



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson Reggie Harris
Vice Chair Jeff Cramerding
Councilmember Mark Jeffreys
Councilmember Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Anna Albi
Councilmember Meeka Owens
Councilmember Seth Walsh
President Pro Tem Victoria Parks

Monday, February 26, 2024

1:00 PM

Council Chambers, Room 300

AGENDA

TRANSFERS AND APPROPRIATIONS

1. [202400558](#) ORDINANCE (EMERGENCY), submitted by Sheryl M. M. Long, City Manager dated 2/22/2024, AUTHORIZING the transfer and appropriation of \$191,516.35 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x981x232522, "Fleet Replacements - Obsolete," to acquire automotive and motorized equipment funded by the sale of obsolete automotive equipment and subrogation payments for damage to City vehicles.

Sponsors: City Manager

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

GRANTS

2. [202400557](#) ORDINANCE, submitted by Sheryl M.M. Long, City Manager, dated 2/22/2024, AUTHORIZING the City Manager to apply for and accept the in-kind services of an Energy Efficiency Community Block Grant Community Energy Fellow provided through the United States Department of Energy.

Sponsors: City Manager

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

3. [202400560](#) ORDINANCE (EMERGENCY), submitted by Sherl M.M. Long, City Manager, dated 2/22/2024, AUTHORIZING the City Manager to accept and appropriate a grant of \$1,000 from the Greater Cincinnati Foundation Harry F. and Mary Ann Fry Fund into City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources for the operation of the Office of Human Relations; and AUTHORIZING the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8572.

Sponsors: City Manager

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

PUBLIC UTILITY EASEMENTS

4. [202400559](#) ORDINANCE, submitted by Sheryl M. M. Long, City Manager, on 2/22/2024, ACCEPTING AND CONFIRMING the grant of a public utility easements in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Deer Park, Hamilton County, Ohio in accordance with the plat entitled Plat of Easement E-1080 the Townhomes at Wentworth WSL 3674, E1096, as recorded in Plat Book 487, Page 93, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

5. [202400561](#) ORDINANCE, submitted by Sheryl M. M. Long, City Manager, on 2/22/2024, ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Miami Township related to Deer Run, Phase 5 Subdivision, as more particularly depicted and described on an easement plat recorded in Plat Book 494, Page 96, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

URBAN FORESTRY ASSESSMENT

6. [202400562](#) RESOLUTION (LEGISLATIVE) submitted by Sheryl M. M. Long, City Manager, on 2/22/2024, DECLARING the necessity of assessing for the control of blight and disease of shade trees within the public rights-of-way, and for planting, care, maintenance, trimming, and removing shade trees in and along the streets of the City of Cincinnati's Urban Forestry Maintenance District for calendar year 2025.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Legislative Resolution](#)

PROPERTY SALE AGREEMENT

7. [202400566](#) ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, on 2/22/2024, AUTHORIZING the City Manager to execute a Property Sale Agreement with OE May Square, LLC, pursuant to which the City will sell certain real property located at 646 Crown Street in the Walnut Hills neighborhood of Cincinnati.

Sponsors: City Manager

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

MOTION

8. [202400593](#) MOTION, submitted by Councilmembers Cramerding and Owens, WE MOVE that the Administration draft a report addressing the potential advantages or disadvantages, feasibility, and benefits to transparency of the following guardrails for the CSR Trust and the implementation of the Cincy on Track Plan. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Sponsors: Cramerding and Owens

Attachments: [Motion- Cramerding](#)

ADJOURNMENT

February 22, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202400558

**Subject: Emergency Ordinance – Department of Public Services (DPS):
Appropriation of Obsolete Fleet Sales and Subrogation
Proceeds**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and appropriation of \$191,516.35 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x981x232522, “Fleet Replacements – Obsolete,” to acquire automotive and motorized equipment funded by the sale of obsolete automotive equipment and subrogation payments for damage to City vehicles.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of \$191,516.35 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to the existing capital improvement program project account no. 980x981x232522, “Fleet Replacements – Obsolete,” to acquire automotive and motorized equipment funded by the sale of obsolete automotive equipment and subrogation payments for damage to City vehicles.

Between June 2023 and January 2024, the Department of Public Services collected \$191,516.35 from subrogation payments for damage to City vehicles and the disposal or auction of obsolete equipment, which was deposited in Miscellaneous Permanent Improvement Fund 757.

Acquiring fleet replacements funded by the sale of obsolete automotive equipment and subrogation payments for City vehicle damages is in accordance with the “Sustain” goal to “[m]anage our financial resources” as described on pages 199-205 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to acquire necessary automotive and motorized equipment.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director



Attachment

EMERGENCY

LES

- 2024

AUTHORIZING the transfer and appropriation of \$191,516.35 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x981x232522, “Fleet Replacements – Obsolete,” to acquire automotive and motorized equipment funded by the sale of obsolete automotive equipment and subrogation payments for damage to City vehicles.

WHEREAS, between June 2023 and January 2024, the Department of Public Services collected \$191,516.35 from subrogation payments for damage to City vehicles and the disposal or auction of obsolete equipment, which was deposited in Miscellaneous Permanent Improvement Fund 757; and

WHEREAS, acquiring fleet replacements funded by the sale of obsolete automotive equipment and subrogation payments for City vehicle damage is in accordance with the “Sustain” goal to “[m]anage our financial resources” as described on pages 199-205 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and appropriation of \$191,516.35 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to the existing capital improvement program project account no. 980x981x232522, “Fleet Replacements – Obsolete,” is authorized to acquire automotive and motorized equipment funded by the sale of obsolete automotive equipment and subrogation payments for City vehicle damage.

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

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 acquire necessary automotive and motorized equipment.

Passed: _____ 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 22, 2024

To: Mayor and Members of City Council

202400557

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – OES: Energy Efficiency Community Block Grant (EECBG) Community Energy Fellow

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for and accept the in-kind services of an Energy Efficiency Community Block Grant Community Energy Fellow provided through the United States Department of Energy.

This Ordinance authorizes the City Manager to apply for and accept in-kind services of an Energy Efficiency Community Block Grant (“EECBG”) Community Energy Fellow (“Fellow”) from the United States Department of Energy (DOE).

The EECBG Fellow will help staff and assist the Office of Environment and Sustainability (OES) with the implementation of its EECBG project. The EECBG project includes conducting energy audits of City facilities and developing a facility decarbonization plan.

This grant does not require matching funds or new FTEs/full time equivalents.

To meet the EECBG application deadline of March 31, 2024, the City may have already applied for the grant before the effective date of this ordinance, but no grant resources will be accepted without approval by the City Council.

The City’s EECBG project and application for an EECBG Fellow is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-186 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director



Attachment

AUTHORIZING the City Manager to apply for and accept the in-kind services of an Energy Efficiency Community Block Grant Community Energy Fellow provided through the United States Department of Energy.

WHEREAS, through the Energy Efficiency Community Block Grant (“EECBG”), the United States Department of Energy may fund in-kind services of a Community Energy Fellow (“Fellow”) to help staff and assist the Office of Environment and Sustainability with the implementation of its EECBG project; and

WHEREAS, the City’s EECBG project includes conducting energy audits of the City’s facilities and developing a facility decarbonization plan; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, in order to meet the EECBG application deadline of March 31, 2024, the City may have already applied for the grant before the effective date of this ordinance, but no grant resources will be accepted without approval by Council; and

WHEREAS, the City’s EECBG project and application for an EECBG Fellow is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for and accept in-kind services of an Energy Efficiency Community Block Grant Community Energy Fellow from the United States Department of Energy.

Section 2. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of the grant and Section 1.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 22, 2024

To: Mayor and Members of City Council

202400560

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Office of Human Relations (OHR):
Greater Cincinnati Foundation Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a grant of \$1,000 from the Greater Cincinnati Foundation Harry F. and Mary Ann Fry Fund into City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources for the operation of the Office of Human Relations; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8572.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a grant of \$1,000 from the Greater Cincinnati Foundation Harry F. and Mary Ann Fry Fund into City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources for the operation of the Office of Human Relations. This Emergency Ordinance also authorizes the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8572.

There was no application process for the grant, as the Foundation approached the City to offer the grant. City Council authorization is required to accept and appropriate the grant. The grant does not require local matching resources or new FTEs/full time equivalents.

This Emergency Ordinance is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on page 207-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept grant resources in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachment



EMERGENCY

LES

-2024

AUTHORIZING the City Manager to accept and appropriate a grant of \$1,000 from the Greater Cincinnati Foundation Harry F. and Mary Ann Fry Fund into City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources for the operation of the Office of Human Relations; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8572.

WHEREAS, there is a grant of \$1,000 available from the Greater Cincinnati Foundation Harry F. and Mary Ann Fry Fund to provide resources for the operation of the Office of Human Relations; and

WHEREAS, there was no application process for the grant as the Foundation approached the City to offer the grant, which is similar to other grants provided by the Fry Fund to the City in past years; and

WHEREAS, the grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, acceptance of this ordinance is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 207-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a grant of \$1,000 from the Greater Cincinnati Foundation Harry F. and Mary Ann Fry Fund to provide resources for the operation of the Office of Human Relations.

Section 2. That the Director of Finance is authorized to deposit the grant funds into General Fund revenue account no. 050x8572.

Section 3. That \$1,000 is appropriated from the unappropriated surplus of the General Fund to the City Manager’s Office non-personnel operating budget account no. 050x101x7200.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the grant and Sections 1 through 3.

Section 5. 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 accept grant resources in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 22, 2024

To: Mayor and Members of City Council 202400559
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Townhomes at Wentworth

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easements in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Deer Park, Hamilton County, Ohio in accordance with the plat entitled Plat of Easement E-1080 the Townhomes at Wentworth WSL 3674, E1096, as recorded in Plat Book 487, Page 93, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by Deer Park Development, LLC, an Ohio limited liability company, for water mains and related fixtures, equipment and appurtenances through certain real property in the City of Deer Park, Hamilton County, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works *dy for CBB*

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Deer Park, Hamilton County, Ohio in accordance with the plat entitled Plat of Easement E-1080 the Townhomes at Wentworth WSL 3674, E1096, as recorded in Plat Book 487, Page 93, Hamilton County, Ohio Recorder's Office.

WHEREAS, Deer Park Development, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in the City of Deer Park, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Plat of Easement E-1080 the Townhomes at Wentworth WSL 3674, E1096, as recorded in Plat Book 487, Page 93, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the public utility easement granted by Deer Park Development, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Deer Park, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Plat of Easement E-1080 the Townhomes at Wentworth WSL 3674, E1096, as recorded in Plat Book 487, Page 93, Hamilton County, Ohio Recorder's Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situated in Section 14, Town 4, Entire Range 1, Sycamore Township, City of Deer Park, Hamilton County, Ohio, and being more particularly described as follows:

Being the lot designated as Common Area “D” of the Townhomes at Wentworth Subdivision, as recorded in Plat Book 490, Pages 14-15, Hamilton County, Ohio Records.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder’s Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 22, 2024

To: Mayor and Members of City Council 202400561
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at The Reserve at Deer Run, Phase 5 Subdivision

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Miami Township related to Deer Run, Phase 5 Subdivision, as more particularly depicted and described on an easement plat recorded in Plat Book 494, Page 96, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by DRCC, LLC, an Ohio limited liability company, for water mains and related fixtures, equipment, and appurtenances through certain real property located in Miami Township related to The Reserve at Deer Run, Phase 5 Subdivision, Hamilton County, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works *dy for CBB*

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains, appurtenances, fixtures, and equipment in and upon certain real property located in Miami Township related to The Reserve at Deer Run, Phase 5 Subdivision.

WHEREAS, DRCC, LLC, an Ohio limited liability company, has granted an easement in favor of the City of Cincinnati for water mains, appurtenances, fixtures, and equipment in and upon certain real property located in Miami Township related to The Reserve at Deer Run, Phase 5 Subdivision, as more particularly depicted and described on an easement plat recorded in Plat Book 494, Page 96, Hamilton County, Ohio Recorder's Office; and

WHEREAS, the aforementioned plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer, who has found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the easement granted by DRCC, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances in and upon certain real property located in Miami Township related to The Reserve at Deer Run, Phase 5 Subdivision, as depicted on the plat entitled Waterline Easement Plat WSL# 3628 P5- The Reserve at Deer Run, Phase 5 – E-1114, as more particularly depicted and described on an easement plat recorded in Plat Book 494, Page 96, Hamilton County, Ohio Recorder's Office and incorporated herein by reference, is hereby accepted and confirmed.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: February 22, 2024

To: Mayor and Members of City Council 202400562
From: Sheryl M. M. Long, City Manager
Subject: LEGISLATIVE RESOLUTION – 2025 Urban Forestry Assessment Procedure

Attached is a Legislative Resolution captioned as follows:

DECLARING the necessity of assessing for the control of blight and disease of shade trees within the public rights-of-way, and for planting, care, maintenance, trimming, and removing shade trees in and along the streets of the City of Cincinnati's Urban Forestry Maintenance District for calendar year 2025.

The Board of Park Commissioners at their **January 18, 2024**, meeting recommended an assessment rate of \$0.31 per front foot to continue funding of street tree maintenance and planning services in 2025.

It was determined that this rate of funding is sufficient to continue current service levels and various program activities.

The Administration recommends passage of the attached Legislative Resolution.

cc: Jason Barron, Director, Cincinnati Park Board

Legislative Resolution

KKF

RESOLUTION NO. _____ - 2024

DECLARING the necessity of assessing for the control of blight and disease of shade trees within the public rights-of-way, and for planting, care, maintenance, trimming, and removing shade trees in and along the streets of the City of Cincinnati District for calendar year 2025.

WHEREAS, the City of Cincinnati created an Urban Forestry Maintenance District for the purpose of controlling the blight and disease of shade trees within the public right-of-way, and for the planting, care, and maintenance of shade trees as authorized by Ohio Revised Code Section 727.011, including without limitation the estimated cost of capital improvements, equipment, personnel, and maintenance to support the Urban Forestry Maintenance District; and

WHEREAS, the Board of Park Commissioners operates the Urban Forestry Program by maintaining and creating a healthy and equitably distributed urban tree canopy to foster the mental and physical health benefits that trees provide for all Cincinnati residents through the reduction of neighborhood heat islands, combined sewer overflow events, and poor air quality attributed to the concentration of fine particulate matter which poses the greatest health risks to the residents of Cincinnati; and

WHEREAS, the Board of Park Commissioners, by motion on January 18, 2024, urged the continuation of the Urban Forestry Program in accordance with the plans, estimates, and schedules currently filed with the Clerk of Council; and

WHEREAS, the Board of Park Commissioners recommends levying an assessment of \$0.31 per front foot to fund the Urban Forestry Program, which is the same rate as the prior year, for total revenue of about \$3,400,000 per year to be assessed on the property tax rolls in calendar year 2025 and collected for use in the Urban Forestry Program's Fiscal Year 2026 budget; now, therefore,

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

Section 1. That it is hereby declared necessary and conducive to public health, convenience, safety, and welfare to continue the Urban Forestry Program for the control of blight and disease of shade trees within public rights-of-way, and for planting, care, maintenance, trimming, and removing shade trees in and along the streets of the City of Cincinnati, including

without limitation the estimated cost of capital improvements, equipment, personnel, and maintenance to support the Urban Forestry Maintenance District, which includes all territory within, and coextensive with, the City's boundaries, for calendar year 2025.

Section 2. That the plans and estimates of costs to fund the Urban Forestry Program, now on file with the Clerk of Council, are hereby approved.

Section 3. That the City of Cincinnati shall pay at least two percent of the total cost and expense of the Urban Forestry Program and assume the costs for intersections and uncollectible assessments against state and federally owned property. The assessment shall be by the front foot method, at the rate of \$0.31 per front foot, upon all lots and lands bounding and abutting public rights-of-way in the Urban Forestry Maintenance District.

Section 4. That the assessment shall be paid in cash to the City Treasurer within thirty days after the passage of the assessing ordinance. Assessments not paid in cash within the period shall be certified by the proper City of Cincinnati official to the Hamilton County Auditor for collection and shall be paid in one annual installment, at the same time and in the same manner as real property taxes due and payable in December 2024.

Section 5. That the City of Cincinnati does not intend to issue securities in anticipation of the levy or collection of the assessment.

Section 6. That the City Administration shall prepare, in accordance with the method of assessment set forth in Section 3 hereof, an estimate of the amount of the assessment against each lot or parcel to be assessed, and shall file it in the Office of the Clerk of Council.

Section 7. That notice of the passage of this resolution shall be given pursuant to Sections 727.13 and 727.14 of the Ohio Revised Code.

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 22, 2024

To: Mayor and Members of City Council

202400566

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Property Sale Agreement - 646 Crown Street

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Property Sale Agreement with OE May Square, LLC, pursuant to which the City will sell certain real property located at 646 Crown Street in the Walnut Hills neighborhood of Cincinnati.

STATEMENT

HOUSING: The project facilitates the construction of 39 townhomes/rowhomes ranging from 1,380 – 2,100 SF. The additional housing units from this project will help alleviate Cincinnati’s strained housing market, which is currently experiencing increasing affordability issues due to the lack of supply.

BACKGROUND/CURRENT CONDITIONS

The Department of Community and Economic Development (DCED) and Real Estate Department purchased a vacant parcel located at 646 Crown Street from the Ohio Department of Transportation (ODOT) in the fall of 2023. In accordance with section 5501.45 of the Ohio Revised Code, the property was acquired by the State as highway right of way and was no longer needed for state highway or recreation purposes. The City was able to acquire the property at the request of the Developer through the Financial Assistance Application process since ODOT was not able to do a direct land sale to the Developer. The City determined the fair market value of the parcel was \$8,000. The City will recoup the funding expended on the acquisition by conveying the parcel for the same amount to the Developer.

The sale of the City owned parcel will allow the Developer to complete a \$17,000,000 townhome/rowhome project in the Walnut Hills neighborhood. The project will include the construction of 39 townhomes/rowhomes ranging from 1,380 – 2,100 square feet on the adjacent parcels, 640-664 Crown Street, 2514-2527 Dix Street, and 2511-2519 May Street. The City has waived competitive bidding due to the limited utility of the property to other users, sale price of fair market value and the developer’s proposed housing development.

DEVELOPER INFORMATION

OE May Square, LLC, an affiliate of Onyx and East, LLC, is a development company based out of Indianapolis, IN. In their home market, they have developed, constructed, and sold multiple major subdivision projects of similar scale and appearance to the proposed development. The May square housing development project represents the second Onyx and East project in Cincinnati, where as they are currently completing the Everly on Woodburn Avenue and DeSales Lane in the Evanston neighborhood.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

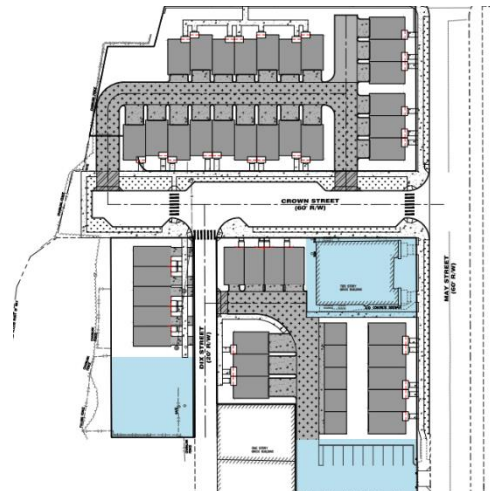
Copy: Markiea L. Carter, Director, Department of Community & Economic Development

Project Outline

Project Name	May Square
Street Address	City Owned Parcel: 646 Crown Street Project Area: 640-664 Crown Street, 2514-2527 Dix Street, and 2511-2519 May Street
Neighborhood	Walnut Hills
Property Condition	Vacant Land
Project Type	New Construction
Project Cost	Hard Construction Costs: \$12,000,000 Acquisition Costs: \$4,458,000 Soft Costs: \$542,000 Total Project Cost: \$17,000,000
Private Investment	Private Financing & Developer Equity: \$17,000,000
Sq. Footage by Use	Residential: 78,219 SF
Number of Units	39 Townhomes
Median 1-BD Rent Affordable To	N/A
Jobs and Payroll	Created FTE Positions: 2 Total Payroll for Created FTE Positions: \$150,000 Average Salary for Created FTE Positions: \$75,000 Construction FTE Positions: 80 Total Payroll for Construction FTE Positions: \$4,000,000
Location and Transit	Located near the Walnut Hills Business District Transit Score: 54
Community Engagement	Presented at Community Council (CC) throughout 2022-2023 Project is below the \$50,000 threshold for a Community Engagement Meeting.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

*Note that the above are provided for informational purposes only and are not required by the property sale agreement.

Project Image and Site Map



Proposed Incentive

Property Transaction Types	Property Sale – Noncompetitive
Fair Market Value	\$8,000
Purchase Price	\$8,000
“But For”	Developer has ownership of the adjacent parcels. Property sale is set at fair market value based on the City’s appraisal.
SBE/MBE/WBE Goals	N/A
Planning Commission Approval	Land sale approved on 2/16/2024
Other Incentives & Approvals	Zone Change approved on February 17, 2023 by CPC, March 14, 2023 by City Council Major Subdivision approved on July 21, 2023 by CPC

EMERGENCY

CHM

- 2024

AUTHORIZING the City Manager to execute a Property Sale Agreement with OE May Square, LLC, pursuant to which the City will sell certain real property located at 646 Crown Street in the Walnut Hills neighborhood of Cincinnati.

WHEREAS, the City owns certain real property located at 646 Crown Street in the Walnut Hills neighborhood of Cincinnati (Hamilton County, Ohio Auditor’s Parcel No. 091-0004-0182), as more particularly described in the Property Sale Agreement attached to this ordinance as Attachment A and incorporated herein by reference (“Property”), which Property the City acquired from the State of Ohio, Department of Transportation and is under the management of the City’s Department of Community and Economic Development (“DCED”); and

WHEREAS, OE May Square, LLC, a Delaware limited liability company (“Petitioner”), is under contract to purchase vacant land located adjacent to the Property with the intent to subdivide said property to create building sites for the development of approximately 39 single-family homes (“Project”); and

WHEREAS, the Petitioner has requested the City to sell the Property to facilitate the Project; and

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

WHEREAS, the City Manager, in consultation with DCED, has determined that the Property is not needed for any municipal purpose; and

WHEREAS, the City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Property is approximately \$8,000, which the Petitioner has agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, 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 eliminating competitive bidding in connection with the City’s sale of the Property is appropriate because the City desires to sell it to the Petitioner to facilitate and enhance the Project; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political

subdivisions to acquire, construct, enlarge, improve, or equip, and to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing; and

WHEREAS, in furtherance of the foregoing public purposes, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents because the Project will bring the Property to productive use, create additional housing and employment opportunities, stimulating economic growth in the Walnut Hills neighborhood for the economic benefit of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property at its regularly scheduled meeting on February 16, 2024; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Property Sale Agreement (“Agreement”) with OE May Square, LLC, a Delaware limited liability company (“Petitioner”) in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati (“City”) will sell to the Petitioner an approximately 1,516 square-foot tract of real property in the Walnut Hills neighborhood, as more particularly depicted and described in the Agreement (“Property”).

Section 2. That the Property is not needed for a municipal purpose.

Section 3. That the City’s Real Estate Services Division has determined, by a professional appraisal, the fair market value of the Property is approximately \$8,000, which the 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 the City desires to sell it to the Petitioner to facilitate and enhance the development of approximately 39 single-family homes.

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 the excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is hereby authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into capital improvement program project account no. 980x162xYY1641, "DCED Property Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreement, including, without limitation, executing any and all ancillary agreements, deeds, plats, or other documents described in or contemplated by the Agreement to facilitate the sale of the Property to the Petitioner.

Section 8. 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 allow the shovel-ready project to move forward so that the

City may receive the economic and non-economic benefits from the sale and redevelopment of the Property at the earliest possible time.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

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 **OE MAY SQUARE, LLC**, a Delaware limited liability company, with a tax mailing address of 460 Virginia Avenue, Indianapolis, IN 46203 (“**Developer**”).

Recitals:

A. The State of Ohio, through its Department of Transportation (“**ODOT**”), formerly owned vacant land located at 646 Crown Street in the Walnut Hills neighborhood of Cincinnati (Auditor’s Parcel 091-0004-0182), together with all the rights and appurtenances pertaining thereto, which property is more particularly described on Exhibit A (*Legal Description*) (the “**ODOT Property**”).

B. Developer is under contract to purchase vacant land located adjacent to the ODOT Property in accordance with that certain Agreement of Purchase and Sale dated May 24, 2022, by and between Investing For Good, LLC, an Ohio limited liability company, and Developer, as amended, with the intent to subdivide said property to create building sites for the development of approximately 39 single-family homes (the “**Project**”). Developer desires to purchase the ODOT Property for inclusion in the Project.

C. The City’s Real Estate Services Division has determined, by a professional appraisal, that the estimated fair market value of the ODOT Property is \$8,000, and ODOT was agreeable to sell the ODOT Property to the City for said value.

D. Following ODOT’s sale of the ODOT Property to the City, the City is agreeable to sell the ODOT Property to Developer at the estimated fair market value of the ODOT Property, namely, \$8,000, which value Developer has agreed to pay.

E. The City has determined that the ODOT Property is not needed for municipal purposes.

F. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City’s sale of the ODOT Property because Developer will own all adjacent property and the City desires to sell it to Developer for inclusion in the Project, which will further the public purpose by creating additional housing, for the benefit of the City.

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

H. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.

I. The City believes that the sale of the ODOT Property to Developer is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

J. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the ODOT Property at its meeting on February 16, 2024.

K. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [____]-2024, passed on [____], 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, following the City's acquisition of the ODOT Property from ODOT, the City hereby agrees to sell the ODOT Property to Developer, and Developer hereby agrees to purchase the ODOT Property from the City for \$8,000 (the "**Purchase Price**").

2. **Condition of the ODOT Property.** Developer acknowledges that it is familiar with the condition of the ODOT Property, and, at Closing (as defined below), the City shall convey the ODOT Property to Developer in "as is," "where is" condition with all faults and defects, known or unknown. The City makes no representations or warranties to Developer concerning the condition of the ODOT Property, and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the ODOT Property. Developer assumes all environmental liability and responsibility concerning the ODOT Property. Developer agrees to defend, indemnify, and hold the City, its employees, officers, and officials harmless from and against any and all claims, causes of action, losses, costs, judgments, penalties, orders, fines, expenses (including, but not limited to, attorneys' fees), demands, liability, and damages related to or arising from the discovery, presence, disposal, release, or cleanup of contaminants, hazardous materials, wastes or other pollutants affecting the ODOT Property, or the soil, water, or vegetation located thereon, whether known or unknown, as well as personal injury or property damage related to such contaminants, hazardous materials, wastes, or other pollutants.

3. **Closing.**

(A) **Conditions.** The closing on the City's sale of the ODOT Property to Developer (the "**Closing**") shall not occur unless and until the following conditions have been satisfied or waived (the "**Conditions**"); *provided, however*, that if the City, at its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, then the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Developer or handle such Conditions post-Closing. Developer shall perform all work and investigations and obtain and prepare all necessary documents to satisfy the Conditions at no cost to the City. Notwithstanding anything in this Agreement to the contrary, the City shall have the right to terminate this Agreement, by giving written notice to Developer at any time prior to Closing, if the City is unable to acquire the ODOT Property from the State of Ohio, whereupon neither party shall have any rights or obligations under this Agreement.

- (i) **Title & Survey:** Developer's approval of title to the ODOT Property and, if obtained by Developer, an ALTA property survey of the ODOT Property;
- (ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Developer's approval of inspections of the ODOT Property, including, without limitation, environmental assessments and soil assessments, all matters concerning utility service for the ODOT Property, and all zoning and building code requirements that apply to the ODOT Property;
- (iii) **Plats and Legal Descriptions:** Developer shall have provided the City with all plats and legal descriptions as required by the Hamilton County Auditor, Engineer, and Recorder in connection with the transfer and recording of the City's *Quitclaim Deed* in substantially the form attached as Exhibit B – (Form of Quitclaim Deed); and
- (iv) **ODOT Property Closing Fees.** Developer shall reimburse the City at Closing for any and all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary

closing costs associated with the City closing on the acquisition of the ODOT Property from the State of Ohio.

(B) Right to Terminate. If either party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, 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 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 **12 months** of 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) the City shall confirm that Developer has paid the Purchase Price and any and all recording fees, transfer tax, and any and all other customary closing costs associated with the City's acquisition of the ODOT Property from the State of Ohio in full (as provided in Section 3(A)(iv)), and (ii) the City shall convey all its right, title, and interest in and to the ODOT Property to Developer by *Quitclaim Deed* in the form of Exhibit B. Developer 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, Developer shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents necessary for the Closing in such forms as approved by the City and Developer. The City shall not, however, be required to execute a title affidavit at Closing or other similar documents pertaining to title; Developer acknowledges that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Developer 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.

5. 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 Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer 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. Any notice by the City to Developer shall include a simultaneous copy of such notice by U.S. certified mail to: Dinsmore & Shohl LLP, One Indiana Square, Suite 1800, Indianapolis, IN 46204, Attention: Samantha R. Hargitt.

6. Representations, Warranties, and Covenants of Developer

(A) Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement, which are true and correct as of the Effective Date and which shall be true and correct at the Closing:

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

(ii) Developer has full power and authority to execute and deliver this Agreement and carry out the transactions provided herein. Developer has duly taken all proper actions to authorize,

execute, and deliver this Agreement. Developer has taken all actions necessary to constitute valid and binding obligations of Developer upon execution and delivery of this Agreement by Developer.

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

(iv) No actions, suits, proceedings, or governmental investigations are pending, or to the actual knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.

(v) Developer 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 Developer that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the ODOT Property.

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

(vii) Neither Developer nor its affiliates owe the City any outstanding fines, penalties, judgments, water or other utility charges, or other amounts.

7. General Provisions.

(A) Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between the parties concerning 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 Developer agrees that venue in such court is proper. Developer 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. Developer 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. Developer represents to the City that Developer has not dealt with any real estate brokers and agents in connection with its purchase of the ODOT 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 Developer shall take appropriate steps to assure compliance.

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

(L) Counterparts; E-Signature. The parties hereto agree that this Agreement may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Agreement in two or more counterparts, and each executed counterpart shall be considered an original.

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

Exhibit A – *Legal Description*

Exhibit B – *Form of Quitclaim Deed*

[Remainder of Page Intentionally Blank; 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**”).

ONYX AND EAST PROPERTIES, LLC,
an Indiana limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2024

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2024

Recommended by:

Markiea L. Carter, Director
Department of Community and Economic Development

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement
Legal Description

Auditor's Parcel No.: 091-0004-0182

Property Address: 646 Crown Street, Cincinnati, OH 45206

Situate in Section 8, Town 3, Fractional Range 2, Millcreek Township, Hamilton County, Ohio and a being part of Lots 10, 11 and 12 of Arndt Kattenhorn's Subdivision as recorded in Plat Book 3, Page 313, Hamilton County Records and being more particularly described as follows: Beginning at the intersection of the Westerly line of said Lot 12 and the Northerly Line of Crown Street (a 60 foot street); Thence North 17°23'47" East, a distance of 32.38 feet; Thence South 83°57'56" East, a distance of 43.62 feet; Thence South 6°02'04" West, a distance of 18.58 feet; Thence Southeastwardly along a curve, tangent to the last described course, deflecting to the left with a radius of 15 feet for a distance of 16.08 feet (the chord of said curve bears South 24°40' East for 15.32 feet) to the Northerly line of Crown Street; Thence North 83°57'56" West, along the Northerly line of Crown Street, a distance of 57.82 feet to the Westerly line of said Lot 12 and the Place of Beginning and containing 1,516 square feet, more or less.

{00385414-6}

EXHIBIT B
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **OE MAY SQUARE, LLC**, a Delaware limited liability company, with a tax mailing address of 460 Virginia Avenue, Indianapolis, IN, 46203 ("**Grantee**"), all of the City's right, title, and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

Property Address: 646 Crown Street, Cincinnati, OH 45206
Auditor's Parcel ID No.: 091-0004-0182
Prior instrument references: Official Record 15083 Page 243, Hamilton County, Ohio Records

This conveyance shall not create an additional building site. Grantee shall not hereafter convey the Property separately from Grantee's adjoining property, nor any structure erected thereon without the prior approval of the Cincinnati City Planning Commission.

The following exhibits are attached hereto and made a part hereof:
Exhibit A – Legal Description

This conveyance was authorized by Ordinance No. [____]-2024, passed by Cincinnati City Council on [____], 2024.

Executed on the date of acknowledgement.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024. by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

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
Legal Description

Auditor's Parcel No.: 091-0004-0182
Property Address: 646 Crown Street, Cincinnati, OH 45206

Situate in Section 8, Town 3, Fractional Range 2, Millcreek Township, Hamilton County, Ohio and a being part of Lots 10, 11 and 12 of Arndt Kattenhorn's Subdivision as recorded in Plat Book 3, Page 313, Hamilton County Records and being more particularly described as follows: Beginning at the intersection of the Westerly line of said Lot 12 and the Northerly Line of Crown Street (a 60 foot street); Thence North 17°23'47" East, a distance of 32.38 feet; Thence South 83°57'56" East, a distance of 43.62 feet; Thence South 6°02'04" West, a distance of 18.58 feet; Thence Southeastwardly along a curve, tangent to the last described course, deflecting to the left with a radius of 15 feet for a distance of 16.08 feet (the chord of said curve bears South 24°40' East for 15.32 feet) to the Northerly line of Crown Street; Thence North 83°57'56" West, along the Northerly line of Crown Street, a distance of 57.82 feet to the Westerly line of said Lot 12 and the Place of Beginning and containing 1,516 square feet, more or less.

{00385414-6}



Jeff Cramerding
Councilmember

MOTION

WE MOVE that the Administration draft a report addressing the potential advantages or disadvantages, feasibility, and benefits to transparency of the following guardrails for the CSR Trust and the implementation of the Cincy on Track Plan:

- 1) Identifying a targeted “hard floor” for the Capital Improvement Program with the goal of increasing annually with inflation to help ensure that increases from the railway trust will contribute to direct increases in the Capital Improvement Program.
- 2) An annual estimate of the city’s amount of deferred maintenance which could serve as a benchmark against which progress in addressing the backlog of maintenance requirements can be measured. Such an estimate should be updated during the fiscal year.
- 3) Create and update lists of the top ten deferred maintenance projects, one by neighborhood and one by department, that provide the status of each project including any changes in cost, schedule, and estimated projected project date (understanding that future councils would need to appropriate funds to specific projects to achieve their completion).
- 4) An official report that contains a majority of, if not all of the above data points that would be presented by the city manager to the mayor and the council with the annual budget process.

BACKGROUND

As we stated during the successful campaign, the sale of the Cincinnati Southern Railway offers a critical opportunity to address the city’s critical failing infrastructure and to provide the foundation for a better Cincinnati. This motion builds upon the administration’s Cincy on Track report and has the potential of helping to provide additional clarity, transparency, and assurances that our goals are to have the railway trust be used successfully to maintain existing infrastructure which can lead to measurable increases in the capital budget.


Councilmember Jeff Cramerding


Councilmember Meeka Owens