388	21,200,000	0	940,000	584,013	1,524,013	18,945,000
G 1388,1389,1390,1393B,1393C 1393D,1393E,1393F,1393I, 1393K, 1393L, 1393O, 1393R	0	1,755,000	2,364,200	4,119,200	53,005,000	0	1,750,000	2,346,650	4,096,650	51,250,000
G 1395, 1396, 1397, 1398	0	2,745,000	1,127,525	3,872,525	25,995,000	0	2,745,000	1,058,900	3,803,900	23,250,000
G 1400, 1402, 1403, 1405, 1406, 1407	0	5,210,000	2,177,533	7,387,533	52,690,000	0	5,205,000	2,047,283	7,252,283	47,480,000
G 1409C,1409D,1409E,1409F 1409G,1409N,1409P,1409T	0	520,000	724,226	1,244,226	36,870,000	0	530,000	721,964	1,251,964	36,350,000
G 1410, 1411, 1412	0	696,940	336,375	1,033,315	24,247,399	0	1,950,459	622,950	2,573,409	23,550,459
Tax - Supported Debt before Estimated New Sale of Debt and Administrative Expenses		26,816,940	9,660,352	36,477,294	\$ 272,977,399	0	26,170,459	9,355,753	35,526,213	\$ 246,160,459
Estimated New 2021 Sale of Debt		0	0	0			0	0		
Estimated New 2022 Sale of Debt		1,300,000	631,000	1,931,000			3,067,000	1,260,000	4,327,000	
Administrative Expenses	\$ 2,675,308			2,675,308		\$ 2,675,308			2,675,308	
Tax - Supported Debt	\$ 2,675,308	\$ 28,116,940	\$ 10,291,352	\$ 41,083,602		\$ 2,675,308	\$ 29,237,459	\$ 10,615,753	\$ 42,528,521	
Less : Income from Investments and Balance	0	0	200,000	200,000		0	0	200,000	200,000	
Debt Service Requirement	\$ 2,675,308	\$ 28,116,940	\$ 10,091,352	\$ 40,883,602		\$ 2,675,308	\$ 29,237,459	\$ 10,415,753	\$ 42,328,521	
		A	B				A	B		

NOTE: The excess millage required over the City's share (3.52 mills) is authorized by the Charter of the City of Cincinnati, Article 8, Section 4. The required excess is to be added to the outside millage.

SUM NECESSARY FOR REDEMPTION
AND INTEREST ON BONDS ISSUED AND OUTSTANDING
SELF - SUPPORTED DEBT

Bond Numbers	Bonds and Notes Outstanding 7/1/2021	Fiscal	Bonds and Notes Outstanding 1/1/2022	Calendar
		Year 2022 Redemptions & Interest Due 7/1/2021 6/30/2022		Year 2022 Redemptions & Interest Due 1/1/2022 12/31/2022
Serviced by revenue from Cincinnati Southern Railway, includes projected debt service G 1364D, GN 403	\$ 15,428,000	\$ 38,340,101	\$ 0	\$ 23,005,000
Serviced by revenue from Blue Ash Revenue Stream G 1384, 1385, 1386	14,365,000	986,989	13,810,000	996,650
Serviced by revenue from Bond Proceeds & Excess Bond Proceeds G 1386	-	3,536	-	-
Serviced by revenue from Cincinnati Parks Foundation GN 399	2,775,000	2,778,608	-	-
Serviced by Urban Renewal revenue G 1335A, 1338D, 1349M, 1349S, 1363C, 1363J, 1364A, 1364B, 1374, 1393T, 1409R	7,455,000	1,394,382	6,290,000	1,400,876
Serviced by Energy Savings G 1349C, 1349F, 1360, 1361, 1393N, 1393P, 1409M	5,041,381	895,783	4,351,381	880,864
Serviced by General Fund Appropriation G 1345, 1350, 1363A, 1365, 1393I, 1409Q, 1415A	48,230,819	3,812,059	45,596,139	3,670,066
Sec. 133.04(B)(5)- Judgment G 1338C, 1365, 1366, 1415A, 1415B	16,434,181	1,010,796	15,778,861	1,020,232
Serviced by Lunken Airport revenues G 1338E, 1349L, 1363B, 1393S	167,500	37,625	137,500	31,875
Serviced by Metropolitan Sewer District revenues G 1363S, 1373A, 1382, 1383, 1392, 1399, 1404, 1413	8,015,000	1,042,675	7,270,000	1,059,050
Serviced by Municipal Income Tax revenue, includes projected debt service G 1319, 1320, 1324, 1329, 1330, 1338B, 1343, 1344, 1349H, 1349N, 1349T, 1355, 1356, 1357, 1359, 1363E, 1363K, 1363P, 1363W, 1363X, 1360, 1370, 1373I, 1373J, 1379, 1380, 1391, 1393A, 1393G, 1393H, 1393Q, 1393U, 1394, 1401, 1408, 1409A, 1409B, 1409H, 1409I, 1409J, 1409S, 1409W, 1414	102,852,432	11,642,068	94,877,432	12,431,865
Serviced by Parking System revenues G 1358, 1387E, 1409K	8,025,000	884,082	7,350,000	863,171
Serviced by Premium G 1399, 1401, 1404, 1408, 1410, 1411, 1412, 1413	3,252,312	3,686,014	786,586	1,377,867
Serviced by Golf revenues G 1338E, 1349L, 1363B, 1393S, 1414	1,457,500	331,250	1,192,500	329,625
Serviced by Service Payments in Lieu of Taxes G 1337, 1346, 1349B, 1349R, 1363I, 1363N, 1363O, 1363T, 1363U, 1363V, 1372, 1373B, 1373F, 1373G, 1373K, 1373O, 1373P, 1373Q, 1373R, 1373S, 1387F, 1393J, 1393M, 1409Q, 1409U, 1409V	50,020,000	5,788,271	45,935,000	5,696,300
Serviced by Special Assessment revenues G 1381	850,000	65,850	810,000	69,850
Serviced by Stormwater Management Utility revenues, includes projected debt service G 1382, 1383, 1392, 1399, 1404, 1413	23,436,476	1,814,683	22,429,142	2,371,416
Serviced by Zoological Society revenues and reserves G 1364E	355,000	359,860	-	-
The following debt is not a general obligation of the City: Serviced by Water System revenues and reserves Series 2011A, Series 2012A, Series 2015 A, B & C, Series 2016 A, B & C, Series 2017, Series 2019 A & B, Series 2020A	421,950,000	39,338,125	398,620,000	39,746,474
Serviced by Developer Payments, Urban Renewal revenue, Service Payment in Lieu of Taxes, & Municipal Income Tax revenue Convergys - R2007, R2012A	6,975,000	2,468,758	4,740,000	2,516,003
Keystone - R2014A, R2014L, 2016B, 2016C	13,416,080	886,137	13,051,276	887,141
Baldwin - R2016D	23,545,000	1,617,275	22,845,000	1,633,275
Madison - R2016E	3,745,000	332,625	3,520,000	339,250
Graeters - R2009A	5,735,000	773,953	5,200,000	784,925
Columbia Square - R2016G	2,310,000	202,731	2,165,000	201,281
USquare - R2011A	15,165,000	1,531,463	14,230,000	1,542,438
Jordan Crossing (Port Authority) - R2015A	5,305,000	383,044	5,110,000	381,094
Mercer Commons - R2015B	4,105,000	299,156	3,955,000	297,656
Seymour Plaza (Port Authority) - R2015C	1,960,000	138,800	1,885,000	138,050
McMillan - R2015D	2,130,000	149,356	2,050,000	148,556
Incline Parking Garage - R2015E	1,460,000	106,506	1,400,000	110,906
Avondale Blight - R2015F	1,625,000	148,565	1,545,000	152,165
Evanston - R2015G	620,000	57,830	590,000	57,140
Walnut Hills - R2015H	2,830,000	257,365	2,690,000	260,475
Men's Shelter - HUD 108 Loan	4,900,000	500,763	4,550,000	496,650
Vernon Manor - R2016A	5,755,000	333,356	5,615,000	335,556
OTR Arts (Music Hall) - R2016F, R2018A	14,365,000	1,106,409	13,775,000	1,104,609
Industrial Site Redevelopment (Port Authority) - R2018B	2,250,000	214,219	2,125,000	212,188
Hudepohl Brewery Remediation - R2018C	890,000	93,385	830,000	97,410

Other Funds Receiving Tax Settlement Payments
 Revenues, Expenditures, and Fund Balance
 Fiscal Year 2022

Fund Description	Fiscal Year 2022											
	Revenues				Expenditures				Revenues Over(Under) Expenditures	Beginning Unencumbered Fund Balance	Ending Cash Fund Balance	Bonds and Notes Outstanding 7/1/2021
	Settlement Payments		Transfers and Other	Total Revenue	Redemptions	Interest	Other	Total Expenditures				
	7/1/2021 12/31/21	1/1/2022 6/30/2022										
Urban Renewal Debt Retirement	4,210,279	3,135,319	328,120	7,673,718	3,351,178	479,652	826,598	4,657,429	3,016,289	34,374,203	37,390,493	14,047,076
Household Sewage Treatment	281	281	48,000	48,561	0	0	48,280	48,280	281	136,171	136,452	0
Avondale	130,738	130,738	0	261,476	80,000	71,365	79,836	231,201	30,275	750,790	781,064	1,705,000
Queensgate South/Spur	262,477	262,477	0	524,954	60,000	35,320	375,058	470,378	54,576	890,157	944,733	945,000
Downtown South/Riverfront	3,290,819	3,290,819	157,031	6,738,668	2,819,757	282,050	2,914,996	6,016,803	721,865	4,071,025	4,792,890	12,712,839
Downtown/OTR West	2,441,164	2,441,164	27	4,882,355	0	0	5,865,823	5,865,823	(983,468)	5,115,275	4,131,807	0
Downtown/OTR East	5,027,865	5,027,865	0	10,055,730	2,400,000	1,267,300	3,174,537	6,841,837	3,213,893	11,305,184	14,519,077	34,800,000
Center Hill-Carthage/Spur	14,478	14,478	0	28,957	0	0	8,415	8,415	20,542	292,556	313,099	0
Walnut Hills	596,466	596,466	0	1,192,932	275,000	175,849	819,117	1,269,966	(77,034)	1,542,616	1,465,582	3,960,000
East Walnut Hills	663,251	663,251	0	1,326,503	95,000	58,075	2,389,974	2,543,049	(1,216,546)	2,285,499	1,068,953	1,190,000
CUF/Heights	1,358,162	1,358,568	795,711	3,512,442	900,000	626,238	2,091,375	3,617,612	(105,170)	4,376,162	4,270,991	16,065,000
Corryville	1,514,618	1,514,618	117,716	3,146,952	175,000	60,050	1,080,392	1,315,442	1,831,510	2,860,552	4,692,062	1,645,000
Bond Hill	178,427	178,427	0	356,853	0	0	103,304	103,304	253,549	606,547	860,096	0
Evanston	71,686	71,686	0	143,372	75,000	42,221	43,186	160,407	(17,035)	887,000	869,965	875,000
Municipal Public Improvt	4,165,145	4,165,145	471,653	8,801,943	1,622,339	1,721,627	5,040,835	8,384,802	417,141	4,300,704	4,717,845	45,895,758
West Price Hill	7,131	7,131	3,186	17,449	35,000	16,450	24,998	76,448	(58,999)	58,999	0	435,000
Price Hill	16,869	16,869	0	33,737	0	0	95,195	95,195	(61,458)	121,994	60,536	0
East Price Hill	140,423	140,423	116,700	397,546	125,000	67,756	142,255	335,011	62,535	0	62,535	2,105,000
Lower Price Hill	52,082	52,082	0	104,164	0	0	30,858	30,858	73,306	386,103	459,409	0
Westwood 1	29,887	29,887	0	59,774	0	0	17,526	17,526	42,248	155,077	197,325	0
Westwood 2	17,161	17,161	23,509	57,830	35,000	16,700	10,309	62,009	(4,179)	4,179	0	440,000
Madisonville	1,275,060	1,275,060	0	2,550,119	385,000	186,700	1,690,824	2,262,524	287,595	1,642,369	1,929,964	5,565,000
Oakley	595,045	595,045	0	1,190,090	115,000	64,350	346,629	525,979	664,111	1,815,562	2,479,673	680,000
Urban Redevelopment Tax Inc.	4,892,684	4,892,684	344,399	10,129,767	1,090,000	1,082,562	6,747,620	8,920,182	1,209,585	4,926,355	6,135,940	14,590,000
Urban Redevelopment Tax Inc. II	1,604,582	1,604,582	0	3,209,164	0	0	1,598,816	1,598,816	1,610,348	97,000	1,707,348	0
Sidewalks	62,172	62,172	250,657	375,000	0	0	153,020	153,020	221,980	1,141,086	1,363,066	0
Forestry	119,716	119,716	2,093,905	2,333,337	0	0	2,294,170	2,294,170	39,167	1,710,412	1,749,579	0
Bld., Light,Energy&Maint.	17,710	17,710	1,000,000	1,035,421	0	0	765,720	765,720	269,701	852,920	1,122,621	0
Private Street Dedication	2,579	2,579	0	5,158	0	0	130	130	5,028	237,964	242,992	0
Downtown Special Improvements	1,362,775	1,362,775	0	2,725,550	0	0	2,725,550	2,725,550	0	0	0	0
Total	\$ 34,121,732	\$ 33,047,177	\$ 5,750,614	\$ 72,919,522	\$ 13,638,274	\$ 6,254,266	\$ 41,505,346	\$ 61,397,886	\$ 11,521,636	\$ 86,944,462	\$ 98,466,097	\$ 157,655,673

Other Funds Receiving Tax Settlement Payments
Revenues and Expenditures
Calendar Year 2022

Calendar Year 2022									
Fund Description	Revenues				Expenditures				Bonds and Notes Outstanding 1/1/2022
	Settlement Payments		Transfers and Other	Total Revenue	Redemptions	Interest	Other	Total Expenditures	
	1/1/2022 6/30/2022	7/1/2022 12/31/2022							
Urban Renewal Debt Retirement	4,210,279	3,135,319	328,120	7,673,718	3,150,564	462,401	820,941	4,433,907	11,081,420
Household Sewage Treatment	281	281	48,000	48,561	0	0	48,280	48,280	0
Avondale	130,738	130,738	0	261,476	80,000	69,965	79,836	229,801	1,625,000
Queensgate South/Spur	262,477	262,477	0	524,954	60,000	34,360	152,519	246,879	885,000
Downtown South/Riverfront	3,290,819	3,290,819	157,031	6,738,668	2,762,254	306,392	605,982	3,674,629	11,609,005
Downtown/OTR West	2,441,164	2,441,164	27	4,882,355	0	0	2,871,689	2,871,689	0
Downtown/OTR East	5,027,865	5,027,865	0	10,055,730	2,420,000	1,212,300	3,920,902	7,553,202	32,400,000
Center Hill-Carthage/Spur	14,478	14,478	0	28,957	0	0	8,415	8,415	0
Walnut Hills	596,466	596,466	0	1,192,932	275,000	170,950	937,919	1,383,869	3,685,000
East Walnut Hills	663,251	663,251	0	1,326,503	95,000	55,700	389,974	540,674	1,095,000
CUF/Heights	1,358,162	1,358,568	760,664	3,477,394	935,000	610,488	1,841,484	3,386,972	15,165,000
Corryville	1,514,618	1,514,618	117,716	3,146,952	175,000	56,300	1,859,814	2,091,114	1,470,000
Bond Hill	178,427	178,427	0	356,853	0	0	103,304	103,304	0
Evanston	71,686	71,686	0	143,372	70,000	40,512	43,186	153,698	800,000
Municipal Public Improvnt	4,165,145	4,165,145	471,653	8,801,943	1,596,141	1,696,525	3,544,846	6,837,512	44,373,419
West Price Hill	7,131	7,131	46,373	60,635	40,000	15,750	4,885	60,635	400,000
Price Hill	16,869	16,869	0	33,737	0	0	10,195	10,195	0
East Price Hill	140,423	140,423	116,700	397,546	130,000	65,856	142,255	338,111	1,980,000
Lower Price Hill	52,082	52,082	0	104,164	0	0	30,858	30,858	0
Westwood 1	29,887	29,887	0	59,774	0	0	17,526	17,526	0
Westwood 2	17,161	17,161	0	34,321	40,000	16,000	10,309	66,309	405,000
Madisonville	1,275,060	1,275,060	0	2,550,119	395,000	178,825	740,824	1,314,649	5,180,000
Oakley	595,045	595,045	0	1,190,090	120,000	61,650	346,629	528,279	565,000
Urban Redevelopment Tax Inc.	4,892,684	4,892,684	344,399	10,129,767	500,000	769,122	8,683,720	9,952,841	13,500,000
Urban Redevelopment Tax Inc. II	1,604,582	1,604,582	0	3,209,164	0	0	1,598,816	1,598,816	0
Sidewalks	62,172	62,172	250,657	375,000	0	0	153,020	153,020	0
Forestry	119,716	119,716	2,093,905	2,333,337	0	0	2,294,170	2,294,170	0
Blvd., Light,Energy&Maint.	17,710	17,710	1,000,000	1,035,421	0	0	765,720	765,720	0
Private Street Dedication	2,579	2,579	0	5,158	0	0	130	130	0
Downtown Special Improvements	1,362,775	1,362,775		2,725,550	0	0	2,725,550	2,725,550	0
Total	\$ 34,121,732	\$ 33,047,177	\$ 5,735,244	\$ 72,904,152	\$ 12,843,959	\$ 5,823,096	\$ 34,753,699	\$ 53,420,754	\$ 146,218,844

December 16, 2020

To: Mayor and Members of City Council 202002187
From: Paula Boggs Muething, City Manager
Subject: EMERGENCY RESOLUTION–Adopting the Annual Tentative Tax Budget for
2022-Version B

Submitted herewith is a resolution captioned as follows:

ADOPTING the Calendar Year Budget for Current Operating Expenses of the City of Cincinnati for the calendar year 2022 and submitting the same to the County Auditor.

Approval of the Resolution and Tentative Tax Budget will allow the City of Cincinnati to meet the technical requirements of state law under which the City must: a) prepare a Tentative Tax Budget; and b) adopt the Tentative Tax Budget by January 15th and submit it to the Hamilton County Auditor no later than January 20th preceding the calendar year to which it applies.

Please note that approval by the City Council of these items to meet the state’s technical requirements does not set the final FY 2022 Budget which runs from July 1, 2021 to June 30, 2022. The FY 2022 Recommended Budget will be structurally balanced and submitted for approval to the City Council prior to June 30, 2021.

The CY 2022 Tentative Tax Budget contains the required information on all required funds, including the General Fund. As required by law, a public hearing is scheduled for January 4, 2021 at 1:00 p.m. in the Budget and Finance Committee. This Tentative Tax Budget must be approved by the City Council no later than January 15, 2021, per the Ohio Revised Code.

The CY 2022 Tentative Tax Budget includes estimated property tax revenue for CY 2022, based on the current property valuations provided by the Hamilton County Auditor. Once the Tentative Tax Budget is passed, the County will utilize the actual property valuations to generate property taxes. Therefore, this is the only opportunity for City Council to set the property tax revenue estimate for CY 2022.

The CY 2022 Tentative Tax Budget – Version B incorporates the current City Council policy of establishing fixed operating property tax revenue of \$28.988 million, which results in a millage rate estimated at 5.15 mills. The CY 2021 operating millage is 5.02 mills. The debt service millage is estimated to remain at 7.5 mills for CY 2022.

Version B projects revenue of \$427.1 million and expenditures of \$452.8 million and results in a FY 2022 projected operating deficit of \$25.7 million excluding the use of prior year fund balance. The Version B deficit is \$2.8 million more than Version A, which is recommended by the Administration. The deficit is a result of the growth in expenditures outpacing the revenue growth. Projected increases to expenditures for FY 2022 include a 5% cost-of-living-adjustment (COLA) for sworn employees and a 2% COLA for non-sworn employees, as well as an increase to health care premiums for CY 2022. The projected deficit also includes known cost increases expected in FY 2022 for items such as increases to sworn overtime to offset projected attrition, a Fire Recruit Class, and various contractual increases including the expanded Police ShotSpotter contract. Without raising revenues, the reduction to close the deficit equates to a 5.67% across the board reduction for all departments or a 17.67% reduction if public safety departments are exempt from cuts. The Administration is working to identify solutions to close the operating deficit and will ultimately recommend a structurally balanced budget for FY 2022. It has become increasingly difficult to balance the budget given the annual reductions in expenditures by non-public safety departments without reducing service levels and layoffs.

The CY 2022 Tentative Tax Budget is being transmitted with two versions for consideration as follows:

	Version A	Version B
CY 2021 Operating Mills	5.02	5.02
Proposed CY 2022 Operating Mills	6.10	5.15
Projected FY 2022 GF Budget Deficit	\$ (22,905,140)	\$ (25,665,408)
Proposed CY 2022 Debt Mills	7.50	7.50

The Administration recommends approval of Version A, CY 2022 Tentative Tax Budget and Emergency Resolution.

c: Christopher A. Bigham, Assistant City Manager
 Karen Alder, Finance Director

Attachments

EMERGENCY

Legislative Resolution

KKF/B *AWB*

RESOLUTION NO. _____ - 2021

ADOPTING the Calendar Year Budget for Current Operating Expenses of the City of Cincinnati for the calendar year 2022 and submitting the same to the County Auditor.

WHEREAS, there has been prepared a tentative Calendar Year Budget of Current Operating Expenses of the City of Cincinnati for the calendar year 2022 showing detailed estimates of all balances that will be available at the beginning of the calendar year 2022 for the purposes of such calendar year and of all revenues to be received for such calendar year including all general and special taxes, fees, costs, percentages, penalties, allowances, prerequisites, and all other types of classes of revenue; also estimates of all expenditures or changes in or for the purposes of such calendar year to be paid or met from the said revenues and balances; and otherwise conforming with the requirements of the charter and ordinances of the City of Cincinnati; and

WHEREAS, said Calendar Year Budget of Current Operating Expenses will be made conveniently available for public inspection for at least ten days by having at least two copies thereof on file in the offices of the Director of Finance and the Clerk of Council; and

WHEREAS, the Council will set a public hearing as to said Budget of which public notice will be given by publication not less than ten days prior to the date of said hearing; now, therefore,

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

Section 1. That the Calendar Year Budget of Current Operating Expenses heretofore submitted, copies of which have been and are on file in the offices of the Director of Finance and the Clerk of Council, that provides for an estimated revenue of \$28.988 million operating property tax for fiscal year 2022 based on the appropriate millage as calculated by the County Auditor and 7.5 mills to cover current outstanding debt service and the planned fiscal year 2022 General Capital Budget, is hereby adopted as the official Calendar Year of Current Operating Expenses of the City of Cincinnati for the calendar year 2022.

Section 2. That the Clerk is hereby authorized and directed to certify a copy of said official Budget of Current Operating Expenses and a copy of this resolution and transmit the same to the Auditor of Hamilton County, Ohio.

Section 3. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that Calendar Year Budget is adopted by the time required by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

2022 TAX BUDGET

OF THE

CITY OF CINCINNATI, OHIO

Version B
General Fund- 28.988 mill
Debt Service- 7.5 mill

Version B
28.988 mill
7.5 mill

City of Cincinnati
 Hamilton County, Ohio

This Budget must be adopted by the Council or other legislative body on or before January 15th, and two copies must be submitted to the County Auditor on or before January 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:
 The following Budget calendar year beginning January 1, 2022, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND (Include only those funds which are requesting general property tax revenue)	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved by Budget Commission Inside 10 Mill Limitation	Budget Year Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERNMENT FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
GENERAL FUND *	28,988,000				
BOND RETIREMENT *	42,750,000				
BOTH AMOUNTS INCLUDE REAL PROPERTY TAX REDUCTIONS PAYABLE FROM THE STATE OF OHIO					
PROPRIETARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
FIDUCIARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
TOTAL ALL FUNDS	71,738,000				

* 2022 Fiscal Year Revenue

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

General Fund Estimated Revenue	2021 Calendar Year		TOTAL CALENDAR YEAR 2021	2022 Calendar Year		TOTAL CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
	1/1/2021	7/1/2021		1/1/2022	7/1/2022		
	6/30/2021 (2)	12/31/2021 (3)		6/30/2022 (4)	12/31/2022 (5)		
Local Taxes							
General Property Tax - Real Estate	13,326,696	12,852,312	26,179,008	13,693,042	13,208,685	26,901,727	26,545,354
Tangible Personal Property Tax							
Municipal Income Tax	143,196,185	147,804,572	291,000,757	163,362,949	147,804,572	311,167,521	311,167,521
Short Term Rental Excise Tax	100,000	175,000	275,000	175,000	175,000	350,000	350,000
Other Local Taxes	2,100,000	2,242,750	4,342,750	1,757,198	2,242,750	3,999,948	3,999,948
Total Local Taxes	158,722,881	163,074,634	321,797,515	178,988,189	163,431,007	342,419,196	342,062,823
Intergovernmental Revenues							
LGF State	96,190	82,385	178,575	79,565	82,385	161,950	161,950
Local Government	6,631,000	5,825,812	12,456,812	5,669,825	5,825,812	11,495,637	11,495,637
Estate Tax							
Cigarette Tax		15,000	15,000		15,000	15,000	15,000
License Tax							
Liquor and Beer Permits	100,000	575,000	675,000	100,000	575,000	675,000	675,000
Casino	2,000,000	4,000,000	6,000,000	4,000,000	4,000,000	8,000,000	8,000,000
Gasoline Tax							
Library and Local Government Support Fund							
Property Tax Allocation	1,241,846	1,193,146	2,434,992	1,249,500	1,200,500	2,450,000	2,442,646
Public Utility Property Tax Reimbursement							
Other State Shared Taxes and Permits							
Total State Shared Taxes and Permits	10,069,036	11,691,343	21,760,379	11,098,890	11,698,697	22,797,587	22,790,233
Federal Grants or Aid							
State Grants or Aid							
Other Grants or Aid	612,000	600,000	1,212,000		600,000	600,000	600,000
Total Intergovernmental Revenues	10,681,036	12,291,343	22,972,379	11,098,890	12,298,697	23,397,587	23,390,233
Special Assessments							
Charges for Services	8,201,000	19,337,000	27,538,000	9,822,810	19,337,000	29,159,810	29,159,810
Fines, Licenses, and Permits	12,637,920	13,527,473	26,165,393	11,398,136	13,537,973	24,936,109	24,925,609
Miscellaneous	766,338	1,743,000	2,509,338	1,730,695	1,732,500	3,463,195	3,473,695
Proceeds from Sale of Debt							
Transfers							
Advances							
Other Sources	2,750,000	2,062,500	4,812,500	2,072,500	2,062,500	4,135,000	4,135,000
Total Revenue	193,759,175	212,035,950	405,795,125	215,111,220	212,399,677	427,510,897	427,147,170

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION (1)	2021 Calendar Year		TOTAL CALENDAR YEAR 2021	2022 Calendar Year		TOTAL CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
	1/1/2021 6/30/2021 (2)	7/1/2021 12/31/2021 (3)		1/1/2022 6/30/2022 (4)	7/1/2022 12/31/2022 (5)		
EXPENDITURES							
Security of Persons and Property							
Personal Services	129,459,794	140,238,762	269,698,556	140,238,762	145,106,597	285,345,359	280,477,524
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	12,811,138	13,687,238	26,498,376	13,687,238	13,824,074	27,511,312	27,374,476
Capital Outlay	0	0					
Total Security of Persons and Property	142,270,932	153,926,000	296,196,932	153,926,000	158,930,671	312,856,671	307,852,000
Leisure Time Activities							
Personal Services	8,847,285	10,615,691	19,462,976	10,615,691	10,827,988	21,443,679	21,231,382
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	3,013,320	3,060,283	6,073,603	3,060,283	3,090,856	6,151,139	6,120,566
Capital Outlay	12,670	12,797	25,467	12,797	12,925	25,722	25,594
Total Leisure Time Activities	11,873,275	13,688,771	25,562,046	13,688,771	13,931,769	27,620,540	27,377,542
Community Environment							
Personal Services	4,396,765	5,670,399	10,067,164	5,670,399	5,783,802	11,454,201	11,340,798
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	1,582,985	4,563,571	6,146,556	4,563,571	4,609,201	9,172,772	9,127,142
Capital Outlay	0	0					
Total Community Environment	5,979,750	10,233,970	16,213,720	10,233,970	10,393,003	20,626,973	20,467,940
Basic Utility Services							
Personal Services	2,861,205	3,033,991	5,895,196	3,033,991	3,094,668	6,128,659	6,067,982
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	3,781,935	3,857,253	7,639,188	3,857,253	3,895,829	7,753,082	7,714,506
Capital Outlay	0	0					
Total Basic Utility Services	6,643,140	6,891,244	13,534,384	6,891,244	6,990,497	13,881,741	13,782,488

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION (1)	2021 Calendar Year		TOTAL CALENDAR YEAR 2021	2022 Calendar Year		TOTAL CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
	1/1/2021 6/30/2021 (2)	7/1/2021 12/31/2021 (3)		1/1/2022 6/30/2022 (4)	7/1/2022 12/31/2022 (5)		
	Transportation						
Personal Services	434,615	582,815	1,017,430	582,815	594,470	1,177,285	1,165,630
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	1,010,120	1,020,223	2,030,343	1,020,223	1,030,424	2,050,647	2,040,446
Capital Outlay	0	0					
Total Transportation	1,444,735	1,603,038	3,047,773	1,603,038	1,624,894	3,227,932	3,206,076
General Government							
Personal Services	18,886,523	20,288,756	39,175,279	20,288,756	20,689,835	40,978,591	40,577,512
Travel Transportation	0	0					
Contractual Services	0	0					
Supplies and Materials	9,852,906	8,586,146	18,439,052	8,586,146	8,668,992	17,255,138	17,172,292
Capital Outlay	0	0					
Total General Government	28,739,429	28,874,902	57,614,331	28,874,902	29,358,827	58,233,729	57,749,804
Debt Service							
Redemption of Principal	0	0					
Interest	0	0					
Other Debt Service	0	0					
Total Debt Service	0	0					
Other Uses of Funds							
Transfers	11,457,441	11,188,364	22,645,805	11,188,364	11,383,793	22,572,157	22,376,728
Advances	0	0					
Contingencies	0	0	0	0	0		
Other Uses of Funds	0	0					
Total Other Uses of Funds	11,457,441	11,188,364	22,645,805	11,188,364	11,383,793	22,572,157	22,376,728
TOTAL EXPENDITURES	208,408,702	226,406,289	434,814,991	226,406,289	232,613,454	459,019,743	452,812,578
Revenues over/(under) Expenditures	(14,649,527)	(14,370,339)	(29,019,866)	(8,534,801)	(17,555,772)	(26,090,573)	(22,905,140)
Beginning Unencumbered Balance	21,012,744	6,363,217	21,012,744	(8,007,122)	(16,541,923)	(8,007,122)	6,363,217
Estimated Expenditure Savings		0					
Ending Cash Fund Balance	6,363,217	(8,007,122)	(8,007,122)	(16,541,923)	(34,097,695)	(34,097,695)	(16,541,923)
Estimated Encumbrances (outstanding at year end)							
Estimated Ending Unencumbered Fund Balance							

FUND NAME: Bond Retirement

FUND TYPE/CLASSIFICATION: Debt Service

DESCRIPTION (1)	2021 Calendar Year		TOTAL	2022 Calendar Year		TOTAL	TOTAL
	1/1/2021 6/30/2021 (2)	7/1/2021 12/31/2021 (3)	CALENDAR YEAR 2021	1/1/2022 6/30/2022 (4)	7/1/2022 12/31/2022 (5)	CALENDAR YEAR 2022	FISCAL YEAR 2021/2022
REVENUE							
Property Taxes							
Real&PUPP	19,968,172	19,257,165	39,225,337	19,968,172	19,257,165	39,225,337	39,225,337
Rollback&Homestead	1,797,578	1,727,085	3,524,663	1,797,578	1,727,085	3,524,663	3,524,663
State TPP&PUPP Reimbursements							
Transfers and Other Revenue	65,467,331	41,727,900	107,195,231	15,489,502	38,583,348	54,072,851	57,217,403
TOTAL REVENUE	87,233,081	62,712,150	149,945,232	37,255,252	59,567,598	96,822,851	99,967,403
EXPENDITURES							
Personal Services	155,207	155,207	310,414	155,207	155,207	310,414	310,414
Other Operations and Maintenance	1,182,447	1,182,447	2,364,894	1,182,447	1,182,447	2,364,894	2,364,894
Other Expenses including Master Lease	96,120	6,487,492	6,583,611	58,238	5,159,037	5,217,276	6,545,730
Redemptions	61,660,000	77,023,000	138,683,000	11,445,000	59,097,000	70,542,000	88,468,000
Interest	11,042,395	9,617,442	20,659,837	10,039,709	8,779,709	18,819,418	18,397,151
Transfers Out							
Includes Reserve for Calls and Redemptions of:							
(A) 8,268,327 2021 Calendar Year							
(B) 7,624,638 2022 Calendar Year							
(C) 8,305,854 2021/2022 Fiscal Year							
TOTAL EXPENDITURES	74,136,169	94,465,587	168,601,756	22,880,601	74,373,400	97,254,002	116,086,189
Revenues Over (Under) Expenditures	13,096,912	(31,753,437)	(18,656,525)	14,374,651	(14,805,802)	(431,151)	(16,118,786)
Beginning Unencumbered Fund Balance	45,914,000	59,010,912	45,914,000	27,257,475	41,632,126	27,257,475	59,010,912
Ending Cash Fund Balance	59,010,912	27,257,475	27,257,475	41,632,126	26,826,325	26,826,325	42,892,126
Estimated Encumbrances (outstanding at end of year)			(A)			(B)	(C)
Estimated Ending Unencumbered Fund Balance							

SUM NECESSARY FOR REDEMPTION
AND INTEREST ON BONDS ISSUED AND OUTSTANDING
TAX - SUPPORTED DEBT

Bond Numbers	Fiscal Year 2022			7/1/2021 6/30/2022 Total	Bonds and Notes Outstanding 7/1/2021	Calendar Year 2022			1/1/2022 12/31/2022 Total	Bonds and Notes Outstanding 1/1/2022
	Other Expenses	Redemptions	Interest			Other Expenses	Redemptions	Interest		
G 1336	0	1,120,000	78,400	1,198,400	\$ 2,240,000	0	\$ 1,120,000	\$ 56,000	\$ 1,176,000	\$ 1,120,000
G 1338A	0	1,590,000	103,469	1,693,469	3,435,000	0	530,000	63,719	593,719	1,845,000
G 1339,1340,1341,1342,1345, 1348, 1349A, 1349D, 1349K, 1349O, 1349P, 1349Q	0	5,685,000	450,013	6,135,013	12,470,000	0	6,385,000	315,450	6,700,450	6,785,000
G 1347	0	135,000	11,475	146,475	540,000	0	135,000	10,125	145,125	405,000
G 1351,1352,1354,1362,1363D, 1363F,1363L,1363M,1363Q, 1363R	0	3,190,000	922,500	4,112,500	20,045,000	0	3,185,000	842,750	4,027,750	16,855,000
G 1367, 1368, 1373D, 1373E, 1373L, 1373M, 1373N, 1373T, 1373U	0	1,915,000	724,250	2,639,250	20,240,000	0	1,695,000	685,950	2,380,950	18,325,000
G 1375, 1376, 1377, 1378	0	2,255,000	640,388	2,895,388	21,200,000	0	940,000	584,013	1,524,013	18,945,000
G 1388,1389,1390,1393B,1393C 1393D,1393E,1393F,1393I, 1393K, 1393L, 1393O, 1393R	0	1,755,000	2,364,200	4,119,200	53,005,000	0	1,750,000	2,346,650	4,096,650	51,250,000
G 1395, 1396, 1397, 1398	0	2,745,000	1,127,525	3,872,525	25,995,000	0	2,745,000	1,058,900	3,803,900	23,250,000
G 1400, 1402, 1403, 1405, 1406, 1407	0	5,210,000	2,177,533	7,387,533	52,690,000	0	5,205,000	2,047,283	7,252,283	47,480,000
G 1409C,1409D,1409E,1409F 1409G,1409N,1409P,1409T	0	520,000	724,226	1,244,226	36,870,000	0	530,000	721,964	1,251,964	36,350,000
G 1410, 1411, 1412	0	696,940	336,375	1,033,315	24,247,399	0	1,950,459	622,950	2,573,409	23,550,459
Tax - Supported Debt before Estimated New Sale of Debt and Administrative Expenses		26,816,940	9,660,352	36,477,294	\$ 272,977,399	0	26,170,459	9,355,753	35,526,213	\$ 246,160,459
Estimated New 2021 Sale of Debt		0	0	0			0	0		
Estimated New 2022 Sale of Debt		1,300,000	631,000	1,931,000			3,067,000	1,260,000	4,327,000	
Administrative Expenses	\$ 2,675,308			2,675,308		\$ 2,675,308			2,675,308	
Tax - Supported Debt	\$ 2,675,308	\$ 28,116,940	\$ 10,291,352	\$ 41,083,602		\$ 2,675,308	\$ 29,237,459	\$ 10,615,753	\$ 42,528,521	
Less : Income from Investments and Balance	0	0	200,000	200,000		0	0	200,000	200,000	
Debt Service Requirement	\$ 2,675,308	\$ 28,116,940	\$ 10,091,352	\$ 40,883,602		\$ 2,675,308	\$ 29,237,459	\$ 10,415,753	\$ 42,328,521	
		A	B				A	B		

NOTE: The excess millage required over the City's share (3.52 mills) is authorized by the Charter of the City of Cincinnati, Article 8, Section 4. The required excess is to be added to the outside millage.

SUM NECESSARY FOR REDEMPTION
AND INTEREST ON BONDS ISSUED AND OUTSTANDING
SELF - SUPPORTED DEBT

Bond Numbers	Bonds and Notes Outstanding 7/1/2021	Fiscal	Bonds and Notes Outstanding 1/1/2022	Calendar
		Year 2022 Redemptions & Interest Due 7/1/2021 6/30/2022		Year 2022 Redemptions & Interest Due 1/1/2022 12/31/2022
Serviced by revenue from Cincinnati Southern Railway, includes projected debt service G 1364D, GN 403	\$ 15,428,000	\$ 38,340,101	\$ 0	\$ 23,005,000
Serviced by revenue from Blue Ash Revenue Stream G 1384, 1385, 1386	14,365,000	986,989	13,810,000	996,650
Serviced by revenue from Bond Proceeds & Excess Bond Proceeds G 1386	-	3,536	-	-
Serviced by revenue from Cincinnati Parks Foundation GN 399	2,775,000	2,778,608	-	-
Serviced by Urban Renewal revenue G 1335A, 1338D, 1349M, 1349S, 1363C, 1363J, 1364A, 1364B, 1374, 1393T, 1409R	7,455,000	1,394,382	6,290,000	1,400,876
Serviced by Energy Savings G 1349C, 1349F, 1360, 1361, 1393N, 1393P, 1409M	5,041,381	895,783	4,351,381	880,864
Serviced by General Fund Appropriation G 1345, 1350, 1363A, 1365, 1393I, 1409Q, 1415A	48,230,819	3,812,059	45,596,139	3,670,066
Sec. 133.04(B)(5)- Judgment G 1338C, 1365, 1366, 1415A, 1415B	16,434,181	1,010,796	15,778,861	1,020,232
Serviced by Lunken Airport revenues G 1338E, 1349L, 1363B, 1393S	167,500	37,625	137,500	31,875
Serviced by Metropolitan Sewer District revenues G 1363S, 1373A, 1382, 1383, 1392, 1399, 1404, 1413	8,015,000	1,042,675	7,270,000	1,059,050
Serviced by Municipal Income Tax revenue, includes projected debt service G 1319, 1320, 1324, 1329, 1330, 1338B, 1343, 1344, 1349H, 1349N, 1349T, 1355, 1356, 1357, 1359, 1363E, 1363K, 1363P, 1363W, 1363X, 1360, 1370, 1373I, 1373J, 1379, 1380, 1391, 1393A, 1393G, 1393H, 1393Q, 1393U, 1394, 1401, 1408, 1409A, 1409B, 1409H, 1409I, 1409J, 1409S, 1409W, 1414	102,852,432	11,642,068	94,877,432	12,431,865
Serviced by Parking System revenues G 1358, 1387E, 1409K	8,025,000	884,082	7,350,000	863,171
Serviced by Premium G 1399, 1401, 1404, 1408, 1410, 1411, 1412, 1413	3,252,312	3,686,014	786,586	1,377,867
Serviced by Golf revenues G 1338E, 1349L, 1363B, 1393S, 1414	1,457,500	331,250	1,192,500	329,625
Serviced by Service Payments in Lieu of Taxes G 1337, 1346, 1349B, 1349R, 1363I, 1363N, 1363O, 1363T, 1363U, 1363V, 1372, 1373B, 1373F, 1373G, 1373K, 1373O, 1373P, 1373Q, 1373R, 1373S, 1387F, 1393J, 1393M, 1409Q, 1409U, 1409V	50,020,000	5,788,271	45,935,000	5,696,300
Serviced by Special Assessment revenues G 1381	850,000	65,850	810,000	69,850
Serviced by Stormwater Management Utility revenues, includes projected debt service G 1382, 1383, 1392, 1399, 1404, 1413	23,436,476	1,814,683	22,429,142	2,371,416
Serviced by Zoological Society revenues and reserves G 1364E	355,000	359,860	-	-
The following debt is not a general obligation of the City: Serviced by Water System revenues and reserves Series 2011A, Series 2012A, Series 2015 A, B & C, Series 2016 A, B & C, Series 2017, Series 2019 A & B, Series 2020A	421,950,000	39,338,125	398,620,000	39,746,474
Serviced by Developer Payments, Urban Renewal revenue, Service Payment in Lieu of Taxes, & Municipal Income Tax revenue Convergys - R2007, R2012A	6,975,000	2,468,758	4,740,000	2,516,003
Keystone - R2014A, R2014L, 2016B, 2016C	13,416,080	886,137	13,051,276	887,141
Baldwin - R2016D	23,545,000	1,617,275	22,845,000	1,633,275
Madison - R2016E	3,745,000	332,625	3,520,000	339,250
Graeters - R2009A	5,735,000	773,953	5,200,000	784,925
Columbia Square - R2016G	2,310,000	202,731	2,165,000	201,281
USquare - R2011A	15,165,000	1,531,463	14,230,000	1,542,438
Jordan Crossing (Port Authority) - R2015A	5,305,000	383,044	5,110,000	381,094
Mercer Commons - R2015B	4,105,000	299,156	3,955,000	297,656
Seymour Plaza (Port Authority) - R2015C	1,960,000	138,800	1,885,000	138,050
McMillan - R2015D	2,130,000	149,356	2,050,000	148,556
Incline Parking Garage - R2015E	1,460,000	106,506	1,400,000	110,906
Avondale Blight - R2015F	1,625,000	148,565	1,545,000	152,165
Evanston - R2015G	620,000	57,830	590,000	57,140
Walnut Hills - R2015H	2,830,000	257,365	2,690,000	260,475
Men's Shelter - HUD 108 Loan	4,900,000	500,763	4,550,000	496,650
Vernon Manor - R2016A	5,755,000	333,356	5,615,000	335,556
OTR Arts (Music Hall) - R2016F, R2018A	14,365,000	1,106,409	13,775,000	1,104,609
Industrial Site Redevelopment (Port Authority) - R2018B	2,250,000	214,219	2,125,000	212,188
Hudepohl Brewery Remediation - R2018C	890,000	93,385	830,000	97,410

Other Funds Receiving Tax Settlement Payments
 Revenues, Expenditures, and Fund Balance
 Fiscal Year 2022

Fund Description	Fiscal Year 2022											
	Revenues				Expenditures				Revenues Over(Under) Expenditures	Beginning Unencumbered Fund Balance	Ending Cash Fund Balance	Bonds and Notes Outstanding 7/1/2021
	Settlement Payments		Transfers and Other	Total Revenue	Redemptions	Interest	Other	Total Expenditures				
	7/1/2021 12/31/21	1/1/2022 6/30/2022										
Urban Renewal Debt Retirement	4,210,279	3,135,319	328,120	7,673,718	3,351,178	479,652	826,598	4,657,429	3,016,289	34,374,203	37,390,493	14,047,076
Household Sewage Treatment	281	281	48,000	48,561	0	0	48,280	48,280	281	136,171	136,452	0
Avondale	130,738	130,738	0	261,476	80,000	71,365	79,836	231,201	30,275	750,790	781,064	1,705,000
Queensgate South/Spur	262,477	262,477	0	524,954	60,000	35,320	375,058	470,378	54,576	890,157	944,733	945,000
Downtown South/Riverfront	3,290,819	3,290,819	157,031	6,738,668	2,819,757	282,050	2,914,996	6,016,803	721,865	4,071,025	4,792,890	12,712,839
Downtown/OTR West	2,441,164	2,441,164	27	4,882,355	0	0	5,865,823	5,865,823	(983,468)	5,115,275	4,131,807	0
Downtown/OTR East	5,027,865	5,027,865	0	10,055,730	2,400,000	1,267,300	3,174,537	6,841,837	3,213,893	11,305,184	14,519,077	34,800,000
Center Hill-Carthage/Spur	14,478	14,478	0	28,957	0	0	8,415	8,415	20,542	292,556	313,099	0
Walnut Hills	596,466	596,466	0	1,192,932	275,000	175,849	819,117	1,269,966	(77,034)	1,542,616	1,465,582	3,960,000
East Walnut Hills	663,251	663,251	0	1,326,503	95,000	58,075	2,389,974	2,543,049	(1,216,546)	2,285,499	1,068,953	1,190,000
CUF/Heights	1,358,162	1,358,568	795,711	3,512,442	900,000	626,238	2,091,375	3,617,612	(105,170)	4,376,162	4,270,991	16,065,000
Corryville	1,514,618	1,514,618	117,716	3,146,952	175,000	60,050	1,080,392	1,315,442	1,831,510	2,860,552	4,692,062	1,645,000
Bond Hill	178,427	178,427	0	356,853	0	0	103,304	103,304	253,549	606,547	860,096	0
Evanston	71,686	71,686	0	143,372	75,000	42,221	43,186	160,407	(17,035)	887,000	869,965	875,000
Municipal Public Improvt	4,165,145	4,165,145	471,653	8,801,943	1,622,339	1,721,627	5,040,835	8,384,802	417,141	4,300,704	4,717,845	45,895,758
West Price Hill	7,131	7,131	3,186	17,449	35,000	16,450	24,998	76,448	(58,999)	58,999	0	435,000
Price Hill	16,869	16,869	0	33,737	0	0	95,195	95,195	(61,458)	121,994	60,536	0
East Price Hill	140,423	140,423	116,700	397,546	125,000	67,756	142,255	335,011	62,535	0	62,535	2,105,000
Lower Price Hill	52,082	52,082	0	104,164	0	0	30,858	30,858	73,306	386,103	459,409	0
Westwood 1	29,887	29,887	0	59,774	0	0	17,526	17,526	42,248	155,077	197,325	0
Westwood 2	17,161	17,161	23,509	57,830	35,000	16,700	10,309	62,009	(4,179)	4,179	0	440,000
Madisonville	1,275,060	1,275,060	0	2,550,119	385,000	186,700	1,690,824	2,262,524	287,595	1,642,369	1,929,964	5,565,000
Oakley	595,045	595,045	0	1,190,090	115,000	64,350	346,629	525,979	664,111	1,815,562	2,479,673	680,000
Urban Redevelopment Tax Inc.	4,892,684	4,892,684	344,399	10,129,767	1,090,000	1,082,562	6,747,620	8,920,182	1,209,585	4,926,355	6,135,940	14,590,000
Urban Redevelopment Tax Inc. II	1,604,582	1,604,582	0	3,209,164	0	0	1,598,816	1,598,816	1,610,348	97,000	1,707,348	0
Sidewalks	62,172	62,172	250,657	375,000	0	0	153,020	153,020	221,980	1,141,086	1,363,066	0
Forestry	119,716	119,716	2,093,905	2,333,337	0	0	2,294,170	2,294,170	39,167	1,710,412	1,749,579	0
Blvd., Light,Energy&Maint.	17,710	17,710	1,000,000	1,035,421	0	0	765,720	765,720	269,701	852,920	1,122,621	0
Private Street Dedication	2,579	2,579	0	5,158	0	0	130	130	5,028	237,964	242,992	0
Downtown Special Improvements	1,362,775	1,362,775	0	2,725,550	0	0	2,725,550	2,725,550	0	0	0	0
Total	\$ 34,121,732	\$ 33,047,177	\$ 5,750,614	\$ 72,919,522	\$ 13,638,274	\$ 6,254,266	\$ 41,505,346	\$ 61,397,886	\$ 11,521,636	\$ 86,944,462	\$ 98,466,097	\$ 157,655,673

Other Funds Receiving Tax Settlement Payments
Revenues and Expenditures
Calendar Year 2022

Calendar Year 2022									
Fund Description	Revenues				Expenditures				Bonds and Notes Outstanding 1/1/2022
	Settlement Payments		Transfers and Other	Total Revenue	Redemptions	Interest	Other	Total Expenditures	
	1/1/2022 6/30/2022	7/1/2022 12/31/2022							
Urban Renewal Debt Retirement	4,210,279	3,135,319	328,120	7,673,718	3,150,564	462,401	820,941	4,433,907	11,081,420
Household Sewage Treatment	281	281	48,000	48,561	0	0	48,280	48,280	0
Avondale	130,738	130,738	0	261,476	80,000	69,965	79,836	229,801	1,625,000
Queensgate South/Spur	262,477	262,477	0	524,954	60,000	34,360	152,519	246,879	885,000
Downtown South/Riverfront	3,290,819	3,290,819	157,031	6,738,668	2,762,254	306,392	605,982	3,674,629	11,609,005
Downtown/OTR West	2,441,164	2,441,164	27	4,882,355	0	0	2,871,689	2,871,689	0
Downtown/OTR East	5,027,865	5,027,865	0	10,055,730	2,420,000	1,212,300	3,920,902	7,553,202	32,400,000
Center Hill-Carthage/Spur	14,478	14,478	0	28,957	0	0	8,415	8,415	0
Walnut Hills	596,466	596,466	0	1,192,932	275,000	170,950	937,919	1,383,869	3,685,000
East Walnut Hills	663,251	663,251	0	1,326,503	95,000	55,700	389,974	540,674	1,095,000
CUF/Heights	1,358,162	1,358,568	760,664	3,477,394	935,000	610,488	1,841,484	3,386,972	15,165,000
Corryville	1,514,618	1,514,618	117,716	3,146,952	175,000	56,300	1,859,814	2,091,114	1,470,000
Bond Hill	178,427	178,427	0	356,853	0	0	103,304	103,304	0
Evanston	71,686	71,686	0	143,372	70,000	40,512	43,186	153,698	800,000
Municipal Public Improvnt	4,165,145	4,165,145	471,653	8,801,943	1,596,141	1,696,525	3,544,846	6,837,512	44,373,419
West Price Hill	7,131	7,131	46,373	60,635	40,000	15,750	4,885	60,635	400,000
Price Hill	16,869	16,869	0	33,737	0	0	10,195	10,195	0
East Price Hill	140,423	140,423	116,700	397,546	130,000	65,856	142,255	338,111	1,980,000
Lower Price Hill	52,082	52,082	0	104,164	0	0	30,858	30,858	0
Westwood 1	29,887	29,887	0	59,774	0	0	17,526	17,526	0
Westwood 2	17,161	17,161	0	34,321	40,000	16,000	10,309	66,309	405,000
Madisonville	1,275,060	1,275,060	0	2,550,119	395,000	178,825	740,824	1,314,649	5,180,000
Oakley	595,045	595,045	0	1,190,090	120,000	61,650	346,629	528,279	565,000
Urban Redevelopment Tax Inc.	4,892,684	4,892,684	344,399	10,129,767	500,000	769,122	8,683,720	9,952,841	13,500,000
Urban Redevelopment Tax Inc. II	1,604,582	1,604,582	0	3,209,164	0	0	1,598,816	1,598,816	0
Sidewalks	62,172	62,172	250,657	375,000	0	0	153,020	153,020	0
Forestry	119,716	119,716	2,093,905	2,333,337	0	0	2,294,170	2,294,170	0
Blvd., Light,Energy&Maint.	17,710	17,710	1,000,000	1,035,421	0	0	765,720	765,720	0
Private Street Dedication	2,579	2,579	0	5,158	0	0	130	130	0
Downtown Special Improvements	1,362,775	1,362,775		2,725,550	0	0	2,725,550	2,725,550	0
Total	\$ 34,121,732	\$ 33,047,177	\$ 5,735,244	\$ 72,904,152	\$ 12,843,959	\$ 5,823,096	\$ 34,753,699	\$ 53,420,754	\$ 146,218,844

December 16, 2020

To: Mayor and Members of City Council **202002189**
From: Paula Boggs Muething, City Manager
Subject: Emergency Resolution for Annual Payment Request to Hamilton County

Transmitted herewith is a resolution captioned as follows:

DESIGNATING specific City personnel to request advances from the Auditor of Hamilton County as required by Sections 321.34 of the Ohio Revised Code and **REQUESTING** that the Auditor of Hamilton County draw, and the Treasurer of Hamilton County pay on such draft to the Treasurer of the City of Cincinnati weekly beginning January 4, 2021 funds derived from such taxes which may be in the county treasury to the account of the City of Cincinnati.

Section 321.34 of the Ohio Revised Code requires City Council to pass an official resolution each year to request the distribution of funds collected by the Hamilton County Auditor on behalf of the City of Cincinnati. This resolution allows the City Treasurer to request payment derived from estate taxes, real property taxes, and personal property taxes on a weekly basis.

This emergency resolution is recommended for approval.

c: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachment

Legislative Resolution

CFG



RESOLUTION NO. _____ -2020

DESIGNATING specific City personnel to request advances from the Auditor of Hamilton County as required by Section 321.34 of the Ohio Revised Code; and **REQUESTING** that the Auditor of Hamilton County draw, and the Treasurer of Hamilton County pay on such draft to the Treasurer of the City of Cincinnati weekly beginning January 4, 2021, funds derived from taxes which may be in the county treasury to the account of the City of Cincinnati.

WHEREAS, this Council, in accordance with provisions of law, has adopted a tax budget for the fiscal year beginning July 1, 2020; and

WHEREAS, pursuant to Section 321.34 of the Ohio Revised Code, a taxing authority may request payment from the County Auditor of funds derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision; now, therefore,

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

Section 1. That the Auditor and Treasurer of Hamilton County in accordance with Ohio Revised Code Section 321.34, be requested to draw and pay to the City of Cincinnati, on the dates indicated below, upon the written request to the County Auditor by the Finance Director, Assistant Finance Director, or the City Treasurer, funds due in any settlement of 2021 derived from taxes or other sources, payable to the County Treasurer to the account of the City of Cincinnati, and lawfully applicable for the purpose of the current fiscal year:

- January 4, 11, 19, 25
- February 1, 8, 16, 22
- March 1, 8, 15, 22, 29
- April 5, 12, 19, 26
- May 3, 10, 17, 24, 31
- June 7, 14, 21, 28
- July 6, 12, 19, 26
- August 2, 9, 16, 23, 30
- September 7, 13, 20, 27
- October 4, 11, 18, 25
- November 1, 8, 15, 22, 29
- December 6, 13, 20, 27

Section 2. That the Treasurer of the City of Cincinnati forward to the Hamilton County Auditor a certified copy of this resolution.

Section 3. That this resolution shall take effect forthwith.

Passed: _____, 2020

Mayor

Attest: _____

January 4, 2021

To: Mayor and Members of City Council
From: Paul Boggs Muething, City Manager
Subject: Presentation – 2022 Tentative Tax Budget

202002352

Attached is the presentation for the 2022 Tentative Tax Budget.

c: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachment



CY 2022 Tentative Tax Budget Overview

January 4, 2021

General Comments

- A Tentative Tax Budget (TTB) is required under Ohio State law and is submitted to the County Auditor.
- The approved TTB is the basis for establishing the CY 2022 property tax rate.
- This is the only opportunity City Council has to set a property tax millage rate for CY 2022.
- While the TTB meets the state's requirements, it does not set the FY 2022 Operating Budget.

2022 TTB — Version A and B Comparison

	Version A	Version B
CY 2021 Operating Mills	5.02	5.02
Proposed CY 2022 Operating Mills	6.10	5.15*
Projected FY 2022 GF Revenue	\$429,907,438	\$427,147,170
Projected FY 2022 GF Expenditures	\$452,812,578	\$452,812,578
Projected FY 2022 GF Budget Deficit	-\$22,905,140	-\$25,665,408
Proposed CY 2022 Debt Mills	7.50	7.50

*Projected millage based on setting property tax revenue at \$28,988,000 per the prior year City Council rollback policy.

2022 TTB - Recommendation

- The Administration is recommending Version A due to the projected deficit for FY 2022.
- City Income Tax revenue has been updated by the University of Cincinnati (UC) Economics Center's Economic Forecast and includes a 1.93% increase for FY 2022.
- UC will update the forecast in March 2021 and the updated amounts will be used as part of the FY 2022 Budget Update process.
- Expenditures have outpaced revenues due to increased labor costs, increased non-personnel costs, and increased expenditure trends in FY 2021 that will continue through FY 2022. Additionally, revenues trends have not rebounded to pre-COVID-19 levels.
- The IAFF contract expires during FY 2021; negotiations are underway. The CODE contract will expire during FY 2022 and the remaining contracts will expire during FY 2023. All contractual costs are included, with a 5.0% cost-of-living-adjustment (COLA) for FOP members. An estimated cost-of-living adjustment is included for all other contracts that will be expiring as well as non-represented employees.

Historic Millage Rates

Collection Year	General Fund Millage	County Estimated Revenue	TPP& PUPP Reimbursement from State	Resolution	Debt Service Millage	County Estimated Revenue	TPP& PUPP Reimbursement from State	Total Millage	Total Estimated Revenue
1985-1999	6.10				5.36				
1995	6.10	28,062,440		#143-1994	5.36	24,658,150		11.46	52,720,590
1996	6.10	28,060,000		#121-1995	5.36	24,656,000		11.46	52,716,000
1997	6.10	30,240,000		#150-1996	5.36	26,585,610		11.46	56,825,610
1998	6.10	28,853,000		#188-1997	5.36	25,352,800		11.46	54,205,800
1999	6.10	28,799,558		#159-1998	5.36	25,305,841		11.46	54,105,399
2000	5.54	29,242,312 ¹		#103-1999	5.36	26,329,392		10.90	55,571,704
2001	5.40	28,649,743		#172-2000	5.36	28,437,523		10.76	57,087,266
2002	5.40	28,555,479	688,245 ²	#132-2001	5.36	28,296,116	635,400 ⁴	10.76	58,175,240
2003	5.27	30,528,350	688,245 ²	#125-2002	5.36	31,033,150	635,400 ⁴	10.63	62,885,145
2004	5.00	28,300,000	688,245 ²	#120-2003	5.36	30,337,000	635,400 ⁴	10.36	59,960,645
2005	4.98	28,450,740	688,245 ²	#90-2004	5.36	30,621,680	788,284 ⁴	10.34	60,548,949
2006	4.83	27,564,810	1,419,811 ²	#68-2005	5.36	30,589,520	1,545,424 ⁴	10.19	61,119,565
2007	4.57	27,077,250	1,911,788 ²	#45-2006	5.36	31,758,000	2,073,207 ⁴	9.93	62,820,245
2008	4.53	26,525,460	2,606,406 ²	#57-2007	5.36	31,385,533	2,721,749 ⁴	9.89	63,239,148
2009	4.53	25,719,845	3,310,742 ²	#57-2008	5.36	30,432,311	3,488,187 ⁴	9.89	62,951,085
2010	4.46	25,710,339	3,328,151 ²	#52-2009	5.36	30,898,524	3,502,148 ⁴	9.82	63,439,162
2011	4.60	26,082,175	645,707 ²	#62-2010	5.47	31,015,108	3,600,381 ⁴	10.07	61,343,371
2012	4.60	23,992,902 ³		#46-2011	5.90	30,773,505	3,724,789 ⁴	10.50	58,491,196
2013	4.60	23,493,120 ³		#49-2012	6.25 ⁵	31,920,000	3,724,789 ⁴	10.85	59,137,909
2014	5.70	28,993,050		#57-2013	6.50	33,062,250	3,724,789 ⁴	12.20	65,780,089
2015	5.60	28,342,720		#37-2014	6.50	32,897,800	3,272,789 ⁴	12.10	64,513,309
2016	5.60	29,069,600		#41-2015	6.50	33,741,500	3,724,789 ⁴	12.10	66,535,889
2017	5.54	29,029,600		#25-2016	6.50	34,060,000	3,724,789 ⁴	12.04	66,814,389
2018	5.54	29,389,700		#35-2017	6.50	34,482,500		12.04	63,872,200
2019	5.16	28,988,880		#32-2018	7.26 ⁶	40,786,680		12.42	69,775,560
2020	5.19	28,988,880		#01-2019	7.26	40,786,680		12.45	69,775,560
2021	5.02	29,013,350		#21-2020	7.50	42,750,000		12.52	71,763,350

¹ In 1999, City Council set the millage for 2000 at a specific dollar amount equal to \$29,242,311 based on what was collected in 1999.

² From 2002-2011, the State of Ohio reimbursed the City for TPP & PUPP losses in operating tax revenue due to the phase out of the programs.

³ In 2012, the total property tax values decreased by 8.3%. However, City Council elected to keep the millage at 4.6 in 2012 and 2013 even though the revenue collected was significantly reduced from the rollback amount of \$28,988,000. In addition, the City no longer received any operating revenue reimbursements from the State of Ohio.

⁴ From 2002-2017, the State of Ohio reimbursed the City for TPP & PUPP losses in debt service revenue due to the phase out of the programs.

⁵ In 2012, City Council adopted \$27.9 million of one-time capital projects, including District 3 Police Station. This required a .73 millage increase

⁶ In 2018, City Council approved a 1.0 mill increase (from 6.50 to 7.50) for tax year 2019 to cover additional capital needs related to the Western Hills Viaduct, a fire training facility, women's restrooms in firehouses and other Fire Department facility related renovations.

CY 2020 City Real Estate Tax Breakdown

2019 Real Estate Tax Breakdown (Paid in CY 2020)

\$100,000 House Example

Tax Description	Current Dollars	Percentage of R/E Bill
School District	\$1,633.78	63.43%
Township	\$0.00	0.00%
City/Village		0.00%
Debt Service 7.26 Mills	\$ 224.78	8.73%
General Operating 5.16 Mills	\$ 159.76	6.20%
Joint Vocational School	\$0.00	0.00%
County General Fund	\$69.82	2.71%
Public Library	\$60.46	2.35%
Family Service/Treatment	\$10.06	0.39%
HLTH/Hospital Care-Indigent	\$50.42	1.96%
Mental Health Levy	\$48.70	1.89%
Developmental Disabilities	\$116.72	4.53%
Park District	\$30.48	1.18%
Crime Information Center	\$4.94	0.19%
Children Services	\$116.78	4.53%
Senior Services	\$38.68	1.50%
Zoological Park	\$10.46	0.41%
Annual Real Estate Tax Bill	<u>\$2,575.85</u>	<u>100.00%</u>

FY 2022-2023 Biennial Budget Process

- The Administration has implemented fee increases in two of the past three years and is not recommending any substantial fee changes for FY 2022.
- Exempting Police, Fire, and Emergency Communications results in remaining General Fund Departments facing an average 15.77% reduction based on current revenue estimates in Version A.
- If Councilmembers are recommending new or increased fees, or new or increased taxes, please submit information to the Law Department by 02/01/2021. This will allow ample time to research the feasibility and certify a reasonable revenue estimate.
- The Administration will propose a structurally balanced FY 2022-2023 Biennial Budget for approval prior to July 1, 2021.

FY 2022 Budget Policy Motion Process

Weekly Budget Presentations at Budget and Finance Committee	January 18 – March 15
City Council Submits Draft of Budget Policy Motion to Committee	March 15, 2021
Public Hearing: Budget Policy Motion	March 29, 2021
City Council Approves the Budget Policy Motion at Council Meeting	March 31, 2021

FY 2022-2023 Biennial Budget Process

City Manager's FY 2022-2023 Recommended Biennial Budget Delivered to Mayor	May 6, 2021
Mayor's Recommended Biennial Budget Delivered to the City Council	May 20, 2021
Three Public Hearings TBD	June 3, June 8, June 9
City Council Approves the FY 2022-2023 Biennial Budget	June 23, 2021

Important Dates and Deadlines

- TTB Referred on December 16, 2020.
- Budget and Finance Committee's Tentative Tax Budget Public Hearing – January 4, 2021.
- City Council approval of the Tentative Tax Budget Resolution on January 6, 2021. Must be Approved by January 15, 2021.
- Due to County Auditor's Office no later than January 20, 2021.
- County Budget Commission has final approval of millage rates. City Administration attends the Commission hearing to support the requested millage rate.

Questions?

December 16, 2020

To: Mayor and Members of City Council **202001976**
From: Paula Boggs Muething, City Manager
Subject: **Implementation of Tax Increment Financing District Policy for Affordable Housing**

Reference Document # 202000851

Cincinnati City Council at its session on June 24, 2020, passed Ordinance No. 0206-2020 which required:

Section 2. That City Council requests that the City Administration prepare a report no later than September 8, 2020 with recommendations for the immediate adoption of the policy established by this ordinance, including without limitation, (i) a method by which the amount expended on affordable housing projects from the TIF Districts each year is publicly available and (ii) the number of years an affordable housing project must meet the requirements set forth herein.

BACKGROUND

City Council Ordinance No. 0206-2020 established a policy of setting aside 25% of revenues collected within tax increment financing incentive districts (TIF District) established pursuant to Section 5709.40(C) of the Ohio Revised Code for affordable housing projects within the districts.

IMPLEMENTATION

The Department of Community & Economic Development (DCED) will entertain requests from developers and local non-profit corporations to use TIF District funds to acquire property for the construction or renovation of affordable housing or to otherwise develop affordable housing units through a formal request by submission of a financial assistance application. This method of request for assistance is similar to our already established process of requests for tax abatements, property sales, or job creation tax credits. Requests can be made throughout the year as projects are identified and all other sources of funding are secured, such as Historic Tax Credits or Low-Income Housing Tax Credits.

DCED also has an existing process for identifying and vetting potential affordable housing projects requesting gap financing from the City in its Notice of Funding Availability (NOFA). DCED's NOFA program is funded annually by City Council through the allocation of Federal

funding from the Community Development Block Grant program and HOME Investment Partnerships (HOME) program and from City Capital funding. Pending funding availability, DCED issues one NOFA each fiscal year that is split into two rounds - one in late winter (February/March) and the other in the summer (June/July). For projects recommended for funding through the NOFA process, if appropriate for a given project DCED may offer TIF District funding for projects located within a given TIF District, as TIF District funding for housing construction is limited by state law for use within the applicable TIF District. The addition of TIF District funding for affordable housing to the NOFA process will create an additional resource for affordable housing and stretch other existing resources to projects outside of TIF Districts.

TERMS OF ASSISTANCE

The intention is that the TIF District funding will be deployed as loans to selected projects. Unlike traditional bank financing, DCED will be able to provide flexible loan terms that will make more projects feasible. Such terms may include full or partial forgiveness. Loans will be awarded for up to 40% of the total project cost not to exceed \$1 million. DCED will require periods of affordability which range from 10 years to 20 years depending on the project and the requirements of the other project funding sources (HOME, Low Income Housing Tax Credits (LIHTC), etc.); however, in no circumstances will the affordability period be less than 10 years. For appropriations of TIF District funding DCED will highlight the recommended target Area Median Income as well as the required affordability period when City Council considers legislation to appropriate TIF District funding for a project.

This memo is for informational purposes.

Copy: Markiea L. Carter, Interim Director, Department of Community and Economic Development *MLC*

December 16, 2020

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: City Assistance to Support Homeownership & Analysis of a Loan Fund for Homeowner Repairs

202002025

REFERENCE DOCUMENT #202001394

Budget & Finance Committee at its meeting on September 14, 2020 referred the following item for review and report:

WE MOVE for the City Administration to deliver a report to City Council, outlining all current city government activities and programs aimed at promoting and enabling homeownership for low-income individuals and families in Cincinnati, along with an update on the impact and effectiveness of these activities. **WE FURTHER MOVE** for this report to include a feasibility analysis for providing low-income homeowners with forgivable loans to make necessary repairs and home improvements, such that the loan becomes forgivable (in full, or part) upon five (5) years of residing within the home. If such a program (or set of programs) already exists, we ask that the report outline in detail how the program(s) work, who the program(s) has served (e.g. by income-level, age, household size, and neighborhood), and recommendations for expanding such program(s) to increase impact. **WE FURTHER MOVE** for the city administration to identify funding sources that could be used to enable either the city, or a city partner organization, to complete small repairs for low-income homeowners, such that homeowners would be liable to pay back the cost of repairs on a sliding scale, depending on level of household income. Most middle-class families cannot come up with a one-time sum of \$20,000 for a new roof, for example, but could very well make important investments in their homes if granted the option to pay back the sum of repairs over time. **WE FURTHER MOVE** that this report be delivered to City Council within 14 days.

STATEMENT

This report will showcase the existing activities and programs of the City that promote and enable homeownership. Highlighted programs will include programs of general eligibility and those that are restricted to low-income families. The report will also discuss programs not currently funded by the City including a revolving loan fund to persons of higher income who are not eligible for current homeowner repair programs.

REVIEW OF EXISTING PROGRAMS FOR HOMEOWNERS: GENERAL ELIGIBILITY

Program of General Eligibility: Residential CRA

When a property owner builds a new home or invests in renovations, their property tax value can be increased by the Hamilton County Auditor resulting in higher annual tax payments. The City of Cincinnati's Residential Property Tax Abatement makes it possible for property owners to minimize the new taxes they pay when they choose to invest in new construction or renovations to properties within the City. While the Property Tax Abatement limits the increase in property taxes resulting from the new construction or renovation, the property owner continues to pay taxes on the pre-improvement value of their property during the property tax abatement term. At the end of the term of the tax abatement, the full value of the property as determined by the Hamilton County Auditor is subject to taxation, so the reduction in property tax value is of a limited duration and property owners will see an increase in annual taxes at the end of the abatement term. The term of the property tax abatement is determined by City policy but commonly between 10-15 years. During the abatement term, the savings in property taxes helps the homebuyer build up initial home equity by limiting what the homebuyer must pay annually on the property tax portion of their mortgage payment. This allows homeowners the option to make a larger home purchase or to pay down a mortgage faster. The faster paydown on a mortgage increases homeowner equity quicker which allows for several financial benefits such as refinance options or reduced need for Property Mortgage Insurance.

Program of General Eligibility: Notice of Funding Availability

The Department of Community & Economic Development Notice of Funding Availability (NOFA) loan program provides residential developers with gap financing for transformative housing projects that achieve *Plan Cincinnati's* goals to provide a full spectrum of healthy housing options, specifically to improve housing quality and affordability. The NOFA not only supports multifamily housing, it also supports the redevelopment and new construction of single-family housing for both low- and moderate-income homebuyers. Not including awards for infrastructure, since 2015, the NOFA program has awarded funding for the new construction and renovation of approximately 90 single-family homes, approximately 60% of which targeted households ranging from 80%-120% AMI. This represents an approximate \$5 million collective investment of City resources in single-family housing in neighborhoods like South Cumminsville, Madisonville, Evanston, Avondale, and others. In September this year, Habitat for Humanity of Greater Cincinnati was awarded funding through the NOFA Program to support their project in Lower Price Hill that will renovate and preserve five historic structures. These houses will be targeted towards homebuyers earning at or below 80% of the area median income. This development, similar to others before it, occurs in conjunction with several initiatives by local partners to eliminate blight, bring historic buildings back to productive use, and recharge the local market.

Program of General Eligibility (County-wide): Home Improvement Program (HIP)

Administered by the Hamilton County Department of Community Development, the HIP is an initiative of the Hamilton County Commissioners and the Hamilton County Treasurer. The "HIP" loan allows homeowners in Hamilton County communities to borrow money up to \$50,000 to repair or remodel their homes at interest rates 3% below the lowest rate a bank would normally offer. Loans may be used for:

- Bathrooms
- Decks
- Kitchen Remodeling
- Plumbing
- Ceilings & Walls
- Garages
- Landscaping
- Room Additions
- Central Air & Furnaces
- Gutters & Roofs
- Paint & Carpeting
- Siding, Windows & Doors

Program of General Eligibility (Neighborhood Specific): Avondale Home Improvement Program

The Avondale Home Improvement Program (AHIP), launched in 2014, is helping preserve homes, while improving the health and safety of the children and families who live in them.

Funded by Cincinnati Children's Hospital Medical Center and in partnership with the Uptown Consortium and the Avondale Development Corporation (ADC), families who live in designated areas of Avondale are eligible for forgivable home loans. Families can apply to AHIP for an interest-free home improvement loan of up to \$35,000. Loan recipients make no payments for five years and if they maintain residency in their homes for five years, the loan is forgiven.

REVIEW OF EXISTING PROGRAMS FOR HOMEOWNERS: INCOME RESTRICTED

Program of Income Restricted Eligibility: American Dream Down payment Initiative

The American Dream Down payment Initiative (ADDI) Program is designed to assist first-time homebuyers who want to purchase a home within the City of Cincinnati. Eligible Homebuyers may be awarded up to \$5,000 in the form of a five-year forgivable loan for a down payment and/or closing costs. To be eligible for ADDI assistance, individuals must be first-time homebuyers interested in purchasing a home within the City of Cincinnati limits. ADDI funds may be used to purchase a single-family home, condominium unit, cooperative unit, or manufactured housing. Additionally, households that qualify for ADDI assistance must have incomes that do not exceed 80% of area median income. ADDI funds may only be used for down payment and closing costs toward a home not to exceed \$5,000 or a range of four - five percent of the purchase price of the home, whichever is less. After a thorough review of the application, the City will determine the approved level of assistance for the subject household. ADDI funds are awarded as a five-year non-interest-bearing deferred loan payment with a five-year residency requirement. All or a portion of the funds will be recaptured in the event a homeowner moves from the residence or sells or transfers ownership during the five-year residency period.

Program of Income Restricted Eligibility: Housing Repair Services (HRS)

Housing Repair Services (HRS), formally called Housing Maintenance Services is administered by People Working Cooperatively (PWC) and the Max Construction Group (MCG). PWC is a non-profit organization that serves low-income, elderly, and disabled homeowners by providing professional, critical home repairs, weatherization, modification, and maintenance services to help residents stay safely in their homes. MCG is a construction management company specializing commercial and residential construction projects as well as historic renovations. The types of homeowner repairs under HRS are broken into three main categories that include: Emergency Repairs, Immediate Repairs, and Critical Repairs as described below.

Emergency Repairs. Homeowners may receive one uncertified Emergency Repair per year provided in the form of a grant to the homeowner. Emergency Repairs are, often by necessity, performed prior to client qualification of income. Following the Emergency Repair, the client will be evaluated and, if income eligible, scheduled for other programs and services offered. The allowable maximum estimated cost without City for an emergency repair is approval of \$2,500. Services will be limited to two emergencies per household per year. Emergency Repairs are those that are considered to pose an immediate threat to the client's well-being and require immediate attention. Emergencies are considered:

- Broken water lines where water is pouring, not dripping, out of the line;
- Client's only accessible toilet is stopped up or otherwise unusable;
- Presence of gas fumes;
- No heat;
- Lack of security, where first-floor doors or windows cannot be closed and secured;
- Existing air conditioning is not working during a heat emergency and there is a resident with health problems that could be complicated by the heat;

- Hot water is constantly running, not dripping, including water heaters;
- An electrical condition that poses a fire threat.

Other repairs that do not pose an immediate threat to a homeowner's well-being, but are considered emergency repairs in nature are:

- A leaking roof that is obviously causing ceiling damage, and, in the near future, might collapse;
- Crumbling or loose steps that, if not repaired, will collapse or cause a fall;
- An improperly secured toilet that is unstable when in use and might break loose from its seal, causing both water and sewage problems.

Immediate Repairs. This program addresses repairs of an emergency nature that exceed the \$2,500 limit. Generally, Immediate Repairs are expensive emergency repairs with the same need for immediate attention and same time frame as stated in the Emergency Repairs section. The average cost of an Immediate Repair is anticipated to be \$3,300 and services are limited to one Immediate Repair per year, unless otherwise approved provided by the Department of Community and Economic Development program manager. Immediate Repairs may include modifications and accessibility improvements for physically disabled individuals to improve accessibility to house and the homeowner's personal safety. Examples are wheelchair ramps, electric lifts, grab bars/handrails. All Immediate Repairs are provided in the form of grants to the homeowners.

Critical Repairs. This program addresses the critical home repair needs of eligible homeowners. It is not the purpose of the program to respond to all home repair needs of the homeowner, but only repairs critical to the safety of the client and the integrity of the home. The allowable maximum expense in this category without City approval is \$10,000. All Critical Repairs are made in the form of a grant to the homeowner. Only one Critical Repair project (which may include more than one Critical Repair) will be provided every other year, unless written approval is provided by the Department of Community and Economic Development program manager.

Eligibility for Critical Repairs are determined by PWC and MCG and the service limitations outlined in this paragraph shall include only those services provided to the eligible client by PWC and MCG, and shall specifically not include services provided by any other service provider. Critical Repairs will be classified as defects affecting the integrity of the structure or shell of the house. Examples include:

- leaking roofs and gutters that are the cause of structural damage;
- decayed and/or damaged siding;
- failing foundations;
- damaged or failed support beams

Eligible homeowners are homeowner occupants of property, not exceeding 3 dwelling units per building, of which one unit is occupied by the owner, within the boundaries of the City of Cincinnati for the neighborhoods referred to in the Area of Service. Homeowners meeting these criteria must qualify by income, which shall not exceed a maximum of 50 percent of the area median income (AMI) for the City, and by family size, as defined by HUD. In cases in which a Critical Repair exceeds \$10,000 AND City approval occurs, then the homeowner's income cannot exceed a maximum of 35 percent of the AMI and the homeowner must be 60 years old or older, or be disabled. As evidenced below, over the last four years the City has invested approximately \$8MM in the HRS program assisting approximately 5,500 homeowners.

Year	Funding Amount	Annual Goal	Actual
2015	\$1,689,655	1,100 units	1,263 units
2016	\$1,696,000	1,100 units	1,252 units
2017	\$1,541,000	1,100 units	1,176 units
2018	\$1,552,000	1,100 units	1,394 units
2019	\$1,700,000	1,100 units	483 units*

*Funds were contracted late due to a delayed award of funds from HUD

Program of Income Restricted Eligibility: Compliance Assistance Repairs for the Elderly (CARE)

Compliance Assistance Repairs for the Elderly (CARE) program is administered by the Cincinnati-Hamilton County Community Action Agency (CAA). CAA is a private, nonprofit organization that offers various services to low-income individuals and families in a holistic approach to help lift them out of poverty. Among the services they provide are homeowner repairs. The CARE program provides home repairs for low-income elderly and/or disabled homeowners. The services allow owner-occupants to comply with notices of violations by assisting with the required repairs, and in cases of significant building issues affecting the health or safety of the occupants, enabling owners to stay in their homes.

The CARE program focuses within the Neighborhood Enhancement Program (NEP) areas, current and former. NEP is a City community partnership that focuses on certain areas of specific neighborhoods to help improve the quality of life. Low-income elderly and disabled owners situated in NEP areas receiving notice of building code violations may find it difficult to make the required repairs. CARE provides relief to the homeowners and neighbors as exterior repairs are corrected. If no qualified candidates in need of assistance are identified in the NEP areas, funding can be spent outside of NEP areas with written consent from the City.

CARE is an exterior repair program meant to address code violations issued pursuant to the NEP, "house to house" exterior property condition inspection. CARE services are limited to per household and are offered as a grant. Owner occupants meeting the age or disability and income requirements and receiving notice of code violations from the City of Cincinnati, receive repair services to correct the exterior code violations identified in the notice such as a leaking roof; dilapidated porch; unsafe stairs; defective siding; painting and similar repairs required under the Cincinnati Housing Code. It is not the purpose of the program to respond to all home repair needs of the homeowner, but only the exterior NEP code violations on the home and other limited code violation correction work approved by the Code Enforcement Division Manager. If funding limitations do not cover all code violation corrections on a home, CAA managers and Code Enforcement Inspectors will determine which repairs are most critical and prioritize the work based first on Health, Safety and Welfare and then cost etc. If a building is deemed to be "beyond repair," the case shall be reported to the Code Enforcement Division Manager. "Beyond repair" means that the exterior repairs required are so costly and/or the building so dilapidated it cannot be restored to code compliant status without expending more funds than economically reasonable, considering the after-repair value of the home, the owners' circumstances, and associated housing health, safety and welfare, concerns. Repairs costs are capped at \$10,000. Anything higher under consideration would need special approval of the City.

Eligible homeowners must occupy the property; the property must not exceed 3 dwelling units per building, of which one unit is occupied by the owner; and must be located within the boundaries of the City of Cincinnati and the neighborhoods referred to in the NEP Area of Service. Homeowners meeting the eligibility criteria must also qualify by income: the homeowner's income cannot exceed a maximum of 80 percent of the area median income for the City as defined by HUD and must be 60 years of age or older or be disabled.

The City has invested approximately \$800,000 in the CARE program since 2015 and has assisted approximately 95 low income elderly/disable homeowners.

Year	Funding Amount	Annual Goal	Actual
2015	\$129,970	12 units	20 units
2016	\$156,000	12 units	22 units
2017	\$143,000	12 units	18 units
2018	\$155,000	12 units	21 Units
2019	\$190,000	12 units	13 units

Program of Income Restricted Eligibility: Homeowner Assistance Repairs and Building Order Remission (HARBOR)

In the FY 2018-19 Biennial Budget, \$400,000 was dedicated to the establishment of a pilot program that will provide financial assistance to low-income, owner-occupied homeowners that receive code violations on their property. The Homeowner Assistance Repairs and Building Order Remission (HARBOR) was created. Administered out of the Department of Building and Inspections (B&I), HARBOR has a goal to create a safe harbor for homeowners in need of repairs to correct code violations. Through a Request for Proposal, People Working Cooperatively (PWC) was selected to perform services under the program.

Each year, B&I re-issues existing cases and receives complaints wherein properties are or are believed to be in violation of building, housing, or zoning ordinances. Additionally, through concentrated code enforcement, a number of proactive inspections are performed annually. This is primarily completed through the Neighborhood Enhancement Program (NEP). Through these combined efforts, approximately 5,000 orders are issued annually. Of those 1,750 or 35% are issued to owner-occupied properties.

On average, 85% of owner-occupied orders are resolved through voluntary compliance. For those who do not positively respond to orders, their reason typically falls into two categories or a combination thereof. One is that the code should not apply to them, and the second is that they do not have the financial resources to correct the problem(s).

To be eligible for the HARBOR program, a homeowner must be under the 80% HUD income limit. A homeowner can be granted up to \$15,000 for repairs. The goal is to assist approximately 23 homeowners with the available funds. Each applicant is triaged by PWC through a variety of available financial assistance programs prior to being approved for HARBOR funds. If the applicant does not qualify for other available programs or if other available programs do not cover the total repair cost, then the applicant is eligible for available HARBOR funds.

If an individual is above the 80% limit, the owner could still qualify upon review and approval of the Harbor Applicant Review Tribunal (HART). HART is appointed by the Director of B&I and upon the recommendation of HART, a homeowner may be approved for HARBOR if HART were to determine that an owner could not make necessary repairs in a reasonable period of time due to financial hardship resulting from instances, such as:

- serious illness or accident of the owner, the owner’s spouse, or owner’s dependent;
- funeral expense of the owner’s spouse or dependent;
- uninsured natural disaster damage;
- recent change in employment resulting in >15% lower income;
- or similar extraordinary and/or unforeseeable circumstances arising as results of events beyond the control of the owner that have resulted in reduced financial circumstances, hardship causing inability to make repairs without assistance.

Moreover, it must be determined that allowing the property’s violations to remain for an extended period while the owner saves for repairs will not present public safety issues and will not be detrimental to the neighborhood.

Without the HARBOR program, a significant number of owner occupants, who want to abate code violations that cause unsafe conditions and blight, will find repairs impossible for lack of financial resources and ability. Thus, property values and the quality of life of neighbors will be negatively impacted on otherwise healthy streets. The proposed HARBOR program has the potential to be a tremendous resource to address the gap in repair options for owner occupants to abate code violations that harm our City. Through this program, long standing blight and safety hazards can be eliminated, and homeowners in hardship will again be able to contribute to their street and neighborhood, while protecting their own home investment and personal safety. Below is the current HARBOR funding status and total.

Status	Number of Homeowners	Total Cost
Job Complete	17	\$329,316
In Process	4	est. \$70,684
Delivery Cost	(17.5%)	
TOTAL	21	\$400,000

* There are presently over 194 potential low-mod income homeowner occupants who were referred to the HARBOR program. Over 160 of these applicants will not receive HARBOR assistance with substandard housing conditions due to lack of funding.

In general terms, a revolving loan fund is an arrangement which allows for a loan amount to be withdrawn, repaid, and redrawn again any number of times, until the arrangement expires. The City could establish a revolving loan fund for low- and moderate-income homeowners from an identified source or sources. However, the City has had a storied history in creating and overseeing similar loan funds in the past which led to years of litigation and financial settlement from the City.

If a funding source is identified and a loan fund is to be established, the City should issue an RFP to select a third party administrator for this loan fund. Potential third party administrators could include local non-profits involving in similar activities and existing for-profit lenders. The City would establish the general parameters of the loan fund based on the restrictions of the identified funding source and the third-party administrator would administer the fund and the loans originated from the fund.

Funding Sources: Federal CDBG entitlement grant is a potential source and could be utilized to benefit households at or below 80% of AMI. Note that funding this program would require an increase to the entitlement grant available for the year or a proportional cut to other existing City programs funded with CDBG.

Copy: Markiea L. Carter, Interim Director, Department of Community & Economic Development *MLC*
Art Dahlberg, Director, Department of Buildings and Inspections

Date: December 16, 2020

To: Mayor and Members of City Council 202002141
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – Environmental & Safety Solutions Inc.
Moral Obligation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$29,352.38 as a moral obligation to Environmental & Safety Solutions, Inc. for contact tracing services and nurse and medical assistant services provided to the Cincinnati Health Department in connection with the COVID-19 pandemic.

Approval of this Emergency Ordinance authorizes the payment of \$29,352.38 as a moral obligation to Environmental & Safety Solutions, Inc. for contact tracing services and nurse and medical assistant services provided to the Cincinnati Health Department in connection with the COVID-19 pandemic. These services were used in August and September 2020 prior to the execution of a contract, which necessitates a moral obligation payment.

This Emergency Ordinance also authorizes the Finance Director to make a payment of \$29,352.38 from the Health Department's non-personnel operating budget account no. 350x261x1130x7297, to Environmental & Safety Solutions, Inc. as a moral obligation of the City of Cincinnati, for services related to the COVID-19 pandemic. Sufficient funds are available for this expense.

The reason for the emergency is the immediate need for the Health Department to certify the required funds to pay Environmental & Safety Solutions, Inc. for work performed prior to the execution of a contract.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachment

EMERGENCY

AEP

- 2020

AUTHORIZING the payment of \$29,352.38 as a moral obligation to Environmental & Safety Solutions, Inc. for contact tracing services and nurse and medical assistant services provided to the Cincinnati Health Department in connection with the COVID-19 pandemic.

WHEREAS, in August 2020, the Cincinnati Board of Health engaged Environmental & Safety Solutions, Inc. to perform contact tracing services and provide nurse and medical assistant services in the City's health clinics in connection with the COVID-19 pandemic; and

WHEREAS, a contract with Environmental & Safety Solutions, Inc. has not yet been executed; and

WHEREAS, costs were incurred prior to contract execution to address immediate needs related to the COVID-19 pandemic; and

WHEREAS, sufficient funds are available from the Health Department's non-personnel operating budget account no. 350x261x1130x7297 for this payment; and

WHEREAS, City Council desires to provide payment for such services in the amount of \$29,352.38; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$29,352.38 from the Health Department's non-personnel operating budget account no. 350x261x1130x7297 to Environmental & Safety Solutions, Inc. as a moral obligation of the City of Cincinnati, for payment of charges owed for contact tracing services and nurse and medical assistant services provided to the Cincinnati Health Department in connection with the COVID-19 pandemic.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Section 1 hereof.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Health Department to certify the required funds to pay Environmental & Safety Solutions, Inc. for work performed prior to the execution of a contract.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

Date: December 16, 2020

To: Mayor and Members of City Council **202002142**
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – SALE OF PROPERTY ADJACENT TO THE HARRIET BEECHER
STOWE HOUSE

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with the Ohio Historical Society, doing business as Ohio History Connection, for the sale of City-owned real property generally located along Foraker Avenue and Martin Luther King Jr. Drive, adjacent to the Harriet Beecher Stowe House Local Historic Landmark, in the Walnut Hills neighborhood of Cincinnati.

The City owns property located along Foraker Avenue and Martin Luther King Jr. Drive in the Walnut Hills neighborhood, which is under the management of the City's Department of Transportation and Engineering (DOTE). The Ohio Historical Society would like to purchase this Property from the City for integration with the adjacent property commonly known as the Harriet Beecher Stowe House Local Historic Landmark.

The City Manager, in consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose.

The approximate fair market value of the Property is \$35,000, however, the City will sell the Property to the Purchaser for \$1 due to the noneconomic benefits of the Purchaser's nonprofit status and the purpose for which it is being acquired, namely, to support and enhance the Harriet Beecher Stowe House, recognized for having significant historic value.

The City Planning Commission approved the sale at its meeting on June 23, 2017.

The Administration recommends passage of the attached ordinance.

cc: John S. Brazina, Director, Transportation and Engineering

City of Cincinnati

CHM

BWB

An Ordinance No. _____

- 2020

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with the Ohio Historical Society, doing business as Ohio History Connection, for the sale of City-owned real property generally located along Foraker Avenue and Martin Luther King Jr. Drive, adjacent to the Harriet Beecher Stowe House Local Historic Landmark, in the Walnut Hills neighborhood of Cincinnati.

WHEREAS, the City owns certain real property generally located along Foraker Avenue and Martin Luther King Jr. Drive in the Walnut Hills neighborhood, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which is under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, the Ohio Historical Society, doing business as Ohio History Connection, an Ohio nonprofit corporation, ("Purchaser") desires to purchase the Property from the City for integration with the adjacent real property commonly known as the Harriet Beecher Stowe House Local Historic Landmark (the "Stowe House"); and

WHEREAS, pursuant to Section 331-1 of the Cincinnati Municipal Code, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, the City Manager, being the officer having the custody and control of the Property, and upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$35,000, however, the City finds that the sale of the Property to Purchaser for \$1 is justified because the City will receive equivalent noneconomic benefits from the sale of the Property at a nominal price on account of Purchaser's nonprofit status and the purpose for which it is being acquired, namely, to support and enhance the Stowe House, which is recognized by the United States National Park Service, the State of Ohio, and the City as having significant historic value; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property at its meeting on June 23, 2017; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* with the Ohio Historical Society, doing business as Ohio History Connection (“Purchaser”), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City will sell to Purchaser approximately 0.6340 acres of City property generally located along Foraker Avenue and Martin Luther King Jr. Drive, adjacent to the Harriet Beecher Stowe House Local Historic Landmark (the “Property”).

Section 2. That the Property is not needed for transportation or any other municipal purpose.

Section 3. That the fair market value of the Property, as determined by appraisal by the City’s Real Estate Services Division, is approximately \$35,000; however, the City finds that the sale of the Property to Purchaser for \$1 is justified because the City will receive equivalent noneconomic benefits from the sale of the Property at a nominal price on account of Purchaser’s nonprofit status and the purpose for which it is being acquired, namely, to support and enhance the Harriet Beecher Stowe House Local Historic Landmark, which is recognized by the United States National Park Service, the State of Ohio, and the City as having significant historic value.

Section 4. That eliminating competitive bidding in connection with the City’s sale of the Property is in the best interest of the City because the City desires to sell the Property to

Purchaser to support and enhance the Harriet Beecher Stowe House Local Historic Landmark.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the *Property Sale Agreement*, including, without limitation, executing any and all other ancillary agreements, plats, deeds, easement agreements, affidavits, closing statements, and other documents.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: land along E. Martin Luther King Jr. Drive,
north of Foraker Ave and east of Gilbert Ave, for
assemblage with Harriet Beecher Stowe House Historic Site

PROPERTY SALE AGREEMENT

This Property Sale Agreement ("**Agreement**") is made and entered into on the Effective Date (defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202; Attention: Real Estate (the "**City**"), and **The Ohio Historical Society**, doing business as Ohio History Connection, an Ohio nonprofit corporation, the address of which is 800 E. 17th Avenue, Columbus OH 43211 ("**Purchaser**").

Recitals:

A. The State of Ohio owns, and Purchaser operates, the Harriet Beecher Stowe House Historic Site (the "**Stowe House**") located at 2950 Gilbert Avenue, in the Walnut Hills neighborhood of Cincinnati for cultural and public purposes.

B. The City owns excess land along E. Martin Luther King Jr. Drive and Foraker Avenue, adjacent to the Stowe House, as depicted on Exhibit A (Site Map) hereto, which is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

C. Purchaser has petitioned to purchase approximately 0.6340 acres of the City's land, as more particularly depicted on Exhibit A (the "**Sale Property**") to support and enhance the operation of the Stowe House.

D. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.

E. The City's Real Estate Services Division has determined, by appraisal, that the fair market value of the Sale Property is **\$35,000**; however Cincinnati City Council has authorized the City's sale of the Sale Property to Purchaser for One Dollar (\$1.00) on account of Purchaser's nonprofit status and the purpose for which it is being acquired (namely, the support and enhancement of the Stowe House, which is recognized by the State of Ohio and the City as having significant historic value).

F. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because the City desires to donate the Property to Purchaser for reasons just described.

G. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on June 23, 2017.

I. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. _____-202_, passed on _____, 202_.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** \$1.00. Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing.**

(A) **Conditions.** The closing on the City's sale of the Sale Property to Purchaser (the "Closing") shall not occur unless and until the following conditions have been satisfied (the "Closing Conditions"); *provided, however*, that if the City and Purchaser agree, the Conditions may be addressed and resolved at Closing or after Closing, or addressed in the *Quitclaim Deed* to Purchaser. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

(i) **Title & Survey:** Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;

(ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;

(iii) **Plats and Legal Descriptions:** Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including without limitation new legal descriptions for the remainder property being retained by the City. To effectuate the cut-up, the City shall execute and record a cut-up Deed in substantially the form of Exhibit B hereto.

(iv) **Coordinated Report Conditions (CR #86-2016; updated CR #5-2020):**

(a) **DOTE:**

1. **Retaining Wall Access and Maintenance Easement.** DOTE requires the reservation of a 10 foot wide permanent easement along the existing retaining wall located along E. Martin Luther King Jr. Drive (located outside the boundary of the Sale Property) for continued access to the wall, including the periodic placement of materials and equipment within the easement area in connection with the City's maintenance and repair of the wall.

2. **Review of Proposed Site Plan.** Prior to commencing construction of parking or other improvements on the Sale Property, Purchaser shall submit its proposed site plan to DOTE for review and approval. Purchaser shall not change the use of the Sale Property to anything other than parking and greenspace.

(b) **Buildings and Inspections:** If and when Purchaser acquires the adjoining James Temple property, Purchaser shall promptly file a consolidation plat with the Hamilton County Auditor and Recorder to assemble it with the Sale Property. (If the James Temple property is acquired by the State of Ohio, this requirement shall not apply.)

(B) **Right to Terminate.** If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **120 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) **Closing Date.** Provided the Conditions have been satisfied, the Closing shall take place approximately **150 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(D) **Closing Costs and Closing Documents.** At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

3. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

4. Representations, Warranties, and Covenants of Purchaser. Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Purchaser is an Ohio nonprofit corporation, duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

(ii) Purchaser has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein.

(iii) Purchaser's execution, delivery and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Purchaser's organizational documents, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority that would limit or restrict Purchaser from engaging in this transaction, or which may prevent Purchaser from fulfilling the terms of this Agreement.

(v) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition such that it may impede or prevent its purchase of the Sale Property and compliance with the terms of this Agreement.

(vi) The statements made in the documentation provided by Purchaser to the City that are descriptive of Purchaser or its facility have been reviewed by Purchaser and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Neither Purchaser nor any of its affiliates owes any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. General Provisions.

(A) Entire Agreement. This Agreement (including the exhibits hereto) 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 Purchaser agrees that venue in such court is proper. Purchaser hereby waives 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 assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

(H) **Brokers.** Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its acquisition of the Sale Property.

(I) **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 officer, agent, employee or attorney of the City in other than his or her official capacity.

(J) **Conflict of Interest.** No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in Purchaser or in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) **Administrative Actions.** To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(L) **Conveyance of the Property to the State of Ohio.** Nothing in this Agreement shall be construed to prohibit Purchaser from conveying fee simple title of the Sale Property to the State of Ohio once Purchaser has obtained fee interest in the Sale Property, and the City hereby provides consent to the conveyance by Purchaser to the State of Ohio. Such conveyance to the State of Ohio shall be subject to the City's rights and reservations under the City's conveyance instrument to Purchaser.

6. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Site Map*
Exhibit B – *Quitclaim Deed (City to City: Cut-Up)*
Exhibit C - *Quitclaim Deed (City to Grantee: Sale)*

SIGNATURE PAGE FOLLOWS

Executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

The Ohio Historical Society, doing business as Ohio History Connection
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

City of Cincinnati

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2020

Recommended by:

John Brazina
Director, Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

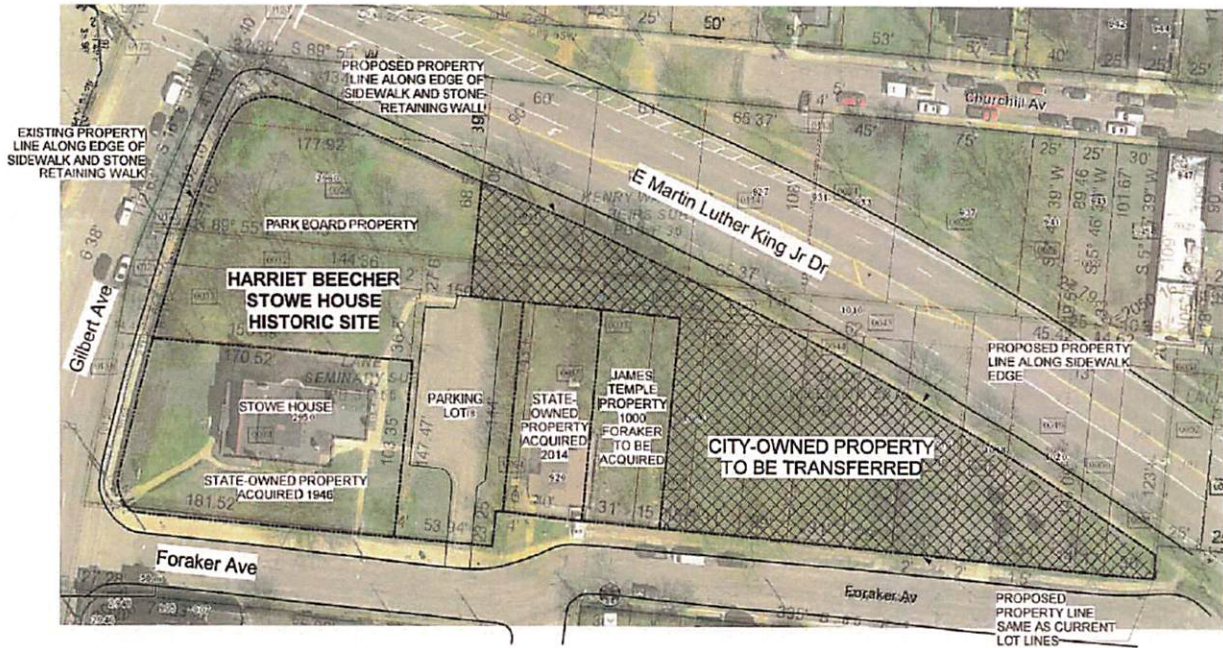
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Site Map



HARRIET BEECHER STOWE HOUSE HISTORIC SITE ACQUISITION PLAN
SITE PLAN SHOWING PROPOSED CITY-OWNED
PROPERTY TRANSFER

EXHIBIT B
to Property Sale Agreement

Quitclaim Deed (City to City: Cut-Up)

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

(cut-up of parcels
spanning E. MLK Jr. Dr)

QUITCLAIM DEED

The **City of Cincinnati**, an Ohio municipal corporation, hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202, all of the City's right, title and interest in and to the real property depicted on Exhibit A (Survey) and described on Exhibit B (Legal Descriptions) hereto (the "**Property**").

Property Address: excess land along E. Martin Luther King Jr. Drive, Cincinnati, OH

Auditor's Parcel Nos.

Prior instrument reference:

This Deed is executed and recorded in connection with the cut-up of multiple parcels of land spanning across E. Martin Luther King Jr. Drive, to place the new legal descriptions of record.

This Deed is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

Executed on _____, 2020.

City of Cincinnati

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Paula Boggs Muething, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

Exhibits to Quitclaim Deed (Cut-Up):
Exhibit A – *Surveys*
Exhibit B – *Legal Descriptions*

Exhibit A, cont'd

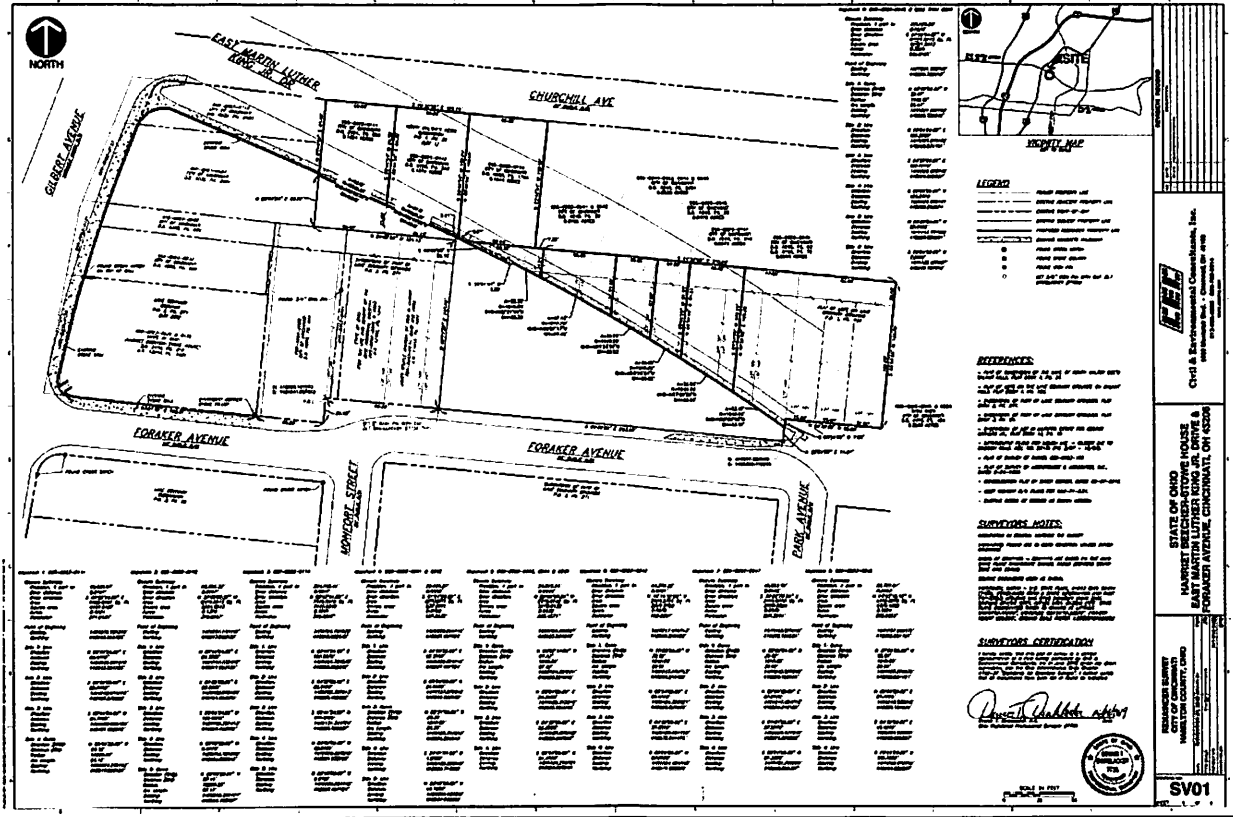


EXHIBIT B
to Quitclaim Deed (Cut-Up)

Legal Descriptions

**DESCRIPTION OF
CUT-UP SURVEY
0.6340 ACRES
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being all of Lot 196 and being part of Lots 188 thru 195 and Lot 197 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and Plat Book 1, Page 108 and also being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records and being the **REAL POINT of BEGINNING** for the lands herein described;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204 and the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4058, Page 666 of the aforesaid records, North 84 degrees 30 minutes 55 seconds West a distance of 121.13 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southwest corner of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the aforesaid records;

Thence with the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 43.52 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot behind the back of an existing stone wall at a point of curvature;

Thence parallel to and approximately 1-foot off the back of a stone wall, the following two courses and distances:

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Cut-Up Legal Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 120.23 feet to a set iron pin with cap (D.T. Dinkelacker #7736), the chord of said arc bears South 66 degrees 00 minutes 03 seconds East a distance of 120.23 feet to said set point;

Thence South 63 degrees 45 minutes 50 seconds East a distance of 59.19 feet to a set iron pin with cap (D.T. Dinkelacker #7736);

Thence North 24 degrees 41 minutes 41 seconds East a distance of 1.89 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot off the existing back of walk at a point of curvature;

Thence parallel to and 1-foot off the existing back of walk, with a curve to the right having a radius of 1949.00 feet, an arc length of 270.47 feet to a set iron pin with cap (D.T. Dinkelacker #7736) in the Eastern line of Lot 188 of the Lane Seminary Grounds as recorded in Plat Book 2, Page 271 of the aforesaid records, the chord of said arc bears South 58 degrees 48 minutes 14 seconds East a distance of 270.25 feet to said set pin;

Thence with the Eastern line of said Lot 188, South 05 degrees 54 minutes 09 seconds West a distance of 11.91 feet to a cut cross notch in the existing sidewalk and lying in the existing Northern right of way line of Foraker Avenue;

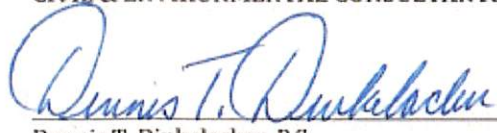
Thence with said existing Northern right of way line, North 84 degrees 30 minutes 55 seconds West a distance of 293.50 feet to the **POINT OF BEGINNING**.

Containing 0.6340 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on October 30, 2018 and describes a portion of the lands owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859, Deed Book 4026, Page 343, Deed Book 4085, Page 1734, Deed Book 4246, Page 28, Deed Book 4246, Page 30, Deed Book 4246, Page 33, Deed Book 4246, Page 1204, Deed Book 4246, Page 26, Deed Book 4245, Page 919, Deed Book 4030, Page 63, Deed Book 4029, Page 70 and Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

 11/26/2018
Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

Page 2 of 2

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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCEL 065-0003-0111
0.1025 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463. Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204 and the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4058, Page 666 of the aforesaid records, North 84 degrees 30 minutes 55 seconds West a distance of 121.13 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southwest corner of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the aforesaid records;

Thence with the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 43.52 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot behind the back of an existing stone wall and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing with said Western line, North 05 degrees 44 minutes 54 seconds East a distance of 64.48 feet to a point in the Southern right of way line of Churchill Avenue;

Thence with said Southern right of way line, South 84 degrees 30 minutes 55 seconds East a distance of 60.00 feet to the Northeast corner of subject parcel;

Date Prepared: November 26, 2018

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Remainder Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence leaving said Southern right of way line, South 05 degrees 44 minutes 54 seconds West a distance of 84.35 feet to a point lying approximately 1-foot off the back of an existing stone wall;

Thence with the arc of a curve to the left having a radius of 10,228.26 feet, an arc length of 63.12 feet, the chord of said arc bears North 66 degrees 09 minutes 38 seconds West a distance of 63.12 feet to the **POINT OF BEGINNING**.

Containing 0.1025 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on October 30, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCEL 065-0003-0112
0.1374 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4026, Page 343 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204, North 84 degrees 30 minutes 55 seconds West a distance of 61.13 feet to a point;

Thence with the prolongation of the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 23.65 feet to a point approximately 1-foot behind the back of an existing stone wall and being the **REAL POINT of BEGINNING** for the lands herein described;

Thence continuing with said Western line, North 05 degrees 44 minutes 54 seconds East a distance of 84.35 feet to a point in the Southern right of way line of Churchill Avenue;

Thence with said Southern right of way line, South 84 degrees 30 minutes 55 seconds East a distance of 63.00 feet to the Northeast corner of subject parcel;

Thence leaving said Southern right of way line with the Eastern line of subject parcel, South 05 degrees 44 minutes 54 seconds West a distance of 105.99 feet to a point lying approximately 1-foot off the back of an existing stone wall;

Date Prepared: November 26, 2018 Page 1 of 2
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Remainder Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence with a line approximately 1-foot off and parallel to existing back of wall the following two courses and distances:

North 63 degrees 45 minutes 50 seconds West a distance of 9.41 feet to a point of curvature;

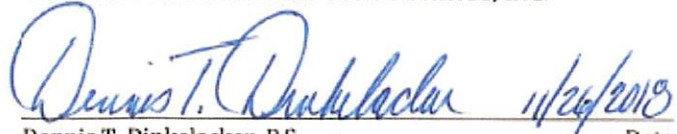
Thence the with the arc of a curve to the left having a radius of 10,228.26 feet, an arc length of 57.11 feet, the chord of said arc bears North 65 degrees 49 minutes 26 seconds West a distance of 57.11 feet to the **POINT OF BEGINNING**.

Containing 0.1374 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4026, Page 343 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.


Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

Page 2 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0112
Remainder Description 11-26-18.docx



**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCEL 065-0003-0114
0.1641 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4085, Page 1734 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204, North 84 degrees 30 minutes 55 seconds West a distance of 61.13 feet to a point;

Thence with the prolongation of the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 23.65 feet to a point approximately 1-foot behind the back of an existing stone wall;

Thence approximately 1-foot off and parallel to an existing back of wall the following two courses and distances:

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 57.11 feet, the chord of said arc bears South 65 degrees 49 minutes 26 seconds East a distance of 57.11 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

South 63 degrees 45 minutes 50 seconds East a distance of 9.41 feet to the Southwestern corner of subject parcel and being the **REAL POINT of BEGINNING** for the lands herein described;

Date Prepared: November 26, 2018 Page 1 of 2
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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence with the Western line of subject parcel, North 05 degrees 44 minutes 54 seconds East a distance of 105.99 feet to a point in the Southern right of way line of Churchill Avenue;

Thence with said Southern right of way line, South 84 degrees 30 minutes 55 seconds East a distance of 66.25 feet to the Northeast corner of subject parcel;

Thence leaving said Southern right of way line with the Eastern line of subject parcel, South 05 degrees 44 minutes 54 seconds West a distance of 108.00 feet to a point;

Thence with the Southern line of subject parcel, North 84 degrees 30 minutes 55 seconds West a distance of 60.94 feet to a point lying approximately 1-foot off the back of an existing stone wall;

Thence with a line approximately 1-foot off and parallel to the existing back of wall, North 63 degrees 45 minutes 50 seconds West a distance of 5.67 feet to the **POINT OF BEGINNING**.

Containing 0.1641 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4085, Page 1734 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S.

Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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File Name: P:\2018\181-592-Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0114

Remainder Description 11-26-18.docx

Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0041 & 0042
0.0192 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 194 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4246, Page 33 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204, North 84 degrees 30 minutes 55 seconds West a distance of 61.13 feet to a point;

Thence with the prolongation of the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 23.65 feet to a point approximately 1-foot behind the back of an existing stone wall;

Thence approximately 1-foot off and parallel to the existing back of wall the following two courses and distances:

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 57.11 feet, the chord of said arc bears South 65 degrees 49 minutes 26 seconds East a distance of 57.11 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

South 63 degrees 45 minutes 50 seconds East a distance of 15.08 feet to the Northwestern corner of subject parcel and being the **REAL POINT of BEGINNING** for the lands herein described;

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0041 & 0042 Remainder Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 68.32 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 24.54 feet to a point lying approximately 1-foot off of an existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 28.36 feet, the chord of said arc bears North 62 degrees 21 minutes 45 seconds West a distance of 28.36 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

Thence South 24 degrees 41 minutes 41 seconds West a distance of 1.89 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

Thence with a line approximately 1-foot off and parallel to the existing back of a stone wall, North 63 degrees 45 minutes 50 seconds West a distance of 44.12 feet to the **POINT OF BEGINNING**.

Containing 0.0192 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4246, Page 33 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0043, 0044 &
0045
0.0538 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 193 and 194 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4246, Page 1204 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 174.67 feet, the chord of said arc bears North 57 degrees 23 minutes 46 seconds West a distance of 174.62 feet to the Southeastern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 67.43 feet, the chord of said arc bears North 60 degrees 57 minutes 17 seconds West a distance of 67.42 feet to the Southwestern corner of subject parcel;

Thence with the West line of subject parcel, North 05 degrees 54 minutes 09 seconds East a distance of 24.54 feet to the Northwest corner of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 62.00 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 51.49 feet to the **POINT OF BEGINNING**.

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0043, 0044 & 0045 Remainder Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Containing 0.0538 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4246, Page 1204 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018 Page 2 of 2
File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0043,
0044 & 0045 Remainder Description 11-26-18.docx

Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0046
0.0479 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 192 and 193 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4246, Page 26 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 136.15 feet, the chord of said arc bears North 56 degrees 49 minutes 47 seconds West a distance of 136.12 feet to the Southeastern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 38.52 feet, the chord of said arc bears North 59 degrees 23 minutes 50 seconds West a distance of 38.52 feet to the Southwestern corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds West a distance of 51.49 feet to a point in the Northern line of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 35.00 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 67.85 feet to the **POINT OF BEGINNING**.

Date Prepared: November 26, 2018

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Remainder Description 11-26-18.docx

Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Containing 0.0479 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4246, Page 26 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Date

Dennis T. Dinkelacker, P.S.
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

Page 2 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0046
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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0047
0.0472 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 191 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4245, Page 919 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 105.53 feet, the chord of said arc bears North 56 degrees 22 minutes 47 seconds West a distance of 105.52 feet to the Southeastern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 30.62 feet, the chord of said arc bears North 58 degrees 22 minutes 51 seconds West a distance of 30.62 feet to the Southwestern corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds West a distance of 67.85 feet to a point in the Northern line of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 27.58 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 81.33 feet to the **POINT OF BEGINNING**.

Containing 0.0472 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592-Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0047
Remainder Description 11-26-18.docx

Exhibit B, cont'd

State of Ohio
CEC Project 181-592

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4245, Page 919 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S.

Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0047

Remainder Description 11-26-18.docx

Exhibit B, cont'd

DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0049
0.0993 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 189 and 190 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4030, Page 63 and Deed Book 4029, Page 70 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 53.47 feet, the chord of said arc bears North 55 degrees 36 minutes 52 seconds West a distance of 53.47 feet to the Southeastern corner of subject parcel and being the **REAL POINT of BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 52.06 feet, the chord of said arc bears North 57 degrees 09 minutes 56 seconds West a distance of 52.06 feet to the Southwestern corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds East a distance of 81.33 feet to a point in the Northern line of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 46.42 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 105.25 feet to the **POINT OF BEGINNING**.

Date Prepared: November 26, 2018

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File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0049
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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Containing 0.0993 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4030, Page 63 and Deed Book 4029, Page 70 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0049
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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0048 & 0050
THRU 0055
0.3608 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 188 and 189 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and part of Lot 2 of the Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being all of Lots 185, Lot 186 and Lot 187 of the Plat of Lots on the Lane Seminary Grounds as recorded in Plat Book 1, Page 108 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk and being the **REAL POINT of BEGINNING** for the lands herein described;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 53.47 feet, the chord of said arc bears North 55 degrees 36 minutes 52 seconds West a distance of 53.47 feet to the Southwest corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds East a distance of 105.25 feet to a point at the Northwest corner of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 129.00 feet to the Northeast of subject parcel;

Thence with said Eastern line of subject parcel and Lot 185 of the aforesaid subdivision, South 05 degrees 54 minutes 09 seconds West a distance of 124.00 feet to the Southeast corner of subject parcel;

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0048 & 0050 thru 0055 Remainder Description 11-26-18.docx

Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence with the Southern line of subject parcel and the Southern line of Lots 185, Lot 186 and Lot 187 of the aforesaid subdivision, North 84 degrees 30 minutes 55 seconds West a distance of 82.00 feet to the Southwest corner of Lot 187 of the aforesaid subdivision;

Thence with the prolongation of the Western line of said Lot 187, South 05 degrees 54 minutes 09 seconds West a distance of 7.09 feet to the **POINT OF BEGINNING**.

Containing 0.3608 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S.

Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0048 & 0050 thru 0055 Remainder Description 11-26-18.docx

EXHIBIT C
to Property Sale Agreement

Quitclaim Deed (City to Grantee: Sale)

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

(sale)

QUITCLAIM DEED

The **City of Cincinnati**, an Ohio municipal corporation, for consideration of One Dollar (\$1.00), hereby grants and conveys to **The Ohio Historical Society**, dba Ohio History Connection, an Ohio non-profit corporation, the address of which is 800 E. 17th Avenue, Columbus, OH 43211 ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (Survey) and described on Exhibit B (Legal Description) hereto (the "**Property**").

Property Address: approx. 0.6340 acre of land along E. Martin Luther King Jr Drive,
north of Foraker Ave, Cincinnati, OH

Auditor's Parcel No. _____

Prior instrument reference:

As provided in that certain *Property Sale Agreement* between the City and Grantee dated on or about _____, 202_, THIS TRANSFER IS SUBJECT TO, AND THE CITY HEREBY CREATES THE FOLLOWING EASEMENTS, COVENANTS AND RESTRICTIONS.

(1) Retaining Wall Access and Maintenance Easement.

The City hereby reserves and creates a permanent easement over the Property in favor of the City, for access to the retaining wall located on the adjoining City-owned property, by the City's employees, agents and contractors, for the purpose of maintaining and repairing the wall, including without limitation periodically placing materials and equipment within the easement area as deemed necessary by the City in connection therewith. The easement area is depicted on Exhibit C and described on Exhibit D hereto. Grantee shall not construct or install any gates, fences or other improvements or do anything else that would interfere with the City's continuous access and use of the easement area for the purposes herein described. The City shall have the right to remove any obstructions caused by Grantee, at Grantee's expense.

(2) Use Restriction.

The Property shall be used solely in conjunction with the operation of the adjacent Harriet Beecher Stowe House Historic Site, located at 2950 Gilbert Avenue, Cincinnati; specifically, for cultural and public purposes.

(3) Site Plan Approval.

Prior to undertaking construction of parking or other improvements on the Property, Grantee shall:

(i) submit plans and specifications to the City's Department of Transportation and Engineering for review and approval.

(4) No Separate Conveyance of Property from Harriet Beecher Stowe House Historic Site.

Except for the transfer of the Property to the State of Ohio, the Property shall not hereafter be conveyed separately from the adjacent Harriet Beecher Stowe House Historic Site (currently owned by the State of Ohio). Upon a breach of this covenant, title to the Property shall automatically revert to the City.

Covenants to "Run with the Land". All of the easements, covenants and restrictions herein shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

This conveyance was authorized by Ordinance No. ____-2020, passed by Cincinnati City Council on _____, 2020.

Executed on _____, 2020.

City of Cincinnati

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by Paula Boggs Muething, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

Exhibits to Quitclaim Deed (Sale):

Exhibit A – *Survey*

Exhibit B – *Legal Description*

Exhibit C – *Easement Plat – Retaining Wall Access and Maintenance Easement Area*

Exhibit D – *Legal Description – Retaining Wall Access and Maintenance Easement Area*

EXHIBIT B
to Quitclaim Deed (Sale)

Legal Description

DESCRIPTION OF
CUT-UP SURVEY
0.6340 ACRES
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being all of Lot 196 and being part of Lots 188 thru 195 and Lot 197 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and Plat Book 1, Page 108 and also being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records and being the **REAL POINT of BEGINNING** for the lands herein described;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204 and the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4058, Page 666 of the aforesaid records, North 84 degrees 30 minutes 55 seconds West a distance of 121.13 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southwest corner of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the aforesaid records;

Thence with the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 43.52 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot behind the back of an existing stone wall at a point of curvature;

Thence parallel to and approximately 1-foot off the back of a stone wall, the following two courses and distances:

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Cut-Up Legal Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 120.23 feet to a set iron pin with cap (D.T. Dinkelacker #7736), the chord of said arc bears South 66 degrees 00 minutes 03 seconds East a distance of 120.23 feet to said set point;

Thence South 63 degrees 45 minutes 50 seconds East a distance of 59.19 feet to a set iron pin with cap (D.T. Dinkelacker #7736);

Thence North 24 degrees 41 minutes 41 seconds East a distance of 1.89 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot off the existing back of walk at a point of curvature;

Thence parallel to and 1-foot off the existing back of walk, with a curve to the right having a radius of 1949.00 feet, an arc length of 270.47 feet to a set iron pin with cap (D.T. Dinkelacker #7736) in the Eastern line of Lot 188 of the Lane Seminary Grounds as recorded in Plat Book 2, Page 271 of the aforesaid records, the chord of said arc bears South 58 degrees 48 minutes 14 seconds East a distance of 270.25 feet to said set pin;

Thence with the Eastern line of said Lot 188, South 05 degrees 54 minutes 09 seconds West a distance of 11.91 feet to a cut cross notch in the existing sidewalk and lying in the existing Northern right of way line of Foraker Avenue;

Thence with said existing Northern right of way line, North 84 degrees 30 minutes 55 seconds West a distance of 293.50 feet to the **POINT OF BEGINNING**.

Containing 0.6340 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on October 30, 2018 and describes a portion of the lands owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859, Deed Book 4026, Page 343, Deed Book 4085, Page 1734, Deed Book 4246, Page 28, Deed Book 4246, Page 30, Deed Book 4246, Page 33, Deed Book 4246, Page 1204, Deed Book 4246, Page 26, Deed Book 4245, Page 919, Deed Book 4030, Page 63, Deed Book 4029, Page 70 and Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Date

Dennis T. Dinkelacker, P.S.
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018 Page 2 of 2
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Description 11-26-18.docx

EXHIBIT D
to Quitclaim Deed (Sale)

Legal Description – Retaining Wall Access and Maintenance Easement Area



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
10' WALL MAINTENANCE EASEMENT
0.0598 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of original Lot 239 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing right of way line of Foraker Avenue and the prolongation of Lot 199, South 05 degrees 54 minutes 09 seconds West: a distance of 21.49 feet to a point;

Thence continuing with said right of way line, North 83 degrees 51 minutes 35 seconds West a distance of 58.00 feet to the Southeastern corner of subject easement to the **REAL POINT of BEGINNING** for the easement herein described;

Thence continuing with the Northern right of way line of Foraker Avenue, North 83 degrees 51 minutes 35 seconds West a distance of 162.31 feet to a point of curvature;

Thence with the arc of a curve to the right having a radius of 14.64 feet, an arc length of 20.38 feet to a point in the existing Eastern right of way line of Gilbert Avenue, the chord of said arc bears North 21 degrees 27 minutes 24 seconds West: a distance of 18.77 feet to said point;

Thence with the Eastern right of way line of Gilbert Avenue and the Western line of subject easement, the following three courses and distances:

North 12 degrees 59 minutes 41 seconds East a distance of 22.37 feet to a point;

North 14 degrees 09 minutes 15 seconds East a distance of 30.94 feet to a point;

North 15 degrees 33 minutes 59 seconds East a distance of 32.20 feet to the Northwestern corner of subject easement;

Thence continuing with said right of way line and the Northern line of subject easement, South 84 degrees 36 minutes 10 seconds East a distance of 0.58 feet to a point;

Thence continuing with the Northern line of subject easement, South 84 degrees 26 minutes 06 seconds East a distance of 9.57 feet to the Northeastern corner of subject easement;

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Wall Easement Description2.docx

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EXHIBIT D, cont'd

State of Ohio
CEC Project 181-592

Thence parallel to and approximately 1-foot off the back of a stone wall, the following two courses and distances:

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 120.23 feet to an existing iron pin with cap (D.T. Dinkelacker #7736), the chord of said arc bears South 66 degrees 00 minutes 03 seconds East a distance of 120.23 feet to said existing pin;

Thence South 63 degrees 45 minutes 50 seconds East a distance of 59.19 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) at the Northeastern corner of subject easement;

Thence with the Eastern line of subject easement, South 24 degrees 41 minutes 41 seconds West a distance of 10.00 feet to the Southeastern corner of subject easement;

Thence with the Southern line of subject easement, North 63 degrees 45 minutes 50 seconds West a distance of 48.33 feet to the **POINT OF BEGINNING**.

Containing 0.0388 acre or 1690.13 square feet of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes a portion of the lands owned by the State of Ohio as recorded in Official Record ____, Page ____, of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S.

Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

Page 2 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Wall Easement Description1.docx

Contract No. _____

Property: land along E. Martin Luther King Jr. Drive,
north of Foraker Ave and east of Gilbert Ave, for
assemblage with Harriet Beecher Stowe House Historic Site

PROPERTY SALE AGREEMENT

This Property Sale Agreement (“**Agreement**”) is made and entered into on the Effective Date (defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202; Attention: Real Estate (the “**City**”), and **The Ohio Historical Society**, doing business as Ohio History Connection, an Ohio nonprofit corporation, the address of which is 800 E. 17th Avenue, Columbus OH 43211 (“**Purchaser**”).

Recitals:

A. The State of Ohio owns, and Purchaser operates, the Harriet Beecher Stowe House Historic Site (the “**Stowe House**”) located at 2950 Gilbert Avenue, in the Walnut Hills neighborhood of Cincinnati for cultural and public purposes.

B. The City owns excess land along E. Martin Luther King Jr. Drive and Foraker Avenue, adjacent to the Stowe House, as depicted on Exhibit A (Site Map) hereto, which is under the management and control of the City’s Department of Transportation and Engineering (“**DOT**”).

C. Purchaser has petitioned to purchase approximately 0.6340 acres of the City’s land, as more particularly depicted on Exhibit A (the “**Sale Property**”) to support and enhance the operation of the Stowe House.

D. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.

E. The City’s Real Estate Services Division has determined, by appraisal, that the fair market value of the Sale Property is \$35,000; however Cincinnati City Council has authorized the City’s sale of the Sale Property to Purchaser for One Dollar (\$1.00) on account of Purchaser’s nonprofit status and the purpose for which it is being acquired (namely, the support and enhancement of the Stowe House, which is recognized by the State of Ohio and the City as having significant historic value).

F. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is justified because the City desires to donate the Property to Purchaser for reasons just described.

G. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on June 23, 2017.

I. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. _____-202_, passed on _____, 202_.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** \$1.00. Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing.**

(A) **Conditions.** The closing on the City's sale of the Sale Property to Purchaser (the "Closing") shall not occur unless and until the following conditions have been satisfied (the "Closing Conditions"); *provided, however*, that if the City and Purchaser agree, the Conditions may be addressed and resolved at Closing or after Closing, or addressed in the *Quitclaim Deed* to Purchaser. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

(i) **Title & Survey:** Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;

(ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;

(iii) **Plats and Legal Descriptions:** Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including without limitation new legal descriptions for the remainder property being retained by the City. To effectuate the cut-up, the City shall execute and record a cut-up Deed in substantially the form of Exhibit B hereto.

(iv) **Coordinated Report Conditions (CR #86-2016; updated CR #5-2020):**

(a) **DOTE:**

1. **Retaining Wall Access and Maintenance Easement.** DOTE requires the reservation of a 10 foot wide permanent easement along the existing retaining wall located along E. Martin Luther King Jr. Drive (located outside the boundary of the Sale Property) for continued access to the wall, including the periodic placement of materials and equipment within the easement area in connection with the City's maintenance and repair of the wall.

2. **Review of Proposed Site Plan.** Prior to commencing construction of parking or other improvements on the Sale Property, Purchaser shall submit its proposed site plan to DOTE for review and approval. Purchaser shall not change the use of the Sale Property to anything other than parking and greenspace.

(b) **Buildings and Inspections:** If and when Purchaser acquires the adjoining James Temple property, Purchaser shall promptly file a consolidation plat with the Hamilton County Auditor and Recorder to assemble it with the Sale Property. (If the James Temple property is acquired by the State of Ohio, this requirement shall not apply.)

(B) **Right to Terminate.** If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such

party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **120 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place approximately **150 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

3. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

4. Representations, Warranties, and Covenants of Purchaser. Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Purchaser is an Ohio nonprofit corporation, duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

(ii) Purchaser has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein.

(iii) Purchaser's execution, delivery and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Purchaser's organizational documents, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority that would limit or restrict Purchaser from engaging in this transaction, or which may prevent Purchaser from fulfilling the terms of this Agreement.

(v) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially with its normal operations or materially and

adversely affect its financial condition such that it may impede or prevent its purchase of the Sale Property and compliance with the terms of this Agreement.

(vi) The statements made in the documentation provided by Purchaser to the City that are descriptive of Purchaser or its facility have been reviewed by Purchaser and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Neither Purchaser nor any of its affiliates owes any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. General Provisions.

(A) Entire Agreement. This Agreement (including the exhibits hereto) 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 Purchaser agrees that venue in such court is proper. Purchaser hereby waives 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 assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its acquisition of the Sale Property.

(I) 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 officer, agent, employee or attorney of the City in other than his or her official capacity.

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any

personal financial interest, direct or indirect, in Purchaser or in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(L) Conveyance of the Property to the State of Ohio. Nothing in this Agreement shall be construed to prohibit Purchaser from conveying fee simple title of the Sale Property to the State of Ohio once Purchaser has obtained fee interest in the Sale Property, and the City hereby provides consent to the conveyance by Purchaser to the State of Ohio. Such conveyance to the State of Ohio shall be subject to the City's rights and reservations under the City's conveyance instrument to Purchaser.

6. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Site Map*
Exhibit B – *Quitclaim Deed (City to City: Cut-Up)*
Exhibit C - *Quitclaim Deed (City to Grantee: Sale)*

SIGNATURE PAGE FOLLOWS

Executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

The Ohio Historical Society, doing business as Ohio History Connection
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

City of Cincinnati

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2020

Recommended by:

John Brazina
Director, Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

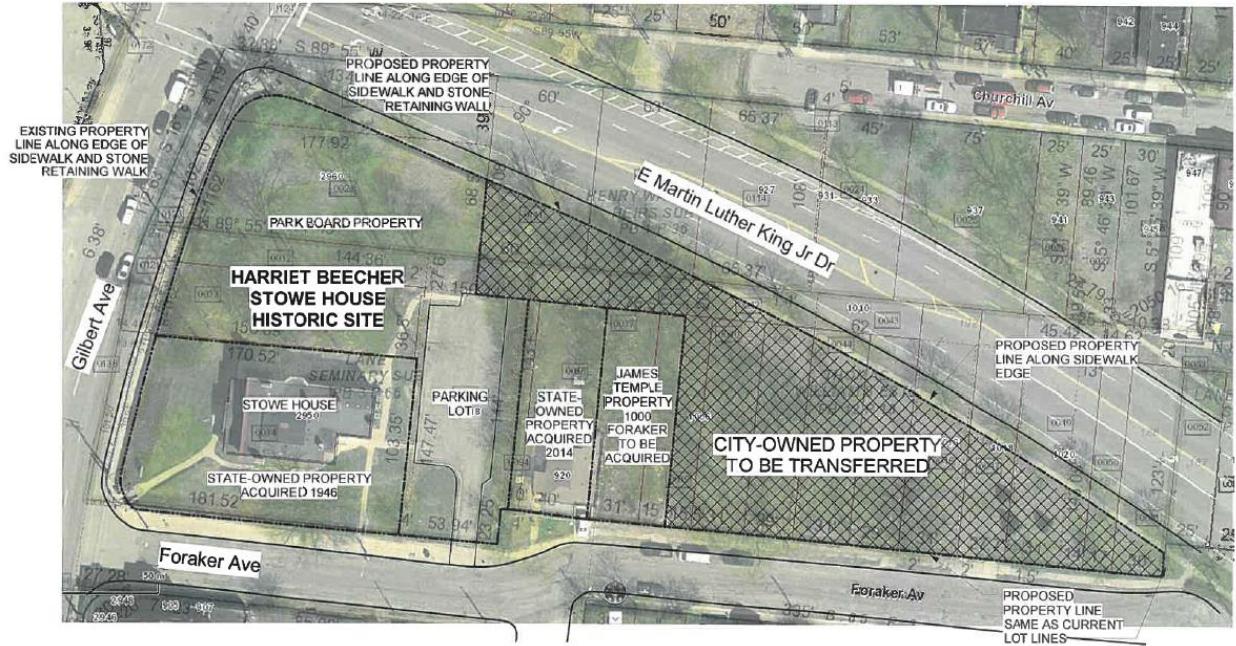
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Site Map



HARRIET BEECHER STOWE HOUSE HISTORIC SITE ACQUISITION PLAN
SITE PLAN SHOWING PROPOSED CITY-OWNED
PROPERTY TRANSFER

EXHIBIT B

to Property Sale Agreement

Quitclaim Deed (City to City: Cut-Up)

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

(cut-up of parcels
spanning E. MLK Jr. Dr)

QUITCLAIM DEED

The **City of Cincinnati**, an Ohio municipal corporation, hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202, all of the City's right, title and interest in and to the real property depicted on Exhibit A (Survey) and described on Exhibit B (Legal Descriptions) hereto (the "**Property**").

Property Address: excess land along E. Martin Luther King Jr. Drive, Cincinnati, OH

Auditor's Parcel Nos.

Prior instrument reference:

This Deed is executed and recorded in connection with the cut-up of multiple parcels of land spanning across E. Martin Luther King Jr. Drive, to place the new legal descriptions of record.

This Deed is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

Executed on _____, 2020.

City of Cincinnati

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by Paula Boggs Muething, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

Exhibits to Quitclaim Deed (Cut-Up):
Exhibit A – *Surveys*
Exhibit B – *Legal Descriptions*

Exhibit A, cont'd

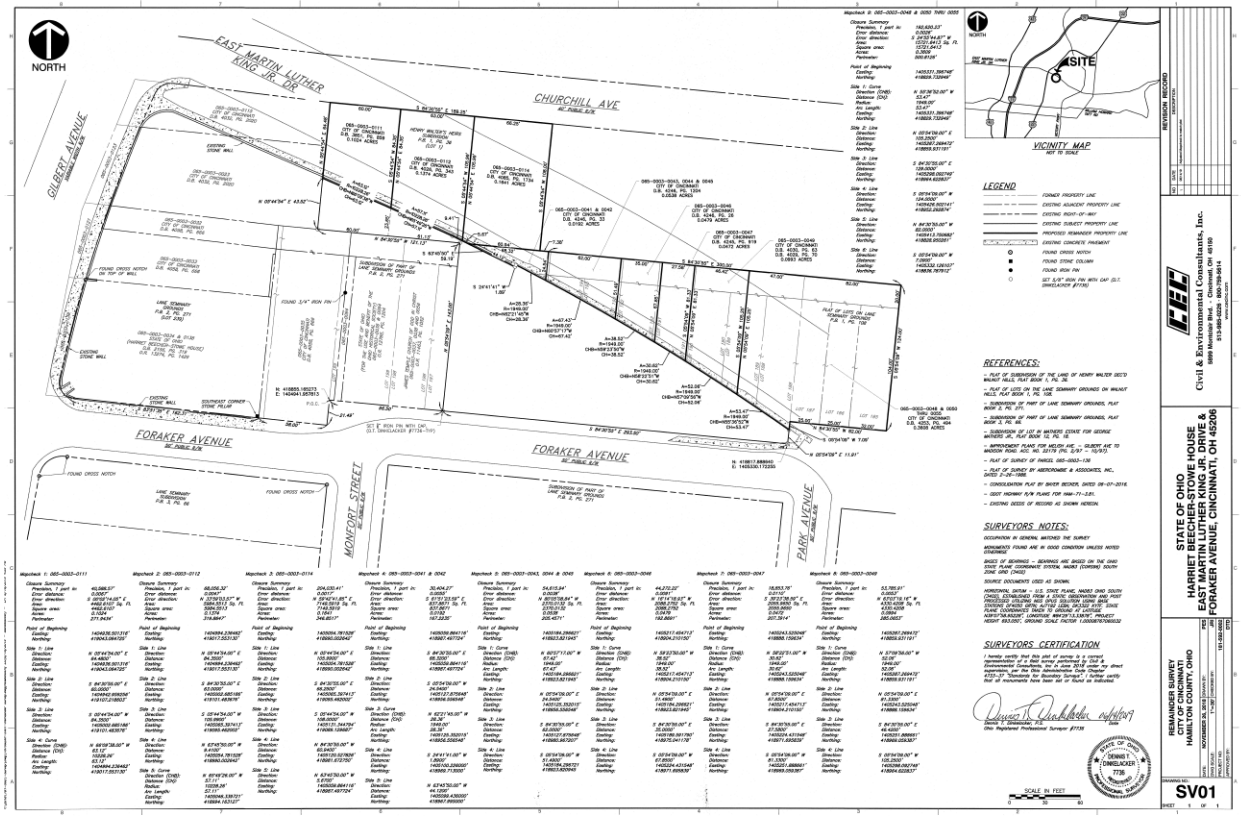


EXHIBIT B
to Quitclaim Deed (Cut-Up)

Legal Descriptions

**DESCRIPTION OF
CUT-UP SURVEY
0.6340 ACRES
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being all of Lot 196 and being part of Lots 188 thru 195 and Lot 197 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and Plat Book 1, Page 108 and also being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204 and the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4058, Page 666 of the aforesaid records, North 84 degrees 30 minutes 55 seconds West a distance of 121.13 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southwest corner of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the aforesaid records;

Thence with the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 43.52 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot behind the back of an existing stone wall at a point of curvature;

Thence parallel to and approximately 1-foot off the back of a stone wall, the following two courses and distances:

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Cut-Up Legal Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 120.23 feet to a set iron pin with cap (D.T. Dinkelacker #7736), the chord of said arc bears South 66 degrees 00 minutes 03 seconds East a distance of 120.23 feet to said set point;

Thence South 63 degrees 45 minutes 50 seconds East a distance of 59.19 feet to a set iron pin with cap (D.T. Dinkelacker #7736);

Thence North 24 degrees 41 minutes 41 seconds East a distance of 1.89 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot off the existing back of walk at a point of curvature;

Thence parallel to and 1-foot off the existing back of walk, with a curve to the right having a radius of 1949.00 feet, an arc length of 270.47 feet to a set iron pin with cap (D.T. Dinkelacker #7736) in the Eastern line of Lot 188 of the Lane Seminary Grounds as recorded in Plat Book 2, Page 271 of the aforesaid records, the chord of said arc bears South 58 degrees 48 minutes 14 seconds East a distance of 270.25 feet to said set pin;

Thence with the Eastern line of said Lot 188, South 05 degrees 54 minutes 09 seconds West a distance of 11.91 feet to a cut cross notch in the existing sidewalk and lying in the existing Northern right of way line of Foraker Avenue;

Thence with said existing Northern right of way line, North 84 degrees 30 minutes 55 seconds West a distance of 293.50 feet to the **POINT OF BEGINNING.**

Containing 0.6340 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on October 30, 2018 and describes a portion of the lands owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859, Deed Book 4026, Page 343, Deed Book 4085, Page 1734, Deed Book 4246, Page 28, Deed Book 4246, Page 30, Deed Book 4246, Page 33, Deed Book 4246, Page 1204, Deed Book 4246, Page 26, Deed Book 4245, Page 919, Deed Book 4030, Page 63, Deed Book 4029, Page 70 and Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Date

Dennis T. Dinkelacker, P.S.
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018
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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCEL 065-0003-0111
0.1025 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204 and the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4058, Page 666 of the aforesaid records, North 84 degrees 30 minutes 55 seconds West a distance of 121.13 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southwest corner of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the aforesaid records;

Thence with the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 43.52 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot behind the back of an existing stone wall and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing with said Western line, North 05 degrees 44 minutes 54 seconds East a distance of 64.48 feet to a point in the Southern right of way line of Churchill Avenue;

Thence with said Southern right of way line, South 84 degrees 30 minutes 55 seconds East a distance of 60.00 feet to the Northeast corner of subject parcel;

Date Prepared: November 26, 2018

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Exhibit B, cont'd

State of Ohio
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Thence leaving said Southern right of way line, South 05 degrees 44 minutes 54 seconds West a distance of 84.35 feet to a point lying approximately 1-foot off the back of an existing stone wall;

Thence with the arc of a curve to the left having a radius of 10,228.26 feet, an arc length of 63.12 feet, the chord of said arc bears North 66 degrees 09 minutes 38 seconds West a distance of 63.12 feet to the **POINT OF BEGINNING**.

Containing 0.1025 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on October 30, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018 Page 2 of 2
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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCEL 065-0003-0112
0.1374 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4026, Page 343 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204, North 84 degrees 30 minutes 55 seconds West a distance of 61.13 feet to a point;

Thence with the prolongation of the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 23.65 feet to a point approximately 1-foot behind the back of an existing stone wall and being the **REAL POINT of BEGINNING** for the lands herein described;

Thence continuing with said Western line, North 05 degrees 44 minutes 54 seconds East a distance of 84.35 feet to a point in the Southern right of way line of Churchill Avenue;

Thence with said Southern right of way line, South 84 degrees 30 minutes 55 seconds East a distance of 63.00 feet to the Northeast corner of subject parcel;

Thence leaving said Southern right of way line with the Eastern line of subject parcel, South 05 degrees 44 minutes 54 seconds West a distance of 105.99 feet to a point lying approximately 1-foot off the back of an existing stone wall;

Date Prepared: November 26, 2018

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence with a line approximately 1-foot off and parallel to existing back of wall the following two courses and distances:

North 63 degrees 45 minutes 50 seconds West a distance of 9.41 feet to a point of curvature;

Thence the with the arc of a curve to the left having a radius of 10,228.26 feet, an arc length of 57.11 feet, the chord of said arc bears North 65 degrees 49 minutes 26 seconds West a distance of 57.11 feet to the **POINT OF BEGINNING**.

Containing 0.1374 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4026, Page 343 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Dennis T. Dinkelacker, P.S. Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018 Page 2 of 2
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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCEL 065-0003-0114
0.1641 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4085, Page 1734 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204, North 84 degrees 30 minutes 55 seconds West a distance of 61.13 feet to a point;

Thence with the prolongation of the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 23.65 feet to a point approximately 1-foot behind the back of an existing stone wall;

Thence approximately 1-foot off and parallel to an existing back of wall the following two courses and distances:

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 57.11 feet, the chord of said arc bears South 65 degrees 49 minutes 26 seconds East a distance of 57.11 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

South 63 degrees 45 minutes 50 seconds East a distance of 9.41 feet to the Southwestern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Date Prepared: November 26, 2018

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Exhibit B, cont'd

State of Ohio
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Thence with the Western line of subject parcel, North 05 degrees 44 minutes 54 seconds East a distance of 105.99 feet to a point in the Southern right of way line of Churchill Avenue;

Thence with said Southern right of way line, South 84 degrees 30 minutes 55 seconds East a distance of 66.25 feet to the Northeast corner of subject parcel;

Thence leaving said Southern right of way line with the Eastern line of subject parcel, South 05 degrees 44 minutes 54 seconds West a distance of 108.00 feet to a point;

Thence with the Southern line of subject parcel, North 84 degrees 30 minutes 55 seconds West a distance of 60.94 feet to a point lying approximately 1-foot off the back of an existing stone wall;

Thence with a line approximately 1-foot off and parallel to the existing back of wall, North 63 degrees 45 minutes 50 seconds West a distance of 5.67 feet to the **POINT OF BEGINNING**.

Containing 0.1641 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4085, Page 1734 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S.

Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0041 & 0042
0.0192 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 194 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4246, Page 33 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204, North 84 degrees 30 minutes 55 seconds West a distance of 61.13 feet to a point;

Thence with the prolongation of the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 23.65 feet to a point approximately 1-foot behind the back of an existing stone wall;

Thence approximately 1-foot off and parallel to the existing back of wall the following two courses and distances:

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 57.11 feet, the chord of said arc bears South 65 degrees 49 minutes 26 seconds East a distance of 57.11 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

South 63 degrees 45 minutes 50 seconds East a distance of 15.08 feet to the Northwestern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Date Prepared: November 26, 2018

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 68.32 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 24.54 feet to a point lying approximately 1-foot off of an existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 28.36 feet, the chord of said arc bears North 62 degrees 21 minutes 45 seconds West a distance of 28.36 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

Thence South 24 degrees 41 minutes 41 seconds West a distance of 1.89 feet to an existing iron pin with cap (D.T. Dinkelacker #7736);

Thence with a line approximately 1-foot off and parallel to the existing back of a stone wall, North 63 degrees 45 minutes 50 seconds West a distance of 44.12 feet to the **POINT OF BEGINNING**.

Containing 0.0192 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4246, Page 33 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S.

Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0043, 0044 &
0045
0.0538 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 193 and 194 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4246, Page 1204 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 174.67 feet, the chord of said arc bears North 57 degrees 23 minutes 46 seconds West a distance of 174.62 feet to the Southeastern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 67.43 feet, the chord of said arc bears North 60 degrees 57 minutes 17 seconds West a distance of 67.42 feet to the Southwestern corner of subject parcel;

Thence with the West line of subject parcel, North 05 degrees 54 minutes 09 seconds East a distance of 24.54 feet to the Northwest corner of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 62.00 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 51.49 feet to the **POINT OF BEGINNING**.

Date Prepared: November 26, 2018

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Containing 0.0538 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4246, Page 1204 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0046
0.0479 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 192 and 193 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4246, Page 26 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 136.15 feet, the chord of said arc bears North 56 degrees 49 minutes 47 seconds West a distance of 136.12 feet to the Southeastern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 38.52 feet, the chord of said arc bears North 59 degrees 23 minutes 50 seconds West a distance of 38.52 feet to the Southwestern corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds West a distance of 51.49 feet to a point in the Northern line of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 35.00 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 67.85 feet to the **POINT OF BEGINNING**.

Date Prepared: November 26, 2018

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Containing 0.0479 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4246, Page 26 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Dennis T. Dinkelacker, P.S. Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0047
0.0472 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lot 191 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4245, Page 919 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 105.53 feet, the chord of said arc bears North 56 degrees 22 minutes 47 seconds West a distance of 105.52 feet to the Southeastern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 30.62 feet, the chord of said arc bears North 58 degrees 22 minutes 51 seconds West a distance of 30.62 feet to the Southwestern corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds West a distance of 67.85 feet to a point in the Northern line of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 27.58 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 81.33 feet to the **POINT OF BEGINNING**.

Containing 0.0472 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

Date Prepared: November 26, 2018

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4245, Page 919 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018

Dennis T. Dinkelacker, P.S.

Date

Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

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Exhibit B, cont'd

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0049
0.0993 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 189 and 190 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4030, Page 63 and Deed Book 4029, Page 70 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 53.47 feet, the chord of said arc bears North 55 degrees 36 minutes 52 seconds West a distance of 53.47 feet to the Southeastern corner of subject parcel and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence continuing approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 52.06 feet, the chord of said arc bears North 57 degrees 09 minutes 56 seconds West a distance of 52.06 feet to the Southwestern corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds East a distance of 81.33 feet to a point in the Northern line of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 46.42 feet to the Northeastern corner of subject parcel;

Thence with said Eastern line of subject parcel, South 05 degrees 54 minutes 09 seconds West a distance of 105.25 feet to the **POINT OF BEGINNING**.

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0049
Remainder Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Containing 0.0993 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4030, Page 63 and Deed Book 4029, Page 70 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018

Page 2 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0049
Remainder Description 11-26-18.docx

Exhibit B, cont'd



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
REMAINDER OF AUDITOR'S PARCELS 065-0003-0048 & 0050
THRU 0055
0.3608 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of Lots 188 and 189 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and part of Lot 2 of the Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 and being all of Lots 185, Lot 186 and Lot 187 of the Plat of Lots on the Lane Seminary Grounds as recorded in Plat Book 1, Page 108 and being part of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 390.00 feet to an existing cross notch at the Southeast corner of Lot 188 of aforesaid subdivision;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of Lot 188, North 05 degrees 54 minutes 09 seconds East a distance of 11.91 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) lying 1-foot off the existing back of walk and being the **REAL POINT of BEGINNING** for the lands herein described;

Thence approximately 1-foot off and parallel to the existing back of walk, with the arc of a curve to the left having a radius of 1949.00 feet, an arc length of 53.47 feet, the chord of said arc bears North 55 degrees 36 minutes 52 seconds West a distance of 53.47 feet to the Southwest corner of subject parcel;

Thence with the Western line of subject parcel, North 05 degrees 54 minutes 09 seconds East a distance of 105.25 feet to a point at the Northwest corner of subject parcel;

Thence with the Northern line of subject parcel, South 84 degrees 30 minutes 55 seconds East a distance of 129.00 feet to the Northeast of subject parcel;

Thence with said Eastern line of subject parcel and Lot 185 of the aforesaid subdivision, South 05 degrees 54 minutes 09 seconds West a distance of 124.00 feet to the Southeast corner of subject parcel;

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-065-0003-0048 & 0050 thru 0055 Remainder Description 11-26-18.docx

Exhibit B, cont'd

State of Ohio
CEC Project 181-592

Thence with the Southern line of subject parcel and the Southern line of Lots 185, Lot 186 and Lot 187 of the aforesaid subdivision, North 84 degrees 30 minutes 55 seconds West a distance of 82.00 feet to the Southwest corner of Lot 187 of the aforesaid subdivision;

Thence with the prolongation of the Western line of said Lot 187, South 05 degrees 54 minutes 09 seconds West a distance of 7.09 feet to the **POINT OF BEGINNING**.

Containing 0.3608 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes the remaining lands owned by the City of Cincinnati as recorded in Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/24/2018
Dennis T. Dinkelacker, P.S. Date
Ohio Registered Professional Surveyor No. 7736

EXHIBIT C

to Property Sale Agreement

Quitclaim Deed (City to Grantee: Sale)

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

(sale)

QUITCLAIM DEED

The **City of Cincinnati**, an Ohio municipal corporation, for consideration of One Dollar (\$1.00), hereby grants and conveys to **The Ohio Historical Society**, dba Ohio History Connection, an Ohio non-profit corporation, the address of which is 800 E. 17th Avenue, Columbus, OH 43211 ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Survey*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address: approx. 0.6340 acre of land along E. Martin Luther King Jr Drive,
north of Foraker Ave, Cincinnati, OH

Auditor's Parcel No. _____

Prior instrument reference:

As provided in that certain *Property Sale Agreement* between the City and Grantee dated on or about _____, 202_, THIS TRANSFER IS SUBJECT TO, AND THE CITY HEREBY CREATES THE FOLLOWING EASEMENTS, COVENANTS AND RESTRICTIONS.

(1) Retaining Wall Access and Maintenance Easement.

The City hereby reserves and creates a permanent easement over the Property in favor of the City, for access to the retaining wall located on the adjoining City-owned property, by the City's employees, agents and contractors, for the purpose of maintaining and repairing the wall, including without limitation periodically placing materials and equipment within the easement area as deemed necessary by the City in connection therewith. The easement area is depicted on Exhibit C and described on Exhibit D hereto. Grantee shall not construct or install any gates, fences or other improvements or do anything else that would interfere with the City's continuous access and use of the easement area for the purposes herein described. The City shall have the right to remove any obstructions caused by Grantee, at Grantee's expense.

(2) Use Restriction.

The Property shall be used solely in conjunction with the operation of the adjacent Harriet Beecher Stowe House Historic Site, located at 2950 Gilbert Avenue, Cincinnati; specifically, for cultural and public purposes.

(3) Site Plan Approval.

Prior to undertaking construction of parking or other improvements on the Property, Grantee shall:

(i) submit plans and specifications to the City's Department of Transportation and Engineering for review and approval.

(4) No Separate Conveyance of Property from Harriet Beecher Stowe House Historic Site.

Except for the transfer of the Property to the State of Ohio, the Property shall not hereafter be conveyed separately from the adjacent Harriet Beecher Stowe House Historic Site (currently owned by the State of Ohio). Upon a breach of this covenant, title to the Property shall automatically revert to the City.

Covenants to "Run with the Land". All of the easements, covenants and restrictions herein shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

This conveyance was authorized by Ordinance No. ____-2020, passed by Cincinnati City Council on _____, 2020.

Executed on _____, 2020.

City of Cincinnati

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Paula Boggs Muething, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

Exhibits to Quitclaim Deed (Sale):

Exhibit A – *Survey*

Exhibit B – *Legal Description*

Exhibit C – *Easement Plat – Retaining Wall Access and Maintenance Easement Area*

Exhibit D – *Legal Description – Retaining Wall Access and Maintenance Easement Area*

EXHIBIT B
to Quitclaim Deed (Sale)

Legal Description

DESCRIPTION OF
CUT-UP SURVEY
0.6340 ACRES
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being all of Lot 196 and being part of Lots 188 thru 195 and Lot 197 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and Plat Book 1, Page 108 and also being part of Lot 1 of Plat of Subdivision of the Land of Henry Walter as recorded in Plat Book 1, Page 36 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing Northern Right of way line of Foraker Avenue, South 84 degrees 30 minutes 55 seconds East a distance of 96.50 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southeast corner of the lands now or formerly owned by James Temple Church of God in Christ as recorded in Official record 11463, Page 1052 of the aforesaid records and being the **REAL POINT OF BEGINNING** for the lands herein described;

Thence leaving the existing Northern right of way of Foraker Avenue with the existing Eastern line of James Temple Church of God in Christ, North 05 degrees 54 minutes 09 seconds East a distance of 143.00 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Northeast corner of said James Temple Church;

Thence leaving the Eastern line of said James Temple Church with the Northern line of James Temple Church and in part with the lands now or formerly owned by the State of Ohio as recorded in Official Record 12786, Page 1204 and the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 4058, Page 666 of the aforesaid records, North 84 degrees 30 minutes 55 seconds West a distance of 121.13 feet to a set iron pin with cap (D.T. Dinkelacker #7736) at the Southwest corner of the lands now or formerly owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859 of the aforesaid records;

Thence with the Western line of the City of Cincinnati property, North 05 degrees 44 minutes 54 seconds East a distance of 43.52 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot behind the back of an existing stone wall at a point of curvature;

Thence parallel to and approximately 1-foot off the back of a stone wall, the following two courses and distances:

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Cut-Up Legal Description 11-26-18.docx

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Exhibit B, cont'd

State of Ohio
CEC Project 181-592

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 120.23 feet to a set iron pin with cap (D.T. Dinkelacker #7736), the chord of said arc bears South 66 degrees 00 minutes 03 seconds East a distance of 120.23 feet to said set point;

Thence South 63 degrees 45 minutes 50 seconds East a distance of 59.19 feet to a set iron pin with cap (D.T. Dinkelacker #7736);

Thence North 24 degrees 41 minutes 41 seconds East a distance of 1.89 feet to a set iron pin with cap (D.T. Dinkelacker #7736) approximately 1-foot off the existing back of walk at a point of curvature;

Thence parallel to and 1-foot off the existing back of walk, with a curve to the right having a radius of 1949.00 feet, an arc length of 270.47 feet to a set iron pin with cap (D.T. Dinkelacker #7736) in the Eastern line of Lot 188 of the Lane Seminary Grounds as recorded in Plat Book 2, Page 271 of the aforesaid records, the chord of said arc bears South 58 degrees 48 minutes 14 seconds East a distance of 270.25 feet to said set pin;

Thence with the Eastern line of said Lot 188, South 05 degrees 54 minutes 09 seconds West a distance of 11.91 feet to a cut cross notch in the existing sidewalk and lying in the existing Northern right of way line of Foraker Avenue;

Thence with said existing Northern right of way line, North 84 degrees 30 minutes 55 seconds West a distance of 293.50 feet to the **POINT OF BEGINNING**.

Containing 0.6340 acre of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on October 30, 2018 and describes a portion of the lands owned by the City of Cincinnati as recorded in Deed Book 3851, Page 859, Deed Book 4026, Page 343, Deed Book 4085, Page 1734, Deed Book 4246, Page 28, Deed Book 4246, Page 30, Deed Book 4246, Page 33, Deed Book 4246, Page 1204, Deed Book 4246, Page 26, Deed Book 4245, Page 919, Deed Book 4030, Page 63, Deed Book 4029, Page 70 and Deed Book 4253, Page 494 of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Date

Dennis T. Dinkelacker, P.S.
Ohio Registered Professional Surveyor No. 7736

Date Prepared: November 26, 2018
File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Cut-Up Legal Description 11-26-18.docx

Page 2 of 2

EXHIBIT D
to Quitclaim Deed (Sale)

Legal Description – Retaining Wall Access and Maintenance Easement Area



Civil & Environmental Consultants, Inc.

**DESCRIPTION OF
10' WALL MAINTENANCE EASEMENT
0.0598 ACRE
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati and being part of original Lot 239 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 of the Hamilton County, Ohio, Records and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 199 of the Subdivision of Part of Lane Seminary Grounds as recorded in Plat Book 2, Page 271 and also lying in the existing Northern right of way line of Foraker Avenue;

Thence with the existing right of way line of Foraker Avenue and the prolongation of Lot 199, South 05 degrees 54 minutes 09 seconds West: a distance of 21.49 feet to a point;

Thence continuing with said right of way line, North 83 degrees 51 minutes 35 seconds West a distance of 58.00 feet to the Southeastern corner of subject easement to the **REAL POINT of BEGINNING** for the easement herein described;

Thence continuing with the Northern right of way line of Foraker Avenue, North 83 degrees 51 minutes 35 seconds West a distance of 162.31 feet to a point of curvature;

Thence with the arc of a curve to the right having a radius of 14.64 feet, an arc length of 20.38 feet to a point in the existing Eastern right of way line of Gilbert Avenue, the chord of said arc bears North 21 degrees 27 minutes 24 seconds West: a distance of 18.77 feet to said point;

Thence with the Eastern right of way line of Gilbert Avenue and the Western line of subject easement, the following three courses and distances:

North 12 degrees 59 minutes 41 seconds East a distance of 22.37 feet to a point;

North 14 degrees 09 minutes 15 seconds East a distance of 30.94 feet to a point;

North 15 degrees 33 minutes 59 seconds East a distance of 32.20 feet to the Northwestern corner of subject easement;

Thence continuing with said right of way line and the Northern line of subject easement, South 84 degrees 36 minutes 10 seconds East a distance of 0.58 feet to a point;

Thence continuing with the Northern line of subject easement, South 84 degrees 26 minutes 06 seconds East a distance of 9.57 feet to the Northeastern corner of subject easement;

Date Prepared: November 26, 2018

Page 1 of 2

File Name: P:\2018\181-592\Survey\Documents\Final Legals 2018-11-26\181592 LD-Wall Easement Description2.docx

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EXHIBIT D, cont'd

State of Ohio
CEC Project 181-592

Thence parallel to and approximately 1-foot off the back of a stone wall, the following two courses and distances:

With the arc of a curve to the right having a radius of 10,228.26 feet, an arc length of 120.23 feet to an existing iron pin with cap (D.T. Dinkelacker #7736), the chord of said arc bears South 66 degrees 00 minutes 03 seconds East a distance of 120.23 feet to said existing pin;

Thence South 63 degrees 45 minutes 50 seconds East a distance of 59.19 feet to an existing iron pin with cap (D.T. Dinkelacker #7736) at the Northeastern corner of subject easement;

Thence with the Eastern line of subject easement, South 24 degrees 41 minutes 41 seconds West a distance of 10.00 feet to the Southeastern corner of subject easement;

Thence with the Southern line of subject easement, North 63 degrees 45 minutes 50 seconds West a distance of 48.33 feet to the **POINT OF BEGINNING**.

Containing 0.0388 acre or 1690.13 square feet of land, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared by Dennis T. Dinkelacker, Ohio Registration No. 7736, on November 26, 2018 and describes a portion of the lands owned by the State of Ohio as recorded in Official Record ____, Page ____, of the Hamilton County, Ohio, Records.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Dennis T. Dinkelacker 11/26/2018
Dennis T. Dinkelacker, P.S. Date

Ohio Registered Professional Surveyor No. 7736

December 16, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202002186

Subject: **Cincinnati Health Department Behavioral Health Services
Partnership**

REFERENCE DOCUMENT #202001900

On October 29, 2020, Councilmember Jan-Michele Lemon Kearney referred the following for a report:

MOTION, submitted by Councilmember Kearney, WE MOVE for the City Administration to provide a report to City Council regarding the feasibility of partnering with mynde.me a nonprofit project recently launched in Cincinnati that seeks to provide a free mental health education portal to any city or community that wants it.

Mental health remains a community challenge that has been exacerbated by the COVID-19 pandemic. Education and support are vital. Mynde.me offers a dedicated and customized mental health education portal providing free resources and support to people struggling with mental health issues, and family members and loved ones who support them.

SUMMARY

The Cincinnati Health Department-CCPC Behavioral Health Program will provide (upon approval) Mynde.me founder Neal O'Farrell with Behavioral Health program information accessible via the internet at: <https://www.cincinnati-oh.gov/health/cincinnati-health-department-programs/behavioral-health/> .

Mr. O'Farrell (upon approval) will provide this link within the Mynde.me mental health educational portal accessible to the citizens of the Greater Cincinnati area. This collaboration with Mynde.me will provide the Cincinnati Health Department-CCPC Behavioral Health program with advertisement of services at no cost.

c: Melba R. Moore, DBA, MS, CPHA, Health Commissioner

December 16, 2020

To: Mayor and Members of City Council **202002192**
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – Amending Ordinance No. 79-1981 (CHMA Westwood Northern Landslide)

Transmitted herewith is an emergency ordinance captioned as follows:

AMENDING Ordinance No. 79-1981 to modify the revocable street privilege granted thereunder to the Cincinnati Metropolitan Housing Authority, which revocable street privilege authorized the construction and maintenance of certain retaining structures in City-owned right-of-way in order to provide lateral support for a portion of Westwood Northern Boulevard.

The reason for the emergency is the immediate need to clarify the obligations of CMHA with respect to the hillside area that is the subject of this ordinance, and the immediate need for the City to recover the costs it incurred in repairing said hillside.

cc: John Juech, Assistant City Manager

EMERGENCY

JRS

- 2020

AMENDING Ordinance No. 79-1981 to modify the revocable street privilege granted thereunder to the Cincinnati Metropolitan Housing Authority, which revocable street privilege authorized the construction and maintenance of certain retaining structures in City-owned right-of-way in order to provide lateral support for a portion of Westwood Northern Boulevard.

WHEREAS, City Council adopted Ordinance No. 79-1981 on February 25, 1981, through which the Council granted a revocable street privilege to the Cincinnati Metropolitan Housing Authority (“CMHA”) to permit the construction of approximately 500 feet of retaining structures in order to provide lateral support for a portion of Westwood Northern Boulevard following a landslide that threatened to undermine the integrity of Westwood Northern Boulevard and CMHA’s Millvale Housing Complex; and

WHEREAS, the landslide leading to the adoption of Ordinance No. 79-1981 resulted at least in part from hillside destabilization caused by work undertaken by CMHA when developing the Millvale Housing Complex in the 1950s and, for this reason, the ordinance required CMHA to maintain the retaining structures and to provide lateral support for the roadway and shoulder at its sole expense; and

WHEREAS, the subject hillside recently slid again and threatened the integrity of a portion of Westwood Northern Boulevard and the Millvale Housing Complex; and

WHEREAS, the City performed emergency repairs to stabilize the hillside in FY20 to remove immediate threats to public health and safety and to otherwise remove the threat to City-owned property and the Millvale Housing Complex; and

WHEREAS, CMHA has agreed to provide reimbursement to the City in the amount of \$469,319.00 for the costs the City incurred in stabilizing the hillside, as authorized by CMHA’s Board of Commissioners on September 29, 2020 by Resolution No. 5461, which amount approximates the cost and expense the City incurred in its stabilization and repair efforts; and

WHEREAS, in consideration for CMHA’s agreement to reimburse the City, the City has agreed to assume sole responsibility for repairing and maintaining those portions of the hillside that it stabilized and repaired; and

WHEREAS, CMHA will otherwise remain responsible for repairing and maintaining the remaining portions of the hillside pursuant to the terms and conditions of Ordinance No. 79-1981; and

WHEREAS, the Council wishes to amend Ordinance No. 79-1981 to reflect the agreement between the City and CMHA and to clarify that, upon providing the agreed reimbursement amount to the City, CMHA will no longer have responsibility for repairing and maintaining those portions of the hillside for which the City has agreed to assume responsibility; now, therefore,

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

Section 1. That Ordinance No. 79-1981 is hereby amended by ordaining a new Section 2 as follows:

Section 2. Upon the City's receipt of payment from the Cincinnati Metropolitan Housing Authority ("CMHA") in the amount of \$469,319.00 as reimbursement for the costs incurred by the City in FY20 in making emergency repairs to the retaining structures and adjacent hillside that are the subject of this ordinance, the improvements and area governed by the Revocable Street Privilege, and its applicable reservations, limitations, and restrictions, shall be reduced to the approximately one hundred sixty-five (165) feet of retaining structures consisting of two (2) feet diameter reinforced concrete caissons located in the area depicted on the attached Exhibit A, incorporated herein by reference.

Section 2. That existing Section 2 of Ordinance No. 79-1981 and the subsequent sections of the ordinance are hereby renumbered accordingly.

Section 3. That except as otherwise expressly amended herein, Ordinance No. 79-1981 shall remain in full force and effect.

Section 4. That the City Manager and the appropriate City officials are hereby authorized to take all necessary and proper actions to carry out the terms of Sections 1 hereof, including executing any agreements necessary to clarify the respective obligations of the City and CMHA with respect to the hillside area that is the subject of this ordinance.

Section 5. That, upon the City’s receipt of funds from CMHA for reimbursement of costs incurred in repairing the retaining structures and hillside that are the subject of this ordinance, such proceeds shall be deposited into the Wall Stabilization and Landslide Correction Fund No. 980x233x7671x202312.

Section 6. That the City’s Finance Director is authorized to transfer and appropriate any such funds from the Wall Stabilization and Landslide Correction Fund No. 980x233x7671x202312 for the repayment of funds used by the City to repair the retaining structures and hillside that are the subject of this ordinance.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to clarify the obligations of CMHA with respect to the hillside area that is the subject of this ordinance, and the immediate need for the City to recover the costs it incurred in repairing said hillside.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.



CONTRACT
DRAWING
PRINTS NOT BEARING
THIS STAMP ARE MADE
HEREBY UNLAWFUL
FOR BIDS AND ARE TO BE
CONSIDERED INVALID FOR
CONTRACT PURPOSES.

Department of
Transportation
and Engineering
City of Cincinnati
801 Elm Street
Cincinnati, Ohio 45202

WESTWOOD NORTHERN BLVD
MAP OF HILLSIDE INCIDENT AREA

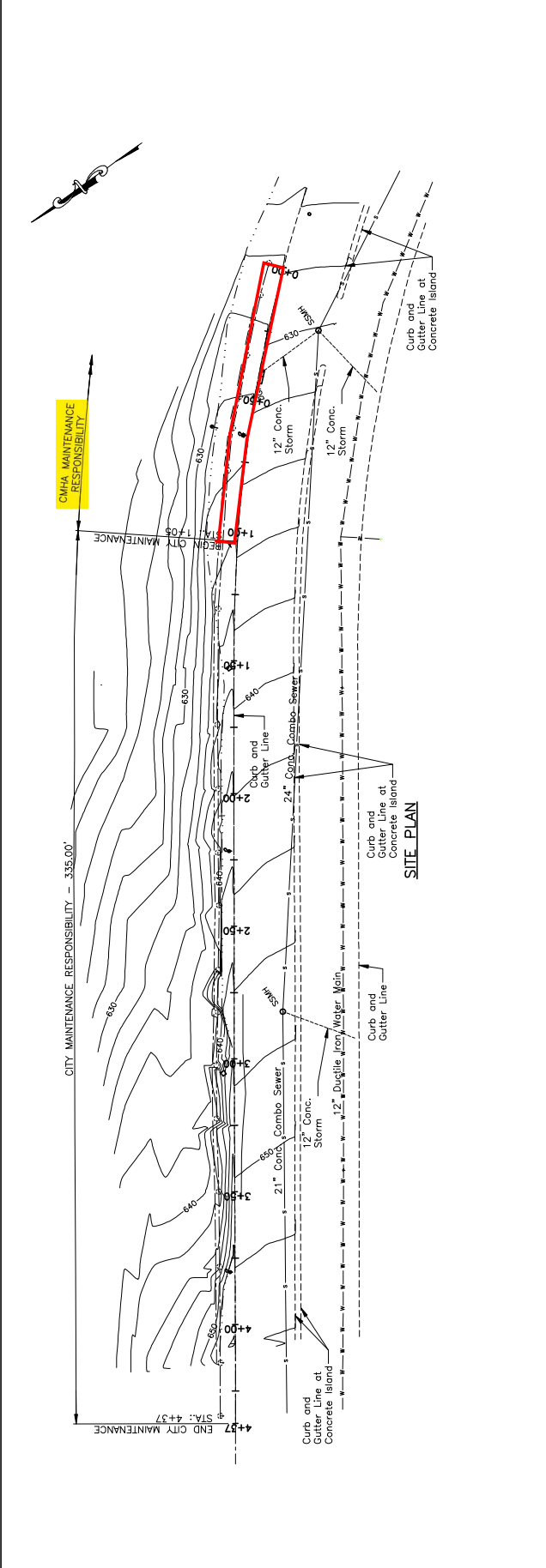
Revisions	No.	Date	By

Drawn by _____
Checked by _____
Reviewed by _____
Date _____
Date _____
Date _____

Consultant
Structure File Number _____
ACC No. _____
1 / 1



PROFESSIONAL STAMP



NOTE:

City is responsible to maintain and repair the caisson wall consisting of both the 24 inch diameter caissons and the 30 inch diameter caissons along the length of the wall beginning at the eastern most 30" diameter caisson (Station 1+05) and ending at the western most 30" diameter caisson (Station 4+37). The City is responsible for maintaining the area on the uphill side of the caisson wall between the piers identified above.

CMHA retains the obligation to comply with the terms and conditions of the Permit and Ordinance for the length of the existing caisson wall east of the eastern most 30" diameter caisson (Station 1+05).

Westwood Northern Boulevard Hillside Incident Area Baseline Coordinates		
Station	Northing	Existing
1+05	42271.408	1386516.047
1+25	422283.785	1386502.339
1+50	422298.757	1386482.321
1+75	422313.415	1386462.069
2+00	422328.029	1386441.785
2+25	422342.630	1386421.492
2+50	422357.219	1386401.190
2+75	422371.824	1386380.900
3+00	422386.390	1386360.582
3+25	422400.963	1386340.269
3+50	422415.469	1386319.908
3+75	422429.979	1386299.549
4+00	422444.537	1386279.225
4+25	422459.094	1386258.900
4+37	422466.104	1386249.161

Date: December 16, 2020

To: Mayor and Members of City Council **202002219**
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – LEASE OF PORTION OF BALDWIN ALLEY

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Lease Agreement* with OTR Collective LLC, doing business as Cobblestone OTR, pursuant to which the City will lease a portion of Baldwin Alley south of West 12th Street in the Over-the-Rhine neighborhood for a term of up to twenty years.

Cobblestone OTR (“Grantee”) has a leasehold interest in property that abuts Baldwin Alley in Over-the-Rhine. The Grantee has requested to lease a portion of the Alley as depicted in the attached Lease Agreement. It has been determined that the Lease Area, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, a term of up to twenty years. It has also been determined that leasing the Lease Area to Grantee is not adverse to the City’s retained interest in the Lease Area and the Alley.

The fair market rental value of the Lease Area is approximately \$200 per year, which Grantee has agreed to pay.

The City Planning Commission approved the lease of the Lease Area at its meeting on September 4, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Lease Agreement

cc: John S. Brazina, Director, Transportation and Engineering John B.

City of Cincinnati

CHM *AWB*

An Ordinance No. _____

- 2020

AUTHORIZING the City Manager to execute a *Lease Agreement* with OTR Collective LLC, doing business as Cobblestone OTR, pursuant to which the City will lease a portion of Baldwin Alley south of West 12th Street in the Over-the-Rhine neighborhood for a term of up to twenty years.

WHEREAS, the City of Cincinnati owns certain real property, designated as right of way, commonly known as Baldwin Alley in the Over-the-Rhine neighborhood, which property is generally located south of West 12th Street and north of Central Parkway (the “Property”) and is under the management of the Department of Transportation and Engineering (“DOTe”); and

WHEREAS, OTR Collective LLC, doing business as Cobblestone OTR (“Grantee”), has a leasehold interest in certain real property abutting the Property and has requested to lease from the City a portion of the Property as more particularly depicted in the *Lease Agreement* incorporated herein as Attachment A (the “Lease Area”); and

WHEREAS, the City Manager, in consultation with DOTe, has determined that (i) the Lease Area, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, and (ii) leasing the Lease Area to Grantee is not adverse to the City’s retained interest in the Lease Area and the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by appraisal that the fair market rental value of the Lease Area is approximately \$200 per year, which Grantee has agreed to pay; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Lease Area at its meeting on September 4, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Lease Agreement* with OTR Collective LLC, doing business as Cobblestone OTR (“Grantee”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant

to which the City of Cincinnati will lease a portion of Baldwin Alley south of West 12th Street, as more particularly depicted in the *Lease Agreement* (the “Lease Area”) for a term of up to 20 years.

Section 2. That the Lease Area, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease.

Section 3. That leasing the Lease Area to Grantee is not adverse to the City’s retained interest in the Lease Area.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Lease Area is in the best interest of the City because as a practical matter, no one other than Grantee, an abutting long-term leasehold tenant, would have any interest in leasing the Lease Area and assuming responsibility for the maintenance and repair thereof.

Section 5. That the fair market value of the lease, as determined by appraisal by the City’s Real Estate Services Division, is \$200 per year, which Grantee has agreed to pay.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the *Lease Agreement*, including executing any and all ancillary documents associated therewith.

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

LEASE AGREEMENT

(Portion of Baldwin Alley south of W. 12th Street and adjacent to the rear of 1132 Race Street)

This Lease Agreement (“**Lease**”) is made and entered into by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which for purposes of this Lease is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **OTR Collective LLC**, an Ohio limited liability company, d/b/a **Cobblestone OTR** (“**Cobblestone**”), the address of which for purposes of this Lease is 1132 Race Street, Cincinnati, OH 45202.

Recitals:

A. The City owns the public right-of-way known as Baldwin Alley, between W. 12th Street and W. Central Parkway in Over-the-Rhine, as shown on Exhibit A (*Site Plan*) hereto.

B. Parkview Real Estate Holdings, LLC (“**Parkview**”) owns certain real property generally located at the southeast corner of Race and 12th Streets, abutting Baldwin Alley to the west, as shown on Exhibit A (the “**1132 Race Street Property**”). Parkview leases the 1132 Race Street Property to Cobblestone.

C. Cobblestone desires to lease a portion of Baldwin Alley from the City (said portions being shown on Exhibit A and referred to herein as the “**Leased Premises**”) so that it can restrict vehicular and pedestrian traffic through the Leased Premises in an effort to reduce loitering, drinking, drug dealing and other illegal and offensive activity, and repurpose the Leased Premises for commercial use.

D. The City’s Department of Transportation and Engineering (“**DOTe**”) has determined that the Leased Premises are not needed for vehicular or pedestrian access.

E. The fair market rental value of the Leased Premises, as determined by appraisal by the City’s Real Estate Services Division, is \$200/year for the leased portion of Baldwin Alley, which Cobblestone has agreed to pay.

F. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because, as a practical matter, no one other than an abutting property owner, and in this case, an abutting lessee with consent of the abutting property owner, would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

G. As a condition of receiving DOTe’s consent to this Lease, Cobblestone has provided the City with the written consent from the abutting property owners, copies of which are attached hereto as Exhibit B.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the change in use of the Leased Premises at its meeting on September 4, 2020.

NOW THEREFORE, the parties hereby agree as follows:

1. **Grant.** The City does hereby lease the Leased Premises to Cobblestone, and Cobblestone does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to Cobblestone are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Cobblestone concerning the physical condition of the Leased Premises or the condition of the City’s title to the Leased Premises and, on the Commencement Date, Cobblestone shall accept the Leased Premises in “as is” condition.

2. Term.

(A) The term ("**Term**") of this Lease ("**Initial Term**") shall be **five (5) years** and shall commence on the Effective Date (as defined on the signature page hereof) (herein, the "**Commencement Date**") and, unless sooner terminated as herein provided, shall expire on the 5th anniversary thereof. As used herein, a "**Lease Year**" shall mean the 12-month period from the month and day of the Commencement Date through the day preceding the one-year anniversary thereof.

(B) Renewal Periods (three 5-year renewal periods). Provided that on the commencement date of each renewal period Cobblestone is not in default under this Lease beyond any applicable notice and cure period provided for herein, Cobblestone shall have the option to extend the Term of this Lease for three (3) renewal periods of five (5) years each (each, a "Renewal Period") (for a total Term, including the Initial Term, of 20 Lease Years), exercisable by giving written notice to the City no less than ninety (90) days prior to the date that the initial Term (or then current renewal period, whichever is applicable) would otherwise have expired. Each renewal shall be on the same terms and conditions as set forth herein (except that, after the 3rd Renewal Period, there shall be no additional renewal options unless agreed to by the parties in a written amendment to this Lease). As used herein, the "**Term**" of this Lease means the Initial Term and, if applicable, the Renewal Periods.

(C) Early Termination on 30 Days Notice. Notwithstanding anything in this Lease to the contrary, the City may terminate this Lease at any time during the Term, by giving Cobblestone no less than 30 days prior written notice thereof, if the City determines that it needs the Leased Premises or any portion thereof for a municipal purpose or for any other reason. Similarly, Cobblestone may terminate this Lease at any time and for any reason by giving the City no less than 30 days prior written notice thereof.

3. Rent.

(A) Base Rent. On the Commencement Date, and on each anniversary thereof during the Term, Cobblestone shall pay the City annual rent for the Leased Premises in the amount of \$200/year for the Leased Premises.

(B) Late Payment. If any payment owed by Cobblestone hereunder is not received by the City on the due date, Cobblestone shall pay the City a late charge equal to five percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated or expires prior to the end of a year, the City shall not be required to refund any portion of the prepaid rent for such year to Cobblestone. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, Attention: Real Estate, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, or to such other address as the City may from time to time designate in writing.

4. Permitted Use. Cobblestone may use the Leased Premises as a private walkway or patio for placement of tables and chairs for patrons of Cobblestone's eating and drinking establishment, for storage and other uses that serve the 1132 Race Street Property, and for no other purpose unless consented to in writing by DOTE (the "**Permitted Uses**"). Notwithstanding the forgoing, nothing herein shall be construed to permit or authorize any use or activity prohibited by applicable land use regulations, including, without limitation to, the Cincinnati Zoning Code. Cobblestone shall apply for and receive any and all required permits from DOTE and the City's Department of Buildings and Inspections, for the Permitted uses before the establishment of any of the Permitted Uses at the Leased Premises. Cobblestone shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment.

5. Utilities & Other Expenses. During the Term of this Lease, Cobblestone shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes and assessments levied against the Leased Premises that become due and payable during the Term, and (iii) any and all other operating expenses associated with the Leased Premises. *Cobblestone acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

6. Maintenance and Repairs. Cobblestone shall, at its sole expense, keep and maintain the Leased

Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs and sidewalks within the Leased Premises. Cobblestone shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Cobblestone shall promptly repair such damage at its sole expense. Cobblestone shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

7. Alterations.

(A) Vehicular/Pedestrian Barriers. Cobblestone, at its expense, shall have the right (but not the obligation) to prevent vehicular and pedestrian use of the Leased Premises or any portion or portions thereof by installing a security fence with a lockable gate and/or other forms of barriers approved by DOTE, at the north and south ends of the Leased Premises (each, a “**Barrier**”, and collectively, the “**Barriers**”). The Barriers shall provide for a minimum 12 foot horizontal clearance for access by utility maintenance vehicles. All upright posts shall be located no closer than 3 feet to existing underground utility lines. The Barriers shall be constructed so that visibility through the Barriers is not impaired. Cobblestone, through a licensed street contractor, shall obtain a street opening permit before installing the Barriers and shall pay any and all permit fees imposed by DOTE. Before a street opening permit can be issued, Cobblestone’s licensed street contractor shall be required to supply two sets of plans to DOTE for approval showing the location of the Barriers in relation to street fixtures and the rights-of-way lines and, if applicable, providing the manufacturer’s details of the gate and locking mechanism. Unless otherwise approved by DOTE, the locking mechanism shall include key locking from the outside and panic hardware for pedestrian egress on the inside and such other features as may be required by DOTE. At the end of the Term, and unless DOTE requires that the Barriers remain in place, Cobblestone shall remove the Barriers and immediately perform all necessary street and sidewalk restoration under a DOTE street opening permit obtained by a licensed contractor. If Cobblestone fails to timely remove the Barriers and complete such restoration to the satisfaction of the City Engineer, the City may do so at Cobblestone’s expense, which amount shall be payable by Cobblestone within thirty (30) days after Cobblestone’s receipt of a statement from the City indicating the amount due.

(B) Access by City Departments, Utility Companies and Others. (i) Cobblestone shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year), by: (i) DOTE for inspection and all other reasonable purposes; (ii) the City’s Police and Fire Departments; (iii) Greater Cincinnati Water Works (“**GCWW**”) for the inspection, maintenance, repair or replacement of existing water mains in the area; (iv) Metropolitan Sewer District for the inspection, maintenance, repair or replacement of existing public sewers in the area; (v) Cincinnati Bell for the inspection, maintenance, repair or replacement of existing telephone facilities in the area; and (vi) Duke Energy for the inspection, maintenance, repair or replacement of any and all existing gas or electric facilities in the area. Cobblestone shall contact GCWW at least 2 full working days prior to commencing any construction within the Leased Premises; the GCWW contact person is Mark Niehe (513-591-7870). If Cobblestone installs gates under paragraph 7(A) above, Cobblestone shall provide the City and such utility companies, upon their request from time to time and at no cost to them, with a reasonable number of keys to unlock the gates. If Cobblestone undertakes any action or constructs any improvements within the Leased Premises that interfere with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Cobblestone under this Lease.

(ii) If Cobblestone’s activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to a utility provider, Cobblestone shall immediately notify the appropriate utility provider. All costs of such repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Cobblestone and shall be payable by Cobblestone within thirty (30) days after Cobblestone receives documentation substantiating such costs. If any utility company damages or must remove any improvements installed by Cobblestone within the Leased Premises in connection with its inspection, maintenance, repair or replacement of its existing utility facilities in the area, Cobblestone shall be solely responsible for all costs associated with the repair or replacement of Cobblestone’s improvements.

(C) No Liens. Cobblestone shall not permit any mechanics liens to attach to the Leased Premises in

connection with work performed by or at the request of Cobblestone.

(D) Compliance with Laws. Cobblestone shall obtain all necessary City inspection permits for work within the Leased Premises performed by Cobblestone and shall pay all required permit fees. Cobblestone shall ensure that all work is performed in compliance with all applicable federal, state and local laws, codes, regulations and other governmental requirements.

(E) No Other Alterations or Signs. Except as permitted under this section, Cobblestone shall not make any alterations or improvements to the Leased Premises, install any signs within the Leased Premises that are visible from outside the Leased Premises, install any new utilities within the Leased Premises, or remove any existing improvements within the Leased Premises, without obtaining the prior written consent of DOTE. If Cobblestone proposes to install any permanent structures or other improvements in addition to the Barriers, Cobblestone shall also obtain the prior written consent of the utility companies that have utilities located within the Leased Premises.

8. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Cobblestone shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured, and such additional insurance as DOTE or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Cobblestone hereunder shall be issued by insurance companies reasonably acceptable to the City. If Cobblestone constructs any improvements within the Leased Premises, Cobblestone shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Cobblestone shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Subrogation. All improvements, materials, equipment and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Cobblestone's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. Cobblestone hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Cobblestone's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that Cobblestone shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) Indemnification. Cobblestone shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages relating to the Leased Premises and accruing during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

9. Default. Should Cobblestone fail to pay the rent or to perform any other obligation under this Lease within thirty (30) days after receiving written notice thereof from the City (herein, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Cobblestone. Cobblestone shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Cobblestone's default or the termination of this Lease. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Cobblestone's sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Cobblestone shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Cobblestone's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

10. Notices. All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express or other recognized overnight courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Cobblestone sends a notice to the City alleging that the City is in default under this Lease, Cobblestone shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

11. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Cobblestone shall surrender the Leased Premises to the City in the condition in which Cobblestone is required to maintain the Leased Premises under the terms of this Lease. If Cobblestone remains in possession of the Leased Premises after the end of the Term, then, at the City's option, such holdover shall create a tenancy from month-to-month on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to the then fair market rental value of the Leased Premises as determined by appraisal by the City's Real Estate Services Division.

(B) Removal of Alterations. If Cobblestone has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements Cobblestone shall be required to surrender (at no cost to the City) and which improvements Cobblestone shall be required to remove. If Cobblestone fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by Cobblestone, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and Cobblestone shall pay all costs incurred by the City in so doing within twenty days after the City's written demand. As provided in paragraph 7(A) hereof, at the end of the Term, and if required by DOTE, Cobblestone shall remove any and all Barriers installed by it under said paragraph.

12. General Provisions. This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Lease may be amended only by a written amendment signed by both parties hereto. Cobblestone shall not assign its interests under this Lease or sublet any portion of the Leased Premises without the prior written consent of the City, which consent may be withheld in the City's sole discretion. This Lease shall terminate automatically upon the termination of Cobblestone's leasehold interest in the 1132 Race Street Property. This Lease shall be binding upon the parties and their respective successors and permitted assigns. This Lease shall not be recorded in the Hamilton County, Ohio Recorder's office. This Lease shall be governed by the laws of the City of Cincinnati and the State of Ohio.

13. Additional Conditions from City's Coordinated Reports.

(A) Notwithstanding anything herein to the contrary, if Central Parkway is temporarily closed to the public for special events, Cobblestone shall keep the leased portion of Baldwin Alley open to vehicular traffic during each such event.

(B) No building, structure or improvement of any kind shall be made in the lease area which will interfere with access to or operation of the existing water mains. GCWW would allow gates on the alleys. The City of Cincinnati, Ohio shall not be responsible to any present or future owners of said property or present or future owners of property with rights of ingress and egress over said property for reason of entering for constructing, maintaining or replacing the water mains. Further, the City of Cincinnati, Ohio shall not be responsible to any present or future owners of said property or future owners of property with rights of ingress and egress over said property for any damages which result from disruption or denial of said rights of ingress and egress or other rights of access by reason of entering for constructing, maintaining, or replacing the water main. No grade changes of any kind over any part of the full width profile of this lease area are permitted at any time so not to impact any present or future GCWW operations. Any building, structure or improvement to be constructed in the vicinity of the lease area shall be kept not less than three (3) feet from the existing water mains. The full width of the lease area

must always be accessible to the GCWW for future operation and maintenance purposes.

14. **Exhibits.** The following Exhibits are attached hereto:
Exhibit A – *Site Plan*
Exhibit B – *Copy of consents from abutting property owners*

[SIGNATURE PAGE FOLLOWS]

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

OTR COLLECTIVE LLC,
an Ohio limited liability company,
d/b/a **COBBLESTONE OTR**

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

SEEN AND CONSENTED TO BY:
PARKVIEW REAL ESTATE HOLDINGS, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

City of Cincinnati

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2020

Recommended by:

John S. Brazina, Director,
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

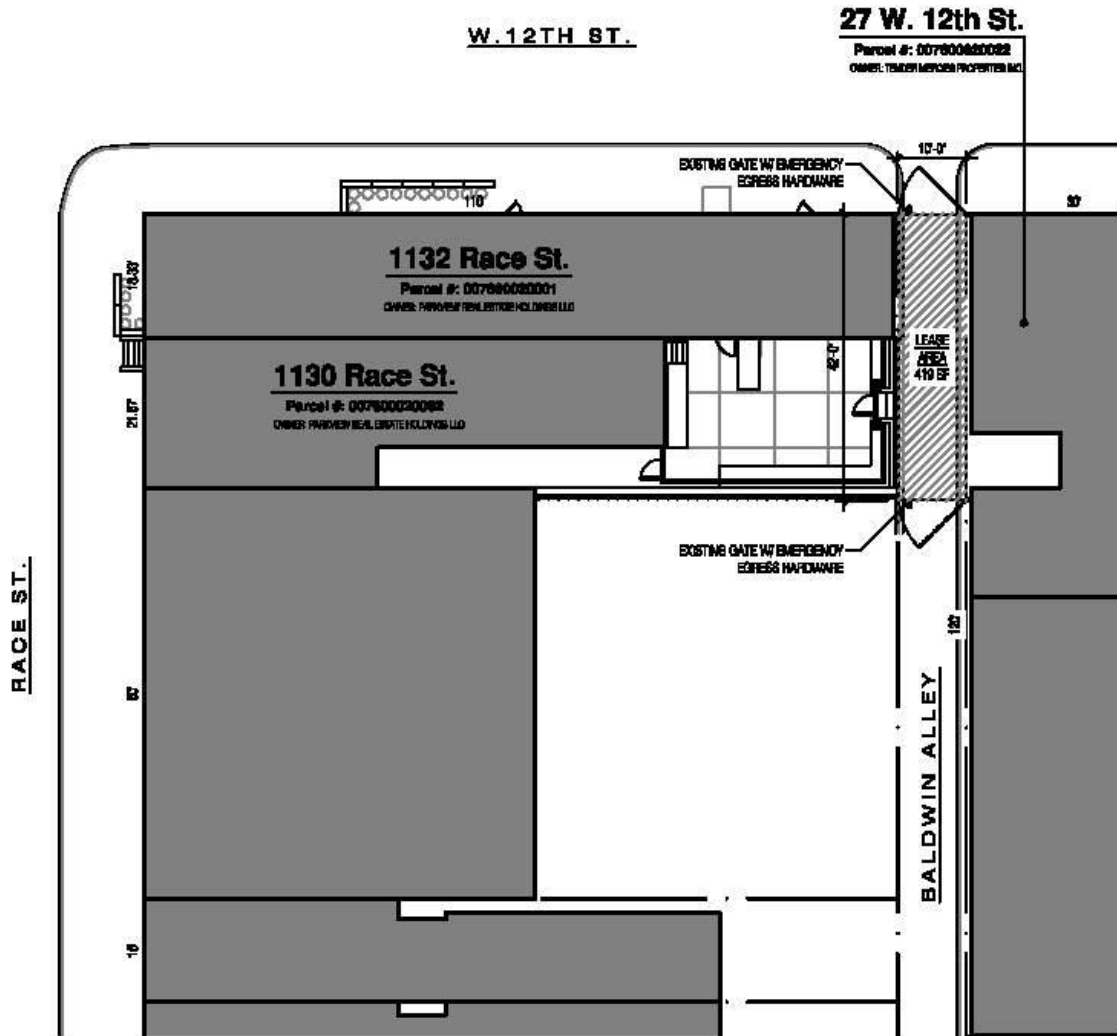
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to
Lease Agreement

SITE PLAN



N


Lease Area Plan
 1:200

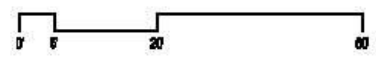



EXHIBIT B
to
Lease Agreement

COPY OF CONSENT FROM ABUTTING PROPERTY OWNER

SEE ATTACHED

From: **Russell Winters** winters@tendermerciesinc.org 
Subject: Baldwin Alley Lease and Public Hearing question
Date: September 1, 2020 at 1:05 PM
To: Bunch, Renee Renee.Bunch@cincinnati-oh.gov, Klumb, Tom Tom.Klumb@cincinnati-oh.gov
Cc: adam@drawingdept.com, keyur@cobblestoneotr.com, Josh Burgess jburgess@tendermerciesinc.org



Hi Tom and Renee –

We've been approached by Cobblestone OTR (copied here), which abuts Baldwin Alley, about the possibility of their leasing the gated portion of the alley instead of Tender Mercies.
Tender Mercies would have no objection to their leasing the gated portion of the alley that we currently lease as long as it remains gated and blocked off to passersby.
Tender Mercies would still want to move forward with renewing its lease on Doerr Alley to the east of our property at 15 W 12th.

Logistically, is this possible with the Coordinated Report that is currently issued to make this change of lessee or would that need to be recirculated again? I realize that the lease is on this Friday's agenda of the CPC.

Could you please advise what action would be needed on our part, or if it would be simpler to set up a quick call with all interested parties, we can facilitate that.
Thank as always for your help,
Russell

Russell L. Winters | Chief Executive Officer

Tender Mercies Inc.
27 West 12th Street | Cincinnati, OH 45202
Office | 513.639.7054
Cell | 513.407.0961
Fax | 513.639.7037
rwinters@tendermerciesinc.org
www.tendermerciesinc.org



January 4, 2021

To: Members of the Budget and Finance Committee **202002353**

From: Paula Boggs Muething, City Manager

Subject: Ordinance – Ohio Public Works Commission (OPWC) Round 34 Grants

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x233x212351, "Street Rehabilitation OPWC Grants," for the purpose of providing Ohio Public Works Commission ("OPWC") grant resources for the repair and resurfacing of streets under the Street Rehabilitation Program, including repairs to curbs, pavements, and resurfacing the roadway; **AUTHORIZING** the City Manager to accept and appropriate grant resources in an amount up to \$1,850,000 from OPWC Funding Round 34 to the newly established capital improvement program project account no. 980x233x212351, "Street Rehabilitation OPWC Grants", for the purpose of providing resources in the amount of up to \$700,000 for the Galbraith Road Rehabilitation project located in the Hartwell neighborhood, and in the amount of up to \$1,150,000 for the Red Bank Expressway Rehabilitation project located in the Madisonville neighborhood; and further **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Approval of this Ordinance will establish new capital improvement program project account no. 980x233x212351, "Street Rehabilitation OPWC Grants," for the purpose of providing Ohio Public Works Commission (OPWC) grant resources for the repair and resurfacing of streets under the Street Rehabilitation Program, including repairs to curbs, pavements, and resurfacing the roadway. This Ordinance would also allow the City Manager to accept and appropriate grant resources from the Ohio Public Works Commission (OPWC) Funding Round 34 in the amount of up to \$1,850,000, which includes up to \$700,000 for the Galbraith Road Rehabilitation project located in the Hartwell neighborhood, and up to \$1,150,000 for the Red Bank Expressway Rehabilitation project located in the Madisonville neighborhood.

On August 7, 2019, the City Council passed Ordinance No. 0304-2019, which authorized the City Manager to apply for these Ohio Public Works Commission grants.

The grant for the Galbraith Road Rehabilitation project requires local matching funds up to \$700,000, which are available in existing capital improvement program project account no. 980x233x212308, "Street Rehabilitation." The grant for the Red Bank Expressway Rehabilitation project requires local matching funds up to \$1,150,000, of which \$1,024,000 are available in existing capital improvement program project account no. 980x233x212308, "Street Rehabilitation." The remaining local matching fund balance of \$126,000 will be covered by a Hamilton County Municipal Road Fund grant as authorized by the City Council via Ordinance No. 0406-2020 passed on December 16, 2020.

DOTE will be required to provide resources for engineering and right-of-way tasks such as design, surveying, materials testing, appraisals, property negotiations, right-of-way certifications, and project administration. No additional FTE are associated with these grants.

The Galbraith Road Rehabilitation and Red Bank Expressway Rehabilitation projects are in accordance with the "Connect" goal to "develop a regional transportation system that promotes economic vitality," and the strategy to "use the City's transportation network to help facilitate economic development opportunities," as described on pages 139-143 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachments



ESTABLISHING new capital improvement program project account no. 980x233x212351, “Street Rehabilitation OPWC Grants,” for the purpose of providing Ohio Public Works Commission (“OPWC”) grant resources for the repair and resurfacing of streets under the Street Rehabilitation Program, including repairs to curbs, pavements, and resurfacing the roadway; **AUTHORIZING** the City Manager to accept and appropriate grant resources in an amount up to \$1,850,000 from OPWC Funding Round 34 to the newly established capital improvement program project account no. 980x233x212351, “Street Rehabilitation OPWC Grants,” for the purpose of providing resources in the amount of up to \$700,000 for the Galbraith Road Rehabilitation project located in the Hartwell neighborhood, and in the amount of up to \$1,150,000 for the Red Bank Expressway Rehabilitation project located in the Madisonville neighborhood; and further **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, Council approved Ordinance No. 0304-2019 on August 7, 2019, which authorized the City Manager to apply for the grant awarded by the Ohio Public Works Commission (“OPWC”); and

WHEREAS, the Department of Transportation and Engineering (“DOT”) was awarded the OPWC grant for eligible costs for the repair and resurfacing of portions of Galbraith Road and the Red Bank Expressway; and

WHEREAS, the grant for the Galbraith Road Rehabilitation project requires local matching funds of up to \$700,000, which are available in existing capital improvement program project account no. 980x233x212308, “Street Rehabilitation,” and the grant for the Red Bank Expressway Rehabilitation project requires local matching funds up to \$1,150,000, of which \$1,024,000 is available in existing capital improvement program project account no. 980x233x212308, “Street Rehabilitation,” and \$126,000 is available from a Hamilton County Municipal Road Fund grant; and

WHEREAS, DOT also will be required to provide existing capital resources for engineering and right-of-way tasks such as design, surveying, materials testing, appraisals, property negotiations, right-of-way certifications, and project administration; and

WHEREAS, there are no new FTE requirements associated with this grant; and

WHEREAS, the Galbraith Road Rehabilitation and Red Bank Expressway Rehabilitation projects are in accordance with the “Connect” goal to “develop a regional transportation system that promotes economic vitality,” and the strategy to “use the City’s transportation network to help facilitate economic development opportunities,” as described on pages 139-143 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That Council hereby authorizes the establishment of capital improvement program project account no. 980x233x212351, "Street Rehabilitation OPWC Grants," for the purpose of providing Ohio Public Works Commission ("OPWC") grant resources for the repair and resurfacing of streets under the Street Rehabilitation Program, including repairs to curbs, pavements, and resurfacing the roadway.

Section 2. That the City Manager is authorized to accept and appropriate grant resources in an amount up to \$1,850,000 from OPWC Funding Round 34 to the newly established capital improvement program project account no. 980x233x212351, "Street Rehabilitation OPWC Grants," for the purpose of providing resources in the amount of up to \$700,000 for the Galbraith Road Rehabilitation project located in the Hartwell neighborhood, and in the amount of up to \$1,150,000 for the Red Bank Expressway Rehabilitation project located in the Madisonville neighborhood.

Section 3. That the City Manager is authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

Section 4. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of Sections 1 through 3 hereof.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

Mayor

Attest: _____
Clerk

202002359

Date: December 29, 2020

To: Vice Mayor Christopher Smitherman
From: Andrew W. Garth, Interim City Solicitor *AWG*
Subject: Emergency Ordinance – Defer 2021 Dance Hall Licensing Fees

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the City Manager to take all necessary action to defer collection of 2021 dance hall licensing fees for six months, notwithstanding the terms of Chapter 829 of the Cincinnati Municipal Code, in recognition of the impact of the ongoing COVID-19 pandemic and government restrictions on the operations of bars, restaurants, and other entertainment venues that function as public dance halls.

AWG/MRM/(Ink)
Attachment
329153

EMERGENCY

City of Cincinnati

MRM
AWB

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to take all necessary action to defer collection of 2021 dance hall licensing fees for six months, notwithstanding the terms of Chapter 829 of the Cincinnati Municipal Code, in recognition of the impact of the ongoing COVID-19 pandemic and government restrictions on the operations of bars, restaurants, and other entertainment venues that function as public dance halls.

WHEREAS, the ongoing COVID-19 pandemic has greatly impacted businesses throughout the City and has acutely impacted drinking, dining, and entertainment establishments that host public dances; and

WHEREAS, public dance halls have been especially economically disadvantaged and impacted by COVID-19 due to government restrictions on operations involving persons congregating indoors which is central to the operations of public dance halls; and

WHEREAS, public dance halls are vital to supporting the regional economy by providing accessible employment for City residents, generating tax revenue to the City, and attracting investment in Cincinnati and its communities through their continued operations; and

WHEREAS, deferring the collection of dance hall licensing fees provides critical additional capital to these establishments to aid in their survival over the next several months; and

WHEREAS, without deferring the collection of dance hall license fees, many establishments may cease to exist and cause a long-term, negative impact on the local economy and the City's financial health, delaying the economic recovery from the COVID-19 pandemic; now, therefore,

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

Section 1. That the City Manager is authorized to take all necessary action to defer the collection of dance hall license fees under Section 829-5 of the Cincinnati Municipal Code that are required to be paid in 2021 until August 15, 2021, notwithstanding the requirements of Chapter 829 of the Cincinnati Municipal Code.

Section 2. Any dance hall license issued under Chapter 829 of the Cincinnati Municipal Code without payment by the applicant of all fees due at the time of issuance may be revoked

after August 15, 2021 by the City Manager for failing to pay all fees required by Section 829-5 of the Cincinnati Municipal Code.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for said emergency is the immediate need to provide financial relief to bars, restaurants, and entertainment venues that function as public dance halls and are substantially impacted by the ongoing COVID-19 pandemic and limitations on operations posed by necessary public health orders.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

20200226

Date: December 10, 2020

To: Councilmember Greg Landsman
From: Andrew W. Garth, Interim City Solicitor *AWG*
Subject: **Emergency Ordinance – Balanced Development Project Scorecard**

Transmitted herewith is an emergency ordinance captioned as follows:

ESTABLISHING a City Council policy for evaluating real property tax incentives authorized by the City of Cincinnati.

AWG/SSB/(lnk)
Attachment
320756

City of Cincinnati

SSB

AWB

An Ordinance No. _____

- 2020

ESTABLISHING a City Council policy for evaluating real property tax incentives authorized by the City of Cincinnati.

WHEREAS, City Council has the authority to declare up to 100% of the increase in the assessed value of improvements to be exempt from real property taxation by means of (i) project-based tax increment financing incentives pursuant to Ohio Revised Code (“ORC”) Sections 5709.40(B) and 5709.41; and (ii) “Community Reinvestment Area” incentives pursuant to ORC Sections 3735.65 through 3735.70; and

WHEREAS, Motion No. 201901811, as adopted by this Council on December 11, 2019, recommended updates to how the City Administration evaluates the public benefits created by projects receiving real property tax incentives pursuant to the aforementioned ORC provisions, with a focus on prioritizing projects that create good, local jobs; preserve and/or create affordable housing; minimize displacement of residents and businesses; and/or commit to project-specific inclusion goals; and

WHEREAS, to incentivize balanced development throughout the City of Cincinnati as recommended in the aforementioned Motion, City Council desires to adopt a *Project Scorecard*, a copy of which is attached hereto as Attachment A, to assist City Council in evaluating development projects when qualifying real property tax exemptions or abatements are recommended; now, therefore,

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

Section 1. That City Council adopts the *Project Scorecard* attached to this ordinance as Attachment A, which establishes a City Council policy relating to qualifying real property tax abatements and exemptions.

Section 2. That Council intends that the *Project Scorecard* be prepared by the Administration as a policy tool to be utilized for evaluating the public benefits associated with economic and community development projects for which (a) the total estimated costs of the project exceed \$5,000,000, and (b) the proposed City assistance includes a real property tax incentive authorized pursuant to Ohio Revised Code (“ORC”) Section 5709.40(B), ORC Section 5709.41, or ORC Sections 3735.65 through 3735.70 with a present value exceeding \$3,000,000.

Council desires that the Administration present project-based scorecard information for Council consideration as part of the Administration’s recommendation to Council. Council intends that the Administration have latitude to create additional criteria and update the *Project Scorecard* as appropriate to ensure the City’s tax incentives support the City’s residents and neighborhoods while attracting local investment. City Council further acknowledges that the *Project Scorecard* process is a policy tool to guide City Council decision making and does not diminish the Administration’s executive authority under the Charter of the City of Cincinnati, which authority includes the power to determine whether and on what terms to recommend development deals for Council consideration.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

PROJECT SCORECARD

Do total costs of the Project exceed \$5 million? Yes No

Does the present value of proposed City assistance exceed \$3 million? Yes No

CATEGORY	APPLICABLE?	EXCEEDS	MEETS
<p><u>BALANCED HOUSING PRODUCTION</u></p> <ul style="list-style-type: none"> Project creates or preserves, low-income (51%-80% AMI) housing units and/or very low-income housing units (31%-50% AMI) to the extent financially feasible given project conditions. Project creates or preserves extremely low-income housing units (0%-30% AMI) to the extent financially feasible given project conditions. Project creates a mixture of extremely low (0%-30% AMI), very low (31%-50% AMI), and/or low-income (51%-80% AMI) housing units with workforce/middle housing units (81%-120% AMI) and/or market-rate units to the extent financially feasible given project conditions. Project creates additional market-rate or workforce/middle income (81%-120% AMI) housing units that promote a balanced, mixed-income neighborhood without displacing existing lower income residents. 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>IMPROVEMENT OF VACANT, BLIGHTED AND/OR UNDERUTILIZED PROPERTIES</u></p> <ul style="list-style-type: none"> Project replaces a vacant and/or underutilized property and adds net-new housing units without displacing existing residents. Project activates a previously vacant building or property. Project eliminates a blighted parcel or parcels (as defined in Ohio Revised Code Section 1.08). Project enhances an underutilized site (i.e. vacant parcel or surface parking lot) and adds new amenities (like housing, office, commercial, community space, etc.) to the neighborhood. Project will involve remediation of a brownfield site or involves mitigation of previously existing site conditions that make redevelopment difficult. 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>ENVIRONMENTALLY SUSTAINABLE DEVELOPMENT</u></p> <ul style="list-style-type: none"> Project will obtain requisite level of U.S. Green Building Council Leadership in Energy and Environmental Design Silver, Gold or Platinum or Living Building Challenge Net Zero or Petal (which must comply with the requirements of LBC). 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>VOLUNTARY TAX INCENTIVE CONTRIBUTION</u></p> <ul style="list-style-type: none"> Applicant has represented that it (i) will contribute at least 15% of the exempted value of the improvements either in support streetcar operations or to further 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

neighborhood improvements in the neighborhood of the project and affordable housing city-wide and (ii) will execute an agreement with a third-party memorializing such contribution.			
<p><u>INCLUSION</u></p> <ul style="list-style-type: none"> • Applicant has committed to using good-faith efforts to achieve 17% MBE and 10% WBE utilization goals for construction contracts related to the Project consistent with Chapter 324 of the Cincinnati Municipal Code. • Applicant will (or will cause the end-user to) adopt hiring policies to ensure at least 25% of any new employees hired are residents of the City and such policies will give preference to residents of the City. • Applicant has participated, is participating, or will participate in the City’s program advancing minority development professionals. 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>COMMUNITY OUTREACH</u></p> <ul style="list-style-type: none"> • Applicant has engaged all necessary stakeholders in the community (i.e. the applicable community council and the neighborhood CDC, if applicable). • In the interest of mitigating displacement directly associated with the Project, Applicant has engaged any and all tenants, businesses, and persons that as a direct result of the Project may be entitled to relocation benefits pursuant to Chapter 740 of the Cincinnati Municipal Code. 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>LIVING WAGES</u></p> <ul style="list-style-type: none"> • Applicant has committed that all jobs created by the Project (during construction and after) will comply with the City’s Living Wage Policy. • Applicant has represented that it will engage a partner in the Labor community on construction of the Project to ensure good wages and career training. 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>JOB CREATION AND RETENTION</u></p> <ul style="list-style-type: none"> • Project will create and/or retain significant jobs and payroll. • Project will create and/or retain small/neighborhood business jobs and payroll. • Project will create and/or retain more than 10 jobs per acre. 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>PLACE-BASED INVESTMENT</u></p> <ul style="list-style-type: none"> • Project is located in a Federally designated NRSA and/or Opportunity Zone. • Project is located within 1/2 mile of a Neighborhood Business District. • Project is located along a transit corridor. • Project encourages traditional compact, walkable neighborhood development. • Project is placed within a federally designated Hub Zone. 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>TRANSFORMATIVE PROJECT</u></p> <ul style="list-style-type: none"> • Project fills a neighborhood need and/or adds a new community asset (i.e. retail, commercial, grocery, housing). 	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<ul style="list-style-type: none"> • Project saves or preserves existing community asset. • Project creates or enhances a public space to be utilized by the community. • Project creates/repairs City infrastructure. • Project is within a “Targeted Neighborhood” as defined in Ordinance No. 275-2017, as amended. • Project is a “Catalytic Project” as defined in Ordinance No. 275-2017, as amended. 			
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This Project Scorecard is intended to be utilized as a starting point for discussions of certain public benefits created by applicable projects, and is not intended to prevent or discourage the City Administration from presenting projects for Council consideration that do not meet the criteria listed herein. Acknowledging that projects may have benefits that are not captured in the criteria set forth in this Project Scorecard, Council encourages the City Administration to bring forth all worthy projects.