



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson David Mann
Vice Chair Chris Seelbach
Councilmember Steve Goodin
Councilmember Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Greg Landsman
Councilmember Betsy Sundermann
Councilmember Wendell Young

Tuesday, February 16, 2021

1:00 PM

Council Chambers, Room 300

ROLL CALL

PRESENTATIONS

Police Emergency Command Center (ECC)

AGENDA

- [202100674](#) PRESENTATION submitted by Paula Boggs Muething, City Manager, dated 2/16/2021, regarding Police Department FY 2022-2023 Biennial Operating Budget Needs.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Presentation](#)
- [202100655](#) PRESENTATION submitted by Paula Boggs Muething, City Manager, dated 2/16/2021, regarding Emergency Communications Center (ECC) Department FY 2022-2023 Biennial Operating Budget Needs.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Presentation](#)
- [202100561](#) REPORT, dated 2/10/2021, submitted by Paula Boggs Muething, City Manager, regarding City Department Staffing Needs. (SEE REFERENCE DOC# 202100561)

Sponsors: City Manager

Attachments: [Report](#)

4. [202100577](#) REPORT, dated 2/10/2021, submitted by Paula Boggs Muething, City Manager, regarding Vending Lease Fee Adjustments. (SEE REFERENCE DOC# 202100002)
- Sponsors:** City Manager
- Attachments:** [Report](#)
5. [202100593](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 2/10/2021, AUTHORIZING the establishment of capital improvement program project account no. 980x203x212006, "Parks Operations Center," for the purpose of providing resources for the Parks Operations Center replacement facility; and AUTHORIZING the transfer and appropriation of \$57,750 from the unappropriated surplus of Park Board Permanent Improvement Fund 752 to newly established capital improvement program project account no. 980x203x212006, "Parks Operations Center."
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
6. [202100594](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 2/10/2021, AUTHORIZING the City Manager to vacate and sell to David G. Bird approximately 0.1033 acres of the public right-of-way known as Lang Street in the Mt. Auburn neighborhood of Cincinnati.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment](#)
7. [202100595](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 2/10/2021, AUTHORIZING the City Manager to accept in-kind donation of a Pan African flag from RoSho Awards and Graphics in order to fly it from the flagpole at City Hall during the month of February as a recognition of Black History Month.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)

8. [202100596](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 2/10/2021, AUTHORIZING the City Manager to execute a Lease Agreement with Tender Mercies, Inc. pursuant to which the City will lease for a five-year term a portion of Doerr Alley located south of West 12th Street and north of Central Parkway in the Over-the-Rhine neighborhood of Cincinnati.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment](#)
9. [202100598](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 2/10/2021, AUTHORIZING the City Manager to accept a donation from the Blue Line Foundation of an Apex Officer virtual reality system valued at \$62,500 and a Force Science De-escalation instructor course valued at \$24,650 for use in the Cincinnati Police Department to allow the department to operate more efficiently and safely.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
10. [202100638](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 2/10/2021, AUTHORIZING the acceptance and appropriation of the sum of \$2,225,293 received pursuant to an additional Community Development Block Grant (CDBG) award in order to prevent, prepare for, and respond to the COVID-19 pandemic, to Community Development Block Grant Fund 304 in accordance with the attached appropriation schedule; and announcing the City's intention to use said funds for various projects in the City's Calendar Year 2021 Community Development Block Grant Program as part of the 2015 - 2019 Consolidated Plan and 2019 Annual Action Plan Amendment, in accordance with the attached appropriation schedule, but subject to reallocation at the City Manager's discretion in order to prevent, prepare for, and respond to the COVID-19 pandemic.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment A--Appropriation Schedule](#)

11. [202100670](#) MOTION, dated 02/10/2021, submitted by Councilmember Mann, WE MOVE that the Administration develop recommendations to finalize contracts implementing human services grants much sooner after Council approves the grant awards, so that the intended benefit of the grant awards is not unnecessarily delayed, sometimes for months. (STATEMENT ATTACHED)

Sponsors: Mann

Attachments: [Motion about Human Services](#)

ADJOURNMENT

February 16, 2021

To: Budget and Finance Committee

From: Paula Boggs Muething, City Manager

Subject: Presentation – Police Department FY 2022-2023 Biennial Operating Budget Needs

202100674

Attached is the Police Department's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on February 16, 2021.

cc: Christopher A. Bigham, Assistant City Manager



Department of Police Budget Presentation

Budget & Finance Committee

February 16, 2021

Police Department Budget History

General Fund Operating Budget
FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 94,430,400	\$ 98,723,141	\$ 97,009,710	\$ 98,238,810	\$ 97,497,210
Fringe Benefits	\$ 36,699,230	\$ 37,402,235	\$ 36,495,155	\$ 39,706,620	\$ 38,944,180
Non-Personnel Expense	\$ 12,816,630	\$ 13,560,356	\$ 13,096,800	\$ 13,789,770	\$ 15,086,240
Total	\$ 143,946,260	\$ 149,685,732	\$ 146,601,665	\$ 151,735,200	\$ 151,527,630

Police Department Budget History

Restricted Funds Operating Budget
FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Non-Personnel Expense	\$ 789,000	\$ 1,875,000	\$ 2,357,500	\$ 2,398,000	\$ 2,677,750
Total	\$ 789,000	\$ 1,875,000	\$ 2,357,500	\$ 2,398,000	\$ 2,692,750

Police Department Significant Issues

Staffing

YOS	COUNT	CHIEF	LTC	CPT	LT	SGT	PS	PO
25 - 25.9	23				2	5	6	10
26 - 26.9	17				2	3	1	11
27 - 27.9	34				3	12	5	14
28 - 28.9	21		1	1	1	7	3	8
29 - 29.9	21				2	6	5	8
30 - 30.9	33		1	1	4	6	9	12
31 - 31.9	11				3	6	1	1
32 +	23	1	1	2	2	6	7	4
TOTAL	183	1	3	4	19	51	37	68

- Current Sworn Complement – 990 Active Officers
 - 69 below budget complement of 1,059
 - 183 Officers with 25+ years of service who are at least 48 years old – not including purchased time or previous employment

Police Department Significant Issues

Staffing

YEAR	TOTAL ATTRITION	RETIRED NORMAL'	% OF 'RN' TO ATTRITION	AVG AGE OF 'RN'	AVG YEARS OF SERVICE OF 'RN'
2012	45	29	64.40%	55.6	32.07
2013	29	24	82.80%	56.2	31.89
2014	28	18	64.30%	56.3	30.48
2015	29	14	48.30%	54.4	28.91
2016	38	24	63.20%	53.3	26.46
2017	30	19	63.33%	53.08	25.83
2018	35	26	74.29%	55.4	27.4
2019	49	41	83.67%	56.6	29.99
2020	66	51	77.27%	57.1	29.97
AVG	38.78	27.33	69.06%	55.33	29.22

ATTRITION

- Nine-year average is 38.78 officers/year with average tenure at retirement of 29.22 years.
- Five-year average is 43.6 officers/year.
- Retirements are 77.27% of officers leaving the Department.

Police Department Significant Issues

Staffing



Police Department Significant Issues

Staffing

- Current staffing of 990 officers could decrease at the current rate of attrition to 938 by March of 2022.
- A potential graduating class of 50 recruits would only increase staffing to 988 officers – 71 below the authorized complement.

Police Department Significant Issues Staffing



Police Department Significant Issues Staffing

- COPS Hiring Grant Awarded to City
 - Will fund up to 86 Recruits
 - Two Recruit Classes of 43 Recruits
 - Next class can begin in July 2021.
 - Second class start date TBD.

Police Department Significant Issues

Civilian Staffing

- Request to add Body Worn Camera Team positions:
 - 1 – Administrative Specialist – Supervisor
 - 1 – Administrative Technician
- BWC footage processing backlogs have steadily increased since the 2017 deployment.
- Majority of requests are court cases; multiple police and management adjustments have been implemented to increase efficiencies.
- This is a reassessment of the 2016 initial staffing plan.
- COVID court shutdowns and resulting extended retention periods have exacerbated the backlog.
- Additional personnel will quickly and significantly reduce the backlog minimizing the potential for liability.

Police Department Significant Issues Civilian Staffing

2020 - CPD BWC Monthly Statistics				
Month	Number of Videos	Total # of Hours	# of Gigabytes	# of Terabytes
January	52,245	6,668	11,607	11.33
February	48,573	6,119	10,626	10.38
March	47,351	5,804	10,080	9.84
April	39,055	4,625	8,033	7.84
May	51,566	6,433	11,167	10.91
June	52,495	6,747	11,707	11.43
July	54,572	7,095	12,300	12.01
August	55,945	7,060	12,289	12.00
September	52,176	6,570	11,435	11.17
October	52,959	6,465	11,247	10.98
November	48,872	5,995	10,437	10.19
<u>December</u>	<u>46,935</u>	<u>6,008</u>	<u>10,407</u>	<u>10.16</u>
2020 Totals:	602,744	75,589	131,334	128.26

Police Department Significant Issues Civilian Staffing

CPD - ANNUAL BWC Stats				
Year	Number of Videos	Total # of Hours	# of Gigabytes	# of Terabytes
2016	80,341	14,590.37	24,702.80	24.12
2017	403,308	71,786.81	130,756.48	127.69
2018	544,554	82,910.53	154,782.49	151.15
2019	601,155	86,643.81	161,244.47	157.47
2020	602,744	75,588.52	131,333.88	128.26
TOTALS	2,232,102	331,520	602,820	588.69
# of CPD Officers Deployed with BWCs:				961

QUESTIONS?

February 16, 2021

To: Budget and Finance Committee 202100655

From: Paula Boggs Muething, City Manager

Subject: Presentation – Emergency Communications Center (ECC) Department FY
2022-2023 Biennial Operating Budget Needs

Attached is the Emergency Communications Center's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on February 16, 2021.

cc: Christopher A. Bigham, Assistant City Manager



Budget Presentation

Budget & Finance Committee
February 16, 2021



ECC Budget History

General Fund Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 6,012,880	\$ 6,754,090	\$ 7,652,640	\$ 7,420,290	\$ 7,591,470
Fringe Benefits	\$ 2,591,580	\$ 2,447,890	\$ 3,228,910	\$ 3,316,040	\$ 3,656,390
Non-Personnel Expense	\$ 209,040	\$ 201,249	\$ 174,650	\$ 145,150	\$ 151,850
Total	\$ 8,813,500	\$ 9,403,229	\$ 11,056,200	\$ 10,881,480	\$ 11,399,710



ECC Budget History

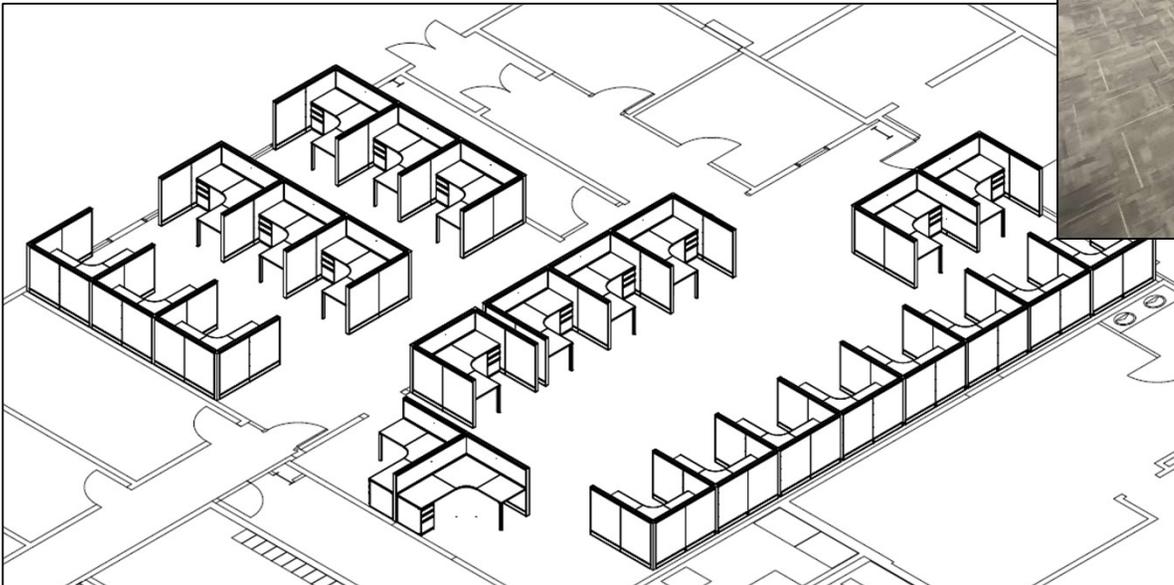
9-1-1 Cell Phone Fees Fund 364 Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 900,000	\$ 965,000	\$ 1,043,810	\$ 720,000	\$ 998,410
Non-Personnel Expense	\$ 376,000	\$ 375,880	\$ 236,490	\$ 238,860	\$ 613,200
Total	\$ 1,276,000	\$ 1,340,880	\$ 1,280,300	\$ 958,860	\$ 1,611,610



Backup 9-1-1 Facility Renovation

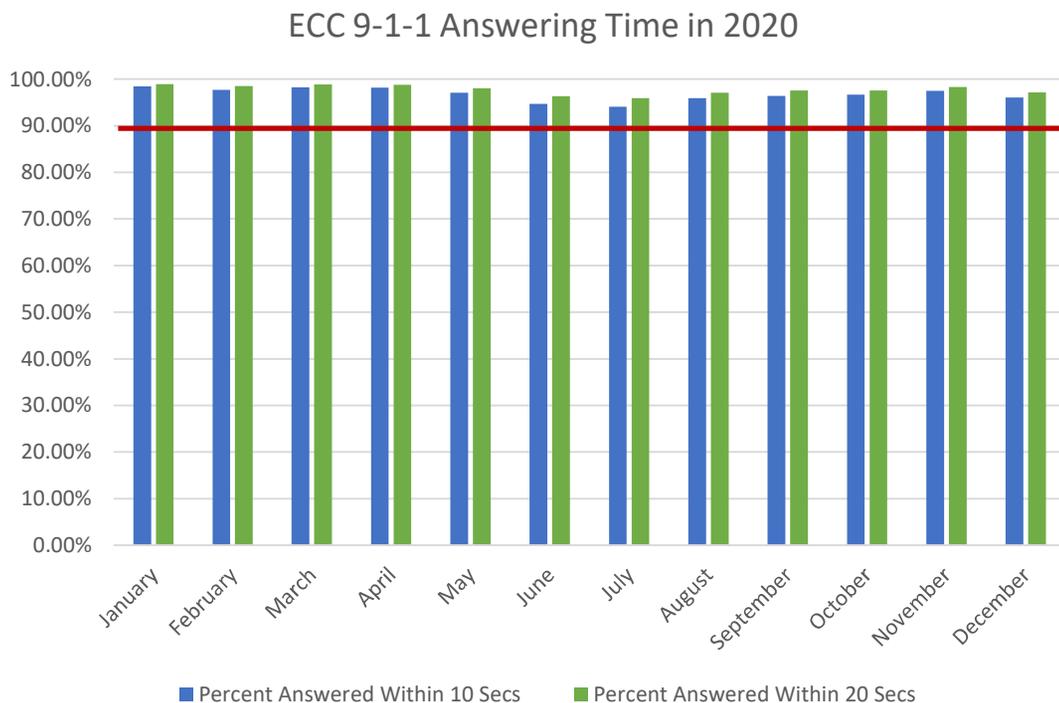
Complete renovation of the backup 9-1-1 facility, including furniture, technology, power, acoustics and more.





9-1-1 Call Answering Times

	Answered Within 10 Secs	Answered Within 20 Secs	Total 9-1-1 Calls
January	98.46%	98.91%	25,712
February	97.69%	98.52%	25,105
March	98.24%	98.87%	26,666
April	98.20%	98.79%	23,655
May	97.07%	98.02%	29,164
June	94.67%	96.35%	30,936
July	94.10%	95.95%	30,893
August	95.90%	97.07%	29,701
September	96.39%	97.55%	27,400
October	96.66%	97.57%	28,123
November	97.49%	98.29%	26,885
December	96.10%	97.17%	25,548
Total			329,788



90%	95%	Standard ECC
96.66%	97.70%	



State wireless 9-1-1 funding now tied to meeting this standard.



ECC Staffing

Hiring

Training

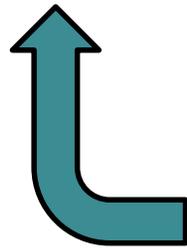
Advancement

Continuing
Education



ECC Staffing

- We are hiring two to three classes of Emergency 911 Operators per year.
- **We are outpacing attrition!** This is uncommon compared to other 911 centers.
- Adding dedicated HR person this year to focus on hiring.



Hiring

Training

Advancement

Continuing Education



ECC Staffing

We have a dedicated Training Manager and Training Supervisor who are leading new hire training and promotional training.





ECC Staffing

- This has been a challenge area for ECC.
- Exploring outside resources that could be brought in part-time.

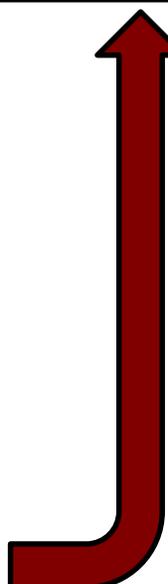
Hiring

Training

Advancement

Continuing Education

Planning a budget exception request to fund part-time CE instruction costs





Continuous Improvement at ECC

Process Improvement

Pursuit of Accreditation

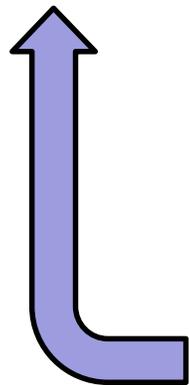
Standardized Protocols

Quality Assurance



Continuous Improvement at ECC

Currently kicking off a process improvement project with the **Office of Performance and Data Analytics**



Process Improvement

Pursuit of Accreditation

Standardized Protocols

Quality Assurance

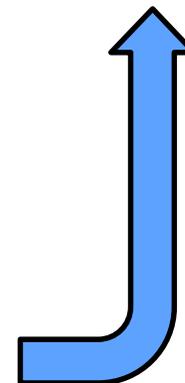


Continuous Improvement at ECC

Beginning a multi-year process to become an accredited Public Safety Communications Center.

Process Improvement

Pursuit of Accreditation



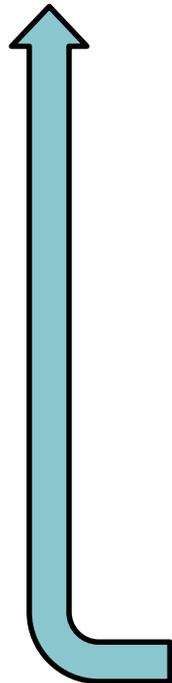
Standardized Protocols

Quality Assurance



Continuous Improvement at ECC

The way we handle **emergency medical calls** is through a protocol system that includes technology and standardized call-taker training.



Process Improvement

Pursuit of Accreditation

Standardized Protocols

Quality Assurance

Capital Request:
Expand our protocol system training and technology to **all 9-1-1 calls.**



Continuous Improvement at ECC

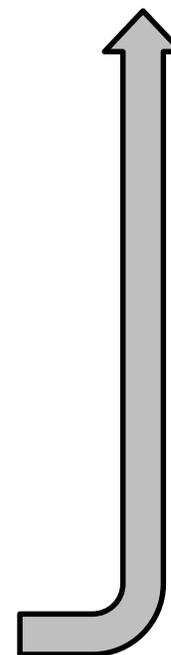
Consistently reviewing calls is a critical part of improving performance. Conducting a proper number of QAs takes an enormous amount of staff time. Dedicated positions will help us meet national standards, provide prompt feedback, and accurately measure procedure compliance.

Process Improvement

Pursuit of Accreditation

Standardized Protocols

Quality Assurance



Request coming to approve new QA classification.
Budget exception will ask to add positions.



Significant Issues: Non-Personnel

- **Battery Backup System Replacement**

Our uninterruptible power supply (UPS) is nearing end of life. The UPS supplies consistent power to the 9-1-1 center and ensures that the it remains operational during power failures and fluctuations.



- **Emergency Protocol System Expansion**

A protocol system gives call-takers a framework for how to handle a call, in terms of what information to gather, and what instructions to give a caller that could save their life. ECC has a protocol system for medical emergencies, but not other types of calls. This expansion of training and technology would ensure consistent service delivery on every call, while also improving first responder safety and reducing liability. It would also streamline training for new call-takers.



- **Expand 911 Call-Taking Workstations**

Adding call-taking workstations will help us distance staff members in training from their trainers and to prepare us for future growth.





Questions?

February 10, 2021

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: City Department Staffing Needs

202100561

REFERENCE DOCUMENT # 202100047

On January 21, 2021 the City Council referred the following for a report:

MOTION, submitted by Vice Mayor Smitherman, WE MOVE that the City Manager provide a report identifying any city department that may need additional staff hires and/or resources to meet the current workload.

REPORT

Each General Fund department will be making a FY 2022-2023 Biennial Operating Budget presentation to the Budget and Finance Committee at meetings to be held in February and March 2021. Departments will specifically include personnel related significant budget issues related to staffing and workload as part of their presentations. Furthermore, departments can request additional staff as part of the FY 2022-2023 Biennial Operating Budget development process for potential inclusion in the Approved Budget. This information will appear in the department summary pages in the Departmental Budgets section of the budget document as budget exceptions.

cc: Christopher A. Bigham, Assistant City Manager

Date: February 10, 2021

To: Mayor and Members of City Council

202100577

From: Paula Boggs Muething, City Manager

Subject: VENDING LEASE FEE ADJUSTMENTS

Reference Document #202100002

The Council at its session on January 21, 2021 passed the following item requesting a report:

MOTION, submitted by Councilmember Landsman, Due to a dramatic decrease in attendance at sports events and concerts, arena vendors are making significantly less than they would in a regular season unaffected by the pandemic. To better understand how we can help, WE MOVE that the Administration provide a report on the impact of a vending lease fee freeze until the arenas resume to full capacity.

In late 2020, the Department of Transportation and Engineering (DOTE) re-evaluated fees for the Sidewalk Vending Program to assist vendors whose sales were severely impacted by the reduction or cancellation of professional sports and other events (Bengals, Reds, etc.) resulting from the COVID-19 pandemic during CY2020.

DOTE issued 23 permanent vendor licenses for CY2020, which generated approximately \$10,000 in fee revenue. In December 2020, DOTE submitted and the City Manager approved a plan to provide sidewalk vendors who paid for a CY2020 permanent vending license with a no-cost permanent vending license for CY2021.

Assuming all 23 vendors apply for the no-cost license in CY2021, this plan will reduce revenues by approximately \$10,000 and will be in effect through CY2021. If there is a material reduction in events for CY2021, the City will evaluate the provision of a no-cost CY2022 license to these same vendors.

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

February 10, 2021

To: Mayor and Members of City Council **202100593**
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – Parks Operations Center

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of capital improvement program project account no. 980x203x212006, “Parks Operations Center,” for the purpose of providing resources for the Parks Operations Center replacement facility; and **AUTHORIZING** the transfer and appropriation of \$57,750 from the unappropriated surplus of Park Board Permanent Improvement Fund 752 to newly established capital improvement program project account no. 980x203x212006, “Parks Operations Center.”

Approval of this Emergency Ordinance authorizes the establishment of capital improvement program project account no. 980x203x212006, “Parks Operations Center,” for the purpose of providing resources for the Parks Operations Center replacement facility. A new federal facility for the National Institute for Occupational Safety and Health is being developed on a site that includes the Parks Operations Center on Reading Road. The Cincinnati Board of Park Commissioners has agreed to a sale of this property, with conditions; thus, a replacement facility must be designed and constructed within 21 months of the closure of the existing facility.

This Emergency Ordinance also authorizes the transfer and appropriation of \$57,750 from the unappropriated surplus of Park Board Permanent Improvement Fund 752 to newly established capital improvement program project account no. 980x203x212006, “Parks Operations Center.”

This project is in accordance with the “Compete” goals to “Foster a climate conducive to growth, investment, stability, and opportunity,” and to “Grow our own by focusing on retention, expansion and relocation of existing businesses,” as described on pages 101-107 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to transfer the funding necessary to avoid disruption in the activity of the Park Board and Parks Department by having a new facility designed as soon as possible.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

CFG

-2021

AUTHORIZING the establishment of capital improvement program project account no. 980x203x212006, "Parks Operations Center," for the purpose of providing resources for the Parks Operations Center replacement facility; and **AUTHORIZING** the transfer and appropriation of \$57,750 from the unappropriated surplus of Park Board Permanent Improvement Fund 752 to newly established capital improvement program project account no. 980x203x212006, "Parks Operations Center."

WHEREAS, a new federal facility for the National Institute for Occupational Safety and Health is being developed on a site that includes the Parks Operations Center on Reading Road; and

WHEREAS, the Cincinnati Board of Park Commissioners has agreed to a sale of this property, with conditions; and therefore, a replacement facility must be designed and constructed within twenty-one months of the closure of the existing facility; and

WHEREAS, the Parks Operations Center project is in accordance with the "Compete" goals to "Foster a climate conducive to growth, investment, stability, and opportunity," and to "Grow our own by focusing on retention, expansion and relocation of existing businesses," as described on pages 101-107 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x203x212006, "Parks Operations Center," is hereby established for the purpose of providing resources for the Parks Operations Center replacement facility.

Section 2. That the City Manager is hereby authorized to transfer and appropriate \$57,750 from the unappropriated surplus of Park Board Permanent Improvement Fund 752 to newly established capital improvement program project account no. 980x203x212006, "Parks Operations Center" for the purpose of providing resources for the Parks Operations Center replacement facility.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 2 herein.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of 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 transfer the funding necessary to avoid disruption in the activity of the Park Board and Parks Department by having a new facility designed as soon as possible.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: February 10, 2021

202100594

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – VACATION AND SALE OF A PORTION OF LANG STREET

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to vacate and sell to David G. Bird approximately 0.1033 acres of the public right-of-way known as Lang Street in the Mt. Auburn neighborhood of Cincinnati.

David G. Bird owns property that abuts a 0.1033-acre portion of Lang Street in Mt. Auburn. He would like to purchase this abutting portion of Lang Street for incorporation into his adjoining property. Mr. Bird has obtained the written consent of all necessary abutters to the City's vacation and sale of the property.

The property is not needed for transportation or other municipal purposes.

The approximate fair market value of the property is \$4,500, which Mr. Bird has agreed to pay.

The City Planning Commission approved the vacation and sale of the property at its meeting on October 23, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

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

City of Cincinnati

- 2021

An Ordinance No. _____

AUTHORIZING the City Manager to vacate and sell to David G. Bird approximately 0.1033 acres of the public right-of-way known as Lang Street in the Mt. Auburn neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns approximately 0.1033 acres of real property designated as public right-of-way commonly known as Lang Street, as more particularly depicted and described in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Transportation and Engineering ("DOT"); and

WHEREAS, David G. Bird ("Petitioner") owns an adjoining property and desires to purchase the Property from the City for incorporation into Petitioner's adjoining property; and

WHEREAS, Eric J. Fernandez, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that (i) Petitioner, the City, Donna Lee Robertson, f/k/a Donna Lee Heustis, and Cure Properties, LLC, an Ohio limited liability company, are the owners of all of the property that abuts the Property; and (ii) Petitioner has obtained the written consent of all necessary abutters to the City's vacation and sale of the Property to Petitioner; and

WHEREAS, pursuant to Section 723.04, Ohio Revised Code, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

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

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$4,500, which Petitioner has agreed to pay; and

WHEREAS, pursuant to Section 331-5, 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 vacation and sale of the Property at its meeting on October 23, 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 vacate and sell to David G. Bird (“Petitioner”) an approximately 0.1033 acre portion of the public right-of-way known as Lang Street in Cincinnati, as more particularly described as follows (the “Property”):

Situated in Section 13, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows: Commencing at the north west corner of Lot 40 of Dorsey Red Subdivision, as recorded in Deed Book 82, Page 418 of the Hamilton County Recorder's Office; said point lies at the intersection of the East line of Lang Street with the South line of Goethe Street; THENCE leaving the south line of Goethe Street, along the east line of Lang Street, South 45 degrees 04 minutes 43 seconds West for a distance of 90.00 feet to the North line of Seitz Street; THENCE leaving the east line of Lang Street, along the extension of the North line of Seitz Street, North 45 degrees 15 minutes 00 seconds West for a distance of 50.00 feet, to the west line of Lang Street; THENCE with the west line of Lang Street, North 45 degrees 04 minutes 43 seconds East for a distance of 90.00 feet to the south line of Goethe Street; THENCE with the south line of Goethe Street, South 45 degrees 15 minutes 00 seconds East for a distance of 50.00 feet to the place of beginning. Containing in all 0.1033 acres more or less.

Section 2. That the Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and sell the Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$4,500, which Petitioner has agreed to pay.

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 Petitioner owns adjoining real property and has obtained the written consent of all abutters to the Property, and as a practical matter, only an abutting property owner would have any practical use for the Property.

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, pursuant to Section 723.041, Ohio Revised Code, any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 8. 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, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, without limitation to executing the *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Lang Street

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as 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 (the "**City**") and **DAVID G. BIRD**, whose tax mailing address is 3631 Emery Lake Lane, Mason, OH 45040 ("**Purchaser**").

Recitals:

A. The City owns a 0.1033 acre tract of land dedicated as public right-of-way known as Lang Street in the Mt. Auburn neighborhood of Cincinnati, Ohio, as depicted on Exhibit A (Survey Plat) and described on Exhibit B (Quitclaim Deed) hereto (the "**Sale Property**"). The Sale Property is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns adjoining property that abuts the Sale Property, as depicted on Exhibit A hereto ("**Purchaser's Property**"). Purchaser has petitioned the City to vacate the Sale Property as public right-of-way and seeks to purchase it from the City.

C. Eric J. Fernandez, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated July 20, 2020, certifying that (i) the City, Purchaser, Donna Lee Robertson, unmarried, f/k/a Donna Lee Heustis, and Cure Properties, LLC, an Ohio limited liability company, are the owners of all the real property abutting the Sale Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Sale Property to Purchaser, a copy of which is attached as Exhibit C (Attorney's Certificate of Title) hereto.

D. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

E. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.

F. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$4,500.00, which Purchaser is willing to pay.

G. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns property that abuts the Sale Property, all other abutting property owners consent to the City's vacation and sale of the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

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 Developer at its meeting on October 23, 2020.

J. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-202_, passed on [], 2020.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$4,500 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as 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 "**Conditions**"); *provided, however,* that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. 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 vacation and sale of the Sale Property;
- (iv) **Abutter's Interests:** Purchaser shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property.
- (v) **Coordinated Report Conditions (CR #10-2020):**
 - (a) **DOTE:**
 - (i) The existing utilities must be granted easements or relocated at petitioner's expense.
 - (ii) Abutting property owners must agree to the sale in writing.
 - (iii) No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
 - (iv) The petitioner is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
 - (v) Goethe and Seitz Streets must be closed off with a curb, sidewalk, and/or drive approach.

(vi) A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) **MSD**: A 20' wide minimum permanent Metropolitan Sewer District of Greater Cincinnati ("**MSDGC**") sewer easement will be necessary. Depending on the actual field location of the existing sewer with respect to the location of the Lang St. right of way, the 20' wide easement will need to be measured from the existing northwest Lang St. right of way. The permanent sewer easement will be necessary for access, operations, and maintenance for the existing sewer and manhole. Note, an additional 3' will be necessary measured from the permanent easement, along with other MSDGC restrictions, as outlined per MSDGC Rules and Regulations Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer per MSDGC Rules and Regulations Section 206.

(c) **B&I**: Purchaser shall consolidate the Sale Property with its adjoining property following the Closing.

(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 **90 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 **30 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 B**. 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 or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. 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 send 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 has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Purchaser and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.

(ii) 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 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.

(iii) 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.

(iv) 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 or materially and adversely affect its financial condition or its purchase of the Sale Property.

(v) The statements made in the documentation provided by Purchaser to the City 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.

(vi) Purchaser does not owe 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 purchase 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 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.

6. **Exhibits.** The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Survey Plat*

Exhibit B – *Form of Quit Claim Deed*

Exhibit C – *Attorney's Certificate of Title*

[signature pages follow]

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

DAVID G. BIRD

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. 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

SURVEY PLAT

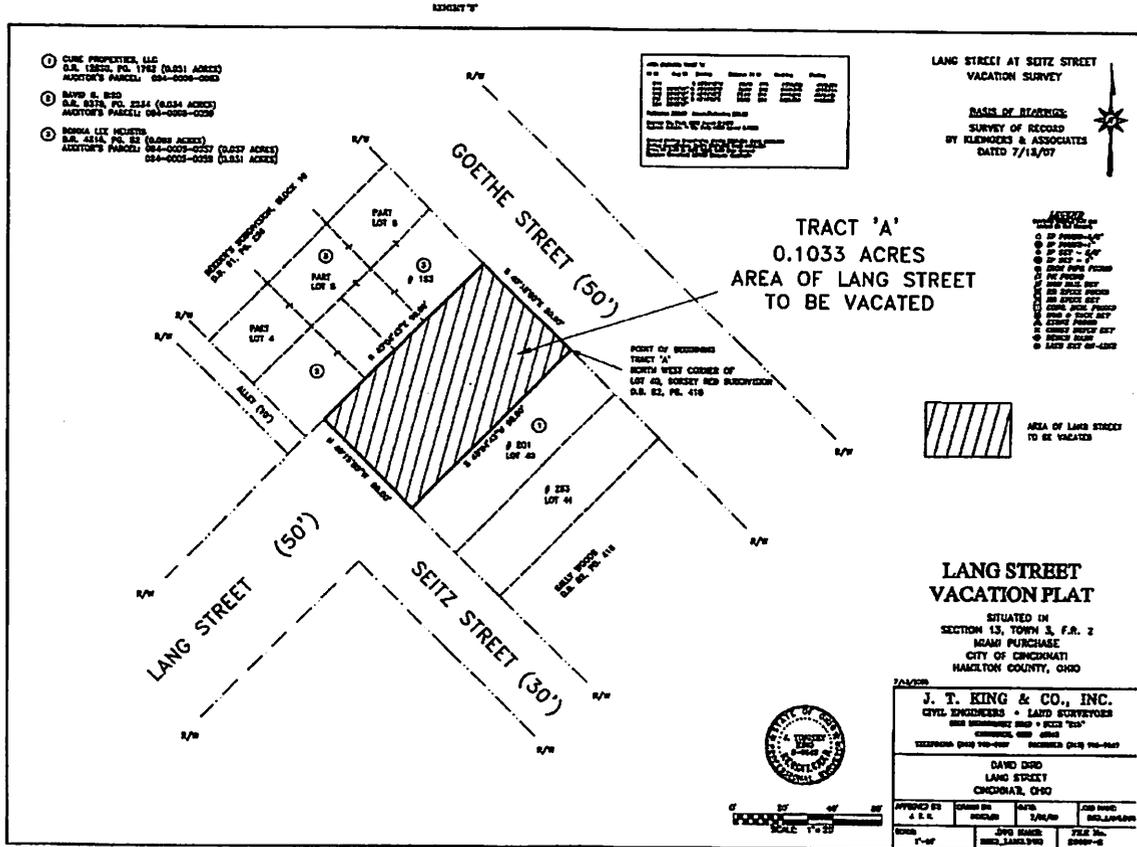


EXHIBIT B
to Property Sale Agreement
FORM OF QUIT CLAIM DEED

----- space above for recorder -----

QUITCLAIM DEED
(Portion of Lang Street)

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **DAVID G. BIRD**, whose tax mailing address is 3631 Emery Lake Lane, Mason, OH 45040, ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address:	None; certain portions of former public right-of-way known as Lang Street.
Auditor's parcels:	None (former public right-of-way)
Prior instrument reference:	None (former public right-of-way)

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. ___-2021, passed by Cincinnati City Council on _____, 2021, the Property is hereby vacated as public right-of-way by the City.

(A) Creation of Utility Easement: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of Lang Street for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

(B) Utility Easement for Sanitary Sewers: The City hereby reserves and creates a permanent easement 10 feet on either side of the centerline of an existing sanitary sewer line for the operation, maintenance, repair, and replacement of such facilities, including access thereto (the "**Sewer Easement**"). Unless otherwise approved by the City in writing, Grantee, its successors and assigns, shall not place or permit to be placed within, or within a three-foot buffer area of, the Sewer Easement area any structures or other improvements, except that landscaping, paving and other minor improvements shall be permitted. If the City determines that improvements placed within the easement area interfere with the City's easement rights, the City may remove such improvements at Grantee's expense. Under no circumstances shall the City or its contractors be liable for any damage to improvements placed within the easement area. Following the relocation of any existing sanitary sewers in such vacated portion of the public right-of-way to the satisfaction of the City, upon Grantee's request, the City shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

This conveyance was authorized by Ordinance No. ___-2021, passed by Cincinnati City Council on _____, 2021.

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to 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, Suite 214,
Cincinnati, Ohio 45202

Exhibit A
to Quitclaim Deed
Survey Plat

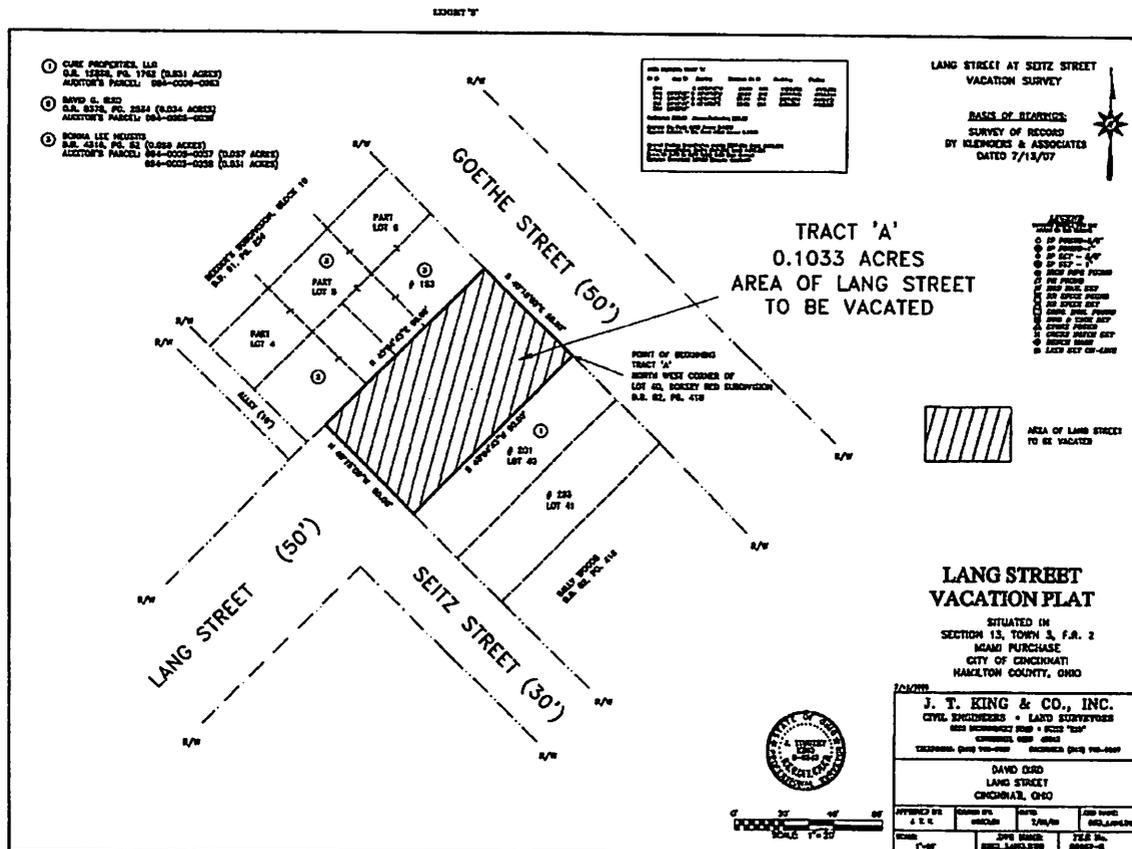


Exhibit B
to Quitclaim Deed
Legal Description

LEGAL DESCRIPTION
TRACT 'A'
0.1033 ACRES

Situated in Section 13, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the north west corner of Lot 40 of Dorsey Red Subdivision, as recorded in Deed Book 82, Page 418 of the Hamilton County Recorder's Office; said point lies at the intersection of the East line of Lang Street with the South line of Goethe Street;

THENCE leaving the south line of Goethe Street, along the east line of Lang Street, South 45 degrees 04 minutes 43 seconds West for a distance of 90.00 feet to the North line of Seitz Street;

THENCE leaving the east line of Lang Street, along the extension of the North line of Seitz Street, North 45 degrees 15 minutes 00 seconds West for a distance of 50.00 feet, to the west line of Lang Street;

THENCE with the west line of Lang Street, North 45 degrees 04 minutes 43 seconds East for a distance of 90.00 feet to the south line of Goethe Street;

THENCE with the south line of Goethe Street, South 45 degrees 15 minutes 00 seconds East for a distance of 50.00 feet to the place of beginning;

Containing in all 0.1033 acres more or less subject to all legal highways and easements of record;

This Legal Description was prepared from a survey by J.T. King & Co. Inc., Civil Engineers and Land Surveyors, dated July 09, 2020, and written by J. Timothy King, PE-PS, Professional Land Surveyor, State of Ohio Registration No. 6549.

Exhibit C
to Property Sale Agreement
Attorney Certificate of Title

ATTORNEY'S CERTIFICATE OF TITLE

(purchase of public right-of-way)

DAVID G. BIRD ("Petitioner"), whose address is 1905 Lang St. Cincinnati, OH 45202, has requested to purchase a portion of the public right-of-way known as Lang Street, Cincinnati, Ohio 45202 between Seitz Street and Goethe Street as more particularly described in Exhibit "A" hereto (the "property").

NAMES OF ABUTTING OWNERS

Parcel(s) owned (address/Parcel ID.

DAVID G. BIRD, Petitioner/Purchaser

Owner of abutting Lot(s) located at:
1905 Lang St. Cincinnati, OH 45202
PART LOTS 4-5 REEDERS SUB
Parcel # 094-0005-0059-00
Per Deed Recorded at:
See Attached Exhibit "B".

DONNA LEE ROBERTSON, Unmarried (F/K/A DONNA LEE HEUSTIS)

Owner of abutting Lot(s) located at:
153 Goethe St., Cincinnati, OH 45202
PART LOTS 5-6 REEDERS SUB
Parcel # 094-0005-0058-00
Per Deed Recorded at:
See Attached Exhibit "C"

**CURE PROPERTIES, LLC,
(An Ohio Limited Liability Company)**

Owner of abutting Lot(s) located at:
201 Goethe St., Cincinnati, OH 45202
LOT 40 DORSEY RED SUB
Parcel # 094-0006-0053-00
Per Deed Recorded at:
See Attached Exhibit "D"

Cincinnati, Ohio July 16 , 2020.

I, the undersigned attorney at law, practicing in Hamilton County, Ohio hereby certify that the above Petitioner(s) and the above listed owner(s) is/are all of the owner(s) of the land abutting on the Property.


ERIC J. FERNANDEZ
Attorney at Law
Ohio Attorney Registration No. 0067104

Contract No. _____

Property: Lang Street

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as 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 (the "**City**") and **DAVID G. BIRD**, whose tax mailing address is 3631 Emery Lake Lane, Mason, OH 45040 ("**Purchaser**").

Recitals:

A. The City owns a 0.1033 acre tract of land dedicated as public right-of-way known as Lang Street in the Mt. Auburn neighborhood of Cincinnati, Ohio, as depicted on Exhibit A (Survey Plat) and described on Exhibit B (Quitclaim Deed) hereto (the "**Sale Property**"). The Sale Property is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns adjoining property that abuts the Sale Property, as depicted on Exhibit A hereto ("**Purchaser's Property**"). Purchaser has petitioned the City to vacate the Sale Property as public right-of-way and seeks to purchase it from the City.

C. Eric J. Fernandez, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated July 20, 2020, certifying that (i) the City, Purchaser, Donna Lee Robertson, unmarried, f/k/a Donna Lee Heustis, and Cure Properties, LLC, an Ohio limited liability company, are the owners of all the real property abutting the Sale Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Sale Property to Purchaser, a copy of which is attached as Exhibit C (Attorney's Certificate of Title) hereto.

D. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

E. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.

F. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$4,500.00, which Purchaser is willing to pay.

G. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns property that abuts the Sale Property, all other abutting property owners consent to the City's vacation and sale of the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

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 Developer at its meeting on October 23, 2020.

J. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [____]-202_, passed on [____], 2020.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$4,500 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as 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.

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(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 "**Conditions**"); *provided, however,* that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. 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 vacation and sale of the Sale Property;
- (iv) **Abutter's Interests:** Purchaser shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property.
- (v) **Coordinated Report Conditions (CR #10-2020):**
 - (a) **DOTE:**
 - (i) The existing utilities must be granted easements or relocated at petitioner's expense.
 - (ii) Abutting property owners must agree to the sale in writing.
 - (iii) No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
 - (iv) The petitioner is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
 - (v) Goethe and Seitz Streets must be closed off with a curb, sidewalk, and/or drive approach.

(vi) A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) MSD: A 20' wide minimum permanent Metropolitan Sewer District of Greater Cincinnati ("**MSDGC**") sewer easement will be necessary. Depending on the actual field location of the existing sewer with respect to the location of the Lang St. right of way, the 20' wide easement will need to be measured from the existing northwest Lang St. right of way. The permanent sewer easement will be necessary for access, operations, and maintenance for the existing sewer and manhole. Note, an additional 3' will be necessary measured from the permanent easement, along with other MSDGC restrictions, as outlined per MSDGC Rules and Regulations Section 207. No structure which can interfere with the access to the public sewer or can exert loading upon a public sewer per MSDGC Rules and Regulations Section 206.

(c) B&I: Purchaser shall consolidate the Sale Property with its adjoining property following the Closing.

(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 **90 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 **30 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 B. 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 or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. 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 send 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 has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Purchaser and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.

(ii) 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 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.

(iii) 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.

(iv) 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 or materially and adversely affect its financial condition or its purchase of the Sale Property.

(v) The statements made in the documentation provided by Purchaser to the City 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.

(vi) Purchaser does not owe 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 purchase 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 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.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Survey Plat*
Exhibit B – *Form of Quit Claim Deed*
Exhibit C – *Attorney’s Certificate of Title*

[signature pages follow]

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

DAVID G. BIRD

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. 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 B
to Property Sale Agreement
FORM OF QUIT CLAIM DEED

----- space above for recorder -----

QUITCLAIM DEED
(Portion of Lang Street)

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **DAVID G. BIRD**, whose tax mailing address is 3631 Emery Lake Lane, Mason, OH 45040, (“**Grantee**”), all of the City’s right, title and interest in and to the real property depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the “**Property**”).

Property Address:	None; certain portions of former public right-of-way known as Lang Street.
Auditor’s parcels:	None (former public right-of-way)
Prior instrument reference:	None (former public right-of-way)

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021, the Property is hereby vacated as public right-of-way by the City.

(A) Creation of Utility Easement: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of Lang Street for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

(B) Utility Easement for Sanitary Sewers: The City hereby reserves and creates a permanent easement 10 feet on either side of the centerline of an existing sanitary sewer line for the operation, maintenance, repair, and replacement of such facilities, including access thereto (the “**Sewer Easement**”). Unless otherwise approved by the City in writing, Grantee, its successors and assigns, shall not place or permit to be placed within, or within a three-foot buffer area of, the Sewer Easement area any structures or other improvements, except that landscaping, paving and other minor improvements shall be permitted. If the City determines that improvements placed within the easement area interfere with the City’s easement rights, the City may remove such improvements at Grantee’s expense. Under no circumstances shall the City or its contractors be liable for any damage to improvements placed within the easement area. Following the relocation of any existing sanitary sewers in such vacated portion of the public right-of-way to the satisfaction of the City, upon Grantee’s request, the City shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder’s Office, at Grantee’s cost.

This conveyance was authorized by Ordinance No. ___-2021, passed by Cincinnati City Council on _____, 2021.

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to 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, Suite 214,
Cincinnati, Ohio 45202

Exhibit A
to Quitclaim Deed
Survey Plat

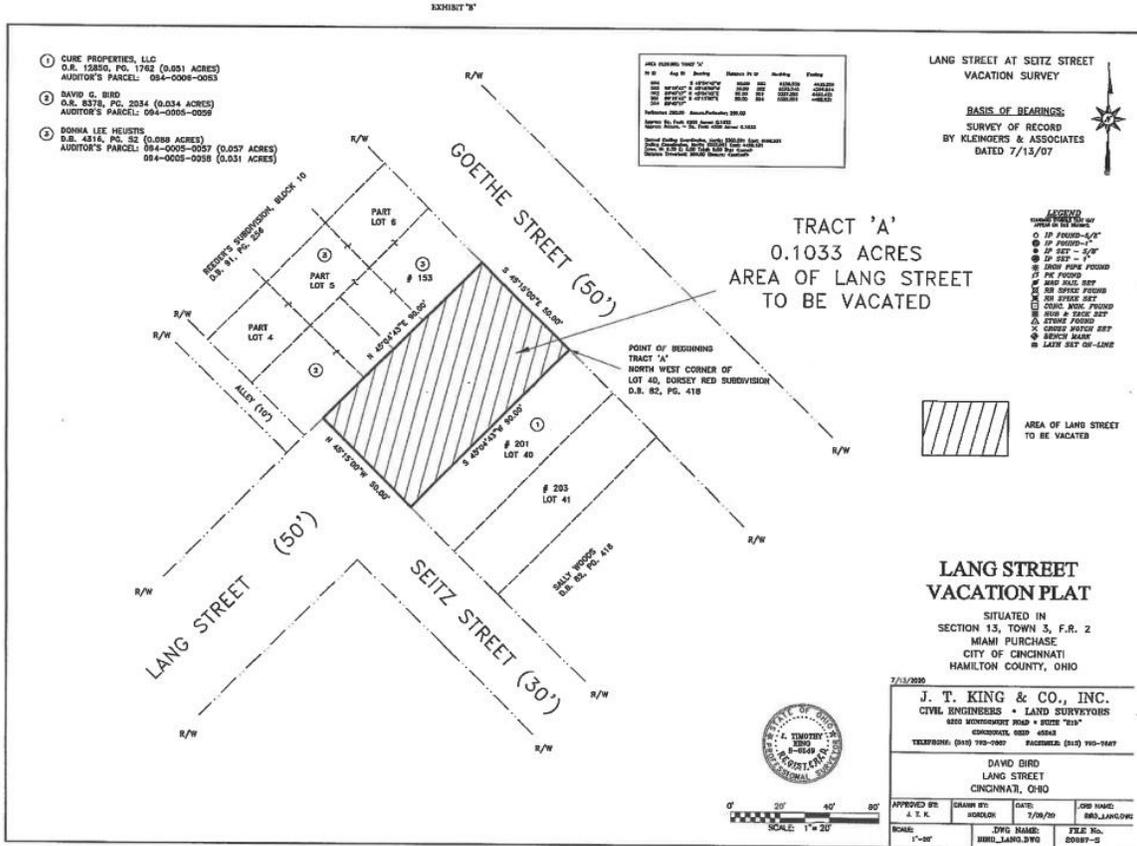


Exhibit B
to Quitclaim Deed
Legal Description

LEGAL DESCRIPTION
TRACT 'A'
0.1033 ACRES

Situated in Section 13, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the north west corner of Lot 40 of Dorsey Red Subdivision, as recorded in Deed Book 82, Page 418 of the Hamilton County Recorder's Office; said point lies at the intersection of the East line of Lang Street with the South line of Goethe Street;

THENCE leaving the south line of Goethe Street, along the east line of Lang Street, South 45 degrees 04 minutes 43 seconds West for a distance of 90.00 feet to the North line of Seitz Street;

THENCE leaving the east line of Lang Street, along the extension of the North line of Seitz Street, North 45 degrees 15 minutes 00 seconds West for a distance of 50.00 feet, to the west line of Lang Street;

THENCE with the west line of Lang Street, North 45 degrees 04 minutes 43 seconds East for a distance of 90.00 feet to the south line of Goethe Street;

THENCE with the south line of Goethe Street, South 45 degrees 15 minutes 00 seconds East for a distance of 50.00 feet to the place of beginning;

Containing in all 0.1033 acres more or less subject to all legal highways and easements of record;

This Legal Description was prepared from a survey by J.T. King & Co. Inc., Civil Engineers and Land Surveyors, dated July 09, 2020, and written by J. Timothy King, PE-PS, Professional Land Surveyor, State of Ohio Registration No. 6549.

Exhibit C
to Property Sale Agreement
Attorney Certificate of Title

ATTORNEY'S CERTIFICATE OF TITLE

(purchase of public right-of-way)

DAVID G. BIRD ("Petitioner"), whose address is 1905 Lang St. Cincinnati, OH 45202, has requested to purchase a portion of the public right-of-way known as Lang Street, Cincinnati, Ohio 45202 between Seitz Street and Goethe Street as more particularly described in Exhibit "A" hereto (the "property").

NAMES OF ABUTTING OWNERS

Parcel(s) owned (address/Parcel ID).

DAVID G. BIRD, Petitioner/Purchaser

Owner of abutting Lot(s) located at:
1905 Lang St. Cincinnati, OH 45202
PART LOTS 4-5 REEDERS SUB
Parcel # 094-0005-0059-00
Per Deed Recorded at:
See Attached Exhibit "B".

DONNA LEE ROBERTSON, Unmarried (F/K/A DONNA LEE HEUSTIS)

Owner of abutting Lot(s) located at:
153 Goethe St., Cincinnati, OH 45202
PART LOTS 5-6 REEDERS SUB
Parcel # 094-0005-0058-00
Per Deed Recorded at:
See Attached Exhibit "C"

**CURE PROPERTIES, LLC,
(An Ohio Limited Liability Company)**

Owner of abutting Lot(s) located at:
201 Goethe St., Cincinnati, OH 45202
LOT 40 DORSEY RED SUB
Parcel # 094-0006-0053-00
Per Deed Recorded at:
See Attached Exhibit "D"

Cincinnati, Ohio July 16 , 2020.

I, the undersigned attorney at law, practicing in Hamilton County, Ohio hereby certify that the above Petitioner(s) and the above listed owner(s) is/are all of the owner(s) of the land abutting on the Property.


ERIC J. FERNANDEZ
Attorney at Law
Ohio Attorney Registration No. 0067104

February 10, 2021

To: Mayor and Members of City Council 202100595
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – Acceptance of Pan African Flag from RoSho Awards and Graphics**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to accept in-kind donation of a Pan African flag from RoSho Awards and Graphics in order to fly it from the flagpole at City Hall during the month of February as a recognition of Black History Month.

The reason for the emergency is the immediate need to accept the donation in time to fly a Pan African flag during the month of February.

Date: February 5, 2021

To: Paul Boggs Muething, City Manager
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Emergency Ordinance – Acceptance of Pan African Flag from RoSho Awards and Graphics**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to accept in-kind donation of a Pan African flag from RoSho Awards and Graphics in order to fly it from the flagpole at City Hall during the month of February as a recognition of Black History Month.

AWG/KKF/(lnk)
Attachment
331539

EMERGENCY

City of Cincinnati

KKF

AWB

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to accept in-kind donation of a Pan African flag from RoSho Awards and Graphics in order to fly it from the flagpole at City Hall during the month of February as a recognition of Black History Month.

WHEREAS, Carter G. Woodson, noted Black Scholar and historian, founded the Association for the Study of Negro Life and History in 1915, and initiated Black History Week on February 12, 1926, chosen to coincide with the birthdays of Frederick Douglass and Abraham Lincoln; and

WHEREAS, in 1976, as part of the nation's bicentennial, the week was expanded to become Black History Month in honor of the shared heritage of its African American citizens and in order to better conserve, preserve, and perpetuate African American history and culture; and

WHEREAS, the Pan African flag has been a symbol of solidarity, liberation, and respect and has represented pride and unity since 1920 when the Honorable Marcus Garvey of the United Negro Improvement Association created the flag; and

WHEREAS, the City Administration intends to fly a Pan African flag from the flagpole at City Hall during the month of February in recognition of Black History Month, and RoSho Awards and Graphics has offered to donate the flag to the City; and

WHEREAS, the City of Cincinnati desires to express its support for Black History Month in solidarity with its Black residents; and

WHEREAS, the value of the flag is less than \$150; and

WHEREAS, the City's installation and maintenance of the Pan African flag is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum; and

WHEREAS, there are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources; now, therefore,

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

Section 1. That City Council hereby declares it is a matter of great public interest to celebrate Black History Month in the City of Cincinnati in honor of the shared heritage of its African American citizens and in order to better conserve, preserve, and perpetuate African

American history and culture, including through accepting the donation of and flying the Pan African flag during the month of February.

Section 2. That the City Manager is hereby authorized to accept a donation of a Pan African flag, and subsequent similar replacement flags, from RoSho Awards and Graphics valued at less than \$150 each, and to display the flag in celebration of Black History Month.

Section 3. That the City's installation and maintenance of the Pan African flag is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum.

Section 4. That the proper City officials are 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 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 accept the donation in time to fly a Pan African flag during the month of February.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: February 10, 2021

To: Mayor and Members of City Council **202100596**
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – LEASE A PORTION OF DOERR ALLEY TO TENDER MERCIES

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Lease Agreement* with Tender Mercies, Inc. pursuant to which the City will lease for a five-year term a portion of Doerr Alley located south of West 12th Street and north of Central Parkway in the Over-the-Rhine neighborhood of Cincinnati.

The City owns Doerr Alley located south of West 12th Street and north of Central Parkway in the Over-the-Rhine neighborhood. Tender Mercies owns property abutting Doerr Alley and has requested to lease a portion of the alley.

The City has determined the Lease Area is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease and leasing the area to Tender Mercies is not adverse to the City's retained interest in the Lease Area.

The fair market value of the Lease Area is approximately \$475 per year, which Tender Mercies has agreed to pay.

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

The Administration recommends passage of the attached ordinance.

Attachment I – Lease Renewal

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

City of Cincinnati
An Ordinance No. _____

CHM
- 2021

AWB

AUTHORIZING the City Manager to execute a *Lease Agreement* with Tender Mercies, Inc. pursuant to which the City will lease for a five-year term a portion of Doerr Alley located south of West 12th Street and north of Central Parkway in the Over-the-Rhine neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property, designated as public right-of-way, commonly known as Doerr Alley located south of West 12th Street and north of Central Parkway in the Over-the-Rhine neighborhood of Cincinnati (the “Property”), which Property is under the management of the Department of Transportation and Engineering (“DOTE”); and

WHEREAS, Tender Mercies, Inc., an Ohio nonprofit corporation (“Tender Mercies”), owns or otherwise controls 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* attached to this ordinance as Attachment A and incorporated herein by reference (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 Tender Mercies is not adverse to the City’s retained interest in the Lease Area or 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 \$475 per year, which Tender Mercies has agreed to pay; and

WHEREAS, pursuant to Section 331-5, 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 Tender Mercies, Inc., an Ohio nonprofit corporation, (“Tender Mercies”), 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 for a five-year term a portion of Doerr Alley located south of West 12th Street and north of Central Parkway, as more particularly depicted in the *Lease Agreement* (the “Lease Area”).

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 Tender Mercies 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 Tender Mercies, an abutting property owner, 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 \$475 per year, which Tender Mercies 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 and intent of this ordinance and the *Lease Agreement*, including executing any and all ancillary documents associated with the *Lease Agreement*, such as amendments or supplements to the *Lease Agreement* deemed by the City Manager to be in the vital and best interests of the City.

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

LEASE AGREEMENT

(Portion of Doerr Alley, between W. 12th Street and W. Central Parkway in OTR)

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 **Tender Mercies, Inc.**, an Ohio nonprofit corporation, the address of which for purposes of this Lease is 27 W. 12th Street, Cincinnati, OH 45202 ("**Lessee**").

Recitals:

A. The City owns the public right-of-way known as Doerr Alley, between W. 12th Street and W. Central Parkway in Over-the-Rhine, as shown on Exhibit A (Site Plan) hereto.

B. Lessee and its affiliates own adjacent properties along W. 12th Street, as shown on Exhibit A.

C. Lessee desires to lease a portion of Doerr Alley from the City (said portion being shown on Exhibit A and referred to herein as the "**Leased Premises**") so that it can restrict vehicular and pedestrian traffic through the area in an effort to reduce loitering, drinking, drug dealing and other illegal and offensive activity.

D. The City's Department of Transportation and Engineering ("**DOT**") 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 \$475/year, which Lessee 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 would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

G. As a condition of receiving DOT's consent to this Lease, Lessee 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 Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to Lessee 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 Lessee 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, Lessee shall accept the Leased Premises in "as is" condition.

2. Term.

(A) The term ("Term") of this Lease 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 day immediately preceding the 5th anniversary thereof.

(B) **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 Lessee 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, Lessee 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, Lessee shall pay the City annual rent for the Leased Premises in the amount of \$475/year.

(B) **Late Payment.** If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee 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 Lessee. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use. Lessee may use the Leased Premises as a private walkway, for private parking, for placement of tables and chairs for employees to eat lunch, for storage and other uses that serve Lessee's adjacent properties, and for no other purpose unless consented to in writing by DOTE. Lessee 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, Lessee 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. *Lessee 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. Lessee 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. Lessee 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, Lessee shall promptly repair such damage at its sole expense. Lessee 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.** Lessee, 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 end of each alley where it abuts W. 12th Street (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. Lessee, 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, Lessee'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, Lessee 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 Lessee fails to timely remove the Barriers and complete such restoration to the satisfaction of the City Engineer, the City may do so at Lessee's expense, which amount shall be payable by Lessee within thirty (30) days after Lessee's receipt of a statement from the City indicating the amount due.

(B) Access by City Departments, Utility Companies and Others. (i) Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year), including access across Lessee's abutting properties between Doerr Alley, by: (i) DOTE for inspection and all other reasonable purposes; (ii) the City's Police and Fire Departments; (iii) GREATER CINCINNATI WATER WORKS 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. Lessee shall contact Mark Niehe at GCWW (591-7870) at least 2 full working days prior to commencing any construction within the Leased Premises. If Lessee installs gates under paragraph 7(A) above, Lessee 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 Lessee 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 Lessee under this Lease.

(ii) If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to a utility provider, Lessee 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 Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility company damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, maintenance, repair or replacement of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements.

(C) No Liens. Lessee shall not permit any mechanics liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(D) Compliance with Laws. Lessee shall obtain all necessary City inspection permits for work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee 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, Lessee 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 Lessee proposes to install any permanent structures or other improvements in addition to the Barriers, Lessee 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, Lessee 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

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the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. If Lessee constructs any improvements within the Leased Premises, Lessee 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, Lessee 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 Lessee'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. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee'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 Lessee shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) **Indemnification.** Lessee 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 Lessee 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 Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee'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 Lessee's sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Lessee 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 Lessee'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 Lessee sends a notice to the City alleging that the City is in default under this Lease, Lessee 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, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee 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 Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and Lessee 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, Lessee 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. Lessee 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; provided, however, that if Lessee sells or transfers its abutting properties to a third party, Lessee may simultaneously assign its interests under this Lease to such transferee. This Lease shall be binding upon the parties and their respective successors and permitted assigns. If the lessee hereunder consists of more than one individual or entity, such individuals' or entities' obligations under this Lease are joint and several. 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, Lessee shall keep the leased portion of Doerr 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. The Greater Cincinnati Water Works ("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").

Tender Mercies, Inc.,
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

City of Cincinnati

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

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

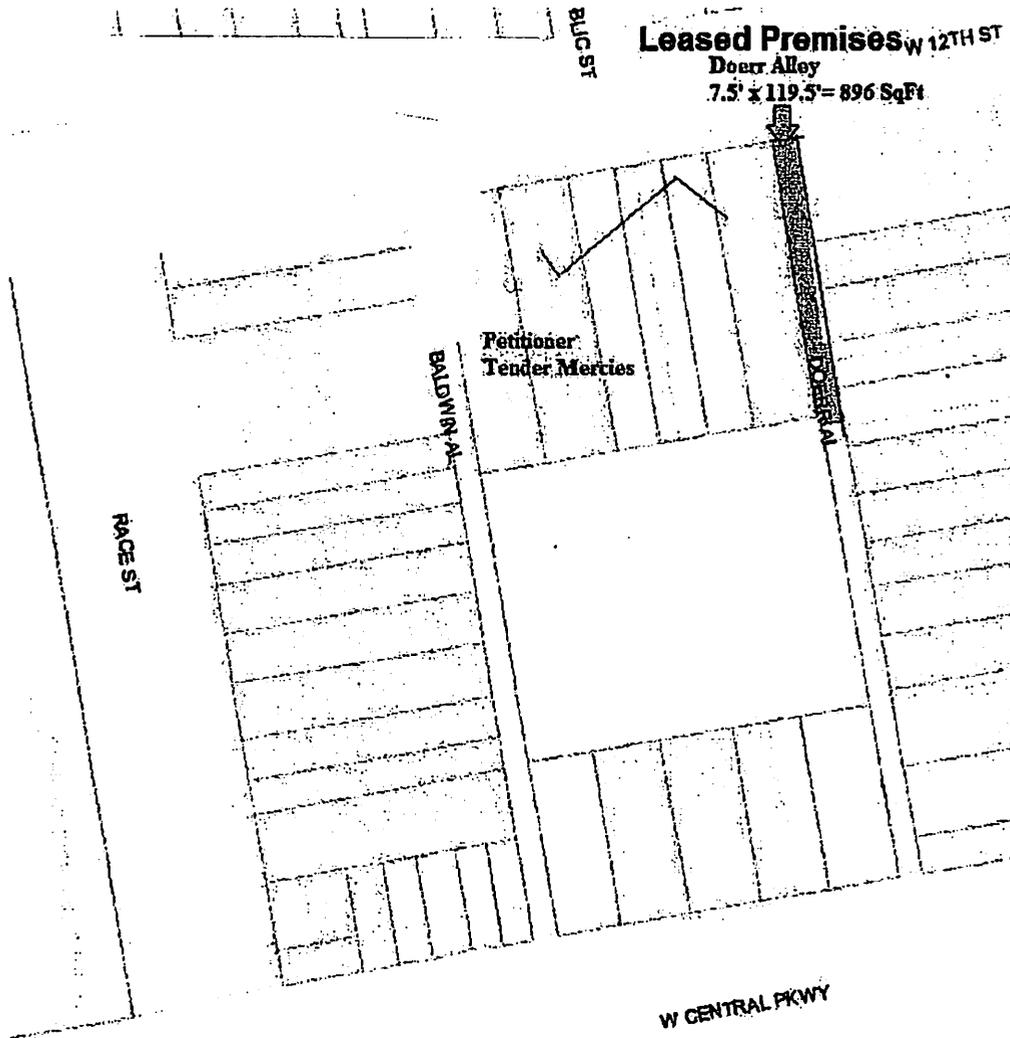


EXHIBIT B
to
Lease Agreement

COPY OF CONSENTS FROM ABUTTING PROPERTY OWNERS



January 14, 2021

Mr. Russell L. Winters
Chief Executive Officer
Tender Mercies, Inc.
27 W. 12th Street
Cincinnati, OH 45202

Dear Mr. Winters,

We understand the City of Cincinnati is requiring you to renew your lease for Doerr Alley between 12th Street and Central Parkway in order to continue maintaining gates to close off the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th.

You require the permission of all abutting properties to allow you to renew your lease of Doerr Alley.

This letter is to give Tender Mercies, Inc. the permission of 1200 Vine LLC who owns the property at 1135 Vine Street and 5 W 12th St. Parcel #'s 076-0002-0356 and 076-0002-0357 to lease the aforementioned alley between 12th Street and Central Parkway and maintain existing gates at the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th. We also understand that should Central Parkway ever be closed off for special events that Tender Mercies will make Baldwin Alley accessible to Ferguson Square during the event.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Adam Gelter', written over a light blue circular scribble.

Adam Gelter
EVP Development



January 12, 2021

Mr. Russell L. Winters
Chief Executive Officer
Tender Mercies, Inc.
27 W. 12th Street
Cincinnati, OH 45202

Dear Mr. Winters.

We understand the City of Cincinnati is requiring you to renew your lease for Doerr Alley between 12th Street and Central Parkway in order to continue maintaining gates to close off the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th to discourage illegal behaviors from taking place in or next to Doerr Alley.

You require the permission of all abutting properties to allow you to renew your lease of Doerr Alley.

This letter is to give Tender Mercies, Inc. the permission of 1200 Vine LLC who owns the property at 1135 Vine Street and 5 W 12th St.

Parcel #'s 076-0002-0356 and 076-0002-0357

to lease the aforementioned alley between 12th Street and Central Parkway and maintain existing gates at the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th. We also understand that should Central Parkway ever be closed off for special events that Tender Mercies will make Baldwin Alley accessible to Ferguson Square during the event.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Lynn Meyers", is written over the typed name.

D. Lynn Meyers
Producing Artistic Director
Ensemble Theatre Cincinnati

1127 Vine Street | Cincinnati, OH 45202 | www.ensemblecincinnati.org | 513-421-3555

LEASE AGREEMENT

(Portion of Doerr Alley, between W. 12th Street and W. Central Parkway in OTR)

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 **Tender Mercies, Inc.**, an Ohio nonprofit corporation, the address of which for purposes of this Lease is 27 W. 12th Street, Cincinnati, OH 45202 (“**Lessee**”).

Recitals:

A. The City owns the public right-of-way known as Doerr Alley, between W. 12th Street and W. Central Parkway in Over-the-Rhine, as shown on Exhibit A (Site Plan) hereto.

B. Lessee and its affiliates own adjacent properties along W. 12th Street, as shown on Exhibit A.

C. Lessee desires to lease a portion of Doerr Alley from the City (said portion being shown on Exhibit A and referred to herein as the “**Leased Premises**”) so that it can restrict vehicular and pedestrian traffic through the area in an effort to reduce loitering, drinking, drug dealing and other illegal and offensive activity.

D. The City’s Department of Transportation and Engineering (“**DOT**”) 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 \$475/year, which Lessee 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 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, Lessee 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 Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to Lessee 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 Lessee 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, Lessee shall accept the Leased Premises in “as is” condition.

2. Term.

(A) The term ("**Term**") of this Lease 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 day immediately preceding the 5th anniversary thereof.

(B) 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 Lessee 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, Lessee 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, Lessee shall pay the City annual rent for the Leased Premises in the amount of \$475/year.

(B) Late Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee 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 Lessee. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use. Lessee may use the Leased Premises as a private walkway, for private parking, for placement of tables and chairs for employees to eat lunch, for storage and other uses that serve Lessee's adjacent properties, and for no other purpose unless consented to in writing by DOTE. Lessee 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, Lessee 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. *Lessee 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. Lessee 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. Lessee 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, Lessee shall promptly repair such damage at its sole expense. Lessee 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. Lessee, 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 end of each alley where it abuts W. 12th Street (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. Lessee, 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, Lessee'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, Lessee 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 Lessee fails to timely remove the Barriers and complete such restoration to the satisfaction of the City Engineer, the City may do so at Lessee's expense, which amount shall be payable by Lessee within thirty (30) days after Lessee's receipt of a statement from the City indicating the amount due.

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(ii) If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to a utility provider, Lessee 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 Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility company damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, maintenance, repair or replacement of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements.

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(E) No Other Alterations or Signs. Except as permitted under this section, Lessee 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 Lessee proposes to install any permanent structures or other improvements in addition to the Barriers, Lessee shall also obtain the prior written consent of the utility companies that have utilities located within the Leased Premises.

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(A) Insurance. Throughout the Term, Lessee 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

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(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 Lessee'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. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee'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 Lessee shall at all times protect itself against such loss or damage by carrying adequate insurance.

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9. Default. Should Lessee 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 Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee'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 Lessee's sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Lessee 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 Lessee'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.

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11. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee 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 Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and Lessee 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, Lessee 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. Lessee 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; provided, however, that if Lessee sells or transfers its abutting properties to a third party, Lessee may simultaneously assign its interests under this Lease to such transferee. This Lease shall be binding upon the parties and their respective successors and permitted assigns. If the lessee hereunder consists of more than one individual or entity, such individuals' or entities' obligations under this Lease are joint and several. 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, Lessee shall keep the leased portion of Doerr 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. The Greater Cincinnati Water Works ("**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").

Tender Mercies, Inc.,
an Ohio nonprofit corporation

By: _____
Printed name: _____
Title: _____
Date: _____, 2021

City of Cincinnati

By: _____
Printed name: _____
Title: _____
Date: _____, 2021

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

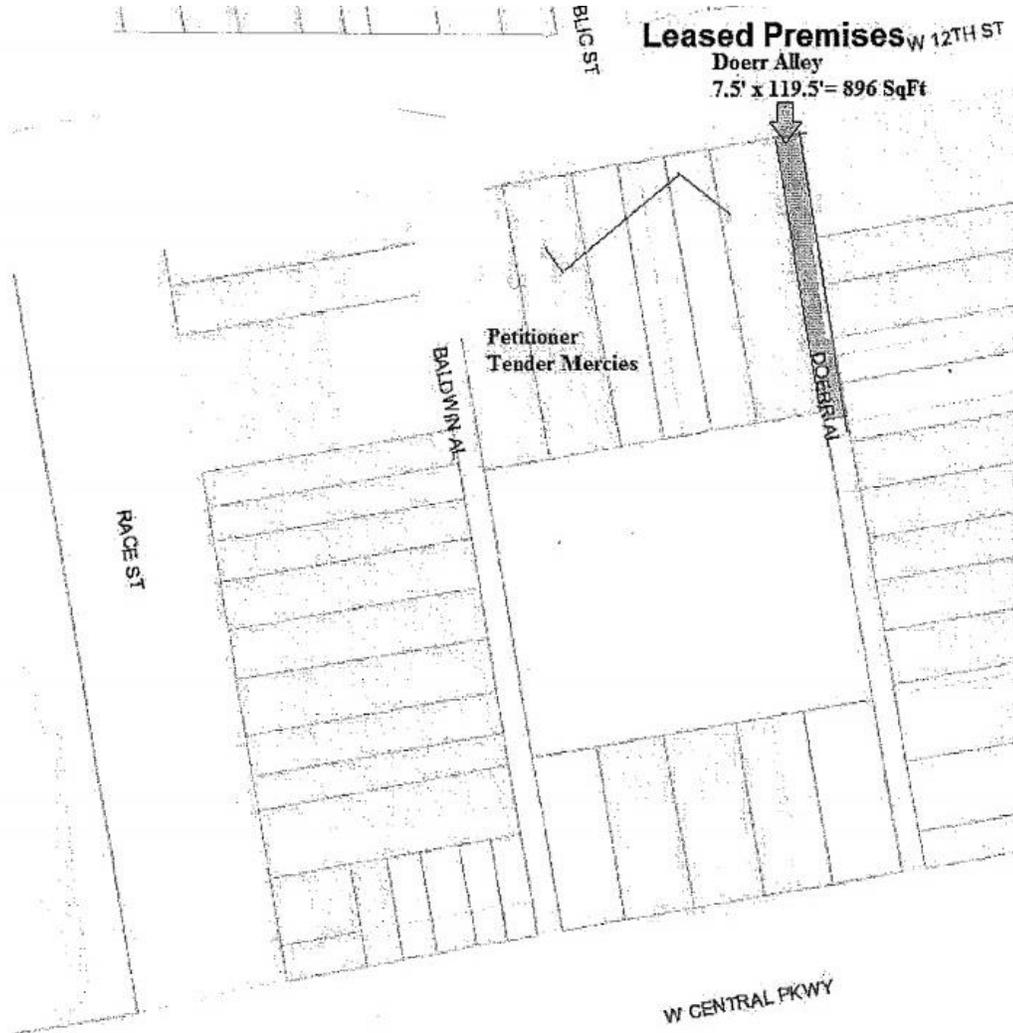


EXHIBIT B
to
Lease Agreement

COPY OF CONSENTS FROM ABUTTING PROPERTY OWNERS



January 14, 2021

Mr. Russell L. Winters
Chief Executive Officer
Tender Mercies, Inc.
27 W. 12th Street
Cincinnati, OH 45202

Dear Mr. Winters,

We understand the City of Cincinnati is requiring you to renew your lease for Doerr Alley between 12th Street and Central Parkway in order to continue maintaining gates to close off the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th.

You require the permission of all abutting properties to allow you to renew your lease of Doerr Alley.

This letter is to give Tender Mercies, Inc. the permission of 1200 Vine LLC who owns the property at 1135 Vine Street and 5 W 12th St. Parcel #'s 076-0002-0356 and 076-0002-0357 to lease the aforementioned alley between 12th Street and Central Parkway and maintain existing gates at the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th. We also understand that should Central Parkway ever be closed off for special events that Tender Mercies will make Baldwin Alley accessible to Ferguson Square during the event.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Adam Gelter', written over a light blue circular scribble.

Adam Gelter
EVP Development



January 12, 2021

Mr. Russell L. Winters
Chief Executive Officer
Tender Mercies, Inc.
27 W. 12th Street
Cincinnati, OH 45202

Dear Mr. Winters,

We understand the City of Cincinnati is requiring you to renew your lease for Doerr Alley between 12th Street and Central Parkway in order to continue maintaining gates to close off the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th to discourage illegal behaviors from taking place in or next to Doerr Alley.

You require the permission of all abutting properties to allow you to renew your lease of Doerr Alley.

This letter is to give Tender Mercies, Inc. the permission of 1200 Vine LLC who owns the property at 1135 Vine Street and 5 W 12th St.

Parcel #'s 076-0002-0356 and 076-0002-0357

to lease the aforementioned alley between 12th Street and Central Parkway and maintain existing gates at the North end of Doerr Alley at 12th Street and at the South end of your property at 15 W 12th. We also understand that should Central Parkway ever be closed off for special events that Tender Mercies will make Baldwin Alley accessible to Ferguson Square during the event.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Lynn Meyers", is written over a light blue horizontal line.

D. Lynn Meyers
Producing Artistic Director
Ensemble Theatre Cincinnati

1127 Vine Street | Cincinnati, OH 45202 | www.ensemblecincinnati.org | 513.421.3555

February 10, 2021

To: Mayor and Members of City Council **202100598**

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Acceptance of Donation from Blue Line Foundation

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation from the Blue Line Foundation of an Apex Officer virtual reality system valued at \$62,500 and a Force Science De-escalation instructor course valued at \$24,650 for use in the Cincinnati Police Department to allow the department to operate more efficiently and safely.

This Emergency Ordinance would authorize the City Manager to accept a donation from the Blue Line Foundation for the Apex Officer virtual reality (VR) system in the amount of \$62,500.00 as well as the Force Science De-escalation instructor course in the amount of \$24,650.00 at no cost to the City.

This VR system allows for scenario-based role-player training in an immersive environment. It emphasizes de-escalation skills through live dialog with the trainer, therefore permitting immediate training and remediation with minimum staffing levels. The Force Science De-escalation Instructor course will permit Police Academy staff certification leading to better de-escalation instruction throughout the Department and region.

The reason for the emergency is the immediate need to accept the donated equipment to allow for this training of police officers to occur.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

LES

- 2021

AUTHORIZING the City Manager to accept a donation from the Blue Line Foundation of an Apex Officer virtual reality system valued at \$62,500 and a Force Science De-escalation instructor course valued at \$24,650 for use in the Cincinnati Police Department to allow the department to operate more efficiently and safely.

WHEREAS, the Blue Line Foundation has offered to donate an Apex Officer virtual reality (VR) system and a Force Science De-escalation instructor course to the Cincinnati Police Department; and

WHEREAS, the VR system allows for training in an immersive environment emphasizing de-escalation skills through live dialog with the trainer; and

WHEREAS, the VR system provides immediate training and feedback with minimum staffing levels; and

WHEREAS, the Force Science De-escalation Instructor course will permit Police Academy staff certification resulting in improved de-escalation instruction throughout the Department and region; 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 accept a donation from the Blue Line Foundation of an Apex Officer virtual reality system valued at \$62,500 and a Force Science De-escalation instructor course valued at \$24,650 for use in the Cincinnati Police Department.

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 to accept the donated equipment to allow for this training of police officers to occur.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

February 10, 2021

To: Mayor and Members of City Council 202100638

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Community Development Block Grant (CDBG) CV3 Stimulus Grant Award**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the acceptance and appropriation of the sum of \$2,225,293 received pursuant to an additional Community Development Block Grant (CDBG) award in order to prevent, prepare for, and respond to the COVID-19 pandemic, to Community Development Block Grant Fund 304 in accordance with the attached appropriation schedule; and **ANNOUNCING** the City’s intention to use said funds for various projects in the City’s Calendar Year 2021 Community Development Block Grant Program as part of the 2015 – 2019 Consolidated Plan and 2019 Annual Action Plan Amendment, in accordance with the attached appropriation schedule, but subject to reallocation at the City Manager’s discretion in order to prevent, prepare for, and respond to the COVID-19 pandemic.

Approval of this Emergency Ordinance will authorize the acceptance and appropriation of the sum of \$2,225,293 received pursuant to an additional Community Development Block Grant (CDBG) award in order to prevent, prepare for, and respond to the COVID-19 pandemic, to Community Development Block Grant Fund 304 in accordance with the attached Appropriation Schedule. Approval of the Emergency Ordinance will announce the City’s intention to use said sum for various projects in the City’s Calendar Year 2021 Community Development Block Grant Program 2015 – 2019 Consolidated Plan and 2019 Annual Action Plan Amendment, in accordance with the attached appropriation schedule, but subject to reallocation at the City Manager’s discretion in order to prevent, prepare for, and respond to the COVID-19 pandemic.

HUD announced an initial grant allocation for the 2020 CDBG program (CFDA 14.218) via Award B-20-MC-39-0003 on February 14, 2020.

HUD received an additional federal appropriation through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for use in funding additional CDBG grants to entitlement grantees in order to prevent, prepare for, and respond to the COVID-19 pandemic. Through CDBG-CV3 (CDBG CARES Act Third Round), the City received \$2,225,293 on September 11, 2020 via Award B-20-MC-39-0003.

The CDBG program is in accordance with the “Live” goal to “support and stabilize our neighborhoods” as described on page 160 of Plan Cincinnati and the “Compete” goal to “be the pivotal economic force in the region” as described on page 101 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for vital City programs funding during calendar year 2021 and to address the COVID-19 pandemic.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

AKS

- 2021

AUTHORIZING the acceptance and appropriation of the sum of \$2,225,293, received pursuant to an additional Community Development Block Grant (CDBG) award in order to prevent, prepare for, and respond to the COVID-19 pandemic, to Community Development Block Grant Fund 304 in accordance with the attached appropriation schedule; and **ANNOUNCING** the City’s intention to use said funds for various projects in the City’s Calendar Year 2021 Community Development Block Grant Program as part of the 2015 – 2019 Consolidated Plan and 2019 Annual Action Plan Amendment, in accordance with the attached appropriation schedule, but subject to reallocation at the City Manager’s discretion in order to prevent, prepare for, and respond to the COVID-19 pandemic.

WHEREAS, the Community Development Block Grant (“CDBG”) Program began in 1974 and is one of the longest continuously run programs at the U.S. Department of Housing and Urban Development (“HUD”), through which HUD provides annual grants to local communities to address a wide range of unique community development needs; and

WHEREAS, HUD announced an initial grant allocation of \$11,697,236 to the City of Cincinnati for the 2020 CDBG program (CFDA 14.218) via Award B-20-MC-39-0003 on February 14, 2020; and

WHEREAS, HUD received an additional federal appropriation through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for use in funding additional CDBG grants to entitlement grantees in order to prevent, prepare for, and respond to the COVID-19 pandemic, and through CDBG-CV3 (CDBG CARES Act Third Round) via Award B-20-MW-39-0003, the City received \$2,225,293 on September 11, 2020; and

WHEREAS, it is critical that the City Manager maintains discretion to reallocate the funding between the projects and programs listed in the attached Appropriation Schedule as she deems necessary to prevent, prepare for, and respond to the COVID-19 pandemic; and

WHEREAS, accepting and appropriating funds from the CDBG program is in accordance with the “Live” goal to “Support and stabilize our neighborhoods,” as described on page 160 of Plan Cincinnati, and with the “Compete” goal to “be a pivotal economic force in the region,” as described on page 101 of Plan Cincinnati; now, therefore,

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

Section 1. That Council hereby authorizes the acceptance and appropriation of the additional sum of \$2,225,293, received pursuant to an additional Community Development Block

APPROPRIATION SCHEDULE

COMMUNITY DEVELOPMENT BLOCK GRANT APPROPRIATION SCHEDULE

Section 1

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
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CDBG	304	161	30420118	Urgent Public Health Crisis Response Program - Stimulus CV3	\$2,002,764.00
CDBG	304	161	30420904	Urgent Public Health Crisis Response Program - Stimulus CV3 Admin	<u>\$222,529.00</u>

TOTAL \$2,225,293.00



David S. Mann
Councilmember

202100670

February 10, 2021

MOTION

WE MOVE that the Administration develop recommendations to finalize contracts implementing human services grants much sooner after Council approves the grant awards, so that the intended benefit of the grant awards is not unnecessarily delayed, sometimes for months.

Councilmember David Mann

Statement:

Nine months after passing the last City budget, several agencies are still waiting for the finalization of their contracts. The "Human Services" funding supports agencies providing essential services to the most fragile of our citizens. According to a recent survey by the Human Services Chamber, these contracting delays have caused some organizations to experience additional financial stress and administrative burden. In some cases, fewer people received needed supports and services because funding was not available. It is essential for the well-being of our citizens that the city become more limber and be able to create contracts and provide funding within a month or two of the finalizations of the budget.

As of today, 19 agencies are still waiting for contracts to use Human Services Funds and 6 organizations are waiting for contracts and/or funds allocated through the Hands Up

City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati-oh.gov
Web www.cincinnati-oh.gov

David S. Mann
Councilmember

Initiative. In addition, the anti-poverty initiative ProjectLift, which Council funded in the amount of \$600K, has been waiting for a contract and funding since August 2019.

Maybe, a focus group could be formed with members of the city administration, including Law and DCED, and representatives of the Human Service agencies, since the issue is multi-dimensional with many involved in the outcome.