



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, October 28, 2020

2:00 PM

Council Chambers, Room 300

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#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### CITY MANAGER

1. [202002056](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/28/2020, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x211642, "Oakley Pedestrian Tunnel," for the purpose of providing resources to facilitate the design and construction of a pedestrian tunnel in the Oakley neighborhood; **AUTHORIZING** the transfer and appropriation of \$265,000 from the unappropriated surplus of Oakley District Equivalent Fund 499 to the newly established capital improvement program project account no. 980x164x211642, "Oakley Pedestrian Tunnel," to provide resources for the design of a pedestrian tunnel under the railroad that separates the former Kenner Factory site and the Castfab/Oakley Station site; and **DECLARING** that expenditures from capital improvement program project account no. 980x164x211642, "Oakley Pedestrian Tunnel," are for a public purpose because the project will foster local improvements and investment and increase neighborhood vitality.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager
2. [202002058](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/28/2020, **ACCEPTING** and confirming the grant of a permanent sidewalk easement by BRE Retail Residual Owner 1 LLC in favor of the City of Cincinnati, on behalf of the general pedestrian public, across certain real property located in proximity to Werk Road in the Westwood neighborhood.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager
3. [202002062](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/28/2020, **AUTHORIZING** the City Manager to install and maintain a mural and sculpture arches in certain public right-of-way in the Lower Price Hill and East Price Hill neighborhoods known as Maryland Avenue, notwithstanding any conflicting Department of Transportation and Engineering rules and regulations or any provision of the Cincinnati Municipal

Code that would prohibit the installation and maintenance of the mural and sculpture arches.

**Recommendation** ECONOMIC GROWTH AND ZONING COMMITTEE

**Sponsors:** City Manager

4. [202002065](#) **REPORT**, dated 10/28/2020, submitted by Paula Boggs Muething, City Manager, regarding W 8th Street and Glenway Avenue - Removal of Parking Restrictions. (SEE REFERENCE DOCUMENT #202001571)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

### BUDGET AND FINANCE COMMITTEE

5. [202002027](#)

FYI MEMO, dated 10/20/2020, submitted by Councilmember Mann from Paula Boggs Muething, City Manager, "Update on Coronavirus Relief Fund Allocation", The purpose of this memorandum is to provide the Mayor and the City Council with an update on funding received by the City from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (CRF), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

**Recommendation**

APPROVE & FILE

**Sponsors:** Mann and City Manager

6. [202001880](#)

**ORDINANCE (EMERGENCY)**, dated 09/25/2020, submitted by Councilmember Landsman, from Andrew W. Garth, Interim City Solicitor, **AUTHORIZING** the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund 050 non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 0-50 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

**Recommendation**

PASS EMERGENCY

**Sponsors:** Landsman

7. [202002063](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/26/2020, **AUTHORIZING** the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of or resources for certain personnel expenditures as set forth in the attached Attachment A; **AUTHORIZING** the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of or resources for certain non-personnel expenditures as set forth in the attached Attachment A; **AUTHORIZING** the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19 and unemployment expenses associated with furloughs due to COVID-19; **AUTHORIZING** the City Manager to re-allocate certain herein appropriated funds in the event that such funds remain unencumbered by December 1, 2020 so that such funds may be utilized prior to the December 30, 2020 deadline; and further, **DECLARING** that such expenditures serve a public purpose.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

8. [202001878](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, Interim City Manager, on 10/14/2020, **AUTHORIZING** the deposit into Fund No. 312, "Private Lead Service Line Replacement," of one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) ("Wardall Lease") for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works ("GCWW") Wardall water tower site; and **AUTHORIZING** the transfer from the unappropriated surplus of Fund No. 101, "Water Works," into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020, for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW's Help Eliminate Lead Pipes ("HELP") Program.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

9. [202001879](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, Interim City Manager, on 10/14/2020, **MODIFYING** the Administrative Code of the City of Cincinnati by amending Article XXI, Section 2, "Duties of the Director of Buildings and Inspections," to add the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the Private Lot Abatement Program ("PLAP") to the duties of the Director of the Department of Building and Inspections; and **AMENDING** Article VI, Section 2, "Duties of Director of the Department of Public Services,"

to remove the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the PLAP; and further AUTHORIZING the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 within Stormwater Management Fund 107 from and to various operating accounts of Stormwater Management Fund 107 for the purpose of transferring the Private Lot Abatement Program from the Department of Public Services to the Department of Buildings and Inspections, in accordance with the attached Schedule of Transfer.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

10. [202001884](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, Interim City Manager, on 10/14/2020, **AUTHORIZING** the City Manager to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

11. [202001885](#) **ORDINANCE (EMERGENCY)**, dated 10/09/2020, submitted by Councilmembers Sundermann, Mann and Vice Mayor Smitherman, from Andrew W. Garth, Interim City Solicitor, **AUTHORIZING** the designation of \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department's Criminal Investigation Section; and AUTHORIZING the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives; and AUTHORIZING the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to Ennis Tait Ministries for Violence reduction administered by Project Lifeline.

**Recommendation**  
PASS EMERGENCY

**Sponsors:** Mann, Sundermann and Smitherman

12. [202001991](#) **MOTION**, submitted by Councilmember Landsman, Kearney, Young, Seelbach and Sittenfeld, **WE MOVE** that the Administration work with Kingsley and Co. and the Mt. Auburn community to ensure that project - and community-based commitments are ultimately met, including an attempt by the developer to resolve remaining tenant issues.

**Recommendation** ADOPT

**Sponsors:** Landsman, Kearney, Young, Seelbach and Sittenfeld

13. [202001993](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City

Manager, on 10/21/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

14. [202001994](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, "Parks Private Endowment," for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; ESTABLISHING new capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation," for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, "Parks Private Endowment," to newly established capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation."

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

15. [202001996](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to execute a Release of Easement to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

**Recommendation** PASS

**Sponsors:** City Manager

16. [202001998](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **DECLARING**, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

17. [202001999](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Graphite Oakley, LLC, thereby authorizing a

12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new building into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35.569.369.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

18. [202002000](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

19. [202002053](#) **MOTION**, dated 10/21/2020, submitted by Councilmember Landsman, **MOTION: LEGAL AND OTHER SUPPORTS TO ASSIST LOW-INCOME RESIDENTS.** Cincinnatians continue to face extreme financial uncertainty. A staggering number of children and families are having to face legal issues, such as eviction, without the necessary funds for desperately needed legal services. (BALANCE OF MOTION ON FILES)

**Recommendation**

ADOPT

**Sponsors:** Landsman

20. [202002057](#) **ORDINANCE (EMERGENCY)**, dated 10/22/2020, submitted by Councilmember Sittenfeld, from Andrew W. Garth, Interim City Solicitor, **AUTHORIZING** the reallocation of \$11,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 which was formerly designated for increased Census outreach efforts to be redesignated for the purpose of providing partial funding to support a "Fare Free Day" for Cincinnati Metro on Election Day, November 3, 2020; and further **AUTHORIZING** the designation of \$1,500 from the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 for the purpose of providing partial funding to support a "Fare Free Day" for Cincinnati Metro on Election Day, November 3, 2020.

**Recommendation**

PASS EMERGENCY

**Sponsors:** Sittenfeld

21. [202002061](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/26/2020, **AUTHORIZING** the expenditure of funds for the provision of inexpensive food and non-alcoholic beverages to required

attendees of City board and commission meetings, for the purpose of facilitating the efficient conduct of City business at such meetings; AUTHORIZING the expenditure of funds for inexpensive food and non-alcoholic beverages for attendees of outreach and engagement meetings and events, for the purpose of encouraging the greatest possible attendance at such meetings and events; AUTHORIZING the expenditure of funds for the provision of inexpensive awards, food, and non-alcoholic beverages for employee recognition events, for the purpose of supporting employee morale and facilitating employee advancement; AUTHORIZING the City Manager to establish rules and regulations specifying the circumstances in which the City may expend funds for such purposes, as well as controls to ensure the appropriate expenditure of such funds; and further DECLARING that such expenditures serve a public purpose.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

## SUPPLEMENTAL ITEMS

### MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

22. [202001871](#) **MOTION**, submitted by Councilmember Seelbach, **WE MOVE** that the Equity, Inclusion, Youth & the Arts Committee be moved to 3PM on Tuesday's in the A week beginning on Tuesday, November 10, 2020.

**Recommendation** ADOPT

**Sponsors:** Seelbach

23. [202002020](#) **RESOLUTION**, submitted by Mayor Cranley, **EXPRESSING** the support of the Mayor and Cincinnati City Council for the City Administration to proceed without delay to establish a program to provide financial relief to qualified low-income residential customers experiencing COVID-19-related economic hardship by forgiving delinquent water service and City of Cincinnati stormwater charges accumulated during the COVID-19 crisis between March 1 to September 30, 2020.

**Recommendation** PASS

**Sponsors:** Cranley

24. [202001887](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **AUTHORIZING** the City Manager to execute a Quitclaim Deed in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati in connection with transportation improvement project HAM 75-00.22.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

25. [202001992](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/21/2020, **ACCEPTING** and **CONFIRMING** the dedication of permanent easements to public use for the construction, maintenance, repair, and replacement of storm sewers and appurtenances over and across the property owned by Children's Hospital Medical Center, an Ohio non-profit corporation,

located at 5642 Hamilton Avenue in College Hill neighborhood of Cincinnati, in accordance with the plat entitled "Easement for storm sewer-Kings Run Watershed."

**Recommendation** PASS

**Sponsors:** City Manager

**ANNOUNCEMENTS**

**NEW BUSINESS**

Adjournment



October 28, 2020

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

**From:** Paula Boggs Muething, City Manager

202002056

**Subject: Ordinance – Oakley Pedestrian Tunnel Project**

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Attached is an emergency Ordinance captioned:

**AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” for the purpose of providing resources to facilitate the design and construction of a pedestrian tunnel in the Oakley neighborhood; **AUTHORIZING** the transfer and appropriation of \$265,000 from the unappropriated surplus of Oakley District Equivalent Fund 499 to the newly established capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” to provide resources for the design of a pedestrian tunnel under the railroad that separates the former Kenner Factory site and the Castfab/Oakley Station site; and **DECLARING** that expenditures from capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” are for a public purpose because the project will foster local improvements and investment and increase neighborhood vitality.

Approval of this Ordinance authorizes the City Manager to establish a new capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” for the purpose of providing resources to facilitate the design and construction of a pedestrian tunnel in the Oakley neighborhood. Approval of this Ordinance also authorizes the transfer and appropriation of \$265,000 from the unappropriated surplus of Oakley District Equivalent Fund 499 to the newly established capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” to provide resources for the design of a pedestrian tunnel under the railroad that separates the former Kenner Factory site and the Castfab/Oakley Station site. Lastly, this Ordinance declares that expenditures from capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” are for a public purpose because the project will foster local improvements and investment and increase neighborhood vitality.

It is anticipated that state and federal grants will be needed in the future to assist in covering the costs of construction, which is currently estimated at \$6.5 million to \$7.0 million.

This Ordinance is in accordance with the “Live” goal to “Become more walkable” as described on pages 156-159 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

## EMERGENCY

**KKF**

**- 2020**

**AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” for the purpose of providing resources to facilitate the design and construction of a pedestrian tunnel in the Oakley neighborhood; **AUTHORIZING** the transfer and appropriation of \$265,000 from the unappropriated surplus of Oakley District Equivalent Fund 499 to the newly established capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” to provide resources for the design of a pedestrian tunnel under the railroad that separates the former Kenner Factory site and the Castfab/Oakley Station site; and **DECLARING** that expenditures from capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” are for a public purpose because the project will foster local improvements and investment and increase neighborhood vitality.

WHEREAS, pedestrian access and walkability are important components of a thriving neighborhood and foster economic development; and

WHEREAS, development of a pedestrian tunnel in the Oakley neighborhood will connect the former Kenner Factory site and the Castfab/Oakley Station site which are otherwise divided by a railroad; and

WHEREAS, it is anticipated that state and federal grants will be needed in the future to assist in covering the costs of construction, which is currently estimated at \$6.5 million to \$7.0 million; and

WHEREAS, the Oakley Pedestrian Tunnel capital improvement project is in accordance with the “Live” strategy to “Become more walkable” as described on pages 156-159 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x164x211642, “Oakley Pedestrian Tunnel,” is hereby established for the purpose of providing resources for the design and construction of a pedestrian tunnel under a railroad that separates the former Kenner Factory site and the Castfab/Oakley Station site in the Oakley neighborhood.

Section 2. That the transfer and appropriation of the sum of \$265,000 from the unappropriated surplus of Oakley District Equivalent Fund 499 to the newly established capital

improvement program project account no. 980x164x211642, "Oakley Pedestrian Tunnel," to provide resources for the design of a pedestrian tunnel under the railroad that separates the former Kenner Factory site and the Castfab/Oakley Station site in the Oakley neighborhood, is hereby authorized.

Section 3. That expenditures from capital improvement program project account no. 980x164x211642, "Oakley Pedestrian Tunnel," are hereby declared to serve a public purpose because the projects will foster local improvements and investment and increase neighborhood vitality.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that the developer can close on financing and immediately begin construction as required by a development agreement.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

Date: October 28, 2020

To: Mayor and Members of City Council **202002058**

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – ACCEPTANCE OF SIDEWALK EASEMENT AT WERK ROAD AND GLENWAY AVENUE

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Attached is an emergency ordinance captioned as follows:

ACCEPTING and confirming the grant of a permanent sidewalk easement by BRE Retail Residual Owner 1 LLC in favor of the City of Cincinnati, on behalf of the general pedestrian public, across certain real property located in proximity to Werk Road in the Westwood neighborhood.

BRE Retail Residual Owner 1 LLC (“Grantor”) owns property located at the corner of Glenway Avenue and Werk Road in Westwood. They are redeveloping the property and seek to make certain sidewalk improvements to connect the property to the existing public sidewalk located on Werk Road.

Grantor desires to grant a permanent sidewalk easement to the City of Cincinnati for use of Grantor’s sidewalk improvements on the property, and has prepared and executed the *Grant of Sidewalk Easement* attached to this ordinance as Attachment A.

Grantor, at no expense to the City, shall maintain the sidewalk improvements and sidewalk easement area.

The reason for the emergency is the immediate need for the City to accept the sidewalk easement without delay so that the general pedestrian public may make use of, and benefit from, the sidewalk improvements at the earliest possible date.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Attachment A, Grant of Sidewalk Easement

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

## EMERGENCY

JRS

- 2020

**ACCEPTING** and confirming the grant of a permanent sidewalk easement by BRE Retail Residual Owner 1 LLC in favor of the City of Cincinnati, on behalf of the general pedestrian public, across certain real property located in proximity to Werk Road in the Westwood neighborhood.

WHEREAS, BRE Retail Residual Owner 1 LLC, a Delaware limited liability company (“Grantor”), owns certain real property located at the corner of Glenway Avenue and Werk Road in the Westwood neighborhood, as more particularly described in the *Grant of Sidewalk Easement* attached to this ordinance as Attachment A (the “Property”); and

WHEREAS, Grantor is redeveloping the Property and in connection with said redevelopment seeks to make certain sidewalk improvements to connect the Property to the existing public sidewalk network located within the public right-of-way known as Werk Road; and

WHEREAS, Grantor desires to grant a permanent sidewalk easement to the City of Cincinnati, on behalf of the general pedestrian public, for use of Grantor’s sidewalk improvements on the Property, and has prepared and executed the *Grant of Sidewalk Easement* attached to this ordinance as Attachment A; and

WHEREAS, the City Manager, upon consultation with the City’s Department of Transportation and Engineering, recommends that the Council accept the sidewalk easement granted under the *Grant of Sidewalk Easement* for the benefit of the general pedestrian public to facilitate and enhance pedestrian mobility in the Westwood neighborhood, and because Grantor, at no expense to the City, shall maintain the sidewalk improvements and sidewalk easement area; 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 sidewalk easement granted to the City of Cincinnati by BRE Retail Residual Owner 1 LLC, a Delaware limited liability company, on behalf of the general pedestrian public, as set forth in *Grant of Sidewalk Easement* attached to this ordinance as Attachment A.

Section 2. That the Council hereby authorizes the proper City officials to take all necessary and proper actions to carry out the terms of this ordinance, including the execution of

all necessary documents, the acceptance and confirmation of the proper conveyance instrument to the City, and the confirmation of such acceptance by the City Manager on the *Grant of Sidewalk Easement* substantially in the form attached to this ordinance as Attachment A.

Section 3. That the City Solicitor shall cause an authenticated copy of this ordinance to be filed with the Hamilton County, Ohio Auditor's Office, and recorded in the Hamilton County, Ohio Recorder's Office.

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 accept the sidewalk easement without delay so that the general pedestrian public may make use of, and benefit from, the sidewalk improvements at the earliest possible date.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

----- space above for Recorder's Office -----

### **GRANT OF SIDEWALK EASEMENT**

This Grant of Sidewalk Easement ("**Easement**") is made as of the Effective Date (as defined on the signature page hereof) by **BRE Retail Residual Owner 1 LLC**, a Delaware limited liability company ("**Grantor**"), in favor of the **City of Cincinnati**, an Ohio municipal corporation, having a mailing address of 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**") on behalf of the general pedestrian public.

#### Recitals:

A. Grantor is the owner of certain real property located at the corner of Glenway Avenue and Werk Road in Cincinnati, Ohio, designated as Hamilton County Auditor's Parcel No. 212-0063-0043-00 as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Grantor is re-developing the Property.

C. In connection with its re-development of the Property, the City's Department of Transportation & Engineering ("**DOT**") has requested Grantor to make certain improvements to a sidewalk on the Property connecting to existing sidewalks located within the public right-of-way known as Werk Road.

D. In accordance with plans approved by DOTE, Grantor has constructed or will construct such sidewalk improvements.

E. DOTE has requested that Grantor grant to the City an easement for the new sidewalk improvements for the benefit of the general pedestrian public to permit pedestrian use of said sidewalk improvements on the Property, and Grantor is amenable to grant said easement in connection with the re-development of the Property.

NOW THEREFORE, Grantor does hereby agree as follows:

1. **Grant of Easement.** Grantor does hereby grant to the City, on behalf of the general pedestrian public, a perpetual, non-exclusive easement for pedestrian use of the sidewalk located within the portion of the Property shown on Exhibit B (*Depiction of Easement Area*) and described on Exhibit C (*Legal Description of Easement Area*) hereto (the "**Sidewalk**" and "**Easement Area**"),

as applicable) to allow members of the general pedestrian public to pass on foot or in wheelchair or similar ambulatory device. Grantor shall ensure that pedestrian access through and across the Easement Area shall be available to the general pedestrian public at all times; *provided*, however, that Grantor shall have the right to restrict such access and egress for temporary periods to perform maintenance or repair of the Sidewalk or Easement Area. Grantor represents and warrants to the City that (i) it holds good and marketable fee simple title to the Easement Area and that to its actual knowledge there are no mortgages or other liens, utility or other easements, or other encumbrances of any kind that would materially adversely affect the use of the Sidewalk for pedestrian ingress/egress, and (ii) to its actual knowledge there are no underground utility lines within the Easement Area. Grantor reserves the right to use the Easement Area for all legal purposes so long as its use does not unreasonably interfere with the use of the Sidewalk for pedestrian ingress/egress. Without limitation of the foregoing, Grantor shall not permit the construction of any buildings, fences, walls, curbs or other structures or improvements of any kind within the Easement Area that would materially interfere with the use of the Sidewalk for pedestrian ingress/egress.

**2. Maintenance and Repairs.** Grantor, at no expense to the City, shall maintain the Sidewalk and Easement Area in a continuous state of good and safe condition and repair and in compliance with DOTE rules, regulations and standards and all applicable laws. If Grantor fails to properly maintain and repair the Sidewalk as required hereunder as determined by DOTE, and if Grantor fails to rectify such situation to the satisfaction of DOTE within 10 days after receiving written notice thereof from DOTE (or immediately if such failure has created a threat to public safety as determined by DOTE) (herein, a "default"), the City, at its option and without any obligation to do so, may immediately or at any time during the continuance of the default undertake such maintenance or repairs at Grantor's sole expense. Grantor shall pay the City within 10 days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Grantor's maintenance and repair obligations hereunder, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City hereunder are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision hereof or to exercise any right herein contained shall not constitute a waiver in the future of such right. As a material inducement to the City to accept the easement herein granted, Grantor shall and does hereby agree to defend and indemnify the City against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages arising from Grantor's failure to fulfill its maintenance and repair obligations hereunder, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property.

**3. Covenants Running with the Land.** The provisions contained herein shall be covenants running with the land and shall bind Grantor and its successors-in-interest, and shall inure to the benefit of the City.

**4. Termination.** Notwithstanding anything in this instrument to the contrary, Grantor, its successors, and assigns may not terminate the pedestrian access and use rights granted herein without the prior written consent of the City.

**5. Representations and Warranties.** Grantor represents and warrants to the City that: (i) it is duly organized, existing and in good standing under the laws of the State of Delaware; (ii)

{00320768-1}



it has full power and authority to enter into and perform its obligations under this Easement; (iii) this Easement has been duly and validly executed and delivered by its duly-authorized officer(s); and (iv) no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for its execution and delivery of this Easement.

**6. Notices.** All notices given under this Easement shall be deemed given if personally delivered or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the City at its address set forth in the introductory paragraph hereof, to the attention of the City's Department of Transportation and Engineering, and to Grantor at the following address(es), or at such other addresses as any party may designate by notice to the other parties given in the manner prescribed herein.

To Grantor: BRE Retail Residual Owner 1 LLC  
c/o Brixmor Property Group  
8700 W Bryn Mawr Ave, Suite 1000S  
Chicago, IL 60631

**7. General Provisions.**

(A) Amendments. This Easement may be amended only by a written amendment signed by Grantor or its successor as owner of the Easement Area, and the City.

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

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

**8. Exhibits.** The following Exhibits are attached hereto:

- Exhibit A – *Legal Description of the Property*
- Exhibit B – *Depiction of Easement Area*
- Exhibit C – *Legal Description of Easement Area*

*[Signature Page Follows]*

This Easement is executed on the dates of acknowledgment indicated below, effective as of the later of such dates (the "Effective Date").

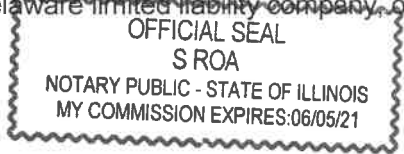
GRANTOR:

**BRE Retail Residual Owner 1 LLC**, a Delaware limited liability company

By: [Signature]  
Printed Name: John Hendrickson  
Title: VP - President - Midwest

STATE OF Illinois )  
 ) SS:  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2020, by John Hendrickson, the VP - President - Midwest of BRE Retail Residual Owner 1 LLC, a Delaware limited liability company, on behalf of the limited liability company.



[Signature]  
Notary Public  
My commission expires: 06/05/21

CITY'S ACCEPTANCE OF EASEMENT

Approval of this Easement was granted by City Planning Commission at its meeting on \_\_\_\_\_, 2020. Acceptance of this Easement was authorized by Ordinance # \_\_\_\_\_ passed by City Council on \_\_\_\_\_, 2020.

**City of Cincinnati**,  
an Ohio municipal corporation

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
John Brazina  
Director, Department of Transportation & Engineering

Approved as to Form by:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared in its unexecuted form, without benefit of title exam, by:  
Daniel E. Reitz, Esq.  
Graydon Head & Ritchey LLP  
312 Walnut Street, Suite 1800  
Cincinnati, Ohio 45202

## **Exhibit A**

### **Legal Description of Property**

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio:

And known as being part of located in Section 14, Town 2, Fractional Range 2, BTM, being part of Lots 4 and 6 of F.W. Schwartze's Estate as recorded in Plat Book 9, page 37, and part of Lot 3 of Western Woods Subdivision, Block "C" as recorded in Plat Book 95, Pages 4 and 5. of the Hamilton County, Ohio Records, and being part of the land conveyed to HK New Plan Exchange Property Owner II, LP in OR 10086, Page 3199 and being more particularly described as follows:

Beginning at a 5/8 inch iron rebar with cap inscribed "MSP" found at the intersection of the East line of said Lot 6 and the Southerly right-of-way line of Schwartze Avenue (60 feet in width), said corner being the Northwesterly corner of the land conveyed to Ronald S. & Annette Diers in D.B. 4172, Page 1404, being at the True Point of Beginning:

Thence South 5 deg. 34' 30" West, 1517.15 feet to 5/8 inch iron pin with smashed cap found on the Northerly right-of-way line of Werk Road;

Thence Westerly along said Northerly line of Werk Road, North 82 deg. 43' 28" West, 146.83 feet to a cross-notch found;

Thence continuing Westerly with said line, along the arc of a curve to the right (Radius=91.92 feet, Delta=17 deg. 53' 14"), a chord bearing and distance of North 73 deg. 46' 56" West, 28.58 feet to the Easterly right- of-way line of Glenway Avenue;

Thence Northwesterly along the Easterly right-or-way line of Glenway Avenue the following Ten (10) courses:

1) Along the arc of a curve to the left (Radius=1482.69 feet, Delta=7 deg. 25' 50"), a chord bearing and distance of North 39 deg. 46' 35" West, 192.15 feet;

2) North 43 deg. 29' 30" West, 70.88 feet;

3) Along the arc of a curve to the left (Radius=2329.33 feet, Delta=0 deg. 14' 53"), a chord bearing and distance of North 41 deg. 29' 34" West, 10.08 feet;

4) Along the arc of a curve to the left (Radius=3093.61 feet, Delta= 1 deg. 52' 30") a chord bearing and distance of North 42 deg. 33' 14" West, 101.23 feet;

5) North 43 deg. 29' 30" West, 362.77 feet to a cross-notch found;

6) Along the arc of a curve to the left (Radius=2220.25 feet, Delta=2 deg. 37' 30"), a chord bearing and distance of North 44 deg. 48' 17" West, 101.71 feet to a cross-notch found;

7) Along the arc of a curve to the left (Radius=1674.52 feet, Delta=6 deg. 53' 15"), a chord bearing and distance of North 49 deg. 33' 41" West, 201.17 feet to a cross-notch found;

8) Along the arc of a curve to the left (Radius=2220.25 feet, Delta=2 deg. 37' 30"), a chord bearing and distance of North 54 deg. 18' 55" West 101.71 feet to a cross-notch found;

9) North 55 deg. 37' 45" West, 34.71 feet to a cross-notch found;

10) North 53 deg. 24' 30" West, 411.31 feet to a 1/2 inch iron rebar found marking the Southeasterly corner of the parcel of land conveyed to General Mills Restaurant Group Inc., in D.B. 4318, Page 1603;

Thence departing said right-of-way Northerly along the Easterly line of said parcel, North 6 deg. 28' 30" East 423.37 feet to a corner of the parcel of land conveyed to Frisch's Restaurants Inc., in OR 9241, Page 4243 and OR 9187, Page 3510;

Thence Easterly along the Southerly line of said parcel, North 68 deg. 58' 00" East, 149.00 feet;

Thence Easterly along the Southerly line of said Frisch's parcel and then the Southerly line of the parcel of land conveyed of City View Investments LLC in OR 10338, Page 1223, North 56 deg. 30' 00" East, 359.38 feet to a 5/8 inch rebar with cap inscribed "MSP" found;

Thence Southerly along the Westerly line of the parcel of land conveyed to Ronald F. Koch Sr. in OR 8158, Page 2039, then the Westerly line of the parcel of land conveyed to Julio C. Abanto Tr. in OR 7967, Page 2322, and then the Westerly line of the parcel of land conveyed to Rao & Susee R. Paturi in OR 9008, Page 1441, South 37 deg. 57' 30" East, 97.51 feet to a PK nail found marking the Southwesterly corner of said Paturi parcel, witness a RR Spike found bearing North 0 deg. 14' 41" West, 0.94 feet;

Thence along a new division line the following Eighteen (18) courses:

1) South 76 deg. 43' 07" West, 181.52 feet to a 5/8 inch iron pin with cap set;

2) South 3 deg. 16' 17" West, 118.49 feet to a MAG nail set;

3) South 86 deg.43' 43" East, 73.65 feet to a MAG nail set;

4) South 3 deg. 16' 17" West, 102.33 feet;

5) South 86 deg. 42' 34" East, 15.00 feet;

6) South 3 deg. 16' 17" West, 215.52 feet to a MAG nail set;

7) South 86 deg. 44' 14" East, 20.19 feet to a MAG nail set;

8) South 3 deg. 16' 17" West, 262.63 feet to a MAG nail set;

9) South 55 deg. 35' 22" East, 216.35 feet to a MAG nail set;

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- 10) South 47 deg. 58' 34" East, 138.42 feet to a MAG nail set;
- 11) Along the arc of a curve to the right (Radius=515.00 feet, Delta =8 deg. 18' 56"), a chord bearing and distance of South 43 deg. 49' 06" East, 74.68 feet to a MAG nail set;
- 12) South 39 deg. 39' 38" East, 144.14 feet to a MAG nail set;
- 13) North 3 deg. 16' 17" East, 610.42 feet to a MAG nail set;
- 14) Along the arc of a curve deflecting to the left (Radius=59.00 feet, Delta=28 deg. 13' 51"), a chord bearing and distance of South 87 deg. 31' 14" West, 28.78 feet to a MAG nail set;
- 15) Above the arc of a curve to the right (Radius=66.00 Feet, Delta=16 deg. 34' 43") a chord bearing and distance of South 81 deg. 43' 41" West, 19.11 feet to a MAG nail set;
- 16) North. 3 deg. 16' 17" East, 220.34 feet;
- 17) South 86 deg. 43' 43" East, 15.00 feet;
- 18) North 3 deg. 16' 17" East 255.52 feet to a 5/8 inch iron pin with cap set on the Southerly right-of-way line of Schwartze Avenue;

Thence Easterly along said Southerly line South 73 deg. 51' 30" East, 442.57 feet to a MAG nail found marking a point of curvature of Schwartze Avenue;

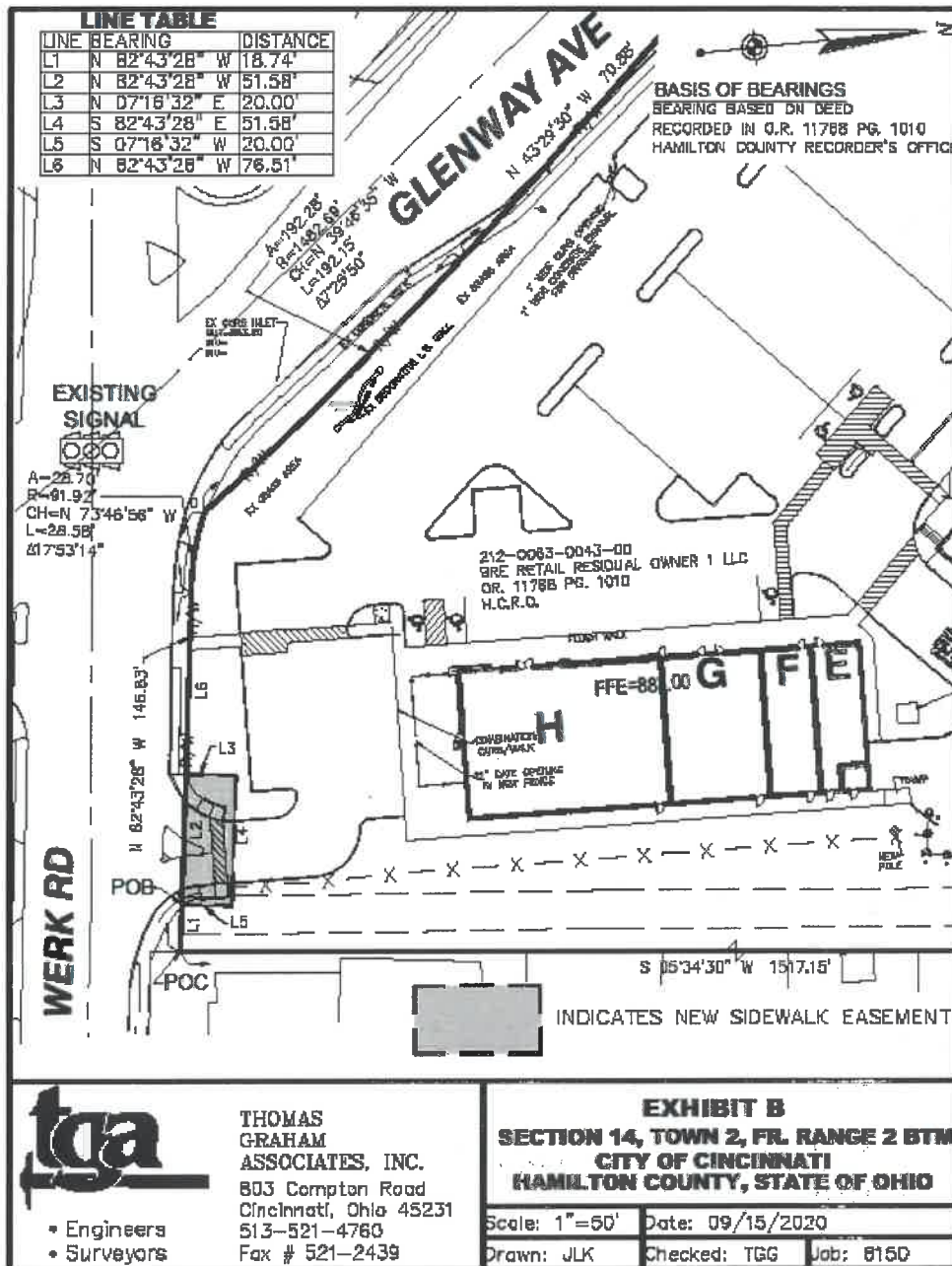
Thence along the arc of a curve to the left (Radius=330.00 feet, Delta=10 deg. 33' 58") a chord bearing and distance of South 79 deg. 08' 30" East, 60.77 feet to the point of tangency;

Thence South 84 deg. 25' 30" East, 112.26 feet to The True Point of Beginning, containing 26.5971 acres or land more or less.

PPN: 212-0063-0043 & 193 cons.

### Exhibit B

### Depiction of Easement Area





803 Compton Road, Suite A  
Cincinnati, Ohio 45231-3819  
(513) 521-4760  
Fax (513) 521-2439  
bobtrenkamp@tgraham.com

### Exhibit C

#### Legal Description of Easement Area

##### Legal description:

Situated in Section 14, Township 2, Fractional Range 2, BTM, City of Cincinnati, Hamilton County, State of Ohio, being part of property conveyed to BRE Retail Residual Owner 1 LLC by deed recorded July 8<sup>th</sup>, 2011 in Official Record 11768, Page 1010 of the Hamilton County Recorder's Office and being more particularly described as follows:

Commencing at the Southeast corner of property conveyed to BRE Retail Residual Owner 1 LLC by deed recorded July 8<sup>th</sup>, 2011 in Official Record 11768, Page 1010 of the Hamilton County Recorder's Office and the existing North right-of-way line of Werk Road;

thence departing the said Southeast corner with the said existing North right-of-way line,

L1 **North 82° 43' 28" West, 18.74 feet** to the point of beginning of the herein described easement:

L2 thence continuing with the said existing North right-of-way line,  
**North 82° 43' 28" West, 51.58 feet;**

L3 thence departing the existing North right-of-way line of Werk Road,  
**North 07° 16' 32" East, 20.00 feet;**

L4 thence **South 82° 43' 28" East, 51.58 feet;**

L5 thence **South 07° 16' 32" West, 20.00 feet** to the existing North right-of-way line of Werk Road and the point of beginning.

Basis of Bearings: Official Record 11768 Page 1010  
Hamilton County Recorder's Office



AUTHORITY CERTIFICATE

The undersigned does hereby certify that he/she is the duly elected, qualified and acting incumbent EVP - President - Midwest of BRE Retail Residual Owner 1 LLC, a Delaware limited liability company ("BRE"), and that he/she is authorized, empowered and approved to execute and deliver to the City of Cincinnati for the benefit of the general pedestrian public, on behalf of BRE, in his/her capacity as such officer, a certain Grant of Sidewalk Easement relating to certain real property owned by BRE and located at the corner of Glenway Avenue and Werk Road in Cincinnati, Ohio.

Dated as of October 14, 2020.

Signature:   
Printed Name: JOHN HENNRICHSEN  
Title: EVP - PRESIDENT - MIDWEST

October 28, 2020

**To:** Mayor and Members of City Council  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Ordinance – Mural and Sculpture Arches in Lower Price Hill and East Price Hill

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**202002062**

Transmitted is a Notwithstanding Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to install and maintain a mural and sculpture arches in certain public right-of-way in the Lower Price Hill and East Price Hill neighborhoods known as Maryland Avenue, notwithstanding any conflicting Department of Transportation and Engineering rules and regulations or any provision of the Cincinnati Municipal Code that would prohibit the installation and maintenance of the mural and sculpture arches.

The City Planning Commission recommended approval of the amendment at its October 23, 2020 meeting.

Summary

In November 2019, City Council approved an ordinance which accepted a donation from Devou Good Project, Inc. to provide resources for bicycle and pedestrian transportation improvements to a portion of Maryland Avenue in East Price Hill (Ordinance No. 424-2019). In continuing efforts to enhance this pedestrian access of Maryland Avenue, known as “Incline Run,” Price Hill Will, the community development corporation that serves East Price Hill and Lower Price Hill, requests the proposed Notwithstanding Ordinance to permit the installation of two sculpture arches and a mural within the City-owned right-of-way. The proposed pair of sculpture arches, approximately 14’ wide by 12’ tall, will be placed at each entrance to a segment of the City-owned right-of-way of Maryland Avenue, between Lower Price Hill and East Price Hill as outlined in and local businesses. The proposed mural will be painted on a retaining wall within the subject segment of Maryland Avenue and will pay tribute to the Price Hill Incline.

The City Planning Commission recommended the following on October 23, 2020 to City Council:

**APPROVE** the Notwithstanding Ordinance permitting the installation of a mural and artwork in the City-owned right-of-way of Maryland Avenue in East Price Hill and Lower Price Hill with the following conditions:

- 1) That the City-owned right-of-way of Maryland Avenue where the mural and sculpture installations are proposed is not a vehicular use right-of-way and is to be used as a pedestrian right-of-way providing access between Lower Price Hill and East Price Hill; and
- 2) That the mural and sculpture installations be placed in the specific locations as listed by the applicant in Exhibit B and as reviewed and approved by the appropriate City departments; and
- 3) That the mural and sculpture installation designs adhere to the example illustrations as provided by the applicant in Exhibit B; and

- 4) The petitioner shall coordinate with the City regarding the donation of the mural and sculpture aches in the right of way including a contract with the City in a similar form as the City of Cincinnati Artwork Donation Agreement (Exhibit C); and
- 5) All artists involved in the creation and installation of the artwork shall provide the City with a Waiver of Rights pursuant to the Visual Artists Rights Act (Exhibit D).

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

## EMERGENCY

**JRS**

**- 2020**

**AUTHORIZING** the City Manager to install and maintain a mural and sculpture arches in certain public right-of-way in the Lower Price Hill and East Price Hill neighborhoods known as Maryland Avenue, notwithstanding any conflicting Department of Transportation and Engineering rules and regulations or any provision of the Cincinnati Municipal Code that would prohibit the installation and maintenance of the mural and sculpture arches.

WHEREAS, the City of Cincinnati wishes to install a mural and sculpture arches (“Artwork”), as depicted in Exhibit A to this ordinance, in certain City-owned right-of-way known as Maryland Avenue in the Lower Price Hill and East Price Hill neighborhoods in order to enliven the space and to promote public awareness of the arts; and

WHEREAS, the City may designate one or more agents or contractors, including Price Hill Will (“Price Hill Will”), to carry out all or a portion of the work required to install and maintain the Artwork; and

WHEREAS, the City may also accept donations from one or more persons, including Price Hill Will, in order to offset the cost and expense associated with the installation and maintenance of the Artwork and to ensure the installation and maintenance of the Artwork shall have little or no impact on the General Fund of the City of Cincinnati; and

WHEREAS, the installation and maintenance of the Artwork shall be performed under the management of the Department of Transportation and Engineering (“DOT”), and any agents or contractors of the City, including Price Hill Will, shall comply with rules and regulations established by DOT regarding the installation and maintenance of the mural, including rules and regulations concerning its location, size, materials, and means of installation and maintenance as necessary to ensure public safety; and

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

WHEREAS, the City will own the Artwork created under this project, will maintain complete control over the public right-of-way as necessary for public safety, and will require the artists who install and maintain the mural to waive their rights to the installation, including waiving all applicable rights to the Artwork under the federal Visual Artists Rights Act of 1990, 17 U.S.C. §§ 106A and 113(d), so as to ensure that expression made through the Artwork constitutes government speech; and

WHEREAS, the extent of maintenance and repair of the Artwork shall remain within the City's discretion, and the Artwork shall remain subject to removal by the City, in part or in whole, at any time; and

WHEREAS, DOTE has determined that the Artwork will not detract from, interfere with, or obscure official traffic control devices, will be safe, and will not unreasonably interfere with the use of Maryland Avenue by pedestrians and motorists; and

WHEREAS, the City has an interest in promoting the arts, including within the public right-of-way, notwithstanding the provisions of the Cincinnati Municipal Code that would normally prohibit such displays, when the proposed display will not negatively impact the health, safety, or welfare of residents and users of the right-of-way; and

WHEREAS, Council finds that the installation and maintenance of the Artwork in Lower Price Hill and East Price Hill will beautify the public right-of-way, enhance civic pride, and advance public health and wellness goals; and

WHEREAS, the installation and maintenance of this Artwork is consistent with the "Live" goal to "Create a more livable community" as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Council hereby declares the installation and maintenance of the mural and sculpture arches identified on the attached Exhibit A ("Artwork") in certain City-owned right-of-way in the Lower Price Hill and East Price Hill neighborhoods known as Maryland Avenue to be a matter of significant public interest, and it hereby resolves to raise public awareness of the arts through the installation and maintenance of this conspicuous interactive and visual art; further that, notwithstanding the provisions of the Cincinnati Municipal Code that would normally restrict such displays within the public right-of-way, Council has determined that the installation and maintenance of the Artwork is in the interest of the public health, safety, morals, and general welfare and will not negatively impact the health, safety, morals, or welfare of residents and users of the public right-of-way.

Section 2. That the City's installation and maintenance of the Artwork is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum.

Section 3. That the City Manager is hereby authorized to install and maintain the Artwork in that certain City-owned right-of-way in the Lower Price Hill and East Price Hill neighborhoods known as Maryland Avenue, which Artwork shall be substantially consistent with the design depicted on the attached Exhibit A, attached hereto and incorporated herein by reference, and shall be located in the area depicted on the same exhibit, notwithstanding any conflicting Department of Transportation and Engineering ("DOTE") rules and regulations, and any provisions of the Cincinnati Municipal Code.

Section 4. That the installation and maintenance of the Artwork shall be performed under the management of the Department of Transportation and Engineering ("DOTE"), and any agents or contractors of the City, including Price Hill Will, shall comply with rules and regulations established by DOTE regarding the installation and maintenance of the Artwork, including rules and regulations concerning its location, size, materials, and means of installation and maintenance as necessary to ensure public safety.

Section 5. That the City Manager is authorized to engage one or more agents or contractors to assist with the City's installation and maintenance of the street mural on such terms and conditions that the City Manager determines are in the best interests of the City, and any work performed by the agents and contractors so engaged by the City Manager shall be performed under the management of the City Manager or her designee, who shall have the sole authority to approve the design, location, size, materials, and means of installation and

maintenance of the mural and to establish rules and regulations for the same as necessary to ensure public safety.

Section 6. That the extent of maintenance and repair of the Artwork shall remain within the City's discretion, and the Artwork shall remain subject to removal by the City, in part or in whole, at any time.

Section 7. That the City will own the Artwork created under this project, will maintain complete control over the right-of-way as necessary for public safety, and will require the artists who install and maintain the Artwork to waive their rights to the installation, including waiving all applicable rights to the Artwork under the federal Visual Artists Rights Act of 1990, 17 U.S.C. §§ 106A and 113(d), so as to ensure that expression made through the Artwork constitutes government speech.

Section 8. That the City Manager is authorized to accept donations, including materials, labor, money, and in-kind services, on such terms and conditions that the City Manager determines are in the best interests of the City, in order to offset the cost and expense associated with the installation and maintenance of the Artwork, so that the installation and maintenance of the Artwork shall have little or no impact on the General Fund of the City of Cincinnati.

Section 9. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Sections 1 through Section 8 hereof.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the public art project described in this ordinance to

proceed as scheduled and to allow the corresponding benefits to the City and the neighborhoods of Lower Price Hill and East Price Hill to begin at the earliest possible time.

Passed: \_\_\_\_\_, 2020

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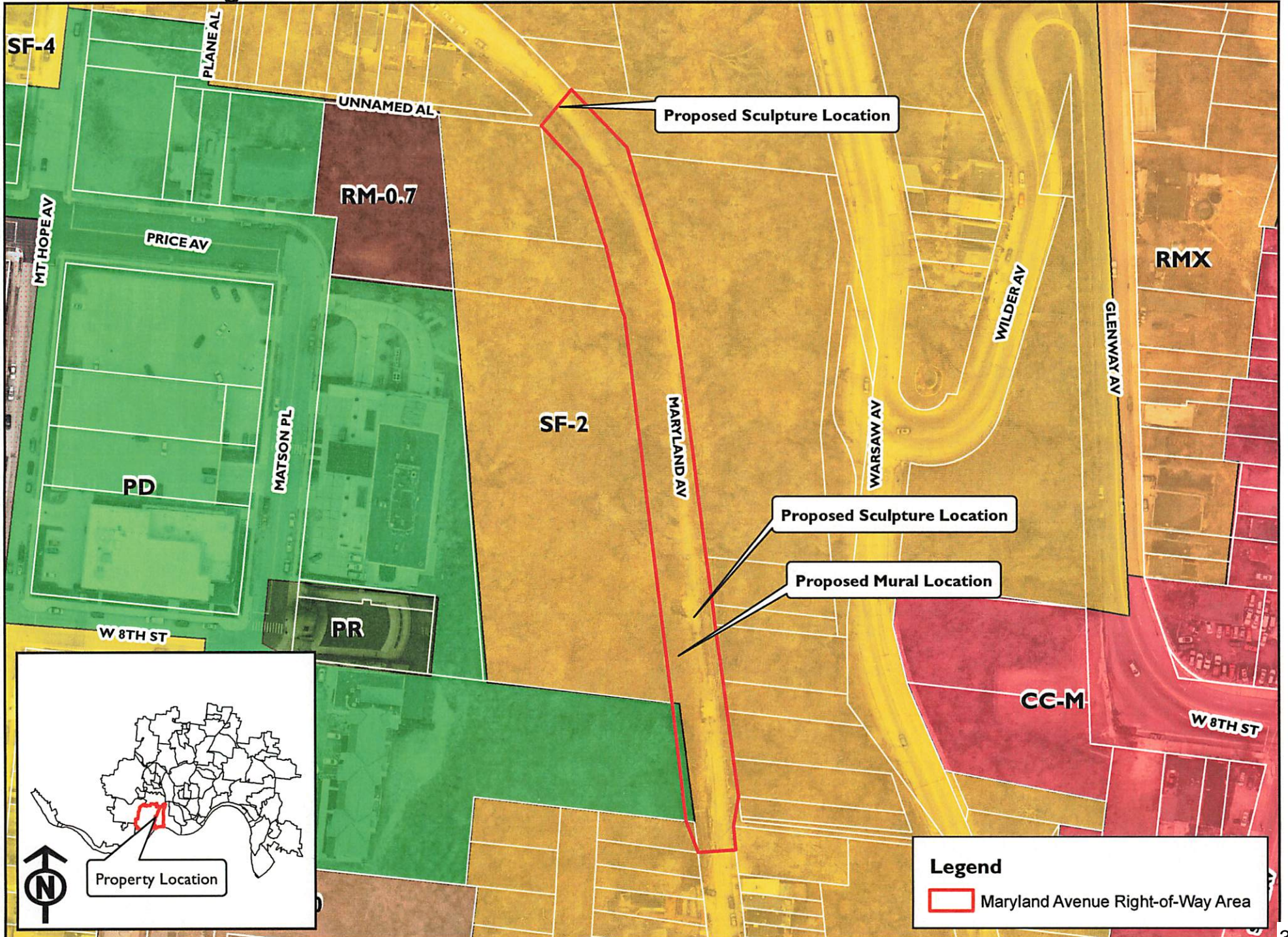
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk



ATTACHMENT A

# Notwithstanding Ordinance for Artwork Installation in East Price Hill and Lower Price Hill



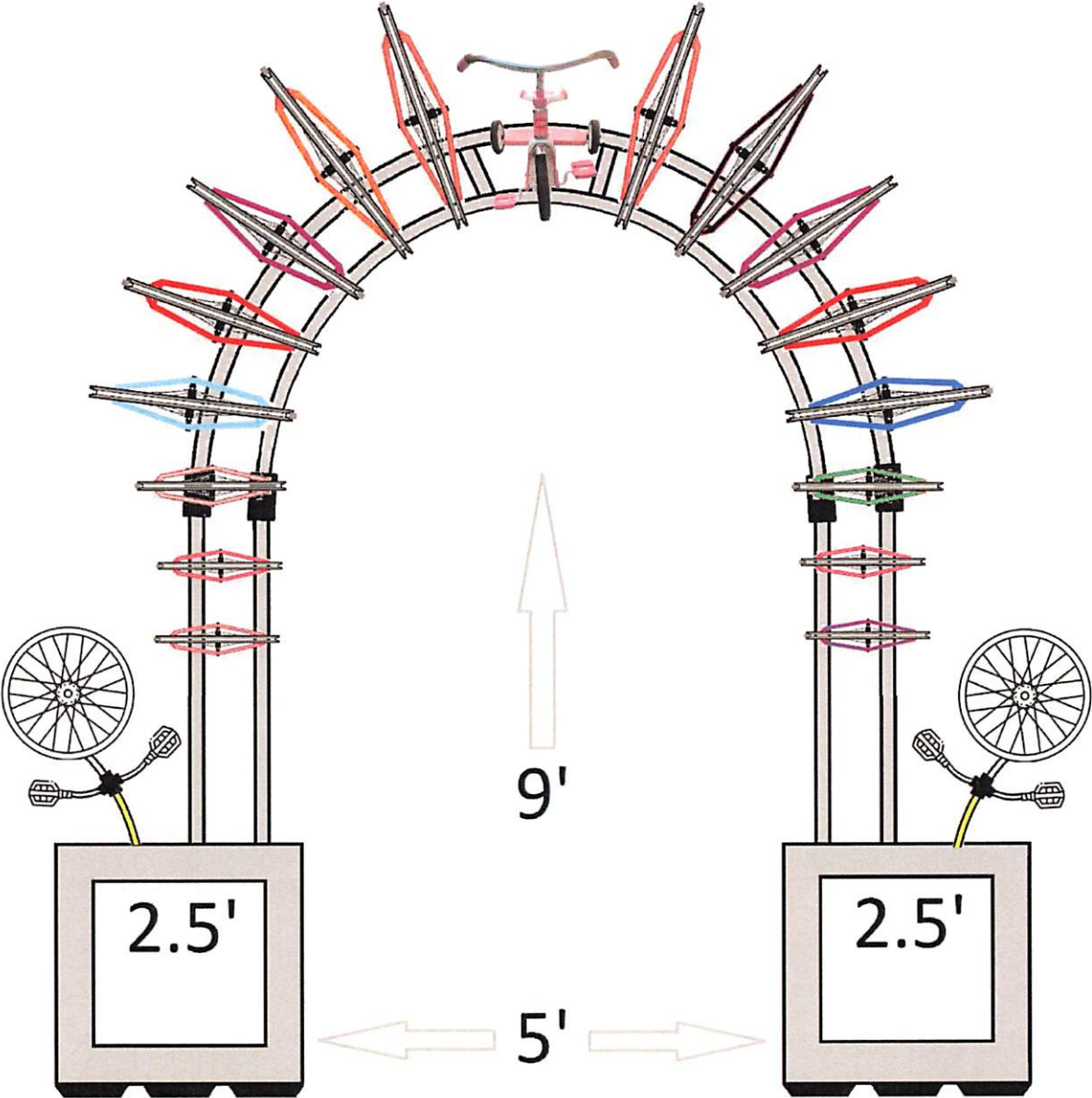




Rough layout of north entrance arch components:



Bike Arch South Entrance Mockup:



October 28, 2020

Cincinnati City Council  
Council Chambers, City Hall  
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**AUTHORIZING** the City Manager to install and maintain a mural and sculpture arches in certain public right-of-way in the Lower Price Hill and East Price Hill neighborhoods known as Maryland Avenue, notwithstanding any conflicting Department of Transportation and Engineering rules and regulations or any provision of the Cincinnati Municipal Code that would prohibit the installation and maintenance of the mural and sculpture arches.

**Summary:**

In November 2019, City Council approved an ordinance which accepted a donation from Devou Good Project, Inc. to provide resources for bicycle and pedestrian transportation improvements to a portion of Maryland Avenue in East Price Hill (Ordinance No. 424-2019). In continuing efforts to enhance this pedestrian access of Maryland Avenue, known as "Incline Run," Price Hill Will, the community development corporation that serves East Price Hill and Lower Price Hill, requests the proposed Notwithstanding Ordinance to permit the installation of two sculpture arches and a mural within the City-owned right-of-way. The proposed pair of sculpture arches, approximately 14' wide by 12' tall, will be placed at each entrance to a segment of the City-owned right-of-way of Maryland Avenue, between Lower Price Hill and East Price Hill as outlined in and local businesses. The proposed mural will be painted on a retaining wall within the subject segment of Maryland Avenue and will pay tribute to the Price Hill Incline.

The City Planning Commission recommended the following on October 23, 2020 to City Council:

**APPROVE** the Notwithstanding Ordinance permitting the installation of a mural and artwork in the City-owned right-of-way of Maryland Avenue in East Price Hill and Lower Price Hill with the following conditions:

- 1) That the City-owned right-of-way of Maryland Avenue where the mural and sculpture installations are proposed is not a vehicular use right-of-way and is to be used as a pedestrian right-of-way providing access between Lower Price Hill and East Price Hill; and
- 2) That the mural and sculpture installations be placed in the specific locations as listed by the applicant in Exhibit B and as reviewed and approved by the appropriate City departments; and
- 3) That the mural and sculpture installation designs adhere to the example illustrations as provided by the applicant in Exhibit B; and
- 4) The petitioner shall coordinate with the City regarding the donation of the mural and sculpture arches in the right of way including a contract with the City in a similar form as the City of Cincinnati Artwork Donation Agreement (Exhibit C); and
- 5) All artists involved in the creation and installation of the artwork shall provide the City with a Waiver of Rights pursuant to the Visual Artists Rights Act (Exhibit D).

Motion to Approve: Mr. Juech

Ayes:

Mr. Smitherman

Seconded: Mr. Eby

Ms. McKinney

Mr. Juech

Mr. Eby

Ms. Stallworth

THE CITY PLANNING COMMISSION



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

October 28, 2020

To: Nicole Crawford, Office of the Clerk of Council

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

Copies to: Andy Juengling, AICP, Senior City Planner

Subject: Ordinance – Mural and Sculpture Arches in Lower Price Hill and East Price Hill

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The above referenced ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the next available meeting of the Economic Growth & Zoning Committee. This item requires a public hearing following a required 14-day notification period by mail and in the City Bulletin.

Included in this submission are the following items:

- 1) The transmittal letter to the Economic Growth & Zoning Committee;
- 2) A copy of the City Planning Commission staff report dated October 23, 2020;
- 3) The Ordinance Notwithstanding the mural and artwork installation on City-owned right-of-way of Maryland Avenue in East Price Hill and Lower Price Hill;
- 4) The mailing labels for notification of all property owners within the 400 feet of the zone change; and
- 5) A copy of the mailing labels for your records

**Honorable City Planning Commission  
Cincinnati, Ohio**

**SUBJECT:** A report and recommendation on a proposed Notwithstanding Ordinance permitting the installation of a mural and artwork in City-owned right-of-way along a portion of Maryland Avenue in Lower Price Hill and East Price Hill.

**GENERAL INFORMATION:**

Location: Portion of City-owned right-of-way of Maryland Avenue

Petitioner: Price Hill Will

Petitioner's Address: 3301 Price Avenue, Cincinnati, OH 45205

**ATTACHMENTS:**

Provided in addition to this report are the following attachments:

- Exhibit A Location Map
- Exhibit B Notwithstanding Ordinance (NWO) Application
- Exhibit C City of Cincinnati Artwork Donation Agreement
- Exhibit D Waiver of Rights Pursuant to the Visual Artists Rights Act (VARA)

**BACKGROUND:**

In November 2019, City Council approved an ordinance which accepted a donation from Devou Good Project, Inc. to provide resources for bicycle and pedestrian transportation improvements to a portion of Maryland Avenue in East Price Hill (Ordinance No. 424-2019). Since that time, the portion of Maryland Avenue, approximately 550 feet in length, that connects Lower Price Hill to East Price Hill has been cleared of overgrowth and provides pedestrian access between the two neighborhoods. In continuing efforts to enhance this pedestrian access of Maryland Avenue, known as "Incline Run," Price Hill Will, the community development corporation that serves East Price Hill and Lower Price Hill, requests the proposed Notwithstanding Ordinance to permit the installation of two sculpture arches and a mural within the City-owned right-of-way.

The proposed pair of sculpture arches, approximately 14' wide by 12' tall, will be placed at each entrance to a segment of the City-owned right-of-way of Maryland Avenue, between Lower Price Hill and East Price Hill as outlined in Exhibit A. The exact installation location of the arches at each entrance will be dependent on the location of underground utilities, and review and approval by the appropriate City departments, such as the Department of Transportation and Engineering, MSD, and Greater Cincinnati Water Works. The proposed sculpture arches will allow for pedestrian and emergency vehicles to pass underneath the arch. The materials include bicycles and bicycle parts that have been donated by community members and local businesses. The proposed mural will be painted on a retaining wall within the subject segment of Maryland Avenue and will pay tribute to the Price Hill Incline. The mural is proposed to be approximately 702 square feet in size (270 square feet of the existing retaining wall and 432 square feet of stone wall above the existing retaining wall).

Section 111-5 of the Cincinnati Municipal Code allows for community councils, including an organization participating in the neighborhood support program, to apply for Notwithstanding Ordinances (NWO) through the Director of City Planning as long as the need for the relief from existing legislative and administrative procedures is outlined. In the application, Price Hill Will outlined that the requested NWO would allow for the installation of the mural and the sculptures to be installed within



City right-of-way, that would otherwise not be permitted without a change to existing legislation, or the implementation of a special program through the Department of Transportation and Engineering.

**PUBLIC COMMENT:**

Public notification was sent to the East Price Hill Improvement Association, the Lower Price Hill Community Council, and adjoining property owners of the subject portion of Maryland Avenue on October 8, 2020, in anticipation of the Notwithstanding Ordinance. No comments have been received to date.

**ANALYSIS:**

The Department of City Planning has consistently taken a position to not support any Notwithstanding Ordinances because they do not comply with the Cincinnati Zoning Code that the Department is charged with developing and enforcing. However, Cincinnati Municipal Code Section 111-5 establishes certain factors for evaluation by the City Council committee that considers a Notwithstanding Ordinance application, and the Department will therefore provide input on the following factors. The City Planning Commission shall consider the following when making a recommendation on NWOs to City Council:

- 1) Whether the proposed application will not have an adverse effect on the character of the area or the public health, safety and welfare;

*The mural and sculpture arches are proposed within City-owned right-of-way that has been reactivated exclusively for pedestrian and bicycle use. The sculpture arches have been designed in a manner that will allow for adequate access of emergency vehicles in case of emergency along the subject portion of right-of-way. The mural and sculpture arches are not expected to have any negative impact on the character of the proposed location areas, or the public health, safety, and welfare as the statues are intended for the enjoyment and benefit of the public.*

- 2) Whether the proposed application is consistent with the purposes of this code and the zoning district where the subject property is located including but not limited to:

- (a) Providing a guide for the physical development of the city.

*Not applicable to this application.*

- (b) Preserving the character and quality of residential neighborhoods.

*The mural and sculpture arches are not expected to have any negative impact on the quality of residential neighborhoods and are intended for the enjoyment and benefit of the public. The installation of the proposal is intended to further instill that this portion of Maryland Avenue has been reactivated as a pedestrian connection between Lower Price Hill and East Price Hill.*

- (c) Fostering convenient, harmonious and workable relationships among land uses.

*Not applicable to this application.*

- (d) Achieving the arrangement of land uses described in the comprehensive plan for the development of the city as may have been adopted by council.

*The Notwithstanding Ordinance is consistent with several sections of Plan Cincinnati (see "Consistency with Plan Cincinnati" for further information in this staff report).*

- (e) Promoting the economic stability of existing land uses and protecting them from intrusions by inharmonious or harmful land uses.

*Not applicable to this application.*

- (f) Providing opportunities for economic development and new housing for all segments of the community.

*Not applicable to this application.*

- (g) Creating pedestrian-friendly environments to reduce reliance on the automobile for travel.

*The proposed mural and sculpture arches demonstrate commitment of this portion of Maryland Avenue as a pedestrian-friendly connection between two neighborhoods that are separated by steep topography that otherwise have limited pedestrian connectivity and heavily rely on automobile connections.*

- (h) Preventing excessive population densities and overcrowding of land or buildings.

*Not applicable to this application.*

- (i) Ensuring the provision of adequate open space for light, air and fire safety.

*Not applicable to this application.*

- (j) Ensuring that development is compatible with the environment, particularly on the hillsides and along the riverfront.

*Not applicable to this application.*

- (k) Promoting the conservation, protection, restoration and enhancement of the historic resources of the city.

*The proposed mural is a depiction of the Price Hill Incline that connected the basin and Lower Price Hill neighborhood to East Price Hill and the overall Price Hill area. The mural is proposed in the exact location that the incline historically travelled, paying homage to the city's history.*

- (l) Lessening congestion in the public streets by providing for off-street parking and loading areas for commercial vehicles.

*Not applicable to this application.*

- (m) Providing effective signage that is compatible with the surrounding urban environment.

*The proposed sculpture arches design includes the words "Incline Run" at the top of the arch, informing pedestrians of the connection. This is compatible and appropriate in scale with the pedestrian connection of this segment of Maryland Avenue.*

- (n) Setting standards by which a nonconforming use may continue to function and to provide for the adaptive reuse of nonconforming buildings.

*Not applicable to this application.*

**CONSISTENCY WITH PLANS:**

*Price Hill Plan (2015)*

The Notwithstanding Ordinance is consistent with the *Price Hill Plan (2015)*, particularly within the Arts and Culture Theme Goal that “Price Hill is an arts destination” (page 25), and the Action Step to “support community art...in Lower, East, and West Price Hill” (page 25). The proposed mural and sculpture arches are proposed will increase the local art community and installations in East Price Hill and Lower Price Hill. The Notwithstanding Ordinance is also consistent with the Transportation Theme Goal that “Price Hill develops into a place that is attractive to residents and customers who want to travel without the use of a vehicle” (page 55) and the Action Step to “develop the former site of the incline into a pedestrian connection” (page 55). The proposed mural and sculpture arches further enhance the subject portion of Maryland Avenue as a pedestrian connection and celebrates the history of the incline.

*Plan Cincinnati (2012)*

The Notwithstanding Ordinance is also consistent with *Plan Cincinnati (2012)*, specifically within the Connect Initiative Area and the Goal to “Develop an efficient multi-modal transportation system that supports neighborhood vitality” (page 129), and the Strategy to “Expand options for non-automotive travel” (page 130). The proposed Notwithstanding Ordinance demonstrates a commitment to the City-owned portion of Maryland Avenue serving as an exclusive pedestrian connection between Lower Price Hill and East Price Hill, safely connecting westside neighborhoods to the basin for pedestrians. The NWO is also consistent with the Live Initiative Area and the Goal to “Create a more livable community” (page 156) and the Strategy to “Become more walkable” (page 157). The proposed Notwithstanding Ordinance allows for installations of art that make a pedestrian connection more inviting, which further enhances the walkability and connectivity of an area of the city with topographical challenges.

**CONCLUSIONS:**

The Notwithstanding Ordinance to permit the installation of the mural of the Price Hill Incline and the installation of sculpture arches at specific locations within the portion of City-owned right-of-way of Maryland Avenue provides for a unique and distinctive way to celebrate the incline’s history, and provide for a pedestrian connection between Lower Price Hill and East Price Hill. The Notwithstanding Ordinance is also consistent with Plan Cincinnati, specifically within the Connect and Live Initiative Areas.

The Department of City Planning has consistently taken the position to not support any Notwithstanding Ordinances for land use decisions because they do not comply with the zoning laws that the department is charged with developing and enforcing.

**RECOMMENDATION:**

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

**DENY** the Notwithstanding Ordinance permitting the installation of a mural and artwork in the City-owned right-of-way of Maryland Avenue for the following reason:

- 1) The Department of City Planning cannot support any Notwithstanding Ordinances for land use decisions because the ordinances do not comply with the zoning laws that the Department of City Planning is charged with developing and enforcing.

If the City Planning Commission decides to recommend approval of the Notwithstanding Ordinance, the City Planning Commission should consider the following conditions:

- 1) That the City-owned right-of-way of Maryland Avenue where the mural and sculpture installations are proposed is not a vehicular use right-of-way and is to be used as a pedestrian right-of-way providing access between Lower Price Hill and East Price Hill; and
- 2) That the mural and sculpture installations be placed on in the specific locations as listed by the applicant in Exhibit B and as reviewed and approved by the appropriate City departments; and
- 3) That the mural and sculpture installation designs adhere to the example illustrations as provided by the applicant in Exhibit B; and
- 4) The petitioner shall coordinate with the City regarding the donation of the mural and sculpture aches in the right of way including a contract with the City in a similar form as the City of Cincinnati Artwork Donation Agreement (Exhibit C); and
- 5) All artists involved in the creation and installation of the artwork shall provide the City with a Waiver of Rights pursuant to the Visual Artists Rights Act (Exhibit D).

Respectfully submitted:



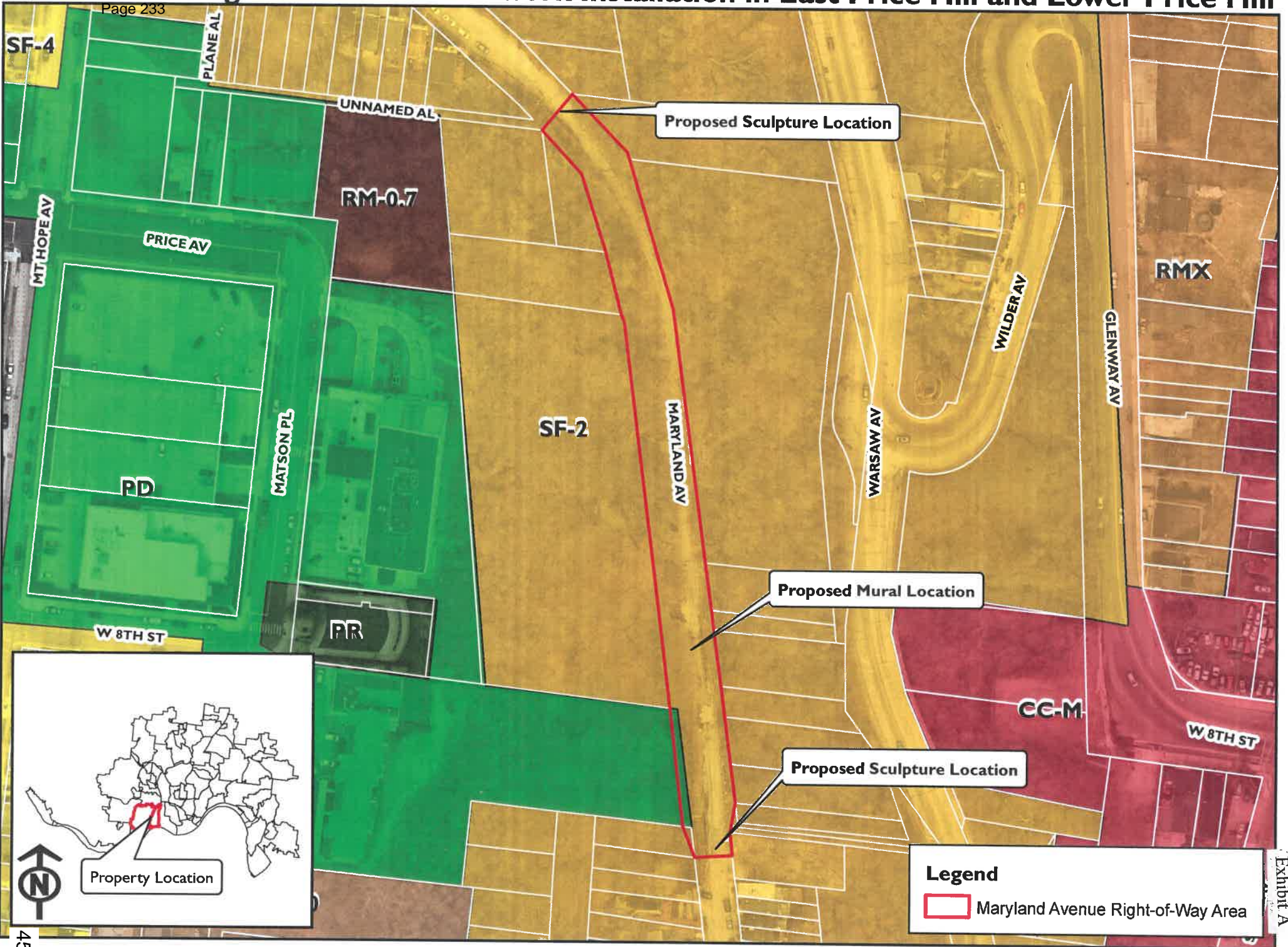
Andy Juengling, AICP, Senior City Planner  
Department of City Planning

Approved:



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

# Notwithstanding Ordinance for Artwork Installation in East Price Hill and Lower Price Hill





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 CINCINNATI OHIO 45202  
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 F 513 352 2579  
 WWW.CINCINNATI-OH.GOV  
 CAGIS.HAMILTON-CO.ORG

<b>Notwithstanding Ordinance Application</b>
INITIALIZED BY _____

**Part A - Identification**


Subject Property Address (Please print in blue or black ink only) <b>Adjacent to 2573 Maryland Ave, Cincinnati OH 45204</b>		
Applicant - Name (Print) <b>Samantha Conover / Price Hill Will</b>	Phone No <b>(419) 345-8996</b>	E-mail Address <b>samantha@pricehillwill.org</b>
Street Number & Name <b>3301 Price Avenue</b>	City / State / Zip Code <b>Cincinnati, OH 45205</b>	Phone No / Fax No <b>(513) 251-3800 ext 105 / (513) 251-8500</b>
Relationship of Applicant to Owner: <input type="checkbox"/> Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Attorney		
Property Owner - Name (Print) <b>N/A - Location is public property and owned by the City of Cincinnati</b>	Phone No	E-mail Address
Street Number & Name <b>Adjacent to 2573 Maryland Ave.</b>	City / State / Zip Code <b>Cincinnati, OH 25204</b>	Phone No / Fax No

**Part B - Submission Requirements (Please provide the following for a complete application)**

1. **A copy of the zoning map showing the subject property. A copy may be obtained through the Zoning Administration by emailing zoninginfo@cincinnati-oh.gov or by calling (513) 352-2430.**
2. **A written statement outlining all of the practical difficulties created by following existing legislative and administrative procedures.**
3. **Submit one (1) paper copy and one (1) digital copy of the application to the Director of City Planning at 805 Central Avenue, Suite 720, Cincinnati, Ohio 45202. Payment must be included with the application. (Payable to the City of Cincinnati)**

**Part C - Authorization**

The applicant or agent undersigned does hereby certify that the information and statements given on the application, drawings, and inspections are to the best of their knowledge, true and correct. The undersigned further certifies their authorization to grant consent to the inspection by employees of the City of Cincinnati of the described premises at any time when work on those premises is ongoing and hereby grants their consent.

Applicant's Signature  Date 9/23/20

**FOR OFFICE USE ONLY**

Reviewed By: \_\_\_\_\_ Processing Fee \_\_\_\_\_

City Planning Staff \_\_\_\_\_ Date Application Complete \_\_\_\_\_



2. By following the existing legislation, the installment of the proposal would not be possible without a change in the legislation, or the implementation of a program that allows for this type of installation.

A mural is proposed for a stone wall remnant of the pilings beneath the original Price Hill Incline tracks. The mural celebrates the history of the area and invigorates the stretch of Maryland Avenue that has been recently reopened for pedestrian and bicycle traffic between Lower Price Hill and East Price Hill, dubbed the Incline Run.







**PRICE HILL INCLINE RUN MURAL PROPOSAL / BEN THOMAS  
BID, SUPPLY AND LABOR COST**



Required bid price is based on approximately 702 sq ft at minimal \$12 per sq ft. Includes labor and supplies etc.

- Retainer wall approximately 270 sq ft,  
Big stone wall approximately 432 sq ft,  
702 sq ft in all
- 5 gallons of primer, both walls -2 coats -\$70
- 2 gallons of back ground color + 1 gallon of letter design colors for retainer wall mural -\$100
- Brushes and roller pads = \$50
- 9 spray paint cans = approximately 1 Gallon. We will need an amount that exceeds the sq footage do to layering colors and the need of colors but not the required amount that must be purchased in order to obtain the color. Spray-paint assorted colors plus spray can tips/nozzles \$600
- Scaffolding average monthly \$150
- Hiring 1 maybe 2 young artist as assistants at \$12.50 hourly, 8 hrs daily for 5 days per youth maximum. \$1000 maximum budget for assistance, Paid by lead artist, Benjamin Thomas.

- All the above supply needs or desires = \$1,970
- Labor payment to lead artist Benjamin Thomas, depending on payment made to artist assistants.
- Ranges from \$6,430 - \$7,570, comes to a total of \$8,400

# BIKE-FRAME ARCHES

## Incline Run Art Proposal

**Date submitted:** August 6<sup>th</sup>, 2020 (Rev 2)

**Lead Artist:** Caitlin Arnest

**Support Team:**

- Project Structural/Site Consultant: Jon Zuleger (Engineer), Jess Thayer (Landscape Architect)
- Artistic Consultants (hands off): Rebecca Seeman (metal artist/professor), Ursula Roma (artist), Samantha North (machinist)
- Artistic and Misc. Support (hands on): Ashley Merkle, Rachel Culley (Tri-State Trails at Green Umbrella), Veen Bristow (graphic design), Jules Breslin, D.J. Trischler (graphic design), Ann Andriacco (artist)
- City of Cincinnati Contact: David Miller at Cincinnati City Council Member Betsy Sundermann's office
- Cincinnati Parks Foundation Board of Directors Contact: Mary Jo Bazeley
- EPHIA Park Board and MEPAC Contact: Eric Burher

**Address:** 515 Considine Ave. Cincinnati, OH 45205

**Phone:** (513) 382.2885

**Email:** caitlin.arnest@gmail.com

**Website:** N/A

### Previous public/outdoor works or installations:

**IMAGINATION ALLY // Mosaic installations, planters, and archway**

**OTR - Washington Park and Vine Street between 13<sup>th</sup> and 14<sup>th</sup>**

**Peaslee Neighborhood Center // Suzanne Fischer // 2004**



**FREEDOM WORKS PROJECT // Mixed-media mural**

**Underground Railroad Freedom Center; Cincinnati Art Museum, Fall 2004 - Spring 2005**

**ArtWorks // Tim Rollins, K.O.S, and Thom Shaw // 2004**



**LAUGHING BROOK // Biosculptures for stormwater filtration**  
**Salway Park, Mill Creek Watershed**  
**ArtWorks // Jackie Brookner // 2004**



**KATIE'S KINGDOM // Painted mural and accent pieces**  
**Cincinnati Children's Hospital, Cancer & Blood Diseases Institute**  
**ArtWorks // Pam Kravetz // 2003**



**Description:**

**Submission type:** Sculpture

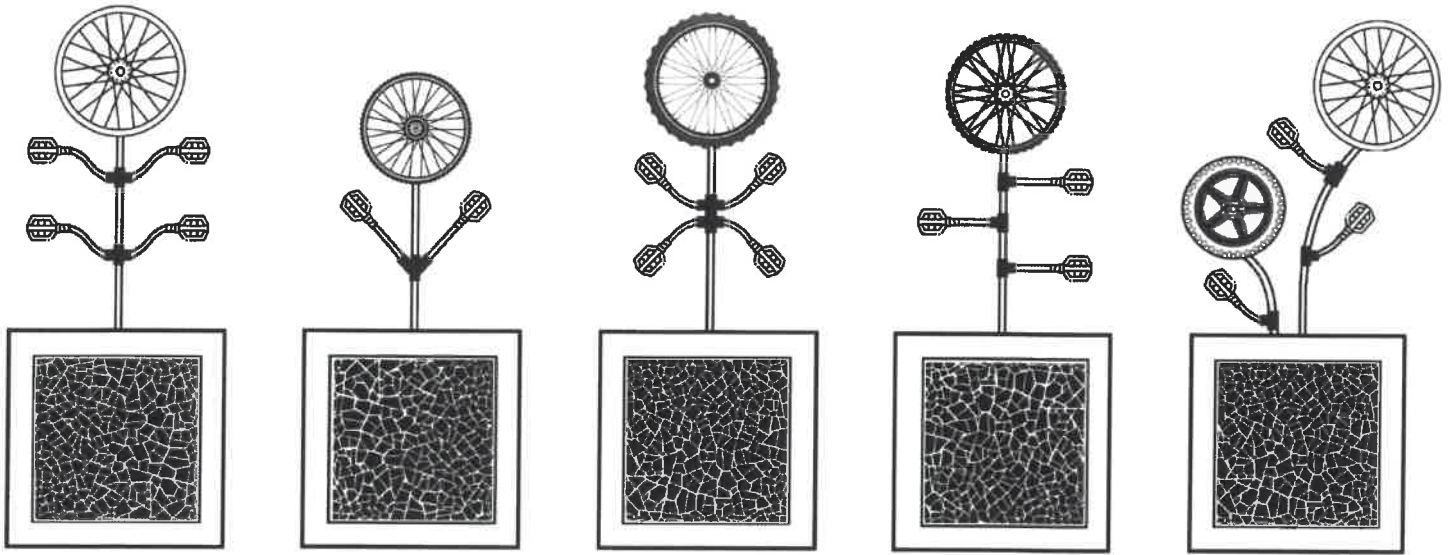
This proposal is for a pair of sculptural arches – approximately 14' wide by 12' tall – to be placed at each entrance of a newly-reopened, ~ 550' long stretch of Maryland Ave. dubbed the Incline Run, which will serve as a bike and pedestrian connector between the neighborhoods of Lower and East Price Hill. Materials include bikes and bike parts donated by community members and local businesses (e.g. Cincinnati Red Bike, Bishop's Bicycles, Montgomery Cyclery Western Hills, and Spun Bicycles – most of which have donated one or more items with their name on it to be included as advertising of their respective shops and services) with a core support constructed out of EMT. The arches will terminate into, and be supported by, a pair of 2.5' cube-shaped concrete planters which will be decorated with mosaic panels (see Mosaic Panel project proposal for additional details). The arches will feature a kinetic component in the form of freely-spinning wheels of various sizes, reminiscent of wind spinners. This movement will be accentuated by the addition of panels attached to the wheel spokes (material TBD, likely glass, metal, or yarn). Not only does this movement add visual interest, and bring to mind moving bikes, but it also invites the passers by to interact with the sculptures and spin the wheels.

Smaller, concrete planters (3-6, 2' cubes or donated shapes TBD) with "flowers" created from children's and toddler bike wheels, misc. parts, and EMT will be spaced along the route to carry the combined nature and bike themes through the space. These wheels, too, will be free spinning.

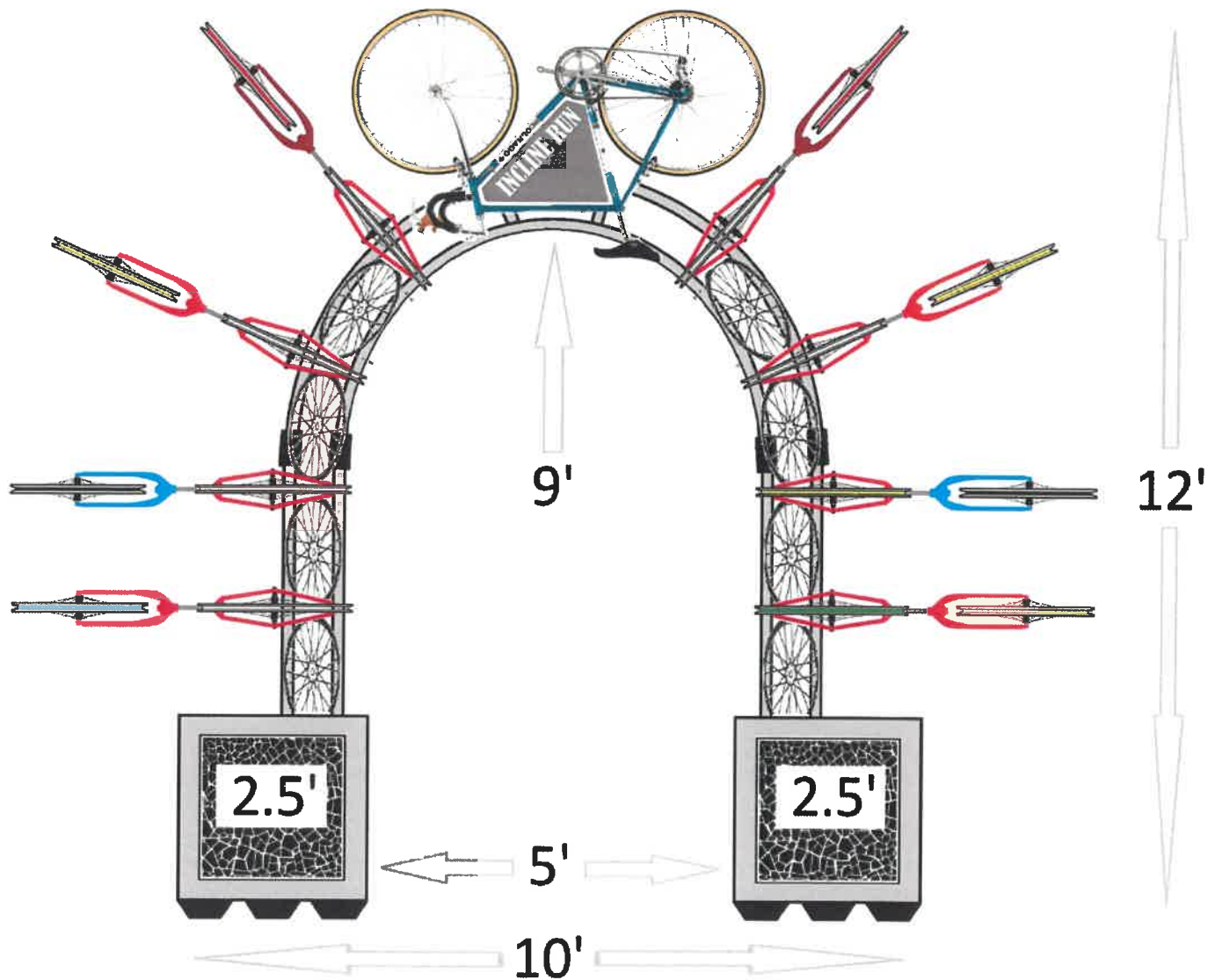
Additional ideas being explored include a sound component in conjunction with the spinning wheels; a plasma cut sign placed inside the frame of the top-most bike with the name "Incline Run"; panels of gears incorporated into the arch frames in place of wheels pictured in the mock-up; and bike racks and street lighting created using extra bike frames.

### Concept mockup:

Small planter "flowers" (Wheels will actually be mounted on colorful bike posts as opposed to conduit as depicted):



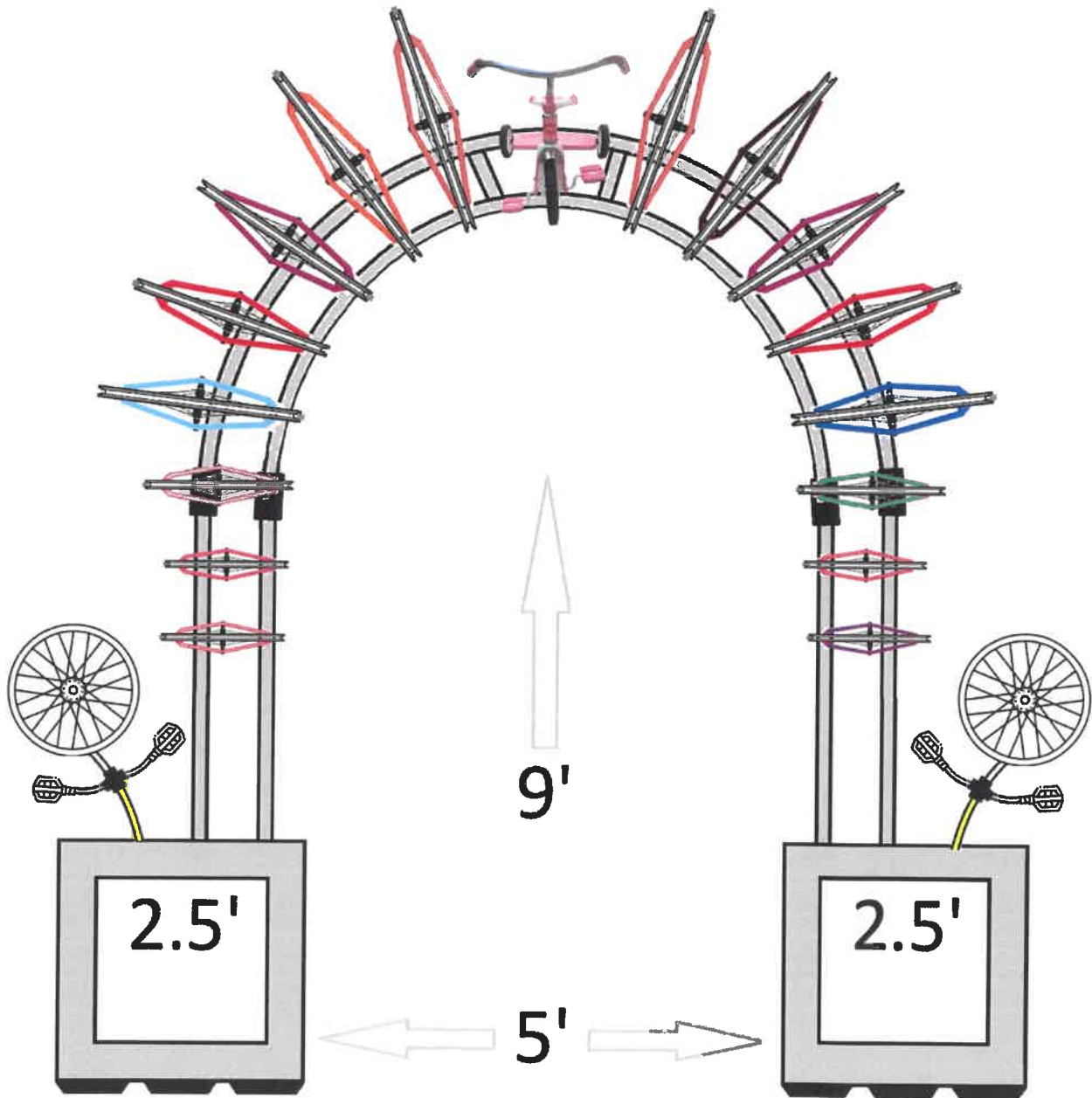
### Bike Arch North Entrance Mockup:



Rough layout of north entrance arch components:



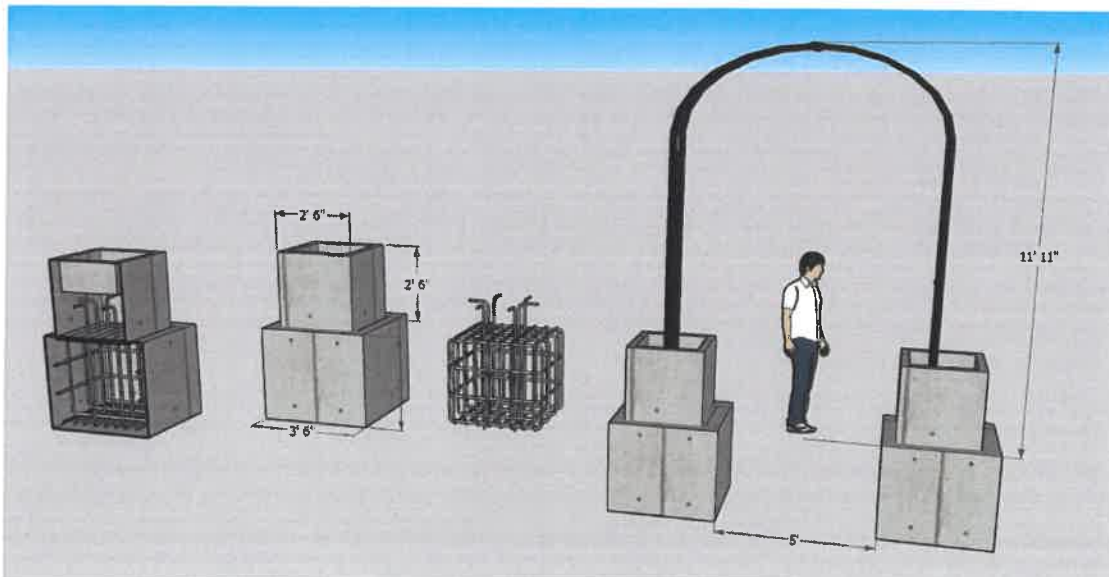
Bike Arch South Entrance Mockup:



This (horribly rendered) image provides an approximate idea of what the scale of the end product will be. The north entrance has enough space for bike racks to be constructed on either side of the arch:



Concrete, Reinforced Footing Mock-Ups (Curtosy of John Zuleger)

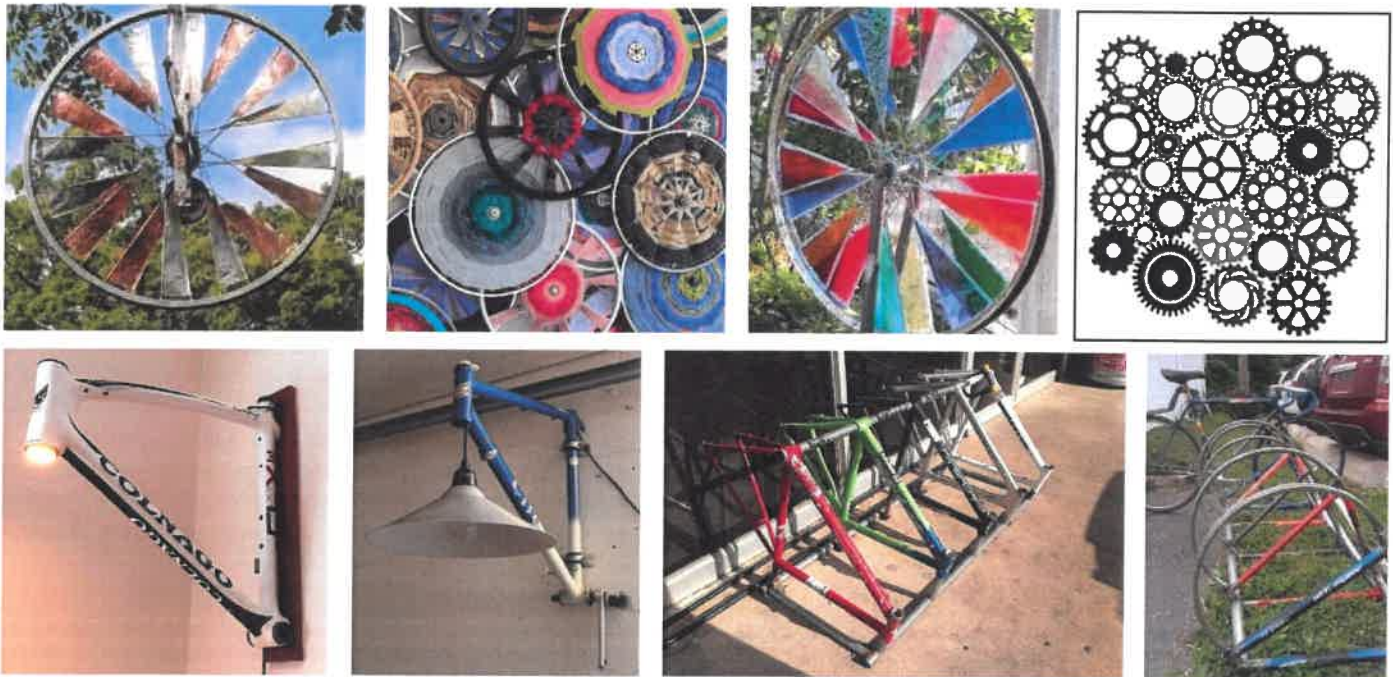




Images of actual frames, wheels, pedals, etc that will be used to give a sense of how colorful the end result will be:



Additional images for inspiration:



## Materials + Expenses:

### Metal Arches\*: \$TBD

Four bent steel arches: Harvey Bros OR Playground Equipment Services, prices TBD

Powder coating for primer: TBD

Painting: TBD @ USA Collision Centers (Price Hill Company)

Welding services: Christopher Daniel @ Blue Hell Studio

~1, 10' section of 1/2" EMT per bike part "flower," @ \$3.50 = \$11 - \$30

### Fittings and Fasteners\*: \$260 - \$743

~30 Pipe assorted fittings per arch @ \$5-\$10 ea., plus 1 - 3 per flower @ \$2-\$6 ea. = \$156 - \$408

10-15, 5 - 7" hose clamps per arch @ \$2.30 = \$46 - \$70

18 - 22, 3 - 5" hose clamps @ \$1.98 = \$36 - \$45

Misc. nuts, bolts, screws, washers, fasteners, and incidentals TBD = ~\$220

Wind spinner panels: Sourced through Playground Equipment Services: \$TBD

### Security:

Chains - 40' @ \$1.67/ft of 3/16 zinc-plated steel chain

Locks – 4-pack keyed padlocks with extra long shackles

Tarps – 3, 10'x12' @ \$16.50

### **Bikes and Bike Parts: \$50**

This material, in excess of what will actually be used in this specific project, has already been secured, with a few straggler donations to be picked up in the next week. Additional materials can be sought as needed. Surplus materials can be transferred to Price Hill Will for future projects, with the exception of any unused Red Bike frames which will be returned to them, per their request.

Donated bike components collected to date: \$4,510 (does not include Red Bike's donation)

- 60 Wheels ~ \$2,100 (\$35/wheel estimate, with some less and some substantially more)
- 25 Bike frames and 5 posts donated from Red Bike
- 5 Bike frames ~ \$560
- 19 Complete bikes (incl. 7 kid/toddler bikes, 5 vintage bikes, and even a tricycle) ~ \$1,100
- 50+ gears, 6 posts, numerous bike chains, extra handle bars, baskets, and odds and ends ~ \$750

Purchased Bikes: 15 child bikes plus a tricycle for \$50

### **Concrete Planters\*: TBD**

The smaller planters might still be donated by the city, and/or we may have a local concrete company donate surplus material for the large planters that need to be poured (David Miller and Eric Burher are assisting me with looking into this). **These costs cannot be determined at this time, but if not donated will comprise a significant portion of the budget – in excess of \$1,500 – and will likely necessitate a revision of the scope of this portion of the project.** This information will be confirmed by July 31<sup>st</sup>.

### **Fill Dirt\*: \$64 – \$190**

Hafner's Terra Mix @ \$39/cu. yd. (27 cu. feet) **OR** Home Depot bagged topsoil \$1.47/cu. ft.

~8 cu. ft. of dirt per large planter (arch supports) = 32 cu. ft.

~3.4 cu. ft. of dirt per small planter = 10 – 20 cu. ft.

Total: 1.6 – 2 cu. yards of dirt from Hafner's is \$100 plus a \$90 delivery fee **OR** 43 – 54 bags from HD for \$64 – \$80.

### **Plants: \$0**

This portion of the project has not been decided and will likely depend on what can be donated. Since the site is not one where planters can be easily and regularly watered, the focus will be on shade-tolerant, drought-tolerant perennials, and preferably native plants.

Donated plants will be sought from the following sources:

- Cincinnati Board of Park Commissioners (though they specialize in annuals)
- Keep Cincinnati Beautiful (reaching out would be a great idea to put this project on their radar)
- The Cincinnati Zoo, which has a native plant nursery
- Bean Native Nursery
- Imago (a Price Hill ecological education organization)
- The Cincinnati Permaculture Institute/Growing Value (a Price Hill business, but they specialize in edible plants)
- Enright Ridge Urban Ecovillage (not exactly a nursery, but likely still a good resource)
- Turner Farms (which manages the Price Hill Community Gardens, though they specialize in edible plants)

### **Tools: \$273 – \$441**

EMT Bender ½" @ \$40 and ¾" – 1" (\$82) **OR** 1 ¼" (\$250) (larger size TBD, can possibly be borrowed?)

Milescraft DrillBlock Drill Guide @ \$11

2, 4-piece Dewalt trigger clamp sets (large @ \$20 and small @ \$40)

Bosch BlueGranite Carbide Hammer Drill Bit Set @ \$25

Milwaukee Shockwave Impact Drill and Driver Set @ \$55

Milwaukee Left and Right Offset Aviation Snips @ \$35

Misc. Tools @ \$75

**Plasma Cut Sign: \$100 – \$400\***

Baron Engraving (Price Hill Company, Pete Witte), who might make this a donation

~\$100 – \$200 ea, for one or two signs, assuming a sign is desired on each arch – price varies with design

complexity. D.J. Trischler (graphic designer) has agreed to consult on the design and proper file formatting for this portion of the project.

**Artist Compensation: \$1,750**

50 hours @ \$35/hour = \$1,750

15 hours @ \$15/hour for assembly assistant/s = \$225

I am also be requesting that tools purchased for this project be included as part of my compensation.

Materials for additional components (metal, nylon, or stained glass panels for wheel wind spinners; bike rack EMT and fasteners; light fixtures) have not been included with this estimate pending group discussion and artist follow-up.

\* I will be reaching out to various local businesses, both local (Habitat for Humanity Restore, Cincy ReUse Center, Building Value, Doppes, etc.) and national chains (Lowes, Home Depot, Ace Hardware, Menards, etc.), to see about having these components donated or discounted. As such, I anticipate this to decrease the

**Preliminary Project Cost Total: \$2,867 – \$5,625**

## **Maintenance and Prep Work:**

I will be consulting with John Zuleger, an engineer, as well as a concrete expert (TBD) to determine what, if anything, is required to prepare the site for the installation of the large planters. I will also touch base with Greg and a TBD City of Cincinnati representative regarding the barriers at the south entrance. The opening needs to be centered (see below, light yellow rectangle) and potentially widened (it is 52" as opposed to the north entrance's 69", and the arch openings as currently designed are 60"). Greg also expressed concern that the barrier, which had formerly been positioned ~100' down the hill, had been moved to the north side of the retaining wall. According to Jules Breslin, this was done through proper channels by the gentleman (her neighbor, Stan) currently involved in building a house close to the south entrance. Prior to the placement of the concrete planters, I need to confirm that the barrier is in its final position, and that that position has been sanctioned by the city. Also, the reflective sign on the south entrance needs to be replaced and likely a second one added, and the north entrance signs need to be spaced further to ether side of the arch

Aside from those concerns, minimal upfront prep work is anticipated and should consist of only a good clearing of the footprint area (blower or broom) and potentially a small amount of brush clearing. Limited ongoing maintenance will be necessary, but might include the trimming of brush along the edges of the path.

Long term, an annual inspection of the archways, their components and connectors, with minor repairs or alterations as needed, as well as periodic inspections of the concrete, to verify its continued structural integrity, would be warranted.



Barrier opening needs to be centered and widened to 60" min from current 52" width.



Reflective signs on the north entrance need to be spaced more widely apart so they are visible to the sides of the arches

## Opportunities for Community Involvement and Engagement:

Community involvement in this project is integral, not so much with the construction, but in the form of sourcing donations of materials to be incorporated into the piece. And the response has been amazing! Even the smallest components are useful and contribute to the end product, and it is exciting for community members to visit the space after installation to locate their contributions which have been incorporated into the final sculpture.

Unfortunately, an official opening of the space and unveiling of the installation is unlikely to be feasible due to coronavirus concerns, but I would like to broadcast an invite to all of the donors (40+ and counting) and volunteers to visit once everything is in place.

## Project Completion Timeframe:

Three weeks to finalize details re: remaining, potentially-donated materials, clarify with the group which additional components will be pursued, and sort out the concrete planters. One to two weeks to make the planters. One to three days for the assembly of the arches. In total, we would be looking at a completion date 5 - 7 weeks from today.

**Timescales and Budget:** Proposals are due on July 16, 2020 and will be presented and voted on at the Incline Run team meeting the following week. Final approvals and construction budgets will be confirmed by Price Hill Will. Total budget for fabrication and installation of all works is \$10,000.

**Submissions will be judged on:**

- Artist experience and quality of previous work
- Long-term durability of proposed work
- Appropriateness of the work to the site and surrounding environment
- Ability to meet the project budget
- Ability to incorporate group work and include community
- Voting results from team meeting

**To submit, please enter “Incline Run Proposal” in the subject line and email to Samantha Conover ([samantha@pricehillwill.org](mailto:samantha@pricehillwill.org)) and Jessica Roncker ([jessroncker@me.com](mailto:jessroncker@me.com)).**

**Thank you for your submission!**

## ARTWORK DONATION AGREEMENT

The **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **[APPLICANT NAME]**, [an Ohio limited liability company] [a neighborhood community group] [an individual], the address of which is [full address] ("**Applicant**"), hereby enter this agreement for the installation of an artistic depiction, artwork, graphic design, or other artistic idea (the "**Artwork**") to be owned and displayed by the City as its own expression, which Artwork is depicted in Exhibit A (Depiction of Artwork) attached hereto and will be installed in the area shown on Exhibit B (Location) hereto (the "**Location**").

**WHEREAS**, the City of Cincinnati operates various artwork programs through which it reviews and approves proposals to create public art on certain City owned structures and/or within the right-of-way of certain City streets; and

**WHEREAS**, the City takes ownership and displays as its own expression artwork that is successfully selected through its programs; and

**WHEREAS**, the Applicant has been selected by the City through its artwork program to install the artwork, which the Applicant has agreed to donate to the City upon the terms and conditions contained herein; and

**NOW THEREFORE**, the terms and conditions of this Agreement are as follows:

### 1. APPROVAL AND INSTALLATION

**a. Application.** In accordance with The City of Cincinnati, Department of Transportation policies and guidelines, the Applicant has submitted an application and required fees, which include a detailed proposal for how the Artwork will look, what materials will be used, and any other relevant details about the installation of the Artwork and about the Location (the "**Proposal**"). The City has approved the installation of the Artwork, and it has agreed to assume ownership of the Artwork and display it at the Location.

**b. Access.** The Applicant shall be permitted to install the Artwork at the Location. No other installation, painting, or encroachment of any kind shall be permitted in any other location in the City's right-of-way or other City property or structures.

**c. Changes; Approval.** The Applicant shall make whatever additional changes to the Artwork plans as may be required by the City's Department of Transportation and Engineering ("DOTE"), and the Applicant shall not commence installation until DOTE has approved the final plans.

**d. Before Installation.** The Applicant agrees to notify all households and businesses within one city block of the Location at least fourteen (14) days before starting installation of the Artwork. The Applicant will provide notice by posting it on doors and if a door is not present, by regular mail to the owner. This requirement may be waived in writing by DOTE.

**e. No Transfer.** This Agreement is personal to the Applicant and shall not inure to the benefit of the Applicant's successors-in-interest. This Agreement also may not be assigned without the prior written consent of the City. This Agreement shall not be recorded in the public records.

**f. Installation.** The Applicant agrees to complete the installation of the Artwork as detailed in the Proposal within the timeframe provided by DOTE, and it agrees the installation of the Artwork shall otherwise remain under the direction and control of DOTE. The Artwork installation and the art contained therein shall not deviate in any way from the Proposal accepted and agreed to by the City or its departments.

**g. Permits.** The Applicant agrees to obtain all necessary permits and pay all necessary fees for such permits, including a Street Blocking Permit from the Cincinnati Police Department, as are necessary

for the installation of the Artwork.

**h. Prompt Notification.** The Applicant shall notify DOTE upon completion of the Artwork.

**i. Materials.** The Applicant shall provide all paint, materials, equipment, services, and know-how used in connection with the installation of the Artwork for the benefit of the City, and the City accepts the provision of the materials, equipment services, and know-how. The Applicant acknowledges and agrees to comply with all design and material criteria as provided by DOTE. The Applicant shall not bring or permit to be brought onto the right-of-way any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. DOTE may set standards for, and the Applicant will ensure compliance with, any other requirement regarding materials applicable to the Artwork.

**j. Cleanliness of Site.** The Applicant shall not store, use, or dispose of any toxic or hazardous materials without the prior written consent of the City, and shall keep the Location, and surrounding area, free from accumulation of waste materials or rubbish caused by any installation or operation. Upon completion of the Artwork, the Applicant shall remove all waste materials, rubbish, artistic tools, construction equipment, machinery, and surplus materials. If the Applicant fails to clean up as provided herein, the City may do so, and the full costs thereof shall be charged to the Applicant.

**2. MAINTENANCE.** The Applicant acknowledges and understands the City has no responsibility to maintain the Artwork and artwork after the installation. The Applicant acknowledges damage may occur as a result of utility work, road maintenance, road cleaning, reconstruction of road and right-of-way, and any other such work, and the City shall not be responsible for any repairs or maintenance. The Applicant may apply to repair the Artwork eighteen (18) months after the installation is completed; provided, however, the approval to repair the Artwork shall remain within the sole discretion of the City.

**3. EXPENSES.** All expenses associated with the installation, maintenance, repair, and removal of the Artwork, and the Applicant's use of the Location, shall be borne by the Applicant. The Applicant agrees to donate the Artwork and artwork and any time, materials, or talents necessary for the installation of the Artwork to the City. The Applicant shall be solely responsible for compensation of any and all individuals, including any contractors or subcontractors, providing services to install or maintain the Artwork. The City shall not be responsible for any costs associated with the Artwork or the Applicant's use of the Location.

**4. NO CITY WARRANTIES; APPLICANT WAIVER OF CLAIMS FOR DAMAGE.** The Applicant acknowledges and agrees that working within a public right-of-way is inherently dangerous, and it requires that the Applicant take appropriate measures and precautions to protect itself, and its agents, employees, contractors, and subcontractors from harm. The City makes no representations or warranties to the Applicant concerning the condition of the Location or its suitability for the installation of the Artwork. The City shall have no responsibility or liability for loss or damage to the Artwork or any items of personal property that may at any time be on the Location, including, without limitation, damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail, fire, or other casualty, no matter how such damage is caused. The Applicant hereby waives, as against the City and its employees, agents, and contractors, all claims and liability, and on behalf of the Applicant's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.

**5. CITY OWNERSHIP, RIGHT TO MODIFY OR REMOVE.** The Applicant hereby transfers all ownership interest in the Artwork and the artwork contained in the Artwork to the City, and the City shall own all rights in the Artwork, the Proposal, and any art therein except as specified below. The Applicant acknowledges the Artwork is temporary and the City may, in its sole discretion, paint over, remove, resurface or allow the installation of different artwork, in part or in whole, at any time the City decides.

**6. COPYRIGHT, VARA WAIVER.**

**a. Applicant Warranty.** The Applicant warrants and represents neither the Proposal, the Artwork, nor any artwork contained therein violates any copyright or infringes on the copyright of any third party

or on any other intellectual property rights of any third party. The Applicant further represents it holds full title to any artwork transferred to the City and it is not licensing or sub-licensing any such artwork and has the right and authority to enter into this Agreement.

**b. Copyright.** The Applicant transfers to the City all ownership interest in all rights including rights under the federal Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. §§ 106A and 113(d) in the Proposal, the Artwork, and the artwork contained therein. The artist or artists who have been or will be involved in designing or installing the Artwork or in creating the Proposal have waived their rights under VARA by completing and signing a waiver of rights under VARA, which is attached hereto as Exhibit C (*Signed VARA Waiver*).

**c. Artists Intellectual Property License.** The City hereby grants to the Applicant the limited and revocable license to make, display, and distribute, and authorize the making, displaying, and distribution of photographs and other reproductions of the Artwork. The Applicant may use such reproductions for advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, and electronic and multimedia publicity. The Applicant may not license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the Artwork.

## **7. CITY AND UTILITY ACCESS.**

**a. City's Right to Enter upon Property.** The Applicant acknowledges that the City and its authorized representatives have the unlimited right to enter upon the Location and the Artwork at any time for any purpose, including without limitation to inspect the Location and the Artwork. The Applicant further acknowledges its ability to enter upon the Location shall always be subject to the City's direction and control. The City shall have no duty to inspect.

**b. Rights of Utility Companies.** The authorization herein granted to the Applicant to install the Artwork and to use the Location are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the Location. The Applicant shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the Location from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Such utility companies have continued access to the Location 24 hours per day, 7 days per week, 52 weeks per year.

**8. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS.** The Applicant shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.

**9. INDEMNIFICATION OF THE CITY.** The Applicant shall indemnify, defend, and save the City, its employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the Applicant's installation, maintenance, or removal of the Artwork, use of the Location, or violation of the provisions set forth in this Agreement, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the Location, including any such death, injury, or loss related to the materials used in installation, maintenance, or removal of the Artwork. The Applicant shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgments entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of the Applicant under this Agreement shall survive the termination of this Agreement with respect to matters arising prior thereto.

**10. NOTICES.** All notices given hereunder by either party shall be in writing and shall be personally



delivered or mailed by U.S. Mail to the parties at the following addresses:

To City:  
City of Cincinnati  
Dept. of Transportation & Engineering  
City Hall, Room 450  
801 Plum Street  
Cincinnati, OH 45202

To the Applicant:

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**11. LAW TO GOVERN.** This Agreement is entered into and is to be performed in the State of Ohio. The City and the Applicant agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

**12. FORUM SELECTION.** The Applicant acknowledges and agrees that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or attachment thereto, including any duty owed by the Applicant to the City in connection therewith.

**13. AMENDMENT.** This Agreement may not be modified or amended.

**14. ENTIRETY.** This Agreement and the exhibits attached hereto contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

*[Signature Page Follows]*

This Artwork Agreement is executed by the parties on the dates set forth below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

Date: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

**ACCEPTED AND AGREED TO BY:**

**[APPLICANT NAME]**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – Depiction of Artwork**

**SEE ATTACHED**

**EXHIBIT B – Location**

**SEE ATTACHED**

**EXHIBIT C – Signed VARA Waiver**

**SEE ATTACHED**

**WAIVER OF RIGHTS PURSUANT TO  
THE VISUAL ARTISTS RIGHTS ACT**

Description of Artwork (type, medium, colors, design): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date Created: \_\_\_\_\_

Dimensions (estimated): \_\_\_\_\_

Location: \_\_\_\_\_

The above-described artwork may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, 17 U.S.C. §106A and 113(d) ("**VARA**"), specifically the rights of certain authors to attribution and integrity codified in §106A(a).

I am an author of the artwork and am authorized to waive the rights conferred under VARA in accordance with the waiver provision 17 U.S.C. §106A(e)(1).

I hereby voluntarily and permanently waive my rights to attribution and integrity with respect to the artwork pursuant to VARA, and any identical or similar rights pursuant to any other applicable federal law, state law, or foreign or international law. I hereby waive my right to prevent any intentional distortion, mutilation, or other modification of the artwork.

I acknowledge that because of this waiver, the City of Cincinnati, and its officers, employees, agents, contractors, licensees, successors, or assigns ("**City**"), have the absolute right to change, modify, move, relocate, transport, remove, replace, repair, or restore the artwork located within the City, in whole or in part, in the City's sole discretion.

I understand the effect of this waiver and hereby acknowledge that I am surrendering the rights described herein with respect to the artwork.

Signature of Artist: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**East Price Hill**  
Improvement Association

EPHIA  
PO Box 5420  
Cincinnati, Ohio 45205  
513-341-8430  
info@ephia.org  
eastpricehill.org

October 22, 2020

**Cincinnati Planning Commission**  
805 Central Avenue, Seventh Floor, Cincinnati, Ohio 45202

Dear Members of the Planning Commission,

The East Price Hill Improvement Association (EPHIA) Community Council supports the proposed Notwithstanding Ordinance permitting the installation of a mural and artwork in the City-owned right-of-way along a portion of Maryland Avenue known as the Incline Run in Lower Price Hill and East Price Hill. This corridor has been a significant connector between the Lower Price Hill and East Price Hill communities, and we welcome the opportunity to beautify it and increase its appeal, relevance, and utilization by an even broader community.

The East Price Hill community requests that you approve the proposed ordinance, and thanks you for your consideration of this matter.

Sincerely,

**Sheila Rosenthal**  
President, EPHIA

## Juengling, Andy

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**From:** Jim Grady <jgrady@starone.com>  
**Sent:** Monday, October 19, 2020 7:46 PM  
**To:** Jessica Roncker  
**Cc:** Juengling, Andy; Goubeaux, Brian; Sam Conover  
**Subject:** Re: [External Email] proposed sculptures and murals for Maryland Ave.  
**Attachments:** Sculpture Location (South).png; Incline Run Top 2.jpeg

Jessica

My family's property starts in front of and continues below where the current barricade is located.

I believe my father owned it prior to them barricading the street.

I wasn't really involved in his initial plans for the property so I not sure if he had any conversations with anyone at the city regarding opening back up the street for access. He was actively working on it prior to the real estate crash then put on the back burner. Then his mental capacity started to diminish so we have been just sitting on it. As his mental capacity was diminishing we tried to avoid discussing it with him because it would create high anxiety because he couldn't process things like he could previously.

On Mon, Oct 19, 2020, 5:10 PM Jessica Roncker <[jessroncker@me.com](mailto:jessroncker@me.com)> wrote:

Hi all:

I'm sure that this will be discussed on Friday but I thought I'd address it among this small group now since I can't be at the meeting on Friday (Samatha Conover will be there to represent Price Hill Will).

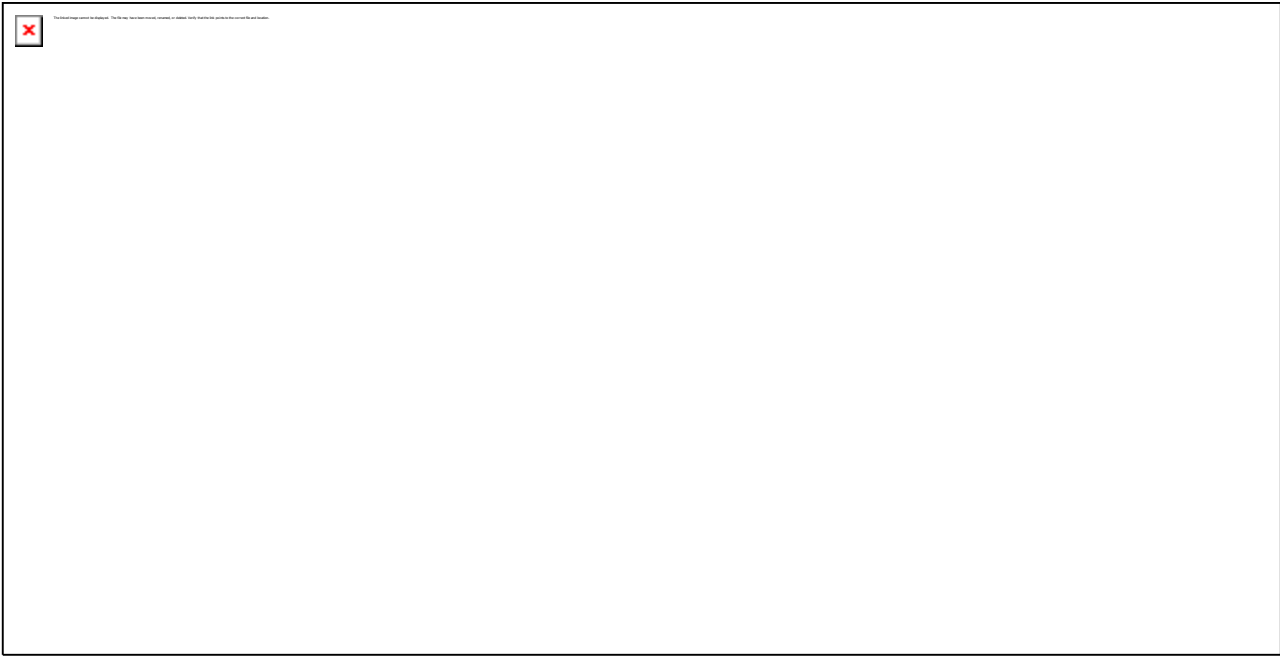
Jim, I absolutely understand your concern if the arch would block access to your client's property.

I wonder if the map used in the paperwork may be misleading regarding the exact location. For instance, the proposed arch for the south end of the path is actually just north of the mural, not below it, so I attached a screenshot with a arrow added to show a more accurate position.

Regarding the north entrance to the path, is your property south of the existing guardrails in the photo below? It was my understanding that the space below the guardrail was city property and not privately owned so the arch proposed for the north is intended to welcome people to public space, not impede passage to someone's future home!

Any clarification you can share would be appreciated so the we can revise our plans, if needed.





Thank you!  
Jessica

Jessica Roncker  
[jessroncker@me.com](mailto:jessroncker@me.com)  
917-837-1202

On Oct 19, 2020, at 9:03 AM, Juengling, Andy <[Andy.Juengling@cincinnati-oh.gov](mailto:Andy.Juengling@cincinnati-oh.gov)> wrote:

Jim,

Thank you for your email. The proposed location for the sculpture is either in front of, or behind, the existing guardrail that blocks vehicles from accessing the designated pedestrian portion of Maryland Avenue. Because this portion of Maryland Avenue is a pedestrian portion, I would recommend reaching out to the Department of Transportation and Engineering regarding the appropriate access to your site. I have copied Brian Goubeaux from DOTE who is very knowledgeable about the subject portion of Maryland Avenue.

The map that was attached to the notice was an approximation based on the aerial map we have. I have attached a copy of the staff report and submittal documents that the Planning Commission will review. You will notice the proposed location on page 17 of the attachment. I have also copied Jessica Roncker with Price Hill Will who may be able to answer some of your questions regarding the proposal.

I will be sure to provide a copy of your letter to the Planning Commission for their consideration on Friday, October 23<sup>rd</sup> at 9 a.m. If you wish to attend this meeting, either in person or via Zoom, please let me know.

Thanks,

**Andy Juengling, AICP** | Senior City Planner  
City of Cincinnati | Department of City Planning  
Two Centennial Plaza | 805 Central Avenue, Suite 720 | Cincinnati, OH 45202  
(p): 513.352.4840 | (f): 513.352.4853 | [Website](#) | [Twitter](#) | [Plan Cincinnati](#)

<image001.jpg>

**The 2020 Census is open! It's EASY, SAFE and IMPORTANT | Complete the Census at [my2020Census.gov](https://my2020census.gov)**

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**From:** Jim Grady <[jgrady@starone.com](mailto:jgrady@starone.com)>  
**Sent:** Friday, October 16, 2020 5:23 PM  
**To:** Juengling, Andy <[Andy.Juengling@cincinnati-oh.gov](mailto:Andy.Juengling@cincinnati-oh.gov)>  
**Subject:** [External Email] proposed sculptures and murals for Maryland Ave.

External Email Communication

Andy

I am writing in regards to a letter of notice I received about the positioning of proposed sculptures and murals on Maryland Ave.

We own the property just south of the most north proposed sculpture on Maryland Avenue as highlighted on the attached map that was part of the letter.

We are opposed to this location as it would block access to our property.

Our intention is to eventually develop this property for single family townhomes. Test borings and plans have been drawn for the site.

Unfortunately circumstances to the owners health has delayed this process until sometime down the road.

I am the legal power of attorney for both owners, which I can provide documentation upon request.

Can you please advise me on what I need to do regarding this matter so that is conveyed to the planning committee.

Thanks for your assistance in advance

Sincerely



[Click Here to Instantly Find Your Homes Value](#)

[Click Here to Start Your Home Search](#)

REMINDER: Email is not secure or confidential. Star One Realtors will never request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. If you receive an email message concerning any transaction involving Star One Realtors, and the email requests that you send funds or provide nonpublic personal information, do not respond to the email and immediately contact your Star One Realtors agent.

<Item 7 - Maryland Avenue NWO.pdf>

REMINDER: Email is not secure or confidential. Star One Realtors will never request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. If you receive an email message concerning any transaction involving Star One Realtors, and the email requests that you send funds or provide nonpublic personal information, do not respond to the email and immediately contact your Star One Realtors agent.

October 28, 2020

To: Mayor and Members of City Council **202002065**

From: Paula Boggs Muething, City Manager

Subject: W 8<sup>TH</sup> STREET AND GLENWAY AVENUE – REMOVAL OF PARKING RESTRICTIONS

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Reference Document #202001571

The Council at its session on September 30, 2020 referred the following item for review and report.

MOTION, (AMENDED) submitted by Councilmember Mann, I move that West Eighth Street in Price Hill be returned to a safer place for neighborhood traffic, pedestrians and children by ending parking restrictions on the curbside lane during morning and evening commuting hours from Elberon to Nebraska and Glenway Avenue from Wilder Avenue to Guerley Road. (STATEMENT ATTACHED)

The Department of Transportation and Engineering (DOTE) has reviewed the requests to allow full time parking on W. Eighth Street from Elberon Avenue to Nebraska Avenue, and on Glenway Avenue from Wilder Avenue to Guerley Road.

DOTE recently completed new traffic counts on W. Eighth at Overlook Avenue. The peak traffic volume was 570 vehicles in the westbound direction from 5:00 pm to 6:00 pm. The current conditions indicate that a single lane of traffic in both directions should be adequate on W. Eighth Street. DOTE will be issuing work orders to remove the “No Stopping Parking 7am to 9am” and “No Stopping Parking 4pm to 6pm” signs. The full-time parking lane should help to calm traffic and improve parking conditions for residents and businesses.

Glenway Avenue carries considerably more traffic than W. Eighth Street. A 2018 traffic count on Glenway Avenue at Gilsey Avenue indicated a daily traffic volume of 21,000 vehicles per day. During the most recent count, the peak traffic volume was 880 vehicles in the eastbound direction from 7:15 am to 8:15 am. DOTE will obtain new traffic counts at several intersections along Glenway Avenue in the spring of 2021. No changes to the parking restrictions on Glenway Avenue are recommended at this time until additional data and information is available to better inform recommendations.

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

October 20, 2020

**FOR YOUR INFORMATION**

To: Mayor and Members of Council

From: Paula Boggs Muething, City Manager *PBM*

Subject: Update on Coronavirus Relief Fund Allocation

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The purpose of this memorandum is to provide the Mayor and the City Council with an update on funding received by the City from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (CRF), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

**Funding Update**

The Fiscal Year (FY) 2021 Approved Budget Update includes the use of \$32.0 million in CRF funding plus an additional \$10.2 million from the Ohio Revised Code (ORC) Section 133.12 approved borrowing. In order to avoid incurring additional interest expense, the City Administration's goal for FY 2021 was to utilize CRF dollars in place of the borrowed funds, if such CRF funding became available. Fortunately, in a third round of CRF distributions from the State, the City received an additional \$10.9 million in CRF funds. This additional allotment will allow the City to avoid using borrowed funds for operations, which translates into estimated interest savings of approximately \$2.6 million in FY 2022 through FY 2030. Further, the FY 2020 Closeout memo included a pledge of \$2.5 million from the Economic Downturn Reserve account, but with this additional allotment of CRF funds this pledge is no longer required.

**Uses of CRF Funding**

Under applicable provisions of the CARES Act and in accordance with Treasury guidance, CRF funds must generally be utilized for necessary expenses incurred due to COVID-19 that were not accounted for in the City's FY 2020 Budget and that are incurred between March 1, 2020 and December 30, 2020. However, in acknowledgement of the emergency nature of the program and the particular importance of public health and public safety personnel in combating COVID-19, Treasury permits local governments to utilize CRF funds for payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19, even if included in the City's FY 2020 budget. The chart below summarizes the City's use of received CRF funds for such purposes and for certain unbudgeted unemployment expenses, all incurred during FY 2020.

**City of Cincinnati**  
**Summary of Reimbursement of CRF Eligible Expenditures**  
**General Fund for FY 2021**

Fire Personnel and Benefits to be billed to County	\$ 17,000,000	
Remaining Fire Personnel and Benefits	<u>\$ 15,158,836</u>	
Total Fire Personnel and Benefits		\$ 32,158,836
Police Salaries and Benefits	\$ 7,231,498	
Unemployment	\$ 1,608,220	
Health Department Salaries and Benefits	<u>\$ 1,221,446</u>	
Total FY 2020 Reimbursements for FY 2021 Budget		\$ 42,220,000

After the expenditures outlined above, there are \$8.9 million in CRF funds remaining for eligible expenditures. As identified in the chart below, the City Administration has identified uses for some of these remaining dollars to reimburse additional FY 2020 expenditures incurred that were not reimbursed during FY 2020, primarily to other restricted funds.

**City of Cincinnati**  
**Summary of Reimbursement of CARES Eligible Expenditures**  
**Restricted Funds FY 2020 Expenditures**

Laptop purchase for Work from Home Employees	78,115	
Fund 364 Unbudgeted FY 2020 Expenditures	208,842	
Fund 395 Unbudgeted FY 2020 Expenditures	1,311,786	
Fund 446 Unbudgeted FY 2020 Expenditures	<u>322,329</u>	
Total FY 2020 Reimbursements		\$ 1,921,072

Additionally, the City Administration has identified certain additional expenses that are necessary to respond to or mitigate COVID-19 and that have occurred or will occur before December 30, 2020, as described in the following chart:

**City of Cincinnati**  
**Summary of Reimbursement of CARES Eligible Expenditures**  
**All Funds FY 2021 Estimated Expenditures**

Health Department Contact Tracing/PPE	500,000	
CRC Wifi for Virtual Learning	250,000	
IT Additional expenditures for technology	120,000	
Virtual Learning Program Subsidy	300,000	
Fund 395 Unbudgeted FY 2021 Expenditures	<u>1,300,000</u>	
Total FY 2021 Uses		\$ 2,470,000

In addition to the eligible expenses identified above, the City Administration is proposing a \$4 million local economic stimulus plan to support some of our hardest hit small businesses: dining and drinking establishments. These establishments are an economic engine for our region, job creators for our citizens, and community anchors for our neighborhoods. Over the last decade, growth in the City's food and beverage industry has fueled tourism, bringing outside investment and spending into the City and our region. The multiplier effect of this spending resonates throughout our regional economy, supporting businesses and jobs well beyond the establishments themselves. Further, patronage of these establishments supports vibrant and safe neighborhoods by creating active public spaces that in turn drive development and further investment. COVID-19 has forced temporary closures and required that these establishments operate for shorter hours and at lower capacity. Winter weather will present an entirely new challenge for these small businesses, as outdoor dining becomes more difficult. Therefore, the City Administration has been working with a coalition of local restaurant owners, 3CDC, the Cincinnati USA Regional Chamber, and the Mayor's Office to develop an economic stimulus program to assist this industry. The program will provide for a quick deployment of CRF funds to help these small businesses that have faced some of the greatest economic challenges posed by COVID-19 and have received little direct government assistance to date. The details of this proposed program are included as Attachment A to this memorandum.

The remaining approximately \$589,000 in CRF funds must be expended for eligible CRF expenses prior to December 30, 2020. To date, the City Administration has received a proposal from Councilmember Kearney, proposing funding for the Cincinnati Arts Access Fund in the amount of \$200,000. An ordinance has been requested for this item and there is sufficient funding in place for the proposed use.

In addition to Councilmember Kearney's request, the City Administration has also received a request from Councilmember Landsman for several non-COVID related expenditures. These proposed expenditures are not eligible CRF expenditures; however, as identified above, the City Administration is proposing to fully fund the Recreation Wi-Fi program related to virtual learning centers and the Health PPE/Contact Tracers with CRF funds, instead of partially funding those programs out of the General Fund as previously contemplated as part of the FY 2020 carryover. This will result in \$434,250 available in the General Fund for one-time programs. Councilmember Landsman has proposed use of these one-time funds for a grant to the Dragonfly Foundation in the amount of \$250,000, for the purpose of providing support for families affected by pediatric cancer, and for a grant to Rosemary's Babies in the amount of \$184,250, for the purpose of providing housing and critical support to adolescent parents and families in need. An ordinance has been requested for these items and there is sufficient funding in place for the proposed uses.

After accounting for Councilmember Kearney's and Councilmember Landsman's proposals, there is a remaining balance of approximately \$389,000 in CRF funds for additional eligible COVID-related expenditures.

## **Conclusion**

The CRF allocation received from the State and Hamilton County has allowed the City to avoid material layoffs and balance its FY 2021 Approved Budget Update through reimbursement of CRF eligible expenditures incurred in FY 2020. This has also allowed the City to recoup expenditures incurred by restricted funds to battle the COVID-19 pandemic. The remaining funds must be deployed for eligible expenses, in accordance with the CARES Act and applicable Treasury guidance, by December 30, 2020; therefore, it is of the utmost importance that the City Administration be able to move quickly to deploy these funds. The uses proposed in this memorandum will permit for a timely and impactful use of the funds, ensuring among other uses support for virtual learning, continued Health Department operational support, and an economic stimulus program to help critically important dining and drinking establishments survive the coming winter months. By approving this report, the City Administration will take the necessary next steps to implement this plan.



## Attachment A



### Taste of Cincinnati "All Winter Long"

The City of Cincinnati is generously funding a program that will stimulate and sustain the City's restaurant economy and retain service sector jobs throughout the 2020 winter season. Through a collaboration with the Cincinnati USA Regional Chamber (Chamber), a \$4 million grant will fund operational support for restaurants and bars and create a "Taste of Cincinnati" program to support employment by encouraging increased patronage through investments in marketing and promotional offers. Please note that due to COVID-19 all details of the program remain subject to change if necessary to ensure the safety and health of participants and the public.

#### Program Description:

#### Applicant Eligibility:

- Must have a brick-and-mortar location physically located within the City of Cincinnati
- Must be either:
  - A restaurant that typically serves dine-in breakfast, lunch, or dinner<sup>1</sup> OR
  - A bar establishment, licensed by the State of Ohio
- Must be open a minimum of 5 days and 25 hours per week to customers throughout the year (i.e. not a seasonal operator)
- Must not be a Chain Restaurant<sup>2</sup>
  - If an applicant is not a Chain Restaurant but has multiple locations under the same brand within the City, then the applicant may apply for up to five locations but will not receive funds for more than 3 locations within the City limits. Establishments that are part of a restaurant group with different brands may apply separately for each brand.
- Must not have an established vehicle drive-thru
- Must not have a financial or ownership connection to any employee of the City or the Chamber
- Must be able to attest to financial need for the grant due to increased expenses or decreased revenues due to COVID-19
- Must not have material liquor violations, code violations, or excessive calls for service within the past 12 months

#### Process for Selection:

Interested and eligible restaurants and bars will apply, at no cost, with the Chamber during a set period of time. Once the application period has closed, the Chamber will confirm eligibility of applicants and randomly select eligible applicants until the program is at capacity.

Interested participants can apply for one of three levels:

- Full-service restaurant that includes dinner service: Expected \$10,000 grants
- Limited-service restaurants that serve only breakfast or lunch: Expected \$5,000 grants
- Bars with limited or pre-packaged food service: Expected \$5,000 grants

The total number of grants will be determined by the number of applicants for each category. Grant amounts may be adjusted based on the number of applications received.

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<sup>1</sup> An establishment is still eligible if it is temporarily not serving dine-in customers due to COVID-19 but would typically do so.

<sup>2</sup> A "Chain Restaurant" is a restaurant or bar that has six or more establishments located anywhere in the world and maintains features such as a standardized menu, branding, décor, etc.

Eligible Grant Uses and Conditions:

This program is intended as an economic support program to assist restaurant and bars in maintaining operations in the face of the challenges presented by COVID-19, including required reduced hours and capacity. Therefore, grant funds may be utilized for any operational expense that a recipient deems necessary for continuation of operations; however, it is recommended that the funds be utilized to finance expenses that will increase an establishment's ability to safely serve patrons throughout the COVID-19 pandemic—such as personal protective equipment for staff or installation of improvements or equipment that will increase the safety of patrons or staff. In no circumstances may the funds be utilized for the purchase of alcohol.

As a condition of accepting a grant under this program, each recipient will be required to (i) be open at least 5 days and 25 hours per week until April 1, 2021; (ii) agree to employ as many staff as financially feasible during this period; and (iii) participate in the Taste of Cincinnati® All Winter Long Promotional Program (as further described below).

Taste of Cincinnati® All Winter Long Promotional Program:

The Taste of Cincinnati® All Winter Long program is a marketing and promotional campaign that is focused on supporting service sector jobs and restaurant and bar operations by encouraging increased but safe patronage of establishments.

Each restaurant or bar will be required to offer a food or beverage discount to patrons, such as gift card discounts, buy-one-get-one offers, free items with the purchase of another item, or percentage discounts. Establishments are encouraged to be creative and select discounts that are sustainable throughout the program and drive traffic. Specials can be limited to certain days or certain times. Coupled with a robust marketing effort, the Taste of Cincinnati® website will feature all participating restaurants and details of the available specials. Patrons will print out offers or show them to servers on their phone.

The Chamber will be coordinating an appropriate and safe timing for this promotional event. Each recipient will be required to participate and hold open the promotional offer until the aggregate value of the discount or promotion offered to the public is equal to half of the received grant amount (ex. \$5,000 if a \$10,000 grant is received). Once a recipient has given away the minimum required value, then the recipient may opt-out of continuing as part of the promotion; however, all recipients are encouraged to continue their promotion for the entirety of the program.

202001880  
**Date:** September 25, 2020

**To:** Councilmember Greg Landsman  
**From:** Andrew W. Garth, Interim City Solicitor *AWG*  
**Subject:** **Emergency Ordinance –FY 2020 Closeout CARES Act Funding Swaps Transfer and Appropriations**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$250,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

AWG/CMZ/(Ink)  
Attachment  
321063

EMERGENCY

City of Cincinnati

An Ordinance No. \_\_\_\_\_

CMZ

*AWB*

- 2020

**AUTHORIZING** the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$250,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

WHEREAS, the FY 2020 Closeout Ordinance transferred \$339,245 to the Cincinnati Health Department for COVID-19 contract tracing and testing, which programs can now be funded with additional Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and such funds can therefore be returned to source; and

WHEREAS, the FY 2020 Closeout Ordinance transferred \$95,000 to the Cincinnati Recreation Department for technology upgrades needed to improve WiFi access at Recreation Centers to allow students to attend school virtually at those locations, which project costs can now be funded with additional Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and such funds may therefore be returned to source; and

WHEREAS, The Dragonfly Foundation provides support and comfort to families battling pediatric cancer as they spend many long hours and days at Children's Hospital, giving them a peaceful and restful space to spend any time away from the hospital during their child's cancer treatment; and

WHEREAS, The Dragonfly Foundation is working to expand and improve the services they provide to families affected by pediatric cancer, and a City investment in particular will help the organization secure much needed state capital dollars to provide the required level of additional funding; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Community and Economic Development in the amount of \$250,000 to provide leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; and

WHEREAS, established in 2016, Rosemary's Babies Company has operated the Holloway House and Resource Center in Avondale as a safe space for adolescent parents and their families who are struggling with economic and familial issues; and

WHEREAS, Rosemary's Babies Company is working to expand their level of services in order to provide housing and critical support to adolescent parents and families in need, and further provide parenting classes, financial literacy classes, and many more services in the Holloway House to help young people raise their children in a safe space and provide housing for up to fourteen families led by teenage parents; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Community and Economic Development in the amount of \$184,245 to provide leveraged support funding to Rosemary's Babies Company for support of adolescent parents and families; now, therefore,

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

Section 1. That the sum of \$339,245 is hereby returned to the unappropriated surplus of Cincinnati Health District Fund 416 from the Cincinnati Health Department's Cincinnati Health District Fund 416 non-personnel operating budget account no. 416x263x7200.

Section 2. That the sum of \$339,245 is hereby transferred from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source.

Section 3. That the sum of \$95,000 is hereby returned to the unappropriated surplus of General Fund 050 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 for the purpose of returning funds to source.

Section 4. That the sum of \$250,000 is hereby appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of

providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer.

Section 5. That the sum of \$184,245 is hereby appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for support of adolescent parents and families.

Section 6. That the appropriations described in Sections 4 and 5 herein constitute a public purpose.

Section 7. That the appropriate City officers are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 5 herein.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and so that the necessary expenditures described herein may be made as soon as possible to address the needs of the described essential human services programs.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

October 26, 2020

**To:** Members of the Budget and Finance Committee

**From:** Paula Boggs Muething, City Manager **202002063**

**Subject:** **Emergency Ordinance – Use of Coronavirus Relief Fund (CRF)  
Funds Per FYI Memo: Update on Coronavirus Relief Fund Allocation**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of or resources for certain personnel expenditures as set forth in the attached Attachment A; **AUTHORIZING** the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of or resources for certain non-personnel expenditures as set forth in the attached Attachment A; **AUTHORIZING** the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19 and unemployment expenses associated with furloughs due to COVID-19; **AUTHORIZING** the City Manager to re-allocate certain herein appropriated funds in the event that such funds remain unencumbered by December 1, 2020 so that such funds may be utilized prior to the December 30, 2020 deadline; and further, **DECLARING** that such expenditures serve a public purpose.

The City has received funding from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (CRF), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The FY 2021 Approved Budget Update includes the use of \$32.0 million in CRF funding plus an additional \$10.2 million from the Ohio Revised Code (ORC) Section 133.12 approved borrowing as one-time sources to balance. In order to avoid incurring additional interest expense, the City Administration’s goal for FY 2021 was to utilize CRF dollars in place of the borrowed funds, if such CRF funding became available. With a third round of CRF distributions from the State, the City received an additional \$10.9 million in CRF funds which allows the City to avoid using borrowed funds for operations, which translates into estimated interest savings of approximately \$2.6 million in FY 2022 through FY 2030.

After satisfying the need of \$42.2 million as part of the FY 2021 Approved Budget Update, an additional amount of \$8,979,999 in CRF funds remain for eligible expenditures.

This Emergency Ordinance authorizes the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of Coronavirus Aid, Relief, and Economic Security Act (CARES) eligible personnel expenditures. Additionally, this Emergency Ordinance also authorizes the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of Coronavirus Aid, Relief, and Economic Security Act (CARES) eligible non-personnel expenditures.

Finally, this Emergency Ordinance authorizes the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19. This is the amount that was included in the FY 2021 Approved Budget Update.

The uses of these funds are outlined in the Attachment to the Emergency Ordinance.

The reason for the emergency is the immediate need to accomplish the authorized COVID-19 related reimbursements and expenditures before the December 30, 2020 deadline required by the CARES Act.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



**EMERGENCY**

**AKS**

**- 2020**

AUTHORIZING the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of or resources for certain personnel expenditures as set forth in the attached Attachment A; AUTHORIZING the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of or resources for certain non-personnel expenditures as set forth in the attached Attachment A; AUTHORIZING the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19 and unemployment expenses associated with furloughs due to COVID-19; AUTHORIZING the City Manager to re-allocate certain herein-appropriated funds in the event that such funds remain unencumbered by December 1, 2020 so that such funds may be utilized prior to the December 30, 2020 deadline; and DECLARING that such expenditures serve a public purpose.

WHEREAS, the City has received funding from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (“CRF”), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the FY 2021 Approved Budget Update included the use of \$32 million in CRF funding plus an additional \$10.2 million from the Ohio Revised Code (ORC) Section 133.12-approved borrowing as one-time sources, which were necessary to balance the FY 2021 budget; and

WHEREAS, in order to avoid incurring additional interest expense, the City Administration’s goal for FY 2021 was to utilize CRF dollars in place of the borrowed funds, if such CRF funding became available; and

WHEREAS, in a third round of CRF distributions from the State, the City received an additional \$10.9 million in CRF funds that will allow the City to avoid using borrowed funds for operations, which translates into estimated interest savings of approximately \$2.6 million in FY 2022 through FY 2030; and

WHEREAS, under applicable provisions of the CARES Act and in accordance with United States Department of Treasury guidance, CRF funds must generally be utilized for necessary

ATTACHMENT A

**City of Cincinnati**  
**Coronavirus Relief Fund Expenditures**

**Section 1 - Personnel and Benefits Expenditures**

9-1-1 Cell Phone Fees Fund 364 Unbudgeted FY 2020 Expenditures	208,842
Community Health Center Activities Fund 395 Unbudgeted FY 2020 Expenditures	1,311,786
Health Network Fund 446 Unbudgeted FY 2020 Expenditures	322,329
Health Department Contact Tracing FY 2021 Expenditures	500,000
Recreation Department Virtual Learning Program Subsidy FY 2021 Expenditures	300,000
Community Health Center Activities Fund 395 Unbudgeted FY 2021 Expenditures	1,300,000
<b>Total</b>	<b>3,942,957</b>

**Section 2 - Non-personnel Expenditures**

Enterprise Technology Solutions Purchased Laptops for Work from Home Employees	78,115
Recreation Department WI-FI Upgrades for Virtual Learning	250,000
Enterprise Technology Solutions Additional Information Technology Expenditures	120,000
Local Economic Stimulus Plan for Dining and Drinking Establishments	4,000,000
Cincinnati Arts Access Fund	200,000
Funding for Non-personnel Expenditures Determined by the City Manager to be necessary to respond to COVID-19	388,927
<b>Total</b>	<b>5,037,042</b>

**Section 3 - Public Health, Public Safety, and Unemployment Expenditures**

Fire Personnel and Benefits	\$ 32,158,836
Police Personnel and Benefits	\$ 7,231,498
Unemployment Premium Expenses	\$ 1,608,220
Health Department Personnel and Benefits	\$ 1,221,446
<b>Total</b>	<b>\$ 42,220,000</b>

October 14, 2020

**To:** Mayor and Members of City Council **202001878**

**From:** Paula Boggs Muething, Interim City Manager

**Subject: Emergency Ordinance – Cell Tower Lease Revenues  
Transferred to HELP Program**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the deposit into Fund No. 312, “Private Lead Service Line Replacement,” of one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site; and **AUTHORIZING** the transfer from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020, for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW’s Help Eliminate Lead Pipes (“HELP”) Program.

This Emergency Ordinance authorizes the deposit into Fund No. 312, “Private Lead Service Line Replacement,” one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site. This Ordinance also authorizes the transfer from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020. The transfer is for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW’s HELP Eliminate Lead Pipes (“HELP”) Program.

This Emergency Ordinance is in accordance with the “Live” goal to “Provide a full spectrum of housing options and improve housing quality and affordability” and strategy to “Provide healthy housing for all income levels,” as described on pages 165-168 of Plan Cincinnati (2012), and with the “Sustain” goal to “Become a healthier

Cincinnati” and the strategy to “Create a healthy environment and reduce energy consumption,” as described on pages 182-186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to make the transferred amounts available to provide financial assistance to low-income residential property owners for private lead service line replacement in connection with water main replacement projects already in progress in order to protect the residents of the property from the risk of lead exposure and prevent delays to public service projects.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## EMERGENCY

AY

-2020

**AUTHORIZING** the deposit into Fund No. 312, “Private Lead Service Line Replacement,” of one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site; and **AUTHORIZING** the transfer from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020, for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW’s Help Eliminate Lead Pipes (“HELP”) Program.

WHEREAS, as part of the Greater Cincinnati Water Works (“GCWW”) program to replace private lead service lines in the retail service area within 15 years, GCWW is assisting qualified, low-income customers with the cost of private lead service line replacements through the Help Eliminate Lead Pipes (“HELP”) Program; and

WHEREAS, City Council previously passed Ordinance No. 0001-2018, which authorized the deposit into Fund No. 312, “Private Lead Service Line Replacement,” account 2140 of all future payments on three leases for location of cellular communications facilities on GCWW water tower sites to be used by the HELP program; and

WHEREAS, in addition to the payments from these three leases, the City Administration desires to direct to Fund No. 312, “Private Lead Service Line Replacement,” account 2140 for use by the HELP program, one-third (being GCWW’s share) of the FY 2021 year-to-date and future payments on the City’s lease with tenant T-Mobile Central LLC dated July 3, 2007 (75x1030) for tenant’s cellular communications equipment to be located on the telecommunications tower managed by the City’s Enterprise Technology Solutions (“ETS”) Department at the GCWW Wardall water tower site (“Wardall Lease”). The remaining two-thirds of the rent payments will continue to be directed to the General Fund; and

WHEREAS, this Ordinance is in accordance with the “Live” initiative area goal to “Provide a full spectrum of housing options and improve housing quality and affordability” and the strategy to “Provide healthy housing for all income levels,” as described on pages 165-168 of Plan Cincinnati (2012), and with the “Sustain” initiative area goal to “Become a healthier Cincinnati” and the strategy to “Create a healthy environment and reduce energy consumption,” as described on pages 182-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to deposit into Fund No. 312, “Private Lead Service Line Replacement,” account 2140 one-third of all future payments on the City’s lease with tenant T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of tenant’s cellular communications equipment on the City telecommunications tower at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site.

Section 2. That the Director of Finance is hereby authorized to transfer the year-to-date amounts of the payments from the Wardall Lease already made to GCWW for FY 2021, totaling approximately \$3,325.55 through October 2020, from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140.

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

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 to make the transferred amounts available to provide financial assistance to low-income residential property owners for private lead service line replacement in connection with water main replacement projects already in progress in order to protect the residents of the property from the risk of lead exposure and prevent delays to public service projects.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

October 14, 2020

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

**From:** Paula Boggs Muething, Interim City Manager

**Subject:** **Emergency Ordinance – Transfer of Private Lot Abatement Program (PLAP) from DPS to B&I**

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Attached is an Emergency Ordinance captioned:

**MODIFYING** the Administrative Code of the City of Cincinnati by amending Article XXI, Section 2, “Duties of the Director of Buildings and Inspections,” to add the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the Private Lot Abatement Program (“PLAP”) to the duties of the Director of the Department of Building and Inspections; and **AMENDING** Article VI, Section 2, “Duties of Director of the Department of Public Services,” to remove the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the PLAP; and further **AUTHORIZING** the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 within Stormwater Management Fund 107 from and to various operating accounts of Stormwater Management Fund 107 for the purpose of transferring the Private Lot Abatement Program from the Department of Public Services to the Department of Buildings and Inspections, in accordance with the attached Schedule of Transfer.

This Emergency Ordinance would modify the Cincinnati Municipal Code (CMC) to amend the duties of the Director of Buildings and Inspections and the duties of the Director of the Department of Public Services to reflect the transfer of PLAP from DPS to B&I. This will enhance the efficiency of the program as B&I is regularly inspecting property and can better coordinate the abatement of private lots through the enforcement of the City’s weed, high grass, and litter regulations from within the same department.

This Emergency Ordinance includes the transfer of remaining FY 2021 PLAP funding as well as 10.0 FTEs to B&I to continue program operations. Additionally, a transfer from the unappropriated surplus of Stormwater Management Fund 107 is included to cover additional expected fleet expenses. All transfers are within Stormwater Management Fund 107.

The reason for the emergency is the immediate need to reflect the new duties and transfer the resources needed for the Private Lot Abatement Program to B&I so that work can continue uninterrupted.

The Administration recommends passage of this Emergency Ordinance.

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



**EMERGENCY**

CMZ

- 2020

**MODIFYING** the Administrative Code of the City of Cincinnati by amending Article XXI, Section 2, “Duties of the Director of Buildings and Inspections,” to add the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the Private Lot Abatement Program (“PLAP”) to the duties of the Director of the Department of Building and Inspections; and **AMENDING** Article VI, Section 2, “Duties of Director of the Department of Public Services,” to remove the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the PLAP; and further **AUTHORIZING** the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 within Stormwater Management Fund 107 from and to various operating accounts of Stormwater Management Fund 107 for the purpose of transferring the Private Lot Abatement Program from the Department of Public Services to the Department of Buildings and Inspections, in accordance with the attached Schedule of Transfer.

WHEREAS, the Private Lot Abatement Program is being transferred from the Department of Public Services (DPS) to the Department of Buildings and Inspections (B&I); and

WHEREAS, the Administrative Code needs to be amended to reflect the transfer of duties associated with the Private Lot Abatement Program from the Director of DPS to the Director of B&I; and

WHEREAS, funds need to be transferred to provide for the reassignment of these duties from DPS to B&I; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio, with three-fourths of its members concurring:

Section 1. That Article XXI, Section 2 of the Administrative Code, “Duties of the Director of Buildings and Inspection,” is hereby amended as follows:

**Sec. 2. – Duties of the Director of Buildings and Inspection.**

The director of the department of buildings and inspections shall be certified by the board of building standards for the state of Ohio as a building official for residential and non-residential purposes, or shall be certified to serve as an interim building official. The director shall also be a registered professional engineer or registered architect in the state of Ohio, or be eligible for registration. The director of the department of buildings and

inspections shall be the chief building official for the city for the purposes of administering and adjudicating orders under the Cincinnati building code, under revised code chapter 3781, revised code chapter 3791, and the rules made under them, including the Ohio building code and the residential code of Ohio, and under all other related building and housing codes.

*Permits and Inspections.*

The director of buildings and inspections shall oversee the administration and enforcement of all building, housing, and related codes and ordinances under the jurisdiction of the permits and inspections deputy as they relate to the construction and erection of new structures, the renovation of existing structures, the construction and erection of alterations and additions to existing structures, and other alterations and improvements to real property; shall oversee the building permitting and building inspections functions of the city; shall oversee the administration and enforcement of all zoning regulations under the jurisdiction of the zoning administrator; shall oversee the protection and preservation of the city's historic assets and historic districts, and the administration and enforcement of the city's historic preservation regulations; shall serve as the floodplain administrator and oversee the administration and enforcement of floodplain laws and regulations; and shall perform other duties assigned by the city manager or by ordinance of the council.

*Property Maintenance Code Enforcement.*

The director of buildings and inspections shall oversee the administration and enforcement of the property maintenance-related provisions of the housing, building, zoning, and related codes and ordinances under the jurisdiction of the property maintenance deputy as they relate to the maintenance of existing structures and existing uses of land; administration and enforcement of the city's weed, high grass, and litter regulations contained in Municipal Code Chapters 714, "Littering," and 731, "High Grass"; and shall perform other duties assigned by the city manager or by ordinance of the council.

The director of building and inspections and those designated inspectors and employees, when enforcing the provisions of ordinances or laws within the scope of their duties related to enforcement of the city's weed, high grass, and litter regulations, shall be vested with the powers of police officers of the city.

Section 2. That existing Section 2 of Article XXI of the Administrative Code, "Duties of the Director of Buildings and Inspection," is hereby repealed.

Section 3. That Article VI, Section 2 of the Administrative Code, "Duties of Director of Public Services," is hereby amended as follows:

## **Sec. 2. – Duties of Director of Public Services.**

The director of public services shall have the duty and responsibility for the following areas of jurisdiction: repair, maintenance, and cleaning of all streets, boulevards, alleys, viaducts, sidewalks, curbing, street crossings, grade separations, and other public ways and highways belonging to the city; second-level walkway capital improvements; installation, operation, and maintenance of regulatory signs, pavement markings, and hazard markings; collection and disposal of city wastes; ~~administration and enforcement of the city's weed, high grass, and litter regulations contained in Municipal Code Chapters 714, "Littering" and 731, "High Grass";~~ maintenance of a complete set of records and maps showing all pertinent information as to the public services and properties set forth herein in the charge of the department; and shall perform other duties as may be imposed by the city manager or by ordinance of the council.

~~The director of public services and those designated inspectors and employees, when enforcing the provisions of ordinances or laws within the scope of their duties related to enforcement of the city's weed, high grass, and litter regulations, shall be vested with the powers of police officers of the city.~~

Any provisions of the Cincinnati Municipal Code that refer to the department of public works or the director of public works shall be read to mean the department of public services or the director of the department of public services, so far as they are consistent with the duties set forth in this article and in accordance with the direction of the city manager.

Section 4. That existing Section 2 of Article VI of the Administrative Code, "Duties of Director of Public Services," is hereby repealed.

Section 5. That the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 existing within Stormwater Management Fund 107 from and to various operating accounts according to the Schedule of Transfer, attached hereto and by this reference made a part hereof, is hereby authorized for the purpose of transferring the Private Lot Abatement Program ("PLAP") from the Department of Public Services ("DPS") to the Department of Buildings and Inspections ("B&I") effective November 1, 2020.

Section 6. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 5 hereof and the Schedule of Transfer attached hereto.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to reflect the new duties and transfer the resources needed for the Private Lot Abatement Program to B&I so that work can continue uninterrupted.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
New language underscored. Deleted language indicated by strikethrough.

**FY 2021 PLAP TRANSFER ORDINANCE SCHEDULE OF TRANSFER**

Fund 107 Stormwater Management

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
<b>TRANSFERS WITHIN APPROPRIATIONS</b>					<b>TRANSFERS WITHIN APPROPRIATIONS</b>				
<b>SOURCE ACCOUNTS</b>					<b>USE ACCOUNTS</b>				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF BUILDINGS AND INSPECTIONS				
Private Lot Abatement Program	107	253	7100	413,300	Private Lot Abatement	107	212	7100	413,300
Private Lot Abatement Program	107	253	7200	167,300	Private Lot Abatement	107	212	7200	167,300
Private Lot Abatement Program	107	253	7300	10,600	Private Lot Abatement	107	212	7300	50,600
Private Lot Abatement Program	107	253	7400	10,900	Private Lot Abatement	107	212	7400	10,900
Private Lot Abatement Program	107	253	7500	185,420	Private Lot Abatement	107	212	7500	185,420
<b>SUPPLEMENTAL APPROPRIATIONS</b>									
Unappropriated Surplus	107			40,000					
<b>TOTAL FUND REDUCTIONS</b>				<b>827,520</b>	<b>TOTAL FUND INCREASES</b>				<b>827,520</b>

# City of Cincinnati



Interdepartmental  
Correspondence Sheet

October 14, 2020

**To:** Mayor and Members of Council **202001884**

**From:** Paula Boggs Muething, Interim City Manager

**Subject:** **Ordinance – Execute Property Transfer Agreement with BJ Homes Limited Partnership over the Property at 3110 Illinois Avenue.**

---

Transmitted herewith is an ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati.

This ordinance would authorize the City Manager to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati. BJ Homes Limited Partnership owns the property located at 3110 Illinois Avenue in Cincinnati. This property adjacent from current Cincinnati Recreation Commission (“CRC”) property Bold Face Park. This property transfer agreement will settle Hamilton County Court of Common Pleas Case No. A1902806, City of Cincinnati v. Robert Dressman, et al. This settlement is apart of the City of Cincinnati large-scale nuisance abatement project on Illinois Avenue. This property has a history of illegal dumping that has contributed to an active landslide that impacts Boldface Park. CRC will take control of the property and will ensure upkeep. Currently there are no specific plans for the property however CRC will pursue any future opportunities for use.

cc: Daniel E. Betts, Director of Cincinnati Recreation Commission

EMERGENCY  
**City of Cincinnati**

CHM

*AWB*

**An Ordinance No. \_\_\_\_\_**

- 2020

**AUTHORIZING** the City Manager to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati.

WHEREAS, BJ Homes Limited Partnership is the owner of certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati, as more particularly described in the *Property Transfer Agreement* attached to this ordinance as Attachment A (the "Property"); and

WHEREAS, pursuant to a *Settlement Agreement*, the City Solicitor and BJ Homes Limited Partnership have agreed to settle or compromise all claims in an action to which the City is a party, namely Hamilton County Court of Common Pleas Case No. A1902806, *City of Cincinnati v. Robert Dressman, et al.*, pursuant to which BJ Homes Limited Partnership will convey to the City all its right, title, and interest in the Property by general warranty deed; and

WHEREAS, James A. R. Flax, a reputable attorney-at-law practicing in Hamilton County, Ohio, has determined that BJ Homes Limited Partnership holds title to the Property in fee simple, free and clear of all encumbrances of every kind except for taxes for the second half of the year 2019 and taxes not yet assessed for 2020 to date; and

WHEREAS, the City Manager, upon consultation with the Director of Recreation, recommends the Council to accept the conveyance, finding that it is a proper municipal purpose to acquire the Property to provide land for recreation purposes as an addition to Boldface Park; and

WHEREAS, at its meeting on August 18, 2020, the Cincinnati Recreation Commission approved the acceptance of the conveyance as an addition to Boldface Park; and

WHEREAS, upon transfer of the property to the City, the City's Department of Buildings & Inspections will take prompt action to demolish the existing structure and remove hazardous nuisance conditions at the site so that the property will be appropriate for recreational uses as an expansion to Boldface Park; and

WHEREAS, at its meeting on September 18, 2020, the City Planning Commission approved the expansion of Boldface Park; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership, in substantially the form attached to this ordinance as Attachment A, pursuant to which BJ Homes Limited Partnership will convey to the City by general warranty deed all its right, title, and interest to certain real property more particularly described as follows (“Property”):

Situated in the City of Cincinnati, County of Hamilton and State of Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township, and more particularly described as follows:

Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue; thence North, along the West line of said playground, North 59°35’ West, 200 feet to a point in the West line of said playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book No. 1116, Page 514, Hamilton County Records, thence Southwardly along the East line of said Pool property, 215 feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also 143 feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

Commonly known as 3110 Illinois Avenue, Cincinnati, Ohio 45204. Hamilton County Auditor Parcel ID: 153-0005-058-00.

Section 2. That the Council hereby authorizes the proper City officials to take all necessary and proper actions to carry out the terms of this ordinance, including the execution of all necessary real estate documents, to accept and confirm the conveyance instrument to the City, and to note such acceptance on the conveyance instrument.



Section 3. That the City Solicitor shall cause an authenticated copy of this ordinance to be filed with the Hamilton County, Ohio Auditor's office, and recorded in the Hamilton County, Ohio Recorder's office.

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 execute the *Property Transfer Agreement* and accept the instrument conveying the Property to the City so that the City may promptly abate hazardous nuisance conditions at the Property and move forward with the planned expansion of Boldface Park.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

ATTACHMENT A

CONTRACT FOR TRANSFER AND ACCEPTANCE  
OF PROPERTY

PROJECT: 3110 Illinois Avenue –City v. Dressman Settlement

OWNER: BJ Homes Limited Partnership, 1727 E. Galbraith Road, Cincinnati, OH 45215

PROPERTY: 3110 Illinois Avenue, Cincinnati, OH 45204  
(Auditor's Parcel No. 153-0005-0058)

THIS PROPERTY TRANSFER AGREEMENT (this "**Agreement**") is made and effective as of the Effective Date (as defined by the signature page herein) by and between **BJ HOMES LIMITED PARTNERSHIP**, an Ohio limited partnership, with a mailing address of 1894 East Galbraith Road, Cincinnati, Ohio 45215 ("**Owner**"), and the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202, as conveyee (the "**City**").

A. On June 6, 2019, the City filed a complaint against Owner in the Court of Common Pleas, Hamilton County, Ohio, in an action captioned *City of Cincinnati v. Robert Dressman, et al.*, Case No. A 1902806 (the "**Action**").

B. Pursuant to that certain *Settlement Agreement* dated September 25, 2020 the City and Owner have agreed to settle, compromise, and resolve certain rights, claims, and demands asserted in the Action (the "**Settlement Agreement**"). A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit A (*Settlement Agreement*).

C. As a material inducement to the City to enter the Settlement Agreement, Owner agreed to convey to the City, free and clear of any and all liens or encumbrances, all its right, title, and interest in and to certain real property commonly known as 3110 Illinois Avenue, Cincinnati, Ohio 45204; Auditor's Parcel No.: 153-0005-0058-00, as more particularly described on Exhibit B (*Legal Description*) hereto and more particularly depicted on Exhibit C (*Site Map*) hereto (the "**Property**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Settlement Agreement, as well as the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. **Agreement to Convey Owner's Property.** Owner hereby agrees to convey to the City, and the City hereby agrees to accept, all of Owner's right, title and interest in and to the Property, as described on Exhibit B hereto. Between the date of Owner's execution of this Agreement and the Closing (as defined below), Owner shall not make or permit any physical changes to the Property without the City's prior written consent. Owner shall deliver exclusive possession of the Property to the City at Closing. Owner represents and warrants that there are no tenants or other third parties that have possessory interests in the Property.

2. **Purchase Price.** Pursuant to the terms of the Settlement Agreement, Owner shall convey the Property at Closing at no cost to the City.

3. **City's Right to Enter.** Between the date of Owner's execution of this Agreement and the Closing, the City's agents, employees and contractors shall have the right to enter upon the Property, upon 24 hours prior verbal notice to Owner, for purposes of inspection and any and all other reasonable purposes.

4. **Title.** Owner represents and warrants to the City that: (a) it is the sole owner of the fee simple interest in the Property; (b) there are no tenants or other third parties who are entitled to the use or possession of any part of the Property; and (c) the Property is free and clear of all liens and encumbrances whatsoever, except for easements, restrictions, conditions and covenants of record, if any, and the lien for real estate taxes and assessments not yet due and payable. Owner shall procure and deliver to City any releases, assignments or cancellations of any and all other rights, titles and interests in the Property, whether attaching to the Property prior to or during Owner's ownership of the Property. Such interests may include, but are not limited to, those belonging to tenants, mortgagees or others now in possession or otherwise occupying the Property, and all tax and assessment claims against the Property. Any mortgage or other monetary liens on the Property shall be discharged and paid by Owner at or before Closing. If the City or Owner becomes aware of any title problems affecting the Property, then Owner, at Owner's expense, shall promptly take such action as is necessary to clear the title. Between the date of Owner's execution of this Agreement and the Closing, Owner shall not take any action that affects the title to the Property, including, but not limited to conveying any interest in the Property to any third party or granting any easements or the like, without the City's prior written consent. Notwithstanding anything in this Agreement to the contrary, the City's obligation to close on the acquisition of the Property is conditioned upon the City's satisfaction with Owner's title to the Property. If such condition is not satisfied, the City may terminate this Agreement by giving written notice thereof to Owner at any time prior to the scheduled Closing date, whereupon neither party shall thereafter have any rights or obligations hereunder.

5. **Closing.** At Closing, Owner shall convey title to the Property to the City by General Warranty Deed in substantially the form of Exhibit D (General Warranty Deed) hereto (the "**Deed**"). Owner's title shall be free, clear and unencumbered, subject only to such matters of record as are acceptable to the City. Owner's conveyance of title to the Property (the "**Closing**") shall take place within **30 days** after the adoption of an ordinance by the Council of the City of Cincinnati accepting the conveyance of the Property to the City or on such other date as the parties may mutually agree upon. At Closing, Owner shall execute a customary seller's title affidavit in a form prepared by the City, and the parties shall execute a settlement statement and any and all other customary closing documents.

6. **Closing Costs.** At Closing, Owner shall pay all transfer taxes, conveyance fees, and recording costs payable to the Hamilton County Auditor and Hamilton County Recorder and any and all other closing costs associated with the Closing (except that Owner shall not be required to pay any attorneys fees for the City). *As a material inducement to the City to enter into the Settlement Agreement, the City shall not be required to pay any closing costs associated with the Closing.* Real estate taxes and assessments shall be prorated as of the date of Closing in accordance with local custom. If, upon receipt of the actual tax bills for the Property, it is determined that Owner's estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Owner's actual prorated share, Owner shall pay the additional amount to the City within 30 days after receipt of the tax bill. Owner represents that Owner has not dealt with any real estate agent in connection with the sale of the Property who might claim entitlement to a real estate commission as a result of the sale of the Property to the City.

7. **Owner's Title Insurance.** At Closing, Owner, at no cost to the City, shall provide the City with an Owner's Title Insurance Policy for the Property, (i) issued by a reputable title insurance company acceptable to the City, (ii) identifying the City as the insured, (iii) evidencing insurance in the amount of the fair market value of the Property, (iv) showing title to be free and clear of all mortgages, easements, and other encumbrances (except for encumbrances as may be approved in writing by the City); (v) insuring the so-called "gap" period, and (vi) evidencing deletion of the Schedule B-II standard exceptions (including standard exceptions pertaining to parties in possession, survey matters, and mechanics liens). Owner shall provide the City with a Commitment for Title Insurance no less than 14 days prior to the Closing, for review.

8. **Environmental Representations.** Owner represents and warrants to the City that Owner is not aware of the existence of any environmental contamination, environmental hazards, underground storage tanks, or other adverse environmental conditions previously or currently affecting the Property.

9. **Damage to Property.** In the event of damage to the Property resulting from any cause prior to Closing, the City shall have the right to terminate this Agreement. If the City does not exercise such right, at Closing the City shall accept the Property in its then current condition.

10. **Survival.** Any and all obligations of the parties under this Agreement that have not been fully performed as of the date of Closing shall survive the Closing (and shall not be deemed to have merged into Owner's deed) until fully performed.

11. **Appropriation for Public Use.** Following Owner's execution of this Agreement, Owner agrees that it will not contest any action which the City has or may institute to appropriate the Property to public use, and in such proceedings Owner agrees to appear and consent that the jury in its verdict and the Court in its judgment entry may make the amount of the Purchase Price the amount of the compensation awarded for the appropriation of the Property to public use. Owner also consents to the filing and use of this Agreement in such proceedings as evidence of the agreed value of the Property.

12. **Notice.** Any notice or other communication required or desired to be given to either party under this Agreement shall be in writing and (i) delivered personally, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by UPS, Federal Express or other recognized courier service, to the parties at their respective addresses set forth above or such other addresses as either party may specify from time to time. Notices shall be deemed given upon receipt. If Owner sends a notice to the City alleging that the City is in breach of this Agreement, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

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

(i) Owner is a limited partnership duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(ii) Owner has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed and delivered by Owner and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Owner.

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

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Owner, threatened against or affecting Owner or any of its members, at law or in equity or before or by any governmental authority. **[Except Hamilton County Court of Common Pleas Case No. A1902806]**

(v) Owner shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Owner or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vi) Owner does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

**14. General Provisions.**

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

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

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

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

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

(F) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

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

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

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

(J) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

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

- Exhibit A – *Settlement Agreement*
- Exhibit B – *Legal Description*
- Exhibit C – *Site Map*
- Exhibit D – *General Warranty Deed*

**[Signature Page Follows]**

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

**BJ HOMES LIMITED PARTNERSHIP,**  
an Ohio limited partnership

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

Date: \_\_\_\_\_, 2020

Recommended by:

\_\_\_\_\_  
Daniel E. Betts, Director,  
Cincinnati Recreation Commission

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

**EXHIBIT A**  
to Property Transfer Agreement  
*Settlement Agreement*

[ TO BE ATTACHED ]



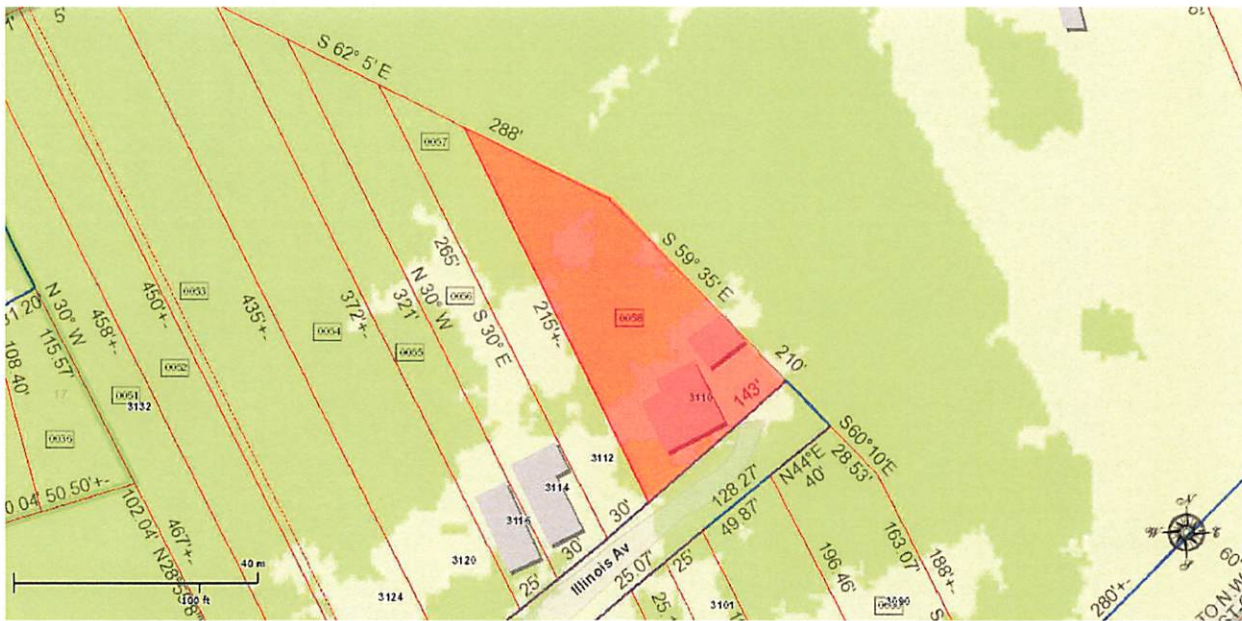
**EXHIBIT B**  
to Property Transfer Agreement  
*Legal Description*

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

159-5-58  
Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

**EXHIBIT C**  
to Property Transfer Agreement  
*Site Map*



**EXHIBIT D**  
to Property Transfer Agreement

*General Warranty Deed*

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

**GENERAL WARRANTY DEED**

**BJ HOMES LIMITED PARTNERSHIP**, an Ohio limited partnership (“Grantor”), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202 (the “City”), the real property described on Exhibit A (Legal Description) hereto (the “Property”):

Street Address: 3101 Illinois Avenue, Cincinnati, OH 45204

Auditor's Parcel No: 153-5-58

Prior instrument reference: Official Record 14151, Page 1786, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2020.

**BJ HOMES LIMITED PARTNERSHIP**,  
an Ohio limited partnership

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, the \_\_\_\_\_ of BJ Homes Limited Partnership, an Ohio limited partnership, on behalf of the limited partnership. This 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: \_\_\_\_\_

Accepted by:

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager 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: \_\_\_\_\_

Cincinnati City Council authorized the acceptance of this conveyance by Ordinance \_\_\_\_-2020, passed on \_\_\_\_\_, 2020.

Acceptance Noted by:

\_\_\_\_\_  
Clerk of Council

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

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

EXHIBIT A  
to General Warranty Deed

LEGAL DESCRIPTION

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

1/53-5-58

CONTRACT FOR TRANSFER AND ACCEPTANCE  
OF PROPERTY

PROJECT: 3110 Illinois Avenue –City v. Dressman Settlement

OWNER: BJ Homes Limited Partnership, 1727 E. Galbraith Road, Cincinnati, OH 45215

PROPERTY: 3110 Illinois Avenue, Cincinnati, OH 45204  
(Auditor's Parcel No. 153-0005-0058)

THIS PROPERTY TRANSFER AGREEMENT (this "**Agreement**") is made and effective as of the Effective Date (as defined by the signature page herein) by and between **BJ HOMES LIMITED PARTNERSHIP**, an Ohio limited partnership, with a mailing address of 1894 East Galbraith Road, Cincinnati, Ohio 45215 ("**Owner**"), and the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202, as conveyee (the "**City**").

A. On June 6, 2019, the City filed a complaint against Owner in the Court of Common Pleas, Hamilton County, Ohio, in an action captioned *City of Cincinnati v. Robert Dressman, et al.*, Case No. A 1902806 (the "**Action**").

B. Pursuant to that certain *Settlement Agreement* dated September 25, 2020 the City and Owner have agreed to settle, compromise, and resolve certain rights, claims, and demands asserted in the Action (the "**Settlement Agreement**"). A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit A (*Settlement Agreement*).

C. As a material inducement to the City to enter the Settlement Agreement, Owner agreed to convey to the City, free and clear of any and all liens or encumbrances, all its right, title, and interest in and to certain real property commonly known as 3110 Illinois Avenue, Cincinnati, Ohio 45204; Auditor's Parcel No.: 153-0005-0058-00, as more particularly described on Exhibit B (*Legal Description*) hereto and more particularly depicted on Exhibit C (*Site Map*) hereto (the "**Property**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Settlement Agreement, as well as the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. **Agreement to Convey Owner's Property.** Owner hereby agrees to convey to the City, and the City hereby agrees to accept, all of Owner's right, title and interest in and to the Property, as described on Exhibit B hereto. Between the date of Owner's execution of this Agreement and the Closing (as defined below), Owner shall not make or permit any physical changes to the Property without the City's prior written consent. Owner shall deliver exclusive possession of the Property to the City at Closing. Owner represents and warrants that there are no tenants or other third parties that have possessory interests in the Property.

2. **Purchase Price.** Pursuant to the terms of the Settlement Agreement, Owner shall convey the Property at Closing at no cost to the City.

3. **City's Right to Enter.** Between the date of Owner's execution of this Agreement and the Closing, the City's agents, employees and contractors shall have the right to enter upon the Property, upon 24 hours prior verbal notice to Owner, for purposes of inspection and any and all other reasonable purposes.

**4. Title.** Owner represents and warrants to the City that: (a) it is the sole owner of the fee simple interest in the Property; (b) there are no tenants or other third parties who are entitled to the use or possession of any part of the Property; and (c) the Property is free and clear of all liens and encumbrances whatsoever, except for easements, restrictions, conditions and covenants of record, if any, and the lien for real estate taxes and assessments not yet due and payable. Owner shall procure and deliver to City any releases, assignments or cancellations of any and all other rights, titles and interests in the Property, whether attaching to the Property prior to or during Owner's ownership of the Property. Such interests may include, but are not limited to, those belonging to tenants, mortgagees or others now in possession or otherwise occupying the Property, and all tax and assessment claims against the Property. Any mortgage or other monetary liens on the Property shall be discharged and paid by Owner at or before Closing. If the City or Owner becomes aware of any title problems affecting the Property, then Owner, at Owner's expense, shall promptly take such action as is necessary to clear the title. Between the date of Owner's execution of this Agreement and the Closing, Owner shall not take any action that affects the title to the Property, including, but not limited to conveying any interest in the Property to any third party or granting any easements or the like, without the City's prior written consent. Notwithstanding anything in this Agreement to the contrary, the City's obligation to close on the acquisition of the Property is conditioned upon the City's satisfaction with Owner's title to the Property. If such condition is not satisfied, the City may terminate this Agreement by giving written notice thereof to Owner at any time prior to the scheduled Closing date, whereupon neither party shall thereafter have any rights or obligations hereunder.

**5. Closing.** At Closing, Owner shall convey title to the Property to the City by General Warranty Deed in substantially the form of Exhibit D (General Warranty Deed) hereto (the "**Deed**"). Owner's title shall be free, clear and unencumbered, subject only to such matters of record as are acceptable to the City. Owner's conveyance of title to the Property (the "**Closing**") shall take place within **30 days** after the adoption of an ordinance by the Council of the City of Cincinnati accepting the conveyance of the Property to the City or on such other date as the parties may mutually agree upon. At Closing, Owner shall execute a customary seller's title affidavit in a form prepared by the City, and the parties shall execute a settlement statement and any and all other customary closing documents.

**6. Closing Costs.** At Closing, Owner shall pay all transfer taxes, conveyance fees, and recording costs payable to the Hamilton County Auditor and Hamilton County Recorder and any and all other closing costs associated with the Closing (except that Owner shall not be required to pay any attorneys fees for the City). *As a material inducement to the City to enter into the Settlement Agreement, the City shall not be required to pay any closing costs associated with the Closing.* Real estate taxes and assessments shall be prorated as of the date of Closing in accordance with local custom. If, upon receipt of the actual tax bills for the Property, it is determined that Owner's estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Owner's actual prorated share, Owner shall pay the additional amount to the City within 30 days after receipt of the tax bill. Owner represents that Owner has not dealt with any real estate agent in connection with the sale of the Property who might claim entitlement to a real estate commission as a result of the sale of the Property to the City.

**7. Owner's Title Insurance.** At Closing, Owner, at no cost to the City, shall provide the City with an Owner's Title Insurance Policy for the Property, (i) issued by a reputable title insurance company acceptable to the City, (ii) identifying the City as the insured, (iii) evidencing insurance in the amount of the fair market value of the Property, (iv) showing title to be free and clear of all mortgages, easements, and other encumbrances (except for encumbrances as may be approved in writing by the City); (v) insuring the so-called "gap" period, and (vi) evidencing deletion of the Schedule B-II standard exceptions (including standard exceptions pertaining to parties in possession, survey matters, and mechanics liens). Owner shall provide the City with a Commitment for Title Insurance no less than 14 days prior to the Closing, for review.

**8. Environmental Representations.** Owner represents and warrants to the City that Owner is not aware of the existence of any environmental contamination, environmental hazards, underground storage tanks, or other adverse environmental conditions previously or currently affecting the Property.



9. **Damage to Property.** In the event of damage to the Property resulting from any cause prior to Closing, the City shall have the right to terminate this Agreement. If the City does not exercise such right, at Closing the City shall accept the Property in its then current condition.

10. **Survival.** Any and all obligations of the parties under this Agreement that have not been fully performed as of the date of Closing shall survive the Closing (and shall not be deemed to have merged into Owner's deed) until fully performed.

11. **Appropriation for Public Use.** Following Owner's execution of this Agreement, Owner agrees that it will not contest any action which the City has or may institute to appropriate the Property to public use, and in such proceedings Owner agrees to appear and consent that the jury in its verdict and the Court in its judgment entry may make the amount of the Purchase Price the amount of the compensation awarded for the appropriation of the Property to public use. Owner also consents to the filing and use of this Agreement in such proceedings as evidence of the agreed value of the Property.

12. **Notice.** Any notice or other communication required or desired to be given to either party under this Agreement shall be in writing and (i) delivered personally, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by UPS, Federal Express or other recognized courier service, to the parties at their respective addresses set forth above or such other addresses as either party may specify from time to time. Notices shall be deemed given upon receipt. If Owner sends a notice to the City alleging that the City is in breach of this Agreement, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

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

(i) Owner is a limited partnership duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(ii) Owner has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed and delivered by Owner and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Owner.

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

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Owner, threatened against or affecting Owner or any of its members, at law or in equity or before or by any governmental authority. **[Except Hamilton County Court of Common Pleas Case No. A1902806]**

(v) Owner shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Owner or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vi) Owner does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

**14. General Provisions.**

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

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

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

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

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

(F) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

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

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

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

(J) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

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

Exhibit A – *Settlement Agreement*

Exhibit B – *Legal Description*

Exhibit C – *Site Map*

Exhibit D – *General Warranty Deed*

**[Signature Page Follows]**

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

**BJ HOMES LIMITED PARTNERSHIP,**  
an Ohio limited partnership

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

Date: \_\_\_\_\_, 2020

Recommended by:

\_\_\_\_\_  
Daniel E. Betts, Director,  
Cincinnati Recreation Commission

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

**EXHIBIT A**  
to Property Transfer Agreement  
*Settlement Agreement*

[ TO BE ATTACHED ]

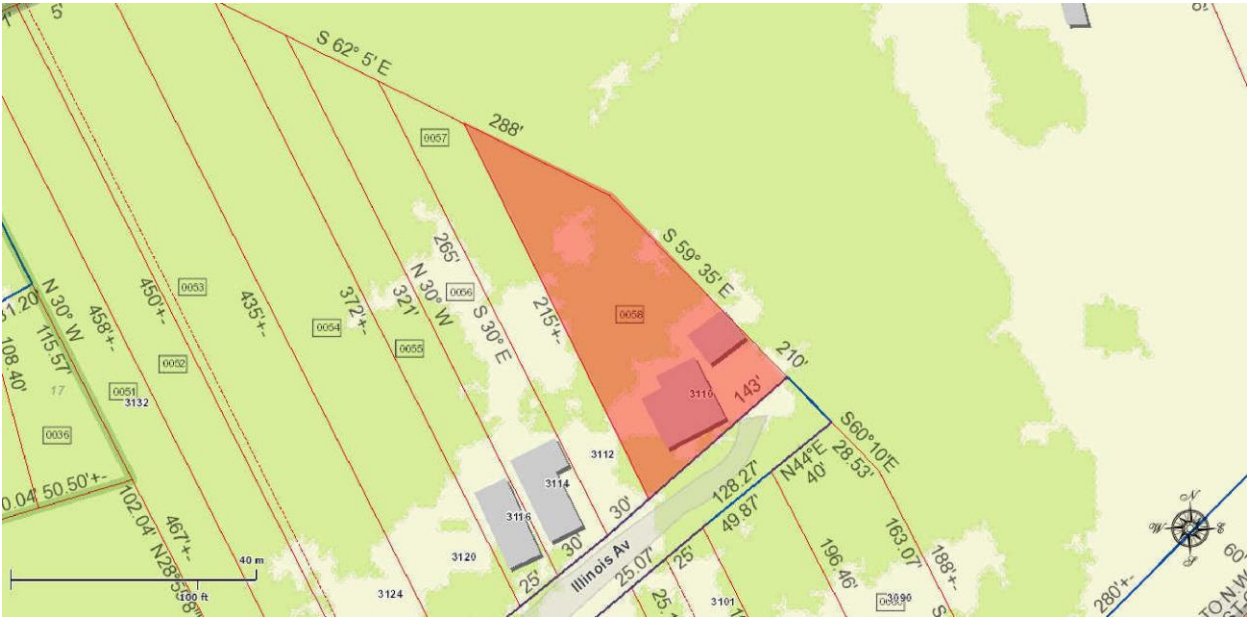
**EXHIBIT B**  
to Property Transfer Agreement  
*Legal Description*

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

153-5-58  
Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

**EXHIBIT C**  
to Property Transfer Agreement  
*Site Map*



**EXHIBIT D**  
to Property Transfer Agreement

*General Warranty Deed*

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

**GENERAL WARRANTY DEED**

**BJ HOMES LIMITED PARTNERSHIP**, an Ohio limited partnership ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**"):

Street Address: 3101 Illinois Avenue, Cincinnati, OH 45204

Auditor's Parcel No: 153-5-58

Prior instrument reference: Official Record 14151, Page 1786, Hamilton County, Ohio Records.

Executed on \_\_\_\_\_, 2020.

**BJ HOMES LIMITED PARTNERSHIP**,  
an Ohio limited partnership

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, the \_\_\_\_\_ of BJ Homes Limited Partnership, an Ohio limited partnership, on behalf of the limited partnership. This 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: \_\_\_\_\_



Accepted by:

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager 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: \_\_\_\_\_

Cincinnati City Council authorized the acceptance of this conveyance by Ordinance \_\_\_\_-2020, passed on \_\_\_\_\_, 2020.

Acceptance Noted by:

\_\_\_\_\_  
Clerk of Council

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

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

EXHIBIT A  
to General Warranty Deed

LEGAL DESCRIPTION

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

153-5-58

202001885

**Date:** October 9, 2020

**To:** Councilmembers Betsy Sundermann, David Mann, and Vice Mayor Smitherman  
**From:** Andrew W. Garth, Interim City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Approved FY 2021 Budget Update (B VERSION)**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the designation of \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department’s Criminal Investigation Section; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to Ennis Tait Ministries for violence reduction administered by Project Lifeline.

AWG/CMZ/(lnk)  
Attachment  
32378.4

EMERGENCY

City of Cincinnati

CMZ/B

AWB

An Ordinance No. \_\_\_\_\_ - 2020

**AUTHORIZING** the designation of \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department’s Criminal Investigation Section; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to Ennis Tait Ministries for violence reduction administered by Project Lifeline.

WHEREAS, the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses (“CCROW”) Unit of the Cincinnati Police Department’s (“CPD”) Criminal Investigation Section, led by Karen Rumsey, serves a vital role by providing victim services to all victims of crime in the City of Cincinnati who are cooperating in the investigation of violent criminals; and

WHEREAS, recently a Victims Assistance Liaison/CCROW Unit part-time staff member lost a grant covering part of her salary in the amount of \$20,000, and replacement of this grant would allow CPD to continue its important victims’ services; and

WHEREAS, the Victims Assistance Liaison/CCROW Unit has very limited staffing for all five CPD Districts, and one additional part-time staffer at the cost of \$40,000 would greatly assist in continuing to provide victims’ services; and

WHEREAS, the Victims Assistance Liaison/CCROW Unit currently utilizes six college undergraduate interns and six Masters’ Degree interns on a part-time basis, and a budget to pay stipends in the total amount of \$120,000 would greatly assist in providing victims’ services; and

WHEREAS, the Victims Assistance Liaison/CCROW Unit also has a very limited budget for program expenses, and an infusion of \$55,000 would greatly assist in its important work; and

WHEREAS, the fundraising interruption caused by the COVID-19 pandemic has created funding gaps for numerous local non-profit organizations which serve vital roles in the City of Cincinnati; and

WHEREAS, a unique community outreach program by UCanSpeakForMe, led by Hope Dudley, prints reward cards and flyers that include photos of individuals who have been murdered and distributes them in the specific police districts and communities where those unsolved murders occurred and is a critical tool in helping solve crimes; and

WHEREAS, Council wishes to designate \$20,000 of the \$1,000,000 included in the City Manager's Office Approved FY 2021 Operating Budget Update for the Community Safety Response Program to the UCanSpeakForMe program; and

WHEREAS, Cincinnati Works provides critical career coaching and support services to all willing and capable people living in poverty to assist them in advancing to economic self-sufficiency through employment; and

WHEREAS, Council wishes to designate \$20,000 of the \$1,000,000 included in the City Manager's Office Approved FY 2021 Operating Budget Update for the Community Safety Response Program to be given to Ennis Tait Ministries for violence reduction administered by Project Lifeline, which is co-sponsored by Pastor Ennis Tait and Mitch Morris; now, therefore,

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

Section 1. That Council hereby designates \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department's Criminal Investigation Section in order to provide grant replacement funding for staff, additional part-time staff, stipends for college interns, and additional program expenses.

Section 2. That Council hereby designates \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives.

Section 3. That Council hereby designates \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to be given to Ennis Tait Ministries for violence reduction administered by Project Lifeline, which is co-sponsored by Pastor Ennis Tait and Mitch Morris.

Section 4. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 3 herein.

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 accomplish the authorized designations so that the funding described herein is in place immediately and the necessary expenditures described herein may be made as soon as possible to avoid interruptions in the victims' services provided and to allow immediate implementation of new programs to address violent crime.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk



**Greg Landsman**  
*Councilmember*

October 14, 2020

## MOTION

WE MOVE that the Administration work with Kingsley and Co. and the Mt. Auburn community to ensure that project- and community-based commitments are ultimately met, including an attempt by the developer to resolve remaining tenant issues.

*Jan-Michael Fenwick-Learney*

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October 21, 2020

**To:** Mayor and Members of City Council 202001993  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – COVID-19 Care Resource Coordination Support Grant**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of \$275,583 from the Ohio Department of Health. The purpose of the funding is to provide support for vulnerable populations who face social and economic instability related to COVID-19 testing and diagnosis, including isolation and quarantine. The funding will allow the Cincinnati Health Department to expand COVID-19 testing efforts at locations that have been reported as frequent gathering spots, distribute protective supplies/preparedness kits and subsidies for financial relief to vulnerable communities.

No additional FTE are associated with this grant, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance is in accordance with the Sustain goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment





**EMERGENCY**

**CFG**

**- 2020**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

WHEREAS, this grant will allow the Cincinnati Health Department to expand COVID-19 testing efforts at locations that have been reported as frequent gathering spots, and to distribute protective supplies/preparedness kits and subsidies for financial relief to vulnerable communities; and

WHEREAS, the Cincinnati Health Department applied for this grant on September 22, 2020; and

WHEREAS, if awarded grant funding, the Cincinnati Health Department will require authorization from City Council to accept the funds; and

WHEREAS, the Cincinnati Health Department will not accept the grant funding without Council approval; and

WHEREAS, there is no local match required and no new FTEs are associated with this grant; and

WHEREAS, supporting vulnerable communities in combating COVID-19 is in accordance with the “Sustain” goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

Section 2. That the Finance Director is authorized to deposit the grant funds into Public Health Research Fund 350.

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

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 to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

October 21, 2020

202001994

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

**From:** Paula Boggs Muething, City Manager

**Subject:** **Emergency Ordinance – Parks Foundation Donation for Hyde Park Square Renovation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; **ESTABLISHING** new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation.”

This Emergency Ordinance authorizes the City Manager to accept and deposit a donation of up to \$110,000 from the Cincinnati Parks Foundation to Fund No. 430, “Private Parks Endowment,” to provide resources to reimburse capital project accounts for a landscaping renovation plan completed at Hyde Park Square. This Emergency Ordinance also establishes new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation.” Finally, this Emergency Ordinance authorizes the transfer and appropriation of up to \$110,000 from Fund No. 430, “Parks Private Endowment,” to the new “Hyde Park Square Renovation” project.

This donation does not require a local match or additional FTEs.

This Emergency Ordinance is in accordance with the "Live" goal to “Build a robust public life” and strategy to “Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people,” as well as the “Sustain” goal to “Preserve our natural and built environment,” as described on pages 149 – 152 and 193 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to reimburse capital improvement program project accounts for expenses incurred under the renovation plan for Hyde Park Square.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

**KKF**

**- 2020**

**AUTHORIZING** the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; **ESTABLISHING** new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation.”

WHEREAS, the City of Cincinnati performed renovations at Hyde Park Square that included the removal of hedges, the installation of a decorative perimeter fence, replacement of a spruce tree, additional landscaping work, sidewalk widening, and the installation of a drinking fountain; and

WHEREAS, acceptance of the funds from the Cincinnati Parks Foundation will reimburse the City’s costs for improving Hyde Park Square; and

WHEREAS, there is no match requirement associated with the acceptance of this donation; and

WHEREAS, there are no new FTEs associated with the acceptance of this donation; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “Build a robust public life” and strategy to “Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people,” as well as the “Sustain” goal to “Preserve our natural and built environment,” as described on pages 149 – 152 and 193 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for a landscaping renovation plan completed at Hyde Park Square.

Section 2. That new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” is hereby established for the purpose of providing resources for implementation of a landscaping renovation plan at Hyde Park Square.

Section 3. That the City Manager is hereby authorized to transfer and appropriate up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation” for the purpose of providing resources for implementation of a landscaping renovation plan at Hyde Park Square.

Section 4. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Section 1 through 3 herein.

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 reimburse capital improvement program project accounts for expenses incurred under the renovation plan for Hyde Park Square.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

October 21, 2020

To: Mayor and Members of City Council

202001996

From: Paula Boggs Muething, City Manager

Subject: **RELEASE OF EASEMENT FOR 525 VINE STREET**

---

Attached is an Ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Release of Easement to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

### **BACKGROUND/CURRENT CONDITIONS**

On December 18, 2020, City Council authorized the execution of a Property Sale and Development Agreement between the City and Fountain Place, LLC for the development of the property at 505 Vine Street. As a part of this development, the City released an easement that was located within the property of 505 Vine Street.

The easement that was released at 505 Vine Street and the easement that is located at 525 Vine Street have historically served the purpose of providing public access to downtown's skywalk system. The easement located in the 525 Vine Street building was also connected to a now-demolished skywalk bridge that crossed Race Street. As a result, the current easement at 525 Vine Street no longer serves its intended public purpose of providing access to downtown's skywalk system.

City Planning Commission approved the release of this easement at their meeting on October 2, 2020

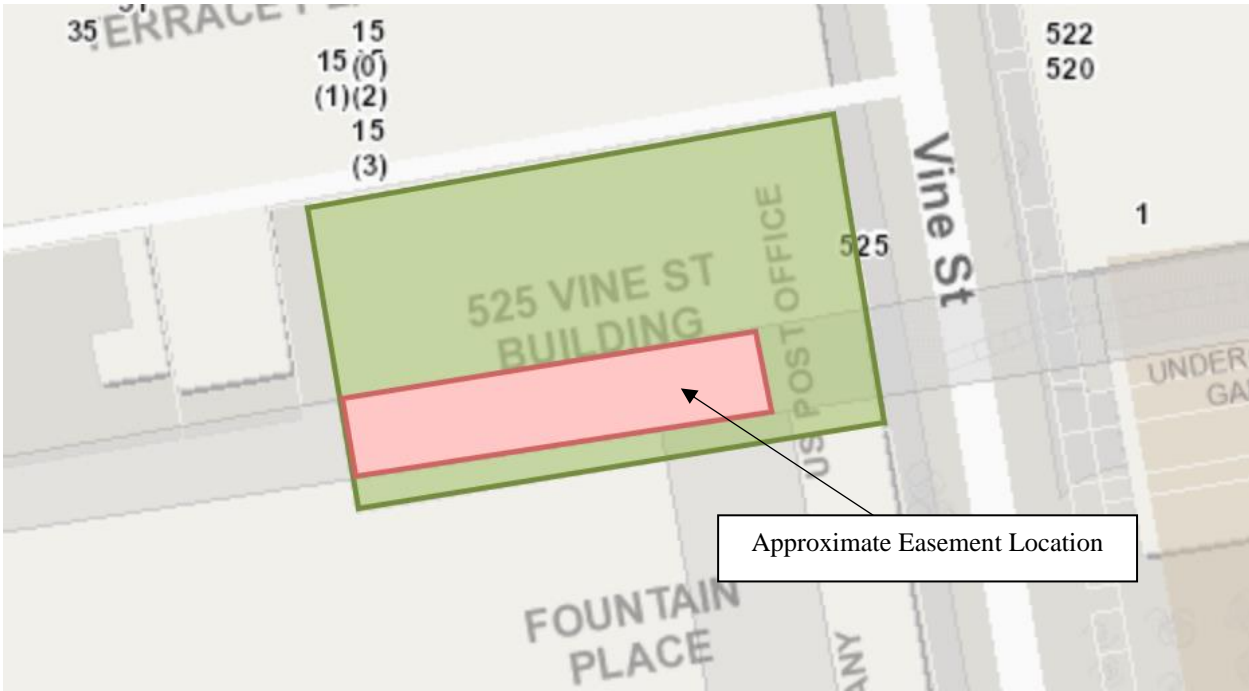
### **RECOMMENDATION**

The Administration recommends approval of this Ordinance as it will remove an easement that is no longer needed for any municipal purpose.

Attachment: A. Approximate Easement Location

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

**Attachment A: Approximate Easement Location**





City of Cincinnati

CHM

AWG

An Ordinance No. \_\_\_\_\_

- 2020

**AUTHORIZING** the City Manager to execute a *Release of Easements* to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

WHEREAS, Cincinnati Center City Development Corporation (“Developer”) owns certain real property commonly known as Fountain Square West, which property adjoins certain real property located at 525 Vine Street in Cincinnati; and

WHEREAS, Developer desires to redevelop Fountain Square West and, in connection with such redevelopment, Developer has requested that the City release public pedestrian ingress and egress easements that encumber portions of the property located at 525 Vine Street, as described in the *Release of Easements* attached to this ordinance as Attachment A; and

WHEREAS, the City Manager, in consultation with the Department of Transportation and Engineering, has determined that the easements are not needed for any municipal or public purpose and therefore is agreeable to releasing the easements in order to facilitate Developer’s redevelopment of Fountain Square West; and

WHEREAS, the City Planning Commission approved the City’s release of the easements at its meeting on October 2, 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 *Release of Easements*, in substantially the form attached to this ordinance as Attachment A, to release public pedestrian easements that encumber property located at 525 Vine Street in Cincinnati to facilitate the redevelopment of adjoining property commonly known as Fountain Square West.

Section 2. That the easements are not needed for any municipal or public purpose and the release of the easements will not be detrimental to the interests of the general public.

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, including without limitation executing any and all ancillary agreements, plats, and other real estate documents.

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

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_

John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

ATTACHMENT A

Property: 525 Vine Street

## RELEASE OF EASEMENTS

THIS RELEASE is executed by the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

### Recitals:

A. By a *Deed of Easement* executed on March 30, 1983, and recorded in Deed Book 4253, Page 563, Hamilton County, Ohio Records, the City reserved certain pedestrian ingress and egress easements for the benefit of the general pedestrian public described in section "A", "Easement No. 1," of the *Deed of Easement* over certain portions of real property, as more particularly described on Exhibit A (Legal Description—Public Pedestrian Easement No. 1) ("**Public Pedestrian Easement 1**"), including certain portions of improvements to be constructed thereon, generally located at 525 Vine Street, Cincinnati, Ohio and more particularly described on Exhibit B (Legal Description—525 Vine Property) hereto, (the "**Property**").

B. By a *Partial Release of Reservation of Pedestrian Ingress and Egress Rights and Maintenance and Repair Obligations* executed on March 23, 2006, and recorded in Official Record 10203, Page 1667, Hamilton County, Ohio Records (the "**Partial Release**"), the City released certain pedestrian ingress and egress easement rights burdening the Property that it had reserved and created for the benefit of the general public.

C. By a *Grant of Easement* executed on May 16, 2006, and recorded in Official Record 10254, Page 2163, Hamilton County, Ohio Records, 525 Vine Street, LLC granted to the City for the benefit of the general public certain pedestrian ingress and egress rights across and through the Property ("**Public Pedestrian Easement 2**" and together with Public Pedestrian Easement 1, the "**Public Pedestrian Easements**").

D. Cincinnati Center City Development Corporation desires to redevelop a property adjoining the Property, and in connection therewith has requested that the City release the Public Pedestrian Easements.

E. The City Manager, in consultation with the Department of Transportation and Engineering and the Department of Community and Economic Development, has determined that the Public Pedestrian Easements no longer serve any municipal or public purpose because they were granted to the City in connection with the City's then-existing pedestrian skywalk network, including the pedestrian skywalk bridges above Vine and Race Streets, which bridges have been dismantled.

F. The City is agreeable to release and terminate the Public Pedestrian Easements to facilitate the redevelopment of the adjoining property under the ownership or control of Cincinnati Center City Development Corporation.

G. The City's release and termination of the Public Pedestrian Easements was authorized by Ordinance No. \_\_\_\_ passed by Cincinnati City Council on \_\_\_\_.

NOW THEREFORE, for valuable consideration received, the City hereby releases and forever quitclaims any and all right and interest in the Public Pedestrian Easements and confirms that the same have been terminated and are null and void.

Executed on the date of acknowledgment indicated below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething,  
Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager 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: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Recommended by:

\_\_\_\_\_  
Markiea L. Carter, Interim Director  
Department of Community Development



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

Exhibits:

Exhibit A – *Legal Description—Public Pedestrian Easement No. 1*

Exhibit B – *Legal Description—525 Vine Property*

**Exhibit A**  
to Release of Easement  
*Legal Description – Public Pedestrian Easement No. 1*

Situated in the City of Cincinnati, Hamilton County, Ohio, being an aerial easement between elevation 566.50 feet above sea level, and elevation 860.00 feet above sea level, over the following area: Beginning at the northwest corner of Vine Street and Opera Place, thence South 74° 12' West, along the north line of Opera Place, a distance of 224.00 feet; thence South 15° 48' East, a distance of 40.00 feet to the south line of Opera Place; thence North 74° 12' East, a distance of 224.14 feet to the west line of Vine Street; thence North 16° 00' West, a distance of 40.00 feet to the place of beginning.



**Exhibit B**  
to Release of Easement  
*Legal Description—525 Vine Property*

**Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 67, 68, 113, 114 and 115, and part of Lot 112 of James Ferguson's Subdivision of Lots in Cincinnati, as recorded in Deed Book V2, Page 412 of the Hamilton County, Ohio Records and being more particularly described as follows:**

**Beginning at the northwest corner of Vine Street and Opera Place,**

**thence North 16°-00' West, along the west line of Vine Street, a distance of 83.45 feet to the south line of Thorp Alley;**

**thence South 74°-09' West, along the south line of Thorp Alley, a distance of 224.12 feet;**

**thence South 16°-05' East, a distance of 83.25 feet to the north line of Opera Place;**

**thence North 74°-12' East, along the north line of Opera Place, a distance of 224.00 feet to the place of beginning.**

**CONTAINING 18,675 square feet.**

**SUBJECT to easements and restrictions of record.**

---

[SPACE ABOVE FOR RECORDER'S USE]

Property: 525 Vine Street

## RELEASE OF EASEMENTS

THIS RELEASE is executed by the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

### Recitals:

A. By a *Deed of Easement* executed on March 30, 1983, and recorded in Deed Book 4253, Page 563, Hamilton County, Ohio Records, the City reserved certain pedestrian ingress and egress easements for the benefit of the general pedestrian public described in section "A", "Easement No. 1," of the *Deed of Easement* over certain portions of real property, as more particularly described on Exhibit A (Legal Description—Public Pedestrian Easement No. 1) ("**Public Pedestrian Easement 1**"), including certain portions of improvements to be constructed thereon, generally located at 525 Vine Street, Cincinnati, Ohio and more particularly described on Exhibit B (Legal Description—525 Vine Property) hereto, (the "**Property**").

B. By a *Partial Release of Reservation of Pedestrian Ingress and Egress Rights and Maintenance and Repair Obligations* executed on March 23, 2006, and recorded in Official Record 10203, Page 1667, Hamilton County, Ohio Records (the "**Partial Release**"), the City released certain pedestrian ingress and egress easement rights burdening the Property that it had reserved and created for the benefit of the general public.

C. By a *Grant of Easement* executed on May 16, 2006, and recorded in Official Record 10254, Page 2163, Hamilton County, Ohio Records, 525 Vine Street, LLC granted to the City for the benefit of the general public certain pedestrian ingress and egress rights across and through the Property ("**Public Pedestrian Easement 2**" and together with Public Pedestrian Easement 1, the "**Public Pedestrian Easements**").

D. Cincinnati Center City Development Corporation desires to redevelop a property adjoining the Property, and in connection therewith has requested that the City release the Public Pedestrian Easements.

E. The City Manager, in consultation with the Department of Transportation and Engineering and the Department of Community and Economic Development, has determined that the Public Pedestrian Easements no longer serve any municipal or public purpose because they were granted to the City in connection with the City's then-existing pedestrian skywalk network, including the pedestrian skywalk bridges above Vine and Race Streets, which bridges have been dismantled.

F. The City is agreeable to release and terminate the Public Pedestrian Easements to facilitate the redevelopment of the adjoining property under the ownership or control of Cincinnati Center City Development Corporation.

G. The City's release and termination of the Public Pedestrian Easements was authorized by Ordinance No.\_\_\_\_ passed by Cincinnati City Council on\_\_\_\_\_.

NOW THEREFORE, for valuable consideration received, the City hereby releases and forever quitclaims any and all right and interest in the Public Pedestrian Easements and confirms that the same have been terminated and are null and void.

Executed on the date of acknowledgment indicated below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething,  
Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager 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: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Recommended by:

\_\_\_\_\_  
Markiea L. Carter, Interim Director  
Department of Community Development



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

Exhibits:

Exhibit A – *Legal Description—Public Pedestrian Easement No. 1*

Exhibit B – *Legal Description—525 Vine Property*

**Exhibit A**

to Release of Easement

*Legal Description – Public Pedestrian Easement No. 1*

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**Exhibit B**  
to Release of Easement  
*Legal Description—525 Vine Property*

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 67, 68, 113, 114 and 115, and part of Lot 112 of James Ferguson's Subdivision of Lots in Cincinnati, as recorded in Deed Book V2, Page 412 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at the northwest corner of Vine Street and Opera Place,

thence North 16°-00' West, along the west line of Vine Street, a distance of 83.45 feet to the south line of Thorp Alley;

thence South 74°-09' West, along the south line of Thorp Alley, a distance of 224.12 feet;

thence South 16°-05' East, a distance of 83.25 feet to the north line of Opera Place;

thence North 74°-12' East, along the north line of Opera Place, a distance of 224.00 feet to the place of beginning.

CONTAINING 18,675 square feet.

SUBJECT to easements and restrictions of record.

October 21, 2020

To: Mayor and Members of City Council 202001998  
From: Paula Boggs Muething, City Manager  
Subject: **TAX INCREMENT FINANCING (TIF) EXEMPTION FOR CAST-FAB REDEVELOPMENT**

---

Attached is an Emergency Ordinance captioned as follows:

**DECLARING**, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

### **BACKGROUND/CURRENT CONDITIONS**

The property is a former industrial site in the Oakley neighborhood of Cincinnati. The site, once the home of Cast-Fab Technologies, is approximately 28 acres. Local Oakley, LLC, owned by partners Bill Davin and Jared Davis, are serving as the site's master developer. To date, the Developer has demolished the former manufacturing facility, performed environmental remediation, and begun subdividing the site to market to vertical development partners. The Developer and DCED now anticipate a need for public financing to fund public infrastructure required by the development.

### **DEVELOPER INFORMATION**

Local Oakley, LLC is owned by Bill Davin and Jared Davis. Mr. Davis is the founder of CNG Financial Corp., the parent company of Axxess Financial. The developer purchased the property in late 2018 and is working with Blue Ash developer Hills Properties on the project's multi-family residential phase. Hills has been successfully developing and managing multi-family residential communities in the southwest Ohio region since 1958.

### **PROJECT DESCRIPTION**

Local Oakley, LLC, serving as the site's master developer, will partner with other developers, including Hills Properties and NorthPoint Development, to redevelop the



28-acre former Cast-Fab Technologies site to include a 139,000 square foot self-storage facility, a 316 multifamily apartment complex, as well as other anticipated mixed-use commercial development phases. The project necessitates the construction of various public infrastructure improvements, including right-of-way, public parking and utility improvements.

### **PROPOSED INCENTIVE**

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.40(B) for a period of 30 years. The project TIF is necessary to aid in the construction of various public infrastructure improvements, including right-of-way, public parking and utility improvements.

Establishment of the TIF exemption by City Council does not commit any increment to the project. The final details of the project and the City's intended financial or incentive contribution will be formalized in a forthcoming Development Agreement, which will be subject to future consideration by City Council. Until that time, no City resources will be committed to the project and City Administration retains full discretion on the structuring of any forthcoming project incentive.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. The emergency clause is necessary to establish the TIF exemption prior to the start of construction of improvements which are anticipated to begin on the site in November.

Attachment: A. Property location and photographs

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

EMERGENCY

City of Cincinnati

SSB

AWB

An Ordinance No. \_\_\_\_\_

- 2020

**DECLARING**, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

WHEREAS, Local Oakley, LLC (“Developer”) is redeveloping real property in Cincinnati located at the former Cast-Fab site west of Disney Street, as more particularly depicted and described in Attachment A, attached hereto (the “Property”), all or most of which Developer currently owns and/or controls, which redevelopment Developer currently anticipates will include multiple phases of mixed-use commercial development (the “Project”); and

WHEREAS, the Project necessitates the construction of various public infrastructure improvements, including, without limitation, public parking, utility, and right-of-way improvements; and

WHEREAS, Section 5709.40, *et seq.* of the Ohio Revised Code (“ORC”) provide that City Council may (i) declare any Improvement (as defined in Section 5709.40 of the Ohio Revised Code) to one or more parcels of real property located in the City to be a public purpose, thereby exempting that Improvement from real property taxation for a period of time, (ii) designate public infrastructure improvements that directly benefit the parcels for which such Improvement is declared to be a public purpose, (iii) require the payment of service payments in lieu of taxes by the owner or owners of such parcel or parcels, and (iv) provide for the distribution of the applicable portion of those service payments to the overlapping city, local, or exempted village school district; and

WHEREAS, City Council wishes to use the authority granted pursuant to such ORC Sections in connection with certain improvements in the City, in order to encourage development of the Property; and

WHEREAS, ORC Section 5709.40(A)(4) and (8) define certain terms as follows:

“Improvement” means the increase in the assessed value of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under this section were it not for the exemption granted by that ordinance;

“Public infrastructure improvement” includes, but is not limited to, public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition,

including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of: gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and the enhancement of public waterways through improvements that allow for greater public access; and

WHEREAS, the Board of Education of the Cincinnati City School District of the City of Cincinnati (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the “Board of Education Agreement”), has approved tax exemptions of up to 100% for periods not to exceed 30 years and has waived the statutory notification requirements for such exemptions; and

WHEREAS, the City has determined that it is necessary and appropriate, and in the best interest of the City, to provide for (i) exemption of Improvement to the Property from real property taxation under ORC Section 5709.40, *et seq.*, and (ii) the payment of semiannual service payments in lieu of taxes with respect to the Property; and

WHEREAS, ORC Section 5709.43 requires that the city council of a city that receives service payments in lieu of taxes under ORC Section 5709.40, *et seq.*, establish a municipal public improvement tax increment equivalent fund into which shall be deposited such service payments in lieu of taxes; now, therefore,

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

Section 1. That pursuant to Section 5709.40(B) of the Ohio Revised Code (“ORC”), this Council hereby creates the “Local Oakley TIF,” the boundaries of which shall be coextensive with the boundaries of the parcels and shall include the parcels as specifically identified and/or described in Attachment A to this ordinance (the “Property”), which Property is located in the incorporated area of the City.

Section 2. That this Council hereby finds and determines that (i) additional public infrastructure including construction and maintenance of street improvements, water improvements, sewer improvements, parking facilities, and/or related improvements, is necessary as a result of and for the further development of the Property for creating jobs, increasing property values, providing adequate public services, and to preserve the health, safety,

and welfare of the current citizens of Cincinnati; (ii) the project(s) being, or to be, undertaken that place additional demand on the public infrastructure improvements designated in this ordinance include the mixed-use commercial development being undertaken by Local Oakley, LLC (including any affiliates thereof, “Developer”); and (iii) the proposed use of the Property includes commercial uses.

Section 3. That pursuant to and in accordance with the provisions of ORC Section 5709.40(B), this Council hereby declares any Improvement (as defined in ORC Section 5709.40) to the Property to be a public purpose and exempt from taxation for the time and in the amount set forth in Section 4 hereof and declares that the Improvement made to the Property will place direct additional demand on the public infrastructure improvements described in Section 2 hereof when such public infrastructure improvements are completed; therefore, such public infrastructure improvements will directly benefit the Property.

Section 4. That this Council finds and determines that 100% of the Improvement subsequent to the effective date of this ordinance is hereby declared to be a public purpose, and shall be exempt from real property taxes commencing on the first day of the tax year in which an Improvement first appears on the tax duplicate of real and public utility property and ending on the earlier to occur of (a) 30 years after such date or (b) the date on which the City can no longer require service payments to be paid with respect to the Improvements in accordance with ORC Section 5709.40, *et seq.*

Section 5. That this Council hereby designates the public infrastructure improvements identified in Attachment B to this ordinance as the “public infrastructure improvements” made (or to be made) that directly benefit the Property pursuant to ORC Section 5709.40(B).

Section 6. That this Council hereby expresses its intention to enter into such agreements as may be necessary or appropriate to construct such public infrastructure improvements (including, without limitation, (i) Service Agreement(s) between the City and Developer or its successor(s)-in-interest as to the Property (“Owner”), and (ii) a cooperative agreement among the City, Owner, and the Port of Greater Cincinnati Development Authority (the “Port”)), and further hereby requires the owners of the Property to make semiannual service payments in lieu of taxes to the County Treasurer on or before the final dates for payment of real property taxes. Such requirements, along with such other provisions as are deemed appropriate by this Council and as are agreed to by the owners of the Property, may be included in Service Agreements which may (but are not required to) be entered into between the City and the respective owners of the Property. To the extent necessary to secure such obligations, this Council hereby pledges such service payments to secure any obligations of the City or the Port issued to finance the public infrastructure improvements described in Sections 2 and 5 hereof. The payments in lieu of taxes provided for in ORC Section 5709.42 shall be paid to the County Treasurer, for payment by the County Treasurer to the City.

Section 7. That there has previously been established the City, Municipal Public Improvement Tax Increment Equivalent Fund (the “Fund”), into which Fund all service payments in lieu of taxes made by the owners of the affected parcels of land pursuant to this ordinance shall be deposited.

Section 8. That moneys deposited in the Fund shall be used only for the purposes set forth in ORC Section 5709.43, with respect to the public infrastructure improvements described in Attachment B to this ordinance, and for making compensation payments to the affected school districts as provided in ORC Section 5709.40, *et seq.*, and in the *Tax Incentive Agreement*

between the City and the Board of Education of the Cincinnati City School District of the City of Cincinnati effective as of April 28, 2020.

Section 9. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the actions contemplated herein, including, without limitation, filing any required applications for tax exemption with the Hamilton County Auditor and State Tax Commissioner.

Section 10. That, pursuant to ORC Section 5709.40(I), the Clerk is hereby directed to deliver a copy of this ordinance to the Director of the Department of Development Services of the State of Ohio within 15 days after its adoption, and, on or before March 31 of each year that the exemption set forth herein remains in effect, the Clerk or other authorized officer of this City shall prepare and submit to the Director of the Department of the Ohio Development Services Agency of the State of Ohio the status report required under ORC Section 5709.40(I).

Section 11. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including ORC Section 121.22.

Section 12. 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 to enable construction of the improvements described herein to commence at the

earliest possible time in order to advance development of the Property in a timely and financially efficient manner, for the economic welfare of the people of the City.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

ATTACHMENT A



EXHIBIT OF 28.1986 ACRES  
SECTION 28, TOWN 4, FR 2, COLUMBIA  
TOWNSHIP, MIAMI PURCHASE,  
CINCINNATI, HAMILTON COUNTY, OHIO

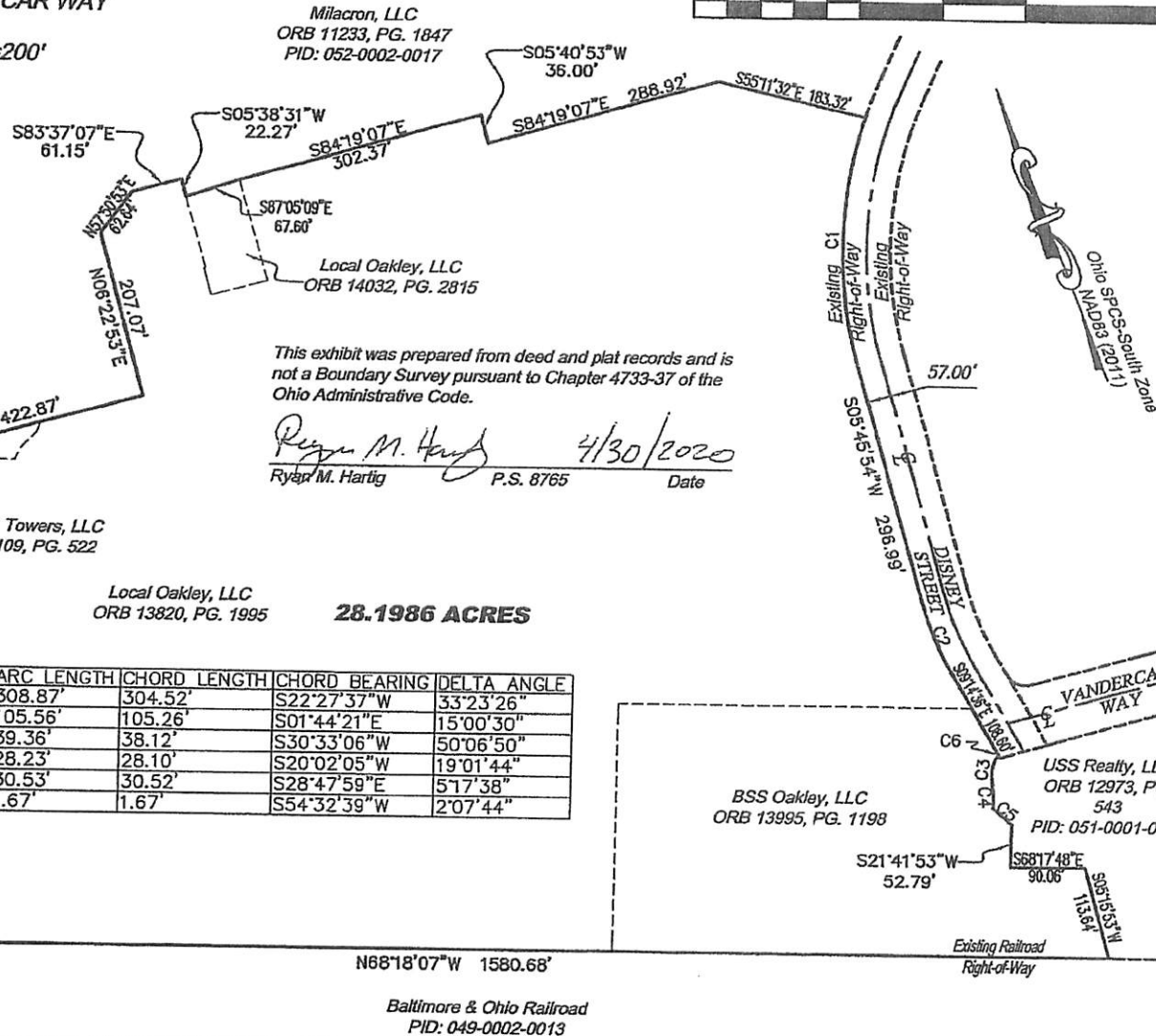
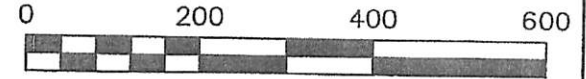


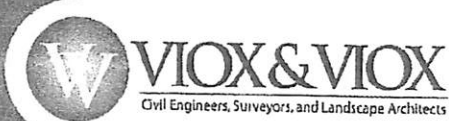
**VIOX & VIOX**

Civil Engineers, Surveyors, and Landscape Architects  
466 Erlanger Road • Erlanger, Kentucky 41018  
215B Main Street • Milford, Ohio 45150  
Ph Erlanger (859)727-3293 • Ph Milford (513)576-1000 • www.vioxinc.com

WEST SIDE OF DISNEY STREET  
WESTERLY TERMINUS OF VANDERCAR WAY

APRIL 30, 2020 SCALE: 1"=200'





466 Erlanger Road | 215B Main Street,  
Erlanger, Kentucky 41018 | Milford Ohio 45150

Tel: 859.727.3293 | Tel: 513.576.1000  
Fax: 859.727.8452

www.vioxinc.com



**DESCRIPTION OF 28.1986 ACRES**

Situated in Section 28, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio and being the property conveyed to Local Oakley LLC by deed recorded in Official Record Book 14032, page 2815 and Parcel I, Parcel II Tract I and Parcel II Tract II conveyed to Local Oakley LLC by deed recorded in Official Record Book 13820, page 1995 and the property conveyed to BSS Oakley, LLC by deed recorded in Official Record Book 13995, page 1198 in the office of the Hamilton County Recorder's Office in Cincinnati, Ohio and is more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a set iron pin is a 5/8 inch diameter rebar, thirty inches in length with a plastic cap stamped "HARTIG PS 8765". All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

BEGINNING, at an existing 5/8" iron pin (PS 8656) at the most easterly common corner of Local Oakley LLC (Official Record 13820, page 1995) and Milacron, LLC (Official Record 11233, page 1847), being in the westerly right-of-way line of Disney Street, 28.50 feet as measured perpendicular to the centerline;

THENCE, with said right-of-way line and with a curve to the left having a radius of 530.00 feet, an arc length of 308.87 feet and a chord bearing and distance of S22°27'37"W 304.52 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S05°45'54"W 296.99 feet to an existing 5/8" iron pin (PS 8656);

THENCE, with a curve to the left having a radius of 403.00 feet, an arc length of 105.56 feet and a chord bearing and distance of S01°44'21"E 105.26 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S09°13'26"E 108.60 feet to an existing cut notch at the common corner of Local Oakley LLC and USS Realty, LLC (Official Record 12973, page 543);

THENCE, with the common line of Local Oakley LLC, USS Realty, LLC and BSS Oakley, LLC (Official Record 13995, page 1198) and with a curve to the left having a radius of 45.00 feet, an arc length of 39.36 feet and a chord bearing and distance of S30°33'06"W 38.12 feet to an existing 5/8" iron pin (PS 8656);

THENCE, with the common line of USS Realty, LLC and BSS Oakley, LLC and with a curve to the right having a radius of 85.00 feet, an arc length of 28.23 feet and a chord bearing and distance of S20°02'05"W 28.10 feet to an existing 5/8" iron pin (PS 8656);



**VIOX & VIOX**  
Civil Engineers, Surveyors, and Landscape Architects

THENCE, with a curve to the left having a radius of 330.43 feet, an arc length of 30.53 feet and a chord bearing and distance of S28°47'59"E 30.52 feet to an existing 5/8" iron pin;

THENCE, S21°41'53"W 52.79 feet to an existing 5/8" iron pin;

THENCE, S68°17'48"E 90.06 feet to an existing 5/8" iron pin (PS 5804);

THENCE, S05°15'53"W 113.64 feet to an existing 3/4" iron bar in the northerly right-of-way line of the Baltimore & Ohio Railroad;

THENCE, with said right-of-way line N68°18'07"W 1580.68 feet to a point, an existing concrete monument bears S30°34'35"E 0.89 feet;

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THENCE, N68°18'07"W 62.35 feet to an existing chiseled notch in the easterly right-of-way line of Interstate 71;

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THENCE, S55°11'32"E 183.31 feet to the POINT OF BEGINNING CONTAINING 28.1986 ACRES and being subject to all right-of-ways and easements of record.

This description was prepared from new surveys made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., May 16, 2019 and July 16, 2019.

**ATTACHMENT B**  
to Ordinance

The public infrastructure improvements that directly benefit the Property include public street improvements and parking facilities, and may also include but are not limited to water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and the provision of and/or relocation of gas, electric, and communications service facilities.

EXHIBIT OF 28.1986 ACRES  
 SECTION 28, TOWN 4, FR 2, COLUMBIA  
 TOWNSHIP, MIAMI PURCHASE,  
 CINCINNATI, HAMILTON COUNTY, OHIO

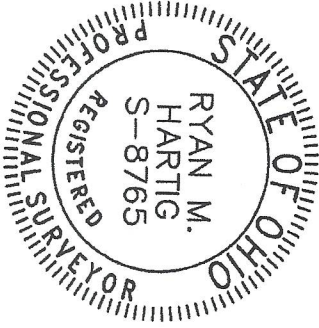


**VIOX & VIOX**  
 Civil Engineers, Surveyors, and Landscape Architects  
 4668 Erlanger Road • Erlanger, Kentucky 41018  
 215B Main Street • Milford, Ohio 45150  
 Ph: Erlanger (609) 272-3293 • Pm: Milford (937) 576-1000 • www.vioxinc.com

WEST SIDE OF DISNEY STREET  
 WESTERLY TERMINUS OF VANDERCAR WAY

APRIL 30, 2020 SCALE: 1"=200'

Milacron, LLC  
 ORB 11233, PG. 1847  
 PID: 052-0002-0017

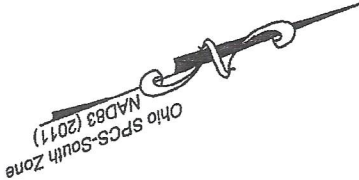
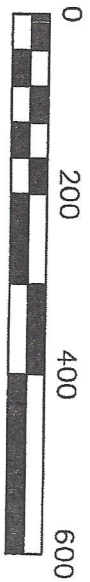
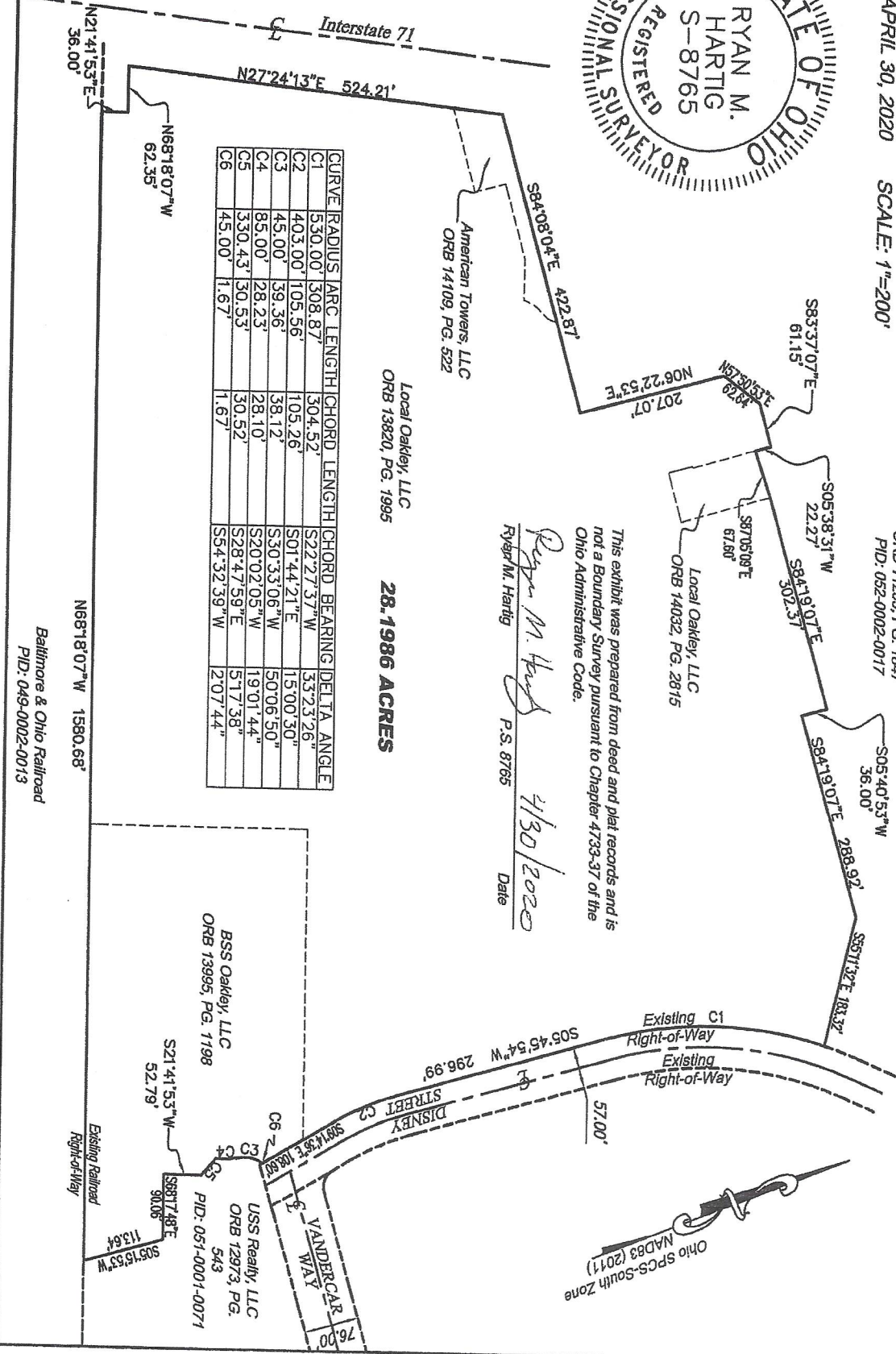


This exhibit was prepared from deed and plat records and is not a Boundary Survey pursuant to Chapter 4733-37 of the Ohio Administrative Code.

*Ryan M. Hartig*  
 Ryan M. Hartig P.S. 8765  
 Date 4/30/2020

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	530.00'	308.87'	304.52'	S22°27'37"W	33°23'26"
C2	403.00'	105.56'	105.26'	S01°44'21"E	15°00'30"
C3	45.00'	39.36'	38.12'	S30°33'06"W	50°06'50"
C4	85.00'	28.23'	28.10'	S20°02'05"W	19°01'44"
C5	330.43'	30.53'	30.52'	S28°47'59"E	51°7'38"
C6	45.00'	1.67'	1.67'	S54°32'39"W	2°07'44"

American Towers, LLC  
 ORB 14109, PG. 522  
 Local Oakley, LLC  
 ORB 13820, PG. 1995  
**28.1986 ACRES**



Baltimore & Ohio Railroad  
 PID: 049-0002-0013

N68°18'07"W 1580.68'

N21°41'53"E 36.00'

N27°24'13"E 524.21'

N68°18'07"W 62.35'

S21°41'53"W 52.79'

S58°17'48"E 90.06'

S05°15'53"W 113.64'

BSS Oakley, LLC  
 ORB 13995, PG. 1198

USS Realty, LLC  
 ORB 12973, PG. 543  
 PID: 051-0001-0071

American Towers, LLC  
 ORB 14109, PG. 522

Local Oakley, LLC  
 ORB 13820, PG. 1995

Local Oakley, LLC  
 ORB 14032, PG. 2815

Milacron, LLC  
 ORB 11233, PG. 1847  
 PID: 052-0002-0017



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466 Erlanger Road  
Erlanger, Kentucky 41018  
Millford Ohio 45150  
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Fax: 859.727.8452  
Toll: 513.576.1000

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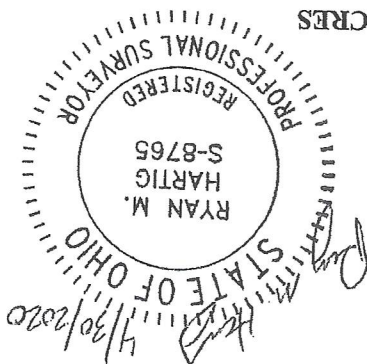
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to Ordinance

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October 21, 2020

To: Mayor and Members of City Council

202001999

From: Paula Boggs Muething, City Manager

Subject: **COMMUNITY REINVESTMENT AREA TAX EXEMPTION  
AGREEMENT FOR GRAPHITE OAKLEY, LLC**

---

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new building into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35.569.369.

### **BACKGROUND/CURRENT CONDITIONS**

Graphite Oakley, LLC has a purchase option for the property located at 2980 Disney Street in the Oakley neighborhood. The developer will be purchasing the property from Local Oakley, LLC, the master developer of the former industrial Cast Fab Technologies site. Graphite Oakley, LLC submitted a Financial Assistance application for this project, which was received and reviewed by DCED.

### **DEVELOPER INFORMATION**

Graphite Oakley, LLC is a subsidiary of Hills Developers, Inc. Hills is a family owned and operated company that is headquartered in Blue Ash. They have been successfully developing and managing multi-family residential communities since 1958. Their philosophy is to build a quality product that they would own for the long-term.

**PROJECT DESCRIPTION**

The Graphite Oakley project consists of five new apartment buildings located at the former Cast-Fab site in Oakley. Upon completion, there will be 316 residential units and 564 parking spaces.

The estimated construction cost is \$35,569,369, with 4 permanent jobs created at a total annual payroll of \$200,000 and 40 temporary construction jobs at an annual payroll of \$2,500,000. This project is aligned with the Compete and Live initiatives of Plan Cincinnati.

**PROPOSED INCENTIVE**

DCED is recommending a 12-year, 100% (net 52%) CRA tax exemption. The emergency clause is needed so construction can commence within the month of November.

Pursuant to the Commercial CRA policy established by City Council, this project scored 11 points as indicated below which would merit a 12-year net 52% CRA Tax Abatement:

“But For” Analysis (0-3 points) *	1
LEED (0-6 points)	2
Neighborhood VTICA (1 point for contributions over 1% but less than 15% and 8 points for contributions of 15% or more)	8
<b>TOTAL</b>	<b>11</b>

\* *“But For” Analysis Explanation:* 1 point was awarded because the project is being built on a former brownfield that requires substantial environmental clean-up.

<b>SUMMARY</b>		
<b>Forgone Public Benefit if Project Does not Proceed</b>		
CPS PILOT (Forgone New Revenue)		(\$2,208,904)
VTICA (Forgone New Revenue)		(\$1,004,047)
Income Tax (Forgone New Revenue)		(\$181,650)
<b>Total Public Benefit Lost</b>		<b>(\$3,394,601)</b>
<b>Incentive Value</b>		
Annual Net Incentive to Developer		\$290,058
<b>Total Term Incentive to Developer</b>		<b>\$3,480,697</b>
<b>City's Portion of Property Taxes Forgone</b>		<b>\$863,890</b>
<b>Public Benefit</b>		
CPS PILOT		
Annual CPS Pilot		\$184,075
Total Term CPS PILOT		<b>\$2,208,904</b>
VTICA		
Annual VTICA		\$83,671
Total Term VTICA		<b>\$1,004,047</b>
Income Tax (Max)		<b>\$181,650</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>		<b>\$3,394,601</b>
Total Public Benefit ROI*		\$0.98
City's ROI*		\$3.93
*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone		

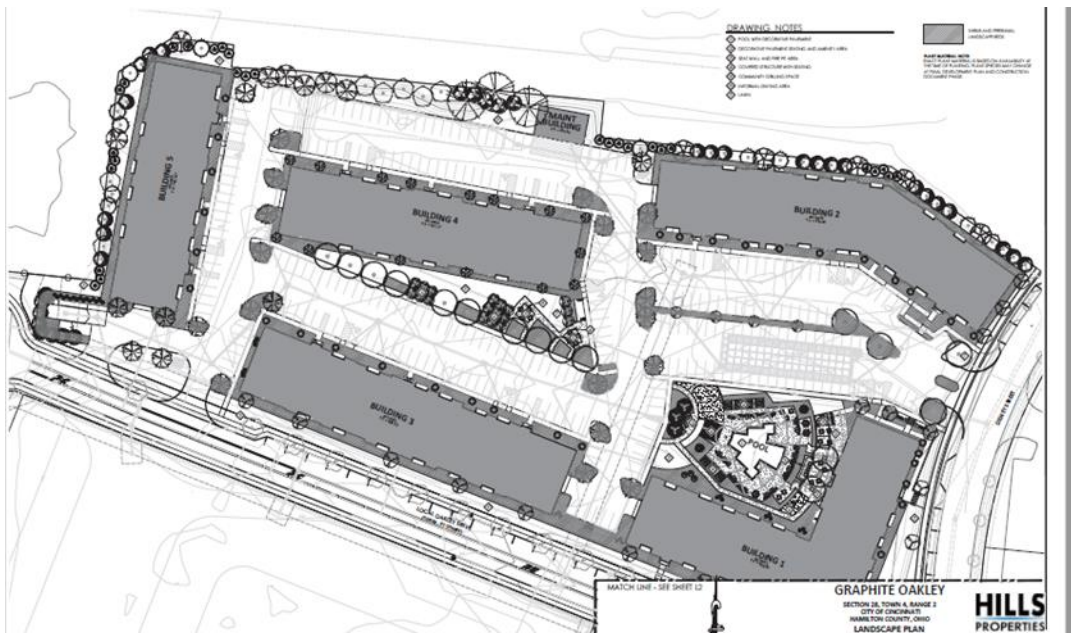
**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

# Attachment A: Location and Photographs



EMERGENCY

City of Cincinnati

TJL

BWB

An Ordinance No. \_\_\_\_\_ - 2020

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35,569,369.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati by Ordinance No. 274-2017 passed on September 27, 2017, designated the area within the corporate boundaries of the City of Cincinnati as a “Community Reinvestment Area” pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “Statute”); and

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018 (as amended, the “Commercial Policy Ordinance”), sets forth certain additional policies, conditions, and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; and

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design (“LEED”) standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, “LBC” standards), all pursuant to the Statute; and

WHEREAS, effective October 23, 2017, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute; and

WHEREAS, Graphite Oakley, LLC (the “Company”) desires to construct five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments on real property at 2980 Disney Street located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)*, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

WHEREAS, the property is located within the Cincinnati City School District of the City of Cincinnati; and

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, pursuant to the Board of Education Agreement, the Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the exempt real property taxes; and

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company’s operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per Ohio Revised Code Section 3735.673; now, therefore,

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Graphite Oakley, LLC (the “Agreement”), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 2980 Disney Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$35,569,369.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District of the City of Cincinnati, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) to take all necessary and proper actions to fulfill the City’s obligations under the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need to allow the construction described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk



**Attachment A to Ordinance**

**Community Reinvestment Area Tax Exemption Agreement**  
**(LEED or Living Building Challenge)**

**SEE ATTACHED**

Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and GRAPHITE OAKLEY, LLC, an Ohio limited liability company (the "Company"), an affiliate of Hills Developers, Inc.

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 2980 Disney Street, Cincinnati, Ohio 45209 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the construction of five new buildings located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption

the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Oakley neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Oakley neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator")

to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Oakley neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

Q. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_, 2020.

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

**Section 1. Project.** Upon issuance of the necessary zoning and building approvals, the Company agrees to construct five new buildings on the Property into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments (the "Improvements") at an estimated aggregate cost of \$35,569,369 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

**Section 2. Real Property Tax Exemption.** Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 years, provided that

the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the twelfth (12<sup>th</sup>) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a

knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

**Section 8. City Cooperation.** As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

**Section 9. Continuation of Exemptions.** As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

**Section 10. City Not Liable.** The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

**Section 11. Small Business Enterprise Program.<sup>1</sup>**

**A. Compliance with Small Business Enterprise Program.** The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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<sup>1</sup> Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 4 full-time equivalent permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$200,000 of additional annual payroll with respect to the full-time equivalent permanent jobs and (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the

certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

**Section 17. Annual Review and Report.** As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

**Section 18. Revocation.**

**A. Generally.** Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

**B. Prior Statutory Violations.** The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.



Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati  
Attention: Director of the Department of Community and Economic Development  
Centennial Plaza Two, Suite 700  
805 Central Avenue  
Cincinnati, Ohio 45202

To the Company:

Graphite Oakley, LLC  
Attention: Louis Guttman  
4901 Hunt Road, Suite 300  
Cincinnati, Ohio 45242

With a copy to:

Graphite Oakley, LLC  
Attention: Harry Schneider, Esq.  
4901 Hunt Road, Suite 300  
Cincinnati, OH 45242

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "Wage Enforcement Chapter"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the

city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement 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.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

GRAPHITE OAKLEY, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

By \_\_\_\_\_  
Louis Guttman, President

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

**Exhibit A to CRA Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

**Street Address: 2980 Disney Street, Cincinnati, OH 45209**

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- 2) On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio;

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;
- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street;

Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:

- 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;
- 2) South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

**Exhibit B to CRA Agreement**

**APPLICATION FOR TAX EXEMPTION**

**TO BE ATTACHED TO EXECUTION VERSION**

Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and GRAPHITE OAKLEY, LLC, an Ohio limited liability company (the "Company"), an affiliate of Hills Developers, Inc.

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 2980 Disney Street, Cincinnati, Ohio 45209 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the construction of five new buildings located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption



the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Oakley neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Oakley neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator")

to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Oakley neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

- Q. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2020, passed by Cincinnati City Council on \_\_\_\_\_, 2020.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct five new buildings on the Property into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments (the "Improvements") at an estimated aggregate cost of \$35,569,369 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 years, provided that

the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the twelfth (12<sup>th</sup>) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a

knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.<sup>1</sup>

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

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<sup>1</sup> Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 4 full-time equivalent permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$200,000 of additional annual payroll with respect to the full-time equivalent permanent jobs and (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the

certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati  
Attention: Director of the Department of Community and Economic Development  
Centennial Plaza Two, Suite 700  
805 Central Avenue  
Cincinnati, Ohio 45202

To the Company:

Graphite Oakley, LLC  
Attention: Louis Guttman  
4901 Hunt Road, Suite 300  
Cincinnati, Ohio 45242

With a copy to:

Graphite Oakley, LLC  
Attention: Harry Schneider, Esq.  
4901 Hunt Road, Suite 300  
Cincinnati, OH 45242

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.



Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "Wage Enforcement Chapter"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the

city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement 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.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

GRAPHITE OAKLEY, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

By \_\_\_\_\_  
Louis Guttman, President

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

## Exhibit A to CRA Agreement

### LEGAL DESCRIPTION OF PROPERTY

**Street Address: 2980 Disney Street, Cincinnati, OH 45209**

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- 2) On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio;

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;
- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street;

Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:

- 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;
- 2) South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

**Exhibit B to CRA Agreement**

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION

October 21, 2020

**To:** Mayor and Members of City Council 202002000  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – Oregon Community Health Information Network (OCHIN) COVID-19 Telehealth Funding Program**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network (OCHIN) COVID-19 Telehealth Funding Program. The purpose of the funding is to support telehealth innovation for underserved communities. The OCHIN subsidy program will provide telehealth equipment to patients at Cincinnati Health Department (CHD) primary health centers and allow CHD providers to deliver telehealth services to patients at their homes or mobile locations.

No additional FTE are associated with this grant, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance is in accordance with the Sustain goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## EMERGENCY

**ZDS**

**- 2020**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

WHEREAS, the Oregon Community Health Information Network (OCHIN) grant program will provide telehealth equipment to patients at Cincinnati Health Department (CHD) primary health centers and allow CHD providers to deliver telehealth services to patients at their homes or mobile locations; and

WHEREAS, the Cincinnati Health Department applied for the grant on August 11, 2020, however, the funding will not be accepted without Council approval; and

WHEREAS, there is no local match required and no new FTEs are associated with this grant; and

WHEREAS, preventing and controlling COVID-19 cases is in accordance with the “Sustain” goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

Section 2. That if the grant is awarded, the Director of Finance is hereby authorized to receive and deposit the funds into Public Health Research Fund 350.

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

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 to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk





202002053

**Greg Landsman**  
*Councilmember*

October 21, 2020

## **MOTION: LEGAL AND OTHER SUPPORTS TO ASSIST LOW-INCOME RESIDENTS**

Cincinnatians continue to face extreme financial uncertainty. A staggering number of children and families are having to face legal issues, such as eviction, without the necessary funds for desperately needed legal services.

We are in a position to do more, and we should.

For example, the City has invested significantly in a first-ever Eviction Prevention Fund, which provides emergency rental assistance to children and families throughout Cincinnati. ProjectLift and CARES Act funding has also enabled many of our partners to provide emergency rental assistance. However, a critical component of meeting this need is that these tenants have legal services to offer a defense in an eviction suit and to work out settlements with landlords utilizing the eviction prevention dollars. Eviction defense is just one of the many legal needs that have increased because of the pandemic, all while our low-income families are facing increased financial challenges.

As such, **WE MOVE** that the Administration invest \$389,000 in remaining CARES ACT resources in an effort to provide increased access to legal services for low-income residents, including eviction prevention services.

This investment will allow us to ensure millions of dollars in eviction prevention funding gets to tenants as efficiently and effectively as possible, that more tenants that need legal support can access that support in order to keep children and families in their homes, and that low-income families will have the legal services they need to face these unprecedented times.

---

Councilmember Greg Landsman

EMERGENCY

City of Cincinnati

LES *AWB*

An Ordinance No. \_\_\_\_\_ - 2020

**AUTHORIZING** the reallocation of \$11,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 which was formerly designated for increased Census outreach efforts to be redesignated for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020; and further **AUTHORIZING** the designation of \$1,500 from the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

WHEREAS, City Council is collaborating with Cincinnati Metro and various stakeholders to propose and implement a fare-free day for Cincinnati Metro on Election Day 2020; and

WHEREAS, Cincinnati Metro estimates that a fare-free day would require forfeiting approximately \$30,000 in fares; and

WHEREAS, the identified funding of \$11,000 in the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 and \$1,500 in the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 will be used to support the fare-free day with the remainder of the funding coming from other external sources; now therefore,

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

Section 1. That the sum of \$11,000 shall be reallocated within the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 from Census outreach funding to provide partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

Section 2. That the sum of \$1,500 currently appropriated in the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 is hereby designated for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 2 hereof.

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 to provide funding to support a “Fare Free Day” for Cincinnati Metro on Election Day 2020.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

202022057

**Date:** October 22, 2020

**To:** Councilmember P.G. Sittenfeld  
**From:** Andrew W. Garth, Interim City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Cincinnati Metro Fare Free Day Election Day 2020**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the reallocation of \$11,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 which was formerly designated for increased Census outreach efforts to be redesignated for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020; and further **AUTHORIZING** the designation of \$1,500 from the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

AWG/LES/(lnk)  
Attachment  
324927

October 26, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance authorizing the expenditure of funds for food, non-alcoholic beverages, and employee awards**

---

Transmitted herewith is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the expenditure of funds for the provision of inexpensive food and non-alcoholic beverages to required attendees of City board and commission meetings, for the purpose of facilitating the efficient conduct of City business at such meetings; **AUTHORIZING** the expenditure of funds for inexpensive food and non-alcoholic beverages for attendees of outreach and engagement meetings and events, for the purpose of encouraging the greatest possible attendance at such meetings and events; **AUTHORIZING** the expenditure of funds for the provision of inexpensive awards, food, and non-alcoholic beverages for employee recognition events, for the purpose of supporting employee morale and facilitating employee advancement; **AUTHORIZING** the City Manager to establish rules and regulations specifying the circumstances in which the City may expend funds for such purposes, as well as controls to ensure the appropriate expenditure of such funds; and further **DECLARING** that such expenditures serve a public purpose.

This emergency ordinance declares the expenditure of funds for inexpensive food, non-alcoholic beverages, and employee awards in certain circumstances as a public purpose and authorizes the expenditure of funds in accordance with rules and regulations established by the City Manager. The purchase of inexpensive food and non-alcoholic beverages is sometimes necessary to efficiently facilitate City business at board and commission meetings and to encourage maximum community engagement at community outreach and engagement meetings and events. In order to promote employee productivity and innovation, the expenditure of funds for employee recognition awards to recognize employee achievements is also necessary at times. This emergency ordinance is recommended for approval. An emergency ordinance is necessary to provide funding for expenditures for upcoming events.

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

EMERGENCY

City of Cincinnati

CMZ

AWB

An Ordinance No. \_\_\_\_\_

- 2020

**AUTHORIZING** the expenditure of funds for the provision of inexpensive food and non-alcoholic beverages to required attendees of City board and commission meetings, for the purpose of facilitating the efficient conduct of City business at such meetings; **AUTHORIZING** the expenditure of funds for inexpensive food and non-alcoholic beverages for attendees of outreach and engagement meetings and events, for the purpose of encouraging the greatest possible attendance at such meetings and events; **AUTHORIZING** the expenditure of funds for the provision of inexpensive awards, food, and non-alcoholic beverages for employee recognition events, for the purpose of supporting employee morale and facilitating employee advancement; **AUTHORIZING** the City Manager to establish rules and regulations specifying the circumstances in which the City may expend funds for such purposes, as well as controls to ensure the appropriate expenditure of such funds; and further **DECLARING** that such expenditures serve a public purpose.

WHEREAS, the City's boards and commissions often must hold meetings at times that extend beyond the regular workday because their members include private citizens who cannot meet during the regular business hours; and

WHEREAS, such meetings frequently span lunchtime or begin promptly after regular business hours and can extend into the evening, making it impracticable and sometimes impossible for required attendees to obtain meals on their own; and

WHEREAS, not providing meals may cause required attendees to be late, miss, or be unable to effectively participate in meetings, with such delays or absences preventing the efficient conduct of City business; and

WHEREAS, in such circumstances it is appropriate for the City boards and commissions to provide inexpensive food and non-alcoholic beverages to required attendees, to facilitate the efficient conduct of City business; and

WHEREAS, City departments and offices conduct community outreach meetings and events throughout the year, including meetings and events to facilitate and gather community input on decisions affecting communities, to introduce and roll out new services and initiatives, to engage and consult specific groups, to raise awareness regarding important issues, and to facilitate awareness of and access to services the City provides; and

WHEREAS, such meetings and events are most successful when they draw as many community members as possible; and

WHEREAS, such meetings and events often occur at times when members of the community, who may otherwise wish to attend, may not be able to do so because of the need to obtain meals for themselves and for their families; and

WHEREAS, in such circumstances it is appropriate for the City departments and offices to make inexpensive food and non-alcoholic beverages available to attendees in order to minimize barriers to attendance and facilitate the greatest possible attendance at such meetings and events, in order to maximize community engagement; and

WHEREAS, recognizing City employees' achievements, including outstanding accomplishments and length of service, supports employee productivity and innovation, which benefits the public; and

WHEREAS, it is appropriate for the City departments and offices to provide inexpensive awards or gifts to City employees recognizing such employees' achievements to promote employee productivity and innovation; now, therefore,

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

Section 1. That the expenditure of funds for the provision of inexpensive food and non-alcoholic beverages to required attendees of City board and commission meetings is hereby authorized, for the purpose of facilitating the efficient conduct of City business at such meetings.

Section 2. That the expenditure of funds for inexpensive food and non-alcoholic beverages for attendees of community outreach meetings and events is hereby authorized, for the purpose of encouraging the greatest possible attendance by community members at such meetings and events to maximize community engagement.

Section 3. That the expenditure of funds for inexpensive awards or gifts to City employees recognizing such employees' achievements is hereby authorized, for the purpose of promoting employee productivity and innovation.

Section 4. That the City Manager is hereby authorized to establish rules and regulations specifying the circumstances in which funds may be expended pursuant to the authorizations in Sections 1 through 3 herein, as well as controls to ensure the appropriate expenditure of such funds.

Section 5. That the expenditure of funds for the purposes described in Sections 1 through 3 herein serves a public purpose.

Section 6. That the proper City officials are authorized to do all things necessary and proper to comply with the provisions of Sections 1 through 4 herein.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to permit expenditure of funds for the purposes identified herein for meetings and events that will occur in the next thirty days.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk



## MOTION

October 7, 2020

We MOVE that the Equity, Inclusion, Youth & the Arts Committee be moved to 3PM on Tuesday's in the A week beginning on Tuesday, November 10, 2020.



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**Date:** October 16, 2020

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, Interim City Solicitor *AWG*  
**Subject:** **Resolution – GCWW Pandemic Relief**

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Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** the support of the Mayor and Cincinnati City Council for the City Administration to proceed without delay to establish a program to provide financial relief to qualified low-income residential customers experiencing COVID-19-related economic hardship by forgiving delinquent water service and City of Cincinnati stormwater charges accumulated during the COVID-19 crisis between March 1 to September 30, 2020.

AWG/AEY/(Ink)  
Attachment  
324681

**RESOLUTION NO. \_\_\_\_\_ - 2020**

**EXPRESSING** the support of the Mayor and Cincinnati City Council for the City Administration to proceed without delay to establish a program to provide financial relief to qualified low-income residential customers experiencing COVID-19-related economic hardship by forgiving delinquent water service and City of Cincinnati stormwater charges accumulated during the COVID-19 crisis between March 1 to September 30, 2020.

WHEREAS, water service plays a critical role in promoting handwashing, cleaning of surfaces, improved hygiene, and disease prevention, which is especially important for slowing the spread of COVID-19 during the current pandemic; and

WHEREAS, the City, through its Greater Cincinnati Water Works (“GCWW”), provides retail water service to approximately 213,000 residential accounts, estimated at around 1.1 million people in Southwest Ohio, including most of the population of Hamilton County; and

WHEREAS, an increasing number of residential utility customers are experiencing loss of income and unemployment due to health measures ordered to slow the spread of COVID-19, including Governor Mike DeWine’s March 9, 2020 emergency declaration, the Ohio Department of Health’s March 22, 2020 stay-at-home order, and other public health considerations during the pandemic that directly affect personal circumstances and commerce; and

WHEREAS, due to COVID-19 pandemic-related economic hardship, many residential utility customers have accumulated delinquent utility charges that would ordinarily place them at risk for water service shutoff; and

WHEREAS, almost 40,000 residential utility accounts have accrued delinquencies from March 1 to September 30, 2020 alone; and

WHEREAS, the pandemic has led to a sharp increase in past-due utility bills in comparison to last year, including an increase in delinquencies for water and stormwater service from \$4.8 million (2019) to \$8.1 million (2020) and, for sanitary sewer, from \$5.3 million (2019) to \$9.1 million (2020); and

WHEREAS, the Mayor and City Council have recognized the critical need to assist low-income residential customers experiencing COVID-19-related financial hardships to maintain water service during the COVID-19 pandemic; and

WHEREAS, the City Administration is formulating a program to forgive past-due water service and City of Cincinnati stormwater portions of the utility bills accrued from the beginning of the pandemic in March 2020 to the end of September 2020, in order to provide eligible low-

income customers time to bring their past due sanitary sewer and other charges current and prevent water service shutoff; now therefore,

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

Section 1. That the Mayor and City Council express support for the City Administration's intention to forgive past-due water service and City stormwater portions of the utility bills accrued between March 1, 2020 and September 30, 2020 for low-income customers, including property owners and tenants responsible for utility payments under the lease, who have experienced COVID-19 related economic hardship and who qualify under criteria established by the City Manager.

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

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

Date: October 21, 2020

202001887

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: EMERGENCY ORDINANCE – CONVEYANCE OF LAND FROM CITY TO ODOT FOR  
THE BRENT SPENCE BRIDGE

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Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Quitclaim Deed* in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati in connection with transportation improvement project HAM 75-00.22.

The City of Cincinnati owns property adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati as described in the attached *Quitclaim Deed*, which is under the management and control of the City's Department of Police ("CPD"). The Ohio Department of Transportation (ODOT) is undertaking a transportation improvement project that will result in the reconstruction of the Brent Spence Bridge and the widening of Interstate 75. They would like to acquire all of the City's right, title, and interest in and to the Property.

The City, upon confirmation by CPD, has determined that the property is not needed for a municipal purpose. The approximate fair market value of the Property is \$32,374, which ODOT has agreed to pay.

The City Planning Commission approved the sale of the Property to ODOT at its meeting on September 18, 2020.

The reason for the emergency is the immediate need to convey the Property to ODOT to void delaying the Project.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Quitclaim Deed  
Attachment II - Drawings

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

EMERGENCY  
**City of Cincinnati**

CHM

*AWB*

**An Ordinance No. \_\_\_\_\_ - 2020**

**AUTHORIZING** the City Manager to execute a *Quitclaim Deed* in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati in connection with transportation improvement project HAM 75 – 00.22.

WHEREAS, the City of Cincinnati owns property adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati, as more particularly described in the *Quitclaim Deed* attached to this ordinance as Attachment A (“Property”), which property is under the management and control of the City’s Department of Police (“CPD”); and

WHEREAS, the Ohio Department of Transportation (“ODOT”) is undertaking a transportation improvement project that will result in the reconstruction of the Brent Spence Bridge and the widening of Interstate 75 (“Project”), and it desires to acquire all of the City’s right, title, and interest in and to the Property in connection therewith (designated by ODOT as HAM 75 – 00.22 Project Parcel 44 WDV, as generally depicted on the ODOT right-of-way plans attached to this ordinance as Attachment B); and

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

WHEREAS, the City Manager, being the officer having the custody and control of the Property, upon confirmation by CPD, has determined that the Property is not needed for a municipal purpose, and that the conveyance to ODOT of all the City’s right, title, and interest in and to the Property will not be detrimental to the interests of the general public; and

WHEREAS, the City’s Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$32,374, which ODOT has agreed to pay; and

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

WHEREAS, the City has determined that the City’s disposition of the Property, without competitive bidding, is in the City’s best interests because ODOT desires to acquire the Property to facilitate a public transportation improvement project that will benefit the public; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City property, approved the sale of the Property to ODOT at its meeting on September 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 *Quitclaim Deed* in favor of the State of Ohio, Department of Transportation (“ODOT”), in substantially the form as Attachment A to this ordinance, pursuant to which the City of Cincinnati will convey to ODOT all its right, title, and interest in and to certain land in order to facilitate a public transportation improvement project (“Project”), which land consists of approximately 1.974 acres, located adjacent to Interstate 75 in the Queensgate neighborhood of Cincinnati (HAM 75 - 00.22 Project Parcel 44 WDV, referred to herein as the “Property”), and which land is generally depicted on the ODOT right-of-way plans attached as Attachment B to this ordinance.

Section 2. That the Property is not needed for a municipal purpose, and that the City’s conveyance to ODOT of all its right, title, and interest in and to the Property will not be detrimental to the interests of the general public.

Section 3. That the approximate fair market value of the Property, as determined by appraisal by the City’s Real Estate Services Division, is \$32,374, which ODOT has agreed to pay.

Section 4. That it is in the best interests of the City to convey to ODOT all its right, title, and interest in and to the Property without competitive bidding because the Property is needed for the Project and its conveyance will benefit public transportation.

Section 5. That all proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including executing all necessary deeds, plats, and other real estate documents.

Section 6. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to convey the Property to ODOT to avoid delaying the Project.

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_

John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk



ATTACHMENT A

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$32,374, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**").

ODOT Project Parcel(s): 44 WDV

ODOT Project: HAM 75-00.22

Being part of Hamilton County Current Tax Parcel Nos.: 136-0001-0238-00

Prior Instrument Reference: (i) Official Record Book 12831, Page 1445, Hamilton County, Ohio Recorder's Office

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on \_\_\_\_\_, 2020.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager 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

This instrument prepared by:

City of Cincinnati Law Department  
801 Plum Street, Suite 214  
Cincinnati, OH 45202

Exhibit A  
to Quitclaim Deed

Project: HAM 75-00.22  
Project Parcel: 44 WDV

EXHIBIT A

Page 1 of 3  
Rev. 05/09

RX 251 WDV

Ver. Date 5/07/2014

PID 89068

**PARCEL 44-WDV  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of CUTTER'S SUBDIVISION and part of N. LONGWORTH'S SUBDIVISION as recorded in Deed Book 94, Page 476, of said county's plat records, being part of a 1.947 acre parcel of land as conveyed to LINN STREET INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY by instrument as recorded in O.R. 10221 Page 2567 of the Official Records of said county, being shown as Parcel 5-3 on Survey Record 136-1-238, Hamilton County Engineer's Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of West Ninth Street (60') with the original west right of way line of Linn Street (50'), 172.89 feet left of the baseline of I-75 NB Station 62+31.11;

Thence with said south right of way North 85° 38' 16" West 222.06 feet to an Iron Pin set in the east line of said 1.947 acre parcel, being a point in the new west Right of Way line of I-75, 270.25 feet left of the baseline of I-75 NB Station 64+19.65, said Iron Pin being the TRUE POINT OF BEGINNING, said Iron Pin bearing South 34° 16' 07" West 635.89 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

**EXHIBIT A**

Page 2 of 3

RX 251 WDV

Rev. 05/09

**PARCEL 44 -WDV**

Thence with said new right of way line through said parcel for the following six courses:

1. North 85° 38' 16" West 5.21 feet to an Iron Pin set 272.66 feet left of the baseline of I-75 NB Station 64+23.87;
2. North 04° 25' 06" East 18.69 feet to an Iron Pin set 256.11 feet left of the baseline of I-75 NB Station 64+31.81;
3. North 33° 19' 09" East 42.71 feet to an Iron Pin set 213.41 feet left of the baseline of I-75 NB Station 64+31.00;
4. North 56° 16' 37" West 166.39 feet to an Iron Pin set 213.83 feet left of the baseline of I-75 NB Station 65+83.77;
5. North 53° 49' 48" West 90.62 feet to an Iron Pin set 215.10 feet left of the baseline of I-75 NB Station 66+65.28;
6. North 54° 05' 48" West 80.99 feet to a Mag nail set in the west line of said 1.947 acre parcel and the east line of a 7.365 acre parcel of land as conveyed to FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO by instrument as recorded in O.R. 9093 Page 2069, 220.05 feet left of the baseline of I-75 NB Station 67+36.97;

Thence along said lines North 02° 30' 18" East 3.63 feet to the northwest corner of said 1.947 acre parcel and the northeast corner of said 7.365 acre parcel, 217.20 feet left of the baseline of I-75 NB Station 67+38.95; a 5/8" Iron Pin found bears South 26° 07' 55" East 0.23 feet from said corner;

Thence with the north line of said 1.947 acre parcel along the arc of a curve to the left 274.99 feet, said arc having a radius of 3878.55 feet, a central angle of 04° 03' 44" and a chord bearing South 55° 52' 02" East 274.93 feet to a 5/8" Iron Pin found 204.23 feet left of the baseline of I-75 NB Station 64+90.94; an Iron Pin found bears South 4° 26' 39" East 0.24 feet from said point;

Thence continuing with said north line South 57° 53' 54" East 64.72 feet to a 5/8" Iron Pin found at the northeast corner of said parcel, 203.49 feet left of the baseline of I-75 NB Station 64+30.85;

**EXHIBIT A**

RX 251 WDV

**PARCEL 44 - WDV cont'd**

Thence with the east line of said parcel South 21° 42' 59" West 67.85 feet to the TRUE POINT OF BEGINNING, containing 0.0552 acres (2407 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

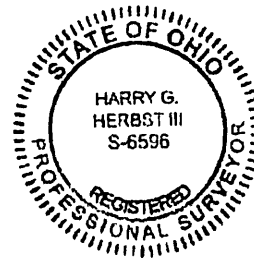
Iron Pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in O.R. 10221 Page 2567, Hamilton County Recorder's Office.

0.0552 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Number 13600010238, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by  
LJB Inc.



By: Harry G. Herbst III      5/7/14  
Harry G. Herbst III, Ohio PS #6596      Date

**ATTACHMENT B**

HAM-75-00.22  
 HAMILTON COUNTY  
 CINCINNATI TOWNSHIP  
 SEC. 24, TOWN 4, FR. 1  
 CITY OF CINCINNATI



VERTICAL  
 SCALE IN FEET  
 0 20 40

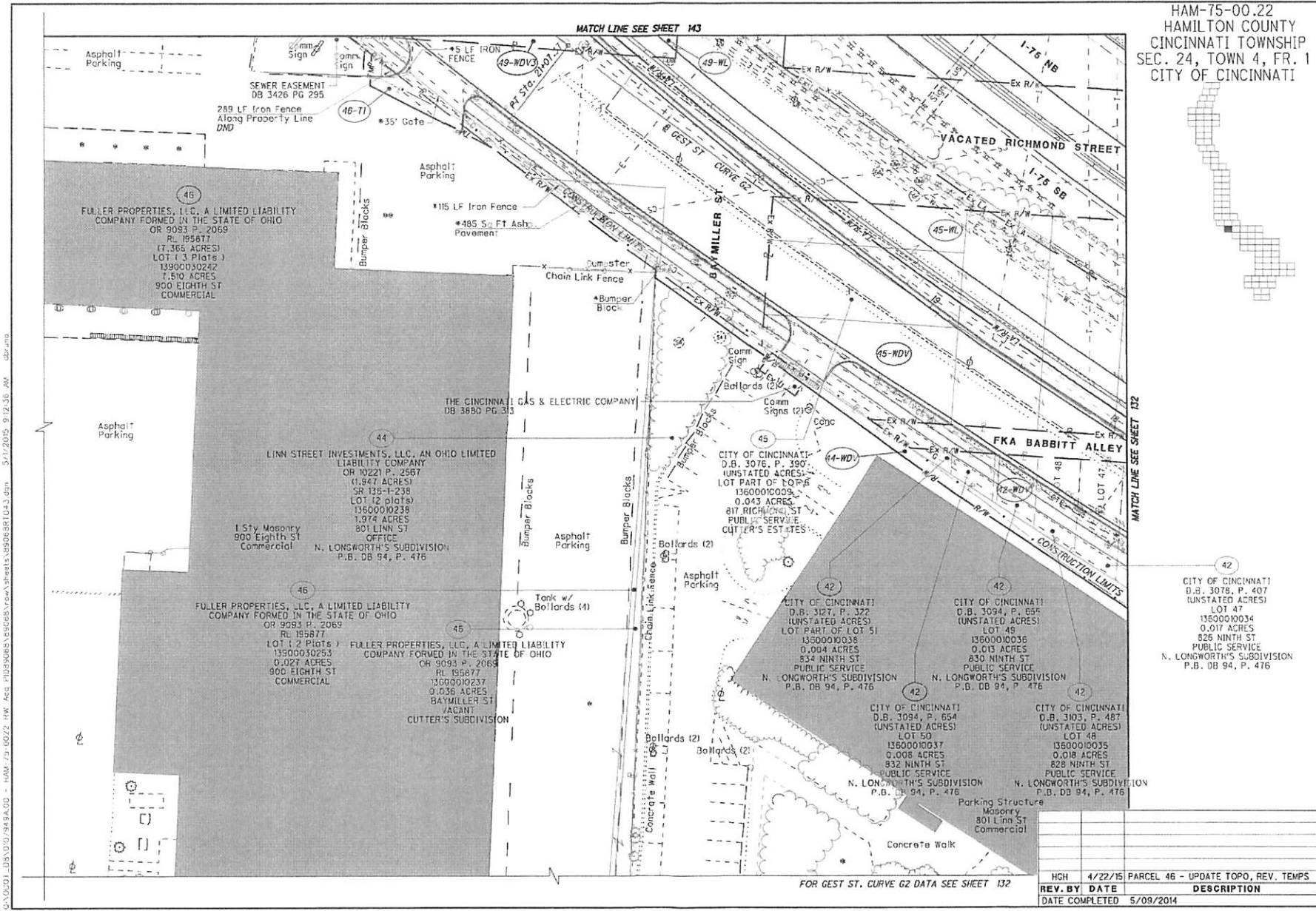
PID NO.  
**89068**

R/W RESOURCE  
 R/W R/W  
 R/W R/W  
 HCH

**RIGHT OF WAY TOPO SHEET**  
**I-75**

**HAM-75-00.22**

130  
 251



MATCH LINE SEE SHEET 143

MATCH LINE SEE SHEET 132

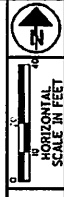
FOR GAST ST. CURVE G2 DATA SEE SHEET 132

HCH	4/22/15	PARCEL 46 - UPDATE TOPO, REV. TEMPS
REV. BY	DATE	DESCRIPTION
	5/09/2014	

C:\VDD1\JOB\101949A.DWG - HAM-75-0022.rw Acct: HDS\BOS\156085\Yves\Sheets\89068\891043.dwg 5/17/2015 9:12:36 AM abramo



HAM-75-00.22  
 HAMILTON COUNTY  
 CINCINNATI TOWNSHIP  
 SEC. 24, TOWN 4, FR. 1  
 CITY OF CINCINNATI



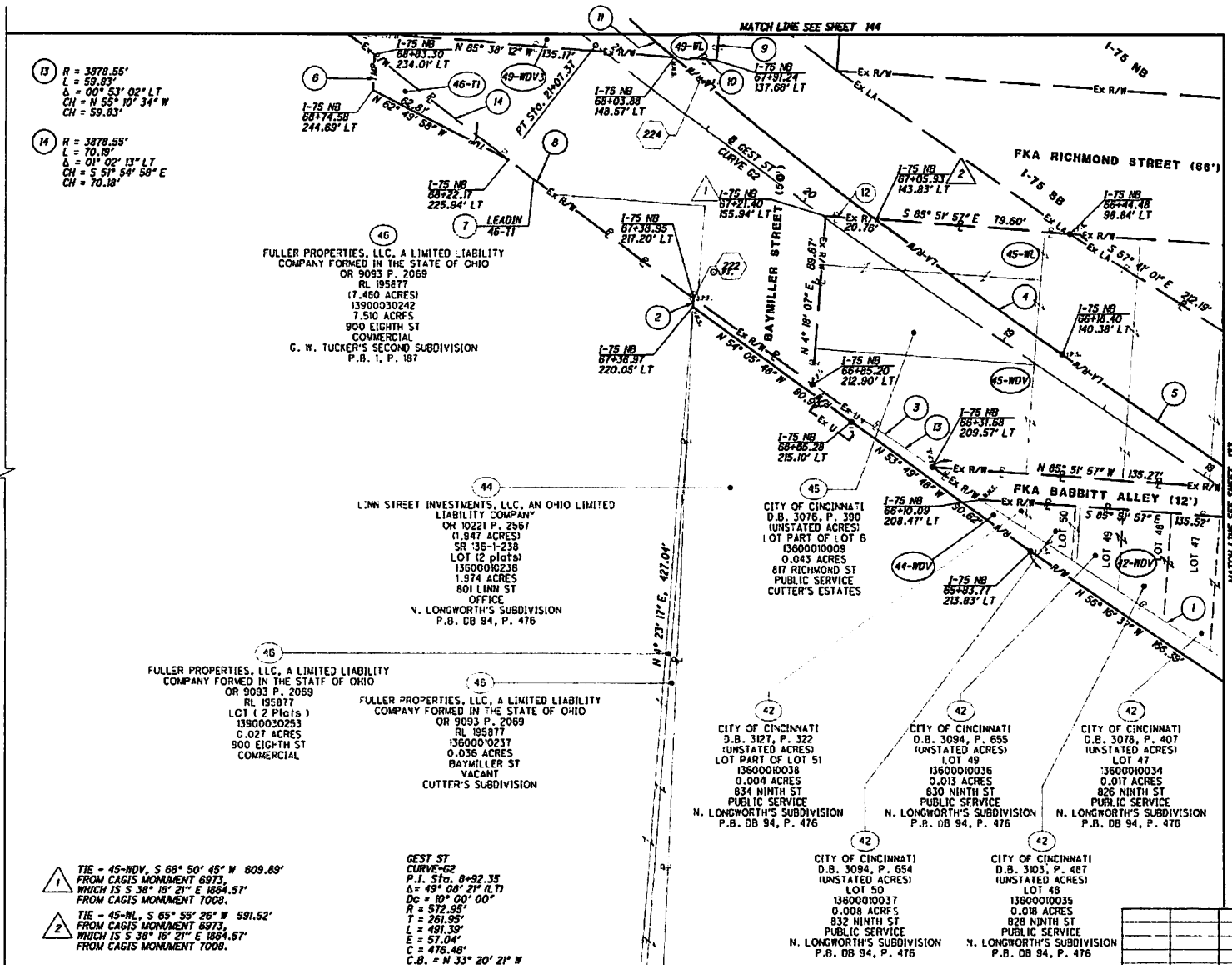
PID NO. 89068

DATE OF SURVEY 6/09/2014

RIGHT OF WAY BOUNDARY SHEET 1-75

HAM-75-00.22

131  
251



13 R = 3878.55'  
 L = 59.83'  
 Δ = 00° 53' 02" LT  
 CH = N 55° 10' 34" W  
 CH = 59.83'

14 R = 3878.55'  
 L = 70.19'  
 Δ = 01° 02' 13" LT  
 CH = S 51° 54' 58" E  
 CH = 70.19'

FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO  
 OR 9093 P. 2069  
 RL 195877  
 (7.480 ACRES)  
 13900030242  
 7.510 ACRES  
 900 EIGHTH ST  
 COMMERCIAL  
 G. W. TUCKER'S SECOND SUBDIVISION  
 P.R. 1, P. 187

LINN STREET INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY  
 OR 10221 P. 2561  
 (1.947 ACRES)  
 SR 135-1-238  
 LOT 12 (2 plots)  
 13600002318  
 1.974 ACRES  
 801 LINN ST  
 OFFICE  
 V. LONGWORTH'S SUBDIVISION  
 P.B. DB 94, P. 476

FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO  
 OR 9093 P. 2069  
 RL 195877  
 LCT (2 Plots)  
 13900030253  
 0.027 ACRES  
 900 EIGHTH ST  
 COMMERCIAL

FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO  
 OR 9093 P. 2069  
 RL 195877  
 13600002317  
 0.036 ACRES  
 BAYMILLER ST  
 VACANT  
 CUTTIE'S SUBDIVISION

CITY OF CINCINNATI  
 D.B. 3076, P. 350  
 (UNSTATED ACRES)  
 LOT PART OF LOT 6  
 13600010009  
 0.043 ACRES  
 BIT RICHMOND ST  
 PUBLIC SERVICE  
 CUTTIE'S ESTATES

CITY OF CINCINNATI  
 D.B. 3094, P. 655  
 (UNSTATED ACRES)  
 LOT 49  
 13600010036  
 0.013 ACRES  
 830 NINTH ST  
 PUBLIC SERVICE  
 N. LONGWORTH'S SUBDIVISION  
 P.B. DB 94, P. 476

CITY OF CINCINNATI  
 D.B. 3078, P. 407  
 (UNSTATED ACRES)  
 LOT 47  
 13600010034  
 0.017 ACRES  
 826 NINTH ST  
 PUBLIC SERVICE  
 N. LONGWORTH'S SUBDIVISION  
 P.B. DB 94, P. 476

CITY OF CINCINNATI  
 D.B. 3094, P. 654  
 (UNSTATED ACRES)  
 LOT 50  
 13600010037  
 0.008 ACRES  
 832 NINTH ST  
 PUBLIC SERVICE  
 N. LONGWORTH'S SUBDIVISION  
 P.B. DB 94, P. 476

CITY OF CINCINNATI  
 D.B. 3103, P. 487  
 (UNSTATED ACRES)  
 LOT 48  
 13600010035  
 0.018 ACRES  
 828 NINTH ST  
 PUBLIC SERVICE  
 N. LONGWORTH'S SUBDIVISION  
 P.B. DB 94, P. 476

1 TIE - 45-NDV, S 68° 50' 45" W 609.89'  
 FROM CAGIS MONUMENT 8973,  
 WHICH IS S 38° 18' 21" E 1864.57'  
 FROM CAGIS MONUMENT 7008.

2 TIE - 45-NL, S 65° 55' 26" W 591.52'  
 FROM CAGIS MONUMENT 8973,  
 WHICH IS S 38° 16' 21" E 1864.57'  
 FROM CAGIS MONUMENT 7008.

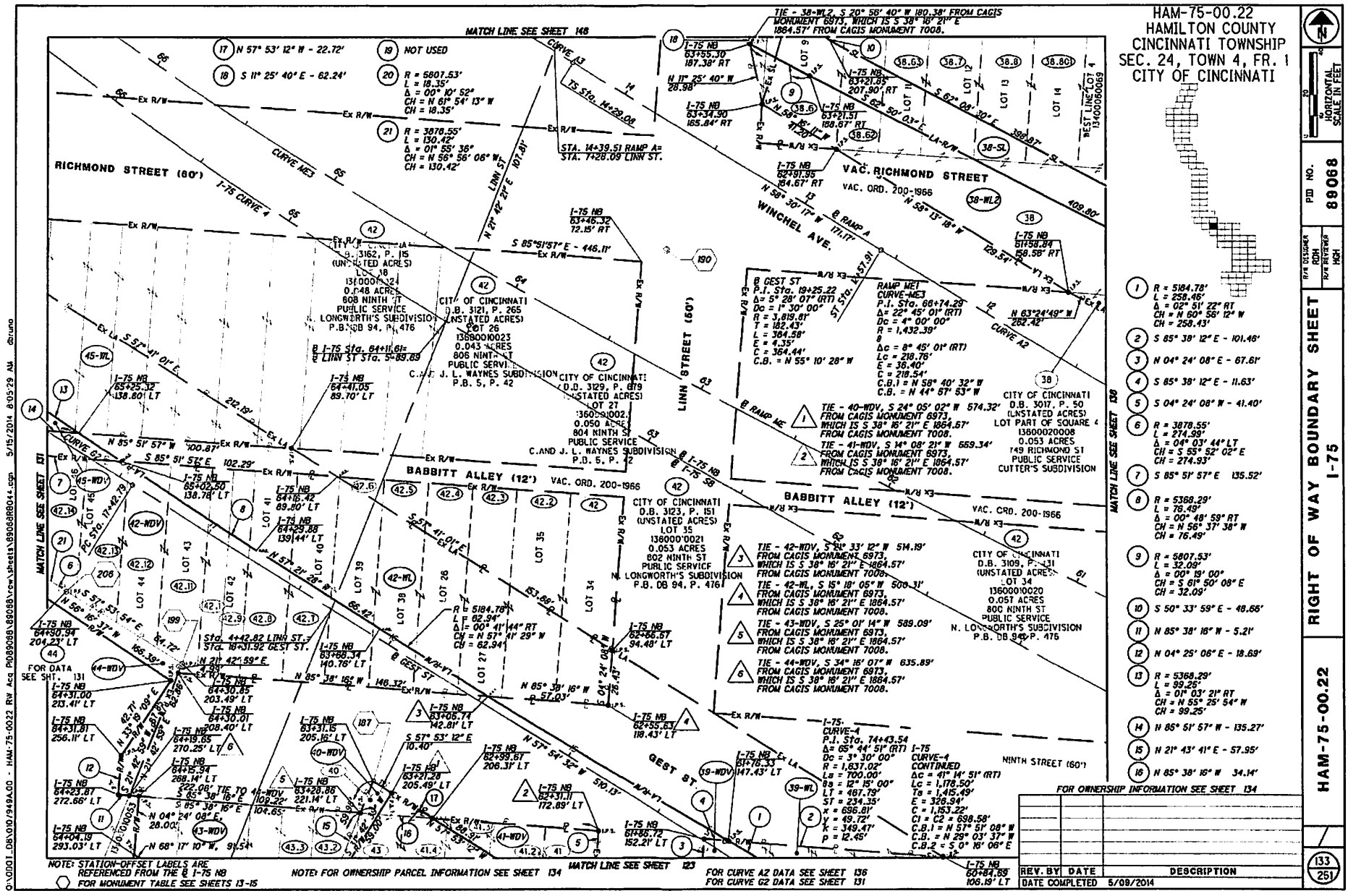
GEST ST  
 CURVE-G2  
 P.I. Sta. 8+92.35  
 Δ = 49° 08' 21" (L7)  
 Dc = 10° 00' 00"  
 R = 572.95'  
 T = 261.95'  
 L = 491.33'  
 E = 57.04'  
 C = 476.48'  
 C.B. = N 33° 20' 21" W

- 1 R = 3878.55'  
 L = 130.42'  
 Δ = 01° 55' 36" RT  
 CH = N 56° 56' 06" W  
 CH = 130.42'
- 2 S 02° 30' 18" W - 3.63'
- 3 R = 3878.55'  
 L = 274.99'  
 Δ = 02° 30' 00" RT  
 CH = S 55° 52' 02" E  
 CH = 274.93'
- 4 R = 2164.55'  
 L = 94.47'  
 Δ = 02° 30' 00" RT  
 CH = N 53° 57' 09" W  
 CH = 94.46'
- 5 R = 5386.29'  
 L = 99.25'  
 Δ = 01° 03' 21" RT  
 CH = N 55° 25' 54" W  
 CH = 99.25'
- 6 N 02° 29' 15" E - 14.63'
- 7 R = 3878.55'  
 L = 94.88'  
 Δ = 01° 24' 06" RT  
 CH = N 53° 08' 07" W  
 CH = 94.88'
- 8 R = 3878.55'  
 L = 304.25'  
 Δ = 04° 29' 40" RT  
 CH = N 61° 35' 20" W  
 CH = 304.17'
- 9 S 04° 18' 07" W - 32.08'
- 10 N 55° 38' 12" W - 17.54'
- 11 R = 2164.55'  
 L = 23.52'  
 Δ = 00° 31' 50" RT  
 CH = N 48° 33' 40" W  
 CH = 23.82'
- 12 S 85° 51' 57" E - 20.76'

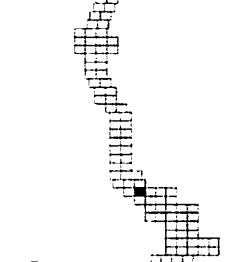
NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE 6 1-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

REV. BY	DATE	DESCRIPTION
HGH	4/22/15	PARCEL 46 - UPDATE TOPO. REV. TEMPS
	6/09/2014	

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HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



- 1 R = 5184.78'  
L = 258.46'  
Δ = 0° 51' 22" RT  
CH = N 80° 58' 12" W  
CH = 258.43'
- 2 S 85° 38' 12" E - 101.40'
- 3 N 04° 24' 08" E - 67.61'
- 4 S 85° 38' 12" E - 11.63'
- 5 S 04° 24' 08" W - 41.40'
- 6 R = 3878.55'  
L = 274.99'  
Δ = 04° 03' 44" LT  
CH = S 55° 52' 02" E  
CH = 274.93'
- 7 S 85° 51' 57" E 135.52'
- 8 R = 5388.29'  
L = 78.49'  
Δ = 0° 48' 59" RT  
CH = N 56° 37' 38" W  
CH = 76.49'
- 9 R = 5807.53'  
L = 32.08'  
Δ = 0° 05' 00" RT  
CH = S 61° 50' 08" E  
CH = 32.09'
- 10 S 50° 33' 59" E - 48.66'
- 11 N 85° 38' 18" N - 5.21'
- 12 N 04° 25' 06" E - 18.69'
- 13 R = 5388.29'  
L = 99.25'  
Δ = 01° 03' 21" RT  
CH = N 55° 25' 54" W  
CH = 99.25'
- 14 N 85° 51' 57" W - 135.27'
- 15 N 21° 43' 41" E - 57.95'
- 16 N 85° 38' 18" W 34.14'

RIGHT OF WAY BOUNDARY SHEET

1-75

HAM-75-00.22

133  
251

REV. BY DATE DESCRIPTION

DATE COMPLETED 5/08/2014

C:\D:\D\010\7949A.DOC - HAM-75-0022.RW Arc: P:\0508\88088\cvs\sheet\88088R004.dgn 5/15/2014 9:05:29 AM dbruno

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE 1-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

NOTE: FOR OWNERSHIP PARCEL INFORMATION SEE SHEET 134

FOR CURVE A2 DATA SEE SHEET 136  
FOR CURVE G2 DATA SEE SHEET 131

FOR OWNERSHIP INFORMATION SEE SHEET 134

G:\0201\_LBA\01749A\00 HAM-75-0022 RW Act PID59068\B9068\Drawings\Sheets\B9068R1044.dwg 5/15/2014 8:05:23 AM dbruno

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO.  
**89068**

1/4" DESIGNER  
RDH  
1/4" RECHECK  
JBT

**RIGHT OF WAY TOPO SHEET**  
1-75

**HAM-75-00.22**

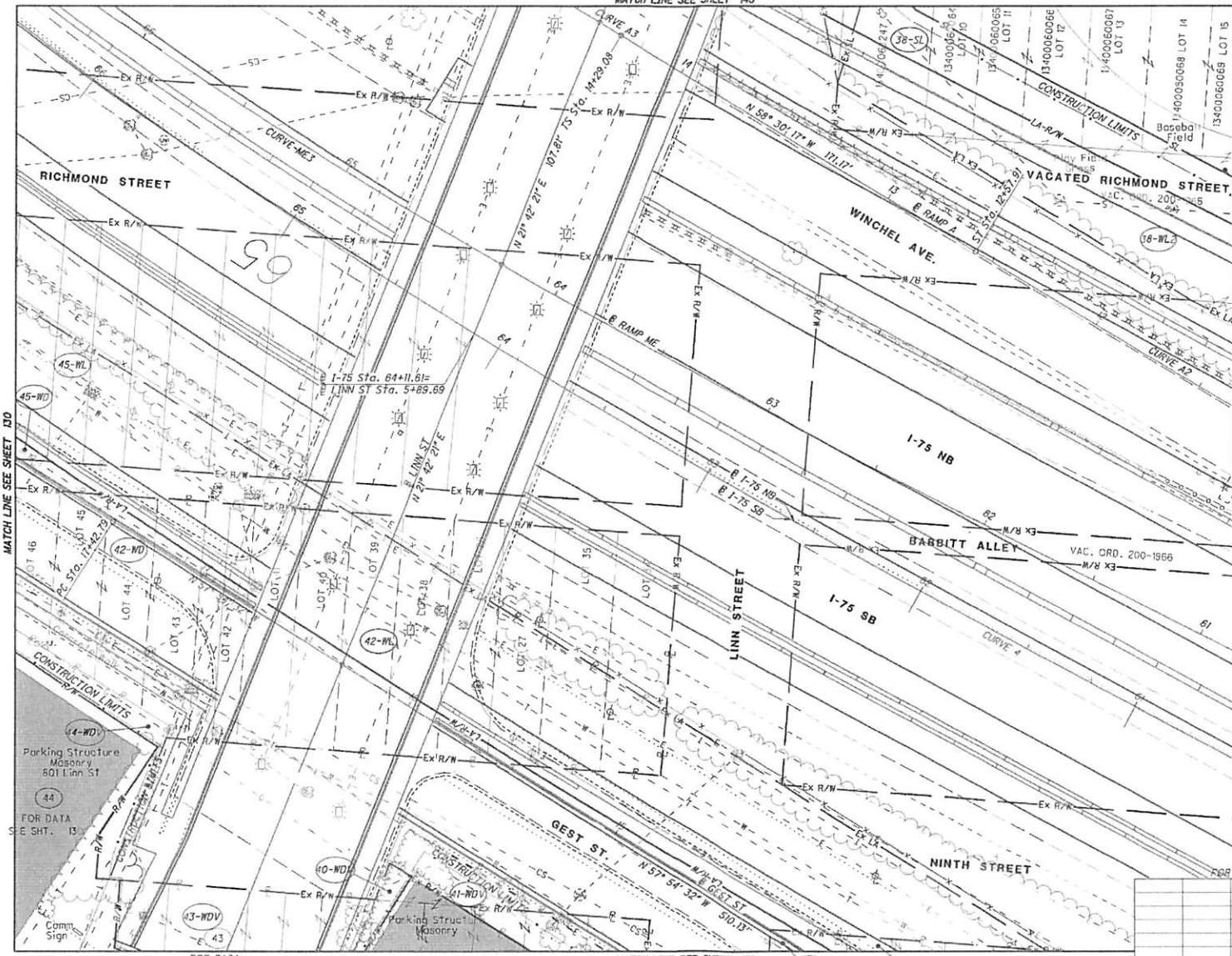
132  
251

38  
CITY OF CINCINNATI  
D.B. 3017, P. 50  
(UNSTATED ACRES)  
LOT PART OF SQUARE 4  
1360020008  
0.053 ACRES  
749 RICHMOND ST  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION

MATCH LINE SEE SHEET 135

MATCH LINE SEE SHEET 145

MATCH LINE SEE SHEET 122



REV. BY	DATE	DESCRIPTION
	5/09/2014	

FOR DATA  
SEE SHT. 122

FOR DATA  
SEE SHT. 13

FOR OWNERSHIP INFORMATION SEE SHEET 134

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$32,374, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**").

ODOT Project Parcel(s): 44 WDV

ODOT Project: HAM 75-00.22

Being part of Hamilton County Current Tax Parcel Nos.: 136-0001-0238-00

Prior Instrument Reference: (i) Official Record Book 12831, Page 1445, Hamilton County, Ohio Recorder's Office

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on \_\_\_\_\_, 2020.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, Interim City Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Paula Boggs Muething, Interim City Manager 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

This instrument prepared by:

City of Cincinnati Law Department  
801 Plum Street, Suite 214  
Cincinnati, OH 45202

Exhibit A  
to Quitclaim Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 44 WDV

**EXHIBIT A**

RX 251 WDV

Page 1 of 3

Rev. 05/09

Ver. Date 5/07/2014

PID 89068

**PARCEL 44-WDV  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of CUTTER'S SUBDIVISION and part of N. LONGWORTH'S SUBDIVISION as recorded in Deed Book 94 , Page 476, of said county's plat records, being part of a 1.947 acre parcel of land as conveyed to LINN STREET INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY by instrument as recorded in O.R. 10221 Page 2567 of the Official Records of said county, being shown as Parcel 5-3 on Survey Record 136-1-238, Hamilton County Engineer's Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of West Ninth Street (60') with the original west right of way line of Linn Street (50'), 172.89 feet left of the baseline of I-75 NB Station 62+31.11;

Thence with said south right of way North 85° 38' 16" West 222.06 feet to an Iron Pin set in the east line of said 1.947 acre parcel, being a point in the new west Right of Way line of I-75, 270.25 feet left of the baseline of I-75 NB Station 64+19.65, said Iron Pin being the TRUE POINT OF BEGINNING, said Iron Pin bearing South 34° 16' 07" West 635.89 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

**EXHIBIT A**

RX 251 WDV

PARCEL 44 -WDV

Thence with said new right of way line through said parcel for the following six courses:

1. North 85° 38' 16" West 5.21 feet to an Iron Pin set 272.66 feet left of the baseline of I-75 NB Station 64+23.87;
2. North 04° 25' 06" East 18.69 feet to an Iron Pin set 256.11 feet left of the baseline of I-75 NB Station 64+31.81;
3. North 33° 19' 09" East 42.71 feet to an Iron Pin set 213.41 feet left of the baseline of I-75 NB Station 64+31.00;
4. North 56° 16' 37" West 166.39 feet to an Iron Pin set 213.83 feet left of the baseline of I-75 NB Station 65+83.77;
5. North 53° 49' 48" West 90.62 feet to an Iron Pin set 215.10 feet left of the baseline of I-75 NB Station 66+65.28;
6. North 54° 05' 48" West 80.99 feet to a Mag nail set in the west line of said 1.947 acre parcel and the east line of a 7.365 acre parcel of land as conveyed to FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO by instrument as recorded in O.R. 9093 Page 2069, 220.05 feet left of the baseline of I-75 NB Station 67+36.97;

Thence along said lines North 02° 30' 18" East 3.63 feet to the northwest corner of said 1.947 acre parcel and the northeast corner of said 7.365 acre parcel, 217.20 feet left of the baseline of I-75 NB Station 67+38.95; a 5/8" Iron Pin found bears South 26° 07' 55" East 0.23 feet from said corner;

Thence with the north line of said 1.947 acre parcel along the arc of a curve to the left 274.99 feet, said arc having a radius of 3878.55 feet, a central angle of 04° 03' 44" and a chord bearing South 55° 52' 02" East 274.93 feet to a 5/8" Iron Pin found 204.23 feet left of the baseline of I-75 NB Station 64+90.94; an Iron Pin found bears South 4° 26' 39" East 0.24 feet from said point;

Thence continuing with said north line South 57° 53' 54" East 64.72 feet to a 5/8" Iron Pin found at the northeast corner of said parcel, 203.49 feet left of the baseline of I-75 NB Station 64+30.85;

**EXHIBIT A**

Page 3 of 3  
Rev. 05/09

RX 251 WDV

**PARCEL 44 -WDV cont'd**

Thence with the east line of said parcel South 21° 42' 59" West 67.85 feet to the TRUE POINT OF BEGINNING, containing 0.0552 acres (2407 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in O.R. 10221 Page 2567, Hamilton County Recorder's Office.

0.0552 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Number 13600010238, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by  
LJB Inc.



By: Harry G. Herbst III      5/7/14  
Harry G. Herbst III, Ohio PS #6596      Date



HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



0 10 20  
HORIZONTAL  
SCALE IN FEET

PID NO.  
**89068**

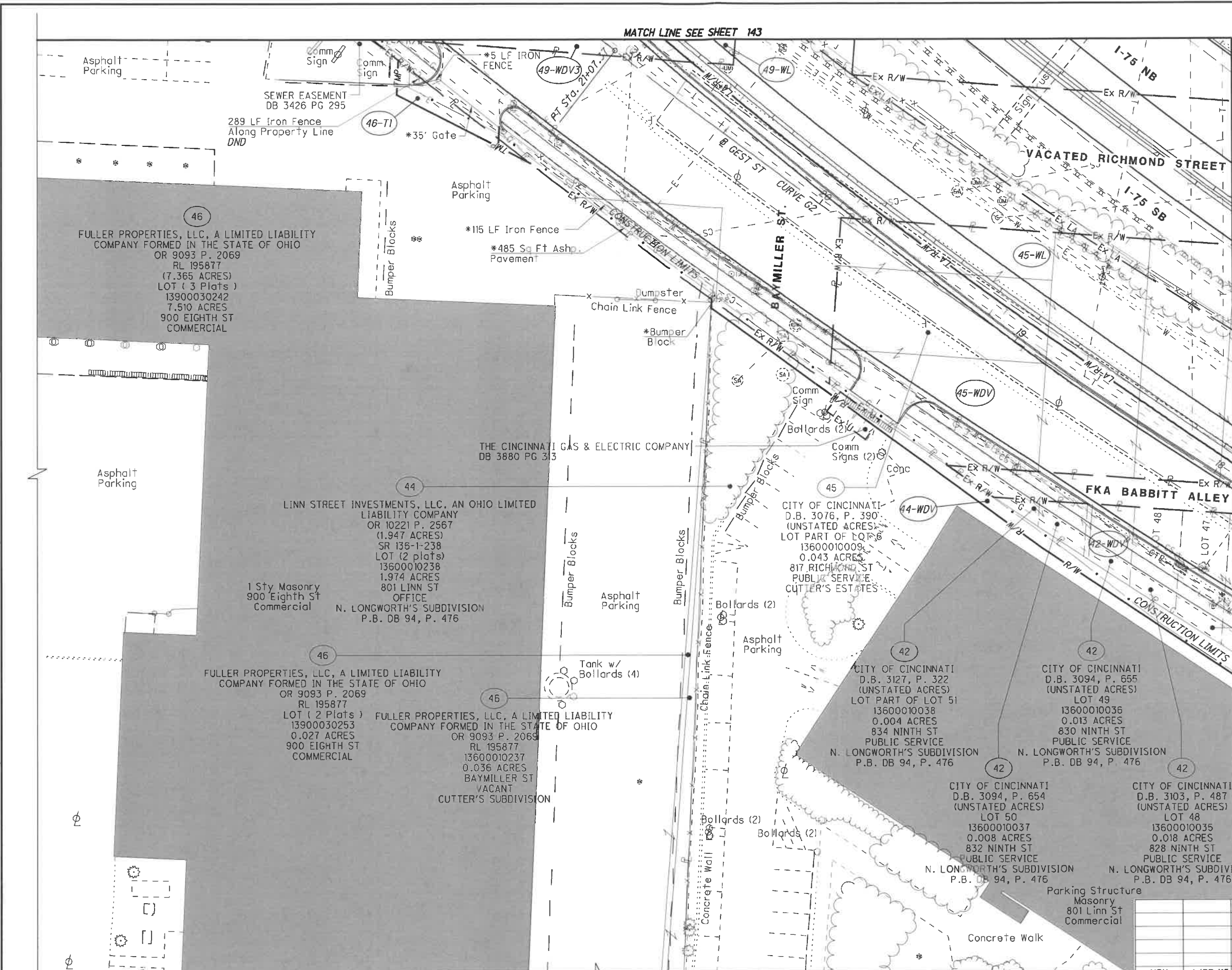
R/W DESIGNER  
RDH  
R/W REVIEWER  
HGH

**RIGHT OF WAY TOPO SHEET**  
**I-75**

**HAM-75-00.22**

130  
251

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MATCH LINE SEE SHEET 143

MATCH LINE SEE SHEET 132

FOR GEST ST. CURVE G2 DATA SEE SHEET 132

REV. BY	DATE	DESCRIPTION
HGH	4/22/15	PARCEL 46 - UPDATE TOPO, REV. TEMPS
DATE COMPLETED 5/09/2014		

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO. **89068**  
R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY BOUNDARY SHEET**  
**I-75**

**HAM-75-00.22**

131  
251

- 13 R = 3878.55'  
L = 59.83'  
Δ = 00° 53' 02" LT  
CH = N 55° 10' 34" W  
CH = 59.83'
- 14 R = 3878.55'  
L = 70.19'  
Δ = 01° 02' 13" LT  
CH = S 51° 54' 58" E  
CH = 70.18'

FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO OR 9093 P. 2069  
RL 195877  
(7.480 ACRES)  
13900030242  
7.510 ACRES  
900 EIGHTH ST  
COMMERCIAL  
G. W. TUCKER'S SECOND SUBDIVISION  
P.B. 1, P. 187

LINN STREET INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY OR 10221 P. 2567  
(1.947 ACRES)  
SR 136-1-238  
LOT (2 plots)  
13600010238  
1.974 ACRES  
801 LINN ST  
OFFICE  
N. LONGWORTH'S SUBDIVISION  
P.B. DB 94, P. 476

FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO OR 9093 P. 2069  
RL 195877  
LOT ( 2 Plots )  
13900030253  
0.027 ACRES  
900 EIGHTH ST  
COMMERCIAL

FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO OR 9093 P. 2069  
RL 195877  
0.036 ACRES  
BAYMILLER ST  
VACANT  
CUTTER'S SUBDIVISION

CITY OF CINCINNATI D.B. 3127, P. 322 (UNSTATED ACRES)  
LOT PART OF LOT 51  
13600010038  
0.004 ACRES  
834 NINTH ST  
PUBLIC SERVICE  
N. LONGWORTH'S SUBDIVISION  
P.B. DB 94, P. 476

CITY OF CINCINNATI D.B. 3094, P. 655 (UNSTATED ACRES)  
LOT 49  
13600010036  
0.013 ACRES  
830 NINTH ST  
PUBLIC SERVICE  
N. LONGWORTH'S SUBDIVISION  
P.B. DB 94, P. 476

CITY OF CINCINNATI D.B. 3078, P. 407 (UNSTATED ACRES)  
LOT 47  
13600010034  
0.017 ACRES  
826 NINTH ST  
PUBLIC SERVICE  
N. LONGWORTH'S SUBDIVISION  
P.B. DB 94, P. 476

CITY OF CINCINNATI D.B. 3094, P. 654 (UNSTATED ACRES)  
LOT 50  
13600010037  
0.008 ACRES  
832 NINTH ST  
PUBLIC SERVICE  
N. LONGWORTH'S SUBDIVISION  
P.B. DB 94, P. 476

CITY OF CINCINNATI D.B. 3103, P. 487 (UNSTATED ACRES)  
LOT 48  
13600010035  
0.018 ACRES  
828 NINTH ST  
PUBLIC SERVICE  
N. LONGWORTH'S SUBDIVISION  
P.B. DB 94, P. 476

GEST ST  
CURVE-G2  
P.I. Sta. 8+92.35  
Δ = 49° 08' 21" (LT)  
Dc = 10° 00' 00"  
R = 572.95'  
T = 261.95'  
L = 491.39'  
E = 57.04'  
C = 476.46'  
C.B. = N 33° 20' 21" W

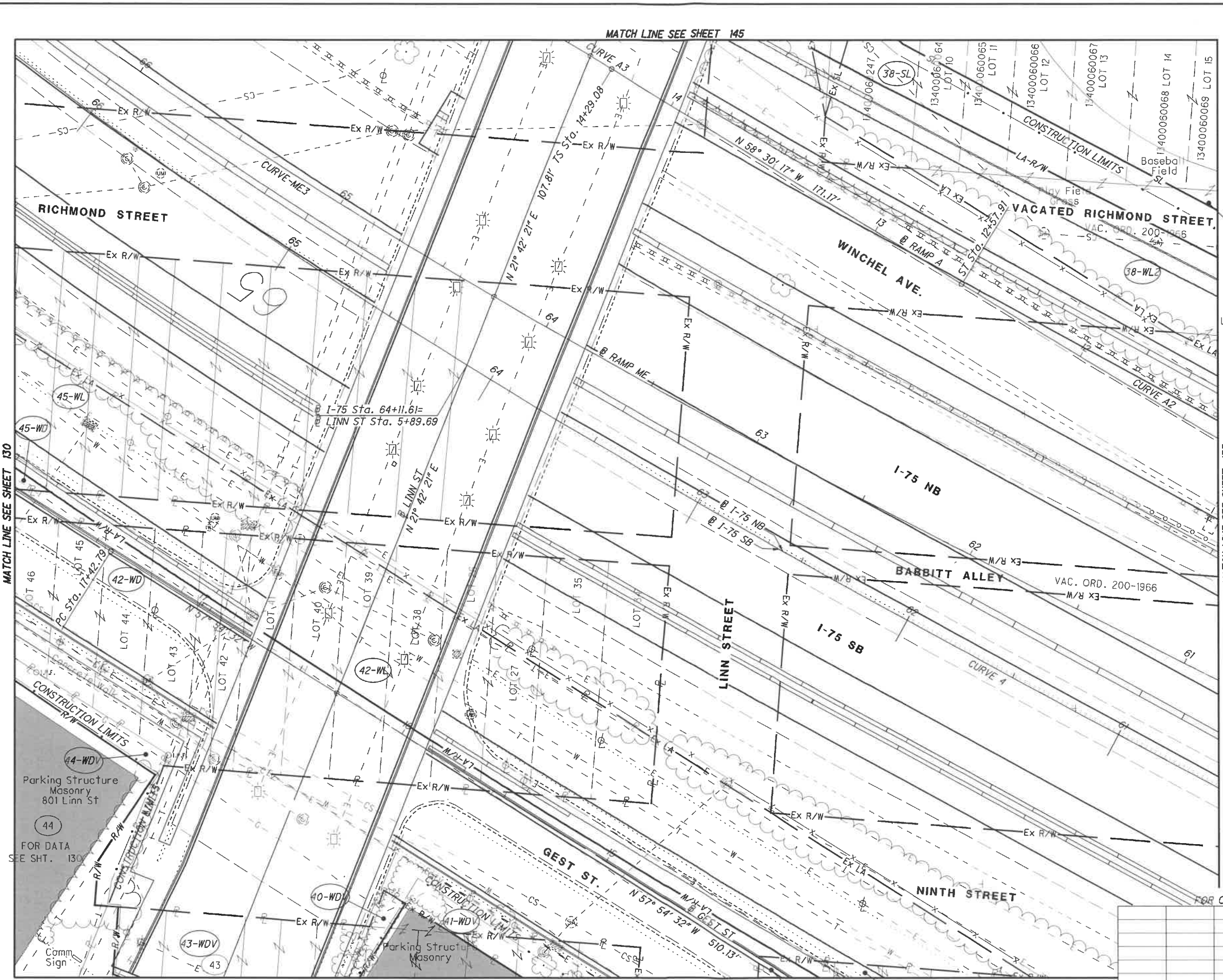
- 1 TIE - 45-WDV, S 66° 50' 45" W 609.89' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.
- 2 TIE - 45-WL, S 65° 55' 26" W 591.52' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

REV. BY	DATE	DESCRIPTION
HGH	4/22/15	PARCEL 46 - UPDATE TOPO, REV. TEMPS
	5/09/2014	

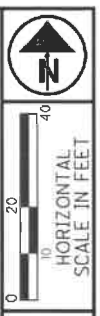
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Q:\ODOT\_DB\0107949A.00 - HAM-75-00.22 RW Acq PID89068\890688\row\sheet\890688RT044.dgn 5/15/2014 8:05:23 AM dbruno



HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI

38  
CITY OF CINCINNATI  
D.B. 3017, P. 50  
(UNSTATED ACRES)  
LOT PART OF SQUARE 4  
1360020008  
0.053 ACRES  
749 RICHMOND ST  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION



PID NO.  
**89068**  
R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY TOPO SHEET**  
**I-75**

**HAM-75-00.22**

132  
251

REV. BY	DATE	DESCRIPTION
	5/09/2014	

MATCH LINE SEE SHEET 130

MATCH LINE SEE SHEET 135

MATCH LINE SEE SHEET 145

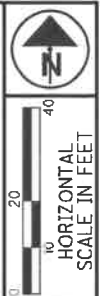
MATCH LINE SEE SHEET 122

44  
FOR DATA  
SEE SHT. 130  
Parking Structure  
Masonry  
801 Linn St  
Comm Sign

FOR DATA  
SEE SHT. 122

FOR OWNERSHIP INFORMATION SEE SHEET 134

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



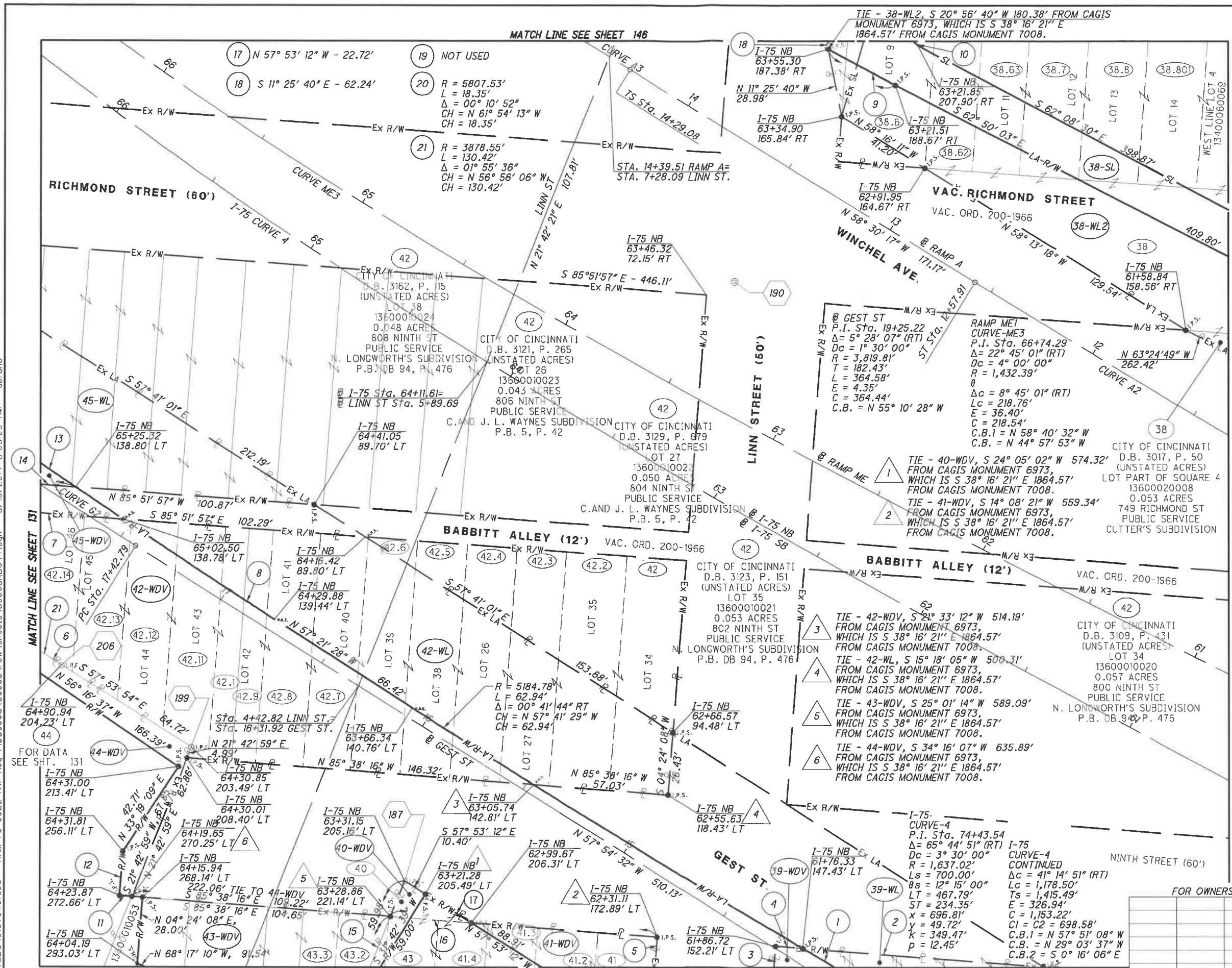
P.T.D. NO. **89068**

R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY BOUNDARY SHEET**  
I-75

**HAM-75-00.22**

133  
251



- 1 R = 5184.78'  
L = 258.46'  
Δ = 02° 51' 22" RT  
CH = N 60° 56' 12" W  
CH = 258.43'
- 2 S 85° 38' 12" E - 101.46'
- 3 N 04° 24' 08" E - 67.61'
- 4 S 85° 38' 12" E - 11.63'
- 5 S 04° 24' 08" W - 41.40'
- 6 R = 3878.55'  
L = 274.99'  
Δ = 04° 03' 44" LT  
CH = S 55° 52' 02" E  
CH = 274.93'
- 7 S 85° 51' 57" E 135.52'
- 8 R = 5368.29'  
L = 76.49'  
Δ = 00° 48' 59" RT  
CH = N 56° 37' 38" W  
CH = 76.49'
- 9 R = 5807.53'  
L = 32.09'  
Δ = 00° 19' 00"  
CH = S 61° 50' 08" E  
CH = 32.09'
- 10 S 50° 33' 59" E - 48.66'
- 11 N 85° 38' 16" W - 5.21'
- 12 N 04° 25' 06" E - 18.69'
- 13 R = 5368.29'  
L = 99.25'  
Δ = 01° 03' 21" RT  
CH = N 55° 25' 54" W  
CH = 99.25'
- 14 N 85° 51' 57" W - 135.27'
- 15 N 21° 43' 41" E - 57.95'
- 16 N 85° 38' 16" W 34.14'

FOR OWNERSHIP INFORMATION SEE SHEET 134

REV. BY	DATE	DESCRIPTION
	5/09/2014	

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MATCH LINE SEE SHEET 131

MATCH LINE SEE SHEET 146

MATCH LINE SEE SHEET 136

MATCH LINE SEE SHEET 123

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE @ I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

NOTE: FOR OWNERSHIP PARCEL INFORMATION SEE SHEET 134

FOR CURVE A2 DATA SEE SHEET 136  
FOR CURVE G2 DATA SEE SHEET 131

October 21, 2020

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

202001992

**From:** Paula Boggs Muething, City Manager

**Subject:** Ordinance- Easement for Storm Sewer-Kings Run Watershed

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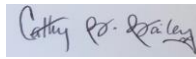
Transmitted herewith is an ordinance captioned as follows.

ACCEPTING and CONFIRMING the dedication of permanent easements to public use for the construction, maintenance, repair, and replacement of storm sewers and appurtenances over and across the property owned by Children's Hospital Medical Center, an Ohio non-profit corporation, located at 5642 Hamilton Avenue in College Hill neighborhood of Cincinnati, in accordance with the plat entitled "Easement for storm sewer-Kings Run Watershed."

This easement is for a public storm sewer on Children's Hospital property that catches and releases public storm water on private property. The easement provides for the City to be responsible for maintenance and future upkeep of public facilities on private property and provides the City the right to enter upon private property and fix/maintain these facilities, as necessary.

The Administration recommends passage of this Ordinance.

Cc: Cathy B. Bailey, Executive Director/Greater Cincinnati Water Works



**City of Cincinnati**  
**An Ordinance No. \_\_\_\_\_**

AEY

*AWB*

- 2020

**ACCEPTING AND CONFIRMING** the dedication of permanent easements to public use for the construction, maintenance, repair, and replacement of storm sewers and appurtenances over and across the property owned by Children’s Hospital Medical Center, an Ohio non-profit corporation, located at 5642 Hamilton Avenue in the College Hill neighborhood of Cincinnati, in accordance with the plat entitled “Easement for Storm Sewer-Kings Run Watershed.”

WHEREAS, Children’s Hospital Medical Center, an Ohio non-profit corporation (“Grantor”), granted to the City of Cincinnati an easement for storm sewers and appurtenances over Grantor’s real estate located at 5642 Hamilton Avenue, Cincinnati, Ohio (Auditor’s nos. 234-4-1 and 234-4-133) pursuant to the plat entitled “Easement for Storm Sewer-Kings Run Watershed” attached to this ordinance as Attachment A (the “Plat”); and

WHEREAS, the Plat has been examined and checked as to its technical features by the office of the Chief Stormwater Engineer and has been found to be correct; and

WHEREAS, the acceptance and confirmation of the easement in accordance with the Plat has been recommended by the Greater Cincinnati Water Works on behalf of its Stormwater Management Utility and the City Manager; now, therefore,

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

Section 1. That the easement conveyed by Children’s Hospital Medical Center (“Grantor”) to the City of Cincinnati for the construction, maintenance, repair, and replacement of the storm sewers and appurtenances on Grantor’s property located at 5642 Hamilton Avenue in the College Hill neighborhood of Cincinnati (Auditor’s Parcel Nos.: 234-4-1 and 234-4-133), as depicted on the plat entitled “Easement for Storm Sewer-Kings Run Watershed” a copy of which is attached to this ordinance as Attachment A, is hereby accepted and confirmed.

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

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

Passed: \_\_\_\_\_, 2020

\_\_\_\_\_  
John Cranley, Mayor

Attest: \_\_\_\_\_  
Clerk

KNOW ALL MEN BY THESE PRESENTS THAT, WE THE UNDERSIGNED IN CONSIDERATION OF (\$1.00) AND OTHER CONSIDERATIONS TO US PAID BY THE CITY OF CINCINNATI, ITS SUCCESSORS AND ASSIGNS EASEMENTS FOR STORM SEWER AS SHOWN AND SUBJECT TO RESTRICTIONS ON SEWER EASEMENTS AS DESCRIBED HEREON.

**RESTRICTIONS ON PERMANENT SEWER EASEMENTS (STORM)**

NO IMPROVEMENTS OF ANY KIND WHICH CAN INTERFERE WITH ACCESS TO SAID PUBLIC SEWER EASEMENT SHALL BE PLACED UPON A PERMANENT SEWER EASEMENT, EXCEPTING SUCH ITEMS AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SUCH ITEMS, BEING NATURAL OR ARTIFICIAL. ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED UPON SAID PERMANENT EASEMENT, SHALL BE PLACED AT THE OWNER'S EXPENSE AND RISK OF THE PROPERTY OWNER AND GRANTEE OR ASSIGNS OF THIS PERMANENT EASEMENT HENCEFORTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY NOR THEIR EXECUTORS, ADMINISTRATORS OR ASSIGNS FOR THE CONDITION, DAMAGE TO OR REPLACEMENT OF SUCH AFORESAID ITEMS, OR ANY OTHER ITEMS PLACED UPON THE EASEMENT, RESULTING FROM THE EXISTENCE OF OR USE OF THE SAID PERMANENT EASEMENT BY THE GRANTEE OR ASSIGNS. ANY STRUCTURE CONSTRUCTED ON GRANTOR'S PROPERTY ADJOINING SAID PERMANENT EASEMENT SHALL BE KEPT NOT LESS THAN 3 FEET OUTSIDE THE PERMANENT SEWER EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE, AND DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE PETITIONED BY WRITTEN REQUEST TO THE GRANTEE OR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS WITH APPROVAL NOT BEING UNREASONABLY WITHHELD.

STATE OF OHIO  
COUNTY OF HAMILTON  
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE,

THE GRANTORS IN THIS PLAT OF EASEMENT ON THE DATES SET OPPOSITE THEIR NAMES AND ACKNOWLEDGED THE SIGNING THEREOF TO BE THEIR VOLUNTARY ACT AND DEED IN TESTIMONY WHEREOF I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY NOTARIAL SEAL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, STATE OF OHIO

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE,

THE GRANTORS IN THIS PLAT OF EASEMENT ON THE DATES SET OPPOSITE THEIR NAMES ACKNOWLEDGED THEIR SIGNING THEREOF ON BEHALF OF SAID CORPORATION TO BE THEIR VOLUNTARY ACT AND DEED, AUTHORIZED BY THE BOARD OF DIRECTORS OF SAID CORPORATION. IN TESTIMONY WHEREOF I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY NOTARIAL SEAL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC

APPROVED \_\_\_\_\_  
SEWERS CHIEF ENGINEER (STORMWATER MANAGEMENT UTILITY)

**CITY OF CINCINNATI COUNCIL**

STORM SEWERS AND STORM SEWER EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BY ORDINANCE # \_\_\_\_\_ DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

PARCEL NO. SIGNED PRINTED NAME DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNLESS THE EASEMENT IS EXPRESSLY DESCRIBED HEREON, THE 20' PERMANENT SEWER EASEMENT (10' EACH SIDE) SHALL BE GRANTED IN THE LOCATION AS SHOWN ON THIS PLAT, OR WITHIN A REASONABLE DISTANCE AND DIRECTION TO FACILITATE ACTUAL INSTALLATION OF THE SEWER.

PARCEL NO.	DESCRIPTION	AREA
234-0004-0001	P1	11,571 SQ. FT.
234-0004-0133	P1	4,650 SQ. FT.

**VICINITY MAP**

