



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final-revised

### Budget and Finance Committee

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

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Monday, October 30, 2023

1:00 PM

Council Chambers, Room 300

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#### AGENDA

#### GRANTS AND DONATIONS

- [202302233](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to apply for a grant of up to \$10,000,000 from the Ohio Department of Transportation's Local Major Bridge program to provide resources for design and construction services associated with major preventative maintenance work on the Hopple Street Viaduct.  
  
**Sponsors:** City Manager  
**Attachments:** [Transmittal](#)  
[Ordinance](#)
- [202302274](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **ESTABLISHING** new capital improvement program project account nos. 980x232x242368, "State to Central - RAISE Grant," and 980x232x242369, "State to Central - CPF Grant," to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety; **AUTHORIZING** the City Manager to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity grant (ALN 20.933) awarded by the United States Department of Transportation ("USDOT") of up to \$20,000,000 to newly established capital improvement program project account no. 980x232x242368, "State to Central - RAISE Grant"; **AUTHORIZING** the City Manager to accept and appropriate a Community Project Funding grant (ALN 20.534) awarded by USDOT of up to \$1,500,000 to newly established capital improvement program project account no. 980x232x242369, "State to Central - CPF Grant"; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.  
  
**Sponsors:** City Manager

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

3. [202302236](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$234,311 from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA) FY 2023 Health Center Bridge Access Program (ALN 93.527) to support health centers funded under the Health Center Program to prevent, mitigate, and respond to COVID-19 and to enhance health care services and infrastructure; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

**Sponsors:** City Manager

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

4. [202302237](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$80,000 from the National Association of County and City Health Officials to strengthen the Cincinnati Health Department's capacity to prevent and respond to healthcare-associated infections and antimicrobial resistance related to the Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance Project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

**Sponsors:** City Manager

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

5. [202302235](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AMENDING** Ordinance No. 143-2023 which authorized the City Manager to accept an in-kind donation of new trees, boulders, plants, and related landscaping from the Cincinnati Zoo and Botanical Garden valued at up to \$25,000 to increase the in-kind donation value to up to \$35,000.

**Sponsors:** City Manager

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

## **PAYMENTS**

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

**Sponsors:** City Manager

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

### **REPORTS**

7.     [202302259](#)     **REPORT**, dated 10/25/2023, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended July 31, 2023.

**Sponsors:**     City Manager

**Attachments:**     [Report](#)  
                              [Attachment I](#)  
                              [Attachment II](#)

8.     [202302260](#)     **REPORT**, dated 10/25/2023, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended August 31, 2023.

**Sponsors:**     City Manager

**Attachments:**     [Report](#)  
                              [Attachment I](#)  
                              [Attachment II](#)

### **SAFETY PLAN**

9.     [202302234](#)     **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **APPROVING** the revised Public Transportation Agency Safety Plan for the Connector as recommended by the streetcar's Accountable Executive and Chief Safety Officer.

**Sponsors:**     City Manager

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

### **ARTWORK INSTALLATIONS**

10.    [202302132](#)     **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/11/2023, **AUTHORIZING** the City Manager to design, install, and maintain artwork on various traffic control boxes located in the CUF neighborhood, notwithstanding any conflicting Department of Transportation and Engineering rules and regulations or any provision of the Cincinnati Municipal Code that would prohibit the installation and maintenance of the artwork.

**Sponsors:**     City Manager

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

### **PUBLIC UTILITY EASEMENTS**

11. [202302263](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati. (Subject to the [Temporary Prohibition List](#)  [<https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

**Sponsors:** City Manager

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

12. [202302264](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods of Cincinnati. (Subject to the [Temporary Prohibition List](#)  [<https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

**Sponsors:** City Manager

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

13. [202302257](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods of Cincinnati. (Subject to the [Temporary Prohibition List](#)  [<https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

**Sponsors:** City Manager

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

14. [202302258](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of the Board of Trustees of Anderson Township, Hamilton County, Ohio, pursuant to which the City of Cincinnati will grant temporary and



perpetual easements to construct and maintain a public shared-use path upon portions of City-owned property located south of Beechmont Avenue and west Elstun Road in the Mt. Washington neighborhood of Cincinnati, thereby connecting Elstun Road to the Little Miami Scenic Trail and the City-owned Otto Armleder and Lunken Bike Trails. (Subject to the [Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

**Sponsors:** City Manager

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

### **MOTIONS**

15. [202302275](#) **MOTION**, submitted by Councilmembers Keating and Cramerding, **WE MOVE** for City Council to begin the annual review of the City Manager. The review will be based on 10 categories listed below and will follow the timeline listed below. **WE FURTHER MOVE** that the City Manager present to Council a self-evaluation, including the 10 categories listed below. **WE FURTHER MOVE** that the Councilmembers communicate to internal and external stakeholders to provide informal feedback to use for their own evaluation of the City Manager. (STATEMENT ATTACHED)

**Sponsors:** Keating and Cramerding

**Attachments:** [MOTION](#)

16. [202302230](#) **MOTION**, submitted by Councilmember Keating, **WE MOVE** that the administration provide a report detailing all childcare programs facilitated by the Cincinnati Recreation Commission, including, but not limited to day camps, mini camps, and CRC-led before and after school care at Cincinnati Public Schools. These reports should include how many students are currently enrolled, how many were waitlisted and/or denied, which locations and age groups have the highest demand, and how many could be potentially accepted given certain investments such as increased staffing and supplies. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

**Sponsors:** Keating

**Attachments:** [Motion](#)

### **ACCESS TO COUNSEL**

17. [202302249](#) **ORDINANCE**, submitted by Mayor Aftab Pureval and Councilmember Owens, from Emily Smart Woerner, City Solicitor, **ORDAINING** new Chapter 868, "Tenant Access to Counsel in Eviction Proceedings," of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

**Sponsors:** Mayor and Owens

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

ADJOURNMENT

October 25, 2023

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

202302233

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

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

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Attached is an Ordinance captioned:

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

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

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

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

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

The Administration recommends passage of this Ordinance.

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

Attachment



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

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

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

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

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

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

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

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

Section 1. That the City Manager is authorized apply for a grant of up to \$10,000,000 from the Ohio Department of Transportation’s Local Major Bridge program to provide resources for design and construction services associated with major preventative maintenance on the Hopple Street Viaduct.

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

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

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

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

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

October 25, 2023

**To:** Mayor and Members of City Council 202302274  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – DOTE: RAISE Grant and Community Project Funding Grant**

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Attached is an Emergency Ordinance captioned:

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

Approval of this Emergency Ordinance authorizes the following:

1. The establishment of new capital improvement program project account nos. 980x232x242368, “State to Central – RAISE Grant,” and 980x232x242369, “State to Central – CPF Grant,” to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety;
2. The City Manager to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) grant (ALN 20.933) awarded by the United States Department of Transportation (“USDOT”) of up to \$20,000,000 to newly established capital improvement program project account no. 980x232x242368, “State to Central – RAISE Grant”;
3. The City Manager to accept and appropriate a Community Project Funding (CPF) grant (ALN 20.534) awarded by USDOT of up to \$1,500,000 to newly established capital improvement program project account no. 980x232x242369, “State to Central – CPF Grant”; and
4. The City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

On March 30, 2022, the City Council approved Ordinance No. 0078-2022, which authorized the City Manager to apply for a RAISE grant of up to \$25,000,000 from USDOT to conduct a Complete Streets project. The City was awarded a RAISE grant of up to \$20,000,000 from USDOT to conduct a Complete Streets project.

The Consolidated Appropriations Act, 2023 included a Community Project Funding earmark for the State to Central Complete Streets project of up to \$1,500,000, and City Council authorization is required to accept and appropriate this Community Project Funding.

The Department of Transportation and Engineering intends to conduct a Complete Streets project that will include right-sizing Linn Street from Central Parkway to West 8th Street and West 8th Street from Linn Street to State Avenue, creating and improving bicycle connections on West 8th Street from Linn Street to downtown and installing streetscape and pedestrian safety improvements along State Avenue, all in the neighborhoods of the West End and Lower Price Hill.

The federal grants require a twenty percent local match, which is anticipated to be available in the future FY 2025 capital improvement program project account, “State to Central: Building Better Neighborhoods.” This local match may be partially offset by upcoming grant opportunities from the Ohio Public Works Commission (OPWC) and the Southwest Ohio Regional Transit Authority (SORTA). No new FTE/full-time equivalent requirements are associated with these grants.

Utilizing grant funding for conducting a Complete Streets project is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to finalize agreements to comply with the established project schedule.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment



## EMERGENCY

CMZ

- 2023

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

WHEREAS, on March 30, 2022, Council approved Ordinance No. 78-2022, which authorized the City Manager to apply for a Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) grant of up to \$25,000,000 from the United States Department of Transportation (“USDOT”) to conduct a Complete Streets project; and

WHEREAS, the City was awarded a RAISE grant of up to \$20,000,000 from USDOT to conduct a Complete Streets project; and

WHEREAS, the Consolidated Appropriations Act, 2023 included a Community Project Funding earmark for the State to Central Complete Streets project of up to \$1,500,000, and Council authorization is required to accept and appropriate this Community Project Funding; and

WHEREAS, the City has multiple priorities to improve street safety for vehicles, bicycles, and pedestrians; and

WHEREAS, the Department of Transportation and Engineering (“DOTE”) intends to conduct a Complete Streets project that will include right-sizing Linn Street from Central Parkway to West 8th Street and West 8th Street from Linn Street to State Avenue, creating and improving bicycle connections on West 8th Street from Linn Street to downtown and installing streetscape and pedestrian safety improvements along State Avenue, all in the neighborhoods of the West End and Lower Price Hill; and

WHEREAS, the federal grants require a twenty percent local match, which is anticipated to be available in the future FY 2025 capital improvement program project account, “State to Central: Building Better Neighborhoods,” and this local match may be partially offset by upcoming grant opportunities from the Ohio Public Works Commission and the Southwest Ohio Regional Transit Authority; and

WHEREAS, there are no new FTE/full-time equivalent requirements associated with these grants; and

WHEREAS, utilizing grant funding for conducting a Complete Streets project is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish capital improvement program project account nos. 980x232x242368, “State to Central - RAISE Grant,” and 980x232x242369, “State to Central - CPF Grant,” to provide federal grant resources to conduct a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety.

Section 2. That the City Manager is authorized to accept and appropriate a Rebuilding American Infrastructure with Sustainability and Equity grant (ALN 20.933) of up to \$20,000,000 awarded by the United States Department of Transportation (“USDOT”) to newly established capital improvement program project account no. 980x232x242368, “State to Central - RAISE Grant.”

Section 3. That the City Manager is authorized to accept and appropriate a Community Project Funding grant (ALN 20.534) of up to \$1,500,000 awarded by USDOT to newly established capital improvement program project account no. 980x232x242369, “State to Central - CPF Grant.”

Section 4. That the City Manager is authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

Section 5. That the proper City officials are authorized to take all necessary actions to carry out the terms of the grants and Sections 1 through 4.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to finalize agreements to comply with the established project schedule.

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

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

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

October 25, 2023

**To:** Mayor and Members of City Council  
202302236

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

**Subject:** **Ordinance – Health: Health Resources and Services Administration  
FY 2023 Health Center Bridge Access Program Grant**

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Attached is an Ordinance captioned:

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

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

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

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

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

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

The Administration recommends passage of this Ordinance.

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

Attachment



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

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

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

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

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

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

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

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

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

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

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

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

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

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



October 25, 2023

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

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

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

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Attached is an Ordinance captioned:

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

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

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

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

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

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

The Administration recommends passage of this Ordinance.

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



Attachment



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

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

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

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

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

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

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$80,000 from the National Association of County and City Health Officials to strengthen the Cincinnati Health Department’s capacity to prevent and respond to

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

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

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

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

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

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

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

October 25, 2023

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

202302235

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

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

---

Attached is an Emergency Ordinance captioned:

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

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**LES**

**- 2023**

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

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

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

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

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

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

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

{00391479-4}

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

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

---

Aftab Pureval, Mayor

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

---

Deletions are struck through. Additions are underlined.

October 25, 2023

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

202302238

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

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

---

Attached is an Emergency Ordinance captioned:

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

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

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**CMZ**

**- 2023**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

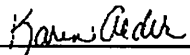
WHEREAS, the City of Cincinnati (“City”) and Dinsmore & Shohl LLP (“Dinsmore”) entered into a letter of engagement (“Agreement”) on February 16, 2023, for legal services, but no funds were certified to the Agreement.

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

NOW, THEREFORE,

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

Signed,

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

Date: 10/17/2023

*Interdepartmental  
Correspondence Sheet*

October 25, 2023

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

202302259

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

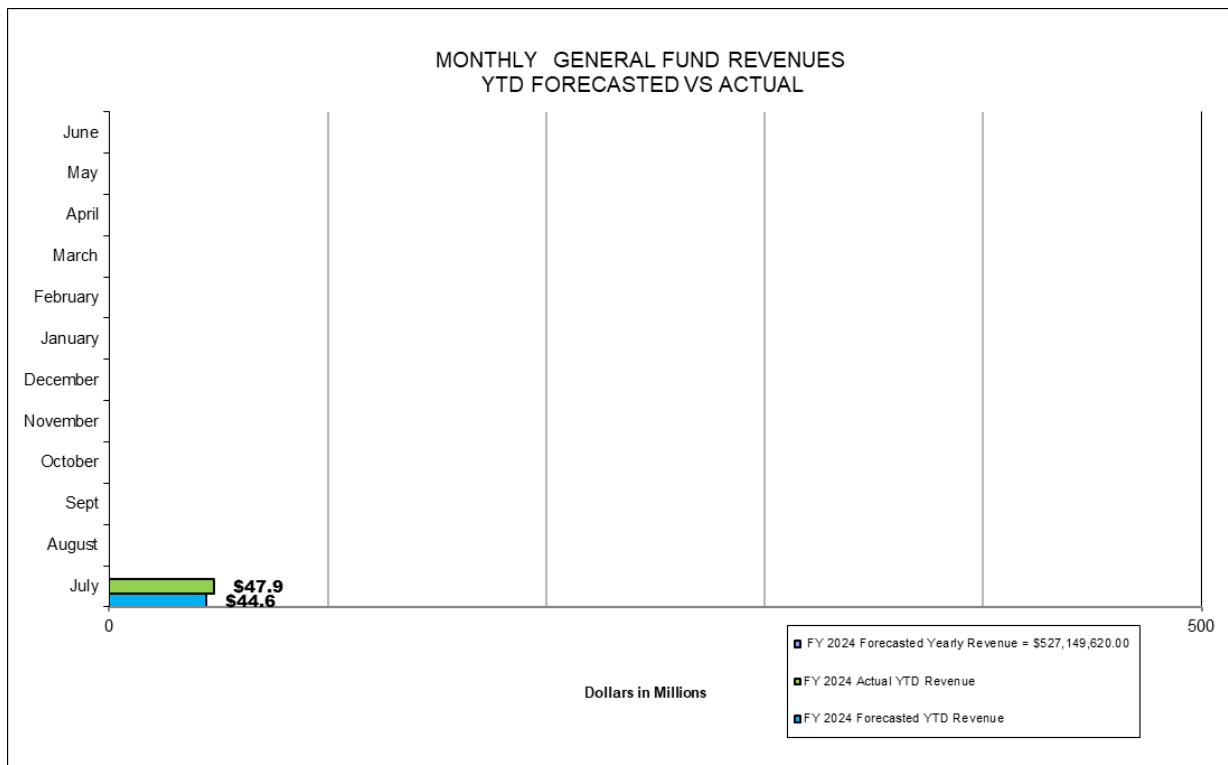
**SUBJECT:** Department of Finance Reports for the Month Ended July 31, 2023

**JULY 2023  
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending July 31, 2023. This report represents the first report for the new 2024 fiscal year, ending June 30, 2024. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year’s actual revenue vs. forecasted revenue and prior year’s actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through July 31, 2023 and shows that actual revenue of \$47.9 million was above forecasted revenue of \$44.6 million by \$3.3 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

<b>GENERAL FUND REVENUE SOURCES</b>		
	<b>FAVORABLE VARIANCE</b>	<b>(UNFAVORABLE) VARIANCE</b>
General Property Tax		(\$9,804)
City Income Tax	1,835,171	
Admissions Tax	782,662	
Short Term Rental Excise Tax	182,344	
Licenses & Permits	652,997	
Fines, Forfeitures, & Penalties		(\$248,888)
Investment Income		
Local Government	151,827	
Casino	175,821	
Police		(\$336,623)
Buildings and Inspections	174,412	
Fire		(\$114,722)
Parking Meter		(\$100)
Other	106,630	
	4,061,863	(\$710,137)
Difference	3,351,726	

**General Fund (favorable variance) is \$3.3 million above** the amount forecasted through July in the FY 2024 Budget. This is the first month’s report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

**Income Taxes (favorable variance) is \$1.8 million above** the forecasted amount. Income Tax projections have been estimated with no increase from last year. This is the first month of the new fiscal year and as such there is not enough data to discern any trends.

**Admissions Tax (favorable variance) is \$783k above** the forecasted amount. A large weekend concert contributed to the positive variance in this category.

**Licenses & Permits (favorable variance) is up \$653k.** Contractor permits and Commercial Solid Waste revenues have come in above estimate. Finance will continue to monitor this revenue group closely.

The Restricted Funds are at or close to estimates. There are currently no notable variances.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue and Expenditures (Actual, Forecast and Prior Year) as of July 31, 2023.
2. Statement of Balances in the various funds as of July 31, 2023.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager  
Karen Alder, Finance Director

*Interdepartmental  
Correspondence Sheet*

October 25, 2023

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

202302260

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

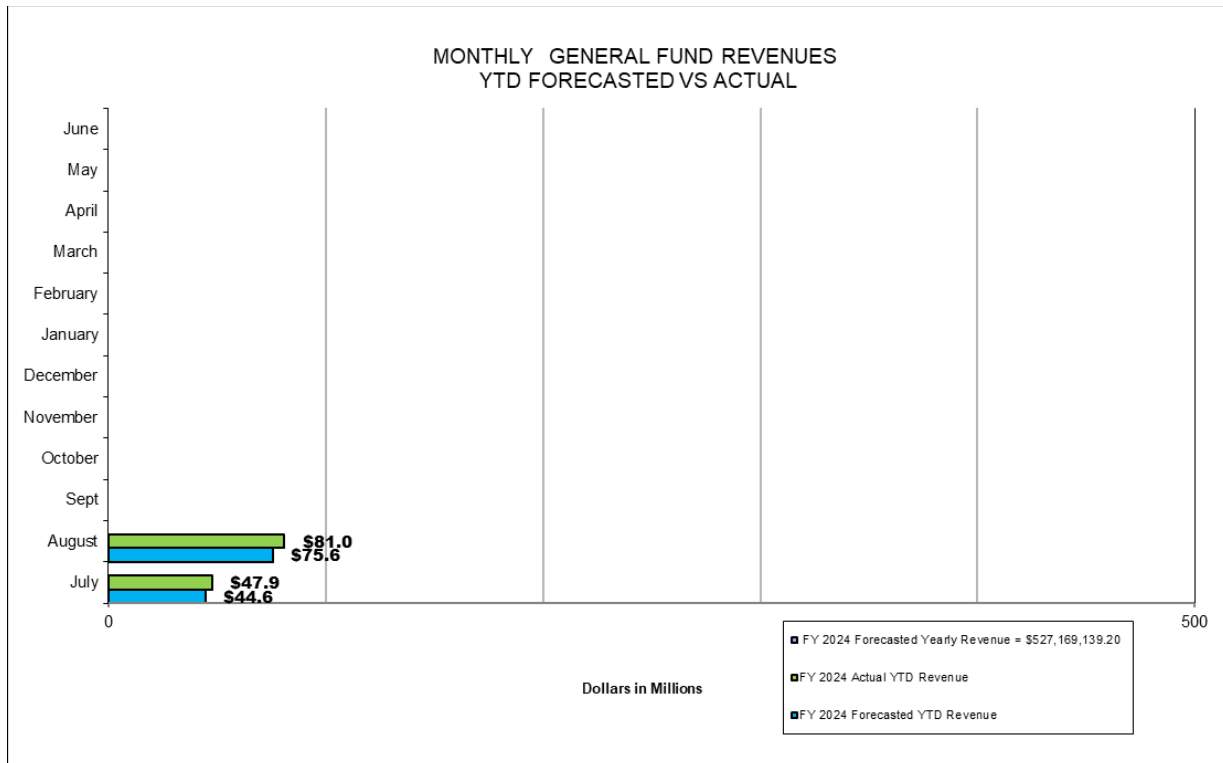
**SUBJECT:** Department of Finance Reports for the Month Ended August 31, 2023

**AUGUST 2023  
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending August 31, 2023. This report represents the second report for the new 2024 fiscal year, ending June 30, 2024. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year’s actual revenue vs. forecasted revenue and prior year’s actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through August 31, 2023 and shows that actual revenue of \$81 million was above forecasted revenue of \$75.6 million by \$5.4 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

<b>GENERAL FUND REVENUE SOURCES</b>		
	<b>FAVORABLE VARIANCE</b>	<b>(UNFAVORABLE) VARIANCE</b>
General Property Tax		(\$9,804)
City Income Tax	2,911,379	
Admissions Tax	1,322,632	
Short Term Rental Excise Tax	184,024	
Licenses & Permits	370,357	
Fines, Forfeitures, & Penalties		(\$654,669)
Investment Income		
Local Government	174,390	
Casino	175,821	
Police		(\$26,658)
Buildings and Inspections	131,262	
Fire	33,455	
Parking Meter		(\$200)
Other	826,997	
	6,130,318	(\$691,330)
Difference	5,438,987	

**General Fund (favorable variance) is \$5.4 million above** the amount forecasted through August in the FY 2024 Budget. This is the second month's report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

**Income Taxes (favorable variance) is \$2.9 million above** the forecasted amount. This is only the second month of the new fiscal year and as such there is not enough data to discern any trends.

**Admissions Tax (favorable variance) is up \$1.3 million** from the forecasted amount. A large weekend concert that crossed months (June-July) contributed to the positive variance in this category.

**Fines, Forfeitures & Penalties (unfavorable variance) is down \$655k** from the forecasted amount. All categories seem to be trailing estimates. It is early in the fiscal year and Finance will keep watch on this category.

**Other (favorable variance) is \$827k above** the forecasted amount. This is largely a result of a grant being received this fiscal year instead of last fiscal year. Due to the large number of revenue sources in this category and their fluctuations the Finance Department will monitor these closely.



**Restricted Funds:**

**Parking Systems Facilities (favorable variance) is up \$342k** from the forecasted amount. This is a result of the large weekend concert that was highlighted in Admissions Tax.

The remaining Restricted Funds are at or close to estimates.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of August 31, 2023.
2. Audit of the City Treasurer's Report for the month ended July 31, 2023.
3. Statement of Balances in the various funds as of August 31, 2023.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager  
Karen Alder, Finance Director

Date: October 25, 2023

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

---

Attached is an emergency ordinance captioned as follows:

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

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

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

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

The Administration recommends passage of the attached ordinance.

Attachment A – Streetcar Agency Safety Plan (PTASP)

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

**EMERGENCY**

**JRS**

**-2023**

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

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

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

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

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

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

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

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

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to submit the revised Cincinnati Streetcar Agency Safety Plan to the Ohio Department of Transportation within the required time frame.

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

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

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

# CINCINNATI STREETCAR AGENCY SAFETY PLAN



801 PLUM STREET  
CINCINNATI, OHIO 45202

OCTOBER 1, 2023

REVISION 6

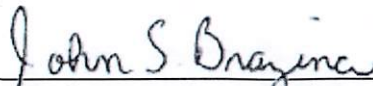
**RECORD OF REVISIONS**

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


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

Agency Safety Plan Review and Approval

Approved by:  10 / 9 / 23  
Accountable Executive

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

Reviewed by:  10 / 06 / 2023  
Streetcar Deputy Director

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

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

Approval by City Council

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



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## **1. Definitions**

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

## **2. Acronyms**

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

## **3. Introduction**

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

## **4. Applicability**

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

## **5. Policy**

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

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

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

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

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

## 8. Modes Covered by this Plan

This Plan covers the Cincinnati Streetcar System.

## 9. Safety Performance Measures and Targets

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

**Table 1 Safety Performance Targets**

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

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

## 10. Safety Plan Review, Update and Certification

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

## 11. ASP Review Schedule

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

## 12. ASP Control and Update Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

## **18. Safety Management Policy**

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

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

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

Cincinnati Streetcar is committed to:

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

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

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

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

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

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

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

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

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

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

### **22.1. Accountable Executive**

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

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

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



### **22.3. Executive Management**

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

### **22.4. Key Staff**

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

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

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

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

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

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

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

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

## **24. Safety Risk Management**

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

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

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

## **26. Safety Hazard Identification**

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

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

For more information see the Cincinnati Streetcar Hazard Management Plan.

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

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

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

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

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

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

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

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

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

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

### **26.2. System Modifications**

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

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

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

### **26.4. Memorandum**

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

## **26.5. Tracking**

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

## **26.6. Procurement**

### **26.6.1. Overview**

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

### **26.6.2. Program Responsibility**

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

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

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

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

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

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

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

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

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

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

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

### 26.7. Minimizing Infectious Disease Exposure

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

## 27. Safety Risk Assessment

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

## **28. Safety Risk Mitigation**

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

## **29. Safety Assurance**

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

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

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

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

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

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

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

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

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

#### 30.1.3. Data Analysis

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

#### 30.1.4. Reports

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

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

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

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

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



## **32. Emergency Management Program**

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

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

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

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

Please see the EOP and COOP for additional information.

### **32.3. Required Meetings**

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

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

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

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

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

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

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

### **32.5. Employee Training**

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

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

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

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

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

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

### **34. Rules Compliance**

#### **34.1. General**

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

#### **34.2. Review**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **34.11. Responsibility**

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

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

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

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

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

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

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

#### **34.14.1. Overview**

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

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

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

#### **34.14.3. Compliance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **39. Continuous Improvement**

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

### **40. Safety Promotion**

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

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

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

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

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

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

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



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

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

#### 41.2.1. Extensions and Major Modifications

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

#### 41.2.2. Rail Vehicle Operator Compliance

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

### 41.3. Maintenance

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

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

### 41.4. Refresher Training

#### 41.4.1. Rail Vehicle Operators

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

#### 41.4.2. Maintenance Personnel

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

#### 41.5. Contractor Training

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

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

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

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

#### 42. Recordkeeping

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

#### 43. References

49 CFR 673 – Final Rule

Cincinnati Streetcar Safety and Security Review Committee procedure

Cincinnati Streetcar Configuration Management Change Procedure

Cincinnati Streetcar Hazard Management Plan

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

## Appendix A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Serious Injury** means any injury which:

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

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

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

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

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

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

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

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

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

## City Council Resolution

Reserved for formal resolution

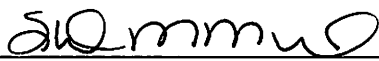


## Cincinnati Streetcar Safety Management Policy Statement

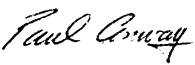
Cincinnati Streetcar recognizes that the management of safety is a core value of our business. The management team at Cincinnati Streetcar will embrace the Safety Management System (SMS) and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety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

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

Signature by the Accountable Executive

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

Signature by the Chief Safety Officer

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

Date: October 11, 2023

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: EMERGENCY ORDINANCE – CHCURC Artwork Donation Agreement - Traffic Control Boxes - CUF

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202302132

Attached is an emergency ordinance captioned as follows:

**AUTHORIZING** the City Manager to design, install, and maintain artwork on various traffic control boxes located in the CUF neighborhood, notwithstanding any conflicting Department of Transportation and Engineering rules and regulations or any provision of the Cincinnati Municipal Code that would prohibit the installation and maintenance of the artwork.

The Clifton Heights Community Urban Redevelopment Corporation (CHCURC) has a desire to implement public artwork to enhance the CUF neighborhood. This project involves applying a patterned vinyl artwork wrap to existing City traffic control boxes in the public right of way. This can discourage graffiti, beautify the public sphere, and foster community pride. The selected boxes are located along the prominent corridors of Clifton Avenue, Calhoun Street and W. McMillan Street.

The Department of Transportation and Engineering has guidelines for the artwork related to visual criteria and physical placement on this City infrastructure and is working closely with CHCURC.

The emergency ordinance is necessary to meet the needs of CHCURC to begin installation in the fall of 2023 prior to colder temperatures.

The Administration recommends passage of the attached ordinance.

Attachment A - Depiction of Artwork - CUF Traffic Control Boxes (00390851xC2130)

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

## EMERGENCY

JRS

- 2023

**AUTHORIZING** the City Manager to design, install, and maintain artwork on various traffic control boxes located in the CUF neighborhood, notwithstanding any conflicting Department of Transportation and Engineering rules and regulations or any provision of the Cincinnati Municipal Code that would prohibit the installation and maintenance of the artwork.

WHEREAS, the City of Cincinnati wishes to install artwork and paintings (“Artwork”), substantially similar in design, color, and concept to the sample designs in Attachment A to this ordinance, on various traffic control boxes located in the CUF neighborhood to enliven the space and promote public awareness of the arts; and

WHEREAS, the City may designate one or more agents or contractors, including the Clifton Heights Community Urban Redevelopment Corporation (“CHCURC”), to carry out all or a portion of the work required to design, install, and maintain the Artwork; and

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

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

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

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

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

WHEREAS, prior to installation, DOTE will review the final design and placement of the Artwork to ensure it will not detract from, interfere with, or obscure official traffic control devices, will be safe, and will not unreasonably interfere with pedestrians; and

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

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on September 15, 2023, recommended that the City install the Artwork on various traffic control boxes located in the CUF neighborhood; and

WHEREAS, the City Council finds that the design, installation, and maintenance of the Artwork in the CUF neighborhood will beautify the public right-of-way, enhance civic pride, and advance public health and wellness goals; and

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

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

Section 1. That the City Council hereby declares the design, installation, and maintenance of artwork that is substantially similar in design, color, and concept to the sample designs on the attached Attachment A ("Artwork"), incorporated herein by reference, on various traffic control boxes located in the CUF neighborhood to be a matter of significant public interest, and it hereby resolves to raise public awareness of the arts through the design, installation, and maintenance of this conspicuous visual art; further that, notwithstanding the provisions of the Cincinnati Municipal Code that would normally restrict such displays within the public right-of-way, Council has determined that the design, installation, and maintenance of the Artwork is in the interest of the public health, safety, morals, and general welfare and will not negatively impact the health, safety, morals, or welfare of residents and users of the public right-of-way.

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

Section 3. That the City Manager is hereby authorized to design, install, and maintain the Artwork on the various traffic control boxes located in the CUF neighborhood, which Artwork shall be similar in design concept with the sample designs depicted on the attached Attachment A, incorporated herein by reference, and shall be located on the various traffic control boxes located in the CUF neighborhood as approved by the City Manager, notwithstanding any conflicting Department of Transportation and Engineering ("DOTE") rules and regulations and any applicable provisions of the Cincinnati Municipal Code.

Section 4. That the design, installation, and maintenance of the Artwork shall be performed under the management of the City Manager or her designee, and any agents or contractors of the City, including the Clifton Heights Community Urban Redevelopment Corporation, shall comply with rules and regulations established by the City Manager and the City's Department of Transportation and Engineering ("DOTE") regarding the design, installation, and maintenance of the Artwork, including rules and regulations concerning its colors, symbols, styles, location, size, materials, and means of installation and maintenance as necessary to ensure public safety.

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

authority to approve the design, location, size, materials, and means of installation and maintenance of the Artwork and to establish rules and regulations for the same as necessary to ensure public safety.

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

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

Section 8. That the City Manager is authorized to accept donations, including materials, labor, money, and in-kind services, on such terms and conditions that the City Manager determines are in the best interests of the City, to offset the cost and expense associated with the design, installation, and maintenance of the Artwork, so that the design, installation, and maintenance of the Artwork shall have minimal impact on the General Fund of the City of Cincinnati.

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

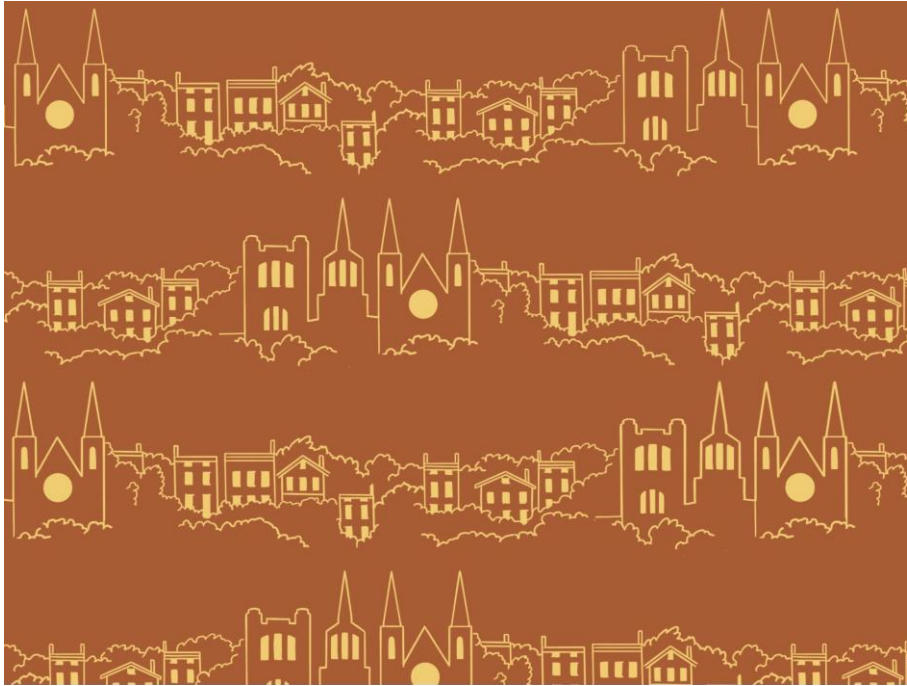
Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is the immediate need to allow the public art project described in this ordinance to proceed to allow the corresponding benefits to the City and the CUF neighborhood to be realized at the earliest possible time.

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

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

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



## Sample Artwork for Traffic Boxes in CUF





100% DV of vitamins H & I

# SQUEEZE NECTAR

Made  
for  
kids

By  
kids!



## TANGERELLO

Naturally flavored with other natural flavors

678 FL OZ (20L)

contains no juice

### Nutrition Facts

Serving size 1 Box (20 L)

Amount per serving  
Calories 9000

% Daily Value\*

Total Fat

Sodium

Total Carbohydrate

Total Sugars

Includes

Protein

Not a significant source of saturated fat, trans fat, cholesterol, dietary fiber, vitamin D, calcium, iron, and potassium

ingredients: purified water and natural flavors



On  
#TeamSqueezeForThePlanet  
our commitment to  
sustainability means that  
every step of our journey is  
marketed as eco-conscious.

Here at Heritage Creek Hollow Family Farms our journey starts with a curated selection of sun-ripened natural fruit™. Each piece, chosen with love & expertise, carries the promise of the sweetest nectar. They are washed & hand-squeezed to extract the purest essence. Once perfected (pasteurized) these liquid saccharine bombs are sealed in our specially designed juice boxes, guarding their freshness & flavor.

Squeeze Nectar juice boxes are more than just beverages; they are a story of love, passion, profits for our shareholders, & your child's inevitable post-juice box sugar crash meltdown.

October 25, 2023

To: Mayor and Members of City Council 202302263  
From: Sheryl M.M. Long, City Manager  
Subject: Emergency Ordinance Accepting and Confirming the Grant of Utility Easements  
in Favor of Duke Energy Ohio, Inc.

---

Attached is an emergency ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati.

The attached ordinance accepts and confirms the grant of utility easements in favor of Duke Energy Ohio, Inc. (“Grantee”) for the purpose of replacing existing underground gas pipelines upon portions of real property owned by the City of Cincinnati and managed by the Greater Cincinnati Water Works. The easement areas are more particularly depicted and described in the Grant of Easement attached to this ordinance as Attachment A.

The City Manager, in consultation with the Greater Cincinnati Water Works, has determined that granting the easement to Grantee is not adverse to the City’s retained interest in the property, nor will it interfere with the City’s municipal use of the property.

The collective fair market value of the easements is approximately \$145,217, which Grantee has agreed to pay. The City Planning Commission approved the easements at its meeting on October 20, 2023.

The Administration recommends passage of the attached emergency ordinance.

cc: Cathy B. Bailey, GCWW, Executive Director

**EMERGENCY**

**CHM**

**- 2023**

**AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property generally located along Kellogg and Renslar Avenues in the California neighborhood (“Properties”), as more particularly described and depicted in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), which Properties are under the management of Greater Cincinnati Water Works (“GCWW”); and

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

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

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

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$145,217, which Grantee has agreed to pay; and

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

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement, in substantially the form attached to this ordinance as Attachment A and incorporated herein by

reference (“Easement”), in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee certain utility easements upon portions of City-owned real property located along Kellogg and Renslar Avenues in the California neighborhood (“Properties”) to upgrade and replace existing underground gas pipelines, as more particularly described and depicted on Attachment A.

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

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

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$145,217, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into the Water Works Fund 101.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the Easement, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents, as deemed necessary or appropriate by the City Manager.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

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

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

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

-----  
[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: North of Renslar Ave between Kellogg Ave  
and Linneman St; Haney St; & Reservoir

### **GRANT OF EASEMENT**

In consideration of the sum of \$145,217 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), perpetual, non-exclusive easements to construct, operate, use, patrol, maintain, repair, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), across portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). Grantee shall not enlarge, add-to, or expand the Facilities within the Easement Areas without the prior written consent of Greater Cincinnati Water Works ("**GCWW**"), as more particularly detailed in that certain *Letter Agreement* by and between the parties that is hereby incorporated herein by reference and shall be a part hereof. The parties acknowledge and agree that the contents of the *Letter Agreement*, including the attachments thereto constitute infrastructure records that are exempt from release or disclosure pursuant to Ohio Revised Code Section 149.433. The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor, namely, GCWW and the Metropolitan Sewer District of Greater Cincinnati ("**MSD**"). Grantee shall ensure that Grantor's public utility lines and facilities are not damaged or otherwise disturbed by Grantee's exercise of the rights herein granted and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired. Grantee hereby agrees that it shall perform or shall cause the performance of all excavation and backfill work within the Easement Areas in accordance with GCWW specifications.

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

The City Manager, in consultation with GCWW, has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$145,217, which has been deposited with the Real Estate Services Division.

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

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

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

1. Access. Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways, and adjoining public roads where practical as determined by Grantee; provided, however, Grantee shall coordinate with Grantor with respect to its entry and activities upon the Property. Grantor shall have the right to observe all work conducted at the Property.
2. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall restore the surface of the Easement Areas and the Property, as the case may be, to a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee shall either completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee shall either re-sod or re-seed the damaged area.
3. Environmental Condition. To the best of Grantor's actual knowledge, without having performed any independent inquiry, investigation, or environmental assessment, the Easement Areas do not contain any hazardous or toxic materials or other environmental contamination.
4. No Obstructions. Grantor shall only place or permit the placement of structures within the Easement Areas that may interfere with Grantee's exercise of its rights hereunder with the prior written consent of Grantee. Grantee shall have the right to remove any and all such unauthorized obstructions and, notwithstanding the provisions of paragraph 7 (Repair of Damage) below, Grantee shall not be required to repair any damage to the surface of the Easement Areas or the Property resulting therefrom. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public

utility infrastructure and associated equipment, appurtenances, or improvements within the Easement Areas.

5. Storing of Dirt. Grantee shall have the right to pile dirt and other material temporarily and to operate equipment upon the surface of the Easement Areas and also on the land immediately adjacent to the Easement Areas not to exceed fifteen (15) feet in width on either side of the Easement Areas, but only during those times when Grantee is constructing, maintaining, repairing, or removing the Facilities.
6. Repair of Damage. Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and the Property, including without limitation piping, driveways, signs, and landscaping related to or arising from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a safe and sightly condition and otherwise to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.
7. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
8. Authority to Grant Easements. Grantor represents that it has the necessary authority and title to the Property to grant the Easements to Grantee.
9. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions, and other matters of record affecting the Property.
10. Exhibits. The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A – *Survey Plats*

Exhibit B – *Legal Description—the Property*

[SIGNATURE PAGES FOLLOW]



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

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved By:

\_\_\_\_\_  
Andrea Yang, Interim Director  
Greater Cincinnati Water Works

Approved as to Form:

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

[ORSANCO SIGNATURE PAGE FOLLOWS]



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

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **Duke Energy Ohio, Inc.**, an Ohio corporation, on behalf of the corporation.

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

This instrument prepared by:

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

*For Grantee's Internal Use:*  
Line Name/No: \_\_\_\_\_  
R/W Tract No: \_\_\_\_\_  
Job Control# \_\_\_\_\_  
LU# \_\_\_\_\_  
Prep/Chk: RB/ Exec/Rec: \_\_\_\_\_  
Dwg/Fac Ref.: \_\_\_\_\_

**EXHIBIT A**  
to Grant of Easement  
Survey Plat

**Tract I**  
Auditor's Parcel No.: 009-0003-0152

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.094	4,095	THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS
TCE	N/A	0.040	1,725	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	

THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS


0 50 100 200  
1" = 100'

**CERTIFICATION**

I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 9, PAGE 3); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 9, PAGE 3; THAT THE RATIO OF PRECISION IS 1:132,140,002; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114 THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 21st DAY OF DECEMBER 2022

*Daniel K. York*  
DANIEL K. YORK, PS. PS-8729



(TRACT #20)  
 PIN: 009-0003-0152-00  
 CITY OF CINCINNATI  
 P.B., 9 PG. 3

PAGE 2

PAGE 3

RENSLAR AVENUE  
40' PUBLIC RIGHT OF WAY


KELLOGG AVENUE  
60' PUBLIC RIGHT OF WAY


**LEGEND**

● REBAR SET	○ N/F	NOW OR FORMERLY
● REBAR FOUND	Ⓢ	DUKE TRACT NUMBER
■ CONC. MONUMENT FOUND	PG.	PAGE
○ COMPUTED POINT (NOT SET)	D.B.	DEED BOOK
	P.B.	PLAN BOOK
PE PIPELINE EASEMENT	---	SUBJECT PARCEL
TCE TEMPORARY CONSTRUCTION EASEMENT	---	SUBJECT EASEMENT
USSE UTILITY STATION SITE EASEMENT	---R/W---	STREET RIGHT OF WAY
POC POINT OF COMMENCEMENT	---	ADJACENT PARCEL
POB POINT OF BEGINNING	---	EXISTING EASEMENT
R/W RIGHT OF WAY		

**NOTES**

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- SGC ENGINEERING, L.L.C. CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.

 SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800)581-4031	DUKE ENERGY OHIO, INC EASEMENT EXHIBIT	
	EASEMENT ACROSS THE LAND OF THE CITY OF CINCINNATI RENSLAR AVENUE, CINCINNATI HAMILTON COUNTY, OHIO	
SITE #: 114885 REVISION: 1	DATE: 12/21/2022 DRAWN BY: DJL CHECK BY: DKY	SCALE: 1" = 50' PLAN BOOK: 9 PAGE: 3
LAND UNIT: N/A TRACT #: 20	LSC MAP #: 114885-008045	

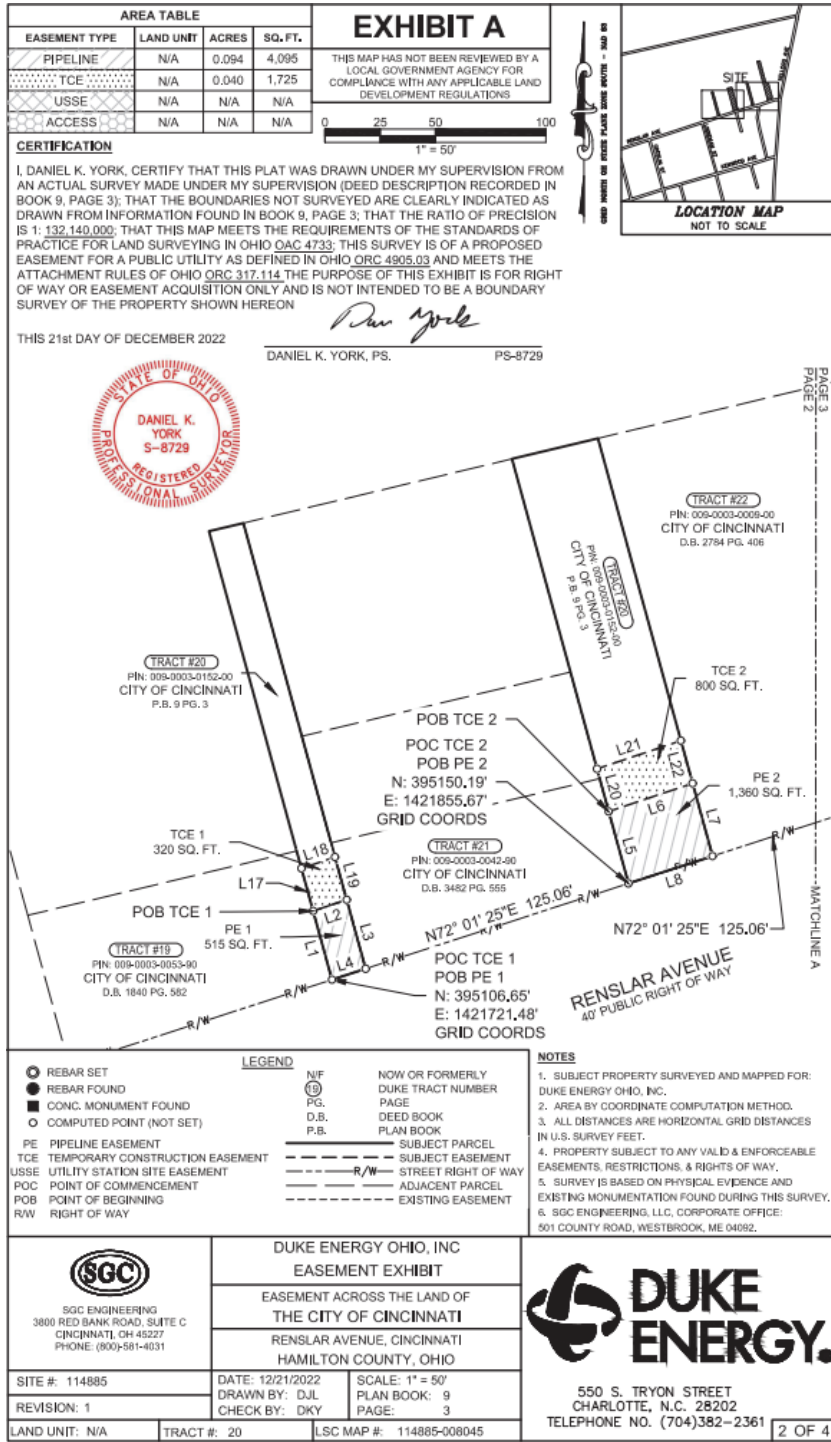
  
 550 S. TRYON STREET  
 CHARLOTTE, N.C. 28202  
 TELEPHONE NO. (704)382-2361

1 OF 4

**Exhibit A (Cont.)**

**Tract I**

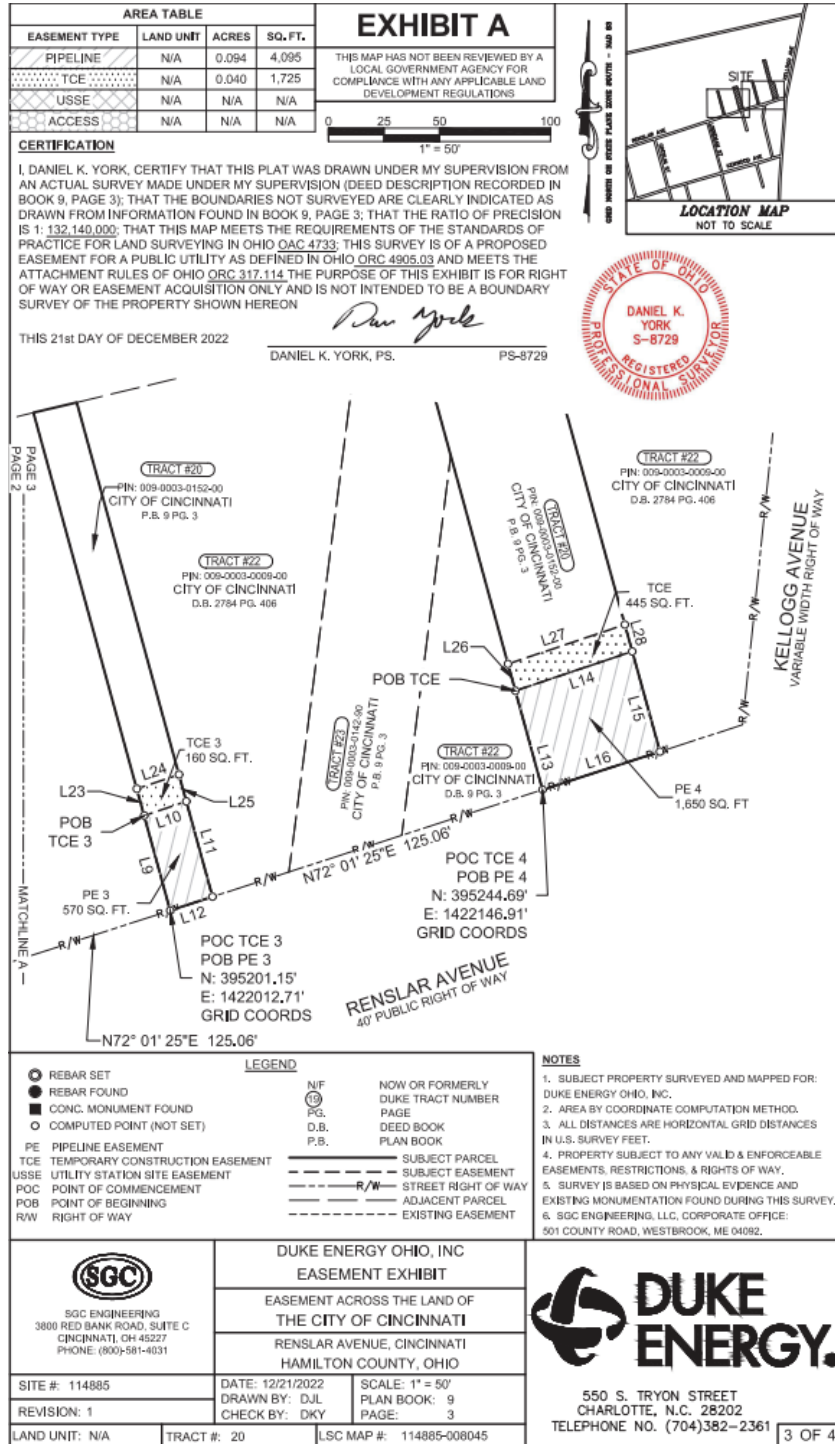
**Auditor's Parcel No.:** 009-0003-0152



**Exhibit A (Cont.)**

**Tract I**

**Auditor's Parcel No.:** 009-0003-0152



**Exhibit A (Cont.)**

**Tract I**

**Auditor's Parcel No.:** 009-0003-0152

AREA TABLE				<b>EXHIBIT A</b> <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.094	4,095	
TCE	N/A	0.040	1,725	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	


  

**CERTIFICATION**



I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 9, PAGE 3); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 9, PAGE 3; THAT THE RATIO OF PRECISION IS 1: 132,140,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114. THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

*Daniel K. York*  
DANIEL K. YORK, PS. PS-8729

THIS 21st DAY OF DECEMBER 2022



Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N15° 21' 05"W	32.20'	L15	S15° 26' 29"E	37.46'
L2	N71° 24' 41"E	16.03'	L16	S72° 01' 25"W	44.47'
L3	S15° 21' 05"E	32.37'	L17	N15° 21' 05"W	20.03'
L4	S72° 01' 25"W	16.02'	L18	N71° 24' 41"E	16.03'
L5	N15° 21' 05"W	33.71'	L19	S15° 21' 05"E	20.03'
L6	N71° 24' 41"E	40.06'	L20	N15° 21' 05"W	20.03'
L7	S15° 21' 05"E	34.14'	L21	N71° 24' 41"E	40.06'
L8	S72° 01' 25"W	40.04'	L22	S15° 21' 05"E	20.03'
L9	N15° 21' 05"W	35.48'	L23	N15° 21' 05"W	10.02'
L10	N71° 24' 41"E	16.03'	L24	N71° 24' 41"E	16.03'
L11	S15° 21' 05"E	35.65'	L25	S15° 21' 05"E	10.02'
L12	S72° 01' 25"W	16.02'	L26	N15° 21' 05"W	10.02'
L13	N15° 21' 05"W	36.98'	L27	N71° 24' 41"E	44.42'
L14	S71° 24' 41"W	44.44'	L28	S15° 26' 29"E	10.02'

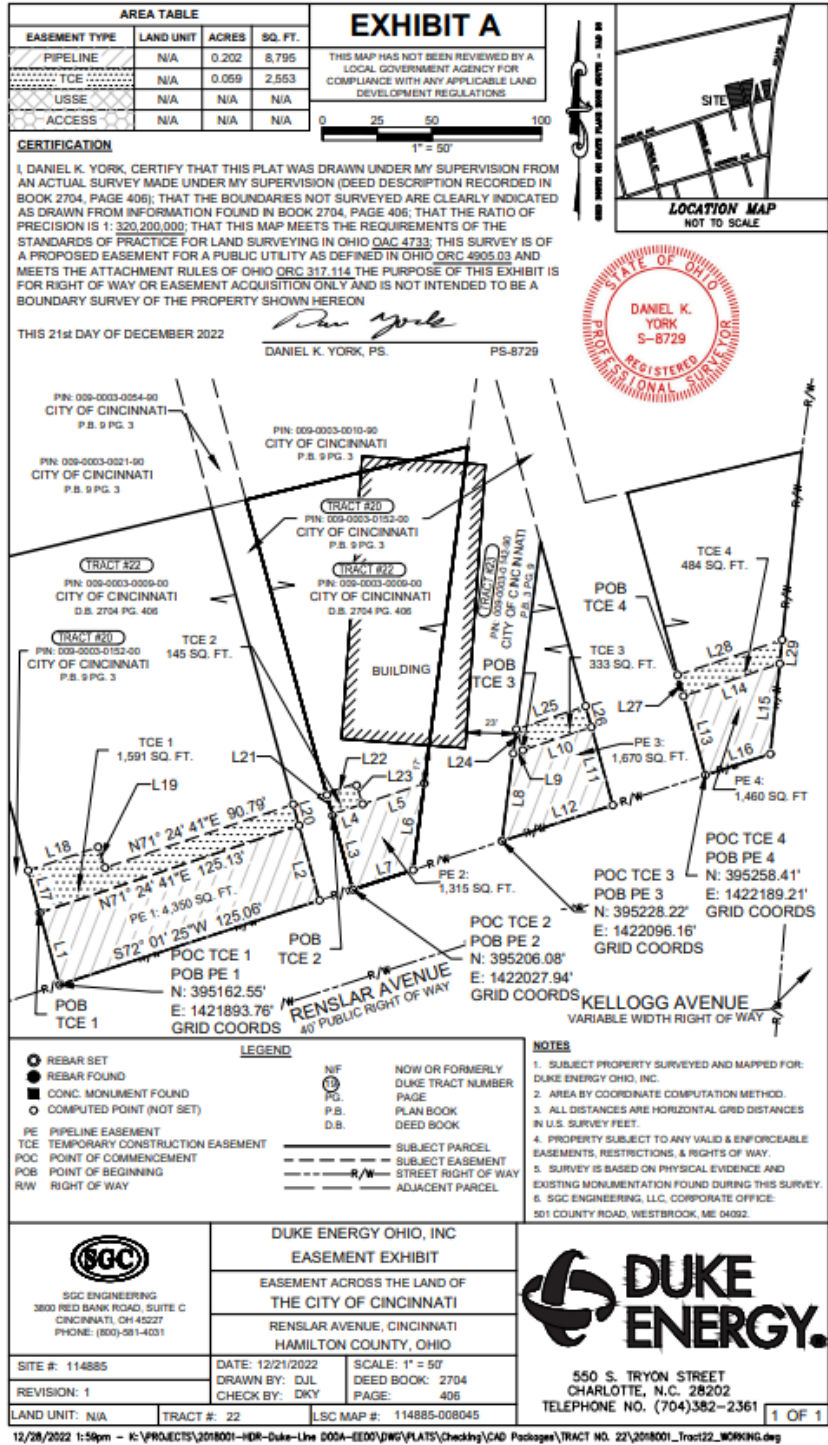
LEGEND		NOTES		
<ul style="list-style-type: none"> <li>○ REBAR SET</li> <li>● REBAR FOUND</li> <li>■ CONC. MONUMENT FOUND</li> <li>○ COMPUTED POINT (NOT SET)</li> <li>PE PIPELINE EASEMENT</li> <li>TCE TEMPORARY CONSTRUCTION EASEMENT</li> <li>USSE UTILITY STATION SITE EASEMENT</li> <li>POC POINT OF COMMENCEMENT</li> <li>POB POINT OF BEGINNING</li> <li>R/W RIGHT OF WAY</li> </ul>	<ul style="list-style-type: none"> <li>N/F NOW OR FORMERLY DUKE TRACT NUMBER</li> <li>PG. PAGE</li> <li>D.B. DEED BOOK</li> <li>P.B. PLAN BOOK</li> <li>----- SUBJECT PARCEL</li> <li>----- SUBJECT EASEMENT</li> <li>----- R/W STREET RIGHT OF WAY</li> <li>----- ADJACENT PARCEL</li> <li>----- EXISTING EASEMENT</li> </ul>	<ol style="list-style-type: none"> <li>1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.</li> <li>2. AREA BY COORDINATE COMPUTATION METHOD.</li> <li>3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.</li> <li>4. PROPERTY SUBJECT TO ANY VALID &amp; ENFORCEABLE EASEMENTS, RESTRICTIONS, &amp; RIGHTS OF WAY.</li> <li>5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.</li> <li>6. SGC ENGINEERING, LLC, CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.</li> </ol>		
 SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800)-581-4031		<b>DUKE ENERGY OHIO, INC</b> <b>EASEMENT EXHIBIT</b> EASEMENT ACROSS THE LAND OF THE CITY OF CINCINNATI RENSLAR AVENUE, CINCINNATI HAMILTON COUNTY, OHIO		
SITE #: 114885 REVISION: 1	DATE: 12/21/2022 DRAWN BY: DJL CHECK BY: DKY	SCALE: NTS PLAN BOOK: 9 PAGE: 3	 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361	
LAND UNIT: N/A	TRACT #: 20	LSC MAP #: 114885-008045	4 OF 4	



**Exhibit A (Cont.)**

**Tract II**

**Auditor's Parcel No.:** 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)





**Exhibit A (Cont.)**

**Tract II**

**Auditor's Parcel No.:** 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)

AREA TABLE				<b>EXHIBIT A</b> <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.202	8,795	
TCE	N/A	0.080	3,465	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	

**CERTIFICATION**

I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2704, PAGE 406); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 2704, PAGE 406; THAT THE RATIO OF PRECISION IS 1: 320,200,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114 THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 21st DAY OF DECEMBER 2022

DANIEL K. YORK, PS      PS-8729

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N15° 21' 05"W	34.14'	L16	S72° 01' 25"W	31.29'
L2	S15° 21' 05"E	35.48'	L17	N15° 21' 05"W	20.03'
L3	N15° 21' 05"W	35.65'	L18	S15° 21' 05"E	20.03'
L4	N71° 24' 41"E	14.71'	L19	N15° 21' 05"W	10.02'
L5	N71° 24' 41"E	29.74'	L20	N71° 24' 41"E	14.25'
L6	S7° 21' 29"W	39.92'	L21	S17° 59' 09"E	10.00'
L7	S72° 01' 25"W	29.00'	L22	N17° 06' 28"W	10.00'
L8	N7° 21' 29"E	40.43'	L23	N71° 24' 41"E	33.44'
L9	N71° 24' 41"E	4.61'	L24	S15° 21' 05"E	10.02'
L10	N71° 24' 41"E	33.14'	L25	N15° 26' 29"W	10.02'
L11	S15° 21' 05"E	36.98'	L26	N71° 24' 41"E	50.45'
L12	S72° 01' 25"W	53.35'	L27	S5° 55' 35"W	10.99'
L13	N15° 26' 29"W	37.48'			
L14	N71° 24' 41"E	46.44'			
L15	S5° 55' 35"W	41.47'			

LEGEND		NOTES
<ul style="list-style-type: none"> <li>⊙ REBAR SET</li> <li>● REBAR FOUND</li> <li>■ CONC. MONUMENT FOUND</li> <li>○ COMPUTED POINT (NOT SET)</li> <li>PE PIPELINE EASEMENT</li> <li>TCE TEMPORARY CONSTRUCTION EASEMENT</li> <li>POC POINT OF COMMENCEMENT</li> <li>POB POINT OF BEGINNING</li> <li>R/W RIGHT OF WAY</li> </ul>	<ul style="list-style-type: none"> <li>N/F NOW OR FORMERLY DUKE TRACT NUMBER</li> <li>PG. PAGE</li> <li>P.B. PLAN BOOK</li> <li>— SUBJECT PARCEL</li> <li>- - - SUBJECT EASEMENT</li> <li>- - - R/W - STREET RIGHT OF WAY</li> <li>- - - ADJACENT PARCEL</li> </ul>	<ol style="list-style-type: none"> <li>1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.</li> <li>2. AREA BY COORDINATE COMPUTATION METHOD.</li> <li>3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.</li> <li>4. PROPERTY SUBJECT TO ANY VALID &amp; ENFORCEABLE EASEMENTS, RESTRICTIONS, &amp; RIGHTS OF WAY.</li> <li>5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THE SURVEY.</li> <li>6. SGC ENGINEERING, LLC, CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.</li> </ol>

SGC ENGINEERING  
3800 RED BANK ROAD, SUITE C  
CINCINNATI, OH 45227  
PHONE: (900)581-4031

**DUKE ENERGY OHIO, INC**  
EASEMENT EXHIBIT

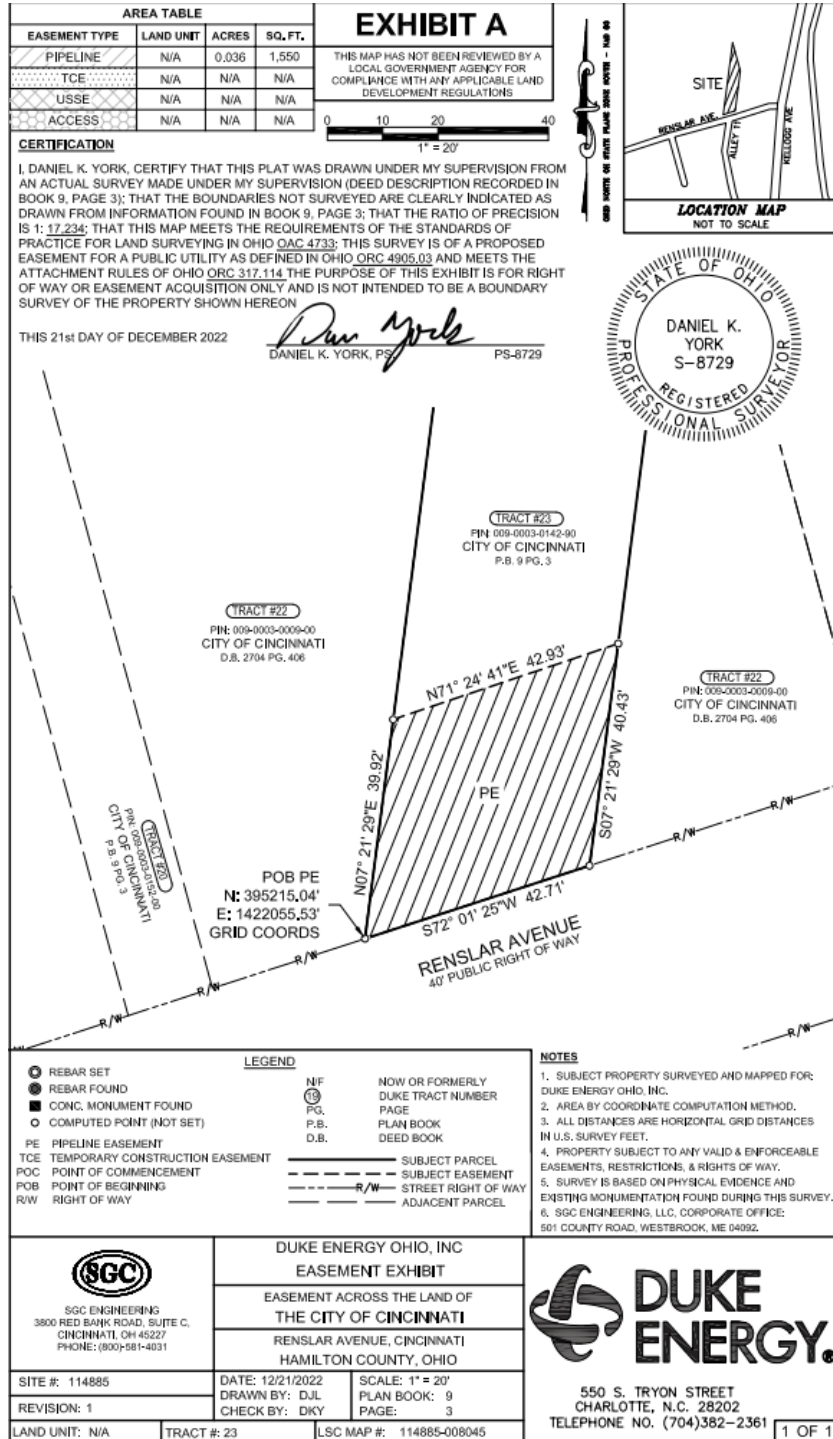
EASEMENT ACROSS THE LAND OF  
**THE CITY OF CINCINNATI**  
RENSLAR AVENUE, CINCINNATI  
HAMILTON COUNTY, OHIO

550 S. TRYON STREET  
CHARLOTTE, N.C. 28202  
TELEPHONE NO. (704)382-2361

**Exhibit A (Cont.)**

**Tract III**

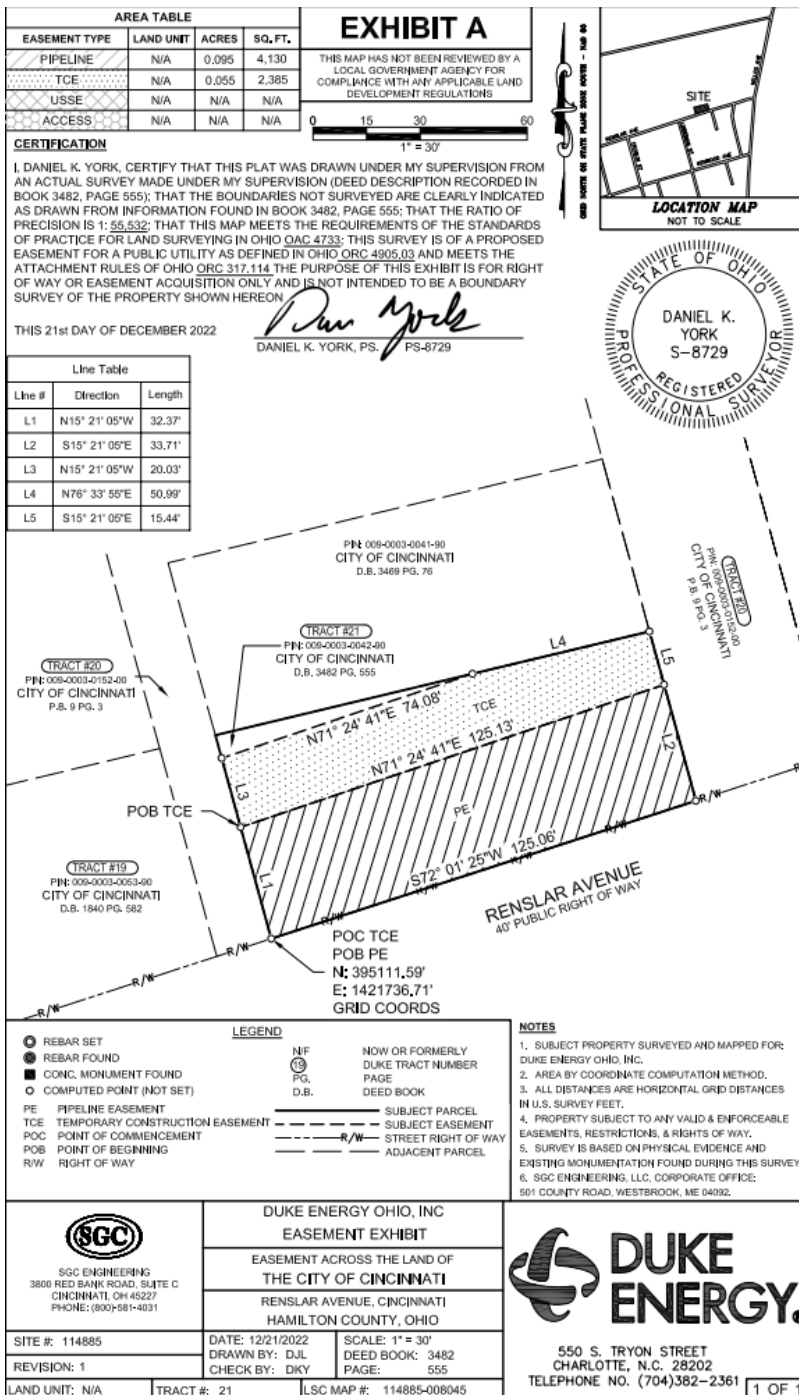
**Auditor's Parcel No.:** 009-0003-0142-90



**Exhibit A (Cont.)**

**Tract IV**

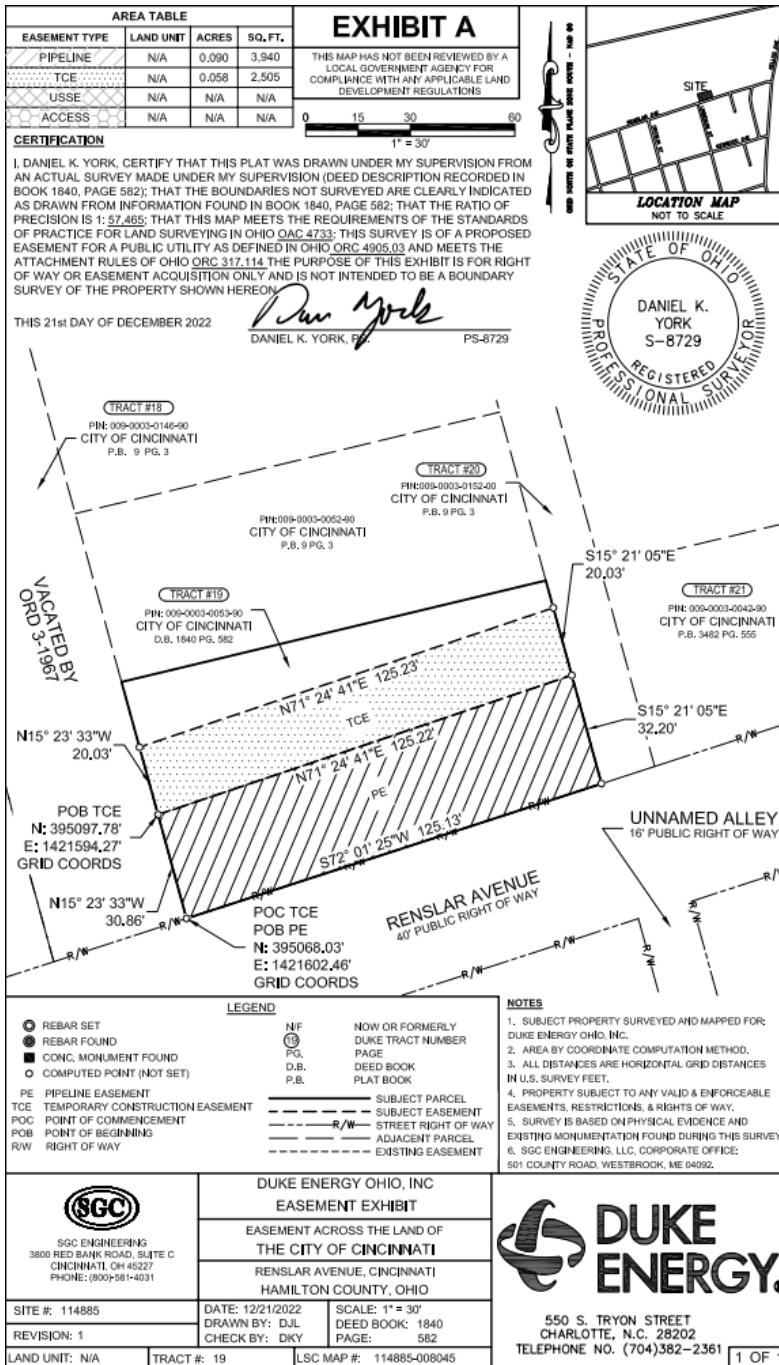
**Auditor's Parcel No.:** 009-0003-0042-90



**Exhibit A (Cont.)**

**Tract V**

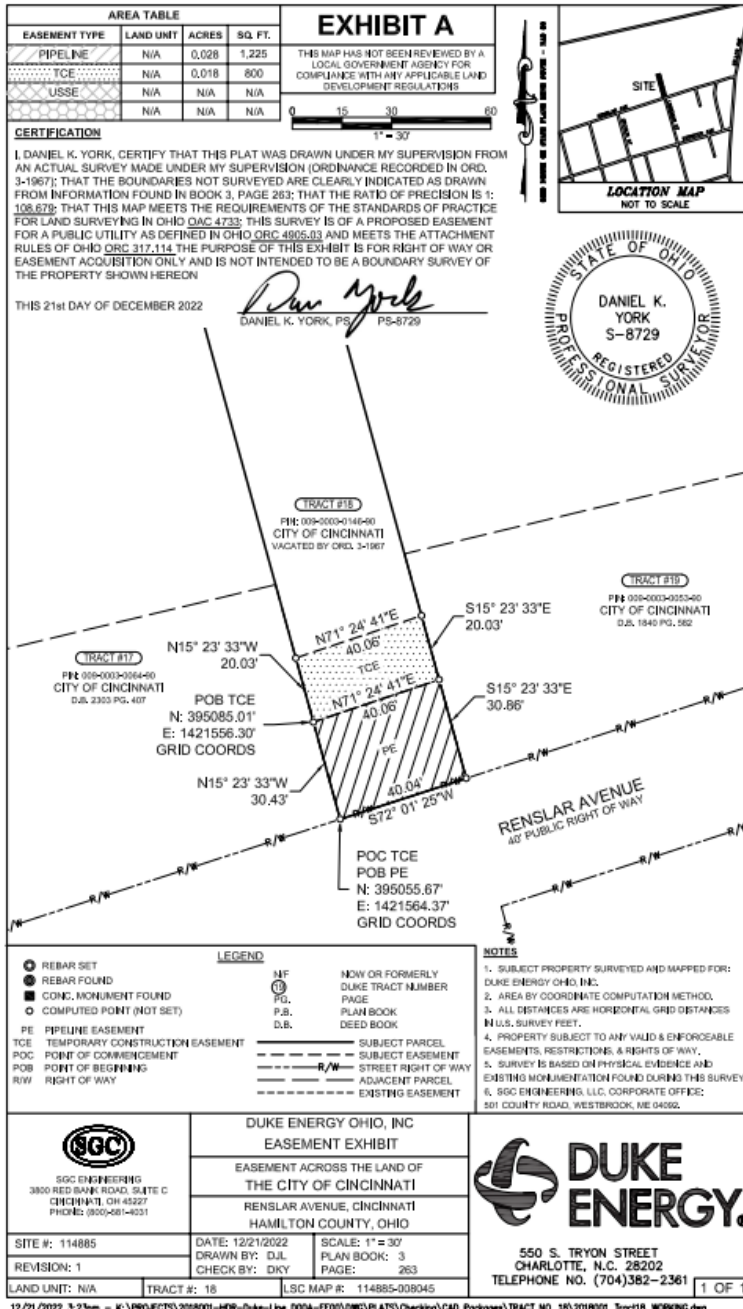
**Auditor's Parcel No.:** 009-0003-0053-90



**Exhibit A (Cont.)**

**Tract VI**

**Auditor's Parcel No.:** 009-0003-0146-90

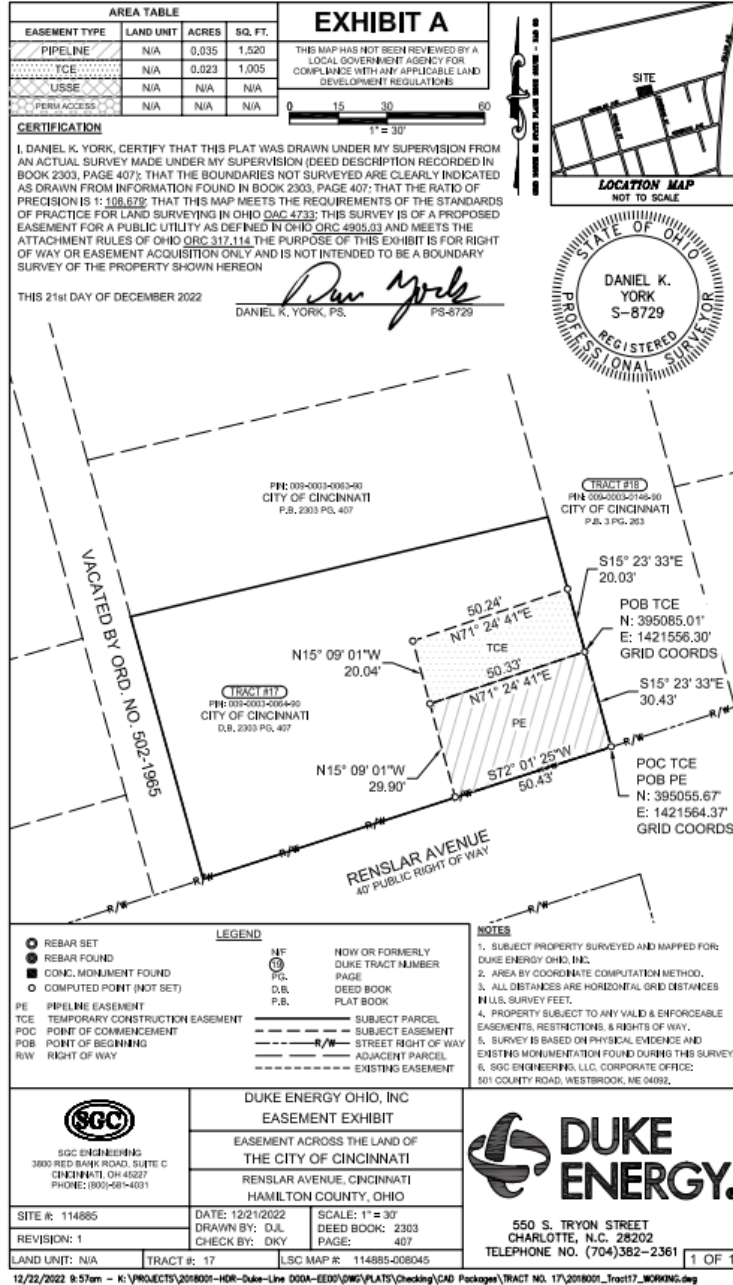




**Exhibit A (Cont.)**

**Tract VII**

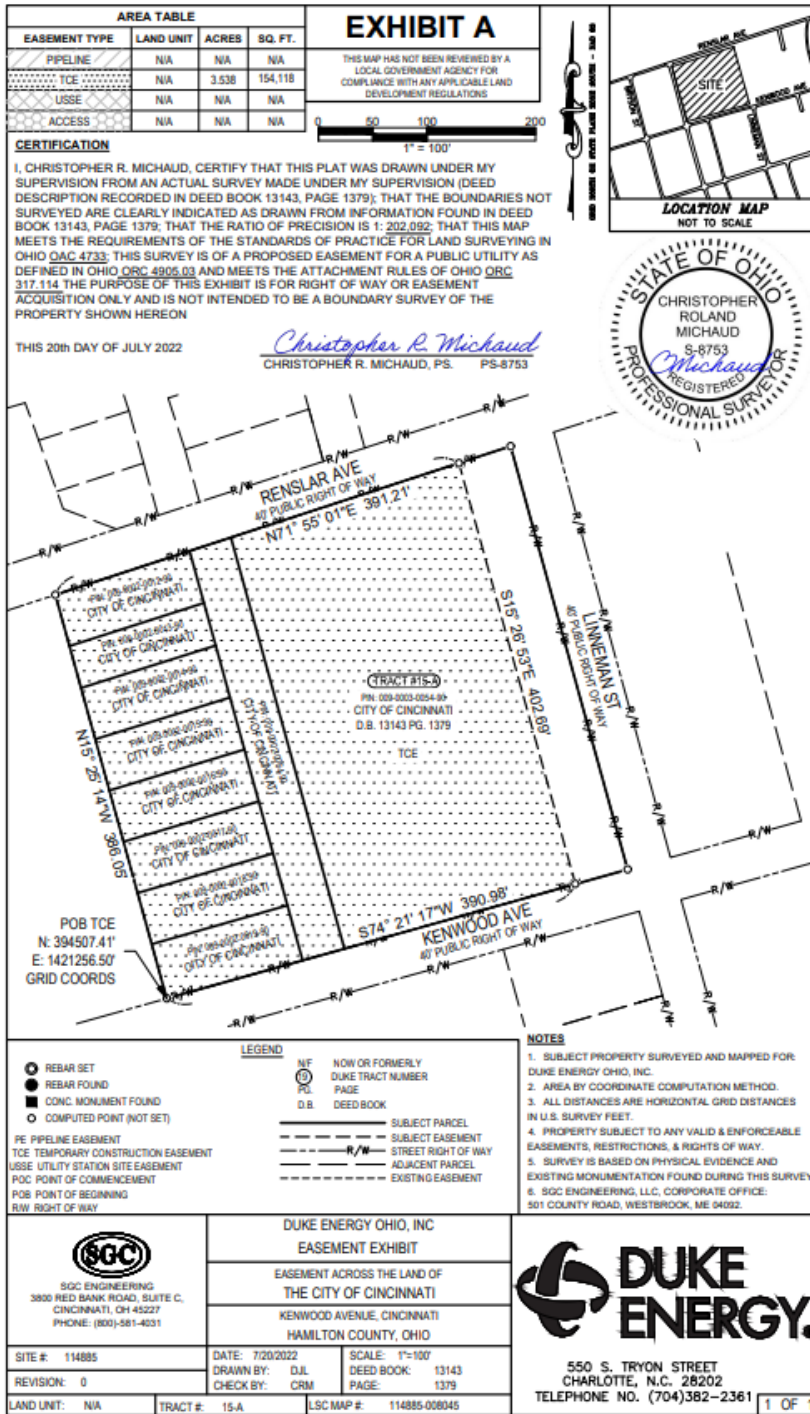
**Auditor's Parcel No.:** 009-0003-0064-90



**Exhibit A (Cont.)**

**Tract VIII**

**Auditor's Parcel No.:** 009-0002-0012 thru -0019, & 009-0002-0064

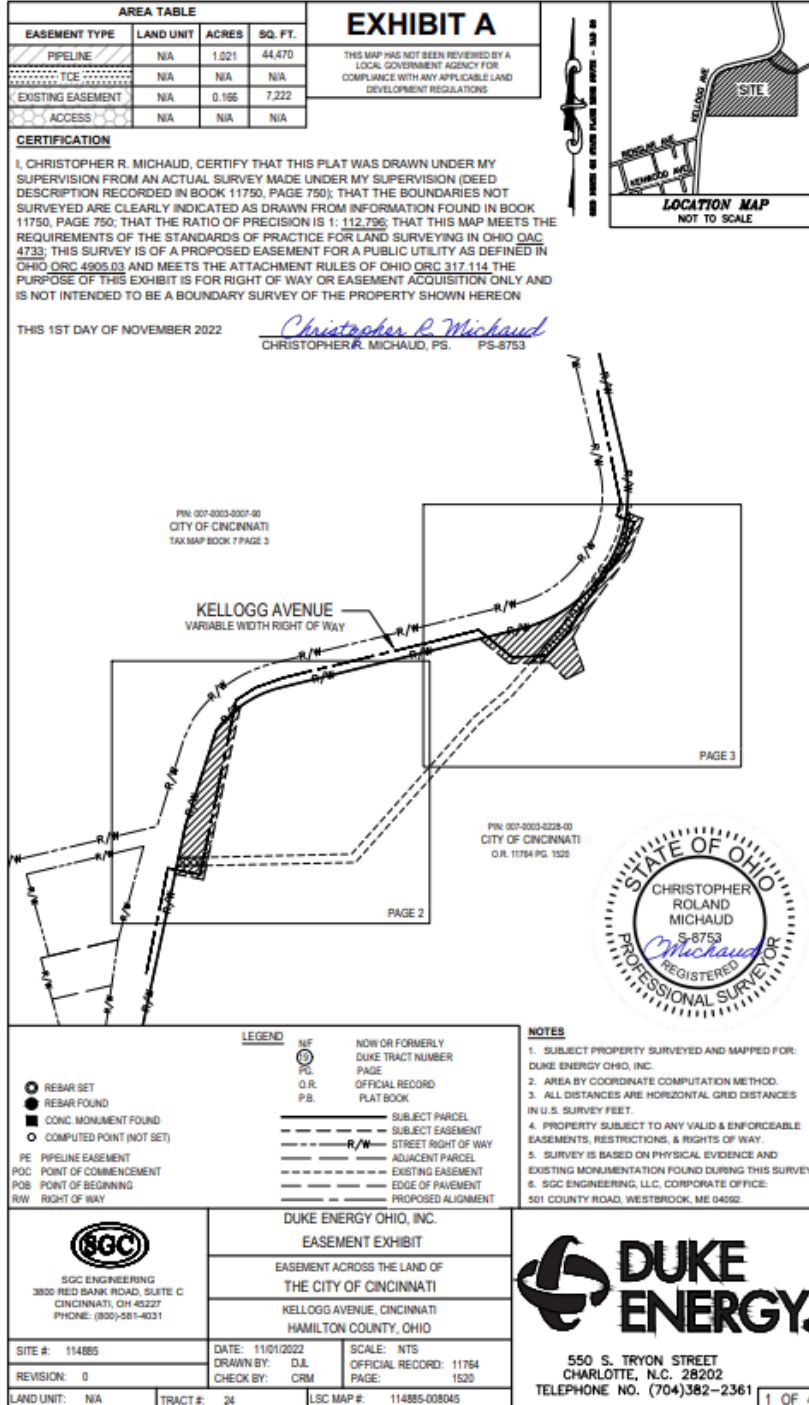


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**Exhibit A (Cont.)**

**Tract IX**

**Auditor's Parcel No.:** 007-0003-0228-00



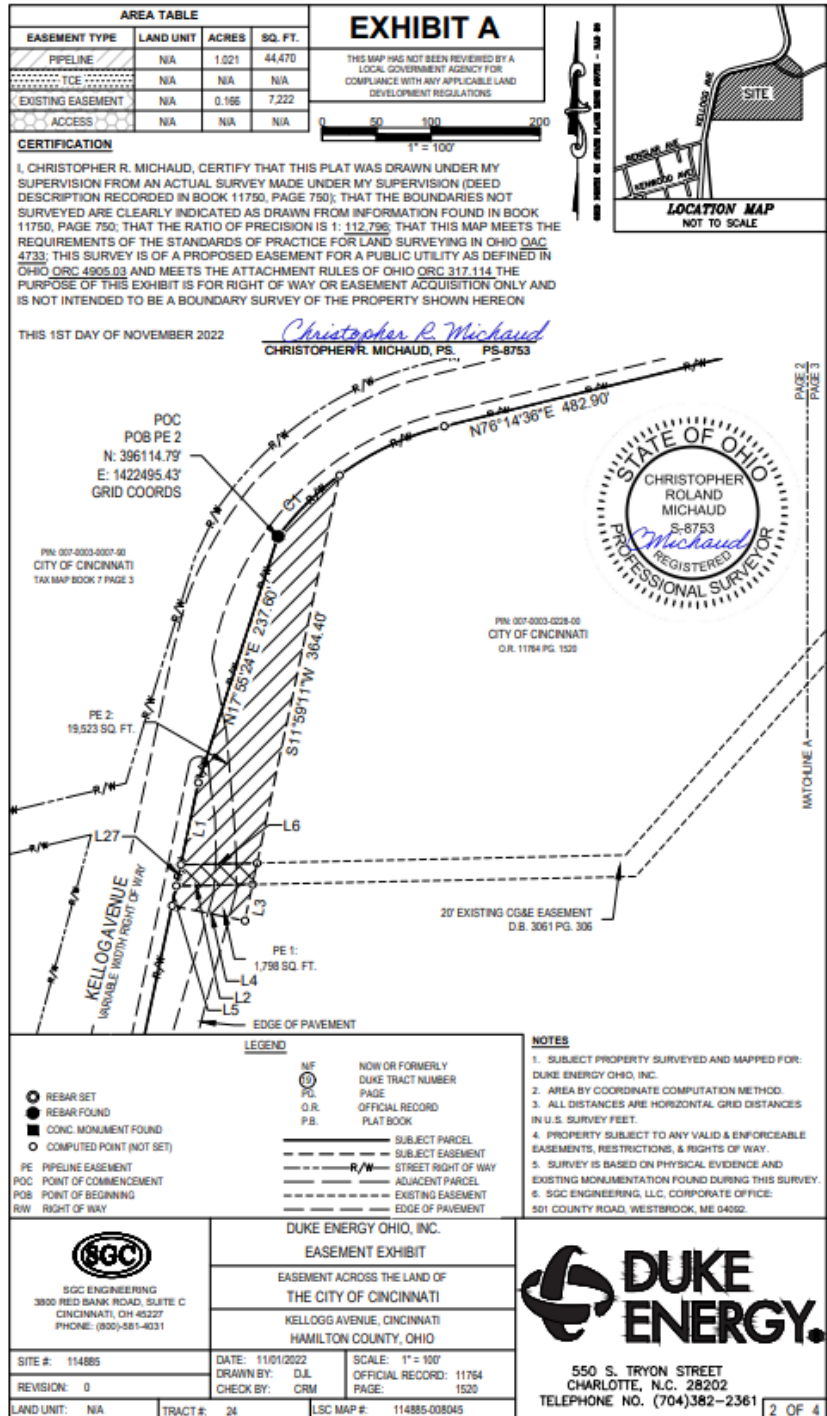
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**Exhibit A (Cont.)**

**Tract IX**

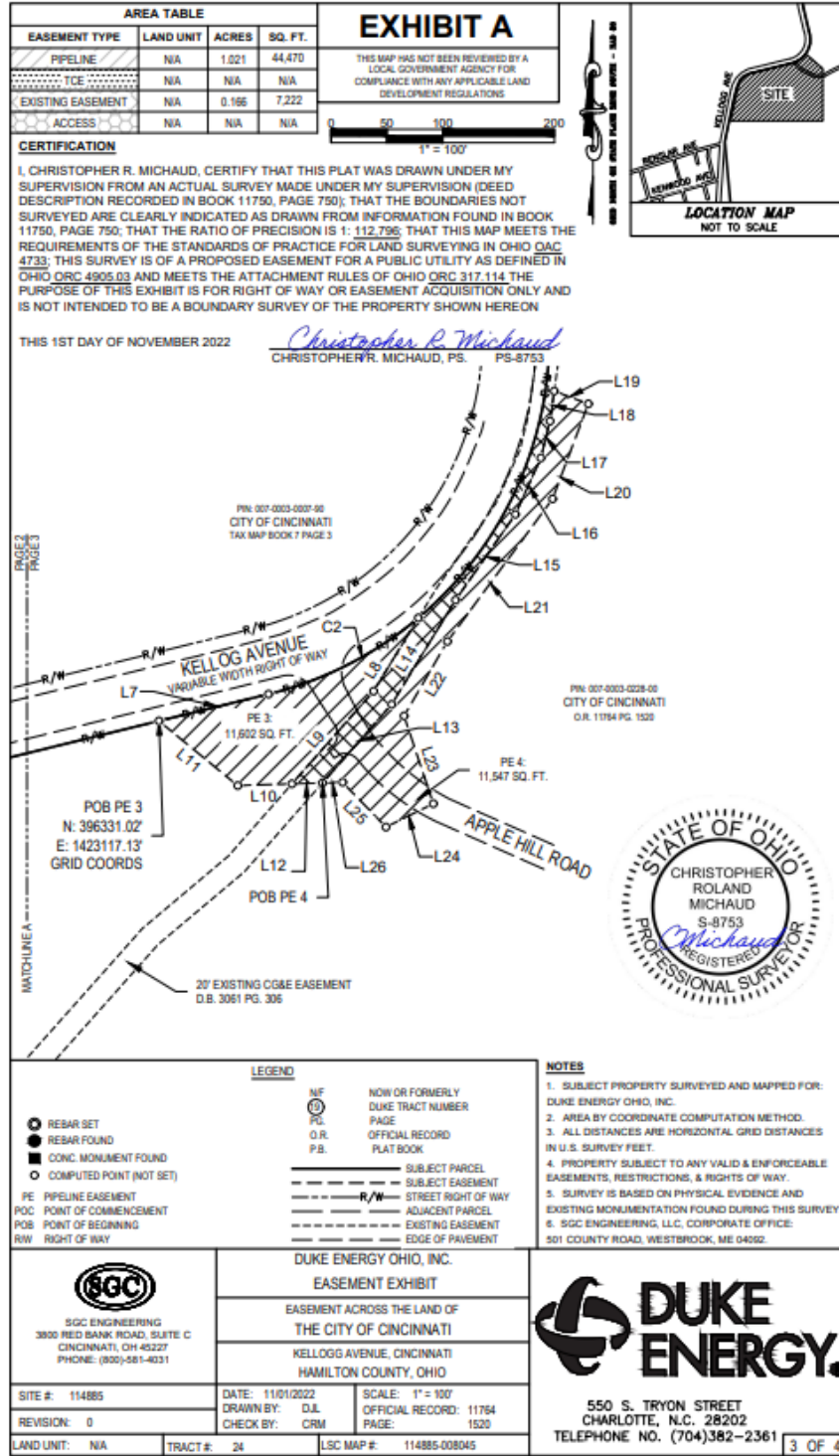
**Auditor's Parcel No.:** 007-0003-0228-00



**Exhibit A (Cont.)**

**Tract IX**

**Auditor's Parcel No.:** 007-0003-0228-00



**Exhibit A (Cont.)**

**Tract IX**

**Auditor's Parcel No.:** 007-0003-0228-00

AREA TABLE				<b>EXHIBIT A</b> <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>	
PIPELINE	N/A	1.021	44,470		
TCE	N/A	N/A	N/A		
EXISTING EASEMENT	N/A	0.166	7,222		
ACCESS	N/A	N/A	N/A		

**CERTIFICATION**

I, CHRISTOPHER R. MICHAUD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 11750, PAGE 750); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 11750, PAGE 750; THAT THE RATIO OF PRECISION IS 1: 112,796; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114. THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 1ST DAY OF NOVEMBER 2022

**CHRISTOPHER R. MICHAUD, PS.** PS-8753

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N12°02'15"E	77.22	L15	N34°50'03"E	83.53
L2	N88°14'57"E	70.07	L16	N24°17'17"E	56.39
L3	S11°59'11"W	34.54	L17	N13°56'51"E	33.97
L4	N78°20'42"W	68.24	L18	N8°04'24"E	27.15
L5	N12°02'06"E	18.57	L19	S69°21'01"E	32.60
L6	S88°53'05"W	70.01	L20	S28°38'03"W	80.76
L7	N76°14'36"E	100.88	L21	S36°25'09"W	198.59
L8	S31°30'15"W	76.75	L22	S30°09'46"W	77.14
L9	S41°21'04"W	110.64	L23	S18°27'16"E	82.77
L10	S88°12'08"W	48.55	L24	S63°44'45"W	47.37
L11	N50°37'36"W	91.19	L25	N44°02'28"E	55.74
L12	N88°12'08"E	27.41	L26	S88°12'08"W	18.01
L13	N41°21'04"E	93.61	L27	N12°06'21"E	20.00
L14	N31°30'15"E	109.57			

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	79.80'	271.80'	016°51'48"	N45°06'30"E	79.87
C2	151.60'	330.00'	036°21'24"	N63°03'54"E	150.47

LEGEND		NOTES
<ul style="list-style-type: none"> <li>○ REBAR SET</li> <li>● REBAR FOUND</li> <li>■ CONC. MONUMENT FOUND</li> <li>○ COMPUTED POINT (NOT SET)</li> <li>PE PIPELINE EASEMENT</li> <li>POC POINT OF COMMENCEMENT</li> <li>POB POINT OF BEGINNING</li> <li>R/W RIGHT OF WAY</li> </ul>	<ul style="list-style-type: none"> <li>N/F NOW OR FORMERLY DUKE TRACT NUMBER</li> <li>PL. PAGE</li> <li>O.R. OFFICIAL RECORD</li> <li>P.B. PLAT BOOK</li> <li>— SUBJECT PARCEL</li> <li>- - - SUBJECT EASEMENT</li> <li>- - - R/W - - - STREET RIGHT OF WAY</li> <li>- - - ADJACENT PARCEL</li> <li>- - - EXISTING EASEMENT</li> <li>- - - EDGE OF PAVEMENT</li> </ul>	<ol style="list-style-type: none"> <li>1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC.</li> <li>2. AREA BY COORDINATE COMPUTATION METHOD.</li> <li>3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.</li> <li>4. PROPERTY SUBJECT TO ANY VALID &amp; ENFORCEABLE EASEMENTS, RESTRICTIONS, &amp; RIGHTS OF WAY.</li> <li>5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.</li> <li>6. SGC ENGINEERING, L.L.C. CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04922.</li> </ol>

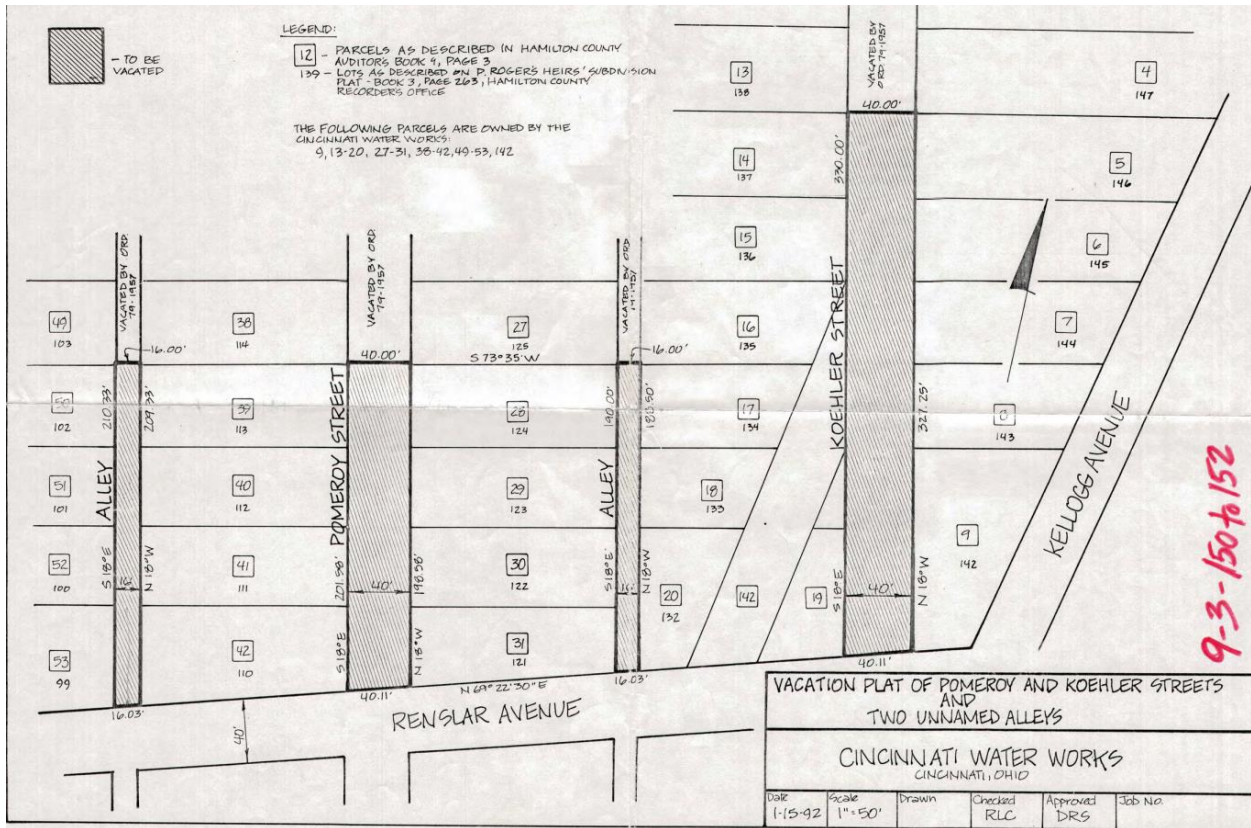
 SGC ENGINEERING 3850 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (502)-581-6031	DUKE ENERGY OHIO, INC. <b>EASEMENT EXHIBIT</b>		 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361
	EASEMENT ACROSS THE LAND OF <b>THE CITY OF CINCINNATI</b> KELLOGG AVENUE, CINCINNATI HAMILTON COUNTY, OHIO		
SITE #: 114885 REVISION: 0	DATE: 11/01/2022 DRAWN BY: D.J. CHECK BY: CRM	SCALE: NTS OFFICIAL RECORD: 11764 PAGE: 1520	4 OF 4

11/08/2022 11:38am - K:\PROJECTS\2018001-HDR-Duke-Line 000A-EX00\DWG\PLATS\Checking\CAD Packages\Civil\_Golf\_Course\Civil\_Golf\_Course.dwg

**Exhibit B**  
to Grant of Easement  
*Legal Description-the Property*

**Tract I**

**Property Address:** None; Vacated former Koehler and Pomeroy Streets and unnamed alleys  
**Auditor's Parcel No.:** 009-0003-0152  
**Prior Instrument Ref.:** OR 5864, Pg. 1876, Hamilton County, Ohio Records



**Tract II**

**Property Address:** 5735 Kellogg Ave.  
**Auditor's Parcel No.:** 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)  
**Prior Instrument Ref.:** DB 4036, Pg. 738; DB 3308, Pg. 534; Hamilton County, Ohio Records

All that certain lot of parcel of ground situated in the Town of California, now a part of the City of Cincinnati, Hamilton County, Ohio, known and designated as Lot No. One Hundred and Forty-two (142) in Roger's Addition to California, a plat of which is recorded in Plat Book 3, Page 263, Hamilton County, Ohio Records.

Being the same premises conveyed to Sarah J. Treuheit by Deed recorded in Deed Book 4008, Page 1293, Hamilton County, Ohio records.



Exhibit B (Cont.)

Also the following property:

Situated in Anderson Township being part of Lot one hundred thirty-two (132) and part of Lot one hundred thirty-three (133) of Patrick Rogers Subdivision as per plat recorded in Plat Book 3, Page 263, of the Records of Hamilton County, Ohio. Said parts of Lots 132 and 133 lying between the former right-of-way of the C.G. & P.R.R. Co., now owned by the City of Cincinnati; Koehler Street and Renslar Avenue and being more particularly described as follows:

Beginning at a point which is the northwest corner of Koehler Street and Renslar Avenue S.  $69^{\circ} 22\frac{1}{2}'$  W. a distance of 54.00 feet along the north line of Renslar Avenue; thence N.  $4^{\circ} 9' 22''$  E., 143.03 feet along the east line of the former C. G. & P. R. R. Co.; thence S.  $18^{\circ}$  E. 130.00 feet along the west line of Koehler Street to the place of beginning.

Area = .08 Acre

Being part of the same premises conveyed to the grantor herein by deed dated December 30, 1927 and recorded in Deed Book 1451, page 310 of the Hamilton County, Ohio, Deed Records.

Together with all right, title and interest grantor may have in and to the abandoned right of way of the C.G. & P. RR. Co. which right of way is located along the western boundary of the above described tract.

Tract III

Property Address: None; Former Cincinnati, Georgetown, and Portsmouth Railroad Company right-of-way  
Auditor's Parcel No.: 009-0003-0142-90  
Prior Instrument Ref.: DB 1700, Pg. 209, Hamilton County, Ohio Records

Tract IV

Property Address: None  
Auditor's Parcel No.: 009-0003-0042-90  
Prior Instrument Ref.: DB 3907, Pg. 236, Hamilton County, Ohio Records

Situated in the County of Hamilton and State of Ohio, bounded and described as follows, to-wit:

The following described real estate situated in Anderson Township, Hamilton County, Ohio, and being known, numbered and designated as Lots Number One Hundred and ten (110), One Hundred and eleven (111) and One Hundred and twelve (112) of Rogers' Addition to the village of California, Ohio, as recorded in Plat Book 3, Page 263 Recorder's office of Hamilton County, Ohio.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 3496, Page 275, Hamilton County, Ohio Records.

Exhibit B (Cont.)

Tract V

Property Address: 5746 Linneman Street  
Auditor's Parcel No.: 009-0003-0053-90  
Prior Instrument Ref.: DB 3439, Pg. 478, Hamilton County, Ohio Records

Situate in the City of Cincinnati, Hamilton County, Ohio and being all of Lots Nos. 99, 100, 101 and 102 as designated on the plat of Roger's Addition to California as recorded in Plat Book 3, page 263, Hamilton County, Ohio, Plat Records.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 2232, pages 17 and 135, and by Certificate of Transfer recorded in Deed Book 3423, page 178, Hamilton County, Ohio Deed Records, and by deed recorded in Deed Book 3427, page 771, Hamilton County, Ohio records.

Exhibit B (Cont.)

Tract VI

Property Address: 5745 Linneman Street  
Auditor's Parcel No.: 009-0003-0146-90  
Prior Instrument Ref.: DB 3528, Pg. 445, Hamilton County, Ohio Records

Situate, lying and being in Military Survey 395 in the City of Cincinnati, County of Hamilton, State of Ohio, and being a part of Linneman Street and a part of an Unnamed Alley as laid out and dedicated to public use on the plat of P. Roger Heirs' Subdivision as recorded in Plat Book 3, page 263, Hamilton County Recorder's Office and being more particularly described as follows:

LINNEMAN STREET

Beginning at the intersection of the north line of Renslar Avenue (a 40 foot street) and the west line of Linneman Street (a 40 foot street); thence northwardly, along the west line of Linneman Street, 221.58 feet to the southern terminus of that portion of Linneman Street vacated by Ordinance No. 79-1957; thence eastwardly, along said southern terminus, 40 feet to the east line of Linneman Street; thence southwardly, along the east line of Linneman Street, 218.67 feet to the north line of Renslar Avenue; thence westwardly, along the north line of Renslar Avenue, 40 feet, more or less, to the place of beginning.

Tract VII

Property Address: 5745 Linneman Street  
Auditor's Parcel No.: 009-0003-0064-90  
Prior Instrument Ref.: DB 3505, Pg. 576, Hamilton County, Ohio Records

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered and designated as Lots Nos. 88, 89, 90 and 91 as laid down on the Plat of California, as made by the heirs of Patrick Rogers, deceased, as per plat recorded in Plat Book 3, page 263, Hamilton County, Ohio, Plat Records.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 2309, page 407, Hamilton County, Ohio records.

## Exhibit B (Cont.)

### Tract VIII

**Property Address:** 5753-5781 Haney Street  
**Auditor's Parcel Nos.:** 009-0002-0064-00 & 009-0002-0012 thru-0019  
**Prior Instrument Ref.:** DB 3328, Pg. 293; PB 113, Pg. 9-10; & DB 3300, Page 129, Hamilton County, Ohio Records

Beginning at the southeast corner of Lot 1 of Block 30 of T. J. Murdock's Subdivision in Military Survey 395, Anderson Township, Cincinnati, Hamilton County, Ohio, platted in Plat Book 1, Page 69 in the Hamilton County Ohio, Recorder's Office; thence, proceeding northwardly along the east lines of lots 1,2,3,4,5,6,7, and 8 of Block 30, of the said Murdock's Subdivision (which lines form the west line of the present Haney Street) three hundred ninety-four feet (394.00') to the south line of Renslar Avenue (formerly Miller Street); thence, eastwardly forty feet to the west line of P. Roger's Heirs' Subdivision (found in Plat Book 3, Page 263, Hamilton County, Ohio, Recorder's Office); thence, southwardly along the said west line of the P. Roger's Heirs' Subdivision (which is the east line of the present Haney Street) three hundred ninety-four feet (394.00 feet to the north line of Kenwood Avenue (formerly Vail Street)); thence, forty feet (40') west to the place of beginning.

### **Also:**

Situate in the City of Cincinnati, Hamilton County, Ohio, and being all those certain lots or parcels of land situate in the Town of California, (now City of Cincinnati) known and designated as Lot Nos. 1, 2, 3, 4, 5, 6, 7, and 8 in Block 30 in Thomas I. Murdock's Subdivision, as recorded in Plat Book 1, Page 69, Hamilton County, Ohio Records.

### Tract IX

**Property Address:** 5651 Kellogg Avenue  
**Auditor's Parcel No.:** 007-0003-0228-00  
**Prior Instrument Ref.:** OR 11764, Pg. 1520, Hamilton County, Ohio Records

Situated in Military Survey No. 395, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Southwest Corner of Registered Land Certificate No. 226390 said point being South 0.90 feet and East 0.98 feet from an existing concrete leaning monument; thence South 76°06'13" West, 591.84 feet to an existing concrete monument; thence South 4°08'06" West, 295.36 feet to a set Iron Pin being the Place of Beginning; thence North 85°51'54" West, 399.68 feet to a set Iron Pin; thence South 36°23'36" West, 130.17 feet to a set Iron Pin; thence South 53°36'24" East, 115.40 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 386.63 feet, and a chord bearing South 16°13'06" East, 469.53 feet, a distance of 504.59 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 132.45 feet, and a chord bearing South 13°07'57" East, 149.28 feet, a distance of 158.59 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 219.28 feet, and a chord bearing South 24°08'56" East, 173.37 feet, a distance of 178.24 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 150.65 feet, and a chord bearing South 22°02'22" West, 117.26 feet, a distance of 120.44 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 254.93 feet, and a chord bearing South 56°54'57" West, 105.78 feet, a distance of 106.55 as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 153.56 feet, and a chord bearing North 85°28'12" West, 132.90 feet, a distance of 137.44 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 67.09 feet, and a chord bearing North 86°47'33" West, 60.84 feet, a distance of 63.15 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 89.13 feet, and a chord bearing South 22°42'11" West, 122.81 feet,



**Exhibit B (Cont.)**

a distance of 135.47 feet as measured along said curve to a set Iron Pin; thence South 25°08'33" East, 316.08 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 183.08 feet, and a chord bearing South 76°07'31" West, 359.11 feet, a distance of 647.18 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 338.49 feet, and a chord bearing North 17°52'58" West, 178.36 feet, a distance of 180.49 feet as measured along said curve to a set Iron Pin; thence North 30°59'44" West, 484.42 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 546.89 feet, and a chord bearing North 23°37'00" West, 140.48 feet, a distance of 140.87 feet as measured along said curve to a set Iron Pin; thence South 85°19'50" West, 97.05 feet to a set Iron Pin; thence North 39°08'35" West, 194.48 feet to a set Iron Pin; thence North 60°55'16" West, 77.06 feet to a set Iron Pin; thence on a curve to the left, said curve having a radius of 316.26 feet, and a chord bearing South 9°45'47" East, 396.71 feet, a distance of 428.80 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 273.02 feet, and a chord bearing South 7°54'05" East, 356.09 feet, a distance of 387.91 feet as measured along said curve to a set Iron Pin; thence South 46°14'21" East, 348.04 feet to a set Iron Pin; thence South 42°54'10" West, 206.70 feet to a set Iron Pin; thence North 57°12'32" West, 571.45 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 263.95, and a chord bearing North 33°56'14" West, 208.57 feet, a distance of 214.42 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 38.22 feet, and a chord bearing North 79°56'00" West, 71.50 feet, a distance of 92.42 feet as measured along said curve to a set Iron Pin; thence South 27°33'39" West, 409.21 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 135.28 feet, and a chord bearing North 82°12'30" West, 254.61 feet, a distance of 331.64 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 487.20 feet, and a chord bearing North 2°54'54" East, 250.42 feet, a distance of 253.26 feet as measured along said curve to a set Iron Pin; thence North 18°14'03" East, 1092.55 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 272.01 feet, and a chord bearing North 56°48'44" East, 339.24 feet, a distance of 366.30 feet as measured along said curve to a set Iron Pin; thence North 82°12'11" West, 361.73 feet to a set Iron Pin; thence South 19°05'02" West, 430.57 feet to a set Iron Pin; thence South 37°00'20" West, 391.30 feet to a set Iron Pin; thence South 3°30'26" West, 616.24 feet to a set Iron Pin; thence South 8°02'06" East, 366.99 feet to a set Iron Pin; thence South 19°50'03" East, 596.19 feet to a set Iron Pin; thence South 71°16'02" West, 86.86 feet to a set Iron Pin; thence North 19°50'03" West, 597.91 feet to a existing concrete monument; thence South 72°36'50" West, 32.72 feet to a existing concrete monument; thence North 5°11'45" West, 902.26 feet to a set Iron Pin in the East line of existing Kellogg Avenue, 60'R/W; thence continuing in said east line for the following 2 courses, North 12°01'47" East, 622.89 feet to a set Iron Pin; thence North 17°55'04" East, 237.60 feet to a set Iron Pin; thence along the East line of Proposed Kellogg Avenue, 60' R/W, as built, the following 6 courses, on a curve to the right, said curve having a radius of 270.00 feet, and a chord bearing North 56°24'01" East, 183.25 feet, a distance of 186.97 feet as measured along said curve to a set Iron Pin; thence North 76°14'17" East, 583.88 feet to a set Iron Pin; thence on a curve to the left, said curve having a radius of 330.00 feet, and a chord bearing North 31°34'30" East, 463.94 feet, a distance of 514.48 feet as measured along said curve to a set Iron Pin; thence North 13°05'17" West, 346.56 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 1370.00 feet, and a chord bearing North 7°23'13" West, 272.18 feet, a distance of 272.63 feet as measured along said curve to a set Iron Pin; thence North 1°41'10" West, 44.84 feet to a set Iron Pin in the east line of existing Kellogg Avenue, 60'R/W; thence continuing in said East line the following 2 courses, North 4°14'04" East, 277.71 feet to a set Iron Pin; thence North 33°59'56" West, 92.36 feet to a set Iron Pin; thence North 62°43'05" East, 249.83 feet to a existing concrete monument; thence North 62°55'43" East, 238.34 feet to a existing Iron Pin; thence North 52°25'02" East, 123.88 feet to a existing Iron Pin; thence North 2°14'12" West, 213.64 feet to a set Iron Pin; thence North 70°41'20" East, 217.93 feet to a existing concrete monument; thence South 71°22'48" East, 407.56 feet to a existing concrete monument; thence South 52°25'49" East, 759.46 feet to a existing concrete monument; thence South 59°46'18" East, 172.29 feet to a existing concrete monument; thence South 13°51'41" East, 1050.00 feet to the Southwest Corner of Registered Land Certificate No. 226390 said point being South 0.90 feet and East 0.98 feet from a existing concrete leaning monument; thence

**Exhibit B (Cont.)**

South 76°06'13" West, 591.84 feet to a existing concrete monument; thence South 4°08'06" West, 295.36 feet to the Place of Beginning. Containing 6,299,269 square feet (144.611 acres) of land, more or less. Bearing are based on State Plane Coordinates, NAD83 (NSRS2007), State Plane Zone- Ohio South (3402). Subject to all legal highways, easements, and restrictors of record. This legal description is based on a survey performed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

**October 25, 2023**

202302264

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

---

Attached is an Emergency Ordinance captioned:

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

The Administration recommends passage of this Emergency Ordinance.

cc: Jason Barron, Director, Cincinnati Park Board

**EMERGENCY**

**CHM**

**- 2023**

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

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

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

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

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

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$38,478, which Grantee has agreed to pay; and

WHEREAS, the Park Board approved granting the Easement to Grantee at its regular meeting on September 21, 2023; and

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

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

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

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

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

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$38,478, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Park Board Permanent Improvement Fund 752.

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

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

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

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

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

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

[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Magrish Preserve & Otto Armleder

## **GRANT OF EASEMENT**

In consideration of the sum of \$38,478 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easements, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), in, upon, through and across, and under portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor. Grantee shall ensure that Grantor's public utility lines and facilities are not disturbed and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired.

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

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

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

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$38,478, which has been deposited with the Real Estate Services Division.

The Park Board approved the Easements and Temporary Construction Easements at its meeting on [\_\_\_\_\_].

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

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

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

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



for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

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

Exhibit A – *Survey Plats*

Exhibit B – Legal Description - Property

[Grantor Signature Page Follows]

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

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

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

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

Approved by:

\_\_\_\_\_  
Jason Barron, Director  
Cincinnati Park Board

Approved as to Form:

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

[Grantee Signature Page Follows]

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

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

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

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

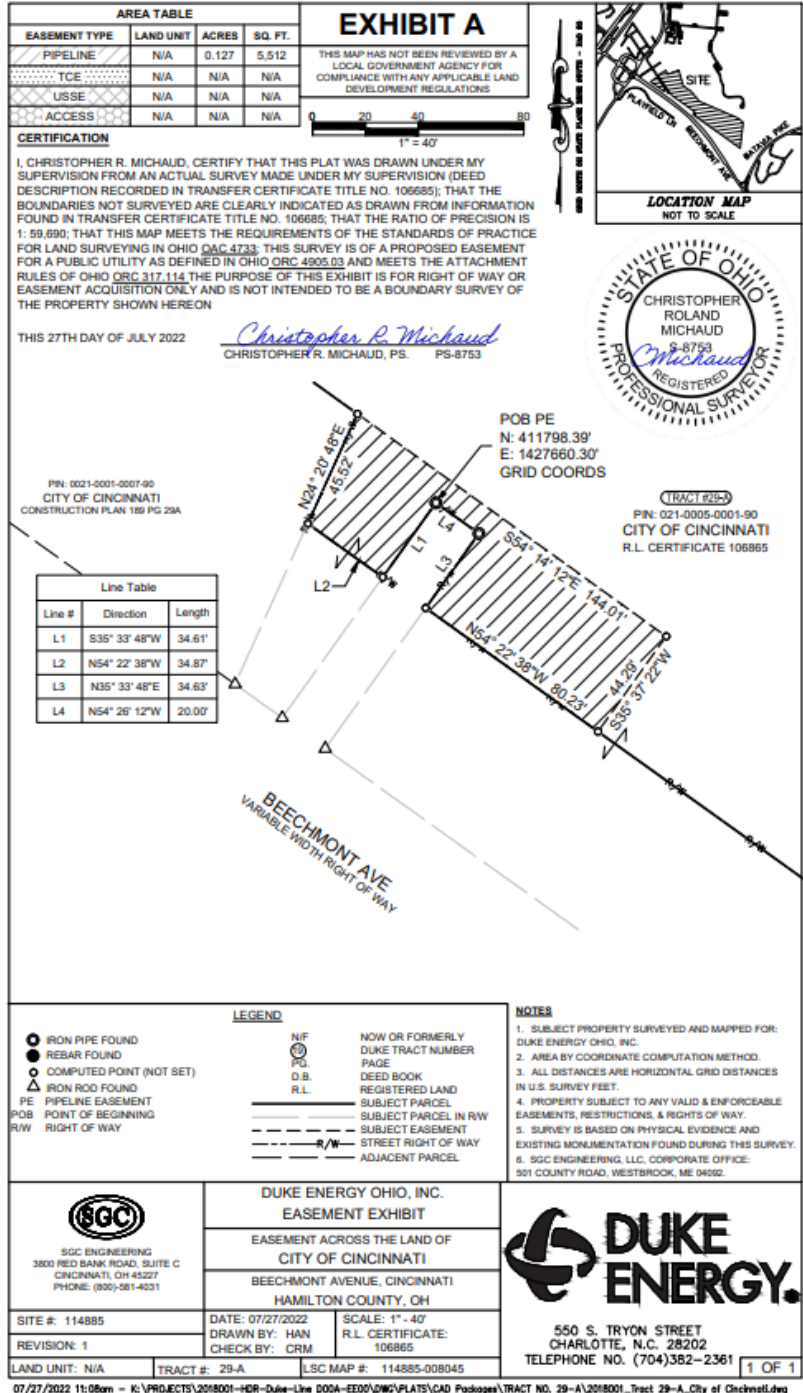
This instrument prepared by:

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

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

**Exhibit A**  
to Grant of Easement

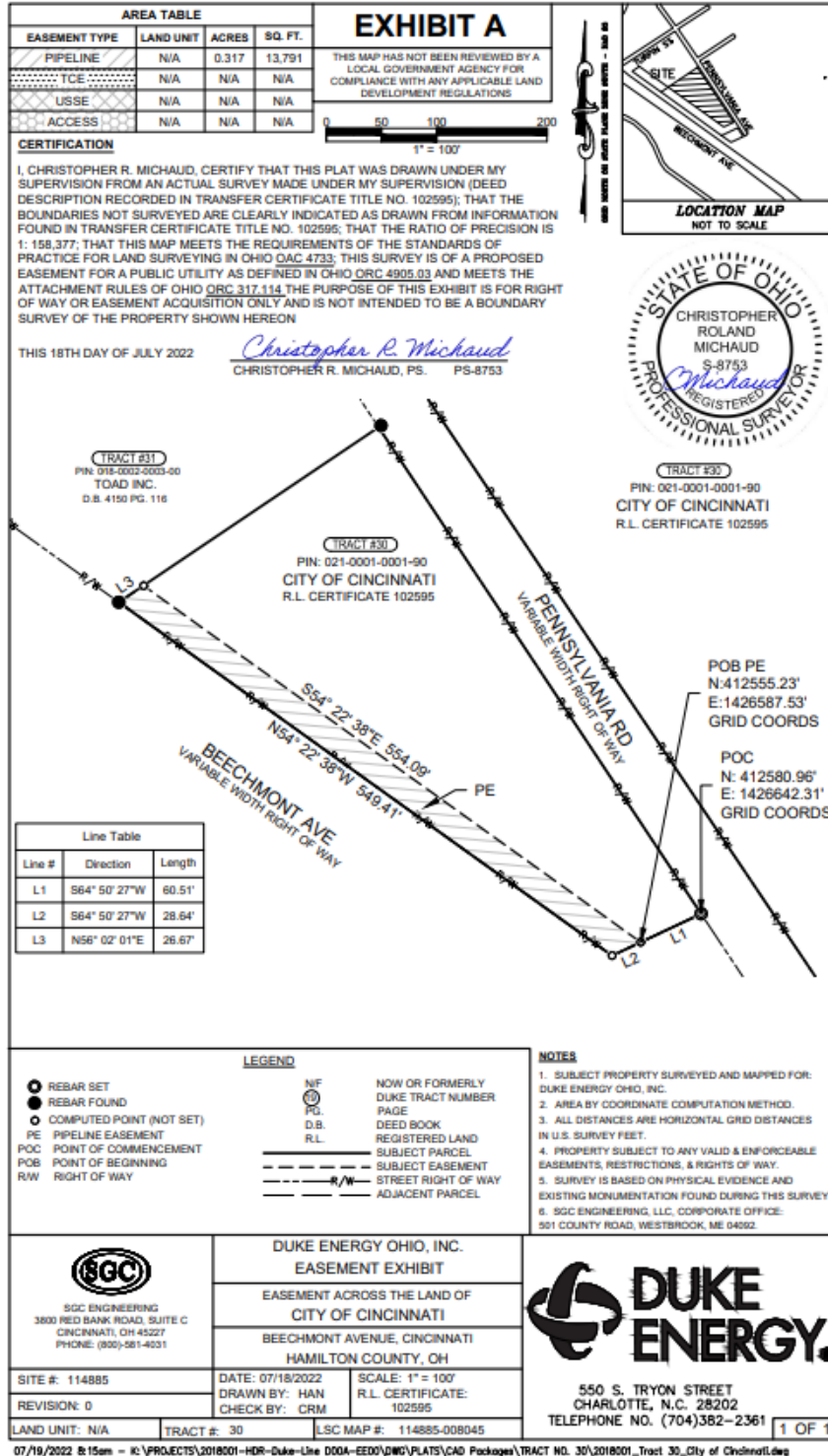
**Tract I**  
Auditor's Parcel No.: 021-0005-0001-90



**Exhibit A (Cont.)**

**Tract II**

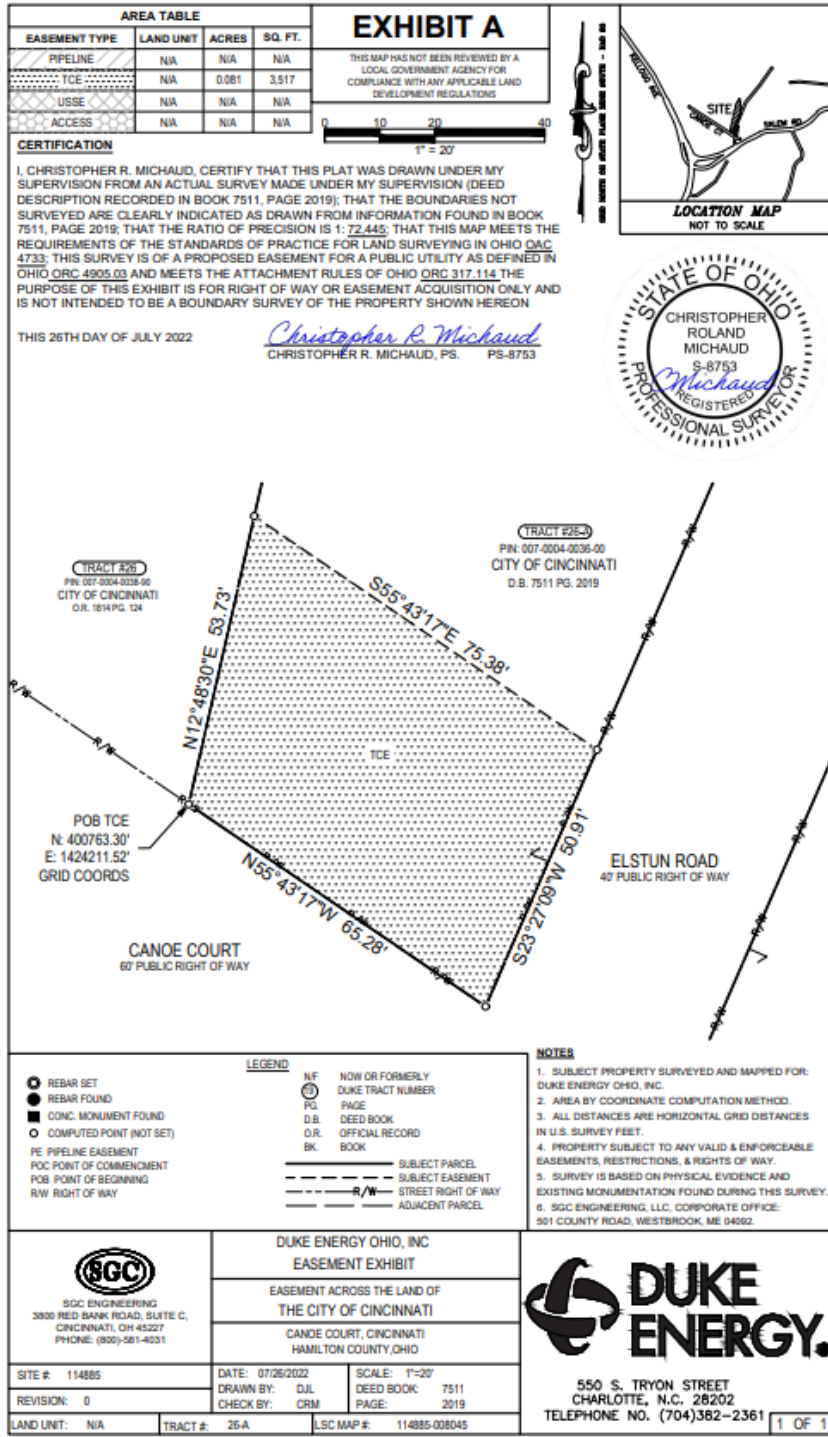
**Auditor's Parcel No.:** 021-0001-0001-90



**Exhibit A (Cont.)**

**Tract III**

**Auditor's Parcel No.:** 007-0004-0036-00



**Exhibit B**

**Tract I**

**Property Address:** Beechmont Avenue  
**Auditor's Parcel No.:** 021-0005-0001  
**Prior Instrument Ref.:** RL Cert Book 291, Pg. 306, Hamilton County, Ohio Registered Land Records Certificate No. 106865

SITUATE IN SECTIONS 13 AND 19, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR AT THE NORTHEAST CORNER OF SECTION 19, SAID IRON BAR ALSO BEING THE NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 0°36'13" EAST, ALONG THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, 1097.38 FEET TO THE PLACE OF BEGINNING FOR THE PARCEL OF LAND HEREIN TO BE DESCRIBED, THENCE NORTH 22°02' WEST, 569.23 FEET TO AN IRON BAR, THENCE SOUTH 62°03' WEST, 398.43 FEET TO AN IRON BAR, THENCE NORTH 32°19' WEST 161.47 FEET TO AN IRON BAR IN THE SOUTHERLY LINE OF HOADLY LANE, THENCE SOUTH 50°24' WEST, ALONG THE SOUTHERLY LINE OF HOADLY LANE 327.16 FEET TO AN IRON BAR AT THE SOUTHEAST CORNER OF PENNSYLVANIA AVENUE AND HOADLY LANE, THENCE SOUTH 39°36' EAST, ALONG THE EASTERLY LINE OF PENNSYLVANIA AVENUE 708.95 FEET TO AN IRON BAR, THENCE NORTH 58°27' EAST, 11.48 FEET TO AN IRON BAR, THENCE SOUTH 39°36' EAST, 115.56 FEET THENCE SOUTH 59°58' EAST, 970.13 FEET TO AN IRON BAR, THENCE SOUTH 18°37' WEST 112.22 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE SOUTH 60°10' EAST 21.90 FEET TO AN IRON BAR, THENCE NORTH 29°50' EAST 100.00 FEET TO AN IRON BAR, THENCE SOUTH 60°10' EAST, 20.00 FEET TO AN IRON BAR, THENCE SOUTH 29°50' WEST 100.00 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE SOUTH 60°10' EAST, ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE 1947.70 FEET TO AN IRON BAR AT THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER, THENCE UP THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER NORTH 3°19' WEST 535.19 FEET, THENCE NORTH 7°29' EAST 368.29 FEET, THENCE LEAVING SAID RIVER NORTH 58°27' WEST, 256.74 FEET, THENCE NORTH 69°57' WEST 561.00 FEET, THENCE NORTH 73°52' WEST, 858.00 FEET TO AN IRON BAR, THENCE NORTH 45°30' WEST 462.00 FEET TO AN IRON BAR, THENCE NORTH 61°06' WEST, 318.12 FEET TO A POINT OF THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, AND THE PLACE OF BEGINNING.

CONTAINING 47.85 ACRES OF LAND.

**Exhibit B (Cont.)**

**Tract II**

**Property Address:** Beechmont Avenue  
**Auditor's Parcel No.:** 021-0001-0001 & 021-0001-0002  
**Prior Instrument Ref.:** RL Cert Book 279, Pg. 794, Hamilton County, Ohio Registered Land Records Certificate No. 102595

Commencing at an iron bar at the northeast corner of Sec. 19, said iron bar being the northwest corner of Sec. 13; thence, S0°36'13"E, along the Sec. line between Sec. 19 and Sec. 13, 1674.49 feet to a point; thence N59°58'W, 432.73 feet to an iron bar; thence, N39°36'W, 115.56 feet to an iron bar; thence, S58°27'W, 61.98 feet to a point in the westerly line of Pennsylvania Avenue; thence, N39°36'W along the westerly line of Pennsylvania Avenue, 150.54 feet to an iron bar and the place of beginning for the parcel of land herein to be described, thence S58°48'W 87.98 feet to an iron bar; thence, N61°09'W, 542.52 feet to an iron bar; thence, N50°24'E, 286.35 feet to an iron bar in the westerly line of Pennsylvania Avenue; thence, S39°36'E, along the westerly line of Pennsylvania Avenue 517.38 feet to an iron bar and the place of beginning.

Containing 2.17 acres of land.

**Tract III**

**Property Address:** Elstun Road  
**Auditor's Parcel No.:** 007-0004-0036-00  
**Prior Instrument Ref.:** OR 7511, Pg. 2019, Hamilton County, Ohio Records

BEGINNING at a point in the west line of Lot 7 of W. P. Elstun Farm Subdivision, plat of which is recorded in Plat Book 4, Page 60, Hamilton County, Ohio Records, which point lies South 25° 30' West 199.39 feet from the northwest corner of said Lot No. 7; thence from said point of beginning South 20° 28' East 64.76 feet to a point; thence South 6° 58' East 100 feet to a point; thence South 0° 26' West 100 feet to a point; thence South 2° 33' West 100 feet to a point; thence South 3° 45' West 28.53 feet to a point; thence South 3° 45' West 303.12 feet to a point in Kellogg Avenue as now constructed; thence North 62° 27' West 157.26 feet to a point in Kellogg Avenue as now constructed; thence North 8° 30' East 528 feet along the west line of said Lot 7 to a point; thence North 25° 30' East 108.61 feet to the point and place of beginning.





**October 25, 2023**

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

---

Attached is an Emergency Ordinance captioned:

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

The Administration recommends passage of this Emergency Ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission

**EMERGENCY**

**CHM**

**- 2023**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

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

\_\_\_\_\_

Aftab Pureval, Mayor

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

Clerk

ATTACHMENT A

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[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Various CRC properties

### **GRANT OF EASEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – *Survey Plats*

Exhibit B – Legal Description - Property

[Grantor Signature Page Follows]



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

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

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

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

Approved by:

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

Approved as to Form:

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

*[Grantee Signature Page Follows]*

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

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

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

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

This instrument prepared by:

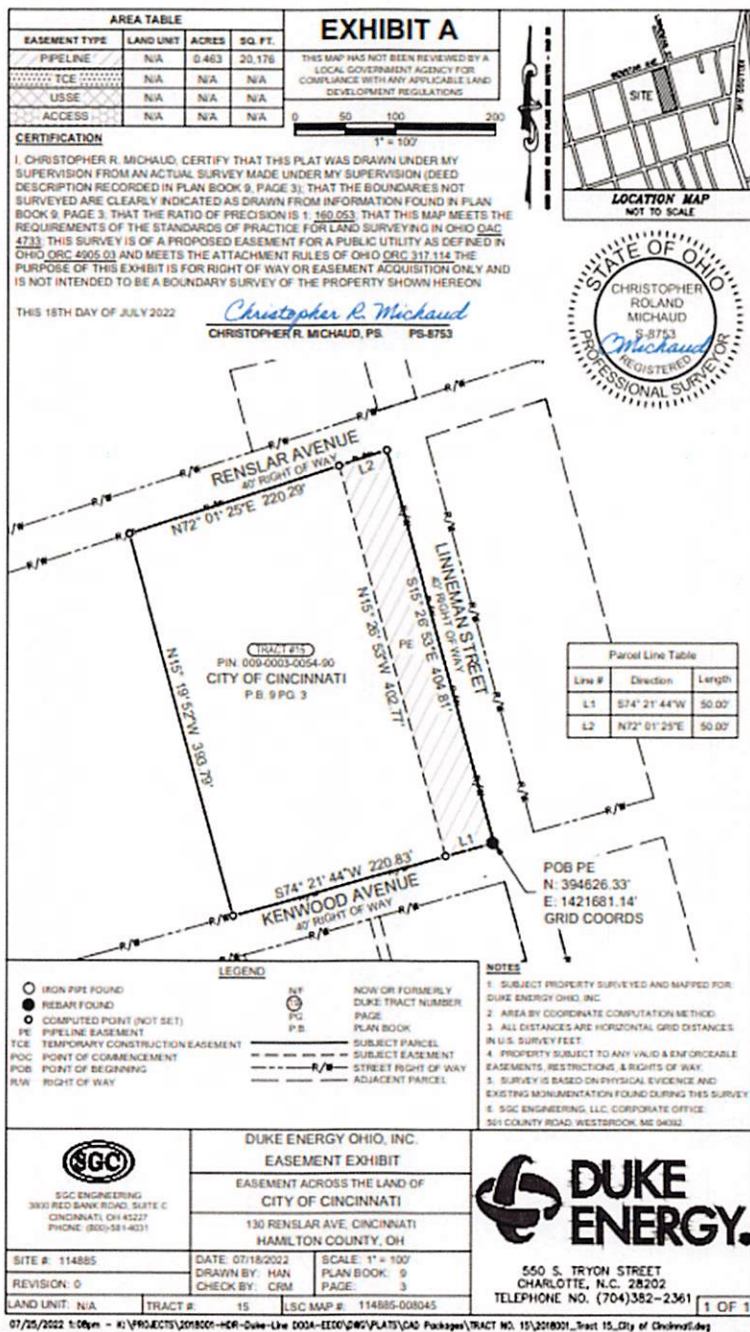
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, OH 45202

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

**Exhibit A**  
to Grant of Easement

**Tract I**

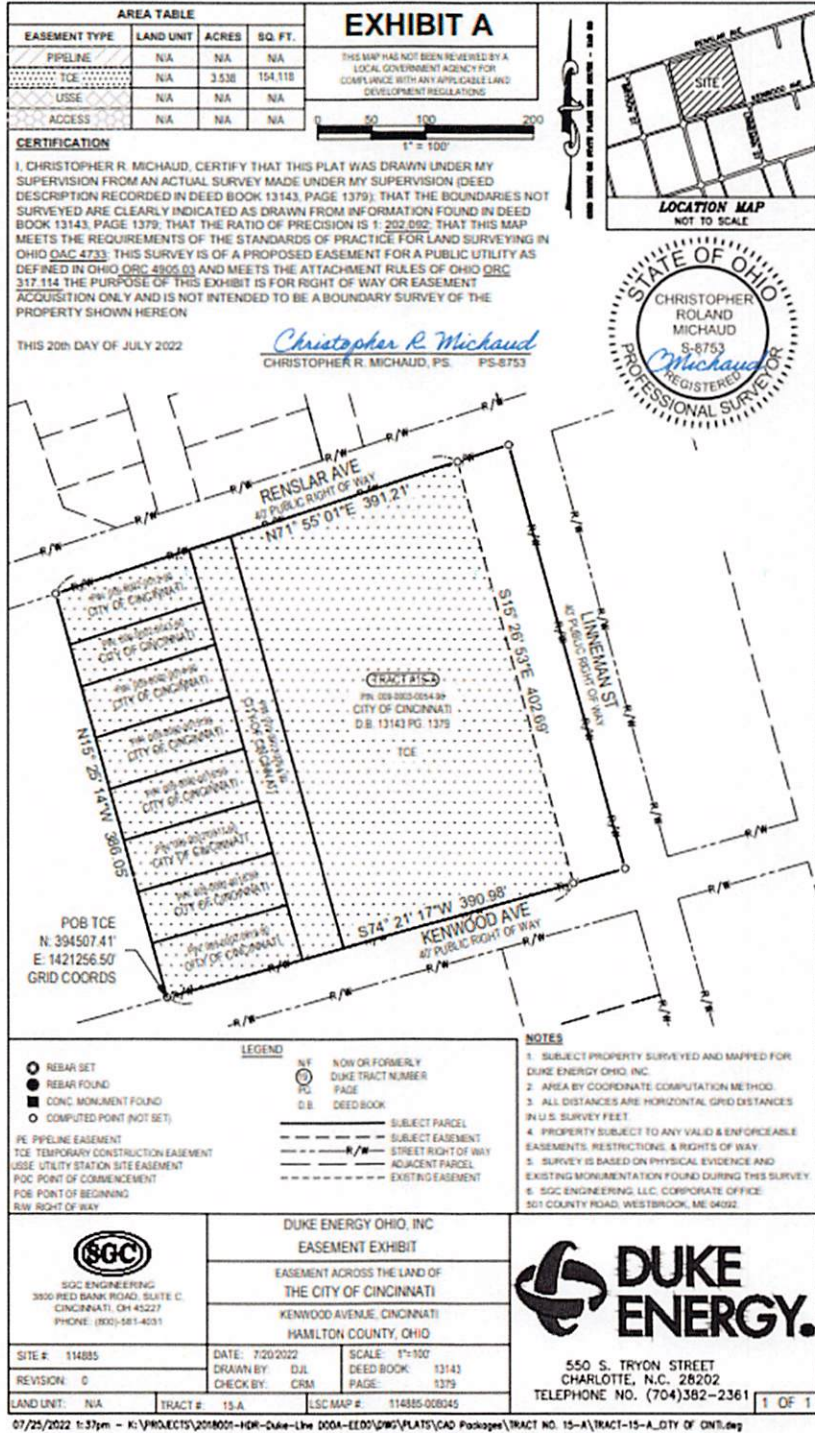
Auditor's Parcel No.: 009-0003-0120 thru -0135 & 009-0003-0145



**Exhibit A (Cont.)**

**Tract I**

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

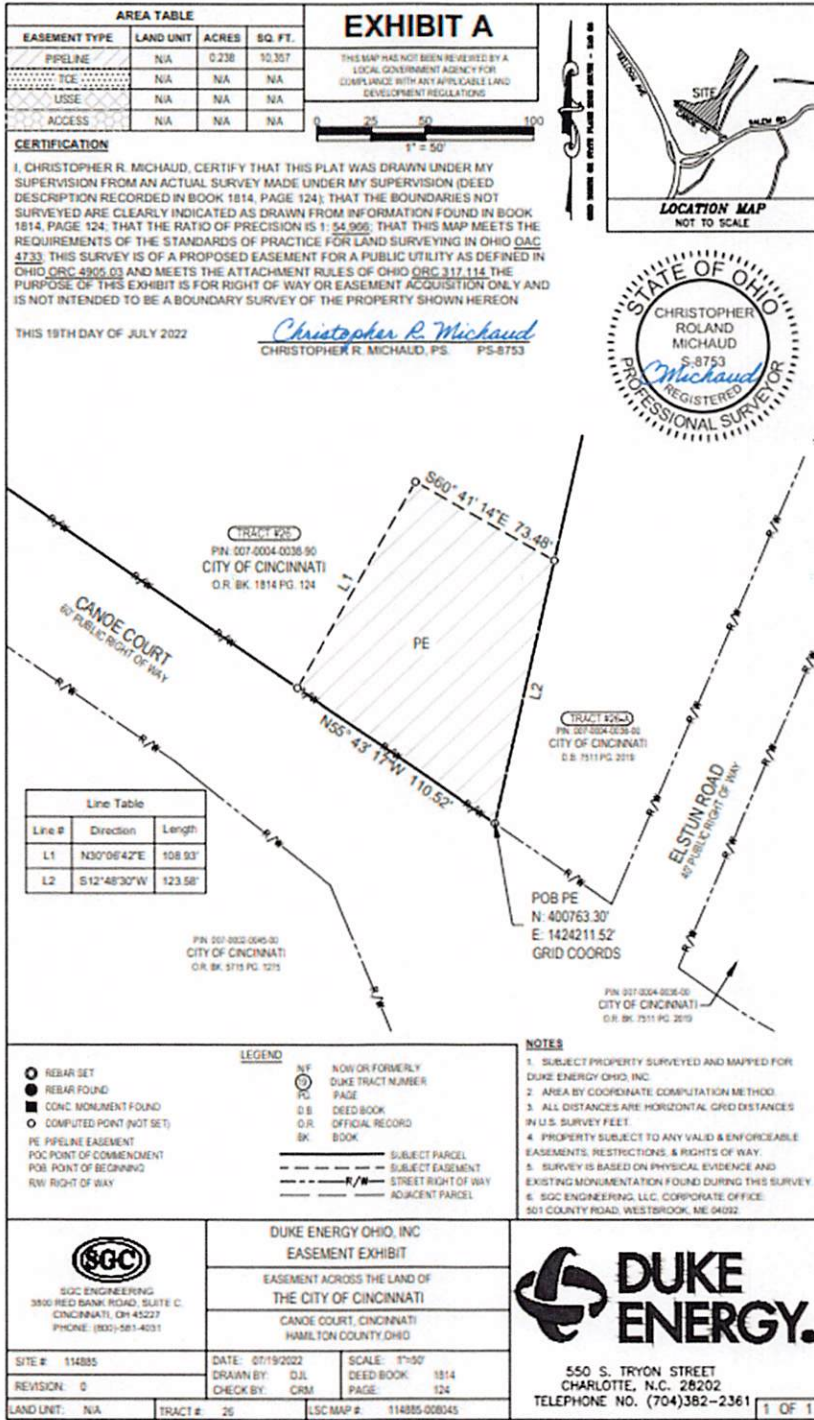




**Exhibit A (Cont.)**

**Tract II**

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



**Exhibit B**

**Tract I**

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

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

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

**Also:**

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

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

**Also:**

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

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

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

**Tract II**

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

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



October 25, 2023

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

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Attached is an Emergency Ordinance captioned:

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

The Administration recommends passage of this Emergency Ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission



## EMERGENCY

CHM

- 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to grant the Easements to Grantee so that Grantee may begin construction without delay and within timelines established by the Ohio Department of Transportation.

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

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

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

---

[SPACE ABOVE FOR RECORDER'S OFFICE]

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

#### GRANT OF EASEMENT

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

#### Recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5. Insurance**

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

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

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

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

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

(v) Workers Compensation insurance as required by law.

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

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

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

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

**6. Default; Remedies.**

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

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

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

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

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



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

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

12. **General Provisions.**

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

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

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

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

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

(E) **Official Capacity.** All representations, warranties, covenants, agreements and obligations of the City and Grantee under this instrument shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future member, officer, agent or employee of the City or Grantee in other than his or her official capacity. No official executing or approving the City's or Grantee's participation in this instrument shall be personally liable under this instrument.

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

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

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

Exhibit A – *Legal Description—the Property*

Exhibit B – *Surveys*

Exhibit C – *Legal Description–Easement Areas*

*[Signature Pages Follow]*

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

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

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

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

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

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

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

Approved by:

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

Approved as to Form:

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

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

[GRANTEE'S SIGNATURE PAGE FOLLOWS]

Accepted and agreed to by:

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

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

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

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A (Cont.)**

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

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

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

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

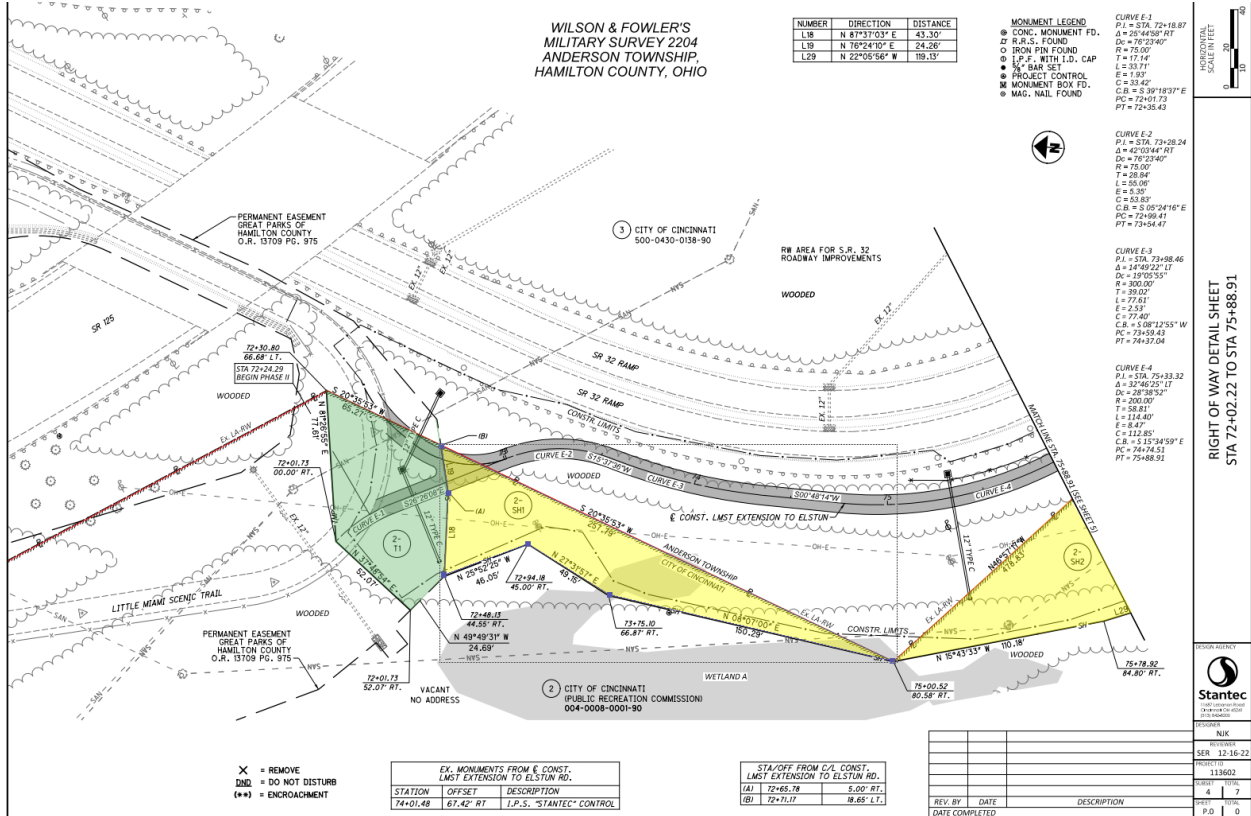
thence South 86° 26' 10" East along the northerly line of said Survey 2204 a distance of 268.28 feet to a point in the center line of Beechmont Avenue and the place of beginning. Subject to all legal highways.

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

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

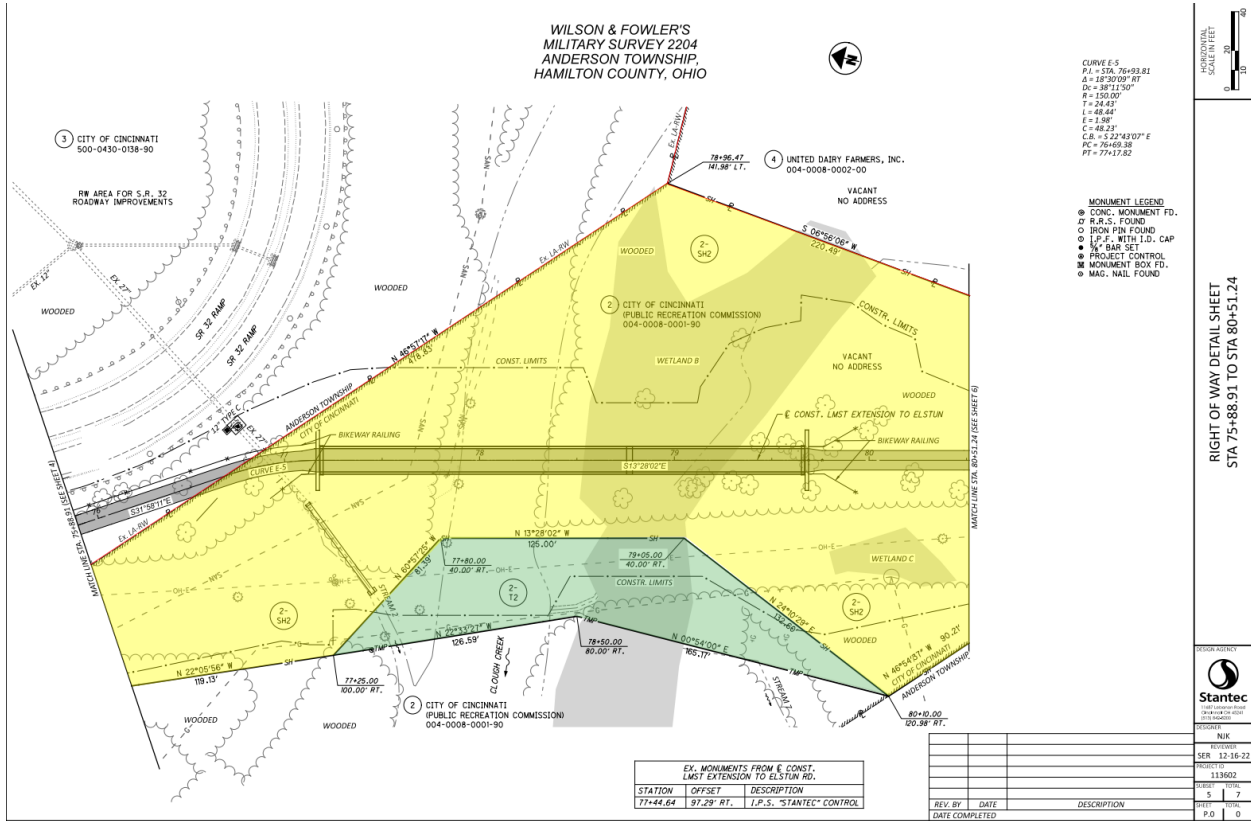
## EXHIBIT B to Grant of Easement Surveys

### Project Parcels 2-SH1 & 2-T1



# EXHIBIT B (Cont.)

## Project Parcels 2-SH2 & 2-T2







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

**Project Parcel 2-SH1**

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C (Cont.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

**EXHIBIT C (Cont.)**

**Project Parcel 2-SH2**

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public

Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows;

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

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

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

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

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

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

2. Thence North 77 deg. 55 min. 10 sec. West, a distance of 522.29 feet to a point of curvature, said point being a common corner of said Parcel I and said 12.7-acre tract, being 12.87 feet left of Centerline Construction station 81+55.86; said point being the **Point of True Beginning** of the herein described parcel; said point being further located as being North 06 deg. 56 min. 06 sec. East, a distance of 0.09 feet from a 1 inch pipe found;

Thence along the existing northerly right-of-way line of Elstun Road and the southerly line of said 12.7 acre tract, with a curve to the left, having a radius of 508.30 feet, a central angle of 15 deg. 10 min. 04 sec., an arc length of 134.56 feet, the chord to which bears North 85 deg. 30 min. 12 sec. West a distance of 134.17 feet to a point in the southwesterly line of said original 30.409 acre tract, at a southwesterly corner of said 12.7 acre tract, being 74.62 feet right of Centerline Construction station 80+70.86;

Thence North 46 deg. 54 min. 37 sec. West, a distance of 90.21 feet along the southwesterly line of said original 30.409-acre tract and said 12.7-acre tract to a point, being 120.98 feet right of Centerline Construction station 80+10.00;

**EXHIBIT C (Cont.)**

Thence the following five (5) courses and distances across said original 30.409-acre tract and said 12.7 acre tract;

1. Thence North 24 deg. 10 min. 29 sec. East, a distance of 132.60 feet to a point being 40.00 feet right of Centerline Construction station 79+05.00;
2. Thence North 13 deg. 28 min. 02 sec. West, a distance of 125.00 feet to a point being 40.00 feet right of Centerline Construction station 77+80.00;
3. Thence North 60 deg. 57 min. 25 sec. West, a distance of 81.39 feet to a point being 100.00 feet right of Centerline Construction station 77+25.00;
4. Thence North 22 deg. 05 min. 56 sec. West, a distance of 119.13 feet to a point being 84.80 feet right of Centerline Construction station 75+78.92;
5. Thence North 15 deg. 43 min. 33 sec. West, a distance of 110.18 feet to an angle point in the northeasterly line of said 12.7-acre tract, being 80.58 feet right of Centerline Construction station 75+00.52;

Thence South 46 deg. 57 min. 17 sec. East, a distance of 478.83 feet along said northeasterly line of said 12.7-acre tract to a point at a common corner of said 12.7-acre tract and said Parcel I, being 141.98 feet left of Centerline Construction station 78+96.47;

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

1. Thence South 06 deg. 56 min. 06 sec. West, a distance of 220.49 feet to a point, being 37.47 feet left of Centerline Construction station 81+49.12;
2. Thence continuing South 06 deg. 56 min. 06 sec. West, a distance of 25.10 feet to the **Point of True Beginning** of the herein described parcel, containing 1.774 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 1.774 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

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

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

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

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

**EXHIBIT C (Cont.)**

**Project Parcel 2-T1**

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

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

Beginning at a point in the easterly line of said 12.7-acre tract, and in the southerly line of an existing Permanent Easement conveyed to Great Parks of Hamilton County by deed of record in Official Record 13709, Page 975, and the northerly line of a proposed Permanent Easement (Parcel 2-SH1), being 18.65 feet left of Centerline Construction station 72+71.17;

Thence the following three (3) courses and distances along the southerly line of said existing Permanent Easement conveyed to Great Parks of Hamilton County;

1. Thence South 76 deg. 24 min. 10 sec. West, a distance of 24.26 feet along the northerly line of said Parcel 2-SH1, to a point being 5.00 feet right of Centerline Construction station 72+65.78;
2. Thence South 87 deg. 37 min. 03 sec. West, a distance of 43.30 feet along the northerly line of said Parcel 2-SH1, to a point being 44.55 feet right of Centerline Construction station 72+48.13;
3. Thence North 49 deg. 49 min. 31 sec. West, a distance of 24.69 feet to a point being 52.07 feet right of Centerline Construction station 72+01.73;

Thence the following two (2) courses and distances across said 12.7-acre tract;

1. Thence North 37 deg. 48 min. 54 sec. East, a distance of 52.07 feet to a point being 0.00 feet right of Centerline Construction station 72+01.73;
2. Thence North 81 deg. 26 min. 55 sec. East, a distance of 77.61 feet to a point at a northeasterly corner of said 12.7 acre tract, being 66.68 feet left of Centerline Construction station 72+30.80;

Thence South 20 deg. 35 min. 53 sec. West, a distance of 65.27 feet along the easterly line of said 12.7 acre tract to the Point of True Beginning of the herein described parcel, containing 0.111 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 0.111 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

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

**EXHIBIT C (Cont.)**

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

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

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

**Project Parcel 2-T2**

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public

Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

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

Beginning at a point at in the southwesterly line of said original 30.409-acre tract and said 12.7 acre tract and in the westerly line of a proposed Permanent Easement (Parcel 2-SH2), being 120.98 feet right of Centerline Construction station 80+10.00;

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

1. Thence North 00 deg. 54 min. 00 sec. East, a distance of 165.17 feet to a point being 80.00 feet right of Centerline Construction station 78+50.00;
2. Thence North 22 deg. 33 min. 27 sec. West, a distance of 126.59 feet to a point in the westerly line of said Parcel 2-SH2, being 100.00 feet right of Centerline Construction station 77+25.00;

Thence the following three (3) courses and distances along the westerly lines of said Parcel 2-SH2;

1. Thence South 60 deg. 57 min. 25 sec. East, a distance of 81.39 feet to a point being 40.00 feet right of Centerline Construction station 77+80.00;
2. Thence South 13 deg. 28 min. 02 sec. East, a distance of 125.00 feet to a point being 40.00 feet right of Centerline Construction station 79+05.00;
3. Thence South 24 deg. 10 min. 29 sec. West, a distance of 132.60 to the Point of True Beginning of the parcel described herein, containing 0.230 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

**EXHIBIT C (Cont.)**

Of the above-described area, 0.230 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

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

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

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

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.





**Liz Keating**  
Councilmember

202302275

## Motion

**WE MOVE** for City Council to begin the annual review of the City Manager. The review will be based on the 10 categories listed below and will follow the timeline listed below.

**WE FURTHER MOVE** that the City Manager present to Council a self-evaluation, including the 10 categories listed below.

**WE FURTHER MOVE** that Councilmembers communicate to internal and external stakeholders to provide informal feedback to use for their own evaluation of the City Manager.

## Statement

This motion is to begin the annual City Manager review. Based on 10 categories (see below) the City Manager will provide a self-evaluation to Council following the timeline (see below). The 10 categories will be based on the five priorities of Council voted on during the budget and five additional priorities agreed upon by Council. Councilmembers are encouraged to communicate with internal and external stakeholders to gain informal feedback. This shall be used to aid them with their own evaluation of the City Manager.

Councilmember Liz Keating

Councilmember Jeff Cramerding

## **EVALUATION CATEGORIES**

The City Manager Review will be based on the following 10 categories, five priorities as voted on in the budget and five priorities as agreed upon by Council:

### **Budget Priorities:**

1. Public Safety & Health
2. Growing Economic Opportunities
3. Thriving Neighborhoods
4. Fiscal Stability
5. Excellent & Equitable Service Delivery

### **Council Priorities:**

1. Management: recruitment, retention, employee morale, major hires
2. Leadership: ability to prioritize, delegate, and lead
3. Government Efficiencies: remove unnecessary bureaucracy, move projects forward, use data-driven approach
4. Relationship with Council and Mayor
5. Communication Skills: Internal and external

## **PROPOSED TIMELINE**

- Monday, October 30, 2023: Budget & Finance Committee: Council deliberates and finalizes 10 categories to evaluate the City Manager and approves the timeline.
- Monday, November 13, 2023: Budget & Finance Committee: Council considers the City Manager's evaluation, including a possible motion to enter executive session (if approved by a majority of Council) to consider the employment and compensation of an employee.
- Monday, November 27, 2023: Budget & Finance Committee: Council considers the City Manager's evaluation, including a possible motion to enter executive session (if approved by a majority of Council) to consider the employment and compensation of an employee.
- Monday, December 4, 2023: Budget & Finance Committee: Deliberate and Release final report of the City Manager Review publicly and present report in committee and take action on any approved merit increase.



**Liz Keating**  
Councilmember

## Motion

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

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

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

## **Statement**

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

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

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

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

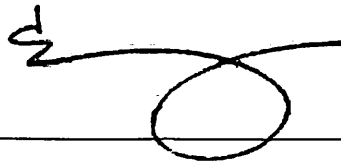
Society still functions as if every family has two parents - one who is the breadwinner and one who stays home to raise the children. This is not reality for the vast majority of Cincinnatians and the City must operate with a different mentality and expand its childcare programs to meet demand. The City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

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

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

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

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



Councilmember Liz Keating

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

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

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Transmitted herewith is an ordinance captioned as follows:

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

ESW/SDP (dmm)  
Attachment  
386267

# City of Cincinnati

SDP

11/23/23

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

- 2023

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

of the Cincinnati Municipal Code is hereby ordained as follows:

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

**Sec. 868-01. – Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Imminent threat of eviction” shall mean either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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