



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, October 25, 2023

2:00 PM

Council Chambers, Room 300

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#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### MAYOR AFTAB

#### Citizen Complaint Authority

1. [202302261](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Clarice Warner to the Citizen Complaint Authority for a second term of two years beginning on December 16, 2023. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Female/AA)

**Recommendation** HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

**Sponsors:** Mayor

2. [202302262](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Daniel Arturo Minera to the Citizen Complaint Authority for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Male/Hispanic)

**Recommendation** HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

**Sponsors:** Mayor

#### MAYOR AFTAB

#### MS. OWENS

3. [202302249](#) **ORDINANCE**, submitted by Mayor Aftab Pureval and Councilmember Owens, from Emily Smart Woerner, City Solicitor, **ORDAINING** new Chapter 868, "Tenant Access to Counsel in Eviction Proceedings," of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

**Recommendation** EQUITABLE GROWTH & HOUSING COMMITTEE

**Sponsors:** Mayor and Owens

#### MS. KEARNEY

4. [202302242](#) **RESOLUTION**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Anthony Simms-Howell as a 2023 Hispanic Heritage Month honoree and **EXPRESSING** the appreciation of the Mayor and

the Council of the City of Cincinnati for his contributions as a founding member of the African American and Hispanic Chamber of Commerce as well as his service on the Ohio Commission on Hispanic/Latino Affairs and service with the League of United Latin American Citizens (LULAC) Cincinnati.

**Recommendation** PASS

**Sponsors:** Kearney

## MS. PARKS

5. [202302248](#) **RESOLUTION**, submitted by Councilmember Parks, from Emily Smart Woerner, City Solicitor, **ENCOURAGING** the Ohio General Assembly to pass legislation making it a felony to assault public transit system workers in Ohio.

**Recommendation** PASS

**Sponsors:** Parks

## MS. KEATING

## MS. JEFFREYS

6. [202302273](#) **RESOLUTION**, submitted by Councilmember Keating, Jeffreys and Johnson, from Emily Smart Woerner, City Solicitor, **EXPRESSING** support from the Council of the City of Cincinnati for Ohio Substitute House Bill 56.

**Recommendation** PASS

**Sponsors:** Keating, Jeffreys and Johnson

## MS. KEATING

7. [202302230](#) **MOTION**, submitted by Councilmember Keating, **WE MOVE** that the administration provide a report detailing all childcare programs facilitated by the Cincinnati Recreation Commission, including, but not limited to day camps, mini camps, and CRC-led before and after school care at Cincinnati Public Schools. These reports should include how many students are currently enrolled, how many were waitlisted and/or denied, which locations and age groups have the highest demand, and how many could be potentially accepted given certain investments such as increased staffing and supplies. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Keating

## MS. KEARNEY

## MR. JOHNSON

## MS. PARKS

8. [202302256](#) **MOTION**, submitted by Vice Mayor Kearney, Councilmembers Johnson and Parks, **WE MOVE** that the City of Cincinnati take the following actions to ensure equity in the disbursement of the proceeds of the sale of the Cincinnati Southern Railway so that our underserved neighborhoods benefit from the

proceeds from the sale in terms of both existing infrastructure and new economic development opportunities: 1. The City shall analyze the demographics of the beneficiaries most directly affected by each proposed project and identify those projects that can deliver the most benefit to historically underserved minority and low-income communities. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

**Recommendation** CLIMATE, ENVIRONMENT & INFRASTRUCTURE COMMITTEE

**Sponsors:** Kearney, Johnson and Parks

## MR. WALSH

## MR. JOHNSON

9. [202302272](#) **MOTION**, submitted by Councilmembers Walsh and Johnson, **WE MOVE** that the administration produces a report within ninety (90) days after the closure of the Cincinnati Police Department's District 5 headquarters on the impact of response times in neighborhoods formerly contained within District 5 compared to historic trends. The report should include updates on the transition to CPD Districts 1, 3 and 4 with focus on the response times to neighborhoods that were formerly in District 5 (College Hill, Mt. Airy, Northside, Camp Washington, Winton Hills, Spring Grove Village, Clifton and CUF). (BALANCE ON FILE IN THE CLERK'S OFFICE)

**Recommendation** PUBLIC SAFETY AND GOVERNANCE COMMITTEE

**Sponsors:** Walsh and Johnson

## CITY MANAGER

10. [202302214](#) **REPORT**, dated 10/25/2023, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Straight Street Hill Climb.
- Recommendation** FILE
- Sponsors:** City Manager
11. [202302223](#) **REPORT**, dated 10/25/2023 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for KWS Ventures, LLC, 3410 Telford Street. (#49489070005, New, D5J) [Objections: None]
- Recommendation** FILE
- Sponsors:** City Manager
12. [202302231](#) **REPORT**, dated 10/25/2023 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Oakley Greens LLC. 3065 Vandercar Way. (#6485212, New, D5) [Objections: None]
- Recommendation** FILE
- Sponsors:** City Manager
13. [202302232](#) **REPORT**, dated 10/25/2023 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Rookwood Pottery Restaurant LLC, 1077 Celestial

Street. (#75094090015, New, D5) [ Objections: None]

**Recommendation** FILE

**Sponsors:** City Manager

14. [202302233](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to apply for a grant of up to \$10,000,000 from the Ohio Department of Transportation's Local Major Bridge program to provide resources for design and construction services associated with major preventative maintenance work on the Hopple Street Viaduct.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

15. [202302234](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **APPROVING** the revised Public Transportation Agency Safety Plan for the Connector as recommended by the streetcar's Accountable Executive and Chief Safety Officer.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

16. [202302235](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AMENDING** Ordinance No. 143-2023 which authorized the City Manager to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued at up to \$25,000 to increase the in-kind donation value to up to \$35,000.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

17. [202302236](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$234,311 from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) FY 2023 Health Center Bridge Access Program (ALN 93.527) to support health centers funded under the Health Center Program to prevent, mitigate, and respond to COVID-19 and to enhance health care services and infrastructure; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

18. [202302237](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$80,000 from the National Association of County and City Health Officials to strengthen the Cincinnati Health Department's capacity to prevent and respond to healthcare-associated infections and antimicrobial resistance related to the Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance Project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

**Recommendation** BUDGET AND FINANCE COMMITTEE



**Sponsors:** City Manager

19. [202302238](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** a payment of \$6,500 to Dinsmore & Shohl LLP for outstanding charges related to legal services provided to the City, to be paid from Bond Retirement Fund non-personnel operating budget account no. 151x134x0000x7289 pursuant to the attached certificate from the Director of Finance.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

20. [202302257](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods of Cincinnati. (Subject to the [Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

**Recommendation**

BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

21. [202302258](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of the Board of Trustees of Anderson Township, Hamilton County, Ohio, pursuant to which the City of Cincinnati will grant temporary and perpetual easements to construct and maintain a public shared-use path upon portions of City-owned property located south of Beechmont Avenue and west Elstun Road in the Mt. Washington neighborhood of Cincinnati, thereby connecting Elstun Road to the Little Miami Scenic Trail and the City-owned Otto Armleder and Lunken Bike Trails. (Subject to the [Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

22. [202302259](#) **REPORT**, dated 10/25/2023, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended July 31, 2023.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

23. [202302260](#) **REPORT**, dated 10/25/2023, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended August 31, 2023.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

24. [202302263](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across

portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati. (Subject to the [Temporary Prohibition List](https://www.cincinnati-oh.gov/law/ethics/city-business) <<https://www.cincinnati-oh.gov/law/ethics/city-business>>)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

25. [202302264](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods of Cincinnati. (Subject to the [Temporary Prohibition List](https://www.cincinnati-oh.gov/law/ethics/city-business) <<https://www.cincinnati-oh.gov/law/ethics/city-business>>)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

26. [202302274](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **ESTABLISHING** new capital improvement program project account nos. 980x232x242368, "State to Central - RAISE Grant," and 980x232x242369, "State to Central - CPF Grant," to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety; **AUTHORIZING** the City Manager to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity grant (ALN 20.933) awarded by the United States Department of Transportation ("USDOT") of up to \$20,000,000 to newly established capital improvement program project account no. 980x232x242368, "State to Central - RAISE Grant"; **AUTHORIZING** the City Manager to accept and appropriate a Community Project Funding grant (ALN 20.534) awarded by USDOT of up to \$1,500,000 to newly established capital improvement program project account no. 980x232x242369, "State to Central - CPF Grant"; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

## HEALTHY NEIGHBORHOODS COMMITTEE

27. [202302150](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Brookline Avenue at Jefferson Avenue in the Clifton neighborhood shall hereby receive the honorary, secondary name of "Louise Spiegel Way" in honor of Louise Spiegel and in recognition of her contributions and public service to the Cincinnati community.

**Recommendation** PASS EMERGENCY

**Sponsors:** Kearney

28. [202302159](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Keating, from Emily Smart Woerner, City Solicitor, **DECLARING** that Thorton Avenue at River Road in the Saylor Park neighborhood shall hereby receive the honorary,

secondary name of "Elise Earley Way" in honor of Elise Earley, who was in a fatal car accident caused by an impaired driver, and as a reminder of the necessity for drivers to not drive impaired and always observe road and traffic regulations.

**Recommendation** PASS EMERGENCY

**Sponsors:** Keating

## BUDGET AND FINANCE COMMITTEE

29. [202302203](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

**Recommendation** PASS

**Sponsors:** City Manager

30. [202302206](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AMENDING** Ordinance No. 276-2023 to authorize the City Manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

**Recommendation**

PASS EMERGENCY

**Sponsors:** City Manager

31. [202302204](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.

**Recommendation** PASS

**Sponsors:** City Manager

32. [202302205](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission's 2023 Toy Drive to support Cincinnati Recreation Commission's holiday season programming needs in underserved communities; and **AUTHORIZING** the Director of Finance to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

**Recommendation** PASS

**Sponsors:** City Manager

33. [202302201](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the expenditure of up to \$29,000 from Special Events Fund 314 to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio

Statehouse in Columbus, Ohio; and **DECLARING** such expenditure to be for a public purpose.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

34. [202302202](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** a payment of \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation's Volunteer and Employee Criminal History System.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

35. [202302165](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio in accordance with the plat entitled MISC123-Fuhrman Road Fire Hydrant-E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder's Office.

**Recommendation** PASS

**Sponsors:** City Manager

36. [202302172](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio in accordance with the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office.

**Recommendation** PASS

**Sponsors:** City Manager

37. [202302173](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder's Office.

**Recommendation** PASS

**Sponsors:** City Manager

38. [202302177](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Colerain Township, Hamilton County, Ohio in accordance with the plat entitled WSL #3673- Crosley

Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office.

**Recommendation** PASS

**Sponsors:** City Manager

39. [202302179](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio in accordance with the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office.

**Recommendation** PASS

**Sponsors:** City Manager

40. [202302197](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to execute a Lease Agreement with 60 East LLC pursuant to which the City will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine.

**Recommendation** PASS

**Sponsors:** City Manager

41. [202302222](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to execute a First Amendment to Ground Lease with BLOC Ministries, Inc., pursuant to which the City will lease approximately three and one-half acres of land at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati for the operation of a youth horse riding academy.

**Recommendation** PASS

**Sponsors:** City Manager

## SUPPLEMENTAL ITEMS

### EQUITABLE GROWTH & HOUSINGS COMMITTEE

42. [202302220](#) **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** that the Administration prepare a report within the next thirty (30 days) on plans for a new disparity study ("Croson Study") for the City of Cincinnati including the timeline for issuing a new Request for Proposal from vendors through the targeted completion date for the study, as well as the proposed scope of the new disparity study.

**Recommendation** ADOPT

**Sponsors:** Kearney

## ANNOUNCEMENTS

Adjournment







**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

Oct 2023

**REAPPOINTMENT**

I hereby reappoint Clarice Warner to the Citizen Complaint Authority for a second term of two years beginning on December 16, 2023. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



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Mayor Aftab Pureval



**AFTAB PUREVAL**  
City of Cincinnati, Office of the Mayor

Oct 2023

**APPOINTMENT**

I hereby appoint Daniel Arturo Minera to the Citizen Complaint Authority for a term of two years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



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Mayor Aftab Pureval

# Daniel Arturo Minera



## OBJECTIVE

To communicate my experience as a professional and a community leader in Cincinnati, OH.

## WORK EXPERIENCE

Director ReachOut, Crossroads - Cincinnati, OH	2018-Present
Spiritual Growth Site Leader, Crossroads Church Oakley - Cincinnati, OH	2017-2018
Executive Director, Hispanic Chamber Cincinnati Foundation, Cincinnati, OH	2017-Present
Missions and Outreach Pastor, Amigo Ministries, Cincinnati, OH	2007-Present
Director of Hispanic Outreach, City Gospel Mission – Cincinnati, OH	2011-2017

## EDUCATION

University of Cincinnati, Cincinnati, OH - Pre-Medicine/Biology	
University of Cincinnati, Cincinnati, OH - Emergency Medical Technician	2004

## COMMUNITY EXPERIENCE

Community Engagement Committee, Cincinnati Preschool Promise, Cincinnati, OH	2018-Present
Board Member, Live A Language Foundation, Price Hill, OH	2016-Present
Registered Ordained Pastor, Amigo Ministries, State of Ohio	2013-Present
Tutor and Mentor, City Gospel Mission, Cincinnati, OH	2009-Present
FBI Citizens Academy, Cincinnati, OH	2018
Puerto Rico Relief Mission Trip Coordinator, Juntos Community, Cincinnati, OH	2018
Board Member, Cincinnati Public Schools, Cincinnati, OH	2013-2017
Leadership Cincinnati Class 40, Cincinnati Chamber of Commerce, Cincinnati, OH	2016
DeVos Urban Leadership Cohort, Cincinnati, OH	2015
Leadership Committee, La Viña Community Church, Price Hill, OH	2010-2014
Local School Decision Making Committee Member (LSDMC), Roberts Academy	2010-2012

## RECOGNITIONS

Distinguished Hispanic Ohioan, Ohio Commission of Hispanic and Latino Affairs	2017
Jim Semon Impact Award, Anthony Munoz Foundation Cincinnati, OH	2013
Eagle Scout, Boy Scouts of America	

2023 09249  
**Date:** October 25, 2023

**To:** Mayor Aftab Pureval and Councilmember Meeka Owens  
**From:** Emily Smart Woerner, City Solicitor *ESW*  
**Subject:** **Ordinance – Access to Counsel**

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Transmitted herewith is an ordinance captioned as follows:

**ORDAINING** new Chapter 868, “Tenant Access to Counsel in Eviction Proceedings,” of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

ESW/SDP (dmm)  
Attachment  
386267

# City of Cincinnati

SDP

11/3/23

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

- 2023

**ORDAINING** new Chapter 868, “Tenant Access to Counsel in Eviction Proceedings,” of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

WHEREAS, in the City of Cincinnati, 62 percent of households rent rather than own their home, one of the highest per capita rates in the country; and

WHEREAS, numerous Cincinnati residents are housing insecure and are at risk of homelessness because of eviction; and

WHEREAS, nearly half of tenants living in rental housing in Hamilton County, Ohio are cost burdened by housing, meaning that they spend more than thirty percent of their income on rent; and

WHEREAS, cost-burdened households face an elevated risk of eviction due to income fluctuation, unexpected expenses, and other factors outside of the household’s control; and

WHEREAS, evictions have significant, well-documented, and long-lasting negative effects on the lives of families, including poorer physical and mental health and increased risks of homelessness, unemployment, loss of personal property, damage to credit standing, and relocation into substandard housing; and

WHEREAS, evictions and the subsequent housing instability and displacement damage children by negatively impacting their mental and physical health, decreasing school attendance rates, impeding academic performance, increasing instances of school discipline, and increasing the likelihood of out-of-home placement; and

WHEREAS, eviction additionally creates significant costs for state and local governments related to shelter funding, education funding, health care provided in hospitals instead of community-based providers, transportation costs for youth experiencing homelessness, and foster care; and

WHEREAS, studies have shown that many tenants facing eviction have meritorious defenses that they are not able to assert without assistance of counsel; and

WHEREAS, providing access to counsel to tenants facing eviction is a proven means of preventing the disruptive displacement of families and the resulting social, economic, and public health costs of such displacement; and

WHEREAS, similar programs in other cities across the country have proven a resounding success in preventing eviction and stabilizing housing, including in the Ohio cities of Cleveland and Toledo; and

WHEREAS, within the first two years of its own program promoting access to counsel, the City of Cleveland saw an increase in the percentage of tenants receiving legal representation in eviction court from two percent to sixteen percent; and

WHEREAS, increasing the percentage of represented tenants in eviction proceedings in Cincinnati is desirable to promote access to justice and prevent the devastating consequences of eviction; now, therefore,

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

Section 1. That new Chapter 868, "Tenants' Access to Counsel in Eviction Proceedings,"

of the Cincinnati Municipal Code is hereby ordained as follows:

**Chapter 868 – TENANTS' ACCESS TO COUNSEL IN EVICTION PROCEEDINGS**

**Sec. 868-01. – Definitions.**

For the purpose of this chapter, the words and phrases defined in the sections below shall have the meanings therein respectively ascribed to them, without limiting the generalities of the words, unless a different meaning is clearly indicated by the context.

**Sec. 868-01-A. Access to Counsel Pilot Program.**

"Access to Counsel Pilot Program" is the program defined and created by this Chapter.

**Sec. 868-01-B. Brief Legal Assistance.**

"Brief legal assistance" shall mean individualized legal assistance provided in a single consultation by a legal partner to a covered individual in connection with a covered proceeding.

**Sec. 868-01-C. Community Partner.**

"Community partner" shall mean a non-profit organization or entity with the capacity to provide tenant outreach, engagement, education, and information relating to the Access to Counsel Pilot Program, or to raise or donate funds for contribution to the Access to Counsel Pilot Program, which has been designated by the office of the city manager as a community partner.

**Sec. 868-01-C1. Covered Individual.**

"Covered individual" shall mean any person who occupies a dwelling unit in the city of Cincinnati under a claim of legal right other than the owner, including any tenant in a building owned, operated, or managed by the Cincinnati Metropolitan Housing Authority and:



- (1) Whose annual gross income is not in excess of sixty percent of the area median income, as established by the United States Department of Housing and Urban Development for the Cincinnati metropolitan area, adjusted for household size, and as may be updated from time to time (“AMI”);
- (2) Is presently subject to imminent threat of eviction; and
- (3) Has not been awarded rental assistance funds from the city’s Access to Counsel Pilot Program within twelve months prior to their current application.

**Sec. 868-01-C2. Covered Proceeding.**

“Covered proceeding” shall mean any judicial or administrative proceeding to evict or terminate the tenancy or housing subsidy of a covered individual, any proceeding initiated to protect the tenancy of a covered individual under R.C. 5321.07, any proceeding deemed by a legal partner as the functional equivalent of such a proceeding, or any first appeal of such a proceeding.

**Sec. 868-01-F. Full Legal Representation.**

“Full legal representation” shall mean ongoing legal representation provided by any designated organization to a covered individual, and all legal advice, advocacy, and assistance associated with such representation. Such representation includes, but is not limited to, the filing of a notice of appearance on behalf of the covered individual in a covered proceeding.

**Sec. 868-01-F1. Funds Administration Partner.**

“Funds Administration Partner” shall mean an organization or entity that has the capacity to administer rental assistance funds for the Access to Counsel Pilot Program and has entered into contract with the city to do so.

**Sec. 868-01-I. Imminent Threat of Eviction.**

“Imminent threat of eviction” shall mean either:

- (1) The filing of a covered proceeding; or
- (2) The receipt of a notice to leave premises, as defined by R.C. 1923.04, within sixty days prior to application.

**Sec. 868-01-L. Legal Partner.**

“Legal partner” shall mean a not-for-profit organization or an entity to be determined by the city manager’s office that has the capacity to provide legal services per the standards

set by the American Bar Association Standards for the Provision of Civil Legal Aid to covered individuals in one or more covered proceedings and has entered into contract with the City or the Funds Administration Partner to provide such services.

**Sec. 868-01-L1. Legal Services.**

“Legal services” shall mean any legal representation provided to a covered individual, including brief legal assistance and full legal representation.

**Sec. 868-01-A. Rental Assistance Funds.**

“Rental assistance funds” shall mean monetary funds designated by contract with the city for provision of rental assistance to covered individuals.

**Sec 868-03. – Legal Representation and Rental Assistance in Eviction Proceedings.**

- (a) Covered individuals shall receive legal services, rental assistance funds, or both from the legal partners or funds administration partner, as applicable, under contract with the city. If legal services are provided in a covered proceeding, the legal partner shall provide those services as soon as possible after the initiation of the covered proceeding and in accordance with ABA standards.
- (b) The provision of legal services through legal partners as described in section 868-03(a) is contingent upon additional legislative authority authorizing and appropriating the funds for a contract between the city and legal partners and is subject to any terms and conditions contained in such agreement.
- (c) The provision of rental assistance funds through a funds administration partner as described in Section 868-03(a) is contingent upon additional legislative authority authorizing and appropriating the funds for a contract between the city and the funds administration partner and is subject to any terms and conditions contained in such agreement.
- (d) If the projected or actual need for legal services or rental assistance funds exceeds the available funds, the provision of legal services or rental assistance funds may be prioritized by reasonable standards set by the City, the legal partners, and the funds administration partners.
- (e) Legal partners and the funds administration partners shall work with the city and community partners to engage and educate tenants of their rights and available resources.
- (f) Legal partners and the funds administration partners shall be contractually obligated by the City to collect, retain, and report pre-determined data and performance metrics to the City on a quarterly basis, and to adhere to quality assurance standards set by the City based on ABA standards. All such contractual

obligations must be satisfied in order to receive an on-going contract to provide legal services or administer rental assistance funds under this chapter.

- (g) Any legal services performed by a designated organization under this section shall not supplant, replace, or satisfy any obligations or responsibilities of that designated organization under any other program agreement or contract with the City.
- (h) Nothing in this chapter, or in the administration or application of this chapter, shall be construed to create a private right of action on the part of any person or entity against the City of Cincinnati or any agency, official, or employee of the City of Cincinnati.
- (i) If any provision or section of this chapter or the enforcement of any provision or section is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision or section of this chapter. To this end, each of the provisions and sections of this chapter are severable.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

20231020 2242

**Date:** October 18, 2023

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *ESW*  
**Subject:** **Resolution – Honoring Anthony Simms-Howell**

---

Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** Anthony Simms-Howell as a 2023 Hispanic Heritage Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his contributions as a founding member of the African American and Hispanic Chamber of Commerce as well as his service on the Ohio Commission on Hispanic/Latino Affairs and service with the League of United Latin American Citizens (LULAC) Cincinnati

ESW/MSS(dmm)  
Attachment  
391205

**RESOLUTION NO. \_\_\_\_\_ - 2023**

**RECOGNIZING** Anthony Simms-Howell as a 2023 Hispanic Heritage Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his contributions as a founding member of the African American and Hispanic Chamber of Commerce as well as his service on the Ohio Commission on Hispanic/Latino Affairs and service with the League of United Latin American Citizens (LULAC) Cincinnati.

WHEREAS, Anthony grew up in the Republic of Panama and, shortly after he and Julieta were wed, with the young couple expecting their first child, they emigrated to the United States when the Panamanian government was overthrown in 1968; and

WHEREAS, after arriving in Cincinnati, he received a Bachelor of Arts in Accounting from Union Institute and University and later became a Commissioner for the Ohio Commission on Hispanic/Latino Affairs, where he has served for over 25 years; and

WHEREAS, the couple began worshiping at Christ Church Cathedral, where they became actively involved with the parish; and

WHEREAS, Anthony became concerned by instances of violence against Hispanic/Latino community members in Price Hill and started working with Santa Maria, which he had first heard about when he began serving on the Ohio Commission on Hispanic/Latino Affairs, to address these issues; and

WHEREAS, Anthony's and Santa Maria's work with Hispanic families in Price Hill initially drew the couple to support Santa Maria, and, in the early 2000s, Santa Maria began assisting the rapidly growing Hispanic/Latino community in Price Hill; and

WHEREAS, the Bienestar program, a Hispanic Health Access Initiative, was in its infancy at Santa Maria when Anthony joined Santa Maria's Board of Directors in 2003; and

WHEREAS, Anthony was proud to be among the board members who created the Bienestar Luncheon, which celebrated Hispanic advocacy and community empowerment, and also included the Sister Margarita Brewer Hope Award, presented to exceptional individuals devoted to enhancing health and education options for the Hispanic/Latino population; and

WHEREAS, Anthony has had an amazing career and continues to serve on various boards and committees, including being a founding member of the Hispanic Chamber of Commerce USA, African American Chamber of Commerce, and the League of United Latin American Citizens; and

WHEREAS, he and Julieta have received numerous awards throughout the nation, including being named Champions for Inclusion by Bridges for a Just Community in 2013 for their contributions to the improvement of human relations, inclusion, and justice in the community; and

WHEREAS, Anthony was inducted into the Ohio Civil Rights Hall of Fame in 2011 and selected by the Cincinnati Bengals as the Cincinnati recipient of the NFL Hispanic Heritage Leadership Award in 2014; now, therefore,

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

Section 1. That the Mayor and this Council recognize Anthony Simms-Howell as a 2023 Hispanic Heritage Month honoree for his numerous contributions to the Cincinnati community.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Anthony Simms-Howell through the office of Vice Mayor Jan-Michele Lemon Kearney.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

Submitted by Vice Mayor Jan-Michele Lemon Kearney



207307248  
**Date:** October 25, 2023

**To:** Councilmember Victoria Parks  
**From:** Emily Smart Woerner, City Solicitor *ESW*  
**Subject:** **Resolution – Bus Driver Assaults**

---

Transmitted herewith is a resolution captioned as follows:

**ENCOURAGING** the Ohio General Assembly to pass legislation making it a felony to assault public transit system workers in Ohio.

ESW/KKF(dmm)  
Attachment  
390897

## RESOLUTION NO. \_\_\_\_\_-2023

ENCOURAGING the Ohio General Assembly to pass legislation making it a felony to assault public transit system workers in Ohio.

WHEREAS, the safety and well-being of public transit system workers are of paramount importance to the City of Cincinnati and the State of Ohio; and

WHEREAS, public transit system workers provide an essential service by ensuring the mobility of countless residents and visitors, which contributes to the economic vitality of our communities; and

WHEREAS, public transit system workers, particularly operators of buses, rail, and other transit vehicles, face significant risks in carrying out their duties, including verbal abuse, threats, and physical assaults; and

WHEREAS, assaults on public transit system workers not only endanger the lives and safety of these dedicated public servants but also compromise the overall safety of passengers and the community at large; and

WHEREAS, the current legal framework in Ohio does not adequately deter or punish individuals who assault public transit system workers, leaving them without the protection they need to perform their vital roles; and

WHEREAS, several other states have enacted laws making assaults on public transit system workers a felony, effectively increasing penalties for such offenses and thereby deterring potential perpetrators; and

WHEREAS, enacting similar legislation in Ohio would send a strong message that the State of Ohio values the safety and well-being of public transit system workers and is committed to ensuring their protection; now, therefore,

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

Section 1. That this Council encourages the Ohio General Assembly to pass legislation making it a felony to assault public transit system workers in Ohio.

Section 2. That the legislation should include appropriate penalties that reflect the severity of the offense, with provisions for increased penalties in cases of aggravated assault or repeat offenses.

Section 3. That the City of Cincinnati calls upon law enforcement agencies, transit authorities, and relevant stakeholders to work collaboratively to develop policies and procedures to ensure the effective enforcement of the legislation.

Section 4. That this resolution be spread upon the minutes of Council and that a copy of this resolution be transmitted to the Governor of Ohio, Ohio Senate President Matt Huffman, Ohio Speaker of the House Jason Stephens, Ohio Senator Catherine Ingram, and Ohio Representative Sedrick Denson.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

Submitted by Councilmember Victoria Parks

202307273  
**Date:** October 25, 2023

**To:** Councilmembers Liz Keating and Mark Jeffreys  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Resolution – Supporting Ohio Substitute House Bill No. 56**

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Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** support from the Council of the City of Cincinnati for Ohio Substitute House Bill 56.

EESW/KKF(dmm)  
Attachment  
391743

## RESOLUTION NO. \_\_\_\_\_ - 2023

**EXPRESSING** support from the Council of the City of Cincinnati for Ohio Substitute House Bill 56.

WHEREAS, across the country, and in particular Ohio, lives have been put in danger over reckless and irresponsible actions taken by drivers during street takeovers; and

WHEREAS, Ohio Substitute H.B. No. 56 increases penalties for fleeing from law enforcement, requires law enforcement to have a written policy governing the pursuit of a motor vehicle, and increases penalties for involvement in street takeovers; and

WHEREAS, a street takeover happens when the regular flow of vehicle or pedestrian traffic is blocked or impeded for the purpose of street racing or stunt driving on any public road, street, highway, or private property that is open to the public; and

WHEREAS, during street takeovers, actions such as speeding, street racing, burnouts, doughnuts, drifting, engine revving and allowing passengers to ride partially or fully outside the vehicle have endangered lives of Cincinnati residents; and

WHEREAS, there have been an uptick in street takeovers in Cincinnati; and

WHEREAS, Council has prioritized pedestrian safety with historic investment in pedestrian and traffic safety to save lives; and

WHEREAS, Cincinnati should be a place where residents and visitors feel safe on the streets, no matter the form of transportation they use; and

WHEREAS, Ohio Substitute H. B. No. 56 was introduced by Dayton area Ohio Representatives Phil Plummer and Andrea White to combat street takeovers in their districts and many jurisdictions across the state; and

WHEREAS, Ohio Substitute H. B. No. 56 passed through the House Criminal Justice Committee unanimously with bipartisan support and is awaiting vote by the 135th General Assembly; and

WHEREAS, passing this law will aid local law enforcement and local prosecutors in protecting innocent lives; now, therefore,

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

Section 1. That this Council hereby expresses support for Ohio Substitute House Bill 56 and strongly encourages the Ohio 135th General Assembly to pass this legislation to support police officers across the state to combat this irresponsible and reckless activity.

Section 2. That this resolution be spread upon the minutes of Council and that a copy of the resolution be transmitted to Ohio Representatives Phil Plummer, Andrea White, and Cindy Abrams.

Passed: \_\_\_\_\_, 2023

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Aftab Pureval, Mayor

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

Submitted by Councilmembers Liz Keating and Mark Jeffreys





**Liz Keating**  
Councilmember

## Motion

**WE MOVE** that the administration provide a report detailing all childcare programs facilitated by the Cincinnati Recreation Commission, including, but not limited to day camps, mini camps, and CRC-led before and after school care at Cincinnati Public Schools. These reports should include how many students are currently enrolled, how many were waitlisted and/or denied, which locations and age groups have the highest demand, and how many could be potentially accepted given certain investments such as increased staffing and supplies.

**WE FURTHER MOVE** that this report includes detailed costs to expand CRC-led childcare programs, on-going operating costs, recruitment and retention bonuses to meet staffing requirements, and other costs related to maintaining capacity levels to meet the existing and anticipated future demand.

**WE FURTHER MOVE** that this report is released at the same time as the report requested in Motion 202302108 and the funding appropriated for the Financial Freedom program is used as the source for expanding access to CRC-led childcare programs. Childcare is one of the most vulnerable industries and is the gateway to employment for Cincinnati families while supporting financial stability and revenue generation for the City.

## **Statement**

Many Cincinnati parents and caregivers - and particularly women - are unable to enter or re-enter the workforce due to a lack of childcare. According to the Office of Performance and Data Analytics research, 1 in 10 Cincinnati residents consider a lack of childcare as a barrier to job mobility, with the largest concern being access to childcare for second and third shift workers. Many Cincinnati childcare centers are not operating at full capacity due to staffing shortages and consistent turnover. Several of Cincinnati's largest employers face labor shortages because their employees and potential employees lack access to childcare.

The childcare programs by Cincinnati Recreation Commission (CRC) provide a safe, structured, healthy, and fun environment for kids before and after school and during the summer break. The need for a safe place for kids outside of school is critical as the City experiences a rise in youth gun violence.

With the change of the bussing logistics for CPS schools, some CPS schools start as late as 9:30 and others dismiss as early as 2:10. These school schedules are not conducive to working parents and caregivers. In order to alleviate the stress and demand of managing a full-time job and lack of childcare, the City must expand CRC before and after care programs at Cincinnati Public Schools to accommodate all families who request the service.

Childcare is a key component to combating poverty and setting our children up for future success. For parents and caregivers, childcare is the biggest barrier to landing, maintaining, and succeeding in a job. It opens the door for paychecks to come home to families. Without stable childcare, maintaining a job is virtually impossible.

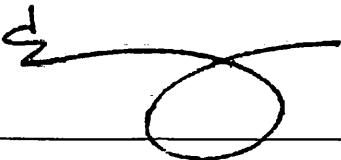
Society still functions as if every family has two parents - one who is the breadwinner and one who stays home to raise the children. This is not reality for the vast majority of Cincinnatians and the City must operate with a different mentality and expand its childcare programs to meet demand. The City has the ability to have a positive impact on the childcare industry through CRC-led programs and help parents and caregivers maintain employment.

The childcare services provided by CRC create revenue for the City of Cincinnati, maximizing the benefit to the City when the programs are operating at full capacity. Revenue-generating programs are critical for the financial health of the City.

When barriers to childcare are removed, more parents and caregivers can go to work, which means more paychecks going home to build financial stability for families. An increase in the Cincinnati workforce will grow Cincinnati's tax base without an additional tax burden on Cincinnati families.

Childcare workers are underpaid in an industry with extremely thin margins. This investment could provide much needed supplemental income to childcare professionals, helping these workers in an economy with inflation and rising cost of living. Supporting childcare workers helps provide working parents the flexibility to be active contributors to the economy.

With an anticipated budget deficit in the next fiscal year, Council should focus on immediate revenue-generating programs, economic growth, and tax base expansion. This program would impact all three, creating a larger positive impact on the City's financial health.



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Councilmember Liz Keating

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202302256

**Jan-Michele Lemon Kearney**  
Vice Mayor

October 19, 2023

## **Motion to Ensure Equity in the Disbursement of Proceeds from the Sale of the Cincinnati Southern Railway (CSR)**

WE MOVE that the City of Cincinnati take the following actions to ensure equity in the disbursement of the proceeds of the sale of the Cincinnati Southern Railway so that our underserved neighborhoods benefit from the proceeds from the sale in terms of both existing infrastructure and new economic development opportunities:

1. The City shall analyze the demographics of the beneficiaries most directly affected by each proposed project and identify those projects that can deliver the most benefit to historically underserved minority and low-income communities.
2. The City shall create a dashboard on the City's website to create transparency with the spending of the proceeds from the sale of the Cincinnati Southern Railway, and that dashboard shall track each project, including but not limited to providing information on neighborhood, demographics served, and amount invested.
3. **The City shall create two funds** to ensure that our 15 most underserved neighborhoods (the "Rising 15") benefit from the proceeds of the sale of the CSR as follows:
  - a. Demographic and socioeconomic data information for Cincinnati's neighborhoods was used to create the "Rising 15": the 15 neighborhoods most in need of economic benefits, as shown by the Attachment attached hereto. The Attachment also includes Tax Increment Financing (TIF) information to show availability or lack thereof of current neighborhood resources for economic development in the Rising 15 neighborhoods.
  - b. **FUND 1 ("Rising 15 Railroad Fund"):**
    - 1) In addition to inclusion in the infrastructure plans across all neighborhoods, the City will allocate at least 10% of the annual return on investment on the proceeds from the sale of the CSR to the Rising 15 Railroad Fund. *The population of the Rising 15 neighborhoods comprises approximately 20% of the City's population. The 10% minimum is based on the fact that some of the infrastructure projects, such as renovation of healthcare centers, directly affect residents of the Rising 15 neighborhoods although the residents do not live in those neighborhoods.*

- 2) Rising 15 Railroad Fund expenditures must be restricted to projects that meet the statutory criteria for the use of proceeds from the sale of the CSR.
- c. **FUND 2 (“Rising 15 Economic Development Fund”)** to create economic development opportunities for new infrastructure projects in our underserved neighborhoods, given that state law restricts the proceeds of the sale of the CSR to existing infrastructure:
  - 1) The Rising 15 Economic Development Fund shall be an allocation of \$25 million including at least \$3 million annually from the funds “loosened” from the City’s general capital budget due to proceeds from the sale of the Cincinnati Southern Railway supplementing funding on existing infrastructure.
  - 2) The Community Advisory Committee shall make recommendations to the City Manager on economic development projects for the Rising 15 neighborhoods after community engagement on the projects.
  - 3) When the \$25 million allocation to the Rising 15 Economic Development Fund is realized, the Community Advisory Committee shall make recommendations to the City Manager on further funding, including continuation of an annual contribution of \$3 million.
  - 4) City Council shall vote on the Community Advisory Committee’s recommendations that involve City funding or other City resources.

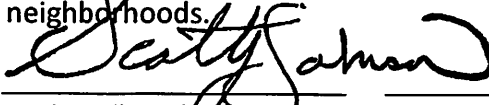
**4. The City Manager shall establish a Community Advisory Committee:**


- a. The City Manager shall create, recommend and manage a transparent public application process for the Community Advisory Committee.
- b. The City Manager shall appoint seven (7) community members to a Community Advisory Committee.
- c. The appointed Community Advisory Committee’s purpose shall be as follows:
  - 1) review efforts across the country to repair the damage done by slavery and race discrimination and use that research and study to improve efforts to close the wealth gap in Cincinnati.
  - 2) make recommendations to the City Manager on economic development projects for the Rising 15 neighborhoods.
- d. The Community Advisory Committee shall meet with the City Manager at least semi-annually to give updates on economic development projects as well as progress on closing the wealth gap.
- e. City Council shall vote on the Community Advisory Committee’s recommendations that involve City funding or other City resources.

5. **Economic Inclusion:** City Council adopted an equitable development model in February 2023 as a pilot for the Convention Center. This model shall apply to projects funded through the sale of the railroad, including:
  - a. A minimum inclusion of 20% MBE and 10% WBE businesses annually in projects funded with the railway sale dollars.
  - b. Joint ventures with developers that include minority-owned or women-owned developers shall be encouraged to meet the diversity & inclusion goals.
  - c. The City administration shall create a plan for access to capital for minority-owned and women-owned businesses.
  - d. The City shall proactively work to assist minority-owned and women-owned businesses to overcome the barrier of first-time bonding.

6. **Annual Report:** The City will provide an annual report to City Council on the results of the expenditures in the Rising 15 neighborhoods.

  
 Vice Mayor Jan-Michele Lemon Kearney

  
 Councilmember Scotty Johnson

  
 President *Pro Tem* Victoria Parks

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## STATEMENT

Equity is one of the City Manager's main criteria for allocating Cincinnati Southern Railway sale proceeds to neighborhood infrastructure projects across the City. This motion is to further ensure that the most underserved neighborhoods equitably benefit from the railway sale proceeds. The provision of a dashboard showing ongoing allocations of the railway sale proceeds with information such as amounts, demographics, and neighborhoods, provides transparency to the public.

In addition to equitable allocation of the railway sale proceeds, this motion includes applying the equitable development model passed by City Council in February 2023 as a pilot for the Convention Center to projects funded through the sale of the railroad.

The Attachment to this motion shows socioeconomic data on the most underserved neighborhoods in Cincinnati (the "Rising 15") for the purpose of ensuring that these neighborhoods receive substantial benefits from the proceeds of the sale of the Cincinnati Southern Railway both in terms of repair or replacement of existing infrastructure (Fund 1) and new infrastructure projects (Fund 2).

There is a great need in the Rising 15 neighborhoods for funds (Fund 2) for economic development – that is, new infrastructure projects that under state law cannot be funded by railway sale proceeds. As shown by the Attachment, several of the Rising 15 neighborhoods have zero dollars in Tax Increment Finance funds (TIF). TIF Districts, created through TIF District Ordinances, take increases in property tax revenue from new development and use the funds to finance public improvement projects in the designated districts. The increment collected in these districts can be used to make public improvements that benefit the neighborhood/district in which the increment was collected.

Fund 2 dollars are from the funds "loosed" or saved in the City's general capital budget due to the use of railway sale proceeds. While not a part of this motion, it should be noted that a plan is underway with the City and Homebase for neighborhoods lacking a community development corporation (CDC) to have the assistance of an existing CDC to create and execute new infrastructure projects which the Rising 15 Economic Development Fund (Fund 2) could help to fund.

The City Manager, through a transparent process, would appoint seven community member to a Community Advisory Committee. The Committee would ensure community engagement and manage the process by which Fund 2 dollars are allocated for economic development in underserved neighborhoods. The Community Advisory Committee also would assist with ongoing research and recommendations for closing the City's racial wealth gap.



<b>Rising 15 Neighborhoods</b>	<b>Black or African American alone or in combination with one or more other races</b>	<b>Median household income (dollars)</b>	<b>TIF balance as of 9/29/23</b>
Villages at Roll Hill	90 percent	\$11,327	\$ -
Millvale	92 percent	\$12,272	\$ -
English Woods	89 percent	\$14,309	\$ -
Lower Price Hill	52 percent	\$15,987	\$ 4,094,945.45
Queensgate	52 percent	\$15,987	\$ 11,141,506.37
Winton Hills	86 percent	\$17,949	\$ -
South Fairmount	62 percent	\$19,343	\$ 67,997.66
West End	82 percent	\$19,499	\$ 1,598,868.68
East Westwood	83 percent	\$20,929	\$ -
Avondale	85 percent	\$24,250	\$ 21,800,733.42
Roselawn	86 percent	\$24,575	\$ 354,575.67
Mt. Airy	65 percent	\$27,920	\$ 639,236.51
East Price Hill	39 percent	\$30,112	\$ 5,151,893.29
South Cumminsville	89 percent	\$31,288	\$ 81,992.17
North Fairmount	78 percent	\$33,882	\$ 35,854.28

**Source for Columns B & C: Cincinnati Office of Performance and Data Analytics (OPDA)**

**Source for Column D: Cincinnati Dept. of Finance**

(83) Budget + Finance  
J-MLR



20230227

**Seth Walsh**  
Councilmember

10/18/2023

## MOTION

*To Produce a Report on the Impact to Response Times in Neighborhoods Formerly in District 5*

**WE MOVE** that the administration produces a report within ninety (90) days after the closure of the Cincinnati Police Department's District 5 headquarters on the impact to response times in neighborhoods formerly contained within District 5 compared to historic trends. The report should include updates on the transition to CPD Districts 1, 3 and 4 with a focus on the response times to neighborhoods that were formerly in District 5 (College Hill, Mt. Airy, Northside, Camp Washington, Winton Hills, Spring Grove Village, Clifton and CUF).

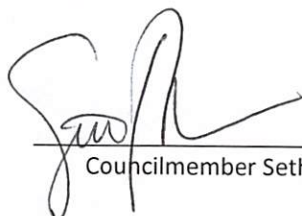
## BACKGROUND

This motion is intended to give an update after the transition is complete on what, if any, impacts there have been to services and response times in the neighborhoods formerly contained within Cincinnati Police Department District 5 following their reassignment into other districts.

In May of 2023, it was announced that Cincinnati Police District 5 would be dissolved and dispersed among the other five districts by the end of the year. This decision was based on data points including service calls, crime, population, and optimal staffing analyses.

College Hill, Mt. Airy, Northside and Camp Washington were reassigned to District 3 from District 5. Winton Hills, Spring Grove Village and Clifton were reassigned to District 4 from District 5. CUF was reassigned to District 1 from District 5. Mt. Auburn, Walnut Hills, and Mt. Adams were also reassigned in corresponding moves.

The personnel of District 5 must be out of the current building by December 31, 2023 – the expiration of the current lease. According to the administration, personnel have been or will be reassigned to a new district, and the redistricting plan will not result in any job loss or demotions.

  
Councilmember Seth Walsh

  
Councilmember Scotty Johnson

ZTB

10/24/23

8038308-10

Antonio [Signature]

Date: 10/25/2023

To: Mayor and Members of City Council 202302214  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Straight Street Hill Climb**

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In accordance with Cincinnati Municipal Code, Chapter 765; Greg McCormick has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Straight Street Hill Climb  
EVENT SPONSOR/PRODUCER: Running Time, LLC  
CONTACT PERSON: Greg McCormick  
LOCATION: Straight Street (Between West McMicken & University Court)  
DATE(S) AND TIME(S): 11/19/2023 9:00am—11/19/2023 10:30am  
EVENT DESCRIPTION: 47th Anniversary of this annual event. Run, Walk or Bike up Straight Street. Proceeds benefit Cincinnati Soap Box Derby. Course is from McMicken to top of hill at University.  
ANTICIPATED ATTENDANCE: 120  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Colonel Teresa A. Theetge, Police Chief

**Date:** October 25, 2023

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

202302223

**From:** Sheryl M. M. Long, City Manager

**Subject:** **Liquor License – NEW**

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 49489070005  
**PERMIT TYPE:** NEW  
**CLASS:** D5J  
**NAME:** KWS VENTURES LLC  
**DBA:** NONE LISTED  
3410 TELFORD ST  
CINCINNATI, OH 45220

On September 25, 2023 the Clifton Towne Meeting was notified of this application and does not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 14, 2023

**Date:** October 25, 2023

**To:** Mayor and Members of City Council  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Liquor License – NEW**

202302231

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 6485212  
**PERMIT TYPE:** NEW  
**CLASS:** D5  
**NAME:** OAKLEY GREENS LLC  
**DBA:** NONE LISTED  
3065 VANDERCAR WAY  
CINCINNATI, OH 45209

On September 25, 2023 the Oakley Community Council was notified of this application and does not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 17, 2023

**Date:** October 25, 2023

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

202302232

**From:** Sheryl M. M. Long, City Manager

**Subject:** **Liquor License – NEW**

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 75094090015  
**PERMIT TYPE:** NEW  
**CLASS:** D5  
**NAME:** ROOKWOOD POTTERY RESTAURANT LLC  
**DBA:** NONE LISTED  
1077 CELESTIAL ST  
CINCINNATI, OH 45202

On October 2, 2023 the Mt Adams Civic Association was notified of this application and does not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

**MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 21, 2023**



October 25, 2023

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

202302233

**From:** Sheryl M. M. Long, City Manager

**Subject: Ordinance – DOTE: Local Major Bridge Program Grant Application**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$10,000,000 from the Ohio Department of Transportation’s Local Major Bridge program to provide resources for design and construction services associated with major preventative maintenance work on the Hopple Street Viaduct.

This Ordinance authorizes the City Manager to apply for a grant of up to \$10,000,000 from the Ohio Department of Transportation (ODOT)’s Local Major Bridge program to provide resources for design and construction services associated with major bridge preventative maintenance work on the Hopple Street Viaduct.

The grant program requires a twenty percent local match, which the City would provide from future and existing “Maintenance Fund for Bridges” capital improvement program project accounts, which will be identified if grant resources are awarded. No new FTEs/full time equivalents are required.

The City applied for the grant by the October 15<sup>th</sup> deadline but will only accept grant resources with City Council approval.

Applying for grant resources to enable major preventative maintenance on the Hopple Street Viaduct is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for a grant of up to \$10,000,000 from the Ohio Department of Transportation’s Local Major Bridge program to provide resources for design and construction services associated with major preventative maintenance work on the Hopple Street Viaduct.

WHEREAS, through its Local Major Bridge Program the Ohio Department of Transportation (ODOT) distributes federal resources to counties and municipalities for bridge rehabilitation and preventative maintenance on local major bridges; and

WHEREAS, the Hopple Street Viaduct, a local major bridge, requires preventative maintenance; and

WHEREAS, the grant program requires a twenty percent local match, which the City would provide from future and existing “Maintenance Fund for Bridges” capital improvement program project accounts, which will be identified if grant resources are awarded; and

WHEREAS, the City intends to apply for this grant by the October 15, 2023 deadline but will only accept grant resources for which matching funds are available and only if separately approved by Council; and

WHEREAS, no new FTEs/full time equivalents are associated with acceptance of this grant; and

WHEREAS, applying for grant resources to enable major preventative maintenance on the Hopple Street Viaduct is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 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 apply for a grant of up to \$10,000,000 from the Ohio Department of Transportation’s Local Major Bridge program to provide resources for design and construction services associated with major preventative maintenance on the Hopple Street Viaduct.

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

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

Date: October 25, 2023

To: Mayor and Members of City Council 202302234  
From: Sheryl M. M. Long, City Manager  
Subject: EMERGENCY ORDINANCE – Cincinnati Streetcar Agency Safety Plan

---

Attached is an emergency ordinance captioned as follows:

**APPROVING** the revised Public Transportation Agency Safety Plan for the Connector as recommended by the streetcar’s Accountable Executive and Chief Safety Officer.

The Federal Transit Administration requires that the Cincinnati Streetcar implement a Public Transportation Agency Safety Plan (“PTASP”) approved by City Council. The PTASP must also be updated annually due to continuous safety improvements. The PTASP has been revised with the following updates:

- Updated Public Transportation Agency Safety Plan review date to November 1<sup>st</sup> to fall in line with Ohio Department of Transportations’ annual review. (Section 11)
- Added reference to Continuity of Operations Plan (COOP) developed by the City and Transdev. (Section 32.2)
- Updated how rules compliance activities are monitored and how Transdev assures Quality Assurance and Quality Control. (Sections 34.4 and 35)
- Removed City Transit Coordinator from signature page.
- Added strategies to minimize exposure to infectious disease. (Section 26.7)
- Added employee safety reporting protection from disciplinary action. (Section 23)
- Added employee conduct that is not protected from disciplinary action. (Section 23)
- Detailed how the City will respond to emergency Corrective Action Plans (CAP) and submit CAPs to the State Safety Oversight Agency. (Section 31)
- Added the Accountable Executive’s review and signature of materials regarding the conduct and results of internal safety reviews. (Section 33)
- Updated table of contents.

The emergency ordinance is necessary to meet the end of the year deadline.

The Administration recommends passage of the attached ordinance.

Attachment A – Streetcar Agency Safety Plan (PTASP)

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

**EMERGENCY**

**JRS**

**-2023**

**APPROVING** the revised Public Transportation Agency Safety Plan for the Connector as recommended by the streetcar’s Accountable Executive and Chief Safety Officer.

WHEREAS, the City is a rail transit agency subject to Federal Transit Administration (“FTA”) requirements governing such transit agencies; and

WHEREAS, the FTA promulgated Title 49 Code of Federal Regulations (CFR) Part 673, which requires that rail transit agencies subject to state safety oversight must establish a Public Transportation Agency Safety Plan (“PTASP”); and

WHEREAS, 49 CFR Part 674 requires the appropriate State Safety Oversight Agency, the Ohio Department of Transportation (“ODOT”) in the case of the streetcar, to ensure that each transit agency has a PTASP compliant with 49 CFR Part 673; and

WHEREAS, in addition, Ohio Revised Code Section 5501.56 and 49 CFR Part 673 together require that an agency PTASP must be approved by each transit agency’s board of directors or an equivalent authority, in this case City Council; and

WHEREAS, the City Manager, in her capacity as the Accountable Executive for the streetcar, and the Chief Safety Officer for the streetcar have since further revised the PTASP to ensure the streetcar’s ongoing safe operation; and

WHEREAS, the City’s revised PTASP maintains a sufficiently explicit process for safety risk management with adequate means of risk mitigation for the streetcar; includes a process and timeline for annually reviewing and updating the safety plan; includes a comprehensive training program for the operations personnel directly responsible for streetcar safety; identifies an adequately trained safety officer who reports directly to the Accountable Executive; includes adequate methods to support the execution of the PTASP by all employees, agents, and contractors for the streetcar; and sufficiently addresses other requirements provided in 49 CFR Part 673; now, therefore,

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

Section 1. That the revised Cincinnati Streetcar Agency Safety Plan, attached hereto as Attachment A and incorporated herein, is approved as the required Public Transportation Agency Safety Plan (“PTASP”) for the Connector, the streetcar system located in downtown and Over-the-Rhine.

Section 2. That the City Manager and all appropriate City officials are authorized to send the revised Cincinnati Streetcar Agency Safety Plan to the Ohio Department of Transportation (“ODOT”), the State Safety Oversight Agency for the streetcar, for review and approval.

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 submit the revised Cincinnati Streetcar Agency Safety Plan to the Ohio Department of Transportation within the required time frame.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

# CINCINNATI STREETCAR AGENCY SAFETY PLAN



801 PLUM STREET  
CINCINNATI, OHIO 45202

OCTOBER 1, 2023

REVISION 6

**RECORD OF REVISIONS**

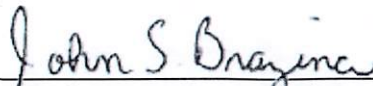
<b>Revision #</b>	<b>Revised By</b>	<b>Date</b>	<b>Issue/Revision Description</b>
0	TJ Thorn	8/27/2019	Original Draft Document
1	TJ Thorn	10/21/2019	Removed references to Authority (meaning SORTA) in appropriate sections of the document, added a description of an “adequately trained” CSO in 22.2, added feedback process language to Section 23.
2	Paul Conway	4/8/2020	Update signature block and minor grammar edits.  Remove interim status.
3	Les Shaw	4/15/2020	Replaced the “CEO” with the “City Manager,” who is the Accountable Executive.  Replaced the “Engineering and Project Management” with the “Department of Transportation and Engineering.”  Replaced “ENP text messages from the RCC” with “text messages from the City.”  Replaced “Security Director” with “Chief Safety Officer.”  Removed the fire training video statement.
4	Paul Conway	7/20/2021	Update current roles and dates.  Update table of contents.  Add PTSCTP training for City Staff (CSO, Streetcar Director, Transit Coordinator).  Update Safety Performance Targets.  Add City Address to Title page.  Update and sign policy statement.
5	Paul Conway	5/10/2022	Updated ASP review date to April 30 <sup>th</sup> (Section 14).  Removed reference to GATIS worksheet and updated SMS implementation (Section 17).  Employee Safety Committee added (Section 22.6).




			<p>Employee suggestion box added to employee reporting (Section 23).</p> <p>Transit operators de-escalation training added (Section 32.5).</p> <p>Updated the City personnel that must go through a specific technical transit training (Section 41.1).</p> <p>Updated to include the separate, overarching training plan included in the Operations and Maintenance plans (Section 41.2).</p> <p>Update table of contents.</p>
6	Paul Conway	10/1/2023	<ul style="list-style-type: none"> <li>-Update ASP review date to November 1<sup>st</sup> to fall in line with ODOT’s annual review, Section 11</li> <li>-Add reference to Continuity of Operations Plan (COOP) developed by the City and Transdev, Section 32.2</li> <li>-Update how rules compliance activities are monitored and how does Transdev assure QA / QC. (Sections 34.4 and 35)</li> <li>-Remove City Transit Coordinator from signature page</li> <li>- add strategies to minimize exposure to infectious disease (Section 26.7)</li> <li>- added employee safety reporting protection from disciplinary action (Section 23)</li> <li>-added employee behavior that is not protected from disciplinary action (Section 23)</li> <li>-detail how the City will respond to emergency Corrective Action Plans and submit CAPs to the SSOA(section 31)</li> <li>-added the Accountable Executive’s review and signature of materials regarding the conduct and results of internal safety reviews. (section33)</li> <li>-update table of contents</li> </ul>

**Agency Safety Plan Review and Approval**

Approved by:  10 / 9 / 23  
Accountable Executive

Reviewed by:  10 / 9 / 23  
Director of Transportation and Engineering

Reviewed by:  10 / 06 / 2023  
Streetcar Deputy Director

Reviewed by:  10/1/23  
Chief Safety Officer of Streetcar Services

Reviewed by:  10 / 6 / 2023  
Cincinnati Streetcar General Manager

Approval by City Council

This plan was approved by the City Council of the City of Cincinnati on \_\_\_/\_\_\_/\_\_\_ and reflected in the official, approved council minutes. A copy of the resolution is contained in the Appendices.

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## **1. Definitions**

A list of definitions based upon those listed in 49 CFR Part 673.5 is contained in the Appendices.

## **2. Acronyms**

A list of acronyms utilized in this Plan is contained in the Appendices.

## **3. Introduction**

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (ASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The effective date of this rule is July 19, 2019. As a result, Transit operators must certify they have a safety plan in place meeting the requirements of the rule by July 20, 2020. The plan must be updated and certified by the transit agency annually.

## **4. Applicability**

As a recipient of funds under 49 U.S.C. 5307 the City of Cincinnati is required to develop a Public Transit ASP. This document will serve as the ASP for Cincinnati Streetcar.

## **5. Policy**

Cincinnati Streetcar has adopted the principles and methods of SMS as the basis for enhancing safety and will follow the principles and methods of SMS in the delivery of service to our community.

## **6. Transition from SSPP to ASP**

Cincinnati Streetcar previously utilized a System Safety Program Plan (SSPP), which documented the overall safety program. The Plan was previously approved by the State Safety Oversight (SSO) Program of the Ohio Department of Transportation (ODOT) and the Board of Trustees of the Southwest Ohio Regional Transit Authority, the operator at that time. The SSPP was constituted of 21 elements which outlined and described the policies, processes and procedures associated with the safety program. To maintain the integrity of the safety program, yet be compliant with state and federal regulations, these elements were integrated into the ASP. This integration was based upon an analysis performed by the SSO to determine where and how these elements should be integrated into components of the ASP per 49 CFR Part 673.

## **7. Accountable Executive and City Council Approvals**

In accordance with 49 U.S.C. 5329(d)(1)(A), the Accountable Executive and City Council must approve this plan. This will be accomplished via signature of the Accountable Executive, which will be affixed to this Plan, and by formal City Council Resolution. A copy of that Motion will be included in the Appendices of this document. Additionally, the ASP will be submitted for approval to the Accountable Executive and City Council annually.

## 8. Modes Covered by this Plan

This Plan covers the Cincinnati Streetcar System.

## 9. Safety Performance Measures and Targets

Safety Performance Measures aid Cincinnati Streetcar in monitoring performance. Safety performance measures also focus on improving safety performance through the reduction of safety events, fatalities and injuries. These Safety Performance measures are shared with our MPO annually. In accordance with the National Public Transportation Safety Plan the following Safety Performance Targets have been identified:

**Table 1 Safety Performance Targets**

<b>Mode of Transit Service</b>	<b>Fatalities (Total)</b>	<b>Fatalities (Rate) Per 100,000 VRM</b>	<b>Injuries (Total)</b>	<b>Injuries (Rate) Per 100,000 VRM</b>	<b>Safety Events (Total)</b>	<b>Safety Events (Rate) Per 100,000 VRM</b>	<b>System Reliability VRM between failures</b>
Cincinnati Streetcar	0	0.00	1	1.04	12	12.5	10000

It should be noted that these performance targets are based on the time the City has been operating the system as documented in the National Transit Database (NTD) Safety and Security Time Series from January 2020 through June 2021. (No service from April 1, 2020-September 2, 2020)

## 10. Safety Plan Review, Update and Certification

In accordance with 49 U.S.C. 5329(d)(1)(A), the ASP will be certified as compliant on an annual basis. Annually, the Chief Safety Officer (or Designee) will lead a review of the ASP in conjunction with affected departments and update the ASP as necessary. Route extensions, significant changes to the operational practices, or other events may be cause for a review at any time. The ASP and any updates must be reviewed and approved by the City of Cincinnati City Council.

## 11. ASP Review Schedule

The ASP will be reviewed annually by November 1st. However, any changes and approvals will be completed by January 15th. The ASP will be submitted to City Council for review and approval by February 10th.

## 12. ASP Control and Update Procedure

The Chief Safety Officer is responsible for control and update of the ASP. Input for annual reviews will be solicited from all Cincinnati Streetcar personnel.

### **13. ASP Review and Approval by City Council**

In accordance with 49 U.S.C. 5329 (d)(1)(A) and 49 CFR Part 673 (1) the Public Transportation ASP, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority. Because Cincinnati Streetcar does not have a Board of Directors, the Cincinnati City Council is the equivalent authority and therefore is required to review and approve the ASP as well as any updates to the ASP.

### **14. Review and Approval by ODOT SSO**

Cincinnati Streetcar is required to review the ASP at least annually and make any modifications, as needed to assure that the ASP is current and accurate. Each updated draft ASP submitted to the ODOT SSO program will include a summary that identifies and explains the changes. If there are no changes required for the ASP, it will be indicated.

Once the draft ASP has been determined to be ready for approval, the ODOT SSO program staff will indicate that status to the Chief Safety Officer and provide the checklist used for the review. This submittal is required to be completed by April 30th each year to coincide with the annual report to the ODOT SSO program. Upon receipt of the final ASP, the ODOT SSO program will issue written approval of the ASP to Cincinnati Streetcar within thirty (30) calendar days.

### **15. ASP Change Management**

Any changes to the ASP will be documented in the Change Record. This Change Record will contain a summary that identifies and explains the changes for submittal to the City Council annually.

### **16. Coordination with the Metropolitan Planning Organization (MPO) and Non-Metropolitan Planning Organizations**

Annually the Cincinnati Streetcar will create Safety Performance and State of Good Repair Measures and Targets for Cincinnati Streetcar service based upon the principal of continuous improvement. To aid in the planning process for both the State of Ohio and the local MPO these measures and targets will be transmitted to the MPO via electronic communication to the OKI Regional Council of Governments and ODOT Office of Transit. However, prior to submittal to the MPO and ODOT Office of Transit the safety performance measures and targets must be submitted to, and approved by, the SSO. The entire process will be completed prior to annual submission of the ASP to City Council.

### **17. Safety Management System (SMS) Implementation**

To implement SMS, the Cincinnati Streetcar has taken a four-phase approach based upon a continuous improvement cycle of Plan, Do, Check, Act. Over the last 2 years the Cincinnati Streetcar has made the transition to SMS. City of Cincinnati employees have completed the FTA's Public Transportation Safety Certification Training Program (PTSCTP) while Operations & Management (O&M) operator Transdev's management team will complete the same training in 2022. Transdev has developed a SMS training program for all employees, maintains an employee safety reporting drop box, and hosts a management/frontline employee safety



meeting monthly. Employee concerns are addressed and conclusions are shared via operators orders and break room postings. The Safety & Security department is responsible for leading implementation with assistance from the Safety and Security Review Committee (SSRC) which also serves as the SMS implementation team. The City and Transdev are committed to a culture of open safety discussions and strive for continuous improvement.

## **18. Safety Management Policy**

Safety Management Policy establishes necessary organizational structures, roles and responsibilities. It also ensures safety is on the same priority level as other organizational functions. And it provides direction for effective safety risk management (SRM), assurance and promotion. Lastly, it helps ensure sufficient resources are provided.

## **19. Safety Management Policy Statement**

Cincinnati Streetcar recognizes that the management of safety is a core value of our business. The management team at Cincinnati Streetcar will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

Cincinnati Streetcar is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing safety performance targets that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

A signed copy of this statement is contained in the Appendices.

## **20. Safety Management Policy Communication**

This Safety Management Policy Statement is communicated to the City Council via the annual review and approval process. It is also communicated to Streetcar employees and contractors through the use of communication boards at the Maintenance and Operations facility as well as on our website at <https://www.cincinnati-oh.gov/streetcar/>. An employee may also request a printed copy from their supervisor. A signed copy of the Safety Management Policy Statement is contained in the Appendices.

## **21. Emergency Preparedness and Response Plans**

Cincinnati Streetcar's emergency preparedness and response plans, which are incorporated here by reference, include the Security and Emergency Preparedness Plan (SEPP) and Emergency Operations Plan (EOP).

### **21.1. Emergency Response Personnel Training**

Training to familiarize fire, rescue, and other emergency service personnel with special transit system requirements is coordinated through and conducted by O&M Contractor.

Emergency preparedness and response drills are planned and conducted with emergency services and Cincinnati Streetcar personnel to a) ensure the adequacy of emergency plans and procedures; b) ensure readiness personnel to perform under emergency conditions; and c) effectively coordinate between and emergency response agencies. These exercises and drills are coordinated through the O&M Contractor and include potentially affected operations personnel.

## **22. Authorities, Accountabilities, and Responsibilities**

### **22.1. Accountable Executive**

The City of Cincinnati City Manager serves as the Accountable Executive for the Cincinnati Streetcar and is ultimately responsible for the Safety Program. The Accountable Executive is responsible for ensuring there are adequate resources to develop and maintain both the ASP and Transit Asset Management Plan and approving the ASP annually.

### **22.2. Chief Safety Officer**

The Chief Safety Officer reports directly to the Accountable Executive and is responsible for the following: developing and maintaining SMS documentation; directing hazard identification and safety risk assessment; monitoring safety risk mitigation activities; providing periodic reports on safety performance; briefing the Accountable Executive and City Council on SMS implementation progress; and planning safety management training. The Chief Safety Officer will be adequately trained. Adequate training is defined as having completed or in process of completing the PTSCTP for Rail and be a graduate of an accredited University or College.

### **22.3. Executive Management**

In addition to the Accountable Executive and Chief Safety Officer, the Streetcar Director and Transit Coordinator have responsibility for day-to-day implementation of the SMS.

### **22.4. Key Staff**

The SSRC is designated as key staff to support the Accountable Executive and Chief Safety Officer in developing, implementing, and operating the SMS. Additionally, the SSRC will serve as SMS Ambassadors to promote the SMS program through communication and training.

### **22.5. Safety and Security Review Committee**

The SSRC is a multi-disciplinary working group that serves as a high level committee to address all safety and security issues as well as review and approval of configuration management items. Committee membership includes representation from the following functional areas: safety, security, engineering, planning, operations and maintenance. ODOT representatives are invited to attend all SSRC meetings. The committee is chaired by the Chief Safety Officer and co-chaired by the City Transit Coordinator. For more detailed information about the SSRC please refer to the Cincinnati Streetcar SSRC procedure.

### **22.6. Employee Safety Committee**

The Employee Safety Committee is a working group composed of O&M management, operators, maintenance, and support staff along with the City Chief Safety Officer and City Transit Coordinator. This group meets monthly to discuss any issues that frontline employees encounter and works on specific mitigations.

## **23. Employee Safety Reporting Program**

Cincinnati Streetcar has established a Safety Reporting System for the public and employees to report identified hazards or safety concerns. Employees are encouraged to report safety concerns and may do so through the following means including, but not limited to: Employee Safety Committee, Employee Safety Anonymous Drop Box, and immediate manager or supervisor. The City and the City's O&M contractor will not retaliate against any employee reporting a safety concern. This includes protection from termination, compensation decrease, a poor work assignment, and threats of physical harm. The public may report concerns to the Cincinnati Customer Service Request hotline at 513-591-6000, which will notify Streetcar management for follow-up. To close the feedback loop Cincinnati Streetcar will provide an update to employees regarding the results of any investigations and (or) action taken arising out of their report. Employee behavior that is not protected from disciplinary action includes, but is not limited to:

- Preventable Accidents/Incidents
- Threats, intimidation, harassment, physical violence or fighting while on duty
- Possession of firearms, weapons, explosives, or similar devices on Company premises or any time while on duty
- Abusive, harassing, or threatening behavior toward a passenger, any member of the public, fellow employee, supervisor, or other company official

## **24. Safety Risk Management**

SRM is vital to the success of the SMS. And before an SMS can be effectively built or improved, safety hazards must be identified and mitigations in place to manage the safety risk. SRM is a continuous process, which includes the following activities: Safety hazard identification, safety risk assessment, and safety risk mitigation.

## **25. Safety Risk Management Process**

The SRM Process identifies and analyzes hazards and potential consequences. It then expresses safety risks for each consequence in terms of probability and severity to determine if the risk is acceptable and if not utilizes safety risk mitigation to lower the safety risk. The process also includes interaction with safety assurance to ensure hazards are tracked after safety risk mitigation has taken place. In all cases safety risk mitigation activities are documented.

## **26. Safety Hazard Identification**

Effective Hazard Identification is supported by sources, training on proper identification and reporting and promotion of the safety reporting program to employees and the public. Potential sources for hazard identification and their consequences include the following: Safety Reporting System (employee program and public reporting), safety event (accidents, incidents occurrences), internal audits, safety committees, government sources (ODOT,FTA, NTSB), industry partners (American Public Transit Association - APTA) operational observations, review of historical data, scenario development and review, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA), accident/incident investigations data review and ad hoc hazard reporting.

As referenced in Section 3.5 Reporting to the State Safety Oversight Agency (SSOA) of the Hazard Management Plan, Cincinnati Streetcar has established a Hazard Tracking Log, which reflects the consolidation of information in the hazard management process. The Hazard Tracking Log will contain all hazards identified through the methods applied by Cincinnati Streetcar. The Hazard Tracking Log will be submitted to ODOT's designated point of contact on the 15<sup>th</sup> day after the end of the month.

For more information see the Cincinnati Streetcar Hazard Management Plan.

### **26.1. Safety Certification Process**

The Safety and Security Certification Plan ensures that any design or operating hazards/threats are identified, monitored, and properly controlled or mitigated, prior to the commencement of revenue service. The Safety and Security Certification Plan addresses all systems and equipment, which may reasonably be expected to pose hazards/threats to customers, employees, contractors, emergency responders, and the general public. The plan identifies the technical and managerial tasks required during the design, supply, construction, and commissioning of any project or equipment.

The City of Cincinnati certifies that all safety critical systems and major capital projects that may impact passenger, employee, or public safety are operationally ready to enter safe and secure

revenue service as further delineated in Cincinnati Streetcar's Safety and Security Certification Plan provided. Safety and security operational readiness is demonstrated through a safety and security certification program that is developed and implemented for each subsequent operating segment and phase.

The goals of the safety and security certification program are to verify that identified safety and security requirements have been met and to provide evidence that the new or rehabilitated equipment, systems and facilities are safe to use by passengers, employees, contractors, emergency responders, and the public by:

- Verifying that appropriate codes, standards, and guideline, including the most recent Safety and Security Design Criteria, have been incorporated into the specifications.
- Ensuring that a thorough and complete system safety/security engineering process is followed throughout the acquisition process.
- Ensuring that all identified hazards/threats have been eliminated or controlled.
- Ensuring that normal and emergency hazard resolution methodologies have been implemented.
- Ensuring that all training required for the safe/secure operation of the new vehicles is complete.
- The objectives of the safety and security certification program that support the above goals include:
  - Identify specific safety and security requirements to ensure the most comprehensive specification possible to avoid inadvertent hazards/threats.
  - Verify that all documentation identified as safety critical has been reviewed to ensure compliance with safety criteria.
  - Facilities and equipment have been constructed, manufactured, inspected, installed, and tested, in accordance with safety and security requirements in the Design Criteria and contract documents.
  - Assure that operations and maintenance manuals reflect appropriate procedures necessary for control of hazards and include appropriate warnings, hazards, and cautions required for safety critical operations.
  - Training documents have been developed for the training of operating personnel, and emergency response personnel.
  - Transportation and maintenance personnel have been properly trained and qualified regarding potentially hazardous operations.
  - Emergency response agency personnel have been prepared to respond to emergency situations in or along the alignment system.
  - Verify that testing associated with elimination of control of hazards has been completed.
  - All security related issues have been addressed and resolved.
  - Create a verification-tracking log to track all safety related closures that are not complete at the time of revenue operations.

An outline of the certification process is shown below. The process began with system design and continued through the start of revenue operation. The process is ongoing for continuous improvement.

1. Identify those safety and security related elements to be certified
2. Establish Safety & Security Design Criteria
3. Prepare the Design Criteria Conformance Checklists
4. Verify conformance with Design Criteria
5. Prepare the Specification Conformance Checklists
6. Verify conformance with Specifications
7. Perform testing, training, and emergency response coordination
8. Manage Integrated Testing
9. Resolve all Open Items
10. Perform Pre-Revenue Testing
11. Approve completed checklists and issue Project Safety & Security Certificate

Each critical system element receives a written safety/security certificate. When all required system elements are certified, a system-wide safety/security certificate is issued along with a safety/security verification report. Final authority to approve certification of extensions for revenue service rests with the City Manager.

The City of Cincinnati and Southwest Ohio Regional Transit Authority certified the project in 2016. Formal safety certification is required for all new, extended, rehabilitated or modified systems or components including replacement vehicles and equipment. A complete program description can be found in the Safety and Security Certification Plan.

### **26.2. System Modifications**

The City of Cincinnati ensures that safety concerns are addressed in modifications to the existing system by a formal process of notification to O&M Contractor. The O&M Contractor is responsible for coordinating changes to existing systems, including vehicles, trackway, signals, and switches. All changes are to be reflected in a modification log for each system or subsystem. Modifications or changes will be disseminated through various means and will follow the process laid out in Section 38.0 Management of Change Process.

### **26.3. Train Orders and Special Instructions**

Operations personnel will be informed of changes or modifications through either Train Orders or Special Instructions. Permanent modifications or changes will be written into the Recertification program and be accepted as a normal condition of operation.

### **26.4. Memorandum**

The O&M Contractor may elect to address modifications or changes to the System in memo form. The O&M Contractor will ensure that information posted has been read and understood by Operations personnel prior to operation through modified or changed systems.

## **26.5. Tracking**

The O&M Contractor is delegated the responsibility of ensuring that any hazards associated with system modifications of any kind are worked into the Hazard Management Process. Any accepted risks associated with system changes will be tracked from the outset.

## **26.6. Procurement**

### **26.6.1. Overview**

Procurement of new systems such as facilities, equipment, cars, and non-revenue vehicles or the modification of existing systems include safety requirements in specifications, design reviews, testing, configuration control and periodic safety evaluations. These procurements include consultation with the Chief Safety Officer to ensure basic system safety principles.

### **26.6.2. Program Responsibility**

The City of Cincinnati will appoint a Project Engineer for new rail contracts and is responsible for all matters relating to this contract, except changes to the contract involving scope, cost or time. Such changes shall be made with the approval of the Project Engineer. The Maintenance Manager is also responsible for coordinating the effort to assure that all specifications to new streetcar vehicles, equipment, and parts meet the technical specifications and provisions in the document "Vehicle Technical Specifications."

### **26.6.3. Safety-Related Procurement Process and Procedures**

For Rail the Maintenance Manager must approve modifications, or parts changes to any vehicle. The SSRC and Department of Transportation and Engineering office will review modifications to original specifications; however, the Maintenance Manager has the authority to approve the purchase of parts manufactured by a non-OEM supplier. The Maintenance Manager maintains a change and modification record.

### **26.6.4. New or Modified Systems Specifications**

Basic safety and user requirements are included in procurement specifications and coordinated with appropriate departments. As new facility, system, or equipment specifications are proposed, responding contractors are required to resolve hazards in accordance with the established order of precedence:

- Design for Minimum Hazard. The major effort during the design phase of a contract shall be to select appropriate safety design features (e.g., fail-safe and redundancy).
- Safety Devices. Hazards, which cannot be eliminated through design, shall be reduced to an acceptable level through the use of appropriate safety devices.
- Warning Devices. Where it is not possible to preclude the existence or occurrence of a hazard, devices shall be employed for the timely detection of the condition and the generation of an adequate warning signal.
- Special Procedure. Wherever it is not possible to reduce the magnitude of an existing or potential hazard through design, or the use of safety and warning devices, the development of special procedures to control the hazard shall be required.

Specification includes the requirement that contractors who provide systems, subsystems, or equipment that affect safe movement of vehicles or passenger/employee safety, establish and maintain a safety program in accordance with the approved safety program plan which defines objectives, tasks, procedures, schedules, and data submittals for the safety activities that will be performed by the contractor. The contractor's safety program plan and supporting documentation is approved by the designated management representative subject to review by the Chief Safety Officer.

#### 26.6.5. New or Modified Systems Safety Design Reviews

Safety design reviews are an integral part of all acquisition processes for facilities, systems and equipment. Safety design reviews are conducted to assess the compliance of facility or equipment design with safety requirements in specifications and to ensure that the safety of existing equipment is not degraded by the addition of new facilities or equipment. Safety reviews are normally carried out as an integral part of engineering design reviews coordinated by the Department of Transportation and Engineering.

#### 26.6.6. New or Modified Systems Acceptance Testing and Inspection

Acceptance testing and inspections are included in procedures that assess compliance with the safety requirements of the procurement specification. The project manager verifies and certifies to the Chief Safety Officer that the modified system and facility documents follow the specified safety requirements for the issuance of the Final Certification Report.

### **26.7. Minimizing Infectious Disease Exposure**

The Cincinnati Streetcar has adopted strategies to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions, including infectious diseases. The Cincinnati Streetcar has installed 2 hand sanitizing stations on each streetcar and can dispense face masks to passengers if recommended by the Centers for Disease Control or the local Health Department. Operators can also stop at every station and open the doors to allow fresh air inside the streetcar.

## **27. Safety Risk Assessment**

To assess risk, Cincinnati Streetcar has adopted Military Standard 882-E. A comparative risk assessment process is utilized which is based on the principles, descriptions and definitions of MIL-STD-882E, but enhances the risk assessment and prioritization to include the cost of corrective action. The process codifies the hazard severity, hazard probability of occurrence, and the cost of eliminating or controlling the hazard and rates each element using established hazard rating tables. The process then determines which hazards are unacceptable or undesirable based on their severity and probability of occurrence. The hazard severity, probability and cost combination for unacceptable and undesirable risk is then ranked on a Hazard Priority Rating Table whereby Cincinnati Streetcar Management can prioritize and allocate the resources available to eliminate or correct the unacceptable and undesirable hazards. For information about the safety risk assessment process see the Cincinnati Streetcar Hazard Management Plan.



## **28. Safety Risk Mitigation**

To reduce the likelihood and severity of consequences related to hazards Cincinnati Streetcar will employ the following risk mitigation strategies as appropriate: hazard elimination, reduction of risk through alteration, incorporation of engineered features or devices, provision of warning devices or the incorporation of signage, procedures, training and personal protective equipment. Safety risk mitigation may include more than one measure to achieve the most acceptable result. Any employed risk mitigation measure will be monitored for its effectiveness. This will be accomplished through regular review of performance measures and event reports to determine recurrence and (or) trends.

## **29. Safety Assurance**

Safety Assurance, in SMS, gives Cincinnati Streetcar the ability to know if and how well our mitigations are working by providing key information for data-driven informed decision making, by the collection and analysis of safety performance data, and the provision of timely safety performance information. Finally, it provides safety performance verification and validates the effectiveness of our safety risk mitigation activities. At Cincinnati Streetcar, this is accomplished through safety performance monitoring and measurement as discussed in Section 30.

## **30. Safety Performance Monitoring and Measurement**

Safety Performance Measurement is a subcomponent of SMS and there are three things that it accomplishes. First of all it provides critical indicators to Executive Management and any oversight authority. Secondly, it provides assurance that Cincinnati Streetcar is meeting its safety objectives. Thirdly, it provides assurance that SMS and safety risk controls are working as anticipated and if not a process is in place to continually improve. Cincinnati Streetcar monitors safety performance through the following activities: the Employee Safety Reporting Program, Service Delivery Activities and Operational and Maintenance Data. It also conducts safety surveys, safety audits and inspections, and safety investigations.

### **30.1. Safety Data Acquisition**

#### **30.1.1. Roles and Responsibilities**

The O&M Contractor has the responsibility to monitor the safety performance of operations. Safety data is collected and analyzed to determine if safety performance meets established safety goals. This data includes injuries to passengers, O&M Contractor personnel, public; potentially hazardous equipment failures; unacceptable hazardous conditions, and rules and procedure violations. A closed-loop reporting system for identifying and monitoring safety-related items has been established. To close out each incident, safety verification activities and results are reviewed and audited by the Chief Safety Officer or their designee.

#### **30.1.2. Data Acquisition process**

The O&M Contractor is responsible for information regarding accidents, incidents, hazardous conditions and operations are obtained from several different reporting mechanisms. These

include, but are not limited to: email and (or) text messages from the City, accident/incident reports, daily operations reports, and employee occupational injury reports. Employees are also encouraged to bring any safety-related issues to the attention of managers and supervisors.

#### 30.1.3. Data Analysis

Tracking of hazard related-data is used to identify trends. These trends are further analyzed and/or investigated to determine causal factors. This is accomplished by interviews with personnel in the affected department(s) and analysis of pertinent documentation. Identified hazards are submitted with corrective action recommendations or request for corrective action development.

#### 30.1.4. Reports

Safety performance trend and analysis reports are provided to the SSRC for review and discussion. SSRC will receive safety trend and analysis reports relative to the area of interest. The reports are the basis for determining achievement of the ASP safety goals and objectives and formulation of safety performance goals/objectives for the coming year. The safety trend and analysis reports are also the basis for the annual safety performance report to ODOT. The annual report includes collision data, passenger and employee injury data, injury data affecting the public, program audit findings and trends, and corrective action plans (CAP). The annual report also describes the strategies for achievement of the stated safety and security objectives.

#### 30.1.5. Accident and Incident Notification, Accident and Incident Investigation Plan and Reporting Procedures

For Accident and Incident Notification, Accident and Investigation Plans and Reporting Procedures see the Cincinnati Streetcar Accident Investigation Procedure.

### **31. Corrective Action Plans**

CAPs can be the result of safety events (e.g. accidents, near-miss incidents, auditing (internal or otherwise) and potentially National Transit Safety Board investigations. CAPs document the action taken and contain the following information: identification of the hazard, deficiency, or root causes, action(s) being taken to resolve or mitigate the hazard or deficiency, implementation schedule for the CAP, the individual or department responsible for implementing the corrective action(s) and any other critical information deemed necessary by Cincinnati Streetcar or ODOT. CAPs must be approved by ODOT and tracked through resolution. CAPs will be handled on a case-by-case basis by the City and the O&M contractor at the Safety and Security Review Committee (SSRC) with system safety being the top priority. After approval, a CAP closure form including all relevant information. Will be submitted to the SSOA and tracked in the CAP log. Any emergency action will be added to the Hazard Log and followed up with one or more CAPs to be reviewed by ODOT and the SSRC. For additional information, please refer to the Cincinnati Streetcar CAP Development, Tracking and Closeout Procedure Review and Approval Plan.

## **32. Emergency Management Program**

### **32.1. Emergency Planning Responsibilities and Requirements**

Annually, the Chief Safety Officer, or designee, will coordinate, conduct or participate in safety/security related drills and exercises with the City of Cincinnati, Hamilton County EMA, Department of Homeland Security, and other agencies, such as Cincinnati Fire and Cincinnati Police. The purpose of participation is to ensure that all potential emergency responders are familiar with equipment and property. Participation may include hands-on training, demonstrations, video demonstrations, hand-outs, or any other media. Minimally, emergency responder training will include basics of streetcar vehicle and system electrification, familiarization with Streetcar operations and routing, and emergency entry methods into Streetcar vehicles.

### **32.2. Emergency Procedures and Plans**

Cincinnati Streetcar has implemented several emergency response plans and procedures in support of Emergency Management including an EOP and a Continuity of Operations Plan (COOP). The purpose of the EOP is to ensure that in any event requiring emergency management there is effective coordination of response and restoration of normal operations between Cincinnati Streetcar personnel, First Responders and other responding organizations. The purpose of the COOP is to ensure that during and after an event the City and Cincinnati Streetcar personnel have a coordinated plan to safely continue operations.

Please see the EOP and COOP for additional information.

### **32.3. Required Meetings**

The Chief Safety Officer is responsible to annually establish on-going meetings with local emergency responders. These meetings will include, but are not limited to: a review of emergency management plans, preparation for drills and coordination of familiarization or refresher training with first responders.

### **32.4. Emergency Exercises and Evaluation**

A program for effective joint training exercises and drills involving and other external agencies including local police, fire, and emergency management agencies is maintained by the system the Chief Safety Officer. The Chief Safety Officer uses the Homeland Security Exercise and Evaluation Program (HSEEP). This program includes the creation and use of tabletop exercises (TTX) and Full-Scale Exercises (FSE). This program is followed annually and prior to opening new lines or as required.

TTX involve presenting various emergency scenarios to teams of participants with the purpose of allowing the teams to discuss the appropriate response actions. TTX are conducted to prepare Cincinnati Streetcar, law enforcement, and emergency response personnel to respond to emergencies involving transit passengers and equipment. FSE differ from TTX in that they

involve utilizing actual equipment, facilities, and personnel together to form a full-scale mock emergency.

The purpose of these exercises is to demonstrate that participants understand their individual roles and responsibilities and are familiar with the equipment and layout of facilities. Drills involve local law enforcement and emergency response personnel and are indicative of the types of emergencies typical of transit operations and services. Alternating exercises for natural and human caused scenarios is critical for satisfying federal requirements. Cincinnati Streetcar has adopted an after action review (AAR) with a lessons learned sharing system (LLS). The key element of the LLS is where an assigned person tracks the results of the AAR and incorporates the recommendations into policy, procedure, SOP, training or mitigation.

The O&M Contractor will implement new findings from TTX and FSE and will ensure that appropriate and timely employee training occurs, as necessary. Furthermore, to ensure that personnel are trained to perform satisfactorily during emergency conditions, annual recertification will incorporate discussion and refresher training regarding procedures, practices, actions, and responsibilities during emergency situations.

### **32.5. Employee Training**

An important aspect of every employee's job is his or her individual responsibility for safety and security. As a result, the O&M contractor develops, maintains, and updates the security-related training curriculum for all employees. Targeted security training incorporates such security and emergency management concepts as terrorism awareness, continuity of operations and the National Incident Management System (NIMS). Security-awareness training is required for all personnel and is considered an essential and proactive element of the security program. De-escalation training for operations and maintenance employees is also a required and essential part of safety training conducted by the O&M contractor. This program is administered by the O&M contractor, the operator or Cincinnati Streetcar. It is designed to reinforce security roles and responsibilities for all employees by doing the following:

- Preparing employees for the requirements of their jobs with appropriate security training. Train employees on de-escalation methods and tactics.
- Increasing the level of security awareness throughout the organization.
- Reinforcing any applicable security policies and procedures, including standard operating procedures (SOPs).
- Providing each employee with an opportunity to take part in the security program by asking questions and voicing any concerns.
- Increasing employee understanding pertaining to the potential threats and vulnerabilities within the system and what measures can be taken to eliminate, control, mitigate, and prepare for those threats and vulnerabilities.

### **32.6. First Responder Familiarization Training**

The Cincinnati Fire Department has hands-on familiarization for fire companies working in or will be responding to emergencies on the alignment, which has been and will continue to be provided on an as-needed basis coordinated by the Chief Safety Officer or Designee.

### **33. Internal Safety Audit Program**

The purpose of internal system safety audits is to inform management if programs and activities are meeting planned and published requirements. Audits are authorized by management to verify compliance with requirements and policy. Elements of the ASP will be reviewed over a three-year period. ODOT will be notified and presented with the review checklist thirty days prior to each review. The annual report must be submitted to ODOT each year. The Chief Safety Officer must certify compliance of the ASP each year or define the areas of non-compliance with an appropriate CAP. The Accountable Executive will review, evaluate, and sign off on the results of any internal safety review. An approved designee conducts internal system safety reviews. The Chief Safety Officer is responsible for the direction of the audits. For more information see the Cincinnati Streetcar Internal Audit Plan.

### **34. Rules Compliance**

#### **34.1. General**

All Cincinnati Streetcar personnel are responsible for the prevention of accidents, identification of hazards, and resolution of such hazards. Reports of all accidents, incidents, deficiencies, and defects will be maintained by the Manager of the appropriate department.

#### **34.2. Review**

##### **34.2.1. Directives, Rules, and Standard Operating Procedures**

The Streetcar Operators Rule Book, SOPs, Communications Center Procedures, Emergency Operating Procedures, Bulletins and Operating Orders all govern operations procedures during normal and abnormal conditions and are considered safety-critical documents. Additionally, the Maintenance SOPs govern maintenance practices (Inspection and Maintenance Manual). All of these documents are subject to configuration management and formal document control procedures.

#### **34.3. Rule Book**

The Streetcar Operators Rule Book is reviewed and analyzed annually, to ensure it provides for the safe operation of the system in normal, abnormal (e.g. brake failure, bypassed door) and emergency conditions, and to ensure compliance with appropriate governing bodies. Revisions to the Rule Book are done by the Cincinnati Streetcar General Manager, or designees annually, through the SSRC and submission to ODOT before implementation. All Streetcar Operators Rule Book revisions are tracked via a revision page that is updated following revisions. All are signed for by every operator and must be carried with them when operating streetcars. The Streetcar Operations Manager will keep a log for rules compliance and update the committee annually.

#### **34.4. Process for Ensuring Rules Compliance**

The Rail Operational Safety Checks Program serves as the foundation for observing, correcting, and documenting safety related behaviors and activities. It is also used to re-enforce positive safety behaviors. Operations Managers/Supervisors and Training Instructors are responsible for conducting periodic field and on-board operations safety checks. Supervisors and Training Instructors travel along the right-of-way and/or board streetcars to observe and evaluate adherence to rules, policies and procedures, verbal, or written instructions such as Train Operating Orders, and speed limit compliance. Operator safety checks are recorded on the “Supervisor Rail Safety Ride Check” and “Supervisor/Check forms.” Operations Supervisors and Training Instructors are authorized to take appropriate and immediate actions if indicated by the situation. Each Streetcar Operator receives a monthly operations safety check.

The Cincinnati Streetcar General Manager organizes a program of unannounced safety inspections and field observations. All members of the senior management team participate in at least one such inspection every calendar month. These Safety Inspections and Field Observations fortify the safety processes, procedures and plans we have implemented for Streetcar Operators, Operations Control personnel, Wayside personnel, Streetcar Technicians, and Facilities Maintenance personnel. The Streetcar Operations Manager monitors rules compliance through the Rules Compliance Log.

The results of Safety Checks will be reported to the Chief Safety Officer, or Designee, for incorporation into the Hazard Management Plan.

#### **34.5. Systems Inspections**

An essential element of the System Program is regular inspection of all system elements that can affect safe operation. Major elements in the system that directly affect safety are: vehicles, right-of-way, overhead power distribution, signal system, and streetcar stations and facilities. Preventive maintenance activities on wayside equipment and other safety critical equipment are performed in accordance with manufacturers’ recommended practice and the APTA Manual of Standards and Recommended Practices for Transit Systems and are documented. Checklists are used in conducting inspections of facilities and equipment. See the Cincinnati Streetcar Maintenance Plan, Revision 5 for additional information including checklists utilized.

#### **34.6. Coordination with Hazard Management Process**

Deficiencies noted during inspections are logged into Cincinnati Streetcars asset management system and submitted for repair or corrective action to applicable managers. The Chief Safety Officer receives copies of all deficiency reports for tracking through the Hazard Management process. The adequacies of control measures for safety critical equipment and systems are evaluated to ensure the proper corrective actions are in place to control potentially hazardous conditions to passengers, employees, and the general public.

#### **34.7. Resolution of Audit/Inspection Findings**

Safety critical equipment that does not meet established requirements is removed from service and/or tagged or locked-out. Vehicles or equipment involved in accidents are inspected by qualified personnel prior to being placed back into service

#### **34.8. Compliance with Local, State and Federal Safety Requirements**

The City of Cincinnati is committed to the safety and health of its employees and contractors who work within the system. Additionally, the City of Cincinnati ensures a safe and healthy work environment through adherence to all applicable Federal standards, BWC standards and local codes. The O&M Contractor ensures that employees are aware of job related hazards through training, posters and notices located in affected areas. Employees will receive appropriate training when new materials, chemicals, or potentially hazardous materials are brought into their working environment.

The O&M Contractor, in coordination with the Chief Safety Officer, evaluates and creates solutions to ensure that employees are educated to potential hazards in their working environment. Procedures and practices employed to minimize exposure to workplace conditions that may jeopardize their safety and health are periodically reviewed and updated.

#### **34.9. Working On or Near Transit Controlled Property**

##### **34.9.1. Contractor and Non-Transit Agency Personnel**

All Contractors and Non-Transit Agency Personnel must have a Track Access Permit to perform work on or near the alignment. Furthermore, all Contractor and Non-Agency Personnel must complete a safety orientation as part of the permitting process

##### **34.9.2. Employees**

All employees who work on or near the rail alignment will receive safety training during New Hire Orientation or any time there is a change on the alignment.

#### **34.10. Hazardous Materials Program**

The goal of any Occupational, Safety and Health Program is to ensure a safe work environment free from recognized hazards. To that, the Hazardous Materials Program places emphasis on recognition, evaluation, and control of material hazards arising in and from the occupational environment. Several tools are employed which include, but are not limited to: industrial hygiene surveys, JHA, chemical inventories and employee training. There is one SOP that governs the Hazardous Materials Program: Cincinnati Streetcar Hazard Communication Program.

#### **34.11. Responsibility**

##### **34.11.1. Chief Safety Officer**

The Chief Safety Officer is responsible for maintaining and communicating the expectations within this procedure and ensuring the program is adequate. At least annually, the Chief Safety Officer or designee will conduct an audit of the HCP and update the program as necessary.

### **34.12. O&M Contractor**

The O&M Contractor is responsible for ensuring that personnel and sub-contractors comply with all Safety and Environmental programs.

### **34.13. Hazardous Materials Process**

A chemical inventory is conducted annually. The results of this inventory are documented in the Chemical Inventory List (CIL). During this task chemicals are identified and evaluated based upon their Safety Data Sheet. Other tools may be used to identify hazardous materials such as industrial hygiene surveys and JHA.

### **34.14. Drug and Alcohol Program**

#### **34.14.1. Overview**

All drug and alcohol testing for employees classified as “safety sensitive” is covered by the Drug and Alcohol policy. All drug and alcohol testing for Cincinnati Streetcar employees classified as “safety sensitive” is covered by the O&M Contractor Drug and Alcohol program.

#### **34.14.2. Decision Tree**

The Drug Testing Decision Tree is used by supervisory personnel to make drug-testing determinations following all accidents involving employees. The completed form will be forwarded to the Drug and Alcohol Test Program Administrator.

#### **34.14.3. Compliance**

FTA drug testing regulations require that all supervisors must undergo a minimum of sixty minutes of training on the signs and symptoms of drug use before they are qualified to make reasonable suspicion determination. A similar provision in the FTA alcohol testing regulation requires supervisors to undergo an additional sixty minutes of training on the signs and symptoms of alcohol use. The Drug and Alcohol Program Manager will ensure supervisory staff meet these minimum qualifications and will provide or arrange for refresher training when requested.

#### **34.14.4. Program Responsibility**

The O&M Contractor has primary responsibility for administering the Drug and Alcohol Program.

#### **34.14.5. Drug and Alcohol Abuse Program**

For Cincinnati Streetcar, the O&M Contractor has primary responsibility for administering the Substance Abuse Testing Program in accordance with 49 CFR Part 40: Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

## **35. Operational and Maintenance Procedure Compliance Monitoring**

The Streetcar Operator Rule book, SOPs, Operations Control Procedures, Emergency Operating Procedures, and Bulletins all govern operations procedures during normal and abnormal



conditions and are considered safety-critical documents. Additionally, the Maintenance SOPs govern maintenance practices (Inspection and Maintenance Manual). All these documents are subject to configuration management and formal document control procedures. Operations Supervisors conduct audits to ensure compliance of rules and procedures. This is accomplished through service audits. Safety performance issues are documented and tracked to determine if remedial action is required. The Streetcar Operations Manager will keep a log for rules compliance and update the committee annually.

The Maintenance Department is responsible for inspections of the facilities, equipment, and infrastructure. These safety inspections include life safety (alarm, fire doors and carbon monoxide monitoring), suppression systems and equipment lifts (portable and fixed). Streetcars are maintained at a minimum in accordance with manufacturer recommendations or at a higher level. Most of the preventative maintenance intervals are time driven based. Maintenance is tracked and coordinated through time schedules, which are maintained by the maintenance personnel using Maintenance Information Systems software. All maintenance is scheduled through work orders and completed within a twenty-percent requirement of the schedule maintenance activity. The Maintenance Department maintains a Quality Assurance Program to ensure audits and inspections are conducted. See the Cincinnati Streetcar Management Plan.

### **36. Risk Mitigation Monitoring**

The purpose of Risk Mitigation monitoring is to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. At Cincinnati Streetcar this is accomplished through safety performance monitoring.

### **37. Safety Event Investigation**

Safety Events are investigated in the context in which they occur. Collision events are investigated by qualified investigators. For more information see the Cincinnati Streetcar Accident and Incident Investigation Procedure.

### **38. Management of Change**

Change management is activities through which Cincinnati Streetcar ensures that any changes or proposed changes don't introduce new hazards, and if changes have introduced new hazards, measures to mitigate their potential consequences are instituted.

The process for identifying and assessing changes is contained in the Cincinnati Streetcar Configuration Management Plan. The purpose of configuration management plan is to ensure that changes to safety-critical systems and subsystems are reviewed prior to implementation. This assures there are a set of practices and procedures of identifying all components and their relationship in a dynamic and continually evolving system for the purpose of maintaining integrity, traceability and control over change throughout the cradle to grave lifecycle of the component. These practices will ensure that appropriate personnel have been provided accurate reference documentation for maintaining components and any modifications to

components are properly and systematically documented. A change in configuration refers to a modification that may result in a change to physical and/or operational features of any asset.

For additional information, see the Cincinnati Streetcar Configuration Management Change Procedure.

### **39. Continuous Improvement**

Continuous improvement is a process in which Cincinnati Streetcar works towards revising current processes in response to changing needs, operational environment, or standards. In the case of safety, this is accomplished through monitoring and evaluation of SMS performance to ensure we meet our safety performance targets. This is accomplished through internal/external audits and self-assessments.

### **40. Safety Promotion**

Safety Promotion improves safety performance by increased awareness through communication and training. It also displays continuous management commitment to communication. In fact, one of management's most important responsibilities of management is to encourage and motivate others to want to communicate openly, authentically, and without concern of reprisal. Training also documents executive management responsibilities to allocate resources to training and maintain the relationship between safety training and SRM and safety assurance.

### **41. Training and Certification Program**

Safety training is conducted on equipment. Operating Rules and SOPs will be prepared by the O&M Contractor and provided to all operating personnel. The O&M Contractor oversees the formulation of training programs and records, SOPs, and Rules and maintains all records, which are kept at the streetcar office. The O&M contractor's training plan is maintained in an Operations and Maintenance plan for frontline employees. The City of Cincinnati commits to continuous training for the Streetcar Director, Chief Safety Officer and Transit Coordinator.

#### **41.1. City of Cincinnati**

The Streetcar Director, Chief Safety Officer and Transit Coordinator will attend TSA sponsored classes provided by the U.S. Department of Transportation's Transportation Safety Institute (TSI). The PTSCTP requires that the 4 classes be completed over a 3-year period. When completed, this training results in a certificate for the Transit Safety and Security Program (Transit Rail Program).

#### **41.2. Rail Vehicle Operators**

All Streetcar Operators will be required to successfully complete the streetcar operations training program prepared by the O&M Contractor and approved by the SSRC, ODOT, and the City of Cincinnati. The O&M Contractor's training plan is contained within the Operations and Maintenance Plan. The O&M Contractor also has a fully developed Streetcar Operator Training plan with a recently updated Training syllabus.

All new Streetcar Operators are given the Streetcar Operator Training Course. This course covers SOPs and Operator Rules that govern the Streetcar alignment and operation. Operators are issued manuals for safe operation and troubleshooting of Streetcar vehicles.

New Streetcar Operators are also evaluated by established Operators using an Observation Report Form. New Operators must meet criteria satisfactorily or will receive additional training. O&M Contractor, on a separate occasion prior to certification, will determine whether the Operator demonstrates safe control of the Streetcar or needs additional training. Each Operator is certified with both written and practical testing to validate operational readiness.

#### 41.2.1. Extensions and Major Modifications

Updated training materials will be developed under coordination by the General Manager, Operations and Safety Manager, Maintenance Manager, and Streetcar Supervisors prior to the opening of any new rail extension or major modification to the existing Streetcar line. Operations personnel will be certified by written and practical testing.

#### 41.2.2. Rail Vehicle Operator Compliance

Streetcar Operators are subject to periodic in-service evaluations by Streetcar Supervisors who monitor their compliance to rules and procedures outlined in the Rule Book and SOP manual. The Supervisor completes an Observation Report Form after completion of the in-service evaluation and will review the information in the report with the Operator. Operators observed violating any rule or procedure are subject to progressive discipline. The O&M Contractor will maintain a Rule Violation Log that chronicles violations each month and administers all disciplinary actions, retraining, re-instructions, and determines the consequence to rule violations.

### 41.3. Maintenance

Maintenance requirements, methods and procedures of equipment and systems are described in manuals, handbooks, and other documentation developed for the training and certification of maintenance personnel. Use of personal protective equipment (PPE), emergency equipment, and safety instruction are included within the training program.

Maintenance personnel who are required to operate Streetcars, hi-rail equipment, heavy equipment, or other specialized vehicles/equipment/apparatus are certified by both written and practical testing in order to document the employee's knowledge of safety and operating procedures and skill in the proper and safe operation and procedures.

### 41.4. Refresher Training

#### 41.4.1. Rail Vehicle Operators

Annually, each Operator is given a refresher course on the rules and procedures and will re-certify with written and practical testing. The re-certification may consist of one or more of the following: a quiz, a checklist, a test, and a demonstration of troubleshooting techniques. Any person who fails the annual examination is given special retraining

#### 41.4.2. Maintenance Personnel

Annually, each employee will re-certify in the proper and safe use of the equipment/vehicles with written and practical testing. Each person who fails the annual examination is given special retraining.

#### 41.5. Contractor Training

Construction safety and project management is privately contracted in accordance with City of Cincinnati procedures. Contractors must first seek approval, in writing, to perform work on or near property and infrastructure.

Contractors will contact the City to apply for a Track Access Permit for rail-related projects. The request is forwarded to the O&M Contractor for review. Contractor requests must be submitted, at a minimum, one week in advance of scheduled work. Once approved, the O&M Operations Manager will provide a Track Access Permit to the requesting party. The Access Permit details the work to be performed, the time the work will be performed, and contact information for the on-site contractor Supervisor. The City of Cincinnati will receive a copy of the access permit.

The O&M Contractor must ensure that the requesting party abides by the safety requirements established by Cincinnati Streetcar. Requirements include, but are not limited to: reflective safety vests, proper hand signaling to Streetcar Operators, and understanding of inherent dangers of the live and hot overhead contact system.

Contractors are required to attend safety certification classes prior to approval and issuance of a Track Access Permit; this requirement depends on the work request. The O&M Contractor will make arrangements for contractors to attend such classes and receive certification prior to the approval and issuance of an Access permit, when necessary.

#### 42. Recordkeeping

Per 49 CFR Part 673.31 Cincinnati Streetcar must maintain the documents utilized to create the ASP, including those related to the implementation of the SMS, and results from SMS processes and activities. Cincinnati Streetcar must also maintain documents (e.g. procedures, plans) that are included in whole, or by reference, that describe the programs, policies, and procedures that are used to carry out the ASP. These documents will be made available upon request by the FTA or other Federal entity, or the ODOT SSO. All of these documents require a minimum retention of three years after creation.

#### 43. References

49 CFR 673 – Final Rule

Cincinnati Streetcar Safety and Security Review Committee procedure

Cincinnati Streetcar Configuration Management Change Procedure

Cincinnati Streetcar Hazard Management Plan

Cincinnati Streetcar Internal Audit Plan  
Cincinnati Streetcar Accident and Incident Investigation Procedure  
Cincinnati Streetcar Corrective Action Plan (CAP) Development, Tracking and Closeout  
Procedure Review and Approval Plan  
Cincinnati Streetcar Maintenance Plan

## Appendix A

### Definitions of Special Terms Used in the Safety Plan

**Accident** means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

**Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation ASP of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation ASP, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

**Chief Safety Officer** means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**Consequence** means a potential outcome of a safety hazard.

**Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors, for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation ASP.

**Event** means any Accident, Incident, or Occurrence.

**FTA** means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

**Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

**Incident** means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

**Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

**National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

**Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

**Operator of a Public Transportation System** means a provider of public transportation as defined under 49 U.S.C. 5302(14).

**Performance Measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Performance Target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

**Public Transportation Agency Safety Plan** means the documented comprehensive ASP for a transit agency that is required by 49 U.S.C. 5329 and this part.

**Rail Fixed Guideway Public Transportation System** means any fixed guideway system that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration, or any such system in engineering or construction. Rail fixed guideway public transportation systems include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

**Rail Transit Agency** means any entity that provides services on a rail fixed guideway public transportation system.

**Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.

**Risk Mitigation** means a method or methods to eliminate or reduce the effects of hazards.

**Safety Assurance** means processes within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Deficiency** means a condition that is a source of hazards and/or allows perpetuation of the hazards in time.

**Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

**Safety Management System (SMS)** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

**Safety Management System (SMS) Executive** means a Chief Safety Officer or an equivalent.

**Safety Performance Target** means a performance target related to safety management activities.

**Safety Promotion** means a combination of training and communication of safety information to support the SMS as applied to the transit agency's public transportation system.

**Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

**Safety Risk Management** means a process within a transit agency's Public Transportation ASP for identifying hazards and analyzing, assessing, and mitigating safety risk.

**Serious Injury** means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage;
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

**Small Public Transportation Provider** means a recipient or sub recipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

**State** means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.



**State Safety Oversight Agency** means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

**Transit Agency** means an operator of a public transportation system.

**Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

#### **List of Acronyms Used in the Safety Plan**

AAR – After Action Review  
APTA – American Public Transit Association  
ASP – Agency Safety Plan  
CAP – Corrective Action Plan  
EOP – Emergency Operations Plan  
FSE – Full Scale Exercises  
FTA – Federal Transit Administration  
HSEEP – Homeland Security Exercise and Evaluation Program  
JHA – Job Hazard Analysis  
LLS – Lessons Learned Sharing System  
MOF – Maintenance Operations Facility  
MPO – Metropolitan Planning Organization  
NIMS – National Incident Management System  
O&M – Operations & Management  
ODOT – Ohio Department of Transportation  
OKI – Ohio Kentucky Indiana council of governments  
PPE – Personal Protective Equipment  
PTSCTP – Public Transportation Safety Certification Training Program  
SEPP – Security and Emergency Preparedness Plan  
SMS – Safety Management Systems  
SOP – Standard Operating Procedures  
SRM – Safety Risk Management  
SSO – State Safety Oversight  
SSOA – State Safety Oversight Agency  
SSPP – System Safety Program Plan  
SSRC – Safety and Security Review Committee  
TSI – Transportation Safety Institute  
TTX – Tabletop Exercises

## City Council Resolution

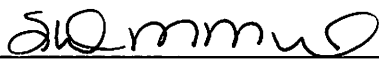
Reserved for formal resolution

## Cincinnati Streetcar Safety Management Policy Statement

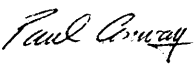
Cincinnati Streetcar recognizes that the management of safety is a core value of our business. The management team at Cincinnati Streetcar will embrace the Safety Management System (SMS) and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees. Cincinnati Streetcar is committed to:

- Communicating the purpose and benefits of the SMS to all managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing the provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing safety performance targets that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Signature by the Accountable Executive

  
\_\_\_\_\_ Date 10/9/23

Signature by the Chief Safety Officer

  
\_\_\_\_\_ Date 10/01/2023

October 25, 2023

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

202302235

**From:** Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Cincinnati Recreation Commission:  
Amending Prior Ordinance No. 0143-2023**

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Attached is an Emergency Ordinance captioned:

**AMENDING** Ordinance No. 143-2023 which authorized the City Manager to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued at up to \$25,000 to increase the in-kind donation value to up to \$35,000.

Approval of this Emergency Ordinance would amend prior Ordinance No. 0143-2023 which authorized the City manager to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued up to \$25,000 to increase the in-kind donation value to up to \$35,000.

On May 3, 2023, the City Council approved Ordinance No. 0143-2023, which authorized the City Manager to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued at up to \$25,000, in addition to the services reasonably necessary to install and maintain the donation, for the purpose of the beautification of green space at the Forest and Irving Recreation Area. The Cincinnati Zoo and Botanical Garden has indicated the value of the in-kind donation has increased since the original Ordinance was approved by the City Council.

The reason for the emergency is the immediate need to authorize the new donation amount before the donation agreement is finalized.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**LES**

**- 2023**

**AMENDING** Ordinance No. 143-2023, which authorized the City Manager to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued at up to \$25,000, to increase the in-kind donation value to up to \$35,000.

WHEREAS, on May 3, 2023, Council approved Ordinance No. 143-2023, which authorized the City Manager to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued at up to \$25,000, in addition to the services reasonably necessary to install and maintain the donation, for the purpose of beautification of green space at the Forest and Irving Recreation Area; and

WHEREAS, the Cincinnati Zoo and Botanical Garden has indicated that the value of the in-kind donation has increased by up to \$10,000 since Ordinance No. 143-2023 was approved; and

WHEREAS, Ordinance No. 143-2023 must be amended to allow the City to accept the in-kind donation now valued at up to \$35,000; now, therefore,

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

Section 1. That Section 1 of Ordinance No. 143-2023, approved by Council on May 3, 2023, is hereby amended as follows:

Section 1. That the City Manager is hereby authorized to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued at up to ~~\$25~~\$35,000, in addition to the services reasonably necessary to install and maintain this donation, for the purpose of beautification of green space at the Forest and Irving Recreation Area.

Section 2. That all terms of Ordinance No. 143-2023 not amended by this ordinance remain in full force and effect.

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

{00391479-4}

the immediate need to authorize the new donation amount before the donation agreement is finalized.

Passed: \_\_\_\_\_, 2023

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Aftab Pureval, Mayor

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

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Deletions are struck through. Additions are underlined.

October 25, 2023

**To:** Mayor and Members of City Council 202302236  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Ordinance – Health: Health Resources and Services Administration  
FY 2023 Health Center Bridge Access Program Grant**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$234,311 from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) FY 2023 Health Center Bridge Access Program (ALN 93.527) to support health centers funded under the Health Center Program to prevent, mitigate, and respond to COVID-19 and to enhance health care services and infrastructure; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Approval of this Ordinance authorizes the City Manager to accept and appropriate a grant in an amount of up to \$234,311 from the United States Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) (ALN 93.527) to support health centers funded under the Health Center Program to prevent, mitigate, and respond to COVID-19 and to enhance health care services and infrastructure. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

The City seeks to use the funds from this grant to support local health centers funded under the Health Center Program with COVID-19 testing, vaccination, and therapeutics, as well as to improve patient support services, support community COVID-19 vaccination events, and support health department personnel with work on COVID-19 services and care delivery.

No additional FTEs/full time equivalents or local matching funds are associated with this grant.

The City did not apply for these funds but did receive a notice of award from HRSA on September 1, 2023, but no funds will be accepted without the approval of the City Council.

Acceptance of the HRSA FY 2023 Health Care Bridge Access Program grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$234,311 from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) FY 2023 Health Center Bridge Access Program (ALN 93.527) to support health centers funded under the Health Center Program to prevent, mitigate, and respond to COVID-19 and to enhance health care services and infrastructure; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

WHEREAS, grant resources are available from the United States Department of Health and Human Services, Health Resources and Services Administration (“HRSA”) FY 2023 Health Center Bridge Access Program (ALN 93.527) to support local health departments with COVID-19 testing, vaccination, and therapeutics, as well as improve patient support services, support community COVID-19 vaccination events, and support health department personnel with work on COVID-19 services and care delivery; and

WHEREAS, the City seeks to use funds from this grant to support health centers funded under the Health Center Program to prevent, mitigate, and respond to COVID-19 and to enhance health care services and infrastructure; and

WHEREAS, the City did not apply for these funds but did receive a notice of award from HRSA on September 1, 2023, but no grant funds will be accepted without approval by Council; and

WHEREAS, this grant requires no matching funds, and no additional FTEs/full time equivalents are associated with this grant; and

WHEREAS, acceptance of the HRSA FY 2023 Health Center Bridge Access Program grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a grant of up to \$234,311 from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) FY 2023 Health Center Bridge Access Program (ALN 93.527) to support health centers funded under the Health Center Program to prevent, mitigate, and respond to COVID-19 and to enhance health care services and infrastructure.



Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Section 3. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of the grant and Sections 1 and 2.

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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



October 25, 2023

**To:** Mayor and Members of City Council  
202302237

**From:** Sheryl M. M. Long, City Manager

**Subject:** **Ordinance – Health: NACCHO Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance Project Grant**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$80,000 from the National Association of County and City Health Officials to strengthen the Cincinnati Health Department’s capacity to prevent and respond to healthcare-associated infections and antimicrobial resistance related to the Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance Project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$80,000 from the National Association of County and City Health Officials (NACCHO) to strengthen the Cincinnati Health Department’s capacity for healthcare-associated infections and antimicrobial resistance prevention and response related to the Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance Project. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

The objectives of the Healthcare-Associated Infections (HAI) and Antimicrobial Resistance (AR) project include supporting local health department capacity for HAI prevention and response, advancing local health department engagement in AR-related initiatives and activities, enhancing coordination and connection with the State Health Department HAI/AR programs, developing and identifying resources and best practices for other Local Health Departments (LHDs), and building strategic approaches to HAI/AR to address health equity.

There are no new FTEs/full time equivalents associated with this grant and no local match is required.

The Cincinnati Health Department applied for the grant on September 22, 2023, but no grant funds will be accepted without approval from the City Council.

Acceptance of the NACCHO grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$80,000 from the National Association of County and City Health Officials to strengthen the Cincinnati Health Department’s capacity to prevent and respond to healthcare-associated infections and antimicrobial resistance related to the Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance Project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

WHEREAS, a grant is available from the National Association of County and City Health Officials (“NACCHO”) to strengthen the Cincinnati Health Department’s capacity to prevent and respond to healthcare-associated infections (“HAI”) and antimicrobial resistance (“AR”) related to the Local Health Department (“LHD”) Healthcare-Associated Infections and Antimicrobial Resistance Project (the “HAI/AR Project”); and

WHEREAS, the goal of the HAI/AR Project is to pilot and implement the Centers for Disease Control and Prevention Local Health Department strategy for HAI and AR; and

WHEREAS, the objectives of the HAI/AR Project include supporting LHD capacity for HAI prevention and response, advancing LHD engagement in AR-related initiatives and activities, enhancing coordination and connection with the State Health Department HAI/AR programs, developing and identifying resources and best practices for other LHDs, and building strategic approaches to HAI/AR to address health equity; and

WHEREAS, this grant requires no matching funds, and no additional FTEs/full time equivalents are associated with this grant; and

WHEREAS, the City applied for the NACCHO grant on September 22, 2023, but no grant funds will be accepted without approval by Council; and

WHEREAS, acceptance of the NACCHO grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 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 grant of up to \$80,000 from the National Association of County and City Health Officials to strengthen the Cincinnati Health Department’s capacity to prevent and respond to

healthcare-associated infections and antimicrobial resistance related to the Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance Project.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

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

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

October 25, 2023

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

202302238

**From:** Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Finance: Then and Now Payment to  
Dinsmore and Shohl LLP**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$6,500 to Dinsmore & Shohl LLP for outstanding charges related to legal services provided to the City, to be paid from Bond Retirement Fund non-personnel operating budget account no. 151x134x0000x7289 pursuant to the attached certificate from the Director of Finance.

Approval of this Emergency Ordinance would authorize the payment of \$6,500 to Dinsmore & Shohl LLP for outstanding charges related to legal services provided to the City, to be paid from Bond Retirement Fund non-personnel operating budget account no. 151x134x0000x7289 pursuant to the attached certificate from the Director of Finance.

In May 2023, Dinsmore & Shohl LLP invoiced the City \$6,500 for legal services. The services were provided under contract, but the funds were not certified when the letter of engagement was executed.

Pursuant to Ohio Revised Code 5705.41(D)(1), the Director of Finance has issued a Then and Now Certificate, verifying sufficient resources were appropriated at the time of executing the letter of engagement, and now, for the purpose of paying for services rendered under the contract. No new resources are being appropriated for this purpose.

The reason for the emergency is the immediate need to make payment to Dinsmore & Shohl LLP in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**CMZ**

**- 2023**

**AUTHORIZING** a payment of \$6,500 to Dinsmore & Shohl LLP for outstanding charges related to legal services provided to the City, to be paid from Bond Retirement Fund non-personnel operating budget account no. 151x134x0000x7289 pursuant to the attached certificate from the Director of Finance.

WHEREAS, in May 2023, Dinsmore & Shohl LLP invoiced the City \$6,500 for legal services; and

WHEREAS, the services were provided under a letter of engagement between the City of Cincinnati and Dinsmore & Shohl LLP, but funds were not properly certified to the letter of engagement when it was executed in February 2023; and

WHEREAS, pursuant to Ohio Revised Code 5705.41(D)(1), the Director of Finance has issued a certificate, attached hereto, within the last 30 days verifying that at the time of executing the letter of engagement, and at the time the attached certificate was issued, a sufficient sum was appropriated and in the City Treasury for the purpose of paying for services rendered to the City under the letter of engagement; and

WHEREAS, Council desires to pay \$6,500 to Dinsmore & Shohl LLP for the legal services; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to make a payment of \$6,500 to Dinsmore & Shohl LLP for outstanding charges related to legal services provided to the City, to be paid from Bond Retirement Fund non-personnel operating budget account no. 151x134x0000x7289 pursuant to the attached certificate from the Director of Finance.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Dinsmore & Shohl LLP in a timely manner.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

**CITY OF CINCINNATI**  
**DIRECTOR OF FINANCE**  
**THEN AND NOW CERTIFICATE**

I, Karen Alder, Director of Finance for the City of Cincinnati, state the following:

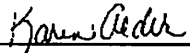
WHEREAS, the City of Cincinnati (“City”) and Dinsmore & Shohl LLP (“Dinsmore”) entered into a letter of engagement (“Agreement”) on February 16, 2023, for legal services, but no funds were certified to the Agreement.

WHEREAS, after February 16, 2023, Dinsmore provided services to the City under the scope of work set forth in the Agreement in the amount of \$6,500 for which Dinsmore has not been compensated.

NOW, THEREFORE,

1. As of February 16, 2023 and as of the date this certificate was executed, I hereby verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for services rendered under the Agreement. This verification is conditioned upon and subject to City Council’s approval of an ordinance authorizing the drawing of a warrant in payment of amounts due to Dinsmore & Shohl LLP under the Agreement.

Signed,

  
\_\_\_\_\_  
Karen Alder, Director of Finance  
City of Cincinnati

Date: 10/17/2023





**October 25, 2023**

**To:** Mayor and Members of City Council 202302257  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance** – Easement in favor of Duke Energy - Gas Pipeline  
CRC

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission

**EMERGENCY**

**CHM**

**- 2023**

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods (“Properties”), as more particularly described and depicted in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), which Properties are under the management of Cincinnati Recreation Commission (“CRC”); and

WHEREAS, Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), has requested certain utility easements upon portions of the Properties to upgrade and replace existing underground gas pipelines, as more particularly described and depicted in the Easement; and

WHEREAS, the City Manager, in consultation with the CRC, has determined that granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for recreation or other municipal purposes; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, the City has determined that eliminating competitive bidding is in the best interest of the City in connection with granting the Easement to Grantee because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement; and

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$281,196, which Grantee has agreed to pay; and

WHEREAS, CRC approved granting the Easement to Grantee at its regular meeting on September 19, 2023; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on October 20, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee certain utility easements upon portions of City-owned real property located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods (“Properties”) to upgrade and replace existing underground gas pipelines, as more particularly described and depicted on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for recreation or other municipal purposes.

Section 3. That it is in the best interest of the City to grant the Easement without competitive bidding because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$281,196, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into the Recreation Permanent Improvement Fund 751.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the

Easement, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents, as deemed necessary or appropriate by the City Manager.

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 for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

ATTACHMENT A

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[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Various CRC properties

### **GRANT OF EASEMENT**

In consideration of the sum of \$281,196 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easements, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), in, upon, through and across, and under portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor. Grantee shall ensure that Grantor's public utility lines and facilities are not disturbed and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired.

Grantor hereby grants and conveys to Grantee, its successors, and assigns temporary construction easements on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easements for uses associated with the initial establishment, construction, and installation of the Facilities (the "**Temporary Construction Easements**" or "**Temporary Construction Easement Areas**", as applicable). The Temporary Construction Easements shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed all necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Areas caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

The City Manager, in consultation with Cincinnati Recreation Commission ("**CRC**"), has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the best interest of

the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$281,196, which has been deposited with the Real Estate Services Division.

CRC approved the Easements and Temporary Construction Easements at its meeting on [\_\_\_\_\_].

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements and Temporary Construction Easements at its meeting on [\_\_\_\_\_].

Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. [\_\_\_\_\_], passed on [\_\_\_\_\_].

The respective rights and duties of Grantor and Grantee under this *Grant of Easement* are as follows:

1. **Access.** Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. **Existing Utility Lines.** Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Existing Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers with Existing Utility Lines to enter upon the Easement Areas from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such Existing Utility Lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Existing Utility Lines caused by Grantee, its agents, employees, contractors, and subcontractors.
3. **Clearing of Vegetation.** Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall use best efforts to leave the Easement Areas and Property in a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee will completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee will either re-sod or re-seed the damaged area.
4. **Repair of Damage.** Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and any and all damage to the Property resulting from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services,

or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

5. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
6. No Obstructions. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Areas, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public utility infrastructure and associated equipment, appurtenances, or improvements within the Easements.
7. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.
8. Exhibits. The following exhibit(s) is attached hereto and made a part hereof.

Exhibit A – *Survey Plats*

Exhibit B – Legal Description - Property

[Grantor Signature Page Follows]



**IN WITNESS WHEREOF**, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved by:

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

Approved as to Form:

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

*[Grantee Signature Page Follows]*

ACKNOWLEDGED AND ACCEPTED BY:  
**DUKE ENERGY OHIO, INC.,**  
an Ohio corporation

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

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

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

Date: \_\_\_\_\_, 2023

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **DUKE ENERGY OHIO, INC.,** an Ohio corporation, on behalf of the corporation.

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

This instrument prepared by:

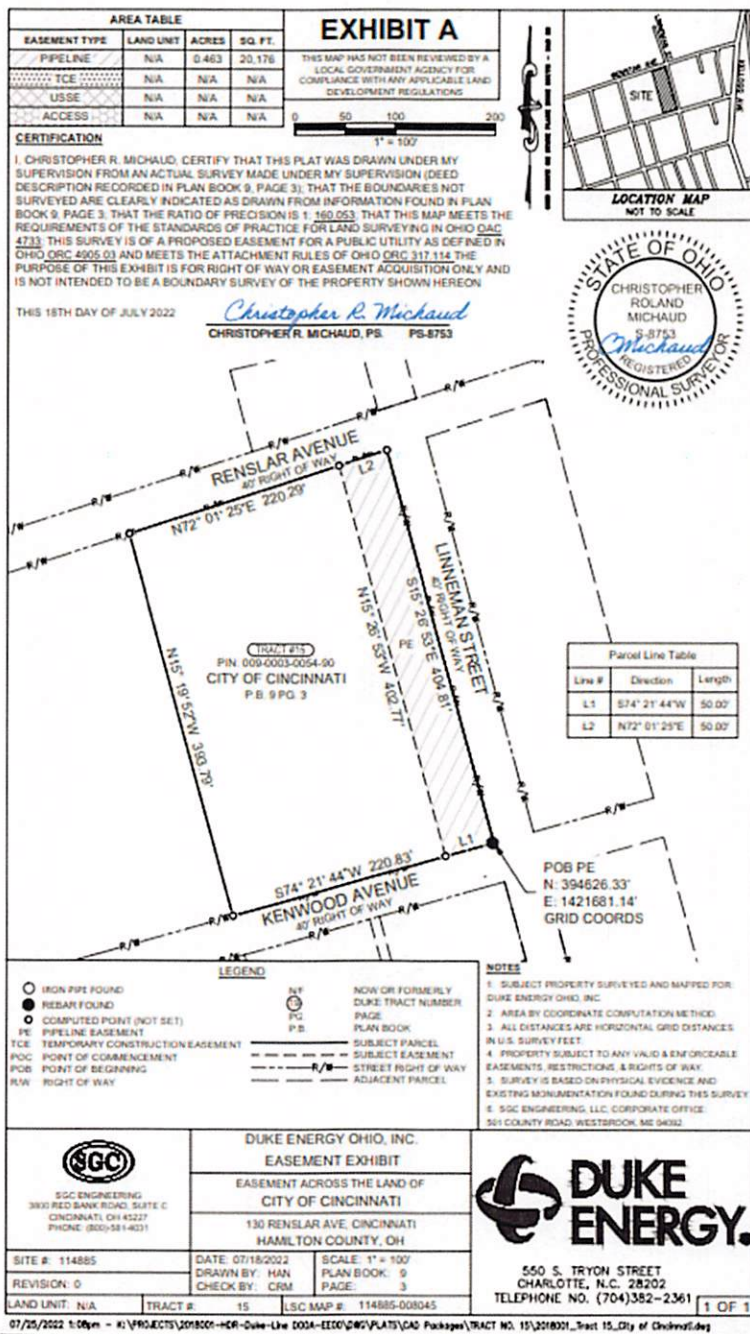
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, OH 45202

*For Grantee's Internal Use:*  
Work Order # \_\_\_\_\_  
Pad # \_\_\_\_\_  
Prepared Date: \_\_\_\_\_

**Exhibit A**  
to Grant of Easement

**Tract I**

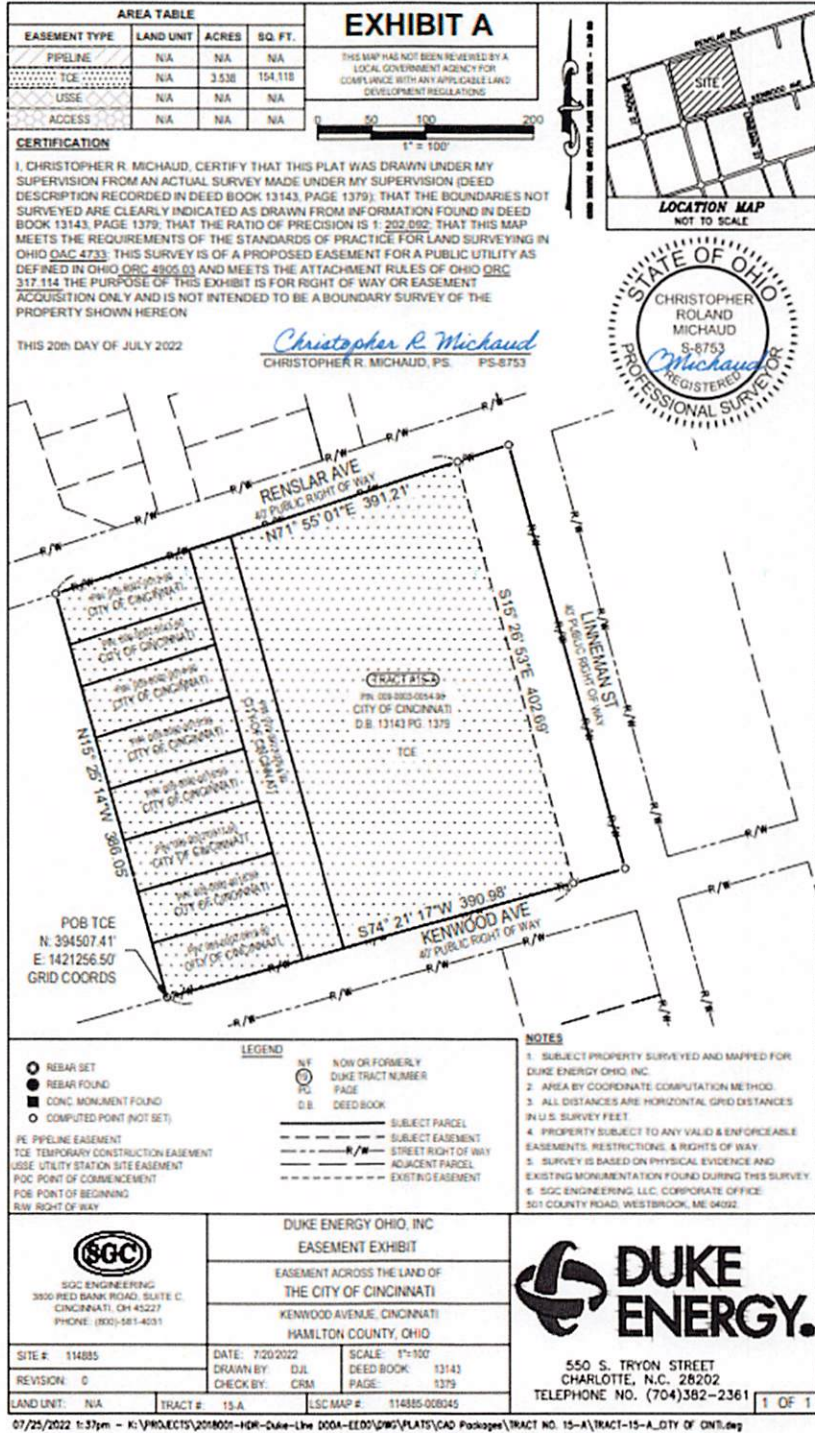
Auditor's Parcel No.: 009-0003-0120 thru -0135 & 009-0003-0145



**Exhibit A (Cont.)**

**Tract I**

**Auditor's Parcel No.:** 009-0003-0120 thru -0135 & 009-0003-0145

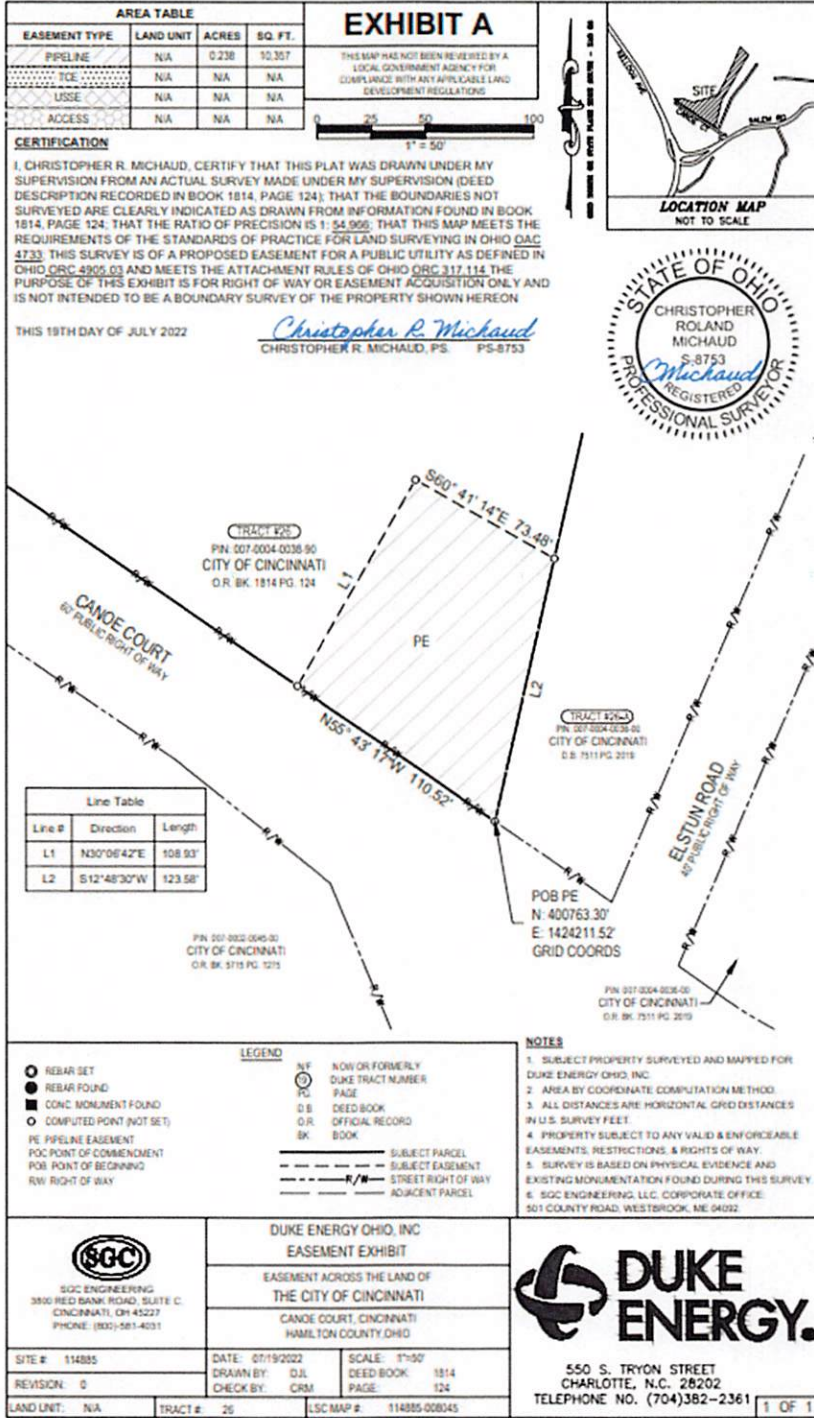




**Exhibit A (Cont.)**

**Tract II**

Auditor's Parcel No.: 007-0004-0038



**Exhibit B**

**Tract I**

**Property Address:** 130 Renslar Avenue  
**Auditor's Parcel No.:** 009-0003-0120 thru -0135 & 009-0003-0145  
**Prior Instrument Ref.:** DB 2731, Pg. 325; DB 2735, Pg. 192; and DB 2991, Pg. 446, Hamilton County, Ohio Records

Situate in Anderson Township, Hamilton County, Ohio, and being Lot Nos. 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 of Rogers Subdivision in the Village of California, Hamilton County, Ohio, as the same appears of record in Deed Book 868, Page 23, Hamilton County, Ohio Records.

Being the same premises conveyed to Nicholas Brokamp, by Certificate of Transfer No. 189225, as recorded in Deed Book 2693, Page 6, Hamilton County, Ohio Records.

**Also:**

Situate in the Village of California (now a part of the City of Cincinnati), Anderson Township, Hamilton County, Ohio, and being all of Lot No. 29 of the P. Roger's Heirs Subdivision, as the same appears on the Plat Records of Hamilton County, Ohio in Plat Book 3, Page 263, in the Recorder's Office of Hamilton County, Ohio. Said lot fronts 50 feet on the east side of Haney Street and 130 feet in depth.

Being the same premises conveyed to Morris Gershuny by deed recorded in Deed Book 2725, Page 189, Hamilton County, Ohio Records.

**Also:**

Situated, lying; and being in the City of Cincinnati, County of Hamilton, State of Ohio and being an Unnamed Alley as shown on Roger's Subdivision recorded in Plat Book 3, Page 263, Hamilton County Recorder's Office and being more particularly described as follows:

From the intersection of the westerly line of Linneman Street (a 40 foot street) and the southerly line of Renslar Avenue (a 40 foot street) measure S67° 36' 40"W along the southerly line of Renslar Avenue a distance of 130 feet to a point in the easterly line of the aforementioned Unnamed Alley (16 feet wide) for the Place of Beginning; thence, S20° 21'E along the easterly line of said Unnamed Alley a distance of 417.05 feet to the northerly line of Kenwood Avenue (a 40 foot street); thence, South 68° 05'W along said northerly line of Kenwood Avenue a distance of 16 feet to a point in the westerly line of said Unnamed Alley; thence, N20° 21'W along said westerly line a distance of 416.90 feet to a point in the said southerly line of Renslar Avenue; thence, N67° 36' 40"E along said southerly line of Renslar Avenue a distance of 16 feet to the Place of Beginning.

Being the same premises vacated as public right-of-way by Cincinnati City Council by Ordinance No. 336-1958, passed by Council on September 24, 1958.

**Tract II**

**Property Address:** Kellogg Avenue  
**Auditor's Parcel No.:** 007-0004-0038-90  
**Prior Instrument Ref.:** DB 1841, Pg. 124, Hamilton County, Ohio Records

Also, the following described real estate, to-wit: Situated in Military Survey No. 1723 in Anderson Township, Hamilton County, State of Ohio and more particularly described as follows: Beginning at a point in the center line of Kellogg Avenue at the southwest corner of Lot Seven of the W.P. Elstun Farm Subdivision, as recorded in Plat Book 4, page 60, Hamilton County Recorder's Office; thence north 8 degrees, 30 minutes East in the west line of said Lot No. 7 a distance of 528.00 feet to an angle in said west line; thence north 25 degrees, 30 minutes east in the west line of said Lot No. 7 and lot eight (8) of said subdivision, 924 feet to the northwest corner of said Lot No. 8; thence northwestwardly in the southwesterly line of Lot No. 5 of said subdivision 205.92 feet, more or less, to the easterly bank of the Little Miami River; thence southwestwardly along the easterly bank of the Little Miami River 1515 feet more, or less, to the center line of Kellogg Ave; thence southeastwardly in the center line of Kellogg Ave. 825 feet, more or less, to the place of beginning, subject to the rights of the public in all legal highways, and subject also to the right-of-way of the Cincinnati, Georgetown and Portsmouth Railway Company, and being part of the real estate transferred to grantor herein by Affidavit of Inheritance to the grantor herein and Ray Gallagher as the heirs of James Gallagher, deceased.



**October 25, 2023**

**To:** Mayor and Members of City Council 202302258  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance** – Easement: Little Miami Scenic Trail Connection to Elstun Road

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of the Board of Trustees of Anderson Township, Hamilton County, Ohio, pursuant to which the City of Cincinnati will grant temporary and perpetual easements to construct and maintain a public shared-use path upon portions of City-owned property located south of Beechmont Avenue and west Elstun Road in the Mt. Washington neighborhood of Cincinnati, thereby connecting Elstun Road to the Little Miami Scenic Trail and the City-owned Otto Armleder and Lunken Bike Trails.

The Administration recommends passage of this Emergency Ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission



## EMERGENCY

CHM

- 2023

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of the Board of Trustees of Anderson Township, Hamilton County, Ohio, pursuant to which the City of Cincinnati will grant temporary and perpetual easements to construct and maintain a public shared-use path upon portions of City-owned property located south of Beechmont Avenue and west of Elstun Road in the Mt. Washington neighborhood of Cincinnati, thereby connecting Elstun Road to the Little Miami Scenic Trail and the City-owned Otto Armleder and Lunken Bike Trails.

WHEREAS, the City of Cincinnati owns certain real property generally located south of Beechmont Avenue in Cincinnati, designated as Hamilton County, Ohio Auditor's Parcel No. 004-0008-0001-90 ("Property"), which is under the management of the Cincinnati Recreation Commission ("CRC"); and

WHEREAS, the Board of Trustees of Anderson Township, Hamilton County, Ohio, an Ohio political subdivision ("Grantee"), has requested the City to grant temporary and perpetual easements upon the Property, as depicted and described in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference ("Easements") to construct and maintain a shared use path connecting Elstun Road to the Little Miami Scenic Trail and the City-owned Otto Armleder and Lunken Bike Trails; and

WHEREAS, the City Manager, in consultation with CRC, has determined that granting the Easements to Grantee (i) is not adverse to the City's retained interest in the Property, and (ii) will not unreasonably interfere with the City's use of the Property for recreation or other municipal purposes; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, the City has determined that eliminating competitive bidding in connection with granting the Easements is in the best interest of the City because the Easements are needed to enable Grantee to construct and maintain the proposed shared-use path and, as a practical matter, no one else would have any need for the Easements; and

WHEREAS, the fair market value of the Easements, as determined by a professional appraisal by the City's Real Estate Services Division, is \$28,816; however, the City desires to grant the Easements for less than their estimated fair market value, namely, \$0.00, because (i) Grantee is a governmental entity, (ii) the Easements will serve and benefit the public, and (iii) the City will receive economic and non-economic benefits from the public shared-use path that equal or exceed the estimated fair market value of the Easements in that the City will be relieved of the expense and administrative burden of the construction and maintenance of the shared-use path in perpetuity; and

WHEREAS, CRC approved the grant of the Easements to Grantee at its regular meeting on September 19, 2023; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements at its meeting on October 20, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement in favor of the Board of Trustees of Anderson Township, Hamilton County, Ohio (“Grantee”), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City will grant to Grantee temporary and perpetual easements to construct and maintain a proposed public shared-use path (“Easements”) upon portions of City-owned property located south of Beechmont Avenue and west of Elstun Road designated as Hamilton County, Ohio Auditor’s Parcel No. 004-0008-0001-90 (“Property”), thereby connecting Elstun Road to the Little Miami Scenic Trail and the City-owned Otto Armleder and Lunken Bike Trails.

Section 2. That granting the Easements to Grantee (i) is not adverse to the City’s retained interest in the Property, and (ii) will not unreasonably interfere with the City’s use of the Property for recreation or other municipal purposes.

Section 3. That the fair market value of the Easements, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$28,816; however, the City desires to grant the Easements for less than their estimated fair market value, namely, \$0.00, because (i) Grantee is a governmental entity, (ii) the Easements will serve and benefit the public, and (iii) the City will receive economic and non-economic benefits from the public shared-use path that is anticipated to equal or exceed the estimated fair market value of the Easements in that the

City will be relieved of the expense and administrative burden of the construction and maintenance of the shared-use path in perpetuity.

Section 4. That it is in the best interest of the City to grant the Easements without competitive bidding because the Easements are needed to enable Grantee to construct and maintain the public shared-use path and, as a practical matter, no one else would have any need for the Easements.

Section 5. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance, including without limitation execution of any and all ancillary agreements, plats, and other documents associated with the Easement, such as amendments and supplements to the Easement as deemed necessary or appropriate by the City Manager to be in the vital and best interests of the City.

Section 6. 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 grant the Easements to Grantee so that Grantee may begin construction without delay and within timelines established by the Ohio Department of Transportation.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

---

[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Hamilton County, Ohio  
Auditor's Parcel No.: 004-0008-0001-90

#### GRANT OF EASEMENT

This Grant of Easement (this "**Easement**") is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of the **BOARD OF TRUSTEES OF ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO**, an Ohio political subdivision, the address of which is 7850 Five Mile Road, Cincinnati, OH 45230 ("**Grantee**").

#### Recitals:

A. By virtue of a *General Warranty Deed* executed on January 13, 1951, and recorded on March 9, 1951, in Deed Book 2467, Page 394, Hamilton County, Ohio Records, the City holds title to certain real property generally located south of Beechmont Avenue designated as Hamilton County, Ohio Auditor's Parcel No. 004-0008-0001-90, as more particularly described on Exhibit A (*Legal Description-the Property*) hereto (the "**Property**"). The Property is under the management of the Cincinnati Recreation Commission ("**CRC**").

B. Grantee has undertaken a project involving the design and construction of a public shared-use path for transportation and recreation purposes commonly known as the Little Miami Scenic Trail Extension to Elstun Road (HAM-LMST Ext. PID 113602) (the "**Project**").

C. The City desires to facilitate the Project by granting Grantee certain temporary and perpetual easement rights in, on, under, over and across portions of the Property, as more particularly depicted on Exhibit B (*Surveys*) and described on Exhibit C (*Legal Description-Easement Areas*) hereto to allow Grantee to do all things necessary and appropriate to construct, reconstruct, improve, alter, widen, use, maintain, and repair a public shared-use path for transportation and recreational purposes (the "**Improvements**").

D. The City Manager, in consultation with CRC, has determined that granting the Easements to Grantee (i) is not adverse to the City's retained interest in the Property, and (ii) will not unreasonably interfere with the City's use of the Property for recreation or other municipal purposes.

E. The fair market value of the Easements, as determined by a professional appraisal by the City's Real Estate Services Division, is \$28,816; however, the City desires to grant the Easements for less than their estimated fair market value, namely, \$0.00, because (i) Grantee is a governmental entity, (ii) the Easements will serve and benefit the public, and (iii) the City will receive economic and non-economic benefits from the public shared-use path that equal or exceed the estimated fair market value of the Easements in that the City will be relieved of the expense and administrative burden of the construction and maintenance of the shared-use path in perpetuity. The City has determined that eliminating competitive bidding in connection with granting the Easements is in the best interest of the City because the Easements are needed to enable Grantee to construct and maintain the proposed shared-use path and, as a practical matter, no one else would have any need for the Easements.

G. CRC approved the grant of the Easements to Grantee at its regular meeting on September 19, 2023.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements at its meeting on October 20, 2023.

I. City Council authorized the execution of this *Grant of Easement* by Ordinance No. [\_\_\_] passed by Cincinnati City Council on [\_\_\_\_\_].

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

1. **Grant.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, temporary construction easements and non-exclusive, perpetual easements to perform all necessary activities to construct, reconstruct, improve, alter, widen, maintain, repair, and operate a public shared use path for pedestrian and recreation purposes in, on, under, over, and across the Property, as more particularly depicted on Exhibit B and described on Exhibit C (the "**Easements**" or the "**Easement Areas**," as applicable). The rights herein granted shall include the right to relocate existing Third-Party Utility Lines, as defined below, within the Easement Areas if Grantee deems such relocation is necessary and appropriate in connection with the initial construction of the Improvements, all at no cost to the City. Notwithstanding the foregoing, in no event shall the rights herein granted to Grantee be construed to confer any right to a public utility provider to establish, construct, install, locate, or place new utility lines and related facilities or otherwise extend existing utility lines and associated facilities within the Easement Areas without the prior written consent of the City. The City represents that it is the true and lawful owner of the Property in fee simple, and has the right and power to convey the Easements, and that the Easement Areas are free and clear from all liens and encumbrances, except (i) easements, restrictions, conditions, covenants, and other matters of record; (ii) all legal highways; (iii) zoning and building laws, ordinances, rules, and regulations; and (iv) any and all taxes and assessments not yet due and payable. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Areas. The City has not made any representations or warranties concerning the condition or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for the Permitted Use, as defined below. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. The duration of the temporary easements herein granted, as more particularly depicted on Exhibit B and described on Exhibit C shall expire upon completion of all construction activities associated with the initial construction of the Improvements. Grantee shall restore the temporary easement area as nearly as practicable to the condition before the construction. The City

hereby reserves all rights of ingress and egress in, over, across, and through the Property and the Easement Areas.

**2. Permitted Use.** Grantee shall use the Easement Areas to establish, operate, and maintain a shared use path for the use and benefit of the public, including but not limited to the right to conduct educational, recreational, beautification, and public athletic programs and events. All activities undertaken by Grantee, its employees, agents, contractors, and subcontractors under this instrument shall comply with all applicable federal, state, and local codes, laws, and other governmental standards, policies, guidelines, and requirements. Grantee shall not use or permit the use of the Easement Areas in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of the Property, as determined by the City. Grantee shall ensure continuous, unrestricted access to the Easement Areas (24 hours/day, 7 days/week, 52 weeks/year) to the City for inspection and any other municipal purpose.

**3. Ownership of Improvements; No Agency.**

(A) Ownership of Shared Use Path. The parties acknowledge and agree that upon completion, any and all improvements associated with the public shared use path shall remain under the ownership of Grantee.

(B) No Agency. The parties acknowledge and agree that the City is not retaining Grantee to provide professional services to the City under this instrument. Grantee and its employees, agents, and contractors shall not be deemed to be agents, servants, or employees of the City and no person performing any activities hereunder or otherwise engaged in activities related to or arising out of the Permitted Use shall be considered an officer, agent, servant, or employee of the City. Grantee shall have the exclusive right to control the details of the construction, maintenance, repair, improvement, and operation of the public shared use path and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, and contractors, if any. Nothing herein shall be construed as creating an agency relationship between the City and Grantee.

**4. Alterations; Utilities; Maintenance and Repairs; Signs; No Liens.**

(A) Alterations. Grantee shall have the right to alter, enlarge, or modify the Improvements within the Easement Areas without the prior written consent of the City. Grantee shall have the right to install, place, or erect improvements and equipment incidental to the Permitted Use, including but not limited to barricades, trailheads, parking, fencing, benches, landscaping, bicycle racks, and trash facilities.

(B) Utilities. Grantee shall pay for the cost of electricity, water, and any and all other utilities associated with the Improvements. The City shall have no obligation to furnish utilities to the Easement Areas. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Third-Party Utility Lines**"). The rights herein granted to Grantee are subject to the rights of public utility providers to enter upon the Property from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas, if any. Grantee shall ensure that such utility lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees, or invitees. Grantee shall be responsible for paying all costs related to relocating such utilities if relocation is required in connection with Grantee's construction, installation, use, occupancy, operation, or maintenance of the Improvements.

(C) Maintenance and Repairs. Grantee shall maintain the Improvements in good and safe condition and repair. Upon completion, Grantee shall be solely responsible for maintaining, operating,

repairing, reconstructing, or removing the Improvements at no cost to the City. Grantee shall assume all responsibility for the maintenance and repair of the Easement Areas, including stormwater trenches, swales, vegetation, and debris and litter removal, provided, however, Grantee shall not have the right to remove any trees, bushes, or other vegetation within the Easement Areas without the prior written consent of the City. The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Easement Areas and the Improvements under this instrument.

(D) Signs. Grantee shall not install any way finding, directional, or informational signs within the Easement Areas without the City's prior written consent.

(E) No Liens. Grantee shall not permit any liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, or removal of the Improvements.

## **5. Insurance**

(A) Insurance Coverage. Grantee shall maintain, or shall cause to be maintained, the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the Improvements, naming the City and Grantee as their respective interests may appear;

(ii) property insurance on all of Grantee's personal property from time to time located at the Property in such amount as Grantee shall from time to time determine to be commercially reasonable;

(iii) Commercial General Liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Property in an amount not less than \$2,000,000 per occurrence, combined single limit/\$4,000,000 aggregate, or such additional amount as the City or its insurance or risk advisors may determine from time to time to be customary for comparable facilities in the Cincinnati area, naming the City as an additional insured;

(iv) Automobile Liability Insurance in the amount of not less than \$1,000,000 per occurrence, naming the City as an additional insured; and

(v) Workers Compensation insurance as required by law.

Grantee shall be permitted to satisfy the above-specified liability insurance coverages through a combination of primary and umbrella and/or excess liability policies.

(B) Policy Requirements. Grantee shall be permitted to satisfy the insurance requirements set forth above through primary and umbrella and/or excess liability policies under a self-insurance program authorized pursuant to ORC Section 2744.08 or a joint self-insurance pool authorized pursuant to ORC Section 2744.081 operated by or on behalf of Grantee or written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, provided that the insurance/coverage (i) may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (ii) is primary with respect to insurance maintained by the City. Grantee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Grantee hereunder upon request.

(C) Handling of Claims. The City assumes no responsibility for any acts, errors or omissions of Grantee or any employee, agent, representative or any other person acting or purporting to act for or on

behalf of Grantee; and similarly, Grantee assumes no responsibility for any acts, errors or omissions of the City or any employee, agent, representative or any other person acting or purporting to act for or on behalf of the City. In the event of third-party claims filed against either party pertaining to the Property, each party shall handle its own claims in accordance with its internal policies and procedures. The parties acknowledge that, as governmental entities, the parties are not legally permitted under Ohio law to contractually agree to indemnify each other.

**6. Default; Remedies.**

(A) Default. If either party fails to pay any amount due the other party hereunder or perform or observe any of the covenants, terms or conditions contained in this Agreement, and such failure to pay or perform continues for longer than sixty (60) days after the defaulting party receives written notice thereof from the non-defaulting party; provided, however, that if such failure is not reasonably susceptible of being cured within such sixty (60) day period, an event of default shall not be deemed to have occurred if the defaulting party commences to cure such failure within such sixty (60) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within one hundred twenty (120) days after the defaulting party receives written notice of the default from the non-defaulting party. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the non-defaulting party, an event of default shall be deemed to have occurred if the defaulting party fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period provided for under paragraph (A) above, the non-defaulting party shall be entitled to: (i) terminate this Agreement by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self-help" as the non-defaulting party determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of defaulting party, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. The failure of either party to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

**7. Assignment.** Grantee shall not assign its rights and interests under this instrument without the prior written consent of the City. Grantee acknowledges that the City is granting the rights herein because of the City's confidence that Grantee has the financial resources, experience, and community support that are necessary to carry out the Project and that therefore the City shall not be expected to consent to a proposed assignment to any entity in which the City does not have similar confidence. No assignment by Grantee of its rights or obligations under this instrument to a third party shall relieve Grantee from any liability to the City under this instrument.

**8. Real Estate Taxes.** The parties acknowledge that the Property is exempt from real property taxes.

**9. Notices.** All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express, UPS or other recognized courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Easement, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the day of receipt if delivered by courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Grantee sends a notice to the City alleging that the City is in default under this Easement, Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.



10. **Covenants to Run with the Land.** The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantee, and their respective successors-in-interest and assigns.

11. **Coordinated Report Conditions (CR #13-2023).** The following additional conditions shall apply: None.

12. **General Provisions.**

(A) **Entire Agreement.** This instrument (including the exhibits hereto and the other agreements referred to herein, if any) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.

(B) **Governing Law.** This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio.

(B) **Captions.** The captions of the various sections and paragraphs of this instrument 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 instrument.

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

(D) **Counterparts and Electronic Signatures.** This instrument may be executed and delivered by electronic signature; any original signatures initially delivered electronically shall be physically delivered as soon as reasonably possible. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

(E) **Official Capacity.** All representations, warranties, covenants, agreements and obligations of the City and Grantee under this instrument 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 member, officer, agent or employee of the City or Grantee in other than his or her official capacity. No official executing or approving the City's or Grantee's participation in this instrument shall be personally liable under this instrument.

(F) **Representation as to Authority.** The City and Grantee each represents to the other that it has the power and authority to enter into and perform its obligations under this instrument without the consent of anyone who is not a party to this instrument, and that the execution and performance of this instrument have been duly authorized by all necessary actions on the part of the performing party.

(G) **Appropriation of Funds.** Notwithstanding anything in this instrument, the City's and Grantee's performance of their respective obligations under the instrument that require the expenditure of money is subject to the appropriation of funds for such purposes by their respective legislative authorities. No party shall be in breach of this instrument if for any reason their legislative authorities do not pass any and all ordinances or resolutions as may be necessary for the respective parties to carry out the terms of this instrument, but in the event such ordinances or resolutions are not passed, the remaining parties may terminate this instrument with sixty (60) days' notice to the other parties.

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

Exhibit A – *Legal Description—the Property*

Exhibit B – *Surveys*

Exhibit C – *Legal Description–Easement Areas*

*[Signature Pages Follow]*

Executed by the parties on the date of acknowledgement listed below and effective as of the later of such dates (the "Effective Date").

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

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

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

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved by:

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

Approved as to Form:

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

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

[GRANTEE'S SIGNATURE PAGE FOLLOWS]

Accepted and agreed to by:

**BOARD OF TRUSTEES OF ANDERSON TOWNSHIP,  
HAMILTON COUNTY, OHIO**

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

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

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, the \_\_\_\_\_ of the **BOARD OF TRUSTEES OF  
ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO**, an Ohio political subdivision, on behalf of the  
political subdivision.

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

**EXHIBIT A**  
to Grant of Easement  
*Legal Description—the Property*

Being part of Military Survey 2204, Anderson Township, Hamilton County, Ohio, and being also part of Turpin lands, known as Case 61318 and recorded in Book 12, Page 186, Common Pleas Court Records and being described as follows:

Beginning at the intersection of the northerly line of said Survey 2204 (said northerly line of Survey 2204 being also the patent line) and the center line of Beechmont Avenue, thence South 20° 08' 20" West along the centerline of Beechmont Avenue a distance of 71.00 feet;

thence southwestwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described course deflecting to the left with a radius of 810.80 feet for a distance of 237.74 feet (the chord of said curve has a bearing of South 11° 44' 20" West and a length of 236.88 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve and deflecting to the left with a radius of 346.31 feet for a distance of 174.88 feet (the chord of said curve has a bearing of South 11° 07' 40" East and a length of 173.03 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 902.28 feet for a distance of 165.09 feet (the chord of said curve has a bearing of South 30° 50' 10" East and a length of 164.86 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 1230.87 feet for a distance of 278.20 feet (the chord of said curve has a bearing of South 42° 33' 10" East and a length of 277.61 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 465.69 feet for a distance of 174.48 feet (the chord of said curve has a bearing of South 59° 45' 40" East and a length of 173.46 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 1801.95 feet for a distance of 55.32 feet (the chord of said curve has a bearing of South 71° 22' 25" East and a length of 55.32 feet);

thence South 72° 15' 10" East along the centerline of Beechmont Avenue and tangent to the last described curve a distance of 187.81 feet;

thence South 00° 59' 10" East a distance of 17.40 feet;

thence South 77° 40' 10" East a distance of 290.96 feet;

thence South 77° 15' 50" West a distance of 292.65 feet;

thence South 01° 15' 50" West a distance of 448.21 feet to a point in the center line of Elstun Road;

thence North 76° 52' 10" West along the centerline of Elstun Road a distance of 25.10 feet to an angle;  
thence North 83° 21' 10" West along the center line of Elstun Road a distance of 821.95 feet;

**EXHIBIT A (Cont.)**

thence westwardly along a curve tangent to the last described curve deflecting to the left with a radius of 478.30 feet for a distance of 96.86 feet (the chord of said curve has a bearing of North 89° 09' 10" West and a length of 96.70 feet);  
thence North 52° 28' 50" West a distance of 1274.82 feet to the southeasterly bank of the Little Miami River;

thence North 49° 50' 20" East along the southeasterly bank of the Little Miami River a distance of 315.18 feet;

thence North 42° 59' 20" East along the southeasterly bank of the Little Miami River a distance of 481.54 feet;

thence North 48° 30' 20" East along the southeasterly bank of the Little Miami River a distance of 280.83 feet to a point in the northerly line of said Survey 2204;

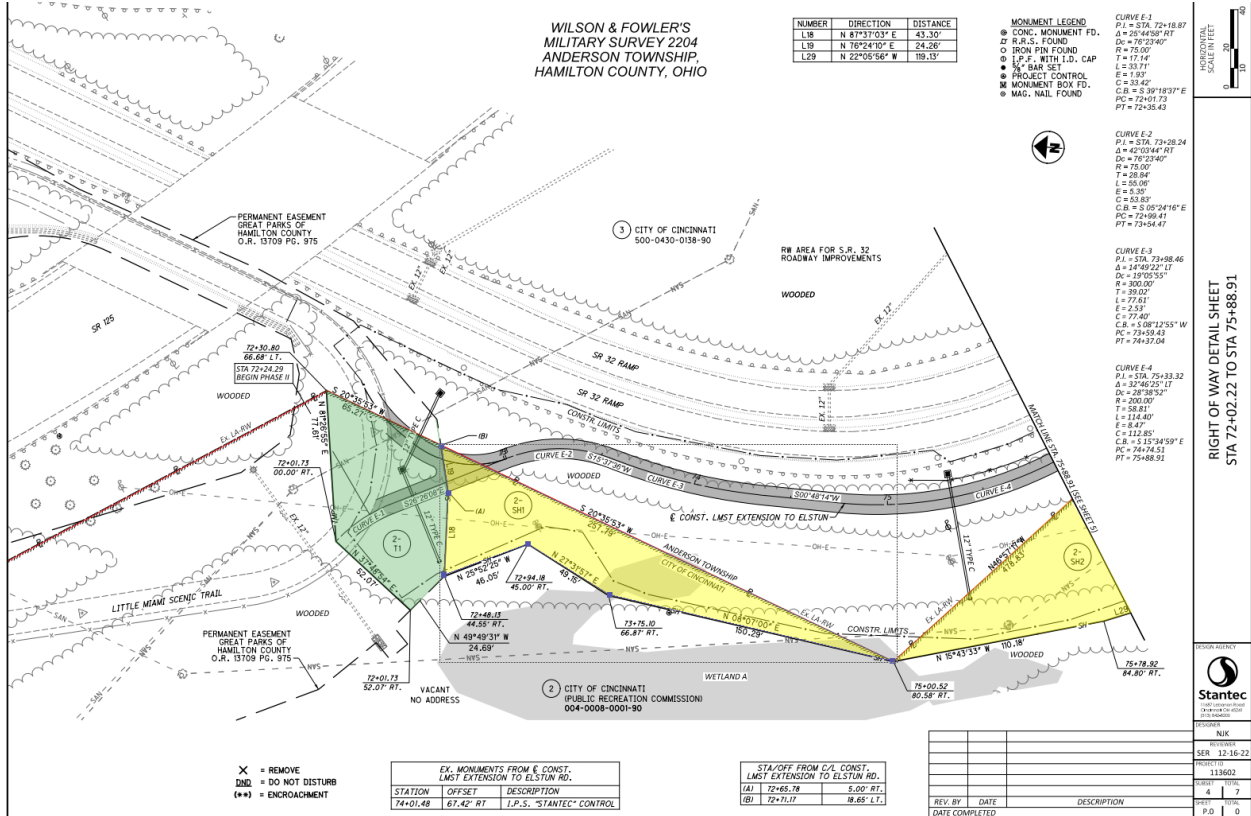
thence South 86° 26' 10" East along the northerly line of said Survey 2204 a distance of 268.28 feet to a point in the center line of Beechmont Avenue and the place of beginning. Subject to all legal highways.

Being part of the premises assigned to Ida Belle Turpin, now Ida Belle Turpin Stoffregen, by order of the Court of Common Pleas of Hamilton County, Ohio, in Case No. 61318, dated January 19, 1885, and recorded in Book 12, Page 169, Common Pleas Court Records.

Being the same premises conveyed to the City of Cincinnati by Ida Belle Turpin Stoffregen by *General Warranty Deed* dated January 13, 1951, and recorded in Deed Book 2467, Page 394, Hamilton County, Ohio records.

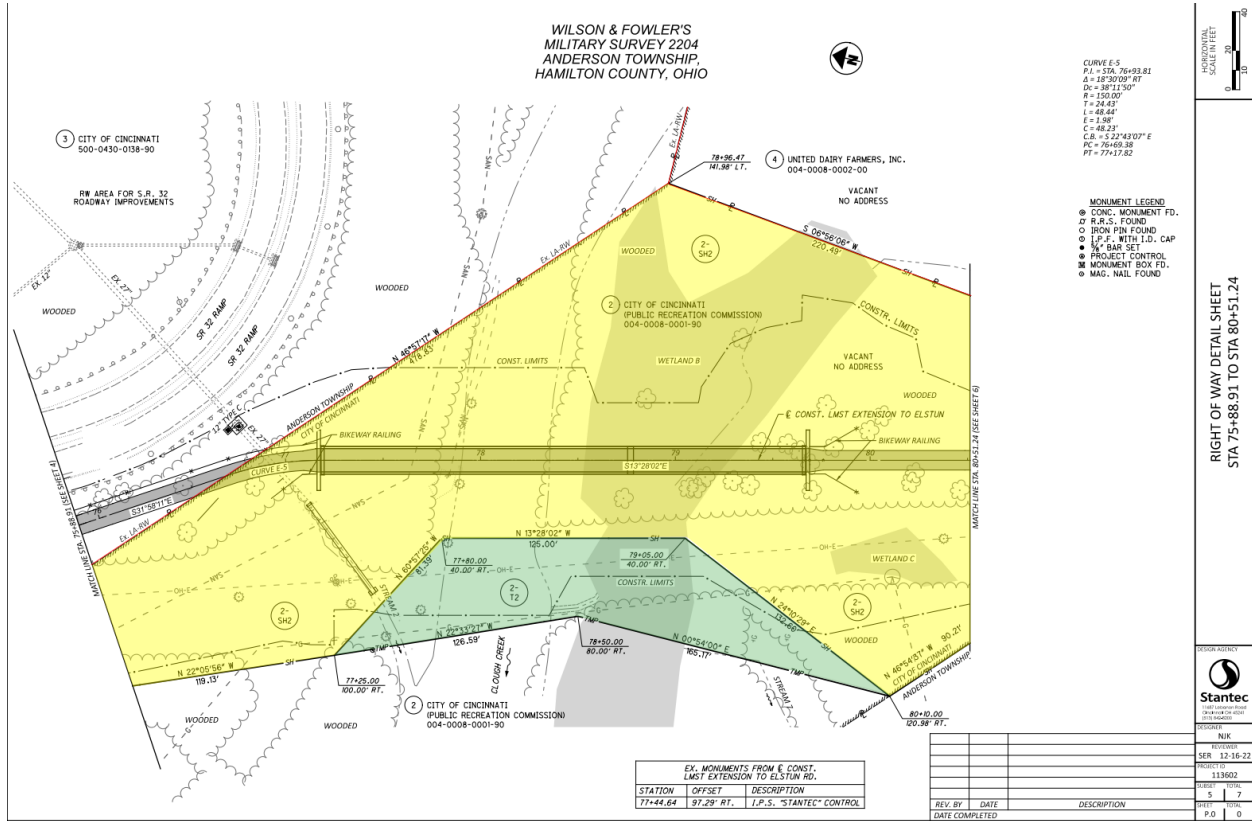
# EXHIBIT B to Grant of Easement Surveys

## Project Parcels 2-SH1 & 2-T1



# EXHIBIT B (Cont.)

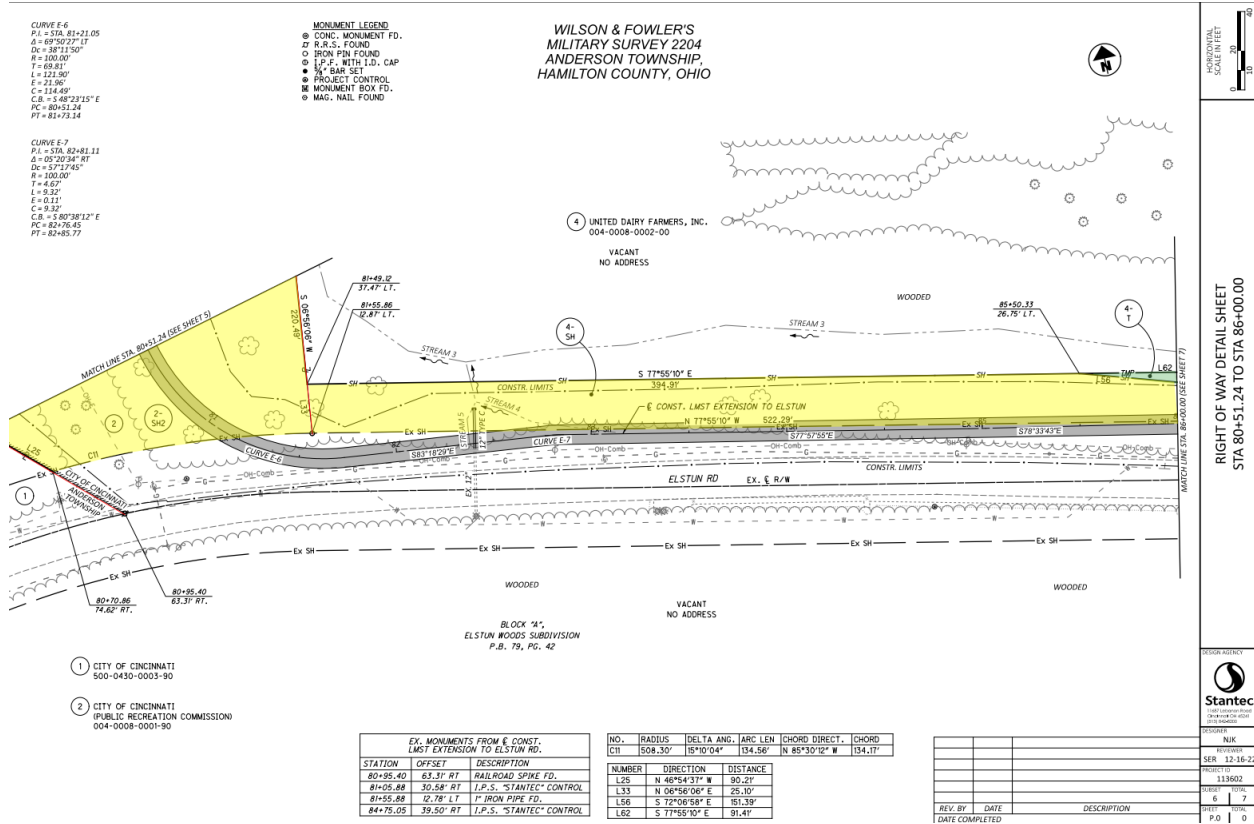
## Project Parcels 2-SH2 & 2-T2





## EXHIBIT B (Cont.)

### Project Parcel 2-SH2



**EXHIBIT C**  
to Grant of Easement  
*Legal Descriptions—Easement Areas*

**Project Parcel 2-SH1**

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

Being a parcel of land lying on the left and right sides of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

Beginning for Reference at a railroad spike found in the centerline of Elstun Road (being 60.00 feet in width), being a southerly line of said original 30.409-acre tract, at the northwesterly corner of the Reserve at Skytop Condominiums, Phase 1 of record in Plat Book 398, Page 27; said railroad spike being 22.05 feet right of Centerline Construction station 86+95.06;

Thence South 71 deg. 00 min. 25 sec. East, a distance of 13.60 feet along the centerline of Elstun Road to a railroad spike found at a southwesterly corner of Parcel II conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 21.60 feet right of Centerline Construction station 87+08.28;

Thence North 06 deg. 48 min. 19 sec. East, a distance of 30.50 feet along the westerly line of said Parcel II to a point in the existing northerly right-of-way line of Elstun Road, at a southeasterly corner of Parcel I conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 7.97 feet left of Centerline Construction station 87+01.29;

Thence the following two (2) courses and distances along the existing northerly right-of-way line of Elstun Road and the southerly line of said Parcel I;

1. Thence North 71 deg. 04 min. 21 sec. West, a distance of 22.28 feet to an angle point, being 7.25 feet left of Centerline Construction station 86+79.02;

2. Thence North 77 deg. 55 min. 10 sec. West, a distance of 522.29 feet to a point at the common corner of said Parcel I and the 12.7 acres transferred to the Public Recreation Commission by City of Cincinnati Ordinance Number 343-1969, being 12.87 feet left of Centerline Construction station 81+55.86; said point being further located as being North 06 deg. 56 min. 06 sec. East, a distance of 0.09 feet from a 1-inch pipe found;

Thence the following two (2) courses and distances along the common line of said Parcel I and said 12.7-acre tract;

1. Thence North 06 deg. 56 min. 06 sec. East, a distance of 25.10 feet to a point, being 37.47 feet left of Centerline Construction station 81+49.12;

**EXHIBIT C (Cont.)**

2. Thence North 06 deg. 56 min. 06 sec. East, a distance of 220.49 feet to a point at a common corner of said Parcel I and said 12.7-acre tract, being 141.98 feet left of Centerline Construction station 78+96.47;

Thence North 46 deg. 57 min. 17 sec. West, a distance of 478.83 feet along the northeasterly line of said 12.7-acre tract to a point being 80.58 feet right of Centerline Construction station 75+00.52; said point being the Point of True Beginning of the herein described parcel;

Thence the following three (3) courses and distances across said 12.7-acre tract and said original 30.409-acre tract;

1. Thence North 08 deg. 07 min. 00 sec. East, a distance of 150.29 feet to a point being 66.87 feet right of Centerline Construction station 73+75.10;

2. Thence North 27 deg. 31 min. 57 sec. East, a distance of 49.15 feet to a point being 45.00 feet right of Centerline Construction station 72+94.18;

3. Thence North 25 deg. 52 min. 25 sec. West, a distance of 46.05 feet to a point in the southerly line of an existing Permanent Easement conveyed to Great Parks of Hamilton County by deed of record in Official Record 13709, Page 975, being 44.55 feet right of Centerline Construction station 72+48.13;

Thence the following two (2) courses and distances along said existing Permanent Easement and across said 12.7 acre tract and said original 30.409 acre tract;

1. Thence North 87 deg. 37 min. 03 sec. East, a distance of 43.30 feet to a point being 5.00 feet right of Centerline Construction station 72+65.78;

2. Thence North 76 deg. 24 min. 10 sec. East, a distance of 24.26 feet to a point in the easterly line of said 12.7 acre tract, being 18.65 feet left of Centerline Construction station 72+71.17; Thence South 20 deg. 35 min. 53 sec. West, a distance of 257.79 feet along the easterly line of said 12.7 acre tract to the Point of True Beginning of the herein described parcel, containing 0.138 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 0.138 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February 2021.

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

**EXHIBIT C (Cont.)**

**Project Parcel 2-SH2**

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public

Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

**Beginning for Reference** at a railroad spike found in the centerline of Elstun Road (being 60.00 feet in width), being a southerly line of said original 30.409-acre tract, at the northwesterly corner of the Reserve at Skytop Condominiums, Phase 1 of record in Plat Book 398, Page 27; said railroad spike being 22.05 feet right of Centerline Construction station 86+95.06;

Thence South 71 deg. 00 min. 25 sec. East, a distance of 13.60 feet along the centerline of Elstun Road to a railroad spike found at a southwesterly corner of Parcel II conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 21.60 feet right of Centerline Construction station 87+08.28;

Thence North 06 deg. 48 min. 19 sec. East, a distance of 30.50 feet along the westerly line of said Parcel II to a point in the existing northerly right-of-way line of Elstun Road, at a southeasterly corner of Parcel I conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 7.97 feet left of Centerline Construction station 87+01.29;

Thence the following two (2) courses and distances along the existing northerly right-of-way line of Elstun Road and the southerly line of said Parcel I;

1. Thence North 71 deg. 04 min. 21 sec. West, a distance of 22.28 feet to an angle point, being 7.25 feet left of Centerline Construction station 86+79.02

2. Thence North 77 deg. 55 min. 10 sec. West, a distance of 522.29 feet to a point of curvature, said point being a common corner of said Parcel I and said 12.7-acre tract, being 12.87 feet left of Centerline Construction station 81+55.86; said point being the **Point of True Beginning** of the herein described parcel; said point being further located as being North 06 deg. 56 min. 06 sec. East, a distance of 0.09 feet from a 1 inch pipe found;

Thence along the existing northerly right-of-way line of Elstun Road and the southerly line of said 12.7 acre tract, with a curve to the left, having a radius of 508.30 feet, a central angle of 15 deg. 10 min. 04 sec., an arc length of 134.56 feet, the chord to which bears North 85 deg. 30 min. 12 sec. West a distance of 134.17 feet to a point in the southwesterly line of said original 30.409 acre tract, at a southwesterly corner of said 12.7 acre tract, being 74.62 feet right of Centerline Construction station 80+70.86;

Thence North 46 deg. 54 min. 37 sec. West, a distance of 90.21 feet along the southwesterly line of said original 30.409-acre tract and said 12.7-acre tract to a point, being 120.98 feet right of Centerline Construction station 80+10.00;

**EXHIBIT C (Cont.)**

Thence the following five (5) courses and distances across said original 30.409-acre tract and said 12.7 acre tract;

1. Thence North 24 deg. 10 min. 29 sec. East, a distance of 132.60 feet to a point being 40.00 feet right of Centerline Construction station 79+05.00;
2. Thence North 13 deg. 28 min. 02 sec. West, a distance of 125.00 feet to a point being 40.00 feet right of Centerline Construction station 77+80.00;
3. Thence North 60 deg. 57 min. 25 sec. West, a distance of 81.39 feet to a point being 100.00 feet right of Centerline Construction station 77+25.00;
4. Thence North 22 deg. 05 min. 56 sec. West, a distance of 119.13 feet to a point being 84.80 feet right of Centerline Construction station 75+78.92;
5. Thence North 15 deg. 43 min. 33 sec. West, a distance of 110.18 feet to an angle point in the northeasterly line of said 12.7-acre tract, being 80.58 feet right of Centerline Construction station 75+00.52;

Thence South 46 deg. 57 min. 17 sec. East, a distance of 478.83 feet along said northeasterly line of said 12.7-acre tract to a point at a common corner of said 12.7-acre tract and said Parcel I, being 141.98 feet left of Centerline Construction station 78+96.47;

Thence the following two (2) courses and distances along the common line of said 12.7 acre tract and said Parcel I;

1. Thence South 06 deg. 56 min. 06 sec. West, a distance of 220.49 feet to a point, being 37.47 feet left of Centerline Construction station 81+49.12;
2. Thence continuing South 06 deg. 56 min. 06 sec. West, a distance of 25.10 feet to the **Point of True Beginning** of the herein described parcel, containing 1.774 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 1.774 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February, 2021.

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

**EXHIBIT C (Cont.)**

**Project Parcel 2-T1**

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

Being a parcel of land lying on the left and right sides of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

Beginning at a point in the easterly line of said 12.7-acre tract, and in the southerly line of an existing Permanent Easement conveyed to Great Parks of Hamilton County by deed of record in Official Record 13709, Page 975, and the northerly line of a proposed Permanent Easement (Parcel 2-SH1), being 18.65 feet left of Centerline Construction station 72+71.17;

Thence the following three (3) courses and distances along the southerly line of said existing Permanent Easement conveyed to Great Parks of Hamilton County;

1. Thence South 76 deg. 24 min. 10 sec. West, a distance of 24.26 feet along the northerly line of said Parcel 2-SH1, to a point being 5.00 feet right of Centerline Construction station 72+65.78;
2. Thence South 87 deg. 37 min. 03 sec. West, a distance of 43.30 feet along the northerly line of said Parcel 2-SH1, to a point being 44.55 feet right of Centerline Construction station 72+48.13;
3. Thence North 49 deg. 49 min. 31 sec. West, a distance of 24.69 feet to a point being 52.07 feet right of Centerline Construction station 72+01.73;

Thence the following two (2) courses and distances across said 12.7-acre tract;

1. Thence North 37 deg. 48 min. 54 sec. East, a distance of 52.07 feet to a point being 0.00 feet right of Centerline Construction station 72+01.73;
2. Thence North 81 deg. 26 min. 55 sec. East, a distance of 77.61 feet to a point at a northeasterly corner of said 12.7 acre tract, being 66.68 feet left of Centerline Construction station 72+30.80;

Thence South 20 deg. 35 min. 53 sec. West, a distance of 65.27 feet along the easterly line of said 12.7 acre tract to the Point of True Beginning of the herein described parcel, containing 0.111 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 0.111 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February, 2021.

**EXHIBIT C (Cont.)**

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

**Project Parcel 2-T2**

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public

Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

Being a parcel of land lying on the right side of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

Beginning at a point at in the southwesterly line of said original 30.409-acre tract and said 12.7 acre tract and in the westerly line of a proposed Permanent Easement (Parcel 2-SH2), being 120.98 feet right of Centerline Construction station 80+10.00;

Thence the following two (2) courses and distances across said original 30.409 acre tract and said 12.7 acre tract;

1. Thence North 00 deg. 54 min. 00 sec. East, a distance of 165.17 feet to a point being 80.00 feet right of Centerline Construction station 78+50.00;
2. Thence North 22 deg. 33 min. 27 sec. West, a distance of 126.59 feet to a point in the westerly line of said Parcel 2-SH2, being 100.00 feet right of Centerline Construction station 77+25.00;

Thence the following three (3) courses and distances along the westerly lines of said Parcel 2-SH2;

1. Thence South 60 deg. 57 min. 25 sec. East, a distance of 81.39 feet to a point being 40.00 feet right of Centerline Construction station 77+80.00;
2. Thence South 13 deg. 28 min. 02 sec. East, a distance of 125.00 feet to a point being 40.00 feet right of Centerline Construction station 79+05.00;
3. Thence South 24 deg. 10 min. 29 sec. West, a distance of 132.60 to the Point of True Beginning of the parcel described herein, containing 0.230 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

**EXHIBIT C (Cont.)**

Of the above-described area, 0.230 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February, 2021.

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.



*Interdepartmental  
Correspondence Sheet*

October 25, 2023

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

202302259

**FROM:** Sheryl M.M. Long, City Manager

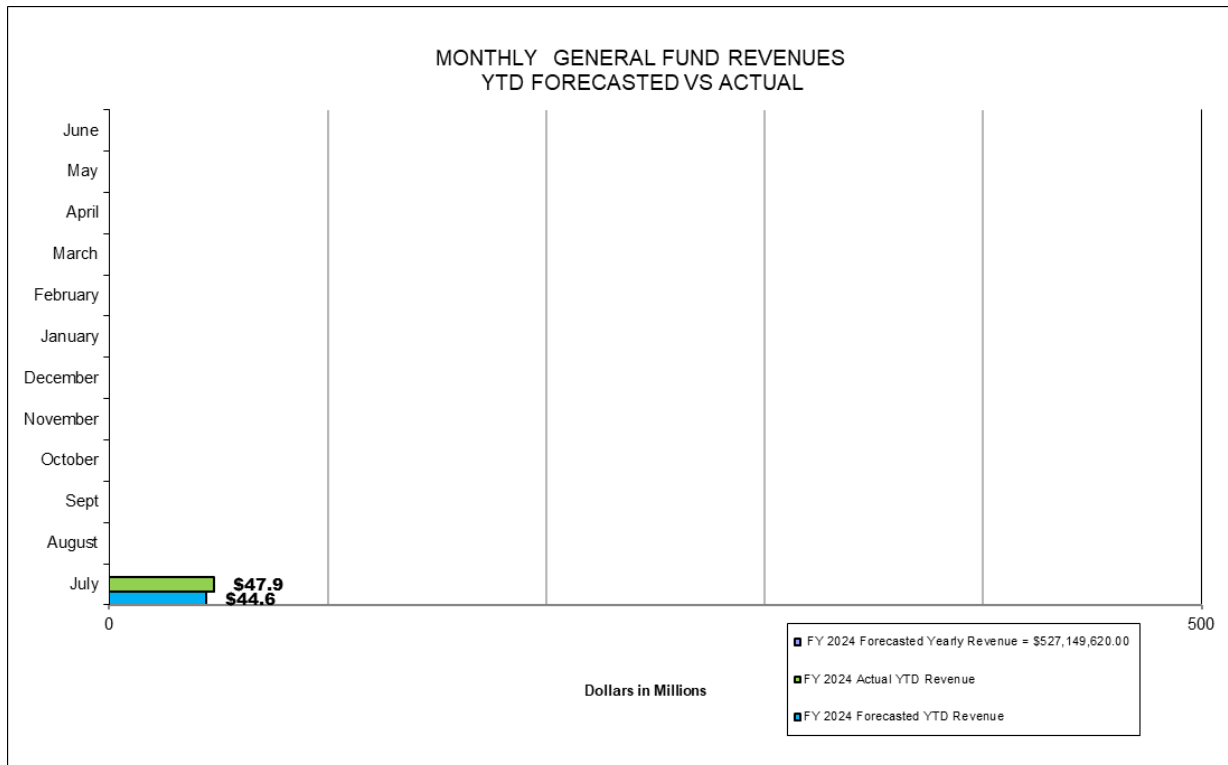
**SUBJECT:** Department of Finance Reports for the Month Ended July 31, 2023

**JULY 2023  
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending July 31, 2023. This report represents the first report for the new 2024 fiscal year, ending June 30, 2024. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year’s actual revenue vs. forecasted revenue and prior year’s actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through July 31, 2023 and shows that actual revenue of \$47.9 million was above forecasted revenue of \$44.6 million by \$3.3 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

<b>GENERAL FUND REVENUE SOURCES</b>		
	<b>FAVORABLE VARIANCE</b>	<b>(UNFAVORABLE) VARIANCE</b>
General Property Tax		(\$9,804)
City Income Tax	1,835,171	
Admissions Tax	782,662	
Short Term Rental Excise Tax	182,344	
Licenses & Permits	652,997	
Fines, Forfeitures, & Penalties		(\$248,888)
Investment Income		
Local Government	151,827	
Casino	175,821	
Police		(\$336,623)
Buildings and Inspections	174,412	
Fire		(\$114,722)
Parking Meter		(\$100)
Other	106,630	
	4,061,863	(\$710,137)
Difference	3,351,726	

**General Fund (favorable variance) is \$3.3 million above** the amount forecasted through July in the FY 2024 Budget. This is the first month's report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

**Income Taxes (favorable variance) is \$1.8 million above** the forecasted amount. Income Tax projections have been estimated with no increase from last year. This is the first month of the new fiscal year and as such there is not enough data to discern any trends.

**Admissions Tax (favorable variance) is \$783k above** the forecasted amount. A large weekend concert contributed to the positive variance in this category.

**Licenses & Permits (favorable variance) is up \$653k.** Contractor permits and Commercial Solid Waste revenues have come in above estimate. Finance will continue to monitor this revenue group closely.

The Restricted Funds are at or close to estimates. There are currently no notable variances.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue and Expenditures (Actual, Forecast and Prior Year) as of July 31, 2023.
2. Statement of Balances in the various funds as of July 31, 2023.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager  
Karen Alder, Finance Director

*Interdepartmental  
Correspondence Sheet*

October 25, 2023

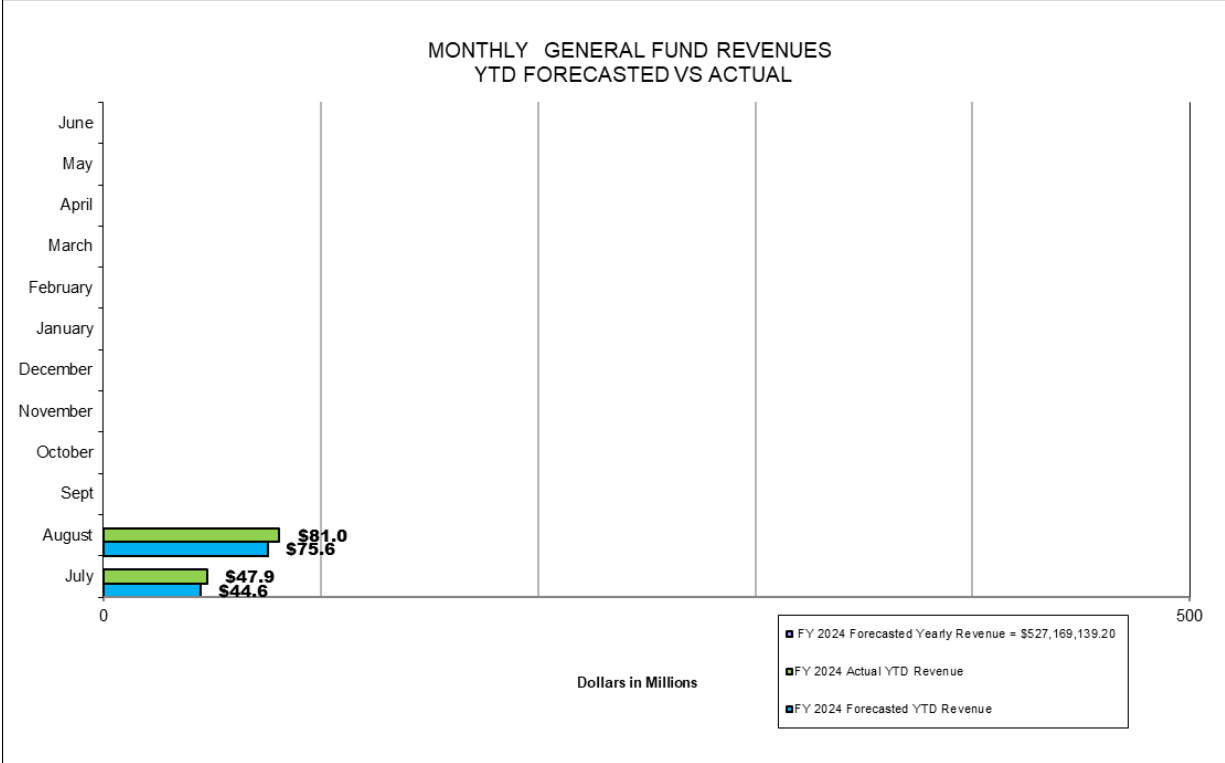
**TO:** Mayor and Members of City Council 202302260  
**FROM:** Sheryl M.M. Long, City Manager  
**SUBJECT:** Department of Finance Reports for the Month Ended August 31, 2023

**AUGUST 2023  
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending August 31, 2023. This report represents the second report for the new 2024 fiscal year, ending June 30, 2024. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year’s actual revenue vs. forecasted revenue and prior year’s actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through August 31, 2023 and shows that actual revenue of \$81 million was above forecasted revenue of \$75.6 million by \$5.4 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

<b>GENERAL FUND REVENUE SOURCES</b>		
	<b>FAVORABLE VARIANCE</b>	<b>(UNFAVORABLE) VARIANCE</b>
General Property Tax		(\$9,804)
City Income Tax	2,911,379	
Admissions Tax	1,322,632	
Short Term Rental Excise Tax	184,024	
Licenses & Permits	370,357	
Fines, Forfeitures, & Penalties		(\$654,669)
Investment Income		
Local Government	174,390	
Casino	175,821	
Police		(\$26,658)
Buildings and Inspections	131,262	
Fire	33,455	
Parking Meter		(\$200)
Other	826,997	
	6,130,318	(\$691,330)
Difference	5,438,987	

**General Fund (favorable variance) is \$5.4 million above** the amount forecasted through August in the FY 2024 Budget. This is the second month's report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

**Income Taxes (favorable variance) is \$2.9 million above** the forecasted amount. This is only the second month of the new fiscal year and as such there is not enough data to discern any trends.

**Admissions Tax (favorable variance) is up \$1.3 million** from the forecasted amount. A large weekend concert that crossed months (June-July) contributed to the positive variance in this category.

**Fines, Forfeitures & Penalties (unfavorable variance) is down \$655k** from the forecasted amount. All categories seem to be trailing estimates. It is early in the fiscal year and Finance will keep watch on this category.

**Other (favorable variance) is \$827k above** the forecasted amount. This is largely a result of a grant being received this fiscal year instead of last fiscal year. Due to the large number of revenue sources in this category and their fluctuations the Finance Department will monitor these closely.

**Restricted Funds:**

**Parking Systems Facilities (favorable variance) is up \$342k** from the forecasted amount. This is a result of the large weekend concert that was highlighted in Admissions Tax.

The remaining Restricted Funds are at or close to estimates.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of August 31, 2023.
2. Audit of the City Treasurer's Report for the month ended July 31, 2023.
3. Statement of Balances in the various funds as of August 31, 2023.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager  
Karen Alder, Finance Director

October 25, 2023

To: Mayor and Members of City Council 202302263  
From: Sheryl M.M. Long, City Manager  
Subject: Emergency Ordinance Accepting and Confirming the Grant of Utility Easements  
in Favor of Duke Energy Ohio, Inc.

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Attached is an emergency ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati.

The attached ordinance accepts and confirms the grant of utility easements in favor of Duke Energy Ohio, Inc. (“Grantee”) for the purpose of replacing existing underground gas pipelines upon portions of real property owned by the City of Cincinnati and managed by the Greater Cincinnati Water Works. The easement areas are more particularly depicted and described in the Grant of Easement attached to this ordinance as Attachment A.

The City Manager, in consultation with the Greater Cincinnati Water Works, has determined that granting the easement to Grantee is not adverse to the City’s retained interest in the property, nor will it interfere with the City’s municipal use of the property.

The collective fair market value of the easements is approximately \$145,217, which Grantee has agreed to pay. The City Planning Commission approved the easements at its meeting on October 20, 2023.

The Administration recommends passage of the attached emergency ordinance.

cc: Cathy B. Bailey, GCWW, Executive Director

**EMERGENCY**

**CHM**

**- 2023**

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property generally located along Kellogg and Renslar Avenues in the California neighborhood (“Properties”), as more particularly described and depicted in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), which Properties are under the management of Greater Cincinnati Water Works (“GCWW”); and

WHEREAS, Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), has requested certain utility easements upon portions of the Properties to upgrade and replace existing underground gas pipelines, as more particularly described and depicted in the Easement; and

WHEREAS, the City Manager, in consultation with the GCWW, has determined that granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for municipal purposes; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, the City has determined that eliminating competitive bidding is in the best interest of the City in connection with granting the Easement to Grantee because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement; and

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$145,217, which Grantee has agreed to pay; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on October 20, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement, in substantially the form attached to this ordinance as Attachment A and incorporated herein by



reference (“Easement”), in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee certain utility easements upon portions of City-owned real property located along Kellogg and Renslar Avenues in the California neighborhood (“Properties”) to upgrade and replace existing underground gas pipelines, as more particularly described and depicted on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for municipal purposes.

Section 3. That it is in the best interest of the City to grant the Easement without competitive bidding because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$145,217, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into the Water Works Fund 101.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the Easement, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents, as deemed necessary or appropriate by the City Manager.

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 for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

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[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: North of Renslar Ave between Kellogg Ave  
and Linneman St; Haney St; & Reservoir

### **GRANT OF EASEMENT**

In consideration of the sum of \$145,217 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), perpetual, non-exclusive easements to construct, operate, use, patrol, maintain, repair, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), across portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). Grantee shall not enlarge, add-to, or expand the Facilities within the Easement Areas without the prior written consent of Greater Cincinnati Water Works ("**GCWW**"), as more particularly detailed in that certain *Letter Agreement* by and between the parties that is hereby incorporated herein by reference and shall be a part hereof. The parties acknowledge and agree that the contents of the *Letter Agreement*, including the attachments thereto constitute infrastructure records that are exempt from release or disclosure pursuant to Ohio Revised Code Section 149.433. The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor, namely, GCWW and the Metropolitan Sewer District of Greater Cincinnati ("**MSD**"). Grantee shall ensure that Grantor's public utility lines and facilities are not damaged or otherwise disturbed by Grantee's exercise of the rights herein granted and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired. Grantee hereby agrees that it shall perform or shall cause the performance of all excavation and backfill work within the Easement Areas in accordance with GCWW specifications.

Grantor hereby grants and conveys to Grantee, its successors, and assigns temporary construction easements on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easements for uses associated with the initial establishment, construction, and installation of the Facilities (the "**Temporary Construction Easements**" or "**Temporary Construction Easement Areas**", as applicable). The Temporary Construction Easements shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed all necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Areas caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

The City Manager, in consultation with GCWW, has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$145,217, which has been deposited with the Real Estate Services Division.

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements and Temporary Construction Easements at its meeting on October 20, 2023.

Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. [\_\_\_\_], passed on [\_\_\_\_].

The respective rights and duties of Grantor and Grantee under this Grant of Easement are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways, and adjoining public roads where practical as determined by Grantee; provided, however, Grantee shall coordinate with Grantor with respect to its entry and activities upon the Property. Grantor shall have the right to observe all work conducted at the Property.
2. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall restore the surface of the Easement Areas and the Property, as the case may be, to a safe and sightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee shall either completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee shall either re-sod or re-seed the damaged area.
3. Environmental Condition. To the best of Grantor's actual knowledge, without having performed any independent inquiry, investigation, or environmental assessment, the Easement Areas do not contain any hazardous or toxic materials or other environmental contamination.
4. No Obstructions. Grantor shall only place or permit the placement of structures within the Easement Areas that may interfere with Grantee's exercise of its rights hereunder with the prior written consent of Grantee. Grantee shall have the right to remove any and all such unauthorized obstructions and, notwithstanding the provisions of paragraph 7 (Repair of Damage) below, Grantee shall not be required to repair any damage to the surface of the Easement Areas or the Property resulting therefrom. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public

utility infrastructure and associated equipment, appurtenances, or improvements within the Easement Areas.

5. Storing of Dirt. Grantee shall have the right to pile dirt and other material temporarily and to operate equipment upon the surface of the Easement Areas and also on the land immediately adjacent to the Easement Areas not to exceed fifteen (15) feet in width on either side of the Easement Areas, but only during those times when Grantee is constructing, maintaining, repairing, or removing the Facilities.
6. Repair of Damage. Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and the Property, including without limitation piping, driveways, signs, and landscaping related to or arising from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a safe and slightly condition and otherwise to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.
7. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
8. Authority to Grant Easements. Grantor represents that it has the necessary authority and title to the Property to grant the Easements to Grantee.
9. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions, and other matters of record affecting the Property.
10. Exhibits. The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A – *Survey Plats*

Exhibit B – *Legal Description—the Property*

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CINCINNATI**,  
an Ohio municipal corporation

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved By:

\_\_\_\_\_  
Andrea Yang, Interim Director  
Greater Cincinnati Water Works

Approved as to Form:

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

[ORSANCO SIGNATURE PAGE FOLLOWS]

APPROVED AND CONSENTED TO BY:

**OHIO RIVER VALLEY WATER SANITATION COMMISSION,**  
an interstate agency created and existing by interstate compact

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

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

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

Date: \_\_\_\_\_, 2023

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **OHIO RIVER VALLEY WATER SANITATION COMMISSION**, an interstate agency, on behalf of the agency.

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

*[GRANTEE SIGNATURE PAGE FOLLOWS]*

ACKNOWLEDGED AND ACCEPTED BY:  
**DUKE ENERGY OHIO, INC.**,  
an Ohio corporation

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

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

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

Date: \_\_\_\_\_, 2023

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **Duke Energy Ohio, Inc.**, an Ohio corporation, on behalf of the corporation.

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

This instrument prepared by:

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

*For Grantee's Internal Use:*  
Line Name/No: \_\_\_\_\_  
R/W Tract No: \_\_\_\_\_  
Job Control# \_\_\_\_\_  
LU# \_\_\_\_\_  
Prep/Chk: RB/ Exec/Rec: \_\_\_\_\_  
Dwg/Fac Ref.: \_\_\_\_\_

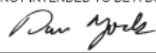


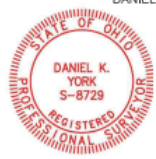
**EXHIBIT A**  
to Grant of Easement  
Survey Plat

**Tract I**  
Auditor's Parcel No.: 009-0003-0152

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.094	4,095	THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS
TCE	N/A	0.040	1,725	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	

**CERTIFICATION**  
I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 9, PAGE 3); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 9, PAGE 3; THAT THE RATIO OF PRECISION IS 1:132,140,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO O.R.C. 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO O.R.C. 317.114 THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 21st DAY OF DECEMBER 2022  
  
 DANIEL K. YORK, PS. PS-8729



(TRACT #20)  
 PIN: 009-0003-0152-00  
 CITY OF CINCINNATI  
 P.B., 9 PG. 3

PAGE 2  
 PAGE 3

RENSLAR AVENUE  
 40' PUBLIC RIGHT OF WAY


KELLOGG AVENUE  
 60' PUBLIC RIGHT OF WAY


**LEGEND**

○ REBAR SET	○ N/F	NOW OR FORMERLY
● REBAR FOUND	⑩	DUKE TRACT NUMBER
■ CONC. MONUMENT FOUND	PG.	PAGE
○ COMPUTED POINT (NOT SET)	D.B.	DEED BOOK
	P.B.	PLAN BOOK
PE PIPELINE EASEMENT	---	SUBJECT PARCEL
TCE TEMPORARY CONSTRUCTION EASEMENT	---	SUBJECT EASEMENT
USSE UTILITY STATION SITE EASEMENT	---R/W---	STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	---	ADJACENT PARCEL
POB POINT OF BEGINNING	---	EXISTING EASEMENT
R/W RIGHT OF WAY		

**NOTES**

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- SGC ENGINEERING, L.L.C. CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.

 SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800)581-4031	DUKE ENERGY OHIO, INC EASEMENT EXHIBIT	
	EASEMENT ACROSS THE LAND OF THE CITY OF CINCINNATI RENSLAR AVENUE, CINCINNATI HAMILTON COUNTY, OHIO	
SITE #: 114885 REVISION: 1	DATE: 12/21/2022 DRAWN BY: DJL CHECK BY: DKY	SCALE: 1" = 50' PLAN BOOK: 9 PAGE: 3
LAND UNIT: N/A TRACT #: 20	LSC MAP #: 114885-008045	

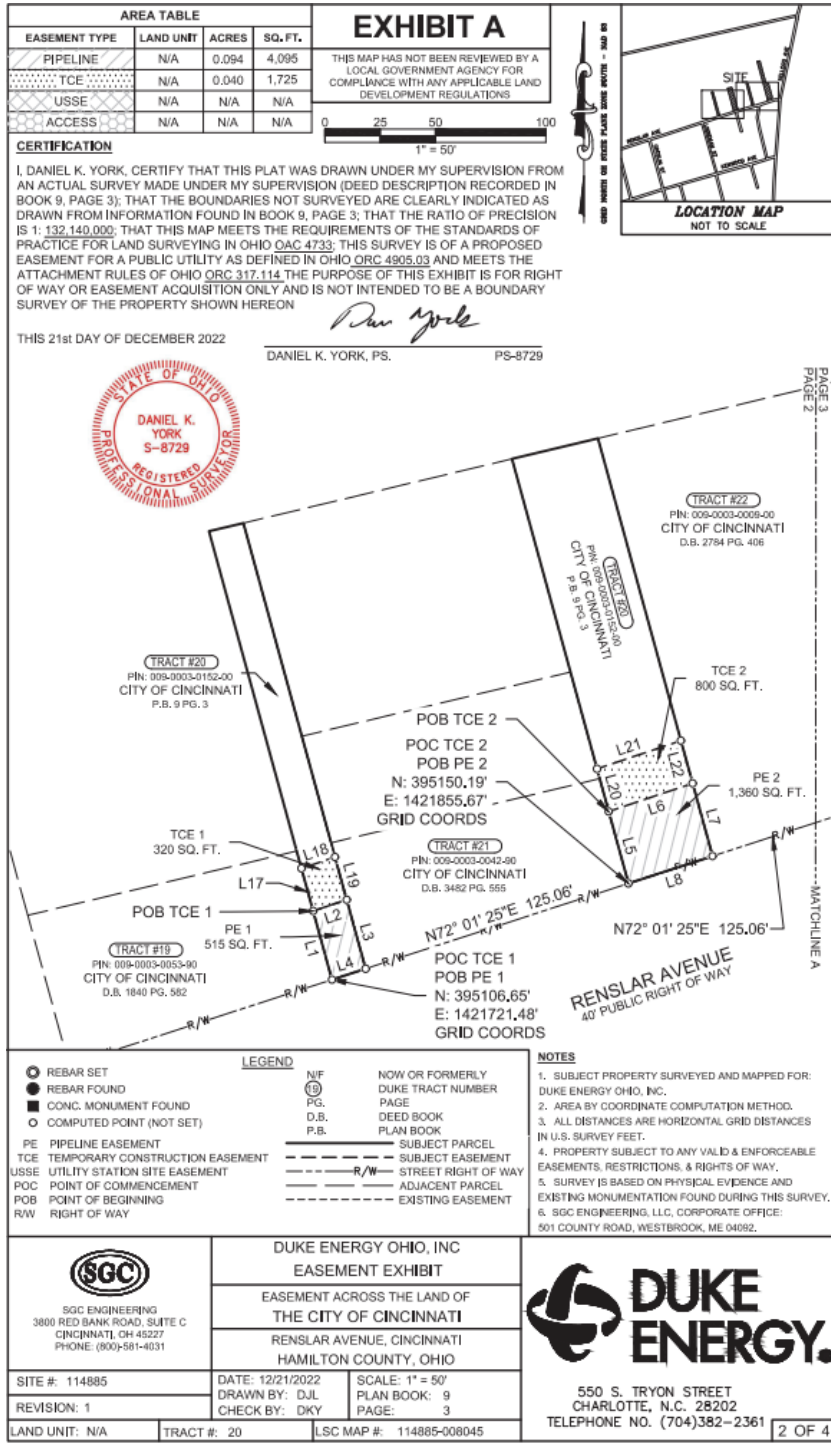
  
 550 S. TRYON STREET  
 CHARLOTTE, N.C. 28202  
 TELEPHONE NO. (704)382-2361

1 OF 4

**Exhibit A (Cont.)**

**Tract I**

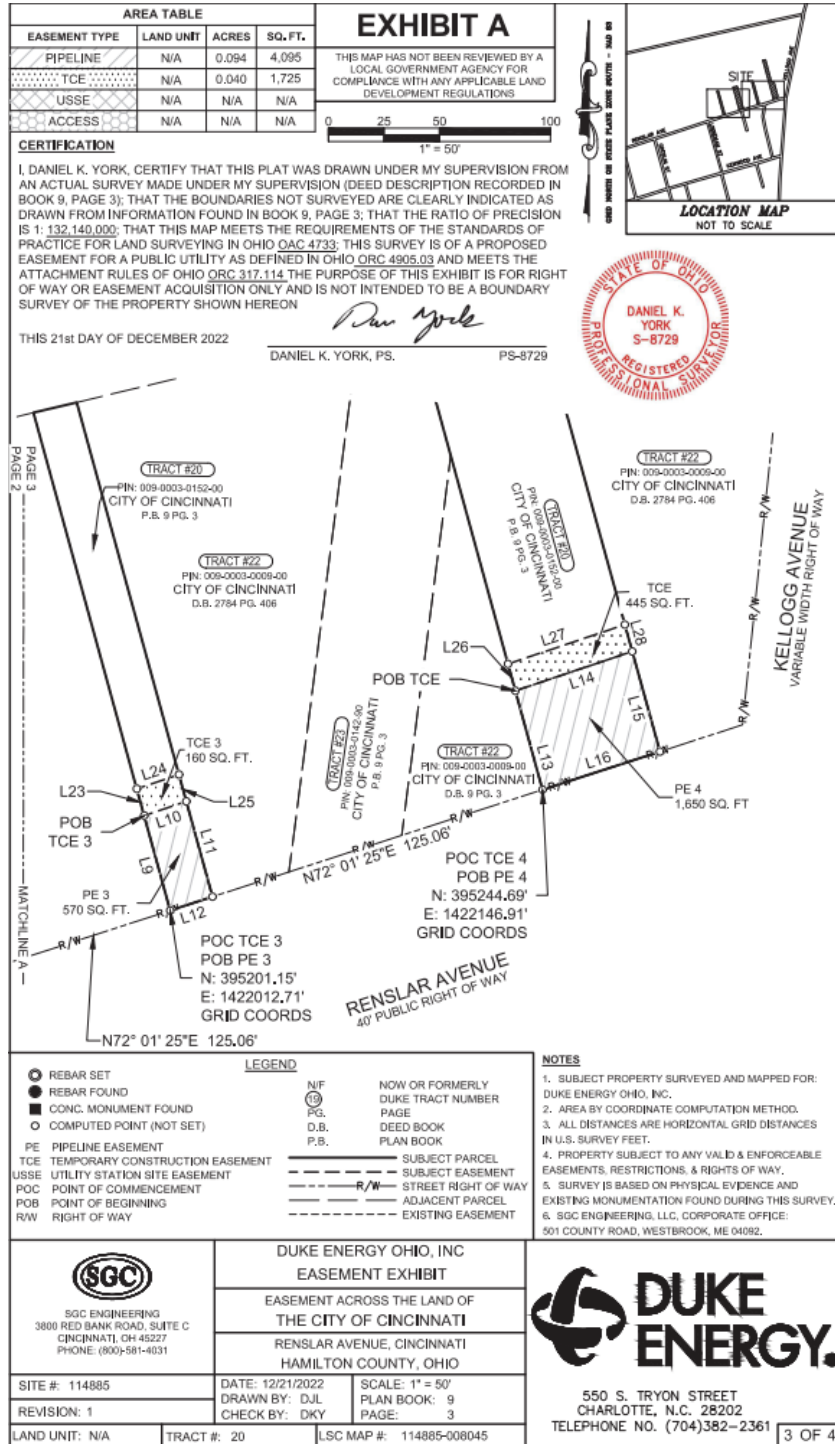
**Auditor's Parcel No.:** 009-0003-0152



**Exhibit A (Cont.)**

**Tract I**

**Auditor's Parcel No.:** 009-0003-0152



**Exhibit A (Cont.)**

**Tract I**

**Auditor's Parcel No.:** 009-0003-0152

AREA TABLE				<b>EXHIBIT A</b> <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.094	4,095	
TCE	N/A	0.040	1,725	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	


  

**CERTIFICATION**



I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 9, PAGE 3); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 9, PAGE 3; THAT THE RATIO OF PRECISION IS 1: 132,140,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114. THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

*Daniel K. York*  
DANIEL K. YORK, PS. PS-8729

THIS 21st DAY OF DECEMBER 2022



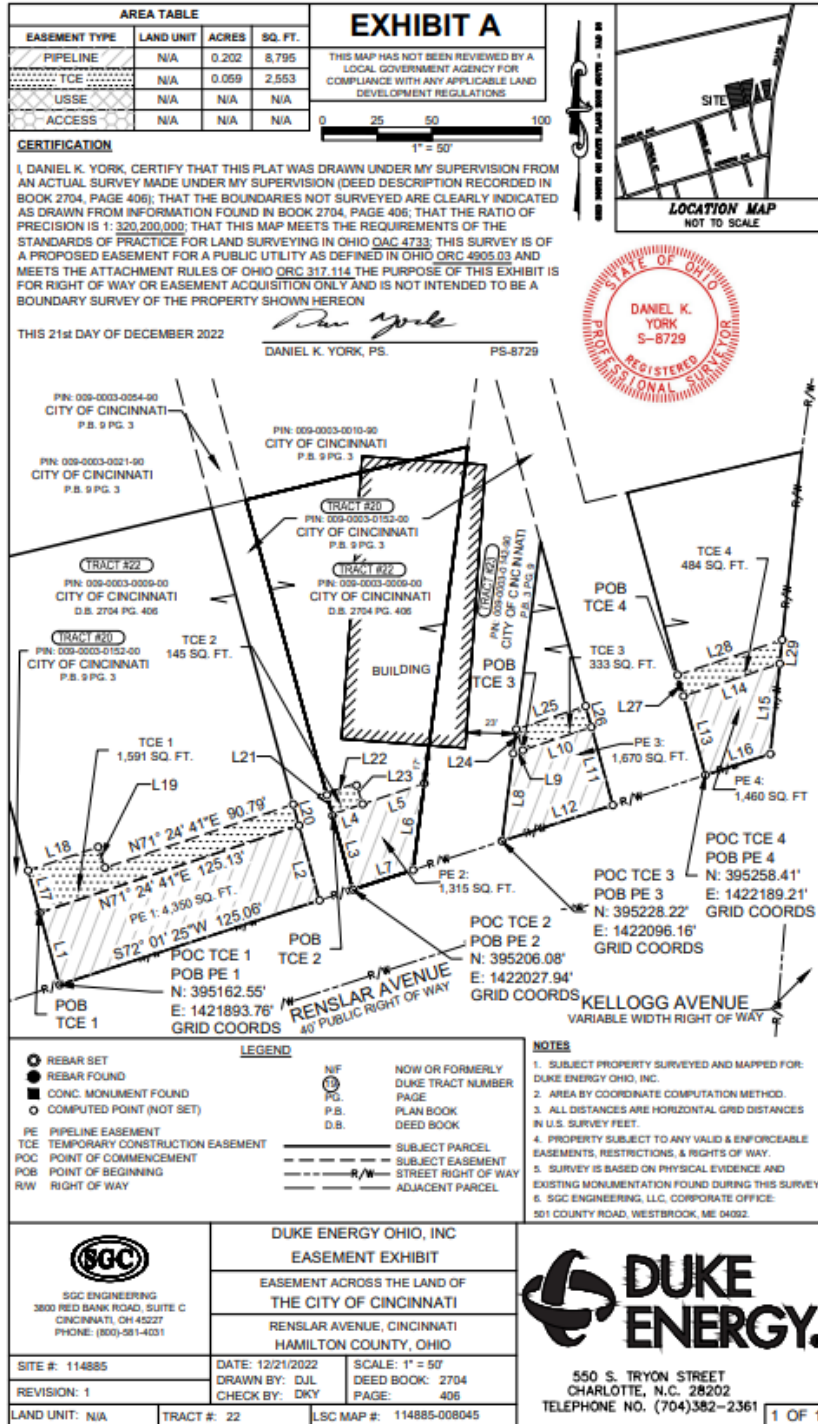
Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N15° 21' 05"W	32.20'	L15	S15° 26' 29"E	37.46'
L2	N71° 24' 41"E	16.03'	L16	S72° 01' 25"W	44.47'
L3	S15° 21' 05"E	32.37'	L17	N15° 21' 05"W	20.03'
L4	S72° 01' 25"W	16.02'	L18	N71° 24' 41"E	16.03'
L5	N15° 21' 05"W	33.71'	L19	S15° 21' 05"E	20.03'
L6	N71° 24' 41"E	40.06'	L20	N15° 21' 05"W	20.03'
L7	S15° 21' 05"E	34.14'	L21	N71° 24' 41"E	40.06'
L8	S72° 01' 25"W	40.04'	L22	S15° 21' 05"E	20.03'
L9	N15° 21' 05"W	35.48'	L23	N15° 21' 05"W	10.02'
L10	N71° 24' 41"E	16.03'	L24	N71° 24' 41"E	16.03'
L11	S15° 21' 05"E	35.65'	L25	S15° 21' 05"E	10.02'
L12	S72° 01' 25"W	16.02'	L26	N15° 21' 05"W	10.02'
L13	N15° 21' 05"W	36.98'	L27	N71° 24' 41"E	44.42'
L14	S71° 24' 41"W	44.44'	L28	S15° 26' 29"E	10.02'

LEGEND		NOTES		
<ul style="list-style-type: none"> <li>○ REBAR SET</li> <li>● REBAR FOUND</li> <li>■ CONC. MONUMENT FOUND</li> <li>○ COMPUTED POINT (NOT SET)</li> <li>PE PIPELINE EASEMENT</li> <li>TCE TEMPORARY CONSTRUCTION EASEMENT</li> <li>USSE UTILITY STATION SITE EASEMENT</li> <li>POC POINT OF COMMENCEMENT</li> <li>POB POINT OF BEGINNING</li> <li>R/W RIGHT OF WAY</li> </ul>	<ul style="list-style-type: none"> <li>N/F NOW OR FORMERLY DUKE TRACT NUMBER</li> <li>⊙ PAGE</li> <li>D.B. DEED BOOK</li> <li>P.B. PLAN BOOK</li> <li>----- SUBJECT PARCEL</li> <li>----- SUBJECT EASEMENT</li> <li>----- R/W STREET RIGHT OF WAY</li> <li>----- ADJACENT PARCEL</li> <li>----- EXISTING EASEMENT</li> </ul>	<ol style="list-style-type: none"> <li>1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.</li> <li>2. AREA BY COORDINATE COMPUTATION METHOD.</li> <li>3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.</li> <li>4. PROPERTY SUBJECT TO ANY VALID &amp; ENFORCEABLE EASEMENTS, RESTRICTIONS, &amp; RIGHTS OF WAY.</li> <li>5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.</li> <li>6. SGC ENGINEERING, LLC, CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.</li> </ol>		
 SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800)-581-4031		<b>DUKE ENERGY OHIO, INC</b> <b>EASEMENT EXHIBIT</b> EASEMENT ACROSS THE LAND OF THE CITY OF CINCINNATI RENSLAR AVENUE, CINCINNATI HAMILTON COUNTY, OHIO		
SITE #: 114885 REVISION: 1 LAND UNIT: N/A	DATE: 12/21/2022 DRAWN BY: DJL CHECK BY: DKY TRACT #: 20	SCALE: NTS PLAN BOOK: 9 PAGE: 3 LSC MAP #: 114885-008045	 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361	
			4 OF 4	

**Exhibit A (Cont.)**

**Tract II**

**Auditor's Parcel No.:** 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)





**Exhibit A (Cont.)**

**Tract II**

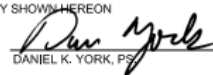
**Auditor's Parcel No.:** 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)


AREA TABLE				<b>EXHIBIT A</b> <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.202	8,795	
TCE	N/A	0.080	3,465	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	

**CERTIFICATION**

I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2704, PAGE 406); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 2704, PAGE 406; THAT THE RATIO OF PRECISION IS 1: 320,200,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114 THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 21st DAY OF DECEMBER 2022

  
 DANIEL K. YORK, PS      PS-8729



Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N15° 21' 05"W	34.14'	L16	S72° 01' 25"W	31.29'
L2	S15° 21' 05"E	35.48'	L17	N15° 21' 05"W	20.03'
L3	N15° 21' 05"W	35.65'	L18	S15° 21' 05"E	20.03'
L4	N71° 24' 41"E	14.71'	L19	N15° 21' 05"W	10.02'
L5	N71° 24' 41"E	29.74'	L20	N71° 24' 41"E	14.25'
L6	S7° 21' 29"W	39.92'	L21	S17° 59' 09"E	10.00'
L7	S72° 01' 25"W	29.00'	L22	N17° 06' 28"W	10.00'
L8	N7° 21' 29"E	40.43'	L23	N71° 24' 41"E	33.44'
L9	N71° 24' 41"E	4.61'	L24	S15° 21' 05"E	10.02'
L10	N71° 24' 41"E	33.14'	L25	N15° 26' 29"W	10.02'
L11	S15° 21' 05"E	36.98'	L26	N71° 24' 41"E	50.45'
L12	S72° 01' 25"W	53.35'	L27	S5° 55' 35"W	10.99'
L13	N15° 26' 29"W	37.48'			
L14	N71° 24' 41"E	46.44'			
L15	S5° 55' 35"W	41.47'			

LEGEND		NOTES
<ul style="list-style-type: none"> <li>⊙ REBAR SET</li> <li>● REBAR FOUND</li> <li>■ CONC. MONUMENT FOUND</li> <li>○ COMPUTED POINT (NOT SET)</li> <li>PE PIPELINE EASEMENT</li> <li>TCE TEMPORARY CONSTRUCTION EASEMENT</li> <li>POC POINT OF COMMENCEMENT</li> <li>POB POINT OF BEGINNING</li> <li>R/W RIGHT OF WAY</li> </ul>	<ul style="list-style-type: none"> <li>N/F NOW OR FORMERLY DUKE TRACT NUMBER</li> <li>PG. PAGE</li> <li>P.B. PLAN BOOK</li> <li>— SUBJECT PARCEL</li> <li>- - - SUBJECT EASEMENT</li> <li>- - - R/W - STREET RIGHT OF WAY</li> <li>- - - ADJACENT PARCEL</li> </ul>	<ol style="list-style-type: none"> <li>1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.</li> <li>2. AREA BY COORDINATE COMPUTATION METHOD.</li> <li>3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.</li> <li>4. PROPERTY SUBJECT TO ANY VALID &amp; ENFORCEABLE EASEMENTS, RESTRICTIONS, &amp; RIGHTS OF WAY.</li> <li>5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.</li> <li>6. SGC ENGINEERING, LLC, CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.</li> </ol>



SGC ENGINEERING  
3800 RED BANK ROAD, SUITE C  
CINCINNATI, OH 45227  
PHONE: (900)581-4031

DUKE ENERGY OHIO, INC  
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF  
**THE CITY OF CINCINNATI**  
RENSLAR AVENUE, CINCINNATI  
HAMILTON COUNTY, OHIO

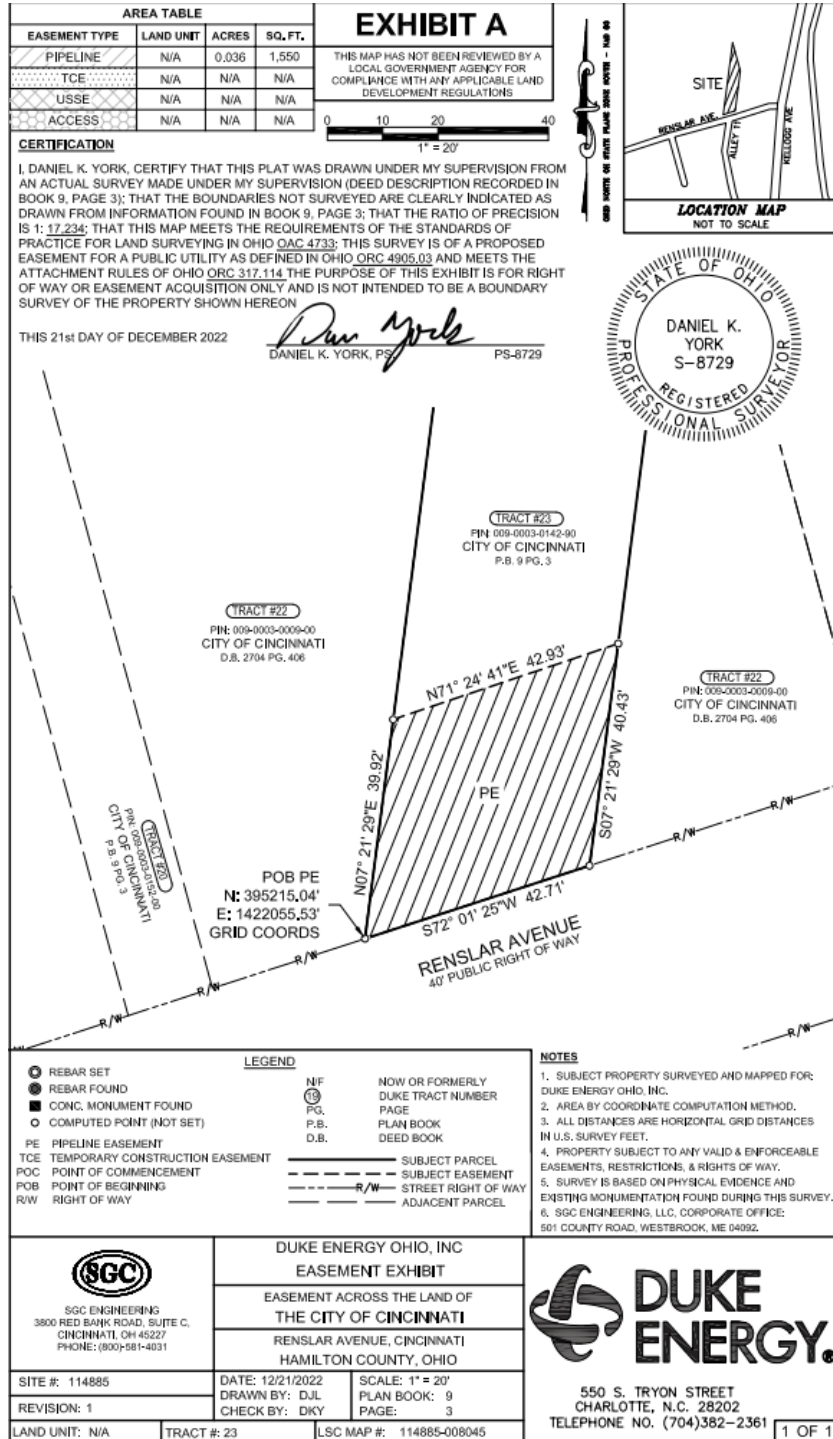


550 S. TRYON STREET  
CHARLOTTE, N.C. 28202  
TELEPHONE NO. (704)382-2361

**Exhibit A (Cont.)**

**Tract III**

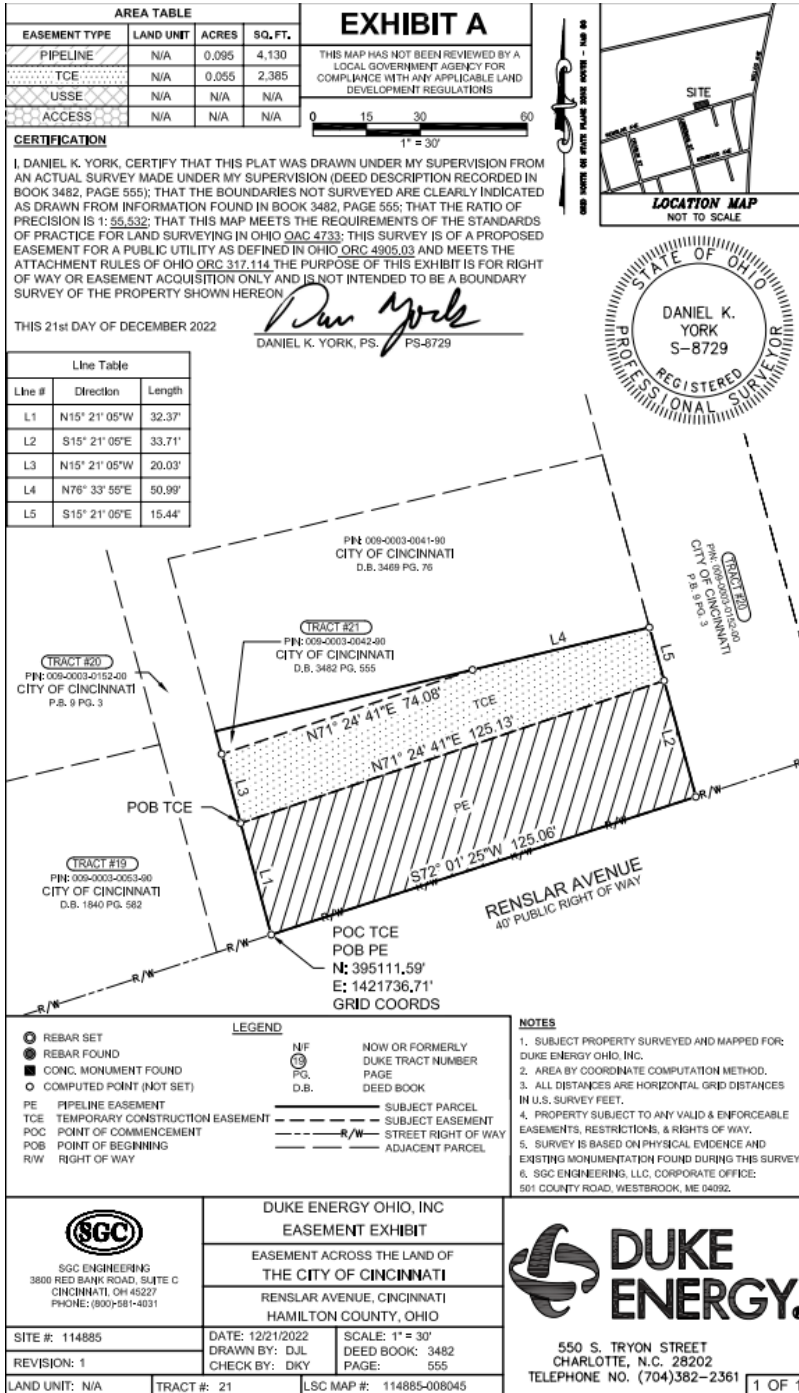
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**Exhibit A (Cont.)**

**Tract IV**

**Auditor's Parcel No.:** 009-0003-0042-90

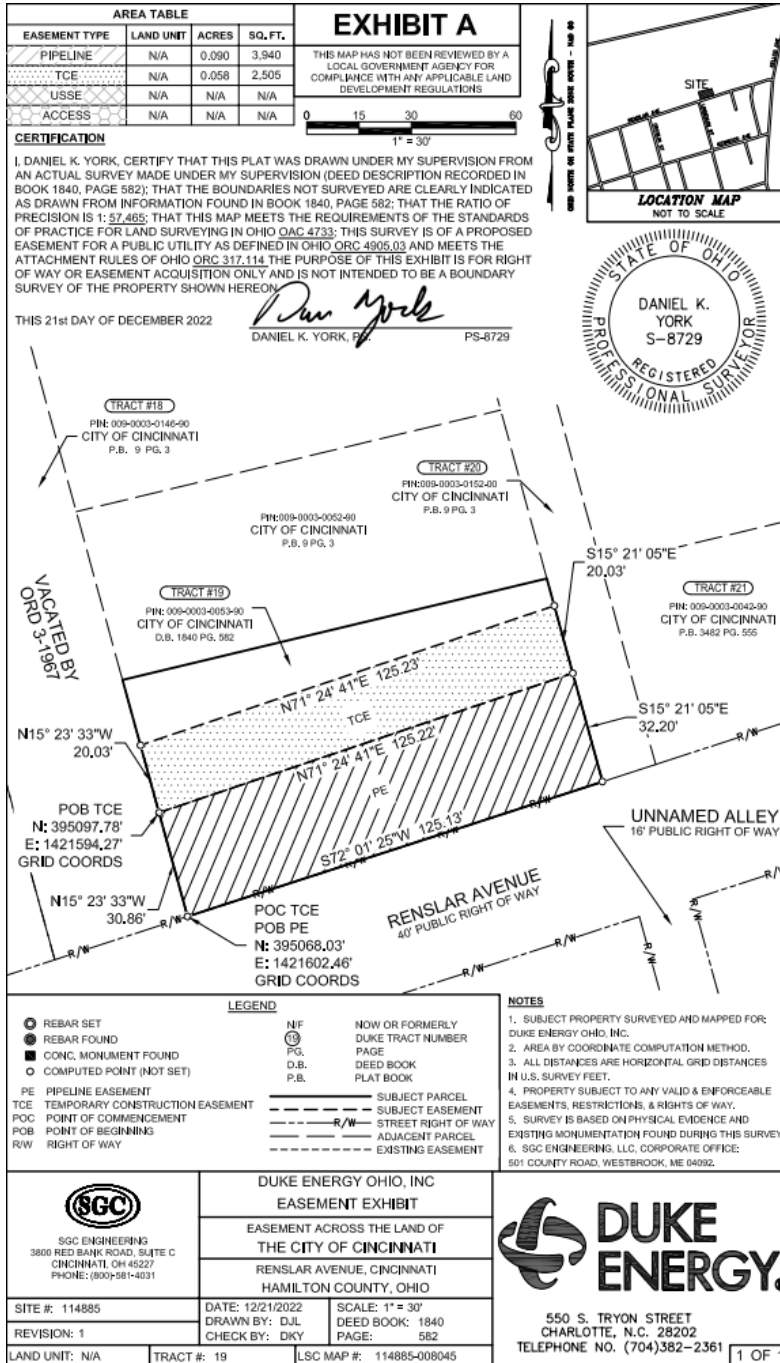




**Exhibit A (Cont.)**

**Tract V**

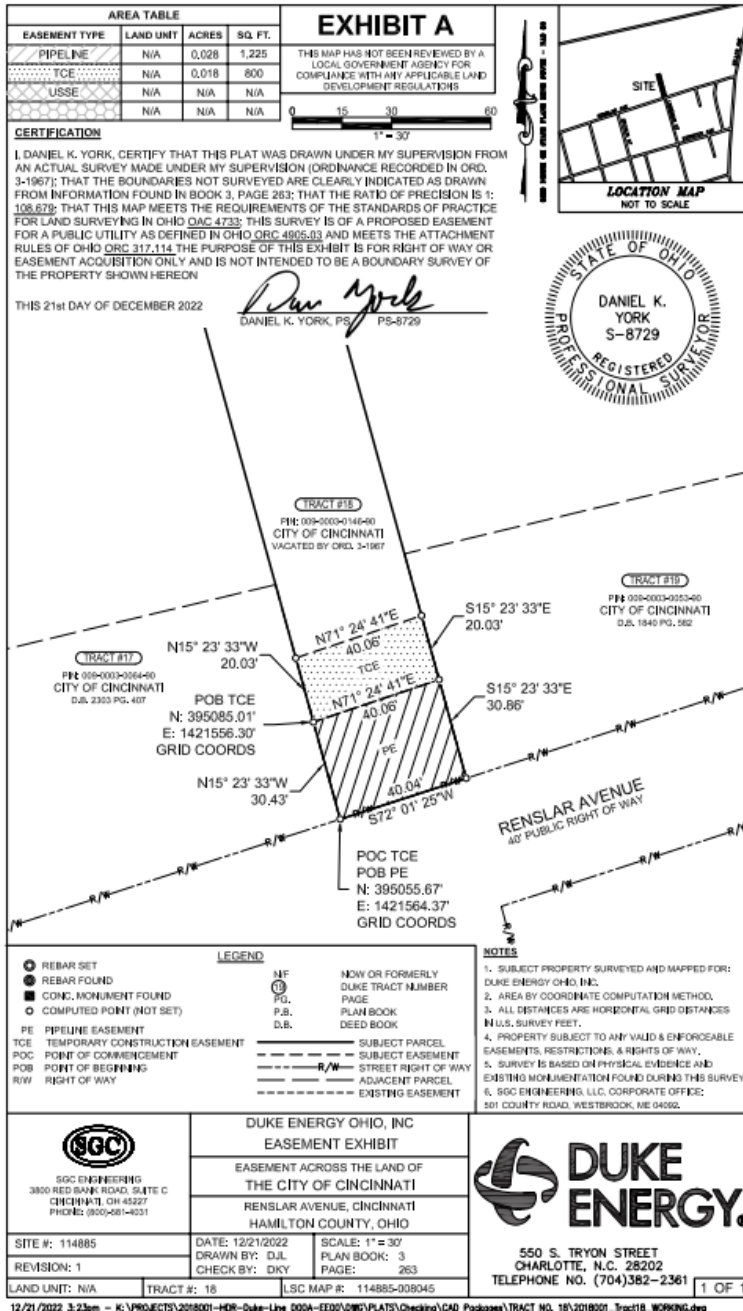
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**Exhibit A (Cont.)**

**Tract VI**

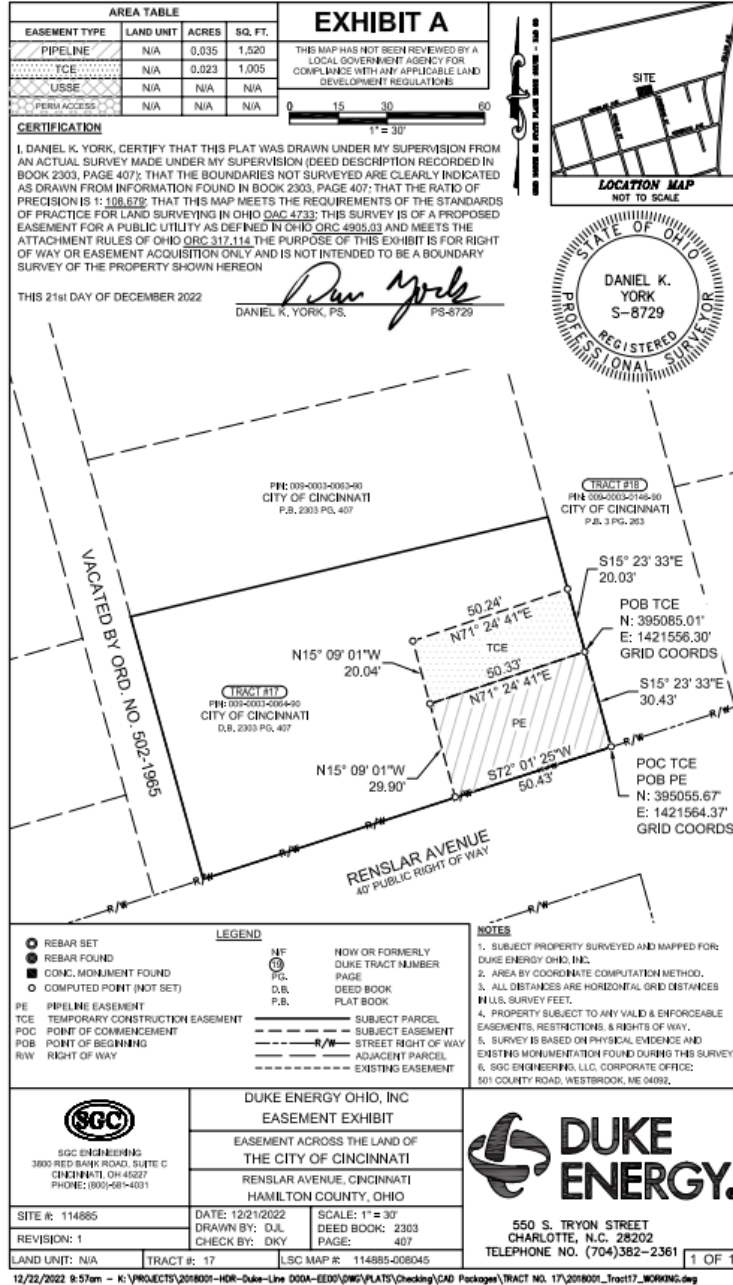
Auditor's Parcel No.: 009-0003-0146-90



**Exhibit A (Cont.)**

**Tract VII**

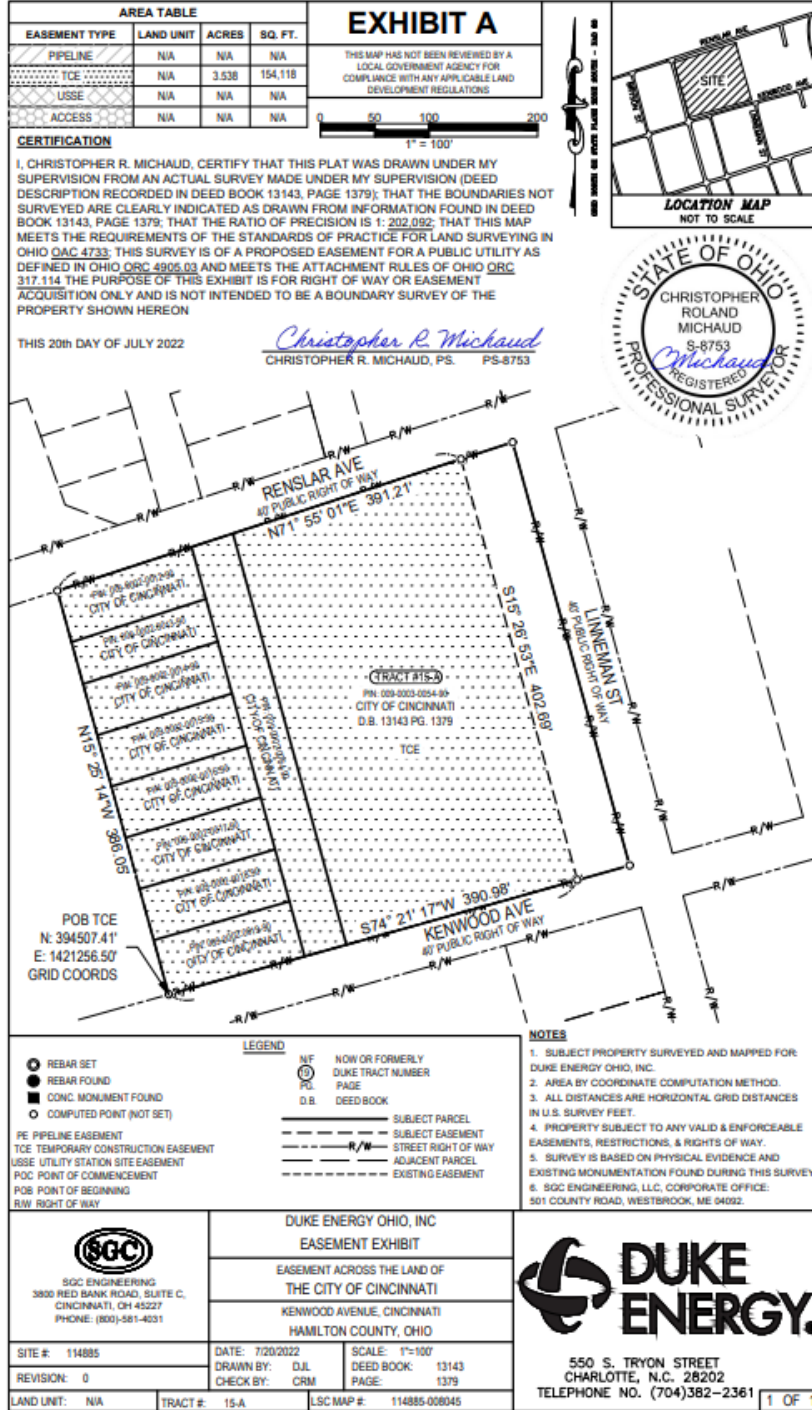
**Auditor's Parcel No.:** 009-0003-0064-90



**Exhibit A (Cont.)**

**Tract VIII**

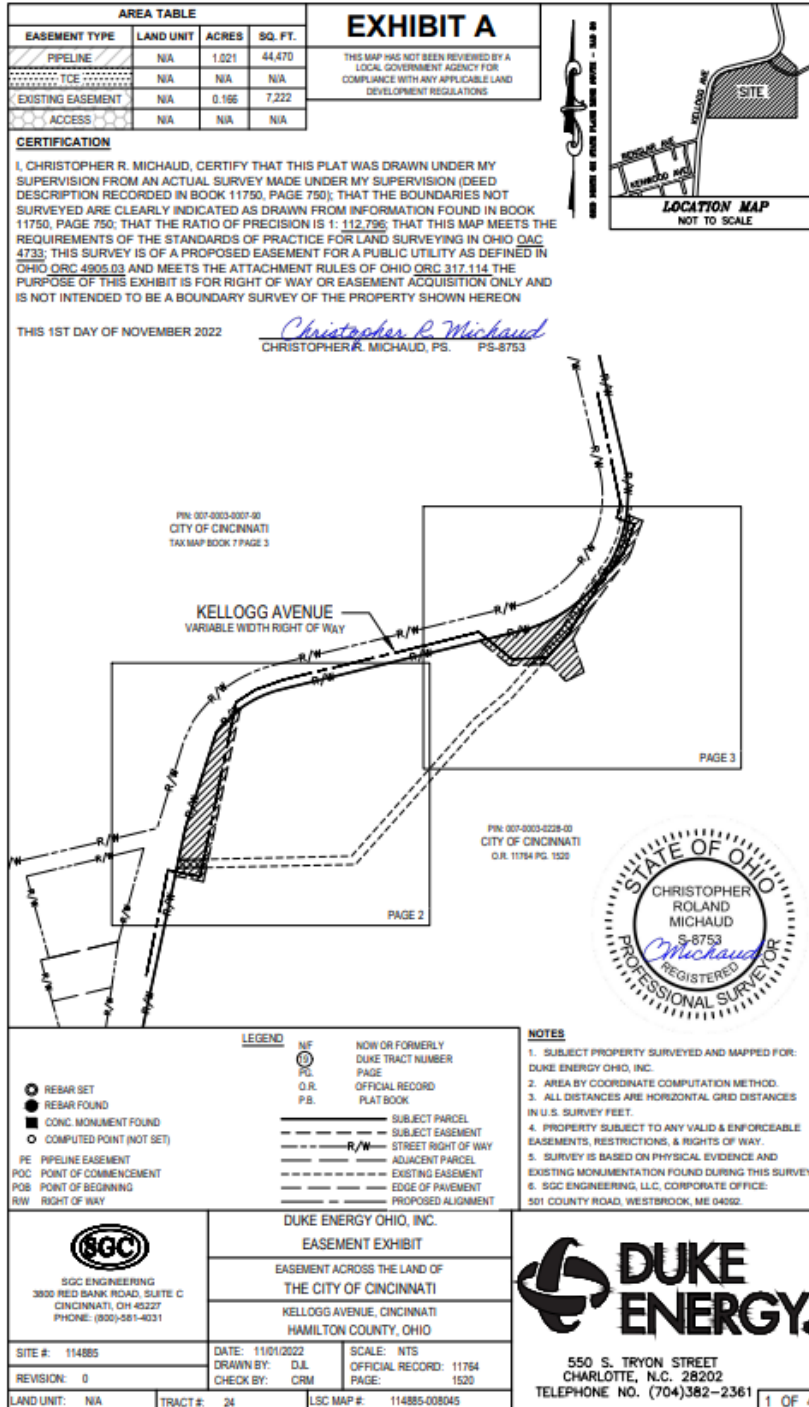
**Auditor's Parcel No.:** 009-0002-0012 thru -0019, & 009-0002-0064



**Exhibit A (Cont.)**

**Tract IX**

**Auditor's Parcel No.:** 007-0003-0228-00

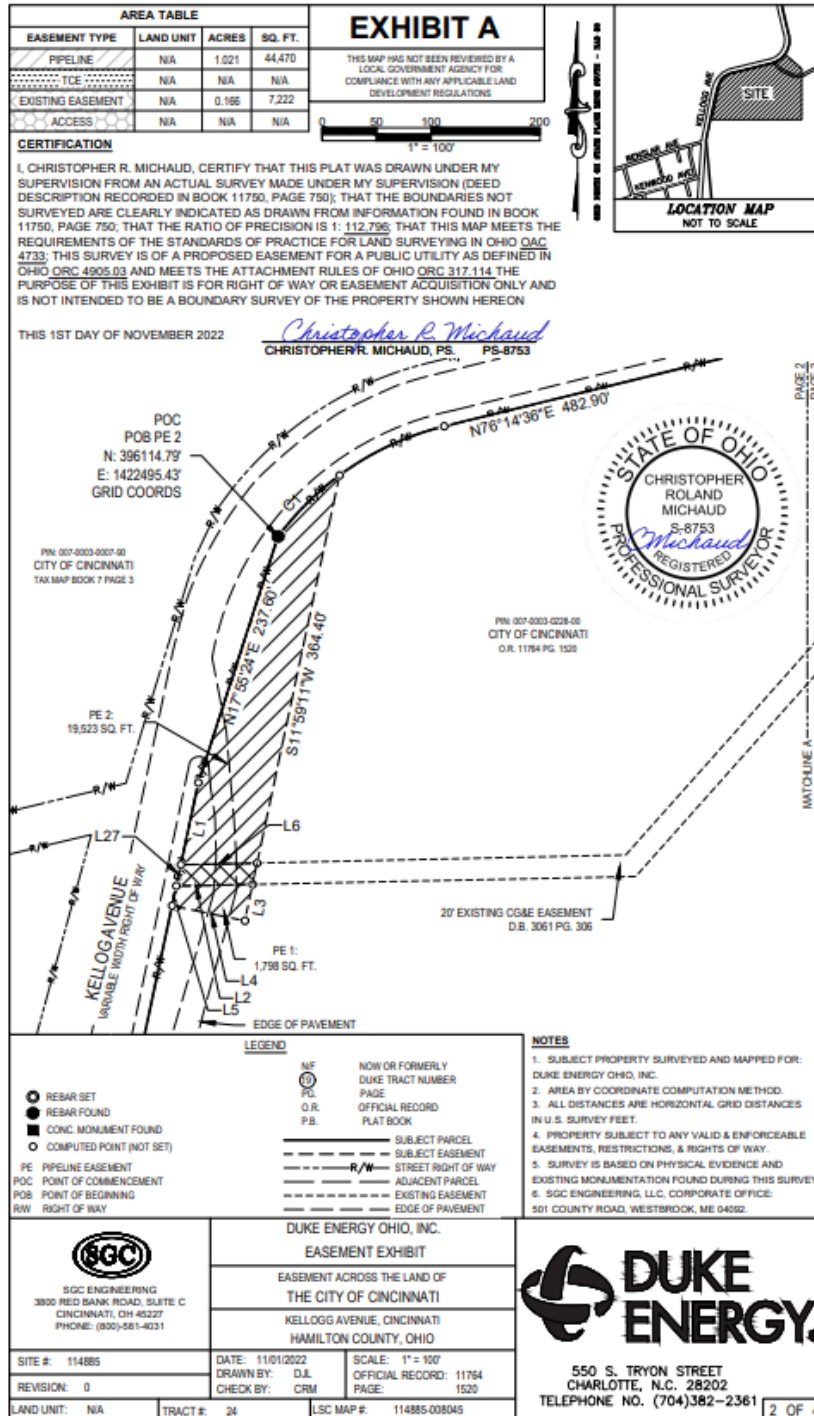




**Exhibit A (Cont.)**

**Tract IX**

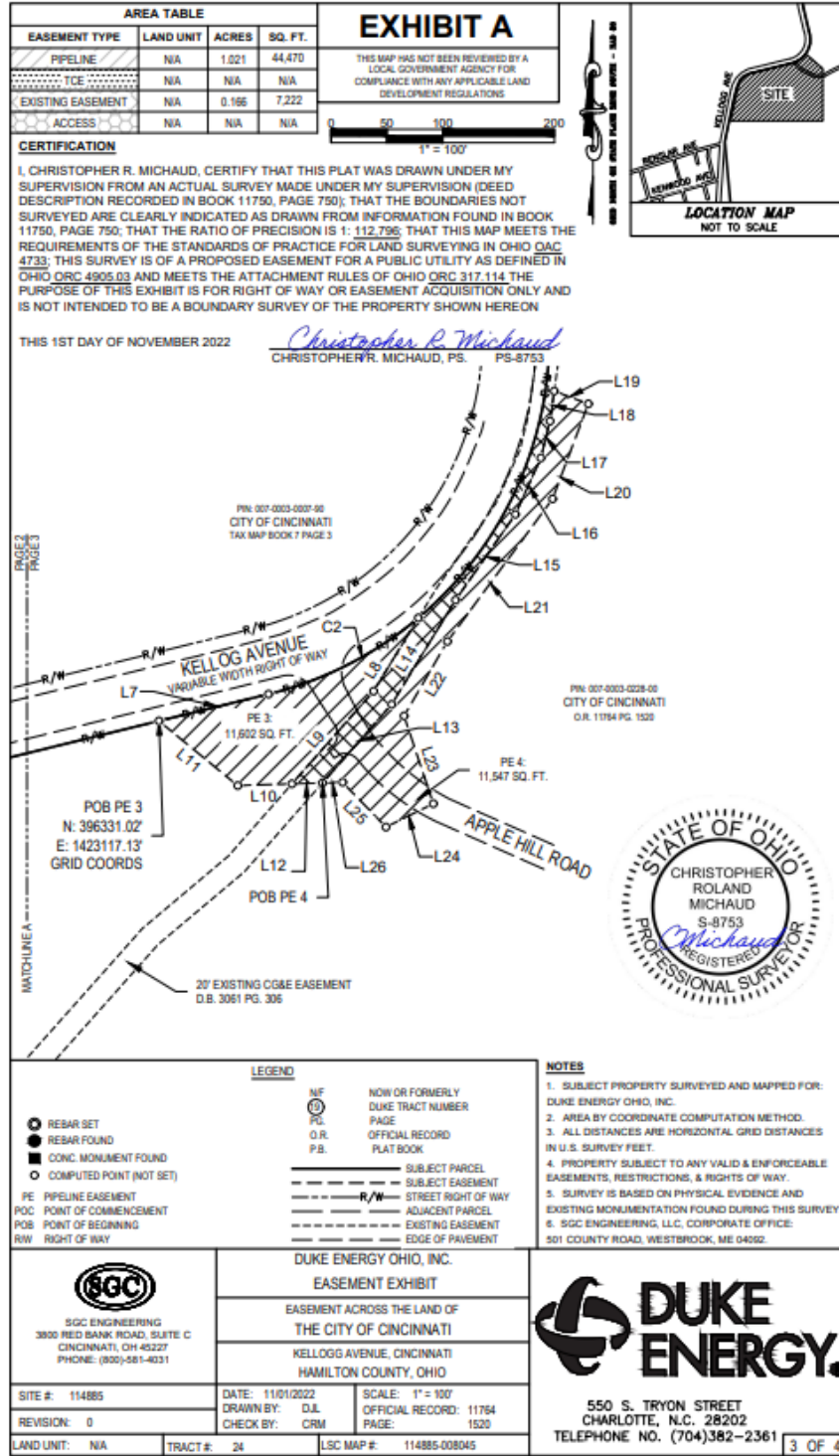
**Auditor's Parcel No.:** 007-0003-0228-00



**Exhibit A (Cont.)**

**Tract IX**

**Auditor's Parcel No.:** 007-0003-0228-00



**Exhibit A (Cont.)**

**Tract IX**

**Auditor's Parcel No.:** 007-0003-0228-00

AREA TABLE				<b>EXHIBIT A</b> <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>	<p align="center"><b>LOCATION MAP</b> NOT TO SCALE</p>
PIPELINE	N/A	1.021	44,470		
TCE	N/A	N/A	N/A		
EXISTING EASEMENT	N/A	0.166	7,222		
ACCESS	N/A	N/A	N/A		

**CERTIFICATION**

I, CHRISTOPHER R. MICHAUD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 11750, PAGE 750); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 11750, PAGE 750; THAT THE RATIO OF PRECISION IS 1: 112,796; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114. THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 1ST DAY OF NOVEMBER 2022

**CHRISTOPHER R. MICHAUD, PS.** PS-8753

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N12°02'15"E	77.22	L15	N34°50'03"E	83.53
L2	N88°14'57"E	70.07	L16	N24°17'17"E	56.39
L3	S11°59'11"W	34.54	L17	N13°56'51"E	33.97
L4	N78°20'42"W	68.24	L18	N8°04'24"E	27.15
L5	N12°02'06"E	18.57	L19	S69°21'01"E	32.60
L6	S88°53'05"W	70.01	L20	S28°38'03"W	80.76
L7	N76°14'36"E	100.88	L21	S36°25'09"W	198.59
L8	S31°30'15"W	76.75	L22	S30°09'46"W	77.14
L9	S41°21'04"W	110.64	L23	S18°27'16"E	82.77
L10	S88°12'08"W	48.55	L24	S63°44'45"W	47.37
L11	N50°37'36"W	91.19	L25	N44°02'28"E	55.74
L12	N88°12'08"E	27.41	L26	S88°12'08"W	18.01
L13	N41°21'04"E	93.61	L27	N12°06'21"E	20.00
L14	N31°30'15"E	109.57			

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	79.80'	271.80'	016°51'48"	N45°04'30"E	79.87
C2	151.60'	330.00'	036°21'24"	N63°03'54"E	150.47

LEGEND		NOTES
<ul style="list-style-type: none"> <li>○ REBAR SET</li> <li>● REBAR FOUND</li> <li>■ CONC. MONUMENT FOUND</li> <li>○ COMPUTED POINT (NOT SET)</li> <li>PE PIPELINE EASEMENT</li> <li>POC POINT OF COMMENCEMENT</li> <li>POB POINT OF BEGINNING</li> <li>R/W RIGHT OF WAY</li> </ul>	<ul style="list-style-type: none"> <li>N/F NOW OR FORMERLY DUKE TRACT NUMBER</li> <li>PL. PAGE</li> <li>O.R. OFFICIAL RECORD</li> <li>P.B. PLAT BOOK</li> <li>— SUBJECT PARCEL</li> <li>- - - SUBJECT EASEMENT</li> <li>- - - R/W - - - STREET RIGHT OF WAY</li> <li>- - - ADJACENT PARCEL</li> <li>- - - EXISTING EASEMENT</li> <li>- - - EDGE OF PAVEMENT</li> </ul>	<ol style="list-style-type: none"> <li>1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.</li> <li>2. AREA BY COORDINATE COMPUTATION METHOD.</li> <li>3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.</li> <li>4. PROPERTY SUBJECT TO ANY VALID &amp; ENFORCEABLE EASEMENTS, RESTRICTIONS, &amp; RIGHTS OF WAY.</li> <li>5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.</li> <li>6. SGC ENGINEERING, L.L.C. CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04922.</li> </ol>

 <small>SGC ENGINEERING 3850 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800) 581-6031</small>	<b>DUKE ENERGY OHIO, INC.</b> <b>EASEMENT EXHIBIT</b>		 <b>DUKE ENERGY.</b> <small>550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361</small>
	EASEMENT ACROSS THE LAND OF <b>THE CITY OF CINCINNATI</b> KELLOGG AVENUE, CINCINNATI HAMILTON COUNTY, OHIO		
SITE #: 114885 REVISION: 0	DATE: 11/01/2022 DRAWN BY: D.J.L. CHECK BY: CRM	SCALE: NTS OFFICIAL RECORD: 11764 PAGE: 1520	LAND UNIT: N/A    TRACT #: 24    LSC MAP #: 114885-008045

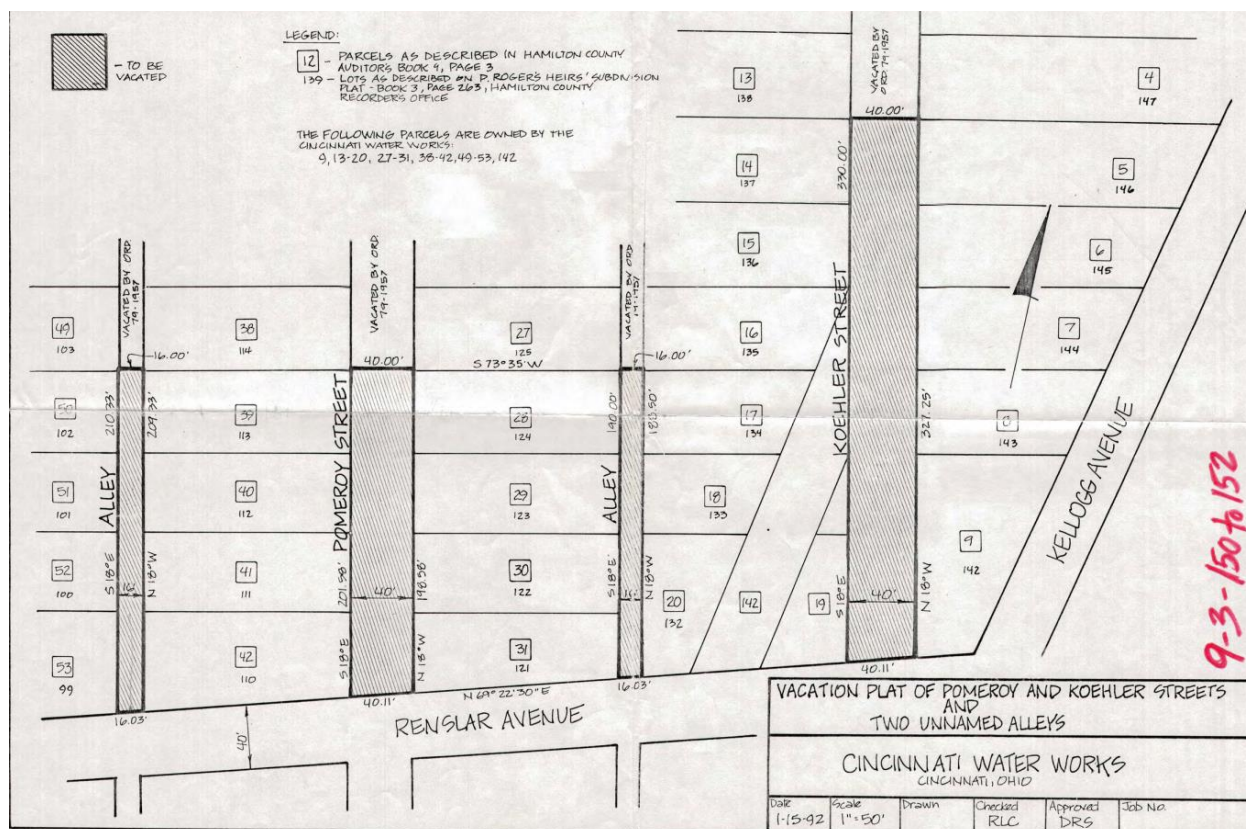
4 OF 4



**Exhibit B**  
to Grant of Easement  
*Legal Description-the Property*

**Tract I**

**Property Address:** None; Vacated former Koehler and Pomeroy Streets and unnamed alleys  
**Auditor's Parcel No.:** 009-0003-0152  
**Prior Instrument Ref.:** OR 5864, Pg. 1876, Hamilton County, Ohio Records



**Tract II**

**Property Address:** 5735 Kellogg Ave.  
**Auditor's Parcel No.:** 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)  
**Prior Instrument Ref.:** DB 4036, Pg. 738; DB 3308, Pg. 534; Hamilton County, Ohio Records

All that certain lot of parcel of ground situated in the Town of California, now a part of the City of Cincinnati, Hamilton County, Ohio, known and designated as Lot No. One Hundred and Forty-two (142) in Roger's Addition to California, a plat of which is recorded in Plat Book 3, Page 263, Hamilton County, Ohio Records.

Being the same premises conveyed to Sarah J. Treuheit by Deed recorded in Deed Book 4008, Page 1293, Hamilton County, Ohio records.

Exhibit B (Cont.)

Also the following property:

Situated in Anderson Township being part of Lot one hundred thirty-two (132) and part of Lot one hundred thirty-three (133) of Patrick Rogers Subdivision as per plat recorded in Plat Book 3, Page 263, of the Records of Hamilton County, Ohio. Said parts of Lots 132 and 133 lying between the former right-of-way of the C.G. & P.R.R. Co., now owned by the City of Cincinnati; Koehler Street and Renslar Avenue and being more particularly described as follows:

Beginning at a point which is the northwest corner of Koehler Street and Renslar Avenue S.  $69^{\circ} 22\frac{1}{2}'$  W. a distance of 54.00 feet along the north line of Renslar Avenue; thence N.  $4^{\circ} 9' 22''$  E., 143.03 feet along the east line of the former C. G. & P. R. R. Co.; thence S.  $18^{\circ}$  E. 130.00 feet along the west line of Koehler Street to the place of beginning.

Area = .08 Acre

Being part of the same premises conveyed to the grantor herein by deed dated December 30, 1927 and recorded in Deed Book 1451, page 310 of the Hamilton County, Ohio, Deed Records.

Together with all right, title and interest grantor may have in and to the abandoned right of way of the C.G. & P. RR. Co. which right of way is located along the western boundary of the above described tract.

Tract III

Property Address: None; Former Cincinnati, Georgetown, and Portsmouth Railroad Company right-of-way  
Auditor's Parcel No.: 009-0003-0142-90  
Prior Instrument Ref.: DB 1700, Pg. 209, Hamilton County, Ohio Records

Tract IV

Property Address: None  
Auditor's Parcel No.: 009-0003-0042-90  
Prior Instrument Ref.: DB 3907, Pg. 236, Hamilton County, Ohio Records

Situated in the County of Hamilton and State of Ohio, bounded and described as follows, to-wit:

The following described real estate situated in Anderson Township, Hamilton County, Ohio, and being known, numbered and designated as Lots Number One Hundred and ten (110), One Hundred and eleven (111) and One Hundred and twelve (112) of Rogers' Addition to the village of California, Ohio, as recorded in Plat Book 3, Page 263 Recorder's office of Hamilton County, Ohio.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 3496, Page 275, Hamilton County, Ohio Records.

Exhibit B (Cont.)

Tract V

Property Address: 5746 Linneman Street  
Auditor's Parcel No.: 009-0003-0053-90  
Prior Instrument Ref.: DB 3439, Pg. 478, Hamilton County, Ohio Records

Situate in the City of Cincinnati, Hamilton County, Ohio and being all of Lots Nos. 99, 100, 101 and 102 as designated on the plat of Roger's Addition to California as recorded in Plat Book 3, page 263, Hamilton County, Ohio, Plat Records.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 2232, pages 17 and 135, and by Certificate of Transfer recorded in Deed Book 3423, page 178, Hamilton County, Ohio Deed Records, and by deed recorded in Deed Book 3427, page 771, Hamilton County, Ohio records.

Exhibit B (Cont.)

Tract VI

Property Address: 5745 Linneman Street  
Auditor's Parcel No.: 009-0003-0146-90  
Prior Instrument Ref.: DB 3528, Pg. 445, Hamilton County, Ohio Records

Situate, lying and being in Military Survey 395 in the City of Cincinnati, County of Hamilton, State of Ohio, and being a part of Linneman Street and a part of an Unnamed Alley as laid out and dedicated to public use on the plat of P. Roger Heirs' Subdivision as recorded in Plat Book 3, page 263, Hamilton County Recorder's Office and being more particularly described as follows:

LINNEMAN STREET

Beginning at the intersection of the north line of Renslar Avenue (a 40 foot street) and the west line of Linneman Street (a 40 foot street); thence northwardly, along the west line of Linneman Street, 221.58 feet to the southern terminus of that portion of Linneman Street vacated by Ordinance No. 79-1957; thence eastwardly, along said southern terminus, 40 feet to the east line of Linneman Street; thence southwardly, along the east line of Linneman Street, 218.67 feet to the north line of Renslar Avenue; thence westwardly, along the north line of Renslar Avenue, 40 feet, more or less, to the place of beginning.

Tract VII

Property Address: 5745 Linneman Street  
Auditor's Parcel No.: 009-0003-0064-90  
Prior Instrument Ref.: DB 3505, Pg. 576, Hamilton County, Ohio Records

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered and designated as Lots Nos. 88, 89, 90 and 91 as laid down on the Plat of California, as made by the heirs of Patrick Rogers, deceased, as per plat recorded in Plat Book 3, page 263, Hamilton County, Ohio, Plat Records.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 2309, page 407, Hamilton County, Ohio records.

**Exhibit B (Cont.)**

**Tract VIII**

**Property Address:** 5753-5781 Haney Street  
**Auditor's Parcel Nos.:** 009-0002-0064-00 & 009-0002-0012 thru-0019  
**Prior Instrument Ref.:** DB 3328, Pg. 293; PB 113, Pg. 9-10; & DB 3300, Page 129, Hamilton County, Ohio Records

Beginning at the southeast corner of Lot 1 of Block 30 of T. J. Murdock's Subdivision in Military Survey 395, Anderson Township, Cincinnati, Hamilton County, Ohio, platted in Plat Book 1, Page 69 in the Hamilton County Ohio, Recorder's Office; thence, proceeding northwardly along the east lines of lots 1,2,3,4,5,6,7, and 8 of Block 30, of the said Murdock's Subdivision (which lines form the west line of the present Haney Street) three hundred ninety-four feet (394.00') to the south line of Renslar Avenue (formerly Miller Street); thence, eastwardly forty feet to the west line of P. Roger's Heirs' Subdivision (found in Plat Book 3, Page 263, Hamilton County, Ohio, Recorder's Office); thence, southwardly along the said west line of the P. Roger's Heirs' Subdivision (which is the east line of the present Haney Street) three hundred ninety-four feet (394.00 feet to the north line of Kenwood Avenue (formerly Vail Street)); thence, forty feet (40') west to the place of beginning.

**Also:**

Situate in the City of Cincinnati, Hamilton County, Ohio, and being all those certain lots or parcels of land situate in the Town of California, (now City of Cincinnati) known and designated as Lot Nos. 1, 2, 3, 4, 5, 6, 7, and 8 in Block 30 in Thomas I. Murdock's Subdivision, as recorded in Plat Book 1, Page 69, Hamilton County, Ohio Records.

**Tract IX**

**Property Address:** 5651 Kellogg Avenue  
**Auditor's Parcel No.:** 007-0003-0228-00  
**Prior Instrument Ref.:** OR 11764, Pg. 1520, Hamilton County, Ohio Records

Situated in Military Survey No. 395, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Southwest Corner of Registered Land Certificate No. 226390 said point being South 0.90 feet and East 0.98 feet from an existing concrete leaning monument; thence South 76°06'13" West, 591.84 feet to an existing concrete monument; thence South 4°08'06" West, 295.36 feet to a set Iron Pin being the Place of Beginning; thence North 85°51'54" West, 399.68 feet to a set Iron Pin; thence South 36°23'36" West, 130.17 feet to a set Iron Pin; thence South 53°36'24" East, 115.40 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 386.63 feet, and a chord bearing South 16°13'06" East, 469.53 feet, a distance of 504.59 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 132.45 feet, and a chord bearing South 13°07'57" East, 149.28 feet, a distance of 158.59 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 219.28 feet, and a chord bearing South 24°08'56" East, 173.37 feet, a distance of 178.24 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 150.65 feet, and a chord bearing South 22°02'22" West, 117.26 feet, a distance of 120.44 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 254.93 feet, and a chord bearing South 56°54'57" West, 105.78 feet, a distance of 106.55 as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 153.56 feet, and a chord bearing North 85°28'12" West, 132.90 feet, a distance of 137.44 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 67.09 feet, and a chord bearing North 86°47'33" West, 60.84 feet, a distance of 63.15 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 89.13 feet, and a chord bearing South 22°42'11" West, 122.81 feet,

**Exhibit B (Cont.)**

a distance of 135.47 feet as measured along said curve to a set Iron Pin; thence South 25°08'33" East, 316.08 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 183.08 feet, and a chord bearing South 76°07'31" West, 359.11 feet, a distance of 647.18 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 338.49 feet, and a chord bearing North 17°52'58" West, 178.36 feet, a distance of 180.49 feet as measured along said curve to a set Iron Pin; thence North 30°59'44" West, 484.42 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 546.89 feet, and a chord bearing North 23°37'00" West, 140.48 feet, a distance of 140.87 feet as measured along said curve to a set Iron Pin; thence South 85°19'50" West, 97.05 feet to a set Iron Pin; thence North 39°08'35" West, 194.48 feet to a set Iron Pin; thence North 60°55'16" West, 77.06 feet to a set Iron Pin; thence on a curve to the left, said curve having a radius of 316.26 feet, and a chord bearing South 9°45'47" East, 396.71 feet, a distance of 428.80 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 273.02 feet, and a chord bearing South 7°54'05" East, 356.09 feet, a distance of 387.91 feet as measured along said curve to a set Iron Pin; thence South 46°14'21" East, 348.04 feet to a set Iron Pin; thence South 42°54'10" West, 206.70 feet to a set Iron Pin; thence North 57°12'32" West, 571.45 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 263.95, and a chord bearing North 33°56'14" West, 208.57 feet, a distance of 214.42 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 38.22 feet, and a chord bearing North 79°56'00" West, 71.50 feet, a distance of 92.42 feet as measured along said curve to a set Iron Pin; thence South 27°33'39" West, 409.21 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 135.28 feet, and a chord bearing North 82°12'30" West, 254.61 feet, a distance of 331.64 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 487.20 feet, and a chord bearing North 2°54'54" East, 250.42 feet, a distance of 253.26 feet as measured along said curve to a set Iron Pin; thence North 18°14'03" East, 1092.55 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 272.01 feet, and a chord bearing North 56°48'44" East, 339.24 feet, a distance of 366.30 feet as measured along said curve to a set Iron Pin; thence North 82°12'11" West, 361.73 feet to a set Iron Pin; thence South 19°05'02" West, 430.57 feet to a set Iron Pin; thence South 37°00'20" West, 391.30 feet to a set Iron Pin; thence South 3°30'26" West, 616.24 feet to a set Iron Pin; thence South 8°02'06" East, 366.99 feet to a set Iron Pin; thence South 19°50'03" East, 596.19 feet to a set Iron Pin; thence South 71°16'02" West, 86.86 feet to a set Iron Pin; thence North 19°50'03" West, 597.91 feet to a existing concrete monument; thence South 72°36'50" West, 32.72 feet to a existing concrete monument; thence North 5°11'45" West, 902.26 feet to a set Iron Pin in the East line of existing Kellogg Avenue, 60'R/W; thence continuing in said east line for the following 2 courses, North 12°01'47" East, 622.89 feet to a set Iron Pin; thence North 17°55'04" East, 237.60 feet to a set Iron Pin; thence along the East line of Proposed Kellogg Avenue, 60' R/W, as built, the following 6 courses, on a curve to the right, said curve having a radius of 270.00 feet, and a chord bearing North 56°24'01" East, 183.25 feet, a distance of 186.97 feet as measured along said curve to a set Iron Pin; thence North 76°14'17" East, 583.88 feet to a set Iron Pin; thence on a curve to the left, said curve having a radius of 330.00 feet, and a chord bearing North 31°34'30" East, 463.94 feet, a distance of 514.48 feet as measured along said curve to a set Iron Pin; thence North 13°05'17" West, 346.56 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 1370.00 feet, and a chord bearing North 7°23'13" West, 272.18 feet, a distance of 272.63 feet as measured along said curve to a set Iron Pin; thence North 1°41'10" West, 44.84 feet to a set Iron Pin in the east line of existing Kellogg Avenue, 60'R/W; thence continuing in said East line the following 2 courses, North 4°14'04" East, 277.71 feet to a set Iron Pin; thence North 33°59'56" West, 92.36 feet to a set Iron Pin; thence North 62°43'05" East, 249.83 feet to a existing concrete monument; thence North 62°55'43" East, 238.34 feet to a existing Iron Pin; thence North 52°25'02" East, 123.88 feet to a existing Iron Pin; thence North 2°14'12" West, 213.64 feet to a set Iron Pin; thence North 70°41'20" East, 217.93 feet to a existing concrete monument; thence South 71°22'48" East, 407.56 feet to a existing concrete monument; thence South 52°25'49" East, 759.46 feet to a existing concrete monument; thence South 59°46'18" East, 172.29 feet to a existing concrete monument; thence South 13°51'41" East, 1050.00 feet to the Southwest Corner of Registered Land Certificate No. 226390 said point being South 0.90 feet and East 0.98 feet from a existing concrete leaning monument; thence

**Exhibit B (Cont.)**

South 76°06'13" West, 591.84 feet to a existing concrete monument; thence South 4°08'06" West, 295.36 feet to the Place of Beginning. Containing 6,299,269 square feet (144.611 acres) of land, more or less. Bearing are based on State Plane Coordinates, NAD83 (NSRS2007), State Plane Zone- Ohio South (3402). Subject to all legal highways, easements, and restrictors of record. This legal description is based on a survey performed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**October 25, 2023**

202302264

**To:** Mayor and Members of City Council  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance** – Easement in favor of Duke Energy - Gas Pipeline Parks

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

cc: Jason Barron, Director, Cincinnati Park Board



**EMERGENCY**

**CHM**

**- 2023**

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property generally located along Beechmont Avenue in Linwood and Canoe Court in Mt. Washington (“Properties”), as more particularly described and depicted in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), which Properties are under the management and control of Cincinnati Board of Park Commissioners (“Park Board”); and

WHEREAS, Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), has requested certain utility easements upon portions of the Properties to upgrade and replace existing underground gas pipelines, as more particularly described and depicted in the Easement; and

WHEREAS, the City Manager, in consultation with the Park Board, has determined that granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for park or other municipal purposes; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, the City has determined that eliminating competitive bidding is in the best interest of the City in connection with granting the Easement to Grantee because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement; and

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$38,478, which Grantee has agreed to pay; and

WHEREAS, the Park Board approved granting the Easement to Grantee at its regular meeting on September 21, 2023; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on October 20, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee certain utility easements upon portions of City-owned real property located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods (“Properties”) to upgrade and replace existing underground gas pipelines, as more particularly described and depicted on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for park or other municipal purposes.

Section 3. That it is in the best interest of the City to grant the Easement without competitive bidding because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$38,478, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Park Board Permanent Improvement Fund 752.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the

Easement, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents, as deemed necessary or appropriate by the City Manager.

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 for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Magrish Preserve & Otto Armleder

**GRANT OF EASEMENT**

In consideration of the sum of \$38,478 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easements, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), in, upon, through and across, and under portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor. Grantee shall ensure that Grantor's public utility lines and facilities are not disturbed and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired.

Grantor hereby grants and conveys to Grantee, its successors, and assigns temporary construction easements on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easements for uses associated with the initial establishment, construction, and installation of the Facilities (the "**Temporary Construction Easements**" or "**Temporary Construction Easement Areas**", as applicable). The Temporary Construction Easements shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed all necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Areas caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

The City Manager, in consultation with Cincinnati Board of Park Commissioners (the "**Park Board**"), has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the

best interest of the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$38,478, which has been deposited with the Real Estate Services Division.

The Park Board approved the Easements and Temporary Construction Easements at its meeting on [\_\_\_\_\_].

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements and Temporary Construction Easements at its meeting on [\_\_\_\_\_].

Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. [\_\_\_\_\_], passed on [\_\_\_\_\_].

The respective rights and duties of Grantor and Grantee under this *Grant of Easement* are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. Existing Utility Lines. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Existing Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers with Existing Utility Lines to enter upon the Easement Areas from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such Existing Utility Lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Existing Utility Lines caused by Grantee, its agents, employees, contractors, and subcontractors.
3. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall use best efforts to leave the Easement Areas and Property in a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee will completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee will either re-sod or re-seed the damaged area.
4. Repair of Damage. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and any and all damage to the Property resulting from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim

for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

5. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
6. No Obstructions. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Areas, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public utility infrastructure and associated equipment, appurtenances, or improvements within the Easements.
7. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.
8. Exhibits. The following exhibit(s) is attached hereto and made a part hereof.

Exhibit A – *Survey Plats*

Exhibit B – Legal Description - Property

[Grantor Signature Page Follows]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CINCINNATI**,  
an Ohio municipal corporation

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved by:

\_\_\_\_\_  
Jason Barron, Director  
Cincinnati Park Board

Approved as to Form:

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

[Grantee Signature Page Follows]

ACKNOWLEDGED AND ACCEPTED BY:  
**DUKE ENERGY OHIO, INC.**,  
an Ohio corporation

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

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

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

Date: \_\_\_\_\_, 2023

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **DUKE ENERGY OHIO, INC.**, an Ohio corporation, on behalf of the corporation.

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

This instrument prepared by:

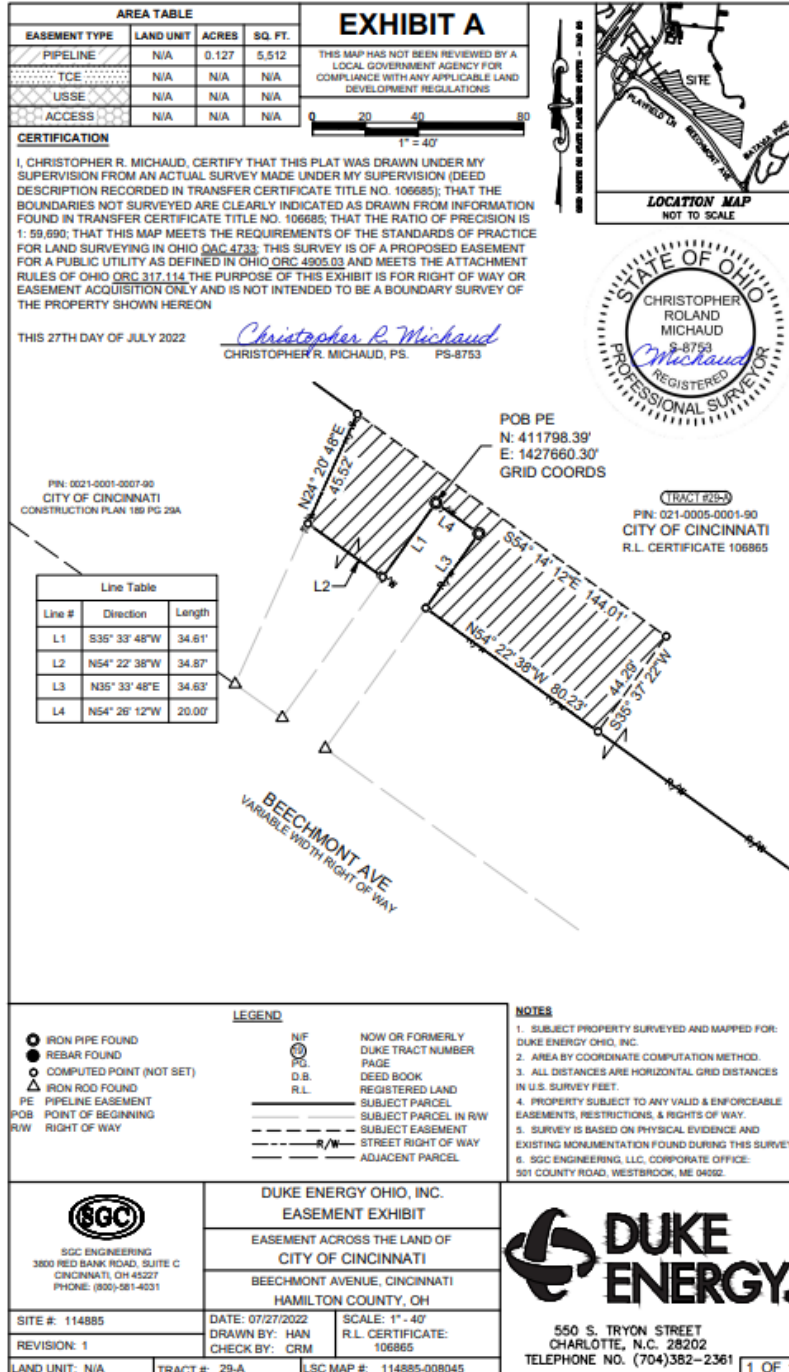
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, OH 45202

*For Grantee's Internal Use:*  
Work Order # \_\_\_\_\_  
Pad # \_\_\_\_\_  
Prepared Date: \_\_\_\_\_



**Exhibit A**  
to Grant of Easement

**Tract I**  
Auditor's Parcel No.: 021-0005-0001-90

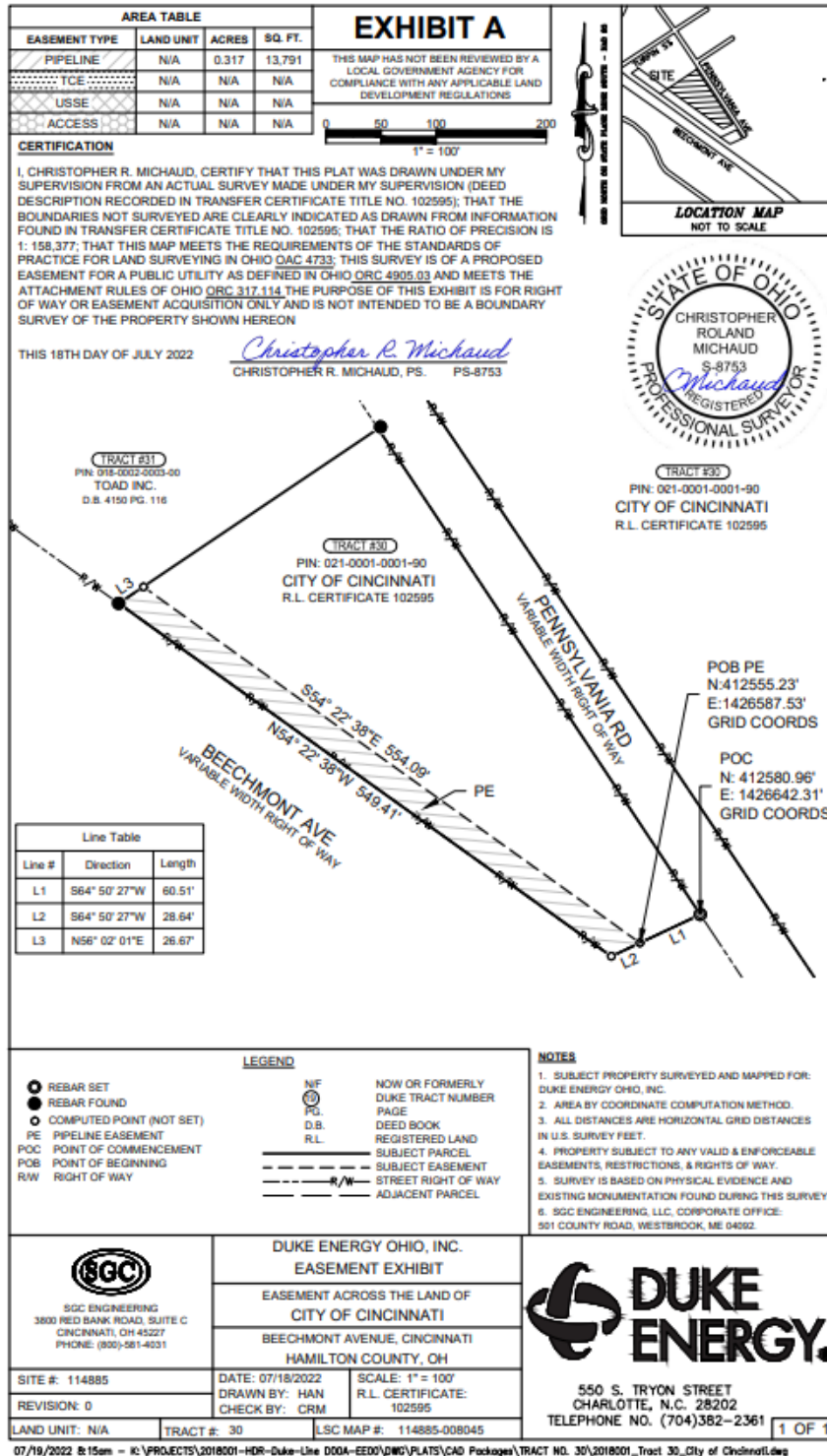


07/27/2022 11:05am - K:\PROJECTS\2018001-HDR-Duke-Line D00A-E000\DWG\PLATS\CAD Postages\TRACT NO. 29-A\2018001\_Tract 29-A\_City of Cincinnati.dwg

**Exhibit A (Cont.)**

**Tract II**

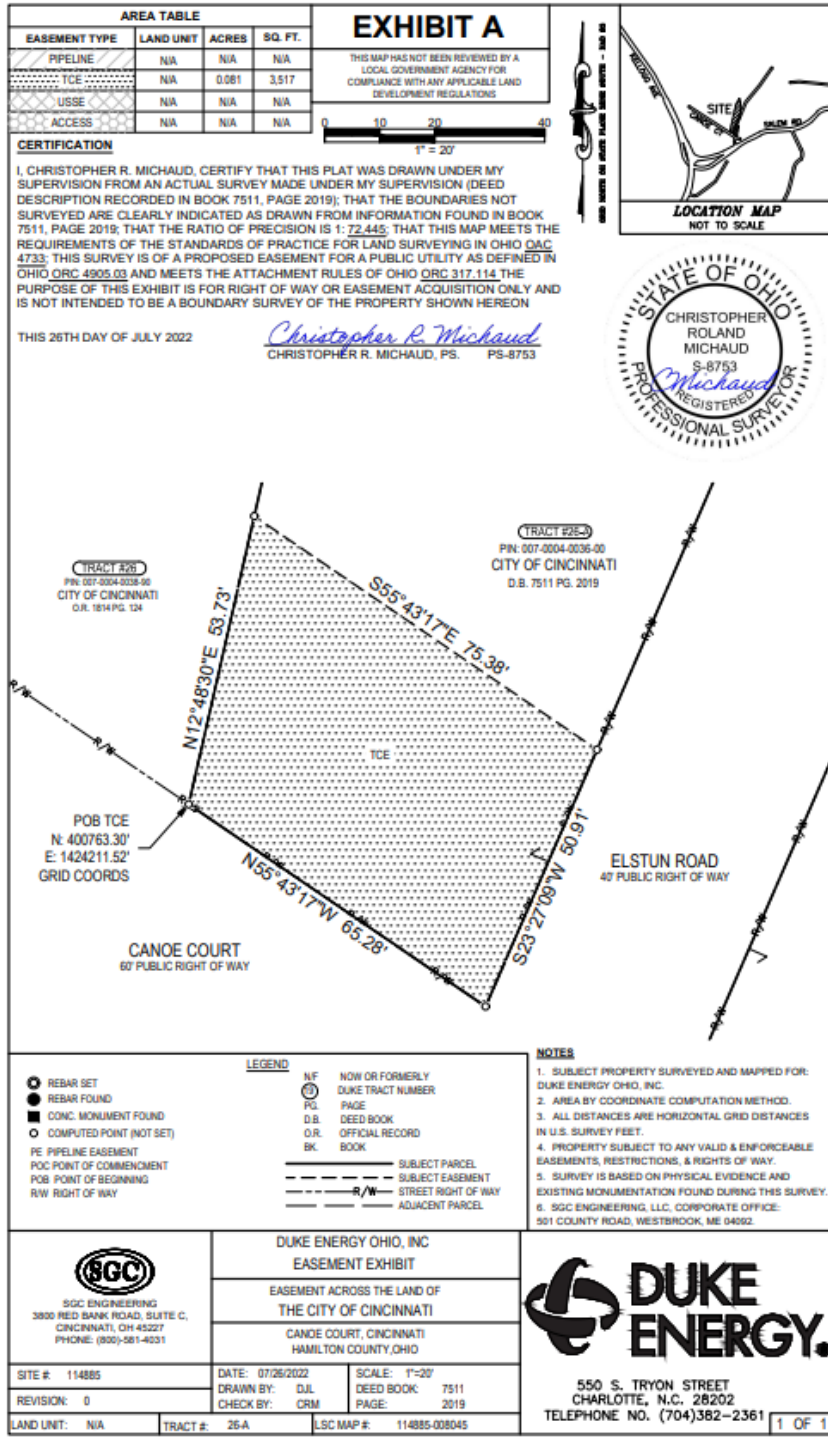
**Auditor's Parcel No.:** 021-0001-0001-90



**Exhibit A (Cont.)**

**Tract III**

**Auditor's Parcel No.:** 007-0004-0036-00



**Exhibit B**

**Tract I**

**Property Address:** Beechmont Avenue  
**Auditor's Parcel No.:** 021-0005-0001  
**Prior Instrument Ref.:** RL Cert Book 291, Pg. 306, Hamilton County, Ohio Registered Land Records Certificate No. 106865

SITUATE IN SECTIONS 13 AND 19, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR AT THE NORTHEAST CORNER OF SECTION 19, SAID IRON BAR ALSO BEING THE NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 0°36'13" EAST, ALONG THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, 1097.38 FEET TO THE PLACE OF BEGINNING FOR THE PARCEL OF LAND HEREIN TO BE DESCRIBED, THENCE NORTH 22°02' WEST, 569.23 FEET TO AN IRON BAR, THENCE SOUTH 62°03' WEST, 398.43 FEET TO AN IRON BAR, THENCE NORTH 32°19' WEST 161.47 FEET TO AN IRON BAR IN THE SOUTHERLY LINE OF HOADLY LANE, THENCE SOUTH 50°24' WEST, ALONG THE SOUTHERLY LINE OF HOADLY LANE 327.16 FEET TO AN IRON BAR AT THE SOUTHEAST CORNER OF PENNSYLVANIA AVENUE AND HOADLY LANE, THENCE SOUTH 39°36' EAST, ALONG THE EASTERLY LINE OF PENNSYLVANIA AVENUE 708.95 FEET TO AN IRON BAR, THENCE NORTH 58°27' EAST, 11.48 FEET TO AN IRON BAR, THENCE SOUTH 39°36' EAST, 115.56 FEET THENCE SOUTH 59°58' EAST, 970.13 FEET TO AN IRON BAR, THENCE SOUTH 18°37' WEST 112.22 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE SOUTH 60°10' EAST 21.90 FEET TO AN IRON BAR, THENCE NORTH 29°50' EAST 100.00 FEET TO AN IRON BAR, THENCE SOUTH 60°10' EAST, 20.00 FEET TO AN IRON BAR, THENCE SOUTH 29°50' WEST 100.00 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE SOUTH 60°10' EAST, ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE 1947.70 FEET TO AN IRON BAR AT THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER, THENCE UP THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER NORTH 3°19' WEST 535.19 FEET, THENCE NORTH 7°29' EAST 368.29 FEET, THENCE LEAVING SAID RIVER NORTH 58°27' WEST, 256.74 FEET, THENCE NORTH 69°57' WEST 561.00 FEET, THENCE NORTH 73°52' WEST, 858.00 FEET TO AN IRON BAR, THENCE NORTH 45°30' WEST 462.00 FEET TO AN IRON BAR, THENCE NORTH 61°06' WEST, 318.12 FEET TO A POINT OF THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, AND THE PLACE OF BEGINNING.

CONTAINING 47.85 ACRES OF LAND.

**Exhibit B (Cont.)**

**Tract II**

**Property Address:** Beechmont Avenue  
**Auditor's Parcel No.:** 021-0001-0001 & 021-0001-0002  
**Prior Instrument Ref.:** RL Cert Book 279, Pg. 794, Hamilton County, Ohio Registered Land Records Certificate No. 102595

Commencing at an iron bar at the northeast corner of Sec. 19, said iron bar being the northwest corner of Sec. 13; thence, S0°36'13"E, along the Sec. line between Sec. 19 and Sec. 13, 1674.49 feet to a point; thence N59°58'W, 432.73 feet to an iron bar; thence, N39°36'W, 115.56 feet to an iron bar; thence, S58°27'W, 61.98 feet to a point in the westerly line of Pennsylvania Avenue; thence, N39°36'W along the westerly line of Pennsylvania Avenue, 150.54 feet to an iron bar and the place of beginning for the parcel of land herein to be described, thence S58°48'W 87.98 feet to an iron bar; thence, N61°09'W, 542.52 feet to an iron bar; thence, N50°24'E, 286.35 feet to an iron bar in the westerly line of Pennsylvania Avenue; thence, S39°36'E, along the westerly line of Pennsylvania Avenue 517.38 feet to an iron bar and the place of beginning.

Containing 2.17 acres of land.

**Tract III**

**Property Address:** Elstun Road  
**Auditor's Parcel No.:** 007-0004-0036-00  
**Prior Instrument Ref.:** OR 7511, Pg. 2019, Hamilton County, Ohio Records

BEGINNING at a point in the west line of Lot 7 of W. P. Elstun Farm Subdivision, plat of which is recorded in Plat Book 4, Page 60, Hamilton County, Ohio Records, which point lies South 25° 30' West 199.39 feet from the northwest corner of said Lot No. 7; thence from said point of beginning South 20° 28' East 64.76 feet to a point; thence South 6° 58' East 100 feet to a point; thence South 0° 26' West 100 feet to a point; thence South 2° 33' West 100 feet to a point; thence South 3° 45' West 28.53 feet to a point; thence South 3° 45' West 303.12 feet to a point in Kellogg Avenue as now constructed; thence North 62° 27' West 157.26 feet to a point in Kellogg Avenue as now constructed; thence North 8° 30' East 528 feet along the west line of said Lot 7 to a point; thence North 25° 30' East 108.61 feet to the point and place of beginning.

October 25, 2023

**To:** Mayor and Members of City Council 202302274

**From:** Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – DOTE: RAISE Grant and Community Project Funding Grant**

---

Attached is an Emergency Ordinance captioned:

**ESTABLISHING** new capital improvement program project account nos. 980x232x242368, “State to Central - RAISE Grant,” and 980x232x242369, “State to Central - CPF Grant,” to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety; **AUTHORIZING** the City Manager to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity grant (ALN 20.933) awarded by the United States Department of Transportation (“USDOT”) of up to \$20,000,000 to newly established capital improvement program project account no. 980x232x242368, “State to Central - RAISE Grant”; **AUTHORIZING** the City Manager to accept and appropriate a Community Project Funding grant (ALN 20.534) awarded by USDOT of up to \$1,500,000 to newly established capital improvement program project account no. 980x232x242369, “State to Central - CPF Grant”; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

Approval of this Emergency Ordinance authorizes the following:

1. The establishment of new capital improvement program project account nos. 980x232x242368, “State to Central – RAISE Grant,” and 980x232x242369, “State to Central – CPF Grant,” to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety;
2. The City Manager to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) grant (ALN 20.933) awarded by the United States Department of Transportation (“USDOT”) of up to \$20,000,000 to newly established capital improvement program project account no. 980x232x242368, “State to Central – RAISE Grant”;
3. The City Manager to accept and appropriate a Community Project Funding (CPF) grant (ALN 20.534) awarded by USDOT of up to \$1,500,000 to newly established capital improvement program project account no. 980x232x242369, “State to Central – CPF Grant”; and
4. The City Manager to execute any agreements necessary for the receipt and administration of these grant resources.



On March 30, 2022, the City Council approved Ordinance No. 0078-2022, which authorized the City Manager to apply for a RAISE grant of up to \$25,000,000 from USDOT to conduct a Complete Streets project. The City was awarded a RAISE grant of up to \$20,000,000 from USDOT to conduct a Complete Streets project.

The Consolidated Appropriations Act, 2023 included a Community Project Funding earmark for the State to Central Complete Streets project of up to \$1,500,000, and City Council authorization is required to accept and appropriate this Community Project Funding.

The Department of Transportation and Engineering intends to conduct a Complete Streets project that will include right-sizing Linn Street from Central Parkway to West 8th Street and West 8th Street from Linn Street to State Avenue, creating and improving bicycle connections on West 8th Street from Linn Street to downtown and installing streetscape and pedestrian safety improvements along State Avenue, all in the neighborhoods of the West End and Lower Price Hill.

The federal grants require a twenty percent local match, which is anticipated to be available in the future FY 2025 capital improvement program project account, “State to Central: Building Better Neighborhoods.” This local match may be partially offset by upcoming grant opportunities from the Ohio Public Works Commission (OPWC) and the Southwest Ohio Regional Transit Authority (SORTA). No new FTE/full-time equivalent requirements are associated with these grants.

Utilizing grant funding for conducting a Complete Streets project is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to finalize agreements to comply with the established project schedule.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

## EMERGENCY

CMZ

- 2023

**ESTABLISHING** new capital improvement program project account nos. 980x232x242368, “State to Central - RAISE Grant,” and 980x232x242369, “State to Central - CPF Grant,” to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety; **AUTHORIZING** the City Manager to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity grant (ALN 20.933) awarded by the United States Department of Transportation (“USDOT”) of up to \$20,000,000 to newly established capital improvement program project account no. 980x232x242368, “State to Central - RAISE Grant”; **AUTHORIZING** the City Manager to accept and appropriate a Community Project Funding grant (ALN 20.534) awarded by USDOT of up to \$1,500,000 to newly established capital improvement program project account no. 980x232x242369, “State to Central - CPF Grant”; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on March 30, 2022, Council approved Ordinance No. 78-2022, which authorized the City Manager to apply for a Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) grant of up to \$25,000,000 from the United States Department of Transportation (“USDOT”) to conduct a Complete Streets project; and

WHEREAS, the City was awarded a RAISE grant of up to \$20,000,000 from USDOT to conduct a Complete Streets project; and

WHEREAS, the Consolidated Appropriations Act, 2023 included a Community Project Funding earmark for the State to Central Complete Streets project of up to \$1,500,000, and Council authorization is required to accept and appropriate this Community Project Funding; and

WHEREAS, the City has multiple priorities to improve street safety for vehicles, bicycles, and pedestrians; and

WHEREAS, the Department of Transportation and Engineering (“DOTE”) intends to conduct a Complete Streets project that will include right-sizing Linn Street from Central Parkway to West 8th Street and West 8th Street from Linn Street to State Avenue, creating and improving bicycle connections on West 8th Street from Linn Street to downtown and installing streetscape and pedestrian safety improvements along State Avenue, all in the neighborhoods of the West End and Lower Price Hill; and

WHEREAS, the federal grants require a twenty percent local match, which is anticipated to be available in the future FY 2025 capital improvement program project account, “State to Central: Building Better Neighborhoods,” and this local match may be partially offset by upcoming grant opportunities from the Ohio Public Works Commission and the Southwest Ohio Regional Transit Authority; and



WHEREAS, there are no new FTE/full-time equivalent requirements associated with these grants; and

WHEREAS, utilizing grant funding for conducting a Complete Streets project is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish capital improvement program project account nos. 980x232x242368, “State to Central - RAISE Grant,” and 980x232x242369, “State to Central - CPF Grant,” to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety.

Section 2. That the City Manager is authorized to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity grant (ALN 20.933) of up to \$20,000,000 awarded by the United States Department of Transportation (“USDOT”) to newly established capital improvement program project account no. 980x232x242368, “State to Central - RAISE Grant.”

Section 3. That the City Manager is authorized to accept and appropriate a Community Project Funding grant (ALN 20.534) of up to \$1,500,000 awarded by USDOT to newly established capital improvement program project account no. 980x232x242369, “State to Central - CPF Grant.”

Section 4. That the City Manager is authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

Section 5. That the proper City officials are authorized to take all necessary actions to carry out the terms of the grants and Sections 1 through 4.

Section 6. 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 finalize agreements to comply with the established project schedule.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

202302150  
**Date:** October 11, 2023

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *ESW*  
**Subject:** **Ordinance – Honorary Street Name Louise Spiegel Way**

---

Transmitted herewith is an ordinance captioned as follows:

**DECLARING** that Brookline Avenue at Jefferson Avenue in the Clifton neighborhood shall hereby receive the honorary, secondary name of “Louise Spiegel Way” in honor of Louise Spiegel and in recognition of her contributions and public service to the Cincinnati community.

ESW/JRS (dmm)  
Attachment  
390680

EMERGENCY

City of Cincinnati

JRS

JRSW

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

- 2023

**DECLARING** that Brookline Avenue at Jefferson Avenue in the Clifton neighborhood shall hereby receive the honorary, secondary name of "Louise Spiegel Way" in honor of Louise Spiegel and in recognition of her contributions and public service to the Cincinnati community.

WHEREAS, Louise Spiegel was a longtime Cincinnati resident who sought to challenge the status quo, and strived to empower the less fortunate, especially young black youth and men, the Appalachian community, and women from all backgrounds; and

WHEREAS, in the 1950s, Louise Spiegel was an early supporter and advocate of Cincinnati's Appalachian population and a founder of the Urban Appalachian Council and received the Kinship Award; and

WHEREAS, Louise Spiegel advocated for the Black community in all areas including equal opportunity in housing, education, and business; and

WHEREAS, Louise Spiegel was also a leader and advocate of the Woman's City Club, promoting advocacy for social justice and civic improvement; and

WHEREAS, Louise Spiegel based her advocacy around organizing the civic sector and getting local people involved as she believed public policy was dominated by corporate interests and needed more civic involvement; and

WHEREAS, Louise Spiegel collaborated with the consulting firm Applied Information Resources to found Citizens for Civic Renewal and she brought together diverse gatherings of activists to introduce them and their ideas to each other; and

WHEREAS, Louise Spiegel was also a member of the Cincinnati Association, the Civic Confederation, the Race Relations Council, the Cincinnati Youth Collaborative Steering Committee, and was appointed to serve on the Cincinnati Human Relations Commission from 2003 to 2013; and

WHEREAS, Louise Spiegel was inducted into the Ohio Civil Rights Commission's Hall of Fame in 2014 for her work and dedication to bringing people together and work in the City of Cincinnati; and

WHEREAS, Louise Spiegel has made a lasting impact to the Cincinnati community and to the City of Cincinnati's citizens, and her contributions and service in civic discourse and advocacy for civil rights will long be remembered; now, therefore,

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

Section 1. That Brookline Avenue at Jefferson Avenue in the Clifton neighborhood shall hereby receive the honorary, secondary name of "Louise Spiegel Way" in honor of Louise Spiegel and in recognition of her contributions and dedication to the City of Cincinnati through civil discourse and advocacy for civil rights.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Brookline Avenue at Jefferson Avenue as "Louise Spiegel Way" in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the family of Louise Spiegel via the office of Vice Mayor Jan-Michele Lemon Kearney.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

202302159

**Date:** October 11, 2023

**To:** Councilmember Liz Keating

**From:** Emily Smart Woerner, City Solicitor *EESW*

**Subject: Emergency Ordinance – Honorary Street Name – Elise Earley Way**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Thornton Avenue at River Road in the Saylor Park neighborhood shall hereby receive the honorary, secondary name of “Elise Earley Way” in honor of Elise Earley, who was in a fatal car accident caused by an impaired driver, and as a reminder of the necessity for drivers to not drive impaired and always observe road and traffic regulations.

EESW/JRS(dmm)  
Attachment  
390841

EMERGENCY

City of Cincinnati

JRS

EESW

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

- 2023

**DECLARING** that Thornton Avenue at River Road in the Sayler Park neighborhood shall hereby receive the honorary, secondary name of “Elise Earley Way” in honor of Elise Earley, who was in a fatal car accident caused by an impaired driver, and as a reminder of the necessity for drivers to not drive impaired and always observe road and traffic regulations.

WHEREAS, Elise Earley was a West Side native born in 1995, the fourth of six children; and

WHEREAS, Elise started her education at Sayler Park Montessori and attended Our Lady of the Visitation and St. Ursula Academy; and

WHEREAS, Elise graduated from Miami University and obtained employment with CTI in Cincinnati as a Marketing Associate; and

WHEREAS, on Friday, July 27, 2018, while pulling out at the intersection of Thornton Avenue and River Road, Elise and her boyfriend were hit by an impaired driver traveling 106 miles per hour; and

WHEREAS, Elise tragically passed away on July 28, 2018, having just celebrated her 23rd birthday just thirteen days prior; and

WHEREAS, Elise saved five lives as an organ donor; and

WHEREAS, Council, together with Elise’s loving and dedicated family, her friends, and the estimated 1,800 people who attended her funeral, wish to honor her memory by placing an honorary, secondary name at the intersection of Thornton Avenue at River Road in the Sayler Park neighborhood; and

WHEREAS, by this action, Council and Elise’s family further seek to increase education and awareness of consequences of driving impaired and the fatal ramifications for failing to observe road and traffic regulations in the hope that future tragedies of this type are prevented; now, therefore,

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

Section 1. That Thornton Avenue at River Road in the Sayler Park neighborhood shall hereby receive the honorary, secondary name of “Elise Earley Way” to honor Elise Earley and to

serve as a reminder of the dangers of driving impaired and the fatal ramifications for failing to observe road and traffic regulations.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Thornton Avenue at River Road as “Elise Earley Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That the Clerk shall cause a copy of this ordinance to be sent to the family of Elise Earley via the office of Councilmember Keating.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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



October 18, 2023

**To:** Mayor and Members of Council

202302203

**From:** Sheryl M. M. Long, City Manager

**Subject: Ordinance – DOTE: Ohio Transit Partnership Program (OTP2)  
Grant Application**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

This Ordinance authorizes the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program (OTP2), awarded by the Ohio Department of Transportation (ODOT), to provide resources for preventative maintenance and operating assistance for the streetcar system.

The City already applied for OTP2 grant resources to meet the application deadline, but no grant funds will be accepted without City Council approval.

This grant does not require local matching resources. However, the City applied for the OTP2 grant with a 20% percent local match offer, totaling up to \$400,000, to improve the City's competitive advantage. If awarded, matching resources may come from existing and future capital improvement program project accounts. No new FTEs/full-time equivalents are associated with this grant.

The OTP2 grant application is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" and strategy to "[p]lan, design, and implement a safe and sustainable transportation system" as described on pages 129-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

WHEREAS, grant resources of up to \$2,000,000 are available from the Ohio Department of Transportation’s Ohio Transit Partnership Program (“OTP2”) which, if awarded, will be used to provide resources for preventative maintenance and operating assistance for the streetcar system; and

WHEREAS, the City already applied for the OTP2 grant to meet the application deadline, but no grant funds will be accepted without approval by Council; and

WHEREAS, while this grant does not require local matching resources, the City applied for the OTP2 grant with a 20 percent local match offer, totaling up to \$400,000, to improve the City’s competitive advantage, and matching resources may come from existing and future capital improvement program project accounts; and

WHEREAS, there are no new FTEs/full time equivalents associated with the OTP2 grant; and

WHEREAS, the OTP2 grant application is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 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 grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

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

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

Passed: \_\_\_\_\_, 2023

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Aftab Pureval, Mayor

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

October 18, 2023

**To:** Mayor and Members of City Council 202302206  
**From:** Sheryl M. M. Long, City Manager  
**Subject: Emergency Ordinance – Cincinnati Police Department:  
Amending Ordinance No. 0276-2023**

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Attached is an Emergency Ordinance captioned:

**AMENDING** Ordinance No. 276-2023 to authorize the City Manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

This Emergency Ordinance would amend Ordinance No. 0276-2023 to authorize the City manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

On August 2, 2023, the City Council approved Ordinance No. 0276-2023, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$8,257 in DNA Testing Grant funds from Season of Justice to provide the Cincinnati Police Department (CPD) with funding to assist in solving cold cases using DNA.

When the City Council approved Ordinance No. 0276-2023, the Cincinnati Police Department expected to receive the grant funds from Season of Justice, then use those grant funds to procure lab services. Instead, Season of Justice will pay the vendor, Othram Inc., directly to perform the lab services for the CPD. Ordinance No. 0276-2023 must therefore be amended to allow the City to accept services from Othram Inc., which will be paid for by Season of Justice with the DNA Testing Grant funds.

The reason for the emergency is the immediate need to comply with the grant acceptance deadline and to accept grant-funded services in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**KKF**

**- 2023**

**AMENDING** Ordinance No. 276-2023 to authorize the City Manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

WHEREAS, on August 2, 2023, Council approved Ordinance No. 276-2023, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$8,257 in DNA Testing Grant funds from Season of Justice to provide the Cincinnati Police Department with funding to assist in solving cold cases using DNA; and

WHEREAS, when Council approved Ordinance No. 276-2023, the Cincinnati Police Department expected to receive the grant funds from Season of Justice, then use those grant funds to procure lab services; and

WHEREAS, instead, Season of Justice will pay the vendor, Othram Inc., directly to perform the lab services for the Cincinnati Police Department; and

WHEREAS, Ordinance No. 276-2023 must be amended to allow the City to accept services from Othram Inc., which will be paid for by Season of Justice with the DNA Testing Grant funds; now, therefore;

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

Section 1. That Sections 1, 3, and 4 of Ordinance No. 276-2023, approved by Council on August 2, 2023, are hereby amended as follows:

Section 1. That the City Manager is authorized to apply for, ~~accept, and appropriate~~ a grant of up to \$8,257 ~~in DNA Testing Grant funds from Season of Justice to provide the Cincinnati Police Department with funding to assist in solving cold cases using DNA~~ from Season of Justice through the DNA Testing Grant for the purpose of solving cold cases, and to accept in-kind services from Othram, Inc. paid for by Season of Justice with funds awarded through the grant.

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

~~Section 4~~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 to ensure timely acceptance of the grant-funded services~~funds~~.

Section 2. That Section 2 of Ordinance No. 276-2023 is hereby deleted in its entirety.

Section 3. That all terms of Ordinance No. 276-2023 not amended or removed by this Ordinance remain in full force and effect.

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 comply with the grant acceptance deadline and to accept grant-funded services in a timely manner.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

October 18, 2023

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

202302204

**From:** Sheryl M. M. Long, City Manager

**Subject: Ordinance – Cincinnati Recreation Commission: Land and Water Conservation Fund Grant Application for Camp Washington Skate Park**

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.

Approval of this Ordinance would authorize the City Manager to apply for grant resources in an amount of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.196) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a skate park at the Camp Washington Recreation Area.

The Land and Water Conservation Fund (ALN 15.916) is a federally funded reimbursement grant program awarded by the Ohio Department of Natural Resources (ODNR). The grant provides up to fifty percent of project funding for the acquisition, development, and rehabilitation of recreational areas.

To meet ODNR’s fifty percent local match, funding of up to \$250,000 will be provided from existing capital improvement program project account no. 980x199x241900, “Outdoor Facilities Renovation,” or a future capital improvement program project account. Local fundraising is underway to further support the skate park project.

There are no new FTEs associated with this grant application. The deadline to apply is November 13, 2023, but CRC will not accept grant resources without authorization from the City Council.

Applying for the ODNR grant to construct a skate park, in response to public input, is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.

WHEREAS, the Land and Water Conservation Fund (ALN 15.916) is a federally funded reimbursement grant program awarded by the Ohio Department of Natural Resources (the “ODNR Grant”) that provides up to fifty percent project funding for the acquisition, development, and rehabilitation of recreational areas; and

WHEREAS, the City Administration intends to apply for a grant of up to \$500,000 to construct a skate part at the Camp Washington Recreation Area; and

WHEREAS, to meet the ODNR Grant’s requirement of a fifty percent local match, funding of up to \$250,000 will be provided from existing capital improvement program project account no. 980x199x241900, “Outdoor Facilities Renovation” or a future capital improvement program project account; and

WHEREAS, there are no new FTEs/full time equivalents associated with the ODNR Grant; and

WHEREAS, the City intends to apply for the ODNR Grant before the application deadline of November 13, 2023, but no grant funds will be accepted without approval by Council; and

WHEREAS, applying for the ODNR Grant to construct a skate park, in response to public input, is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as well as the strategy to “[u]nite our communities” as described on pages 207-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources (the “ODNR Grant”) for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.



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

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

October 18, 2023

**To:** Mayor and Members of City Council  
202302205

**From:** Sheryl M. M. Long, City Manager

**Subject:** **Ordinance – Cincinnati Recreation Commission: 2023 Holiday Toy Drive Donations**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission’s 2023 Toy Drive to support Cincinnati Recreation Commission’s holiday season programming needs in underserved communities; and **AUTHORIZING** the Director of Finance to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

Approval of this Ordinance will authorize the City Manager and Cincinnati Recreation Commission (CRC) employees to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission’s 2023 Toy Drive to support the Cincinnati Recreation Commission’s holiday season programming needs in underserved communities. It would also authorize the Finance Director to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

CRC estimates monetary donations to be received will be valued individually between \$6,000 and \$8,000 and in-kind donations valued individually between \$7,000 and \$10,000. Both the monetary and in-kind donations will be used to support CRC’s holiday season programming needs in underserved communities.

There are no matching funds or new FTEs associated with the acceptance of these donations.

Acceptance of these donations are in accordance with the “Collaborate” goal to [w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 208-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission's 2023 Toy Drive to support Cincinnati Recreation Commission's holiday season programming needs in underserved communities; and **AUTHORIZING** the Director of Finance to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

WHEREAS, the Cincinnati Recreation Commission's ("CRC") annual toy drive collects monetary donations and gifts to support holiday season programming needs in underserved communities; and

WHEREAS, because CRC anticipates that it will receive monetary donations valued individually between \$6,000 and \$8,000 and in-kind donations valued individually between \$7,000 and \$10,000, advance approval from Council is needed to accept the anticipated donations; and

WHEREAS, these donations do not require matching funds, and there are no additional FTEs/full time equivalents associated with the acceptance of these donations; and

WHEREAS, acceptance of these donations is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 208-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager and employees of the Cincinnati Recreation Commission are authorized to solicit and accept monetary and in-kind donations of assorted gifts from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission's 2023 Toy Drive for the purpose of supporting the Cincinnati Recreation Commission's holiday season programming needs in underserved communities.

Section 2. That the Director of Finance is authorized to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

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

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

**October 18, 2023**

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

202302201

**From:** Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – President Pro Tem Parks: Authorizing Expenditures to Cincinnati Public Schools (CPS) for Girls in Government Programming**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the expenditure of up to \$29,000 from Special Events Fund 314 to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio; and **DECLARING** such expenditure to be for a public purpose.

Ordinance No. 0190-2023 authorized the transfer of \$29,000 from the FY 2023 office budget of President Pro Tem Victoria Parks to the Special Events Fund to provide resources for upcoming Girls in Government programming. This Emergency Ordinance will authorize the provision of resources to Cincinnati Public Schools (CPS) to fund the programming. The expense is also declared to serve a public purpose because the resources will fund an important program that benefits the community.

The reason for the emergency is the immediate need to provide resources for upcoming Girls in Government programming and a field trip before the end of calendar year 2023.

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

Attachment

**E M E R G E N C Y**

CNS

**-2023**

**AUTHORIZING** the expenditure of up to \$29,000 from Special Events Fund 314 to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio; and **DECLARING** such expenditure to be for a public purpose.

WHEREAS, Ordinance No. 190-2023 authorized the transfer of \$29,000 from the office budget of President Pro Tem Victoria Parks to the Special Events Fund to provide resources for upcoming Girls in Government programming; and

WHEREAS, Council now desires to provide these resources to Cincinnati Public Schools to manage upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio; and

WHEREAS, these funds will be used to fund an important program that benefits the community; now, therefore,

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

Section 1. That the City's expenditure of up to \$29,000 from the unappropriated surplus of Special Events Fund 314 is authorized to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio.

Section 2. That these expenditures are declared to serve a public purpose because the resources will be used to fund an important program that benefits the community.

Section 3. That the proper City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2.

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 resources for upcoming Girls in Government programming and a field trip before the end of calendar year 2023.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

October 18, 2023

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

202302202

**From:** Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Cincinnati Recreation Commission:  
Moral Obligation Payment to the Ohio Treasurer of State**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System.

Approval of this Emergency Ordinance will authorize the payment \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided to the Cincinnati Recreation Commission.

The City entered into a contract with the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System (VECHS) program to conduct state and federal criminal history information queries for job applicants at Cincinnati Recreation Commission certified childcare centers on November 4, 2019. The agreement expired in November 2022. The moral obligation payment covers criminal history information query services provided outside of a contract. A new contract has been finalized effective October 2023.

Cincinnati Recreation Commission staff were informed of the contract issues and educated on the best practices for coordinating and reviewing contracts prior to expiration dates to prevent moral obligations in the future.

The reason for the emergency is the immediate need to pay the Ohio Treasurer of State for criminal history information query services provided to the Cincinnati Recreation Commission.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



**EMERGENCY**

**IMD**

**- 2023**

**AUTHORIZING** a payment of \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System.

WHEREAS, the City entered into a contract (“Agreement”) with the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System (“VECHS”) program on November 4, 2019; and

WHEREAS, through the Agreement, VECHS conducts state and federal criminal history information queries for job applicants at Cincinnati Recreation Center’s (“CRC”) certified childcare centers; and

WHEREAS, the Agreement expired on November 22, 2022, and a new contract is expected to be finalized effective October 2023; and

WHEREAS, criminal history information query services continued through August 2023 until halted by the State for outstanding invoices; and

WHEREAS, a moral obligation payment of \$4,394.25 is now required for the outstanding invoice for criminal history information query services performed after the Agreement expired; and

WHEREAS, CRC staff has been educated on the best practices for coordinating and reviewing contracts prior to their expiration dates to prevent moral obligations in the future; and

WHEREAS, sufficient resources are available in CRC General Fund non-personnel operating budget account no. 050x199x4940x7289 to pay for the services rendered; and

WHEREAS, Council desires to provide payment of \$4,394.25 to the Ohio Treasurer of State for services provided to CRC; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$4,394.25 to the Ohio Treasurer of State from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of

{00391294-4}

State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation's Volunteer and Employee Criminal History System.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay the Ohio Treasurer of State for criminal history information query services provided to the Cincinnati Recreation Commission.

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

October 18, 2023

To: Mayor and Members of City Council 202302165  
From: Sheryl M.M. Long, City Manager  
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Fuhrman Road - 8601 Ridge

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Attached is an Ordinance captioned:

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio in accordance with the plat entitled MISC123-Fuhrman Road Fire Hydrant-E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by Molly J. Properties, LLC, an Ohio limited liability company, and Amberley Village, an Ohio municipal corporation, for construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio in accordance with the plat entitled MISC123 – Fuhrman Road Fire Hydrant – E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder’s Office.

WHEREAS, Molly J. Properties, LLC, an Ohio limited liability company, and Amberley Village, an Ohio municipal corporation, have granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Amberley Village, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled MISC123 – Fuhrman Road Fire Hydrant – E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder’s Office (“Easement Plat”); and

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

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

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

Section 1. That the public utility easement granted by Molly J. Properties, LLC, an Ohio limited liability company, and Amberley Village, an Ohio municipal corporation, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled MISC123 – Fuhrman Road Fire Hydrant – E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder’s Office and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Tract I

Situated in Section 26, Town 4, Entire Range 1, Village of Amberley, Sycamore Township, Miami Purchase, Hamilton County, State of Ohio, and being more particularly described as follows:

Commencing at the point of intersection of the centerline of Ridge Road and the Village of Amberley - City of Reading Corporation Line, said point being also the northeast corner of the southwest quarter of Section 26;

Thence with said corporation line, being also the half section line of Section 26, north  $88^{\circ}06'18''$  west a distance of 435.60 feet to a point;

Thence south  $2^{\circ}28'18''$  west with the projection of the Grantor's east line, a distance of 30.00 feet to the Grantor's northeast corner and the real place of beginning for the description;

Thence along the following course:

Continuing with the Grantor's east line south  $2^{\circ}28'18''$  west a distance of 0.64 feet to a point;

North  $88^{\circ}08'40''$  west a distance of 293.41 feet to a point; North  $88^{\circ}24'19''$  west a distance of 503.71 feet to a point;

North  $89^{\circ}03'40''$  west a distance of 266.87 feet to a point;

South  $81^{\circ}47'07''$  west a distance of 31.43 feet to a point;

On a curve to the left a distance of 75.59 feet to a point on the Grantor's west line, said curve having a radius of 180.00 feet and chord bearing south  $78^{\circ}54'33''$  west and 75.03 feet in length;

With the Grantor's west line north  $1^{\circ}53'42''$  east a distance of 30.31 feet to the Grantor's northwest corner;

With the Grantor's north line south  $88^{\circ}06'18'$  east a distance of 1168.00 feet to the place of beginning.

Containing 4,562 square feet (0.1047 acres). Hamilton County Auditor's Parcel No. 526-0040-0061-00.

Tract II

Situated in Section 26, Town 4, Entire Range 1 of the Miami Purchase, Village of Amberley, Hamilton County, Ohio and being part of the property conveyed to Amberley Village, Ohio by deed recorded in Official Record Volume 7706, Page 2563 of the Hamilton County, Ohio records and further being more particularly described as follows:

Commencing at a point in the centerline of Ridge Road, being the intersection of the north-south half-section line and the east-west half-section line of Section 26;

Thence with said east-west half-section line North 88°06'18" West, a distance of 435.60 feet to a point;

Thence South 02°28'18" West, a distance of 30.64 feet to an Iron pin found at the grantor's northeasterly corner and the northeasterly corner of a parcel of land leased by DBS Ridge Road, LLC, of record in Official Record 13387, Page 834;

Thence with the grantor's northerly line and the northerly line of said lease area, North 88°08'40" West, a distance of 293.41 feet to an iron pin found;

Thence continuing with said northerly line, North 88°24'19" West, a distance of 284.70 feet to an iron pin with cap set at the northwesterly corner of said lease area and the Principal Point of Beginning for this description;

Thence through the grantor's property, along a new division line and with the westerly line of said lease area, South 01°35'55" West, a distance of 243.02 feet to an iron pin with cap set in the northerly line of a parcel of land conveyed to the State of Ohio for right-of-way purposes, of record in Official Record 8243, Page 1890;

Thence with said right-of-way parcel, South 75°30'36" West, a distance of 173.73 feet to an iron pin with cap set;

Thence continuing with said right-of-way parcel, South 76°29'13" West, a distance of 176.54 feet to an iron pin with cap set;

Thence through the grantor's property, along a new division line, North 0°56'20" East, a distance of 335.79 feet to an iron pin with cap set in the grantor's northerly line;

Thence with the grantor's northerly line, South 89°03'40" East, a distance of 122.22 feet to an iron pin with cap set;

Thence continuing with said northerly line, South 88°24'19" East, a distance of 219.01 feet to the point of beginning.

Containing 2.2658 acres, more or less, and being subject to all easements, restrictions, covenants and/or conditions of record.

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

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

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

October 18, 2023

To: Mayor and Members of City Council 202302172  
From: Sheryl M.M. Long, City Manager  
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at  
3801 Miami Run

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Attached is an Ordinance captioned:

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio in accordance with the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by Miami Run JV, LLC, an Ohio limited liability company, for construction, installation, reconstruction, operation, maintenance, repair, replacement, modification and removal of water mains and related fixtures, equipment and appurtenances through certain real property in the Village of Mariemont, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works



**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio in accordance with the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office.

WHEREAS, Miami Run JV, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in the Village of Mariemont, Ohio, as more particularly depicted and described on the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

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

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

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

Section 1. That the public utility easement granted by Miami Run JV, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio, as more particularly depicted and described on the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situated in Section 9, Town 4, Fractional Range 2, Village of Mariemont, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the intersection of the centerline of Mt. Vernon Avenue (Old Wooster Pike) and the east line of Section 9, said point being south 02 degrees 00' 35" west, 614.75 feet from the intersection of the centerline of Wooster Pike (as now improved) and the said east line of Section 9;

thence along the said east line of Section 9, south 02 degrees 00' 35" west 452.17 feet;

thence departing the said east line of Section 9, south 66 degree 06' 00" west, 292.92 feet;

thence north 84 degrees 14' 50" west, 50.53 feet; thence south 66 degrees 06' 00" west, 82.15 feet;

thence with the arc of a curve with a radius of 13,793.91 feet, counterclockwise, 120.32 feet (chord of said arc bears south 66 degrees 21' 00" west, 120.32 feet);

thence north 01 degrees 16' 48" east, 245.42 feet;

thence north 87 degrees 47' 48" east, 171.88 feet;

thence north 01 degree 16' 48" east, 184.05 feet;

thence north 32 degrees 42' 31" west, 27.76 feet;

thence north 74 degrees 52' 31" east, 111.58 feet;

thence north 62 degrees 12' 51" east, 120.90 feet;

thence north 53 degrees 30' 42" east, 171.94 feet to the said east line of Section 9 and the point of beginning.

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

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

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

Passed: \_\_\_\_\_, 2023

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Aftab Pureval, Mayor

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

October 18, 2023

To: Mayor and Members of City Council 202302173  
From: Sheryl M.M. Long, City Manager  
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Airy Hills at North Bend Crossing

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Attached is an Ordinance captioned:

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by Airy Hills at North Bend Crossing, LLC, for water mains, related fixtures, equipment and appurtenances through certain real property located in Green Township, Hamilton County, Ohio. Water mains and appurtenances in the easement will afford system integrity and access for maintenance. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder's Office.

WHEREAS, Airy Hills at North Bend Crossing, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Green Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

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

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

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

Section 1. That the public utility easement granted by Airy Hills at North Bend Crossing, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder's Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situate in Section 11, Town 2, Fractional Range 2, Miami Purchase, Green Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the intersection of the centerline of West Fork Road and the west line of said Section 11;

Thence leaving the west line of said Section 11, along the centerline of West Fork Road, South 87 degrees 00 minutes 07 seconds East, 276.99 feet to a point;

Thence leaving the centerline of West Fork Road, South 03 degrees 30 minutes 45 seconds West, 40.00 feet to a set iron pin in the southerly right-of-way of West Fork Road and the real place of beginning for this description;

Thence South 87 degrees 00 minutes 07 seconds East for a distance of 20.00 feet;

Thence South 03 degrees 30 minutes 45 seconds West for a distance of 351.48 feet;

Thence South 11 degrees 26 minutes 47 seconds West for a distance of 168.70 feet;

Thence South 02 degrees 22 minutes 16 seconds West for a distance of 50.60 feet;

Thence South 09 degrees 28 minutes 13 seconds East for a distance of 201.45 feet;

Thence along a curve to the right having a radius of 237.50 feet and an arc length of 57.26 feet, being subtended by a chord of South 02 degrees 33 minutes 48 seconds East for a distance of 57.12 feet to a set magnail;

Thence South 86 degrees 27 minutes 51 seconds East for a distance of 210.64 feet to a set 5/8" iron pin and cap;

Thence North 48 degrees 32 minutes 09 seconds East for a distance of 87.71 feet to a set 5/8" iron pin and cap;

Thence South 86 degrees 27 minutes 51 seconds East for a distance of 89.33 feet to a set 5/8" iron pin and cap;

Thence South 03 degrees 32 minutes 09 seconds West for a distance of 354.23 feet to the northerly Limited Access Right of Way for Interstate 74 to an existing 5/8" iron pin;

Thence North 86 degrees 39 minutes 27 seconds West for a distance of 103.10 feet with the northerly Limited Access Right of Way for Interstate 74 and an existing 5/8" iron pin and cap;

Thence North 81 degrees 09 minutes 37 seconds West for a distance of 283.07 feet continuing with the northerly Limited Access Right of Way for Interstate 74 and an existing 5/8" iron pin and cap;

Thence North 04 degrees 10 minutes 29 seconds East for a distance of 267.32 feet leaving the northerly Limited Access Right of Way for Interstate 74;

Thence along a curve to the left having a radius of 217.50 feet and an arc length of 51.80 feet, being subtended by a chord of North 02 degrees 38 minutes 53 seconds West for a distance of 51.68 feet;

Thence North 09 degrees 28 minutes 13 seconds West for a distance of 203.52 feet;

Thence North 02 degrees 22 minutes 16 seconds East for a distance of 54.26 feet;

Thence North 11 degrees 26 minutes 47 seconds East for a distance of 168.90 feet;

Thence North 03 degrees 30 minutes 45 seconds East for a distance of 349.92 feet to the place of beginning.

Together with and subject to covenants, easements, and restrictions of record. Said property contains 3.0434 acres more or less. Based on a survey by Nordloh & Associates, Inc., 614 Wooster Pike, Terrace Park, Ohio 45174 under the direct supervision of Lee C. Nordloh P.S. Ohio Registration No. 7066 dated April 2012.

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

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

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

Passed: \_\_\_\_\_, 2023

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Aftab Pureval, Mayor

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



October 18, 2023

To: Mayor and Members of City Council 202302177  
From: Sheryl M.M. Long, City Manager  
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at  
Crosley Meadow

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Attached is an Ordinance captioned:

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Colerain Township, Hamilton County, Ohio in accordance with the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by D.R. Horton-Indiana, LLC, a Delaware limited liability company, for construction, maintenance, and repair of water mains and appurtenances on property located at Crosley Meadow in Colerain Township, Hamilton County, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, GCWW, Executive Director

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Colerain Township, Hamilton County, Ohio in accordance with the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office.

WHEREAS, D.R. Horton-Indiana, LLC, a Delaware limited liability company, dedicated and granted a public utility easement in favor of the City of Cincinnati for water mains and appurtenances on property located along Crosley Meadow in Colerain Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

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

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

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

Section 1. That the public utility easement granted by D.R. Horton-Indiana, LLC, a Delaware limited liability company, to the City of Cincinnati for the construction, maintenance, and repair of water mains and appurtenances on property located at Crosley Meadow in Colerain Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situated in Section 1, Town 2, Entire Range 1, Colerain Township, Miami Purchase, Hamilton County, State of Ohio, and being part of Lot 49 and Lot 50 of Crosley Meadows Subdivision, as recorded in Plat Book 491, Pages 21 and 22, Hamilton County, Ohio Records.

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

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

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_

Aftab Pureval, Mayor

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

October 18, 2023

To: Mayor and Members of City Council 202302179  
From: Sheryl M.M. Long, City Manager  
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Traditions Anderson Phase 1

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Attached is an Ordinance captioned:

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio in accordance with the plat entitled *Water Main Easement E-1093, WSL 3686, Tradition Anderson-I*, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office.

The attached Ordinance accepts and confirms the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Anderson Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled *Water Main Easement E-1093, WSL 3686, Tradition Anderson-I*, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office, and which easement has been granted by Traditions Anderson, LLC, an Ohio limited liability company. The plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer and found to be correct. The City Manager in consultation with the Greater Cincinnati Water Works recommends that Council accept and confirm the acceptance of the public utility easement.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, GCWW, Executive Director

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio in accordance with the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office.

WHEREAS, Traditions Anderson, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Anderson Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

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

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

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

Section 1. That the public utility easement granted by Traditions Anderson, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situated in M.S. No. 620, Anderson Township, Hamilton County, Ohio, and being more particularly described as follows:

Being parts of Lots 8 and 9 of Traditions Anderson 1 Subdivision, as shown on the plat recorded in Plat Book 493, Pages 96-97, Hamilton County, Ohio Recorder’s Office.

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

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

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_

Aftab Pureval, Mayor

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

Clerk

October 18, 2023

To: Mayor and Members of City Council 202302197  
From: Sheryl M. M. Long, City Manager  
Subject: ORDINANCE – LEASE AGREEMENT – SHARP ALLEY – OTR

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Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Lease Agreement with 60 East LLC pursuant to which the City will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine.

The City owns the public right-of-way known as Sharp Alley, located southwest of Hust Alley and Northeast of East McMicken Avenue in Over-the-Rhine.

60 East, LLC owns certain real property abutting Sharp Alley, located at 60 East McMicken Avenue, Cincinnati, OH 45202. 60 East, LLC has requested to lease portions of Sharp Alley.

The City has determined the lease will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way, and leasing the area to 60 East, LLC is not averse to the City's retained interest in the Leased Premises.

The fair market value of the Lease Area is approximately \$225 per year, which 60 East, LLC has agreed to pay.

The City Planning Commission approved the lease at its meeting on July 21, 2023.

The Administration recommends passage of the attached ordinance.

Attachment I – Lease Agreement – Lease of Sharp Alley

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

**AUTHORIZING** the City Manager to execute a Lease Agreement with 60 East LLC pursuant to which the City will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine.

WHEREAS, the City of Cincinnati owns certain real property, designated as public right-of-way, commonly known as Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine (“Property”), which Property is under the management of the Department of Transportation and Engineering (“DOTe”); and

WHEREAS, 60 East LLC, an Ohio limited liability company (“Lessee”), owns or otherwise controls certain real property abutting the Property located at 60 East McMicken Avenue and has requested to lease from the City a portion of the Property, as more particularly described and depicted in the Lease Agreement attached to this ordinance as Attachment A and incorporated herein by reference (“Leased Premises”); and

WHEREAS, the City Manager, in consultation with DOTe, has determined that (i) the Leased Premises, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City’s retained interest in the Leased Premises or the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market rental value of the Leased Premises is approximately \$225 per year, which Lessee has agreed to pay; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City and leasing the Leased Premises to Lessee is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to maintain the Leased Premises at no cost to the City, (ii) Lessee has provided the City with the written consent to the lease from all property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Leased Premises at its meeting on July 21, 2023; now, therefore,

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



Section 1. That the City Manager is hereby authorized to execute a Lease Agreement with 60 East LLC, an Ohio limited liability company (“Lessee”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine, as more particularly described and depicted in the Lease Agreement (“Leased Premises”).

Section 2. That the Leased Premises, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease.

Section 3. That leasing the Leased Premises to Lessee is not adverse to the City’s retained interest in the Leased Premises.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Leased Premises is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to maintain the Leased Premises at no cost to the City, (ii) Lessee has provided the City with the written consent to this Lease from the property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than Lessee, an abutting property owner, would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

Section 5. That the fair market value of the lease, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$225 per year, which Lessee has agreed to pay.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including executing any and all ancillary documents associated with the Lease Agreement, such

as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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

Contract No. \_\_\_\_\_

Property: Sharp Alley

**LEASE AGREEMENT**  
(triple net)

This Lease Agreement (“**Lease**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Room 122, Cincinnati, OH 45202; Attention: Real Estate (the “**City**”), and **60 EAST LLC**, an Ohio limited liability company, the address of which is 57 E McMicken, Cincinnati, OH 45202 (“**Lessee**”).

Recitals:

A. The City owns the public right-of-way known as Sharp Alley in the Over-the-Rhine neighborhood of Cincinnati, including an approximately 0.0331-acre portion of Sharp Alley, more particularly described on Exhibit A (Legal Description), and depicted on Exhibit B (Survey) hereto (the “**Leased Premises**”), which is under the management of the Department of Transportation and Engineering (“**DOT**”).

B. Lessee or an affiliate thereof owns the properties located on either side of the Leased Premises, more particularly identified as Hamilton County, Ohio Auditor’s Parcel Nos. 094-0005-0297 and 094-0005-0296 (“**Lessee’s Property**”).

C. Lessee desires to lease the Leased Premises from the City, and the City is agreeable to lease the Leased Premises to Lessee on the terms and conditions set forth herein.

D. The City has determined that the Leased Premises above grade is not currently needed for transportation or other municipal purposes.

F. The fair market rental value of the Leased Premises, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$225.00 per year, which Lessee has agreed to pay.

G. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to provide maintenance and lighting to the area; (ii) Lessee has provided the City with the written consent to this Lease from all property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s lease of the Leased Premises to Lessee at its meeting on July 21, 2023.

I. Cincinnati City Council authorized the execution of this Lease by Ordinance No. [\_\_\_\_]-2023, passed on [\_\_\_\_], 2023.

NOW THEREFORE, the parties hereby agree as follows:

**1. Grant.**

(A) Grant. The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth herein. The rights herein

granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises. Lessee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the physical condition and characteristics of the Leased Premises. The City makes no representations or warranties concerning the title, condition, or characteristics of the Leased Premises or the suitability or fitness of the Leased Premises for any purpose. Lessee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Leased Premises. Lessee shall accept the Leased Premises in "as is," "where is" condition with all faults and defects, known or unknown.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works ("**GCWW**"), Metropolitan Sewer District ("**MSDGC**"), Duke Energy, Altafiber, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises, for the inspection, maintenance, repair, replacement, and removal thereof. Lessee shall not construct any structures within the Leased Premises. If Lessee constructs any additional improvements within the Leased Premises or undertakes any other action that interferes with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City and such third parties shall be permitted to take all actions reasonably necessary to eliminate such interference at Lessee's expense. If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to a utility provider, Lessee shall immediately notify the appropriate utility provider. All actual, out-of-pocket costs of repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility company damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, maintenance, repair, replacement, or removal of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements. Under no circumstances shall the City be responsible for any damage to the Leased Premises or improvements thereon resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises.

## 2. Term.

(A) Term. The term of this Lease (the "**Term**") shall commence on the Effective Date (also referred to herein as the "**Commencement Date**") and shall continue for **five (5)** years thereafter, unless extended or sooner terminated as herein provided.

(B) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time, by giving Lessee no less than 60 days prior written notice, if the City determines that the Leased Premises are needed for a municipal purpose. Upon such termination, the City shall refund any prepaid base rent.

## 3. Base Rent.

(A) Base Rent. Lessee shall pay annual base rent to the City for the Leased Premises of \$225.00. Lessee shall make a single, annual payment to the City no later than the Commencement Date, and on each one-year anniversary thereof, without demand, notice, or setoff.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee shall pay the City a late charge equal to five percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated early for any reason (other than due to the City's desire to use the Leased Premises for a municipal purpose under paragraph 2(B) above), the City shall not be required to refund any portion of the prepaid rent for such period. All payments shall be made by check payable to the "City of

Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate.

**4. Permitted Use.** Lessee shall use the Leased Premises for ingress and egress and maintenance purposes, and for no other purpose unless consented to in writing by DOTE. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment.

**5. Utilities; Real Estate Taxes; Other Expenses.** During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

**6. Maintenance and Repairs.** Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete or brick pavement, pavers, curbs and sidewalks within the Leased Premises. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage, at its sole expense, to the satisfaction of DOTE (however Lessee shall not be required to restore the Leased Premises to a better condition than otherwise required under this Lease). Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

**7. Alterations.**

(A) Alterations. Lessee shall not make any alterations or improvements to the Leased Premises, including without limitation installing any additional fences, signs, lighting, or other utilities, or remove any existing improvements within the Leased Premises, without obtaining the prior written consent of DOTE. If Lessee proposes to install any new fences or permanent-type structures or other improvements within the Leased Premises, Lessee shall also obtain the prior written consent of all utility companies whose utility facilities might be affected.

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

(C) Compliance with Laws. Lessee shall obtain all necessary City permits associated with work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements.

**8. Insurance; Indemnification.**

(A) Insurance. Throughout the Term, Lessee shall maintain: (i) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City of Cincinnati as an additional insured; (ii) property insurance on any and all equipment and other personal property of Lessee from time to time kept on the Leased Premises; and (iii) such additional insurance as the City or its risk advisors may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. On or prior to the Commencement Date and prior to the expiration of

each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Claims and Subrogation. All improvements, materials, equipment, and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how caused. As a material consideration under this Lease, Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged by fire or other casualty or any other cause, even if caused by negligence, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate property insurance.

(C) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any occurrence on the Leased Premises during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

**9. Casualty.** If the Leased Premises is damaged or destroyed by fire or other casualty, Lessee shall repair and restore the same, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If Lessee's insurance proceeds are insufficient to fully repair and restore the Leased Premises, Lessee shall make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth by DOTE. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Area is being repaired or restored.

**10. Default.** Should Lessee fail to pay any sum due hereunder or perform any other obligation under this Lease within thirty (30) days after receiving written notice thereof from the City (herein, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee's default or the termination of this Lease. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee's sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Lessee shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

**11. Notices.** All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express or other recognized overnight courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the City at its address set forth in the introductory paragraph of this Lease, and to Lessee at its address set forth below, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Lessee sends a notice to the City alleging that the City is in default under this Lease, Lessee shall simultaneously send a copy of such notice by U.S. certified

mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. All notices given to Lessee under this Lease shall be delivered as follows:

60 East LLC  
57 E McMicken,  
Cincinnati, OH 45202  
Attn: Michael Chewning  
[chewning@8kconstruction.com](mailto:chewning@8kconstruction.com)

**12. Surrender; Holdover.**

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term without the City's consent, then, at the City's option, such holdover shall create a tenancy-at-will on the same terms and conditions as set forth in this Lease except that rent payable during such holdover shall be equal to the then fair market rental value of the Leased Premises as determined by appraisal by the City's Real Estate Services Division.

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City and fails to restore the Leased Premises to their former condition, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand. If the City incurs costs in removing Lessee's improvements and restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City.

**13. Assignment and Sublease.** Lessee shall not assign or sublet its interests under this Lease without the prior written consent of the City.

**14. General Provisions.**

(A) Entire Agreement. This Lease (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.

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

(C) Governing Law. This Lease 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 Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease 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 Lease.

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

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

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

(J) No Brokers. Lessee represents that it has 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 Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease 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 member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

**15. Additional Conditions from City's Coordinated Report (CR#99-2022)**. Lessee shall comply with the following additional terms and conditions:

- (a) MSD: Ready access to the alley must be maintained due to the presence of a 24" brick sewer main in the public right-of-way.
- (b) Altafiber: Altafiber has existing underground telephone facilities at this location. Altafiber can approve this request if the existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the Lessee's expense.

**15. Exhibits**. The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Legal Description*  
Exhibit B – *Survey*

[SIGNATURE PAGES FOLLOW]



This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

**60 EAST LLC,**  
an Ohio limited liability company

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

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

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

Date: \_\_\_\_\_, 2023

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **60 EAST LLC**, an Ohio limited liability company, on behalf of the company.

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

*[CITY SIGNATURE PAGE FOLLOWS]*

**CITY OF CINCINNATI**

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

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

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

Date: \_\_\_\_\_, 2023

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved by:

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

Approved as to Form:

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

Certified Date: \_\_\_\_\_  
Fund/Code: \_\_\_\_\_  
Amount: \_\_\_\_\_  
By: \_\_\_\_\_  
Karen Alder, City Finance Director

**EXHIBIT A**  
to Lease Agreement

*Legal Description*

Situated in Section 13, Town 3, Fractional Range 2, Millcreek Township, Between the Miamis, City of Cincinnati, Hamilton County, Ohio, and is more particularly described as follows:

All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

**BEGINNING**, at the intersection of the northeasterly right-of-way line of East McMicken Avenue, 33.00 feet as measured perpendicular to the centerline, and the northwesterly right-of-way line of Sharp Alley, 6.00 feet as measured perpendicular to the centerline, being the southerly corner of Northcrown 56 McMicken LLC (Official Record Book 14045, page 1711), an existing cut notch bears S48°52'11"W 3.00 feet;

**THENCE**, with the northwesterly right-of-way line of Sharp Alley N48°52'11"W 120.00 feet to a point at the intersection of the southwesterly right-of-way line of Hust Alley, 6.00 feet as measured perpendicular to the centerline, and the northwesterly right-of-way line of Sharp Alley, an existing MAG Nail and washer stamped "HARTIG PS 8765" bears N48°52'11"E 5.00 feet;

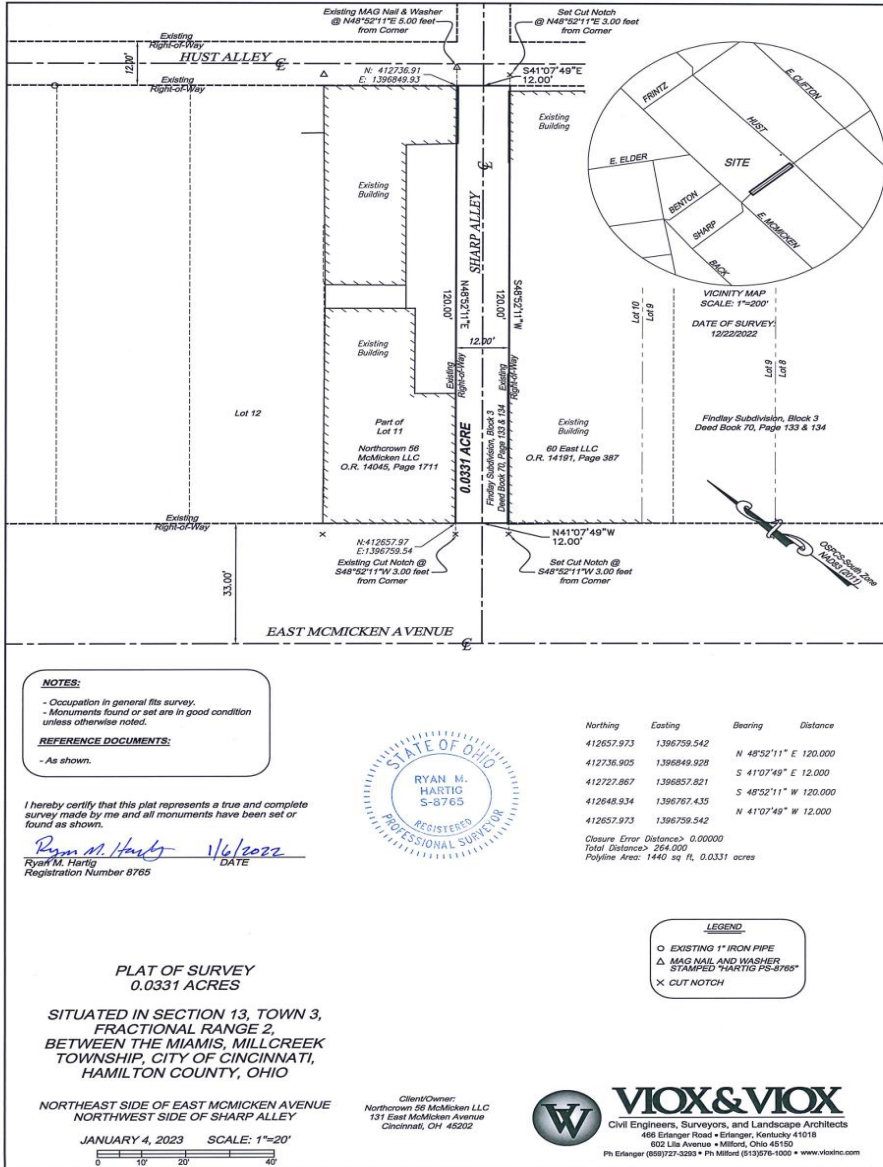
**THENCE**, with the southwesterly right-of-way line of Hust Alley, S41°07'49"E 12.00 feet to a point at the intersection of the southwesterly right-of-way line of Hust Alley and the southeasterly right-of-way line of Sharp Alley, a set cut notch bears N48°52'11"E 3.00 feet;

**THENCE**, with the southeasterly right-of-way line of Sharp Alley S48°52'11"W 120.00 feet to a point at the intersection of the southeasterly right-of-way line of Sharp Alley and the northeasterly right-of-way line of East McMicken Avenue, a set cut notch bears S48°52'11"W 3.00 feet;

**THENCE**, with the northeasterly right-of-way line of East McMicken Avenue N41°07'49"W 12.00 feet to the **POINT OF BEGINNING CONTAINING 0.0331 ACRES** being subject to all right-of-ways and easements of record.

This description was prepared from a new survey made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., December 22, 2022.

**EXHIBIT B**  
to Lease Agreement  
  
Survey



Date: October 18, 2023

To: Mayor and Members of City Council

202302222

From: Sheryl M. M. Long, City Manager

Subject: ORDINANCE – First Amendment to Horses on the Hill Lease

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Attached is an ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a First Amendment to Ground Lease with BLOC Ministries, Inc., pursuant to which the City will lease approximately three and one-half acres of land at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati for the operation of a youth horse riding academy.

The Administration recommends passage of the attached ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission

**AUTHORIZING** the City Manager to execute a First Amendment to Ground Lease with BLOC Ministries, Inc., pursuant to which the City will lease approximately three and one-half acres of land at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati for the operation of a youth horse riding academy.

WHEREAS, the City of Cincinnati and BLOC Ministries, Inc., an Ohio nonprofit corporation (“Lessee”), are parties to a Ground Lease, authorized by Ordinance No. 191-2018, passed by Council on June 27, 2018, pursuant to which the City leases to Lessee approximately seven acres of real property in the East Price Hill neighborhood located at 1655 Ross Avenue (“Leased Premises”) for the development and operation of a youth horse riding academy; and

WHEREAS, the City owns approximately three and one-half acres of vacant land abutting the Leased Premises (“Lease Expansion Property”), which is under the management of the Cincinnati Recreation Commission (“CRC”); and

WHEREAS, the City and Lessee desire to amend the Ground Lease to include the Lease Expansion Property to facilitate the expansion and enhancement of services provided at the youth horse riding academy, as detailed in the First Amendment to Ground Lease attached to this ordinance as Attachment A and incorporated herein by reference; and

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

WHEREAS, the City Manager, in consultation with CRC, has determined that (i) the Lease Expansion Property is not needed for municipal or recreational purposes for the duration of the Ground Lease, and (ii) leasing the Lease Expansion Property to Lessee is not adverse to the City’s retained interest in the Lease Expansion Property; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City and eliminating competitive bidding in connection with the City’s lease of the Lease Expansion Property is in the best interest of the City because the City desires to facilitate the expansion and enhancement of services provided at the youth horse riding academy and has identified the Lease Expansion Property as being an appropriate and suitable location for such expansion; and

WHEREAS, the City's Real Estate Services Division has determined, by a professional appraisal, that the fair market rental value of the Lease Expansion Property is approximately \$3,000 per year; however, the City is agreeable to lease the Lease Expansion Property to Lessee for less than its estimated fair market rental value, namely, for \$0.00 because the City anticipates that it will receive economic and non-economic benefits from the lease of the Lease Expansion Property that equal or exceed its fair market rental value because Lessee's operation of a horse riding academy for kids after school and during the summer expands exposure to unique cultural and educational programs, activities, and opportunities in the City for CRC patrons; and

WHEREAS, the City has determined that the lease of the Lease Expansion Property to Lessee is commercial in nature and constitutes a proper public purpose because the youth horse riding academy will result in the creation of employment and recreational opportunities for the benefit of the community; and

WHEREAS, Cincinnati Recreation Commission approved the lease of the Lease Expansion Property to Lessee at its meeting on May 17, 2022; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City-owned property, approved the lease of the Lease Expansion Property to Lessee at its meeting on August 18, 2023; 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 First Amendment to Ground Lease with BLOC Ministries, Inc., an Ohio nonprofit corporation ("Lessee"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City will lease to Lessee approximately three and one-half acres of land located at 1655 Ross Avenue in East Price Hill ("Lease Expansion Property") on the same terms and conditions as set forth in that certain Ground Lease dated July 31, 2018, which Ground Lease Council authorized by Ordinance No. 191-2018, passed on June 27, 2018.

Section 2. That the Lease Expansion Property is not needed for a recreational or other municipal purpose for the duration of the Ground Lease.

Section 3. That leasing the Lease Expansion Property to Lessee is not adverse to the City's retained interest in the Lease Expansion Property.

Section 4. That the City’s Real Estate Services Division has determined, by professional appraisal, that the fair market rental value of the Lease Expansion Property is approximately \$3,000 per year; however, the City is agreeable to lease the Lease Expansion Property to Lessee for less than its estimated fair market rental value, namely, for \$0.00 because the City anticipates that it will receive economic and non-economic benefits from the lease of the Lease Expansion Property that equal or exceed its fair market rental value because Lessee’s operation of a horse riding academy for kids after school and during the summer expands exposure to unique cultural and educational programs, activities, and opportunities in the City for CRC patrons.

Section 5. That eliminating competitive bidding in connection with the City’s lease of the Lease Expansion Property is in the best interest of the public because the City desires to facilitate the expansion and enhancement of the youth horse riding academy and has identified the Lease Expansion Property as being an appropriate and suitable location for such expansion.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the First Amendment to Ground Lease, including executing any and all ancillary documents associated therewith, such as amendments or supplements to the Ground Lease deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: \_\_\_\_\_, 2023

\_\_\_\_\_  
Aftab Pureval, Mayor

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



## FIRST AMENDMENT TO GROUND LEASE

(Addition of property to Lease Area)

This First Amendment to Ground Lease (this "**Amendment**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **BLOC Ministries, Inc.**, an Ohio nonprofit corporation, the address of which is 911 W. 8<sup>th</sup> Street, Cincinnati, Ohio 45203 ("**Lessee**").

### Recitals:

A. The City and Lessee are parties to that certain *Ground Lease* dated July 31, 2018 (the "**Lease**"), pursuant to which Lessee leases approximately seven acres of City-owned property located at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati (the "**Lease Area**"), which Lease Area is under the management and control of the City's Public Recreation Commission ("**CRC**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease.

B. The City owns approximately 3.5 acres of undeveloped vacant land formerly used as recreation space, as more particularly depicted on Exhibit A (*Exhibit A-1 of Ground Lease-Site Map-Lease Area Expansion Property*) hereto (the "**Lease Area Expansion Property**"), which Lease Area Expansion Property is under the management of CRC.

C. Lessee desires to amend the Lease to add the Lease Area Expansion Property to the Lease to expand its operation of a horse-riding academy for kids after school and during the summer.

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

E. The City is agreeable to lease to Lessee the Lease Area Expansion Property finding that it is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

F. The City Manager, in consultation with CRC, has determined that the Lease Area Expansion Property is not needed for recreation or other municipal purposes for the duration of the Lease and leasing the Lease Area Expansion Property to Lessee is not adverse to the City's retained interest in the Lease Area Expansion Property.

G. The City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Lease Area Expansion Property is approximately \$3,000 per year; however, the City is agreeable to lease the Lease Area Expansion Property to Lessee for less than the estimated fair market rental value of the Lease Area Expansion Property, namely, for \$0.00 because the City anticipates that it will receive economic and non-economic benefits from the lease of the Lease Area Expansion Property that equal or exceed its fair market rental value because Lessee's operation of a horse riding academy for kids after school and during the summer expands exposure to unique cultural and educational programs, activities, and opportunities in the City through the provision of certain after school and summer horse riding programming available to CRC patrons.

H. The City has determined that eliminating competitive bidding in connection with the City's lease of the Lease Area Expansion Property is in the best interest of the City because the City has determined that Lessee's use of the Lease Area Expansion Property for the Permitted Use is a unique and appropriate use of the Lease Area Expansion Property that will benefit the City.

I. The Public Recreation Commission approved the lease of the Lease Area Expansion Property to Lessee at its meeting on April 18, 2023.

J. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Lease Area Expansion Property at its meeting on August 18, 2023.

K. Cincinnati City Council authorized City's execution of this Amendment by Ordinance No. [\_\_\_]-2023, passed [\_\_\_], 2023.

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

1. **Grant.** The City does hereby lease the Lease Area Expansion Property to Lessee, and Lessee does hereby lease the Lease Area Expansion Property from the City, on the terms and conditions set forth in the Lease, as hereby amended. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Lease Area Expansion Property as of the Effective Date. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Lease Area Expansion Property or the suitability or fitness of the Lease Area Expansion Property for any purpose, and, on the Effective Date (defined below), Lessee shall accept the Lease Area Expansion Property in "as is," "where is" condition with all faults and defects, known or unknown. Lessee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Lease Area Expansion Property.

2. **Exhibit A-1, Exhibit A (Site Map)** to the Lease is hereby amended and supplemented by adding Exhibit A of this Amendment attached hereto as Exhibit A-1 of the Lease. For clarity, this amendment is solely intended to add the attached Exhibit A of this Amendment to the Exhibit A of the Lease and is not intended to delete any portion of Exhibit A as it currently exists in the Lease. All references within the Lease to Exhibit A shall be read to refer to Exhibit A and Exhibit A-1 on and after the Effective Date. Any reference in the Lease to the Property shall be deemed to include all of the real property depicted in Exhibit A and Exhibit A-1, including but not limited to the Lease Area Expansion Property, as applicable.

3. **Ratification.** All terms of the Lease not amended by this Amendment or not inconsistent with this Amendment shall remain in full force and effect, and by this reference are incorporated herein as if fully rewritten herein. The Lease, as amended by this Amendment, is hereby ratified by the parties.

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

5. **Exhibits.** The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Exhibit A-1 of Ground Lease-Site Map– Lease Area Expansion Property*





**EXHIBIT A**  
to  
First Amendment to Ground Lease

*Exhibit A-1 of Ground Lease-Site Map- Lease Area Expansion Property*





*20230720*

**Jan-Michele Lemon Kearney**  
*Vice Mayor*

October 16, 2023

### MOTION

WE MOVE that the Administration prepare a report within the next thirty (30 days) on plans for a new disparity study ("Croson Study") for the City of Cincinnati including the timeline for issuing a new Request for Proposal from vendors through the targeted completion date for the study, as well as the proposed scope of the new disparity study.

*Jan Michele Lemon Kearney*  
Vice Mayor Jan-Michele Lemon Kearney

_____	_____
_____	_____
_____	_____
_____	_____

### STATEMENT