



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, October 20, 2021

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR CRANLEY

Cincinnati Board of Health – 9: 4M/5F; 3W/4AA/2A

1. [202102955](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Dr. Monica Mitchell to the Cincinnati Board of Health for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation CONFIRM

Sponsors: Mayor

Hamilton County Convention Facilities Authority – 3: 2 M/1F; 2W/1AA

2. [202102961](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Pete Witte to the Hamilton County Convention Facilities Authority (CFA) for a term of four years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White).

Recommendation FILE

Sponsors: Mayor

Human Service Advisory Committee (HSAC) – 14: 2M/12F; 5W/9AA

3. [202102967](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Jerome Jackson to the Human Services Advisory Committee (HSAC) for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA).

Recommendation CONFIRM

Sponsors: Mayor

Board of Park Commissioners – 5: 2M/3F; 4W/1AA

4. [202102977](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Susan Castellini to the Board of Park Commissioners for a term of six years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White).

Recommendation CONFIRM

Sponsors: Mayor

Lunken Airport Oversight Advisory Board – 8: 7M/1F; 8W

5. [202102983](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Neil Tilow to the Lunken Airport Oversight Advisory Board for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White).

Recommendation CONFIRM

Sponsors: Mayor

OKI Regional Council – 1: M/W

6. [202102990](#) **REAPPOINTMENT**, submitted by Mayor John Cranley, I hereby reappoint Greg Landsman to the Ohio-Kentucky-Indiana Regional Council of Governments for a term of one year. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White).

Recommendation CONFIRM

Sponsors: Mayor

MR. GOODIN

7. [202103006](#) **MOTION**, submitted by Councilmember Goodin, As we emerge from the pandemic, pedestrian safety has emerged as one of the primary quality of life issues in our City's neighborhoods. Nowhere is the need more acute than in Northside. Recent events have shown that the lack of new pedestrian safety measures is, in the most literal sense, a matter of life and death. Past council efforts to secure additional funding for pedestrian measures in this neighborhood have not been successful. Accordingly, **WE MOVE** that the Administration IMMEDIATELY engage with the Northside Community Council and other community stakeholders to ascertain which intersections merit enhanced pedestrian safety measures consistent with VisionZero goals (including, but not limited to, curb bump-outs, raised crosswalks and road diets); instruct the Department of Transportation & Engineering (DOTE) to prepare a proposed budget for such enhancements; and prepare a list of potential sources of funding for such enhancements (including, but not limited to, any unallocated American Rescue Plan dollars).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Goodin

MS. KEARNEY

8. [202102994](#) **ORDINANCE**, dated 10/14/2021, submitted by Councilmember Kearney, from Andrew Garth, City Solicitor, **DECLARING** that Ward Street at Prentice Street shall hereby receive the honorary, secondary name of Dr. Ralph Godfrey, Sr. Way in memory of Pastor Dr. Ralph Godfrey, Sr. and in recognition of his contributions to the City of Cincinnati as a leader in the Madisonville community.

Recommendation NEIGHBORHOODS COMMITTEE

Sponsors: Kearney

CITY MANAGER

9. [202102833](#) **REPORT**, dated 10/20/2021, submitted by Paula Boggs Muething, City Manager, regarding existing notice resources and practices to community councils and residents. (SEE DOC. #202102833)
Recommendation MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE
Sponsors: City Manager
10. [202102891](#) **REPORT**, dated 10/20/2021, submitted by Paula Boggs Muething, City Manager, regarding illegal dumping abatement activities in the neighborhoods of South Cumminsville, North and South Fairmont. (SEE DOC. #202102029)
Recommendation NEIGHBORHOODS COMMITTEE
Sponsors: City Manager
11. [202102935](#) **REPORT**, dated 10/20/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for KHUSBU ENTERPRISE LLC, DBA QUEEN CITY EXPRESS, 420 Walnut Street, 1st FL, Cincinnati, Ohio 45202. (#4621326, C1, C2, TRANSFER) [Objections: NONE]
Recommendation FILE
Sponsors: City Manager
12. [202102936](#) **REPORT**, dated 10/20/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for ANGIE KATSAOUNIS AND PARTNERS, DBA CORINTHIAN RESTAURANT & LOUNGE, 3253 Jefferson Avenue, Cincinnati, Ohio 45220. (#4510887, D5, D6, TRANSFER) [Objections: YES]
Recommendation FILE
Sponsors: City Manager
13. [202102991](#) **REPORT**, dated 10/20/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for SPEEDWAY LCC, DBA SPEEDWAY 9574, 2857 River Road, Cincinnati, Ohio 45204. (#84189940600, C1, C2, TRANSFER) [Objections: NONE]
Recommendation FILE
Sponsors: City Manager
14. [202102993](#) **REPORT**, dated 10/20/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for SPEEDWAY LLC, DBA SPEEDWAY 9707, 3601 Columbia Park Way, Cincinnati, Ohio 45226. (#84189940660, C1, C2, D6, TRANSFER) [Objections: NONE]
Recommendation FILE
Sponsors: City Manager
15. [202102995](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City

Manager, on 10/20/2021, **AUTHORIZING** the establishment of new capital improvement program project accounts in the Parks Department according to the attached Schedule of Appropriation for the purpose of having necessary funding in place to allow the Cincinnati Board of Park Commissioners to move forward with appropriate contracting in order to stabilize and repair infrastructure at various locations throughout the park system; **AUTHORIZING** the City Manager to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner's Fund into Parks Private Endowments and Donations Fund 430; and **AUTHORIZING** the transfer and appropriation of resources totaling \$825,500 from various Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached transfer schedule.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

16. [202102996](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/20/2021, **AUTHORIZING** the City Manager to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

17. [202102997](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/20/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$25,000 from the Greater Cincinnati Foundation to the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x7400 for the purpose of providing resources to support the City's Urban Agriculture Program; and **AUTHORIZING** the Finance Director to deposit the grant resources into General Fund revenue account no. 050x8571.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

18. [202102998](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/20/2021, **AUTHORIZING** the City Manager to execute a *Lease and Management Agreement* with The Northside Business Association, pursuant to which the City will lease a public parking lot commonly known as the Lingo Street Parking Lot in the Northside neighborhood for up to 20 years.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

19. [202102999](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/20/2021, **AUTHORIZING** the real property located at 4870 Winton Road in the Spring Grove Village neighborhood to be developed and used as a day care center NOTWITHSTANDING the use limitations contained chapter 1403, "Single-Family," and Section 1405, "Residential Multi-Family," of the Cincinnati Municipal Code and any other applicable zoning regulations that would restrict

the property's development and use as a day care center.

Recommendation ECONOMIC GROWTH & ZONING COMMITTEE

Sponsors: City Manager

20. [202103000](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/20/2021, **MODIFYING** Title V, "Traffic Code," of the Cincinnati Municipal Code by **ORDAINING** new Section 507-1-C9, "Charles Street, east from Central Parkway to Elm Street," to convert the portion of Charles Street located between Central Parkway and Elm Street in the Over-the-Rhine neighborhood from a two-way street to an eastbound one-way street.

Recommendation ECONOMIC GROWTH & ZONING COMMITTEE

Sponsors: City Manager

21. [202103001](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/20/2021, **AUTHORIZING** the City Manager to execute a *Property Transfer Agreement* with Cincinnati Zoo Properties, LLC, pursuant to which the City will vacate and convey portions of certain real property designated as public right-of-way known as Louis Avenue, Euclid Avenue, and an unnamed alley; release and terminate portions of public right-of-way easements located at the intersection of Vine Street and Louis Avenue; and grant and convey encroachment easements on, under, over, and across Erkenbrecher Avenue to facilitate the construction of a new surface parking lot and aerial pedestrian bridge for the benefit of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

22. [202103009](#) **REPORT**, dated 10/20/2021, submitted by Paula Boggs Muething, City Manager, regarding Department of Finance Reports for the Month Ended August 31, 2021.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

EDUCATION, INNOVATION & GROWTH COMMITTEE

23. [202102894](#) **MOTION**, submitted by Councilmember Keating, **WE MOVE** that the administration prepare a REPORT on the steps the administration could take to strengthen the institutional safeguards to ensure there are no future errors to ballot language. For example, the imposition of a city deadline to initiative charter amendments, engagement with the petitioners, or communication with the Board of Elections to better understand their review process in their role as the agency that approves and sets ballot language.

Recommendation ADOPT

Sponsors: Keating

BUDGET AND FINANCE COMMITTEE

24. [202102919](#) **MOTION**, submitted by Councilmember Kearney, **WE MOVE** that the Administration REPORT on a viable source of funding by June 2022 for the

\$700,000 needed for the Department of Transportation and Engineering to construct pedestrian safety measures, including but not limited to a crosswalk, on Erie Avenue near the Cincinnati Police Department District 2 Headquarters.

Recommendation ADOPT

Sponsors: Kearney

25. [202102922](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/13/2021, **AUTHORIZING** the City Manager to accept and appropriate a grant in an amount up to \$15,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support to youth sports programs in need; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes."

Recommendation PASS

Sponsors: City Manager

26. [202102925](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/13/2021, **AUTHORIZING** the transfer of the sum of \$395,800 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments; and **AUTHORIZING** the transfer of the sum of \$161,845 from the unappropriated surplus of the Stormwater Management Fund according to the attached Schedule of Transfer for the purpose of providing funds for the ongoing needs of the Department of Public Services.

Recommendation PASS EMERGENCY

Sponsors: City Manager

27. [202102930](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/13/2021, **AUTHORIZING** the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 36) for the purpose of ensuring the timely completion of various road, bridge, and stormwater infrastructure construction projects throughout the City.

Recommendation

PASS

Sponsors: City Manager

28. [202102931](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 10/13/2021, **ESTABLISHING** new capital improvement program project account no. 980x199x221906, "Avondale Synthetic Baseball Field RCF Donation," for the purpose of providing donated resources for the construction of a synthetic baseball field at the Avondale Recreation Area; and **AUTHORIZING** the City Manager to accept and appropriate a cash donation from the Cincinnati Reds Community Fund up to the amount of \$150,000 to the newly established capital improvement

program project account no. 980x199x221906, "Avondale Synthetic Baseball Field RCF Donation."

Recommendation

PASS

Sponsors:

City Manager

29. [202102933](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 10/13/2021, **ACCEPTING** the grant of permanent public utility easements in favor of the City of Cincinnati for the construction, maintenance, and repair of stormwater sewers in and upon certain real property located north of Golden Avenue in the Columbia Tusculum and Hyde Park neighborhoods.

Recommendation PASS EMERGENCY

Sponsors:

City Manager

30. [202102942](#) **MOTION**, submitted by Vice Mayor Smitherman, Councilmember Keating, Goodin, Sundermann, Kearney, Landsman and Mann, **WE MOVE** the City Administration identify funding to provide computer tablets/iPads for all Cincinnati Police personnel to support the Mobile Crisis Team. **WE MOVE** the City Administration attempt to identify grants or private partnerships to pay for the tablets/iPads. **WE FURTHER MOVE** that the administration prepare a REPORT assessing the cost and possible funding sources to purchase and provide iPads for all law enforcement officers for the Mental Health Response Team through the Mobile Crisis Team by University of Cincinnati Health. This report should include the price per iPad to assess the possibility of providing iPads to as many of our officers as possible.

Recommendation ADOPT

Sponsors:

Smitherman, Keating, Goodin, Sundermann, Kearney, Landsman and Mann

31. [202103002](#) **ORDINANCE (EMERGENCY)**, dated 10/15/2021, submitted by Councilmember Mann, from Andrew W. Garth, City Solicitor, **MODIFYING** Chapter 100, "Mayor," of the Cincinnati Municipal Code by enacting new section 100-13, "Code of Conduct," and **MODIFYING** Chapter 101, "Council," of the Cincinnati Municipal Code by enacting new Section 101-45, "Code of Conduct," to require all City elected officials to adopt and abide by codes of conduct as recommended by the Economic Development Reform Panel established by Ordinance 384-2020.

Recommendation

INDEFINITELY POSTPONE

Sponsors:

Mann

32. [202103007](#) **ORDINANCE, (EMERGENCY), (B VERSION)**, dated 10/18/2021, submitted by Councilmember Mann, from Andrew W. Garth, City Solicitor, **MODIFYING** Chapter 100, "Mayor," of the Cincinnati Municipal Code by enacting new Section 100-13, "Code of Conduct, and **MODIFYING** Chapter 101, "Council," of the Cincinnati Municipal Code by enacting new Section 101-45, "Code of Conduct," to require all City elected officials to adopt and abide by codes of

conduct as recommended by the Economic Development Reform Panel established by Ordinance 384-2020.

Recommendation

PASS EMERGENCY

Sponsors:

Mann

ANNOUNCEMENTS

Adjournment



Office of Mayor John Cranley

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

October 2021

REAPPOINTMENT

I hereby reappoint Dr. Monica Mitchell to the Cincinnati Board of Health for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

MONICA JOHNSON MITCHELL, Ph.D.

Professor,

Division of Behavioral Medicine and Clinical Psychology
Cincinnati Children's Hospital Medical Center
University of Cincinnati College of Medicine

Senior Director,

Community Relations, CCHMC
Co-Director, CTSA Community Engagement Core, UC/CCHMC
Co-Director, INNOVATIONS in Community Research



Home:

Phone:

Cell:

Web-site Address: <http://www.cincinnatichildrens.org/research/div/psychology/faculty-labs/mitchell/>

CTSA webpage: <http://cctst.uc.edu/community/faculty-partners>

EDUCATION

- 1999--2001** **POST-DOCTORAL FELLOW, Cincinnati Children's Hospital Medical Center,**
Division of Behavioral Medicine and Clinical Psychology
Mentor: Scott Powers, PhD
- 1997--1998** **PSYCHOLOGY RESIDENT, Cincinnati Children's Hospital Medical Center,**
Pre-doctoral Internship in Pediatric/Child Clinical Psychology
Clinical Director: David T. Smith, PhD
- 1996--1999** **Doctorate in Philosophy, Department of Psychology and Human Development,**
Vanderbilt University, Nashville, TN
Degree awarded with Honors
Major: Clinical Psychology Minor: Family Research & Assessment
Dissertation Topic: Child and Family Adaptation following Pediatric Hospitalization
Major Professor: Howard M. Sandler, Ph.D. Minor Professor: Ellen E. Pinderhughes
- 1992--1995** **Master of Science, Department of Psychology and Human Development,**
Vanderbilt University, Nashville, TN *Degree awarded with Honors*
Thesis Title: The Long-term Effects of Pediatric Intensive Care Hospitalizations of Child
and Family Functioning
Major Professor: William E. MacLean, Ph.D. Minor Professor: Ellen E. Pinderhughes
- 1988--1992** **Bachelor of Arts, Spelman College, Atlanta, GA**
Degree awarded *Summa Cum Laude* with Departmental Honors
Major: Psychology Minor: Sociology
- Licensure Status** Fully licensed in the state of Ohio – License # 5646 (renewed to 9/30/18)

ACADEMIC AND ADMINISTRATIVE APPOINTMENTS

- Sept 2013
--present **PROFESSOR OF PEDIATRICS, Cincinnati Children's Hospital Medical Center, Division of Behavioral Medicine and Clinical Psychology; University of Cincinnati College of Medicine. Engage in research, clinical and teaching activities to support the institution's academic mission.**
- Nov 2012
--present **Senior Director, Community Relations, Marketing and Communications, CCHMC**
Direct community engagement, outreach, benefit and employee giving/volunteerism initiatives within CCHMC and across our community and neighborhood locations. Coordinate community relations with marketing communications, planning, business development/philanthropy, diversity and inclusion, population health, and the institution's other strategic priorities. Provide leadership to key initiatives, including the institution's 11.5M investment in community health, development and workforce, clinical expansion, and community health needs assessment efforts.
- April 2009
--2012 **Co-Director, Strategic Plan for Obesity, Anderson Center for Healthcare Quality; CCHMC**
Co-Direct obesity prevention and intervention activities in schools, after-school programs and other community programs. Integrate community and hospital obesity initiatives to achieve strategic plan goals of reversing the trend of obesity.
- April 2009
--present **Co-Director, Community Engagement Core, Center for Clinical and Translational Science Training (CCTST); Co-Direct Research, Training, and Community Partnership Initiatives for the Community Engagement Core of the CCTST. Integrate the Community Engagement Core activities with Bioinformatics, Research and Education and activities from other Cores.**
- Sept 2013
--present **PROFESSOR OF PEDIATRICS, Cincinnati Children's Hospital Medical Center, Division of Behavioral Medicine and Clinical Psychology; University of Cincinnati College of Medicine. Engage in research, clinical and teaching activities to support the institution's academic mission.**
- Sept 2008
--2013 **ASSOCIATE PROFESSOR OF PEDIATRICS, Cincinnati Children's Hospital Medical Center, Division of Behavioral Medicine and Clinical Psychology; University of Cincinnati College of Medicine. Engage in research, clinical and teaching activities to support the institution's academic mission.**
- Sept 2008
--present **ASSOCIATE PROFESSOR OF PSYCHOLOGY, University of Cincinnati; Full-Joint**
appointment to teach classes graduate and undergraduate level classes including Ethics, Health Psychology, Health Seminar, and Independent Studies. Contribute to the University's faculty diversity and inclusion efforts through the LEAF (NSF funded) grants program.
- Sept 2001
--present **Co-Director, INNOVATIONS in Community Research and Program Evaluation;**
consults on community based and health disparities research projects; Also provides leadership within the Cincinnati Children's with respect to community engagement, community and culturally sensitive research, and academic-community partnerships.
- Sept 2001
--Aug 2008 **ASSISTANT PROFESSOR OF PEDIATRICS, Cincinnati Children's Hospital Medical Center, Division of Behavioral Medicine and Clinical Psychology; University of Cincinnati College of Medicine. Engage in research, clinical and teaching activities to support the institution's academic mission.**
- Jan 1999
--Aug 2001 **POST-DOCTORAL FELLOW, Cincinnati Children's Hospital Medical Center, Division of Psychology.**

- July 1997 **PSYCHOLOGY RESIDENT, Cincinnati Children's Hospital Medical Center,**
 -- June 1998 Pre-doctoral Internship in Pediatric/Child Clinical Psychology
- Aug 1996 **PSYCHOLOGY TRAINEE, Fall Hamilton Elementary School & Vine-Hill**
 --May 1997 **Community Clinic, Nashville, TN. Co-lead group therapy sessions and administered intellectual, achievement, behavioral, and observational assessments for children receiving drug therapy for attention-deficit hyperactivity disorder (ADHD).**
- Aug 1995 **PSYCHOLOGY TRAINEE, Metro Davidson County Schools, Nashville, TN.**
 --May 1996 Provided weekly individual therapy and monthly group counseling to children ages 7-11 classified as emotionally fragile or having behavioral difficulties.
- Sept 1995 **CLINICAL ASSISTANT, Child and Adolescent Psychiatry Clinic, Vanderbilt**
 --Nov 1995 **Medical Center, Nashville, TN. Administered intellectual (WISC-III) and achievement (WIAT) tests to children and adolescents with learning disabilities and mental retardation.**
- Sept 1994 **PSYCHOLOGY TRAINEE, Rutherford Guidance Center, Murfreesboro, TN.**
 --Aug 1995 Provided outpatient child, adult, and family therapy as well as administering child and adult assessments in a community health care setting.
- May 1994 **PSYCHOLOGY TRAINEE, Veteran's Administration Hospital, Nashville, TN.**
 --Aug 1994 Completed intellectual, personality, and neuropsychological assessments for veterans served through inpatient, outpatient, and chemical dependency programs.
- May 1993 **PSYCHOLOGY TRAINEE, Vanderbilt Child Developmental Center, ADHD**
 --Aug 1993 **Summer Camp, Nashville, TN. Worked with children diagnosed with ADHD in individual and group therapy sessions, conducted parent training sessions weekly, and completed intellectual assessments to assess language disabilities in children.**
- Sept 1992 **GROUP CO-LEADER, FAST Track Intervention Program, Vanderbilt**
 --May 1993 **University Nashville, TN. Planned and implemented intervention activities for 7 to 9 year old children classified as "at-risk" for developing social or cognitive problems.**
- June 1991 **GROUP CO-LEADER, Violence Intervention Program, Howard University,**
 --Aug 1991 **Washington, DC. Co-lead a group of children ages 6 to 16 who had experienced a traumatic violent event or who had lost a relative to urban violence. Client concerns included post-traumatic stress, anxiety, depression, and aggression.**

AWARDS AND HONORS

Fulcrum Fellow, Lincoln Institute, Center for Community Investment, 2017-2018
 Society for Pediatric Diversity Award 2016
 Sigma Gamma Rho Leadership Award, 2016
 Senior Faculty Leadership Program 2014-15
 RCIC Project Coach: Mapping School Resource Coordination to Align Needs to Services 2015
 RCIC Project Coach: Helping Families Select the Best Care to Reduce ED Visits 2014
 YWCA Career Woman of Achievement, 2014
 Links Health and Human Service Award, 2014
 CCHMC Leadership Roundtable Program, 2012
 Afterschool Alliance, Afterschool Champion, 2012
 Cincinnati Children Hospital, Career Year Award 2009
 Business Courier 40 Under 40 Leaders Award 2008
 APA Leadership Institute on Women in Psychology – Inaugural Class, 2008
 AAMC Mid-Career Women Faculty Professional Development Seminar Participant, 2008
 AAMC Herbert Nickens Award – 2003-2005

YWCA Rising Star, 2003

Fellow, NIH Summer Training Institute on Randomized Clinical Trials, Arlington, VA, 2002

Emerging Scholar, Emerging Scholars Interdisciplinary Network Conference, U Penn, 2002

Fellow, Family Research Consortium Summer Institute, 2002

Children's Hospital Medical Center MLK Humanitarian Award Nominee, 2000

Next Generation Mentoring Program, 1999

Vanderbilt Trailblazer Award for Graduate Students, 1998

Vanderbilt University Graduate Student Recruitment Day, Luncheon Speaker, September 1997

Vanderbilt Graduate School Dissertation Enhancement Award, 1998

Patricia Roberts Harris Fellow, 1992-1996

Julius Seeman Award for Personal and Professional Achievement, 1995

Spelman College Departmental Honors, 1992

Honor Roll, Dean's List at Spelman College, 1988-1992

Exceptional Student Award given by Rotary Club of Atlanta, 1992

Spelman College Award for Outstanding Community Service, 1991

Who's Who Among Students from American Universities and Colleges, 1991

Golden Key National Honor Society, 1991

Mortarboard National Senior Honor Society, 1991

Psi Chi National Honor Society in Psychology, 1991

Alpha Lambda Delta Honor Society, 1989

MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

American Psychological Association, 1995 – present

Society for Pediatric Psychology, 1998 – present

Ohio Psychological Association 2007-2010

Society for Research in Child Development, 2001 – 2008

American Evaluation Association 2006 – 2008

Society for Research on Adolescence 2006-2009

SERVICE: CCHMC/UC Institutional Leadership and Committees

Joint Appointment, Anderson Center for Health Systems Excellence (formerly Child Policy Research Center)
2007 – present

Critical Care Building Advisory and Planning Committees 2016 - present

University of Cincinnati College of Medicine MD/PhD Admissions Committee 2012-2014

Diversity Coordinator, NSF Advancing Women Leadership in STEM Grant (LEAF) 2013 - 2015

Member, Division of Behavioral Medicine Steering Committee (2008-2010)

Member, CCHMC Faculty Awards Committee, 2009, 2010, 2011, 2012, 2013

Participation in Process Excellence Meetings, 2006 – 2009

Member, IRB Medical Review Committee, UC Department of Psychology, 2010 – 2012

Member, Diversity Committee, University of Cincinnati, Department of Psychology, 2008 – 2014

Coordinator, Sickle Cell Research and Education Day (2002-2016)

Faculty, EMERGE Diversity Summer Program, University of Cincinnati (2009-2012)

Mentor, PriZE Diversity Scholars Program, University of Cincinnati (2008 – 2012)

Co-Facilitator, Divisional Retreat, Division of Behavioral Medicine Steering Committee (2008-2009)

Mentor, McNair Scholars Program, University of Cincinnati (2007 – present)

Mentor, SURF Program, Cincinnati Children's Hospital, (2003-present)

Psychologist, Liver Transplant Team (2001-2004)

Professional Activities

NIH NHLBI Committee - K23/K24/K25 Mentored Patient Oriented Research 2011 – 2016, 2018

NIH NHLBI PRIDE - Programs to Increase Diversity Among Individuals Engaged in Health Research 2014

CDC Sickle Cell Trait Toolkit Committee, 2012
Negotiating What's Next Professional Development Seminar, Baltimore, MD, October, 2012
Chair, Diversity Committee for Divisions 54, Society for Pediatric Psychology, 2007-2009
Reviewer, AAMC Herbert Nickens Award 2007-2009
Division 54 APA Abstract Review Committee, 2007
Regional Child Health Conference Abstract Review Committee, 2007
National Sickle Conference Psychosocial Abstract Review Committee, 2004 - present
NIH Bio-behavioral Study Section Review Committee, 2005
Fellow, Family Research Consortium III – Fifth Annual Summer Institute, June 2003
Fellow, Summer Institute on Longitudinal Methods, Penn State University, May, 2003
Fellow, NIH, Summer Training Institute on Randomized Clinical Trials, Arlington, VA, July, 2002
Fellow, Family Research Consortium Summer Institute III – 4th Annual Summer Institute, June, 2002
Abstract Reviewer for American Psychological Association Conference 2002, Division 54, 2001
Operations Council Member, Assessment Task Force – Strategy 2, United Way *Success by 6* 2002 - 2003
Vanderbilt University Graduate Student Recruitment Day, Luncheon Speaker, September 1997
President, Organization of Black Graduate and Professional Students, Vanderbilt University, 1995-1996.
Project Awareness, Director (grant-funded program to promote cultural awareness at Vanderbilt), 1995-1997

National Service and Distinguished Activities

APA Pediatric Outreach Committee 2014
Vanderbilt University Sickle Cell Center of Excellence - External Advisory Board Chair 2011 - 2014
APA Obesity Presidential Program Committee 2012
CDC Sickle Cell Trait Toolkit Workgroup, 2012
Children's Hospital of Atlanta - AFLAC Center Site Visitor 2012
Consultant, YMCA of the USA Afterschool Advisory Committee, 2012
APA Obesity Presidential Program Committee 2012
APA, Committee for Children, Youth and Families (Appointment 2009 – 2011); Co-Chair 2011
Society of Pediatric Psychology Diversity Committee, 2007 – 2010
APA Division 54 Review Committee 2008, 2009, 2010, 2011
National Child Health Conference Review Committee 2010, 2008, 2006
AAMC Herbert Nickens Award Review Committee (2008 – 2010)
Consultant, Stanford University Community Schools Evaluation Advisory Team (2008 – 2010)
Chair of Diversity, Society for Pediatric Psychology (2008 – 2010)
Invited Keynote Presenter, National Convention of the American Psychological Association, 2007
Herbert W. Nickens, M.D. Fellow, American Association of Medical Colleges (AAMC), 2003-05
Co-Chair, Psychosocial I, National Sickle Cell Conference, Cincinnati, OH 2005
University of Cincinnati 40 Under 40, 2004
Co-Chair, Psychosocial I, National Sickle Cell Conference, Los Angeles, CA, 2003
Site Visitor, *Success By 6*, St. Louis, MI, 2003

Editorial Service/Manuscript Review

Editorial Board – *Clinical Practice and Pediatric Psychology* – 2010 - present
Editorial Board, *Journal of Pediatric Psychology*, 2004 – 2014
Guest Reviewer – *Clinical Trials*
Guest Reviewer, *Journal of Child and Family Studies*, 2011
Guest Reviewer, *Children's Health Care*, 2006, 2007, 2009, 2010
Guest Reviewer, *Journal for the National Medical Association*, 2006
Guest Reviewer, *Journal of Pediatric Psychology*, 2000, 2001, 2002, 2003
Guest Reviewer, *Journal of Hematology and Oncology*, 2009, 2010
Guest Reviewer, *Blood and Cancer*, 2010
Guest Reviewer, *Contemporary Clinical Trials*, 2012

Community Boards and Committees

Urban League of Greater Cincinnati Advisory Council – 2018-present
Resilient Children and Families Advisory 2018 - present
YMCA of Greater Cincinnati, Board Member 2013 - present
Avondale Community Development Corporation, Board Member 2013 – present
Children's Home Advisory Committee 2017 – present
Youth Commission of Cincinnati (YCC); Co-Chair 2012 – 2017
Success by 6, Evaluation and Measurement (2003-2015)
Gabriel's Place, Board Member 2013 - 2017
Greater Cincinnati Foundation, Community Investment Committee, 2004-pres; Co-Chair 2011-12; Chair 2015
Strive, Data Committee Member 2011 – 2016
We Thrive Obesity Leadership Team, 2011 - 2012
Cincinnati Public Schools Cross Boundary Leadership Team (2007 – 2012)
100 Wise Women Leadership Program, 2011
Co-Chair, Greater Cincinnati Foundation, Thriving People (2012)
United Way Outcomes Committee, 2002 – 2008; Bold Goals Subcommittee 2011-2012
Advisory Board, Program for Resilient Young Children (2008 – 2011)
STRIVE Data Committee (2008 – present)
State-wide Early Childhood School Readiness Solutions Committee (2007- 2010)
Ohio Regional School Readiness Committee, 2007-2010
Community Initiative to Reduce Violence (CIRV) Evaluation Committee, 2007 - 2008
Health Disparities Feature in "Around the Town", Chanel 12 News, 2009
Volunteer, "Girls in the Hood" Self-esteem Project, Presenter, 2007, 2008
CIRV Project (Community Initiative to Reduce Violence), Consultant on Evaluation, 2007
Child Policy Research Center – Collaborator on State, Federal and Foundation Grants, 2007
Thriving Children's Vision Council; Bridges to Success, United Way of Greater Cincinnati, 2002-2006
Volunteer, United States Public Health Service, Hospital Representative in New Orleans, 2005
Women in Science mentoring Committee, 2003-2005
Guest, WCIN Radio Show on Promoting Positive Mental Health in Youth, 2004
Beech Acres – For the Love of Kids Program, Presenter, 2003
Martin Luther King Program Committee, Cincinnati Children's Hospital, 1999, 2000, 2001, 2002
Operations Council Member, United Way *Success By 6* Community Initiative, 2002 – present
Mt. St. Joseph's Career Day Panelist for Careers in Health Day, 2001

TEACHING

July 2012
--June 2017 **FACULTY, NIH T-32 ADHERENCE TRAINING FELLOWSHIP GRANT**, Cincinnati Children's Hospital; Serving as a faculty member as part of a 5-year training grant for postdoctoral and medical fellows. My role is to provide didactic training that highlights evidence based practices related to adherence, cultural sensitivity and community engagement in research. (1-2 didactics/year)

July 2011
--June 2016 **FACULTY, NSRA FELLOWSHIP GRANT**, Cincinnati Children's Hospital; Serving as a faculty member as part of a 5-year training grant for medical fellows. My role is to integrate cultural sensitivity and community engagement in fellows' training via quarterly didactics and community observational experiences in community placements/settings. (1-2 didactics/year)

Sept 2008
--present **ASSOCIATE PROFESSOR (Primary Joint with CCHMC)**, University of Cincinnati – Division of Psychology, University of Cincinnati; Teaching (2-3 classes/health seminars/year), Mentoring, Supervising, Special commitment to mentoring underrepresented minority students; primary mentor to three graduate students; Appointment was adjunct status from 2006-2008 (Assistant Professor Level) with no percent effort. Classes teaching or taught at the Graduate or

Undergraduate Lectures include Health Psychology, Ethics, Business of Psychology, Psychologists in Medical or Community Settings, Health Seminar TBD, Senior Thesis/Masters Thesis/Dissertation Credits. Service on Dissertation (5), Thesis (6) and Clinical MQE (3) Committees.

- Sept 2005
--present **DIDACTIC PRESENTER**, Facilitate training in Psychosocial Aspects of Sickle Cell Disease for Medical Residents rotating through the Division of Behavioral Medicine and Clinical Psychology. (2-3 didactics/year)
- Sept 2004
--present **FACULTY MEMBER**, *NIH T32 Fellowship Training Program*, serve as primary and secondary supervisor for the training of fellows on this grant.
- Sept 2001
--present **FACULTY MEMBER**, *O'Grady Residency in Psychology*, serve as a research placement supervisor, advisor/mentor, conduct 2-3 didactics/year and interviewer/application reviewer.
- Sept, 2002
--Jan, 2003 **SEMINAR INSTRUCTOR**, *The McMaster Mealtime Interaction Coding System*. Eight week training course of the McMaster family coding system. Cincinnati Children's Hospital
- Dec, 2002 **PRESENTER**, *Transition Issues in Early Childhood Education*, Guest Speaker at Every Child Succeeds Manager's Training Meeting, Cincinnati Children's Hospital
- Nov, 2002 **PRESENTER**, *Review of the Literature on the Short-term and Long-term Effects of Early Education Programs*. Presentations to Success by 6 Mental Health Task Force. United Way Community Chest Building.
- Oct, 2002 **PRESENTER**, *Non Pharmacological Approaches to Pain Management*, Intermediate Hemoglobinopathy Training Course, Sponsored by the Comprehensive Sickle Cell Center at Cincinnati Children's Hospital
- Oct, 2002 **PRESENTER**, *Integrating Focus Group Assessment Methodology into Pediatric Research*, BANTER Meeting, Division of Psychology, Cincinnati Children's Hospital Medical Center
- Sept, 2002 **PRESENTER**, *Psychosocial Issues in Pediatric Sickle Cell Disease*, O'Grady Training Didactic Seminar, Cincinnati Children's Hospital Medical Center
- Nov, 2001 **PRESENTER**, *Infant and Toddler Development*, For The Love of Kids Conference, Sponsored by Beech Acres, Northern Kentucky Conference Center
- Sept 2001
present **LEAD DIDACTICS**, trainings, workshops with medical and graduate residents, fellows, and undergraduate trainees; serve as a faculty member to the O'Grady Residency in Psychology and the NIH Fellowship Training Program where I have served as a primary or secondary training mentor to three fellows; have served on master's thesis, dissertation and MQE committees at UC since 2006
- Nov, 2000 **PRESENTER**, *Non-Pharmacologic Pain Management in Sickle-Cell Disease*. Paper Presentation at the Regional Sickle Cell Training Seminar, Cincinnati, OH.
- June, 2000 **PRESENTER**, *Family Assessment in Pediatric Psychology Research: Methods and Implications*. Presentation at the Pediatric Psychology Colloquium, Children's Hospital Medical Center, Cincinnati, OH.
- Nov, 1999 **INVITED SPEAKER**, *Managing the Difficult Child: The Infant, Toddler, and Preschooler*. Invited Speaker, Family Practitioners Training Seminar, St. Elizabeth's Hospital, Cincinnati, OH.

- Feb, 1999 **PRESENTER**, *Understanding Pain from a Biobehavioral Perspective*. Guest Speaker at the Pediatric Resident Training Program, Children's Hospital Medical Center, Cincinnati, OH.
- Oct, 1998 **PRESENTER**, *Ethical Dilemmas in Pediatric Psychology Cases*. Guest Lecturer, Pediatric Psychology Course for Graduate Students.
- Aug 1998 **COURSE INSTRUCTOR**, *Statistical Inference*, Psychology Department,
--Dec 1998 Vanderbilt University, Nashville, TN
- Aug 1998 **COURSE INSTRUCTOR**, *Child Psychology*, Social Science Division, Volunteer
--May 1997 State Community College
- Aug 1998 **TEACHING COORDINATOR**, *Statistical Inference*, Department of Psychology
--May 1997 & Human Development, Vanderbilt University
- Aug 1995 **TEACHING ASSISTANT**, *Statistical Inference*, Department of Psychology
--May 1996 & Human Development, Vanderbilt University

PUBLICATIONS IN PEER-REVIEWED JOURNALS

1. Strong, H. Mitchell, M. Goldstein-Leever, A, Shook, L., Malik, P. Crosby, L. Patient Perspectives on Gene Therapy for Sickle Cell Disease. *Advances in Therapy*, Advance Online, July 2017, 1-15.
2. Mitchell, M. & Crosby, L. (2016). Society for Pediatric Diversity Award: Training Underrepresented Minority Students in Psychology. *Clinical Practice in Pediatric Psychology*. Vol 4(4), Dec 2016, 349-357. doi: <http://dx.doi.org/10.1037/cpp0000165>
3. Roberts, K, Park, T, Elder, NC, Regan S, Johnson YN, Theodore, SN, Mitchell, M.J. (2015). Urban Health Project: A Sustainable and Successful Community Internship Program for Medical Students. *Journal of Health Care for the Poor and Underserved*. Nov;26(4):1407-17. doi: 10.1353/hpu.2015.0117.
4. Lynch, J., Hines, J., Theodore, S, & Mitchell, M. (2015). Lay Attitudes toward Trust, Uncertainty and the Return of Pediatric Research Results in Biobanking. *Empirical Bioethics*. doi: 10.1080/23294515.2015.1053008
5. Crosby, L. E., Joffe, N. E., Irwin, M. K., Strong, H., Peugh, J., Shook, L. & Mitchell, M.J. (2015). School Performance and Disease Interference in Adolescents with Sickle Cell Disease. *Physical Disabilities: Education and Related Services*, 34(1), 14-30. <http://dx.doi.org/10.14434/pders.v34i1.13918>
6. Crosby LE, Smith T, Parr WD, Mitchell M. (2013). The Community Engagement and Translational Research Speaker Series: An Innovative Model of Health Education. *J Community Med Health Educ* 3:227. doi: 10.4172/2161-0711.1000227
7. Swaminathan, S. Byrd, S., Humphrey, C., Heinsch, M & Mitchell, M., (2013) Winning Beginnings Learning Circles: Outcomes from a Three-Year School Readiness Pilot. *Early Childhood Education*, 41 (5). DOI 10.1007/s10643-013-0606-5.
8. Valenzuela, J., Vaughn, L., Crosby, L., Strong, H., Kissling, A. & Mitchell, M. (2013). Understanding the Experiences of Youth Living with Sickle Cell Disease: A Photovoice Pilot. *Family and Community Health*, 36(2):97-108. doi: 10.1097/FCH.0b013e318282b2f2.
9. Crosby, L. Smith, T., Parr, W., Mitchell, M.J. (2013). Innovative Program to Train Community Leaders. *Academic Medicine*, *Academic Medicine*, 88(3):335-342. DOI 0b013e318280d8de.
10. Crosby, L.E., Barach, I., McGrady, M.E., Kalinyak, K.A., Eastin, A.E., & Mitchell, M.J. (2012). Integrating interactive web-based technology to assess adherence and clinical outcomes in pediatric sickle cell disease. *Anemia*, 2012. doi:10.1155/2012/492428.

11. Modi, A.C., Crosby, L.E., Hines, J., Drotar, D., & Mitchell, M.J. (2012). Feasibility of web-based technology to assess adherence to clinic appointments in youth with sickle cell disease. *Journal of Pediatric Hematology / Oncology*, 34(3):e93-96. doi: 10.1097/MPH.0b013e318240d531.
12. Daly, B., Kral, M., Brown, R., Elkin, D., Madan-Swain, A., Mitchell, M., Crosby, L., DeMatteo, D., LaRosa, A., & Jackson, S. (2012). Ameliorating Attention Problems in Children with Sickle Cell Disease: Randomized, Double-Blind, Placebo-Controlled Trials of Methylphenidate. *Journal of Developmental and Behavioral Pediatrics*. 33(3), 244-251. doi: 10.1097/DBP.0b013e31824ba1b5
13. Valenzuela, J. Lupe, L. McDowell, T., Cencula, L. & Mitchell, M J., Hazlo Bien! (2012). A Participatory Needs Assessment and Recommendations for Health Promotion in Growing Latino Communities. *American Journal of Health Promotion*. doi: 10.4278/ajhp.101110-QUAL-366.
14. Vaughn, L., Jacquez, F, McLinden,D, Crosby, L, Slater, S, & Mitchell, M. (2011). Understanding the Social Networks of Parents of Children with Sickle Cell Disease. *Journal of Healthcare for the Poor and Underserved*, 22(3), 1014-29. doi: 10.1353/hpu.2011.0087.
15. Hines, J., Mitchell, M. Crosby, L., Johnson, A., Valenzuela, J., Kalinyak, K., and Joiner, C., (2011) Engaging Patients with Sickle Cell Disease and their Families in Disease Education, Research, and Community Awareness. *Journal of Prevention & Intervention in the Community*, 39(3), 256-272. DOI: 10.1080/10852352.2011.576976
16. Valenzuela, J., Jacquez, F., Pendery, R., Niemes, L., Huddleston, D., & Mitchell, M. (2011). The Impact of a Community-Based Activity and Nutrition Program for Children. *Journal of Prevention & Intervention in the Community*, 39 (3), 182-193.
17. Mitchell, M.J., Boyd-Franklin, N.B., Patterson, C. (2011). Increasing Cultural Diversity in Pediatric Psychology Family Assessment Research. *Journal of Pediatric Psychology*, 36(5), 489-493.
18. Carpenter, G., Barach, I., Crosby, L. Valenzuela, J. & Mitchell, M. (2011) Disease Management, Coping, and Functional Disability in Pediatric Sickle Cell Disease. *Journal of the National Medical Association*, 103, 2, 131-137.
19. McGrady, M., Mitchell, M., Theodore, S. Sersion, B. & Holtzapple, E. (2010). Preschool Participation and BMI at Kindergarten Entry: The Case for Early Behavioral Intervention. *Journal of Obesity*.
20. Neal-Barnett, A. M., Stadulis, Payne, M.R., Crosby, L., Mitchell. M.J. Williams, L, & Costa, C.W.,(available on online September 19, 2010). In the company of my sister. *Journal of Affective Disorders* .doi:10.1016/j.jad.2010.08.024
21. Lynch, J. & Mitchell, M. (2010). Community Engagement and the Ethics of Global, Translational Research: A Response to Sofaer and Eyal. *The American Journal of Bioethics*, 10 (8), 37 – 38.
22. Hines, J., Crosby, L., Harris, A. Davis, O. & Mitchell, M. (2010). Youth Engagement in Sickle Cell Disease Community Education. *Health Behavior and Education*. <http://heb.sagepub.com/content/37/4/461.full.pdf>
23. Herzer, H, Godiwala, N, Hommel, K., Driscoll, K., Mitchell, M, Crosby, L, Zeller, M. Modi, A. (2010). Family Functioning in the Context of Pediatric Chronic Conditions. *Journal of Developmental and Behavioral Pediatrics*, 31, 26-31.
24. Roberts, Y. Mitchell, M., Witman, M., Taffarro, C. (2010) Mental Health Symptoms in Youth Affected by Hurricane Katrina. *Professional Psychology Research and Practice*, 41 (1), 10-18.
25. Crosby, L., Modi, A., Lemanek, K, Kalinyak, K., Mitchell, M. (2009). Adherence to clinic visits in adolescents with sickle cell disease. In Press. *Journal of Hematology and Oncology*. Aug;31(8):571-6. PMC Journal - In Process.
26. Mitchell, M.J., Carpenter, G.J.O., Crosby, L.E. Bishop, C., Hines, J & Noll, J. (2009). Growth in Children and Adolescents with Sickle Cell Disease: Risk Factors and Correlates. I was the leading author in the design, implementation and writing of this paper. *Journal of Pediatric Hematology/Oncology*, 26 (4), 237-250.

27. Mitchell, M.J, Piazza-Wagg, C., Modi, A.(2009). Assessing Stability in Family Functioning in Cystic Fibrosis and Normative Samples Using the Mealtime Interaction Coding System. *Journal of Pediatric Psychology*. 34(1), 63-68.
28. Modi, A.C., Guilfoyle, S.M., Crosby, L.E., Lemanek, K.L., Witherspoon, D., & Mitchell, M.J. (2009). Barriers to treatment adherence for pediatric patients with sickle cell disease and their families. *Children's Health Care*, 38, 107-122.
29. Janicke, D., Mitchell, M.J, Quittner, A, Piazza-Waggoner, C., & Stark, L. (2008). The Impact of Behavioral Intervention on Family Interactions at Mealtime in Pediatric Cystic Fibrosis, *Children's Health Care*, 37, 49-66.
30. Mitchell, M.J, Witman, M., Taffarro, C. (2008). *Re-Establishing Mental Health Services in St. Bernard Parish, LA following Hurricane Katrina*. *Professional Psychology: Research and Practice*, 39(1), 66-76.
31. Mitchell, M.J, Lemanek K, Palermo T, Crosby L, Nichols A, & Powers S. (2007). Parent perspectives on pain management, coping and family functioning in pediatric sickle cell disease. *Clinical Pediatrics*, 46(4), 311-319.
32. Powers, S.W., Mitchell, M.J, Patton, S. R., Byars, K.C., Jelalian, E., Mulvihill, M., Hovell, M.F., & Stark, L.J. (2005). Child Behavior and Parent Management Strategies at Mealtimes in Infants and Toddlers with Cystic Fibrosis. *Journal of Cystic Fibrosis*, 4(3):175-82.
33. Janicke, D. Mitchell, M.J., Stark, L.J. (2005). Family Functioning in School-age Children with Cystic Fibrosis: An Observational Assessment of Family Interactions in the Mealtime Environment. *Journal of Pediatric Psychology*, 30, 179-186.
34. Mitchell, M.J., Kawchak, D., Stark, L., Zemel, B.S., Ohene-Frempong, K., & Stallings, V.A. (2004). Parent Perspectives of Nutritional Status and Behavioral Eating Problems in Children with Sickle Cell Disease. *Journal of Pediatric Psychology*, 29, 315-320.
35. Mitchell, M.J., Powers, S.W., Byars, K.C., Dickstein, S. & Stark, L.J. (2004) Family functioning in young children with cystic fibrosis: Observations of interactions at mealtime. *Journal of Developmental and Behavioral Pediatrics*. 25(5), 335-346.
36. Patton, S.R., Dolan, L.M., Mitchell, M.J., Byars, K.C., Standiford, D., Powers, S.W. (2004). Mealtime interactions in families of preschoolers with Type 1 diabetes. *Pediatric Diabetes*, 5, 190-198.
37. Powers, S.W., Byars, K.B., Mitchell, M.J., Patton, S.R., Schindler, T., & Zeller, M.H. (2003) A randomized pilot study of behavioral treatment to increase calorie intake in toddlers with cystic fibrosis. *Children's Health Care*, 32, 297-311.
38. Powers, S.W., Mitchell, M.J., Graumlich, S.E., Byars, K.C. & Kalinyak, K.A. (2002). Longitudinal assessment of pain, coping, and daily functioning in children with sickle cell disease receiving pain management skills training. *Journal of Clinical Psychology in Medical Settings*, 9(2), 109-119.
39. Powers, S.W., Patton, S. Ph.D., Byars, K.C., Mitchell, M.J., Jelalian, E., Mulvihill, M.E., Hovell, M., and Stark, L.J. (2002). Caloric intake and eating behavior in infants and toddlers with cystic fibrosis. *Pediatrics*, 109, E75. Retrieved from <http://www.pediatrics.org>.
40. Powers, S.W., Byars, K.C., Mitchell, M.J., Standiford, D., & Dolan, L. (2002). Mealtime behavior, parental stress, and nutritional health in young children with type 1a diabetes. *Diabetes Care*, 25(2): 313-318.
41. Spieth, L.E., Stark, L.J., Mitchell, M.J., Schiller, M., Cohen, L.L., Mulvihill, M., & Hovell, M. (2001). Observational assessment of family functioning at mealtime in preschool children with cystic fibrosis. *Journal of Pediatric Psychology*. 26(4): 215-224.
42. Graumlich, S.E., Powers, S.W., Byars, K.C., Swtharber, L.A., Mitchell, M.J., & Kalinyak, K.A. (2001). Multidimensional assessment of pain in pediatric sickle cell disease. *Journal of Pediatric Psychology*. 26(4): 203-214.

43. Powers, S.W., Mitchell, M.J., Myers, K.B., Benti, A.L., LeCates, S.L., Hervey, A.D. (2001). A pilot study of one-session biofeedback training in pediatric headache. *Neurology*. 56: 133.

OTHER PUBLICATIONS

Patino-Fernandez, A., Pulgaron, E., Mitchell, M., Diversity Spotlight: Cultural Sensitivity in Clinical Practice and Training, SPP Newsletter, Spring, 2014.

SPP Diversity Feature. Patient-provider interventions to improve outcomes in pediatric sickle cell patients transitioning to adult care, Fall 2012

Beale, B., Cushing, C., Lescano, C. & Mitchell, M. Diversity Highlights at APA. SPP Progress Notes. Fall, 2011

Mitchell, M.J. Psychology's Role in Advancing Pediatric and Child Health. Editor to the APA Newsletter for the Office of Children Youth and Families (CYF). Summer, 2010.

Lescano, C. Mitchell, M.J. & Gray, W. Society for Pediatric Psychology Diversity Committee—Updates and Next Steps. Fall, 2010.

Crosby, L., Hines, J. & Mitchell, M. 8th Annual Research Day Features Pain Management and Youth Empowerment Activities. CenterTalk. Winter, 2009.

Valenzuela, J., Crosby, L., & Mitchell, M. PhotoVoice Project and Photo Exhibit Gives Voice to Youth with Sickle Cell Diseases. Winter, 2009.

Mitchell, M. & Sato, A. Diversity in Pediatric Psychology: Keynote Address and Diversity Poster Awards. Summer, 2009.

Crosby, L., Hines, J. & Mitchell, M. 7th Annual SCD Research and Education Day Teaches Parents and Youth Ways to Manage Stress. *Centertalk*. Winter, 2009.

Mitchell, M. SPP Launches Diversity Committee. SPP Progress Notes. Summer, 2008.

Mitchell, M., Crosby, L. Hines, J. The Sixth Annual Sickle Cell Disease Research and Education Day. *CenterTalk*, 2007.

Falvo, N., Mitchell, M.J. Powers, S.W. Pain Management in Sickle Cell Disease (2006). *Issues of Pain Management in Sickle Cell Disease. Pediatric Hematology/ Oncology: A Biopsychosocial Approach*. Edited by Ron T. Brown. New York: Oxford University Press.

Breland-Noble, A.M., Mitchell, M.J., Nicholas, G., Taylor, E.D. (2005). Mental Health Services Research with Black Populations: Recruitment, Retention, and Data Interpretation. *Proceedings*, 18, 1-10.

Feature Article. **Monica J. Mitchell** named Herbert W. Nickens, MD, Minority Faculty Fellowship Award recipient. *Journal of Investigative Medicine*. 2003 Nov;51(6):328.

Mitchell, M.J. (Spring 2001). Parenting children with sickle cell disease. Center Talk: Regional sickle cell newsletter distributed by the Comprehensive Sickle Cell Center, Cincinnati, OH.

Mitchell, M.J. & Rosenthal, S. (1998). Book Review. Health Issues for Minority Adolescents. Edited by Marjorie Kawaga-Singer, Phyllis Katz, Dalmas Taylor, and Judith Vanderryn. Lincoln: University of Nebraska Press, 1996, 273 pp. *Journal of Pediatric Psychology*.

PUBLISHED ABSTRACTS AND PRESENTATIONS

Mitchell, M. Recruitment, retention, and training of ethnic minority students. Panel Discussant at the Society for Pediatric Psychology Annual Conference. Atlanta, GA. April, 2016.

- Strong, H, Mitchell, M., McCullough, M., Jackson, C., & Dailey, M.** Parental perception of obesity and health behaviors in urban preschool age children. Poster presented at the Society of Pediatric Psychology Annual Conference, Atlanta, Georgia. April, 2016.
- Van Oss, J., Mitchell, M., 5-2-1-0: A Multi-faceted Approach to School-based Childhood Obesity Prevention (2014).** Sports, Cardiovascular and Wellness Nutrition (SCAN) Conference. July, 2014.
- Crosby, L. E., Mitchell, M. J., Strong, H., Shook, L., Hines, J., Nordheim, T., McCuistian, C.L., & Malik, P.(2013).** Patient Perceptions of Treatments in SCD: Implications for Gene Transfer Therapy. *Blood*, 122(21), 5555.
- Hines, J., Strong, H., Adams, T., Simmons, K., & Mitchell, M. (2013, April).** *An innovative obesity prevention program: Developmentally and culturally appropriate strategies to engage school aged children.* Presenter: Janelle Hines. Oral presentation at the National Conference in Pediatric Psychology, New Orleans, Louisiana.
- Crosby, L., Malik, P., Shook, L., Hines, J., Strong, H., Nordheim, T., McCuistian, C., Mitchell, M. (2013, April).** *Patient perceptions of treatment options for sickle cell disease: Transplant hydroxyurea and gene therapy.* Poster presented at the 6th Annual Sickle Cell Disease Research and Educational Symposium & Annual National Sickle Cell Disease Scientific Meeting, Miami, Florida.
- Mitchell, M. (Chair).** Addressing Obesity in the Nation's Children – APA Symposium as part of the Presidential Program on Obesity. Convention of the American Psychological Association, Orlando, FL, Aug 2, 2012.
- Mitchell, M. (Chair).** Evaluation of the Psychological Patient Requesting Bariatric Surgery. APA Symposium as part of the Presidential Program on Obesity. Convention of the American Psychological Association, Orlando, FL, Aug 2, 2012.
- Mitchell, M.** Innovative Strategies to Improve Healthy Behaviors and Obesity in Urban School Children. APA Symposium as part of the Presidential Program on Obesity. Convention of the American Psychological Association, Orlando, FL, Aug 2, 2012.
- Mitchell, M. (Moderator).** CCTST Conference. *Community engagement of the Fernald Site.* Johnny Reising, DOE (speaker); Panel of Tom Schneider (Ohio EPA); Lisa Crawford (FRESH president), Eula Bingham, PhD (UC Professor), and Bob Tabor (Fernald worker). MSB 1465. September 9, 2011.
- Mitchell, M. (Moderator).** Presidential Symposia featuring MaryLee Allen, Director, Child Welfare & Mental Health, Children's Defense Fund. Ending Child Poverty and the Cradle to Prison Pipeline Crisis. APA Convention. August, 2011.
- Valenzuela, JM, Crosby, LE, Kissela, B, Parr, W, Bruck, DK, & Mitchell, MJ.** The Community Leaders Institute: Building Capacity through Training and Technical Assistance. Poster presented at Advancing the Science of Community Engaged Research Community Engagement Key Function Meeting, Bethesda. May, 2010
- Barach, I, Hines, J, Crosby, L, Eastin, A, Clark, C, Mitchell, M.** Engaging Youth in Disease Education and Empowerment Activities. National Conference for the Sickle Cell Disease Association of America, Washington, DC. September, 2010.
- Vaughn, L., Jacquez, F, McLinden, D, Crosby, L, Slater, S, & Mitchell, M.** Understanding the Social Networks of Parents of Children with Sickle Cell Disease. Presented at the 4th Annual Sickle Cell Disease Research and Educational Symposium & Grant Writing Institute (GWI) and Annual National Sickle Cell Disease Scientific Meeting, Hollywood, Florida. February, 2010.
- Slater, S, Crosby, L, & Mitchell, M** Illness Severity and Self Concept in Children with Sickle Cell Disease. Presented at the 4th Annual Sickle Cell Disease Research and Educational Symposium & Grant Writing Institute (GWI) and Annual National Sickle Cell Disease Scientific Meeting, Hollywood, Florida. February, 2010.
- Carpenter, G.O., Crosby, L., Barach, I., Hines, J. & Mitchell, M.** Disease Management Responsibilities and Coping Strategies in Pediatric Sickle Cell Disease. Presented at the 4th Annual Sickle Cell Disease Research and Educational Symposium & Grant Writing Institute and Annual National Sickle Cell Disease Scientific Meeting, Hollywood, Florida. February, 2010.
- Valenzuela, J., Crosby, L., Vaughn, L., Robinson, V., Ross, M. & Mitchell, M.** Empowering Youth with Sickle Cell Disease:

A Photovoice Pilot. Presented at the Annual Sickle Cell Disease Research and Educational Symposium & Grant Writing Institute (GWI) and Annual National Sickle Cell Disease Scientific Meeting, Hollywood, Florida. February, 2010

Hines, J., Crosby, L., Harris, A., Massah, F., Burlew, K., Mitchell M. Youth Engagement in SCD Community Education. 37th Annual SCDA National Conference. Orlando, FL, October, 2009.

Crosby, L. Hines, J., Peek, L., Kalinyak, K., Modi, A., Seid, M. & Mitchell, M. *Barriers to Care, Health-Related Quality of Life and Healthcare Satisfaction in Pediatric Sickle Cell Disease*. Abstract published in the Journal of Hematology. October, 2009.

Crosby, L., Hines, J, Ross, M, Modi, M, Avant, J, Kalinyak, K& Mitchell, M. Patient Perceptions of Barriers and Strategies for Adherence to Hydroxyurea. 37th Annual SCDA National Conference. Orlando, FL, October, 2009.

Valenzuela JM, Theodore S, Mitchell MJ. Research and Improvement Methods & Tools in Pediatric Obesity: Community Based Participatory Research Methods. Workshop created as part of larger session at the Pediatric Academic Societies (PAS) Meeting, Baltimore. May, 2009

Slater, S.K., Mitchell, M., Crosby, L., Fennell, E. The relationship between subjective illness severity and self-concept in children with sickle cell disease. Poster presented at the Midwest Conference on Pediatric Psychology, Kansas City, MO. April, 2009.

Herzer, M., Godiwala, N., Hommel, K., Driscoll, K., Mitchell, M., Crosby, L., Piazza-Waggoner, C., Zeller, M., Modi, A. Family Functioning in Children with Chronic Illnesses and Healthy Controls. Poster presented at the Midwest Conference on Pediatric Psychology, Kansas City, Mo. April, 2009

Hines, J., Crosby, L., Kalinyak, K., Joiner, C., Massah, F. Mitchell, M. A New Model for Engaging Families in Clinical Research. Midwest Regional Conference, April, 2009.

McGrady, M. Mitchell, M. Theodore, S. Preschool Participation and BMI at Kindergarten Entry: The Case for Early Behavioral Intervention. Midwest Regional Conference, April 2009.

Johnson, A., Mitchell, M., Valenzuela, J. Gilyard, K. Allen, J. Trends, Challenges & Opportunities in Conducting Culturally-Sensitive Evaluations of Child Mental Health Programs. Published Abstract and Oral Presentation. Child Mental Health Conference. Tampa, FL, March, 2009.

McIntosh, D. Mitchell, M, Geiler, J. Results from a Youth Mental Health Needs Assessment: Now What? Poster Presentation. Child Mental Health Conference. Tampa, FL, March, 2009.

Crosby, L., Hines, J., Peek, L., Kalinyak, K., Seid, M., Mitchell, M. Barriers to Care, Health-Related Quality of Life and Healthcare Satisfaction in Pediatric Sickle Cell Disease. Oral Presentation for the Annual National Sickle Cell Disease Scientific Meeting, Hollywood, FL. February, 2009.

Crosby, L., Leace, L., Coleman, P., Mitchell, M., Shook, L., Kalinyak, K. & Webb, T. *Transition Modules for Adolescents and Young Adults with Sickle Cell Disease*. Paper presented at the Opportunities for New Partnerships: 3rd Annual Sickle Cell Disease Research and Educational Symposium & Grant Writing Institute (GWI) and Annual National Sickle Cell Disease Scientific Meeting, Hollywood, Florida. February, 2009.

Holloway, M., Theodore, S., Valenzuela, J., Tillery, D. Mahaffey-Harris, R. Luse, M. Mitchell, M. Barriers to Healthcare and Healthy Living in High-Risk Communities: Understanding the Complexities of Socioeconomic Status and Health Status. NIH Health Disparities Conference, Bethesda, MD, December, 2008.

Cash, S., Valenzuela, J., Holloway, M. McGrady, M., Mahaffey-Harris, R., Tillery, D. Mitchell, M. Relationships Between Health Status, Access to Care, and Utilization. NIH Health Disparities Conference, Bethesda, MD, December, 2008.

Mitchell, M., Crosby, L. Modi, A., Carpenter, G. Hines, J. Web-Based Technology to Assess and Promote Adherence in Children and Adolescents with Sickle Cell Disease. Paper presented at the 30th Annual Meeting of the National Sickle Cell Disease Program, Washington, DC., September, 2007.

Mitchell, M.J. Planting Seeds: Addressing Health Disparities through Service Learning and Mentorship. Invited Platform Presentation at the 115th Annual Convention of the American Psychological Association, San Francisco, CA, August,

2007.

Mitchell, M.J., Crosby, L.C., Carpenter, G.J.O., Hines, J. Strategies for Successful Recruitment and Retention in Clinical Studies. Workshop Symposia (APA approved for Ethics Credits). Regional Child Health Conference. Cincinnati, OH, April, 2007.

Eber, P., Mitchell, M.J., Davis, O. Coordination and Collaboration of School-Based Services: The Hamilton County Children First Program. Paper presentation at the 13th Annual Child Mental Health Conference, Tampa, FL, March, 2007.

Nichols, A., Mitchell, M., Crosby, C., Gilyard, K., Avant, A. Integrating Web-Based Data Management Tools to Assess the Impact of School-Based Programs. Paper presentation at the 13th Annual Child Mental Health Conference, Tampa, FL, March, 2007.

Carpenter, G.J.O., Mitchell, M.J., Crosby, L.E., Noll, J., & Coaston, S. Addressing Disparities in Sickle Cell Disease: An Examination of Growth Trajectories. Presentation at the NIH Conference on Understanding and Reducing Health Disparities: Contributions from the Behavioral and Social Sciences, October 2006.

Mitchell, M., Witman, M., Taffarro, C. Re-Establishing Mental Health Services in St. Bernard Parish, LA following Hurricane Katrina. Paper presented at the 114th Annual Convention of the American Psychological Association, New Orleans, LA, August, 2006.

Mitchell, M. Crosby, L., Nichols, A. & Hines, J. Innovative Recruitment Methods for Families of Children with Sickle Cell Disease. Paper presented at the 114th Annual Convention of the American Psychological Association, New Orleans, LA., August, 2006.

Kruty, M., Modi, A., Mitchell, M., Crosby, L., Lemanek, K., & Palermo, T. Social, Emotional, and Health Functioning in Children with Sickle Cell Disease. Poster presented at the Family Research Consortium Summer Research Institute, New Orleans, Louisiana., June, 2006

Carpenter, G.J.O., Mitchell, M.J., Crosby, L.E., Buchanan, N., & Theodore, S. Retrospective Study of Growth In Children And Adolescents With Sickle Cell Disease: Risk Factors And Correlates. Poster presented at the 29th Annual Meeting of the National Sickle Cell Disease Program, Memphis, TN., April 2006

Bishop, C., Mitchell, M.J., Carpenter, G.J.O., & Crosby, L.E. Coping Strategies and the Use of Complimentary and Alternative Medicine Approaches in Pediatric Sickle Cell Disease. Paper presented at the 29th Annual Meeting of the National Sickle Cell Disease Program, Memphis, TN, April, 2006.

Mitchell, M., Holtzapple, E., Byrd, S., Byrd, S. Using Comprehensive Databases to Evaluate Children's Social-Emotional Health and Program Effectiveness. Paper presentation at the 12th Annual Child Mental Health Conference, Tampa, FL, March, 2006.

Mitchell, M., Crosby, L., Lemanek, K., Kalinyak, K. & Joiner, C. Engaging Families in Clinical Sickle Cell Research: Overcoming Barriers and Mistrust. Paper presented at the 29th Annual Meeting of the National Sickle Cell Disease Program, Memphis, TN, March 2006.

Carpenter, G.J.O., & Mitchell, M.J. Early Care Opportunities & Brain Development. Paper presented at the Early Care and Education Campaign for Ohio, Cincinnati, OH, November, 2005.

Modi, A.C., Mitchell, M.J., Crosby, L.E., Davis, O, Pham, O., Jordan, R., & Lemanek, L. Parent-Reported Barriers to Adherence for Children with Sickle Cell Disease. Paper presented at the 28th Annual Meeting of the National Sickle Cell Disease Program. Cincinnati, OH, April, 2005.

Mitchell, M.J., McLaurin, T.L., Piazza-Wagonner, C., Crosby, L., Hines, J., & Pham, M. Depression, Pain Intensity, and Hospitalization in Children with Sickle Cell Disease. Paper presented at the 28th Annual Meeting of the National Sickle Cell Disease Program. Cincinnati, OH, April, 2005.

Mitchell, M.J., Carpenter, G.J., Modi, A., Bloom, J., Crosby, L.E. Nutritional Knowledge, Growth and Health in Children with Sickle Cell Disease. Paper presented at the 28th Annual Meeting of the National Sickle Cell Disease Program. Cincinnati, OH, April, 2005.

Mitchell, M.J., Spang, S., Coaston, S., Bloom, J. & Crosby, L.E. Comparing Two Dietary Assessment Methods on

Reported Nutrient Intake, Accuracy, and Ease. Paper presented at the Great Lakes Regional Child Health Conference, Columbus, OH, April, 2005.

Crosby, L. & Mitchell, M. Going Shopping: Developing A Program Evaluation Plan That Benefits Participants, Programs, Agencies & Funders. Paper presented at the 28th Annual Conference, "Unlock the Power", Cinergy Convention Center, Cincinnati, Ohio, April, 2005.

Mitchell, M.J., Crosby, L.C., Bloom, J., Hines, J., and Powers, S.W. Innovative Assessment Methods for Pediatric Psychology Research and Practice. Paper presentation at the Convention of the American Psychological Association, Honolulu, HI, July, 2004.

Crosby, L.E., Mitchell, M.J., Mills, L., Burklow, K., Waller, C. & Stark, L.J. Maximizing Community Mental Health Resources and Resiliency through Academic-Community Partnerships. Poster presentation at the Convention of the American Psychological Association, Honolulu, HI, July, 2004.

Lemanek, K., Mitchell, M.J., Palermo, T., Crosby, L. & Powers, S. Coping, Functioning, and Pain in Children with Sickle Cell Disease. Poster presentation at the American Pain Society Meetings, VC British Columbia, CA, May, 2004.

Mitchell, M.J., Lemanek, K., Palermo, T., Crosby, L., Bloom, J., Hines, J., Joiner, C., Powers, S. Living with Sickle Cell Disease: Coping and Resiliency in Patients, Parents and Siblings. Plenary Presentation at the National Sickle Cell Conference, Los Angeles, CA, April, 2004.

Mitchell, M.J., Lemanek, K., Palermo, T. Powers, S.W., Crosby, L.E., and Nichols, A. Pain in Children with Sickle Cell Disease: Integrating Parent, Family, and Cultural Perspectives in Care. Poster presentation at the Child Health Conference, Charleston, SC, April, 2004.

Modi, A.C., Mitchell, M.J., Crosby, L.E., Lemanek, K. Palermo, T. Risk and Resiliency in Siblings of Children with Sickle Cell Disease: Integrating Questionnaire and Focus Group Reports. Poster presentation at the Child Health Conference, Charleston, SC, April, 2004.

Janicke, D., Mitchell, M.J., Stark, L.E. Family Functioning at Mealtime in School-age Children with CF: Observational Assessment via the McMaster Mealtime Family Interaction Coding System (MICS). Poster presentation at the Child Health Conference, Charleston, SC, April, 2004.

Mitchell, M.J., Crosby, L.E., Hines, J., Bloom, J.H. Recruiting and Retaining African-American Children and Families in Clinical Research Studies. Paper presentation at the 9th Annual Child Mental Health Conference, Tampa, FL, March, 2004.

Hoppert, R., Mitchell, M., Sherman, R., Bradshaw, D. Enhancing the Head Start Curriculum to Improve Literacy and Social-Emotional Development in At Risk Children. Paper presentation at the National Family Literacy Conference, Orlando, FL, March, 2004.

Mitchell, M.J., Powers, S.W., Janicke, D., Dickstein, S., & Stark, L.J. Family Functioning, Mealtime Behaviors, and Parenting Stress in Cystic Fibrosis. Paper Presentation at the Convention of the American Psychological Association, Toronto, Canada in August, 2003.

Mitchell, M.J., Crosby, L., Mills, L. Burklow, K., Nichols, A., and Stark, L. *INNOVATIONS*: Improving Mental Disparities through Academic-Community Partnerships. Poster Presentation at the Convention of the American Psychological Association, Toronto, Canada in August, 2003.

Mitchell, M.J., Crosby, L., and Mills, L. Improving Clinic Services for African-American Adolescents: Sickle Cell as an Example. Paper Presentation at the Convention of the American Psychological Association, Toronto, Canada in August, 2003.

Burklow, K., Crosby, L., Mills, L., Mitchell, M.J, Waller, C., Stark, L. *INNOVATIONS*: Reducing Health, Social, and Educational Disparities through Academic – Community Partnerships. Poster presentation at the Fifth Annual Family Research Consortium III, June, 2003.

Mitchell, M.J., Crosby, L., Mills, L. Burklow, K., Nichols, A., and Stark, L. *INNOVATIONS*: Improving Health, Educational, and Social Disparities through Hospital- Community Partnerships. Paper presented at the Emerging Scholars Interdisciplinary Network, University of Pennsylvania, Philadelphia, PA. September, 2002.

- Mitchell, M.J., Powers, S.W., Dickstein, S., Byars, K.B., & Stark, L.J. (2002, April).** Observational Assessment of Family Functioning at Mealtimes: Cystic Fibrosis as an Exemplar. Paper presented at the Great Lakes Regional Pediatric Psychology Conference, Milwaukee, WI.
- Mitchell, M.J. (2001, August).** Mentoring women of color scholars in psychology using the Next Generation Model: Initial outcomes. Paper presented at the Convention of the American Psychological Association. San Francisco, CA.
- Powers, S.W. & Mitchell, M.J. (2001, August).** Improving dietary adherence and health status in children with cystic fibrosis. Paper presented at the Convention of the American Psychological Association. San Francisco, CA.
- Mitchell, M.J., Stark, L.J., Kawchak, D., Zemel, B.S., Ohene-Frempong, K., & Stallings, V.A. (2001, April).** Parent Perspectives of Nutritional Status in Children with Sickle Cell Disease. Platform presentation given at the National Sickle Cell Meeting, New York, NY.
- Powers, S.W., Mitchell, M.J., Graumlich, S.E., Byars, K.C., McAfee, C.C., & Kalinyak, K.A. (2001, April).** Longitudinal assessment of pain, coping, and daily functioning in children with sickle cell disease receiving intensive, family-based pain management skills training. Platform presentation given at the National Sickle Cell Meeting, New York, NY.
- Mitchell, M.J., Stark, L.J., Ryckman, F.C., Alonso, M.A. & Bucuvalas J.C. (2001, April).** Family assessment and functioning in pediatric liver patients. Paper presented at the 8th Florida Conference on Child Health Psychology, Gainesville, FL.
- Patton, S.R., Powers, S.W., Byars, K.C., Mitchell, M.J., Schwarber, L., Deeks, C., McAfee, C., Maynard, M., Standiford, D., & Dolan, L..** Mealtime behaviors, parenting stress, and dietary intake in a sample of preschool-age children with type 1 diabetes (Type1DM). Paper presented at the 8th Florida Conference on Child Health Psychology, Gainesville, FL. (2001, April) (2001, April).
- Maynard, M.K., Powers, S.W., Vockell, A.B., LeCates, S.L., Mitchell, M.J., Byars, K.C., Patton, S.R., McAfee, C.C., Davis, J., & Hershey, A.D. (2001, April).** Effectiveness of headache treatment 1-year or 2-years after initial visit to a multi-disciplinary pediatric headache center. Paper presented at the 8th Florida Conference on Child Health Psychology, Gainesville, FL.
- McAfee, C.C., Powers, S.W., Vockell, A.B., LeCates, S.L., Mitchell, M.J., Byars, K.C., Patton, S.R., Maynard, M.K., Davis, J., & Hershey, A.D.** Functional outcomes and health-related quality of life (HRQL) in children with headache. Paper presented at the 8th Florida Conference on Child Health Psychology, Gainesville, FL. (2001, April).
- Spieth, L.E., Stark, L.J., Mitchell, M.J., Schiller, M., Cohen, L.L., Mulvihill, M., & Hovell, M.** Impact of dietary treatment on children with CF and their Families. Paper presented at the Convention of the American Psychological Association. Washington, DC. (2000, August).
- Mitchell, M.J.** Family Assessment in Pediatric Psychology Research: Methods and Implications. Presentation at the Pediatric Psychology Colloquium, Children's Hospital Medical Center, Cincinnati, OH. (2000, June).
- Mitchell, M.J.** Managing the Difficult Child: The Infant, Toddler, and Preschooler. Invited Speaker, Family Practitioners Training Seminar, St. Elizabeth's Hospital, Cincinnati, OH, November, 1999.
- Mitchell, M.J.** Non-Pharmacologic Pain Management in Sickle-Cell Disease. Paper Presentation at the Regional Sickle Cell Training Seminar, Cincinnati, OH. November, 1999.
- Powers, S.W., Schindler, T., Schwarber, L., Deeks, C.M., Byars, K.C., Arthur, S., Piazza, C., & Mitchell, M.J. (1999, October).** Behavioral Treatment to Improve Nutrition in Toddlers with Cystic Fibrosis. Paper presented at the 1999 North American Cystic Fibrosis Conference, Seattle, WA.
- Powers, S.W., Schindler, T., Schwarber, L., Deeks, C., Byars, K.C., Zeller, M., Arthur, S., Piazza, C., & Mitchell, M.J.** Increasing Calorie Intake in Toddlers with Cystic Fibrosis. Paper presented at the Seventh Florida Conference on Child Health Psychology, Gainesville, FL. April, 1999.
- Powers, S.W., Byars, K.C., Schwarber, L., Piazza, C., Deeks, C., Mitchell, M.J., Standiford, D., & Dolan, L.** April, 1999. Mealtime Behaviors and Nutritional Intake in Children with Type 1a Diabetes. Paper presented at the Seventh Florida

Mitchell, M.J. Understanding Pain from a Biobehavioral Perspective. Guest Speaker at the Pediatric Resident Training Program, Children's Hospital Medical Center, Cincinnati, OH. February, 1999.

Mitchell, M.J. Ethical Dilemmas in Pediatric Psychology Cases. Guest Lecturer, Pediatric Psychology Course for Graduate Students, October 1998.

Invited Presentations

Mitchell, M. Cincinnati Children's Hospital: Improving Child Health Through Community Partnership and Investment. Hospitals and Housing Investment Forum hosted by the Boston Foundation. December 7, 2017.

Mitchell, M. Integrating Family and Community Engagement in Behavioral Research: Examples from Sickle Cell and Obesity Research: Examples from Sickle Cell and Obesity Research. Boston Children's Hospital; Boston, Mass.; March 7, 2012.

Mitchell, M. Workforce and Resource Issues in Organizations Conducting Research involving Vulnerable Participants. AAHRPP (Association for the Accreditation of Human Research Protection Programs) Conference. Denver, CO; April 18, 2012.

List not complete

GRANTS

Active Research Support

NIH Clinical Translational Science Award (CTSA)

PI: Heubi and Kissela

8/1/15 – 3/31/19

Role: Community Engagement Core, Co-Director
Administration and Community Research

Direct Costs: \$2,674,266/year (Indirects \$513,333/year)

NIH DP3 "Developing and Pilot Testing Community and Family-Based Strategies to improve Type 1 Diabetes Management in African American and Latino School-Aged Children"

PI: Ashley Butler, PhD, Texas Children's Hospital

6/1/17 – 5/31/20

Role: Consultant

HRSA GROW TBI Grant

PI: Shari Wade

Role: Collaborator

9/1/17 – 8/30/19

BUILD Grant: Avondale Children Thrive

Recipients: The Community Builders, CCHMC, Health Department

9/1/17- 8/30/19 Role: Site PI

See INNOVATIONS Contracts and Grants Summary Below

Pending Research Support

GROW: Gaining Real-life skills Over the Web

PI: Shari Wade, PhD
Role: Consultant, Community Engagement

Completed Research Support

Place Outcomes Award
No Grant Number
PI: Copeland (PI)
7/01/15- 12/31/16
Role: Consultant, Community Engagement

5UL1RR026314-02 (PI: Tsevat and Heubi)
4/1/09 – 6/30/15
NIH Clinical Translational Science Award (PI: Tsevat and Heubi)
Role: Community Engagement Core, Co-Director

NSF Grant # pending PI: Santa Ono
10/01/2012 – 6/1/15
Leadership, Empowerment, and Advancement for STEM Women Faculty (LEAF) at UC
Role: Coordinator/Consultant to Diversity Initiatives

U38MC22218 (PI: Shook)
09/01/10 - 08/31/14
Department of Health and Human Services
Health Resources Services Administration (HRSA)
Cincinnati Sickle Cell Newborn Screening Network
Role: Consultant

U54 HL070871 (PI: Joiner)
04/01/08 – 03/31/12
NIH Comprehensive Sickle Cell Center
Role: Project Principal Investigator
Effort: 20% (2.4 calendar months)

3UL1RR025755-02S5
9/17/09 – 3/16/12
Engaging Urban and Rural Appalachian Communities in Clinical Research
PI: Rebecca Jackson (OSU)
Role: Site Principal Investigator
Effort: 10% (1.2 calendar months)

CPPW Ham Co-ARRA (Subcontract)
Grant funded to Hamilton County Department of Health Funded by the CDC
Expanding the Ohio Immunization to Include BMI
PI: Carole Lannon
Role: Collaborator
5/24/10 – 2/25/12
Effort: 15% (1.8 calendar months)

R21 MH076722
Sister Circles: Anxiety in African-American Women
03/01/08 – 2/28/10
NIH/NIMH
Role: Program Evaluator/Consultant
Effort: 15% (1.8 calendar months)

R211 HD049244-02 (PI: Brown)
Multi-Site Trial of Methylphenidate in SCD
01/04/08 – 5/31/09
NIH/NHLBI
Role: Site Principal Investigator

Principal Investigator
5 K01 MH064078-05 (PI)
NIMH Career Development Award - K01 (PI)
03/02 – 02/07
MH6407801 A1 "Depression and Nutrition in Pediatric Sickle Cell Disease"

American Association of Medical Colleges Herbert Nickens
07/03 – 06/05
Fellow Award, "Development of a Culturally Sensitive Measure of Coping for Children with Sickle Cell Disease"

Principal Investigator,
NIH Focus Group Project
09/01 – 8/03
NIH Comprehensive Sickle Cell Center Grant, "Multi Site Focus Group Assessment of Caregiver, Child, Sibling Perspectives of Disease Impact on Child and Family Health."

NIH Supplement Grant
06/99 - 05/01
(Postdoctoral research supplement to R01 - #DK54915)
"Family Functioning at Mealtimes in Toddlers with Cystic Fibrosis"
PI: Scott W. Powers, PhD

Ohio Family Health Survey
09/08 – 06/09
Ohio Department of Health
PI: Monica J. Mitchell, PhD

Community Research and Collaborations
(past and *current contracts)

- * Beech Acres Parenting Center; Evaluator and Data Management
- * Boys and Girls Club of Cincinnati
- * Cincinnati Early Learning Centers; Evaluator and Data Management
- * Cincinnati Learning Center Institute (CLCI)
- * Cincinnati Public Schools (School Services)
- * FamiliesFORWARD Family Resource Centers; Evaluator and Data Management
- * Imagination Library
- * Ready to Shine
- * Success By 6; Consultant; Winning Beginnings
- * Talbert House School-Based Mental Health Services' Evaluator and Consultant
- * The Community Builders (Avondale Choice Grant)
- * Urban League of Southwest Ohio (School Services)
- * Xavier Interdisciplinary Team Collaboration
- * YMCA of Greater Cincinnati (School Services)

Ohio Family Health Grant; Evaluator
Vision 2015; Consultant with the Child Policy Research Center
Greater Cincinnati Foundation; Consultant
United Way Place Matters; Consultant
Center for Closing the Health Gap; Consultant
Nutrition Council of Greater Cincinnati; Consultant
REEP; Ohio Commission on Minority Health, Columbus, OH; Evaluator and Consultant
Community Learning Centers; Evaluator and Data Management, Consultant
Cincinnati Public Schools – Books in Action; Evaluator and Cultural Competence Consultant
Hamilton County Mental Health Service and Recovery Board; Consultant and Report Compilation
Ohio Department of Education; Grant Reviewer and Consultant
Early Learning Opportunities Act; Evaluator and Consultant

Center for Children and Families; Evaluator and Data Management
4C for Children (Institute; Family Child Care Network); Evaluator and Consultant
Children's Home; Consultant
Hamilton County Violence Prevention Project; Evaluator and Data Management
St. Bernard Parish, LA; St. Bernard Medical Center; Consultant
Childreach (Child Care Support); Evaluator and Data Management
Central Clinic (Behavioral Health Programs); Evaluator and Data Management
Glad House; Evaluator and Data Management
Dohn Community Schools; Consultant
Program for Resilient Young Children (PRC); Database Design
St Elizabeth's Telepsychiatry Initiative; Evaluator
Cincinnati Arts and Technology Center (CATC); Evaluator
Clermont County Schools; Evaluator and Consultant
TANF Grant; Data Management and Evaluator
Health Foundation of Greater Cincinnati; Consultant

FEATURED ARTICLES, PRESS AND OTHER MEDIA

Monica Mitchell named YWCA Career Woman of Achievement
<https://www.youtube.com/watch?v=DkoEUFOR8co>

Monica Mitchell to Lead Community Efforts
<http://healthnews.uc.edu/news/?/21290/>

CCTST Community Engagement Core
<http://cctst.uc.edu/community>

Parenting Article "Encouraging Health and Nutrition in Children"
<http://www.sheknows.com/parenting/articles/970587/are-your-kids-a-healthy-weight>

Monica J. Mitchell honored as Afterschool Champion
<http://www.afterschoolalliance.org/afterschoolsnack/ASnack.cfm?idBlog=4C1AA15E-C148-CA6B-256A30DD1BB254A3>

11th Annual Sickle Cell Research and Education Day
August 25, 2012
<http://www.fox19.com/story/19376724/childrens-hospital-host-sickle-cell-awareness-event-saturday>

Homing in on Sickle Cell Disease: Monica Mitchell
Feature in the APA Monitor, May 2012,
<http://www.apa.org/monitor/2012/05/sickle-cell.aspx>

Connecting People and Places: Greater Cincinnati Annual Report (Interview with Monica Mitchell)
<http://www.gcfdn.org/NewsEvents/ViewArticle/tabid/164/smId/691/ArticleID/248/reftab/163/t/Connecting-People-and-Places/Default.aspx>

Appalachian Health and the CCTST Community Leaders Institute
WVXU 91.7 National Public Radio February 17, 2012
Featured Guest on Impact Cincinnati
http://www.wvxu.org/impact/impact_archiveview.asp?ID=2/16/2012

Innovations in Community Research work with CPS
<http://communitypress.cincinnati.com/article/AB/20111118/NEWS0102/111190312/Study-confirms-value-CPS-learning-centers?odyssey=nav|head>

Featured in the Cincinnati Herald newspaper. Sept 11, 2010
Kids with sickle cell forget their pain for a day at Children's Hospital event.

[http://www.thecincinnatiherald.com/news/2010-09-04/Front Page/Kids with sickle cell forget their pain for a day .html](http://www.thecincinnatiherald.com/news/2010-09-04/Front%20Page/Kids%20with%20sickle%20cell%20forget%20their%20pain%20for%20a%20day.html)

Featured in Cincinnati.com. *Cincinnati Children's introduces Obesity Prevention Program at Rockdale Academy.*
<http://local.cincinnati.com/share/news/story.aspx?sid=182900> July, 2011

Featured in UC News. *Organizational Leadership Students Work to Lower Infant Mortality Rates in Cincinnati.*
<http://www.uc.edu/news/NR.aspx?id=13825> July, 2011

Featured in the Cincinnati Herald Newspaper. Cincinnati Children's introduces obesity prevention program at Rockdale Academy, July, 2011 [http://www.thecincinnatiherald.com/news/2011-07-23/Section B/Cincinnati Childrens introduces obesity prevention.html](http://www.thecincinnatiherald.com/news/2011-07-23/Section%20B/Cincinnati%20Childrens%20introduces%20obesity%20prevention.html)

Featured in UC News. Data Comes Alive for Research Fellow.
http://www.uc.edu/spotlight/students/asia_harris.html.
September, 2010.

Featured in *J Investigative Med.* 2003 Nov;51(6):328. Monica J. Mitchell named Herbert W. Nickens, MD, Minority Faculty Fellowship Award recipient.

Community Relations Program Features - Internal Communications

International Women's Day Partnership: A Big Community Win (Program Profile)
<http://centerlink.cchmc.org/page-data/centernews/2018/03/2018-03-12/international-womens-day-partnership-a-big-community-win>

Liberty Campus Gets Groovy with Community Relations: Volunteer Fair
<http://centerlink.cchmc.org/employees/home/page-data/centernews/2012/05/20120507/liberty-campus-gets-groovy-with-community-relations>

Choir Games Amp Up for the Fun of ArtsWave
<http://centerlink.cchmc.org/page-data/centernews/2018/03/2018-03-05/choir-games-amp-up-the-fun-for-artswave>

Career Day Inspires Avondale Youth
<http://centerlink.cchmc.org/employees/home/page-data/centernews/2014/10/20141006/career-day-inspires-avondale-youth>

Community Investment at Work
<http://centerlink.cchmc.org/page-data/centernews/2017/12/2017-12-18/avondale-carpentry-program>

Momentum Builds in Avondale
<http://centerlink.cchmc.org/employees/home/page-data/centernews/2014/11/20141103/momentum-builds-in-avondale>

Avondale Makeover a Grand Slam
<http://centerlink.cchmc.org/employees/home/page-data/centernews/2013/08/20130812/avondale-makeover-a-grand-slam>

Avondale Gets Social to Prevent Infection
<http://centerlink.cchmc.org/page-data/centernews/2016/10/20161017/avondale-gets-social-to-prevent-infection>

Future for a Healthy Avondale Built on Partnerships
<http://centerlink.cchmc.org/page-data/centernews/2016/05/20160509/future-for-a-healthy-avondale-built-on-partnerships>

CPS Students Take Part in First Ever Science Club

<http://centerlink.cchmc.org/page-data/centernews/2017/05/20170522/cps-students-take-part-in-first-ever-science-club-at-south-avondale>

Monday Message: Good Neighbors, Good Community Partners, Good Collaborations

<http://centerlink.cchmc.org/page-data/centernews/2017/05/20170529/monday-message-good-neighbors--community-partnerships-and-collaborations>

Monday Message: Investing to Accelerate Health Outcomes

<http://centerlink.cchmc.org/page-data/centernews/2016/08/20160829/monday-message-investing-to-accelerate-health-outcomes>

Building up Our Neighborhood Together

<http://centerlink.cchmc.org/page-data/centernews/2017/07/20170731/monday-message-building-up-our-neighborhood-together>

1000 Volunteers and Counting

<http://centerlink.cchmc.org/page-data/centernews/2017/07/20170731/1000-employee-volunteer-ambassadors-and-counting>

"I have reviewed the curriculum vita for completeness and accuracy and agree with its contents."

Monica J. Mitchell

8-30-18

Monica J. Mitchell, PhD
Professor, Faculty,
Division of Behavioral Medicine and Clinical Psychology
Director, Community Relations
Co-Director, CCTST
Co-Director, INNOVATIONS

Date



Office of Mayor John Cranley

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

October 2021

REAPPOINTMENT

I hereby reappoint Pete Witte to the Hamilton County Convention Facilities Authority (CFA) for a term of four years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

Pete Witte

Personal

Married to Ann with two children Alex and Lilly. Alex is Freshman at the University of Notre Dame. Lilly is currently a senior at Seton High School. Reside in Price Hill. In fact, I am a lifelong resident of Price Hill having not lived one day outside of Price Hill. Attended St. William Grade School and graduated from Elder High School in 1986. Attended University of Cincinnati.

Professional

Started College Hill Engravery with my father in 1987. Purchased the business from my parents in 1995 and have twice moved the business inside Price Hill, currently located at 4131 Glenway Avenue just down from Elder and Seton High Schools. Changed the name from College Hill to Baron back in 1995, and currently operate as Baron Identification Products. Our company produces both sign and recognition products including name badges, banners, plaques and custom engraving.

Civic

Over 15 years long stint as an elected officer of the Price Hill Civic Club now called the West Price Hill Community Council. Served 10 years as President of the organization. In the 100 years history of the organization, I hold the distinction of most years as President. West Price Hill Community Council is the recognized community council by the City of Cincinnati for the western half of Price Hill.

Served three years as Planning Commissioner for the City of Cincinnati.

Served as Commissioner of the Cincinnati Metropolitan Housing Authority for 8 years. The last two years I served as Chairman of the CMHA board. I lead the process to hire the current CEO of CMHA Gregory Johnson.

I took over for my mother as Elder Toy Drive coordinator in 2005. Elder's Food and Toy Drive gives baskets of food and toys for children to about 250 families in the area at Christmas time. My mother had served as coordinator of the Toy drive for over two decades.

Served on City of Cincinnati Planning Commission from 2001-2003.

Board member of the Cincinnati Metropolitan Housing Authority, appointed by County Commissioners. Served from 2006 until 2014.

Current member of the Cincinnati Development Advisory Board (CDAB)



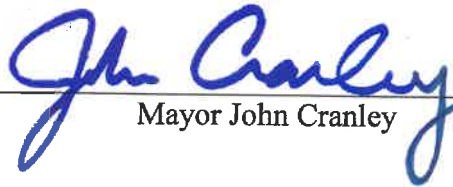
Office of Mayor John Cranley

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

October 2021

REAPPOINTMENT

I hereby reappoint Jerome Jackson to the Human Services Advisory Committee (HSAC) for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

Jerome Sean Jackson

Political Objective

I am a native Cincinnati who wants to use my skills and talents to further the positive changes and growth in the City of Cincinnati. My goal is to be part of making our city a thriving and vibrant place to live and visit.

- Strong communication skills.
- Extraordinary ability to lead groups in achieving goals.
- Extensive community involvement.
- Demonstrated ability to build and maintain trust within organizations.

Professional Experience

Walgreens Company (Cincinnati, Ohio)

June 1988 – Present

- Pharmacy Manager – Consistent record of achieving goals
- Pharmacist – Detail oriented, recognized for customer service excellence

Education

**Bachelor of Science Pharmacy – University of Cincinnati
James L. Winkle College of Pharmacy**

Professional Affiliations

**Cincinnati Pharmaceutical Association – Past President
Ohio Pharmacist Association – Member
American Pharmaceutical Association – Member
National Pharmaceutical Association – Member
University of Cincinnati Alumni Board of Governors (2010-2012)
University of Cincinnati Diversity and Inclusion Advisory Council (2016)
Proudly Cincinnati Campaign Leadership Committee (2010-2012)
University of Cincinnati African American Alumni Affiliate – Past President
Allen Temple AME Church Steward Board – Member , Past Chairperson
Allen Temple Real Estate Foundation Board – Board Member**

Professional Affiliations Cont.

**Alpha Phi Alpha Fraternity – Former Chapter Vice President, Corresponding Sec.
Midwestern Regional Black Family Reunion Celebration – Staff Member**



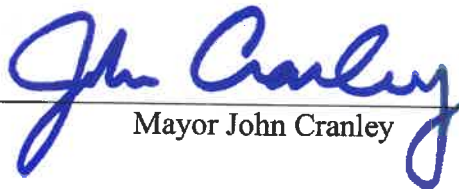
Office of Mayor John Cranley

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

October 2021

REAPPOINTMENT

I hereby reappoint Susan Castellini to the Board of Park Commissioners for a term of six years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



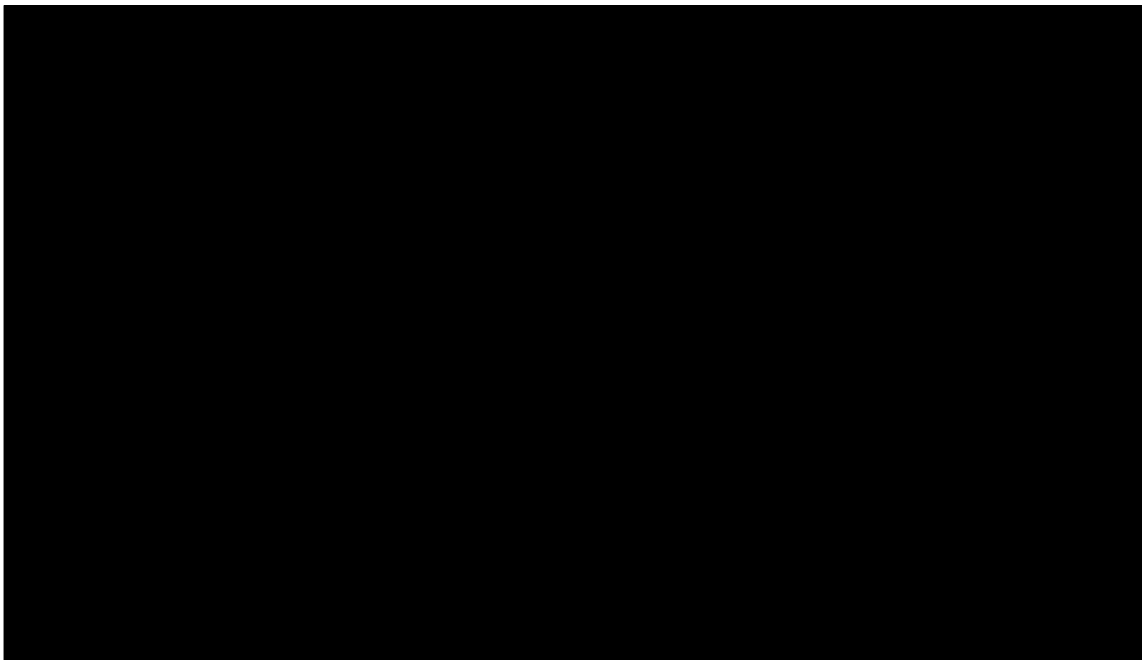
Mayor John Cranley

November, 2012

Name: Susan F. Castellini
Born in Worcester, MA

Occupation: Volunteer/Homemaker

Education: Barnard College, 1963 BA Psychology



Current Civic

Activities: Lindner Center of Hope Advisory Committee Member

Past Civic

Activities: Cincinnati Art Museum Board and Executive Committee Member
Cincinnati Parks Foundation Board Member
Association of the Advancement of Art Education Board Member
Women's Capital Club, Member
College of Mt. St. Joseph Board of Trustees
Christ Hospital Foundation Board
Cincinnati Choral Society
Junior League Choral Group
Summit Country Day School Board
Special Event Fundraising such as: Bi-Centennial, Good Samaritan
Hospital Foundation, Cincinnati Zoo & Botanical Garden Zoofari,
Greatest Cincinnati, Cincinnati Art Museum, Summit Country Day
School are among the many.




Office of Mayor John Cranley

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

October 2021

REAPPOINTMENT

I hereby reappoint Neil Tilow to the Lunken Airport Oversight Advisory Board for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

Neil F. Tilow is the President and CEO of Talbert House and has been in his current position since 1982. Talbert House provides a broad range of programs in five key areas: substance abuse, mental health, community corrections, welfare-to-work and homelessness with a continuum of care that includes prevention, assessment, treatment and reintegration services. These services are directed to a broad-based population including children, adults and families.

During his tenure as President/CEO, the agency has grown from 4 programs with a budget of \$1 million to 40 programs in over 20 locations and a budget over \$60 million with over 900 employees.

Mr. Tilow received his Bachelor's and Master's Degrees from Xavier University. He has previously served as a member of the University of Cincinnati faculty, and has served as consultant to numerous non-profit and government agencies. He serves on several boards including Building Crafts, Inc., Centerpoint Health Center, Flywheel Social Enterprise Hub, Health Care Access Now, and Health Collaborative.

Mr. Tilow, a native of Cleveland, lives in the Cincinnati neighborhood of Mount Lookout with his wife Sally. They have four adult sons.



Office of Mayor John Cranley

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

October 2021

REAPPOINTMENT

I hereby reappoint Greg Landsman to the Ohio-Kentucky-Indiana Regional Council of Governments for a term of one year. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

City Council Member Greg Landsman

Greg Landsman is CEO of the 767 Group, which supports communities in the United States and overseas achieve large-scale community and systemic change, especially on behalf of children and families. Landsman was also elected in 2017 to serve on Cincinnati City Council.

The former Executive Director of the nationally recognized StrivePartnership, Landsman spearheaded the successful Cincinnati Preschool Promise, which will provide two years of quality preschool in Cincinnati. This “first-in-the-nation” investment passed in November 2016 with the largest margin of victory in the history of school levies in Cincinnati.

Landsman also created Every Child Capital, a philanthropic venture fund that hopes to revolutionize philanthropy by investing in high impact programs that are able to attract sustainable public funding. This unique fund now provides a book a month to every economically disadvantaged child in Cincinnati, for the first five years of their lives, and is poised to significantly expand the number of first-time mothers who get the support they need in their child’s first 1,000 days. Landsman currently serves as Senior Advisor to the fund.

In Israel, Landsman provides strategic support to the Tauber/Rashi Rise Together Initiative, a community-driven, city-based collective impact initiative, which is reshaping how two municipalities are investing in their young people, particularly young Ethiopian Jews.

Before joining The StrivePartnership, Landsman ran the Governor’s Office of Faith-Based and Community Initiatives. As Director, Landsman oversaw an annual budget of \$7-12 million, and helped to launch summer food and learning programs throughout the state, new mentoring and fatherhood programs, and established the Ohio Social Entrepreneurship Initiative.

Landsman spent several years on Capitol Hill in Washington, D.C., before his time in the Governor’s Office. He has extensive national, state, local, and now global experience, and believes strongly in the power of people who come together to accomplish big things.

Landsman earned a bachelor’s degree from Ohio University in 1999 in Economic and Political Science and a master’s in theological studies from Harvard University in 2004.



Steven P. Goodin
Councilmember

October 15, 2021

MOTION

As we emerge from the pandemic, pedestrian safety has emerged as one of the primary quality of life issues in our City's neighborhoods. Nowhere is the need more acute than in Northside. Recent events have shown that the lack of new pedestrian safety measures is, in the most literal sense, a matter of life and death. Past council efforts to secure additional funding for pedestrian measures in this neighborhood have not been successful. Accordingly, **WE MOVE** that the Administration IMMEDIATELY engage with the Northside Community Council and other community stakeholders to ascertain which intersections merit enhanced pedestrian safety measures consistent with VisionZero goals (including, but not limited to, curb bump-outs, raised crosswalks and road diets); instruct the Department of Transportation & Engineering (DOTE) to prepare a proposed budget for such enhancements; and prepare a list of potential sources of funding for such enhancements (including, but not limited to, any unallocated American Rescue Plan dollars).

A handwritten signature in black ink, appearing to read "Steve Goodin".

Councilmember Steven Goodin

_____	_____
_____	_____
_____	_____
_____	_____

Date: October 14, 2021

To: Councilmember Jan-Michele Lemon Kearney
From: Andrew Garth, City Solicitor *AWG*
Subject: **Ordinance – Honorary Street Name Dr. Ralph Godfrey, Sr.**

Transmitted herewith is an ordinance captioned as follows:

DECLARING that Ward Street at Prentice Street shall hereby receive the honorary, secondary name of Dr. Ralph Godfrey, Sr. Way in memory of Pastor Dr. Ralph Godfrey, Sr. and in recognition of his contributions to the City of Cincinnati as a leader in the Madisonville community.

AWG/AKS/(lnk)
Attachment
349850

City of Cincinnati

AKS

AWB

An Ordinance No. _____

-2021

DECLARING that Ward Street at Prentice Street shall hereby receive the honorary, secondary name of Dr. Ralph Godfrey, Sr. Way in memory of Pastor Dr. Ralph Godfrey, Sr. and in recognition of his contributions to the City of Cincinnati as a leader in the Madisonville community.

WHEREAS, Pastor Dr. Ralph Godfrey, Sr. was born on November 2, 1938, in Cincinnati, Ohio; and

WHEREAS, Dr. Godfrey served as the founder and Pastor of Harvest Time for Christ New Life Temple Church; and

WHEREAS, Dr. Godfrey was often referred to as the “Mayor of Madisonville” for his deep involvement in the community including his work to address hunger and assist those experiencing homelessness by purchasing property for housing, providing clothing, and operating a food kitchen; and

WHEREAS, beyond the neighborhood of Madisonville, Dr. Godfrey was also active in Cincinnati ministries including serving as a member of the executive board of the City Gospel Mission and helping to establish the City Link project; and

WHEREAS, Dr. Godfrey, an advocate for education, founded New Life Temple Bible College, an accredited institution where students can earn an undergraduate and or a graduate degree; and

WHEREAS, Dr. Godfrey was also a radio host and author, having published Right Focus, Right Thinking, Right Results; and

WHEREAS, Dr. Godfrey passed away in 2017, but his legacy continues to live on through his family and church; now, therefore,

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

Section 1. That Ward Street at Prentice Street shall hereby receive the honorary, secondary name of Dr. Ralph Godfrey, Sr. Way in honor of Pastor Dr. Ralph Godfrey, Sr. and in recognition of his contributions to the City of Cincinnati as a leader in the Madisonville community.

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 Ward Street at Prentice Street as Dr. Ralph Godfrey, Sr. Way, in accordance with the Department of Transportation and Engineering's procedures relating to secondary street designation.

Section 3. That a copy of this ordinance be sent to the family of Pastor Dr. Ralph Godfrey, Sr. via the office of Councilmember Jan-Michele Lemon Kearney.

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

October 20, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager **202102833**

SUBJECT: Existing Notice Resources and Practices to Community Councils and Residents

REFERENCE DOCUMENT # 202102083

On June 9, 2021, City Council adopted the following Motion:

MOTION, submitted by Councilmember Kearney, WE MOVE that the City of Cincinnati Administration provide a report on existing notice resources and practices for zoning changes, building issues, developments, notwithstanding ordinances, liquor licenses, and any other matter requiring notice to community councils, property owners and residents. WE FURTHER MOVE to request information on options for providing notice to residents in addition to the neighborhood community councils and property owners.

Current Notification Procedures

The Cincinnati Municipal Code (CMC) has multiple codified notification procedures for various types of processes handled by a variety of City Departments. Not all of the processes are identical and many, in practice, go above and beyond the codified requirements in order to provide ample notice to the residents and Community Councils. The Department of City Planning and Engagement (DCPE) promotes active public participation through various engagement methods in order to reach and inform as many stakeholders as possible about important projects and developments in Cincinnati. The various methods of notification include, but are not limited to, mail, e-mail, City website, City Bulletin, social media, signs, and surveys.

City Planning Commission Meetings (DCPE)

The annual calendar which lists all regularly scheduled City Planning Commission meetings is approved by the Commission prior to January 1st of each year and is published on DCPE's website on the calendar and on the City Planning Commission page specifically. Additionally, for each individual meeting the following general notification procedures are followed:

- **Mail:** Packets are mailed out to City Planning Commission members a week prior to the meeting.
- **E-mail:** The agenda and a link to the packet on the City Planning Commission website are sent to City Planning Commission members and a large distribution list a week prior to the meeting. The distribution list includes all Community Councils, City Department Directors, interested City staff, general media, and any individual who voluntarily signed up on the City Planning Commission website to receive such notifications.
- **Website:** The agenda and packet are posted on the City Planning Commission website a week prior to the meeting and made available to the general public.

Real Estate Items on City Planning Commission Agenda (Real Estate and DCPE)

- **Mail and E-mail:** Once scheduled for a City Planning Commission meeting, a notice is mailed and e-mailed to the Community Council where the subject property is located and mailed to all adjacent property owners. Notice is sent at least 14 days prior to the City Planning Commission meeting or earlier when possible.
- **Community Engagement Meeting:** As further discussed below, for sale or lease of material City-owned real estate interests, the City Manager has established a policy requiring community engagement meetings prior to submission to Council.

Zoning Map Amendments (Zone Changes) (DCPE and Clerk of Council)

- **Required by Code or Regulation:** Per Section 6 of the rules of the City Planning Commission, notice of a public staff conference shall be sent by regular mail and *postmarked at least 14 calendar days prior* to a public staff conference. Notification is sent to the owners of the property and all owners of property located within *400 feet* of the subject property, as well as the Community Council and the applicant. If there are multiple Community Council boundaries within the 400-foot radius boundary, all of them receive the same notice in the mail and e-mail.
- **Mail:** Notification is sent out 14 days prior to the public staff conference. The notification includes the date, time, location of the staff conference as well as the location (map) and general information about the proposed zone change. Additional notification is sent out to the same property owners, applicant, Community Council(s), and anyone who attended the public staff conference for the City Planning Commission meeting. Staff provides mailing labels to the Clerk of Council for 14 days notification of the appropriate Council Committee hearing.
- **E-mail:** The applicant and Community Council are e-mailed notification of the public staff conference, City Planning Commission meeting, and Council Committee meeting. Once a public staff conference is held, staff uses the e-mails provided from the sign-in sheet to let interested parties know of future hearings or important information regarding the proposed zone change.
- **Website:** Notification of the public staff conference and City Planning Commission meeting go on the DCPE website and calendar.
- **Community Council Meeting:** Staff contacts the Community Council and asks if they are going to discuss/vote on the proposal. If the Community Council schedules a meeting to discuss the item, staff attends the meeting and is present to help answer questions.
- **Other City Departments:** Proposed zone changes go through the City's Coordinated Site Review process to all other City Departments to review and comment before scheduling for a City Planning Commission meeting.

Zoning Code Text Amendments (DCPE and Clerk of Council)

- **Required by Code or Regulation:** Per Section 6 of the rules of the City Planning Commission, notice of a public staff conference shall be sent by regular mail and *postmarked at least 14 calendar days prior* to a public staff conference. The Community Councils representing the areas of concern, an applicant (if applicable), and any other parties that the Director deems applicable are also notified.
- **Mail:** Notification is sent out 14 days prior to the public staff conference. The notification includes the date, time, and location of the staff conference as well as the general information about the proposed text amendment. Additional notification is sent out to the same parties for the City Planning Commission meeting. Staff provides mailing labels to the Clerk for notification of the appropriate Council Committee hearing.
- **E-mail:** An e-mail notification is sent to all Community Councils and interested organizations or parties for the public staff conference, City Planning Commission meeting, and Council Committee meeting.
- **Website:** Notification of the public staff conference and City Planning Commission meeting go on the DCPE website and calendar.

Minor Subdivisions of Land (DCPE)

- **Required by Code or Regulation:** Per Section 300-07 of the Subdivision Regulations, the DCPE has the duty to review an application for a Minor Subdivision within 30 days of receipt of a complete application.
- **Physical Signage:** Per Section 300-07(b) of the Subdivision Regulations, within 24 hours of submitting a Minor Subdivision application, the applicant shall post signage on the subject property in the form and manner prescribed by the DCPE and it shall remain posted until final disposition of the application.
- **Mail:** Per Section 300-07(f) of the Subdivision Regulations, DCPE mails notice of decision of a Minor Subdivision to the applicant, the community organization(s) representing the area in which the subject property is located, and all property owners within 100 feet of the boundaries of the parcel of land approved for subdivision.
- **E-mail:** An e-mail notice of decision is also sent to the applicant and community organization(s) representing the area in which the subject property is located.

Major Subdivisions of Land – Development Plan + Variances (DCPE)

- **Required by Code or Regulation:** Per Section 300-09(a)(1) of the Subdivision Regulations, the Department of City Planning has the duty to hold a public hearing on development plan applications within 30 days of receipt of a complete application by the Department of City Planning.
- **Physical Signage:** Per Section 300-09(a)(2) of the Subdivision Regulations, within 24 hours of submitting a Minor Subdivision application, the applicant shall post signage on the subject property in the form and manner prescribed by the DCPE and it shall remain posted until final disposition of the application.
- **Mail:** Per Section 300-09(a)(3) of the Subdivision Regulations, DCPE mails notice of a complete development plan application and a date scheduling a hearing on the application by regular mail to the applicant, the community organization(s) representing the area in which the subject property is located, and all property owners within 200 feet of the boundaries of the parcel of land being considered for subdivision within 10 calendar days of receipt of a complete application. Notice for the City Planning Commission meeting date is also sent to the same individuals and groups 14 days in advance. Per Section 300-09(a)(7) of the Subdivision Regulations, DCPE mails notice of decision of a Major Subdivision to the applicant, the community organization(s) representing the area in which the subject property is located, and all property owners within 200 feet of the boundaries of the parcel of land approved for subdivision.
- **E-mail:** An e-mail notice of complete application, City Planning Commission, and notice of decision is also sent to the applicant and community organization(s) representing the area in which the subject property is located.
- **Variance Notice:** Chapter 5 of the Subdivision Regulations provides a means by which the City Planning Commission may grant relief from the terms, provisions, standards, or improvement requirements of the subdivision regulations, or relief from Cincinnati Zoning Code or Land Development Code. All notice procedures for Variances in conjunction with a subdivision of land are the same as listed above, including notice in the City Bulletin.

Major Subdivisions of Land – Subdivision Improvement Plan (DCPE)

- **Required by Code or Regulation:** Per Section 300-09(b) of the Subdivision Regulations, if required in connection with a major subdivision proposal, a subdivision improvement plan must be reviewed and approved by the City Planning Commission within 24 months following approval of the development plan for the subdivision, unless the City Planning Commission extends such approval. Per Section 300(b)(2) of the Subdivision Regulations, the City Planning Commission shall review the subdivision improvement plan within 30 days of receiving the coordinated site review panel's recommendation.

- **Mail:** DCPE mails notice of a City Planning Commission meeting where the Subdivision Improvement Plan will be considered to the applicant and community organization(s) representing the area in which the subject property is located. Per Section 300-09(b)(3) of the Subdivision Regulations, DCPE mails notice of the City Planning Commission's decision on a Subdivision Improvement Plan to the applicant.
- **E-mail:** An e-mail notice of the City Planning Commission meeting and notice of decision is also sent to the applicant and community organization(s) representing the area in which the subject property is located.

Major Subdivisions of Land – Final Plat (DCPE)

- **Required by Code or Regulation:** Per Section 300-09(c) of the Subdivision Regulations, Final Plats for a Major Subdivision must be submitted for review by the City Planning Commission within 24 months following (i) approval of the development plan for the subdivision if no subdivision improvement plan is required or (ii) the completion of site and infrastructure improvements if a subdivision improvement plan is required. Per Section 300-09(c)(1) of the Subdivision Regulations, the City Planning Commission shall review the final plat within 30 days following its submission.
- **Mail:** DCPE mails notice of a City Planning Commission meeting where the Final Plat will be considered to the applicant and community organization(s) representing the area in which the subject property is located. Per Section 300-09(c)(2) of the Subdivision Regulations, DCPE mails notice of the City Planning Commission's decision on a Final Plat to the applicant.
- **E-mail:** An e-mail notice of the City Planning Commission meeting and notice of decision is also sent to the applicant and community organization(s) representing the area in which the subject property is located.

Historic Districts and Landmark Designations (Zoning Overlay) (DCPE and Buildings & Inspections)

- **Required by Code or Regulation:** Following the City Planning Commission's same rules for a zoning map amendment (Section 6), notice of a public staff conference with City Planning & Engagement and the City's Historic Conservation Office shall be sent by regular mail and *postmarked at least 14 calendar days prior* to a public staff conference. Notification is sent to the owners of the property and all owners of property located within *400 feet* of the subject property as well as the applicant, Community Council, Cincinnati Preservation Association (CPA), and interested parties.
- **Mail:** Notification is sent out 14 days prior to the public staff conference. The notification includes the date, time, location of the staff conference as well as the location (map) and general information about the proposed historic designation. The Historic Conservation Board hears the proposal before City Planning Commission. Additional notification is sent out to the same property owners as well as the applicant, Community Council, CPA, and interested parties for the Historic Conservation Board meeting and subsequently the City Planning Commission meeting. Staff provides mailing labels to the Clerk for notification of the appropriate Council Committee hearing.
- **E-mail:** Once a joint public staff conference is held, staff uses the e-mails provided from the sign-in sheet to let the applicant, Community Council, CPA, and interested parties know of future hearings or important information regarding the proposed historic designation.
- **Website:** Notification of the public staff conference and City Planning Commission meeting go on the DCPE website and calendar.
- **Community Council Meeting:** Staff contacts the Community Council and asks if they are going to discuss/vote on the item. If the Community Council schedules a meeting to discuss the item, staff attends the meeting and is present to help answer questions.

- **Other City Departments:** The historic designation is also circulated to other City Departments for review and comment before the Historic Conservation Board and City Planning Commission meetings.

Interim Development Control Overlay District (IDC) (DCPE and Clerk of Council)

3 Month IDC

- **Required by Code or Regulation:** As established under CMC 1431, City Council may establish an IDC for 3 months *without* prior notice, advertisement, or public hearing. However, notification of the establishment of the IDC as well as the time and place of the public hearing on the *extension of the district for another 9 months must be given within 10 business days of the establishment of the IDC by advertising in the bulletin and notifying each property owner.*
- **Mail:** Notification goes to the Community Council and property owners within the IDC regarding the extension of the IDC within 10 business days of the establishment.
- **E-mail:** Whoever has requested the IDC is notified of the City Planning Commission meeting. If the Community Council did not request the IDC, then staff e-mails the Community Council of the emergency 3-month IDC. Notification is sent to the Community Council of the extension of the IDC.
- **City Bulletin:** The notification is posted in the City Bulletin within 10 business days of the establishment of the IDC.
- **Website:** Notification is posted to the website and calendar at the same time as mailings.

One Year IDC or Extension of IDC

- **Required by Code or Regulation:** As established under CMC 1431, City Council may establish an IDC for one year or extend IDC if notice has been given and a public hearing is held.
- **Mail:** Notification to the Community Council and property owners within the IDC is given 14 days prior to the establishment. Notification also is sent to whoever has requested the IDC.
- **E-mail:** Notification is sent to the Community Council. Notification also is sent to whoever has requested the IDC.
- **Website:** Notification is posted to the website and calendar at the same time as mailings.

IDC Permit Reviews

- **Required by Code or Regulation:** As established under CMC 1431, City Planning Commission must hold a public hearing to consider certain permit applications within an IDC.
- **Mail:** Notification is provided to the Community Council, property owners directly adjacent to the property being reviewed, and any other person requesting notice.
- **E-mail:** E-mail notification is provided to the Community Council and the applicant.
- **City Bulletin:** Notice is published in the City Bulletin in advance of the hearing.
- **Other City Departments:** The IDC review is also circulated to other City Departments for review and comment before the City Planning Commission meeting.
- **Best Practices:** Notice is given to all property owners within the IDC, if it is reasonable to do so based on the size of the IDC.

Planned Developments: Establishments or Major Amendments (DCPE and Clerk of Council)

- **Required by Code or Regulation:** Under CMC 1429, the Planned Development (PD) process follows a similar process to other zone changes. Notice of a public staff conference is sent by regular mail and *postmarked at least 14 calendar days prior* to a conference. Notification is sent to the applicant, properties within 400 feet of the proposed change, as well as the Community Council. Additional notification is sent to the applicant, surrounding property owners, Community Council(s), and any interested parties from the public staff conference for City Planning Commission and City Council meetings.

- **Mail:** Notification is sent out 14 days prior to the public staff conference. The notification includes the date, time, location of the staff conference as well as the location (map) and general information about the proposed PD. Additional notification is sent out to the same property owners and Community Council for the City Planning Commission meeting. Staff provides mailing labels to the Clerk for notification of the appropriate Council Committee hearing.
- **E-mail:** Once a public staff conference is held, staff uses the e-mails provided from the sign-in sheet to let interested parties know of future hearings or important information regarding the proposed PD. An e-mail is also sent to the Community Council throughout the process.
- **Other City Departments:** Proposed zone changes (including PDs) go through the City's Coordinated Site Review process to all other City Departments to review and comment before scheduling for a City Planning Commission meeting.
- **Website:** Notification of the public staff conference and City Planning Commission meeting go on the website and calendar.
- **Community Council Meeting:** If the Community Council schedules a meeting to discuss the item, staff attends the meeting and is present to help answer questions.

Planned Developments: Final Development Plans (DCPE)

- **Required by Code or Regulation:** Under CMC 1429, the Final Development Plan approval for PDs follows a similar process of the establishment of a PD. Notice of a public staff conference is sent by regular mail and *postmarked at least 14 calendar days prior* to a conference. Notification is sent to the applicant, properties within 400 feet of the proposed change, interested parties from the previous staff conference, as well as the Community Council(s). Additional notification is sent to the applicant, surrounding properties, Community Council, and any interested parties from the public staff conference for the City Planning Commission meeting.
- **Mail:** Notification is sent out 14 days prior to the public staff conference. The notification includes the date, time, location of the staff conference as well as the location (map) and general information about the Planned Development Final Development Plan. Additional notification is sent out to the same property owners and Community Council for the City Planning Commission meeting.
- **E-mail:** Staff notify the same interested parties, applicant, surrounding property and property owners of the public staff conference that have previously been notified. Once another public staff conference is held, staff uses the e-mails provided from the sign-in sheet to let interested parties know of future hearings or important information regarding the Planned Development. An e-mail is also sent to the Community Council throughout the process.
- **Other City Departments:** Proposed Final Development Plans go through the City's Coordinated Site Review process to all other City Departments to review and comment before scheduling for a City Planning Commission meeting.
- **Website:** Notification of the public staff conference and City Planning Commission meeting go on the website and calendar.
- **Community Council Meeting:** If the Community Council schedules a meeting to discuss the item, staff attends the meeting and is present to help answer questions.

Neighborhood Plans (DCPE)

In neighborhood planning processes, the DCPE takes steps to provide ample notice to as many individuals and stakeholders as possible. The DCPE also relies heavily on the neighborhood leadership, Community Council(s), and steering committee for the plan to get the word out and share flyers to encourage residents to be engaged throughout the process. While there are no codified notice procedures for neighborhood plans, the DCPE uses best practices and creative methods to provide notice. Those practices include the following:

- **Project Management Plan:** Create a project management plan that details the planning process and includes all intended community engagement opportunities to occur.

- **Community Meetings:** At a minimum, two community-wide public meetings are held at the beginning of the planning process to get feedback about general issues and potential solutions. Another community-wide meeting would be held at the end of the process to get feedback on the draft plan. It is recommended that additional meetings be held throughout the process for those who choose to be more engaged.
- **Mail:** If funding is available, send out notification to the property owners within the plan boundary (if applicable). If funding is limited, at least notify all property owners within the applicable business district. Postcards are considered as an economical alternative to traditional mailings.
- **E-mail:** All interested parties who have attended meetings are notified of upcoming meetings. Notification is sent to community leaders to distribute to their e-mail distribution lists.
- **Website:** A specific plan webpage is created on the DCPE website. Provide any links to surveys, the draft plan, etc. on the website and include location and times for upcoming meetings.
- **Social Media:** Share links to the DCPE website on the Facebook page and Twitter account to advertise public meetings. Ask the City of Cincinnati account to share on Facebook, Twitter, and NextDoor accounts as well. Share links with community leaders to send out via their social media platforms.
- **Survey:** Short questionnaires (via Survey Monkey) are generally used to gather additional feedback from interested parties who cannot make the public meetings.
- **Department Feedback:** Distribution of the draft plan is sent by e-mail to City Department Directors and appropriate City staff. An invitation is sent to present the draft plan at an internal meeting to help field questions and comments.
- **Neighborhood Approval:** All necessary neighborhood groups vote and approve plan (Community Council, Business Associations, etc.). Staff attend these meetings and make sure that notification is provided via e-mail and social media prior to the meeting.
- **City Approval:** Notification for City Planning Commission and Council Committee meetings is provided through mail (if appropriate), e-mail, website, and social media.

Community Engagement Meetings for Development Projects (DCPE and Department of Community and Economic Development)

Under the community engagement policy established by the City Manager, for development projects that are asking the City for a loan or grant of public funds of \$50,000 or more or a sale or long-term ground lease of City-owned land or buildings with a fair market value of \$50,000 or more require that the City hold a Community Engagement Meeting (CEM).

- **Mail:** Notification is sent out 14 days prior to the CEM. The notification includes the date, time, location of the CEM as well as the location (map) and general information about the proposed development project and what the private developer is asking the City for. The notice is mailed to property owners within a 400-foot radius of the subject property along with the Community Council(s) and Community Development Corporation(s) (if applicable).
- **E-mail:** Staff notifies the applicant and affected Community Council(s) and Community Development Corporation(s) via e-mail also.
- **Website:** Notification of the CEM goes on the website and calendar. A specific webpage for every CEM is created on the DCPE website that includes the project proposal, meeting information, map, and any associated materials (site plans, reports, etc.) along with staff contact information. A link to that webpage is included in the notice that is mailed and e-mailed.
- **Social Media:** DCPE shares links to the website on the Facebook page and Twitter account to advertise all CEMs, and the City of Cincinnati account shares on Facebook, Twitter, and NextDoor accounts as well. Links are shared with community leaders to send out via their social media platforms.

- **Physical Signage:** The DCPE is currently developing physical signage for applicants to place on the subject property informing individuals of where to go to find more information about the proposal and contact information for DCPE staff for further questions.

Zoning Hearing Examiner Hearings (Law)

- **Required by Code or Regulation:** Pursuant to CMC 1443, 14 days prior to a hearing notification is mailed out to the Community Council(s) and all property owners within a 100-foot radius of the subject property or 250-foot radius, if the subject property is in the SF-20 and SF-10 (single-family) zoning districts. The mailed notification includes the date, time, and location of the hearing, general information about the proposed zoning relief, and instructions on how to review information submitted in connection to the application, indicate approval or disapproval as well as learn more about the hearing process.
- **Publication:** The notice of public hearing is advertised in the City Bulletin seven days prior to the hearing. The regular Zoning Hearing Examiner schedule is once per week on Wednesdays. The notice of hearing is posted on the day of the hearing in the lobby of the Permit Center at 805 Central Avenue 5th floor of the Centennial II building.
- **E-mail:** An e-mail notification is sent to the Community Council(s) where the subject property is located when the application is processed and perfected (typically 4-6 weeks prior to the hearing) and when any new files are uploaded in the CAGIS ProjectDox system, including when the notification is uploaded to the City Bulletin Calendar.
- **Online Access:** All case files are available for review and download through the ProjectDox system (cagisdocs.hamilton-co.org/ProjectDox). Applicants, designated community council representatives, and designated City representatives receive automatic access to case files in which they have an interest. An email notification is sent to all users each time a new document is uploaded to the case file.

Administrative Decisions: Zoning (Buildings & Inspections)

- **Required by Code or Regulation:** Notice of an administrative decision which requires notification (such as a minor approval/disapproval in an Urban Design Overlay District or Hillside Overlay District for example) is sent when the application is approved by Zoning Administration per CMC Sections 1437-11(a) Urban Design Overlay District and 1433-21(a) Hillside Overlay District. Not all zoning administrative decisions require notice.
- **Mail:** Notification is sent out to all abutting property owners to the subject property when the application is approved by Zoning.
- **E-mail:** An e-mail notification is sent to the Community Council(s) where the subject property is located.

Administrative Decisions: Historic (Buildings & Inspections)

- **Required by Code or Regulation:** Notice of an administrative decision that does not require Historic Conservation Board review (such as certain certificates of appropriateness) is sent to all property owners within a 200-foot radius of the subject property within 10 days of a complete application and when the application is approved per CMC Section 1435-09-1-D.
- **Mail:** Notification is sent to all property owners within a 200-foot radius of the subject property within 10 days of a complete application and when the application is approved.
- **E-mail:** An e-mail notification is sent to the Community Council(s) where the subject property is located.

Historic Conservation Board: Certificates of Appropriateness and Zoning Relief (Law)

- **Required by Code or Regulation:** As established under CMC 1435, notice of an application shall be sent by regular mail or electronic mail, if available, within ten days of a perfected application. Notice of a hearing is sent by regular mail or electronic mail, if available, at least

seven days in advance of the hearing. The notice of hearing must be advertised in the City Bulletin seven days prior to the hearing.

- **Mail:** Within ten days of a perfected application, a notice of a hearing is sent by regular mail to all owners of properties located within a 200-foot radius of the subject property, to the community council and to all abutting property owners. The radius is expanded to a 250-foot radius for projects that require zoning relief. The notice of hearing is sent five weeks in advance of the actual board hearing date.
- **E-mail:** Within ten days of a perfected application, a notice of a hearing is emailed to City officials and registered interested parties. This notice of hearing is emailed five weeks in advance of the actual board hearing date. Anyone may register on the City's website (cincinnati-oh.gov/boards) as an interested party for the Historic Conservation Board email distribution list to receive all notice of hearings within ten days of a perfected application and all meeting agendas seven days prior to the hearing. Both the emailed and mailed notification serve as the notice of application as well as the notice of hearing. It includes the date, time, and location of the Board hearing, general information about the proposed project and instructions on how to review case materials submitted in connection to the application, indicate approval or disapproval as well as learn more about the hearing process. Five weeks advance notice is generally provided compared to the required seven-day notice. The notice also includes a time, date, and place for a pre-hearing conference to be held by the Urban Conservator, to which the applicant, the property owner, and all interested City departments, and the Community Council(s) are invited. At the pre-hearing conference, the comments and recommendations of all interested parties concerning their respective authority over the proposed improvements and their advice as to the appropriateness of the proposed improvements may be received and discussed with the applicant. The notice for a pre-hearing is sent two weeks in advance of the pre-hearing date.
- **Publication:** Notice of public hearing must be advertised in the City Bulletin seven days prior to the hearing. However, the notice is typically advertised 4-5 weeks prior to the hearing. The Historic Conservation Board conducts regular hearings two times per month on Mondays at 3:00 p.m. The yearly schedule is published in the City Bulletin as well as on the City's website.
- **Online Access:** The agenda and finalized case materials are published on the City's website at least 5-6 days prior to the hearing.

Zoning Administrator De Minimis Variances (Buildings & Inspections)

- **Required by Code or Regulation:** Per Zoning Code Section 1445-30, notice of a De Minimis Variance application is sent within three days from the date of application. Notice of the decision to grant a de minimis variance is posted in the next available issue of the City Bulletin.
- **Mail:** Notification is sent out by the applicant via certified mail to all abutting property owners to the subject property. The applicant is required to provide proof of the notice to the City.

Liquor Licenses (Police)

- **Mail and E-Mail:** The Cincinnati Police Department (CPD) provides notice regarding liquor license applications. Once the Vice Squad in the Police Department receives a liquor license application from the State of Ohio for a particular business, in addition to internal notice for diligencing, CPD provides written and e-mail notice for a period of 2.5 weeks to the Community Council where the business is located, giving the Community Council a chance to object or not. Once they have all pertinent information and know if there are any objections or not, the Police Department submits, through the City Manager, the liquor license application to City Council for passage (or disapproval). This approval or disapproval is then provided to the State of Ohio who ultimately issues and manages the liquor licenses.

Next Steps

As requested via City Council Motion, Document No. 202102060 and Ordinance No. 0358-2021, the Administration will be developing further recommendations on community engagement practices and notice procedures and bringing those recommendations to Council.

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

October 20, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102891**

Subject: Illegal Dumping Abatement Activities in the Neighborhoods of South Cumminsville, North and South Fairmont

Reference Document #202102029

On May 24, 2021, the Neighborhoods Committee referred the following for a report:

MOTION, submitted by Councilmembers Kearney and Sundermann, WE MOVE for the City Administration to work with all pertinent departments to ensure the cleaning and removal of dumped litter in the North and South Fairmont neighborhoods, as well as South Cumminsville. WE FURTHER MOVE that the Administration make recommendations for lighting, cameras and/or other remediation to stop the dumping and trash disposal on Faraday Road that stretches from the Villages at Roll Hill to South Cumminsville.

This report serves as the Administration's update on nuisance abatement activities at 3812 Cass Avenue, 2550-54 Beekman Street, 1794 Esmonde Street, and 1769 Westwood Avenue. These properties were toured by members of City Council, community members, and City staff.

The following information details City enforcement efforts, preventive strategies, and evaluation plans for each of these addresses. The Department of Buildings & Inspections (B&I) will continue to monitor these properties to determine the effectiveness of enlisted strategies for the identification of any outstanding solutions necessary to sustain the lots as blight free.

ABATEMENT, PREVENTION, AND EVALUATION

3812 CASS AVENUE - This is a "ravine" type dump site with a significant accumulation of household rubbish.

1. **Enforcement:** Civil Citations and \$500 fines were issued to the owner on May 25, 2021, and on June 9, 2021. An order to install a fence was issued on June 8, 2021. During the course of enforcement and monitoring, additional dumping was found on the abutting lots at 3814, 3816, 3818, 3820 Cass Avenue. Civil fines of \$500.00, were issued to each owner on August 17, and again on August 24. Orders were issued to install a fence to the owners of the additional four properties on August 23, 2021. The owners failed to comply
2. **Abatement:** The cleanup was completed on August 25, 2021, at a cost of \$4,500.00.
3. **Prevention:**
 - a. A 6-foot chain link fence, at a cost of \$5,532, to discourage dumping will be installed by Security Fence Company, the vendor under contract with the city (owners to be

charged). The fence will extend 115 feet, from 3812 Cass to 3820 Cass. Security Fence has confirmed the work is scheduled for their soonest possible timeframe and will be completed by October 8, 2021.

- b. A No Dumping Sign displaying code section and penalties, and “area under surveillance warning” will be installed on the completed fence to discourage violators.
 - c. Keep Cincinnati Beautiful has installed a site monitoring camera.
4. **Tracking and Evaluation:** Inspectors will monitor the effectiveness of the preventive measures and take enforcement action against anyone photographed dumping. The property will be proactively inspected every 30 days for the first quarter, and if no dumping, inspected quarterly for the next 12 months.

2550-54 BEEKMAN STREET - This is a “ravine” type dump site consisting of two parcels with a significant accumulation of household rubbish.

1. **Enforcement:** Civil Citations and \$500 fines were issued to the owner on December 13, 2019, and on January 23, 2020. An order to install a fence was issued on June 8, 2021.
2. **Abatement:** The site clean-up work was completed on July 28, 2021, at a cost of \$14,011.00
3. **Prevention:**
 - a. A 6-foot chain link fence is under contract to be installed at a cost of \$7,841.00 along the front property line to discourage dumping. In consultation with DOTE, and due to the condition of the paving and retaining wall, a change order was necessary to bring the temporary fence into the ROW for stability and public safety. Security Fence has confirmed the work is scheduled for their soonest possible timeframe to be completed by October 8, 2021.
 - b. A No Dumping Sign displaying code section and penalties, and “area under surveillance warning,” will be installed on the completed fence installation.
 - c. Keep Cincinnati Beautiful has installed a site monitoring camera. As part of the cleanup work, the lower tree branches obstructing the view of the site were authorized to be cut and removed to improve coverage for cameras and visibility of the public.
4. **Tracking and Evaluation:** Inspectors will monitor the effectiveness of the preventive measures and take enforcement action against anyone photographed dumping. The property will be proactively inspected every 30 days for the first quarter and, if no dumping, inspected quarterly for the next 12 months.

1769 WESTWOOD AVENUE - This is a level site with an accumulation of household rubbish behind a vacated building.

1. **Enforcement:** Civil Citations and \$500 fines were issued to the owner on May 7, 2021, and on May 21, 2021. During a tracking and evaluation inspection of September 2, 2021, weeds in the front and rear of the property were cited and a \$500 fine issued for weeds. The weeds were cut on September 15, 2021.
2. **Abatement:** The abatement was completed on July 2, 2021, at a cost of \$1,491.42. The invoice for the weed cutting completed on September 15, 2021, has not been received.
3. **Prevention:**
 - a. Keep Cincinnati Beautiful has installed a site monitoring camera.
4. **Tracking and Evaluation:** The property will be proactively inspected every 30 days for the first quarter and, if no dumping, inspected quarterly for the next 12 months.

NOTE: 1769 Westwood Avenue has been certified tax delinquent for 8 (eight years) since 2013. There is no tax foreclosure found in the county records. The building is condemned and has a building value for tax purposes of \$1,210.00 (cleanup costs are more than the value of the building.) The owner was issued multiple civil fines and criminally prosecuted for failure to maintain the

property. The building is scheduled for a Nuisance Hearing to determine if it should be demolished by the City as a last resort. A cooperative system of working with County agencies to expedite foreclosures on high maintenance cost, tax delinquent, abandoned properties could move properties into responsible ownership sooner to eliminate protracted blight and reduce the high municipal costs of cleaning, cutting, barricading, and demolition.

1794 ESMONDE STREET - This is a hillside site with an accumulation of household rubbish. Due to sparse occupied housing and numerous vacant lots on Esmonde Street, several sites on this street are being used for dumping. Additional locations on Esmonde are included in the matrix below, and all are assigned for cleaning/cutting.

1. **Enforcement:** Civil Citations and fines of \$500.00 were issued to the owner on May 21, 2021, and June 7, 2021.
2. **Abatement:** The abatement was completed by July 30, 2021, at a cost of \$967.00.
3. **Prevention:**
 - a. No Dumping Signs are installed.
5. Keep Cincinnati Beautiful has installed site monitoring camera.
5. **Tracking and Evaluation:** Inspectors will monitor the effectiveness of the preventive measures and take enforcement action against anyone photographed dumping. The property will be proactively inspected every 30 days for the first quarter, and if no dumping, then inspected quarterly for the next 12 months.

Additional Locations on Esmonde Street

SR TYPE	RECEIVED	ADDRESS	HISTORY	CLOSED COMPLAINTS	PSA STATUS
Tall grass/weeds	05/21/2021	1784 ESMONDE ST	CIVIL CITATION ISSUED 5/21	OWNER ABATED 6/7	
Trash improper s	05/21/2021	1784 ESMONDE ST	CIVIL CITATION ISSUED 5/21	OWNER ABATED 6/7	
Litter private prc	05/21/2021	1772 ESMONDE ST	CIVIL CITATION ISSUED 5/21 & 6/7		ASSIGNED ON 7/23 LIST
Tall grass/weeds	05/21/2021	1758 ESMONDE ST	CIVIL CITATION ISSUED 5/21 & 6/7		ASSIGNED ON 6/25 LIST
Tall grass/weeds	05/21/2021	1752 ESMONDE ST	CIVIL CITATION ISSUED 5/21 & 6/7		ASSIGNED ON 6/25 LIST
Tall grass/weeds	05/21/2021	1740 ESMONDE ST	CIVIL CITATION ISSUED 5/21 & 6/7		ASSIGNED ON 6/25 LIST
Litter private prc	05/21/2021	1740 ESMONDE ST	CIVIL CITATION ISSUED 5/21 & 6/7		ASSIGNED ON 7/23 LIST
Litter private prc	05/13/2021	1794 ESMONDE ST	CIVIL CITATION ISSUED 5/14 & 5/21		ASSIGNED ON 7/23 LIST

Since the time of the neighborhood tour, the Hamilton County Land Reutilization Corporation (The Landbank) has acquired title to 2550 Beekman Street. Buildings & Inspections will continue to refer chronically blighted properties to The Landbank for foreclosure of our cleaning and weed cutting liens. The liens facilitate reutilization by The Landbank by having abandoned lots transferred to abutting responsible property owners, or for other responsible reutilization and consistent maintenance.

SITE PHOTOS ATTACHED:

2550-54 BEEKMAN ST



2550-54 BEEKMAN ST -CLEANED JULY 28, 2021



1769 WESTWOOD -Rear



1769 WESTWOOD Rear – CLEANED 7-7-2021



1769 WESTWOOD



1769 WESTWOOD -CUT- 9-15-2021



1794 ESMONDE ST



1794 ESMONDE ST- CLEANED 7-24-2021



3812 CASS AVE



3812 CASS AVE - CLEANED 8-24-2021



CC: Art Dahlberg, Director of Buildings and Inspections

Date: October 20, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102935

Subject: Liquor License – Transfer of Stock

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: 4621326
PERMIT TYPE: STCK
CLASS: C1 C2
NAME: KHUSBU ENTERPRISE LLC
DBA: QUEEN CITY EXPRESS
420 WALNUT ST 1ST FL
CINCINNATI, OH 45202

On September 20, 2021, Downtown Residents Council was notified of this application and do not object.

Police Department Approval

David M. Laing, Assistant City Prosecutor
Law Department - Recommendation

Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 10, 2021

Date: October 20, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102936

Subject: Liquor License – Transfer of Ownership

FINAL RECOMMENDATION REPORT

OBJECTIONS: Department of Buildings & Inspections

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: 4510887
PERMIT TYPE: TRFO
CLASS: D5 D6
NAME: ANGIE KATSAOUNIS AND PARTNERS
DBA: CORINTHIAN RESTAURANT & LOUNGE
3253 JEFFERSON AVE
CINCINNATI, OH 45220

On September 23, 2021, Clifton Town Meeting was notified of this application and do not object.

Police Department Approval

David M. Laing, Assistant City Prosecutor
Law Department - Recommendation

Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 16, 2021

Date: October 20, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102991

Subject: **Liquor License – Transfer of Stock**

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: 84189940600
PERMIT TYPE: STCK
CLASS: C1 C2
NAME: SPEEDWAY LLC
DBA: SPEEDWAY 9574
2857 RIVER RD
CINCINNATI, OH 45204

On September 27, 2021 Sedamsville Civic Association was notified of this application and do not object.

Police Department Approval

David M. Laing, Assistant City Prosecutor
Law Department - Recommendation

Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 19, 2021

Date: October 20, 2021

To: Mayor and Members of City Council **202102993**
From: Paula Boggs Muething, City Manager
Subject: **Liquor License – Transfer of Stock**

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: 84189940660
PERMIT TYPE: STCK
CLASS: C1 C2 D6
NAME: SPEEDWAY LLC
DBA: SPEEDWAY 9707
3601 COLUMBIA PARKWAY
CINCINNATI, OH 45226

On September 27, 2021, Columbia Tusculum Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: November 19, 2021

October 20, 2021

To: Mayor and Members of City Council **202102995**

From: Paula Boggs Muething, City Manager

**Subject: Emergency Ordinance – Parks: Cincinnati Park Board
Commissioner’s Fund and City Funds Capital Projects**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project accounts in the Parks Department according to the attached Schedule of Appropriation for the purpose of having necessary funding in place to allow the Cincinnati Board of Park Commissioners to move forward with appropriate contracting in order to stabilize and repair infrastructure at various locations throughout the park system; **AUTHORIZING** the City Manager to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner’s Fund into Parks Private Endowments and Donations Fund 430; and **AUTHORIZING** the transfer and appropriation of resources totaling \$825,500 from various Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached transfer schedule.

This Emergency Ordinance authorizes the City Manager to accept \$415,500 from the Cincinnati Board of Park Commissioner’s Fund and deposit the donated funds into Parks Private Endowments and Donations Fund 430.

As indicated in Section A of the attached Schedule of Transfer this Emergency Ordinance also authorizes the transfer and appropriation of \$825,500 from various restricted funds to newly established capital improvement program project accounts as follows.

1. \$10,000 will be transferred from Sawyer Point Fund 318 to the “Sawyer Point Tennis Building HVAC Upgrades” capital improvement program project account to provide resources for Heating, Ventilation, and Air Conditioning (HVAC) improvements for the Sawyer Point Tennis Building.
2. \$150,000 will be transferred from Cincinnati Riverfront Park Fund 329 to the “Smale Riverfront Water Feature Repairs” capital improvement program project account to provide resources to rehabilitate water features at Smale Park.
3. \$250,000 will be transferred from Park Board Permanent Improvement Fund 752 to capital improvement program project accounts supporting Mt. Airy Forest -- \$150,000 will go toward renovating the comfort station in Mt. Airy Area 23, and \$100,000 will go toward a new Americans with Disabilities Act

(ADA) Accessible Walkway for the Bike Skills Area.

4. \$415,500 will be transferred from Parks Private Endowments and Donations Fund 430 to various capital improvement program project accounts in the parks system. \$87,500 will go toward improvements to the Caretaker's House and Pavilion at Ault Park, \$30,000 will go toward HVAC upgrades at the Bettman Nature Center, \$40,000 will improve parks signs furnishings, fences, and railings, and \$258,000 will be used for Krohn Conservatory building improvements.

These capital projects are in accordance with the Sustain goal to "Preserve our natural and built environment" of Plan Cincinnati (2012); specifically, the strategy to "Protect our natural resources," as described on pages 194 – 196. They are also in accordance with the "Live" goal to "Build a robust public life" and strategy to "Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people," as detailed on pages 150 – 152 of Plan Cincinnati (2012).

No additional FTE are associated with these new capital projects.

The reason for the emergency is the immediate need to transfer the funding necessary to avoid a disruption in services.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

KKF

- 2021

AUTHORIZING the establishment of new capital improvement program project accounts in the Parks Department according to the attached Schedule of Appropriation for the purpose of having necessary funding in place to allow the Cincinnati Board of Park Commissioners to move forward with appropriate contracting in order to stabilize and repair infrastructure at various locations throughout the park system; **AUTHORIZING** the City Manager to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner's Fund into Parks Private Endowments and Donations Fund 430; and **AUTHORIZING** the transfer and appropriation of resources totaling \$825,500 from various Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached transfer schedule.

WHEREAS, the establishment of new capital improvement program project accounts in the Parks Department is necessary to facilitate the funding of various projects in various locations throughout the park system; and

WHEREAS, sufficient resources are currently available in the Cincinnati Board of Park Commissioner's Fund and in Restricted Funds 318, 329, 430, and 752 to cover these appropriations; and

WHEREAS, there are no new FTEs associated with these transfers; and

WHEREAS, these capital projects are in accordance with the Sustain goal to "preserve our natural and built environment" and strategy to "protect our natural resources," as well as the "Live" goal to "build a robust public life" and strategy to "develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people," as described on pages 150 - 152 and 194 - 196 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 hereby authorized to establish the following new capital improvements program project accounts: no. 980x203x222010, "Sawyer Point Tennis Building HVAC Upgrades," for the purpose of providing resources for HVAC improvements at the Sawyer Point Tennis Building; no. 980x203x222011, "Smale Riverfront Water Feature Repairs," for the purpose of providing resources for rehabilitation of water features at Smale Riverfront Park; no. 980x203x222012, "Mt. Airy Area 23 - Comfort Station

Renovation,” for the purpose of providing resources for the renovation of the comfort station located in Mt. Airy Forest; no. 980x203x222013, “Mt. Airy Area 23 – Bike Skills Area ADA Walkway,” for the purpose of providing resources for the design and construction of an walkway compliant with the Americans with Disabilities Act at the Bike Skills Area located in Mt. Airy Forest; no. 980x203x222014, “Ault Park Improvements – Caretaker’s House and Ault Pavilion,” for the purpose of providing resources for improvements to the caretaker’s house and pavilion at Ault Park; no. 980x203x222015, “Bettman Nature Center HVAC Upgrades,” for the purpose of providing resources for HVAC upgrades at the Bettman Nature Center; no. 980x203x222016, “Parks Signs/Furnishings/Fences/Railings Improvements,” for the purpose of providing resources for signs, furnishings, fences, and railing improvements at various Cincinnati parks; no. 980x203x222017, “Krohn Conservatory Building Improvements,” for the purpose of providing resources for design and construction of building improvements at Krohn Conservatory.

Section 2. That the City Manager is hereby authorized to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner’s Fund into Parks Private Endowment and Donations Fund 430.

Section 3. That the sum of \$825,500 is hereby transferred and appropriated from Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached Schedule of Transfer.

Section 4. That the proper City officials are hereby authorized to do all things necessary to use and expend the sums referenced in Sections 1 through 3 herein.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer the funding necessary to avoid a disruption in services.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Section A.

SCHEDULE OF TRANSFER

Appropriate: \$825,500.00

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Parks Admin & Program Services 203	318	Sawyer Point	222010	Sawyer Point Tennis Building HVAC Upgrades	0.00	10,000.00	10,000.00
	329	Cincinnati Riverfront Park	222011	Smale Riverfront Water Feature Repairs	0.00	150,000.00	150,000.00
	752	Park Board Permanent Improvement	222012	Mt. Airy Area 23 - Comfort Station Renovation	0.00	150,000.00	150,000.00
	752	Park Board Permanent Improvement	222013	Mt. Airy Area 23 – Bike Skills Area ADA Walkway	0.00	100,000.00	100,000.00
	430	Parks Private Endowment	222014	Ault Park Improvements – Caretaker's House and Ault Pavilion	0.00	87,500.00	87,500.00
	430	Parks Private Endowment	222015	Bettman Nature Center HVAC Upgrades	0.00	30,000.00	30,000.00
	430	Parks Private Endowment	222016	Parks Signs/Furnishings/Fences/Railings Improvements	0.00	40,000.00	40,000.00
	430	Parks Private Endowment	222017	Krohn Conservatory Building Improvements	0.00	258,000.00	258,000.00

October 20, 2021

To: Mayor and Members of City Council **202102996**

From: Paula Boggs Muething, City Manager

Subject: Ordinance – DOTE: Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

This Ordinance authorizes the City Manager to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

The Department of Transportation and Engineering (DOTE) identified four potential road grade crossing projects at the following locations: Anderson Ferry and River Road, Ashland Drive and River Road, Valvoline Drive and River Road, and 4335 River Road. These projects include upgrading traffic signal pre-emption equipment for at-grade rail crossings. If awarded, required local matching resources will come from existing DOTE capital projects. No new FTEs will be required.

This Ordinance is in accordance with the “Connect” goal to “Develop a regional transportation system that promotes economic vitality,” and strategy to “Support regional and intercity transportation initiatives,” as described on pages 139 – 145 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 grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

WHEREAS, the U.S. Department of Transportation Federal Rail Administration, under the Consolidated Rail Infrastructure and Safety Improvements Program, has made grant funds available to local agencies for various rail safety improvement projects; and

WHEREAS, the Department of Transportation and Engineering has identified four potential road grade crossing projects at the following locations: Anderson Ferry and River Road, Ashland Drive and River Road, Valvoline Drive and River Road, and 4335 River Road, which include upgrading traffic signal pre-emption equipment for at-grade rail crossings; and

WHEREAS, local match funds would be required for acceptance, which will come from existing DOTE capital projects; and

WHEREAS, no additional FTEs are associated with these grants; and

WHEREAS, this Ordinance is in accordance with the “Connect” goal to “develop a regional transportation system that promotes economic vitality,” and strategy to “support regional and intercity transportation initiatives,” as described on pages 139 – 145 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

October 20, 2021

To: Mayor and Members of City Council **202102997**

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – OES: Greater Cincinnati Foundation (GCF) Urban Agriculture Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$25,000 from the Greater Cincinnati Foundation to the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x7400 for the purpose of providing resources to support the City's Urban Agriculture Program; and **AUTHORIZING** the Finance Director to deposit the grant resources into General Fund revenue account no. 050x8571.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$25,000 from the Greater Cincinnati Foundation to the Office of Environment and Sustainability (OES)'s General Fund non-personnel operating budget account no. 050x104x7400 for the purpose of providing resources to support the City's Urban Agriculture Program. This Emergency Ordinance also authorizes the Finance Director to deposit the grant resources into General Fund revenue account no. 050x8571.

The Greater Cincinnati Foundation grant requires no local match or new FTEs.

The Office of Environment and Sustainability has already applied for this grant but will not accept any funds without the approval of the City Council.

The Urban Agriculture Program supports the goals to have "100% of residents have convenient access to healthy, affordable foods" and "Triple acreage of urban food production," as described on pages 126-130 of the Green Cincinnati Plan (2018).

This Emergency Ordinance is also in accordance with the "Sustain" goal to "Become a healthier Cincinnati" and strategy to "Create a healthy environment and reduce energy consumption," as described on pages 181-186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept grant resources in a timely manner so the Urban Agriculture Program can continue to provide essential food services.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

CFG

-2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$25,000 from the Greater Cincinnati Foundation to the Office of Environment and Sustainability’s General Fund non-personnel operating budget account no. 050x104x7400 for the purpose of providing resources to support the City’s Urban Agriculture Program; and **AUTHORIZING** the Finance Director to deposit the grant resources into General Fund revenue account no. 050x8571.

WHEREAS, there is a grant available in the amount of up to \$25,000 from the Greater Cincinnati Foundation for the purpose of providing resources to support the City’s Urban Agriculture Program; and

WHEREAS, on May 16, 2018, the City Council adopted the original version of the 2018 Green Cincinnati Plan with its full list of recommendations in Motion No. 201800830; and

WHEREAS, the Urban Agriculture Program supports the goals to have “100% of residents have convenient access to healthy, affordable foods” and “[t]riple acreage of urban food production,” as described on pages 126-130 of the Green Cincinnati Plan (2018); and

WHEREAS, the Greater Cincinnati Foundation grant requires no local match, and there are no new FTEs associated with this grant; and

WHEREAS, the Office of Environment and Sustainability has already applied for the grant but will not accept any funds without approval of Council; and

WHEREAS, this ordinance is in accordance with the “Sustain” goal to “Become a healthier Cincinnati,” and strategy to “Create a healthy environment and reduce energy consumption,” as described on pages 181-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to \$25,000 from the Greater Cincinnati Foundation to the Office of Environment and Sustainability’s General Fund non-personnel operating budget account no. 050x104x7400 for the purpose of providing resources to support the City’s Urban Agriculture Program.

Section 2. That the Director of Finance is hereby authorized to deposit the grant resources into General Fund revenue account no. 050x8571.

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 of Sections 1 and 2 herein.

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 accept grant resources in a timely manner so the Urban Agriculture Program can continue to provide essential food services.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

October 20, 2021

To: Mayor and Members of City Council 2021029998
From: Paula Boggs Muething, City Manager
Subject: **Ordinance – Authorizing Lease and Management Agreement with The Northside Business Association**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a *Lease and Management Agreement* with The Northside Business Association, pursuant to which the City will lease a public parking lot commonly known as the Lingo Street Parking Lot in the Northside neighborhood for up to 20 years.

BACKGROUND/CURRENT CONDITIONS

The subject ordinance would authorize the continuation of a longstanding arrangement in which a City-owned parking lot has been operated by a non-profit neighborhood group in Northside, similar to how other City-owned public parking lots are operated in neighborhoods such as Corryville, Hyde Park, and East Walnut Hills.

The City owns several parcels of real estate at 4162-4166 Hamilton Ave. and 1557 Chase Ave. (“Property”) within a parking lot located near the intersection of Hamilton Ave. and Lingo St., commonly known as the Lingo Street Parking Lot or Lingo Lot. The Lingo Lot is located within the heart of the Northside business district and serves as critical parking infrastructure to support the many nearby businesses along Hamilton Ave.

The Lingo Lot’s unique ownership dates back to at least the 1970s; the City owns roughly 70% of the parking lot, while The Northside Business Association (“NBA” or “Lessee”) owns roughly 30%. NBA’s portion is located in the middle section and bisects the Lingo Lot. Since the 1990s, the City has leased the Property to NBA, which has allowed the Lingo Lot to be efficiently managed under a single operator that also owns and operates other public parking lots in Northside. The most recent lease and management agreement between the City and NBA, which was executed in 2016, expired in 2021. Since that time, NBA has continued to lease the Property on a month-to-month basis.

During the most recent lease term, NBA worked with the City to successfully implement digital payment technology in each of its parking lots – including the Lingo Lot. NBA was also successful in introducing increased hourly parking rates that are closer to market rates, and in bringing in a professional parking management company to handle the day-to-day operations. These important steps have allowed NBA to increase its revenue collections, improve compliance, reduce volunteer strain, and stabilize the operations of its parking system. The modest net operating income produced from these parking lots

either goes toward capital improvements to the parking lots or is invested back into other NBA projects that enhance the business district.

LESSEE INFORMATION

The Lessee, The Northside Business Association, is a nonprofit organization that has existed under several different names since 1907, making it one of the oldest such organizations in Cincinnati. As previously mentioned, Lessee has a long history of operating business district parking lots in Northside, as well as implementing numerous economic development projects within the business district, often in collaboration with the City and/or the other associations in Northside such as NEST and NCC.

DESCRIPTION OF PROPOSED LEASE

Under the proposed terms of a new lease (“Lease”), the City would lease the Property to Lessee for an initial (5)-year term as a public parking lot for the benefit of the general public. In addition to the initial term, there would be (3) renewal periods of (5) years each. As long as the parties continue to renew every 5 years, the Lease would run for up to 20 years. The Lease is a “fully net” lease, meaning that the Lessee is responsible for all costs associated with operation, maintenance, repair, and replacement of the Property, including any real estate taxes.

The City determined that the Property has a fair market rental value of approximately \$12,300 per year. However, the City is agreeable to lease the Property to the Lessee for \$0 because the City will receive benefits from the Lease that equal or exceed the fair market value in that the City will be relieved of the expense and administrative burden of the operation and maintenance of the Property. The Lease also requires that all revenue derived from the use of the Property are restricted funds to be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements in the Northside business district.

The proposed Lease terms were approved by the City Planning Commission at its meeting on September 17, 2021.

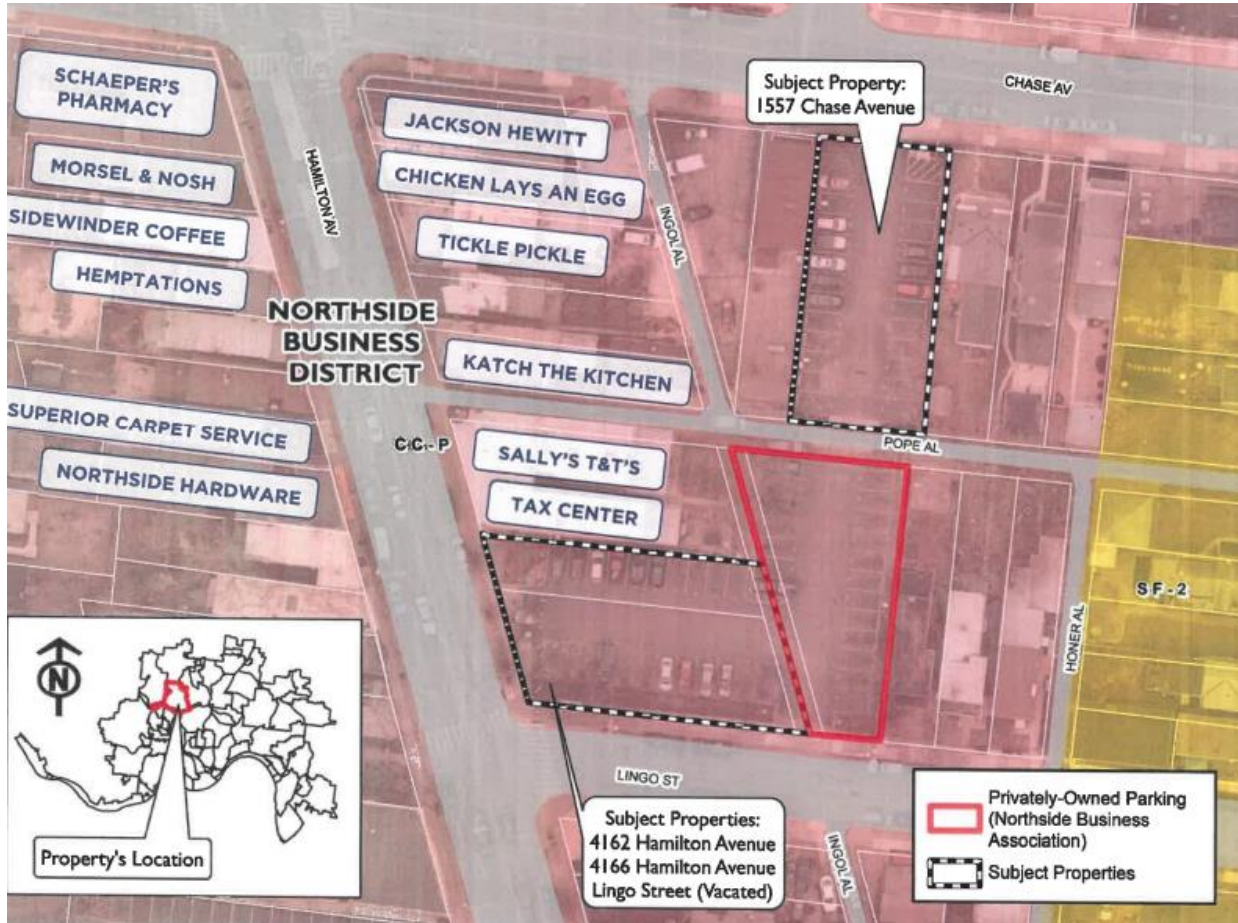
RECOMMENDATION

The Administration recommends approval of this Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



City of Cincinnati

CHM

AWG

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to execute a *Lease and Management Agreement* with The Northside Business Association, pursuant to which the City will lease a public parking lot commonly known as the Lingo Street Parking Lot in the Northside neighborhood for up to 20 years.

WHEREAS, the City owns a public parking lot commonly known as the Lingo Street Parking Lot, which parking lot is comprised of (i) certain real property located at the northeast corner of the intersection of Lingo Street and Hamilton Avenue; and (ii) certain real property generally lying between Chase Avenue and Pope Alley in Northside (the "Property"), which Property is under the management of the Department of Community and Economic Development ("DCED"); and

WHEREAS, the City presently leases the Property to The Northside Business Association, an Ohio nonprofit corporation ("Operator") pursuant to a *Lease and Management Agreement* that expired on January 27, 2021, and the *Lease and Management Agreement* has continued on a month-to-month basis since that time; and

WHEREAS, Operator desires to continue to lease and manage the Property as a parking lot for the benefit of the general public for up to an additional 20 years (namely, an initial 5-year term, followed by three successive 5-year renewal terms), as further described in a *Lease and Management Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Agreement"); and

WHEREAS, the City Manager, in consultation with DCED, has determined that (i) the Property is not needed for a municipal purpose for the duration of the lease; and (ii) leasing the Property to Operator is not adverse to the City's retained interest in the Property; and

WHEREAS, the City's Real Estate Services Division has determined by professional appraisal that the fair market rental value of the Property is approximately \$12,300 per year, however the City has agreed to lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of the Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property and to use any and all excess parking revenue to pay for the construction of City-approved public improvements to the Northside neighborhood business district for the benefit of the City; 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

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on September 17, 2021; 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 execute a *Lease and Management Agreement* (the “Agreement”) with The Northside Business Association, an Ohio nonprofit corporation (“Operator”), 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 certain real property located in the Northside neighborhood and designated as Hamilton County, Ohio Auditor’s Parcel Nos.: (i) 196-22-9 (-9 & -10 cons.); (ii) 196-22-8; (iii) 196-22-168; and (iv) 196-22-12 (-12 & -13 cons.) (the “Property”) for up to 20 years (namely, an initial 5-year term, followed by 3 successive 5-year renewal terms).

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

Section 3. That leasing the Property to Operator is not adverse to the City’s retained interest in the Property.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Property is in the best interest of the City because: (i) Operator is a local neighborhood nonprofit organization with a mission to promote the general welfare of the Northside neighborhood; (ii) Operator has demonstrated experience managing and operating public parking lots in Northside and owns and operates a public parking lot that abuts the Property; and (iii) all revenue derived from the Property will be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements within the Northside business district.

Section 5. That the City’s Real Estate Services Division has determined by professional appraisal that the fair market rental value of the Property is approximately \$12,300 per year, however the City will lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of the Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property and to use any and all excess parking revenue to pay for the construction of City-approved public improvements to the Northside neighborhood business district for the benefit of the City.

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 Agreement, including, without limitation, executing any and all ancillary documents associated with the Agreement, such as amendments or supplements to the Agreement deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: 4162 and 4166 Hamilton Avenue and 1557 Chase Avenue

LEASE AND MANAGEMENT AGREEMENT

This Lease and Management Agreement ("**Agreement**") is made and entered into effect as of the **Effective Date** (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**", as lessor), and **The Northside Business Association**, an Ohio nonprofit corporation, the address of which is 4125 Hamilton Avenue, Cincinnati, OH 45223 ("**Operator**").

Recitals:

A. The City owns certain real property located in the Northside neighborhood designated as Hamilton County, Ohio Auditor's Parcel Nos.: (i) 196-22-9 (-9 & -10 cons.), (ii) 196-22-8, (iii) 196-22-168, and (iv) 196-22-12 (-12 & -13 cons.), as more particularly depicted on Exhibit A (Site Map) (collectively, the "**Property**").

B. Pursuant to a *Lease and Management Agreement* dated January 27, 2016 (the "**2016 Agreement**") the City leased the Property to Operator as a public parking lot for the benefit of the general public. The 2016 Agreement expired on January 27, 2021, and Operator has continued to Lease the Property on a month-to-month basis since that time.

C. The parties desire to enter into this Agreement pursuant to which the City will lease the Property to Operator for an initial five (5) year period, with three (3) optional renewal periods of five (5) years each.

D. The City has determined that the Property is not needed for any municipal purpose during the term of this Lease.

E. The fair market rental value of the Property, as determined by the City's Real Estate Services Division, is approximately \$12,300/year, however the City is agreeable to lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of this Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property, and to use any and all excess parking revenue to pay for the construction of City approved public improvements to the Northside neighborhood business district, for the benefit of the City.

F. The City has determined that eliminating competitive bidding is in the best interest of the public because (i) Operator is a local neighborhood nonprofit organization with a mission to promote the general welfare of the Northside community, (ii) Operator has demonstrated experience managing and operating public parking lots in the neighborhood and owns and operates a public parking lot that abuts the Property, and (iii) Operator acknowledges and agrees that all revenue derived from the use of Property are restricted funds to be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements within the local business district.

G. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the lease of the Property at its meeting on September 17, 2021.

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

NOW THEREFORE, the parties hereby agree as follows:

1. GRANT OF LEASEHOLD.

(A) Grant. On the terms and conditions set forth in this Agreement, the City does hereby lease the Property to Operator, and Operator does hereby lease the Property from the City, for the Term established under section 2 below. The City leases the Property to Operator subject to any and all easements, covenants, restrictions and other matters of record, matters that would be disclosed upon an ordinary inspection or survey of the Property, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties. The City has not made any representations or warranties concerning the condition or characteristics of the Property or the suitability or fitness of the Property for the Permitted Use, and Operator is not relying upon any such representations or warranties from the City. On the Commencement Date (as defined in section 2 below), Operator shall accept the Property in "as is" condition. During the Term, Operator shall not grant any easements or otherwise encumber the title to the Property without the City's prior written consent. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Property as may be deemed reasonably necessary by the City so long as such actions do not unreasonably impair the rights granted to Operator under this Agreement.

(B) City's Right to Inspect Property. The City hereby reserves the right for its employees and agents to enter upon the Property from time to time for any proper purpose, provided, however, that in exercising such rights, (i) the City shall not unreasonably disrupt Operator's use of the Property for the Permitted Use, and (ii) except in emergencies, the City shall give Operator reasonable written notice prior to entering the Property.

2. TERM; RENEWAL OPTIONS

(A) Initial Term (5 years). The term ("Term") of this Agreement shall commence on the Effective Date (also referred to herein as the "**Commencement Date**"), and, unless extended or sooner terminated in accordance with the provisions of this Agreement, shall expire on the five-year anniversary thereof. All obligations of Operator under this Agreement that have accrued but have not been fully performed as of the expiration or sooner termination of the Term of this Agreement, including without limitation indemnity obligations, shall survive such expiration or termination until fully performed. Notwithstanding anything herein to the contrary, if the City determines that it needs the Property or any portion thereof for a municipal purpose, the City shall have the right to terminate this Agreement at any time by giving Grantor a written notice of termination no less than sixty (60) days prior to the effective date of such termination as specified in the City's notice. The parties acknowledge and agree that the 2016 Agreement shall terminate effective as of the Commencement Date.

(B) Renewal Options (three five-year extensions). Provided that, at the time that Operator exercises each renewal option and on the commencement date of the applicable renewal period Operator is not in default under this Agreement beyond any applicable notice or cure period provided for herein, Operator shall have the right to renew the Term of this Agreement for three (3) successive renewal periods of five (5) years each (each, a "**Renewal Period**"), on the same terms and conditions as set forth in this Agreement except that, after the third Renewal Period, Operator shall have no further renewal options (unless otherwise agreed to by the parties in a written amendment to this Agreement). To exercise each renewal option, Operator must give the City written notice thereof no less than sixty (60) days prior to the date that the then current term would otherwise have expired.

3. PERMITTED USE. Throughout the Term, Operator shall continuously operate the Property as a public parking lot, open to the general public. Operator shall obtain and maintain all necessary licenses and permits and shall operate and maintain the parking lot in compliance with all applicable

federal, state, and local laws, codes, ordinances and other governmental requirements (collectively, "Legal Requirements").

4. RENT.

(A) Base Rent. \$0.00/year.

(B) Additional Rent. This is a "fully net" lease, and throughout the Term, Operator shall pay all costs associated with the operation, maintenance, repair and replacement of the Property, including without limitation charges for electricity, water, sewer, telephone and all other utilities, insurance costs, real estate taxes and installments of assessments that may become due and payable during the Term, salaries, wages and benefits paid to persons employed in connection with the operation of the parking lot, and all other costs associated with the Property (collectively, "Management Costs"). Operator shall make such payments directly to the persons or entities to whom such payments are owed. To the extent that the City, rather than Operator, pays any costs that would otherwise be payable by Operator as Management Costs, Operator shall reimburse the City for such costs, as additional rent, within thirty (30) days after Operator's receipt of documentation substantiating such costs.

(C) Real Estate Taxes. As provided in section 4(B) above, Operator shall pay all real estate taxes and installments of assessments coming due during the Term, including without limitation real estate taxes and assessments that are allocable to periods prior to the Effective Date. During any period during which the Property is not exempt from real estate taxes, Operator shall furnish the City with evidence of payment upon payment of each semi-annual tax bill. If Operator institutes proceedings to contest the validity or amount of real estate taxes on the Property, the City shall cooperate with Operator (it being acknowledged that the City shall have no obligation to incur any costs or expense in so doing) to the extent that the participation of the owner of the Property is required, but Operator may not defer payment of the real estate taxes during such contest. Operator shall be entitled to any and all amounts recovered which relate to tax payments previously made by Operator. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Operator's contest and reserves the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public.

(D) Late Charges. If Operator fails to pay any sum due to the City hereunder, and the same remains overdue for longer than thirty (30) days past the due date, the overdue amount shall thereafter bear interest until paid at ten percent (10%).

5. OPERATION OF THE PROPERTY.

(A) Hours of Operation. Operator shall keep the parking lot open to the public 24 hours/day, 7 days/week, 52 weeks/year, or such other hours as may be approved by the City from time to time.

(B) Maintenance, Repairs and Services. Throughout the Term, Operator shall maintain the Property in good, clean and safe condition and repair, and shall provide all cleaning, garbage removal, snow and ice removal, security and other services, consistent with public parking facilities of similar age, size, quality and amenities within the City and outside of the downtown area as determined from time to time by the City. *The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Property.*

(C) Reporting of Accidents and Other Significant Occurrences. Operator shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting the Property that involve public health or safety issues or that could lead to negative publicity. Operator shall notify the City within 48 hours of break-ins and assaults. For all incidents for which a police report is filed, Operator shall promptly obtain a copy of the police report and promptly provide a copy of it to the City's Department of Community and Economic Development.

(D) Parking Fees. Operator, with the City's prior written consent, shall establish an hourly, daily and monthly parking fee for the parking lot. Operator shall charge the same parking fees to all members of the public (i.e., Operator may not selectively charge certain members of the public to park at the Property while permitting others to park for free or at a discounted rate).

(E) Revenue. Operator shall collect and retain all revenue generated by the operation of the Property and shall use the same to pay for Management Costs. After payment of all Management Costs in any given year, Operator shall be permitted to use any and all remaining revenue with respect to such year to pay for neighborhood business district improvement projects that meet public purposes and that are approved in advance in writing by the City's Department of Community and Economic Development.

(F) Reserved Parking Spaces. Unless a greater number is approved in writing by the City, Operator shall not designate more than twenty percent (20%) of the total parking spaces in the Property as reserved parking spaces. All remaining spaces shall be unreserved.

(G) Parking Operator. If Operator hires an independent parking operator to manage and operate the Property, each such parking operator shall be subject to the City's written approval. Operator shall provide the City with a copy of each proposed parking management agreement no less than thirty (30) days prior to the date on which such agreement will go into effect. The hiring by Operator of a parking operator for the Property shall not relieve Operator from any obligations or liability under this Agreement.

(H) Reports. Operator shall collect, maintain, and furnish the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Operator or the Property, including without limitation bank statements, loan statements, income tax returns, and such other reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (all reports, records, statements and other information furnished by Operator under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Operator and furnished to the City shall be in such form as the City may from time to time require. During the Term, Operator shall permit the City and its designees and auditors to have access to and to inspect and audit Operator's Records and Reports. If the City's inspection or audit reveals a material discrepancy with information previously provided by Operator, Operator shall reimburse the City for the City's out-of-pocket costs associated with such inspection or audit.

6. ALTERATIONS; SIGNS; NO LIENS.

(A) Alterations. During the Term, Operator shall not make any material alterations, additions or other changes to the Property without the prior written consent of the City. Operator shall have the right to make all minor and cosmetic-type alterations to the Property without having to obtain the City's prior consent. All alterations made by Operator shall be made in a good and workmanlike manner, in compliance with all applicable Legal Requirements, shall not diminish the fair market value of the Property, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Property. If Operator installs any trade fixtures, ordinary fixtures, or parking equipment to service the parking lot, Operator shall not thereafter remove the same and shall surrender the same to the City at the end to the Term without compensation.

(B) Signs. Operator shall be permitted to erect such directional, informational and other signs on the Property as Operator deems appropriate provided that all such signs are professionally prepared, comply with all Legal Requirements, and satisfy the City's requirements with respect to size, design, content, and location. Operator shall, at its expense, keep all signs in good condition and repair.

(C) **No Liens.** If any mechanics' lien or other similar lien is filed against the Property as a result of labor or material furnished at Operator's request, Operator shall cause the lien to be released or bonded off within thirty (30) days following the filing of such lien.

7. INSURANCE; INDEMNITY.

(A) **Insurance.** Throughout the Term, Operator shall maintain, or cause to be maintained, the following insurance: (i) a standard form of Commercial General Liability insurance policy in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured; (ii) property insurance on all Operator's personal property kept at the Property (if any) in such amount as Operator from time to time deems commercially reasonable; and (iii) such other insurance as may from time to time be required by the City's Risk Management Division.

(B) **Policy Requirements.** Operator's insurance policies shall: (i) be 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, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City, if any. On the Effective Date and thereafter on an annual basis, Operator shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Operator hereunder.

(C) **Waiver of Subrogation.** Operator hereby waives all claims and rights of recovery, and on behalf of Operator's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Operator, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Operator shall at all times protect itself against such loss or damage by maintaining adequate insurance. Operator shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) **Indemnity.** The City assumes no responsibility for any acts, errors or omissions of Operator or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Operator. Operator shall defend, indemnify and hold the City, its council members, officers, employees and agents harmless from and against all costs, losses, claims, damages, liabilities, actions, claims for relief of every kind and character, expenses, including legal expenses, and obligations, financial or otherwise, arising either directly or indirectly out of Operator's performance of its responsibilities under this Agreement. All indemnity obligations and assumption of liabilities herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement.

8. CASUALTY; EMINENT DOMAIN. If the Property is damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain, Operator shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence. The City and Operator shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. Such proceeds shall be payable to the City as the owner of the Property; however, the City shall make available to Operator so much of the proceeds as are needed to repair and restore the Property. If the proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Operator shall handle all construction in accordance with the City's standard construction requirements. Operator shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Property is being repaired or restored.

9. DEFAULT; REMEDIES.

(A) **Default.** The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of Operator to make any required payment when due or perform any obligation under this Agreement, and failure by Operator to correct such failure within thirty (30) days after Operator's receipt of written notice thereof from the City; provided, however, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Operator shall not be in default so long as Operator commence to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Operator's receipt of the City's initial notice of default. The foregoing notwithstanding, if Operator's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Operator fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of Operator, the filing of bankruptcy or insolvency proceedings by it, or the making by it of an assignment for the benefit of creators; or

(iii) The filing of bankruptcy or insolvency proceedings against Operator, or the appointment of a receiver (temporary or permanent) for it, or the attachment of, levy upon, or seizure by legal process of any of its properties, that, in each such event, is not released within 60 days after the filing thereof.

(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 City shall be entitled to: (i) terminate this Agreement by giving Operator written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Operator, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. Operator shall be liable for all costs and damages, including without limitation attorneys' fees suffered or incurred by the City as a result of a default of Operator under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City 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.

10. ASSIGNMENT AND SUBLETTING. Operator shall not assign its interests under this Agreement, or sublet all or any portion of the Property, without the prior written consent of the City.

11. SURRENDER; HOLDOVER.

(A) Surrender. On the last day of the Term of this Agreement, Operator shall surrender the Property to the City in good condition and repair, reasonable wear and tear expected, and free and clear of all liens and other encumbrances created by Operator (if any) and on or before the last day of the Term, Operator shall remove all of Operator's tools and other personal property and any property not so removed shall be deemed abandoned, provided, however, that unless required by the City, Operator shall not remove any signs, trade fixtures, ordinary fixtures or parking equipment used in connection with the Property. Operator shall promptly repair any and all damage to the Property caused by its removal of any items under this paragraph.

(B) Holdover. If Operator fails to surrender possession of the Property to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable by the City at any time by giving written notice thereof to Operator. Operator shall be liable for all costs and damages suffered or incurred by the City as a result of Operator's holding over.

(C) Documents to be Delivered to City. On the last day of the Term, Operator shall deliver to the City originals of all unpaid invoices, Management manuals, warranty information, books and records, contracts with third parties, and all other written materials and documents that are in Operator's possession or under Operator's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Property.

12. NOTICES. All notices required to be given to any party under this Agreement shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a reputable courier service (e.g., Federal Express), to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:

City of Cincinnati
Director of Community and Economic Development
805 Central Avenue
Suite 700
Cincinnati, OH 45202

To Operator:

The Northside Business Association
4125 Hamilton Avenue
Cincinnati, OH 45223
Attn: President

If Operator sends a notice to the City alleging that the City is in breach of this Agreement, Operator shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. GENERAL PROVISIONS.

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

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

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

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

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

(G) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office. At the request of either party, the parties shall execute a memorandum of Agreement for recording purposes.

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

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

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

(K) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future 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 Agreement shall be personally liable under this Agreement.

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

(M) Appropriation of Funds. Notwithstanding anything in this Agreement, the City's performance of its obligations under the Agreement that require the expenditure of money is subject to the appropriation of funds for such purposes by Cincinnati City Council.

(N) Counterpart; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(O) Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Site Map*

[*Signature Pages Follow*]

This Agreement is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

Recommended By:

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

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[Operator's Signature Page Follows]

THE NORTHSIDE BUSINISS ASSOCIATION,
an Ohio nonprofit corporation

By: _____

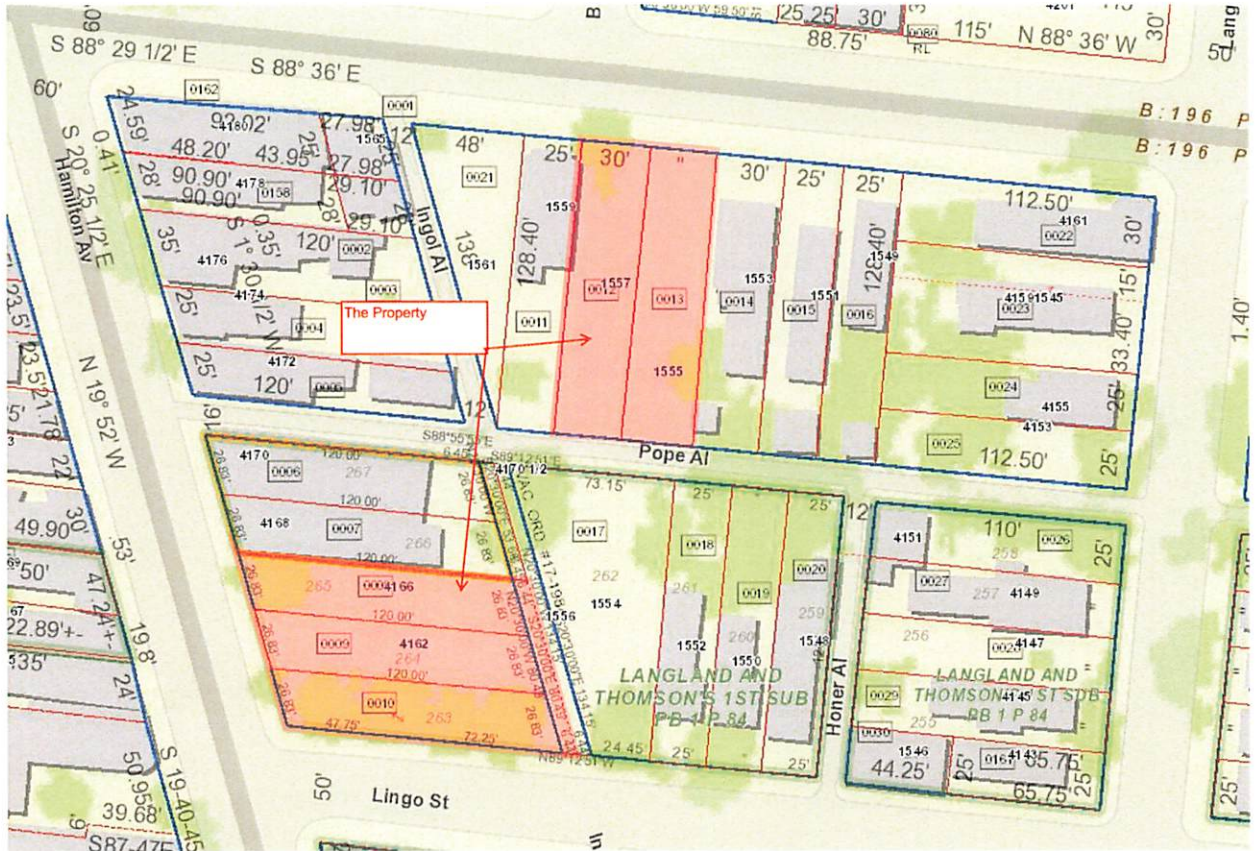
Printed name: _____

Title: _____

Date: _____, 2021

EXHIBIT A
to Lease and Management Agreement

SITE MAP



Property: 4162 and 4166 Hamilton Avenue and 1557 Chase Avenue

LEASE AND MANAGEMENT AGREEMENT

This Lease and Management Agreement (“**Agreement**”) is made and entered into effect as of the **Effective Date** (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**”, as lessor), and **The Northside Business Association**, an Ohio nonprofit corporation, the address of which is 4125 Hamilton Avenue, Cincinnati, OH 45223 (“**Operator**”).

Recitals:

A. The City owns certain real property located in the Northside neighborhood designated as Hamilton County, Ohio Auditor’s Parcel Nos.: (i) 196-22-9 (-9 & -10 cons.), (ii) 196-22-8, (iii) 196-22-168, and (iv) 196-22-12 (-12 & -13 cons.), as more particularly depicted on Exhibit A (Site Map) (collectively, the “**Property**”).

B. Pursuant to a *Lease and Management Agreement* dated January 27, 2016 (the “**2016 Agreement**”) the City leased the Property to Operator as a public parking lot for the benefit of the general public. The 2016 Agreement expired on January 27, 2021, and Operator has continued to Lease the Property on a month-to-month basis since that time.

C. The parties desire to enter into this Agreement pursuant to which the City will lease the Property to Operator for an initial five (5) year period, with three (3) optional renewal periods of five (5) years each.

D. The City has determined that the Property is not needed for any municipal purpose during the term of this Lease.

E. The fair market rental value of the Property, as determined by the City’s Real Estate Services Division, is approximately \$12,300/year, however the City is agreeable to lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of this Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property, and to use any and all excess parking revenue to pay for the construction of City approved public improvements to the Northside neighborhood business district, for the benefit of the City.

F. The City has determined that eliminating competitive bidding is in the best interest of the public because (i) Operator is a local neighborhood nonprofit organization with a mission to promote the general welfare of the Northside community, (ii) Operator has demonstrated experience managing and operating public parking lots in the neighborhood and owns and operates a public parking lot that abuts the Property, and (iii) Operator acknowledges and agrees that all revenue derived from the use of Property are restricted funds to be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements within the local business district.

G. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the lease of the Property at its meeting on September 17, 2021.

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

NOW THEREFORE, the parties hereby agree as follows:

1. GRANT OF LEASEHOLD.

(A) Grant. On the terms and conditions set forth in this Agreement, the City does hereby lease the Property to Operator, and Operator does hereby lease the Property from the City, for the Term established under section 2 below. The City leases the Property to Operator subject to any and all easements, covenants, restrictions and other matters of record, matters that would be disclosed upon an ordinary inspection or survey of the Property, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties. The City has not made any representations or warranties concerning the condition or characteristics of the Property or the suitability or fitness of the Property for the Permitted Use, and Operator is not relying upon any such representations or warranties from the City. On the Commencement Date (as defined in section 2 below), Operator shall accept the Property in "as is" condition. During the Term, Operator shall not grant any easements or otherwise encumber the title to the Property without the City's prior written consent. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Property as may be deemed reasonably necessary by the City so long as such actions do not unreasonably impair the rights granted to Operator under this Agreement.

(B) City's Right to Inspect Property. The City hereby reserves the right for its employees and agents to enter upon the Property from time to time for any proper purpose, provided, however, that in exercising such rights, (i) the City shall not unreasonably disrupt Operator's use of the Property for the Permitted Use, and (ii) except in emergencies, the City shall give Operator reasonable written notice prior to entering the Property.

2. TERM; RENEWAL OPTIONS

(A) Initial Term (5 years). The term ("**Term**") of this Agreement shall commence on the Effective Date (also referred to herein as the "**Commencement Date**"), and, unless extended or sooner terminated in accordance with the provisions of this Agreement, shall expire on the five-year anniversary thereof. All obligations of Operator under this Agreement that have accrued but have not been fully performed as of the expiration or sooner termination of the Term of this Agreement, including without limitation indemnity obligations, shall survive such expiration or termination until fully performed. Notwithstanding anything herein to the contrary, if the City determines that it needs the Property or any portion thereof for a municipal purpose, the City shall have the right to terminate this Agreement at any time by giving Grantor a written notice of termination no less than sixty (60) days prior to the effective date of such termination as specified in the City's notice. The parties acknowledge and agree that the 2016 Agreement shall terminate effective as of the Commencement Date.

(B) Renewal Options (three five-year extensions). Provided that, at the time that Operator exercises each renewal option and on the commencement date of the applicable renewal period Operator is not in default under this Agreement beyond any applicable notice or cure period provided for herein, Operator shall have the right to renew the Term of this Agreement for three (3) successive renewal periods of five (5) years each (each, a "**Renewal Period**"), on the same terms and conditions as set forth in this Agreement except that, after the third Renewal Period, Operator shall have no further renewal options (unless otherwise agreed to by the parties in a written amendment to this Agreement). To exercise each renewal option, Operator must give the City written notice thereof no less than sixty (60) days prior to the date that the then current term would otherwise have expired.

3. PERMITTED USE. Throughout the Term, Operator shall continuously operate the Property as a public parking lot, open to the general public. Operator shall obtain and maintain all necessary licenses and permits and shall operate and maintain the parking lot in compliance with all applicable

federal, state, and local laws, codes, ordinances and other governmental requirements (collectively, “**Legal Requirements**”).

4. RENT.

(A) Base Rent. \$0.00/year.

(B) Additional Rent. This is a “fully net” lease, and throughout the Term, Operator shall pay all costs associated with the operation, maintenance, repair and replacement of the Property, including without limitation charges for electricity, water, sewer, telephone and all other utilities, insurance costs, real estate taxes and installments of assessments that may become due and payable during the Term, salaries, wages and benefits paid to persons employed in connection with the operation of the parking lot, and all other costs associated with the Property (collectively, “**Management Costs**”). Operator shall make such payments directly to the persons or entities to whom such payments are owed. To the extent that the City, rather than Operator, pays any costs that would otherwise be payable by Operator as Management Costs, Operator shall reimburse the City for such costs, as additional rent, within thirty (30) days after Operator’s receipt of documentation substantiating such costs.

(C) Real Estate Taxes. As provided in section 4(B) above, Operator shall pay all real estate taxes and installments of assessments coming due during the Term, including without limitation real estate taxes and assessments that are allocable to periods prior to the Effective Date. During any period during which the Property is not exempt from real estate taxes, Operator shall furnish the City with evidence of payment upon payment of each semi-annual tax bill. If Operator institutes proceedings to contest the validity or amount of real estate taxes on the Property, the City shall cooperate with Operator (it being acknowledged that the City shall have no obligation to incur any costs or expense in so doing) to the extent that the participation of the owner of the Property is required, but Operator may not defer payment of the real estate taxes during such contest. Operator shall be entitled to any and all amounts recovered which relate to tax payments previously made by Operator. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Operator’s contest and reserves the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public.

(D) Late Charges. If Operator fails to pay any sum due to the City hereunder, and the same remains overdue for longer than thirty (30) days past the due date, the overdue amount shall thereafter bear interest until paid at ten percent (10%).

5. OPERATION OF THE PROPERTY.

(A) Hours of Operation. Operator shall keep the parking lot open to the public 24 hours/day, 7 days/week, 52 weeks/year, or such other hours as may be approved by the City from time to time.

(B) Maintenance, Repairs and Services. Throughout the Term, Operator shall maintain the Property in good, clean and safe condition and repair, and shall provide all cleaning, garbage removal, snow and ice removal, security and other services, consistent with public parking facilities of similar age, size, quality and amenities within the City and outside of the downtown area as determined from time to time by the City. *The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Property.*

(C) Reporting of Accidents and Other Significant Occurrences. Operator shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting the Property that involve public health or safety issues or that could lead to negative publicity. Operator shall notify the City within 48 hours of break-ins and assaults. For all incidents for which a police report is filed, Operator shall promptly obtain a copy of the police report and promptly provide a copy of it to the City’s Department of Community and Economic Development.

(D) Parking Fees. Operator, with the City's prior written consent, shall establish an hourly, daily and monthly parking fee for the parking lot. Operator shall charge the same parking fees to all members of the public (i.e., Operator may not selectively charge certain members of the public to park at the Property while permitting others to park for free or at a discounted rate).

(E) Revenue. Operator shall collect and retain all revenue generated by the operation of the Property and shall use the same to pay for Management Costs. After payment of all Management Costs in any given year, Operator shall be permitted to use any and all remaining revenue with respect to such year to pay for neighborhood business district improvement projects that meet public purposes and that are approved in advance in writing by the City's Department of Community and Economic Development.

(F) Reserved Parking Spaces. Unless a greater number is approved in writing by the City, Operator shall not designate more than twenty percent (20%) of the total parking spaces in the Property as reserved parking spaces. All remaining spaces shall be unreserved.

(G) Parking Operator. If Operator hires an independent parking operator to manage and operate the Property, each such parking operator shall be subject to the City's written approval. Operator shall provide the City with a copy of each proposed parking management agreement no less than thirty (30) days prior to the date on which such agreement will go into effect. The hiring by Operator of a parking operator for the Property shall not relieve Operator from any obligations or liability under this Agreement.

(H) Reports. Operator shall collect, maintain, and furnish the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Operator or the Property, including without limitation bank statements, loan statements, income tax returns, and such other reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (all reports, records, statements and other information furnished by Operator under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Operator and furnished to the City shall be in such form as the City may from time to time require. During the Term, Operator shall permit the City and its designees and auditors to have access to and to inspect and audit Operator's Records and Reports. If the City's inspection or audit reveals a material discrepancy with information previously provided by Operator, Operator shall reimburse the City for the City's out-of-pocket costs associated with such inspection or audit.

6. ALTERATIONS; SIGNS; NO LIENS.

(A) Alterations. During the Term, Operator shall not make any material alterations, additions or other changes to the Property without the prior written consent of the City. Operator shall have the right to make all minor and cosmetic-type alterations to the Property without having to obtain the City's prior consent. All alterations made by Operator shall be made in a good and workmanlike manner, in compliance with all applicable Legal Requirements, shall not diminish the fair market value of the Property, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Property. If Operator installs any trade fixtures, ordinary fixtures, or parking equipment to service the parking lot, Operator shall not thereafter remove the same and shall surrender the same to the City at the end to the Term without compensation.

(B) Signs. Operator shall be permitted to erect such directional, informational and other signs on the Property as Operator deems appropriate provided that all such signs are professionally prepared, comply with all Legal Requirements, and satisfy the City's requirements with respect to size, design, content, and location. Operator shall, at its expense, keep all signs in good condition and repair.

(C) No Liens. If any mechanics' lien or other similar lien is filed against the Property as a result of labor or material furnished at Operator's request, Operator shall cause the lien to be released or bonded off within thirty (30) days following the filing of such lien.

7. INSURANCE; INDEMNITY.

(A) Insurance. Throughout the Term, Operator shall maintain, or cause to be maintained, the following insurance: (i) a standard form of Commercial General Liability insurance policy in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured; (ii) property insurance on all Operator's personal property kept at the Property (if any) in such amount as Operator from time to time deems commercially reasonable; and (iii) such other insurance as may from time to time be required by the City's Risk Management Division.

(B) Policy Requirements. Operator's insurance policies shall: (i) be 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, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City, if any. On the Effective Date and thereafter on an annual basis, Operator shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Operator hereunder.

(C) Waiver of Subrogation. Operator hereby waives all claims and rights of recovery, and on behalf of Operator's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Operator, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Operator shall at all times protect itself against such loss or damage by maintaining adequate insurance. Operator shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Operator or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Operator. Operator shall defend, indemnify and hold the City, its council members, officers, employees and agents harmless from and against all costs, losses, claims, damages, liabilities, actions, claims for relief of every kind and character, expenses, including legal expenses, and obligations, financial or otherwise, arising either directly or indirectly out of Operator's performance of its responsibilities under this Agreement. All indemnity obligations and assumption of liabilities herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement.

8. CASUALTY; EMINENT DOMAIN. If the Property is damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain, Operator shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence. The City and Operator shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. Such proceeds shall be payable to the City as the owner of the Property; however, the City shall make available to Operator so much of the proceeds as are needed to repair and restore the Property. If the proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Operator shall handle all construction in accordance with the City's standard construction requirements. Operator shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Property is being repaired or restored.

9. DEFAULT; REMEDIES.

(A) Default. The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of Operator to make any required payment when due or perform any obligation under this Agreement, and failure by Operator to correct such failure within thirty (30) days after Operator's receipt of written notice thereof from the City; provided, however, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Operator shall not be in default so long as Operator commence to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Operator's receipt of the City's initial notice of default. The foregoing notwithstanding, if Operator's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Operator fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of Operator, the filing of bankruptcy or insolvency proceedings by it, or the making by it of an assignment for the benefit of creditors; or

(iii) The filing of bankruptcy or insolvency proceedings against Operator, or the appointment of a receiver (temporary or permanent) for it, or the attachment of, levy upon, or seizure by legal process of any of its properties, that, in each such event, is not released within 60 days after the filing thereof.

(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 City shall be entitled to: (i) terminate this Agreement by giving Operator written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Operator, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. Operator shall be liable for all costs and damages, including without limitation attorneys' fees suffered or incurred by the City as a result of a default of Operator under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City 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.

10. ASSIGNMENT AND SUBLETTING. Operator shall not assign its interests under this Agreement, or sublet all or any portion of the Property, without the prior written consent of the City.

11. SURRENDER; HOLDOVER.

(A) Surrender. On the last day of the Term of this Agreement, Operator shall surrender the Property to the City in good condition and repair, reasonable wear and tear expected, and free and clear of all liens and other encumbrances created by Operator (if any) and on or before the last day of the Term, Operator shall remove all of Operator's tools and other personal property and any property not so removed shall be deemed abandoned, provided, however, that unless required by the City, Operator shall not remove any signs, trade fixtures, ordinary fixtures or parking equipment used in connection with the Property. Operator shall promptly repair any and all damage to the Property caused by its removal of any items under this paragraph.

(B) Holdover. If Operator fails to surrender possession of the Property to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable by the City at any time by giving written notice thereof to Operator. Operator shall be liable for all costs and damages suffered or incurred by the City as a result of Operator's holding over.

(C) Documents to be Delivered to City. On the last day of the Term, Operator shall deliver to the City originals of all unpaid invoices, Management manuals, warranty information, books and records, contracts with third parties, and all other written materials and documents that are in Operator's possession or under Operator's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Property.

12. NOTICES. All notices required to be given to any party under this Agreement shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a reputable courier service (e.g., Federal Express), to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:

City of Cincinnati
Director of Community and Economic Development
805 Central Avenue
Suite 700
Cincinnati, OH 45202

To Operator:

The Northside Business Association
4125 Hamilton Avenue
Cincinnati, OH 45223
Attn: President

If Operator sends a notice to the City alleging that the City is in breach of this Agreement, Operator shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. GENERAL PROVISIONS.

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

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

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

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

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

(G) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office. At the request of either party, the parties shall execute a memorandum of Agreement for recording purposes.

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

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

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

(K) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future 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 Agreement shall be personally liable under this Agreement.

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

(M) Appropriation of Funds. Notwithstanding anything in this Agreement, the City's performance of its obligations under the Agreement that require the expenditure of money is subject to the appropriation of funds for such purposes by Cincinnati City Council.

(N) Counterpart; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(O) Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Site Map*

[*Signature Pages Follow*]

This Agreement is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

Recommended By:

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

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*Operator's Signature Page Follows*]

THE NORTHSIDE BUSINESS ASSOCIATION,
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

EXHIBIT A
to Lease and Management Agreement

SITE MAP



October 20, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102999

Subject: Notwithstanding Ordinance – 4780 Winton Road

Transmitted is a Notwithstanding Ordinance captioned:

AUTHORIZING the real property located at 4870 Winton Road in the Spring Grove Village neighborhood to be developed and used as a day care center NOTWITHSTANDING the use limitations contained chapter 1403, “Single-Family,” and Chapter 1405, “Residential Multi-Family,” of the Cincinnati Municipal Code and any other applicable zoning regulations that would restrict the property’s development and use as a day care center.

Summary

The applicant wishes to renovate the property at 4870 Winton Road and change the use from a two-family home to a day care center for 47 children. The site plan includes a two-story day care center, the expansion of the parking lot from four to eight spaces, and an outdoor play area. A day care center is not a permitted use in the SF-6 single-family zoning district or the adjacent RM-2.0 residential multi-family zoning district to the north but is permitted in the adjacent MA (Manufacturing Agricultural) zoning district across Winton Road to the west.

The applicant originally requested a zone change to MA, but the access drive to the property crosses property containing Winton Wood Apartments through an access easement, zoned RM-2.0, which does not allow a day care center use and would require a Use Variance from the Zoning Hearing Examiner. The MA zoning also requires a 35-foot bufferyard along residential property, which would require additional relief for the proposed parking lot. The MA zoning district also allows higher intensity uses beyond a day care center, which was a concern from the Spring Grove Village Community Council (SGVCC) and surrounding property owners.

Based on the relief that would be required to move the project forward in addition to a zone change to MA, along with feedback given by Spring Grove Village neighborhood leaders and surrounding property owners, the applicant amended their request to a Notwithstanding Ordinance (NWO) to allow for the construction and use of a day care center in the SF-6 zoning district, which addresses neighborhood concerns and removes the necessity for variances. The SGVCC supports the proposed Notwithstanding Ordinance.

The NWO is consistent with the criteria of Cincinnati Municipal Code Section 111-5 and is consistent with *Plan Cincinnati* (2012).

The Administration recommends Approval of this Notwithstanding Ordinance.

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

AUTHORIZING the real property located at 4870 Winton Road in the Spring Grove Village neighborhood to be developed and used as a day care center NOTWITHSTANDING the use limitations contained Chapter 1403, “Single-Family,” and Chapter 1405, “Residential Multi-Family,” of the Cincinnati Municipal Code and any other applicable zoning regulations that would restrict the property’s development and use as a day care center.

WHEREAS, Kevin and Melonie Longino (“Owners”) own the real property located at 4870 Winton Road in the Spring Grove Village neighborhood (“Property”), which property is located in the SF-6, “Single-Family,” zoning district and consists of one parcel containing an existing vacant residential structure; and

WHEREAS, the Property is accessed via an access easement through a separate parcel to the north, which contains the Winton Woods Apartments complex and is located in the RM-2.0 “Residential Multi-Family,” zoning district; and

WHEREAS, Hampton Architects, LLC (“Petitioner”), on behalf of the Owners, now seeks to develop the property for use as a day care center serving up to forty-seven children, including by renovating the existing building on the Property, expanding the existing parking lot from four to eight parking spaces, and constructing an outdoor play area (“Project”); and

WHEREAS, the Project is compatible with the surrounding residential land use in the area, would return a vacant residential building to productive use, and would provide a necessary service for the surrounding community and the adjacent Winton Woods Apartments complex; and

WHEREAS, the Petitioner has requested authorization to complete the Project notwithstanding certain zoning code provisions that would otherwise prevent the Property’s use as a day care center; and

WHEREAS, reasonable deviations from zoning code provisions that would otherwise prevent the Property’s use as a day care center will provide substantial public benefits by significantly increasing the availability of child care services for the surrounding residential area; and

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on October 15, 2021, upon considering the factors set forth in Cincinnati Municipal Code (“CMC”) Section 111-5, recommended the adoption of a notwithstanding ordinance authorizing the Project subject to certain conditions; and

WHEREAS, a legislative variance authorizing the Project is consistent with *Plan Cincinnati* (2012), specifically the goal to “[g]row our own by focusing on retention, expansion,

and relocation of existing businesses” (page 81) and the Action Step to “[i]mprove early childhood education programs” (page 106); and

WHEREAS, the Council finds that the Project will preserve the quality and character of the neighborhood by improving and rehabilitating an existing building that will fit within the context of Winton Road and the Spring Grove Village neighborhood; and

WHEREAS, the Council additionally finds that permitting the Project will not have an adverse effect on the character of the area or the public health, safety, and welfare, and the Project is in the best interests of the City and the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That, following its own independent review and consideration, the City Council incorporates the foregoing recitals as if fully rewritten herein, and it hereby confirms that the legislative variance criteria set forth in Section 111-5 of the Cincinnati Municipal Code are satisfied in all respects.

Section 2. That the Council specifically finds that a legislative variance authorizing the development and use of the property located at 4870 Winton Road in the Spring Grove Village neighborhood (including the area contained with the access easement that benefits the property) as a day care center (“Project”), which property is depicted on the map attached hereto as Exhibit A and incorporated herein by reference, will not have an adverse effect on the character of the surrounding area or the public's health, safety, and general welfare and that it is consistent with the purposes of the Cincinnati Municipal Code and the zoning districts within which the property is located.

Section 3. That the Council authorizes the construction of the Project and its use as a day care center, subject to the terms and conditions set forth in this ordinance. This authorization is granted notwithstanding the use limitations contained in Chapter 1403, “Single-Family,” and Chapter 1405 “Residential Multi-Family,” of the Cincinnati Municipal Code, and any other

applicable zoning regulations that would restrict the construction of the Project and its use as a day care center.

Section 4. That the Council authorizes the construction of the Project and its use as a day care center subject to the following conditions:

- a. That the Project must be constructed and used per the approved site plan attached hereto as Exhibit B.
- b. That the capacity of the day care facility shall not exceed forty-seven children.
- c. That this ordinance does not provide a variance from any other laws of the City of Cincinnati, and the property shall remain subject to all other provisions of the Cincinnati Municipal Code and the SF-6, "Single-Family," and RM-2.0 "Residential Multi-Family," zoning districts.
- d. That the use of the property shall not be considered a nonconforming use of land by virtue of this ordinance.

Section 5. That the City Manager and the appropriate City officials are authorized to take all necessary and proper actions to implement this ordinance, including by issuing building permits and related approvals provided they conform to applicable building codes, housing codes, accessibility laws, or other laws, rules, or regulations.

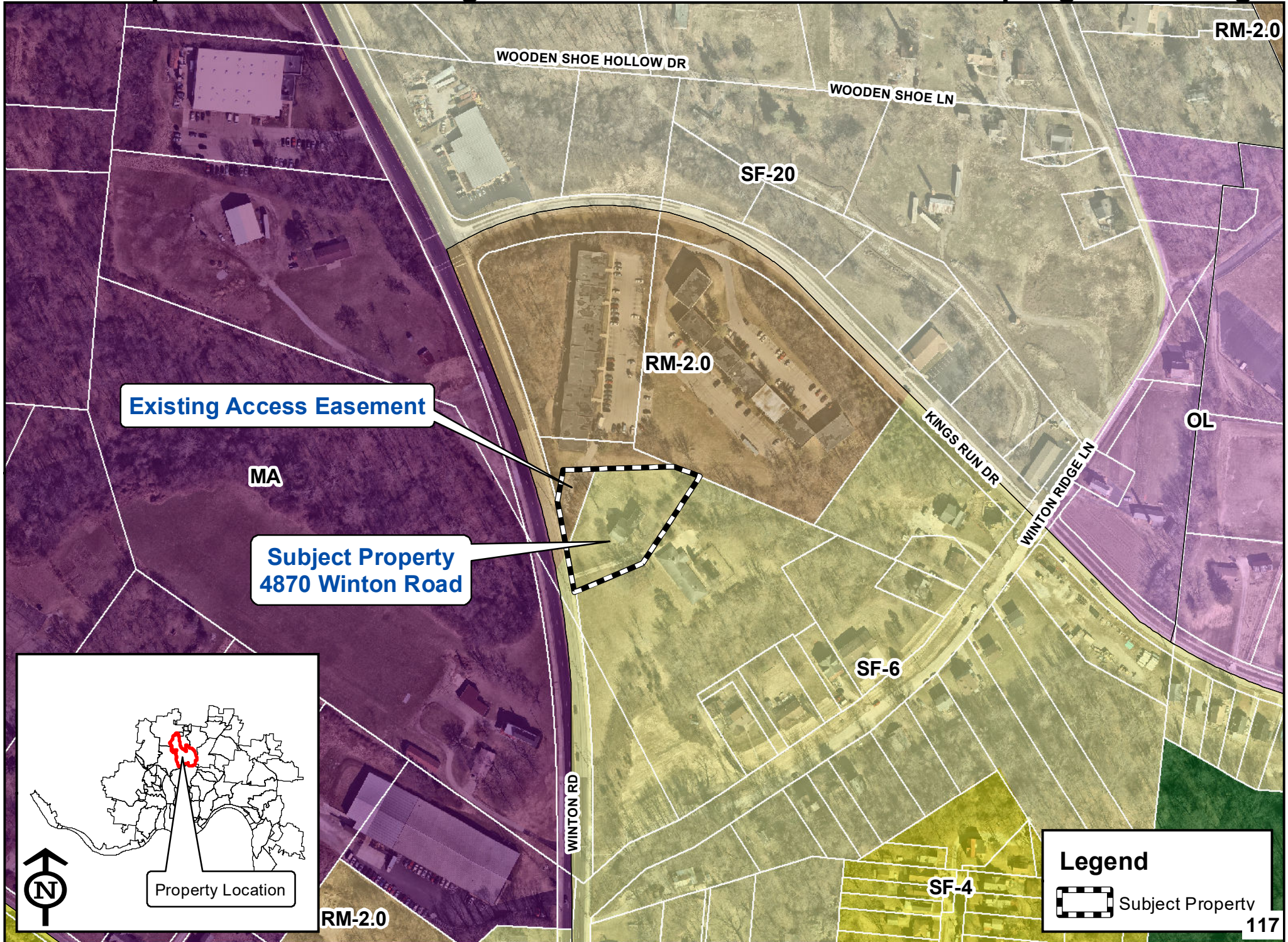
Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

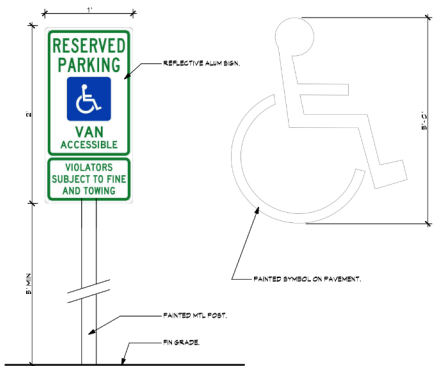
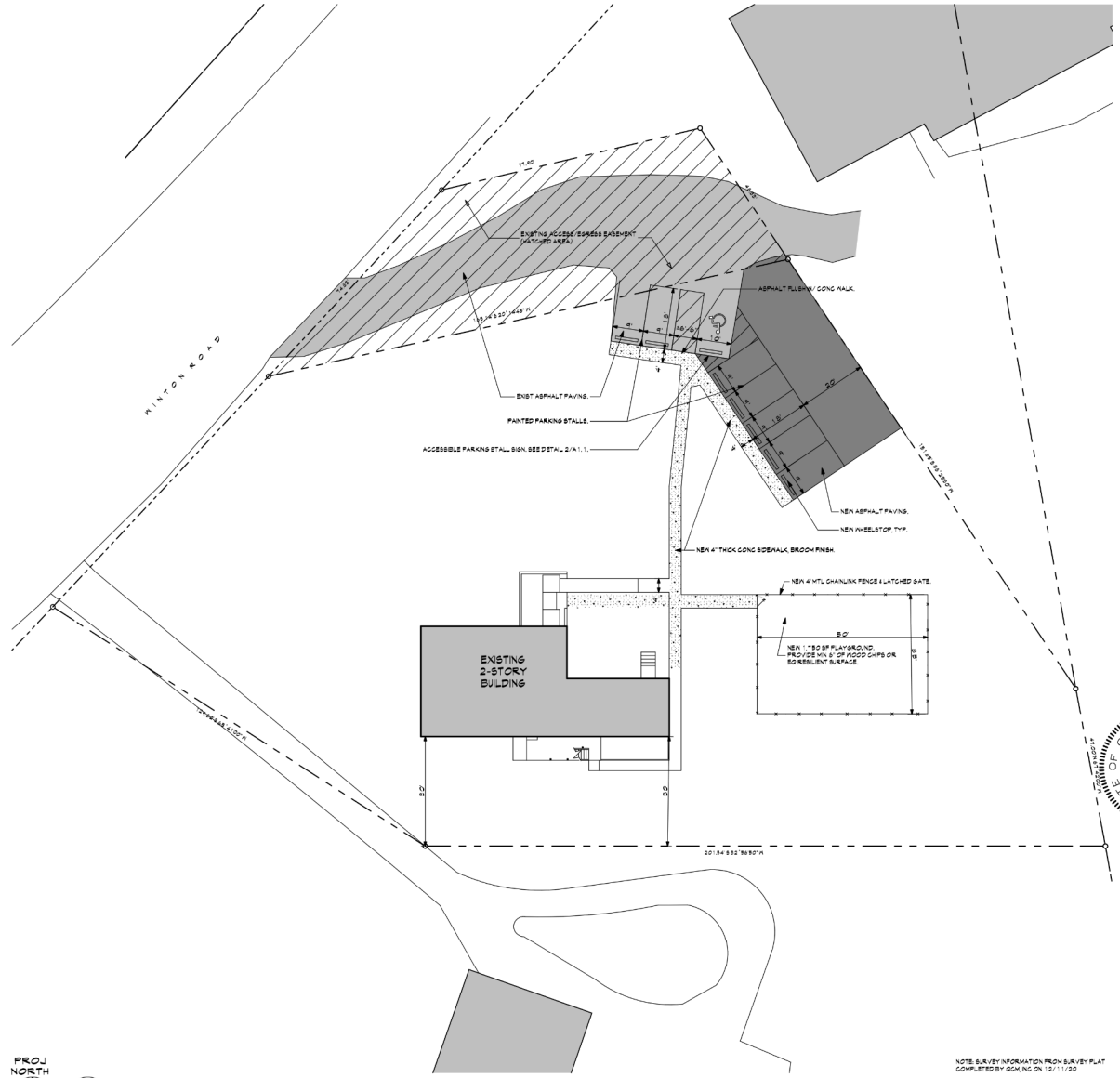
Attest: _____
Clerk

Ex.A: Proposed Notwithstanding Ordinance at 4870 Winton Road in Spring Grove Village



110 EAST McMICKER AVENUE
CINCINNATI, OH 45202
STEVE@HAMPTONARCHITECTS.COM
HAMPTON ARCHITECTS, LLC

CHILD CARE CENTER
RENOVATIONS
4870 WINTON ROAD
CINCINNATI, OHIO 45232



2 **DETAIL**
A1.1 Scale: 1/2" = 1'-0"

1 **SITE PLAN**
A1.1 Scale: 1/16" = 1'-0"

NO.	REVISION	DATE



ALL CHANGES AND/OR REVISIONS TO THIS PLAN SHALL BE APPROVED BY THE ARCHITECT AND THE ENGINEER OF RECORD. THE ARCHITECT AND ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETION OF THIS PLAN. THE ARCHITECT AND ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETION OF THIS PLAN. THE ARCHITECT AND ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETION OF THIS PLAN.

PROJECT NO: 20026
DRAWN BY: STH
CHECKED BY: STH
DATE: 02/21/20
SCALE: AS NOTED
DRAWING TITLE: SITE PLAN

NOTE: SURVEY INFORMATION FROM SURVEY PLAT COMPLETED BY GSH INC ON 12/11/20

1 **SITE PLAN**
A1.1

October 15, 2021

Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on a proposed Notwithstanding Ordinance permitting the construction and use of a day care center at 4870 Winton Road in Spring Grove Village.

GENERAL INFORMATION:

Location: 4870 Winton Road
Cincinnati OH 45232

Petitioner: Steve Hampton, Hampton Architects, LLC
110 East McMicken Avenue
Cincinnati, OH 45202

Owner: Kevin & Melonie Longino
4840 Winton Road
Cincinnati OH 45232

EXHIBITS:

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Zone Change Application
- Exhibit C Letter requesting a Notwithstanding Ordinance
- Exhibit D Site Plan
- Exhibit E Site Plan with 35" Buffer
- Exhibit F Floor Plans
- Exhibit G Coordinated Site Review Letter

BACKGROUND:

Kevin and Melonie Longino are the property owners of a vacant two-family home at 4870 Winton Road next to their primary residence at 4840 Winton Road. The property is zoned SF-6 (Single-family) and currently contains a four-space parking lot serving the building and is accessed via an access easement through a separate parcel to the north containing Winton Woods Apartments, zoned RM-2.0 (Residential Multi-family).

The applicant is proposing to renovate the property at 4870 Winton Road and change the use from a two-family home to a day care center for 47 children. The site plan (Exhibit D) includes a two-story day care center, the expansion of the parking lot from four to eight spaces, and an outdoor play area. A day care center is not a permitted use in the SF-6 zoning district or the adjacent RM-2.0 zoning district to the north but is permitted in the adjacent MA (Manufacturing Agricultural) zoning district across Winton Road to the west.

The applicant originally requested a zone change from SF-6 to MA (Exhibit B) to allow for the use. Although a zone change to MA would allow the use of a day care center, the proposal would have also required significant variances to the existing standards of the MA zoning district, complicated further by the access via a shared easement through a separate parcel containing Winton Woods Apartments, which is zoned RM-2.0. The RM-2.0 zoning does not allow the proposed day care use. Section 1441-09(b) of the Cincinnati Zoning Code states that building permits or Certificates of Occupancy cannot be issued for a use that requires access across a zoning district which prohibits the use. Another issue with the initial zone

change request was that there would be a required 35-foot buffer yard where the MA zoning district abuts residential zoning districts, which in this case would be to the north, east, and south of the subject property. The site plan for the project shows the entire parking lot serving the proposed day care center within the buffer yard, which does not allow surface parking (Exhibit E). Both variances would be difficult for City staff to support as these hardships for relief are created by the applicant.

The MA zoning district also allows higher intensity uses beyond a day care center, such as public safety facilities (as a conditional use), food preparation, maintenance and repair services, wholesaling and distribution, limited production, and animal keeping, farms, and gardens.

Based on the relief that would be required to move the project forward in addition to a zone change to MA, along with feedback given by Spring Grove Village neighborhood leaders and surrounding property owners, the applicant amended their request to a Notwithstanding Ordinance (NWO) to allow for the construction and use of a day care center only, which addresses neighborhood concerns and removes the necessity for variances.

PROPOSED NOTWITHSTANDING ORDINANCE:

The applicant requests an NWO (Exhibit C) at 4870 Winton Road and the adjoining access easement over the driveway to the property on Winton Woods Apartments property to permit the use of a day care center. Doing so would allow the use on both the property and the access easement and would remove the need for additional zoning relief that would be required if the zoning was changed to MA.

Surrounding property owners and Spring Grove Village Community Council stated their support for a day care center in this location, but shared concerns of other potential uses that are permitted in the MA zoning district should the day care center cease to operate.

This request for a NWO will allow the applicant to open a day care center in this location while limiting any future potential incompatible uses on the property.

PUBLIC COMMENT:

The Department of City Planning and Engagement held a Virtual Public Staff Conference on the requested zoning change on September 14, 2021. Notice was sent to all property owners within a 400-foot radius of the subject property along with the Spring Grove Village Community Council. Besides City staff, seven people attended the meeting, including the applicant team.

The tone of the meeting was generally supportive of a day care center on this property, but concerns were brought up based on what other uses are permitted in the MA zoning district should the day care operation cease to exist in the future. Several attendees spoke to the issue of traffic and speeding along Winton Road, along with the challenge of making a left turn into the site. Some suggestions were to extend the school zone speed limit to include this property, create a dedicated turn lane for the property, time traffic lights, and potentially install speed cushions on Winton Road. Those concerns have been forwarded to the City's Department of Transportation & Engineering (DOTE). One attendee shared concerns about the potential of additional water runoff from the property.

During the Public Staff Conference, the idea of a Notwithstanding Ordinance to allow the day care center was brought up. It was explained that a NWO would allow the applicant the ability to obtain approval for the project without also needing variances and would give Spring Grove Village certainty that this property will only be able to be used as a day care center or single-family home. Both the applicant team and community members believed that a NWO would be the best course of action.

ANALYSIS:

The Department of City Planning and Engagement has consistently taken a position to not support any NWOs because they do not comply with the Cincinnati Zoning Code that the department is charged with developing and enforcing. However, Cincinnati Municipal Code Section 111-5 establishes a list of factors by which a City Council committee may consider a notwithstanding ordinance application. As such, the City Planning Commission shall consider the following when making a recommendation on notwithstanding ordinances to City Council:

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

The proposed development was reviewed through the Coordinated Site Review (CSR) process as CPRE210047 (Exhibit G) as a zone change application to the adjacent Manufacturing Agriculture (MA), as the existing zoning does not permit a day care center. The City Administration, Spring Grove Village Community Council, and adjoining property owners do not have objections to a day care center in this location. It is consistent with the surrounding area and will not adversely impact surrounding properties.

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

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

The proposed Notwithstanding Ordinance would permit the renovation of an existing structure. The proposed day care center would activate an underutilized space. It does not create any new curb cuts and the proposed parking lot is adjacent to the existing parking lot for the property and Winton Woods Apartments. The front of the existing building faces away from Winton Road, so the building form should not change.

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

The proposed Notwithstanding Ordinance would provide a necessary service to the surrounding residential land uses, including a 149-unit apartment complex that shares access with the property.

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

The predominant land use surrounding the subject properties is residential, with Winton Woods Apartments to the north and single-family to the east, west, and south. The proposed day care center is compatible with the residential nature of the area and will provide a needed service to the neighborhood. It will also bring a vacant residential building back to a productive use.

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

The proposed Notwithstanding Ordinance is consistent with Plan Cincinnati (2012) (see "Consistency with Plans" for further analysis).

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

The original proposal of a zone change to MA could potentially destabilize the

existing land uses on the east side of Winton Road based on the potential land uses permitted in the MA zoning district should day care operations cease. Allowing a day care use on this property along with the access easement over the access drive to the north of the property would ensure that the future use of this property will remain a day care center or a single-family home.

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

The proposed Notwithstanding Ordinance would permit a new day care center with capacity for 47 children. Renovating the building into a day care center will provide an additional service to the surrounding neighborhood, including the 149-unit Winton Woods Apartments, which shares an access drive through an easement with the subject property.

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

The subject properties are located along Winton Road, a busy, four-lane arterial street that is a major north-south route through the City. There are sidewalks on both sides of the street, and the property is located less than a quarter mile from the main residential area of Spring Grove Village. Additionally, it is along a bus route and immediately adjacent to a bus stop.

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

The proposed Notwithstanding Ordinance would permit a day care use for 47 children. It will not increase population density. Instead, it will serve the existing residents of Spring Grove Village and surrounding neighborhoods.

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

The proposed Notwithstanding Ordinance does not provide a variance from any other laws of the City of Cincinnati. The owner would need to abide by the building code and fire regulations outlined in the Cincinnati Municipal Code. The proposed development was reviewed by all permitting agencies during the Coordinated Site Review process and there were no concerns regarding access to the property (Exhibit G).

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

The subject property is not located within a Hillside Overlay District or a flood plain.

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

The subject property is not located within a historic district.

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

According to Sec. 1425-19-A of the Cincinnati Zoning Code, a total of eight parking spaces (two for the facility and one for every eight clients) are required. The proposal provides eight parking spaces. At the public staff conference, there was concern from Spring Grove Village about traffic on Winton Road and the proposal of turning left

into the property when driving southbound down the hill. Several suggestions were made, including re-timing traffic signals, extending the school zone to include this facility, or reducing the speed limit through this area. These suggestions were shared with the Department of Transportation and Engineering.

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

Proposed signage was not submitted as part of the application. However, a condition of the proposed Notwithstanding Ordinance is that the property shall remain subject to all other provisions of the Cincinnati Municipal Code, the SF-6, "Single-family," zoning district. This would include any signage regulations, which is a maximum of two sign faces of no more than 24 square feet each. The existing structure does not appear to have any signage beyond an address indicator.

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

One of the recommended conditions, should the City Planning Commission approve the proposed Notwithstanding Ordinance, is that the use of the property at 4870 Winton Road should not be considered a nonconforming use.

COORDINATED SITE REVIEW:

This project went through the City's Coordinated Site Review (CSR) process as CPRE210047 (Exhibit G). The most significant comments related to moving the project forward were from the Department of Buildings and Inspections – Zoning, which identified the zoning challenges of the SF-6 and MA zoning districts. Additionally, Stormwater Management Utility (SMU) will require a grading plan before a building permit is issued to ensure that the proposal will not increase stormwater runoff from the site, which was a concern brought up at the public staff conference.

CONSISTENCY WITH PLAN CINCINNATI:

The proposed day care center is consistent with the Compete Initiative Area of *Plan Cincinnati* (2012), specifically the goal to "Grow our own" by focusing on retention, expansion and relocation of existing businesses (page 104)," specifically a short-range Action Step under "Secure a trained and skilled workforce (page 106)," which specifically states to "Improve early childhood education programs." Increasing the capacity of existing day care availability by 47 children, especially in such proximity to a large apartment complex, will benefit both children and their parents.

CONCLUSIONS:

The Spring Grove Village community and surrounding property owners were supportive of a day care use on this site but expressed concerns about the potential of more intense future uses permitted in the proposed zoning district. Additionally, significant variances would be required for the day care center even upon approval of a zone change.

The proposed Notwithstanding Ordinance will cover both the property and the access easement to allow the applicant to open a day care center at 4870 Winton Road without the requirements of applying for additional relief from the Zoning Hearing Examiner.

The NWO will also give Spring Grove Village and surrounding property owners the certainty that this property will either be a day care center or a single-family home, and not a more intense use that could be permitted under the MA zoning district, especially if a zone change was approved and the requests for relief were denied by the Zoning Hearing Examiner.

The Department of City Planning and Engagement has consistently taken the position to not support any Notwithstanding Ordinances for land use decisions because they do not comply with the zoning laws that the department is charged with developing and enforcing. However, this particular situation is very unique. Section 111-5 of the Municipal Code suggests that a Notwithstanding Ordinance may be considered in a situation in which there are practical difficulties created by following existing legislative and administrative procedures. The Department of City Planning and Engagement researched and considered multiple administrative and legislative options that would allow a day care center on this site. Ultimately, there were no options that did not solve the issues of the site or create additional challenges. It could be argued that the proposed redevelopment of 4870 Winton Road as a day care is uniquely suitable for use of a Notwithstanding Ordinance, considering the factors listed in Section 111-5, as addressed in the *Analysis* section above.

RECOMMENDATION:

Typically, the Department of City Planning and Engagement has consistently taken the position to not support any Notwithstanding Ordinances for land use decisions because they do not comply with the zoning laws that the department is charged with developing and enforcing. In this unique instance however, the staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following action:

APPROVE the Notwithstanding Ordinance permitting the construction and use of a day care center at 4870 Winton Road in Spring Grove Village with the following conditions:

- 1) The use of a day care facility on this property must be constructed per the approved site plan (Exhibit D).
- 2) The capacity of the day care facility will not exceed 47 children.
- 3) The Notwithstanding Ordinance does not provide a variance from any other laws of the City of Cincinnati, and the properties shall remain subject to all other provisions of the Cincinnati Municipal Code, the SF-6, "Single-family," zoning district or RM-2.0, "Residential Multi-Family," zoning district.
- 4) The use of 4870 Winton Road for a day care facility should not be considered a nonconforming use.

Respectfully submitted:



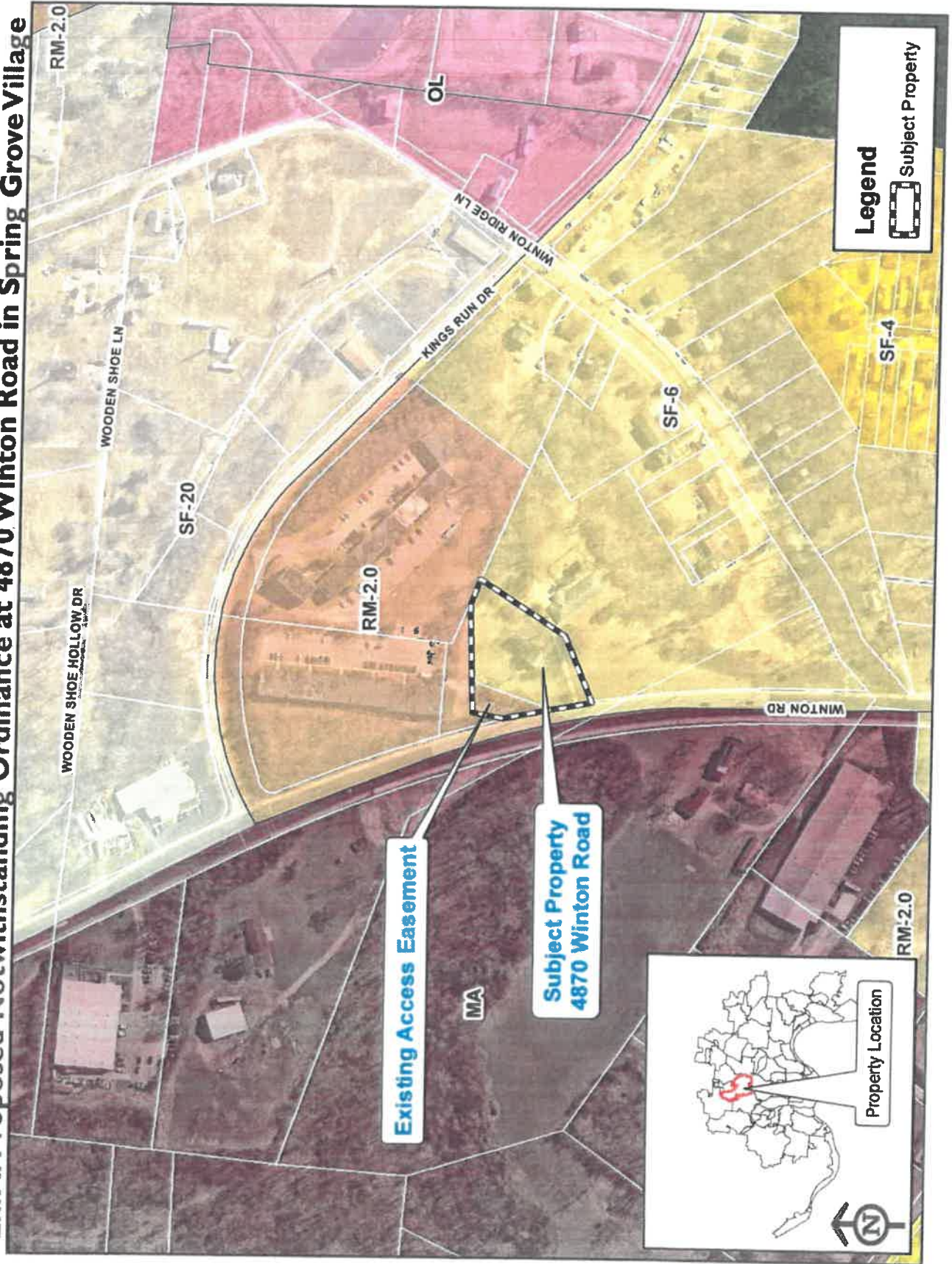
James Weaver, AICP, Senior City Planner
Department of City Planning and Engagement

Approved:



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

Ex. A: Proposed Notwithstanding Ordinance at 4870 Winton Road in Spring Grove Village



**PETITION FOR CHANGE OF ZONING OF PROPERTY
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 06/22/21

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the SF-6 Zone District to the MA Zone District.

Location of Property (Street Address): 4870 WINTON ROAD CINCINNATI OHIO 45252

Area Contained in Property (Excluding Streets): 0.821 ACRES

Present Use of Property: SINGLE FAMILY DWELLING

Proposed Use of Property & Reason for Change: DAYCARE. THE PROPOSED USE IS NOT ALLOWED IN THE CURRENT ZONING

Property Owner's Signature: _____

Name Typed: KEVIN LONGINO & MELONIE KHALFANI-LONGINO

Address: 4850 WINTON RD CINCINNATI OH 45252 Phone: (513) 227-4221

Agent Signature: _____

Name Typed: STEVEN HAMPTON, ARCHITECT

Address: 110 E MCMICKEN AVENUE CINCINNATI OH 45202 Phone: (513) 484-2498

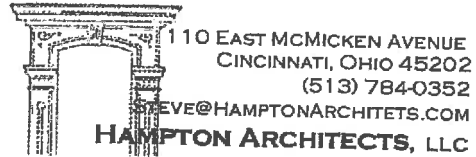
Please Check if the Following Items are Attached

Application Fee x

Copies of Plat x

Copies of Metes and Bounds x

Exhibit C



09/28/21

James Weaver
City of Cincinnati
Department of City Planning and Engagement
Two Centennial Plaza
805 Central Avenue, Suite 720
Cincinnati, OH 45202

RE: Notwithstanding Ordinance for 4870 Winton Road

Mr. Weaver,

Per our discussion, this is a request for a Notwithstanding Ordinance for the property at 4870 Winton Road, Cincinnati Ohio 45232 to be allowed to be used as a "Day Care Center".

The existing structure on the property is a two-family dwelling, and the property is zoned SF-6. The owner wishes to establish a Day Care Center in the existing building. This use is not allowed in the current zone, and changing the zoning to be MA will require additional variances for buffer yards, location of parking, and use of the access easement on an adjoining property.

The project is supported by the community, who see a Day Care Center as a desirable and needed use for the neighborhood. It is also supported by the neighboring property owners.

The owner wishes to get as narrow of an approval as possible, and along with the community does not wish to see the zoning changed that would allow more incompatible uses at some future date.

The owner also does not want to go through the process of changing the zoning, only for the required variances to not be granted making the project infeasible.

The project will utilize the existing structure on the site with no additions, with a portion of the building in the required buffer yard. The existing parking in the required buffer yard will be expanded with an additional 4 spaces in the required buffer yard, minimizing the amount of new hardscape on the site. The site will continue to be accessed through the access easement on the adjoining property to the north, to remain zoned SF-6.

We feel a Notwithstanding Ordinance would allow the project to proceed in a manner that provides the neighborhood with a needed resource with limited impact while limiting any incompatible uses.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

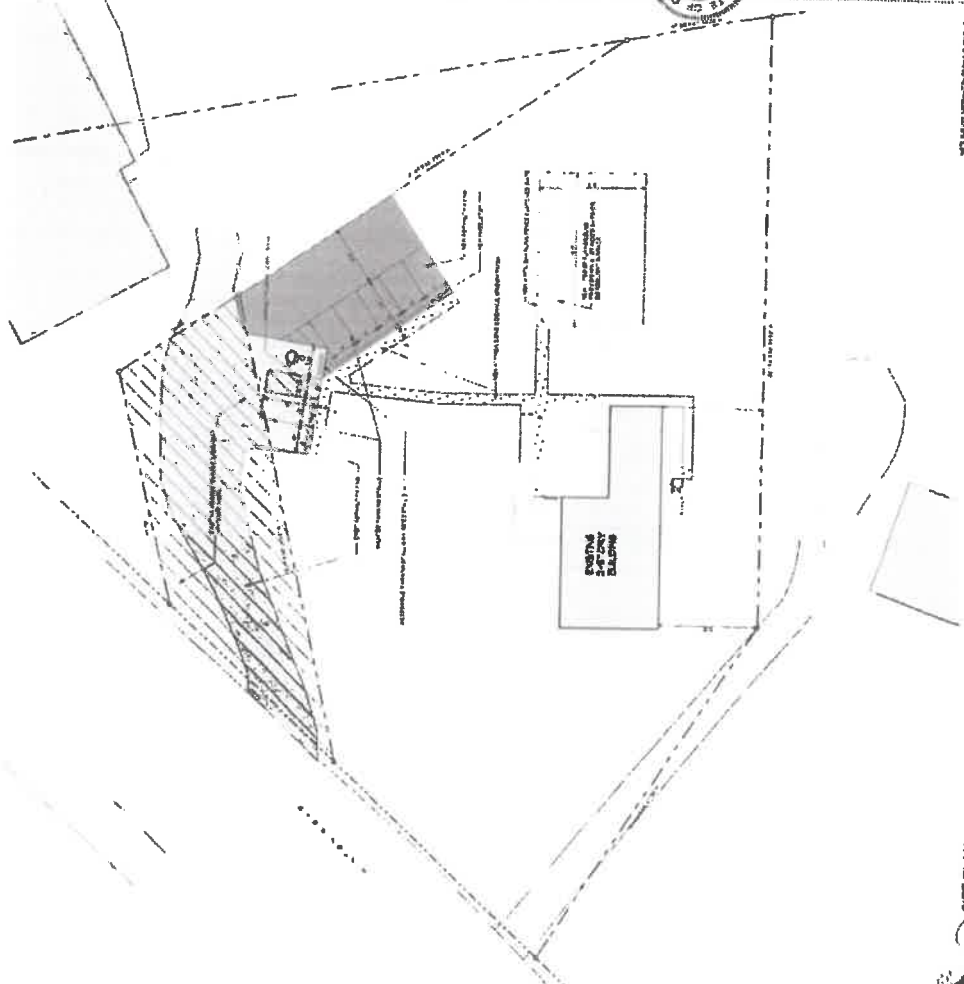
HAMPTON ARCHITECTS, LLC
Steven T. Hampton, Director
Architect, NCARB

10 EAST MCKENNA AVENUE
 CINCINNATI, OHIO 45202
 513.251.0100
HAMILTON ARCHITECTS, LLC

CHILD CARE CENTER
 RENOVATIONS
 4870 WHITTON ROAD
 CINCINNATI, OHIO 45222

11.1
 11.2
 11.3
 11.4
 11.5
 11.6
 11.7
 11.8
 11.9
 11.10
 11.11
 11.12
 11.13
 11.14
 11.15
 11.16
 11.17
 11.18
 11.19
 11.20
 11.21
 11.22
 11.23
 11.24
 11.25
 11.26
 11.27
 11.28
 11.29
 11.30
 11.31
 11.32
 11.33
 11.34
 11.35
 11.36
 11.37
 11.38
 11.39
 11.40
 11.41
 11.42
 11.43
 11.44
 11.45
 11.46
 11.47
 11.48
 11.49
 11.50
 11.51
 11.52
 11.53
 11.54
 11.55
 11.56
 11.57
 11.58
 11.59
 11.60
 11.61
 11.62
 11.63
 11.64
 11.65
 11.66
 11.67
 11.68
 11.69
 11.70
 11.71
 11.72
 11.73
 11.74
 11.75
 11.76
 11.77
 11.78
 11.79
 11.80
 11.81
 11.82
 11.83
 11.84
 11.85
 11.86
 11.87
 11.88
 11.89
 11.90
 11.91
 11.92
 11.93
 11.94
 11.95
 11.96
 11.97
 11.98
 11.99
 12.00

SITE PLAN
 0 A1.1



SITE PLAN
 DATE: 11-11-10



DETAIL
 DATE: 11-11-10

Ex. E: Proposed Site Plan with 35' Buffer Along Property Lines

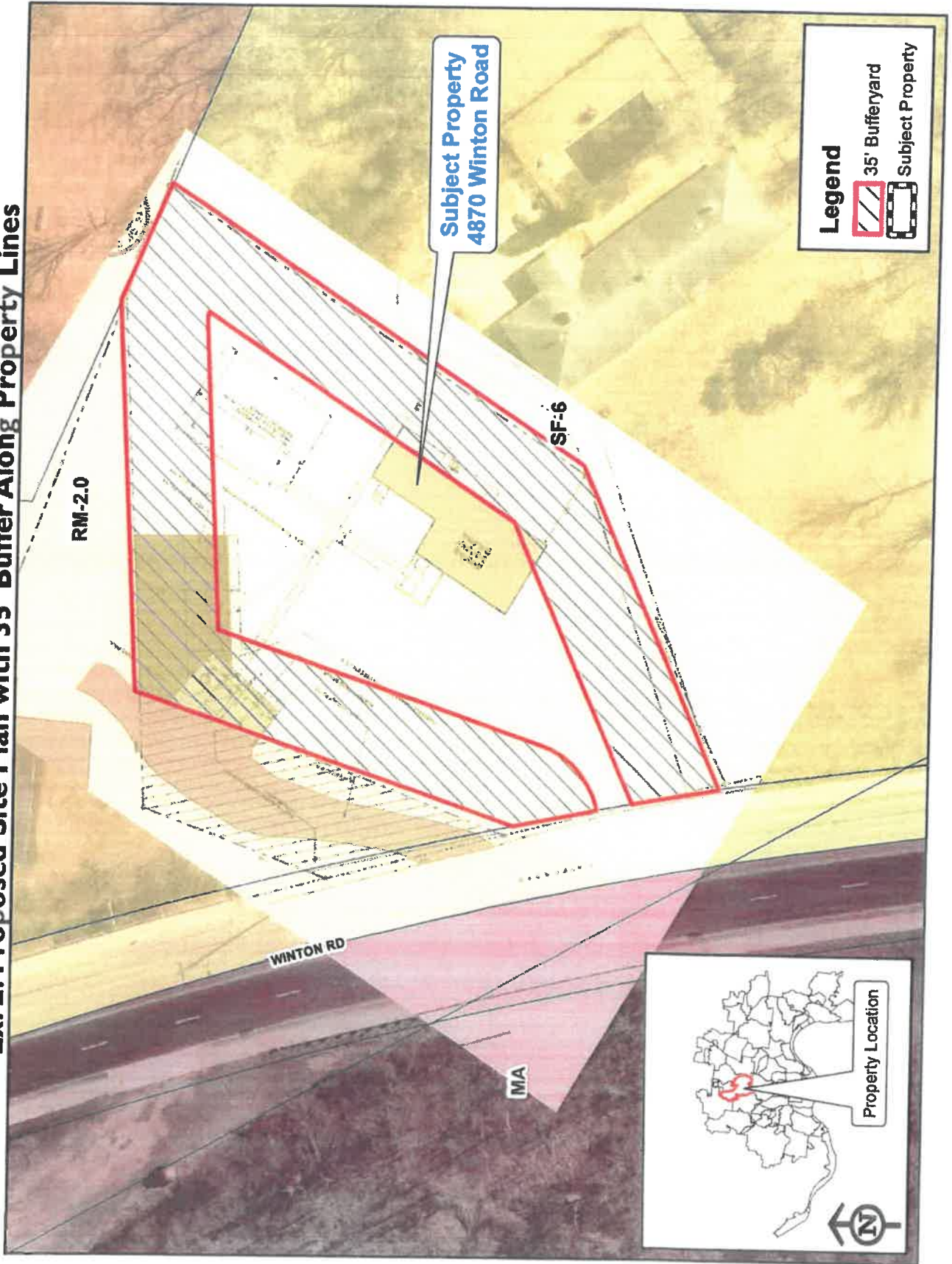


Exhibit F

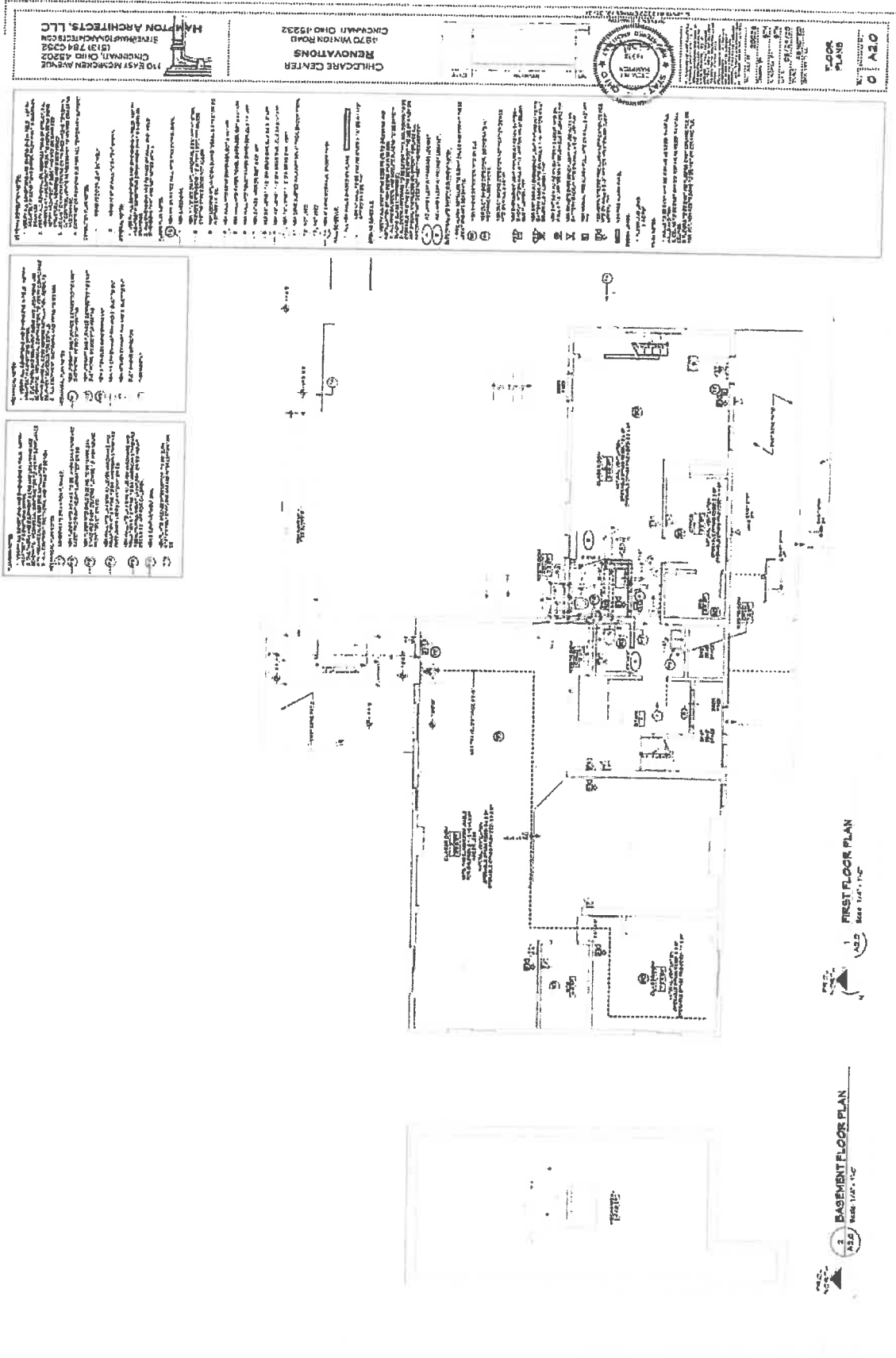


Exhibit G



June 3, 2021

Mr. Steven Hampton
Hampton Architects
110 E. McMicken Avenue
Cincinnati, Ohio 45202

Re: 4870 Winton Road | Day Care Center (D) – (CPRE210047) Final Recommendations

Dear Mr. Hampton,

This letter is to inform you that our CSR Advisory-TEAM and CSPRO Committee has reviewed your proposed project at **4870 Winton Road** in the Community of Spring Grove Village. The information provided is the recommendations of the City of Cincinnati and must be followed as you move forward with your project. As a reminder, we will have a **WebEx conference call meeting** with you on **June 8, 2021 @ 10 am** to discuss this information. Please see the feedback listed below. Thank you for developing within the City of Cincinnati.

City Planning Department

Immediate Requirements to move the project forward:

1. In order to move forward to put a Day Care Center at this location, a zone change is required.
2. The applicant has identified a zone change to Manufacturing Agricultural, which permits Day Care Centers. The zone change process must be complete before permits can be issued.
3. <https://www.cincinnati-oh.gov/buildings/zoning-administration/zone-change-application-packet/>

Requirements to obtain permits:

- None

Recommendations:

1. The Department of City Planning recommends engaging and sharing these plans with the Spring Grove Village Community Council prior to applying for a zone change.

Contact:

- **James Weaver** | City Planning | 513-352-4882 | james.weaver@cincinnati-oh.gov

Buildings & Inspections – Zoning

Immediate Requirements to move the project forward:

1. The subject property is located in a Single-Family (SF-6) zoning district. Per Sec. 1403-05, a Daycare Center is not a permitted use in the SF-6 district unless it is accessory to a public or semi-public land use. No public or semi-public use has been identified, so the proposed project would require a Zone Change. Per Sec. 1413-05, a Daycare Center is a permitted use in the proposed Manufacturing Agricultural (MA) district if a zone change is approved.

2. Per Sec. 1441-09(b) [Access to a Use], a building permit or Certificate of Occupancy and Use may not be issued for any building or use that would require access across a zoning district prohibiting the use. For the purposes of this Zoning Code, access to a use is deemed the use. So, you cannot access the proposed use via the easement over the adjacent parcel in a Residential Multi-Family (RM-2.0) district as depicted, because a Daycare Center is not a permitted as a principal use in the RM-2.0 district. Therefore, you will need to provide egress only across the subject property.
3. Per Sec. 1423-13, a Buffer Yard Type D must be provided in any side or rear yard where the MA district borders residential (SF or RM) zoning districts. A Buffer Yard Type D requires a width of 35 feet, and the following buffering elements for every 50 linear feet of buffer yard:
 4. A screen wall or fence 6 feet in height and (4) 6 feet high evergreen trees, (4) 1.5-inch caliper trees, and (3) 2.5-inch caliper trees, OR
 5. A berm 8 feet in height, and (3) 6 feet high evergreen trees, (3) 1.5-inch caliper trees, and (2) 2.5-inch caliper trees.
 6. Buffer yards may be used as required yards, open space, or driveways, but accessory structures and surface parking are not permitted in a buffer yard.

Requirements to obtain permits:

1. Provide a Buffer Yard Plan per Chapter 1423. Depict the egress drive across the subject property on a Site Plan.

Recommendations:

- None

Contact:

- **Tre Sheldon** | ZPE | 513-352-2422 | henry.sheldon@cincinnati-oh.gov

Metropolitan Sewer District (MSD)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at http://www.msdbg.org/customer_care/development_services/index.html REQUEST for AVAILABILITY of SEWER SERVICE Form Website
2. Your project will require a grease trap review. The application and instructions can be found at http://msdbg.org/customer_care/permits_and_records/index.html. Submit the application, plans, and menu to SewerUseApplications@cincinnati-oh.gov.

Recommendations

- None

Contact:

- **Jim Wood** | MSD | 513-352-4311 | jim.wood@cincinnati-oh.gov



Stormwater Management Utility (SMU)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. Submit grading plan.
2. Submit utility plan.
3. Submit erosion control plan.

Recommendation:

- None at this time

Contact:

- **Rob Goodpaster** | SMU | 513-581-0893 | robert.goodpaster@cincinnati-oh.gov

Water Works

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. Must have proper backflow preventer per Greater Cincinnati Water Works Rules and Regulations 401-125 and Ohio EPA Chapter 3745-95 of Ohio Administrative Code, contact Premise Services, Ben McQueary 513-591-7835.
2. The development is receiving water service from the 12" public water main in Winton Road with the following address and branch:

Address	Branch No.	Branch Size	Meter No.	Meter Size
4870 Winton Rd	H- 266535	3/4"	266535	5/8"

3. Any existing water service branch not to be used for this development, must be properly disconnected at the owner's / developer's expense. Owner would be required to fill out the online Discontinuance Form (FOD) at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing removal of the existing water service branch before any new water service can be sold. Any questions contact 513-591-7837.

Recommendations:

1. The Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded plumber to perform the private water service branch design work and installation.
2. The Owner(s)/Developer(s) must have a licensed plumber that is bonded and certified with GCWW and fill out the Online Branch application <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service.

Contact:

- **Rick Roell** | WaterWorks | 513-591-7858 | richard.roell@gcww.cincinnati-oh.gov

Fire Department

Immediate Requirements to move the project forward:

1. The minimum fire flow requirements for Commercial/Educational structures is a minimum of 2,000 gallons/per/minutes (GPM) @ 20 pressure/per/square inch (psi) (138Kpa).
2. Closest hydrants are 4870 and 4890 Winton Rd.

Requirements to obtain Permits:

- None

Recommendations:

- None

Contact:

- Kenneth Caldwell | Fire Dept. | 513-357-7595 | kenneth.caldwell@cincinnati-oh.gov

Office of Environment and Sustainability (OES)

Immediate Requirements to move forward with project:

- None

Requirements to obtain permits:

1. Commercial waste, including construction and demolition debris, generated during the renovation of the site building as part of this development project must utilize a City - franchised commercial waste collection service per Cincinnati Municipal Code Chapter 730. Current franchise holders include Rumpke of Ohio, Republic Services of Ohio, Best Way of Indiana, and Bavarian Trucking Company.

Recommendations:

1. Due to the age of the existing site building, asbestos, lead based paint, and other hazardous building materials should be surveyed and, if needed, abatement should be conducted following all applicable regulations prior to renovation.
2. The renovation goal should be to earn at a minimum the LEED Certified rating level.
3. Rooftop solar should be considered in the design as a renewable energy source.
4. Site parking should include electric vehicle charging stations.
5. Site areas designated for trash carts should also have at least equal space designated for recycling carts (or dumpster).
6. The use of trees in the landscape design should be included to enhance urban forestry.
7. The use of pervious surfaces should be maximized to the extent practical in the design.

Contact:

- Howard Miller | OES | 513-352-6999 | howard.miller@cincinnati-oh.gov

Parks Department (Urban Forestry)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

- None

Recommendations:

- None

Exhibit G



Contact:

- **Robin Hunt** | Urban Forestry | 513-861-9070 | robin.hunt@cincinnati-oh.gov

Department of Transportation & Engineering (DOT E)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. Any work in the right of way requires a DOTE permit.
2. Address will remain as 4870 Winton Rd. Address must be posted and visible from Winton Rd.

Recommendations:

- None

Contact:

- **Morgan Kolks** | DOTE | 513-335-7322 | morgan.kolks@cincinnati-oh.gov

Buildings & Inspections – Buildings

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. Classroom 2 is limited to the area where there is no step.
2. Specify the ages and number of occupants in each space.
3. Exterior doors must provide a 32" clear opening.
4. The common path of egress travel cannot exceed 75' in an unsprinklered education building. Sprinklers are required for your 3412 analysis 3412.6.17

Recommendations:

- None

Contact:

- **Robert Martin** | B&I Plans Exam | 513-352-2456 | robert.martin@cincinnati-oh.gov

Law Department

Immediate Requirements to move the project forward:

- No comments at this time

Requirements to obtain permits:

- None

Recommendations:

- None

Contact:

- **Charles Martinez** | Law | 513-352-3359 | charles.martinez@cincinnati-oh.gov

Exhibit G



Department of Community & Economic Development (DCED)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

- None

Recommendations:

- None

Contact:

- **Taylor German** | DCED | 513-352-4546 | taylor.german@cincinnati-oh.gov

Health Department

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. A food facility plan review by the Cincinnati Health Department (CHD) will be required if future or current space (or tenant) is licensable (or is currently licensed) as a food service operation (FSO) or retail food establishment (RFE). If licensable, plumbing will not issue permits until CHD has completed the food facility review and approved the project.

Recommendations:

1. For assistance in determining whether facility is licensable as an FSO/RFE or not, please contact me.

Contact:

- **Trisha Blake** | Health Dept. | 513-352-2447 | trisha.blake@cincinnati-oh.gov

Police Department

Immediate Requirements to move the project forward:

- None currently.

Requirements to obtain permits:

- No comments.

Recommendations:

- None

Contact:

- **Katalin Howard** | Police Dept. | 513-352-3298 | katalin.howard@cincinnati-oh.gov
- **Brandon Kyle** | Police Dept. | 513-564-1870 | brandon.kyle@cincinnati-oh.gov

FINAL ACTION: The CSR Advisory-TEAM and CSPRO Committee believes that the proposed project plans are moving in the appropriate direction and recommends that the project move forward to City Planning Commission subject to the following condition.

- **The subject development must follow the requirements listed above to ensure that the development meets the requirements of all agencies as they apply for all permits.**

Exhibit G



Sincerely,

A handwritten signature in blue ink that reads "Art Dahlberg". The signature is written in a cursive style and is positioned above a horizontal line.

Art Dahlberg,
Director of Buildings and Inspections Department
& CSPRO Committee Chair

A handwritten signature in blue ink that reads "Rodney D. Ringer". The signature is written in a cursive style and is positioned above a horizontal line.

Rodney D. Ringer,
Development Manager

AD:RDR:hs



Spring Grove Village Community Council

October 13, 2021

James Weaver
Dept of Planning & Engagement

This letter is to provide community endorsement and feedback concerning a proposed Notwithstanding Ordinance permitting the construction and use of a day care center at 4870 Winton Road.

Spring Grove Village Community Council wishes to express our input as related to a "Notwithstanding Ordinance" for 4870 Winton Road. We value the shift to using a NWO for this project in lieu of a formal zone change to permit the requested day care facility. This would lock in the future use of this property to the requirements of the NWO, e.g., day care center or other SF6 uses. The largest concern expressed by residents and our zoning committee is the hazards associated with access at this difficult section of Winton Rd using an existing access easement shared by the adjacent apartment complex. We urge DOTE and the property owners involved to consider site modifications to make this a safer area for daycare commuters.

This proposed ordinance was discussed at our general community meeting on 10/12/21. If there are any questions about this endorsement, please let us know.

Gary Robbins, Pres.
Spring Grove Village Community Council
702-7029
www.MySGV.org

ADAMS LOUIS E & SHIRLEY P
4827 WINTON RIDGE LN
CINCINNATI OH 45232

CINCINNATI METROPOLITAN HOUSING
AUTHORITY
1635 WESTERN AVE
CINCINNATI OH 45214

HILL GLORIA J
4867 WINTON RIDGE LN
CINCINNATI OH 45232

LONGINO KEVIN H & MELONIE D
4840 WINTON RD
CINCINNATI OH 45232

MCCOLGAN FAMILY ENTERPRISES LLC
602 GOLF PARK DR
KISSIMMEE FL 34747

RUEBEL JOHN & PATRICIA J JAEGER
375 HALLMARK CT
FAIRFIELD OH 45014

SPRING LAWN FREEHOLD LLC
310 TERRACE AVE SUITE 200
CINCINNATI OH 45220

STORMS MATTIE LEE
4873 WINTON RIDGE LN
CINCINNATI OH 45232-1611

WINTON KINGS LLC
5855 NAPLES PLAZA DR SUITE 311
LONG BEACH CA 90803

SPRING GROVE VILLAGE COMMUNITY
COUNCIL
638 E EPWORTH AV
CINCINNATI OH 45232

ADAMS LOUIS E & SHIRLEY P
 4827 WINTON RIDGE LN
 CINCINNATI OH 45232

CINCINNATI METROPOLITAN HOUSING
 AUTHORITY
 1635 WESTERN AVE
 CINCINNATI OH 45214

HILL GLORIA J
 4867 WINTON RIDGE LN
 CINCINNATI OH 45232

LONGINO KEVIN H & MELONIE D
 4840 WINTON RD
 CINCINNATI OH 45232

MCCOLGAN FAMILY ENTERPRISES LLC
 602 GOLF PARK DR
 KISSIMMEE FL 34747

RUEBEL JOHN & PATRICIA J JAEGER
 375 HALLMARK CT
 FAIRFIELD OH 45014

SPRING LAWN FREEHOLD LLC
 310 TERRACE AVE SUITE 200
 CINCINNATI OH 45220


STORMS MATTIE LEE
 4873 WINTON RIDGE LN
 CINCINNATI OH 45232-1611

WINTON KINGS LLC
 5855 NAPLES PLAZA DR SUITE 311
 LONG BEACH CA 90803

SPRING GROVE VILLAGE COMMUNITY
 COUNCIL
 638 E EPWORTH AV
 CINCINNATI OH 45232

October 20, 2021

To: Sheila Andrews, Office of the Clerk of Council

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

Copies to: James Weaver, AICP, Senior City Planner

Subject: **Notwithstanding Ordinance – 4780 Winton Road**

The above referenced ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the next available the Economic Growth & Zoning Committee. This item requires a public hearing and notice in the City Bulletin 14 days before the public hearing.

Included in this submission are the following items:

- 1) The transmittal letter to the Economic Growth & Zoning Committee;
- 2) A copy of the Planning Commission staff report dated October 15, 2021;
- 3) The Notwithstanding Ordinance authorizing the use of a day care center at 4870 Winton Road;
- 4) The mailing labels for notification of all property owners within 400 feet; and
- 5) A copy of the mailing labels for your records

October 20, 2021



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

Dear Members of Council:

We are transmitting herewith a Notwithstanding Ordinance captioned as follows:

AUTHORIZING the existing building located at 4870 Winton Road in the Spring Grove Village neighborhood to be renovated and used as a day care center NOTWITHSTANDING the provisions of Section 1403-05, "Land Use Regulations," of Chapter 1403, "Single-Family," and Section 1405-05, "Land Use Regulations," of Chapter 1405, "Residential Multi-Family," of the Cincinnati Zoning Code and any other applicable provisions of the Cincinnati Zoning Code and the Cincinnati Municipal Code.

Summary:

The applicant wishes to renovate the property at 4870 Winton Road and change the use from a two-family home to a day care center for 47 children. The site plan includes a two-story day care center, the expansion of the parking lot from four to eight spaces, and an outdoor play area. A day care center is not a permitted use in the SF-6 single-family zoning district or the adjacent RM-2.0 residential multi-family zoning district to the north but is permitted in the adjacent MA (Manufacturing Agricultural) zoning district across Winton Road to the west.

The applicant originally requested a zone change to MA, but the access drive to the property crosses property containing Winton Wood Apartments through an access easement, zoned RM-2.0, which does not allow a day care center use and would require a Use Variance from the Zoning Hearing Examiner. The MA zoning also requires a 35-foot bufferyard along residential property, which would require additional relief for the proposed parking lot. The MA zoning district also allows higher intensity uses beyond a day care center, which was a concern from the Spring Grove Village Community Council (SGVCC) and surrounding property owners.

Based on the relief that would be required to move the project forward in addition to a zone change to MA, along with feedback given by Spring Grove Village neighborhood leaders and surrounding property owners, the applicant amended their request to a Notwithstanding Ordinance (NWO) to allow for the construction and use of a day care center in the SF-6 zoning district, which addresses neighborhood concerns and removes the necessity for variances. The SGVCC supports the proposed Notwithstanding Ordinance.

The NWO is consistent with the criteria of Cincinnati Municipal Code Section 111-5 and is consistent with *Plan Cincinnati* (2012).

The Administration recommends Approval of this Notwithstanding Ordinance.

Motion to Approve: Mr. Smitherman

Seconded: Mr. Samad

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

THE CITY PLANNING COMMISSION

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

KKJ: jmw
Encl.: Staff Report, Ordinance

Date: October 20, 2021

To: Mayor and Members of City Council 202103000
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – CHARLES STREET ONE-WAY CONVERSION

Attached is an ordinance captioned as follows:

MODIFYING Title V, “Traffic Code,” of the Cincinnati Municipal Code by ORDAINING new Section 507-1-C9, “Charles Street, east from Central Parkway to Elm Street,” to convert the portion of Charles Street located between Central Parkway and Elm Street in the Over-the-Rhine neighborhood from a two-way street to an eastbound one-way street.

Stakeholders along Charles Street in the Over-the-Rhine neighborhood requested the City convert Charles Street from two-way to one-way vehicular traffic in efforts to permit the installation of an outdoor parklet for the benefit of the residents. Cincinnati Planning Commission approved the change on October 1, 2021.

The Administration recommends passage of the attached ordinance.

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

EMERGENCY

City of Cincinnati

JRS

AWB

An Ordinance No. _____ - 2021

MODIFYING Title V, "Traffic Code," of the Cincinnati Municipal Code by **ORDAINING** new Section 507-1-C9, "Charles Street, east from Central Parkway to Elm Street," to convert the portion of Charles Street located between Central Parkway and Elm Street in the Over-the-Rhine neighborhood from a two-way street to an eastbound one-way street.

WHEREAS, the stakeholders along Charles Street between Central Parkway and Elm Street in the Over-the-Rhine neighborhood have requested the conversion of vehicle traffic on Charles Street from two-way to one-way to permit the installation of an outdoor parklet for the benefit of residents; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of streets, approved the conversion of the portion of Charles Street located between Central Parkway and Elm Street from a two-way street to an eastbound one-way street at its regularly scheduled meeting on October 1, 2021; and

WHEREAS, Council considers the conversion of the portion of Charles Street located between Central Parkway and Elm Street from a two-way street to an eastbound one-way street to be in the best interests of the City and the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That Council hereby ordains new Section 507-1-C9 of the Cincinnati Municipal Code as follows:

Section 507-1-C9, Charles Street, east from Central Parkway to Elm Street.

Section 2. 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, including the fabrication and installation of street signage in accordance with the Department of Transportation and Engineering's policies and procedures.

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 authorize the conversion of the portion of Charles Street located between Central Parkway and Elm Street from a two-way street to an eastbound one-way street so that the residences of Charles Street can receive the benefit of an outdoor parklet at the earliest possible time.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: October 20, 2021

To: Mayor and Members of City Council 202103001
From: Paula Boggs Muething, City Manager
Subject: EMERGENCY ORDINANCE – CINCINNATI ZOO PROPERTY TRANSFER AGREEMENT

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Transfer Agreement* with Cincinnati Zoo Properties, LLC, pursuant to which the City will vacate and convey portions of certain real property designated as public right-of-way known as Louis Avenue, Euclid Avenue, and an unnamed alley; release and terminate portions of public right-of-way easements located at the intersection of Vine Street and Louis Avenue; and grant and convey encroachment easements on, under, over, and across Erkenbrecher Avenue to facilitate the construction of a new surface parking lot and aerial pedestrian bridge for the benefit of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood.

The City of Cincinnati owns public rights-of-way generally located south of the Cincinnati Zoo and Botanical Garden (Louis Avenue, Euclid Avenue, and an unnamed alley between Vine Street and Euclid Avenue) in the Avondale neighborhood (“ROW Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOT”).

The City owns Cincinnati Zoo and Botanical Garden, which is under the management and control of the Board of Park Commissioners and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, which owns or otherwise controls Cincinnati Zoo Properties, LLC (“Petitioner”). Petitioner owns certain real property south of the Cincinnati Zoo, generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, and Vine Street (“Petitioner’s Property”). Petitioner desires to improve Petitioner’s Property by reconstructing and expanding a surface parking lot and constructing a pedestrian bridge across Erkenbrecher Avenue to connect the surface parking lot to the Cincinnati Zoo (the “Project”).

To facilitate the Project, Petitioner has petitioned the City for the following: (i) to vacate and convey portions of the ROW Property to Petitioner; (ii) to release and terminate certain portions of the public right-of-way easements presently encumbering the Zoo Property at the intersection of Vine Street and Louis Avenue (the “ROW Easements”); (iii) to grant encroachment easements on, under, over, and across Erkenbrecher Avenue to allow for the construction of the proposed aerial pedestrian bridge (the “Pedestrian Bridge Easement”).

The City Manager, upon consultation with DOTE, has determined that the ROW Property and ROW Easements are not needed for transportation purposes or any other municipal purpose; there is good cause to vacate the ROW Property and to release and terminate the ROW Easements; the vacation of the ROW Property and the release and termination of the ROW Easements will not be detrimental to the general interest; granting the Pedestrian Bridge Easement will not have an adverse effect of the City's retained interest in the Erkenbrecher Avenue public right-of-way; and granting the Pedestrian Bridge Easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

The approximate fair market value of the ROW Property, including the release of the ROW Easements, is approximately \$151,450, and the fair market value of the Pedestrian Bridge Easement is approximately \$9,823; however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project.

The City Planning Commission approved the vacation and conveyance of the ROW Property, the release of the ROW Easements, and the grant of the Pedestrian Bridge Easement at its meeting on September 17, 2021.

The reason of the emergency is the immediate need to authorize the execution of the *Property Transfer Agreement* without delay, so that Petitioner may promptly undertake and complete construction to minimize disruptions to vehicular and pedestrian circulation patterns in and around the Cincinnati Zoo and Botanical Garden.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Transfer Agreement

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

EMERGENCY
City of Cincinnati

CHM

An Ordinance No. _____

- 2021

AWB

AUTHORIZING the City Manager to execute a *Property Transfer Agreement* with Cincinnati Zoo Properties, LLC, pursuant to which the City will vacate and convey portions of certain real property designated as public right-of-way known as Louis Avenue, Euclid Avenue, and an unnamed alley; release and terminate portions of public right-of-way easements located at the intersection of Vine Street and Louis Avenue; and grant and convey encroachment easements on, under, over, and across Erkenbrecher Avenue to facilitate the construction of a new surface parking lot and aerial pedestrian bridge for the benefit of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood.

WHEREAS, the City owns the following public rights-of-way generally located south of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood, as more particularly depicted and described in the *Property Transfer Agreement* attached to this ordinance as Attachment A and incorporated herein by reference: (i) Louis Avenue, (ii) Euclid Avenue, and (iii) an unnamed alley lying between Vine Street and Euclid Avenue (the “ROW Property”), which ROW Property is under the management of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, the City owns the Cincinnati Zoo and Botanical Garden (the “Cincinnati Zoo”), which is under the management and control of the Board of Park Commissioners and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, which owns or otherwise controls Cincinnati Zoo Properties, LLC, an Ohio limited liability company (“Petitioner”); and

WHEREAS, Petitioner owns certain real property located south of the Cincinnati Zoo, generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, and Vine Street (“Petitioner’s Property”); and

WHEREAS, Petitioner desires to improve Petitioner’s Property by reconstructing and expanding a surface parking lot and constructing a pedestrian bridge across Erkenbrecher Avenue to connect the surface parking lot to the Cincinnati Zoo (the “Project”); and

WHEREAS, to facilitate the Project, Petitioner has petitioned the City for the following: (i) to vacate and convey portions of the ROW Property to Petitioner; (ii) to release and terminate certain portions of public right-of-way easements presently encumbering the Zoo Property at the intersection of Vine Street and Louis Avenue (the “ROW Easements”); and (iii) to grant encroachment easements on, under, over, and across Erkenbrecher Avenue to allow for the construction of the proposed aerial pedestrian bridge (the “Pedestrian Bridge Easement”); and

WHEREAS, Tamara A. Miano, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated October 7, 2021, certifying that the City and Petitioner are the owners of all real property abutting the ROW Property; and

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

WHEREAS, the City Manager, in consultation with DOTE, has determined that: (i) the ROW Property and ROW Easements are not needed for transportation purposes or any other municipal purpose; (ii) there is good cause to vacate the ROW Property and to release and terminate the ROW Easements; (iii) the vacation of the ROW Property and the release and termination of the ROW Easements will not be detrimental to the general interest; (iv) granting the Pedestrian Bridge Easement will not have an adverse effect on the City's retained interest in the Erkenbrecher Avenue public right-of-way; and (v) granting the Pedestrian Bridge Easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that: (i) the fair market value of the ROW Property, including the release of the ROW Easements, is approximately \$151,450, and (ii) the fair market value of the Pedestrian Bridge Easement is approximately \$9,823; however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and will provide additional off-street parking capacity for Cincinnati Zoo patrons, which will stimulate economic activity and growth in the Avondale neighborhood; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

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

WHEREAS, in furtherance of the foregoing public purpose, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with applicable state and local laws; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and conveyance of the ROW Property,

the release of the ROW Easements, and the grant of the Pedestrian Bridge Easement at its regularly scheduled meeting on September 17, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Transfer Agreement* with Cincinnati Zoo Properties, LLC, an Ohio limited liability company (“Petitioner”), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will (i) vacate and convey to Petitioner portions of Louis Avenue, Euclid Avenue, and an unnamed alley lying between Vine Street and Euclid Avenue (the “ROW Property”); (ii) release and terminate certain portions of public right-of-way easements presently encumbering property owned by Petitioner (the “ROW Easements”); and (iii) grant encroachment easements on, over, under, and across Erkenbrecher Avenue to allow for the construction of a proposed aerial pedestrian bridge (the “Pedestrian Bridge Easement”).

The ROW Property is more particularly described as follows:

Portions of Louis Avenue and Euclid Avenue

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portions of Louis Avenue and Euclid Avenue to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Page 246 and Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 8 courses:

In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the proposed easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue; thence

In said northerly right of way line of Louis Avenue, South 84° 17' 55" East, 425.08 feet to a point in the westerly right of way line of Euclid Avenue; thence

In said westerly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to a point; thence

Leaving said westerly right of way line of Euclid Avenue, South 40° 06' 23" East, 2.44 feet to the proposed westerly right of way line of Euclid Avenue; thence

In said proposed westerly right of way line of Euclid Avenue, South 05° 43' 05" West, 320.67 feet to a point; thence

In a curve to the right having a radius of 15.00 feet, a delta angle of 19° 29' 04" and an arc distance of 5.10 feet subtended by a chord which bears South 15° 27' 37" West, 5.08 feet to a point in the existing westerly right of way of Euclid Avenue; thence

In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 261.03 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21,636 Sq. Ft. or 0.4967 acres. Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Portion of Euclid Avenue

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of Euclid Avenue to be vacated, Euclid Avenue originally platted by Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in the northwesterly corner in the northerly terminus of Euclid Avenue (60' R/W) and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

In the northerly right of way of Euclid Avenue, South 84° 18' 13" East, 2.06 feet to a point in the proposed westerly right of way line of Euclid Avenue; thence

In said proposed westerly right of way line of Euclid Avenue, South 05° 22' 47" West, 9.17 feet; thence

Continuing in said proposed westerly right of way line of Euclid Avenue, South 50° 43' 05" West, 2.94 feet to a point in the existing westerly right of way of Euclid Avenue; thence

In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 11.25 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21 Sq. Ft. or 0.0005 acres. Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Unnamed Alley

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a 10' unnamed alley to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), thence

In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' unnamed alley; thence

In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 3.52 feet to a point in the proposed northerly right of way of said Shields Street and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

In said proposed northerly right of way of Shields Street, North 84° 16' 28" West, 10.00 feet to a point in the westerly right of way line of said 10' alley; thence

In said westerly right of way line of the 10' alley, North 05° 37' 15" East, 233.47 feet to a point in the terminus of said 10' alley; thence

In the terminus of said 10' alley, South 84° 22' 41" East, 10.00 feet to a point in the easterly right of way line of said 10' alley; thence

In said easterly right of way line of the 10' unnamed alley, South 05° 37' 15" West, 233.48 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 2,335 Sq. Ft. or 0.0536 acres. Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

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

Section 3. That granting the Pedestrian Bridge Easement to Petitioner (i) is not adverse to the City's retained interest in the Erkenbrecher Avenue public right-of-way; and (ii) will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

Section 4. That the City's Real Estate Services Division has determined, by professional appraisal, the fair market value of the ROW Property, including the release of the ROW Easements, is approximately \$151,450 and the fair market value of the Pedestrian Bridge Easement is approximately \$9,823; however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati

Zoo, and will provide additional off-street parking capacity for Cincinnati Zoo patrons, which will stimulate economic activity and growth in the Avondale neighborhood.

Section 5. That eliminating competitive bidding in connection with the City's sale of the ROW Property and conveyance of the Pedestrian Bridge Easement is in the best interest of the City because Petitioner owns or controls all real property that abuts the ROW Property and Erkenbrecher Avenue, and, as a practical matter, no one other than an abutting property owner would have any use for the ROW Property and the Pedestrian Bridge Easement. Also, that the sale of the ROW Property and conveyance of the Pedestrian Bridge Easement to Petitioner will enable Petitioner to enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and will provide additional off-street parking capacity for Cincinnati Zoo patrons, which will provide the City with economic and non-economic benefits.

Section 6. That the proceeds from the sale of the ROW Property and the conveyance of the Pedestrian Bridge Easement, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 8. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the ROW Property for the purpose of

maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 9. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the sale and conveyance of the ROW Property and Pedestrian Bridge Easement to Petitioner.

Section 10. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 11. 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 authorize the execution of the *Property Transfer Agreement* without delay, so that Petitioner may promptly undertake and complete construction to minimize disruptions to vehicular and pedestrian circulation patterns in and around the Cincinnati Zoo and Botanical Garden.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No: _____

Project: Zoo Parking Lot & Pedestrian Bridge Easement
(Vacation of portions of Louis Ave. and Euclid Ave.,
and release of Vine St. easements)

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 (the "**Zoo**").

Recitals:

A. The City owns certain real property commonly known as the Cincinnati Zoo and Botanical Garden, which property is under the management and control of the Cincinnati Park Board and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, pursuant to that certain *Contract* dated June 23, 1972, as amended (the Zoological Society of Cincinnati owns or otherwise controls Cincinnati Zoo Properties, LLC).

B. The City owns the public rights-of-way designated as Vine Street, Shields Street, Louis Avenue, Euclid Avenue, and an unnamed alley located approximately 212 feet west of the northwest intersection of Shields Street and Euclid Avenue (the "**ROW Property**") in the Avondale neighborhood of Cincinnati, which ROW Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. The Zoo owns certain real property, a portion of which is presently used as a surface parking lot, which real property is generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, Vine Street, and bisected by said unnamed alley and Louis Avenue (the "**Zoo Property**"). Certain portions of the Zoo Property are burdened by right-of-way easements held by the City and recorded in Official Record 12254, Page 879; and Official Record 12254, Page 895, Hamilton County, Ohio Records (the "**ROW Easements**").

D. The Zoo seeks to improve the Zoo Property by reconstructing and expanding the surface parking lot to benefit the Cincinnati Zoo and Botanical Garden, including the construction of a pedestrian bridge from the reconstructed surface parking lot across Erkenbrecher Avenue (the "**Project**").

E. The Zoo has petitioned the City to vacate and sell to the Zoo certain portions of the ROW Property, as more particularly depicted on Exhibit A (Vacation Plat) and described on Exhibit B (Quit Claim Deed – Vacation Property) hereto (the "**Vacation Property**"). The Zoo intends to consolidate the Vacation Property with the Zoo Property to facilitate the Project. Additionally, the Zoo has requested the City to release and terminate certain portions of the ROW Easements.

F. The Zoo has also petitioned the City to grant aerial easement rights over Erkenbrecher Avenue to allow the Zoo to construct, maintain, and operate a pedestrian bridge to facilitate pedestrian ingress and egress to and from the Zoo Property to the Cincinnati Zoo and Botanical Garden, as more particularly depicted on Exhibit C (Pedestrian Bridge Easement) (the "**Pedestrian Bridge Easement**").

G. In exchange for the Vacation Property, the partial release of the ROW Easements and the Pedestrian Bridge Easement, the Zoo proposes to dedicate public right-of-way to facilitate the widening and improvement of Erkenbrecher Avenue, Vine Street, Euclid Avenue, and Shields Street with new roadway, curbs, gutters, and sidewalks as generally depicted on Exhibit D (Dedication Plat) and more

{00348156-4}

particularly described on Exhibit E (Dedication Property) hereto (the "Dedication Property"), which improvements include the extension of Euclid Avenue.

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

I. The City has determined that the Vacation Property is not needed for transportation or any other municipal purposes, and that the City's sale of the Vacation Property will not be detrimental to the public interest.

J. Tamara A. Miano, Esq., a reputable attorney practicing in Hamilton County, Ohio, at the request of the City has provided an Attorney's Certificate of Title dated October 7, 2021, certifying that the City and the Zoo are the owners of all real property abutting the Vacation Property.

K. The City's Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the ROW Property, including the release of the ROW Easements is \$151,450, (ii) the fair market value of the Pedestrian Bridge Easement is \$9,823, however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and Botanical Garden, and provide additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which will stimulate economic activity and growth in the Avondale neighborhood.

L. 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.

M. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City's sale of the Vacation Property and Pedestrian Bridge Easement because the City and the Zoo own all real property that abuts the Vacation Property, and as a practical matter no one other than an abutting property owner would have any use for the Vacation Property or the Pedestrian Bridge Easement.

N. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale and vacation of the Vacation Property to the Zoo, the partial release of the ROW Easements, the dedication of the Dedication Property to public use, and the conveyance of the Pedestrian Bridge Easement at its meeting on September 17, 2021.

O. Execution of this Agreement was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [____], 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Closing.

(A) Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to convey the Vacation Property, release and terminate certain portions of the ROW Easements in substantially the form of Exhibit F (Form of Partial Release of ROW Easements) hereto (the "Partial Release of ROW Easements"), and convey the Pedestrian Bridge Easement to the Zoo, and the Zoo

{00348156-4}

hereby agrees to accept the Vacation Property from the City. The purchase price of the transaction shall be \$0.00 (the "Purchase Price"). The Zoo acknowledges that it is familiar with the condition of the Vacation Property and, at the Closing (as defined below), the City shall convey the Vacation Property and the Pedestrian Bridge Easement to the Zoo in "as is" condition. The City makes no representations or warranties to the Zoo with respect to the condition of the Vacation Property and, from and after the Closing, the City shall have no liability of any kind to the Zoo for any defects, adverse environmental condition, or any other matters affecting the Vacation Property.

(B) Closing Date. Subject to the terms and conditions herein, the conveyance of the Vacation Property and Pedestrian Bridge Easement to the Zoo by the City, and the execution of a release of certain portions of the ROW Easements by the City (the "Closing") shall take place (i) 60 days from the date that Council authorized the execution of this Agreement, or (ii) on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied (the "Closing Date").

(C) Closing Conditions. The Closing shall not occur unless and until the following conditions have been satisfied (the "Closing Conditions"); *provided, however*, that if the City, in its sole discretion, determines that one or more of the Closing Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to the Zoo or handle such Conditions post-Closing. The Zoo shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City. The City, in its sole discretion, may waive one or more of the Closing Conditions.

- (i) Inspections: The Zoo's approval (or waiver) of inspections of the Vacation Property, including without limitation environmental assessments and soil assessments, to the extent the Zoo, at its option, elects to obtain such inspections;
- (ii) Plats, Legal Descriptions, and Deeds: The Zoo shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City's sale of the Vacation Property, including a vacation plat and legal description of the Vacation Property and legal description of the property to be released from the ROW Easements agreement;
- (iii) Creation of Utility Easements: The conveyance of former public right-of-way is subject to Ohio Revised Code Section 723.041 such that any affected public utility shall be deemed to have a permanent easement in such vacated portion of former public right-of-way for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. Prior to closing, the Zoo agrees to relocate any public utilities in such vacated portion of the public right-of-way to the satisfaction of the affected public utility at the Zoo's sole cost, or the City shall be obligated pursuant to Ohio Revised Code Section 723.041 to reserve blanket easements over all portions of vacated former public right-of-way.

(iv) Coordinated Report Conditions (CR #4-2021 & CR #11-2021):

(a) DOTE:

1. *Approval of Site Plan & Zoo's execution of Traffic Signal Agreement*: DOTE shall have approved Zoo's site plan for the proposed Euclid Extension, and, if required by DOTE, Zoo shall execute a *Traffic Signal Agreement* at or prior to Closing, both as described in the City's Deed. All right-of-way shall be redefined with a curb, sidewalk, and/or drive approach at the Zoo's expense.

{00348156-4}

2. *Street Opening Permit:* A DOTE Street Opening Permit is required for all work in the public right-of-way. All improvements in the public right-of-way shall be built to City standards, policies, and guidelines. All DOTE permit requirements shall be followed including that plan drawings be reviewed and approved by DOTE. The parties acknowledge that a DOTE Street Opening Permit is not required for work within vacated former public right-of-way.
3. *Environmental:* Zoo shall provide the City with a recent environmental assessment showing that the environmental condition of the Dedication Property is acceptable to the City. (The City acknowledges receipt of an environmental assessment prepared by Ecostratum, dated August ____, 2020, which has been reviewed and determined to be acceptable by the City's Office of Environment and Sustainability)
4. The Pedestrian Bridge shall be in accordance with the City's subdivision and Development Streets Manual, particularly Section 131.05, 243.01, and 243.02.
5. The Pedestrian Bridge shall comply with all ADA and City standards for pedestrian clearances and shall be at a minimum 16 feet over the roadway surface.
6. Relocation of all utilities necessary for construction of the Pedestrian Bridge shall be the responsibility of the Zoo.
7. The Zoo shall perform an annual structural inspection of the Pedestrian Bridge in accordance with the National Bridge Inspection Standards and the Ohio Department for Transportation Manual on Bridge Inspection. A copy of the report and inspection shall be filed with DOTE within 30 days of the inspection.

(b) MSDGC: The City, through the Metropolitan Sewer District of Greater Cincinnati ("MSD"), shall determine prior to the Closing whether the City's reservation of a utility easement is needed for existing sewer facilities located within the Vacation Property, and if so the easement shall be created in the City's Deed;

(c) Buildings and Inspections:

1. The Zoo shall obtain all necessary permits from the City's Department of Building and Inspections and DOTE.
2. Post-closing, the Zoo shall consolidate the parcels, as may be required by the Department of City Planning and Engagement prior to issuance of any building permits for the Pedestrian Bridge.

(D) Conveyance; Miscellaneous Closing Provisions. At the Closing, (i) the City shall convey the Vacation Property to the Zoo by a Quitclaim Deed in substantially the form of the attached Exhibit B (the "Deed"), convey the Pedestrian Bridge Easement in substantially the form of attached Exhibit C, and execute the Partial Release of ROW Easements. The Zoo shall pay all conveyance fees, transfer taxes, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing with respect to the Vacation Property, and from and after the Closing, the Zoo shall pay all real estate taxes and assessments thereafter becoming due with respect to the Vacation Property. The Zoo hereby guarantees

{00348156-4}

the payment of all taxes and assessments that are a lien on the Dedication Property on the date of acceptance. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, the Zoo shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by the Zoo to the City.

(E) Contingencies; Parties' Right to Terminate. The Zoo shall bear all costs associated with satisfying the Closing Conditions. If, for any reason, either party opts not to move forward with the Closing because the Closing Conditions are not satisfied or because of their dissatisfaction with title (including without limitation any new easements, covenants and restrictions to be created as described herein), survey, environmental, or any other matters pertaining to the property interests being acquired by them, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

2. Improvements to Public Right-of-Way.

(A) Design and Construction of Improvements. The Zoo hereby agrees to design and construct an extension to Euclid Avenue, as depicted on Exhibit D hereto, in accordance with plans and specifications approved in writing by DOTE. Prior to the Closing, the Zoo shall (i) have dedicated the Dedication Property to public use by executing the Dedication Plat and (ii) have applied for the required permits from DOTE to improve the dedicated public right-of-way. The parties acknowledge and agree that upon completion of construction on the Euclid Avenue extension the City shall accept the extension of Euclid Avenue, subject to all approvals and warranties as required by DOTE, the City's Office of Environment and Sustainability, and the City Planning Commission, and subject to the passage by Cincinnati City Council of an ordinance to accept the Dedication Property. The Zoo acknowledges that, (i) if the Zoo does not construct the extension to Euclid Avenue in accordance with DOTE requirements, the City has no obligation to accept the dedication of the extension of Euclid Avenue as public right-of-way, and (ii) the City makes no guarantee that Cincinnati City Council will pass an ordinance to accept such dedication or improvements.

(B) Applicable Laws. The Zoo shall obtain, pay for and maintain all necessary street opening permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the construction of the improvements, including without limitation those set forth on Exhibit G (Additional City Requirements) hereto. The City makes no representations or other assurances to the Zoo that the Zoo will be able to obtain whatever variances, permits or other approvals from the City's Department of Planning and Engagement, DOTE, other City departments, the City Planning Commission, or City Council that may be required in connection with the improvement of the public right-of-way.

(C) Reports and Inspections during Construction. During construction, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether the Zoo is complying with its obligations under this Agreement. If the City determines that the improvements are not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving the Zoo reasonable prior written notice thereof, to stop such work and order its replacement at the Zoo's expense.

(D) Mechanics Liens. The Zoo shall not permit any mechanics' liens or other liens to be filed against the Dedication Property during construction. If a mechanics' lien shall at any time be filed, the

{00348156-4}

Zoo shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.

(E) **Barricade Fees Payable to DOTE.** The Zoo acknowledges that (i) it may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate the Zoo's need for a barricade throughout construction and, if at any time after consultation with the Zoo DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

3. Insurance; Indemnification.

(A) **Insurance.** Throughout construction, the Zoo shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by the Zoo's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management prior to closing. The Zoo's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.

(B) **Waiver of Subrogation.** The Zoo hereby waives all claims and rights of recovery, and on behalf of the Zoo's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by the Zoo, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that the Zoo shall at all times protect against such loss or damage by maintaining adequate insurance.

(C) **Indemnity.** Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Zoo shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of the Zoo, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of the Zoo in connection with the Project.

4. Default; Remedies.

(A) **Default.** The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of the Zoo to perform any obligation under this Agreement, and failure by the Zoo to correct such failure within thirty (30) days after the Zoo's receipt of written notice thereof from the City; *provided, however,* that if the nature of the default is such that it cannot reasonably be cured within 30 days, the Zoo shall not be in default so long as The Zoo commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after the Zoo's receipt of the City's initial notice of default. The foregoing

{00348156-4}

notwithstanding, if the Zoo's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if the Zoo fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of the Zoo, the filing of any bankruptcy or insolvency proceedings by the Zoo, or the making by the Zoo of an assignment for the benefit of creditors; or

(iii) The filing of any bankruptcy or insolvency proceedings against the Zoo, or the appointment of a receiver (temporary or permanent) for the Zoo, or the attachment of, levy upon, or seizure by legal process of any of the Zoo's property, that, in each such event, is not released within 60 days after the filing thereof.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) terminate this Agreement by giving the Zoo written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of the Zoo, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. The Zoo shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of the Zoo under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City 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.

5. **Notices.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, 4th Floor
Cincinnati, OH 45202

To the Zoo:

Cincinnati Zoo Properties, LLC
3400 Vine Street
Cincinnati, Ohio 45220
Attn: _____

If The Zoo sends a notice to the City alleging that the City is in default under this Agreement, The Zoo shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

6. **Representations, Warranties, and Covenants.** The Zoo makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

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

{00348156-4}

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

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of the Zoo, threatened against or affecting the Zoo or any of its members, at law or in equity or before or by any governmental authority.

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

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

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

7. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. The Zoo shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to the public right-of-way improvements, this Agreement, or the Zoo's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the public right-of-way improvements, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by the Zoo and furnished to the City shall be in such form as the City may from time to time require.

(B) City's Right to Inspect and Audit. During construction and for a reasonable period of time thereafter, the Zoo shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit the Zoo's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by the Zoo to the City, the Zoo shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

8. General Provisions.

(A) Assignment. The Zoo shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain 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.

{00348156-4}

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

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

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

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

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

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

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

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

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

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

(M) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in the Zoo or in the Project, and the Zoo shall take appropriate steps to assure compliance.

9. Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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

- Exhibit A (*Vacation Plat*)
- Exhibit B (*Quit Claim Deed – Vacation Property*)
- Exhibit C (*Pedestrian Bridge Easement*)
- Exhibit D (*Dedication Plat*)
- Exhibit E (*Dedication Property*)

{00348156-4}

Exhibit F (*Form of Partial Release of ROW Easements*)
Exhibit G (*Additional City Requirements*)

[SIGNATURE PAGES FOLLOW]

{00348156-4}

71264382v2

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Recommended by:

John S. Brazina, Director,
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*The Zoo's Signature Page Follows*]

{00348156-4}

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

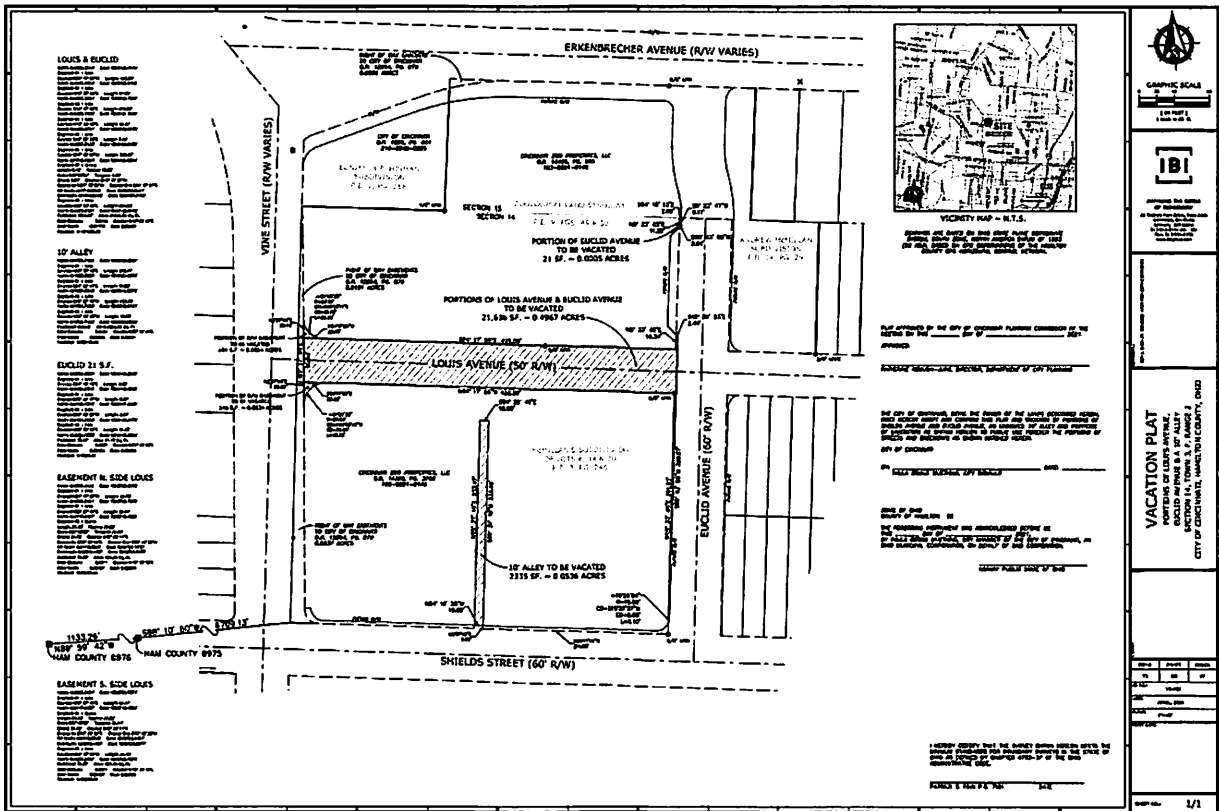
Printed Name: _____

Title: _____

Date: _____, 2021

{00348156-4}

Exhibit A
to Property Transfer Agreement
Vacation Plat



{00348156-4}

71264382v2

Exhibit B

to Property Transfer Agreement

Quit Claim Deed – Vacation Property

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the tax-mailing address of which is 3400 Vine Street, Cincinnati, OH 45220, Attn: Lori Voss ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address: None (Portions of former public right-of-way designated as Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley)
Auditor's Parcel ID Nos.: None
Prior instrument reference: None

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

Creation of Utility Easement. This conveyance is subject to R.C. Section 723.041 so that any affected public utility existing at the time of the conveyance shall be deemed to have a permanent easement in such vacated portions of Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities, unless and until such time as the public utility is re-located such that access to the public utility is no longer affected by the Property.

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

[SIGNATURE PAGE FOLLOWS]

{00348156-4}

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department,
801 Plum Street, Suite 214
Cincinnati, Ohio 45202

{00348156-4}

Exhibit A
to Quitclaim Deed
Vacation Plat

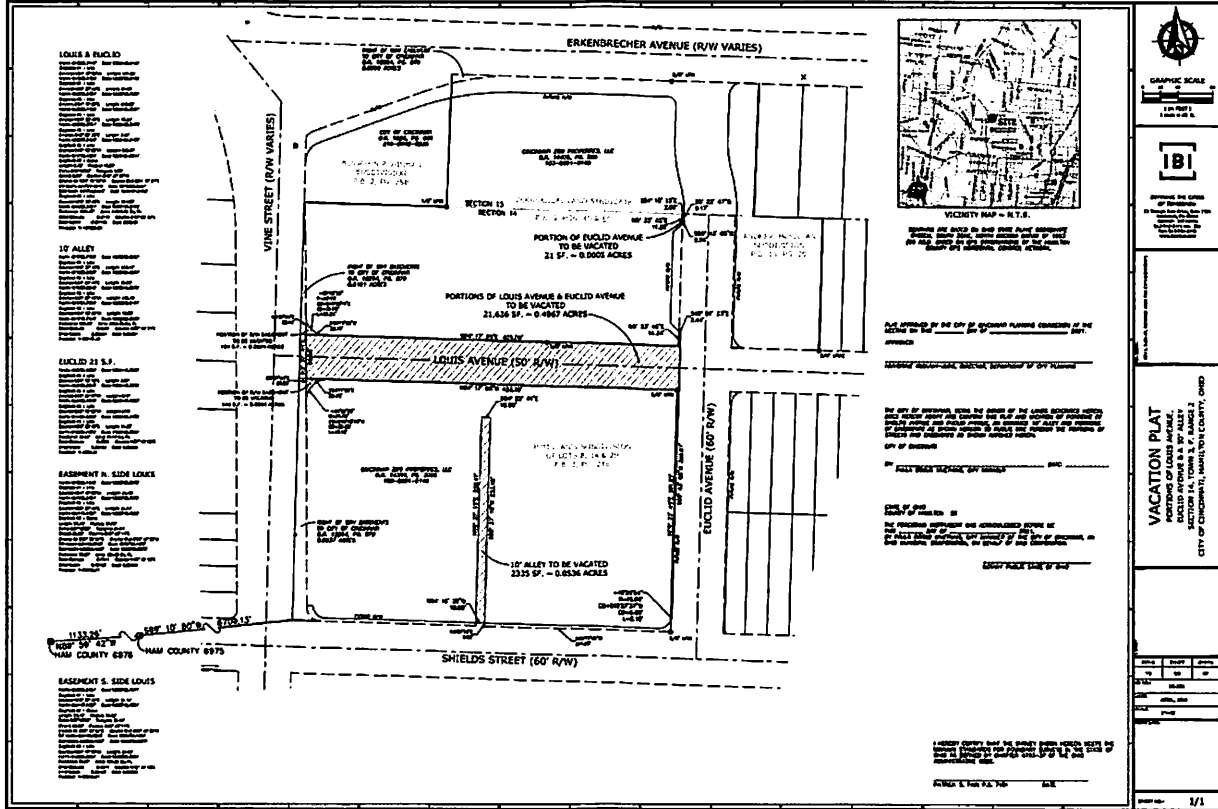


Exhibit B
to Quitclaim Deed

Legal Description

**PORTIONS OF LOUIS AVENUE &
EUCLID AVENUE VACATION**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portions of Louis Avenue and Euclid Avenue to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Page 246 and Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 8 courses:

1. In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the proposed easterly right of way line of Vine Street; thence
2. In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, South 84° 17' 55" East, 425.08 feet to a point in the westerly right of way line of Euclid Avenue; thence
4. In said westerly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to a point; thence
5. Leaving said westerly right of way line of Euclid Avenue, South 40° 06' 23" East, 2.44 feet to the proposed westerly right of way line of Euclid Avenue; thence
6. In said proposed westerly right of way line of Euclid Avenue, South 05° 43' 05" West, 320.67 feet to a point; thence
7. In a curve to the right having a radius of 15.00 feet, a delta angle of 19° 29' 04" and an arc distance of 5.10 feet subtended by a chord which bears South 15° 27' 37" West, 5.08 feet to a point in the existing westerly right of way of Euclid Avenue; thence
8. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 261.03 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21,636 Sq.Ft. or 0.4967 acres.

Exhibit B (Cont.)
to Quitclaim Deed

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

PORTION OF EUCLID AVENUE VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of Euclid Avenue to be vacated, Euclid Avenue originally platted by Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in the northwesterly corner in the northerly terminus of Euclid Avenue (60' R/W) and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In the northerly right of way of Euclid Avenue, South 84° 18' 13" East, 2.06 feet to a point in the proposed westerly right of way line of Euclid Avenue; thence
2. In said proposed westerly right of way line of Euclid Avenue, South 05° 22' 47" West, 9.17 feet; thence
3. Continuing in said proposed westerly right of way line of Euclid Avenue, South 50° 43' 05" West, 2.94 feet to a point in the existing westerly right of way of Euclid Avenue; thence
4. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 11.25 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21 Sq.Ft. or 0.0005 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

**Exhibit B (Cont.)
to Quitclaim Deed**

10' ALLEY VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a 10' unnamed alley to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning In an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), thence In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' unnamed alley; thence In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 3.52 feet to a point in the proposed northerly right of way of said Shields Street and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In said proposed northerly right of way of Shields Street, North 84° 16' 28" West, 10.00 feet to a point in the westerly right of way line of said 10' alley; thence
2. In said westerly right of way line of the 10' alley, North 05° 37' 15" East, 233.47 feet to a point in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, South 84° 22' 41" East, 10.00 feet to a point in the easterly right of way line of said 10' alley; thence
4. In said easterly right of way line of the 10' unnamed alley, South 05° 37' 15" West, 233.48 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 2,335 Sq.Ft. or 0.0536 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
NORTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence in said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence in said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

**Exhibit B (Cont.)
to Quitclaim Deed**

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence in said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit C

to Property Transfer Agreement

Pedestrian Bridge Easement

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

Property: Cincinnati Zoo

GRANT OF EASEMENT

This Grant of Easement is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 ("**Grantee**").

Recitals:

A. By virtue of a deed recorded in Deed Book 1626, Page 601, Hamilton County, Ohio Records, The City owns certain real property commonly known as the Cincinnati Zoological and Botanical Garden, which is under the management and control of the Board of Park Commissioners (the "**Park Board**"), as more particularly described on Exhibit A (Legal Description) hereto (the "**Zoo Property**").

B. Pursuant to that certain *Contract* dated June 23, 1972, as amended, by and between the City and the Zoological Society of Cincinnati (the "**Zoo**") pertaining to the operation and maintenance of the Zoo Property, the Zoo operates and maintains the Zoo Property. The Zoo owns or otherwise controls Grantee.

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

D. Grantee seeks to reconstruct and expand a surface parking lot located partially on the Zoo Property and partially on adjacent property owned by Grantee to benefit the Cincinnati Zoo and Botanical Garden (the "**Project**"). As part of the Project, Grantee has petitioned the City to grant aerial easement rights over Erkenbrecher Avenue so that Grantee may construct, maintain, and operate a pedestrian bridge (the "**Improvements**") to facilitate pedestrian ingress and egress to and from said surface parking lot to the Cincinnati Zoo and Botanical Garden.

E. The City Manager, in consultation with the Park Board and DOT, has determined that (i) granting the easement will not have an adverse effect on the City's retained interest in the Zoo Property, (ii) granting the easement will not have an adverse effect on the City's retained interest in the Erkenbrecher Avenue public right-of-way, and (iii) granting the easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

F. The City's Real Estate Services Division has determined that the approximate fair market value of the easement is \$9,823; however, the City is agreeable to grant the easement to Grantee for \$0 in consideration of the economic and noneconomic benefits that the City will receive from the from the

Project that are anticipated to equal or exceed the fair market value of the easement because it is anticipated that the Project will enhance pedestrian and traffic flow around the Cincinnati Zoo and Botanical Garden, providing pedestrian safety, adding additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which is likely to stimulate economic growth and activity in the Avondale neighborhood.

G. The Park Board approved granting the easement at its meeting on [_____].

H. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the easement at its meeting on September 17, 2021.

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

NOW THEREFORE, the City does hereby agree as follows:

1. **Grant of Easement.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, the following easement rights: (i) a non-exclusive easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement on, under, over, and across portions of Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B (Survey Plat) and described on Exhibit C (Legal Description –Easement Area) hereto; and (ii) a non-exclusive aerial encroachment easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement over and across those portions of the Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C hereto (the “**Pedestrian Bridge Easement**”, or the “**Pedestrian Bridge Easement Area**”, as applicable).

2. **Permitted Use; Utilities; Termination.**

(A) **Permitted Use.** Grantee, the Zoo and their agents, employees, invitees, licensees, and members of the general pedestrian public shall have the right to pass over and across the Improvements located within the Pedestrian Bridge Easement Area on foot or in wheelchair or similar ambulatory device to and from the Zoo Property and Grantee’s adjacent property (the “**Permitted Use**”). Grantee shall not use or permit the use of the Pedestrian Bridge Easement 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 Permitted Use.

(B) **Termination.** Notwithstanding anything herein to the contrary, the Pedestrian Bridge Easement shall automatically terminate (i) upon any permanent alteration or elimination of the Improvements within the Pedestrian Bridge Easement Area such that the Pedestrian Bridge Easement would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Pedestrian Bridge Easement Area or any portion thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act (“**ADA**”) regulations compliance or accessibility standards; or (iii) upon written notice from the City if the City determines that the Improvement is creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability or accessibility of any public right-of-way facilities

3. **Construction; Alterations; Maintenance and Repairs; No Liens.**

(A) **Construction.** The Improvements shall be constructed and maintained in accordance with the plans and specifications approved by the Park Board and DOTE, and in accordance with applicable code standards.

(B) **No Alterations.** Once installed, Grantee shall not make any enlargements or other modifications to the Improvements without the prior written consent of the City.

(C) **Maintenance and Repairs.** Grantee, at no cost to the City, shall maintain the Improvements in a continuous state of good condition and repair, including, without limitation to, all usual and necessary maintenance and repairs related to use by members of the pedestrian public. Grantee acknowledges that there may be existing easements for utility lines and related facilities in the vicinity of the Pedestrian Bridge Easement ("**Third Party Utility Lines**"). In connection with Grantee's construction, maintenance, repair and use of the Improvements, Grantee shall not interfere with the access of utility companies to maintain and repair the Third Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees or invitees. Any relocation of Third Party Utility Lines necessitated by Grantee's activities under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

(D) **No Liens.** Grantee shall not permit any mechanics liens to attach to the Zoo Property in connection with work performed by or at the request of Grantee.

4. Insurance; Indemnification. In addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City and the Park Board as additional insureds, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Pedestrian Bridge Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City and the Park Board harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorney's fees), liability and damages suffered or incurred by, or asserted against, the City or Park Board in connection with Grantee's respective construction, maintenance, repair, use, or other matters associated with the Improvements.

5. Coordinated Report Conditions (CR #11-2021). The following additional conditions shall apply:

(A) **DOTe:**

(i) The design and development of the Improvements shall be in accordance with the City of Cincinnati's Subdivision and Development Streets Manual, dated June 1, 2012, particularly Sections 131.05, 243.01 and 243.02.

(ii) The Improvements must maintain pedestrian clearances to meet city standards and ADA.

(iii) The Improvements shall provide a minimum clearance of 16 feet above the roadway surface.

(iv) Grantee shall perform an annual structural inspection of the Improvements in accordance with National Bridge Inspection Standards and the Ohio Department of Transportation Manual of Bridge Inspection. A copy of such report shall be filed with the City Department of Transportation within 30 days of the date of inspection.

(B) **MSD:**

(i) At the proposed location for the Bridge over Erkenbrecher Ave, exists an 18" vitrified clay sewer approximately 15 feet deep.

(ii) A MSDGC Excavation and Fill (E/F) permit as well as bond may be necessary for any predesign, geotechnical activity, construction, construction traffic, earthwork, or any other construction activity at or near existing public sewers and depending on the final design of the concept provided with the permit application. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing of existing public sewers, etc) and depending on the final plan and profiles with elevations and dimensions for permanent structures proposed such as the modular block wall system and foundation locations, column/pier/endcaps and foundation locations, with respect to existing sewers. Information and loading calculations will be needed for MSDGC review from the project to ensure no additional loads are exerted on existing sewers as the result of proposed structures. All requirements described in this paragraph shall be established by the MSDGC E/F Permit.

(C) GCWW: Within the existing Erkenbrecher Avenue public right-of-way there is an existing 12" public water main. The petitioner must contact OUPS to have the water main field located and marked in the field prior to construction. Any damage done to the existing 12" water main as a result of the construction of the Improvements must be repaired entirely at Grantee's expense and at no cost to the City.

(D) Cincinnati Bell: There are existing underground telephone facilities at this location. 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 Grantee's expense.

6. Default. If Grantee, its successors-in-interest, or assigns fail to perform any maintenance, repair, or other work obligation as set forth herein, and fails to address the same to the satisfaction of the City within thirty (30) days after receiving written notice thereof from the City, the City shall have the right, but not the obligation, to perform such maintenance, repair, or other work, at their expense, payable within ten (10) days after receiving an invoice from the City evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to the City for the payment of such work.

7. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and Grantee, and be binding upon Grantee, and its successors-in-interest with respect to the Zoo Property and Grantee's adjacent property, which adjacent property is more particularly described on Exhibit D (Grantee's Adjacent Property) hereto.

8. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

9. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Cincinnati Park Board, 950 Eden Park Drive, Cincinnati, OH 45206. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

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

11. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
 Exhibit A – *Legal Description – Zoo Property*
 Exhibit B – *Survey Plat*
 Exhibit C – *Legal Description – Easement Area*
 Exhibit D – *Grantee's Adjacent Property*

Executed by the City on the date of acknowledgement set forth below (the "Effective Date").

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
 COUNTY OF HAMILTON)

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

 Notary Public
 My commission expires: _____

Recommended by:

 Kara Kish, Director
 Cincinnati Park Board of Commissioners

Recommended by:

 John S. Brazina, Director
 Department of Transportation and Engineering

Approved as to Form:

 Assistant City Solicitor

[*Grantee's Signature Page Follows*]

Acknowledged and agreed to by:

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, 214
Cincinnati, OH 45202

EXHIBIT A
to
Grant of Easement

Legal Description - Zoo Property

PARCEL ONE.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows, to-wit:

Being in Section 15, Township 3, Fractional Range 2 of the Miami Purchase, and being all of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision, according to plat recorded in Plat Book 9, pages 49 and 50 of the Hamilton County records; said lots each fronting 50 feet on the easterly side of Vine Street and each extending back 125 feet in depth, being part of the premises conveyed to the grantor by Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, by deed recorded in Deed Book 831, page 523 of said records.

PARCEL TWO.

The west 15 feet of lot No. 65 of the said Zoological Land Syndicate Subdivision, being a strip of land fronting 15 feet on the north side of Erkenbrecher Avenue, running back northwardly 150 feet between parallel lines to the property hereinafter described as parcel number nine (9); being the said property conveyed to the grantor by deed from Sarah Terrell and husband, recorded in Deed Book 945, page 502 of said records.

PARCEL THREE.

A triangular portion of Lot No. 46 of the said Zoological Land Syndicate Subdivision described as follows:
Beginning at a point on the dividing line between Lots 46 and 47 of said subdivision where the same is intersected by the easterly line of said subdivision, thence southwestwardly on said dividing line 16 feet; thence northwardly to a point in the easterly line of said lot No. 46 which is distant 15.42 feet, measured on said westerly line of said Lot No. 46, from the point of beginning; thence southeastwardly with said easterly line of said Lot No. 46, 15.42 feet to the place of beginning; being the same premises conveyed to the grantor by deed from Christine DeLaCroix and husband, recorded in Deed Book 1115, page 483 of said records.

EXHIBIT A (Cont.)

PARCEL FOUR.

All of lots 15, 21, 22 and 23 of Archibald Irwin's Subdivision as recorded in Deed Book 148, page 439 of the records of Hamilton County, Ohio; also lots Nos. 8 and 10 of said subdivision excepting therefrom a strip 48 feet in width at the west end of said lots heretofore sold and conveyed by deed recorded in Deed Book 508, page 485 of said records; the portion of said lots Nos. 8 and 10 hereby conveyed together fronting 239 feet on the west side of North Street as laid out on the plat of said subdivision and extending westwardly 150 feet; also lots Nos. 12 and 14, of said subdivision saving and excepting a parcel, commencing at the southwest corner of said lot No. 14 and extending northwardly therefrom upon the west line of said lot 30 feet, thence eastwardly on a line parallel to the south line of said lot 141 feet; thence southwardly on a line parallel to the west line of said lot 30 feet; thence westwardly along the south line of said lot 141 feet to the place of beginning, being the property heretofore sold and conveyed to one A. Pfeiffer, said lots 12 and 14 hereby conveyed together fronting 239 feet on the west side of North Street by 239 feet on the south side of West Street saving and excepting said lot 30 by 141 feet hereinabove described; also the east end of lots Nos. 11 and 13 in said subdivision commencing at the northeast corner of said Lot No. 11 on West Street and extending westwardly along the south line of West Street 9 feet; thence southwardly at right angles to West Street 209 feet; thence eastwardly on a line parallel to the south line of West Street 9 feet, thence northwardly along the east line of lots Numbers 11 and 13, 209 feet to the south line of West Street to the place of beginning; Also all property adjacent to said lots 8, 10, 12, 14, 15, 16, 17, 19, 20, 21, 22 and 23 of said subdivision that was formerly contained within the limits of North Street and West Street as laid out on the recorded plat of said subdivision insofar as said streets abutted on the property herein conveyed; said parts of said streets having been vacated by the City of Cincinnati by ordinance passed by the Council thereof on May 21, 1906. Said property referred to as Parcel 4, having been conveyed to the grantor by three deeds, one from Hulda Stallo, et al., dated April 8, 1907, recorded in Deed Book 977, page 22; one from the Humboldt Lodge No. 274 Independent Order of Odd Fellows, dated June 29, 1905, recorded in Deed Book 940, page 8 of said records; and one from Jacob Niemeyer, et al. dated June 30, 1905, and recorded in Deed Book 923, page 5 of said records.

EXHIBIT A (Cont.)

PARCEL FIVE.

All of lots 191, 192, 193 and 194 of the Mt. Auburn and Avondale Syndicate Subdivision as shown on plat recorded in Plat Book 8, page 44 of said records, excepting a strip 60 feet wide off the east side of said lots conveyed to the City of Cincinnati by deed from the grantor herein recorded in Deed Book 1022, page 371 of said records. //3

PARCEL SIX.

That lot of land beginning in the center of Forest Avenue, at the northeast corner of lot No. 17, of B.P. Hinman's Subdivision as recorded in Plat Book 2, page 258 of said records; thence west along the center of said Forest Avenue 280 feet more or less to the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence southeastwardly along the east line of said right of way 465 feet more or less to the east line of said lot No. 17 aforesaid, thence north along the east line of said lot No. 17 to the place of beginning, containing 1.44 acres of land more or less 2

and being the same property conveyed to the grantor by Thomas Evans and wife by deed dated June 8, 1903, and recorded in Deed Book 889, page 627 of said records.

PARCEL SEVEN.

Beginning at the southwest corner of Forest Avenue and Dury (formerly Western) Avenue as dedicated by Harrison D. Durrell, et al. by deed dated December 2, 1896; thence north 87 degrees, 39 minutes west along the south line of Forest Avenue 135.10 feet more or less to the east line of Lot No. 17 of B.P. Hinman's Subdivision, thence southwardly along the east line of said lot No. 17, four hundred and nineteen and 87/100 (419.87) feet more or less to the northwest corner of lot 194 of the Mt. Auburn and Avondale Syndicate Subdivision, thence along the northern boundary of said lot 194, south 47 degrees, 55 minutes east 98.18 feet, thence southeastwardly by a curve 1019.80 feet radius, 88.26 feet to the west line of Dury Avenue, thence north one degree, 36 minutes east along the west line of said Dury Avenue, 530.95 feet to the place of beginning, excepting a strip 60 feet wide off the east side of the property so described, conveyed to the City of Cincinnati by the grantor by deed recorded in Deed Book 1022, page 391 of said records; being the same property, less said exception, conveyed to the grantor by five deeds, one from Richard T. Durrell and wife, dated May 23, 1903, and recorded in Deed Book 889, //3

EXHIBIT A (Cont.)

PARCEL NINE.

Beginning in the south line of Section 15, Township 3, Fractional Range 2 of the Miami Purchase, at the southwest corner of the first tract described in a deed from John Hauck to Marmet, et al., recorded in Book 628, page 181, of Hamilton County Records; thence along said Section line north 88 degrees, 30 minutes west 545 feet to the southwest corner of a strip of land conveyed by Thomas French to William Wilshire, et al. by deed recorded in Book 448, page 469 Hamilton County records; thence with the west line of said strip north 23 degrees, 59 minutes west 143.38 feet, more or less to the southwest corner of the second described tract in the deed from John Hauck to said Marmet, et al., thence north 50 degrees east, 300 and 42/100 feet; thence north 40 degrees west, 25 feet; thence north 50 degrees east, 155 feet; thence north 40 degrees, west

864.74 feet; thence north 2 degrees, 6 minutes east 669.38 feet along the east boundary line of lots 8 and 9 of the Zoological Land Syndicate Subdivision and the east boundary line of premises formerly owned by Louise Knabe and the east line of the Moessinger and Hoffmann Subdivision, a plat of which is recorded in Plat Book 4, page 305 Hamilton County Records; thence south 88 degrees, 30 minutes east 1187 feet more or less to a point in the center of Forest Avenue, which is the northwest corner of the third described tract in the deed from John Hauck to said Marmet, et al., and in the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence south-eastwardly along the right of way of said railroad 465 feet more or less to the southeast corner of said third described tract; thence south 2 degrees, 6 minutes west 1044 feet, more or less to the northeast corner of the tract first described in the deed of John Hauck to Marmet, et al., thence with the line of the same north 88 degrees, 30 minutes west 600 feet; thence south 2 degrees, 6 minutes west, 360 feet to the place of beginning, containing forty-five (45) acres more or less, and being parts of Lots One (1), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Seventeen (17), Nineteen (19), and Twenty (20) and all of lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Eighteen (18) of B.P. Hinman's Subdivision, as recorded in Plat Book No. 2, page 258 of the Hamilton County Records.

EXHIBIT A (Cont.)

The foregoing tract of land being part of the premises conveyed to the grantor by the deed from Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, recorded in Deed Book 831, page 523, of the Hamilton County Records, subject, however, to all rights of the City of Cincinnati in Vine Street, Erkenbrecher Avenue and Forest Avenue included therein, and including a triangular lot acquired by the City of Cincinnati for widening the intersection of the east line of Vine Street with the south line of Erkenbrecher Avenue.

PARCEL TEN.

Beginning at the southwest corner of Forest and Dury Avenues; thence south on the west line of Dury Avenue 150 feet to a point; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence north parallel to the west line of Dury Avenue to the south line of Forest Avenue; thence east on the south line of Forest Avenue to the place of beginning, excepting therefrom a triangular parcel of land at the southwest corner of Dury and Forest Avenues described as follows:

Beginning at a point in the south line of Forest Avenue 60 feet west of the southwest corner of Dury and Forest Avenue; thence eastwardly 60 feet to the southwest corner of Dury Avenue and Forest Avenues; thence southwardly

along the west line of Dury Avenue 60 feet to a point, and from said point northwestwardly to the place of beginning.

PARCEL ELEVEN.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and in Section 15, Town 3, Fractional Range 2 of the Miami Purchase, and being also part of Lots 191, 192 and 193 of the Mt. Auburn and Avondale Syndicate Subdivision as recorded in Plat Book 8, Volume 1, page 44 of the plat records of Hamilton County, Ohio, and bounded as follows:

Beginning at a point in the west line of Dury Avenue which is the southeast corner of said Lot 191; thence north along the west line of Dury Avenue to a point 150 feet south of the southwest corner of Dury Avenue and Forest Avenue; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence south parallel to the west line of Dury Avenue to a point in the south line of said lot 191; thence east on the south line of said lot 191 to the place of beginning.

EXHIBIT A (Cont.)

PARCEL TWELVE.

Situate in the City of Cincinnati, Hamilton County, Ohio, and being part of Section 15, Township 3, Fractional Range 2 of the Miami Purchase and further described as follows:

Being all of lots One hundred and Eighty-Two (182), One hundred and eighty-three (183) and One Hundred and eighty-four (184) of the Mt. Auburn and Avondale Syndicate Subdivision made by Robert Allison, et al., Trustee, as shown by the plat of said Subdivision recorded in Plat Book 8, No. 1, page 44 in the Recorder's Office of Hamilton County, Ohio.

Excepting from the above described parcels of real estate the following described property:

Beginning at a point at the intersection of the east line of Beldare Avenue (formerly Belvedere) with the south line of what was formerly West Street, now vacated by Ordinance of the City of Cincinnati, No. 1403-1906; thence southwardly along the east line of Beldare Avenue (formerly Belvedere) a distance of 208.60 feet; thence eastwardly parallel to West Street a distance of 150.65 feet; thence northwardly parallel to Beldare Avenue (formerly Belvedere) a distance of 208.60 feet to a point in the south line of West Street; thence westwardly along the south line of West Street a distance of 150.65 feet to the place of beginning; being part of lots Numbers twelve (12) and fourteen (14) of Archibald Irwin's Subdivision, as recorded in Deed Book 148, page 440 of the records of Hamilton County, Ohio. Also an easement from Beldare Avenue (formerly Belvedere) running through West Street, now vacated, to a point 150 feet east of the east line of Beldare Avenue (formerly Belvedere) for the purpose of giving Henry Allendorf, his heirs and assigns access to garages all as set forth in the deed from the Central Trust Company, grantor therein to Henry Allendorf, dated May 9, 1928, and recorded in Deed Book 1459, page 551 of the records of Hamilton County, Ohio.

Excepting further the following described property:

Beginning at a point in the north line of Erkenbrecher Avenue which point is seven hundred and forty-eight and ninety-five hundredths (748.95) feet more or less west of Dury Avenue as measured along the north line of Erkenbrecher Avenue and which point is in the west line of lot 55 of Zoological Land Syndicate Subdivision and which point is also in the east line of the grantor's land; thence north eighty-eight degrees, thirty-seven minutes (88°37') west along said north line of Erkenbrecher Avenue one hundred eighty-two and eighty-seven hundredths (182.87) feet; thence on a curved line having a

EXHIBIT A (Cont.)

radius of one hundred and twenty five (125.0) feet and deflecting to the right forty-eight degrees thirty-seven minutes (48°37') one hundred and five and sixty-six hundredths (105.66) feet to the northeasterly line of Vine Street; thence north forty degrees (40°) west along said line of Vine Street three hundred and thirty-three and nineteen hundredths (333.19) feet to a point twenty (20.0) feet distant from the west line of the grantor's land as measured along the northeast line of Vine Street; thence north fifty degrees (50°) east and parallel with the said grantor's west line ten (10.0) feet; thence south forty degrees (40°) east three hundred and thirty-three and nineteen hundredths (333.19) feet; thence on a curved line having a radius of one hundred and fifteen (115.0) feet and deflecting to the left forty-eight degrees and thirty-seven minutes (48°37') ninety-seven and twenty hundredths (97.20) feet; thence south eighty-eight degrees thirty-seven minutes east one hundred eighty-two and ninety-seven hundredths (182.97) feet (S 88° 37' E 182.97) to the east line of grantor's land; thence south two degrees west ten feet (S 2° W 10) to the place of beginning, being a part of Lots 9, 10 and 11 Hinman's Subdivision as recorded in Plat Book 2, page 258 and part of lots 47, 50, 51 and 54 of The Zoological Land Syndicate Subdivision as recorded in Plat Book 9, page 49, Hamilton County Records and containing one hundred and forty-two thousandths (0.142) acres; also an easement for slopes two (2) feet in width for each foot in elevation above or below the curb grade of Erkenbrecher Avenue and Vine Street adjoining to the north, the entire length of the ten (10) foot strip as described above, being the same premises heretofore conveyed by deed dated March 31, 1931, and recorded in Deed Book 1575, page 58, of the records of Hamilton County, Ohio.

Excepting further the following, being an easement for loop purposes granted to The Cincinnati Street Railway Company, on the following described property:

Beginning at a point ten (10) feet north of the northeast line of Vine Street as measured along a line running parallel with and twenty (20) feet east from the west line of Lot 47 of Zoological Land Syndicate Subdivision, recorded in Plat Book 9, page 49, Hamilton County Recorder's Office; thence north fifty degrees (50°) east parallel with said west line of lot 47, ninety (90) feet; thence south forty degrees east eighty feet (S 40° E 80') thence due south one hundred and forty (140) feet to a point ten (10) feet north Fifty (50°) degrees east of Vine Street; thence north forty degrees (40°) west parallel with Vine Street one hundred and eighty-seven and twenty-six hundredths (187.26) feet to the place of beginning, being a part of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision and a part of Lot 11 of B. P. Hinman's Subdivision, and containing two hundred and seventy-seven thousandths (0.277) acres, and being the same premises heretofore conveyed by deed dated March 30, 1931, and recorded in Deed Book 1572, page 318 of the records of Hamilton County, Ohio.

EXHIBIT B
to
Grant of Easement
Survey Plat

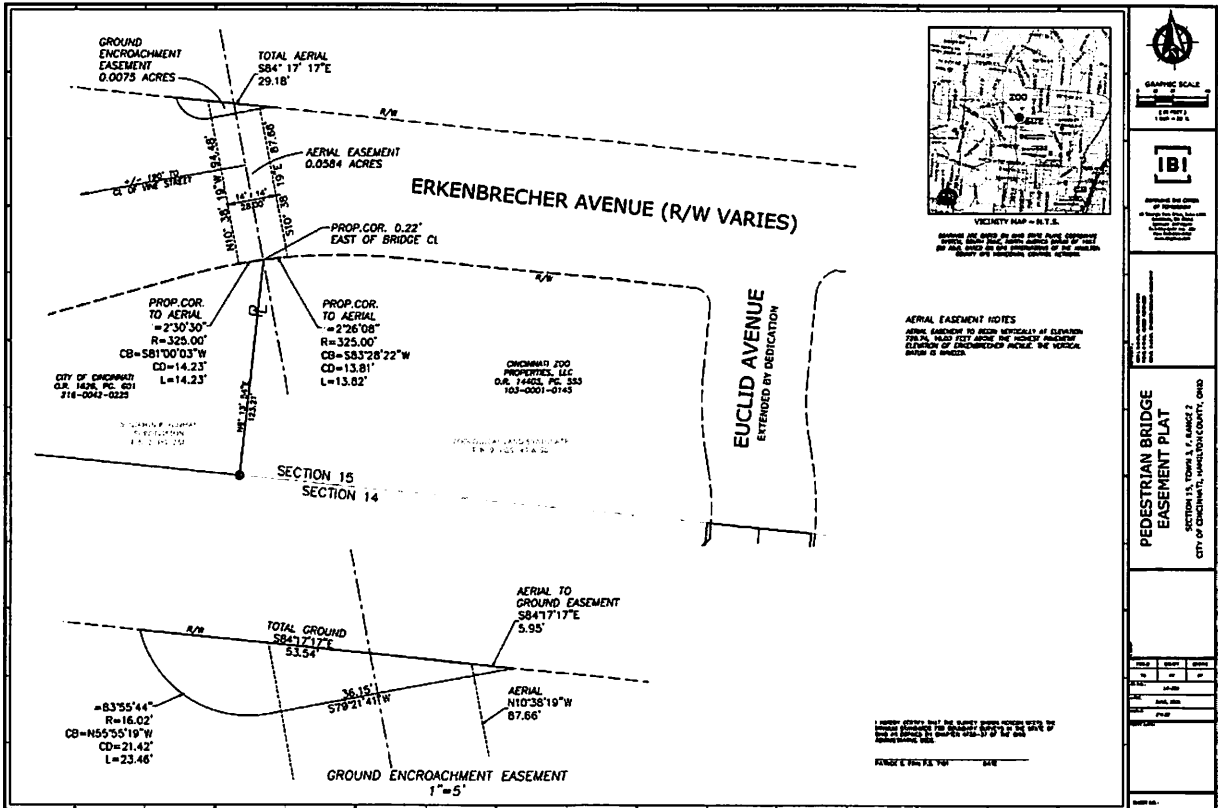


EXHIBIT C
to
Grant of Easement

Legal Description-Easement Area

PEDESTRIAN BRIDGE GROUND ENCROACHMENT EASEMENT IN ERKENBRECHER AVENUE R/W

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Ground Encroachment Easement in Erkenbrecher Avenue right of way, approximately 190 feet east of Vine Street, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021; thence

In said southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears North 83° 28' 22" East, 13.81 feet to a point; thence

Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 87.66 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence

In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 5.95 feet to a point being the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described; thence the following 3 courses:

1. Leaving said northerly right of way line of Erkenbrecher Avenue; South 79° 21' 41" West, 36.15 feet to a point; thence
2. In a curve to the right having a radius of 16.02 feet, a delta angle of 83° 55' 44" and an arc length of 23.46 feet subtended by a chord which bears North 55° 55' 19" West, 21.42 feet to a point in said northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 53.54 feet to the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described.

Containing 333 S.F. or 0.0075 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT C (Cont.)
to Grant of Easement

PEDESTRIAN BRIDGE AERIAL EASEMENT OVER ERKENBRECHER AVENUE

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Aerial Easement over Erkenbrecher Avenue approximately 190 feet east of Vine Street, the bottom of said easement being 16.00 feet above the highest pavement elevation of said Erkenbrecher Avenue and being at elevation 729.74 (Vertical Datum NAVD29), all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021, said point being at said elevation 729.74 (Vertical Datum NAVD29) and being the TRUE POINT OF BEGINNING of this Aerial Easement herein described; thence the following 5 courses:

1. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 30' 30" and an arc length of 14.23 feet subtended by a chord which bears South 81° 00' 03" West, 14.23 feet to a point; thence
2. Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 94.48 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 29.18 feet to a point; thence
4. Leaving said northerly right of way line of Erkenbrecher Avenue, South 10° 38' 19" East, 87.66 feet to a point in said southerly right of way line of Erkenbrecher Avenue; thence
5. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears South 83° 28' 22" West, 13.81 feet to the TRUE POINT OF BEGINNING of this Aerial Easement herein described.

Aerial Easement Horizontal Area = 2,544 S.F. or 0.0584 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT D
to Grant of Easement

Grantee's Adjacent Property

Tract I:

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007)	O.R. 12815, Page 1308 (103-0001-0135)
O.R. 12643, Page 837 (103-0001-0006)	O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004)	O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002)	O.R. 12482, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139)	O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164)	O.R. 12590, Page 600 (216-0042-0165)
O.R. 14384, Page 2796 (216-0042-0166)	O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168)	O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)	

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

**EXHIBIT D (Cont.)
to Grant of Easement**

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.38 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8286 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

**EXHIBIT D (Cont.)
to Grant of Easement**

Tract II:

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence
7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Ad.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit D
to Property Transfer Agreement
Dedication Plat

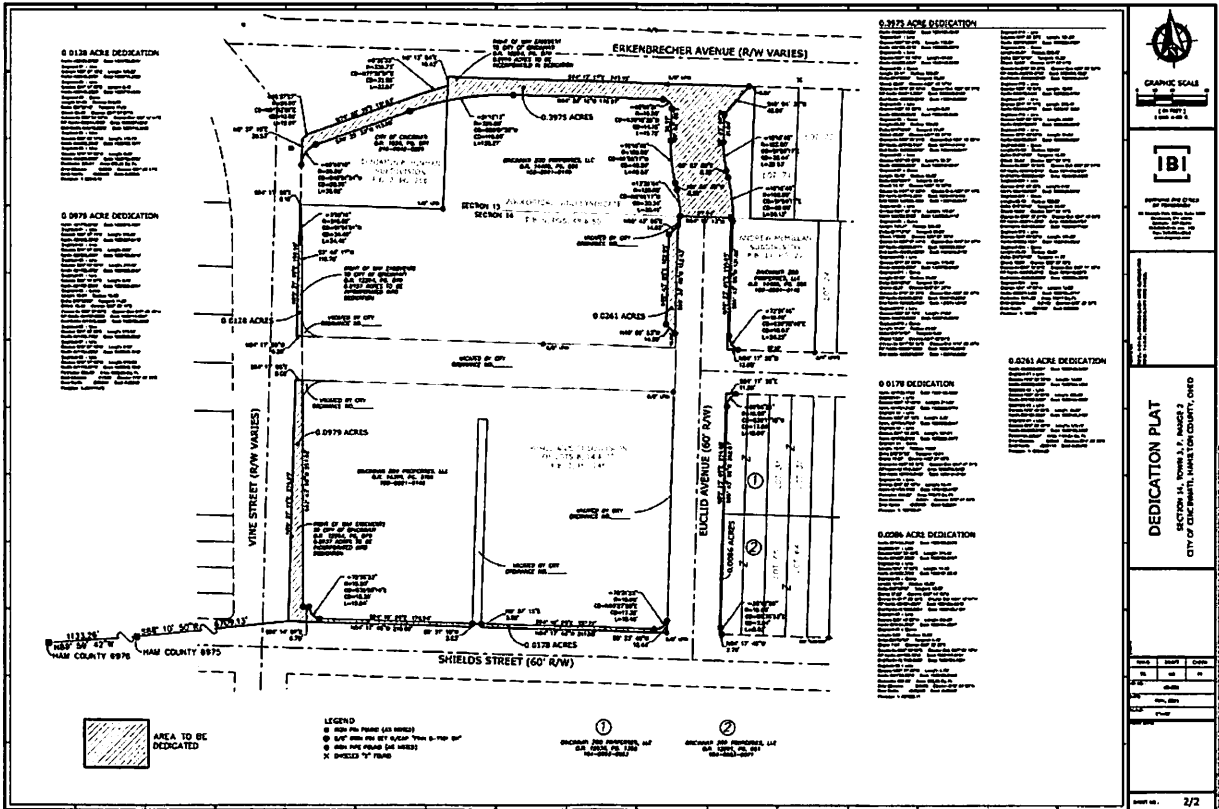


Exhibit E

to Property Transfer Agreement

Dedication Property

EUCLID AVENUE, ERKENBRECHER AVENUE & VINE STREET 0.3881 ACRES DEDICATION

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555 and also a portion of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Andrew McMillan Subdivision, Plat Book 14, Page 29 and Benjamin P. Hinman Subdivision, Plat Book 2, Page 258, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W) said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 25 courses:

1. In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to a point being in the northerly terminus of said Euclid Avenue; thence
2. In said northerly terminus of Euclid Avenue, North 84° 18' 13" West, 57.94 feet to an Iron Pin Set; thence
3. In the proposed westerly right of way line of Euclid Avenue extended in a curve to the left having a radius of 128.00 feet, a delta angle of 13° 36' 44" and an arc length of 30.41 feet subtended by a chord which bears North 02° 45' 17" West, 30.34 feet to an Iron Pin Set; thence
4. Continuing in said proposed westerly right of way line of Euclid Avenue, North 09° 33' 39" West, 8.26 feet to an Iron Pin Set; thence
5. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the right having a radius of 182.00 feet, a delta angle of 15° 16' 45" and an arc length of 48.53 feet subtended by a chord which bears North 01° 55' 17" West, 48.39 feet to an Iron Pin Set; thence
6. Continuing in said proposed westerly right of way line of Euclid Avenue, North 05° 43' 05" East, 36.37 feet to an Iron Pin Set; thence
7. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the left having a radius of 10.00 feet, a delta angle of 90° 05' 21" and an arc length of 15.72

Exhibit E (Cont.)
to Property Transfer Agreement

- feet subtended by a chord which bears North 39° 19' 35" West, 14.15 feet to an Iron Pin Set in the proposed southerly right of way line of Erkenbrecher Avenue; thence
8. In said proposed southerly right of way line of Erkenbrecher Avenue, North 84° 22' 16" West, 170.97 feet to an Iron Pin Set; thence
 9. Continuing In said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 21° 12' 12" and an arc length of 120.27 feet subtended by a chord which bears South 85° 01' 38" West, 119.59 feet to an Iron Pin; thence
 10. Continuing In said proposed southerly right of way line of Erkenbrecher Avenue, South 74° 25' 33" West, 113.60 feet to an Iron Pin Set; thence
 11. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 68° 48' 18" and an arc length of 30.02 feet subtended by a chord which bears South 40° 01' 24" West, 28.25 feet to an Iron Pin Set in the existing easterly right of way line of Vine Street; thence
 12. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 29.53 feet to a point in the existing southerly right of way line of Erkenbrecher Avenue; thence
 13. In said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 29.00 feet, a delta angle of 25° 37' 07" and an arc length of 12.97 feet subtended by a chord which bears North 61° 42' 01" East, 12.86 feet to a point; thence
 14. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 74° 30' 35" East, 131.63 feet to a point; thence
 15. Continuing in said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 336.73 feet, a delta angle of 05° 32' 32" and an arc length of 32.57 feet subtended by a chord which bears North 77° 36' 51" East, 32.56 feet to a point; thence
 16. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 06° 13' 54" East, 10.43 feet to a point; thence
 17. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 325.45 feet to an Iron Pin Set in the proposed easterly right of way line of Euclid Avenue extended; thence
 18. In said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 12' 50" and an arc length of 18.49

Exhibit E (Cont.)
to Property Transfer Agreement

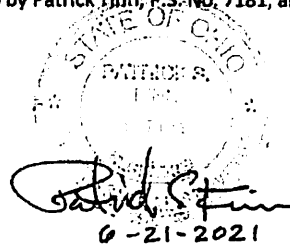
feet subtended by a chord which bears South 38° 49' 30" West, 17.48 feet to an Iron Pin Set; thence

19. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 49.61 feet to an Iron Pin Set; thence
20. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 122.00 feet, a delta angle of 15° 16' 45" and an arc length of 32.53 feet subtended by a chord which bears South 01° 55' 17" East, 32.44 feet to an Iron Pin Set; thence
21. Continuing in said proposed easterly right of way line of Euclid Avenue, South 09° 33' 39" East, 8.26 feet to an Iron Pin Set; thence
22. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the right having a radius of 188.00 feet, a delta angle of 15° 16' 45" and an arc length of 50.13 feet subtended by a chord which bears South 01° 55' 17" East, 49.99 feet to an Iron Pin Set; thence
23. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 131.02 feet to an Iron Pin Set; thence
24. Continuing in said proposed easterly right of way line of Euclid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 72° 31' 46" and an arc length of 20.25 feet subtended by a chord which bears South 30° 32' 48" East, 18.93 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
25. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 12.90 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.3881 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.



6-21-2021

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE EAST 0.0086 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of parcels conveyed to Cincinnati Zoo Properties, LLC by deedS recorded in Official Record 12561, Page 651 and Official Record 12638, Page 1350, originally platted by Andrew McMillan Subdivision, Plat Book 14, Page 29, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Eulid Avenue (60' R/W), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 6 courses:

1. In said existing easterly right of way line of Eulid Avenue, North 05° 33' 45" East, 274.48 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 11.30 feet to an Iron Pin Set in the proposed easterly right of way line of Eulid Avenue; thence
3. In said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 56' 25" and an arc length of 18.69 feet subtended by a chord which bears South 39° 11' 18" West, 17.65 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Eulid Avenue, South 05° 43' 05" West, 252.07 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 28° 42' 56" and an arc length of 8.02 feet subtended by a chord which bears South 08° 38' 23" East, 7.94 feet to an Iron Pin Set in said existing northerly right of way line of Shields Street; thence
6. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 2.79 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0086 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE WEST 0.0261 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W); thence in said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to an Iron Pin Set and being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 4 courses:

1. North 40° 06' 23" West, 14.29 feet to an Iron Pin Set; thence
2. North 05° 43' 05" East, 102.55 feet to an Iron Pin Set; thence
3. North 50° 43' 05" East, 14.03 feet to an Iron Pin Set in said existing easterly right of way line of Euclid Avenue; thence
4. In said existing easterly right of way line of Euclid Avenue, South 05° 33' 45" West, 122.43 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0261 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE & SHIELDS 0.0979 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 8 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 274.45 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 8.02 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street, South 03° 43' 55" West, 257.52 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 86° 14' 07" East, 6.79 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Vine Street in a curve to the left having a radius of 15.50, a delta angle of 72° 36' 23" and an arc distance of 19.64 feet subtended by a chord which bears South 35° 55' 14" East, 18.35 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
6. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 174.54 feet to an Iron Pin Set in the westerly right of way line of a 10' alley; thence
7. In said westerly right of way line of a 10' alley, South 05° 37' 15" West, 3.53 feet to a point in said existing northerly right of way line of Shields Street; thence
8. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 210.00 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0979 acres.

Exhibit E (Cont.)
to Property Transfer Agreement

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE 0.0128 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 150.00 feet to a point in the line common to a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601; thence
2. In said line common to City of Cincinnati, South 84° 17' 55" East, 0.18 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street in a curve to the right having a radius of 510.00 feet, a delta angle of 03° 52' 16" and an arc distance of 34.46 feet subtended by a chord which bears South 01° 51' 01" West, 34.45 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 03° 43' 17" West, 115.70 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
5. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 6.28 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0128 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

SHIELDS 0.0178 DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing northerly right of way of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' alley; thence
2. In said easterly right of way line of a 10' alley, North 05° 37' 15" East, 3.52 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
3. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 197.51 feet to an Iron Pin Set; thence
4. Continuing in said proposed northerly right of way line of Shields Street in a curve to the left having a radius of 15.00, a delta angle of 70° 31' 23" and an arc distance of 18.46 feet subtended by a chord which bears North 60° 27' 50" East, 17.32 feet to an Iron Pin Set in said existing westerly right of way line of Euclid Avenue; thence
5. In said existing westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 13.44 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0178 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

A circular professional seal for Patrick Finn, P.S. No. 7181, is stamped over a handwritten signature. The signature is written in black ink and appears to read 'Patrick Finn'. Below the signature, the date '6-21-2021' is handwritten in black ink.

Exhibit F

to Property Transfer Agreement

Form of Partial Release of ROW Easements

[SPACE ABOVE FOR RECORDER'S USE]

Property: Auditor's Parcel No.: _____

PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENTS

THIS PARTIAL RELEASE is executed by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

Recitals:

A. By virtue of an instrument recorded in Official Record 14399, Page 3756; and Official Record 14405, Page 555, Hamilton County, Ohio Records, **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, **f/k/a CINCINNATI ZOO FOUNDATION PROPERTIES, LLC** (the "**Zoo**") holds title to certain real property in Cincinnati generally located along the east side of Vine Street, between Erkenbrecher Avenue and Shields Street, as more particularly described on Exhibit A (*Encumbered Property*) hereto (the "**Property**").

B. By virtue of instruments recorded in Official Record Book 12254, Page 879; and Official Record Book 12254, Page 895, Hamilton County, Ohio Records, the City holds certain easements and restrictions pertaining to public rights-of-way that encumber the Property (the "**Right of Way Easements**").

C. The Zoo seeks to redevelop the Property and has requested the City to release certain portions of the Right of Way Easements (the "**Released Area**") to facilitate the proposed development as more particularly described on Exhibit B (*Legal Description – Released Area*) hereto.

D. The City Manager, in consultation with the City's Department of Transportation and Engineering, has confirmed that the Released Area is not needed for any municipal purpose, and the release and termination of the easements and restrictions with respect to the Released Area is not otherwise contrary to applicable laws, rules, and regulations affecting the Property; therefore, the City is agreeable to releasing the same to facilitate the development of the Property.

E. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the release and termination of the easements and restrictions with respect to the Released Area at its meeting on September 17, 2021.

F. Execution of this Release was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [____], 2021.

NOW THEREFORE, for valuable consideration received, the City does hereby release and terminate all terms, covenants, conditions, restrictions and other matters related to the Released Area and confirms that the same are null and void and of no further force or effect.

PROVIDED, HOWEVER, that this Release shall not be construed to release, terminate, waive or in any manner affect or invalidate the Right of Way Easement encumbering the Property outside of the Released Area, and all terms, covenants, conditions, restrictions and other matters related to the Right of Way Easement encumbering the Property outside of the Released Area, remain in full force and effect.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Paula Boggs Muething, City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

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

Exhibits:
Exhibit A – Legal Description – Encumbered Property
Exhibit B – Legal Description – Released Area

EXHIBIT A
to Partial Release of Release of Right of Way Easements

Legal Description – Encumbered Property

Tract I

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007)	O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 837 (103-0001-0006)	O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004)	O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002)	O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139)	O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164)	O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166)	O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168)	O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)	

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT A (Cont.)

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT A (Cont.)

Tract II

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence

EXHIBIT A (Cont.)

- 7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found In the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence**
- 8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.**

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B
Partial Release of Release of Right of Way Easements

Legal Description –Released Area)

**PORTION OF RIGHT OF WAY EASEMENT VACATION
NORTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence in said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

in said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B (Cont.)
Partial Release of Release of Right of Way Easements

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit G

to Property Transfer Agreement

Additional City Requirements

ADDITIONAL CITY REQUIREMENTS

The Zoo and the Zoo's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. The Zoo hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, the Zoo, or the Zoo's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with the Zoo by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements.

This Exhibit identifies certain Government Requirements that may be applicable to the Project, the Zoo, or its contractors and subcontractors. Because this Agreement requires that the Zoo comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that the Zoos, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a the Zoo is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on the Zoo, even where such obligations are not imposed on the Zoo by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates the Zoo to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if the Zoo is performing construction work for the City under a construction contract to which the City is a party, the Zoo shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in the Zoo and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which the Zoo receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to the Zoo at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if the Zoo receives City funds or other assistance, the Zoo and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by the Zoo or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, the Zoo and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following the Zoo and/or its general contractor's meet and confer activity, the Zoo shall provide to the City, in writing, a summary of the Zoo and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, the Zoo is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that the Zoo issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of the Zoo; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, the Zoo shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, the Zoo shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, the Zoo is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, the Zoo and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) the Zoo and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, the Zoo agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, the Zoo shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, the Zoo shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. the Zoo or its general contractor shall update the report monthly by the 15th. the Zoo or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the Zoo and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, the Zoo and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of the Zoo or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of the Zoo to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. the Zoo shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, the Zoo shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, the Zoo shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations

resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in the Zoo or in the Project, and the Zoo shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, the Zoo and its general contractor shall use its best efforts to post available employment opportunities with the Zoo, the general contractor's organization, or the organization of any subcontractor working with the Zoo or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively

"investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Zoo shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of

(a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. the Zoo represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, the Zoo shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If the Zoo or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, the Zoo shall be considered in default under this Agreement.

Contract No: _____

Project: Zoo Parking Lot & Pedestrian Bridge Easement
(Vacation of portions of Louis Ave. and Euclid Ave.,
and release of Vine St. easements)

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 (the "**Zoo**").

Recitals:

A. The City owns certain real property commonly known as the Cincinnati Zoo and Botanical Garden, which property is under the management and control of the Cincinnati Park Board and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, pursuant to that certain *Contract* dated June 23, 1972, as amended (the Zoological Society of Cincinnati owns or otherwise controls Cincinnati Zoo Properties, LLC).

B. The City owns the public rights-of-way designated as Vine Street, Shields Street, Louis Avenue, Euclid Avenue, and an unnamed alley located approximately 212 feet west of the northwest intersection of Shields Street and Euclid Avenue (the "**ROW Property**") in the Avondale neighborhood of Cincinnati, which ROW Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. The Zoo owns certain real property, a portion of which is presently used as a surface parking lot, which real property is generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, Vine Street, and bisected by said unnamed alley and Louis Avenue (the "**Zoo Property**"). Certain portions of the Zoo Property are burdened by right-of-way easements held by the City and recorded in Official Record 12254, Page 879; and Official Record 12254, Page 895, Hamilton County, Ohio Records (the "**ROW Easements**").

D. The Zoo seeks to improve the Zoo Property by reconstructing and expanding the surface parking lot to benefit the Cincinnati Zoo and Botanical Garden, including the construction of a pedestrian bridge from the reconstructed surface parking lot across Erkenbrecher Avenue (the "**Project**").

E. The Zoo has petitioned the City to vacate and sell to the Zoo certain portions of the ROW Property, as more particularly depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Quit Claim Deed – Vacation Property*) hereto (the "**Vacation Property**"). The Zoo intends to consolidate the Vacation Property with the Zoo Property to facilitate the Project. Additionally, the Zoo has requested the City to release and terminate certain portions of the ROW Easements.

F. The Zoo has also petitioned the City to grant aerial easement rights over Erkenbrecher Avenue to allow the Zoo to construct, maintain, and operate a pedestrian bridge to facilitate pedestrian ingress and egress to and from the Zoo Property to the Cincinnati Zoo and Botanical Garden, as more particularly depicted on Exhibit C (*Pedestrian Bridge Easement*) (the "**Pedestrian Bridge Easement**").

G. In exchange for the Vacation Property, the partial release of the ROW Easements and the Pedestrian Bridge Easement, the Zoo proposes to dedicate public right-of-way to facilitate the widening and improvement of Erkenbrecher Avenue, Vine Street, Euclid Avenue, and Shields Street with new roadway, curbs, gutters, and sidewalks as generally depicted on Exhibit D (*Dedication Plat*) and more

{00348156-4}

particularly described on Exhibit E (Dedication Property) hereto (the “**Dedication Property**”), which improvements include the extension of Euclid Avenue.

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

I. The City has determined that the Vacation Property is not needed for transportation or any other municipal purposes, and that the City’s sale of the Vacation Property will not be detrimental to the public interest.

J. Tamara A. Miano, Esq., a reputable attorney practicing in Hamilton County, Ohio, at the request of the City has provided an Attorney’s Certificate of Title dated October 7, 2021, certifying that the City and the Zoo are the owners of all real property abutting the Vacation Property.

K. The City’s Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the ROW Property, including the release of the ROW Easements is \$151,450, (ii) the fair market value of the Pedestrian Bridge Easement is \$9,823, however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and Botanical Garden, and provide additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which will stimulate economic activity and growth in the Avondale neighborhood.

L. 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.

M. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City’s sale of the Vacation Property and Pedestrian Bridge Easement because the City and the Zoo own all real property that abuts the Vacation Property, and as a practical matter no one other than an abutting property owner would have any use for the Vacation Property or the Pedestrian Bridge Easement.

N. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s sale and vacation of the Vacation Property to the Zoo, the partial release of the ROW Easements, the dedication of the Dedication Property to public use, and the conveyance of the Pedestrian Bridge Easement at its meeting on September 17, 2021.

O. Execution of this Agreement was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [_____], 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Closing.

(A) Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to convey the Vacation Property, release and terminate certain portions of the ROW Easements in substantially the form of Exhibit F (Form of Partial Release of ROW Easements) hereto (the “**Partial Release of ROW Easements**”), and convey the Pedestrian Bridge Easement to the Zoo, and the Zoo

{00348156-4}

hereby agrees to accept the Vacation Property from the City. The purchase price of the transaction shall be \$0.00 (the “**Purchase Price**”). The Zoo acknowledges that it is familiar with the condition of the Vacation Property and, at the Closing (as defined below), the City shall convey the Vacation Property and the Pedestrian Bridge Easement to the Zoo in “as is” condition. The City makes no representations or warranties to the Zoo with respect to the condition of the Vacation Property and, from and after the Closing, the City shall have no liability of any kind to the Zoo for any defects, adverse environmental condition, or any other matters affecting the Vacation Property.

(B) Closing Date. Subject to the terms and conditions herein, the conveyance of the Vacation Property and Pedestrian Bridge Easement to the Zoo by the City, and the execution of a release of certain portions of the ROW Easements by the City (the “**Closing**”) shall take place (i) **60 days** from the date that Council authorized the execution of this Agreement, or (ii) on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied (the “**Closing Date**”).

(C) Closing Conditions. The Closing shall not occur unless and until the following conditions have been satisfied (the “**Closing Conditions**”); *provided, however*, that if the City, in its sole discretion, determines that one or more of the Closing Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City’s Quitclaim Deed to the Zoo or handle such Conditions post-Closing. The Zoo shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City. The City, in its sole discretion, may waive one or more of the Closing Conditions.

- (i) Inspections: The Zoo’s approval (or waiver) of inspections of the Vacation Property, including without limitation environmental assessments and soil assessments, to the extent the Zoo, at its option, elects to obtain such inspections;
- (ii) Plats, Legal Descriptions, and Deeds: The Zoo shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City’s sale of the Vacation Property, including a vacation plat and legal description of the Vacation Property and legal description of the property to be released from the ROW Easements agreement;
- (iii) Creation of Utility Easements: The conveyance of former public right-of-way is subject to Ohio Revised Code Section 723.041 such that any affected public utility shall be deemed to have a permanent easement in such vacated portion of former public right-of-way for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. Prior to closing, the Zoo agrees to relocate any public utilities in such vacated portion of the public right-of-way to the satisfaction of the affected public utility at the Zoo’s sole cost, or the City shall be obligated pursuant to Ohio Revised Code Section 723.041 to reserve blanket easements over all portions of vacated former public right-of-way.
- (iv) Coordinated Report Conditions (CR #4-2021 & CR #11-2021) :

(a) DOTE:

1. *Approval of Site Plan & Zoo’s execution of Traffic Signal Agreement*: DOTE shall have approved Zoo’s site plan for the proposed Euclid Extension, and, if required by DOTE, Zoo shall execute a *Traffic Signal Agreement* at or prior to Closing, both as described in the City’s Deed. All right-of-way shall be redefined with a curb, sidewalk, and/or drive approach at the Zoo’s expense.

{00348156-4}

2. *Street Opening Permit:* A DOTE Street Opening Permit is required for all work in the public right-of-way. All improvements in the public right-of-way shall be built to City standards, policies, and guidelines. All DOTE permit requirements shall be followed including that plan drawings be reviewed and approved by DOTE. The parties acknowledge that a DOTE Street Opening Permit is not required for work within vacated former public right-of-way.
3. *Environmental:* Zoo shall provide the City with a recent environmental assessment showing that the environmental condition of the Dedication Property is acceptable to the City. (The City acknowledges receipt of an environmental assessment prepared by Ecostratum, dated August ____, 2020, which has been reviewed and determined to be acceptable by the City's Office of Environment and Sustainability)
4. The Pedestrian Bridge shall be in accordance with the City's subdivision and Development Streets Manual, particularly Section 131.05, 243.01, and 243.02.
5. The Pedestrian Bridge shall comply with all ADA and City standards for pedestrian clearances and shall be at a minimum 16 feet over the roadway surface.
6. Relocation of all utilities necessary for construction of the Pedestrian Bridge shall be the responsibility of the Zoo.
7. The Zoo shall perform an annual structural inspection of the Pedestrian Bridge in accordance with the National Bridge Inspection Standards and the Ohio Department for Transportation Manual on Bridge Inspection. A copy of the report and inspection shall be filed with DOTE within 30 days of the inspection.

(b) MSDGC: The City, through the Metropolitan Sewer District of Greater Cincinnati ("**MSD**"), shall determine prior to the Closing whether the City's reservation of a utility easement is needed for existing sewer facilities located within the Vacation Property, and if so the easement shall be created in the City's Deed;

(c) Buildings and Inspections:

1. The Zoo shall obtain all necessary permits from the City's Department of Building and Inspections and DOTE.
2. Post-closing, the Zoo shall consolidate the parcels, as may be required by the Department of City Planning and Engagement prior to issuance of any building permits for the Pedestrian Bridge.

(D) Conveyance; Miscellaneous Closing Provisions. At the Closing, (i) the City shall convey the Vacation Property to the Zoo by a Quitclaim Deed in substantially the form of the attached Exhibit B (the "**Deed**"), convey the Pedestrian Bridge Easement in substantially the form of attached Exhibit C, and execute the Partial Release of ROW Easements. The Zoo shall pay all conveyance fees, transfer taxes, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing with respect to the Vacation Property, and from and after the Closing, the Zoo shall pay all real estate taxes and assessments thereafter becoming due with respect to the Vacation Property. The Zoo hereby guarantees

{00348156-4}

the payment of all taxes and assessments that are a lien on the Dedication Property on the date of acceptance. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, the Zoo shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by the Zoo to the City.

(E) Contingencies; Parties' Right to Terminate. The Zoo shall bear all costs associated with satisfying the Closing Conditions. If, for any reason, either party opts not to move forward with the Closing because the Closing Conditions are not satisfied or because of their dissatisfaction with title (including without limitation any new easements, covenants and restrictions to be created as described herein), survey, environmental, or any other matters pertaining to the property interests being acquired by them, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

2. Improvements to Public Right-of-Way.

(A) Design and Construction of Improvements. The Zoo hereby agrees to design and construct an extension to Euclid Avenue, as depicted on Exhibit D hereto, in accordance with plans and specifications approved in writing by DOTE. Prior to the Closing, the Zoo shall (i) have dedicated the Dedication Property to public use by executing the Dedication Plat and (ii) have applied for the required permits from DOTE to improve the dedicated public right-of-way. The parties acknowledge and agree that upon completion of construction on the Euclid Avenue extension the City shall accept the extension of Euclid Avenue, subject to all approvals and warranties as required by DOTE, the City's Office of Environment and Sustainability, and the City Planning Commission, and subject to the passage by Cincinnati City Council of an ordinance to accept the Dedication Property. The Zoo acknowledges that, (i) if the Zoo does not construct the extension to Euclid Avenue in accordance with DOTE requirements, the City has no obligation to accept the dedication of the extension of Euclid Avenue as public right-of-way, and (ii) the City makes no guarantee that Cincinnati City Council will pass an ordinance to accept such dedication or improvements.

(B) Applicable Laws. The Zoo shall obtain, pay for and maintain all necessary street opening permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the construction of the improvements, including without limitation those set forth on Exhibit G (Additional City Requirements) hereto. The City makes no representations or other assurances to the Zoo that the Zoo will be able to obtain whatever variances, permits or other approvals from the City's Department of Planning and Engagement, DOTE, other City departments, the City Planning Commission, or City Council that may be required in connection with the improvement of the public right-of-way.

(C) Reports and Inspections during Construction. During construction, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether the Zoo is complying with its obligations under this Agreement. If the City determines that the improvements are not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving the Zoo reasonable prior written notice thereof, to stop such work and order its replacement at the Zoo's expense.

(D) Mechanics Liens. The Zoo shall not permit any mechanics' liens or other liens to be filed against the Dedication Property during construction. If a mechanics' lien shall at any time be filed, the

{00348156-4}

Zoo shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.

(E) Barricade Fees Payable to DOTE. The Zoo acknowledges that (i) it may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate the Zoo's need for a barricade throughout construction and, if at any time after consultation with the Zoo DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

3. Insurance; Indemnification.

(A) Insurance. Throughout construction, the Zoo shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by the Zoo's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management prior to closing. The Zoo's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.

(B) Waiver of Subrogation. The Zoo hereby waives all claims and rights of recovery, and on behalf of the Zoo's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by the Zoo, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that the Zoo shall at all times protect against such loss or damage by maintaining adequate insurance.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Zoo shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of the Zoo, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of the Zoo in connection with the Project.

4. Default; Remedies.

(A) Default. The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of the Zoo to perform any obligation under this Agreement, and failure by the Zoo to correct such failure within thirty (30) days after the Zoo's receipt of written notice thereof from the City; *provided, however,* that if the nature of the default is such that it cannot reasonably be cured within 30 days, the Zoo shall not be in default so long as The Zoo commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after the Zoo's receipt of the City's initial notice of default. The foregoing

{00348156-4}

notwithstanding, if the Zoo's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if the Zoo fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of the Zoo, the filing of any bankruptcy or insolvency proceedings by the Zoo, or the making by the Zoo of an assignment for the benefit of creditors; or

(iii) The filing of any bankruptcy or insolvency proceedings against the Zoo, or the appointment of a receiver (temporary or permanent) for the Zoo, or the attachment of, levy upon, or seizure by legal process of any of the Zoo's property, that, in each such event, is not released within 60 days after the filing thereof.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) terminate this Agreement by giving the Zoo written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of the Zoo, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. The Zoo shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of the Zoo under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City 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.

5. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, 4th Floor
Cincinnati, OH 45202

To the Zoo:

Cincinnati Zoo Properties, LLC
3400 Vine Street
Cincinnati, Ohio 45220
Attn: _____

If The Zoo sends a notice to the City alleging that the City is in default under this Agreement, The Zoo shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

6. Representations, Warranties, and Covenants. The Zoo makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

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

{00348156-4}

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

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of the Zoo, threatened against or affecting the Zoo or any of its members, at law or in equity or before or by any governmental authority.

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

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

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

7. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. The Zoo shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to the public right-of-way improvements, this Agreement, or the Zoo's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the public right-of-way improvements, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by the Zoo and furnished to the City shall be in such form as the City may from time to time require.

(B) City's Right to Inspect and Audit. During construction and for a reasonable period of time thereafter, the Zoo shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit the Zoo's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by the Zoo to the City, the Zoo shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

8. General Provisions.

(A) Assignment. The Zoo shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain 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.

{00348156-4}

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

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

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

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

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

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

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

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

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

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

(M) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in the Zoo or in the Project, and the Zoo shall take appropriate steps to assure compliance.

9. Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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

- Exhibit A (*Vacation Plat*)
- Exhibit B (*Quit Claim Deed – Vacation Property*)
- Exhibit C (*Pedestrian Bridge Easement*)
- Exhibit D (*Dedication Plat*)
- Exhibit E (*Dedication Property*)

{00348156-4}

Exhibit F (*Form of Partial Release of ROW Easements*)
Exhibit G (*Additional City Requirements*)

[SIGNATURE PAGES FOLLOW]

{00348156-4}

71264382v2

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Recommended by:

John S. Brazina, Director,
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*The Zoo's Signature Page Follows*]

{00348156-4}

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

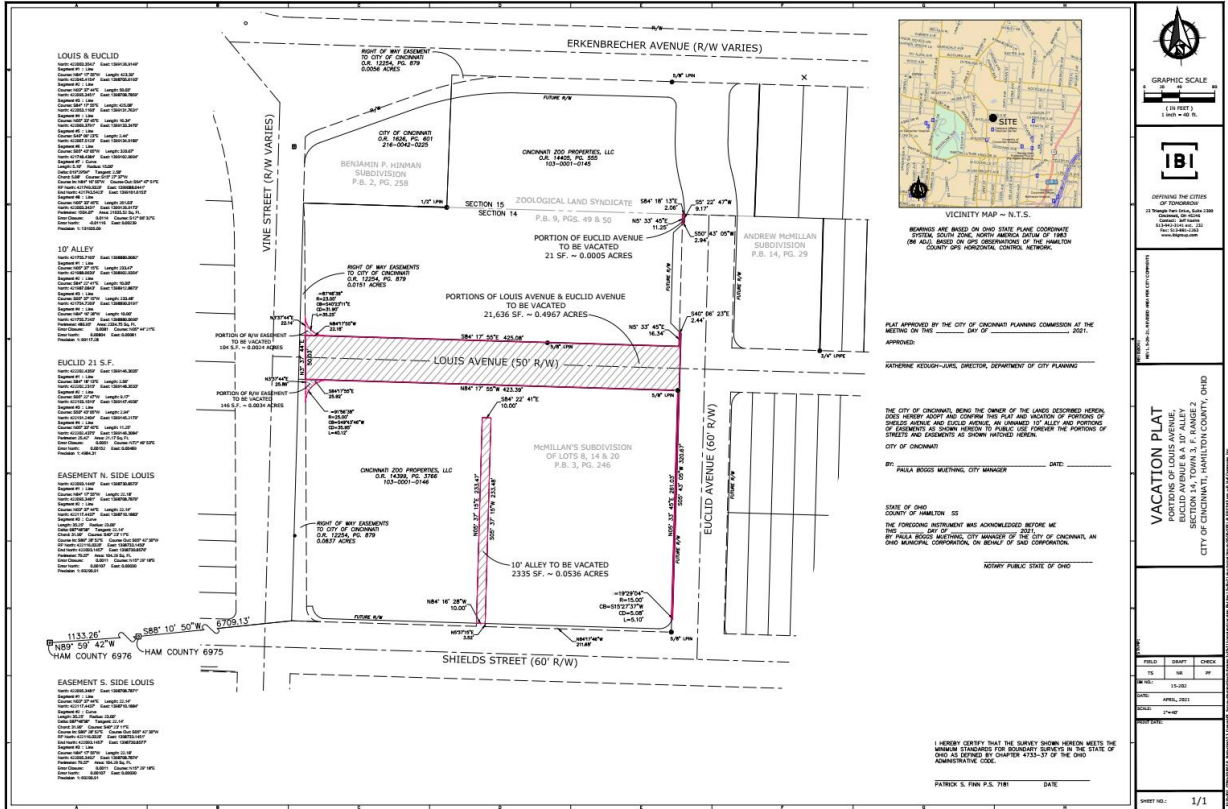
Date: _____, 2021

{00348156-4}

Exhibit A

to Property Transfer Agreement

Vacation Plat



{00348156-4}

71264382v2

Exhibit B

to Property Transfer Agreement

Quit Claim Deed – Vacation Property

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **CINCINNATI ZOO PROPERTIES, LLC, an Ohio limited liability company**, the tax-mailing address of which is 3400 Vine Street, Cincinnati, OH 45220, Attn: Lori Voss ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address: None (Portions of former public right-of-way designated as Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley)
Auditor's Parcel ID Nos.: None
Prior instrument reference: None

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

Creation of Utility Easement. This conveyance is subject to R.C. Section 723.041 so that any affected public utility existing at the time of the conveyance shall be deemed to have a permanent easement in such vacated portions of Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities, unless and until such time as the public utility is re-located such that access to the public utility is no longer affected by the Property.

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

[SIGNATURE PAGE FOLLOWS]

{00348156-4}

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department,
801 Plum Street, Suite 214
Cincinnati, Ohio 45202

{00348156-4}

Exhibit B
to Quitclaim Deed

Legal Description

**PORTIONS OF LOUIS AVENUE &
EUCLID AVENUE VACATION**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portions of Louis Avenue and Euclid Avenue to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Page 246 and Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 8 courses:

1. In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the proposed easterly right of way line of Vine Street; thence
2. In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, South 84° 17' 55" East, 425.08 feet to a point in the westerly right of way line of Euclid Avenue; thence
4. In said westerly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to a point; thence
5. Leaving said westerly right of way line of Euclid Avenue, South 40° 06' 23" East, 2.44 feet to the proposed westerly right of way line of Euclid Avenue; thence
6. In said proposed westerly right of way line of Euclid Avenue, South 05° 43' 05" West, 320.67 feet to a point; thence
7. In a curve to the right having a radius of 15.00 feet, a delta angle of 19° 29' 04" and an arc distance of 5.10 feet subtended by a chord which bears South 15° 27' 37" West, 5.08 feet to a point in the existing westerly right of way of Euclid Avenue; thence
8. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 261.03 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21,636 Sq.Ft. or 0.4967 acres.

Exhibit B (Cont.)
to Quitclaim Deed

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

PORTION OF EUCLID AVENUE VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of Euclid Avenue to be vacated, Euclid Avenue originally platted by Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in the northwesterly corner in the northerly terminus of Euclid Avenue (60' R/W) and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In the northerly right of way of Euclid Avenue, South 84° 18' 13" East, 2.06 feet to a point in the proposed westerly right of way line of Euclid Avenue; thence
2. In said proposed westerly right of way line of Euclid Avenue, South 05° 22' 47" West, 9.17 feet; thence
3. Continuing in said proposed westerly right of way line of Euclid Avenue, South 50° 43' 05" West, 2.94 feet to a point in the existing westerly right of way of Euclid Avenue; thence
4. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 11.25 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21 Sq.Ft. or 0.0005 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

10' ALLEY VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a 10' unnamed alley to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), thence In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' unnamed alley; thence In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 3.52 feet to a point in the proposed northerly right of way of said Shields Street and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In said proposed northerly right of way of Shields Street, North 84° 16' 28" West, 10.00 feet to a point in the westerly right of way line of said 10' alley; thence
2. In said westerly right of way line of the 10' alley, North 05° 37' 15" East, 233.47 feet to a point in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, South 84° 22' 41" East, 10.00 feet to a point in the easterly right of way line of said 10' alley; thence
4. In said easterly right of way line of the 10' unnamed alley, South 05° 37' 15" West, 233.48 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 2,335 Sq.Ft. or 0.0536 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
NORTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit C

to Property Transfer Agreement

Pedestrian Bridge Easement

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

Property: Cincinnati Zoo

GRANT OF EASEMENT

This Grant of Easement is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), in favor of **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 (“**Grantee**”).

Recitals:

A. By virtue of a deed recorded in Deed Book 1626, Page 601, Hamilton County, Ohio Records, The City owns certain real property commonly known as the Cincinnati Zoological and Botanical Garden, which is under the management and control of the Board of Park Commissioners (the “**Park Board**”), as more particularly described on Exhibit A (Legal Description) hereto (the “**Zoo Property**”).

B. Pursuant to that certain *Contract* dated June 23, 1972, as amended, by and between the City and the Zoological Society of Cincinnati (the “**Zoo**”) pertaining to the operation and maintenance of the Zoo Property, the Zoo operates and maintains the Zoo Property. The Zoo owns or otherwise controls Grantee.

C. The City owns the adjoining Erkenbrecher Avenue public right-of-way, which is under the management and control of the City’s Department of Transportation and Engineering (“**DOT**”).

D. Grantee seeks to reconstruct and expand a surface parking lot located partially on the Zoo Property and partially on adjacent property owned by Grantee to benefit the Cincinnati Zoo and Botanical Garden (the “**Project**”). As part of the Project, Grantee has petitioned the City to grant aerial easement rights over Erkenbrecher Avenue so that Grantee may construct, maintain, and operate a pedestrian bridge (the “**Improvements**”) to facilitate pedestrian ingress and egress to and from said surface parking lot to the Cincinnati Zoo and Botanical Garden.

E. The City Manager, in consultation with the Park Board and DOTE, has determined that (i) granting the easement will not have an adverse effect on the City’s retained interest in the Zoo Property, (ii) granting the easement will not have an adverse effect on the City’s retained interest in the Erkenbrecher Avenue public right-of-way, and (iii) granting the easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

F. The City’s Real Estate Services Division has determined that the approximate fair market value of the easement is \$9,823; however, the City is agreeable to grant the easement to Grantee for \$0 in consideration of the economic and noneconomic benefits that the City will receive from the from the

Project that are anticipated to equal or exceed the fair market value of the easement because it is anticipated that the Project will enhance pedestrian and traffic flow around the Cincinnati Zoo and Botanical Garden, providing pedestrian safety, adding additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which is likely to stimulate economic growth and activity in the Avondale neighborhood.

G. The Park Board approved granting the easement at its meeting on [_____].

H. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the easement at its meeting on September 17, 2021.

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

NOW THEREFORE, the City does hereby agree as follows:

1. **Grant of Easement.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, the following easement rights: (i) a non-exclusive easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement on, under, over, and across portions of Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B (Survey Plat) and described on Exhibit C (Legal Description –Easement Area) hereto; and (ii) a non-exclusive aerial encroachment easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement over and across those portions of the Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C hereto (the “**Pedestrian Bridge Easement**”, or the “**Pedestrian Bridge Easement Area**”, as applicable).

2. **Permitted Use; Utilities; Termination.**

(A) **Permitted Use.** Grantee, the Zoo and their agents, employees, invitees, licensees, and members of the general pedestrian public shall have the right to pass over and across the Improvements located within the Pedestrian Bridge Easement Area on foot or in wheelchair or similar ambulatory device to and from the Zoo Property and Grantee’s adjacent property (the “**Permitted Use**”). Grantee shall not use or permit the use of the Pedestrian Bridge Easement 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 Permitted Use.

(B) **Termination.** Notwithstanding anything herein to the contrary, the Pedestrian Bridge Easement shall automatically terminate (i) upon any permanent alteration or elimination of the Improvements within the Pedestrian Bridge Easement Area such that the Pedestrian Bridge Easement would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Pedestrian Bridge Easement Area or any portion thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act (“**ADA**”) regulations compliance or accessibility standards; or (iii) upon written notice from the City if the City determines that the Improvement is creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability or accessibility of any public right-of-way facilities

3. **Construction; Alterations; Maintenance and Repairs; No Liens.**

(A) **Construction.** The Improvements shall be constructed and maintained in accordance with the plans and specifications approved by the Park Board and DOTE, and in accordance with applicable code standards.

(B) **No Alterations.** Once installed, Grantee shall not make any enlargements or other modifications to the Improvements without the prior written consent of the City.

(C) Maintenance and Repairs. Grantee, at no cost to the City, shall maintain the Improvements in a continuous state of good condition and repair, including, without limitation to, all usual and necessary maintenance and repairs related to use by members of the pedestrian public. Grantee acknowledges that there may be existing easements for utility lines and related facilities in the vicinity of the Pedestrian Bridge Easement ("**Third Party Utility Lines**"). In connection with Grantee's construction, maintenance, repair and use of the Improvements, Grantee shall not interfere with the access of utility companies to maintain and repair the Third Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees or invitees. Any relocation of Third Party Utility Lines necessitated by Grantee's activities under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

(D) No Liens. Grantee shall not permit any mechanics liens to attach to the Zoo Property in connection with work performed by or at the request of Grantee.

4. Insurance; Indemnification. In addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City and the Park Board as additional insureds, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Pedestrian Bridge Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City and the Park Board harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorney's fees), liability and damages suffered or incurred by, or asserted against, the City or Park Board in connection with Grantee's respective construction, maintenance, repair, use, or other matters associated with the Improvements.

5. Coordinated Report Conditions (CR #11-2021). The following additional conditions shall apply:

(A) DOT E:

(i) The design and development of the Improvements shall be in accordance with the City of Cincinnati's Subdivision and Development Streets Manual, dated June 1, 2012, particularly Sections 131.05, 243.01 and 243.02.

(ii) The Improvements must maintain pedestrian clearances to meet city standards and ADA.

(iii) The Improvements shall provide a minimum clearance of 16 feet above the roadway surface.

(iv) Grantee shall perform an annual structural inspection of the Improvements in accordance with National Bridge Inspection Standards and the Ohio Department of Transportation Manual of Bridge Inspection. A copy of such report shall be filed with the City Department of Transportation within 30 days of the date of inspection.

(B) MSD:

(i) At the proposed location for the Bridge over Erkenbrecher Ave, exists an 18" vitrified clay sewer approximately 15 feet deep.

(ii) A MSDGC Excavation and Fill (E/F) permit as well as bond may be necessary for any pre-design, geotechnical activity, construction, construction traffic, earthwork, or any other construction activity at or near existing public sewers and depending on the final design of the concept provided with the permit application. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing of existing public sewers, etc) and depending on the final plan and profiles with elevations and dimensions for permanent structures proposed such as the modular block wall system and foundation locations, column/pier/endcaps and foundation locations, with respect to existing sewers. Information and loading calculations will be needed for MSDGC review from the project to ensure no additional loads are exerted on existing sewers as the result of proposed structures. All requirements described in this paragraph shall be established by the MSDGC E/F Permit.

(C) GCWW: Within the existing Erkenbrecher Avenue public right-of-way there is an existing 12" public water main. The petitioner must contact OUPS to have the water main field located and marked in the field prior to construction. Any damage done to the existing 12" water main as a result of the construction of the Improvements must be repaired entirely at Grantee's expense and at no cost to the City.

(D) Cincinnati Bell: There are existing underground telephone facilities at this location. 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 Grantee's expense.

6. Default. If Grantee, its successors-in-interest, or assigns fail to perform any maintenance, repair, or other work obligation as set forth herein, and fails to address the same to the satisfaction of the City within thirty (30) days after receiving written notice thereof from the City, the City shall have the right, but not the obligation, to perform such maintenance, repair, or other work, at their expense, payable within ten (10) days after receiving an invoice from the City evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to the City for the payment of such work.

7. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and Grantee, and be binding upon Grantee, and its successors-in-interest with respect to the Zoo Property and Grantee's adjacent property, which adjacent property is more particularly described on Exhibit D (Grantee's Adjacent Property) hereto.

8. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

9. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Cincinnati Park Board, 950 Eden Park Drive, Cincinnati, OH 45206. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

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

11. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
 Exhibit A – *Legal Description – Zoo Property*
 Exhibit B – *Survey Plat*
 Exhibit C – *Legal Description – Easement Area*
 Exhibit D – *Grantee’s Adjacent Property*

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

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
 COUNTY OF HAMILTON)

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

 Notary Public
 My commission expires: _____

Recommended by:

 Kara Kish, Director
 Cincinnati Park Board of Commissioners

Recommended by:

 John S. Brazina, Director
 Department of Transportation and Engineering

Approved as to Form:

 Assistant City Solicitor

[*Grantee’s Signature Page Follows*]

Acknowledged and agreed to by:

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, 214
Cincinnati, OH 45202

EXHIBIT A
to
Grant of Easement

Legal Description - Zoo Property

PARCEL ONE.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows, to-wit:

Being in Section 15, Township 3, Fractional Range 2 of the Miami Purchase, and being all of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision, according to plat recorded in Plat Book 9, pages 49 and 50 of the Hamilton County records; said lots each fronting 50 feet on the easterly side of Vine Street and each extending back 125 feet in depth, being part of the premises conveyed to the grantor by Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, by deed recorded in Deed Book 831, page 523 of said records.

PARCEL TWO.

The west 15 feet of lot No. 65 of the said Zoological Land Syndicate Subdivision, being a strip of land fronting 15 feet on the north side of Erkenbrecher Avenue, running back northwardly 150 feet between parallel lines to the property hereinafter described as parcel number nine (9); being the said property conveyed to the grantor by deed from Sarah Terrell and husband, recorded in Deed Book 945, page 502 of said records.

PARCEL THREE.

A triangular portion of Lot No. 46 of the said Zoological Land Syndicate Subdivision described as follows:
Beginning at a point on the dividing line between Lots 46 and 47 of said subdivision where the same is intersected by the easterly line of said subdivision, thence southwestwardly on said dividing line 16 feet; thence northwardly to a point in the easterly line of said lot No. 46 which is distant 15.42 feet, measured on said westerly line of said Lot No. 46, from the point of beginning; thence southeastwardly with said easterly line of said Lot No. 46, 15.42 feet to the place of beginning; being the same premises conveyed to the grantor by deed from Christine DeLaCroix and husband, recorded in Deed Book 1115, page 483 of said records.

EXHIBIT A (Cont.)

PARCEL FOUR.

All of lots 15, 21, 22 and 23 of Archibald Irwin's Subdivision as recorded in Deed Book 148, page 439 of the records of Hamilton County, Ohio; also lots Nos. 8 and 10 of said subdivision excepting therefrom a strip 48 feet in width at the west end of said lots heretofore sold and conveyed by deed recorded in Deed Book 508, page 485 of said records; the portion of said lots Nos. 8 and 10 hereby conveyed together fronting 239 feet on the west side of North Street as laid out on the plat of said subdivision and extending westwardly 150 feet; also lots Nos. 12 and 14, of said subdivision saving and excepting a parcel, commencing at the southwest corner of said lot No. 14 and extending northwardly therefrom upon the west line of said lot 30 feet, thence eastwardly on a line parallel to the south line of said lot 141 feet; thence southwardly on a line parallel to the west line of said lot 30 feet; thence westwardly along the south line of said lot 141 feet to the place of beginning, being the property heretofore sold and conveyed to one A. Pfeiffer, said lots 12 and 14 hereby conveyed together fronting 239 feet on the west side of North Street by 239 feet on the south side of West Street saving and excepting said lot 30 by 141 feet hereinabove described; also the east end of lots Nos. 11 and 13 in said subdivision commencing at the northeast corner of said Lot No. 11 on West Street and extending westwardly along the south line of West Street 9 feet; thence southwardly at right angles to West Street 209 feet; thence eastwardly on a line parallel to the south line of West Street 9 feet, thence northwardly along the east line of lots Numbers 11 and 13, 209 feet to the south line of West Street to the place of beginning; Also all property adjacent to said lots 8, 10, 12, 14, 15, 16, 17, 19, 20, 21, 22 and 23 of said subdivision that was formerly contained within the limits of North Street and West Street as laid out on the recorded plat of said subdivision insofar as said streets abutted on the property herein conveyed; said parts of said streets having been vacated by the City of Cincinnati by ordinance passed by the Council thereof on May 21, 1906. Said property referred to as Parcel 4, having been conveyed to the grantor by three deeds, one from Hulda Stallo, et al., dated April 8, 1907, recorded in Deed Book 977, page 22; one from the Humboldt Lodge No. 274 Independent Order of Odd Fellows, dated June 29, 1905, recorded in Deed Book 940, page 8 of said records; and one from Jacob Niemeyer, et al. dated June 30, 1905, and recorded in Deed Book 923, page 5 of said records.

EXHIBIT A (Cont.)

PARCEL FIVE.

All of lots 191, 192, 193 and 194 of the Mt. Auburn and Avondale Syndicate Subdivision as shown on plat recorded in Plat Book 8, page 44 of said records, excepting a strip 60 feet wide off the east side of said lots conveyed to the City of Cincinnati by deed from the grantor herein recorded in Deed Book 1022, page 371 of said records. 113

PARCEL SIX.

That lot of land beginning in the center of Forest Avenue, at the northeast corner of lot No. 17, of B.P. Hinman's Subdivision as recorded in Plat Book 2, page 258 of said records; thence west along the center of said Forest Avenue 280 feet more or less to the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence southeastwardly along the east line of said right of way 465 feet more or less to the east line of said lot No. 17 aforesaid, thence north along the east line of said lot No. 17 to the place of beginning, containing 1.44 acres of land more or less 112

and being the same property conveyed to the grantor by Thomas Evans and wife by deed dated June 8, 1903, and recorded in Deed Book 889, page 627 of said records.

PARCEL SEVEN.

Beginning at the southwest corner of Forest Avenue and Dury (formerly Western) Avenue as dedicated by Harrison D. Durrell, et al. by deed dated December 2, 1896; thence north 87 degrees, 39 minutes west along the south line of Forest Avenue 135.10 feet more or less to the east line of Lot No. 17 of B.P. Hinman's Subdivision, thence southwardly along the east line of said lot No. 17, four hundred and nineteen and 87/100 (419.87) feet more or less to the northwest corner of lot 194 of the Mt. Auburn and Avondale Syndicate Subdivision, thence along the northern boundary of said lot 194, south 47 degrees, 55 minutes east 98.18 feet, thence southeastwardly by a curve 1019.80 feet radius, 88.26 feet to the west line of Dury Avenue, thence north one degree, 36 minutes east along the west line of said Dury Avenue, 530.95 feet to the place of beginning, excepting a strip 60 feet wide off the east side of the property so described, conveyed to the City of Cincinnati by the grantor by deed recorded in Deed Book 1022, page 391 of said records; being the same property, less said exception, conveyed to the grantor by five deeds, one from Richard T. Durrell and wife, dated May 23, 1903, and recorded in Deed Book 889. 216 115

EXHIBIT A (Cont.)

PARCEL NINE.

Beginning in the south line of Section 15, Township 3, Fractional Range 2 of the Miami Purchase, at the southwest corner of the first tract described in a deed from John Hauck to Marmet, et al., recorded in Book 628, page 181, of Hamilton County Records; thence along said Section line north 88 degrees, 30 minutes west 545 feet to the southwest corner of a strip of land conveyed by Thomas French to William Wilshire, et al. by deed recorded in Book 448, page 469 Hamilton County records; thence with the west line of said strip north 23 degrees, 59 minutes west 143.38 feet, more or less to the southwest corner of the second described tract in the deed from John Hauck to said Marmet, et al., thence north 50 degrees east, 300 and 42/100 feet; thence north 40 degrees west, 25 feet; thence north 50 degrees east, 155 feet; thence north 40 degrees, west

864.74 feet; thence north 2 degrees, 6 minutes east 669.38 feet along the east boundary line of lots 8 and 9 of the Zoological Land Syndicate Subdivision and the east boundary line of premises formerly owned by Louise Knabe and the east line of the Moessinger and Hoffmann Subdivision, a plat of which is recorded in Plat Book 4, page 305 Hamilton County Records; thence south 88 degrees, 30 minutes east 1187 feet more or less to a point in the center of Forest Avenue, which is the northwest corner of the third described tract in the deed from John Hauck to said Marmet, et al., and in the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence south-eastwardly along the right of way of said railroad 465 feet more or less to the southeast corner of said third described tract; thence south 2 degrees, 6 minutes west 1044 feet, more or less to the northeast corner of the tract first described in the deed of John Hauck to Marmet, et al., thence with the line of the same north 88 degrees, 30 minutes west 600 feet; thence south 2 degrees, 6 minutes west, 360 feet to the place of beginning, containing forty-five (45) acres more or less, and being parts of Lots One (1), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Seventeen (17), Nineteen (19), and Twenty (20) and all of lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Eighteen (18) of B.P. Hinman's Subdivision, as recorded in Plat Book No. 2, page 258 of the Hamilton County Records.

EXHIBIT A (Cont.)

The foregoing tract of land being part of the premises conveyed to the grantor by the deed from Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, recorded in Deed Book 831, page 523, of the Hamilton County Records, subject, however, to all rights of the City of Cincinnati in Vine Street, Erkenbrecher Avenue and Forest Avenue included therein, and including a triangular lot acquired by the City of Cincinnati for widening the intersection of the east line of Vine Street with the south line of Erkenbrecher Avenue.

PARCEL TEN.

Beginning at the southwest corner of Forest and Dury Avenues; thence south on the west line of Dury Avenue 150 feet to a point; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence north parallel to the west line of Dury Avenue to the south line of Forest Avenue; thence east on the south line of Forest Avenue to the place of beginning, excepting therefrom a triangular parcel of land at the southwest corner of Dury and Forest Avenues described as follows:

Beginning at a point in the south line of Forest Avenue 60 feet west of the southwest corner of Dury and Forest Avenue; thence eastwardly 60 feet to the southwest corner of Dury Avenue and Forest Avenues; thence southwardly

572 along the west line of Dury Avenue 60 feet to a point, and from said point northwestwardly to the place of beginning.

PARCEL ELEVEN.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and in Section 15, Town 3, Fractional Range 2 of the Miami Purchase, and being also part of Lots 191, 192 and 193 of the Mt. Auburn and Avondale Syndicate Subdivision as recorded in Plat Book 8, Volume 1, page 44 of the plat records of Hamilton County, Ohio, and bounded as follows:

Beginning at a point in the west line of Dury Avenue which is the southeast corner of said Lot 191; thence north along the west line of Dury Avenue to a point 150 feet south of the southwest corner of Dury Avenue and Forest Avenue; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence south parallel to the west line of Dury Avenue to a point in the south line of said lot 191; thence east on the south line of said lot 191 to the place of beginning.

EXHIBIT A (Cont.)

PARCEL TWELVE.

Situate in the City of Cincinnati, Hamilton County, Ohio, and being part of Section 15, Township 3, Fractional Range 2 of the Miami Purchase and further described as follows:

Being all of lots One hundred and Eighty-Two (182), One hundred and eighty-three (183) and One hundred and eighty-four (184) of the Mt. Auburn and Avondale Syndicate Subdivision made by Robert Allison, et al., Trustee, as shown by the plat of said Subdivision recorded in Plat Book 8, No. 1, page 44 in the Recorder's Office of Hamilton County, Ohio.

Excepting from the above described parcels of real estate the following described property:

Beginning at a point at the intersection of the east line of Beldare Avenue (formerly Belvedere) with the south line of what was formerly West Street, now vacated by Ordinance of the City of Cincinnati, No. 1403-1906; thence southwardly along the east line of Beldare Avenue (formerly Belvedere) a distance of 208.60 feet; thence eastwardly parallel to West Street a distance of 150.65 feet; thence northwardly parallel to Beldare Avenue (formerly Belvedere) a distance of 208.60 feet to a point in the south line of West Street; thence westwardly along the south line of West Street a distance of 150.65 feet to the place of beginning; being part of lots Numbers twelve (12) and fourteen (14) of Archibald Irwin's Subdivision, as recorded in Deed Book 148, page 440 of the records of Hamilton County, Ohio. Also an easement from Beldare Avenue (formerly Belvedere) running through West Street, now vacated, to a point 150 feet east of the east line of Beldare Avenue (formerly Belvedere) for the purpose of giving Henry Allendorf, his heirs and assigns access to garages all as set forth in the deed from the Central Trust Company, grantor therein to Henry Allendorf, dated May 9, 1928, and recorded in Deed Book 1459, page 551 of the records of Hamilton County, Ohio.

Excepting further the following described property:

Beginning at a point in the north line of Erkenbrecher Avenue which point is seven hundred and forty-eight and ninety-five hundredths (748.95) feet more or less west of Dury Avenue as measured along the north line of Erkenbrecher Avenue and which point is in the west line of lot 55 of Zoological Land Syndicate Subdivision and which point is also in the east line of the grantor's land; thence north eighty-eight degrees, thirty-seven minutes (88°37') west along said north line of Erkenbrecher Avenue one hundred eighty-two and eighty-seven hundredths (182.87) feet; thence on a curved line having a

EXHIBIT A (Cont.)

radius of one hundred and twenty five (125.0) feet and deflecting to the right forty-eight degrees thirty-seven minutes ($48^{\circ}37'$) one hundred and five and sixty-six hundredths (105.66) feet to the northeasterly line of Vine Street; thence north forty degrees (40°) west along said line of Vine Street three hundred and thirty-three and nineteen hundredths (333.19) feet to a point twenty (20.0) feet distant from the west line of the grantor's land as measured along the northeast line of Vine Street; thence north fifty degrees (50°) east and parallel with the said grantor's west line ten (10.0) feet; thence south forty degrees (40°) east three hundred and thirty-three and nineteen hundredths (333.19) feet; thence on a curved line having a radius of one hundred and fifteen (115.0) feet and deflecting to the left forty-eight degrees and thirty-seven minutes ($48^{\circ}37'$) ninety-seven and twenty hundredths (97.20) feet; thence south eighty-eight degrees thirty-seven minutes east one hundred eighty-two and ninety-seven hundredths (182.97) feet (S $88^{\circ} 37'$ E 182.97) to the east line of grantor's land; thence south two degrees west ten feet (S 2° W 10) to the place of beginning, being a part of Lots 9, 10 and 11 Hinman's Subdivision as recorded in Plat Book 2, page 258 and part of lots 47, 50, 51 and 54 of The Zoological Land Syndicate Subdivision as recorded in Plat Book 9, page 49, Hamilton County Records and containing one hundred and forty-two thousandths (0.142) acres; also an easement for slopes two (2) feet in width for each foot in elevation above or below the curb grade of Erkenbrecher Avenue and Vine Street adjoining to the north, the entire length of the ten (10) foot strip as described above, being the same premises heretofore conveyed by deed dated March 31, 1931, and recorded in Deed Book 1575, page 58, of the records of Hamilton County, Ohio.

Excepting further the following, being an easement for loop purposes granted to The Cincinnati Street Railway Company, on the following described property:

Beginning at a point ten (10) feet north of the northeast line of Vine Street as measured along a line running parallel with and twenty (20) feet east from the west line of Lot 47 of Zoological Land Syndicate Subdivision, recorded in Plat Book 9, page 49, Hamilton County Recorder's Office; thence north fifty degrees (50°) east parallel with said west line of lot 47, ninety (90) feet; thence south forty degrees east eighty feet (S 40° E 80') thence due south one hundred and forty (140) feet to a point ten (10) feet north Fifty (50°) degrees east of Vine Street; thence north forty degrees (40°) west parallel with Vine Street one hundred and eighty-seven and twenty-six hundredths (187.26) feet to the place of beginning, being a part of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision and a part of Lot 11 of B. P. Hinman's Subdivision, and containing two hundred and seventy-seven thousandths (0.277) acres, and being the same premises heretofore conveyed by deed dated March 30, 1931, and recorded in Deed Book 1572, page 318 of the records of Hamilton County, Ohio.

EXHIBIT C
to
Grant of Easement

Legal Description-Easement Area

PEDESTRIAN BRIDGE GROUND ENCROACHMENT EASEMENT IN ERKENBRECHER AVENUE R/W

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Ground Encroachment Easement in Erkenbrecher Avenue right of way, approximately 190 feet east of Vine Street, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021; thence

In said southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears North 83° 28' 22" East, 13.81 feet to a point; thence

Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 87.66 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence

In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 5.95 feet to a point being the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described; thence the following 3 courses:

1. Leaving said northerly right of way line of Erkenbrecher Avenue; South 79° 21' 41" West, 36.15 feet to a point; thence
2. In a curve to the right having a radius of 16.02 feet, a delta angle of 83° 55' 44" and an arc length of 23.46 feet subtended by a chord which bears North 55° 55' 19" West, 21.42 feet to a point in said northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 53.54 feet to the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described.

Containing 333 S.F. or 0.0075 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT C (Cont.)
to Grant of Easement

PEDESTRIAN BRIDGE AERIAL EASEMENT OVER ERKENBRECHER AVENUE

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Aerial Easement over Erkenbrecher Avenue approximately 190 feet east of Vine Street, the bottom of said easement being 16.00 feet above the highest pavement elevation of said Erkenbrecher Avenue and being at elevation 729.74 (Vertical Datum NAVD29), all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021, said point being at said elevation 729.74 (Vertical Datum NAVD29) and being the TRUE POINT OF BEGINNING of this Aerial Easement herein described; thence the following 5 courses:

1. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 30' 30" and an arc length of 14.23 feet subtended by a chord which bears South 81° 00' 03" West, 14.23 feet to a point; thence
2. Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 94.48 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 29.18 feet to a point; thence
4. Leaving said northerly right of way line of Erkenbrecher Avenue, South 10° 38' 19" East, 87.66 feet to a point in said southerly right of way line of Erkenbrecher Avenue; thence
5. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears South 83° 28' 22" West, 13.81 feet to the TRUE POINT OF BEGINNING of this Aerial Easement herein described.

Aerial Easement Horizontal Area = 2,544 S.F. or 0.0584 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT D
to Grant of Easement

Grantee's Adjacent Property

Tract I:

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007)	O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 637 (103-0001-0006)	O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004)	O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002)	O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139)	O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164)	O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166)	O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168)	O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)	

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT D (Cont.)
to Grant of Easement

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

EXHIBIT D (Cont.)
to Grant of Easement

Tract II:

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence
7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E

to Property Transfer Agreement

Dedication Property

EUCLID AVENUE, ERKENBRECHER AVENUE & VINE STREET 0.3881 ACRES DEDICATION

Situate in Section 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555 and also a portion of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Andrew McMillan Subdivision, Plat Book 14, Page 29 and Benjamin P. Hinman Subdivision, Plat Book 2, Page 258, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W) said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 25 courses:

1. In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to a point being in the northerly terminus of said Euclid Avenue; thence
2. In said northerly terminus of Euclid Avenue, North 84° 18' 13" West, 57.94 feet to an Iron Pin Set; thence
3. In the proposed westerly right of way line of Euclid Avenue extended in a curve to the left having a radius of 128.00 feet, a delta angle of 13° 36' 44" and an arc length of 30.41 feet subtended by a chord which bears North 02° 45' 17" West, 30.34 feet to an Iron Pin Set; thence
4. Continuing in said proposed westerly right of way line of Euclid Avenue, North 09° 33' 39" West, 8.26 feet to an Iron Pin Set; thence
5. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the right having a radius of 182.00 feet, a delta angle of 15° 16' 45" and an arc length of 48.53 feet subtended by a chord which bears North 01° 55' 17" West, 48.39 feet to an Iron Pin Set; thence
6. Continuing in said proposed westerly right of way line of Euclid Avenue, North 05° 43' 05" East, 36.37 feet to an Iron Pin Set; thence
7. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the left having a radius of 10.00 feet, a delta angle of 90° 05' 21" and an arc length of 15.72

Exhibit E (Cont.)
to Property Transfer Agreement

feet subtended by a chord which bears North 39° 19' 35" West, 14.15 feet to an Iron Pin Set in the proposed southerly right of way line of Erkenbrecher Avenue; thence

8. In said proposed southerly right of way line of Erkenbrecher Avenue, North 84° 22' 16" West, 170.97 feet to an Iron Pin Set; thence
9. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 21° 12' 12" and an arc length of 120.27 feet subtended by a chord which bears South 85° 01' 38" West, 119.59 feet to an Iron Pin; thence
10. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue, South 74° 25' 33" West, 113.60 feet to an Iron Pin Set; thence
11. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 68° 48' 18" and an arc length of 30.02 feet subtended by a chord which bears South 40° 01' 24" West, 28.25 feet to an Iron Pin Set in the existing easterly right of way line of Vine Street; thence
12. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 29.53 feet to a point in the existing southerly right of way line of Erkenbrecher Avenue; thence
13. In said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 29.00 feet, a delta angle of 25° 37' 07" and an arc length of 12.97 feet subtended by a chord which bears North 61° 42' 01" East, 12.86 feet to a point; thence
14. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 74° 30' 35" East, 131.63 feet to a point; thence
15. Continuing in said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 336.73 feet, a delta angle of 05° 32' 32" and an arc length of 32.57 feet subtended by a chord which bears North 77° 36' 51" East, 32.56 feet to a point; thence
16. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 06° 13' 54" East, 10.43 feet to a point; thence
17. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 325.45 feet to an Iron Pin Set in the proposed easterly right of way line of Euclid Avenue extended; thence
18. In said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 12' 50" and an arc length of 18.49

Exhibit E (Cont.)
to Property Transfer Agreement

feet subtended by a chord which bears South 38° 49' 30" West, 17.48 feet to an Iron Pin Set; thence

19. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 49.61 feet to an Iron Pin Set; thence
20. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 122.00 feet, a delta angle of 15° 16' 45" and an arc length of 32.53 feet subtended by a chord which bears South 01° 55' 17" East, 32.44 feet to an Iron Pin Set; thence
21. Continuing in said proposed easterly right of way line of Euclid Avenue, South 09° 33' 39" East, 8.26 feet to an Iron Pin Set; thence
22. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the right having a radius of 188.00 feet, a delta angle of 15° 16' 45" and an arc length of 50.13 feet subtended by a chord which bears South 01° 55' 17" East, 49.99 feet to an Iron Pin Set; thence
23. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 131.02 feet to an Iron Pin Set; thence
24. Continuing in said proposed easterly right of way line of Euclid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 72° 31' 46" and an arc length of 20.25 feet subtended by a chord which bears South 30° 32' 48" East, 18.93 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
25. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 12.90 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.3881 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.



Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE EAST 0.0086 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in Official Record 12561, Page 651 and Official Record 12638, Page 1350, originally platted by Andrew McMillan Subdivision, Plat Book 14, Page 29, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Eulid Avenue (60' R/W), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 6 courses:

1. In said existing easterly right of way line of Eulid Avenue, North 05° 33' 45" East, 274.48 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 11.30 feet to an Iron Pin Set in the proposed easterly right of way line of Eulid Avenue; thence
3. In said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 56' 25" and an arc length of 18.69 feet subtended by a chord which bears South 39° 11' 18" West, 17.65 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Eulid Avenue, South 05° 43' 05" West, 252.07 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 28° 42' 56" and an arc length of 8.02 feet subtended by a chord which bears South 08° 38' 23" East, 7.94 feet to an Iron Pin Set in said existing northerly right of way line of Shields Street; thence
6. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 2.79 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0086 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE WEST 0.0261 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W); thence In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to an Iron Pin Set and being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 4 courses:

1. North 40° 06' 23" West, 14.29 feet to an Iron Pin Set; thence
2. North 05° 43' 05" East, 102.55 feet to an Iron Pin Set; thence
3. North 50° 43' 05" East, 14.03 feet to an Iron Pin Set in said existing easterly right of way line of Euclid Avenue; thence
4. In said existing easterly right of way line of Euclid Avenue, South 05° 33' 45" West, 122.43 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0261 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE & SHIELDS 0.0979 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 8 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 274.45 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 8.02 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street, South 03° 43' 55" West, 257.52 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 86° 14' 07" East, 6.79 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Vine Street in a curve to the left having a radius of 15.50, a delta angle of 72° 36' 23" and an arc distance of 19.64 feet subtended by a chord which bears South 35° 55' 14" East, 18.35 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
6. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 174.54 feet to an Iron Pin Set in the westerly right of way line of a 10' alley; thence
7. In said westerly right of way line of a 10' alley, South 05° 37' 15" West, 3.53 feet to a point in said existing northerly right of way line of Shields Street; thence
8. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 210.00 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0979 acres.

Exhibit E (Cont.)
to Property Transfer Agreement

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE 0.0128 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 150.00 feet to a point in the line common to a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601; thence
2. In said line common to City of Cincinnati, South 84° 17' 55" East, 0.18 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street in a curve to the right having a radius of 510.00 feet, a delta angle of 03° 52' 16" and an arc distance of 34.46 feet subtended by a chord which bears South 01° 51' 01" West, 34.45 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 03° 43' 17" West, 115.70 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
5. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 6.28 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0128 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

SHIELDS 0.0178 DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing northerly right of way of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' alley; thence
2. In said easterly right of way line of a 10' alley, North 05° 37' 15" East, 3.52 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
3. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 197.51 feet to an Iron Pin Set; thence
4. Continuing in said proposed northerly right of way line of Shields Street in a curve to the left having a radius of 15.00, a delta angle of 70° 31' 23" and an arc distance of 18.46 feet subtended by a chord which bears North 60° 27' 50" East, 17.32 feet to an Iron Pin Set in said existing westerly right of way line of Euclid Avenue; thence
5. In said existing westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 13.44 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0178 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.



PATRICK S.
FINN
S-7181
6-21-2021

Exhibit F

to Property Transfer Agreement

Form of Partial Release of ROW Easements

[SPACE ABOVE FOR RECORDER'S USE]

Property: Auditor's Parcel No.: _____

PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENTS

THIS PARTIAL RELEASE is executed by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

Recitals:

A. By virtue of an instrument recorded in Official Record 14399, Page 3756; and Official Record 14405, Page 555, Hamilton County, Ohio Records, **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, **f/k/a CINCINNATI ZOO FOUNDATION PROPERTIES, LLC** (the "**Zoo**") holds title to certain real property in Cincinnati generally located along the east side of Vine Street, between Erkenbrecher Avenue and Shields Street, as more particularly described on Exhibit A (*Encumbered Property*) hereto (the "**Property**").

B. By virtue of instruments recorded in Official Record Book 12254, Page 879; and Official Record Book 12254, Page 895, Hamilton County, Ohio Records, the City holds certain easements and restrictions pertaining to public rights-of-way that encumber the Property (the "**Right of Way Easements**").

C. The Zoo seeks to redevelop the Property and has requested the City to release certain portions of the Right of Way Easements (the "**Released Area**") to facilitate the proposed development as more particularly described on Exhibit B (*Legal Description – Released Area*) hereto.

D. The City Manager, in consultation with the City's Department of Transportation and Engineering, has confirmed that the Released Area is not needed for any municipal purpose, and the release and termination of the easements and restrictions with respect to the Released Area is not otherwise contrary to applicable laws, rules, and regulations affecting the Property; therefore, the City is agreeable to releasing the same to facilitate the development of the Property.

E. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the release and termination of the easements and restrictions with respect to the Released Area at its meeting on September 17, 2021.

F. Execution of this Release was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [____], 2021.

NOW THEREFORE, for valuable consideration received, the City does hereby release and terminate all terms, covenants, conditions, restrictions and other matters related to the Released Area and confirms that the same are null and void and of no further force or effect.

PROVIDED, HOWEVER, that this Release shall not be construed to release, terminate, waive or in any manner affect or invalidate the Right of Way Easement encumbering the Property outside of the Released Area, and all terms, covenants, conditions, restrictions and other matters related to the Right of Way Easement encumbering the Property outside of the Released Area, remain in full force and effect.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Paula Boggs Muething, City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

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

Exhibits:
Exhibit A – *Legal Description – Encumbered Property*
Exhibit B – *Legal Description – Released Area*

EXHIBIT A

to Partial Release of Release of Right of Way Easements

Legal Description – Encumbered Property

Tract I

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007) O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 837 (103-0001-0006) O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004) O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002) O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139) O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164) O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166) O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168) O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT A (Cont.)

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT A (Cont.)

Tract II

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence

EXHIBIT A (Cont.)

7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B

Partial Release of Release of Right of Way Easements

Legal Description –Released Area)

PORTION OF RIGHT OF WAY EASEMENT VACATION NORTHSIDE LOUIS AVENUE AT VINE STREET

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Loius Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B (Cont.)

Partial Release of Release of Right of Way Easements

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit G

to Property Transfer Agreement

Additional City Requirements

ADDITIONAL CITY REQUIREMENTS

The Zoo and the Zoo's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. the Zoo hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, the Zoo, or the Zoo's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with the Zoo by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements.

This Exhibit identifies certain Government Requirements that may be applicable to the Project, the Zoo, or its contractors and subcontractors. Because this Agreement requires that the Zoo comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that the Zoos, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a the Zoo is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on the Zoo, even where such obligations are not imposed on the Zoo by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates the Zoo to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if the Zoo is performing construction work for the City under a construction contract to which the City is a party, the Zoo shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in the Zoo and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which the Zoo receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to the Zoo at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if the Zoo receives City funds or other assistance, the Zoo and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by the Zoo or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, the Zoo and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following the Zoo and/or its general contractor's meet and confer activity, the Zoo shall provide to the City, in writing, a summary of the Zoo and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, the Zoo is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that the Zoo issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of the Zoo; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, the Zoo shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, the Zoo shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, the Zoo is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, the Zoo and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) the Zoo and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, the Zoo agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, the Zoo shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, the Zoo shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. the Zoo or its general contractor shall update the report monthly by the 15th. the Zoo or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the Zoo and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, the Zoo and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of the Zoo or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of the Zoo to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. the Zoo shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, the Zoo shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, the Zoo shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations

resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in the Zoo or in the Project, and the Zoo shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, the Zoo and its general contractor shall use its best efforts to post available employment opportunities with the Zoo, the general contractor's organization, or the organization of any subcontractor working with the Zoo or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively

“investigative bodies”) to release to the City’s Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City’s request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Zoo shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of

(a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. the Zoo represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, the Zoo shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If the Zoo or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, the Zoo shall be considered in default under this Agreement.

October 20, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

202103009

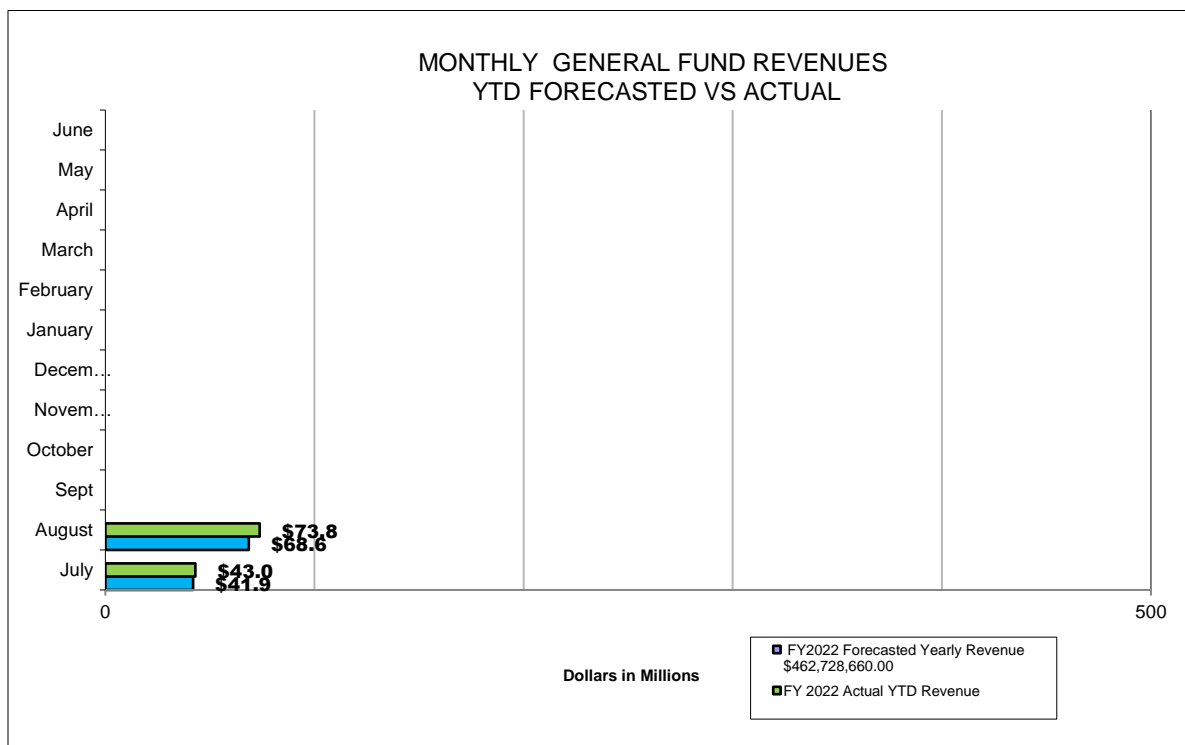
SUBJECT: Department of Finance Reports for the Month Ended August 31, 2021

AUGUST 2021
MONTHLY FINANCIAL REPORTS

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending August 31, 2021. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues is attached for review, including reports comparing current year actual revenue vs. forecasted revenue and prior year 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, 2021 and shows that actual revenue of \$73.8 million was above forecasted revenue of \$68.6 million by \$5.2 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.

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	\$1,702,447	
City Income Tax	\$851,601	
Admissions Tax	\$313,283	
Short Term Rental Excise Tax	\$240,525	
Licenses & Permits	\$1,018,409	
Fines, Forfeitures, & Penalties	\$128,417	
Investment Income		
Local Government	\$402,446	
Casino	\$566,152	
Police		(\$9,009)
Buildings and Inspections	\$58,091	
Fire		(\$37,602)
Parking Meter	\$100	
Other		(\$49,077)
	<u>\$5,281,470</u>	<u>(\$95,688)</u>
Difference	\$5,185,783	

General Fund (favorable variance) is \$5.2 million above the amount forecasted thru August in the FY 2022 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.

General Property Tax (favorable variance) is up \$1.7 million. Revenue is greater than projected as a result of higher assessed property values utilized by the County Auditor.

Income Tax (favorable variance) is \$852k above the forecasted amount. The monthly projections for the first half of the fiscal year include employer withholding for remote workers as allowed by state law through December 31, 2021. The projections for the second half of the fiscal year have been reduced to account for potential refunds to these remote workers. Administration is watching income tax trends very closely due to the shift to remote work.

Admission Tax (favorable variance) is \$313k above estimate. Most venues have reopened, and the positive variance reflects such. Fiscal year estimates are conservative due to the uncertainty of the COVID-19 variants.

Short Term Rental Excise Tax (favorable variance) is \$241k above projections. This positive variance reflects the increase in travel and economic activity in the city.

License & Permits (favorable variance) is up \$1 million. There has been an uptick in building permit applications this summer. A large project at the Playhouse in the Park has added to the positive variance.

Local Government (favorable variance) is up \$402k. The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.

Casino (favorable variance) is up \$566k. The casino revenue is outperforming current estimates which have been set at pre-pandemic levels.

Restricted Funds:

Aviation (favorable variance) is \$300k above estimate versus what is shown in the attached report. This is due to a correction in project costs that were returned to source. Next month this report and the attachment will align.

Municipal Golf (favorable variance) is up \$544k. The Cincinnati Recreation Commission has experienced an increase in the utilization of the golf courses as the weather has been more than favorable this summer for the sport.

Recreation Special (unfavorable variance) is down \$400k. The Cincinnati Recreation Commission has experienced a reduction in revenue due to the cancellation of some team sports as a result of a shortage of game officials.

Hazard Abatement (unfavorable variance) is \$164k below the forecasted amount. The Vacant Buildings Maintenance License revenue is down due to the increased number of license waivers requested during the pandemic. In addition, Vacant Foreclosure License revenue is below estimate as a result of the reduced number of foreclosures processed during the pandemic.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of August 31, 2021.
2. Audit of the City Treasurer's Report for the month ended July 31, 2021
3. Statement of Balances in the various funds as of August 31, 2021.

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




Liz Keating
Councilmember

October 4, 2021

Motion

WE MOVE that the administration prepare a REPORT on the steps the administration could take to strengthen the institutional safeguards to ensure there are no future errors to ballot language. For example, the imposition of a city deadline to initiative charter amendments, engagement with the petitioners, or communication with the Board of Elections to better understand their review process in their role as the agency that approves and sets ballot language.



Councilmember Liz Keating

_____	_____
_____	_____
_____	_____
_____	_____

MM
CAL

10/4/21



Jan-Michele Lemon Kearney
Councilmember

October 6, 2021

MOTION

WE MOVE that the Administration REPORT on a viable source of funding by June 2022 for the \$700,000 needed for the Department of Transportation and Engineering to construct pedestrian safety measures, including but not limited to a crosswalk, on Erie Avenue near the Cincinnati Police Department District 2 Headquarters.

Councilmember Jan-Michele Lemon Kearney

_____	_____
_____	_____
_____	_____
_____	_____

B&F JB

October 13, 2021

To: Mayor and Members of City Council 202102922
From: Paula Boggs Muething, City Manager
Subject: Ordinance – Recreation: Dick’s Sporting Goods Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a grant in an amount up to \$15,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support to youth sports programs in need; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes.”

This Ordinance authorizes the City Manager to accept and appropriate a grant in the amount of up to \$15,000 from the Cincinnati Recreation Foundation (CRF) for the purpose of providing funding support to youth sports programs in need.

Dick's Sporting Goods Foundation is providing this donation through their Sports Matter Community Grant Program for the purpose of providing financial resources to CRF to support programming and equipment needs in underprivileged communities. The Ordinance also authorizes the Finance Director to deposit the donated funds into Contributions for Recreation Purposes Fund 319. There is no match funding requirement, and there are no new FTEs associated with the grant.

This Ordinance is in accordance with the “Live” goal to “Create a more livable community,” as described on page 156 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 in an amount up to \$15,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support to youth sports programs in need; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes.”

WHEREAS, the Cincinnati Recreation Foundation received a grant in the amount of up to \$15,000 from the Dick’s Sporting Goods Foundation Sports Matter Community Grant Program to fund youth sports programs in the City; and

WHEREAS, the Cincinnati Recreation Foundation is granting the funds to the Cincinnati Recreation Commission to provide funding support to youth sports programs in need; and

WHEREAS, acceptance of the grant requires no matching funds, and there are no FTEs associated with the grant; and

WHEREAS, acceptance of the grant funding is in accordance with the “Live” goal to “Create a more livable community” as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a grant in an amount of up to \$15,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support to youth sports programs in need.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the grant funds into Fund 319, “Contributions for Recreation Purposes.”

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

October 13, 2021

To: Mayor and Members of City Council 202102925
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – FY 2022 Mid-Year Budget Adjustments

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of the sum of \$395,800 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments; and **AUTHORIZING** the transfer of the sum of \$161,845 from the unappropriated surplus of the Stormwater Management Fund according to the attached Schedule of Transfer for the purpose of providing funds for the ongoing needs of the Department of Public Services.

This Emergency Ordinance authorizes the transfer of \$375,000 within the General Fund for the purpose of realigning operating support for the Cincinnati Center City Development Corporation, doing business as 3CDC, for work performed at Washington Park and Ziegler Park, from the Department of Public Services to the City Manager's Office. This Emergency Ordinance also authorizes the supplemental appropriation of \$20,800 from the unappropriated surplus of the General Fund to the Other City Obligations Non-Departmental non-personnel operating budget account for the purpose of re-appropriating funds from a prior year encumbrance to be used for expenses related to the COVID-19 pandemic.

Finally, this Emergency Ordinance authorizes the supplemental appropriation of \$161,845 from the unappropriated surplus of the Stormwater Management Fund to various accounts within the Department of Public Services Stormwater Management Fund non-personnel operating budget for the purpose of recertifying funds from prior year encumbrances for stormwater remediation contractual services and equipment purchases.

The reason for the emergency is the immediate need to allow for the continuation of uninterrupted services in FY 2022.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

LES

- 2021

AUTHORIZING the transfer of the sum of \$395,800 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments; and **AUTHORIZING** the transfer of the sum of \$161,845 from the unappropriated surplus of the Stormwater Management Fund according to the attached Schedule of Transfer for the purpose of providing funds for the ongoing needs of the Department of Public Services.

WHEREAS, the Approved FY 2022 Budget included \$375,000 for the Department of Public Services to fund operating support to the Cincinnati Center City Development Corporation, doing business as 3CDC, for work performed at Washington Park and Ziegler Park; and

WHEREAS, the work performed at Washington Park and Ziegler Park will now be managed by the City Manager's Office; and

WHEREAS, \$375,000 will be transferred from the Department of Public Services General Fund non-personnel operating budget to the City Manager's Office General Fund non-personnel operating budget; and

WHEREAS, funding in the amount of \$20,800, which was encumbered in FY 2021 for communications training, is no longer needed in Fiscal Year 2022 for that purpose; and

WHEREAS, the FY 2021 encumbrance of \$20,800 will be cancelled, and the funds returned to source, making them available to be re-appropriated for FY 2022 to be used for expenses related to the COVID-19 pandemic; and

WHEREAS, funding in the amount of \$151,000 was encumbered in FY 2021 for stormwater remediation but cannot be expensed prior to the expiration of the contract for such services; and

WHEREAS, the FY 2021 encumbrance of \$151,000 will be cancelled and the funds returned to source for the purpose of recertifying funds from a prior year encumbrance for a contract for stormwater remediation; and

WHEREAS, funding in the amount of \$10,845 was encumbered in FY 2021 for the procurement of stormwater remediation equipment but cannot be expensed prior to the expiration of the contract for such services; and

WHEREAS, the FY 2021 encumbrance of \$10,845 will be cancelled and the funds returned to source for the purpose of recertifying funds from a prior year encumbrance for stormwater remediation equipment; now, therefore,

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

Section 1. That the sum of \$395,800 existing within the General Fund is hereby transferred and appropriated within said fund according to the attached Schedule of Transfer for the purpose of realigning certain operating accounts and for providing funds for the ongoing needs of City departments.

Section 2. That the sum of \$161,845 is hereby transferred and appropriated from the unappropriated surplus of the Stormwater Management Fund according to the attached Schedule of Transfer for the purpose of realigning certain operating accounts and for providing funds for the ongoing needs of the Department of Public Services.

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

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 for the continuation of uninterrupted services in FY 2022.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

SCHEDULE OF TRANSFER

FY 2022 MID-YEAR ADJUSTMENT SCHEDULE OF TRANSFER

Fund 050 General Fund

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PUBLIC SERVICES					CITY MANAGER'S OFFICE				
CITY FACILITY MANAGEMENT	050	255	7400	375,000	CITY MANAGER'S OFFICE	050	101	7200	375,000
GENERAL FUND					NON-DEPARTMENTAL ACCOUNTS				
UNAPPROPRIATED SURPLUS	050			20,800	OTHER CITY OBLIGATIONS	050	959	7200	20,800
TOTAL FUND REDUCTIONS				395,800	TOTAL FUND INCREASES				395,800

FY 2022 MID-YEAR ADJUSTMENT SCHEDULE OF TRANSFER

Fund 107 Stormwater Management

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SOURCE ACCOUNTS					USE ACCOUNTS				
STORMWATER MANAGEMENT FUND					DEPARTMENT OF PUBLIC SERVICES				
UNAPPROPRIATED SURPLUS	107			161,845	NEIGHBORHOOD OPERATIONS	107	253	7200	151,000
					NEIGHBORHOOD OPERATIONS	107	253	7300	10,845
TOTAL FUND REDUCTIONS				161,845	TOTAL FUND INCREASES				161,845

October 13, 2021

To: Mayor and Members of City Council 202102930
From: Paula Boggs Muething, City Manager
Subject: Ordinance – DOTE: Municipal Road Fund Program and Ohio Public Works Commission (OPWC) Round 36 Funding Applications

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 36) for the purpose of ensuring the timely completion of various road, bridge, and stormwater infrastructure construction projects throughout the City.

This Ordinance authorizes the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund (MRF) program and the Ohio Public Works Commission (OPWC) State Capital Improvement Program (SCIP), the Local Transportation Improvement Program (LTIP), and the Revolving Loan Fund Program as part of Funding Round 36.

The Department of Transportation and Engineering (DOTE) and the Greater Cincinnati Water Works Stormwater Management Utility (GCWW-SMU) identified the attached list of potential projects and local matching resources for which it intends to submit applications for grant resources by October 29, 2021 for funding year 2023. DOTE may apply for projects not included on this list if City priorities change. However, if the City is awarded any grants, loans, or loan assistance under these programs, DOTE will only accept grant resources for which City Council has provided authorization. Depending on the terms of the grant award for each project, local match funds may be required. Local match resources would come from existing and future capital improvement program project accounts as indicated in the attachment. No additional FTEs are associated with these applications for grants, loans, or loan assistance.

The implementation of these potential projects is in accordance with the "Connect" goal to "develop an efficient multi-modal transportation system that supports neighborhood livability," 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

Attachments



AUTHORIZING the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 36) for the purpose of ensuring the timely completion of various road, bridge, and stormwater infrastructure construction projects throughout the City.

WHEREAS, the Department of Transportation and Engineering (“DOTE”) and Greater Cincinnati Water Works Stormwater Management Utility (“GWCC-SMU”) intends to request grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 36) by October 29, 2021, for funding year 2023, in order to ensure the timely completion of projects DOTE identifies as high priorities; and

WHEREAS, DOTE and GCWW-SMU identified the attached list of potential projects as high priorities for which it intends to apply for assistance, although the list is subject to change and DOTE may apply for resources for projects not included in Attachment A; and

WHEREAS, depending on the terms of the grant award for each project, local match funds would be required for acceptance; and

WHEREAS, anticipated sources of local match funds, which would come from existing and future capital improvement program project accounts, are identified for each of the projects in Attachment A; and

WHEREAS, DOTE and GCWW-SMU will prepare all applications as requests for grant funding, but there may be opportunities to obtain additional zero percent interest loan funds for these projects once the District Integrating Committee allocation of grant monies is exhausted; and

WHEREAS, if the City is awarded any grants, loans, or loan assistance under these programs, DOTE will request authorization from City Council in order to accept and appropriate such resources; and

WHEREAS, no additional FTEs are associated with the applications for grants, loans, and loan assistance; and

WHEREAS, the implementation of these potential projects is in accordance with the “Connect” goal to “develop an efficient multi-modal transportation system that supports neighborhood livability” 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 hereby authorized to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 36) to ensure the timely completion of various road, bridge, and stormwater infrastructure construction projects throughout the City.

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

OPWC Round 36 - Potential Projects

	Project Name	Local Match		Grant Amount	Total Project	Description	Neighborhoods
		Source	Amount				
1	Art Museum Drive Retaining Wall	DOTE Capital, Wall Stabilization and Landslide Correction Program	\$ 475,000	\$ 475,000	\$ 950,000	Stabilization of hillside movement which is occurring on the east side of Art Museum Drive by the installation of a drilled shaft retaining wall having a length of approximately 450 feet. Replacement of curb and sidewalk and restoration of pavement included in the project. Removal of existing cable post guardrail system with Steel backed timber guardrail on Art Museum Drive and Eden Park Drive	Mt. Adams & Walnut Hills
2	Beekman Avenue Rehabilitation	Transit Infrastructure Grant	\$ 1,460,000	\$ 1,460,000	\$ 2,920,000	Rehabilitation of Beekman Av from Westwood Northern Blvd to Elmore St. Includes retaining wall and sidewalk repair at 3200 Beekman Av.	Millvale
3	Brighton Bridge Improvement	DOTE Capital, including Bridge Rehabilitation Program	TBD		\$ 3,200,000	Replacement or removal of the Brighton Approach Bridge over Central Parkway.	CUF, Over-the-Rhine, West End
4	Clybourn PI Drainage Improvement	SMU Capital	TBD (20-50% of total Project Cost)		\$ 100,000	This project will improve the drainage at the intersection of Clybourn PI and Fairview Av.	CUF
5	Computerized Traffic Control System- OTR	Congestion Mitigation and Air Quality Improvements grant (CMAQ)	\$ 6,000,000	\$ 3,000,000	\$ 9,000,000	This project will upgrade the existing twisted pair telephone grade interconnect communication cable to fiber optic technology. This upgrade will facilitate ITS strategies to facilitate coordinated traffic signals.	Over-The-Rhine
6	Dane Av Drainage Improvement	SMU Capital	TBD (20-50% of total Project Cost)		\$ 100,000	This project will improve the drainage on Dane Av near the intersection with Bercliff Av.	Northside
7	Elberon Avenue Rehabilitation	DOTE Capital, including Street Rehab Program	\$ 750,000	\$ 750,000	\$ 1,500,000	Rehabilitation of Elberon Av from State Av to Bassett Rd.	East Price Hill & Lower Price Hill
8	Faraday Ave Improvement	DOTE Capital, including Wall Stabilization and Landslide Correction Program, Street Rehab & Safety	TBD (20-50% of total Project Cost)		\$ 1,500,000	Landslide correction, safety improvements and street rehabilitation.	South Cumminsville
9	Feemster St Drainage Improvement	SMU Capital	TBD (20-50% of total Project Cost)		\$ 200,000	This project will improve the drainage on Feemster St.	Columbia Tusculum
10	Ferguson PI Reconstruction	SMU Capital, DOTE Capital, including Street Rehab Program	TBD (20-50% of total Project Cost)		\$ 500,000	This project will lower the roadway to improve drainage on the north side.	West Price Hill
11	Glenway Avenue Rehabilitation	DOTE Capital, including Street Rehab Program	\$ 1,500,000	\$ 1,500,000	\$ 3,000,000	Rehabilitation of Glenway Avenue from Shirley Dr to Warsaw Ave.	West Price Hill & Westwood
12	Hillside Avenue Retaining Wall	DOTE Capital, Wall Stabilization and Landslide Correction Program	\$ 240,000	\$ 360,000	\$ 600,000	Stabilization of roadway that is affected by movement by the construction of approximately 500 feet of pier wall.	Riverside
13	Juergens Street Reconstruction	SMU Capital, DOTE Capital, including Street Rehab Program	TBD (20-50% of total Project Cost)		\$ 1,500,000	This project will rehabilitate Juergens Avenue from Vine Street to Greendale Avenue. The project will also include new curb and drainage improvements.	Clifton
14	Monon Av Drainage Improvement	SMU Capital	TBD (20-50% of total Project Cost)		\$ 300,000	This project will improve the drainage on Monon Av from Wildwood St to Parkway Av.	Hartwell

OPWC Round 36 - Potential Projects

	Project Name	Local Match		Grant Amount	Total Project	Description	Neighborhoods
		Source	Amount				
15	Paxton Avenue Improvement	Transit Infrastructure Grant	\$ 900,000	\$ 1,100,000	\$ 2,000,000	This project will rehabilitate Paxton Av from Wasson to Marburg Ave. The project includes safety improvements at the intersection of Paxton Ave, Wasson Rd & Isabella Av.	Oakley
16	Ridge Avenue Rehabilitation	DOTE Capital, including Street Rehab Program	TBD (20-50% of total Project Cost)		\$ 2,500,000	Rehabilitation of Ridge Avenue from Marburg Avenue to Beredith Avenue, including modifications at the Acomb St Railroad crossing	Pleasant Ridge
17	River Road Rehabilitation	Transit Infrastructure Grant	\$ 2,725,000	\$ 2,725,000	\$ 5,450,000	This project will rehabilitate River Rd from Anderson Ferry Rd to Dart	Riverside & Sedamsville
18	Riverside Drive Retaining Wall	DOTE Capital, Wall Stabilization and Landslide Correction Program	TBD (20-50% of total Project Cost)		\$ 800,000	Repair of retaining 1,380 feet of retaining wall, wall cap and guardrail.	East End
19	Street Lighting Improvement	DOTE Capital, Duke Energy Grant Funds (Account No. 212323).	\$ 400,000	\$ 1,600,000	\$ 2,000,000	This project would upgrade existing high-mast street lighting in the CBD to LED.	CBD
20	Warsaw Avenue Rehabilitation	Transit Infrastructure Grant	\$ 2,125,000	\$ 2,125,000	\$ 4,250,000	This project will rehabilitate Warsaw Avenue from Glenway Avenue to Grand Avenue. The project will include new lane striping and pedestrian improvements throughout the corridor.	East Price Hill
21	Whetsel Avenue Rehabilitation	DOTE Capital, including Street Rehab Program	TBD (20-50% of total Project Cost)		\$ 600,000	This project will rehabilitate Whetsel Avenue from Sierra Avenue to the northern corporation line.	Madisonville
22	Wooster Road Rehabilitation	DOTE Capital, including Street Rehab Program	TBD (20-50% of total Project Cost)		\$ 1,200,000	This project will rehabilitate Wooster Road from Little Duck Creek bridge to the eastern corporation line.	Linwood

October 13, 2021

To: Mayor and Members of City Council 202102931
From: Paula Boggs Muething, City Manager
Subject: Ordinance – Recreation: Donation from the Reds Community Fund

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation,” for the purpose of providing donated resources for the construction of a synthetic baseball field at the Avondale Recreation Area; and **AUTHORIZING** the City Manager to accept and appropriate a cash donation from the Cincinnati Reds Community Fund up to the amount of \$150,000 to the newly established capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation.”

This Ordinance authorizes establishment of capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation,” for the purpose of providing donated resources for the construction of a synthetic baseball field at the Avondale Recreation Area, located at 870 Blair Avenue. The Ordinance also authorizes the City Manager to accept and appropriate a cash donation from the Cincinnati Reds Community Fund (RCF) up to the amount of \$150,000 to the newly established capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation.”

The original improvement plans for the Avondale Recreation Area were formulated in 2019 and called for a synthetic infield to be installed at the Avondale Recreation Area baseball field. However, this improvement was not possible because of some project budget realignment needs. Cincinnati Recreation Commission (CRC) designed the field so a synthetic turf could be installed at a later date. The ballfield renovation is currently 50% completed with only the need to install fencing, seeding, and ballfield clay/DuraEdge. The RCF donation will permit the completion the original scope of the project with the synthetic infield installation. The donation requires \$150,000 in matching funds, which the CRC will provide from existing capital improvement program projects to complete the remaining renovation elements.

This Ordinance is in accordance with the “Live goal to “Build a robust public life” “Collaborate” goal to “Unite our communities” as described on pages 149 and 210, respectively, of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

ESTABLISHING new capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation,” for the purpose of providing donated resources for the construction of a synthetic baseball field at the Avondale Recreation Area; and **AUTHORIZING** the City Manager to accept and appropriate a cash donation from the Cincinnati Reds Community Fund up to the amount of \$150,000 to the newly established capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation.”

WHEREAS, the original improvement plans for the Avondale Recreation Area created in 2019 specified that a synthetic infield would be installed at the Avondale Recreation Area baseball field; and

WHEREAS, the improvements could not be completed due to budget realignment needs within the project, and consequently, the ballfield renovation remains incomplete; and

WHEREAS, Cincinnati Recreation Commission (“CRC”) designed the field to allow for installation of a synthetic turf at a later date; and

WHEREAS, the Cincinnati Reds Community Fund donation will permit the completion of the project with the synthetic infield installation; and

WHEREAS, the donation requires \$150,000 in matching funds, which CRC will provide from existing capital projects to complete the remaining ballfield renovation elements; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “build a robust public life,” and the “Collaborate” goal to “unite our communities” as described on pages 149 and 210, respectively, of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation,” is hereby established for the purpose of providing donated resources for the construction of a synthetic baseball field at the Avondale Recreation Area.

Section 2. That the City Manager is authorized to accept and appropriate a cash donation from the Cincinnati Reds Community Fund up to the amount of \$150,000 to the newly established capital improvement program project account no. 980x199x221906, “Avondale Synthetic Baseball Field RCF Donation.”

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

October 13, 2021

To: Mayor and Members of City Council 202102933
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – Golden Avenue Stormwater Easement

Attached is an Emergency Ordinance captioned:

ACCEPTING the grant of permanent public utility easements in favor of the City of Cincinnati for the construction, maintenance, and repair of stormwater sewers in and upon certain real property located north of Golden Avenue in the Columbia Tusculum and Hyde Park neighborhoods.

The Stormwater Management Utility (SMU) has made improvements to existing private stormwater infrastructure on the property at 3610 Golden Avenue in order to prevent future flooding in the vicinity. This ordinance is to accept easements granted by the property owner for SMU to own and maintain the improved infrastructure shown on Attachment A to the Ordinance.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director/Greater Cincinnati Water Works

EMERGENCY

City of Cincinnati

CHM

AWB

An Ordinance No. _____ - 2021

ACCEPTING the grant of permanent public utility easements in favor of the City of Cincinnati for the construction, maintenance, and repair of stormwater sewers in and upon certain real property located north of Golden Avenue in the Columbia Tusculum and Hyde Park neighborhoods.

WHEREAS, Barbara W. Kellar and Larry Kellar have granted to the City public utility easements to construct, maintain, and repair public stormwater sewers in and upon certain real property generally located north of Golden Avenue and south of Grandin Road in the Columbia Tusculum and Hyde Park neighborhoods, as more particularly depicted and described on a plat entitled *Permanent Easement Plat for Stormwater Sewer along Barbara W. Kellar Property* attached to this ordinance as Attachment A and incorporated herein by reference (the “Easement Plat”); and

WHEREAS, the City Stormwater Management Engineer has examined and approved the Easement Plat as to its technical features and has found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Waterworks on behalf of the Stormwater Management Utility, recommends that Council accept and confirm the acceptance of the aforementioned public utility easements; now, therefore,

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

Section 1. That the public utility easements granted by Barbara W. Kellar and Larry Kellar to the City of Cincinnati for the construction, maintenance, and repair of public stormwater sewers in and upon the real property more particularly depicted and described on the plat entitled *Permanent Easement Plat for Stormwater Sewer along Barbara W. Kellar Property* attached to this ordinance as Attachment A and incorporated herein by reference (the “Easement Plat”) are hereby accepted and confirmed. The real property burdened by the public utility easements is more particularly described as follows:

Lying and being in the City of Cincinnati, County of Hamilton, State of Ohio, and being in Section 25, Town 4, Fractional Range 2, Miami Purchase, Columbia Township and being part of Lots 11 and 12 of John Totten's Estate, as recorded in Plat Book 5, Page 147, Recorder's Office, Hamilton County, Ohio, as recorded in Official Record 6633, Page 1102, Hamilton County, Ohio Records.

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

Section 3. That City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing the Easement Plat and other necessary real estate documents.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to accept and confirm the acceptance of the public utility easements and to record the Easement Plat with the Hamilton County, Ohio Recorder's Office without delay.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

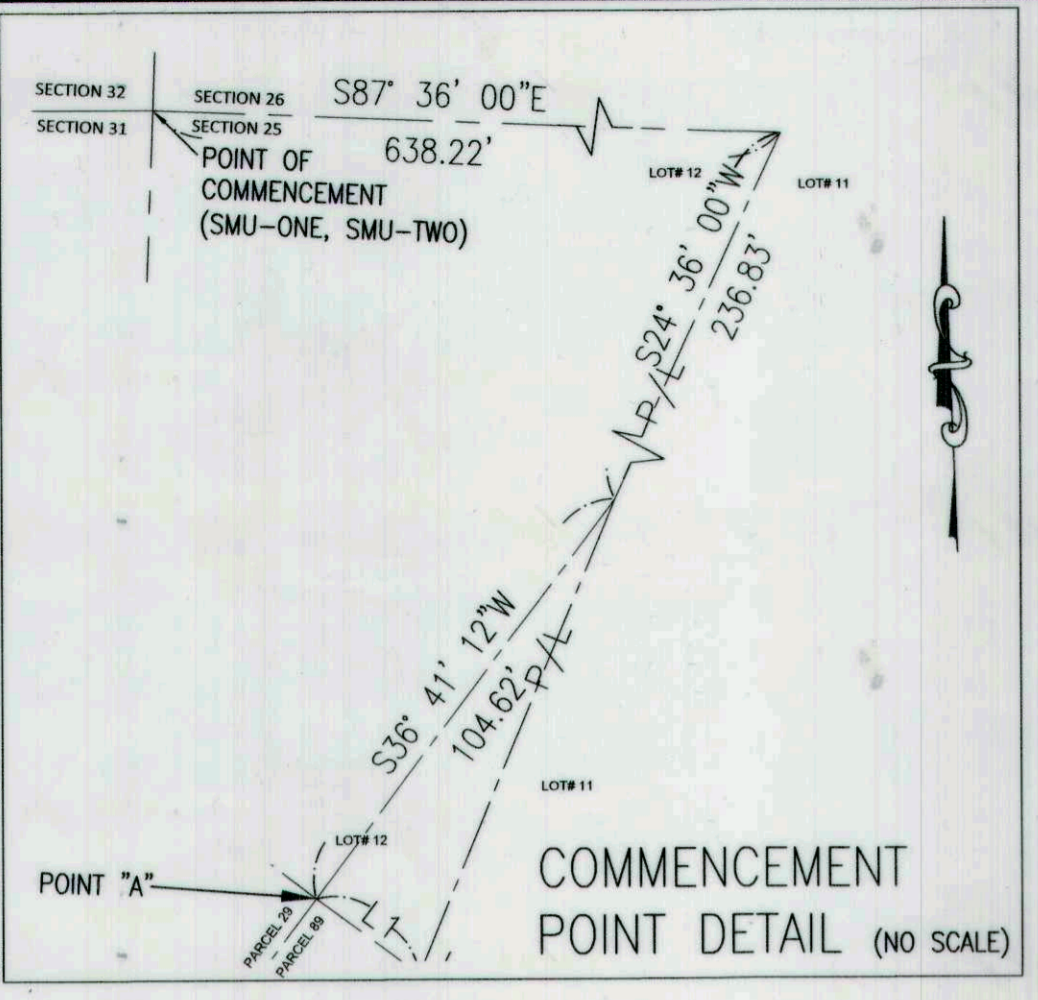
ATTACHMENT A

NO.	DATE	REVISION
11/07/2019	S. WAGNER	
11/07/2019	B. RUBERRY	

PROJECT NO.
 DATE 11/07/2019
 DRAWN BY S. WAGNER
 CHECKED BY B. RUBERRY

PERMANENT EASEMENT PLAT FOR STORMWATER SEWER
 ALONG BARBARA W. KELLAR PROPERTY
 BOOK 30, PAGE 2, PARCELS 84 AND 89
 SECTION 25, TOWNSHIP 4, FRACTIONAL RANGE 2, MIAMI PURCHASE
 CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

SHEET NO. **1 OF 1**



RESTRICTIONS ON PERMANENT SEWER EASEMENTS (STORM)
 NO IMPROVEMENTS OF ANY KIND WHICH CAN INTERFERE WITH ACCESS TO SAID PUBLIC SEWER EASEMENT SHALL BE PLACED UPON A PERMANENT SEWER EASEMENT, EXCEPTING SUCH ITEMS AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SUCH ITEMS, BEING NATURAL OR ARTIFICIAL. ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED UPON SAID PERMANENT EASEMENT, SHALL BE PLACED AT THE OWNER'S EXPENSE AND RISK OF THE PROPERTY OWNER AND GRANTEE OR ASSIGNS OF THIS PERMANENT EASEMENT HENCEFORTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY NOR THEIR EXECUTORS, ADMINISTRATORS OR ASSIGNS FOR THE CONDITION, DAMAGE TO OR REPLACEMENT OF SUCH AFORESAID ITEMS, OR ANY OTHER ITEMS PLACED UPON THE EASEMENT, RESULTING FROM THE EXISTENCE OF OR USE OF THE SAID PERMANENT EASEMENT BY THE GRANTEE OR ASSIGNS. ANY STRUCTURE CONSTRUCTED ON GRANTOR'S PROPERTY ADJOINING SAID PERMANENT EASEMENT SHALL BE KEPT NOT LESS THAN 3 FEET OUTSIDE THE PERMANENT SEWER EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE, AND DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE PETITIONED BY WRITTEN REQUEST TO THE GRANTEE OR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS WITH APPROVAL NOT BEING UNREASONABLY WITHHELD.



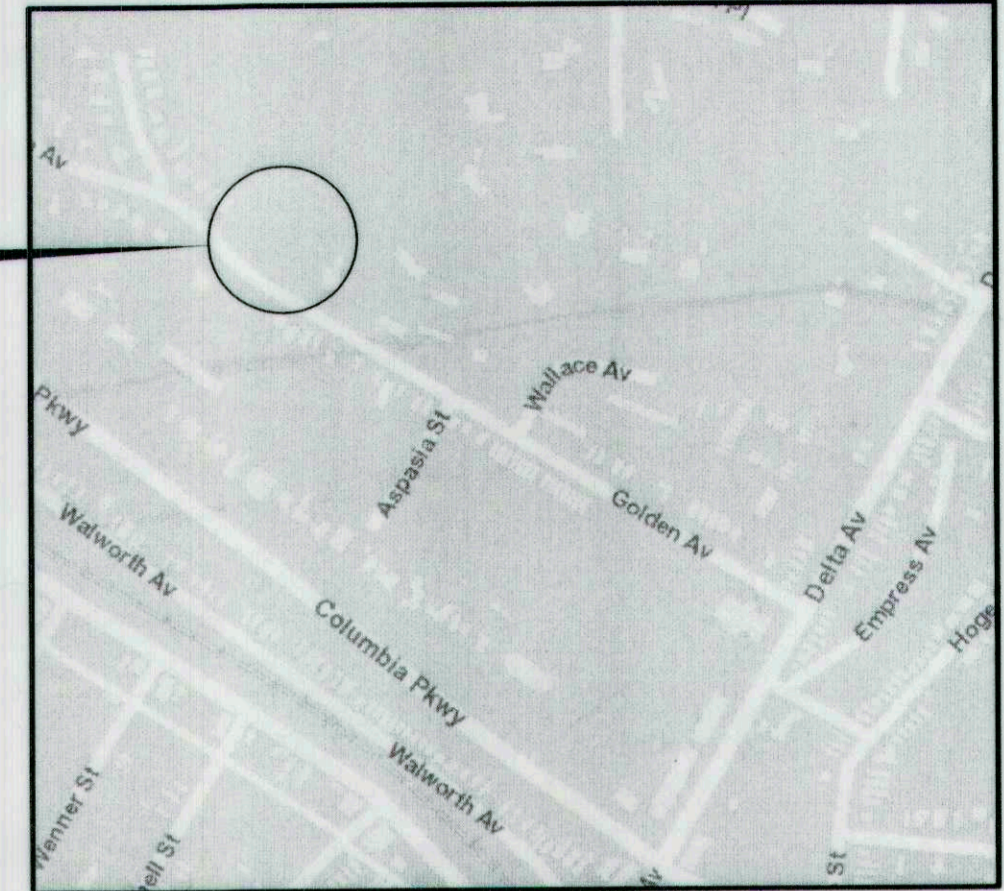
THIS PLAT IS A RESULT OF A SURVEY BY GREATER CINCINNATI WATER WORKS SUPERVISING SURVEYOR ON JULY 2017. ALL EXISTING MONUMENTS NOTED WERE IN GOOD CONDITION.

PREPARED BY:
GREATER CINCINNATI WATER WORKS
 ENGINEERING DIVISION / SURVEY SECTION
 4747 Spring Grove Avenue, Cincinnati, Ohio 45232
 Office Phone: 513-591-7877

William C. Ruberry
 WILLIAM C. RUBERRY, P.S. #7160 OHIO

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA ANGLE	CHORD	TANGENT
C1	50.54'	500.00'	005°47'28.9"	N44° 51' 27.3"W 50.518'	25.291'
C2	76.76'	475.00'	009°15'32.5"	S46° 35' 29.9"E 76.677'	38.464'
C3	38.33'	475.00'	004°37'25.8"	N53° 31' 59.1"W 38.323'	19.177'
C4	155.85'	475.00'	018°47'54.7"	S51° 21' 41.0"E 155.148'	78.629'
C5	16.87'	475.00'	002°02'07.5"	N61° 46' 42.1"W 16.873'	8.438'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S53° 18' 48.0"E	26.68'
L2	S62° 24' 00.0"E	14.38'



PROJECT LOCATION

STORM SEWER EASEMENT SMU ONE FOR 3210 GOLDEN AVENUE
 BOOK 30 PAGE 2 PARCEL 84 & 94

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, COLUMBIA TOWNSHIP, STATE OF OHIO, SECTION 25, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE AND BEING PART OF LOTS 11 AND 12 OF JOHN TOTTEN'S SUBDIVISION RECORDED IN PLAT BOOK 5 PAGE 147 IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE, AND PART OF DEED BOOK 6633 PAGE 1102 RECORDED IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE THENCE ALONG THE NORTH SECTION LINE OF SECTION 25 SOUTH 87°36'00" EAST A DISTANCE OF 638.22 FEET TO THE INTERSECTION OF SAID SECTION LINE WITH THE COMMON LOT LINE OF LOTS 11 AND 12; THENCE LEAVING SAID NORTH SECTION LINE WITH THE COMMON LOT LINE OF LOT 11 AND 12 SOUTH 24°36'00" WEST A DISTANCE OF 236.83 FEET TO THE CORNER OF A TRIANGLE PARCEL; THENCE WITH THE EASTERLY LINE OF SAID PARCEL SOUTH 36°41'12" WEST A DISTANCE OF 104.62 FEET TO THE COMMON CORNER OF PARCELS 29 & 89 IN BOOK 30 PAGE 2; THENCE WITH THE NORTH LINE OF PARCEL 89, SOUTH 53°18'48" EAST A DISTANCE OF 26.68 FEET TO THE COMMON LINE OF LOTS 11 AND 12; THENCE LEAVING SAID COMMON LOT LINE SOUTH 62°24'00" EAST A DISTANCE OF 14.38 FEET TO A POINT; THENCE PARALLEL WITH THE EASTERLY LINE OF LOT 12 SOUTH 24°36'00" WEST A DISTANCE OF 120.02 FEET TO AN EXISTING PIN; THENCE NORTH 62°24'00" WEST A DISTANCE OF 14.38 FEET TO THE COMMON LINE OF LOTS 11 AND 12; THENCE WITH SAID COMMON LINE SOUTH 24°36'00" WEST A DISTANCE OF 6.92 FEET TO THE INTERSECTION OF THE COMMON LOT LINE AND THE NORTH RIGHT OF WAY LINE OF GOLDEN AVENUE; THENCE WITH THE NORTH RIGHT OF WAY OF GOLDEN AVENUE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA OF 05°47'29", AN ARC LENGTH OF 50.54 FEET, AND A CHORD WHICH BEARS SOUTH 44°51'27" EAST HAVING A CHORD DISTANCE OF 50.52 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING WITH GOLDEN AVENUE NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A DELTA OF 09°15'33", AN ARC LENGTH OF 76.76 FEET, AND A CHORD WHICH BEARS SOUTH 46°35'30" EAST HAVING A CHORD DISTANCE OF 76.68 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF GOLDEN AVENUE AND THE WEST LINE OF SMU ONE PERMANENT EASEMENT AND THE POINT OF BEGINNING FOR THIS PERMANENT STORM SEWER EASEMENT DESCRIPTION.

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE WITH THE NEW LINE OF SMU ONE PERMANENT EASEMENT THE FOLLOWING THREE COURSES: NORTH 22°04'28" WEST A DISTANCE OF 25.44 FEET TO A POINT; THENCE NORTH 67°55'32" EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 22°04'28" EAST A DISTANCE OF 58.13 FEET TO INTERSECTION OF THE NEW SMU ONE PERMANENT EASEMENT LINE WITH THE NORTH RIGHT OF WAY LINE OF GOLDEN AVENUE AND A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, A DELTA OF 04°37'26", AN ARC LENGTH OF 38.33 FEET, AND A CHORD WHICH BEARS NORTH 53°31'59" WEST HAVING A CHORD DISTANCE OF 38.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 845.643384 SQUARE FEET OR 0.0194 ACRE(S) OF LAND, MORE OR LESS, THIS DESCRIPTION WAS TAKEN FROM A SURVEY BY GREATER CINCINNATI WATER WORKS JULY OF 2017

STORM SEWER EASEMENT SMU TWO FOR 3210 GOLDEN AVENUE
 BOOK 30 PAGE 2 PARCEL 84 & 94

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, COLUMBIA TOWNSHIP, STATE OF OHIO, SECTION 25, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE AND BEING PART OF LOTS 11 AND 12 OF JOHN TOTTEN'S SUBDIVISION RECORDED IN PLAT BOOK 5 PAGE 147 IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE, AND PART OF DEED BOOK 6633 PAGE 1102 RECORDED IN THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, THENCE ALONG THE NORTH SECTION LINE OF SECTION 25 SOUTH 87°36'00" EAST A DISTANCE OF 638.22 FEET TO THE INTERSECTION OF SAID SECTION LINE WITH THE COMMON LOT LINE OF LOTS 11 AND 12; THENCE LEAVING SAID NORTH SECTION LINE WITH THE COMMON LOT LINE OF LOT 11 AND 12 SOUTH 24°36'00" WEST A DISTANCE OF 236.83 FEET TO THE CORNER OF A TRIANGLE PARCEL; THENCE WITH THE EASTERLY LINE OF SAID PARCEL SOUTH 36°41'12" WEST A DISTANCE OF 104.62 FEET TO THE COMMON CORNER OF PARCELS 29 & 89 IN BOOK 30 PAGE 2; THENCE WITH THE NORTH LINE OF PARCEL 89, SOUTH 53°18'48" EAST A DISTANCE OF 26.68 FEET TO THE COMMON LINE OF LOTS 11 AND 12; THENCE LEAVING SAID COMMON LOT LINE SOUTH 62°24'00" EAST A DISTANCE OF 14.38 FEET TO A POINT; THENCE PARALLEL WITH THE EASTERLY LINE OF LOT 12 SOUTH 24°36'00" WEST A DISTANCE OF 120.02 FEET TO AN EXISTING PIN; THENCE NORTH 62°24'00" WEST A DISTANCE OF 14.38 FEET TO THE COMMON LINE OF LOTS 11 AND 12; THENCE WITH SAID COMMON LINE SOUTH 24°36'00" WEST A DISTANCE OF 6.92 FEET TO THE INTERSECTION OF THE COMMON LOT LINE AND THE NORTH RIGHT OF WAY LINE OF GOLDEN AVENUE; THENCE WITH THE NORTH RIGHT OF WAY OF GOLDEN AVENUE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA OF 05°47'29", AN ARC LENGTH OF 50.54 FEET, AND A CHORD WHICH BEARS SOUTH 44°51'27" EAST HAVING A CHORD DISTANCE OF 50.52 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING WITH GOLDEN AVENUE'S NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A DELTA OF 18°47'55", AN ARC LENGTH OF 155.85 FEET, AND A CHORD WHICH BEARS SOUTH 51°21'41" EAST HAVING A CHORD DISTANCE OF 155.15 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF GOLDEN AVENUE AND THE WEST LINE OF SMU TWO PERMANENT EASEMENT AND THE POINT OF BEGINNING FOR THIS PERMANENT STORM SEWER EASEMENT DESCRIPTION.

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE WITH THE NEW SMU TWO PERMANENT EASEMENT LINE THE FOLLOWING THREE COURSES: NORTH 35°40'20" EAST 48.19 FEET TO A POINT; THENCE SOUTH 54°19'40" EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 35°40'20" WEST A DISTANCE OF 45.51 FEET TO THE INTERSECTION OF THE EAST PERMANENT EASEMENT LINE WITH THE NORTH RIGHT OF WAY LINE OF GOLDEN AVENUE; THENCE ALONG THE NORTH RIGHT OF WAY LINE NORTH 62°47'46" WEST A DISTANCE OF 3.31 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, A DELTA OF 02°02'08", AN ARC LENGTH OF 16.87 FEET, AND A CHORD WHICH BEARS NORTH 61°46'42" WEST HAVING A CHORD DISTANCE OF 16.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 938.330407 SQUARE FEET OR 0.0215 ACRE(S) OF LAND, MORE OR LESS, THIS DESCRIPTION WAS TAKEN FROM A SURVEY BY GREATER CINCINNATI WATER WORKS JULY OF 2017

THE UNDERSIGNED ("OWNER"), FOR VALUABLE CONSIDERATION, DOES HEREBY CONVEY TO THE CITY OF CINCINNATI, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT EASEMENT IN AND UPON THE OWNER'S LAND WITHIN THE EASEMENT AREA AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF A PUBLIC STORM SEWER, ALONG WITH REASONABLE ACCESS TO PERFORM SUCH CONSTRUCTION AND MAINTENANCE. OWNER FURTHER AGREES THAT THE EASEMENT AREA SHALL BE SUBJECT TO THE RESTRICTIONS DESCRIBED HEREON. THE PROVISIONS HEREOF SHALL RUN WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON OWNER AND THE CITY AND THEIR RESPECTIVE SUCCESSORS-IN-INTEREST WITH RESPECT TO THE EASEMENT AREA AND THE PROPERTY.

OWNER: *Barbara W. Kellar* SPOUSE: *Larry Kellar*
 BARBARA W. KELLAR LARRY KELLAR
 (P.E. SMU-ONE, SMU-TWO) (P.E. SMU-ONE, SMU-TWO)

WITNESS: _____)
 STATE OF OHIO)
)ss:
 COUNTY OF HAMILTON)

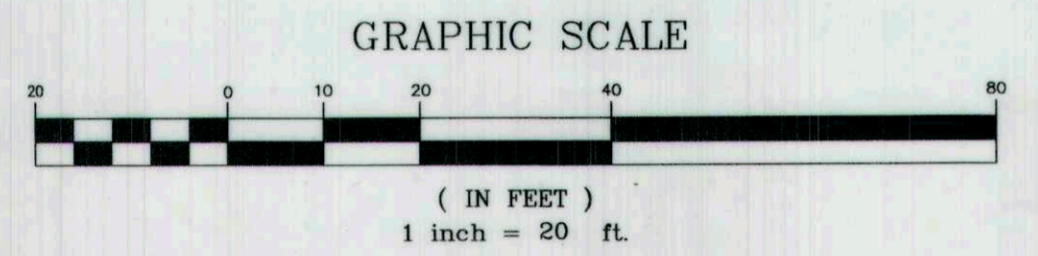
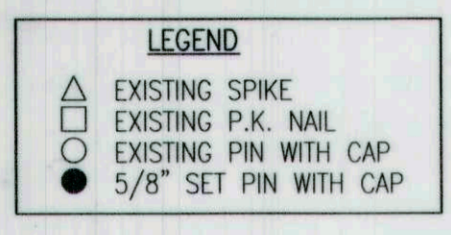
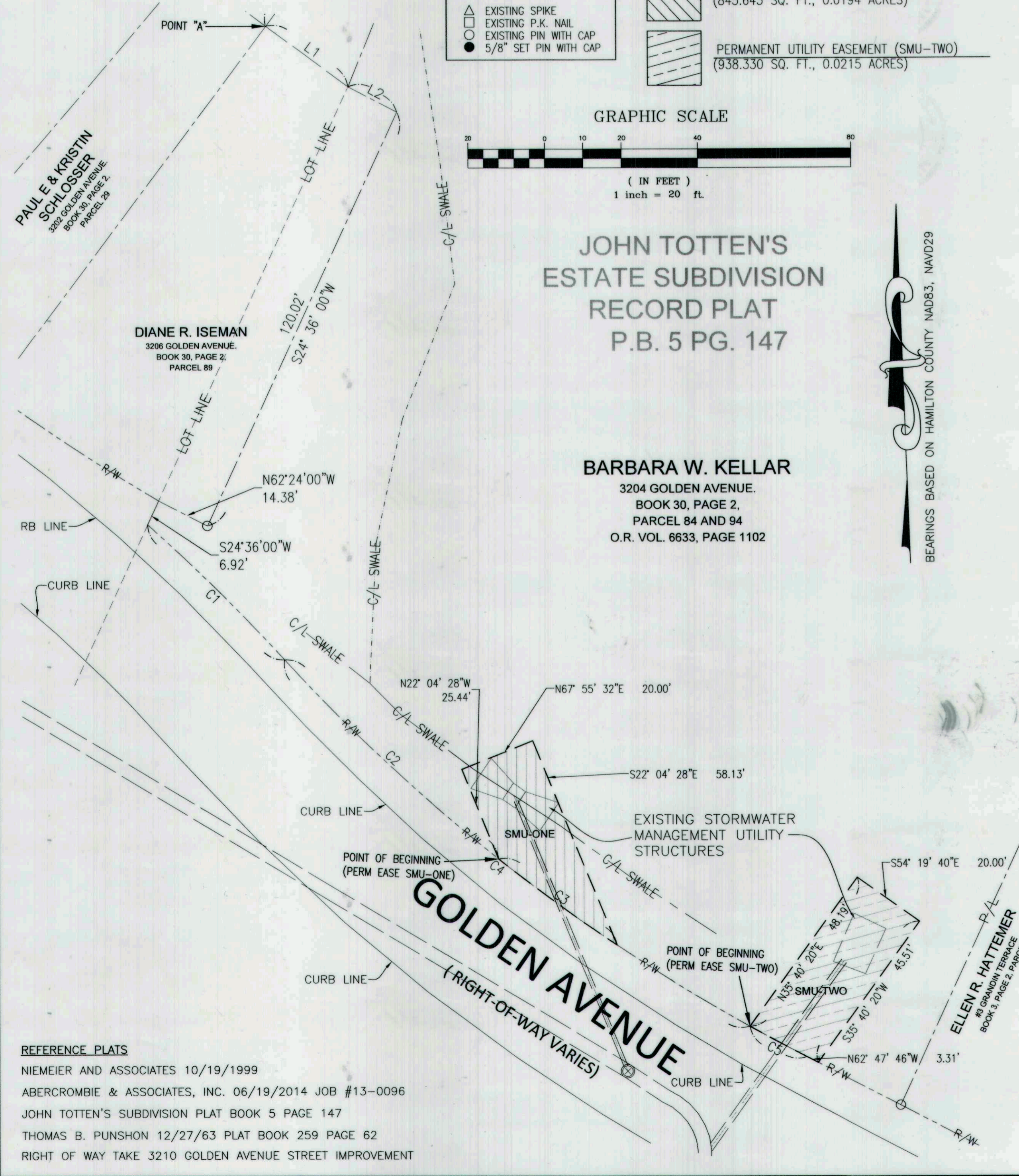
BE IT REMEMBERED THAT ON THIS 26th DAY OF October 2024 A.D. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BEFORE ME *Barbara W. Kellar*, of Cincinnati, WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT THEY DID SIGN FOR THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED, IN TESTIMONY WHEREOF, I HERETO SET MY HAND AND AFTER MY NOTARY SEAL ON THE DAY AND DATE AFORESAID.

Notary Public
 NOTARY PUBLIC
08-19-2024
 MY COMMISSION EXPIRES _____

APPROVED: *Eric Taylor* 11-02-20
 CITY STORMWATER MANAGEMENT ENGINEER DATE
 APPROVED AS TO FORM: _____ DATE
 ASSISTANT CITY SOLICITOR

ACCEPTANCE:
 NOT YET ACCEPTED BY COUNCIL OF THE CITY OF CINCINNATI; OR ORDINANCE TO BE SUBMITTED AND WILL BE RECORDED SEPARATELY BY SMU UPON COUNCIL'S ACCEPTANCE.
 ACCEPTED AS CERTIFIED BELOW:

I HEREBY CERTIFY THAT THIS PLAT WAS ACCEPTED BY ORDINANCE NO. _____ PASSED BY COUNCIL OF THE CITY OF CINCINNATI, OHIO ON THE _____ DAY OF _____, 20____
 CLERK OF COUNCIL _____ DATE _____



JOHN TOTTEN'S
 ESTATE SUBDIVISION
 RECORD PLAT
 P.B. 5 PG. 147

BARBARA W. KELLAR
 3204 GOLDEN AVENUE.
 BOOK 30, PAGE 2,
 PARCEL 84 AND 94
 O.R. VOL. 6633, PAGE 1102

REFERENCE PLATS
 NIEMEIER AND ASSOCIATES 10/19/1999
 ABERCROMBIE & ASSOCIATES, INC. 06/19/2014 JOB #13-0096
 JOHN TOTTEN'S SUBDIVISION PLAT BOOK 5 PAGE 147
 THOMAS B. PUNSHON 12/27/63 PLAT BOOK 259 PAGE 62
 RIGHT OF WAY TAKE 3210 GOLDEN AVENUE STREET IMPROVEMENT

BEARINGS BASED ON HAMILTON COUNTY NAD83, NAVD29



Christopher E. C. Smitherman
Cincinnati Vice Mayor

October 12, 2021

MOTION

WE MOVE the City Administration identify funding to provide computer tablets/iPads for all Cincinnati Police personnel to support the Mobile Crisis Team.

WE MOVE the City Administration attempt to identify grants or private partnerships to pay for the tablets/iPads.

WE FURTHER MOVE that the administration prepare a REPORT assessing the cost and possible funding sources to purchase and provide iPads for all law enforcement officers for the Mental Health Response Team through the Mobile Crisis Team by University of Cincinnati Health. This report should include the price per iPad to assess the possibility of providing iPads to as many of our officers as possible.

Vice Mayor Christopher Smitherman

Councilmember Liz Keating

Councilmember Steve Goodin

Councilmember Betsy Sundermann

Councilmember Jan Michele Kearney

Councilmember Greg Landsman

Councilmember David Mann

COMMITTEES

202103002

Date: October 15, 2021

To: Councilmember David Mann
From: Andrew W. Garth, City Solicitor *AWG/ESW*
Subject: **Emergency Ordinance – Modifying CMC Chapters 100 and 101 Council Code of Conduct**

Transmitted herewith is an emergency ordinance captioned as follows:

MODIFYING Chapter 100, “Mayor,” of the Cincinnati Municipal Code by enacting new Section 100-13, “Code of Conduct,” and **MODIFYING** Chapter 101, “Council,” of the Cincinnati Municipal Code by enacting new Section 101-45, “Code of Conduct,” to require all City elected officials to adopt and abide by codes of conduct as recommended by the Economic Development Reform Panel established by Ordinance 384-2020.

AWG/AKS/(lnk)
Attachment
348628

EMERGENCY

City of Cincinnati

An Ordinance No. _____

AKS

AWG/

EBSW

-2021

MODIFYING Chapter 100, "Mayor," of the Cincinnati Municipal Code by enacting new Section 100-13, "Code of Conduct," and **MODIFYING** Chapter 101, "Council," of the Cincinnati Municipal Code by enacting new Section 101-45, "Code of Conduct," to require all City elected officials to adopt and abide by codes of conduct as recommended by the Economic Development Reform Panel established by Ordinance 384-2020.

WHEREAS, on December 16, 2020, City Council passed an ordinance establishing the Economic Development Reform Panel ("EDRP"), with a mission of studying the City's development process and making recommendations regarding best practices regarding economic development to insulate the development process from political influence and cronyism; and

WHEREAS, on July 29, 2021, the EDRP submitted its report and recommendations to Council, which included that Council and the Mayor adopt and abide by a Code of Conduct setting out expected behaviors for elected officials particularly in relation to the development process; and

WHEREAS, the City has policies governing expected behavior for the employees of the administrative service, however the staff of elected officials are not governed by those policies; and

WHEREAS, Council wishes to implement the EDRP's recommendation regarding adopting Codes of Conduct for Council, the Mayor, and their staff; now, therefore,

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

Section 1. That Chapter 100, "Mayor," of the Cincinnati Municipal Code is hereby amended by enacting new Section 100-13, "Code of Conduct," to read as follows:

Sec. 100-13. - Code of Conduct.

- (a) The mayor shall adopt a code of conduct within 45 days after being sworn in as mayor. The code of conduct will govern the mayor's actions while in office as well as those of the mayoral staff and, at a minimum, will contain the following provisions:
 - (1) Recognition of the charter role of the mayor, council, and city manager, particularly in development projects and incentives;
 - (2) Recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the zoning hearing examiner;

- (3) Cultivating a culture of reporting of conflicts of interest and unethical conduct and a commitment to avoid retaliating against those who report suspected conflicts or unethical conduct;
- (4) Commitment to understanding and following the applicable ethics and conflict of interest laws;
- (5) Commitment to attend training at least annually on Ohio ethics laws and other state and local laws pertinent to the role of the mayor;
- (6) Commitment to never use city resources or personnel for political activity;
- (7) Recognition of the limitations on the mayor's ability to negotiate economic development deals without the involvement and approval of the city manager; and
- (8) Articulation of rules to maintain a level playing field for private parties dealing with the city, to deter inappropriate behavior, to reinforce proper behavior, and to maintain public confidence in city government.

The code of conduct may address other issues that the mayor chooses to include.

- (b) The mayor shall transmit the code of conduct to the clerk of council within the timeframe established in subsection (a) to be placed on the next council agenda as an informational item. Council shall not have the ability to edit, approve, or disapprove the mayor's code of conduct. Council shall file the code of conduct when it appears on council's agenda.
- (c) The mayor and all mayoral staff shall sign the code of conduct and submit the signed version to the clerk's office within forty-five days of becoming mayor, whether by election or appointment, or being hired by the mayor.
- (d) The mayor's code of conduct shall remain in effect for the duration of the mayor's term and thereafter until subsequently amended or superseded by a new code of conduct in accordance with this section.
- (e) Enforcement of the code of conduct required by this chapter shall be by censure, approved a majority vote of councilmembers. Upon approval by a majority of council, the censure shall be filed with the clerk of council.

Section 2. That Chapter 101, "Council," of the Cincinnati Municipal Code is hereby amended by enacting new Section 101-45, "Code of Conduct," to read as follows:

- (a) Council shall adopt a code of conduct within 45 days after being sworn in as members of council by enacting an ordinance adopting the code of conduct. The code of conduct will govern each individual member of council's actions while in office, as well as those of council staff and, at a minimum, will contain the following provisions:
 - (1) Recognition of the charter roles of the mayor, council, and city manager, particularly in development projects and incentives;

- (2) Recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the zoning hearing examiner;
- (3) Commitment to directing inquiries from private parties related to financial assistance or land use approvals to the city manager's office;
- (4) Commitment to understanding and following the applicable ethics and conflict of interest laws;
- (5) Commitment to attend training at least annually on Ohio ethics laws and other state and local laws pertinent to the role of council;
- (6) Cultivating a culture of reporting of conflicts of interest and unethical conduct and committing to avoid retaliating against those who report suspected conflicts or unethical conduct;
- (7) Commitment to never use city resources or personnel for political activity; and
- (8) Articulation of rules to maintain a level playing field for private parties dealing with the city, to deter inappropriate behavior, to reinforce proper behavior, and to maintain public confidence in city government.

The code of conduct may address other issues that council chooses to include.

- (b) Council and all council staff shall sign the code of conduct and submit the signed version to the clerk's office within 45 days of becoming a member of city council, whether by election or appointment, or being hired by a member of city council.
- (c) Council's code of conduct shall remain in effect for the duration of the council term and thereafter until subsequently amended or superseded by a new code of conduct in accordance with this section.
- (d) Enforcement of the code of conduct required by this chapter shall be by censure, approved a majority vote of the remaining councilmembers. Upon approval by a majority of council, the censure shall be filed with the clerk of council.

Section 3. That the Mayor and City Council, respectively, shall within 45 days of the effective date of this ordinance adopt a code of conduct and meet requirements applicable to a newly elected Mayor and City Council under Cincinnati Municipal Code Sections 100-13 and 101-45.

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 put Codes of Conduct in place to govern the behavior of elected officials and their staff in order to restore public trust.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

202103007

Date: October 18, 2021

To: Councilmember David Mann
From: Andrew W. Garth, City Solicitor *AWG/EDSW*
Subject: **Emergency Ordinance – Modifying CMC Chapters 100 and 101 Council Code of Conduct (B VERSION)**

Transmitted herewith is an emergency ordinance captioned as follows:

MODIFYING Chapter 100, “Mayor,” of the Cincinnati Municipal Code by enacting new Section 100-13, “Code of Conduct,” and **MODIFYING** Chapter 101, “Council,” of the Cincinnati Municipal Code by enacting new Section 101-45, “Code of Conduct,” to require all City elected officials to adopt and abide by codes of conduct as recommended by the Economic Development Reform Panel established by Ordinance 384-2020.

AWG/AKS/(lnk)
Attachment
348628

EMERGENCY

City of Cincinnati

AKS/B AWG/ERSW

An Ordinance No. _____ -2021

MODIFYING Chapter 100, "Mayor," of the Cincinnati Municipal Code by enacting new Section 100-13, "Code of Conduct," and **MODIFYING** Chapter 101, "Council," of the Cincinnati Municipal Code by enacting new Section 101-45, "Code of Conduct," to require all City elected officials to adopt and abide by codes of conduct as recommended by the Economic Development Reform Panel established by Ordinance 384-2020.

WHEREAS, on December 16, 2020, City Council passed an ordinance establishing the Economic Development Reform Panel ("EDRP"), with a mission of studying the City's development process and making recommendations regarding best practices regarding economic development to insulate the development process from political influence and cronyism; and

WHEREAS, on July 29, 2021, the EDRP submitted its report and recommendations to Council, which included that Council and the Mayor adopt and abide by a Code of Conduct setting out expected behaviors for elected officials particularly in relation to the development process; and

WHEREAS, the City has policies governing expected behavior for the employees of the administrative service, however the staff of elected officials are not governed by those policies; and

WHEREAS, Council wishes to implement the EDRP's recommendation regarding adopting Codes of Conduct for Council, the Mayor, and their staff; now, therefore,

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

Section 1. That Chapter 100, "Mayor," of the Cincinnati Municipal Code is hereby amended by enacting new Section 100-13, "Code of Conduct," to read as follows:

Sec. 100-13. - Code of Conduct.

- (a) The mayor shall adopt a code of conduct within 45 days after being sworn in as mayor. The code of conduct will govern the mayor's actions while in office as well as those of the mayoral staff and, at a minimum, will contain the following provisions:
 - (1) Recognition of the charter role of the mayor, council, and city manager, particularly in development projects and incentives;
 - (2) Recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the zoning hearing examiner;

- (3) Cultivating a culture of reporting of conflicts of interest and unethical conduct and a commitment to avoid retaliating against those who report suspected conflicts or unethical conduct;
- (4) Commitment to understanding and following the applicable ethics and conflict of interest laws;
- (5) Commitment to attend training at least annually on Ohio ethics laws and other state and local laws pertinent to the role of the mayor;
- (6) Commitment to never use city resources or personnel for political activity;
- (7) Recognition of the limitations on the mayor's ability to negotiate economic development deals without the involvement and approval of the city manager; and
- (8) Articulation of rules to maintain a level playing field for private parties dealing with the city, to deter inappropriate behavior, to reinforce proper behavior, and to maintain public confidence in city government.

The code of conduct may address other issues that the mayor chooses to include.

- (b) The mayor shall transmit the code of conduct to the clerk of council within the timeframe established in subsection (a) to be placed on the next council agenda as an informational item. Council shall not have the ability to edit, approve, or disapprove the mayor's code of conduct. Council shall file the code of conduct when it appears on council's agenda.
- (c) The mayor and all mayoral staff shall sign the code of conduct and submit the signed version to the clerk's office within forty-five days of becoming mayor, whether by election or appointment, or being hired by the mayor.
- (d) The mayor's code of conduct shall remain in effect for the duration of the mayor's term and thereafter until subsequently amended or superseded by a new code of conduct in accordance with this section.
- (e) Enforcement of the code of conduct required by this chapter shall be by censure, approved a majority vote of councilmembers. Upon approval by a majority of council, the censure shall be filed with the clerk of council.

Section 2. That Chapter 101, "Council," of the Cincinnati Municipal Code is hereby amended by enacting new Section 101-45, "Code of Conduct," to read as follows:

- (a) Council shall adopt a code of conduct within 45 days after being sworn in as members of council by enacting an ordinance adopting the code of conduct. The code of conduct will govern each individual member of council's actions while in office, as well as those of council staff and, at a minimum, will contain the following provisions:

- (1) Recognition of the charter roles of the mayor, council, and city manager, particularly in development projects and incentives;
- (2) Recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the zoning hearing examiner;
- (3) Commitment to directing inquiries from private parties related to financial assistance or land use approvals to the city manager's office;
- (4) Commitment to understanding and following the applicable ethics and conflict of interest laws;
- (5) Commitment to attend training at least annually on Ohio ethics laws and other state and local laws pertinent to the role of council;
- (6) Cultivating a culture of reporting of conflicts of interest and unethical conduct and committing to avoid retaliating against those who report suspected conflicts or unethical conduct;
- (7) Commitment to never use city resources or personnel for political activity; and
- (8) Articulation of rules to maintain a level playing field for private parties dealing with the city, to deter inappropriate behavior, to reinforce proper behavior, and to maintain public confidence in city government.

The code of conduct may address other issues that council chooses to include.

- (b) Council and all council staff shall sign the code of conduct and submit the signed version to the clerk's office within 45 days of becoming a member of city council, whether by election or appointment, or being hired by a member of city council.
- (c) Council's code of conduct shall remain in effect for the duration of the council term and thereafter until subsequently amended or superseded by a new code of conduct in accordance with this section.
- (d) Enforcement of the code of conduct required by this chapter shall be by censure, approved a majority vote of the remaining councilmembers. Upon approval by a majority of council, the censure shall be filed with the clerk of council.

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 put Codes of Conduct in place to govern the behavior of elected officials and their staff in order to restore public trust.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk