



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, January 13, 2021

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR CRANLEY

MR. MANN

1. [202100128](#) **MOTION**, submitted by Mayor John Cranley and Councilmember Mann, **WE MOVE** that the Budget and Finance Committee return to weekly meetings every Monday at 1:00 p.m.

Recommendation MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

Sponsors: Mann and Mayor

MS. KEARNEY

MR. YOUNG

MR. SMITHERMAN

2. [202100121](#) **RESOLUTION**, submitted by Councilmember Kearney, Young and Vice Mayor Smitherman from Andrew W. Garth, Interim City Solicitor, **RECOGNIZING** January 18, 2021, as Reverend Dr. Martin Luther King, Jr. Day in the City of Cincinnati, and asking all residents to reflect upon the significance of this extraordinary man's life, and how we may collectively continue to honor his legacy.

Recommendation PASS

Sponsors: Kearney, Smitherman and Young

MR. SEELBACH

3. [202100135](#) **MOTION**, submitted by Councilmember Seelbach, **WE MOVE** that the City Administration take all necessary steps to amend the CPD Procedures based on the attached document - top ensure that CPD's warrant-execution procedures will keep our communities and officers safe, protect more lives, and limit no-knock raids. **WE FURTHER MOVE** that the Administration should review this policy in consultation with the Manager's Advisory Group. If the Administration seeks any changes/exceptions to the attached policy, the Administration should explain the basis for such changes/exceptions, secure

input from the Manager's Advisory Group, and then seek approval of such changes/exceptions by the Council, prior to further amending the procedure and implementing a policy.

Recommendation LAW AND PUBLIC SAFETY COMMITTEE

Sponsors: Seelbach

MR. SMITHERMAN

4. [202100060](#) **MOTION**, submitted by Vice Mayor Smitherman, **WE MOVE** that the city administration release to the public the additional 2000 plus text messages associated with the "Gang of 5," excluding any text messages related to personal matters. (STATEMENT ATTACHED)

Recommendation LAW AND PUBLIC SAFETY COMMITTEE

Sponsors: Smitherman

MS. SUNDERMANN

5. [202100090](#) **MOTION**, submitted by Councilmember Sundermann, **WE MOVE** that the Administration modernize the Lobbyist Registration process by developing a simple webpage on the City's website that will allow registrants to file and pay their registration fees through a web portal. (STATEMENT ATTACHED)

Recommendation MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

Sponsors: Sundermann

6. [202100093](#) **MOTION**, submitted by Councilmember Sundermann, **I MOVE** that Councilmember Jan-Michele Kearney be appointed the Vice Chair of the Education, Innovation, & Growth Committee.

Recommendation MAJOR PROJECTS AND SMART GOVERNMENT COMMITTEE

Sponsors: Sundermann

CITY MANAGER

7. [202100021](#) **REPORT**, dated 1/13/2021, submitted by Paula Boggs Muething, City Manager, regarding Marijuana-Only Warnings/Citations/Arrests Monthly Report, December 2020.

Recommendation LAW AND PUBLIC SAFETY COMMITTEE

Sponsors: City Manager

8. [202100077](#) **RESOLUTION (LEGISLATIVE)** submitted by Paula Boggs Muething, City Manager, on 1/13/2021, **DECLARING** the necessity of assessing for the control of blight and disease of shade trees along the streets and the public right-of-way, and for planting, care, maintenance, trimming, and removing of shade trees in and along the streets within the City of Cincinnati's Urban Forestry Maintenance District for the year 2022.

Recommendation
BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

9. [202100095](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/13/2021, **DESIGNATING** the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.
- Recommendation** ECONOMIC GROWTH AND ZONING COMMITTEE
- Sponsors:** City Manager
10. [202100096](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/13/2021, **ACCEPTING AND CONFIRMING** the dedication to public use for right of way purposes the street known as Sanctuary Place and a portion of the street known as Renslar Avenue located in California neighborhood of Cincinnati, in accordance with the plat entitled “*The Sanctuary at River Green Right of Way Dedication Plat.*”
- Recommendation** BUDGET AND FINANCE COMMITTEE
- Sponsors:** City Manager
11. [202100097](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 1/13/2021, **AUTHORIZING** the City Manager to execute a *Grant of Easement* in favor of RGW Development, LLC pursuant to which the City of Cincinnati will grant driveway encroachment easement to construct and maintain paved driveways upon portions of the Columbus Avenue public right-of-way in the Hyde Park neighborhood of Cincinnati.
- Recommendation** BUDGET AND FINANCE COMMITTEE
- Sponsors:** City Manager
12. [202100098](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 1/13/2021, **AUTHORIZING** the City Manager to execute a *Grant of Encroachment Easement* in favor of the Port of Greater Cincinnati Development Authority and NAP 8 & Main LLC pursuant to which the City of Cincinnati will grant an aerial encroachment for a projecting canopy located in 721 Main Street that encroaches upon a portion of the Main Street public right-of-way in the Central Business District of Cincinnati.
- Recommendation** BUDGET AND FINANCE COMMITTEE
- Sponsors:** City Manager

CLERK OF COUNCIL

13. [202100094](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Meghan Elizabeth Cummings, Greater Cincinnati Foundation, Executive Director, 720 E. Pete Rose Way, Suite 120, Cincinnati, Ohio 45202.
- Recommendation** FILE
- Sponsors:** Clerk of Council
14. [202100104](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Holly Bowen Nagel Hankinson, Greater Cincinnati Foundation, Advocacy Director, 720 E. Pete Rose Way, Suite 120, Cincinnati, Ohio 45202. (WOMEN'S FUND OF THE GREATER CINCINNATI FOUNDATION)
- Recommendation** FILE
- Sponsors:** Clerk of Council

15. [202100110](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Paula Boggs Muething/City Manager.
Recommendation FILE
Sponsors: Clerk of Council
16. [202100113](#) **COMMUNICATION**, submitted by the Clerk of Council from Councilmember Young and Kearney, calling a special session of Council at 11:00 a.m. on Friday, January 8, 2021 to discuss and vote upon a resolution condemning the violence around our nation's Capitol on January 6, 2021.
Recommendation FILE
Sponsors: Clerk of Council
17. [202100120](#) **COMMUNICATION**, submitted by the Clerk of Council regarding the Notice of the Special Session of Council on January 8, 2021.
Recommendation FILE
Sponsors: Clerk of Council

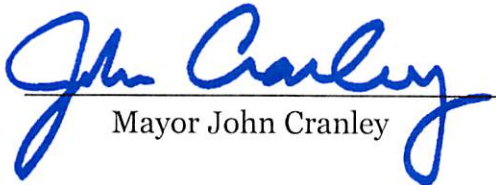


Office of Mayor John Cranley

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Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

MOTION

WE MOVE that the Budget and Finance Committee return to weekly meetings every Monday at 1:00 p.m.



Mayor John Cranley



Councilman David Mann

Date: January 11, 2021

To: Councilmember Jan-Michele Lemon Kearney, Councilmember Wendell Young,
and Vice Mayor Christopher Smitherman

From: Andrew Garth, Interim City Solicitor 

Subject: **Resolution – Recognizing Reverend Dr. Martin Luther King, Jr. Day**

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING January 18, 2021, as Reverend Dr. Martin Luther King, Jr. Day in the City of Cincinnati, and asking all residents to reflect upon the significance of this extraordinary man's life, and how we may collectively continue to honor his legacy.

AWG/CFG/(lnk)
Attachment
329817

RESOLUTION NO. _____ - 2021

RECOGNIZING January 18, 2021, as Reverend Dr. Martin Luther King, Jr. Day in the City of Cincinnati, and asking all residents to reflect upon the significance of this extraordinary man’s life, and how we may collectively continue to honor his legacy.

WHEREAS, the late Reverend Dr. Martin Luther King, Jr. was a leader of great courage and skill, who became known as a leader of the American civil rights movement to enfranchise Black, Indigenous and People of Color (BIPOC) citizens, and whose legacy encompasses influential decisions, monumental actions and steadfast progressions of humanitarian rights reaching far beyond the civil rights movement; and

WHEREAS, as noted by the National Civil Rights Museum, “a leader of all people, Dr. King never chose fear, but always chose courage and determination when fighting for civil rights in the face of oppression, ignorance and violence. He refused to allow prison, violence or the threat of death to sway his end mission”; instead, Dr. King stood beside his goal of achieving rights for all through nonviolent protests; and

WHEREAS, Dr. King championed a vision for a more diverse America where all people enjoy the benefits of equality, taking the high road during a time when the opposition implemented legislation withholding rights from BIPOC citizens, and expressed hatred through beatings and killings; and

WHEREAS, Dr. King, a member of the Alpha Phi Alpha fraternity, keenly understood the impact of unifying people to fight for a common goal, knowing that attaining significant progress separately would be challenging; and

WHEREAS, he and other civil rights activists collectively influenced nationwide change, with Dr. King’s leadership contributing to the overall success of the civil rights movement in the mid-20th century and which continues to impact civil rights movements today; and

WHEREAS, the City of Cincinnati was honored by Dr. King’s presence when he visited in May and October of 1964, as well as in June and September of 1967; and

WHEREAS, Dr. King’s life was tragically cut short by an assassin’s bullet on April 4, 1968 in Memphis, Tennessee while he was championing the cause of labor in the Sanitation Workers’ Strike; and

WHEREAS, due to the efforts of many dedicated community leaders and activists who sought national recognition for Dr. King, the third Monday in January is nationally recognized across the United States as a day to remember Dr. King, his legacy, and the causes for which he so gallantly fought and died; and

WHEREAS, while Dr. King generated momentous strides for equality, the push for civil rights remains a preeminent challenge today, and work must continue to eliminate poverty, fight for equal pay regardless of gender or race, resist education inequality, and seek equal justice in the eyes of the law for all; and

WHEREAS, the MLK Coalition of Cincinnati is set to host its 46th Annual Commemorative March and Motorcade in honor of Martin Luther King Jr. Day in Cincinnati on January 18, 2021; and

WHEREAS, Cincinnati City Council would like to extend its gratitude to the MLK Coalition for continuing to work to build a better world and to bring about Dr. King's vision of our Beloved Community; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize January 18, 2021 as Reverend Dr. Martin Luther King, Jr. Day in the City of Cincinnati, and ask all residents to reflect upon the significance of this extraordinary man's life and how we may collectively continue to honor his great legacy.

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

Passed: _____, 2021

Mayor

Attest: _____
Clerk

Submitted by Councilmember Jan-Michele Lemon Kearney, Councilmember Wendell Young, and Vice Mayor Christopher Smitherman

MOTION

January 6, 2021

We MOVE that the City Administration take all necessary steps to amend the CPD Procedures based on the attached document—to ensure that CPD’s warrant-execution procedures will keep our communities and officers safe, protect more lives, and limit no-knock raids.

We FURTHER MOVE that the Administration should review this policy in consultation with the Manager’s Advisory Group. If the Administration seeks any changes/exceptions to the attached policy, the Administration should explain the basis for such changes/exceptions, secure input from the Manager’s Advisory Group, and then seek approval of such changes/exceptions by the Council, prior to further amending the procedure and implementing a policy.



ATTACHEMENT: PROPOSED PROCEDURE EDITS

In Section 12.700 (B)(2), add requirements for affidavits seeking a search warrant.

- e. List the nature, sex, and estimated age of any occupants reasonably expected to be at the property to be searched. Among occupants listed, identify if each person is presently under investigation for alleged criminal activity or if the person is not presently under investigation for alleged criminal activity.**
 - f. State the officer's intended action if the person(s) for whom the search warrant is being issued, or any occupant of the property, does not respond to the door after a reasonable amount of time, which is longer than 60 second (e.g. proceed with a forcible entry or return to execute the warrant at a different time). The intent to utilize a forcible entry must be justified through the criteria of verifiable exigent circumstances, as defined in 12.700(D)(4).**
-

In Section 12.700 (B)(5), edit as follows.

5. Requesting a "No Knock" search warrant.

- a. Members of CPD may not seek, execute, or participate in a no-knock warrant for any location within the boundaries of City of Cincinnati, except in circumstances involving an active-shooter, hostage situation, kidnapping, murder, or terrorism. This prohibition applies to members of CPD taking part in no-knock warrant operations run by task forces and multi-agency units.**
- a. b. When seeking a no-knock warrant, the affiant officer must add the following four points in addition to the probable cause listed in Section B.2.d. above.**
 - 1) The affiant officer must show explain: how the circumstance involve an active-shooter, hostage situation, kidnapping, murder, or terrorism; the specific reasons why the police need a "No Knock" waiver (e.g., violent history of suspect); and why police officers are unable to detain the suspect or search the premises without knocking or announcing their presence and using other less invasive methods.**
 - 2) The affiant officer must give the names and descriptions of armed suspects he believes may try to harm officers during the search. The officer must provide evidence and/or surveillance gathered 24 hours, or less, before executing to verify the armed suspect is present at the residence to be searched.**
 - 3) The affiant officer must give a statement showing a connection between the address in question and the criminal activity (e.g., the building owner states Jane Doe is the resident on record for apt. #5 at 1234 Smith St. and Jane Doe is the wife of suspect John Doe).**
 - 4) The affiant officer must add the following waiver just above the area where the judge signs the warrant: "Furthermore, for good cause shown, I waive the statutory precondition for nonconsensual entry."**

- b. c.** After review by a command officer (captain or above), contact the City Prosecutor. The City Prosecutor will contact a judge and arrange for a court reporter to record the proceedings.
- 1) If other than normal business hours, contact the City Prosecutor through ECC.
- e. d.** All "No Knock" search warrants are high risk search warrants requiring the use of SWAT.
-

In Section 12.700 (D), on "Gaining Entry," make the following changes.

1. A supervisor will be on the search warrant scene during the service of all search warrants.
 2. Secure the perimeter of the premises before entry. Have all doors and windows under observation.
 3. Officers will physically knock on an entry door to the premises in a manner and duration that can be heard by the occupants, clearly notify persons inside the search site of their presence as law enforcement having a search warrant, and request admission.
Example: "Police officers, search warrant, open the door."
 4. Use force to enter the premises only after waiting if: 1) the officer(s) have knocked and announced themselves for a reasonable amount of time for an occupant to open the door, or 2) there are verifiable exigent circumstances.
 - a. A "reasonable amount of time" is that time necessary for an occupant to reach the door from the furthest part of the premises. This must be at least 60 seconds.
 - b. "Verifiable exigent circumstances" is defined as an event occurring in real-time that can create serious bodily harm or death to an officer or an occupant of the property. A verifiable exigent circumstance may be perceived through video footage, documentation, or witness statements. Examples of verifiable exigent circumstances could include: hearing a round being chambered in a gun, seeing through a window an occupant or hostage held by a firearm, etc. If, while waiting for the door to open, there is some sign the occupant is fleeing, fortifying their position, destroying evidence or contraband, or taking action that would jeopardize the safety of the officers, force open the door immediately.
 - c. Upon entry, have one officer continue to announce the identity and purpose of the entering officers.
 - d. To the extent possible, CPD officers taking part in forcible entry shall be clearly recognizable and identifiable as police officers in uniform. Officers shall wear visible badges containing names and identification numbers.
 - 1) Officers not in uniform will display proper identification (e.g., badge, ID, etc.) when serving the search warrant.
 - 2) A uniformed officer of the local law enforcement agency will be present during the search.
 5. The supervisor in charge will complete an after action report when warrant service required forced entry.
-

In Section 12.700 (E), add as the following and renumber subsections. Alternatively or additionally, amend in 12.540 to reflect the following.

1. **All CPD officers present in the execution of a warrant shall be equipped with an operating body worn camera (BWC). No later than five minutes prior to all warrant executions, each officer on the premises must activate their BWC and may not deactivate the equipment any sooner than fifteen minutes following the completion of the execution of the warrant.**
 - a. **All recorded data must be retained for at least seven years following an executing action and must be accessible for review by the Citizen's Complaint Authority, City of Cincinnati, and City Council members.**
 - b. **The recorded data shall be stored in a separate electronic file category designated for this purpose.**
-

Add the following information as Section 12.700(G), or into the "Policy" portion of Section 12.700, or as appropriate in Section 12.700.

G. Accountability and Public Interest

1. **Any officer who violates Section 12.700 will be subject to discipline (up to and including termination), possible criminal prosecution, and/or civil liability.**
2. **Any officer who is suspected of obtaining or executing a warrant/search by means of deceit, deception, fraud, maliciousness, or gross negligence, shall be investigated by a supervising officer and shall be subject to discipline (up to and including termination), possible criminal prosecution, and/or civil liability. The matter shall not be investigated by any officer who participated in obtaining or executing the underlying warrant/search (unless there is no such officer). An officer at the rank of lieutenant or higher will review the investigation and ensure that appropriate disciplinary or corrective action is taken. Such instances shall also be communicated to the Citizen's Complaint Authority.**
3. **If an affiant officer knowingly gives untruthful information in an affidavit under this section, that matter shall be referred to the appropriate prosecutor's office.**



2021 00060

Christopher E. C. Smitherman
Cincinnati Vice Mayor

January 6, 2021

MOTION

WE MOVE that the city administration release to the public the additional 2000 plus text messages associated with the “Gang of 5,” excluding any text messages related to personal matters.

Vice Mayor Christopher Smitherman

_____	_____
_____	_____
_____	_____
_____	_____

Statement: The taxpayers of Cincinnati have paid \$176,000 in legal expenses related to the “Gang of 5” text messages. These text messages have been the subject of numerous open records requests by a majority of our local media outlets. By being transparent, we can begin to restore the public trust in this institution. The additional 2000 plus text messages belong in the public domain for the citizens to review.



2021 030910

Betsy Sundermann
Cincinnati City Councilmember

MOTION

January 7, 2021

WE MOVE that the Administration modernize the Lobbyist Registration process by developing a simple webpage on the City's website that will allow registrants to file and pay their registration fees through a web portal.



Betsy Sundermann

STATEMENT

Currently, under Cincinnati Municipal Code Section 112 – Council Lobbying, Legislative Agents are required to register with the City's Clerk of Council within ten days of engagement on behalf of a client who has business before the City. The current process requires the Agent to print a PDF version of a form for initial and/or updated registration and then mail the document with a check to the Clerk of Council.

If an online portal is developed for registration and payment, the simpler process can lead to greater compliance. Additionally, by collecting this data digitally, it can be made available and searchable to the general public. An electronic registration will save City staff time by eliminating the tracking of forms and checks, while also allowing the Clerk of Council to automatically notify registrants on anniversary dates when an updated registration is needed.

A new online registration process will modernize the City of Cincinnati's Lobbyist Registration by creating a system, though much simpler, much like that of the State of Ohio's Joint Legislative Ethics Committee website and process.

CALENDER

DLM

[Handwritten signature]



2021 00093

Betsy Sundermann
Cincinnati City Councilmember

MOTION

January 8, 2021

I MOVE that Councilmember Jan-Michele Kearney be appointed the Vice Chair of the Education, Innovation, & Growth Committee.



Betsy Sundermann

January 13, 2021

To: Mayor and Members of City Council **202100021**
From: Paula Boggs Muething, City Manager
Subject: Marijuana-Only Warnings/Citations/Arrests Monthly Report, December 2020

REFERENCE DOCUMENT #201901197

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

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

Response

Attached is a report which breaks down the number of 910-23 warning violations issued by Cincinnati Police Officers during the month of December 2020. A total of 58 warnings were issued within the five districts and Central Business Section respectively. The race and age range of those receiving warnings is also broken down.

Attachment- 910-23 Monthly Warnings

CC: Colonel Eliot K. Isaac, Police Chief

December 2020, CMC 910-23; Marijuana Ordinance Violations

	<u>AGE BREAKDOWN</u>					<u>RACE BREAKDOWN</u>			
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>		<u>B</u>	<u>W</u>	<u>O</u>	
<u>District</u>	<u>18-25</u>	<u>26-35</u>	<u>36-45</u>	<u>46+</u>	<u>Totals per District:</u>	<u>Black</u>	<u>White</u>	<u>Other</u>	<u>Totals by Race:</u>
CBS					0				0
Dst. 1	3	4	1		8	7	1		8
Dst. 2	2				2	2			2
Dst. 3	4	4	2		10	9	1		10
Dst. 4	9	10	5	2	26	24	2		26
Dst. 5	5	5	2		12	11	1		12
All	23	23	10	2	58	53	5	0	58

January 13, 2021

TO: Mayor and Members of City Council

202100077

FROM: Paula Boggs Muething, City Manager

SUBJECT: **Resolution—2022 Urban Forestry Special Assessment**

Attached is a legislative resolution captioned:

DECLARING the necessity of assessing for the control of blight and disease of shade trees along the streets and the public right-of-way, and for planting, care, maintenance, trimming, and removing of shade trees in and along the streets within the City of Cincinnati's Urban Forestry Maintenance District for the year 2022.

The Board of Park Commissioners at their **December 17, 2020**, meeting recommended an assessment rate of \$0.21 per front foot to continue funding of street tree maintenance and planting services in 2022.

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

The Administration recommends the adoption of this resolution.

Attachment I – Assessment Resolution

Attachment 2 – Work Plan Narrative and Budget

cc: Kara Kish, Director of Parks
Robin O. Hunt, Supervisor of Urban Forestry
Andrew Garth, Interim City Solicitor

Legislative Resolution

KKF *AWB*

RESOLUTION NO. _____ - 2021

DECLARING the necessity of assessing for the control of blight and disease of shade trees along the streets and the public right-of-way, and for planting, care, maintenance, trimming, and removing of shade trees in and along the streets within the City of Cincinnati's Urban Forestry Maintenance District for the year 2022.

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; and

WHEREAS, the Board of Park Commissioners created the Urban Forestry Program to serve the needs of the Urban Forestry Maintenance District; and

WHEREAS, the Board of Park Commissioners, by resolution on December 17, 2020, 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 also recommends levying an assessment of \$0.21 per front foot to fund the 2022 Urban Forestry Program, which is the same assessment rate as for the program for the previous year; 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 along the streets and the public right-of-way, and for the planting, care, maintenance, trimming, and removing of shade trees along the streets and the public right-of-way within the City of Cincinnati's Urban Forestry Maintenance District, which includes all territory within, and coextensive with, the City's boundaries, for the year 2022.

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 \$0.21 per front foot, upon all lots and lands bounding and abutting public right-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 2022.

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: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

RECOMMENDED ASSESSMENT BUDGET FOR 2022
Urban Forestry Street Tree Program
Natural Resource Management Section
Cincinnati Park Board

Assessment rate is \$0.21/ft

EXPENSES		Proposed 2022 Budget	% of budget
Personnel	\$655,000.00		
Fringes	\$230,000.00		
Est. Overtime	\$75,000.00		
	Total	\$960,000.00	40%
Capital Equipment		\$30,000.00	1%
Contractual			
Maintenance			
Emergency		\$350,000.00	15%
Preventive		\$564,000.00	24%
Stump Grinding		\$132,000.00	5.5%
Planting			
Planting		\$325,000.00	14%
Young Tree Maintenance		\$20,000.00	0.8%
Materials & Supplies		19,000	1%
TOTAL		<u>\$2,400,000.00</u>	100.0%

REVENUE

792 assessment	\$2,400,000.00	
Carryover to 2022	\$285,000.00	(used to get PM Cycle back on track)
Fund 428	\$202,064.00	(Emergency Fund)

**2022 Street Tree Program
Recommended Budget Report**

Expense Descriptions:

Personnel – \$960,000

Salary and fringes for 50% Division Manager of Natural Resources, 50% Senior GIS Analyst, Urban Forestry Supervisor, four Urban Forestry Specialists, two Florists, one Administrative Technician, one seasonal Recreational Specialist for GIS and Street Tree Inventory, one seasonal Recreational Specialist dedicated to young tree maintenance and one Tree Crew Leader to assist with work order management.

Capital Equipment – \$30,000

Capital equipment replacement – replacement pickup truck.

Maintenance – \$1,046,000

Emergency - Continuation of the routine and emergency street tree maintenance contract.

Preventive – Pruning and Removals will begin with the communities Hartwell, Carthage, Roselawn, Bond Hill, Paddock Hills, Pleasant Ridge, and Kennedy Heights; fall 2022 will begin in California, Mt. Washington, East End, Linwood, Columbia Tusculum, Mt. Lookout, Oakley and Madisonville. This will put the PM cycle back on track

Continue to water, fertilize, and replace trees within Business Districts.

Stump Grinding - Continuing routine stump grinding contract.

Planting – \$325,000

Spot Planting - maintain citywide planting program to support development projects and to replace trees removed in all communities.

Comprehensive Planting – conduct targeted plantings in designated reforestation neighborhoods determined by the 2020 Urban Tree Canopy Analysis

Young Tree Maintenance – water and fertilize young trees

Miscellaneous Non-Personnel – \$19,000

Municipal Garage costs, fuel, training, etc.

January 13, 2021

To: Mayor and Members of City Council **202100095**
From: Paula Boggs Muething, City Manager
Subject: Ordinance – Designating the South Crescent Arms Apartments a Local Landmark in Avondale

Transmitted is an Ordinance captioned:

DESIGNATING the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.

The City Planning Commission recommended approval of this Local Landmark designation at its December 18, 2020 meeting.

Summary

The South Crescent Arms Apartments (now Redding Apartments) was built in 1950 and is historically significant as a pioneering elevator high-rise apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. With its semi-circular driveway and integrated bi-level parking garage, it is an example of an auto-oriented apartment building, which was new at the time.

The building is historically significant for its association, as it is representative of post-WWII high-rise elevator apartment buildings as well as for the increase in development of Avondale. The building is also significant for its association with the architect George H. Godley and as an example of an early auto-oriented high-rise apartment building that represents a transitional style from Art Deco to the Modern Movement.

On November 23, 2020, the Historic Conservation Board (HCB) voted unanimously to recommend the Local Historic Landmark designation of The Redding Apartments in Avondale to City Planning Commission and City Council.

This designation will help preserve the architectural character of this building.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning

EMERGENCY

DBS

- 2021

DESIGNATING the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.

WHEREAS, the Cincinnati Metropolitan Housing Authority has applied to designate the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a local historic landmark; and

WHEREAS, the South Crescent Arms Apartments building was designed by George H. Godley who, along with his father S.S. Godley, were responsible for designing some of the most sophisticated residences in the Avondale neighborhood, including the Beaux-Arts Frank Herschede mansion at 3886 Reading Road and the 3-story Tudor Revival-style court apartment building at 603-613 Forest Avenue; and

WHEREAS, the South Crescent Arms Apartments building was the first high-rise apartment building served by an elevator built in the Avondale neighborhood after World War II (“WWII”), and it exemplified the next phase of development in Avondale falling between the streetcar period and the automobile age; and

WHEREAS, post-WWII development of Avondale was accelerated by the expansion of the streetcar up Reading Road and the relocation of many families outside of the urban core, and this created the need and market for increased density and units available for lower- and middle-income families; and

WHEREAS, the South Crescent Arms Apartments building met this need but, as an automobile-oriented high rise apartment building, it reflected the growing popularity and prominence of the automobile in daily life at this time; and

WHEREAS, the South Crescent Arms Apartments building is architecturally significant as it utilizes a combination of modern influences that are reminiscent of the Art Deco style, and its unification of the window bays on the front with a plain limestone border and flat pilasters dividing its vertical bays emphasize its height, recalling early skyscrapers; and

WHEREAS, following a public staff conference, the Historic Conservation Board, at its regularly scheduled meeting on November 23, 2020, and upon considering the factors set forth in Cincinnati Municipal Code Section 1435-07-1, recommended designation of the South Crescent Arms Apartments building as a local historic landmark and further recommended adoption of conservation guidelines governing the maintenance, rehabilitation, and modification of the proposed historic landmark; and

WHEREAS, upon receipt of the recommendation of the Historic Conservation Board, the City Planning Commission, at its regularly scheduled meeting on December 18, 2020, and upon considering the factors set forth in Cincinnati Municipal Code Section 1435-07-2-B(c), recommended the designation of the South Crescent Arms Apartments building as a historic landmark and the adoption of conservation guidelines governing the maintenance, rehabilitation, and modification of the proposed historic landmark; and

WHEREAS, City Council finds that the South Crescent Arms Apartments building has historic significance pursuant to Cincinnati Municipal Code Section 1435-07-01(a)(1) for its association with events that have made a significant contribution to the broad patterns of our history, particularly the post-WWII development of Avondale, the use of the elevator in high-rise apartment buildings, and the rise of the automobile; and

WHEREAS, Council additionally finds that the South Crescent Arms Apartments building has historic significance pursuant to Cincinnati Municipal Code Section 1435-07-1(a)(3) because the building embodies the distinctive characteristics of an architectural type, period, and method of construction, specifically transitional architecture reflected in its bold geometric massing and lower setbacks and projections of the Art Deco style with the addition of plain exterior detailing and uniform fenestration of the Modern Architecture movement; and

WHEREAS, Council finds that the historic designation of the South Crescent Arms Apartments building conforms to the following goal of Plan Cincinnati: the “Sustain” goal to preserve the City’s built history (p. 197); and

WHEREAS, Council considers the designation of the South Crescent Arms Apartments building as a historic landmark and the adoption of related conservation guidelines to be in the best interest of the City and the general public’s health, safety, and general welfare; now, therefore,

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

Section 1. That Council approves the Designation Report for the structure and property located at 3700 Reading Road (“South Crescent Arms Apartments”), which is attached hereto as “Exhibit A,” and specifically adopts as its own findings that the South Crescent Arms Apartments, depicted on the attached “Exhibit B” and more particularly described on the attached “Exhibit C,” has historic significance and qualifies in all respects for designation as a historic landmark under Chapter 1435 of the Zoning Code of the City of Cincinnati (“Zoning Code”); specifically, Council designates the South Crescent Arms Apartments as a local historic landmark under Zoning Code

Sections 1435-07-1-(a)(1) and 1435-07-1-(a)(3). By reference, Exhibits A, B, and C are incorporated herein and made a part hereof.

Section 2. That the Zoning Map of the City of Cincinnati is amended to superimpose over the existing underlying zoning district the designation of the South Crescent Arms Apartments as a local historic landmark.

Section 3. That, pursuant to Zoning Code Chapter 1435, Council hereby adopts the “South Crescent Arms Apartments Historic Conservation Guidelines,” attached hereto as “Exhibit D” and made a part hereof, which guidelines shall govern the preservation, rehabilitation, or modification of the South Crescent Arms Apartments historic landmark.

Section 4. That the Clerk of Council is directed to promptly notify the Historic Conservation Board, the City Planning Commission, the Director of City Planning, the Director of Buildings and Inspections, and the City Solicitor of the South Crescent Arms Apartments historic landmark designation.

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 permit the owners of the property to promptly apply for the Ohio Historic Preservation Tax Credits for which they will become eligible following passage of this ordinance.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Introduction

This report presents the findings and recommendations for local landmark designation of the South Crescent Arms Apartments, AKA The Redding. The building is located at 3700 Reading Road in Avondale. This report was prepared by Beth Sullebarger on behalf of City Studios Architecture.

Background

Overview of Designation Process

This designation report is supported by the owner, the Cincinnati Metropolitan Housing Authority, for the purpose of obtaining state and federal tax credits for historic rehabilitation. A preliminary questionnaire submitted to the State Historic Preservation Office received a positive evaluation on September 16, 2020 that the building is potentially eligible for the National Register of Historic Places, and a nomination is in progress.

Research

Archival research was conducted primarily through internet sources such as the Hamilton County Auditor, Cincinnati Public Library and Architectural Foundation of Cincinnati. Among the sources consulted were historic maps, atlases, photographs, local histories, and city directories, which provided information about the building and surrounding neighborhood. The National Register Multiple Property Document of "Apartment Buildings in Ohio Urban Centers, 1870-1970," which mentions the Redding, was an important resource.

Statement of Significance

The South Crescent Arms Apartments is historically significant as a pioneering elevator high-rise apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. With its semicircular driveway and integrated bi-level parking garage, it is an example of an auto-oriented apartment building, which was new at the time. As a building subtype, elevator high-rise apartment buildings represent the culmination of the automobile's impact on the development of multi-family housing and the urban apartment construction boom in the mid-20th century. With its cubic massing, traditional facebrick, flat roof and uniform fenestration, the building is architecturally significant as a transition from Art Deco to the Modern aesthetic.

Historical Significance

Post WWII Auto-Related Apartments

While the proliferation of the automobile stimulated suburban development before WWII, especially between 1910 and 1930 when auto registrations in the US shot up from 458,000 to almost 22 million, it was after WWII that cars rapidly accelerated the transformation of metropolitan areas. Most of that growth was construction of single-family homes in the suburbs. Only a small number of apartments were built during the early 1950s, and many were large, high-rent apartments in urban centers (Gordon, E20).

In the late 1950s, the automobile stimulated development of neighborhoods farther out from the center and auto-related apartments became the new thing. In Cincinnati, "Central, Columbia,

Torrence, and Victory parkways facilitated motor-vehicle movement in and out of the city center. Similar to the pattern set by streetcars, the tree-lined four-lane parkways attracted higher-density housing both on the arterials and adjoining side streets.

By the 1960s, the era of apartment dwellers living without cars and close to public transportation and neighborhood business districts had passed. The trend was toward smaller households, both young singles or couples and elderly, which created a new market for apartments in urban areas. “In 1964, nearly 90 million Americans were 24 years old and younger, and the number of people 60 years and over had increased substantially since 1950. A perceptible result of these demographic shifts was from 1955 to 1965 apartment housing increased from a low of 8 percent to 37 percent of the nation’s total housing volume” (Gordon, E21).

Automobiles and the need to accommodate them became a major factor in the siting and design of many post-WWII apartments. Parking gradually encroached on spaces that previously had been reserved for outdoor recreation. “Instead of relying on street parking or a few small garages and on-site surface spaces at the rear of the lot, post-war era apartments allotted considerable space and structures to automobiles” (Gordon, E21). These included driveways and parking garages integrated with apartment buildings.

High-Rise Elevator Apartments

Without an elevator, an apartment building is limited in height to the number of stories a tenant can reasonably be expected to climb—typically four or five stories. Units on the top floor of a walkup building are usually less desirable because of the labor and inconvenience involved in reaching them. The incorporation of an elevator not only means that apartment buildings can be taller but also that units on higher floors are more desirable because of the views rather than less so as in a walkup apartment. Walkup and low-rise apartments have a maximum of five floors, mid-rise apartments are defined as 6 to 8 stories, and hi-rise apartments are 9 or more stories. Low-rise apartments have generally been occupied by middle-class residents, while mid- to high-rise apartments have usually been aimed at more affluent markets.

Before WWII, elevator apartments in Cincinnati were developed primarily for the city’s well-to-do, and they were relatively rare. In the mid-1920s, it was more typical to build high-rise apartment hotels, a transitional subtype that accommodated short- and long-term guests and eventually evolved into permanent apartments. Examples of local apartment hotels include the 11-story Hotel Alms (1925) by architect Harry Hake, the Broadway Apartment Hotel (1924), also by Hake, the 9-story Vernon Manor (1924) by Frederick Garber, and the 14-story Belvedere (1925) by Charles Ferber.

An early example of a mid-rise elevator apartment building is the President, a seven-story eclectic Renaissance Revival design at 3739 Reading Road (AKA 784 Greenwood) in Avondale. Built in 1929 and marketed as “an address of distinction,” the building offered fireproof and completely furnished one- to five-bedroom apartments, along with a lobby, dining room, free parking, and an ample lawn. The Riverview Apartments/ Riverview House, built in 1930 at 2538 Hackberry Street in East Walnut Hills, was one of numerous elevator apartments located to take advantage of Cincinnati’s hills and panoramic views. Designed by John Scudder Adkins, this 9-story brick apartment building features a roughly H-shaped plan with setbacks and stepped massing with a muted Art Deco effect. Built by a syndicate led by Frank Erwin, the Riverview Apartments was the city’s first suburban high-rise apartment building (Gordon, 41).

Development of Avondale

The South Crescent Arms represents the increase in density of construction in the Avondale neighborhood after WWII. During the 19th century, Avondale developed as a merchant-class inner-ring Cincinnati suburb settled by Anglos and Germans and characterized by stately homes on large lots. Beginning in the 1890s, well-to-do German Jewish families began moving into the northern part of Avondale, as they were often not welcomed in the exclusive social circles that dominated other wealthy suburbs like Clifton.

The opening of streetcar lines up Reading Road in 1903 attracted a wave of Greek Americans and Eastern European Jews, particularly after a general exodus of the Jewish population from the declining West End in the early 20th century. The influx of new residents into newer, less expensive subdivisions in southern Avondale began a trend of replacement of single-family homes with higher density development that would transform the neighborhood. Numerous streetcar-period apartment buildings were built along the Reading Road corridor, including handsome central corridor walkup and court apartments, like the Crescent Court apartments at 3719 Reading Road across the street from the South Crescent Arms.

After WWII, the community development pattern and the population began to transition as the Jewish community began to leave Avondale for Amberley Village. Departing residents were often replaced by middle-income black families. Some white homeowners panicked and left Avondale as the black population grew. Property values fell and Avondale became even more accessible to lower-income residents. By 1959, the southern portion of Avondale, which had been predominantly Jewish, had become mostly black, particularly after the Cincinnati Department of Relocation settled 220 black families in the neighborhood, often in larger houses that had been illegally subdivided into multi-family dwellings (Gigliero & Overmyer, 382).

The South Crescent Arms Apartments

The South Crescent Arms apartment building was the first high-rise elevator apartment building built in Avondale after WWII. Completed circa 1950, it offered fashionable market-rate housing for empty nesters and young professionals as an alternative to large homes and older apartment buildings. As a high-rise elevator apartment building, it exemplifies the next phase of development in Avondale after the streetcar period gave way to the automobile age.

The South Crescent Arms replaced a large single-family home, and in this case the homeowners played a direct role in the development. 3700 Reading Road was the home of Florence Fabe and her husband David, affluent Jews who owned the Fabe Construction Company. Their son, George, who was 29 in 1950, worked with his father on building the South Crescent Arms project (Hamilton County Auditor, Fabe). The vision for high rise apartments on this property was not a new idea. In 1929, Oscar Schwartz, architect of the Feinberg Temple at Reading Road and Rockdale Avenue, designed a ten-story complex of "Cooperative Apartment Homes," at 3700 Reading Road, but it was not built, probably because of the stock market crash. The Fabe firm went on to build many other apartment buildings in Cincinnati, including the 22-story Edgecliff Apartments (1966) at 2200 Victory Parkway.

By 1959, as previously described, the population in the south part of Avondale, which had been predominantly Jewish, had become mostly black and lower income. In 1964, the South Crescent Arms was purchased by the Cincinnati Metropolitan Housing Authority and converted to affordable housing. CMHA renamed the building, "The Redding" and renovated it for its new residents, reconfiguring four apartments on each floor to smaller units and converting the penthouse apartments into community rooms.

Architectural Significance

According to the *Apartment Buildings in Ohio Urban Centers, 1870-1970* National Register Multiple Property Document (p E44) by Stephen C. Gordon, the Redding "ranks among the city's pioneering attempts at high-rise housing after WWII. The cubic massing and traditional details such as facebrick on all elevations harken back to pre-war designs, yet the semicircular automobile drive to the front entrance is a precursor of things to come."

The embrace by architects and engineers of novel building technologies and modernist aesthetics had a major effect on the design of post-war apartments. Apartment towers, widely spaced to accommodate plazas and parking, began to appear, reflecting the influence of European modernists such as LeCorbusier and his tower-in-a park concept. Exterior ornament and references to earlier period styles fell away for the most part. The traditional scheme of a three-part façade gave way to slabs with planar walls and uniform fenestration from top to bottom. The widespread use of central air conditioning reduced the need for operable windows, projecting bays and cross ventilation, thus post-war apartments typically had lower ceilings and fewer square feet per unit (Gordon, E21).

Designed by architect George H. Godley, the South Crescent Arms stylistically is an amalgam of modern influences. It is characterized by bold geometric massing with lower setbacks and projections as well as indentations created by the H-shaped plan, which are reminiscent of Art Deco, but the very plain exterior with planar walls with uniform fenestration and little ornament are more consistent with the Modern Movement. The unification of the window bays on the front with a plain limestone border emphasizes the building's monumentality in a subtle way. The flat pilasters dividing the vertical bays emphasize the height and recall early skyscrapers.

The building has been renovated several times over the years. In 1965, after the Cincinnati Metropolitan Housing Authority took ownership, four apartments on each floor were reconfigured and penthouse apartments were converted into community rooms in 1965. In 1990, repairs to the top two floors were made, including repointing and new steel shelf angles at the windows. A comprehensive renovation in 1996 involved slight modification of the semicircular driveway, landscape improvements, application of a metal fascia to the porte cochere, a new ADA lift in the lobby, and bronze anodized aluminum replacement windows in the same one-over-one configuration.

The Crescent Arms retains its original height, H-shaped building footprint, first-floor lobby and elevator cores and circulation plan. It also retains its historic exterior brick cladding, wall fenestration patterns and window openings. Although the penthouse apartments were reconfigured on the interior to serve as community rooms, the parapet and roof terraces are preserved. The original site plan was altered slightly when the semicircular driveway in the front was extended and exterior open spaces were re-landscaped in 1996. The Crescent Arms also retains a 2-level parking structure on the rear that was essential to marketing the building. The building also retains a significant degree of stylistic integrity.

George H. Godley, Architect

The South Crescent Arms was designed by architect George H. Godley (1889-1961). As the son of the successful Cincinnati architect S. (Samuel) S. Godley (1858-1941), George practiced with his father from 1921 to 1931. Much more is known about his father. Educated at the Farmers' College in College Hill, S. S. Godley "received his practical education in the offices of local architects," including Edwin Anderson, Henry Bevis, and James W. McLaughlin. He opened his own office in Cincinnati in 1888, expanded it in 1893, practiced on his own, and with his son George in the 1920s, probably until his death.

According to architectural historian Walter E. Langsam, S. S. Godley was "one of the most sophisticated designers of residences for both the Jewish and Gentile elites of the city for several decades. His residential clients included members of the Doepke, Duttonhofer, Feiss, Fleischmann, Freiberg, Heinsheimer, Herschede, Jacob, Kuhn, Mack, Mitchell, Prichard, Resor, Steinau, Strader, Wise, Wolf, and Workum families, all of whom had leading roles in the economic, social, and cultural life of the city." Many of these homes were in the Cincinnati neighborhood of Avondale, including the handsome Beaux-Arts Frank Herschede mansion (1908), which stood at 3886 Reading Road. S. S. Godley also designed a few apartment buildings in Avondale, including a 3-story Tudor Revival-style court apartment building at 603-613 Forest Avenue.

George H. Godley clearly benefitted from his father's long association with Avondale and by adopting his father's profession. After Samuel's death in 1941, the son practiced under his own name until his death 20 years later in 1961. His design of the Crescent Arms in 1950 continued the firm's residential commissions in Avondale but reflected the dramatic changes in scale and style that occurred after WWII. About the same time as the Crescent Arms, George Godley designed four low-scale modern brick apartment buildings at 846 and 860 Glenwood Avenue (1947-49) and 974 Debbe Lane (1950-51). One of his last projects was the Edgecliff apartment tower at 2200 Victory Parkway, in 1961, the year he died. When this 20-story apartment building was built circa 1966, the design was by another architect.

Description

Site

The South Crescent Arms apartment building occupies a rectangular 0.836-acre parcel, which measures 152.20 feet by 249.8 feet. (See Figure 1.) A connected two-level parking garage is located on the rear of the lot.

Setting

The building stands on the east side of Reading Road at the northeast corner of South Fred Shuttlesworth Circle in the Cincinnati neighborhood of Avondale. The building is significantly taller than its neighbors, which makes it highly visible from a distance and a dominant presence in the streetscape. The property abuts Martin Luther King Park on its north border.

Building

Built circa 1950, the South Crescent Arms at 3700 Reading Road, is a 9-story, flat-roofed apartment building with a reinforced concrete frame, hollow block walls, and brown brick veneer. H-shaped in plan, the building is considered a high-rise elevator apartment building. The symmetrical front elevation is divided into 9 bays, with a wider bay in the center above the entrance and single-bay 8-story setbacks on each end. The stepped geometrical massing and slightly projecting pilasters on the front refer back to earlier Art Deco skyscrapers.

Ornament is limited to a simple contrasting limestone trim that outlines the center section of the facade. The entrance is emphasized by a porte cochere and projecting one-story vestibule. The building ends in a flat parapet wall with stone coping. The deep side elevations each extend for 12 bays with a recessed four-bay section in the center. All elevations are characterized by regular fenestration with one-over-one aluminum windows. To the rear of the building is a partly below-grade, two-level reinforced-concrete parking deck with flared mushroom columns.

The front entrance is accessed by a roughly semicircular driveway, which was slightly modified in 1996. At that time, the flat roof of the porte cochere was replaced in kind and a new bronze anodized aluminum fascia installed. On the interior, the lobby has a hung acoustic-tile ceiling but retains its terrazzo floor and Moderne-style curved aluminum stair railings. The apartment floors retain their original circulation plan with double-loaded corridors with vinyl composition tile (VCT) and painted plaster walls and ceilings. The apartment entry doors are solid birch wood. The apartments have been renovated but retain original pinkish-brown marble windowsills, painted plaster walls and ceilings, and bathrooms with light blue tile that appears to be 1950s-vintage. Most apartments retain their original floor plan.

Boundary

The property coincides with Book 108, Plat 0004, Parcel 2 of the Hamilton County Auditor's records. The parcel, which is 152.20 feet by 249.8 feet, is an irregular part of Lot 1 in A. O. Tyler's Subdivision. The parcel is bounded on the west by Reading Road, on the south by Fred Shuttlesworth Avenue, on the east by a lot under different ownership and on the north by Dr. Martin Luther King Park. (See Figure 1.)

Justification of Boundary

The above-listed parcel is both the original and legally recorded boundary line for the property for which designation is being requested. The building occupies the entire parcel and no other structures are present. It excludes surrounding properties that were not part of the development and are under different ownership.

Findings

According to Chapter 1435 of the Cincinnati Zoning Code (Historic Preservation) certain findings must be made before a historic structure can be designated by City Council. The structure must be found to have historic significance. Historic significance means that the attributes of a district,

site or structure possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

1. That are associated with events that have made a significant contribution to the broad patterns of our history; or
2. That are associated with the lives of persons significant in our past; or
3. That embody the distinctive characteristics of a type, period or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
4. That has yielded, or may be likely to yield, information important in history or prehistory.

Planning Considerations

Compatibility with Plan Cincinnati

“Plan Cincinnati”, the current Master Plan adopted by City Council in 2012, supports and encourages historic preservation;

“As housing demand increases in the oldest neighborhoods, the City’s broad and reputable historic building stock should be preserved....”

Historic Conservation is considered a fundamental component in Cincinnati’s future with policy principles including:

“Preserve our resources and facilitate sustainable development.”

“Cincinnati is known for our historic built character and spectacular natural beauty. The City will focus on preserving and protecting our unique assets and reverse the modern trend of ‘disposable’ development.”

Cincinnati’s Zoning Code includes a commitment to historic preservation through its goals and policies. Three specific purposes of historic preservation, according to the current Zoning Code Section 1435-03 include:

“to safeguard the heritage of the city by preserving districts and landmarks which reflect elements of its history, architecture and archeology, engineering or culture,”

“to conserve the valuable material and energy resources by ongoing use and maintenance of the existing built environment,”

“to maintain the historic urban fabric of the city.”

Thus, landmark designation of the South Crescent Arms Apartments, which allows for preservation of the building, is compatible with city plans and consistent with policy and code.

The South Crescent Arms Apartments has historic significance according to Chapter 1435 as defined under Criterion 1. It is historically significant as a pioneering elevator high-rise

apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. The building also meets Criterion 3 as a significant early example of an auto-oriented high-rise apartment building by a local architect, George H. Godley reflecting the transition from Art Deco to the Modern Movement.

Summary of Findings

The designation of the South Crescent Arms Apartments meets the requirements of Chapter 1435 of the Cincinnati Zoning Code (Historic Preservation). The documentation in this designation report provides conclusive evidence that all required findings may be made for the proposed designation.

References

Architectural drawings by George H. Godley (1950), Glaser & Myers (1965), and ATA Architects (1996).

Fabe, Ellie, email dated Sept. 28, 2020.

Giglierano, Geoffrey J., and Deborah A. Overmyer. *The Bicentennial Guide to Greater Cincinnati: A Portrait of Two Hundred Years*. Cincinnati, Ohio: The Cincinnati Historical Society, 1988.

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Langsam, Walter E. "Biographical Dictionary of Cincinnati Architects, 1799-1940." Cincinnati: Architectural Foundation of Cincinnati, 2008

Langsam. "List of Buildings by Architect with Client and Year," unpublished, Sept. 27, 1989
Records of the Hamilton County Auditor



3700 Reading Road, Front (West) and South elevations



3700 Reading Road, North and East (Front) elevations



3700 Reading Road, South and Rear (East) elevations



3700 Reading Road, view of parking garage to the east



Figure 1. Parcel map, CAGIS, 2020

HISTORIC CONSERVATION GUIDELINES

South Crescent Arms AKA The Redding Apartments

Cincinnati, Ohio 45229

General Terminology

Within the context of these historic conservation guidelines, the “South Crescent Arms Apartments” or “The Redding” refer to the property located at 3700 Reading Road. The stepped massing, planar exterior brick walls, regular fenestration, the driveway in front and bi-level parking garage in the rear are defining characteristics of the property, and preservation of these attributes is critical to its integrity. The primary facades of the building, which faces west on Reading Road, are the west and south elevations; however, the other two sides of the building—east and north—while defined as secondary elevations, are also open to view and have a similar character to the primary ones, and thus, the following guidelines apply to the entire exterior.

Intent and General Guidelines

The following guidelines are adapted and comply with the *Secretary of the Interior’s Standards for Rehabilitation*. When a proposed change is not addressed by the guidelines, The *Secretary of the Interiors Standards for Rehabilitation, Interpreting the Standards Bulletins* and *Preservation Briefs* will be used as guiding documents.

These guidelines are intended to ensure that rehabilitation will maintain significant features of The Redding. Guidelines are intended not as strict rules but are to be used by the Historic Conservation Board as a guide to assess the compatibility and appropriateness of proposed rehabilitation changes. Reviews by the Historic Conservation Board are restricted to exterior changes proposed for this building. Repair and maintenance not changing significant features and clearly complying with the intent of these guidelines do not require board review. Interior alterations are not the purview of the Historic Conservation Board and are not subject to review.

The following general approaches are recommended:

1. **Repair and maintenance:** Ordinary repair and maintenance of like and kind for matching the original construction, where visible, and that does not change the appearance of the buildings, is acceptable under these guidelines. Rehabilitation may include preservation, restoration, reconstruction, or a combination of these, as appropriate and reasonable for the building.

2. **Maintenance.** Existing visible features that contribute to the overall character of the building in good condition should be maintained and where possible, preserved or conserved. Damaged visible features that can be repaired should be repaired rather than replaced wherever possible.
3. **Replacements.** Replacements of significant features damaged beyond repair, deteriorated beyond reasonable repair, or missing should sensitively harmonize with characteristics of the original feature. Replication is appropriate, but not required.

Specific Guidelines

The following specific approaches to elements, features, and visible components are recommended:

1. **Materials:** Materials for significant features on primary façades visible from the street that are badly damaged, deteriorated beyond reasonable repair, or missing should be replaced with materials or components that closely match the style, shape, color, treatment, and texture of the element replaced. Composition, type of joint, size of units, visible measures, placement, and detailing should be appropriate for the building. Synthetic materials, where closely matching the existing characteristics, may be utilized.
2. **Masonry Repointing:** Repointing of deteriorated and/or missing mortar shall match the existing historic mortar as close as possible. Elements of the new repointing mix shall be consistent with the existing mortar in formulation, aggregate size, texture, color, and method of application. It is recommended that test patches be applied adjacent to existing mortar and allowed to dry. An assessment should be made of new repointing mix with respect to varied constituents to be matched. The sample that closely matches the original mortar should be used for the repointing. Refer to Preservation Brief #1 (PB #1) for general approach to undertaking masonry repointing.
3. **Masonry Cleaning:** Sandblasting diminishes the integrity of building materials. It is not an approved cleaning method. Should cleaning of exterior materials be undertaken, no harm should result from the approach taken to do the work. In the event that cleaning of building materials is undertaken, use the gentlest method possible to accomplish good results. Scrubbing with a bristle brush and a mild non-ionic detergent is recommended. Should this method be found ineffective, the use of approved chemical cleaning application can be used only after test patches have determined the gentlest means with respect to composition of cleaning agent, method of application, and cleaning results. Refer to PB #1 for general approach to masonry cleaning.
4. **Water-Repellent Coatings:** Use of water-repellent coatings on historic buildings is not permitted. The problem of water infiltration into a building is associated with structural or maintenance issues. Water-repellent coatings compound problems because the coating encapsulates moisture and does not allow it to evaporate naturally.
5. **Door and Window Openings:** Among the important features of the Redding are its window and door openings. The size and location of openings are an essential part of their overall design and an important feature of their architectural design. Original wall openings on primary facades should not be significantly altered or filled in. On secondary

facades, original wall openings should not be significantly altered without consideration of their impact to the overall character of the original design.

6. **Window and Door Replacement:** The original doors and window sashes have already been replaced with bronze anodized aluminum doors and windows. If further replacement of windows or doors becomes necessary due to deterioration or to replace missing or nonconforming units, new windows and doors on primary facades shall fill the original openings and be appropriate in material, scale, configuration, style, and size.
7. **Ornamentation:** Ornamentation is mostly absent from the Redding, with the exception of limestone trim and coping. These limestone features and any other original ornamental elements should be preserved or conserved. Do not make replacements or substitutions of different scale, size, design, or incompatible materials. Replace ornamentation to match originals in character, scale, configuration, style, size texture, and color. Some synthetic materials including fiberglass castings or composite materials may be considered.
8. **Roof:** Features that define the roofline of the building should be preserved. On the primary facades, vents, skylights, rooftop utilities, and equipment, such as elevator mechanicals and new roof elements should be placed so they are inconspicuous from view.
9. **Painting:** Do not paint stone and masonry elements that have historically not been painted. Use colors that are appropriate to the building's age, history, and style.
10. **Outside Attachments:** Exterior light fixtures should be appropriate to the style of the building, or simple and contemporary. Signs are addressed under Site Improvements.

Additions and Exterior Alterations

Intent and General Guidelines

1. **Additions:** Additions should follow new construction guidelines, codes, and regulations. Any addition should be compatible in character with the original building, with sensitivity to existing massing and scale, site, and appearance within the building's existing context. Additions should be sympathetic, may be complementary, but need not be imitative in design. Additions should be designed to relate architecturally, not overwhelming the original building. Rooftop additions should be set back to minimize visibility.
2. **Alterations:** Alterations should follow construction guidelines for alternations, codes, and regulations. Alterations should not change or alter significant architectural features on primary facades. On the secondary facades, alterations should be designed to minimize impact on the overall character of the facade on which the alteration occurs.
3. **Appropriateness:** The appropriateness of design solutions for additions and alternations should include the following.

- a. How well the proposed design for the addition or alteration relates to the building and the neighboring buildings.
- b. How closely the proposed addition or alteration meets the specific intentions of these guidelines.

Site Improvements and Alterations

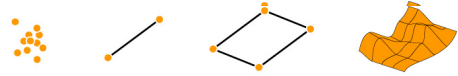
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2. **Parking and paving.** Asphalt paving is appropriate, if kept to a minimum. The semicircular driveway in front and the bi-level parking garage in the rear should be retained. New parking lots or parking lot expansion should be sufficiently screened to minimize the public view of parked cars. Appropriate screening may include low masonry walls in conjunction with planting areas and landscaping, low masonry walls with metal fencing, and planting areas with landscaping and metal fencing.
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4. **Landscaping.** New landscaping should be scaled to complement the building. The design of new site features should be simple and contemporary.

Demolition

Any demolition, alterations, or modifications to the property and minimum maintenance requirements are governed by Section 1435-09: Alterations and Demolitions; Certificates of Appropriateness; Minimum Maintenance, of the Cincinnati Zoning Code, ordained by Ordinance No. 217-2012, §1, effective July 20, 2012. Any updates, modifications, or amendments to this section of the Cincinnati Zoning Code or legislation that supersedes Chapter 1435 of the Cincinnati Zoning Code which is established as the "Historic Preservation Code," shall be considered the governing law.

Local Historic Landmark Designation: The Redding Apartments





1.0908 Acres – Area to be Reclassified

Situated in Section 9, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Reading Road and the centerline of S. Fred Shuttlesworth Circle;

Thence with the centerline of said Reading Road, North 36°40'00" East, 173.83 feet;

Thence South 56°00'00" East, 284.07 feet;

Thence South 36°40'00" West, 161.05 feet to a point in the centerline of aforesaid S. Fred Shuttlesworth Circle;

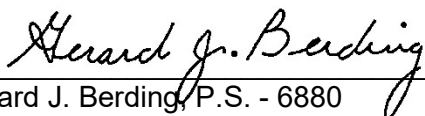
Thence with the centerline of aforesaid S. Fred Shuttlesworth Circle, North 58°34'00" West, 284.95 feet to the **POINT OF BEGINNING**.

CONTAINING 1.0908 Acres to be reclassified, of which 0.2537 Acres is located within the public Right-of-way of Reading Road and S. Fred Shuttlesworth Circle.

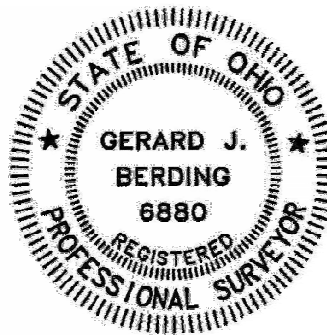
Being all of Hamilton County Auditor's parcel 10800040002 as conveyed to Cincinnati Metropolitan Housing Authority in Deed Book 3369, Page 251.

Bearings are based on a Louis Graf & Associates survey referenced in Deed Book 3369, page 251 of the Hamilton County Records.

Prepared by G.J. BERDING SURVEYING, INC. on October 27, 2020. Based on a Zone Change Plat prepared by G.J. BERDING SURVEYING, INC. on October 27, 2020.


Gerard J. Berding, P.S. - 6880

10-27-2020
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

HISTORIC CONSERVATION GUIDELINES

South Crescent Arms AKA The Redding Apartments

Cincinnati, Ohio 45229

General Terminology

Within the context of these historic conservation guidelines, the “South Crescent Arms Apartments” or “The Redding” refer to the property located at 3700 Reading Road. The stepped massing, planar exterior brick walls, regular fenestration, the driveway in front and bi-level parking garage in the rear are defining characteristics of the property, and preservation of these attributes is critical to its integrity. The primary facades of the building, which faces west on Reading Road, are the west and south elevations; however, the other two sides of the building—east and north—while defined as secondary elevations, are also open to view and have a similar character to the primary ones, and thus, the following guidelines apply to the entire exterior.

Intent and General Guidelines

The following guidelines are adapted and comply with the *Secretary of the Interior’s Standards for Rehabilitation*. When a proposed change is not addressed by the guidelines, The *Secretary of the Interiors Standards for Rehabilitation, Interpreting the Standards Bulletins* and *Preservation Briefs* will be used as guiding documents.

These guidelines are intended to ensure that rehabilitation will maintain significant features of The Redding. Guidelines are intended not as strict rules but are to be used by the Historic Conservation Board as a guide to assess the compatibility and appropriateness of proposed rehabilitation changes. Reviews by the Historic Conservation Board are restricted to exterior changes proposed for this building. Repair and maintenance not changing significant features and clearly complying with the intent of these guidelines do not require board review. Interior alterations are not the purview of the Historic Conservation Board and are not subject to review.

The following general approaches are recommended:

1. **Repair and maintenance:** Ordinary repair and maintenance of like and kind for matching the original construction, where visible, and that does not change the appearance of the buildings, is acceptable under these guidelines. Rehabilitation may include preservation, restoration, reconstruction, or a combination of these, as appropriate and reasonable for the building.

2. **Maintenance.** Existing visible features that contribute to the overall character of the building in good condition should be maintained and where possible, preserved or conserved. Damaged visible features that can be repaired should be repaired rather than replaced wherever possible.
3. **Replacements.** Replacements of significant features damaged beyond repair, deteriorated beyond reasonable repair, or missing should sensitively harmonize with characteristics of the original feature. Replication is appropriate, but not required.

Specific Guidelines

The following specific approaches to elements, features, and visible components are recommended:

1. **Materials:** Materials for significant features on primary façades visible from the street that are badly damaged, deteriorated beyond reasonable repair, or missing should be replaced with materials or components that closely match the style, shape, color, treatment, and texture of the element replaced. Composition, type of joint, size of units, visible measures, placement, and detailing should be appropriate for the building. Synthetic materials, where closely matching the existing characteristics, may be utilized.
2. **Masonry Repointing:** Repointing of deteriorated and/or missing mortar shall match the existing historic mortar as close as possible. Elements of the new repointing mix shall be consistent with the existing mortar in formulation, aggregate size, texture, color, and method of application. It is recommended that test patches be applied adjacent to existing mortar and allowed to dry. An assessment should be made of new repointing mix with respect to varied constituents to be matched. The sample that closely matches the original mortar should be used for the repointing. Refer to Preservation Brief #1 (PB #1) for general approach to undertaking masonry repointing.
3. **Masonry Cleaning:** Sandblasting diminishes the integrity of building materials. It is not an approved cleaning method. Should cleaning of exterior materials be undertaken, no harm should result from the approach taken to do the work. In the event that cleaning of building materials is undertaken, use the gentlest method possible to accomplish good results. Scrubbing with a bristle brush and a mild non-ionic detergent is recommended. Should this method be found ineffective, the use of approved chemical cleaning application can be used only after test patches have determined the gentlest means with respect to composition of cleaning agent, method of application, and cleaning results. Refer to PB #1 for general approach to masonry cleaning.
4. **Water-Repellent Coatings:** Use of water-repellent coatings on historic buildings is not permitted. The problem of water infiltration into a building is associated with structural or maintenance issues. Water-repellent coatings compound problems because the coating encapsulates moisture and does not allow it to evaporate naturally.
5. **Door and Window Openings:** Among the important features of the Redding are its window and door openings. The size and location of openings are an essential part of their overall design and an important feature of their architectural design. Original wall openings on primary facades should not be significantly altered or filled in. On secondary

facades, original wall openings should not be significantly altered without consideration of their impact to the overall character of the original design.

6. **Window and Door Replacement:** The original doors and window sashes have already been replaced with bronze anodized aluminum doors and windows. If further replacement of windows or doors becomes necessary due to deterioration or to replace missing or nonconforming units, new windows and doors on primary facades shall fill the original openings and be appropriate in material, scale, configuration, style, and size.
7. **Ornamentation:** Ornamentation is mostly absent from the Redding, with the exception of limestone trim and coping. These limestone features and any other original ornamental elements should be preserved or conserved. Do not make replacements or substitutions of different scale, size, design, or incompatible materials. Replace ornamentation to match originals in character, scale, configuration, style, size texture, and color. Some synthetic materials including fiberglass castings or composite materials may be considered.
8. **Roof:** Features that define the roofline of the building should be preserved. On the primary facades, vents, skylights, rooftop utilities, and equipment, such as elevator mechanicals and new roof elements should be placed so they are inconspicuous from view.
9. **Painting:** Do not paint stone and masonry elements that have historically not been painted. Use colors that are appropriate to the building's age, history, and style.
10. **Outside Attachments:** Exterior light fixtures should be appropriate to the style of the building, or simple and contemporary. Signs are addressed under Site Improvements.

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January 13, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning

Copies to: Caroline Hardy Kellam, Senior City Planner, Department of City Planning

Subject: **Scheduling of Ordinance designating the South Crescent Arms Apartments Local Historic Landmark in Avondale**

The above referenced Ordinance is ready to be scheduled for Economic Growth and Zoning Committee. We are requesting this item be placed on the next Economic Growth and Zoning Committee meeting agenda. In accordance with CMC section 111-1, this item requires fourteen days notice for a public hearing.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) The City Planning Commission report;
- 3) The Ordinance designating the South Crescent Arms Apartments;
- 4) The mailing labels for notification; and
- 5) A copy of the mailing labels for your record.

January 13, 2021

Mayor and Members of Council
Council Chambers, City Hall
Cincinnati, Ohio 45202

Dear Members of Council:

I am transmitting herewith an ordinance captioned as follows:

DESIGNATING the South Crescent Arms Apartments building located at 3700 Reading Road in the Avondale neighborhood as a historic landmark.

The City Planning Commission recommended **APPROVAL** of this Local Landmark designation at their December 18, 2020 meeting.

Summary:

City Planning Commission recommended approval of the Local Landmark designation for the following reasons:

1. Designating the South Crescent Arms Apartments as a Local Landmark will assist in the revitalization of the area and will have a positive impact on the community and economic development plans of the city.
2. This designation will assist in the redevelopment of this building and the area of Avondale on this prominent corner.
3. It has been determined that the proposed guidelines are acceptable to meet the goal of preserving the architecture of this Local Historic Landmark.
4. This Local Landmark designation will not negatively impact the existing character of the surrounding area.

Motion to Approve: Mr. Juech

Ayes: Mr. Smitherman
Mr. Juech
Mr. Stallworth
Ms. McKinney
Mr. Eby

Seconded: Ms. McKinney

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs, AICP, Director
Department of City Planning

December 18, 2020

**Honorable City Planning Commission
Cincinnati, Ohio**

SUBJECT: A report and recommendation on a proposed Local Historic Landmark designation of The South Crescent Arms Apartments (Redding Apartments) at 3700 Reading Road in Avondale.

GENERAL INFORMATION:

Location: 3700 Reading Road at the northeast corner of S. Fred Shuttlesworth Circle
Petitioners: City Studios
Petitioner's Address: 1148 Main Street, Cincinnati, Ohio, 45202
Property Owner: Cincinnati Metropolitan Housing Authority (CMHA)
Property Owner's Address: 1627 Western Avenue, Cincinnati, Ohio, 45214

ATTACHMENTS:

Attachment A- Location Map
Attachment B- Historic Designation Report
Attachment C- Historic Conservation Guidelines

BACKGROUND:

The petitioner is requesting a Local Historic Landmark designation for The South Crescent Arms Apartments (Redding Apartments) at 3700 Reading Road in Avondale. The building is owned by Cincinnati Metropolitan Housing Authority (CMHA) and is now called the Redding Apartments. This designation will make the building potentially eligible for historic tax credits to renovate the building.

According to Chapter 1435-07-1 of the Cincinnati Municipal Code (Historic Preservation), certain findings must be made before a Local Historic District can be designated by City Council. The proposed building must be found to have historic or architectural significance by having one or more of the following criteria below:

1. Are associated with events that have made a significant contribution to the broad patterns of our history; or
2. Are associated with the lives of persons significant in our past; or
3. Embodies the distinctive characteristics of a type, period or method of construction, or represent a significant and distinguishable entity whose components may lack individual distinction; or
4. That has yielded or may be likely to yield information important in history or prehistory.

The applicant for this local historic landmark designation is nominating this landmark under Criterion 1 for its significant contributions to the broad patterns of our history and Criterion 3 for architectural significance. The proposed local historic landmark, The Redding Apartments, is a significant Cincinnati resource as defined by Chapter 1435 of the Cincinnati Zoning Code because it meets two of the criteria listed above.

On November 23, 2020, the Historic Conservation Board (HCB) voted unanimously to recommend the local historic landmark designation of The Redding Apartments under Criterion 1 (historical significance) and 3 (architectural significance) in Avondale to City Planning Commission and City Council.

HISTORIC SIGNIFICANCE:

The South Crescent Arms Apartments (now Redding Apartments) was built in 1950 and is historically significant as a pioneering elevator high-rise apartment in the context of Cincinnati and the neighborhood of Avondale in the post-World War II (WWII) period. With its semi-circular driveway and integrated bi-level parking garage, it is an example of an auto-oriented apartment building, which was new at the time. As a building subtype, elevator high-rise apartment buildings represent the culmination of the automobile's impact on the development of multi-family housing and the urban apartment construction boom in the mid-20th century. With its cubic massing, traditional face brick, flat roof and uniform fenestration, the building is architecturally significant as a transition from Art Deco to the Modern aesthetic.

The building is historically significant for its association under Criterion 1, as it is representative of post-WWII high-rise elevator apartment buildings as well as for the increase in development of Avondale. The building is also significant under Criterion 3 for its association with the architect George H. Godley and as an example of an early auto-oriented high-rise apartment building that represents a transitional style from Art Deco to the Modern Movement. The Designation Report in Attachment C details the historic and architectural significance of the building.

ANALYSIS:

In making a determination, the City Planning Commission shall consider all of the following factors:

- (1) The relationship of the proposed designation to the comprehensive plans of the city and of the community in which the proposed Historic Landmark, Historic District or Historic Site is located; and

The designation of The Redding Apartments as a local historic landmark is consistent with Plan Cincinnati (2012). In the Sustain Initiative Area, a Goal recommends to "preserve our natural and built environment" and "preserve our built history with new development incentives and regulatory measures" (pages 193-194).

- (2) The effect of the proposed designation on the surrounding areas and economic development plans of the city; and

Designating The Redding Apartments will assist in the renovation of the building by providing necessary historic tax credits. The revitalization of the building and will have a positive impact on the community and economic development plans of the city.

- (3) Such other planning and historic preservation considerations as may be relevant to the proposed designation.

This designation will assist in the redevelopment of this building and the area of Avondale on this prominent corner.

The Local Historic Landmark designation of The Redding Apartments in Avondale meets the requirements of Chapter 1435 of the Cincinnati Municipal Code (Historic Preservation). The documentation in the designation report (Attachment B) provides conclusive evidence that all required findings may be made for the proposed designation. This designation will help the renovation of The Redding Apartment and hopefully encourage more rehabilitation in this area of Avondale.

The Historic Conservation Board recommended approval and CMHA supports the historic designation.

Per Chapter 1435- 07-2-C. - Adoption of Conservation Guidelines.

“At the time of designation of a Historic Landmark, Historic District or Historic Site, Council has the duty to adopt conservation guidelines for each Historic Landmark, Historic District or Historic Site. Conservation guidelines shall promote the conservation, development and use of the Historic Landmark, Historic District or Historic Site and its special historic, architectural, community or aesthetic interest or value. Insofar as practicable, conservation guidelines shall promote redevelopment and revitalization of Historic Structures and compatible new development within the Historic District. The guidelines shall not limit new construction within a Historic District to a single period or architectural style but may seek to preserve the integrity of existing Historic Structures. Conservation guidelines shall take into account the impact of the designation of a Historic Landmark, Historic District or Historic Site on the residents of the affected area, the effect of the designation on the economic and social characteristics of the affected area, the projected impact of the designation on the budget of the city.”

The proposed guidelines are attached to this staff report as Attachment C. The Historic Conservation Board and staff of the Department of City Planning have determined that the proposed guidelines are acceptable to meet the goal of preserving the architecture of this Historic Landmark.

PUBLIC COMMENT:

A joint virtual public staff conference with the Historic Conservation Office and the Department of City Planning was held on November 4, 2020. Notices were sent to property owners within a 400’ radius of the proposed Local Historic Landmark designation and the Avondale Community Council. A representative of the Community Council contacted staff and had planned to participate but they were not in attendance. A representative of the Cincinnati Christian Adult Center was in attendance to learn about the proposal. All other attendees were the applicants and City staff. There has been no opposition to this proposed designation to-date.

CONSISTENCY WITH PLANS:

The designation of The Redding Apartments as a Local Historic Landmark in Avondale is consistent with *Plan Cincinnati* (2012). Specifically, within the Sustain Initiative Area, a Goal recommends to “preserve our natural and built environment” and “preserve our built history with new development incentives and regulatory measures” (pages 193-194). It is also consistent with the Live Initiative Area, Goal 3 recommends to “Provide a full spectrum of housing options, and improve housing quality and affordability” (page 164).

It is also consistent with *Avondale’s Quality of Live Movement Plan (2020)*. Specifically withinin Goal 12, it states that “Avondale with a diverse quality housing stock which meets the needs of existing seniors, owners and renters and attracts new residents” (pages 27, 56).

RECOMMENDATION:

The staff of the Department of City Planning recommends that the City Planning Commission take the following actions:

1. **APPROVE** the proposed Local Historic Landmark designation of The South Crescent Arms Apartments (Redding Apartments) at 3700 Reading Road in Avondale, as described in the “South Crescent Arms Apartments/AKA The Redding Historic Designation Report dated October 8, 2020” as seen in Attachment B;
2. **APPROVE** the attached map amendment designating the Local Historic Landmark as seen in Attachment A; and
3. **APPROVE** the “South Crescent Arms/AKA The Redding Apartments Historic Conservation Guidelines dated October 8, 2020” as seen in Attachment C.

Respectfully submitted:

Approved:



Caroline Hardy Kellam, Senior City Planner
Department of City Planning



Katherine Keough-Jurs, AICP, Director
Department of City Planning

Date: January 13, 2021

To: Mayor and Members of City Council **202100096**

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – ACCEPTING AND CONFIRMING DEDICATION OF THE SANCTUARY AT RIVER GREEN RIGHT OF WAY (SANCTUARY PLACE AND A PORTION OF RENSLAR AVENUE)

Attached is an emergency ordinance captioned as follows:

ACCEPTING AND CONFIRMING the dedication to public use for right of way purposes the street known as Sanctuary Place and a portion of the street known as Renslar Avenue located in California neighborhood of Cincinnati, in accordance with the plat entitled “*The Sanctuary at River Green Right of Way Dedication Plat.*”

The City of Cincinnati and Panama RE Investments, LLC (“Developer”) are parties to a *Property Sale and Development Agreement* dated December 1, 2017, pursuant to which Developer agreed to construct certain public infrastructure improvements including the public rights-of-way known as Sanctuary Place and a portion of the street known as Renslar Avenue. The Developer has completed construction of the Public Infrastructure Improvements and has prepared a right of way dedication plat entitled “*The Sanctuary at River Green Right of Way Dedication Plat*” to dedicate the Public Infrastructure Improvements to public use for right of way purposes forever.

The City Engineer has examined the Dedication Plat as to its technical features and found it to be correct.

The City Planning Commission approved the Dedication Plat at its meeting on December 18, 2020.

The reason for the emergency is the immediate need for the City to obtain control and provide maintenance to the dedicated rights-of-way at the earliest possible date.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Dedication Plat

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

EMERGENCY

City of Cincinnati

JRS *AWB*

An Ordinance No. _____ - 2021

ACCEPTING AND CONFIRMING the dedication to public use for right of way purposes the street known as Sanctuary Place and a portion of the street known as Renslar Avenue located in the California neighborhood of Cincinnati, in accordance with the plat entitled “*The Sanctuary at River Green Right of Way Dedication Plat.*”

WHEREAS, the City of Cincinnati (“City”) and Panama RE Investments, LLC (“Developer”) are parties to a *Property Sale and Development Agreement* dated December 1, 2017, pursuant to which Developer agreed to construct certain public infrastructure improvements including the public rights-of-way known as Sanctuary Place and a portion of the street known as Renslar Avenue (the “Public Infrastructure Improvements”) in the California neighborhood of Cincinnati; and

WHEREAS, by virtue of a plat of subdivision entitled “*The Sanctuary at River Green Phase I,*” executed on February 21, 2018 and recorded on March 8, 2018 in Plat Book 464, pages 73-74, Hamilton County, Ohio Records, Developer dedicated certain portions of Sanctuary Place and Renslar Avenue to public use for right of way purposes; and

WHEREAS, Developer has completed construction of the Public Infrastructure Improvements and has prepared a right of way dedication plat entitled “*The Sanctuary at River Green Right of Way Dedication Plat*” to dedicate the Public Infrastructure Improvements to public use for right of way purposes forever, a copy of which is attached hereto as Attachment A (the “Dedication Plat”); and

WHEREAS, the City Manager, in consultation with the City Engineer, has examined the technical features of the Dedication Plat and found it to be correct, has inspected and approved the Public Infrastructure Improvements, and recommends that the Council accept the Public Infrastructure Improvements as public rights-of-way; and

WHEREAS, the City Planning Commission approved the Dedication Plat at its meeting on December 18, 2020; now, therefore,

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

Section 1. That the City hereby accepts and confirms the dedication of the street known as Sanctuary Place and a portion of the street known as Renslar Avenue as public rights-of-way in accordance with the plat entitled “*The Sanctuary at River Green Right of Way Dedication Plat*”

(the "Dedication Plat"), which Dedication Plat is attached to this ordinance as Attachment A and incorporated herein by reference.

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

Section 3. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to facilitate the dedication and acceptance of the public rights-of-way, including, without limitation, by executing the Dedication Plat and any and all ancillary real estate documents and by generating and installing any and all necessary street identification signs or other street signage.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to obtain control and provide maintenance to the dedicated rights-of-way at the earliest possible date.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

THE SANCTUARY AT RIVER GREEN
PHASE I
RIGHT OF WAY DEDICATION PLAT

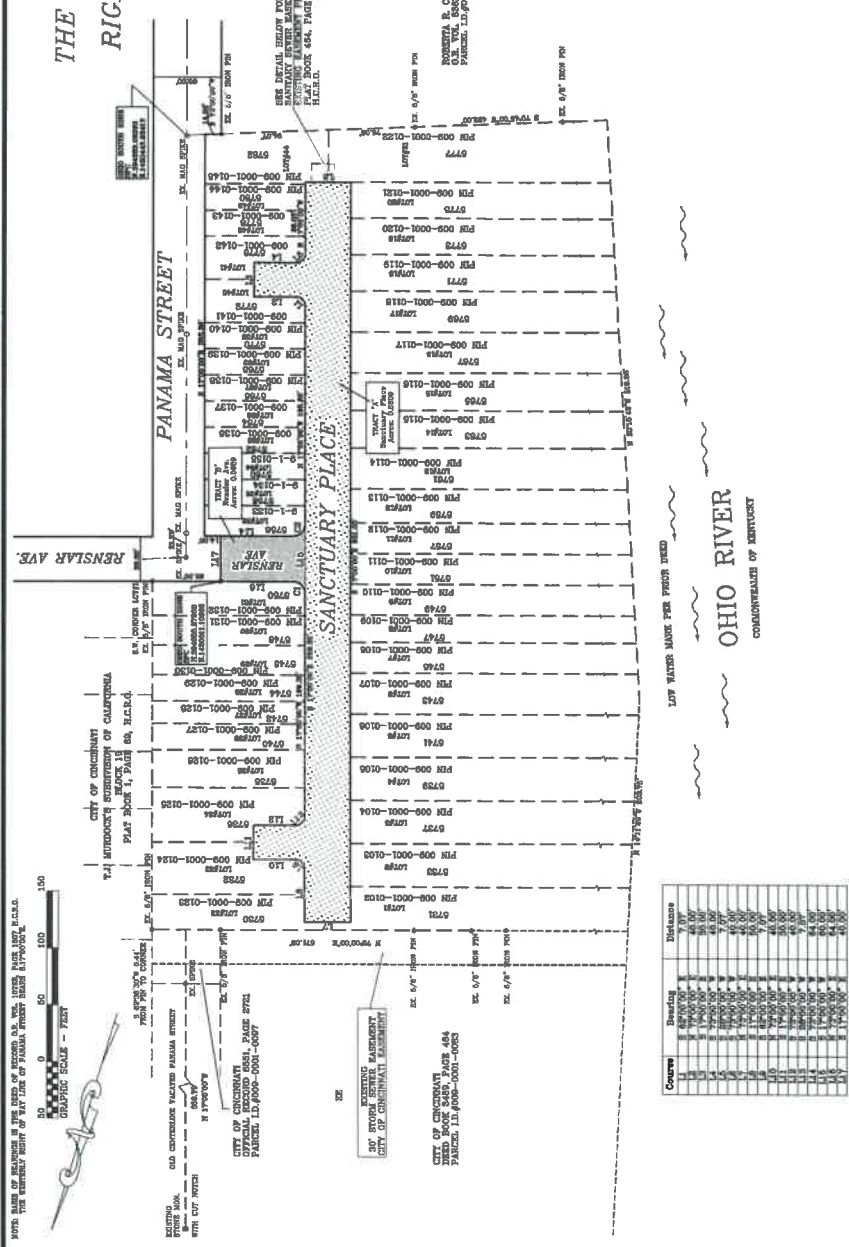
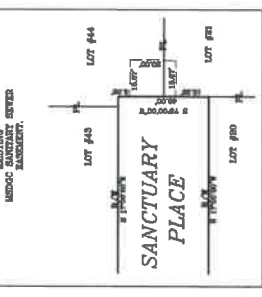
BENNETT TOMPKINS MILITARY SURVEY No. 395
 ANDERSON TOWNSHIP
 CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO

THE SANCTUARY AT RIVER GREEN PHASE I RECORD PLAT IS RECORDED IN THE HAMILTON COUNTY RECORDS OFFICE AS PLAT BOOK 664, PAGE 75 & 74 E.C.E.O.

THIS DRAWING REPRESENTS THE SEPARATE INSTRUMENT FOR INDICATING THE RIGHT OF WAY TRACTS IN THIS SUBDIVISION INDIVIDUALLY.

NOTE: OCCUPANT IN GENERAL THIS SURVEY.
 NOTE: ALL WORKMENTS IN GOOD CONDITION, UNLESS OTHERWISE NOTED.

OFFICE/DATE/PLAT: PANAMA S.E. INVESTMENTS LLC



TRACT "B"
 0.10659 Acres

Station	Dist. from Sta. 1	Bearing	Distance	Point	East	North
1000	0.00	S 89° 59' 59" W	64.00	1000	64.0000	0.0000
1001	64.00	S 89° 59' 59" W	64.00	1001	0.0000	-64.0000
1002	128.00	S 89° 59' 59" W	64.00	1002	0.0000	-128.0000
1003	192.00	S 89° 59' 59" W	64.00	1003	0.0000	-192.0000
1004	256.00	S 89° 59' 59" W	64.00	1004	0.0000	-256.0000
1005	320.00	S 89° 59' 59" W	64.00	1005	0.0000	-320.0000
1006	384.00	S 89° 59' 59" W	64.00	1006	0.0000	-384.0000
1007	448.00	S 89° 59' 59" W	64.00	1007	0.0000	-448.0000
1008	512.00	S 89° 59' 59" W	64.00	1008	0.0000	-512.0000
1009	576.00	S 89° 59' 59" W	64.00	1009	0.0000	-576.0000
1010	640.00	S 89° 59' 59" W	64.00	1010	0.0000	-640.0000
1011	704.00	S 89° 59' 59" W	64.00	1011	0.0000	-704.0000
1012	768.00	S 89° 59' 59" W	64.00	1012	0.0000	-768.0000
1013	832.00	S 89° 59' 59" W	64.00	1013	0.0000	-832.0000
1014	896.00	S 89° 59' 59" W	64.00	1014	0.0000	-896.0000
1015	960.00	S 89° 59' 59" W	64.00	1015	0.0000	-960.0000
1016	1024.00	S 89° 59' 59" W	64.00	1016	0.0000	-1024.0000
1017	1088.00	S 89° 59' 59" W	64.00	1017	0.0000	-1088.0000
1018	1152.00	S 89° 59' 59" W	64.00	1018	0.0000	-1152.0000
1019	1216.00	S 89° 59' 59" W	64.00	1019	0.0000	-1216.0000
1020	1280.00	S 89° 59' 59" W	64.00	1020	0.0000	-1280.0000
1021	1344.00	S 89° 59' 59" W	64.00	1021	0.0000	-1344.0000
1022	1408.00	S 89° 59' 59" W	64.00	1022	0.0000	-1408.0000
1023	1472.00	S 89° 59' 59" W	64.00	1023	0.0000	-1472.0000
1024	1536.00	S 89° 59' 59" W	64.00	1024	0.0000	-1536.0000
1025	1600.00	S 89° 59' 59" W	64.00	1025	0.0000	-1600.0000
1026	1664.00	S 89° 59' 59" W	64.00	1026	0.0000	-1664.0000
1027	1728.00	S 89° 59' 59" W	64.00	1027	0.0000	-1728.0000
1028	1792.00	S 89° 59' 59" W	64.00	1028	0.0000	-1792.0000
1029	1856.00	S 89° 59' 59" W	64.00	1029	0.0000	-1856.0000
1030	1920.00	S 89° 59' 59" W	64.00	1030	0.0000	-1920.0000
1031	1984.00	S 89° 59' 59" W	64.00	1031	0.0000	-1984.0000
1032	2048.00	S 89° 59' 59" W	64.00	1032	0.0000	-2048.0000
1033	2112.00	S 89° 59' 59" W	64.00	1033	0.0000	-2112.0000
1034	2176.00	S 89° 59' 59" W	64.00	1034	0.0000	-2176.0000
1035	2240.00	S 89° 59' 59" W	64.00	1035	0.0000	-2240.0000
1036	2304.00	S 89° 59' 59" W	64.00	1036	0.0000	-2304.0000
1037	2368.00	S 89° 59' 59" W	64.00	1037	0.0000	-2368.0000
1038	2432.00	S 89° 59' 59" W	64.00	1038	0.0000	-2432.0000
1039	2496.00	S 89° 59' 59" W	64.00	1039	0.0000	-2496.0000
1040	2560.00	S 89° 59' 59" W	64.00	1040	0.0000	-2560.0000
1041	2624.00	S 89° 59' 59" W	64.00	1041	0.0000	-2624.0000
1042	2688.00	S 89° 59' 59" W	64.00	1042	0.0000	-2688.0000
1043	2752.00	S 89° 59' 59" W	64.00	1043	0.0000	-2752.0000
1044	2816.00	S 89° 59' 59" W	64.00	1044	0.0000	-2816.0000
1045	2880.00	S 89° 59' 59" W	64.00	1045	0.0000	-2880.0000
1046	2944.00	S 89° 59' 59" W	64.00	1046	0.0000	-2944.0000
1047	3008.00	S 89° 59' 59" W	64.00	1047	0.0000	-3008.0000
1048	3072.00	S 89° 59' 59" W	64.00	1048	0.0000	-3072.0000
1049	3136.00	S 89° 59' 59" W	64.00	1049	0.0000	-3136.0000
1050	3200.00	S 89° 59' 59" W	64.00	1050	0.0000	-3200.0000
1051	3264.00	S 89° 59' 59" W	64.00	1051	0.0000	-3264.0000
1052	3328.00	S 89° 59' 59" W	64.00	1052	0.0000	-3328.0000
1053	3392.00	S 89° 59' 59" W	64.00	1053	0.0000	-3392.0000
1054	3456.00	S 89° 59' 59" W	64.00	1054	0.0000	-3456.0000
1055	3520.00	S 89° 59' 59" W	64.00	1055	0.0000	-3520.0000
1056	3584.00	S 89° 59' 59" W	64.00	1056	0.0000	-3584.0000
1057	3648.00	S 89° 59' 59" W	64.00	1057	0.0000	-3648.0000
1058	3712.00	S 89° 59' 59" W	64.00	1058	0.0000	-3712.0000
1059	3776.00	S 89° 59' 59" W	64.00	1059	0.0000	-3776.0000
1060	3840.00	S 89° 59' 59" W	64.00	1060	0.0000	-3840.0000
1061	3904.00	S 89° 59' 59" W	64.00	1061	0.0000	-3904.0000
1062	3968.00	S 89° 59' 59" W	64.00	1062	0.0000	-3968.0000
1063	4032.00	S 89° 59' 59" W	64.00	1063	0.0000	-4032.0000
1064	4096.00	S 89° 59' 59" W	64.00	1064	0.0000	-4096.0000
1065	4160.00	S 89° 59' 59" W	64.00	1065	0.0000	-4160.0000
1066	4224.00	S 89° 59' 59" W	64.00	1066	0.0000	-4224.0000
1067	4288.00	S 89° 59' 59" W	64.00	1067	0.0000	-4288.0000
1068	4352.00	S 89° 59' 59" W	64.00	1068	0.0000	-4352.0000
1069	4416.00	S 89° 59' 59" W	64.00	1069	0.0000	-4416.0000
1070	4480.00	S 89° 59' 59" W	64.00	1070	0.0000	-4480.0000
1071	4544.00	S 89° 59' 59" W	64.00	1071	0.0000	-4544.0000
1072	4608.00	S 89° 59' 59" W	64.00	1072	0.0000	-4608.0000
1073	4672.00	S 89° 59' 59" W	64.00	1073	0.0000	-4672.0000
1074	4736.00	S 89° 59' 59" W	64.00	1074	0.0000	-4736.0000
1075	4800.00	S 89° 59' 59" W	64.00	1075	0.0000	-4800.0000
1076	4864.00	S 89° 59' 59" W	64.00	1076	0.0000	-4864.0000
1077	4928.00	S 89° 59' 59" W	64.00	1077	0.0000	-4928.0000
1078	4992.00	S 89° 59' 59" W	64.00	1078	0.0000	-4992.0000
1079	5056.00	S 89° 59' 59" W	64.00	1079	0.0000	-5056.0000
1080	5120.00	S 89° 59' 59" W	64.00	1080	0.0000	-5120.0000
1081	5184.00	S 89° 59' 59" W	64.00	1081	0.0000	-5184.0000
1082	5248.00	S 89° 59' 59" W	64.00	1082	0.0000	-5248.0000
1083	5312.00	S 89° 59' 59" W	64.00	1083	0.0000	-5312.0000
1084	5376.00	S 89° 59' 59" W	64.00	1084	0.0000	-5376.0000
1085	5440.00	S 89° 59' 59" W	64.00	1085	0.0000	-5440.0000
1086	5504.00	S 89° 59' 59" W	64.00	1086	0.0000	-5504.0000
1087	5568.00	S 89° 59' 59" W	64.00	1087	0.0000	-5568.0000
1088	5632.00	S 89° 59' 59" W	64.00	1088	0.0000	-5632.0000
1089	5696.00	S 89° 59' 59" W	64.00	1089	0.0000	-5696.0000
1090	5760.00	S 89° 59' 59" W	64.00	1090	0.0000	-5760.0000
1091	5824.00	S 89° 59' 59" W	64.00	1091	0.0000	-5824.0000
1092	5888.00	S 89° 59' 59" W	64.00	1092	0.0000	-5888.0000
1093	5952.00	S 89° 59' 59" W	64.00	1093	0.0000	-5952.0000
1094	6016.00	S 89° 59' 59" W	64.00	1094	0.0000	-6016.0000
1095	6080.00	S 89° 59' 59" W	64.00	1095	0.0000	-6080.0000
1096	6144.00	S 89° 59' 59" W	64.00	1096	0.0000	-6144.0000
1097	6208.00	S 89° 59' 59" W	64.00	1097	0.0000	-6208.0000
1098	6272.00	S 89° 59' 59" W	64.00	1098	0.0000	-6272.0000
1099	6336.00	S 89° 59' 59" W	64.00	1099	0.0000	-6336.0000
1100	6400.00	S 89° 59' 59" W	64.00	1100	0.0000	-6400.0000

TRACT "A"
 0.66010 Acres

Station	Dist. from Sta. 1	Bearing	Distance	Point	East	North
1101	0.00	S 89° 59' 59" W	64.00	1101	64.0000	0.0000
1102	64.00	S 89° 59' 59" W	64.00	1102	0.0000	-64.0000
1103	128.00	S 89° 59' 59" W	64.00	1103	0.0000	-128.0000
1104	192.00	S 89° 59' 59" W	64.00	1104	0.0000	-192.0000
1105	256.00	S 89° 59' 59" W	64.00	1105	0.0000	-256.0000
1106	320.00	S 89° 59' 59" W	64.00	1106	0.0000	-320.0000
1107	384.00	S 89° 59' 59" W	64.00	1107	0.0000	-384.0000
1108	448.00	S 89° 59' 59" W	64.00	1108	0.0000	-448.0000
1109	512.00	S 89° 59' 59" W	64.00	1109	0.0000	-512.0000
1110	576.00	S 89° 59' 59" W	64.00	1110	0.0000	-576.0000
1111	640.00	S 89° 59' 59" W	64.00	1111	0.0000	-640.0000
1112	704.00	S 89° 59' 59" W	64.00	1112	0.0000	-704.0000
1113	768.00	S 89° 59' 59" W	64.00	1113	0.0000	-768.0000
1114	832.00	S 89° 59' 59" W	64.00	1114	0.0000	-832.0000
1115	896.00	S 89° 59' 59" W	64.00	1115	0.0000	-896.0000
1116	960.00	S 89° 59' 59" W	64.00	1116	0.0000	-960.0000
1117	1024.00	S 89° 59' 59" W</				

DEDICATION STATEMENT:

WE, THE UNDERSIGNED, BEING THE OWNERS AND LIEN HOLDER, DO HERBY ADOPT AND CONFIRM THIS PLAT AND DEDICATE SANCTUARY PLACE AND PORTION OF RENSLAR AVENUE, AS SHOWN HERON, TO PUBLIC USE FOR STREET PURPOSES FOREVER. WE ALSO GUARANTEE THE PAYMNET OF ALL TAXES AND ASSESSMENTS THAT ARE A LIEN ON THE PROPERTY ON THE DATE OF ACCEPTANCE.

OWNER: PANAMA R.E. INVESTMENTS, LLC

BY: _____ DATE: _____

ITS: _____ DATE: _____

STATE OF OHIO)
)ss
COUNTY OF HAMILTON)

BE IT KNOWN THAT ON THIS ____ DAY OF _____, 20____ BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ OF

PANAMA R.E. INVESTMENTS, LLC, WHO, THEN AND THERE, DID ACKNOWLEDGE THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS/HER VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIX MY NOTARY SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVED:

CITY OF CINCINNATI STORMWATER MANAGEMENT UTILITY ENGINEER _____ DATE _____

APPROVED:

SEWER CHIEF ENGINEER, MSD _____ DATE _____

PRIVATE SEWER EASEMENT

THE CITY OF CINCINNATI DOES NOT ACCEPT ANY PRIVATE SEWER EASEMENTS SHOWN ON THIS PLAT AND THE CITY OF CINCINNATI IS NOT OBLIGATED TO MAINTAIN, REPAIR OR OPERATE ANY PRIVATE SEWER LINE WITHIN THE SUBDIVISION. OPERATION AND MAINTENANCE OF ALL PRIVATE SEWER LINES WITHIN THE SUBDIVISION IS THE OBLIGATION OF THE OWNERS OF LOTS IN THE SUBDIVISION USING THE PRIVATE SEWER LINE.

THE PRIVATE STORM WATER EASEMENTS ARE DEPICTED ON THE SANCTUARY AT RIVER GREEN PHASE 1 RECORD PLAT, AS RECORDED IN PLAT BOOK 464, PAGES 73 & 74 H.C.R.O.

PLAT APPROVED BY THE CITY OF CINCINNATI PLANNING COMMISSION ON THE _____ DAY OF _____, 20____ AD.

KATHERINE KEOUGH-JURS
DIRECTOR, DEPARTMENT OF CITY PLANNING

APPROVED AS TO FORM: _____ DATE _____
ASSISTANT CITY SOLICITOR

CITY OF CINCINNATI COUNCIL

THE DEDICATION OF THE RIGHT OF WAY TRACTS DEPICTED ARE ACCEPTED BY THE COUNCIL OF THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BY ORDINANCE # _____ DATED THE _____ DAY OF _____, 20____ A.D.

PATRICK DUHANEY, CINCINNATI CITY MANAGER _____ DATE _____

PRIVATE DRAINAGE LIMITS

PRIVATE DRAINAGE LIMITS SHOWN ON THIS PLAT ARE NOT ACCEPTED BY THE CITY OF CINCINNATI AND THE CITY OF CINCINNATI IS NOT RESPONSIBLE TO MAINTAIN, REPLACE, OR REPAIR CHANNELS OR INSTALLANTONS IN SAID LIMITS. THE SAID LIMITS AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED BY THE OWNER, THEIR ASSIGNS, SUCCESSORS OR HEIRS OF THE ESTATE WITHIN THESE LIMITS. NO STRUCTURES OR STRUCTURE ALTERATIONS, PLANTING OR OTHER MATERIALS AND MODIFICIATIONS SHALL BE PLACED AND/OR MADE, OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, ALTER, OR CHANGE THE DIRECTION OF FLOW OF WATER THROUGH THE DRAINAGE CHANNEL IN THE SAID LIMITS. PERMISSION SHALL BE OBTAINED IN WRITING FROM THE STORMWATER MANAGEMENT UTILITY SECTION OF GREATER CINCINNATI WATER WORKS, CINCINNATI, OHIO PRIOP TO ANY CHANGES TO BE MADE TO SAID LIMITS.

RIGHT OF WAY RESTRICTIONS:

NO PART OF ANY DRIVEWAY APRON WITH THE ROAD RIGHT OF WAY SHALL BE INSTALLED FIVE (5) FEET OF ANY INLET, FIRE HYDRANT, UTILITY POLE OR GUY WIRE ANCHOR.

UNDERGROUND SPRINKLER SYSTEMS SHALL NOT BE PERMITTED WITHIN THE RIGHT OF WAY.

THIS PLAT RECOMMENDED FOR APPROVAL BY THE CITY OF CINCINNATI DEPARTMENT OF TRANSPORTATION AND ENGINEERING THIS _____ DAY OF _____, 20____.

CITY OF CINCINNATI CITY ENGINEER

NOTE:

THE SANCTUARY AT RIVER GREEN SUBDIVISION PHASE 1 RECORD PLAT IS RECORDED IN THE HAMILTON COUNTY RECORSER'S OFFICE AS: PLAT BOOK 464, PAGES 73 & 74 H.C.R.O.

THIS DRAWING REPRESENTS THE SEPERATE INSTRUMENT FOR DEDICATING THE RIGHT OF WAY TRACTS IN THAT SUBDIVISION INDIVIDUALLY. (SEE SHEET 2 OF 2)

CITY OF CINCINNATI ZONING

RF-R -RIVERFRONT RESIDENTIAL/RECREATIONAL DISTRICT

MINIMUM LOT AREA - 4,000 SQ.FT.
MINIMUM LOT AREA ROWHOUSE - 2,000 SQ.FT.
FRONT YARD: 10 FEET
SIDE YARD LEAST WIDTH/SUM: 3 FEET/ 6 FEET
SIDE YARD ROW HOUSE LEAST WIDTH/SUM: 0 FEET / 3 FEET
REAR YARD: 30 FEET
MAXIMUM HEIGHT: 35 FEET
MAXIMUM BUILDING COVERAGE: 60%

OWNER & DEVELOPER
PANAMA R.E. INVESTMENTS, LLC
6638 WYNDWATCH DRIVE
CINCINNATI, OHIO 45230

SURVEY NOTES:

OCCUPATION IN GENERAL FITS SURVEY.
ALL MONUMENTS IN GOOD CONDITION, UNLESS OTHERWISE NOTED.

THE SANCTUARY AT RIVER GREEN
PHASE I
RIGHT OF WAY DEDICATION PLAT

BENNETT TOMPKINS MILITARY SURVEY No.395
ANDERSON TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

BENCHMARKS

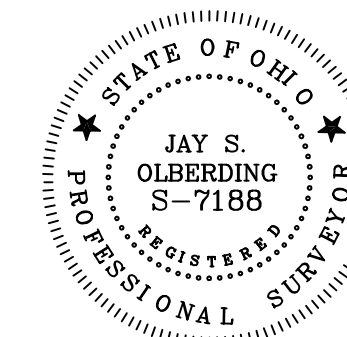
STATION 6965 IS LOCATED AT CALIFORNIA PARK BALLFIELDS ON RENSLAR AVENUE, ONE BLOCK SOUTH OF KELLOGG AVENUE, IN CINCINNATI, OHIO. TO REACH FROM THE FEDERAL BUILDING AT FIFTH AND MAIN STREETS IN DOWNTOWN CINCINNATI. GO EAST ON W. FIFTH STREET FOR 0.30 MI. (0.48KM) TO COLUMBIA PARKWAY. STAY ON COLUMBIA PARKWAY FOR 3.8D MI (6.20 KM) TO DELTA AVENUE, TURN RIGHT ON DELTA AVENUE FOR 0.10 MI (0.16 KM) TO KELLOGG AVENUE, TURN LEFT ONTO KELLOGG FOR 3.80 MI (6.12 KM) TO RENSLAR AVENUE, TURN RIGHT ONTO RENSLAR THE PARK WILL BE SITUATED ON THE LEFT SIDE ONE BLOCK SOUTH OF KELLOGG. STATION IS SET FLUSH WITH THE TOP OF THE GROUND, 25.80 FT (7.86 M) EAST OF THE EAST LINE OF RENSLAR AVENUE, 78.30 FT (23.87 M) SOUTHEAST OF AN ELECTRIC POLE NO T3-76E, AND 33.50 FT (10.21 M) SOUTHWEST OF THE SOUTHWEST END OF A CHAIN LINK BACKSTOP FENCE FOR BALLFIELD NO 2.
ELEVATION: 469.79

STATION 6966 IS LOCATED AT CALIFORNIA PARK BALLFIELDS ON RENSLAR AVENUE, ONE BLOCK SOUTH OF KELLOGG AVENUE, IN CINCINNATI, OHIO. TO REACH FROM THE FEDERAL BUILDING AT FIFTH AND MAIN STREETS IN DOWNTOWN CINCINNATI. GO EAST ON W. FIFTH STREET FOR 0.30 MI. (0.48KM) TO COLUMBIA PARKWAY. STAY ON COLUMBIA PARKWAY FOR 3.85 MI (6.20 KM) TO DELTA AVENUE, TURN RIGHT ON DELTA AVENUE FOR 0.10 MI (0.16 KM) TO KELLOGG AVENUE, TURN LEFT ONTO KELLOGG FOR 3.80 MI (6.12 KM) TO RENSLAR AVENUE, TURN RIGHT ONTO RENSLAR THE PARK WILL BE SITUATED ON THE LEFT SIDE ONE BLOCK SOUTH OF KELLOGG. STATION IS SET FLUSH WITH THE TOP OF THE GROUND, 116.3 FT SOUTHWEST OF ELECTRICAL POLE NO T3-76E, 44.8 FT NORTHWEST OF ELECTRICAL POLE NO T3-77E AND 30.4 FT NORTHEAST OF MANHOLE SET IN A 4 FT CONCRETE BASE.
ELEVATION: 465.92

AREA SUMMARY: FULL SITE

TO BE DEDICATED AS R/W
RENSLAR AVENUE: 0.0689 ACRES
SANCTUARY PLACE: 0.6609 ACRES
TOTAL OF 44 LOTS: 8.0996 ACRES
TOTAL AREA: 8.8294 ACRES

I HEREBY CERTIFY THAT I HAVE SURVEYED THE SUBDIVISION AND VERIFY ALL DIMENSIONS. I HAVE SET NINE (9) MONUMENTS AS SHOWN.

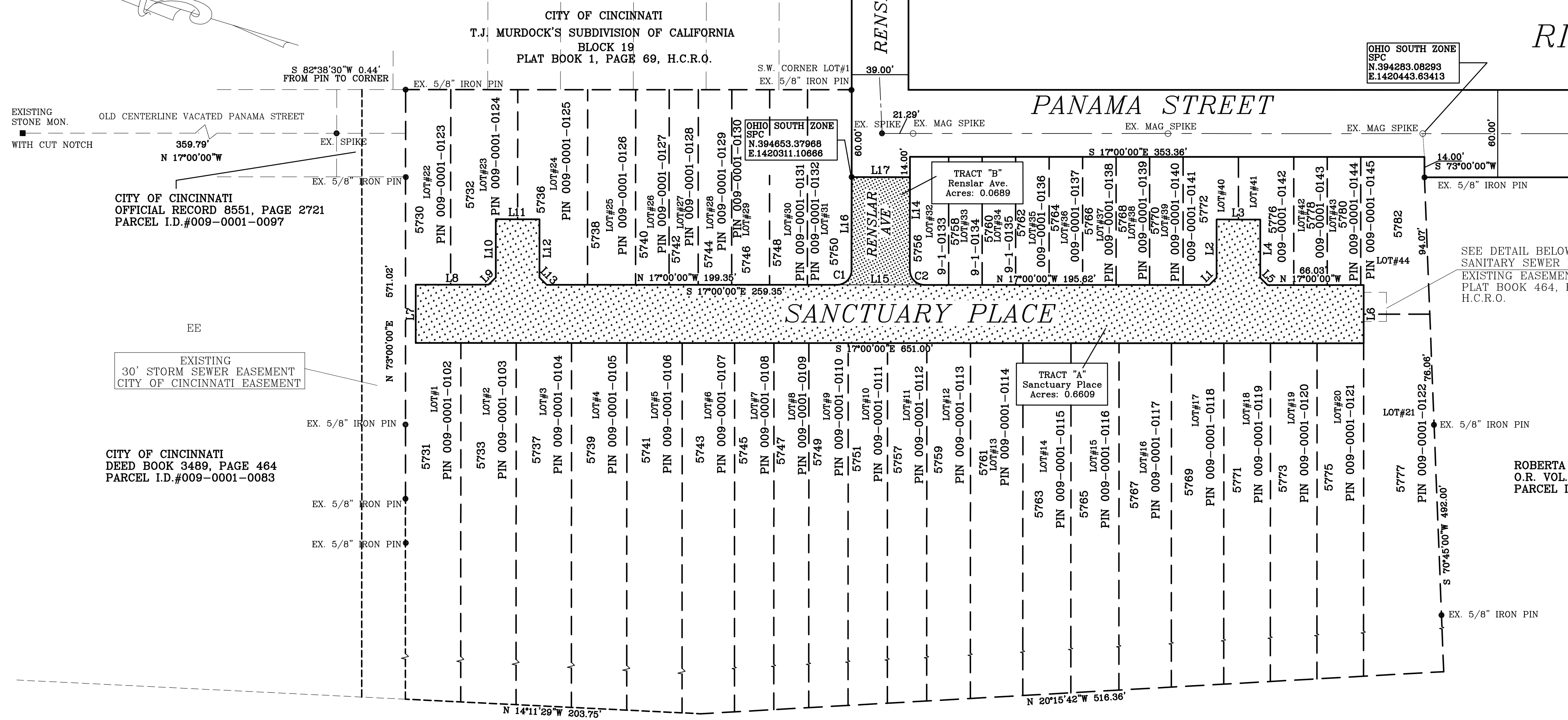
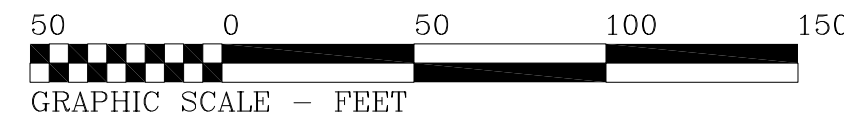


Jay S. Olberding P.S.

JAY S. OLBERDING P.S.
OHIO REGISTERED SURVEYOR #S-7188

DATE: 5/12/20	BY: JSO	REASON: PER CITY OF CINCINNATI.
LANDALE SURVEYING, INC 1008 MAIN STREET - (ST.FT.28) MILFORD OHIO, 45150 PHONE (513) 831-9970 DATE: 4/10/2019 DRAWN BY: MRH SCALE: SHEET 1 OF 2		
DRAWING NUMBER 09-028D		

NOTE: BASIS OF BEARINGS IS THE DEED OF RECORD O.R. VOL. 10762, PAGE 1507 H.C.R.O. THE WESTERLY RIGHT OF WAY LINE OF PANAMA STREET BEARS S.17°00'00" E.



THE SANCTUARY AT RIVER GREEN PHASE I RIGHT OF WAY DEDICATION PLAT

BENNETT TOMPKINS MILITARY SURVEY No.395
ANDERSON TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

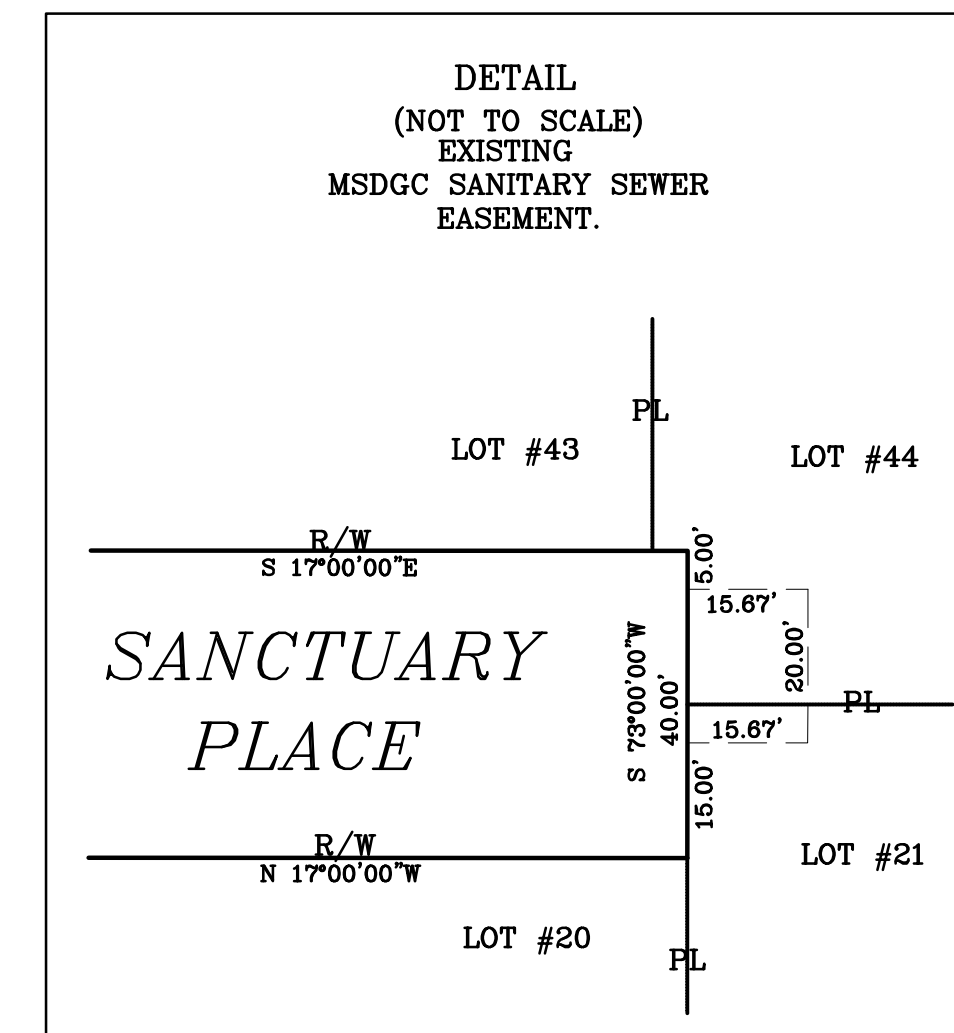
THE SANCTUARY AT RIVER GREEN PHASE I RECORD PLAT IS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE AS: PLAT BOOK 464, PAGE 73 & 74 H.C.R.O.

THIS DRAWING REPRESENTS THE SEPERATE INSTRUMENT FOR DEDICATING THE RIGHT OF WAY TRACTS IN THAT SUBDIVISION INDIVIDUALLY.

NOTE: OCCUPATION IN GENERAL FITS SURVEY.
NOTE: ALL MONUMENTS IN GOOD CONDITION, UNLESS OTHERWISE NOTED.

OWNER/DEVELOPER: PANAMA R.E. INVESTMENTS LLC

ROBERTA R. CHRIST
O.R. VOL. 8362, PAGE 261
PARCEL I.D.#009-0001-0084



Course	Bearing	Distance
L1	S 62°00'00" E	7.07'
L2	N 73°00'00" E	40.00'
L3	S 17°00'00" E	30.00'
L4	S 73°00'00" W	40.00'
L5	S 28°00'00" W	7.07'
L6	S 73°00'00" W	40.00'
L7	N 73°00'00" E	40.00'
L8	S 17°00'00" E	50.00'
L9	S 62°00'00" E	7.07'
L10	N 73°00'00" E	40.00'
L11	S 17°00'00" E	30.00'
L12	S 73°00'00" W	40.00'
L13	S 28°00'00" W	7.07'
L14	S 73°00'00" W	64.00'
L15	S 17°00'00" W	60.00'
L16	N 73°00'00" E	64.00'
L17	S 17°00'00" E	40.00'

Curve	Radius	Tangent	Length	Chord	Chord Bear.
C1	10.00'	10.00'	15.71'	14.14'	S 62°00'00" E
C2	10.00'	10.00'	15.71'	14.14'	S 28°00'00" W

TRACT "A" 0.6609 Acres

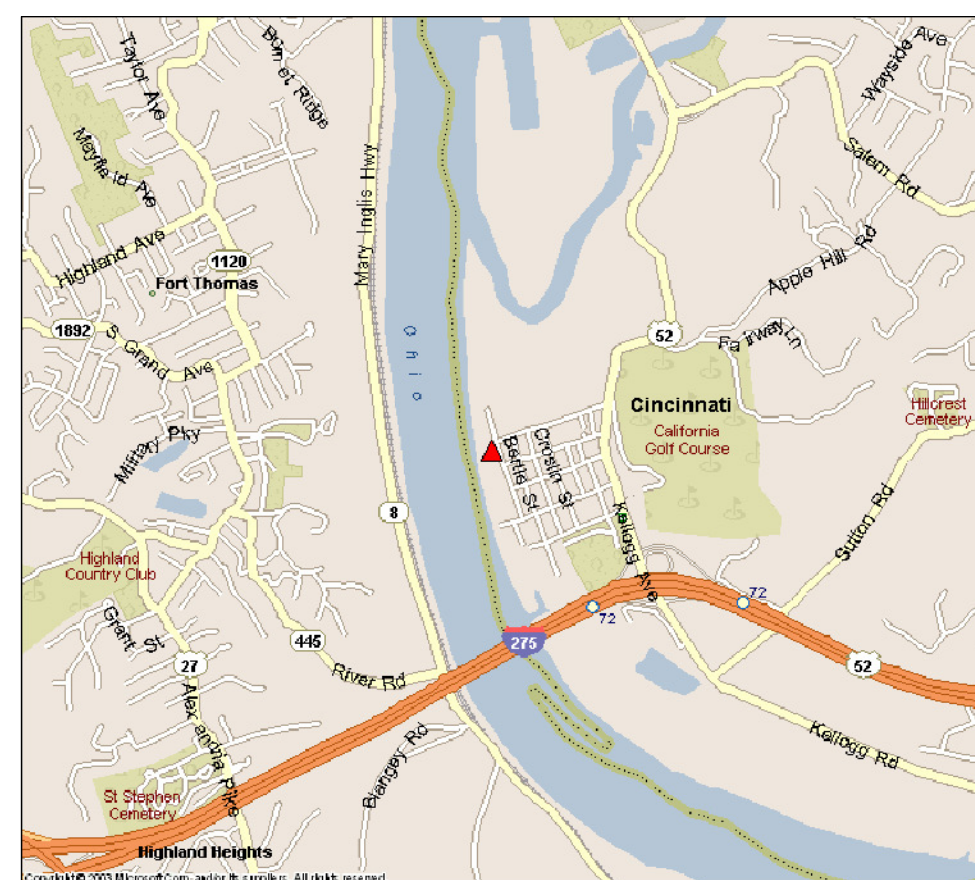
Sanctuary Place Point	Int-Angle	Bearing	Distance	Point	North	East
1037		S 17°00'00" E	195.62	1062	4424.2153	5062.2514
1062	225°00'00"	S 62°00'00" E	7.07	1061	4420.8967	5068.4939
1061	225°00'00"	N 73°00'00" E	40.00	1060	4432.5916	5106.7461
1060	90°00'00"	S 17°00'00" E	30.00	1058	4403.9024	5115.5172
1058	90°00'00"	S 73°00'00" W	40.00	1057	4392.2076	5077.2650
1057	225°00'00"	S 28°00'00" W	7.07	1056	4385.9651	5073.9459
1056	225°00'00"	S 17°00'00" E	66.03	1095	4322.8203	5093.2512
1095	90°00'00"	S 73°00'00" W	40.00	1079	4311.1254	5054.9990
1079	90°00'00"	N 17°00'00" W	651.00	1026	4933.6798	4964.6650
1026	90°00'00"	N 73°00'00" E	40.00	1025	4945.3747	4902.9172
1025	90°00'00"	S 17°00'00" E	50.00	1024	4897.5559	4917.5358
1024	225°00'00"	S 62°00'00" E	7.07	1023	4894.2403	4923.7782
1023	225°00'00"	N 73°00'00" E	40.00	1022	4895.9352	4969.0304
1022	90°00'00"	S 17°00'00" E	30.00	1027	4877.2460	4970.8016
1027	90°00'00"	S 73°00'00" W	40.00	1028	4865.5512	4932.5494
1028	225°00'00"	S 28°00'00" W	7.07	1029	4859.3087	4929.2302
1029	225°00'00"	S 17°00'00" E	259.35	1037	4611.2911	5005.0568
1037	180°00'00"					

Perimeter: 1550.28 Accum.Perimeter: 1550.28
Approx. Sq. Feet: 28789.9 Acres: 0.6609
Approx. Accum. - Sq. Feet: 28789.9 Acres: 0.6609

TRACT "B" 0.0689 Acres

RENSLAR AVE Point	Int-Angle	Bearing	Distance	Point	North	East
554		S 73°00'00" W	64.00	1035	4623.7745	5011.6956
1035		S 17°00'00" E	10.00	1036	4614.2119	5014.6207
1036		90°00'00"	10.00	1037	4611.2896	5005.0572
1037		S 28°00'00" W	14.14	1037	4611.2896	5005.0572
1037		45°00'00"	60.00	1032	4668.6879	4987.5149
1032		S 17°00'00" E	10.00	1034	4671.5931	4997.0775
1034		90°00'00"	10.00	1033	4662.0296	4999.9998
1033		S 62°00'00" E	14.14	1033	4662.0296	4999.9998
1033		225°00'00"	64.00	46	4880.7414	5081.2033
46		90°00'00"	40.00	554	4642.4892	5072.9982
554		90°00'00"				

Perimeter: 259.42 Accum.Perimeter: 259.42
Approx. Sq. Feet: 3003.1 Acres: 0.0689
Approx. Accum. - Sq. Feet: 3003.1 Acres: 0.0689



VICINITY - MAP
N.T.S.

DATE: 5/12/20
BY: REASON:
PER CITY OF CINCINNATI.

LANSDALE SURVEYING, INC
1008 MAIN STREET - (ST. RT. 26)
MILFORD OHIO, 45150 PHONE (513) 831-8970

DRAWING NUMBER: 09-028D
DATE: 4/10/2019
SCALE: 1"=50'
DRAWN BY: MRH
SHEET 2 OF 2

Date: January 13, 2021

To: Mayor and Members of City Council **202100097**
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – GRANT OF ENCROACHMENT EASEMENTS – RGW DEVELOPMENT, LLC (3657 and 3658 COLUMBUS AVENUE)

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of RGW Development, LLC pursuant to which the City of Cincinnati will grant driveway encroachment easement to construct and maintain paved driveways upon portions of the Columbus Avenue public right-of-way in the Hyde Park neighborhood of Cincinnati.

RGW Development, LLC (“Grantee”) owns the properties located at 3657 and 3658 Columbus Avenue in the Hyde Park neighborhood and has requested a driveway encroachment easement to construct and maintain paved driveways upon portions of the Columbus Avenue public right-of-way.

The City has determined that granting the easement to Grantee is not adverse to the City’s retained interest in the public right-of-way.

The fair market value of the easements is approximately \$5,800 which Grantee has deposited with the City Treasurer.

The City Planning Commission approved the easements at its meeting on December 18, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Easement

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

City of Cincinnati

CHM *AWB*

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of RGW Development, LLC pursuant to which the City of Cincinnati will grant a driveway encroachment easement to construct and maintain paved driveways upon portions of the Columbus Avenue public right-of-way in the Hyde Park neighborhood of Cincinnati.

WHEREAS, RGW Development, LLC, an Ohio limited liability company (“Grantee”), owns the properties located at 3657 and 3658 Columbus Avenue in the Hyde Park neighborhood of Cincinnati; and

WHEREAS, the City of Cincinnati owns the adjoining Columbus Avenue public right-of-way, which is under the management of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, Grantee has requested a driveway encroachment easement from the City, as more particularly depicted and described in the *Grant of Easement* attached to this ordinance as Attachment A and incorporated by reference, to construct and maintain paved driveways upon portions of the Columbus Avenue public right-of-way; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that granting the easement to Grantee is not adverse to the City’s retained interest in the public right-of-way; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the encumbrance 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’s Real Estate Services Division has determined by appraisal that the fair market value of the easement is approximately \$5,800, which has been deposited with the City Treasurer; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easement at its meeting on December 18, 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 *Grant of Easement* in favor of RGW Development, LLC, an Ohio limited liability company (“Grantee”), owner of the

properties located at 3657 and 3658 Columbus Avenue in Cincinnati, in substantially the form attached to this ordinance as Attachment A and incorporated by reference herein, pursuant to which the City of Cincinnati will grant to Grantee an encroachment easement to construct and maintain paved driveways upon portions of the Columbus Avenue public right-of-way.

Section 2. That granting the easement to Grantee is not adverse to the City's retained interest in the Columbus Avenue public right-of-way.

Section 3. That it is in the best interest of the City to grant the easement without competitive bidding because, as a practical matter, no one other than Grantee, the owner of real property abutting either side of the existing right of way, would have any use for the easement.

Section 4. That the fair market value of the easement, as determined by appraisal by the City's Real Estate Services Division, is approximately \$5,800, which has been deposited with the City Treasurer.

Section 5. That the proceeds from the *Grant of Easement* 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 easements, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.

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

Section 7. That the City Manager and other appropriate City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the *Grant of Easement*, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

Section 8. 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

[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Columbus Avenue, Cincinnati

GRANT OF EASEMENT

This Grant of Easement is made as of the Effective Date, as defined by the signature page hereof, by the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **RGW DEVELOPMENT, LLC**, an Ohio limited liability company, whose address is 739 Kroger Valley Drive, Cincinnati, OH 45226 ("**Grantee**").

Recitals:

A. The City owns the public right-of-way known as Columbus Avenue in Cincinnati, which is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. By virtue of a *Quitclaim Deed* recorded on April 18, 2019, in Official Record 13899, Page 1771, Hamilton County, Ohio Records, Grantee owns certain real property that abuts either side of the unimproved Columbus Avenue right-of-way, namely, 3657 Columbus Avenue (west side) and 3658 Columbus Avenue (east side), as more particularly described on Exhibit A (*Legal Description - Benefitted Properties*) hereto (the "**Benefitted Properties**"). The Benefitted Properties consist of vacant land on which Grantee desires to build two single-family residences (the "**Structures**").

C. Grantee has requested a non-exclusive easement to construct pavement for driveways (the "**Pavement**") that will encroach upon portions of the Columbus Avenue right-of-way, as described on Exhibit B (*Legal Description - Easement Areas*) and depicted on Exhibit C (*Easement Plat*) hereto (the "**Driveway Encroachment Easements**", and the "**Easement Areas**", as applicable) to serve the Structures on the Benefitted Properties.

D. The surface of Columbus Avenue right-of-way requested by Grantee for the Driveway Encroachment Easements is not currently being used for transportation or other municipal purposes, and therefore the City is agreeable to grant to Grantee the Driveway Encroachment Easements.

E. The City Manager, in consultation with DOT, has determined that granting the Driveway Encroachment Easements to Grantee will not have an adverse effect on the City's retained interest in the Columbus Avenue public right-of-way.

F. The fair market value of the Driveway Encroachment Easements, as determined by professional appraisal by the City's Real Estate Services Division, is \$5,800 which has been deposited with the City Treasurer.

G. City Planning Commission, having the authority to approve the change in use of City-owned property, approved the Driveway Encroachment Easements at its meeting on December 18, 2020.

H. Execution of this instrument was authorized by Ordinance No. ____-2021, passed by Cincinnati City Council on _____, 2021.

NOW THEREFORE, for and in consideration of the amount hereinabove stated, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Properties, a non-exclusive encroachment easement over the Easement Areas for those portions of the Improvements that encroach upon the Columbus Avenue right-of-way, as described on Exhibit B, and depicted on Exhibit C, hereto for the construction, surfacing, use, maintenance, repair, reconstruction resurfacing, and removal of the Improvements. Grantee acknowledges that the Driveway Encroachment Easements are non-exclusive and agrees that it shall not do anything to interfere with the use of the Easement Areas by the City for municipal purposes. As a material inducement to the City to grant the Driveway Encroachment Easements, Grantee hereby agrees on behalf of itself, its successors-in-interest, and assigns to erect at no expense to the City, a fence along the Benefitted Properties' northern boundary lines and extending along the northern boundary line of the Easement Areas (the "**Fence**").

2. **Construction of the Improvements.** Grantee shall be solely responsible for all costs associated with the design and construction of the Pavement and the Fence (collectively, the "**Improvements**"). Prior to construction, Grantee shall submit all drawings and obtain all permits as required by DOTE. Grantee shall ensure full compliance with all City standards, policies and guidelines and shall promptly remove and correct non-conforming work as directed by DOTE. Upon Grantee's completion of construction of the Improvements, the Improvements shall not be altered, removed or relocated, nor shall any other improvements be constructed within the Easement Areas, without the City's prior written consent. Grantee shall be solely responsible for repairing any and all damage to above-ground or underground utilities in the vicinity caused by Grantee's construction, maintenance and repair of the Improvements.

3. **Maintenance and Repairs.** Grantee, its successors-in-interest, and assigns at no cost to the City, shall at all times keep and maintain the Improvements (and any and all other future improvements within the Easement Areas that may be constructed by Grantee, its successors-in-interest, and assigns, with the City's prior written consent) in a continuous state of good and safe condition and repair as determined by DOTE, including without limitation promptly repairing any and all damage thereto, no matter how caused. Grantee hereby acknowledges and covenants on behalf of itself, its successors-in-interest, and assigns that the Improvements shall be jointly and severally managed, maintained, repaired, replaced and paid for by Grantee, its successors-in-interest, and assigns. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the Easement Areas ("**Third Party Utility Lines**"). In connection with Grantee's activities within the Easement Areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utility Lines, and shall, at Grantee's expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee's activities shall be handled entirely at Grantee's expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

4. **Default.** If Grantee, its successors-in-interest, or assigns fail to perform any required work under sections 2 or 3 hereof, and fails to address the same to DOTE's satisfaction within thirty (30)

days after receiving written notice thereof from DOTE, the City shall have right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be jointly and severally liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Properties until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's office to memorialize any outstanding amounts due under this instrument.

5. Waiver; Indemnification. As a material inducement to the City to grant the Driveway Encroachment Easements described herein, for the benefit of the Benefitted Properties, (i) Grantee on behalf of itself, its successors-in-interest, and assigns hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Driveway Encroachment Easements or incidents occurring within the Easement Areas, no matter how caused, and (ii) Grantee, its successors-in-interest, and assigns agree to defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, use, maintenance, repair, alteration, relocation, removal, and any and all other activities undertaken by Grantee pursuant to this instrument or otherwise related to the Improvements. If deemed appropriate by the City now or in the future, Grantee, its successors-in-interest, and assigns shall maintain a policy of liability insurance pertaining to its use of the Improvements, in a form acceptable to the City, naming the City as an additional insured.

6. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City and Grantee and their respective successors-in-interest, and assigns with respect to the Easement Areas and the Benefitted Properties.

7. Termination. Notwithstanding anything in this instrument to the contrary, if at any time the City decides to further improve (or permit the improvement of) Columbus Avenue for transportation or other municipal purposes, the City shall have the right to require Grantee to redesign, relocate and/or remove the Improvements, at no cost to the City; provided, however that no such redesign, relocation or removal shall result in the permanent blockage of pedestrian or vehicular access to the Benefitted Properties.

8. Coordinated Report Conditions. Notwithstanding anything in this instrument to the contrary, the following conditions shall apply:

(A) DOTE:

(i) Existing turn-around and road ends signage shall not be disturbed and that vehicles, including Police/Fire/Single Unit Delivery) shall be able to continue to maneuver safely.

(ii) The Improvements shall not cause drainage problems that will adversely impact surrounding properties. Grantee, its successors-in-interest, and assigns shall be responsible for any and all property damage caused by stormwater runoff and drainage issues caused by, or related to, the Improvements.

(iii) Driveway aprons within the public right-of-way must be 7" thick concrete in accordance with City Standard Drawing ACC. NO. 21436. Remainder of driveway in the right of way must be constructed with a hard surface such as concrete, asphalt or pavers.

(iv) 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.

(v) No private utilities shall be installed in the right-of-way unless the petitioner requesting the installation of such private utilities shall first become a member and maintain membership of OUPS (Ohio Utility Protection Service), by calling 1-800-362-2764, if not already a member. Membership is required before a permit will be issued. Failure to maintain membership will result in the property owner being responsible for repairs due to damage caused by excavations performed by utility companies, the city, or a permitted contractor.

9. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Benefitted Property*
Exhibit B – *Legal Description -Easement Areas*
Exhibit C – *Easement Plat (depicting Grantee's Property & Easement Area)*

[Remainder of this Page is Intentionally Blank; Signature Pages to Follow]

Executed by the City of Cincinnati on the date of acknowledgement indicated below (the "Effective Date").

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 hereby.

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

ACKNOWLEDGED AND ACCEPTED BY:
RGW DEVELOPMENT, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of **RGW DEVELOPMENT, LLC**, an Ohio limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

This instrument prepared by:

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

EXHIBIT A
BENEFITTED PROPERTIES

Tract I:
Parcel Id(s): 040-0005(0228 (& 229 cons.))

CONS

Description for: RGW – 0.2074 Acres
Location: City of Cincinnati, Wasson Way & Columbus Avenue (West Side)

Situated in Section 27, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at an existing MAG Nail at the intersection of the centerline of Paxton Avenue and the south right-of-way line of Wasson Road;

Thence with the said south line of Wasson Road, North 84°16'22" West, 598.88 feet a point in the west line of Columbus Avenue;

Thence with the said west line of Columbus Avenue, South 05°52'06" West, 27.31 feet to a set Iron Pin and the POINT OF BEGINNING.

Thence continuing with the said west line of Columbus Avenue, South 05°52'06" West, 51.52 feet to a set Cross Notch at the northeast corner of a tract conveyed to Andrew E. W. Jones, as recorded in Official Record 13250, Page 1671 of the Hamilton County Recorder's Office;

Thence along the north line of said Andrew E. W. Jones, North 84°10'22" West, 125.00 feet to a recovered Iron Pin and Cap stamped G J Berding Surveying Inc, at the southeast corner of a tract conveyed to Travis A. Cotterman, as recorded in Official Record 10890, Page 65 of the Hamilton County Recorder's Office and the northeast corner of a tract conveyed to Denise N. Crawley as recorded in Official Record 13379, Page 178 of the Hamilton County Recorder's Office;

Thence along the east and north lines of said Andrew E. W. Jones, North 05°52'06" East, 30.00 feet to a set Iron Pin AND North 84°10'22" West, 125.00 feet to a set Iron Pin in the east line of Monteith Avenue;

Thence along the east line of said Monteith Avenue, North 05°52'06" East, 20.77 feet to a set Iron Pin;

Thence South 84°20'39" East, 250.00 feet to the POINT OF BEGINNING.

CONTAINING 0.2074 ACRES.

The above described parcel being part of those lands conveyed to Norfolk & Western Railway, as recorded in Deed Book 2196, Page 452 of the Hamilton County Recorder's Office and identified as Hamilton County Auditor's Parcel No. 040-0005-0228 & 0229 (Cons);

The bearings are based on the State Plane Coordinate System, Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G J BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018. Based on an Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018.

Tract II:

Parcel Id: 039-0006-0009

Description for: RGW – 0.1588 Acres

Location: City of Cincinnati, Wasson Way & Columbus Avenue (East Side)

Situated in Section 27, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at an existing MAG Nail at the intersection of the centerline of Paxton Avenue and the south right-of-way line of Wasson Road;

Thence with the said south line of Wasson Road, North 84°16'22" West, 577.55 feet to a recovered Iron Pin and Cap stamped G J Berding Surveying Inc at the northwest corner of a tract conveyed to the City of Cincinnati, as recorded in Official Record 13259, Page 1793 of the Hamilton County Recorder's Office and known as Hamilton County Auditor's Parcel No. 039-0005-0168;

Thence along the west and south lines of said City of Cincinnati, South 05°28'21" West, 30.00 feet to a recovered Iron Pin and Cap stamped G J Berding Surveying Inc AND South 84°16'22" East, 18.47 feet to a set Iron Pin in the east line of Columbus Avenue, and the POINT OF BEGINNING.

Thence continuing along said south line of the City of Cincinnati, South 84°16'22" East, 172.90 feet to a set Iron Pin at the northwest corner of a tract conveyed to Michael R. Boldt & Amy M. Boldt, as recorded in Official Record 13585, Page 853 of the Hamilton County Recorder's Office;

Thence along the west line of said Michael R. Boldt & Amy M. Boldt, South 05°52'08" West, 40.00 feet to a set Iron Pin at the northeast corner of a tract conveyed to Todd D. Kelly & Mary L. Pearce, as recorded in Official Record 13660, Page 1922 of the Hamilton County Recorder's Office;

Thence along the north line of said Todd D. Kelly & Mary L. Pearce, and the north lines of tracts conveyed to Michael Alan Jarjosa, as recorded in Official Record 13374, Page 1311 of the Hamilton County Recorder's Office, Todd N. Marinelli as recorded in Official Record 10606, Page 1791 of the Hamilton County Recorder's Office and Joshua D. Joseph & Erin E. Boyer as recorded in Official Record 13029, Page 1051 of the Hamilton County Recorder's Office, North 84°16'22" West, 172.90 feet to a set Iron Pin in the east line of aforesaid Columbus Avenue;

Thence along said east line of Columbus Avenue, North 05°52'06" East, 40.00 feet to the POINT OF BEGINNING.

CONTAINING 0.1588 ACRES.

The above described parcel being part of those lands conveyed to Norfolk & Western Railway, as recorded in Deed Book 2196, Page 452 of the Hamilton County Recorder's Office and identified as Hamilton County Auditor's Parcel No. 039-0006-0009;

The bearings are based on the State Plane Coordinate System, Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G J BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018. Based on an Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018.

EXHIBIT B
LEGAL DESCRIPTION EASEMENT AREAS

Situate in Section 27, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, City of Cincinnati, Hamilton County, Ohio, being an Ingress/Egress and Access Easement over and across a portion of Columbus Avenue south of the intersection with Wasson Road, more particularly described as follows:

Beginning at the southeast corner of a 0.2074-acre parcel of land conveyed to RGW Development, LLC by deed recorded in Official Record 13899, Page 1771, Tract I, said point also being in the east line of Lot 30 of Sunset Park Subdivision recorded in Plat Book 12, Page 26A, Hamilton County, Ohio Recorder's Office;

Thence with the east line of said 0.2074 acres, North 05°52'06" East, 43.18 feet to a point;

Thence South 84°07'54" East, 40.00 feet to a point in the west line of a 0.1588-acre parcel of land conveyed to RGW Development, LLC by deed recorded in Official Record 13899, Page 1771, Tract II, Hamilton County, Ohio Recorder's Office;

Thence with the west line of said 0.1588 acres, South 05°52'06" West, 34.25 feet to the southwest corner of said 0.1588 acres;

Thence South 83°17'13" West, 40.98 feet to the point of beginning.

Containing 0.0355 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared from a Plat of Survey by McGill Smith Punshon, Inc. dated August 24, 2020. The bearings in the above description are based on, Ohio South Zone, State Plane Coordinate System.



Prepared by: McGill Smith Punshon, Inc.
Date: August 24, 2020
MSP No.: 20124.01

20124013-11641g.egr



McGill Smith Punshon, Inc.
3700 Park 42 Drive, Suite 1908 • Cincinnati, Ohio 45241
513.759.0004 • Fax 513.563.7099 • www.mspdesign.com



[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Columbus Avenue, Cincinnati

GRANT OF EASEMENT

This Grant of Easement is made as of the Effective Date, as defined by the signature page hereof, by the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **RGW DEVELOPMENT, LLC**, an Ohio limited liability company, whose address is 739 Kroger Valley Drive, Cincinnati, OH 45226 ("**Grantee**").

Recitals:

A. The City owns the public right-of-way known as Columbus Avenue in Cincinnati, which is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. By virtue of a *Quitclaim Deed* recorded on April 18, 2019, in Official Record 13899, Page 1771, Hamilton County, Ohio Records, Grantee owns certain real property that abuts either side of the unimproved Columbus Avenue right of way, namely, 3657 Columbus Avenue (west side) and 3658 Columbus Avenue (east side), as more particularly described on Exhibit A (*Legal Description - Benefitted Properties*) hereto (the "**Benefitted Properties**"). The Benefitted Properties consist of vacant land on which Grantee desires to build two single-family residences (the "**Structures**").

C. Grantee has requested a non-exclusive easement to construct pavement for driveways (the "**Pavement**") that will encroach upon portions of the Columbus Avenue right of way, as described on Exhibit B (*Legal Description – Easement Areas*) and depicted on Exhibit C (*Easement Plat*) hereto (the "**Driveway Encroachment Easements**", and the "**Easement Areas**", as applicable) to serve the Structures on the Benefitted Properties.

D. The surface of Columbus Avenue right of way requested by Grantee for the Driveway Encroachment Easements is not currently being used for transportation or other municipal purposes, and therefore the City is agreeable to grant to Grantee the Driveway Encroachment Easements.

E. The City Manager, in consultation with DOT, has determined that granting the Driveway Encroachment Easements to Grantee will not have an adverse effect on the City's retained interest in the Columbus Avenue public right of way.

F. The fair market value of the Driveway Encroachment Easements, as determined by professional appraisal by the City's Real Estate Services Division, is \$5,800 which has been deposited with the City Treasurer.

G. City Planning Commission, having the authority to approve the change in use of City-owned property, approved the Driveway Encroachment Easements at its meeting on December 18, 2020.

H. Execution of this instrument was authorized by Ordinance No. ____-2021, passed by Cincinnati City Council on _____, 2021.

NOW THEREFORE, for and in consideration of the amount hereinabove stated, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Properties, a non-exclusive encroachment easement over the Easement Areas for those portions of the Improvements that encroach upon the Columbus Avenue right of way, as described on Exhibit B, and depicted on Exhibit C, hereto for the construction, surfacing, use, maintenance, repair, reconstruction resurfacing, and removal of the Improvements. Grantee acknowledges that the Driveway Encroachment Easements are non-exclusive and agrees that it shall not do anything to interfere with the use of the Easement Areas by the City for municipal purposes. As a material inducement to the City to grant the Driveway Encroachment Easements, Grantee hereby agrees on behalf of itself, its successors-in-interest, and assigns to erect at no expense to the City, a fence along the Benefitted Properties' northern boundary lines and extending along the northern boundary line of the Easement Areas (the "**Fence**").

2. **Construction of the Improvements.** Grantee shall be solely responsible for all costs associated with the design and construction of the Pavement and the Fence (collectively, the "**Improvements**"). Prior to construction, Grantee shall submit all drawings and obtain all permits as required by DOTE. Grantee shall ensure full compliance with all City standards, policies and guidelines and shall promptly remove and correct non-conforming work as directed by DOTE. Upon Grantee's completion of construction of the Improvements, the Improvements shall not be altered, removed or relocated, nor shall any other improvements be constructed within the Easement Areas, without the City's prior written consent. Grantee shall be solely responsible for repairing any and all damage to above-ground or underground utilities in the vicinity caused by Grantee's construction, maintenance and repair of the Improvements.

3. **Maintenance and Repairs.** Grantee, its successors-in-interest, and assigns at no cost to the City, shall at all times keep and maintain the Improvements (and any and all other future improvements within the Easement Areas that may be constructed by Grantee, its successors-in-interest, and assigns, with the City's prior written consent) in a continuous state of good and safe condition and repair as determined by DOTE, including without limitation promptly repairing any and all damage thereto, no matter how caused. Grantee hereby acknowledges and covenants on behalf of itself, its successors-in-interest, and assigns that the Improvements shall be jointly and severally managed, maintained, repaired, replaced and paid for by Grantee, its successors-in-interest, and assigns. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the Easement Areas ("**Third Party Utility Lines**"). In connection with Grantee's activities within the Easement Areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utility Lines, and shall, at Grantee's expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee's activities shall be handled entirely at Grantee's expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

4. **Default.** If Grantee, its successors-in-interest, or assigns fail to perform any required work under sections 2 or 3 hereof, and fails to address the same to DOTE's satisfaction within thirty (30)

days after receiving written notice thereof from DOTE, the City shall have right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be jointly and severally liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Properties until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's office to memorialize any outstanding amounts due under this instrument.

5. Waiver; Indemnification. As a material inducement to the City to grant the Driveway Encroachment Easements described herein, for the benefit of the Benefitted Properties, (i) Grantee on behalf of itself, its successors-in-interest, and assigns hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Driveway Encroachment Easements or incidents occurring within the Easement Areas, no matter how caused, and (ii) Grantee, its successors-in-interest, and assigns agree to defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, use, maintenance, repair, alteration, relocation, removal, and any and all other activities undertaken by Grantee pursuant to this instrument or otherwise related to the Improvements. If deemed appropriate by the City now or in the future, Grantee, its successors-in-interest, and assigns shall maintain a policy of liability insurance pertaining to its use of the Improvements, in a form acceptable to the City, naming the City as an additional insured.

6. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City and Grantee and their respective successors-in-interest, and assigns with respect to the Easement Areas and the Benefitted Properties.

7. Termination. Notwithstanding anything in this instrument to the contrary, if at any time the City decides to further improve (or permit the improvement of) Columbus Avenue for transportation or other municipal purposes, the City shall have the right to require Grantee to redesign, relocate and/or remove the Improvements, at no cost to the City; provided, however that no such redesign, relocation or removal shall result in the permanent blockage of pedestrian or vehicular access to the Benefitted Properties.

8. Coordinated Report Conditions. Notwithstanding anything in this instrument to the contrary, the following conditions shall apply:

(A) DOTE:

(i) Existing turn-around and road ends signage shall not be disturbed and that vehicles, including Police/Fire/Single Unit Delivery) shall be able to continue to maneuver safely.

(ii) The Improvements shall not cause drainage problems that will adversely impact surrounding properties. Grantee, its successors-in-interest, and assigns shall be responsible for any and all property damage caused by stormwater runoff and drainage issues caused by, or related to, the Improvements.

(iii) Driveway aprons within the public right of way must be 7" thick concrete in accordance with City Standard Drawing ACC. NO. 21436. Remainder of driveway in the right of way must be constructed with a hard surface such as concrete, asphalt or pavers.

(iv) 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.

(v) No private utilities shall be installed in the right of way unless the petitioner requesting the installation of such private utilities shall first become a member and maintain membership of OUPS (Ohio Utility Protection Service), by calling 1-800-362-2764, if not already a member. Membership is required before a permit will be issued. Failure to maintain membership will result in the property owner being responsible for repairs due to damage caused by excavations performed by utility companies, the city, or a permitted contractor.

9. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Benefitted Property*
Exhibit B – *Legal Description -Easement Areas*
Exhibit C – *Easement Plat (depicting Grantee’s Property & Easement Area)*

[Remainder of this Page is Intentionally Blank; Signature Pages to Follow]

Executed by the City of Cincinnati on the date of acknowledgement indicated below (the “**Effective Date**”).

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 hereby.

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

ACKNOWLEDGED AND ACCEPTED BY:
RGW DEVELOPMENT, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of **RGW DEVELOPMENT, LLC**, an Ohio limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

This instrument prepared by:

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

EXHIBIT A
BENEFITTED PROPERTIES

Tract I:
Parcel Id(s): 040-0005(0228 (& 229 cons.))

CONS

Description for: RGW – 0.2074 Acres
Location: City of Cincinnati, Wasson Way & Columbus Avenue (West Side)

Situated in Section 27, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at an existing MAG Nail at the intersection of the centerline of Paxton Avenue and the south right-of-way line of Wasson Road;

Thence with the said south line of Wasson Road, North 84°16'22" West, 598.88 feet a point in the west line of Columbus Avenue;

Thence with the said west line of Columbus Avenue, South 05°52'06" West, 27.31 feet to a set Iron Pin and the POINT OF BEGINNING.

Thence continuing with the said west line of Columbus Avenue, South 05°52'06" West, 51.52 feet to a set Cross Notch at the northeast corner of a tract conveyed to Andrew E. W. Jones, as recorded in Official Record 13250, Page 1671 of the Hamilton County Recorder's Office;

Thence along the north line of said Andrew E. W. Jones, North 84°10'22" West, 125.00 feet to a recovered Iron Pin and Cap stamped G J Berding Surveying Inc, at the southeast corner of a tract conveyed to Travis A. Cotterman, as recorded in Official Record 10690, Page 65 of the Hamilton County Recorder's Office and the northeast corner of a tract conveyed to Denise N. Crawley as recorded in Official Record 13379, Page 178 of the Hamilton County Recorder's Office;

Thence along the east and north lines of said Andrew E. W. Jones, North 05°52'06" East, 30.00 feet to a set Iron Pin AND North 84°10'22" West, 125.00 feet to a set Iron Pin in the east line of Monteith Avenue;

Thence along the east line of said Monteith Avenue, North 05°52'06" East, 20.77 feet to a set Iron Pin;

Thence South 84°20'39" East, 250.00 feet to the POINT OF BEGINNING.

CONTAINING 0.2074 ACRES.

The above described parcel being part of those lands conveyed to Norfolk & Western Railway, as recorded in Deed Book 2196, Page 452 of the Hamilton County Recorder's Office and identified as Hamilton County Auditor's Parcel No. 040-0005-0228 & 0229 (Cons);

The bearings are based on the State Plane Coordinate System, Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G J BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018. Based on an Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018.

Tract II:

Parcel Id: 039-0006-0009

Description for: RGW – 0.1588 Acres

Location: City of Cincinnati, Wasson Way & Columbus Avenue (East Side)

Situated in Section 27, Town 4, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at an existing MAG Nail at the intersection of the centerline of Paxton Avenue and the south right-of-way line of Wasson Road;

Thence with the said south line of Wasson Road, North 84°16'22" West, 577.55 feet to a recovered Iron Pin and Cap stamped G J Berding Surveying Inc at the northwest corner of a tract conveyed to the City of Cincinnati, as recorded in Official Record 13259, Page 1793 of the Hamilton County Recorder's Office and known as Hamilton County Auditor's Parcel No. 039-0005-0168;

Thence along the west and south lines of said City of Cincinnati, South 05°28'21" West, 30.00 feet to a recovered Iron Pin and Cap stamped G J Berding Surveying Inc AND South 84°16'22" East, 18.47 feet to a set Iron Pin in the east line of Columbus Avenue, and the POINT OF BEGINNING.

Thence continuing along said south line of the City of Cincinnati, South 84°16'22" East, 172.90 feet to a set Iron Pin at the northwest corner of a tract conveyed to Michael R. Boldt & Amy M. Boldt, as recorded in Official Record 13585, Page 853 of the Hamilton County Recorder's Office;

Thence along the west line of said Michael R. Boldt & Amy M. Boldt, South 05°52'06" West, 40.00 feet to a set Iron Pin at the northeast corner of a tract conveyed to Todd D. Kelly & Mary L. Pearce, as recorded in Official Record 13660, Page 1922 of the Hamilton County Recorder's Office;

Thence along the north line of said Todd D. Kelly & Mary L. Pearce, and the north lines of tracts conveyed to Michael Alan Jarjosa, as recorded in Official Record 13374, Page 1311 of the Hamilton County Recorder's Office, Todd N. Marinelli as recorded in Official Record 10606, Page 1791 of the Hamilton County Recorder's Office and Joshua D. Joseph & Erin E. Boyer as recorded in Official Record 13029, Page 1051 of the Hamilton County Recorder's Office, North 84°16'22" West, 172.90 feet to a set Iron Pin in the east line of aforesaid Columbus Avenue;

Thence along said east line of Columbus Avenue, North 05°52'06" East, 40.00 feet to the POINT OF BEGINNING.

CONTAINING 0.1588 ACRES.

The above described parcel being part of those lands conveyed to Norfolk & Western Railway, as recorded in Deed Book 2196, Page 452 of the Hamilton County Recorder's Office and identified as Hamilton County Auditor's Parcel No. 039-0006-0009;

The bearings are based on the State Plane Coordinate System, Ohio South Zone (NAD83).

All iron pins set are 5/8" X 30" rebar with cap stamped "G J BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018. Based on an Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on December 4, 2018.

EXHIBIT B
LEGAL DESCRIPTION EASEMENT AREAS

Situate in Section 27, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, City of Cincinnati, Hamilton County, Ohio, being an Ingress/Egress and Access Easement over and across a portion of Columbus Avenue south of the intersection with Wasson Road, more particularly described as follows:

Beginning at the southeast corner of a 0.2074-acre parcel of land conveyed to RGW Development, LLC by deed recorded in Official Record 13899, Page 1771, Tract I, said point also being in the east line of Lot 30 of Sunset Park Subdivision recorded in Plat Book 12, Page 26A, , Hamilton County, Ohio Recorder's Office;

Thence with the east line of said 0.2074 acres, North 05°52'06" East, 43.18 feet to a point;

Thence South 84°07'54" East, 40.00 feet to a point in the west line of a 0.1588-acre parcel of land conveyed to RGW Development, LLC by deed recorded in Official Record 13899, Page 1771, Tract II, Hamilton County, Ohio Recorder's Office;

Thence with the west line of said 0.1588 acres, South 05°52'06" West, 34.25 feet to the southwest corner of said 0.1588 acres;

Thence South 83°17'13" West, 40.98 feet to the point of beginning.

Containing 0.0355 acres of land.

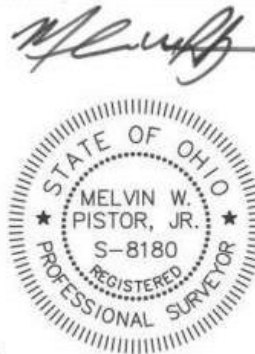
Subject to all legal highways, easements and restrictions of record.

The above description was prepared from a Plat of Survey by McGill Smith Punshon, Inc. dated August 24, 2020. The bearings in the above description are based on, Ohio South Zone, State Plane Coordinate System.

Prepared by: McGill Smith Punshon, Inc.
Date: August 24, 2020
MSP No.: 20124.01

20124013-1EG-1ng egr

McGill Smith Punshon, Inc.
3700 Park 42 Drive, Suite 1908 = Cincinnati, Ohio 45241
513.759.0004 = Fax 513.583.7099 = www.mspdesign.com



Date: January 13, 2021

To: Mayor and Members of City Council **202100098**
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – GRANT OF AERIAL ENCROACHMENT EASEMENT – 721 MAIN STREET

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Grant of Encroachment Easement* in favor of the Port of Greater Cincinnati Development Authority and NAP 8 & Main LLC pursuant to which the City of Cincinnati will grant an aerial encroachment for a projecting canopy located in 721 Main Street that encroaches upon a portion of the Main Street public right-of-way in the Central Business District of Cincinnati

The Port of Greater Cincinnati Development Authority owns the real property located at 721 Main Street and leases it to NAP 8 & Main LLC (“Developer”) (collectively “Grantees”). Grantees have requested an aerial encroachment easement for a projecting canopy that encroaches upon a portion of the Main Street public right-of-way.

The City has determined that granting the easement to Grantee is not adverse to the City’s retained interest in the public right-of-way.

The fair market value of the easements is approximately \$570 which Grantee has deposited with the City Treasurer.

The City Planning Commission approved the easements at its meeting on December 20, 2019.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Aerial Encroachment Easement

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

City of Cincinnati

CHM *AWB*

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to execute a *Grant of Encroachment Easement* in favor of the Port of Greater Cincinnati Development Authority and NAP 8 & Main LLC pursuant to which the City of Cincinnati will grant an aerial encroachment easement for a projecting canopy located at 721 Main Street that encroaches upon a portion of the Main Street public right-of-way in the Central Business District of Cincinnati.

WHEREAS, the Port of Greater Cincinnati Development Authority, an Ohio port authority (“Port Authority”), owns certain real property located at 721 Main Street in the Central Business District of Cincinnati, which property the Port Authority leases to NAP 8 & Main LLC, an Ohio limited liability company (“Developer,”) via a long-term lease, and that Developer together with the Port Authority shall be collectively designated as “Grantees;” and

WHEREAS, the City of Cincinnati owns the adjoining Main Street public right-of-way, which is under the management of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, the Grantees have requested an aerial encroachment easement from the City, as more particularly depicted and described in the *Grant of Encroachment Easement* attached to this ordinance as Attachment A and incorporated by reference, for a projecting canopy that encroaches upon a portion of the Main Street public right-of-way; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that granting the easement to the Grantees is not adverse to the City’s retained interest in the public right-of-way; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the encumbrance 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’s Real Estate Services Division has determined by appraisal that the fair market value of the easement is approximately \$570, which has been deposited with the City Treasurer; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easement at its meeting on December 20, 2019; 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 *Grant of Encroachment Easement* in favor of the Port of Greater Cincinnati Development Authority, an Ohio port authority (“Port Authority”) and NAP 8 & Main LLC, an Ohio limited liability company (“Developer”), collectively designated as “Grantees,” as the respective owner and long-term lessee of the real property located at 721 Main Street in Cincinnati, in substantially the form attached to this ordinance as Attachment A and incorporated by reference herein, pursuant to which the City of Cincinnati will grant to the Grantees an aerial encroachment easement over a portion of the Main Street public right-of-way for a projecting canopy that encroaches upon the public right-of-way.

Section 2. That granting the easement to the Grantees is not adverse to the City’s retained interest in the Main Street public right-of-way.

Section 3. That it is in the best interest of the City to grant the easement without competitive bidding because, as a practical matter, no one other than the Grantees would have any use for the easement.

Section 4. That the fair market value of the easement, as determined by appraisal by the City’s Real Estate Services Division is approximately \$570, which has been deposited with the City Treasurer.

Section 5. That the proceeds from the grant of easement 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 easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.

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

Section 7. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the *Grant of Encroachment Easement*, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

Section 8. 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

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENT

(aerial encroachment upon Main Street)

This Grant of Encroachment Easement is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**, an Ohio port authority and body corporate and politic organized and existing under Ohio law, the address of which is 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 (the "**Port Authority**"), and **NAP 8 & MAIN LLC**, an Ohio limited liability company, the address of which is 212 East 3rd Street, Suite 300, Cincinnati, Ohio 45202 ("**Developer**", and together with the Port Authority, "**Grantees**").

Recitals:

A. By virtue of a Deed recorded in Official Record 13821, Page 2929 Hamilton County, Ohio Recorder's Office, the Port Authority owns the real property located at 721 Main Street, Cincinnati, Ohio, generally located at the southwest corner of the intersection of E. 8th and Main Streets in the Central Business District of Cincinnati, as more particularly described on Exhibit A - (*Legal Description - Benefitted Property*) hereto (the "**Benefitted Property**").

B. As evidenced by a *Memorandum of Project Lease* dated December 21, 2018, and recorded on December 26, 2018, in OR 13821, Page 2933, Hamilton County, Ohio Records, Developer leases the Benefitted Property from Port Authority.

C. The City owns the adjoining Main Street public right-of-way, which is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

D. Developer has requested an aerial encroachment easement from the City for an improvement that encroaches upon a portion of the Main Street right-of-way (namely, an aerial encroachment for a projecting canopy (the "**Improvement**").

E. The City Manager, in consultation with DOTE, has determined that the easement will not have an adverse effect on the City's retained interest in the public right-of-way.

F. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is \$570, which has been deposited with the Real Estate Services Division.

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easement at its meeting on December 20, 2019.

H. Cincinnati City Council approved the easement by Ordinance No. ____-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Encroachment Easement. The City does hereby grant to Grantees, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a non-exclusive aerial encroachment easement to erect and maintain the Improvement over the Main Street public right-of-way, as more particularly depicted on Exhibit B (Survey Plat) and described on Exhibit C (Legal Description – Canopy Easement) hereto (the “**Canopy Easement**” or “**Canopy Easement Area**”, as applicable). Grantees shall not make any modifications to the Improvement without the City’s prior written consent. Notwithstanding anything herein to the contrary, the Canopy Easement shall automatically terminate upon (i) the complete demolition of the building; (ii) any permanent alteration of the building that entails the elimination of the Improvement within the Canopy Easement Area such that the Canopy Easement would be rendered unnecessary; or (iii) upon written notice from the City, if the City determines that it needs the Canopy Easement Area or any portion thereof for a municipal purpose or upon DOTE’s determination that the Improvement is creating a public safety issue.

2. Maintenance and Repairs. Grantees, at no cost to the City, shall at all times maintain the Improvement in a continuous state of good and safe condition and repair. Grantees acknowledge that there may be existing easements, utility lines and related facilities in the vicinity of the Canopy Easement (“**Third Party Utility Lines**”). In connection with Grantees’ activities within the Canopy Easement Area, Grantees shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utilities Lines, and shall, at Grantees’ expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantees, their agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantees’ activities shall be handled entirely at Grantees’ expense. All work undertaken by Grantees hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. Insurance: Indemnification. At all times during which Grantees are undertaking construction activities within the Canopy Easement Area, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantees shall maintain or cause to be maintained a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantees shall furnish to the City a certificate of insurance evidencing such insurance upon the City’s request and, in any event, prior to undertaking any construction activities within the Canopy Easement Area. Grantees hereby waive all claims and rights of recovery against the City, and on behalf of Grantees’ insurers, rights of subrogation, in connection with any damage to the Improvement, no matter how caused. Grantees shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvement. The foregoing notwithstanding, for so long as the Port Authority owns the Benefitted Property, the City agrees that (i) the Port Authority shall have no indemnity or insurance obligations to the City under this section 3 (*provided*, however, that the Port Authority must nevertheless comply with all requirements of DOTE as pertains to working within public right-of-way), (ii) such indemnity and insurance obligations shall apply to Developer, its successors, and assigns, and (iii) if Grantees authorize a third party to work within the Canopy Easement Area, then, as a

condition of such authorization, such third party shall be deemed to have assumed the indemnity and insurance obligations (for the protection of the City) under this section 3.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantees and their successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #67-2019). The following additional conditions shall apply:

(a) DOTE:

- (i) The Improvement must comply with each of the following parameters of Cincinnati Municipal Code Section 723-17:
 - 1. Vertically at least eight feet above the sidewalk (ten feet if energized).
 - 2. Horizontally no closer than two feet from the street curb line.
 - 3. Fully supported from the building with no vertical supports extending below the bottom of the canopy, awning, or building mounted sign compliant with clearance requirements for overhead utility lines.
 - 4. Horizontally no closer than five feet from a utility pole.
- (ii) All metal for the proposed structure should be non-rusting so not to stain the sidewalk surface and building surface.
- (iii) The Improvement's construction drawings must be prepared and sealed by a professional engineer or architect registered in the State of Ohio. The design loads must be in accordance with applicable building code standards and be stated on the drawings. Drawings must include mounting and framing details.
- (iv) The sidewalk must remain open during installation. If installation is to take longer than two hours, a street use permit, obtained from DOTE, is required. Apply for permits in Room 425 at City Hall, 801 Plum Street.
- (v) The Improvement must have all necessary building code and zoning code approvals issued by the Department of Buildings and Inspections, including, without limitation, a Certificate of Appropriateness issued by the Historic Conservation Board or Urban Conservator, as applicable.

6. Counterparts and Electronic Signatures. This Grant of Encroachment Easement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Grant of Encroachment Easement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

- Exhibit A – *Legal Description - Benefitted Property*
- Exhibit B – *Survey Plat*
- Exhibit C – *Legal Description – Canopy Easement*

Executed by the City of Cincinnati on the date of acknowledgement indicated below (the "Effective Date").

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 acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form by:

Assistant City Solicitor

ACCEPTED AND AGREED TO BY:

PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY,
an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the **Port of Greater Cincinnati Development Authority**, an Ohio port authority, on behalf of the port authority. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

ACCEPTED AND AGREED TO BY:
NAP 8 & Main LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of **NAP 8 & Main LLC**, an Ohio limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

EXHIBIT A

to Grant of Encroachment Easement

LEGAL DESCRIPTION - BENEFITTED PROPERTY

Property Address: 721 Main Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 079-0008-0180-00

Situated in Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being a 0.2794 acre consolidation of parcels as conveyed to NAP 8 & Main, LLC by deed recorded in Official Record 13462, Page 1489 and located at the southwesterly corner of 8th Street (66' R/W) and Main Street (66' R/W). All references being to the Recorder's Office, Hamilton County, Ohio, and being more particularly described as follows:

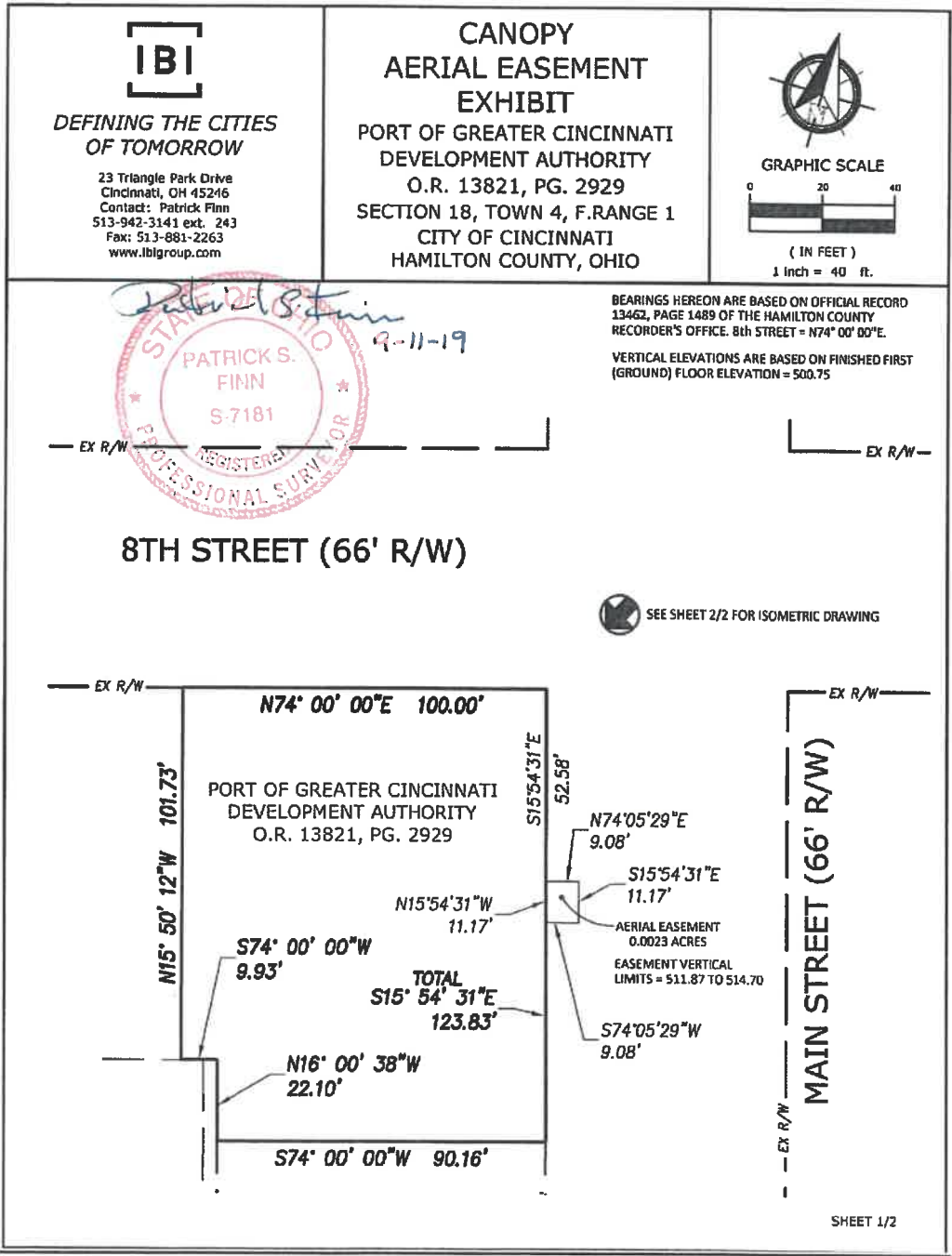
Beginning, for reference, in a Magnail found in the intersection of the southerly right of way line of said 8th Street and the easterly right of way line of Bowen Alley (16' R/W); thence In said southerly right of way line of 8th Street, North 74° 00' 00" East, 94.08 feet to a Magnail Set in the northeasterly corner of a parcel conveyed to System Parking Inc. by deed recorded in Official Record 12439, page 994, said Magnail being the **TRUE PLACE OF BEGINNING** of the consolidation of parcels herein described; thence the following 6 courses:

1. Continuing in said southerly right of way line of 8th Street, North 74° 00' 00" East, 100.00 feet to an "X" Cut in Concrete Set in the westerly right of way line of said Main Street; thence
2. In said westerly right of way line of Main Street, South 15° 54' 31" East, 123.83 feet to a point witnessed by a building corner 0.4'N/0.4'E, said point being a corner common to a parcel conveyed to Jiang Capital Group, LLC by deed recorded in Official Record 12742, Page 1026; thence
3. Leaving said westerly right of way line of Main Street and in the line common to said Jiang Capital Group, LLC, South 74° 00' 00" West, 90.16 feet to a Magnail Set in a corner common to said Jiang Capital Group, LLC and also in the easterly line of a 4' alley; thence
4. In said easterly line of a 4' alley, North 16° 00' 38" West, 22.10 feet to a Magnail Set in the terminus of said 4' alley; thence
5. In said terminus of the 4' alley, South 74° 00' 00" West, 9.93 feet to a 5/8" Iron Pin Found in a line common to a parcel conveyed to Keen Investment Inc. by deed recorded in Registered Land Certificate No. 151024, said Iron Pin also being in a corner common to said System Parking, Inc.; thence
6. In the line common to said System Parking, Inc., North 15° 50' 12" West, 101.73 feet to the **TRUE PLACE OF BEGINNING** of consolidation of parcels herein described.

EXHIBIT B

to Grant of Encroachment Easement

Survey Plat





DEFINING THE CITIES
OF TOMORROW

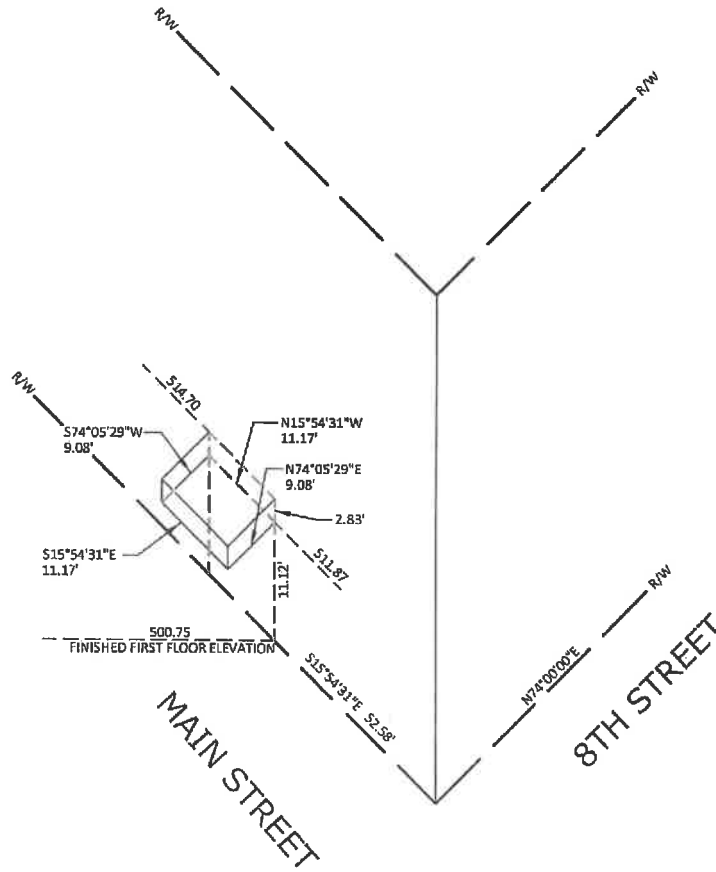
23 Triangle Park Drive
Cincinnati, OH 45246
Contact: Patrick Finn
513-942-3141 ext. 243
Fax: 513-881-2263
www.ibigroup.com

CANOPY
AERIAL EASEMENT
EXHIBIT

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY
O.R. 13821, PG. 2929
SECTION 18, TOWN 4, F.RANGE 1
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO



NOT TO SCALE



SEE SHEET 1/2 FOR ORIENTATION

SHEET 2/2

EXHIBIT C

to Grant of Encroachment Easement

Legal Description – Canopy Easement

Situated in Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being a Canopy Aerial Easement located within the existing Right of Way of Main Street (66' R/W) and being in the westerly right of way line of said Main Street, south of the southerly right of way line of 8th Street (66' R/W). All references being to the Recorder's Office, Hamilton County, Ohio, and being more particularly described as follows:

Beginning, for reference, in the intersection of said southerly right of way line of 8th Street and said westerly right of way line of Main Street and being in the northeasterly corner of a parcel conveyed to Port of Greater Cincinnati Development Authority by deed recorded in Official Record 13821, Page 2929; thence

In said westerly right of way line of Main Street, South 15° 54' 31" East, 52.58 feet to a point at elevation 500.75 (Finished First Floor-Ground); thence

In a positive vertical direction, 11.12 feet to elevation 511.87 and being the **TRUE PLACE OF BEGINNING** of the Aerial Easement herein described; thence the following 4 courses:

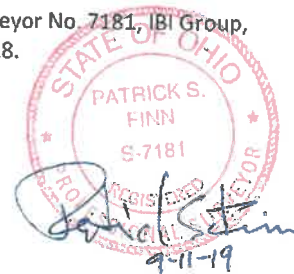
1. Leaving said westerly right of way line of Main Street, North 74° 05' 29" East, 9.08 feet to a point; thence
2. South 15° 54' 31" East, 11.17 feet to a point; thence
3. South 74° 05' 29" West, 9.08 feet to a point in said westerly right of way line of Main Street; thence
4. In said westerly right of way line of Main Street, North 15° 54' 31" West, 11.17 feet to the **TRUE PLACE OF BEGINNING** of the Canopy Aerial Easement herein described.

This Easement is restricted to vertical limits within elevations 511.87 to 514.70, a depth of 2.83 feet.

Containing **101 square feet** or **0.0023 acres**.

Bearings are based on O.R. 13462, Pg. 1489, 8th Street = North 74° 00' 00" East, Hamilton County, Ohio.

This description was prepared by Patrick S. Finn, Ohio Registered Surveyor No. 7181, JBI Group, Cincinnati, Ohio, and is based on a field survey performed in May, 2018.



[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENT

(aerial encroachment upon Main Street)

This Grant of Encroachment Easement is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**, an Ohio port authority and body corporate and politic organized and existing under Ohio law, the address of which is 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 (the "**Port Authority**"), and **NAP 8 & MAIN LLC**, an Ohio limited liability company, the address of which is 212 East 3rd Street, Suite 300, Cincinnati, Ohio 45202 ("**Developer**", and together with the Port Authority, "**Grantees**").

Recitals:

A. By virtue of a Deed recorded in Official Record 13821, Page 2929 Hamilton County, Ohio Recorder's Office, the Port Authority owns the real property located at 721 Main Street, Cincinnati, Ohio, generally located at the southwest corner of the intersection of E. 8th and Main Streets in the Central Business District of Cincinnati, as more particularly described on Exhibit A – (*Legal Description – Benefitted Property*) hereto (the "**Benefitted Property**").

B. As evidenced by a *Memorandum of Project Lease* dated December 21, 2018, and recorded on December 26, 2018, in OR 13821, Page 2933, Hamilton County, Ohio Records, Developer leases the Benefitted Property from Port Authority.

C. The City owns the adjoining Main Street public right-of-way, which is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

D. Developer has requested an aerial encroachment easement from the City for an improvement that encroaches upon a portion of the Main Street right-of-way (namely, an aerial encroachment for a projecting canopy (the "**Improvement**").

E. The City Manager, in consultation with DOT, has determined that the easement will not have an adverse effect on the City's retained interest in the public right-of-way.

F. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is \$570, which has been deposited with the Real Estate Services Division.

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easement at its meeting on December 20, 2019.

H. Cincinnati City Council approved the easement by Ordinance No. ____-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Encroachment Easement. The City does hereby grant to Grantees, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a non-exclusive aerial encroachment easement to erect and maintain the Improvement over the Main Street public right-of-way, as more particularly depicted on Exhibit B (Survey Plat) and described on Exhibit C (Legal Description – Canopy Easement) hereto (the “**Canopy Easement**” or “**Canopy Easement Area**”, as applicable). Grantees shall not make any modifications to the Improvement without the City’s prior written consent. Notwithstanding anything herein to the contrary, the Canopy Easement shall automatically terminate upon (i) the complete demolition of the building; (ii) any permanent alteration of the building that entails the elimination of the Improvement within the Canopy Easement Area such that the Canopy Easement would be rendered unnecessary; or (iii) upon written notice from the City, if the City determines that it needs the Canopy Easement Area or any portion thereof for a municipal purpose or upon DOTE’s determination that the Improvement is creating a public safety issue.

2. Maintenance and Repairs. Grantees, at no cost to the City, shall at all times maintain the Improvement in a continuous state of good and safe condition and repair. Grantees acknowledge that there may be existing easements, utility lines and related facilities in the vicinity of the Canopy Easement (“**Third Party Utility Lines**”). In connection with Grantees’ activities within the Canopy Easement Area, Grantees shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utilities Lines, and shall, at Grantees’ expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantees, their agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantees’ activities shall be handled entirely at Grantees’ expense. All work undertaken by Grantees hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. Insurance; Indemnification. At all times during which Grantees are undertaking construction activities within the Canopy Easement Area, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantees shall maintain or cause to be maintained a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantees shall furnish to the City a certificate of insurance evidencing such insurance upon the City’s request and, in any event, prior to undertaking any construction activities within the Canopy Easement Area. Grantees hereby waive all claims and rights of recovery against the City, and on behalf of Grantees’ insurers, rights of subrogation, in connection with any damage to the Improvement, no matter how caused. Grantees shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvement. The foregoing notwithstanding, for so long as the Port Authority owns the Benefitted Property, the City agrees that (i) the Port Authority shall have no indemnity or insurance obligations to the City under this section 3 (*provided*, however, that the Port Authority must nevertheless comply with all requirements of DOTE as pertains to working within public right-of-way), (ii) such indemnity and insurance obligations shall apply to Developer, its successors, and assigns, and (iii) if Grantees authorize a third party to work within the Canopy Easement Area, then, as a

condition of such authorization, such third party shall be deemed to have assumed the indemnity and insurance obligations (for the protection of the City) under this section 3.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantees and their successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #67-2019). The following additional conditions shall apply:

(a) DOTE:

(i) The Improvement must comply with each of the following parameters of Cincinnati Municipal Code Section 723-17:

1. Vertically at least eight feet above the sidewalk (ten feet if energized).
2. Horizontally no closer than two feet from the street curb line.
3. Fully supported from the building with no vertical supports extending below the bottom of the canopy, awning, or building mounted sign compliant with clearance requirements for overhead utility lines.
4. Horizontally no closer than five feet from a utility pole.

(ii) All metal for the proposed structure should be non-rusting so not to stain the sidewalk surface and building surface.

(iii) The Improvement's construction drawings must be prepared and sealed by a professional engineer or architect registered in the State of Ohio. The design loads must be in accordance with applicable building code standards and be stated on the drawings. Drawings must include mounting and framing details.

(iv) The sidewalk must remain open during installation. If installation is to take longer than two hours, a street use permit, obtained from DOTE, is required. Apply for permits in Room 425 at City Hall, 801 Plum Street.

(v) The Improvement must have all necessary building code and zoning code approvals issued by the Department of Buildings and Inspections, including, without limitation, a Certificate of Appropriateness issued by the Historic Conservation Board or Urban Conservator, as applicable.

6. Counterparts and Electronic Signatures. This Grant of Encroachment Easement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Grant of Encroachment Easement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

Exhibit A – *Legal Description - Benefitted Property*

Exhibit B – *Survey Plat*

Exhibit C – *Legal Description – Canopy Easement*

Executed by the City of Cincinnati on the date of acknowledgement indicated below (the "Effective Date").

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 acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form by:

Assistant City Solicitor

ACCEPTED AND AGREED TO BY:

PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY,
an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the **Port of Greater Cincinnati Development Authority**, an Ohio port authority, on behalf of the port authority. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

ACCEPTED AND AGREED TO BY:
NAP 8 & Main LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of **NAP 8 & Main LLC**, an Ohio limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

EXHIBIT A

to Grant of Encroachment Easement

LEGAL DESCRIPTION - BENEFITTED PROPERTY

Property Address: 721 Main Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 079-0008-0180-00

Situated in Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being a 0.2794 acre consolidation of parcels as conveyed to NAP 8 & Main, LLC by deed recorded in Official Record 13462, Page 1489 and located at the southwesterly corner of 8th Street (66' R/W) and Main Street (66' R/W). All references being to the Recorder's Office, Hamilton County, Ohio, and being more particularly described as follows:

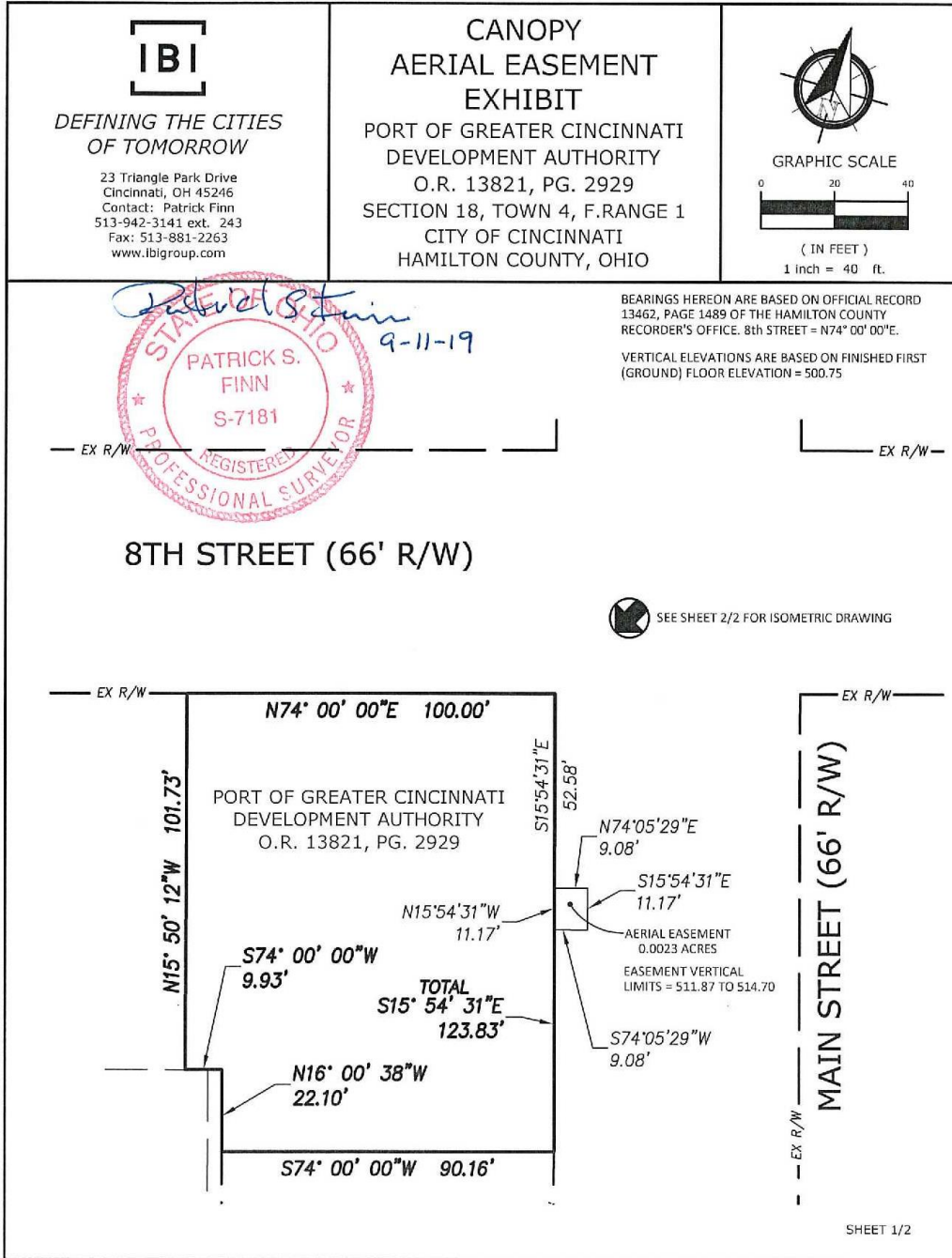
Beginning, for reference, in a Magnail found in the intersection of the southerly right of way line of said 8th Street and the easterly right of way line of Bowen Alley (16' R/W); thence In said southerly right of way line of 8th Street, North 74° 00' 00" East, 94.08 feet to a Magnail Set in the northeasterly corner of a parcel conveyed to System Parking Inc. by deed recorded in Official Record 12439, page 994, said Magnail being the **TRUE PLACE OF BEGINNING** of the consolidation of parcels herein described; thence the following 6 courses:

1. Continuing in said southerly right of way line of 8th Street, North 74° 00' 00" East, 100.00 feet to an "X" Cut in Concrete Set in the westerly right of way line of said Main Street; thence
2. In said westerly right of way line of Main Street, South 15° 54' 31" East, 123.83 feet to a point witnessed by a building corner 0.4'N/0.4'E, said point being a corner common to a parcel conveyed to Jiang Capital Group, LLC by deed recorded in Official Record 12742, Page 1026; thence
3. Leaving said westerly right of way line of Main Street and in the line common to said Jiang Capital Group, LLC, South 74° 00' 00" West, 90.16 feet to a Magnail Set in a corner common to said Jiang Capital Group, LLC and also in the easterly line of a 4' alley; thence
4. In said easterly line of a 4' alley, North 16° 00' 38" West, 22.10 feet to a Magnail Set in the terminus of said 4' alley; thence
5. In said terminus of the 4' alley, South 74° 00' 00" West, 9.93 feet to a 5/8" Iron Pin Found in a line common to a parcel conveyed to Keen Investment Inc. by deed recorded in Registered Land Certificate No. 151024, said Iron Pin also being in a corner common to said System Parking, Inc.; thence
6. In the line common to said System Parking, Inc., North 15° 50' 12" West, 101.73 feet to the **TRUE PLACE OF BEGINNING** of consolidation of parcels herein described.

EXHIBIT B

to Grant of Encroachment Easement

Survey Plat





DEFINING THE CITIES
OF TOMORROW

23 Triangle Park Drive
Cincinnati, OH 45246
Contact: Patrick Finn
513-942-3141 ext. 243
Fax: 513-881-2263
www.ibigroup.com

CANOPY AERIAL EASEMENT EXHIBIT

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY
O.R. 13821, PG. 2929
SECTION 18, TOWN 4, F. RANGE 1
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO



NOT TO SCALE

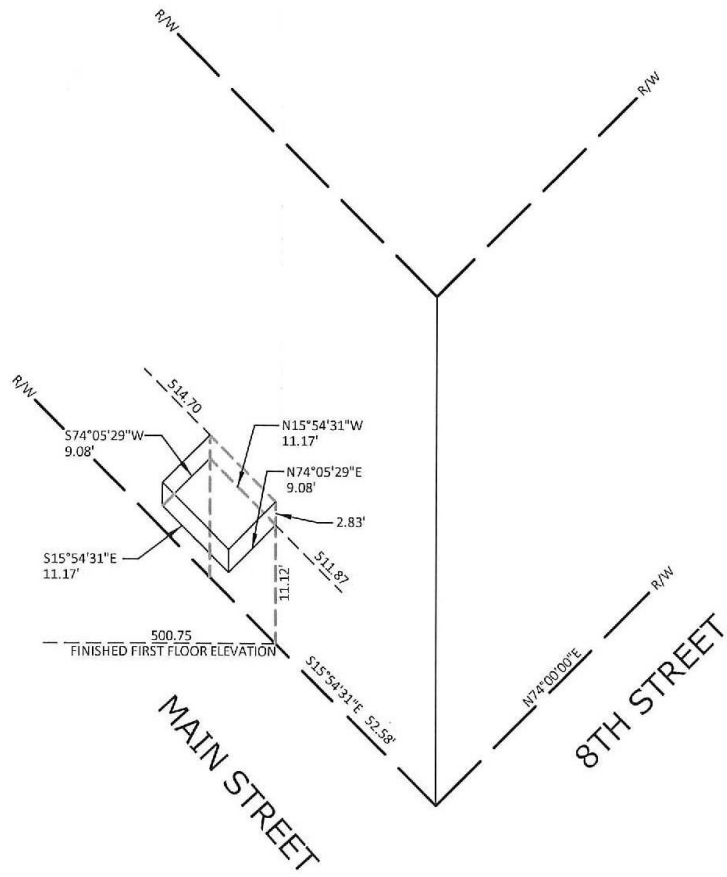


EXHIBIT C

to Grant of Encroachment Easement

Legal Description – Canopy Easement

Situated in Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being a Canopy Aerial Easement located within the existing Right of Way of Main Street (66' R/W) and being in the westerly right of way line of said Main Street, south of the southerly right of way line of 8th Street (66' R/W). All references being to the Recorder's Office, Hamilton County, Ohio, and being more particularly described as follows:

Beginning, for reference, in the intersection of said southerly right of way line of 8th Street and said westerly right of way line of Main Street and being in the northeasterly corner of a parcel conveyed to Port of Greater Cincinnati Development Authority by deed recorded in Official Record 13821, Page 2929; thence
In said westerly right of way line of Main Street, South 15° 54' 31" East, 52.58 feet to a point at elevation 500.75 (Finished First Floor-Ground); thence
In a positive vertical direction, 11.12 feet to elevation 511.87 and being the **TRUE PLACE OF BEGINNING** of the Aerial Easement herein described; thence the following 4 courses:

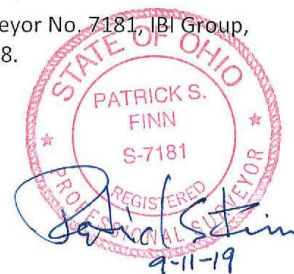
1. Leaving said westerly right of way line of Main Street, North 74° 05' 29" East, 9.08 feet to a point; thence
2. South 15° 54' 31" East, 11.17 feet to a point; thence
3. South 74° 05' 29" West, 9.08 feet to a point in said westerly right of way line of Main Street; thence
4. In said westerly right of way line of Main Street, North 15° 54' 31" West, 11.17 feet to the **TRUE PLACE OF BEGINNING** of the Canopy Aerial Easement herein described.

This Easement is restricted to vertical limits within elevations 511.87 to 514.70, a depth of 2.83 feet.

Containing **101 square feet** or **0.0023 acres**.

Bearings are based on O.R. 13462, Pg. 1489, 8th Street = North 74° 00' 00" East, Hamilton County, Ohio.

This description was prepared by Patrick S. Finn, Ohio Registered Surveyor No. 7181, JBI Group, Cincinnati, Ohio, and is based on a field survey performed in May, 2018.



Women's Fund of
the Greater
Cincinnati Fdn.

Clerk of Council

801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

Please check ALL that apply

- Termination(s) of Engagement
- Change of Address
- Amended Statement

202100094

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Meghan Elizabeth Cummings
(First) (Middle) (Last)

Occupation Executive Director

Business Address 720 E. Pete Rose Way, Ste 120
Street Suite Number

Cincinnati OH 45202
City State Zip(+4)

Telephone Number (513) 768-6144

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here)

Name of Legislative Agent _____

Address _____
Street Suite Number

_____ City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

January 1 through June 30, 199__
 July 1 through December 31, ~~199__~~ 2020

(Report due on or before July 31)
(Report due on or before Jan. 31)

8:21 PM 1/13/08
CLERK OF COUNCIL

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Handwritten notes in the upper right section.

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Second paragraph of handwritten text.

Third paragraph of handwritten text.

Fourth paragraph of handwritten text.

Fifth paragraph of handwritten text.

Sixth paragraph of handwritten text.

Final paragraph of handwritten text.

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

none

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

If the foregoing provision is applicable, indicate the date that such information was delivered:

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Meghan Cummings
Type or Print Name of Legislative Agent

Meghan E. Cummings
Signature of Legislative Agent

1-5-21
Date

Women's Fund
of the
Greater Cincinnati
Fdn.

Clerk of Council

801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

Please check ALL that apply

- Termination(s) of Engagement
- Change of Address
- Amended Statement

2021 00104

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A. GENERAL INFORMATION

Full Name of Legislative Agent Holly Bowen Nagel Hankinson
(First) (Middle) (Last)

Occupation Advocacy Director

Business Address 720 E. Pete Rose Way, Ste. 120
Street Suite Number

Cincinnati OH 45202
City State Zip(+4)

Telephone Number (513) 768-6124

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

11 JAN 21 PM 12:28

CLERK OF COUNCIL

Reporting Period: Statement filed for period covering (check one and fill in year).

- January 1 through June 30, 199_
 - July 1 through December 31, 199_
- 2020
- (Report due on or before July 31)
 - (Report due on or before Jan. 31)

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

2019 00399 (Salary History Inquiry and Use) _____

_____ _____ _____ _____

_____ _____ _____ _____

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

If the foregoing provision is applicable, indicate the date that such information was delivered:

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Holly Hankinson
Type or Print Name of Legislative Agent


Signature of Legislative Agent

1/4/2021
Date

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FINANCIAL DISCLOSURE STATEMENT

Name: Boggs Muething Paula
Last First Middle

Home Address: [REDACTED]
Street City State County Zip

Department/Job Title: City Manager

- 1. List the names of members of your immediate family including your spouse and any dependent children.

[REDACTED]
[REDACTED]
[REDACTED]

- 2. List all name under which you or members of your immediate family do business.

see above

- 3. List the names of any person or organizations, other than the City, for whom you do work as an employee.

N/A

- 4. List each source from which your spouse or any dependent child received income of more than \$5,000 during the previous calendar year, with the exception of your City employment. Sources of income which are reportable for Ohio and/or federal income tax purposes should be included whether such income is derived from outside employment, business operations, or investment.

Although you are required to list each source of income, you are not required to disclose any dollar amounts. If you received income from a business or profession, name only the source of income, such as the name of the business and not individual accounts, clients, or customers for the business or profession. Attorneys, doctors and psychologists should not list their clients or patients. For each source of income listed, give a brief description of the nature of the income (e.g. investment, law practice).

Source: [REDACTED]

Source: _____

Source: _____

5. List the name of each corporation incorporated or authorized to do business in Cincinnati, Ohio and each business trust, partnership, or association transacting business in Cincinnati, Ohio in which you, your spouse, or any dependent family member had an interest of more than 5% during the preceding calendar year, or in which you, your spouse, or dependent family member holds an office or has a fiduciary relationship (regardless of monetary investment). This section does not require disclosure of information concerning deposits or withdrawable share accounts in banks, savings and loans, credit unions, or other similar financial institutions.

N/A

6. List all interest in real estate located in Cincinnati, Ohio to which you hold legal title or in which, your spouse, or any dependent family member has any beneficial interest other than your personal primary residence. List by address or other description and include the nature of the interest held.

N/A

ATTESTATION

I acknowledge that I have a continuing duty to supplement the information provided herein as any material changes may occur, and that I am under an obligation to advise my superior(s) or areas where the potential for conflict of interest may arise in the performance of my responsibilities.

I further acknowledge that a false filing of this statement may be grounds for removal from my office or dismissal from my employment.

I swear or affirm that this statement and any attachments thereto, have been prepared or carefully reviewed by me and constitute a complete, truthful, and correct disclosure of all information required therein.

Signature: Paula Boggs Muething 1/4/2021

Date

Autry, Melissa

8021 02113

From: Young, Wendell
Sent: Thursday, January 7, 2021 12:32 AM
To: Autry, Melissa
Cc: Davis-Kelow, Gloria; Davis, Crystal; Kearney, Jan-Michele; Porter, Kourtney
Subject: Special Session regarding the Situation of the Violence that Happened In Washington DC on 1/6/2021

Hi Melissa,

Council members Young and Lemon- Kearney wants to call a Special Session of Council on Friday January 8, 2021 at 11:00am, to discuss and vote upon a resolution condemning the violence that occurred in and around our nations Capitol on January 6, 2021.

Thank you
Gloria
513-652-2655

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Neely, Robert

2021 00170

From: Neely, Robert
Sent: Thursday, January 7, 2021 10:00 AM
To: #CIN.Mayor's Staff; #CITICABLE; #CLERK OF COUNCIL; #COUNCIL; #COUNCIL Assistants; #Department Heads; #Division Heads; #LAWDEPT; #MANAGERDEPT; '12 wkrc'; Adam Hyland; aharris@fuse.net; Alder, Karen; Allison, Deborah; ARailey@cincinnati-chamber.com; Beer, Amira; Biggam, Chris (Budget); Bill Frost; Boggs Muething, Paula; Brazina, John; Bridget Doherty; Bryant, Mike; Buffy Prather; 'CH 19'; Clarity Amrein; ClerkOfCouncilCityBulletin; Cosgrove, Kristen; Courtney Francisco; Cpastor@redicincinnati.com ; cwetterich@bizjournals.com; Dan Davidson; Daniel Maxwell; Daniella Beltran; David S. Mann; 'desk@fox19.com'; Dewalt, Kimberly; 'E com press'; 'easternhills@communitypress.com'; ellenmdvera@gmail.com; Elsner, Debbie; Fortson, Gerald; Francoise Kazimierczuk; Galen Gordon; Hardin, Roshani; hsparling@CINCINNA.GANNETT.COM ; Hussel, Jason; info@westwoodcivic.org; ioanna@actiontankusa.org; Jake Samad; jamigrace@gmail.com; Jared Marsh; Jason.A.Kershner@charter.com; Jay Hanselman (newsroom@wvxu.org); jdfayotr@gmail.com; Joe Rosemeyer (joe.rosemeyer@wcpo.com); 'Joe Wessels'; Josh Pichler; Juliet - Maverick Captioning Service; Kevin LeMaster; Kinebrew, Jerry; Klumb, Tom; Koopman, Joel; Kroner, Oliver; Lee, Nicole; Melissa Currence; Merz, Rocky; Michael, Rahiel; Mitchell, Michael; mr5052@att.com; Murphy, Erin; Natasha Mitchell; 'news@700wlw.com'; 'newsdesk@wcpo.com'; 'newsdesk@wlwt.com'; Pendergrass, Clifton; Pete Metz; Peter Hames; radiofreebree@gmail.com; Raffel Prophet; Rudd, Emily; Sherman, Craig; skylazc@gmail.com; Soldano, Amanda; springgrovevillage@gmail.com; Stephan Shehy; Stephens, Sam; Ted Heckmann; 'tgams@zoomtown.com'; Thompson, Patricia; WCPO News Desk; 'westernhills@communitypress.com'; Wilkerson, Jerry; Yungbluth, Chandra; Zimmer, Christine
Subject: Special Session of Council
Attachments: Special Session 1 2021.pdf
Importance: High

January 7, 2021

Notice of Special Session of Cincinnati City Council

Cincinnati City Council will hold a Special Session on Friday, January 8, 2021 at 11:00 a.m. in City Hall, Council Chambers, 801 Plum Street, Room 300, Cincinnati, Ohio 45202.

The purpose of the meeting is to discuss and take action on a resolution condemning the violence that occurred in and around our nations Capitol on January 6, 2021.

The Special Session has been called by Councilmembers Jan-Michele Kearney and Wendell Young.

Due to issues reasonably connected to Ohio Department of Health orders or guidance concerning COVID-19, members of City Council may be required to participate remotely. The manner of remote participation shall otherwise comply with all requirements of the Open Meetings Act. In accordance with the Emergency Order issued by Mayor Cranley during this time of public emergency, this meeting is closed to the public. The meeting can be watched in real time on CitiCable or by livestreaming the meeting at www.cincinnati-oh.gov.

**Melissa Autry, CMC
Clerk of Council
City of Cincinnati**