



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

---

Thursday, January 19, 2023

2:00 PM

Council Chambers, Room 300

---

#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### MAYOR AFTAB

#### Cincinnati Retirement System

1. [202300319](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Seth Walsh to the Board of Trustees of the Cincinnati Retirement System to fill the unexpired term of Councilmember Jeff Cramerding, expiring on January 26, 2026. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

**Recommendation** CONFIRM

**Sponsors:** Mayor

#### Cincinnati Southern Railway

2. [202300381](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Charlie Luken to the Cincinnati Southern Railway Board of Trustees for a term of five years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

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

**Sponsors:** Mayor

3. [202300364](#) **ORDINANCE**, submitted by Mayor Aftab Pureval, from Emily Smart Woerner, City Solicitor, **ESTABLISHING** certain policies and conditions regarding the application of residential Community Reinvestment Area real property tax abatements.

**Recommendation** EQUITABLE GROWTH AND HOUSING COMMITTEE

**Sponsors:** Mayor

#### MS. PARKS

4. [202300353](#) **MOTION**, submitted by Councilmember Parks, **WE MOVE** that the administration prepare a report within sixty (60) days outlining average fire department response times by neighborhood. For the neighborhoods with the longest response times, this report should also give suggestions on how to reduce this, including looking at the feasibility of implementing temporary fire

station structures.

**Recommendation** PUBLIC SAFETY & GOVERNANCE COMMITTEE

**Sponsors:** Parks

5. [202300380](#) **MOTION**, submitted by Councilmember Parks, **WE MOVE** that the administration prepare a report within sixty (60) days outlining the costs of supplying period products in the restrooms of city facilities. **WE FURTHER MOVE** that the administration begins supplying period products in at least one restroom per floor of City Hall.

**Recommendation** HEALTHY NEIGHBORHOODS COMMITTEE

**Sponsors:** Parks

## CITY MANAGER

6. [202300259](#) **REPORT**, dated 1/19/2023, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Cold Nights and Warm Spirits.

**Recommendation** FILE

**Sponsors:** City Manager

7. [202300342](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the City Manager to execute and implement the labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all Municipal Workers of the City of Cincinnati in the Public Service Department, Recreation Department, and Parking Facilities Division, and the City of Cincinnati, the updated terms of which are reflected in the summary attached hereto.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

8. [202300346](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the City Manager to execute an *Easement Plat* in favor of the Board of County Commissioners, Hamilton County, Ohio granting a utility easement across a portion of City-owned property generally located at 701 Covedale Avenue in Delhi Township, Hamilton County, Ohio.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

9. [202300352](#) **REPORT**, dated 1/19/2023, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Taylor Swift Pre-Party.

**Recommendation** FILE

**Sponsors:** City Manager

10. [202300354](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x231637, "Saks Acquisition - TIF," for the purpose of providing resources for the acquisition of the improvements located at 101 W. Fifth Street, commonly known as the Saks Fifth Avenue building; **AUTHORIZING** the transfer and appropriation of the sum of \$3,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund

481 to newly established capital improvement program project account no. 980x164x231637, "Saks Acquisition - TIF"; and DECLARING that expenditures from newly created capital improvement program project account no. 980x164x231637, "Saks Acquisition - TIF," to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

**Recommendation**

BUDGET AND FINANCE COMMITTEE

**Sponsors:**

City Manager

11. [202300355](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **ESTABLISHING** capital improvement program project account no. 980x203x232034, "Sawyer Point Public Landing Parking System," for the purpose of providing resources for the installation of new parking hardware and software systems for parking lots located at Sawyer Point and the Public Landing; **AUTHORIZING** the transfer and appropriation of up to \$61,385 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to newly established capital improvement program project account no. 980x203x232034, "Sawyer Point Public Landing Parking System"; and **AUTHORIZING** the transfer and appropriation of up to \$122,772 from the unappropriated surplus of Sawyer Point Fund 318 to newly established capital improvement program project account no. 980x203x232034, "Sawyer Point Public Landing Parking System."

**Recommendation** BUDGET AND FINANCE COMMITTEE**Sponsors:**

City Manager

12. [202300356](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the establishment of eleven new capital improvement program project accounts in the Department of Transportation and Engineering according to the attached Schedule of Appropriation, for the purpose of providing Southwest Ohio Regional Transit Authority Transit Infrastructure Fund resources for the timely completion of various public infrastructure projects throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a grant in the amount of up to \$18,345,830 from the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund to the various newly established capital improvement program project accounts according to the attached Schedule of Appropriation; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

**Recommendation** BUDGET AND FINANCE COMMITTEE**Sponsors:**

City Manager

13. [202300357](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the City Manager to accept and appropriate a donation in the amount of up to \$10,000 from Fifth Third Bank for the purpose of providing resources for the Black Is Excellence Banner Project; and **AUTHORIZING** the Finance Director to deposit the donated resources into

Human Relations Fund 435 revenue account no. 435x8571.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

14. [202300358](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the expenditure of funds for the purchase of refrigerators and microwaves for use by City employees in City workplaces, for the purpose of promoting employee efficiency and morale; **AUTHORIZING** the City Manager to establish policies specifying the circumstance in which such funds may be expended, as well as controls to ensure the appropriate expenditure of such funds; and further **DECLARING** that such expenditures serve a public purpose.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

15. [202300362](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the City Manager to execute a Property Sale Agreement with BAM Realty Group, LLC, pursuant to which the City will vacate and convey a portion of the public right-of-way known as Madison Road in Oakley.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

16. [202300365](#) **REPORT**, dated 1/19/2023 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Taco Lab LLC, DBA Taco Lab, 127 Calhoun Street. (#8776985, C1, New) [Objections: None]

**Recommendation** FILE

**Sponsors:** City Manager

## CLERK OF COUNCIL

17. [202300351](#) **COMMUNICATION**, submitted by the Clerk of Council from Roger K. Smith, Executive Director of Woodward Trust providing their 2022 Annual Report.

**Recommendation** FILE

**Sponsors:** Clerk of Council

18. [202300366](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Timothy David Heyl/Recreation/Division Manager.

**Recommendation** FILE

**Sponsors:** Clerk of Council

19. [202300367](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Grant McCann Mussman/Interim Health Commissioner.

**Recommendation** FILE

**Sponsors:** Clerk of Council

20. [202300368](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Bobbi Kay Hageman/Office of

Procurement/Director.

**Recommendation** FILE

**Sponsors:** Clerk of Council

21. [202300369](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Jonathan A. Peters/GCWW/Treatment Superintendent.

**Recommendation** FILE

**Sponsors:** Clerk of Council

22. [202300370](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Jeff Wade Swertfeger/Water Works Superintendent.

**Recommendation** FILE

**Sponsors:** Clerk of Council

23. [202300371](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Richard Merz/Parks/Division Manager.

**Recommendation** FILE

**Sponsors:** Clerk of Council

24. [202300382](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Candace Leigh Novak Sabers, Government and Community Relations, 3200 Burnet Avenue, Cincinnati, Ohio 45229.

**Recommendation** FILE

**Sponsors:** Clerk of Council

## BUDGET AND FINANCE COMMITTEE

25. [202300318](#) **REPORT**, dated 1/17/2023, submitted Sheryl M. M. Long, City Manager, regarding the Updated Human Services Strategies and Priorities Plan.

**Recommendation** APPROVE & FILE

**Sponsors:** City Manager

26. [202300262](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/11/2023, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$168,053 in FY 2023 Office of Law Enforcement Recruitment funds from the State of Ohio, Department of Public Safety, Office of Criminal Justice Services, for the purpose of developing the Cincinnati Police Department recruiting process, specifically the Cadet Apprenticeship Program, to include emphasis on recruitment of women and minorities; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 23LERF.

**Recommendation** PASS

**Sponsors:** City Manager

27. [202300263](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/11/2023, **AUTHORIZING** a payment of \$86,904 to Rainbow Environmental Services as a moral obligation for outstanding charges related to asbestos abatement preparation services prior to the demolition of dangerous and unsafe buildings for the Department of Buildings and

Inspections, to be paid from the Community Development Block Grant Fund 304 project account no. 304x161x0000x7656x30421136.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

28. [202300265](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/11/2023, **AUTHORIZING** the City Manager to execute a Lease and Operating Agreement with Great Parks of Hamilton County pursuant to which Great Parks of Hamilton County will lease and operate the City-owned public park known as Fernbank Park in Sayler Park.

**Recommendation** PASS

**Sponsors:** City Manager

29. [202300267](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/11/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Barrister Apartments, LLC, pursuant to which the City of Cincinnati will grant encroachment easements upon portions of Pancoast Alley and Crow Alley in the Central Business District.

**Recommendation** PASS

**Sponsors:** City Manager

## ANNOUNCEMENTS

Adjournment



**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

Jan 2023

**APPOINTMENT**

I hereby appoint Councilmember Seth Walsh to the Board of Trustees of the Cincinnati Retirement System to fill the unexpired term of Councilmember Jeff Cramerding, expiring on January 26, 2026. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



---

Mayor Aftab Pureval



**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

Jan 2023

**REAPPOINTMENT**

I hereby reappoint Charlie Luken to the Cincinnati Southern Railway Board of Trustees for a term of five years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



---

Mayor Aftab Pureval



**Date:** January 11, 2023

**To:** Mayor Aftab Pureval  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Ordinance – Residential CRA Policy**

---

Transmitted herewith is an ordinance captioned as follows:

**ESTABLISHING** certain policies and conditions regarding the application of residential Community Reinvestment Area real property tax abatements.

EESW/EVK(lnk)  
Attachment  
372637

EVK  
EESW

**City of Cincinnati**

**An Ordinance No. \_\_\_\_\_ - 2023**

**ESTABLISHING** certain policies and conditions regarding the application of residential Community Reinvestment Area real property tax abatements.

WHEREAS, pursuant to Ordinance No. 274-2017, passed on September 27, 2017, as amended by Ordinance No. 166-2018, passed on June 27, 2018, and Ordinance No. 370-2020, passed on November 12, 2020 (the “2020 CRA Ordinance”), City Council designated the area within the corporate boundaries of the City of Cincinnati as a Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “Statute”), which authorized up to the maximum real property tax abatements for newly constructed and remodeled one-, two-, three-, and four-dwelling unit residential structures (including owner-occupied residential condominium structures) (collectively, “Residential Improvements”) permitted pursuant to the Statute within the CRA; and

WHEREAS, Ordinance No. 276-2017, passed on September 27, 2017 (as amended by the 2020 CRA Ordinance, the “Residential Policy Ordinance”), set forth certain additional policies, conditions, and limitations regarding newly constructed or remodeled residential structures in the CRA (such policy, as amended, being referred to herein as the “Residential CRA Policy”); and

WHEREAS, Motion Nos. 201801401 and 201900467, as adopted by Council on October 3, 2018, and April 3, 2019, respectively, established the Property Tax Working Group to (i) study trends related to real property taxes, especially the issue of rising real property taxes in areas of significant levels of development; (ii) make recommendations to City Council aimed at helping to keep senior citizens in their homes and communities; (iii) report on best practices in other cities and states facing similar challenges; and (iv) review the City’s Residential CRA Policy; and

WHEREAS, Motion No. 202000945, as adopted by this Council on September 2, 2020, set forth certain short-term and long-term recommendations from the Property Tax Working Group related to the Residential CRA Policy, including exploring a neighborhood-based tiering of the Residential CRA Policy based upon extensive study (collectively with Motion Nos. 201801401 and 201900467, the “PTWG Motions”); and

WHEREAS, pursuant to the PTWG Motions, Ordinance No. 333-2020, passed on September 30, 2020 (the “Study Ordinance”), appropriated funding for the research and design of a tiered Residential CRA Policy and recognized that tax abatements for Residential Improvements are vital to the growth of the City’s housing stock and tax base, and need to be reassessed to determine if changes to the City’s Residential CRA Policy are appropriate; and

WHEREAS, in furtherance of the Study Ordinance, the City commissioned HR&A Advisors, Inc. to provide professional services for a housing study to analyze current information on the City of Cincinnati’s housing market and the availability and affordability of single-family

and multi-family housing for the purpose of better targeting the City’s housing incentive programs, including the Residential CRA Policy, to maximize the overall housing stock available within the City of Cincinnati (the “Study”); and

WHEREAS, the Study recommended that the Residential Policy Ordinance be modified to align the level of incentive more closely with the amount of development a neighborhood within the City of Cincinnati is experiencing; and

WHEREAS, in furtherance of the results of the Study, City Council wishes to revise its Residential CRA Policy to incentivize development in neighborhoods where residential CRA tax abatements are historically underutilized to enhance the opportunities for growth and housing preservation in these areas; and

WHEREAS, the City Administration and the Mayor’s Office recommend this ordinance based upon engagement with key stakeholder groups and the Housing Advisory Board (collectively, the “Engagement”); and

WHEREAS, to achieve the City’s current policy goals, in furtherance of the Engagement, and pursuant to the Study, City Council desires to establish a three-tiered Residential CRA Policy tailored to address future housing market changes based upon objective data; and

WHEREAS, City Council desires to encourage the development of real property in a more environmentally friendly manner; and

WHEREAS, City Council desires to incentivize development that is accessible to senior citizens and individuals with mobility impairments; and

WHEREAS, City Council desires to incentivize the preservation of the City’s historic housing stock; and

WHEREAS, the Director of the City’s Department of Community and Economic Development intends to adopt formal rules and regulations for the operation of the residential CRA program, which include, without limitation: (i) modifications to the application to require that applicants certify that property under their or any of their affiliates’ control or is currently meeting all requirements of the City’s Building Code, (ii) certifications as to whether a condominium unit is owner-occupied to address the use of such units on a long-term basis as short-term rentals, and (iii) to encourage the sustainable development of Residential Improvements in an environmentally friendly manner; and

WHEREAS, City Council desires to modify the terms and conditions applicable to CRA real property tax abatements with respect to the remodeling and new construction of Residential Improvements to further the aforementioned policy objectives; now, therefore,

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

Section 1. That City Council approves real property tax abatements for one-, two-, three-, and four-dwelling unit residential structures (collectively, “Residential Improvements”) in the amounts and for the durations listed on the applicable table within Exhibit A attached hereto and fully incorporated herein, *provided that* the Residential Improvements satisfy all other requirements for a real property tax abatement under this ordinance, the ordinance establishing the City of Cincinnati Community Reinvestment Area (“CRA”), Ordinance No. 274-2017, passed on September 27, 2017, as amended by Ordinance No. 166-2018, passed on June 27, 2018, and Ordinance No. 370-2020, passed on November 12, 2020 (as amended, the “Reauthorizing Ordinance”), and all applicable state law. For the purposes of this ordinance, each owner-occupied residential condominium unit is considered a separate structure containing one-dwelling unit. For the avoidance of doubt, a Residential Improvement constructed pursuant to a permit for an addition constitutes remodeling and not new construction.

Section 2. That City Council finds that neighborhoods in the City of Cincinnati are experiencing differing amounts of development, and, therefore, neighborhoods in the City of Cincinnati need varying levels of incentives to encourage the construction and remodeling of Residential Improvements. Accordingly, City Council adopts the following framework for determining the level of incentive on a neighborhood-basis in accordance with Exhibits A and B hereto, as designated by the community council boundaries for such neighborhood and depicted on maps adopted by the Housing Officer (as defined below):

- (A) Criteria: The following criteria (collectively, the “Criteria” and each, a “Criterion”) are equally weighted to determine whether a neighborhood constitutes a “Lift,” “Expand,” or “Sustain” neighborhood (each as defined below):

1. **Average Household Income**: the average of the median household income weighted proportionally based on the population for each census tract in a

neighborhood, as measured by the United States Census Bureau. A neighborhood meets this Criterion if the weighted average of the median household income for each census tract in such neighborhood, calculated in accordance with the foregoing sentence, is equal to or greater than the Cincinnati, OH-KY-IN Metropolitan Statistical Area median household income, as determined by the United States Census Bureau, which as of the date of passage of this ordinance is \$63,654.

2. **Poverty Rate:** the percentage of the population in a neighborhood living at or below the federally established poverty level, adjusted for family size. A neighborhood meets this Criterion if the poverty rate for such neighborhood is equal to or less than the poverty rate for the City of Cincinnati, which as of the date of passage of this ordinance is 26.3%.
3. **Housing Value:** the percentage of owner-occupied housing units in a neighborhood demonstrating a concentration of housing with values in excess of \$500,000 or such other value as may be designated by the housing officer based upon market conditions (such person as designated pursuant to Section 4 of the Reauthorizing Ordinance, as may be amended, being referred to herein as the "Housing Officer"), using data from the United State Census Bureau or any other indices selected by the Housing Officer from real estate or housing industry sources. As of the date of this ordinance, a neighborhood meets this Criterion if 10% or more of the housing units in a neighborhood have a value over \$500,000, as measured by the United States Census Bureau.

4. **Mortgage Applications Approved and Originated:** the percentage of mortgage applications in a neighborhood that are approved and originated, as measured using an index or indices selected by the Housing Officer from real estate or housing industry sources. A neighborhood meets this Criterion if the percentage of mortgage applications that are approved and originated in such neighborhood is equal to or greater than the percentage of mortgage applications that are approved and originated in the City of Cincinnati, which as of the date of passage of this ordinance is 54.65%.
5. **Market Value Change:** the percentage of total market value change (including both land and improvements) for one-to-three-unit parcels in a neighborhood from 2010-2021 (or such other time period in the future that the Housing Officer deems appropriate to reflect market change), as measured by any index or indices selected by the Housing Officer from real estate or housing industry sources. A neighborhood meets this Criterion if its percentage of total market value change (including both land and improvements) for one-to-three-unit parcels is equal to or greater than the City of Cincinnati's percentage of total market change for one-to-three-unit parcels, which as of the date of passage of this ordinance is 26.36%.
6. **New Construction Permit Activity:** the percentage of one-to-three-unit parcels (or, when such data becomes available one-to-four-unit parcels) in a neighborhood with a new construction permit issued since 2017 (or such other date as determined by the Housing Officer), as measured using City of Cincinnati permit data and any index or indices selected by the Housing Officer from real estate or housing industry sources. A neighborhood meets this Criterion if the percentage of new construction permits issued for one-to-three-unit parcels (or,

when such data becomes available, one-to-four-unit parcels) in such neighborhood is equal to or greater than such percentage of new construction permits issued in the City of Cincinnati, which as of the date of this ordinance is 0.8%.

(B) Neighborhood Designations: As more particularly described within Exhibit B hereto, City Council adopts the following neighborhood designations:

1. **Lift**: a neighborhood that meets zero to two of the Criteria.
2. **Expand**: a neighborhood that meets three to four of the Criteria.
3. **Sustain**: a neighborhood that meets five to six of the Criteria.

(C) Re-Evaluation of Neighborhood Tiers: City Council requests that the Housing Officer reassess the neighborhood designations in Section 2(B) based upon the Criteria considering any updates to the data supporting the Criteria every three years. City Council requests that the Housing Officer present such first reassessment to City Council for approval no later than September 1, 2026, and every three years thereafter so that City Council may re-evaluate the neighborhood designations.

Section 3. That, for the avoidance of doubt, City Council recognizes the Housing Officer's administrative authority to adopt and amend rules and regulations to efficiently administer and operate the CRA program for Residential Improvements in accordance with this ordinance and prior ordinances governing such program. Further, City Council authorizes the Housing Officer to certify additional environmental programs by promulgating rules and regulations for additional incentives in accordance with this ordinance, provided that such programs are consistent with the policies and goals of City Council to encourage the sustainable development of Residential Improvements in an environmentally friendly manner (the "Certified Environmental Programs").

Section 4. That in order to be eligible for the corresponding (a) U.S. Green Building Council Leadership in Energy and Environmental Design (“LEED”) or (b) Living Building Challenge (“LBC”) Net Zero, Full, or Petal (which must comply with the requirements of “Energy Petal” of the LBC) (collectively, “LBC Qualified,” and the attainment of such criteria being “LBC Qualification”) bonus to a real property tax abatement, an applicant must provide the City with evidence of the certification of the completed structure to the required LEED standard (Silver, Gold, or Platinum) by the U.S. Green Building Council or of LBC Qualification with reference to the applicable LBC standards and certifications provided by the International Living Future Institute, as applicable, and satisfy all other requirements for a real property tax abatement under this ordinance.

Section 5. That in order for a remodeled Residential Improvement to be eligible for a Home Energy Rating System (“HERS”) bonus to a real property tax abatement, an applicant must (a) have a certified Home Energy Rater conduct a home energy rating (“Initial Rating”), and (b) (i) if the structure’s initial index score from the Initial Rating is equal to or above 85, the applicant must reduce the structure’s index score to at most 70, or (ii) if the structure’s initial index score from the Initial Rating is below 85, the applicant must reduce their HERS score by at least 20% (each of the foregoing (1) as confirmed by a certified Home Energy Rater conducting a second home energy rating (“Subsequent Rating”) and (2) will make the Residential Improvement “HERS Qualified”). Documentation establishing the index score from Initial Rating and the Subsequent Rating must be provided to the City for the remodeled Residential Improvement to be HERS Qualified.

Section 6. That for the new construction or remodeling of a Residential Improvement to be eligible for a visitability and universal design certification bonus, an applicant must initiate the visitability and universal design certification process at the beginning of the permit application



process with the City’s Department of Buildings and Inspections. At the final permit inspection, a building inspector will verify whether the applicant has met the standards attached hereto as Exhibit C (the “Cincinnati Visitability and Universal Design Standards”). If the inspector determines that the structure meets the Cincinnati Visitability and Universal Design Standards, the building inspector shall indicate visitability and universal design certification on the final certificate of occupancy, if applicable. If the remodeling of a Residential Improvement does not require a permit, to be eligible for the visitability and universal design certification (a) such dwelling shall meet the Cincinnati Visitability and Universal Design Standards and (b) the remodeling of the Residential Improvement must directly enhance the visitability and universal design of such structure.

Section 7. That to be eligible for a historic restoration bonus to a real property tax abatement, (a) a remodeled Residential Improvement must have been built no later than 1945, as memorialized in the Hamilton County Auditor’s records and (b) during the term of the abatement, no Residential Improvements that constitute “new construction” shall be constructed on the subject property (“Historic Restoration”).

Section 8. That to be eligible for a tax abatement pursuant to this ordinance and as required by state law, the cost of the remodeling or new construction of (a) a Residential Improvement containing one- or two-dwelling units must be at least \$2,500 and (b) a Residential Improvement containing three- or four-dwelling units must be at least \$5,000.

Section 9. That it is hereby found and determined that any abatements (a) granted pursuant to or under the legal authority of Ordinance No. 119-2007, passed on March 28, 2007, as amended, or under Ordinance No. 276-2017, passed on September 27, 2017, as amended (collectively, the “Existing Policy Ordinances”), and (b) granted after the date of this ordinance pursuant to or under the legal authority of (i) Ordinance No. 189-2021, passed on May 26, 2021, and (ii) Ordinance No.

229-2021, passed on June 16, 2021 (the “Sanctuary Green Ordinance”) related to applications received by the City on or before January 1, 2026, with respect to the Property as defined in the Sanctuary Green Ordinance, shall not be in any way modified or impacted by the passage of this ordinance. Any applications made and abatements granted pursuant to the Existing Policy Ordinances shall continue in full force and effect in accordance with the provisions of the Existing Policy Ordinances as it applied to that application or abatement, subject to any legal rights the City may have to revoke, terminate, or modify the abatements or otherwise exercise remedies.

Section 10. That, except as noted in the above section, this ordinance shall only apply to applications for tax abatements for Residential Improvements where, if a permit is required pursuant to applicable law, the permit application for the construction or remodeling is deemed complete by the City’s Department of Buildings and Inspections on and after September 1, 2023 (“Permit Acceptance Date”). If a permit application for Residential Improvements is deemed complete by the City’s Department of Buildings and Inspections prior to the Permit Acceptance Date and actual construction does not begin on the Residential Improvements within one year after such permit is issued, then such Residential Improvements are subject to this ordinance. If permits are not required by applicable law, the construction or remodeling must commence on and after September 1, 2023, as determined by evidence acceptable to the Housing Officer, for this ordinance to apply to such Residential Improvements.

Section 11. That proper application shall be made by a property owner at any time during the period in which the abatement would have applied if the abatement had been approved in the year the new construction or remodeling would first have been taxable, except that no abatement may be claimed for any tax year in that period that precedes the tax year in which the application is filed.

Section 12. That property abatements administered by the Hamilton County Auditor pursuant to the Existing Policy Ordinances and this ordinance shall be assessed in accordance with this Section and Ohio Revised Code Sections 3735.65-3735.70. The maximum abatement level of the eligible structure or improvements shall be calculated at the time of the original City Council approval of the abatement policy for such property. The value of the abatement may vary annually with changes to assessed property values. If the assessed value exceeds the maximum abatement level in any year, then the property owner shall receive only the maximum level of abatement, as designated by the applicable ordinance.

Section 13. That the proper City officials are hereby authorized to do all things necessary to carry out the provisions of this ordinance.

Section 14. That the Clerk of Council is directed to send a certified copy of this ordinance to the Hamilton County Auditor as a matter of information.

Section 15. 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

**Exhibit A**

**(Residential CRA Program)**

The applicable City officials are hereby authorized to award real property tax abatements in the below amounts and durations, based upon the conditions present in the Residential Improvement and in accordance with this ordinance, the Reauthorizing Ordinance, and all applicable state law. For the avoidance of doubt, in the event a property is subject to multiple real property tax abatements at a given time pursuant to this ordinance and the Existing Policy Ordinances (if applicable), at no point shall the total value of the abatements exceed the applicable maximum increase in assessed market improvement value per the tables below.

**Baseline Incentive Table:**

<b>LIFT (0-2 Criteria)</b>	<b>Abatement Term Length</b>	<b>Maximum Increase in Assessed Market Improvement Value</b>
Remodeling	15 years	\$350,000
New Construction	15 years	\$300,000
<b>EXPAND (3-4 Criteria)</b>	<b>Abatement Term Length</b>	<b>Maximum Increase in Assessed Market Improvement Value</b>
Remodeling	12 years	\$350,000
New Construction	10 years	\$300,000
<b>SUSTAIN (5-6 Criteria)</b>	<b>Abatement Term Length</b>	<b>Maximum Increase in Assessed Market Improvement Value</b>
Remodeling	8 years	\$250,000
New Construction	5 years	\$200,000

**Bonus for Environmental Sustainability, Visitability, and Historic Restoration:**

<b>Bonus Incentive</b>	<b>Additional Amount of Increase to Assessed Market Improvement Value</b>
LEED Silver HERS Qualified Certified Environmental Programs	\$200,000
LEED Gold or Platinum LBC Qualified Net Zero, Full, or Petal – must include “Energy Petal”	\$300,000
Meets the Cincinnati Visitability and Universal Design Standards	\$50,000
Historic Restoration (remodeling only)	\$50,000

In addition to the maximum increases in assessed market improvement value in the Baseline Incentive Table, an additional incentive is available if the Residential Improvements satisfy one or

more of the following: meet LEED (Silver, Gold, or Platinum), LBC Qualified (Net Zero, Full, or Petal), are HERS Qualified, meet the requirements of a Certified Environmental Program, meet the Cincinnati Visitability and Universal Design Standards, and/or constitute a Historic Restoration at the corresponding amounts listed in the Bonus Incentive Table. For the avoidance of doubt, only one environmental bonus incentive is available for each Residential Improvement project.

For example, if an applicant is remodeling and the applicant's Residential Improvements are in a neighborhood in the designated "Lift" tier, then the applicant is eligible for a 15-year tax abatement on \$350,000 of increase to the property's assessed market improvement value. However, if the applicant qualifies for additional incentives, like LEED Silver, then the applicant may receive an additional bonus above the amounts listed in the Baseline Incentive Table. In this scenario, if the applicant qualifies for LEED Silver, then the applicant is eligible for an abatement on a total increased assessed market improvement value of \$550,000.

Bonus incentives are also cumulative. For example, if an applicant is remodeling and the applicant's Residential Improvements are in a neighborhood in the designated "Sustain" tier, then the applicant is eligible for an 8-year tax abatement on \$250,000 of increase to the property's assessed market improvement value. If the applicant also qualifies for LEED Gold and meets the Cincinnati Visitability and Universal Design Standards, then the applicant is eligible for an additional \$300,000 from the LEED Gold certification and an additional \$50,000 for meeting the Cincinnati Visitability and Universal Design Standards, for an abatement on a total increased assessed market improvement value of \$600,000.

## Exhibit B

### (Residential Tax Abatement Neighborhood Tiers)

Based upon the Criteria, as of the date of this ordinance, City Council hereby categorizes the fifty-two neighborhoods of the City of Cincinnati in accordance with the below tables for the purposes of determining the level of incentive for each neighborhood, as designated by the community council boundaries for such neighborhood and depicted on maps adopted by the Housing Officer. City Council intends to re-evaluate the below designations upon receipt of the Housing Officer's recommendations every three years.

SUSTAIN (5-6 Criteria)	
Columbia Tusculum	Mt. Adams
Hyde Park	Mt. Lookout
Linwood	Oakley

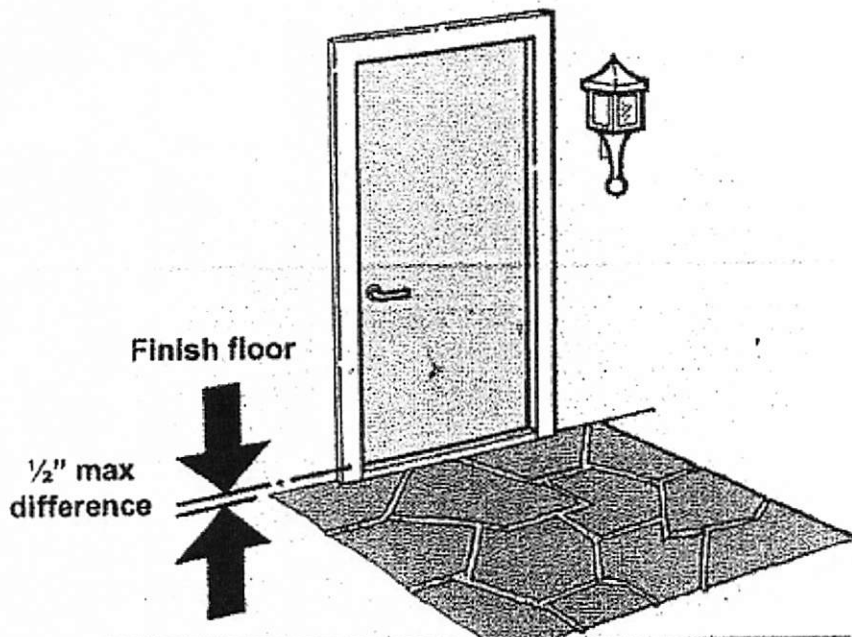
EXPAND (3-4 Criteria)	
California	Madisonville
Clifton	Northside
Downtown	Over-the-Rhine
East End	Pendleton
East Walnut Hills	Pleasant Ridge

LIFT (0-2 Criteria)	
Avondale	Mt. Washington
Bond Hill	North Avondale
Camp Washington	North Fairmount
Carthage	Paddock Hills
College Hill	Queensgate
Corryville	Riverside
CUF	Roselawn
East Price Hill	Sayler Park
East Westwood	Sedamsville
English Woods	South Cumminsville
Evanston	South Fairmount
Hartwell	Spring Grove Village
Heights	Villages at Roll Hill
Kennedy Heights	Walnut Hills
Lower Price Hill	West End
Millvale	West Price Hill
Mt. Airy	Westwood
Mt. Auburn	Winton Hills

## Exhibit C

(Cincinnati Visitability and Universal Design Standards)

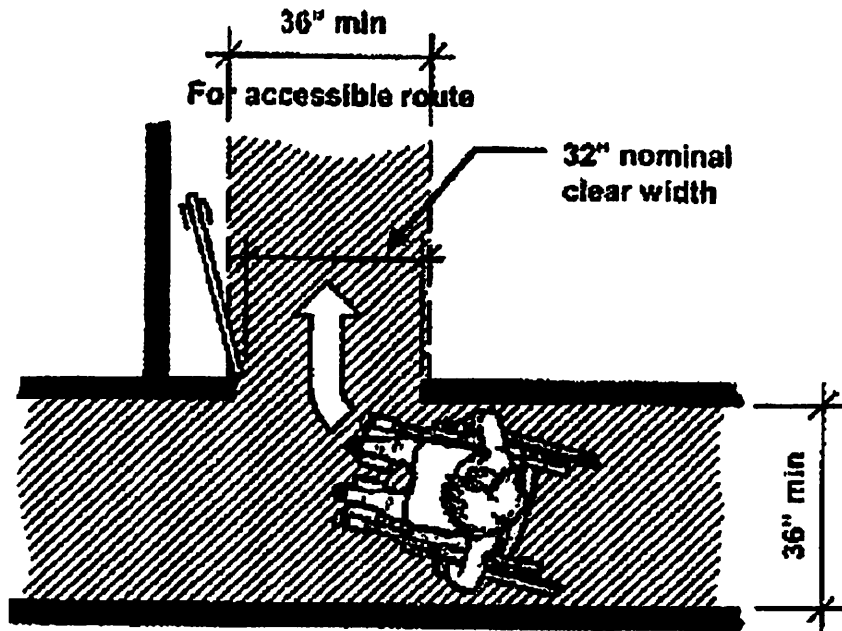
(A) No Step Entrance. The dwelling unit must provide at least one “No Step Entrance.” The required No Step Entrance must be visitable from the driveway or public way via a Visitable Path. “No Step” means no greater than a one-half inch ( $\frac{1}{2}$ ”) elevation change unless access is provided using a code compliant ramp under the Residential Code of Ohio or the Ohio Building Code, as applicable.



1. At least one  
no step entrance  
via a visitable path

(B) Visitable Path. All hallways and corridors from the No Step Entrance to the central gathering place of the residence (e.g., great room, living room, or family room) (the “Central

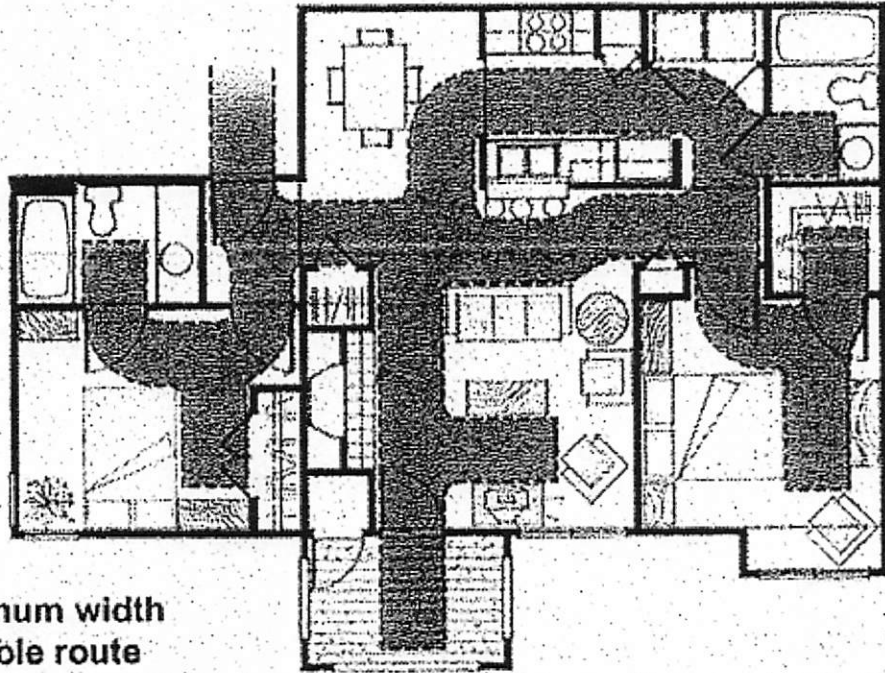
Gathering Place”) and the Visitable Bathroom must be Visitable Paths. A “Visitable Path” means a No Step path of travel with a continuous minimum net clear width of at least thirty-six inches (36”).



2. Doors and openings along the visitable route shall have a minimal net clear width of 32”.

(C) Doors/Opening. All doors and openings along the Visitable Path from the No Step Entrance to the Central Gathering Place shall have a minimum net clear width of at least thirty-two inches (32”), including the doorway to at least one Visitable Bathroom along the Visitable Path.





**36" minimum width  
accessible route**

3. Hallways and corridors from the no step entrance to at least one visitable common living space are at least 36" wide.

(D) Visitable Bathroom. There shall be at least one Visitable Bathroom located on a Visitable Path between the Central Gathering Place and the No Step Entrance. "Visitable Bathroom" means a full bathroom, half bathroom, or powder room having a clear floor space of at least thirty inches by forty-eight inches (30" x 48").



## Victoria Parks

*President Pro Tempore*

**WE MOVE** that the administration prepare a report within sixty (60) days outlining average fire department response times by neighborhood. For the neighborhoods with the longest response times, this report should also give suggestions on how to reduce this, including looking at the feasibility of implementing temporary fire station structures.

A handwritten signature in black ink, reading "Victoria Parks", is written over a horizontal line.

BK

1/12/23

Cal



---

## Victoria Parks

*President Pro Tempore*

**WE MOVE** that the administration prepare a report within sixty (60) days outlining the costs of supplying period products in the restrooms of city facilities. **WE FURTHER MOVE** that the administration begins supplying period products in at least one restroom per floor of City Hall.

  
\_\_\_\_\_

BK, Council

1/17/23

*[Faint, illegible handwritten text]*

Date: 01/19/2023

To: Mayor and Members of City Council 202300259  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Cold Nights and Warm Spirits)**

---

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Cold Nights and Warm Spirits  
EVENT SPONSOR/PRODUCER: Ault Park Advisory Council  
CONTACT PERSON: Kevin Frank  
LOCATION: Ault Park, 5090 Observatory Ave.  
DATE(S) AND TIME(S): February 24<sup>th</sup>, 2023 6pm to 10pm  
EVENT DESCRIPTION: Whiskey tasting for flat fee. May have small live band or DJ. Might have 1 food truck; will have prepared food brought on site to give away. About the 10th-12 years for this event.  
ANTICIPATED ATTENDANCE: 250  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (Ault Park Advisory Council)



cc: Lieutenant Colonel Teresa A. Theetge, Interim Police Chief

# City of Cincinnati



Interdepartmental  
Correspondence Sheet

January 19, 2023

To: Mayor and Members of City Council

202300342

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Authorizing the Implementation of the AFSCME Municipal Workers Labor Management Agreement

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute and implement the labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all Municipal Workers of the City of Cincinnati in the Public Service Department, Recreation Department, and Parking Facilities Division, and the City of Cincinnati, the updated terms of which are reflected in the summary attached hereto.

This agreement provides the employees with a wage increase of \$16.38 per hour (effective August 7, 2022) for the first year of the contract, \$17.04 (effective August 6, 2023) for the second year of the contract, and \$17.55 (effective August 4, 2024) for the third year of the contract. The parties agreed to additional operational changes. A summary of the agreement is attached hereto.

The Administration recommends approval of this Emergency Ordinance.

cc: Edward G. Ramsey, Human Resources Director

**EMERGENCY**

**KKF**

**- 2023**

**AUTHORIZING** the City Manager to execute and implement the labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all municipal workers of the City of Cincinnati in the Public Service Department, Recreation Department, and Parking Facilities Division and the City of Cincinnati, the updated terms of which are reflected in the summary attached hereto.

WHEREAS, the current labor management agreement between the American Federation of State, County and Municipal Employees, Local 250 (“AFSCME”), representing all municipal workers of the City of Cincinnati in the Public Service Department, Recreation Department, and Parking Facilities Division, and the City of Cincinnati (“City”), expired on August 6, 2022; and

WHEREAS, the City and AFSCME, through their respective negotiating teams, reached tentative agreement on the terms of a successor labor management agreement (“Agreement”), the updated terms of which are reflected in the summary attached hereto; and

WHEREAS, the Agreement has a duration of three years beginning on August 7, 2022, and expiring on August 2, 2025; and

WHEREAS, all municipal workers in the AFSCME bargaining unit will receive an hourly wage of \$16.38 effective August 7, 2022, an hourly wage of \$17.04 effective August 6, 2023, and an hourly wage of \$17.55 effective August 4, 2024; and

WHEREAS, the process for filling full-time vacancies and promotions in the Public Service Department and the Recreation Department was streamlined to allow for more efficient hiring; and

WHEREAS, the terms and conditions of the Agreement represent fair and equitable gains for both parties; and

WHEREAS, the membership of AFSCME ratified the terms of the successor Agreement on December 29, 2022; 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 and implement the labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all municipal workers of the City of Cincinnati in the Public



Service Department, Recreation Department, and Parking Facilities Division, and the City of Cincinnati, the updated terms of which are reflected in the summary attached hereto.

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

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 implement a successor labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all municipal workers of the City of Cincinnati in the Public Service Department, Recreation Department, and Parking Facilities Division, and the City of Cincinnati, to replace the agreement which expired on August 6, 2022.

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

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

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

---

**Summary of Tentative Agreement with  
AFSCME Municipal Workers  
Local 250**

**Article 9: Probation Seniority and the Filling of Full-Time Vacancies and Promotions**

- Streamlined the hiring process by outlining the method to fill full-time vacancies in the positions of Sanitation Helper and Labor in the Department of Public Services and Department of Recreation.
- Clarified the fallback language for Municipal Workers that are promoted to full-time positions.

**Article 18: Wages and General Wage Increases**

- \$16.38 per hour effective August 7, 2022
- \$17.04 per hour effective August 6, 2023
- \$17.55 per hour effective August 4, 2024

**Article 27: Duration**

- Effective August 7, 2022-August 2, 2025

**The remaining articles will stay as current contract language.**

January 19, 2023

To: Mayor and Members of City Council 202300346  
From: Sheryl M.M. Long, City Manager  
Subject: Ordinance Utility Easement Delhi Hills Water Tower

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to execute an *Easement Plat* in favor of the Board of County Commissioners, Hamilton County, Ohio granting a utility easement across a portion of City-owned property generally located at 701 Covedale Avenue in Delhi Township, Hamilton County, Ohio.

The attached ordinance authorizes the City Manager to execute an easement plat in favor of the Board of County Commissioners, Hamilton County, Ohio (BOCC). The City of Cincinnati is the owner of property located at 701 Covedale Avenue in Delhi Township, which is managed by the City's Greater Cincinnati Water Works (GCWW). A developer, 643 Cov LLC has undertaken a project to develop a 44-unit residential condominium community on the property abutting the City's property located at 701 Covedale Avenue. The developer has requested that the City grant a public utility easement in favor of the BOCC on behalf of the Metropolitan Sewer District in order to place sanitary sewer lines and related equipment and appurtenances which would serve the residential condominium community. The City Manager in consultation with GCWW has determined that the granting of an easement in favor of the BOCC is not adverse to the City's retained interest in the property. Additionally, the fair market value of the easement area is \$5,279, which the developer has agreed to pay. The easement plat is attached to the ordinance, which is to be executed in substantially the same form as attached.

The Administration recommends passage of this Ordinance.

cc: Verna J. Arnette, GCWW, Interim Executive Director

# City of Cincinnati

CHM

EESW

## An Ordinance No. \_\_\_\_\_ - 2023

**AUTHORIZING** the City Manager to execute an *Easement Plat* in favor of the Board of County Commissioners, Hamilton County, Ohio granting a utility easement across a portion of City-owned property generally located at 701 Covedale Avenue in Delhi Township, Hamilton County, Ohio.

WHEREAS, the City of Cincinnati owns certain real property located at 701 Covedale Avenue in Delhi Township, Hamilton County, Ohio, containing the Delhi Hills Water Tower (“City Property”), which City Property is under the management of the Greater Cincinnati Water Works (“GCWW”); and

WHEREAS, 643 COV LLC, an Ohio limited liability company (“Developer”), has undertaken a project to redevelop certain real property abutting the City Property into a 44-unit residential condominium community and has requested the City to grant a public utility easement across the City Property in favor of the Board of County Commissioners, Hamilton County, Ohio (“Grantee”) for sanitary sewer lines and associated equipment, appurtenances, and restrictions to serve the residential condominium development, as more particularly depicted on the *Easement Plat* attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”); and

WHEREAS, the City Manager, in consultation with GCWW, has determined that granting the Easement to Grantee is not adverse to the City’s retained interest in the City Property; and

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

WHEREAS, the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$5,279, which sum Developer 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 May 6, 2022; 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 an *Easement Plat*, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, in favor of the Board of County Commissioners, Hamilton County, Ohio (“Grantee”), pursuant to which the City will grant to Grantee a utility easement for sanitary sewer lines and associated equipment, appurtenances, and restrictions (“Easement”) across City-owned real property generally located at 701 Covedale Avenue in Delhi Township, Hamilton County, Ohio, as more particularly described and depicted on Attachment A (“Property”).

Section 2. That granting the Easement to Grantee is not adverse to the City’s retained interest in the Property.

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 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 \$5,279, which has been deposited with the City Treasurer.

Section 5. That the proceeds from the grant of easement shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into 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 Plat* including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

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

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

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

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

**ATTACHMENT A**

# SANITARY SEWER EASEMENT DEDICATION PLAT FOR GARDEN GROVE DEVELOPMENT 643 COVEDALE AVENUE

SECTION 12, TOWN 3, F. RANGE 1, BTM  
DELHI TOWNSHIP  
HAMILTON COUNTY, OHIO

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	51°58'32"	31.50'	34.03'	587.55'±26.7"
C-2	38°02'28"	31.50'	24.88'	517.55'±26.7"

**LEGEND**

- Found 5/8" Iron Pin (Use as noted)
- Found 3/8" Iron Pin (Use as noted)
- Found Iron Pipe
- Found Concrete

EASEMENT TABLE	
540-0050-0084	Permanent Sanitary Sewer Easement #1 0.1385 Ac.
540-0050-0567	Permanent Sanitary Sewer Easement #2 0.2591 Ac.



VICINITY MAP  
D.L.S.

**DEDICATION STATEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED IN CONSIDERATION OF \$1.00 AND OTHER CONSIDERATIONS TO BE PAID BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO FOR THE USE AND BENEFIT OF THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI (CPT) WHEREOF IS HEREBY ADOPTED AND HEREBY GRANT, BARGAIN, SELL AND CONVEY TO THE SAID DISTRICT OF GREATER CINCINNATI AND ITS SUCCESSORS AND ASSIGNS FOREVER A PERMANENT EASEMENT TOGETHER WITH THE RIGHT OF ENTRY AND REENTRY FOR THE CONSTRUCTION, PERPETUAL MAINTENANCE, RECONSTRUCTION, REPAIR AND OPERATION OF A SEWER AND SEWER APPURTENANCES AND UPON THE LANDS SHOWN ON THIS PLAT INCLUDING BUT NOT LIMITED TO DRIVEWAYS AND PARKING AREAS, SAID PERMANENT SEWER EASEMENT TO BE 20 FEET IN WIDTH AND BEING 10 FEET ON EACH SIDE OF THE CENTERLINE OF THE SAID SEWER AS CONSTRUCTED OR AS SHOWN ON THIS PLAT. THE PERMANENT SEWER EASEMENTS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS:

**RESTRICTIONS ON SEWER EASEMENTS**

NO STRUCTURE OF ANY KIND WHICH CAN INTERFERE WITH THE CONSTRUCTION OR PERCEPTUAL ACCESS TO SAID PUBLIC SEWER SHALL BE PLACED ON OR UPON THE PERMANENT SEWER EASEMENT. EXCEPTED ITEMS SUCH AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SURFACES USED FOR REGULAR AND REGULAR PLANTS, TREES, SHRUBBERY, LANDSCAPING OR OTHER SIMILAR ITEMS BEING NATURAL OR ARTIFICIAL.

ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED UPON SAID PERMANENT EASEMENT SHALL BE SOURCE AT THE SOLE EXPENSE OF THE PROPERTY OWNER, AND THE GRANTEE OR ASSIGNEE OF ANY PERMANENT EASEMENT HEREOFTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY NOR TO THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS FOR THE CONDITION, DAMAGE TO, OR REPLACEMENT OF ALL SUCH AFORESAID ITEMS, OR ANY OTHER ITEMS PLACED UPON THE EASEMENT RESULTING FROM THE EXISTENCE OR USE OF THE SAID PERMANENT OR TEMPORARY CONSTRUCTION SEWER EASEMENT BY THE GRANTEE OR ASSIGNS, ANY STRUCTURE CONSTRUCTED ON SAID PROPERTY IN WHICH SAID SEWER EASEMENT EXISTS SHALL BE KEPT NOT LESS THAN THREE (3) FEET OUTSIDE THE PERMANENT EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE.

IT SHALL BE THE OBLIGATION OF THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI AT ITS EXPENSE TO REPAIR THE EXISTING LINES IN A WORKMANLIKE MANNER, TO THE CONDITION AS NEAR AS PRACTICABLE TO THE LASTING CONDITION PRIOR TO ANY CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR WORK TO THE SANITARY SEWER WITHIN THE LIMITS OF THE EASEMENT DESCRIBED ON THIS PLAT.

ANY DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE RETROFITTED BY WRITTEN REQUEST TO THE GRANTEE OR THEIR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS. THE GRANTEE OR ASSIGNS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ALL APPLICABLE SANITARY SEWER CHARGES, ASSESSMENTS, TARIFFS OR FEES WHICH HAVE BEEN OR MAY BE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY. HAMILTON COUNTY AUDITORS PARCELS# 540-0050-0084

UNLESS THE EASEMENTS ARE EXPRESSLY DESCRIBED HEREON, THE SEWER EASEMENTS SHALL BE GRANTED IN THE LOCATIONS AND AS DESCRIBED HEREON OR WITHIN A REASONABLE DISTANCE AND DIRECTION TO FACILITATE ACTUAL INSTALLATION OF THE SEWERS. SANITARY SEWER EASEMENTS ARE FOR THE USE AND BENEFIT OF ADJACENT LOTS AND/OR FUTURE DEVELOPMENTS FOR THE PURPOSE OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXTENSION OR REPLACEMENT OF SANITARY SEWER BUILDING CONNECTIONS AND/OR SANITARY MAINLINE SEWERS APPROVED BY M.S.D.

OWNER: 643 COV LLC, AN OHIO LIMITED LIABILITY COMPANY  
NAME: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

THIS IS AN ACKNOWLEDGEMENT CERTIFICATE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THIS NOTARIAL ACT.

STATE OF OHIO  
COUNTY OF HAMILTON

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAVE \_\_\_\_\_ (TITLE) OF 643 COV LLC, AN OHIO LIMITED LIABILITY COMPANY, WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGES THAT THEY DID NOT FOR THE FOREGOING INSTRUMENT AND THAT SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED IN ESTIMATED WHIRFOF SHAPE HERETOFF BY MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

HAMILTON COUNTY AUDITORS PARCELS# 540-0050-0084  
CITY OF CINCINNATI  
BY: \_\_\_\_\_ CINCINNATI CITY MANAGER

THIS IS AN ACKNOWLEDGEMENT CERTIFICATE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THIS NOTARIAL ACT.

STATE OF OHIO  
COUNTY OF HAMILTON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE CITY MANAGER OF THE CITY OF CINCINNATI, AN OHIO MUNICIPAL CORPORATION, ON BEHALF OF THE MUNICIPAL CORPORATION BY APPROVED ORDINANCE.

NOTARY PUBLIC: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATION

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE RETURN OF A SURVEY MADE UNDER MY DIRECTION.

JEFFREY Q. LAMBERI, P.E.  
REGISTERED SURVEYOR #7969 STATE OF OHIO

**APPROVED:**

SEWERS CHIEF ENGINEER - MSD

**SANITARY SEWER ACCEPTANCE**

THE COUNTY OF HAMILTON, OHIO HEREBY APPROVES BY \_\_\_\_\_ FOR, ON BEHALF OF AND IN THE NAME OF THE COUNTY OF HAMILTON AND UNDER THE AUTHORITY OF ITS BOARD OF COUNTY COMMISSIONERS BY VIRTUE OF R.C. SECTION 265.30 AND THE RESOLUTION ADOPTED APRIL 26, 2018 AND ENTERED INTO THE JOURNAL OF SAID BOARD.

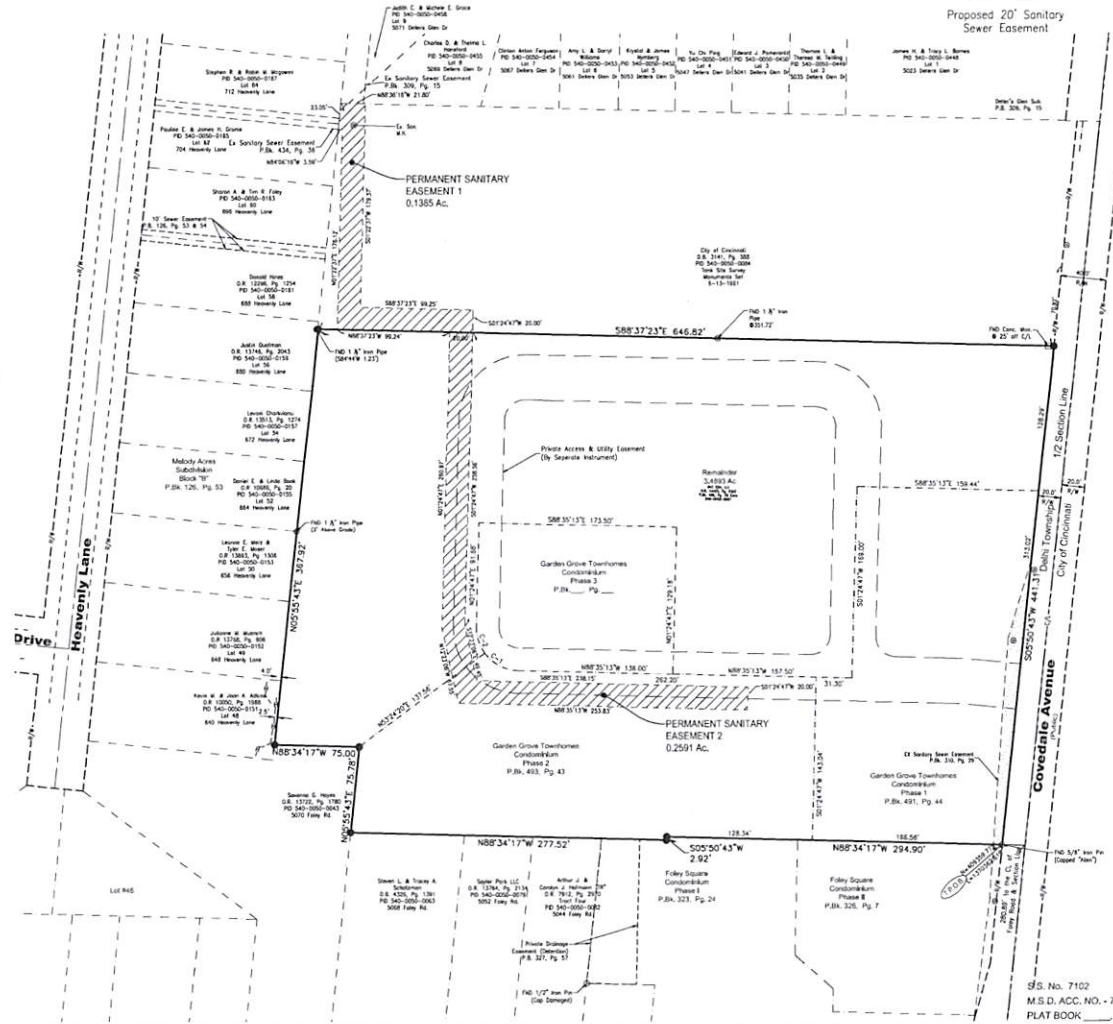
**RECOMMENDED BY:**

CATHY B. BAILEY, DIRECTOR, GREATER CINCINNATI WATER WORKS

**OWNER'S CERTIFICATE**

PROPERTY SHOWN HEREON ON THIS PLAT WAS CONVEYED TO 643 COV LLC BY DEED RECORDED IN OFFICIAL RECORD #1839, PAGE 1103, OFFICIAL RECORD #1830, PAGE 1980 AND OFFICIAL RECORD #1835, PAGE 2905 OF THE HAMILTON COUNTY RECORDER'S OFFICE AND REFERENCED IN THE AUDITORS BOOK 540, PAGE 0050, PARCEL 0567 OF THIS A.C.D.O.

AND CITY OF CINCINNATI BY DEED RECORDED IN DEED BOOK 341, PAGE 388 OF THE HAMILTON COUNTY RECORDER'S OFFICE AND REFERENCED IN THE AUDITORS BOOK 540, PAGE 0050, PARCEL 0084 OF THIS A.C.D.O.



S.S. No. 7102  
M.S.D. ACC. NO. - 78615  
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



Sheet	Revision	Description
1	1	Issue for Public Review
1	2	Issue for Public Review
1	3	Issue for Public Review
1	4	Issue for Public Review
1	5	Issue for Public Review
1	6	Issue for Public Review
1	7	Issue for Public Review
1	8	Issue for Public Review
1	9	Issue for Public Review
1	10	Issue for Public Review

**643 COVEDALE AVENUE  
GARDEN GROVE**  
SECTION 12, TOWN 3, F. RANGE 1, BTM  
DELHI TOWNSHIP  
HAMILTON COUNTY, OHIO  
EASEMENT PLAT

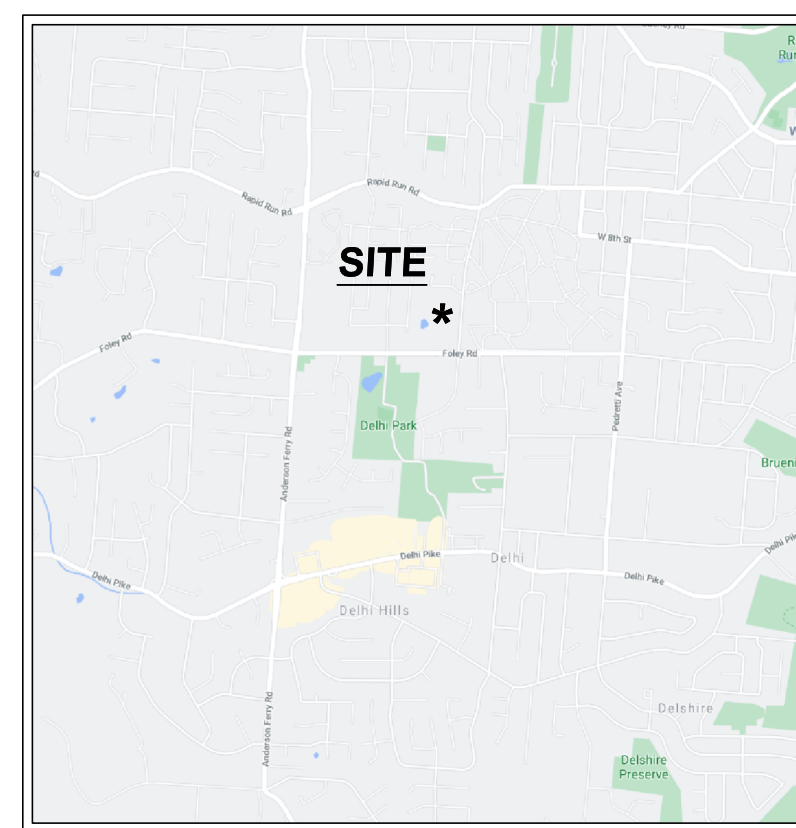


Drawn by: 20-0171 EP MSD  
Checked by: JOL  
Issue Date: MAR  
Issue Date: 7-30-21

1 of 1

Plot Date: Nov 17, 2022 - 2:46pm  
 Drawing Name: J:\2020\0171 EP MSD\0171 EP MSD.dwg - Layout Table





VICINITY MAP  
n.l.s.

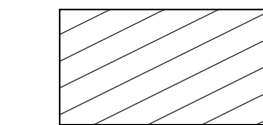
# SANITARY SEWER EASEMENT DEDICATION PLAT FOR GARDEN GROVE DEVELOPMENT 643 COVEDALE AVENUE

SECTION 12, TOWN 3, F. RANGE 1, BTM  
DELHI TOWNSHIP  
HAMILTON COUNTY, OHIO

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	51°59'32"	37.50'	34.03'	562°35'26"E 32.87'
C-2	38°00'28"	37.50'	24.88'	S17°35'26"E 24.42'

### LEGEND

- Found 5/8" Iron Pin (Cap as noted)
- Set 5/8" Iron Pin (5/8"x30" capped "BayerBecker")
- ⊗ Found Iron Pipe
- Found Conc. Mon.



Proposed 20' Sanitary Sewer Easement

### EASEMENT TABLE

- 540-0050-0084 Permanent Sanitary Sewer Easement #1 0.1385 Ac.
- 540-0050-0567 Permanent Sanitary Sewer Easement #2 0.2591 Ac.

### DEDICATION STATEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, WE THE UNDERSIGNED IN CONSIDERATION OF (\$1,000) AND OTHER CONSIDERATIONS TO US PAID BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO, FOR THE USE AND BENEFIT OF THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED DO HEREBY GRANT, BARGAIN, SELL, AND CONVEY TO THE SAID BOARD OF COUNTY COMMISSIONERS, ITS SUCCESSORS AND ASSIGNS FOREVER, A PERMANENT EASEMENT TOGETHER WITH THE RIGHT OF ENTRY AND RE-ENTRY FOR THE CONSTRUCTION, PERPETUAL MAINTENANCE, RECONSTRUCTION, REPAIR, AND OPERATION OF A SEWER AND SEWER APPURTENANCES IN AND UPON THE LANDS SHOWN ON THIS PLAT INCLUDING BUT NOT LIMITED TO DRIVEWAY AND PARKING AREA, SAID PERMANENT SEWER EASEMENT TO BE 20-FEET IN WIDTH AND BEING 10-FEET ON EACH SIDE OF THE CENTERLINE OF THE SAID SEWER AS CONSTRUCTED OR AS SHOWN ON THIS PLAT. THE PERMANENT SEWER EASEMENTS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS:

### RESTRICTIONS ON SEWER EASEMENTS

NO STRUCTURE OF ANY KIND WHICH CAN INTERFERE WITH THE CONSTRUCTION OR PERPETUAL ACCESS TO SAID PUBLIC SEWER SHALL BE PLACED IN OR UPON THE PERMANENT SEWER EASEMENT, EXCEPTING ITEMS SUCH AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SURFACES USED FOR INGRESS AND EGRESS, PLANTS, TREES, SHRUBBERY, LANDSCAPING OR OTHER SIMILAR ITEMS BEING NATURAL OR ARTIFICIAL.

ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED IN OR UPON THE PERMANENT SEWER EASEMENT SHALL BE SO PLACED AT THE SOLE EXPENSE OF THE PROPERTY OWNER, AND THE GRANTEE OR ASSIGNS OF ANY PERMANENT EASEMENT, HENCEFORTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY, NOR TO THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, FOR THE CONDITIONS, DAMAGE TO, OR REPLACEMENT OF ALL SUCH AFORESAID ITEMS, OR ANY OTHER ITEMS PLACED UPON THE EASEMENT RESULTING FROM THE EXISTENCE OR USE OF THE SAID PERMANENT OR TEMPORARY CONSTRUCTION SEWER EASEMENT BY THE GRANTEE OR ASSIGNS. ANY STRUCTURE CONSTRUCTED ON SAID PROPERTY IN WHICH SAID SEWER EASEMENT EXISTS SHALL BE KEPT NOT LESS THAN THREE (3) FEET OUTSIDE THE PERMANENT EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE.

IT SHALL BE THE OBLIGATION OF THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI AT ITS EXPENSE TO REPAIR THE EXISTING FENCE IN A WORKMANLIKE MANNER, TO THE CONDITION AS NEAR AS PRACTICABLE TO THE EXISTING CONDITION PRIOR TO ANY CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR WORK TO THE SANITARY SEWER, WITHIN THE LIMITS OF THE EASEMENT DESCRIBED ON THIS PLAT.

ANY DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE PETITIONED BY WRITTEN REQUEST TO THE GRANTEE OR THEIR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS. THE OWNERS OF ALL PROPERTIES SHOWN ON THIS PLAT SHALL BE SUBJECT TO ALL APPLICABLE SANITARY SEWER CHARGES, ASSESSMENTS, TARIFF CHARGES OR FEES WHICH HAVE BEEN OR MAY BE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY.

HAMILTON COUNTY AUDITORS PARCEL(S) 540-0050-0567

OWNER: 643 COV LLC, AN OHIO LIMITED LIABILITY COMPANY

NAME:

PRINTED NAME:

TITLE:

THIS IS AN ACKNOWLEDGEMENT CERTIFICATE; NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THIS NOTARIAL ACT.

STATE OF: OHIO  
COUNTY OF: HAMILTON

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME \_\_\_\_\_ (TITLE) OF 643 COV LLC, AN OHIO LIMITED LIABILITY COMPANY, WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT THEY DID SIGN THE FORGOING INSTRUMENT AND THAT SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC:

MY COMMISSION EXPIRES: \_\_\_\_\_

HAMILTON COUNTY AUDITORS PARCEL(S) 540-0050-0084

CITY OF CINCINNATI

BY:

CINCINNATI CITY MANAGER

THIS IS AN ACKNOWLEDGEMENT CERTIFICATE; NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THIS NOTARIAL ACT.

STATE OF OHIO )

COUNTY OF HAMILTON ) SS:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE CITY MANAGER OF THE CITY OF CINCINNATI, AN OHIO MUNICIPAL CORPORATION, ON BEHALF OF THE MUNICIPAL CORPORATION BY APPROVED ORDINANCE \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

### CERTIFICATION

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE RETURN OF A SURVEY MADE UNDER MY DIRECTION.

JEFFREY O. LAMBERT, P.S.  
REGISTERED SURVEYOR #7968 STATE OF OHIO

UNLESS THE EASEMENTS ARE EXPRESSLY DESCRIBED HEREON, THE SEWER EASEMENTS SHALL BE GRANTED IN THE LOCATIONS AND AS DESCRIBED HEREON OR WITHIN A REASONABLE DISTANCE AND DIRECTION TO FACILITATE ACTUAL INSTALLATION OF THE SEWERS. SANITARY SEWER EASEMENTS ARE FOR THE USE AND BENEFIT OF ADJACENT LOTS AND/OR FUTURE DEVELOPMENTS FOR THE PURPOSE OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXTENSION, OR REPLACEMENT OF SANITARY SEWER BUILDING CONNECTIONS AND/OR SANITARY MAINLINE SEWERS APPROVED BY M.S.D.

### APPROVED:

SEWERS CHIEF ENGINEER - MSD

### SANITARY SEWER ACCEPTANCE

THE COUNTY OF HAMILTON, OHIO HEREBY APPROVES BY, FOR, ON BEHALF OF AND IN THE NAME OF THE COUNTY OF HAMILTON AND UNDER THE AUTHORITY OF ITS BOARD OF COUNTY COMMISSIONERS BY VIRTUE OF R.C. SECTION 305.30 AND THE RESOLUTION ADOPTED APRIL 20, 2016 AND ENTERED INTO THE JOURNAL OF SAID BOARD.

COUNTY ADMINISTRATOR

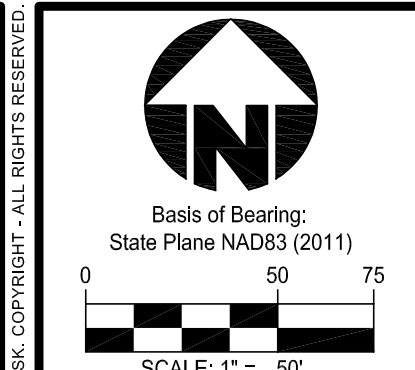
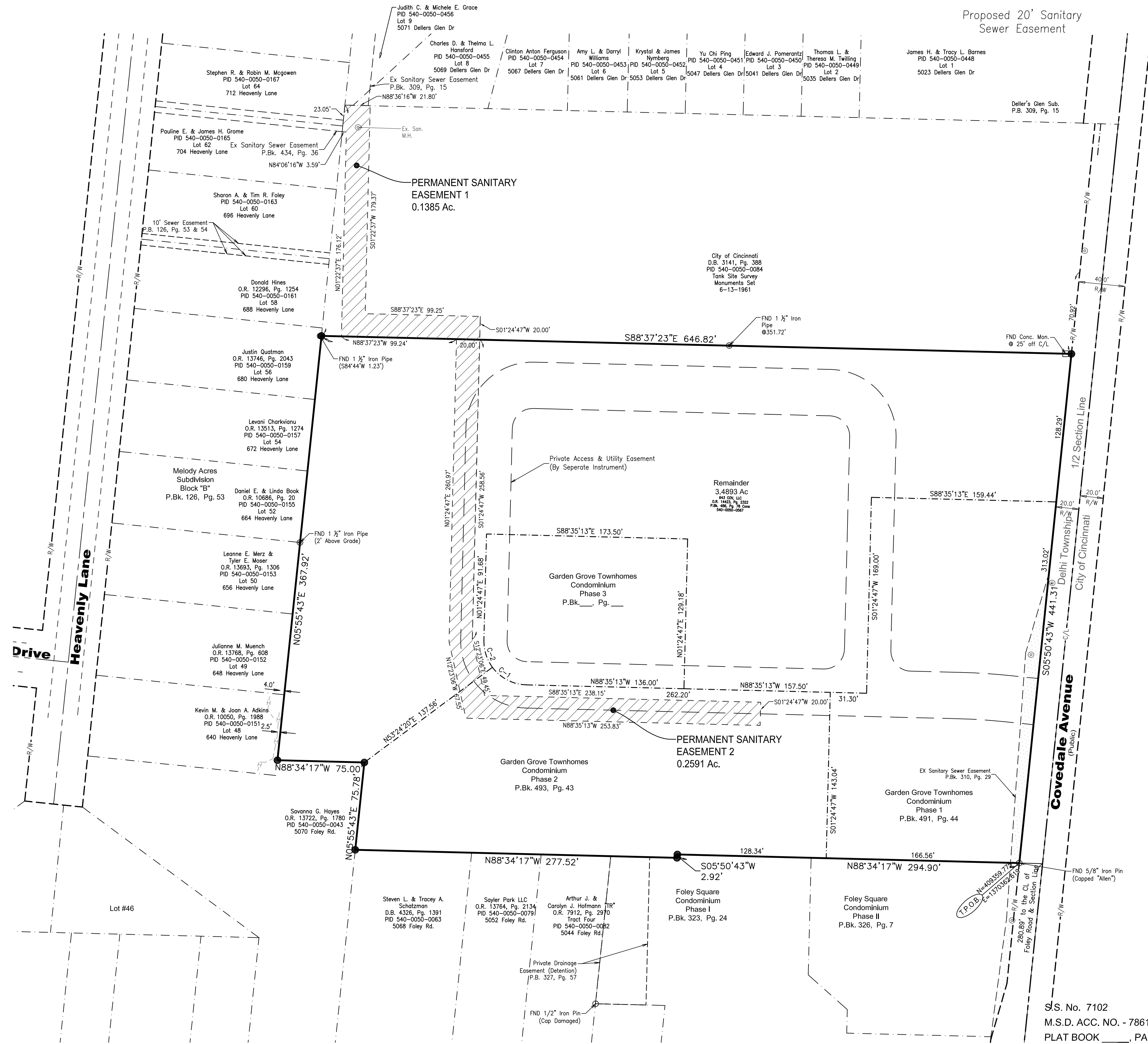
DATE

### RECOMMENDED BY:

CATHY B. BAILEY, DIRECTOR, GREATER CINCINNATI WATER WORKS

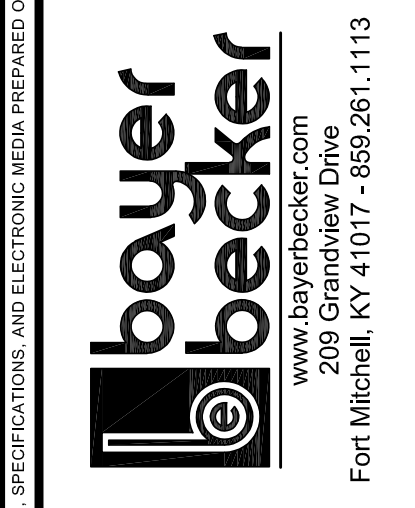
### OWNER'S CERTIFICATE

PROPERTY SHOWN HEREON THIS PLAT WAS CONVEYED TO 643 COV LLC BY DEED RECORDED IN OFFICIAL RECORD 14335, PAGE 1702, OFFICIAL RECORD 14335, PAGE 1980 AND OFFICIAL RECORD 14335, PAGE 2955 OF THE HAMILTON COUNTY RECORDER'S OFFICE AND REFERENCED IN THE AUDITOR'S BOOK 540, PAGE 0050, PARCEL 0567, OF THE H.C.R.O. AND CITY OF CINCINNATI BY DEED RECORDED IN DEED BOOK 3141, PAGE 388 OF THE HAMILTON COUNTY RECORDER'S OFFICE AND REFERENCED IN THE AUDITOR'S BOOK 540, PAGE 0050, PARCEL 0084 OF THE H.C.R.O.



Item	Revision Description	Date	Drawn	Chk
1	Rev Temp. Access Area	11-29-21	j.o.l.	
2	Rev per City	12-09-21	j.o.l.	
3	Rev per MSD	1-6-22	j.o.l.	
4	Rev per MSD	1-13-22	j.o.l.	
5	Rev per MSD	2-18-22	j.o.l.	
6	Rev per GOWW	3-14-22	j.o.l.	
7	Rev per Condo Recordings	11-17-22	j.o.l.	

**643 COVEDALE AVENUE  
GARDEN GROVE**  
SECTION 12, TOWN 3, FR. RANGE 1, BTM  
DELHI TOWNSHIP  
HAMILTON COUNTY, OHIO  
EASEMENT PLAT



Drawing: 20-0171 EP MSD  
Drawn by: j.o.l.  
Checked by: MAR  
Issue Date: 7-30-21  
Sheet:

1 of 1

Plot time: Nov 17, 2022 - 7:44am  
Drawing name: J:\2020\20-0171\15\VDWG\20-0171 EP MSD.dwg - Layout Tab.EPS

THIS DOCUMENT AND ALL RELATED DETAIL DRAWINGS, SPECIFICATIONS, AND ELECTRONIC MEDIA PREPARED OR FURNISHED BY BAYER BECKER (BB) ARE PROPERTY OF BB. NO DISSEMINATION, REPRODUCTION, OR DUPLICATION IN WHOLE OR IN PART MAY BE MADE WITHOUT WRITTEN PERMISSION OF BB. AND IS DONE SO AT USER'S SOLE RISK. COPYRIGHT - ALL RIGHTS RESERVED.

Date: 1/19/2023

202300352


To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Taylor Swift Pre Party)**

---

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Taylor Swift Pre Party  
EVENT SPONSOR/PRODUCER: Holy Grail  
CONTACT PERSON: Lori Salzarulo  
LOCATION: 161 E Joe Nuxhall Way  
DATE(S) AND TIME(S): 06/30/2023 & 7/1//2023  
EVENT DESCRIPTION: Community event prior to the Taylor Swift concerts at Paycor Stadium.  
ANTICIPATED ATTENDANCE: 1,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (Lori Salzarulo)

  
cc: Colonel Teresa A. Theetge, Police Chief

**January 19, 2023**  
202300354

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

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

**Subject: Emergency Ordinance – DCED: Saks Acquisition – TIF**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF,” for the purpose of providing resources for the acquisition of the improvements located at 101 W. Fifth Street, commonly known as the Saks Fifth Avenue building; **AUTHORIZING** the transfer and appropriation of the sum of \$3,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF”; and **DECLARING** that expenditures from newly created capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF,” to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of the sum of \$3,000,000 from the Downtown South/ Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF” to provide resources for the acquisition of improvements to the Saks Fifth Avenue Building at 101 W. Fifth Street.

On June 17, 2022, Saks Fifth Avenue ("Saks") provided the City with a notice of its intent to discontinue operations at the 101 W. Fifth Street location in Cincinnati's Central Business District. Under the terms of the lease, the notice from Saks of its intent to discontinue operations provides the City with the right to terminate the lease and purchase the improvements on the property.

The City's termination rights required that Saks and the City agree to the value of the improvements and provide for a binding arbitration process should the City and Saks not agree to a valuation. The City conducted an appraisal of the improvements owned by Saks under the lease and determined the fair market value of these improvements to be \$2,595,000. Pursuant to an arms-length negotiation, and in the interest of forgoing the arbitration process outlined in the ground lease, the City and Saks have agreed upon a purchase price of \$3,000,000.

Investing in the acquisition of the improvements to the property held by Saks is in accordance with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity,” as described on pages 103-113 of Plan Cincinnati (2012).

The reason for the emergency is the need to enable the parties to close on the City’s purchase of the improvements and termination of the lease pursuant to the City’s notice of lease termination.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

**EMERGENCY**

**LES**

**-2023**

**AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF,” for the purpose of providing resources for the acquisition of the improvements located at 101 W. Fifth Street, commonly known as the Saks Fifth Avenue building; **AUTHORIZING** the transfer and appropriation of the sum of \$3,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF”; and **DECLARING** that expenditures from newly created capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF,” to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, on June 17, 2022, Saks Fifth Avenue (“Saks”) provided the City with a notice of its intent to discontinue operations at the 101 W. Fifth Street location in Cincinnati’s Central Business District; and

WHEREAS, under the terms of the ground lease between Saks and the City, Saks’ notice of its intent to discontinue operations provides the City with the right to terminate the lease and purchase the improvements located on the property; and

WHEREAS, in order to terminate the lease and transfer ownership in the improvements, the ground lease requires that Saks and the City agree on the fair market value of the improvements, or, if they are unable to do so, enter into binding arbitration to determine such value; and

WHEREAS, the City’s Real Estate Services Division has determined by appraisal that the fair market value of the improvements is approximately \$2,595,000; and

WHEREAS, pursuant to an arms-length negotiation, and in the interest of forgoing the arbitration process outlined in the ground lease, the City and Saks have agreed upon a purchase price of \$3,000,000; and

WHEREAS, investing in the acquisition of the improvements to the property held by Saks is in accordance with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity,” as described on pages 103-113 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF,” is hereby established for the purpose of providing resources for the acquisition of the improvements located at 101 W. Fifth Street, commonly known as the Saks Fifth Avenue building.

Section 2. That the transfer and appropriation of the sum of \$3,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x231637, “Saks Acquisition – TIF,” is hereby authorized for the purpose of providing resources for the acquisition of the improvements located at 101 W. Fifth Street, commonly known as the Saks Fifth Avenue building.

Section 3. That Council hereby declares that the “Saks Acquisition – TIF” capital improvement program project constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the need to enable the parties to close on the City's purchase of the improvements and termination of the lease pursuant to the City's notice of lease termination.

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

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

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



January 19, 2023

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

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

202300355

**Subject:** **Emergency Ordinance – Parks: Sawyer Point Public Landing Parking**

Attached is an Emergency Ordinance captioned:

**ESTABLISHING** capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System,” for the purpose of providing resources for the installation of new parking hardware and software systems for parking lots located at Sawyer Point and the Public Landing; **AUTHORIZING** the transfer and appropriation of up to \$61,385 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to newly established capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System”; and **AUTHORIZING** the transfer and appropriation of up to \$122,772 from the unappropriated surplus of Sawyer Point Fund 318 to newly established capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System.”

Approval of this Emergency Ordinance authorizes the transfer and appropriation of up to \$61,385 from the Cincinnati Riverfront Park Fund 329 and up to \$122,772 from the Cincinnati Sawyer Point Fund 318 to newly established capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System” for the purpose of providing resources for the installation of a new parking hardware and software system for the Sawyer Point and Public Landing parking lots.

Sawyer Point and Public Landing parking lots are vital components to the Waterfront operations. The revenue generated by this operation provides support for the maintenance and beautification of the Waterfront. The existing conditions of the Sawyer Point parking system are outdated and malfunctioning on a regular basis, causing a loss of revenue.

Installation of a new parking hardware and software system is in accordance with the “Sustain” goal to “[m]anage our financial resources” as described on pages 199-205 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to transfer the funding necessary to avoid project delays.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments





## EMERGENCY

LES

- 2023

**ESTABLISHING** capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System,” for the purpose of providing resources for the installation of new parking hardware and software systems for parking lots located at Sawyer Point and the Public Landing; **AUTHORIZING** the transfer and appropriation of up to \$61,385 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to newly established capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System”; and **AUTHORIZING** the transfer and appropriation of up to \$122,772 from the unappropriated surplus of Sawyer Point Fund 318 to newly established capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System.”

WHEREAS, the existing hardware and software systems for parking lots owned by the City located at Sawyer Point and the Public Landing are in need of replacement due to frequent malfunction; and

WHEREAS, sufficient resources are currently available in the unappropriated surpluses of Cincinnati Riverfront Park Fund 329 and Sawyer Point Fund 318 to pay for this replacement; and

WHEREAS, this ordinance is in accordance with the “Sustain” goal to “[m]anage our financial resources” as described on pages 199-205 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System,” is hereby established for the purpose of providing resources for the installation of new parking hardware and software systems for parking lots located at Sawyer Point and Public Landing.

Section 2. That the transfer and appropriation of up to \$61,385 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to newly established capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System,” is hereby authorized for the purpose of providing resources for the installation of new parking hardware and software systems for parking lots located at the Public Landing.

Section 3. That the transfer and appropriation of up to \$122,772 from the unappropriated surplus of Sawyer Point Fund 318 to newly established capital improvement program project account no. 980x203x232034, “Sawyer Point Public Landing Parking System,” is hereby authorized for the purpose of providing resources for the installation of new parking hardware and software systems for parking lots located at Sawyer Point.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer the funding necessary to avoid project delays.

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

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

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

January 19, 2023

**To:** Mayor and Members of City Council 202300356

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

**Subject: Emergency Ordinance – DOTE: Accept and Appropriate SORTA Transit Infrastructure Fund Grants (TIG)**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the establishment of eleven new capital improvement program project accounts in the Department of Transportation and Engineering according to the attached Schedule of Appropriation, for the purpose of providing Southwest Ohio Regional Transit Authority Transit Infrastructure Fund resources for the timely completion of various public infrastructure projects throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a grant in the amount of up to \$18,345,830 from the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund to the various newly established capital improvement program project accounts according to the attached Schedule of Appropriation; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

This Emergency Ordinance authorizes the establishment of eleven new capital improvement program project accounts in the Department of Transportation and Engineering (DOTE), according to the attached Schedule of Appropriation, for the purpose of providing Southwest Ohio Regional Transit Authority (SORTA) Transit Infrastructure Fund resources for the timely completion of various public infrastructure projects throughout the City. This Emergency Ordinance also authorizes the City Manager to accept and appropriate a grant in the amount of up to \$18,345,830 from the SORTA Transit Infrastructure Fund to the various newly established capital improvement program project accounts according to the attached Schedule of Appropriation. Finally, this Emergency Ordinance authorizes the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

On August 3, 2022, the City Council approved Ordinance No. 0239-2022, which authorized the City Manager to apply for grants awarded by the SORTA Transit Infrastructure Fund for the purpose of ensuring the timely completion of various public infrastructure projects throughout the City. The City was awarded grant resources in the amount of up to \$18,345,830. Grant resources will not be accepted without approval from the City Council.

Anticipated sources of local matching funds are identified in Attachment A. No additional FTEs are associated with the acceptance of these grant resources.

The implementation of various public infrastructure is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability,” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 129-138 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need for the Department of Transportation and Engineering to accept and appropriate grants awarded by the SORTA Transit Infrastructure Fund within the timeline established by SORTA.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

**KKF**

**- 2023**

**AUTHORIZING** the establishment of eleven new capital improvement program project accounts in the Department of Transportation and Engineering according to the attached Schedule of Appropriation, for the purpose of providing Southwest Ohio Regional Transit Authority Transit Infrastructure Fund resources for the timely completion of various public infrastructure projects throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a grant in the amount of up to \$18,345,830 from the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund to the various newly established capital improvement program project accounts according to the attached Schedule of Appropriation; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on August 3, 2022, Council approved Ordinance No. 0239-2022, which authorized the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority (“SORTA”) Transit Infrastructure Fund for the purpose of ensuring the timely completion of various public infrastructure projects throughout the City; and

WHEREAS, grant resources in the amount of up to \$18,345,830 are available from the SORTA Transit Infrastructure Fund for various public infrastructure projects throughout the City; and

WHEREAS, grant resources will not be accepted without approval from Council; and

WHEREAS, anticipated sources of local matching funds, which would come from existing and future capital improvement program project accounts, are identified for each of the projects in Attachment A; and

WHEREAS, no additional FTEs are associated with the acceptance of these grant resources; and

WHEREAS, the implementation of various public infrastructure improvements is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability,” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish eleven new capital improvement program project accounts in accordance with the attached Schedule of Appropriation for the purpose of providing Southwest Ohio Regional Transit Authority (“SORTA”) Transit Infrastructure Fund resources for the timely completion of various public infrastructure projects throughout the City.

Section 2. That the City Manager is hereby authorized to accept and appropriate a grant in the amount of up to \$18,345,830 from the SORTA Transit Infrastructure Fund to the various newly established capital improvement program project accounts in accordance with the attached Schedule of Appropriation.

Section 3. That the City Manager is hereby authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Department of Transportation and Engineering to accept and appropriate grants awarded by the SORTA Transit Infrastructure Fund within the timeline established by SORTA.

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

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

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

**SCHEDULE OF APPROPRIATION**

Grant Program	Fund	Agency	PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION	Original Authorization	Amount to be Increased	Revised Authorization
SORTA	980	232	232376 Crown Wasson Way Crossing Transit Grant	\$0	\$450,000	\$450,000
SORTA	980	233	232378 2nd St. East Approach Bridge Transit Grant	\$0	\$720,000	\$720,000
SORTA	980	233	232379 Anderson Ferry Road Transit Grant	\$0	\$610,221	\$610,221
SORTA	980	233	232380 Art Museum Drive Wall Transit Grant	\$0	\$1,127,651	\$1,127,651
SORTA	980	233	232384 Erie & Rosslyn Improvements Transit Grant	\$0	\$2,160,000	\$2,160,000
SORTA	980	233	232385 Fairbanks & Delhi Avenues Transit Grant	\$0	\$1,680,000	\$1,680,000
SORTA	980	233	232388 Jefferson Ave. Transit Grant	\$0	\$2,400,000	\$2,400,000
SORTA	980	233	232389 River Rd Rehab PID 110413 Transit Grant	\$0	\$2,400,000	\$2,400,000
SORTA	980	233	232390 Wilder Ave. Wall Transit Grant	\$0	\$267,958	\$267,958
SORTA	980	239	232391 CTCS OTR Fiber Transit Grant	\$0	\$5,250,000	\$5,250,000
SORTA	980	239	232392 7th & Vine Improvements Transit Grant	\$0	\$1,280,000	\$1,280,000
<b>TOTAL</b>				<b>\$0</b>	<b>\$18,345,830</b>	<b>\$18,345,830</b>

## Attachment A

### Southwest Ohio Regional Transit Authority Transit Infrastructure Fund Matches by Project

Project	Transit Infrastructure Fund Grant Amount	Deposit into Capital Improvement Program Project Account	Required Matching Funds	Matching Funds Source
2nd Street East Approach Bridge Rehabilitation	\$720,000	2nd St. East Approach Bridge Transit Grant (New Account)	\$80,000	The remainder of the project cost will be from the existing Bridge Rehabilitation account no. 980x233x212338.
7th & Vine Improvements	\$1,280,000	7th & Vine Improvements Transit Grant (New Account)	\$320,000	The remainder of the project cost will be from existing Street Light Infrastructure accounts and Traffic Signal Infrastructure accounts, as well as future Neighborhood Transportation Strategies account no. 980x232x242336, Safety Improvements account no. 980x232x242305, and Pedestrian Safety account no. 980x232x242383.
Anderson Ferry Road Improvements	\$610,221	Anderson Ferry Road Transit Grant (New Account)	\$261,523	The remainder of the project cost will be from existing Wall Stabilization and Landslide Correction account no. 980x233x232312.
Art Museum Drive Wall Rehabilitation	\$1,127,651	Art Museum Drive Wall Transit Grant (New Account)	\$281,913	The remainder of the project cost will be from existing Wall Stabilization and Landslide Correction account no. 980x233x232312.
Crown Wasson Way Crossing Improvements	\$450,000	Crown Wasson Way Crossing Transit Grant (New Account)	\$526,228	The remainder of the project cost will be from two allocations from the Ohio Budget \$250,000 (FY21-22 Ohio Budget) and \$350,000 (FY23-24 Ohio Budget).
CTC OTR Fiber Project (PID 115277)	\$5,250,000	CTCS OTR Fiber Transit Grant (New Account)	\$0	The remainder of the project cost will be from an OKI Grant PID 115277 and an OPWC Grant.
Erie & Rosslyn Improvements	\$2,160,000	Erie & Rosslyn Improvements Transit Grant (New Account)	\$540,000	The remainder of the project cost will be from future Street Rehabilitation account no. 980x233x242308, Neighborhood Transportation Strategies account no. 980x232x242336, Safety Improvements account no. 980x232x242305, and Pedestrian Safety account no. 980x232x242383.
Fairbanks and Delhi Avenues Safety Improvement	\$1,680,000	Fairbanks and Delhi Avenues Transit Grant (New Account)	\$1,680,000	The remainder of the project cost will be from existing OPWC Grant account no. 980x233x212339.
Jefferson Avenue Rehabilitation	\$2,400,000	Jefferson Ave. Transit Grant (New Account)	\$600,000	The remainder of the project cost will be from future Street Rehabilitation account no. 980x233x242308, Neighborhood Transportation Strategies account no. 980x232x242336, Safety Improvements account no. 980x232x242305, and Pedestrian Safety account no. 980x232x242383.
River Road Rehab PID 110413	\$2,400,000	River Rd Rehab PID 110413 Transit Grant (New Account)	\$3,350,000	The remainder of the project cost will come from existing ODOT PID 110413 Grant account no. 980x233x232364 and Street Rehabilitation account no. 980x233x232308
Wilder Avenue Wall Rehab	\$267,958	Wilder Ave. Wall Rehab Transit Grant (New Account)	\$66,989	The remainder of the project cost will be from existing Wall Stabilization and Landslide Correction account no. 980x233x232312.
<b>Totals</b>	<b>\$18,345,830</b>		<b>\$7,706,653</b>	



January 19, 2023

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

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

202300357

**Subject: Emergency Ordinance – Office of Human Relations: Black Is Excellence Banner Project Donation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate a donation in the amount of up to \$10,000 from Fifth Third Bank for the purpose of providing resources for the Black Is Excellence Banner Project; and **AUTHORIZING** the Finance Director to deposit the donated resources into Human Relations Fund 435 revenue account no. 435x8571.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a donation in the amount of up to \$10,000 from Fifth Third Bank for the purpose of providing resources for the Black Is Excellence Banner Project. This Emergency Ordinance also authorizes the Finance Director to deposit the donated resources into Human Relations Fund 435 revenue account no. 435x8571.

The Black Is Excellence Banner Project includes displaying banners on street poles and on digital display boards in Downtown Cincinnati to bring recognition to Black History Month in 2023. Fifth Third Bank offered to donate resources to cover costs related to the banners and digital display boards. The City will use the donated resources to pay \$7,500 to the Cincinnati USA Regional Chamber for the banners and to pay \$2,500 to the Cincinnati Center City Development Corp. (3CDC) for use of the digital display boards. The payments will be made from Human Relations Fund non-personnel operating budget account no. 435x101x7000x7289.

Acceptance of the donation does not require matching resources or new FTEs.

The Black Is Excellence Banner Project is in accordance with the “Live” goals to “[b]uild a robust public life” and “[c]reate a more livable community” as described on pages 149 and 156 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the donation and pay the vendors in order to complete the Black Is Excellence Banner Project in time for Black History Month in February 2023.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## EMERGENCY

CMZ

- 2023

**AUTHORIZING** the City Manager to accept and appropriate a donation in the amount of up to \$10,000 from Fifth Third Bank for the purpose of providing resources for the Black Is Excellence Banner Project; and **AUTHORIZING** the Finance Director to deposit the donated resources into Human Relations Fund 435 revenue account no. 435x8571.

WHEREAS, the Black Is Excellence Banner Project includes displaying banners on street poles and on digital display boards in downtown Cincinnati for the purpose of bringing recognition to Black History Month in 2023; and

WHEREAS, Fifth Third Bank has offered to donate resources to cover the costs related to the banners and digital display boards, and the City will use the donated resources to pay \$7,500 to the Cincinnati USA Regional Chamber for the banners and to pay \$2,500 to the Cincinnati Center City Development Corp. (3CDC) for use of digital display boards; and

WHEREAS, acceptance of the donation requires no matching funds, and there are no FTEs associated with the donations; and

WHEREAS, the Black Is Excellence Banner Project is in accordance with the “Live” goals to “[b]uild a robust public life” and “[c]reate a more livable community” as described on pages 149 and 156 of Plan Cincinnati (2012); now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati:

Section 1. The City Manager is hereby authorized to accept and appropriate a donation in the amount of up to \$10,000 from Fifth Third Bank for the purpose of providing resources for the Black Is Excellence Banner Project.

Section 2. That the Finance Director is hereby authorized to deposit funds donated to the City of Cincinnati for the Black Is Excellence Banner Project into Human Relations Fund No. 435 revenue account no. 435x8571.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to implement Sections 1 and 2 herein.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the donation and pay the vendors in order to complete the Black Is Excellence Banner Project in time for Black History Month in February 2023.

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

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

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

**January 19, 2023**

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

202300358

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

**Subject: Emergency Ordinance – Authorizing the Expenditure of Funds for the Purchase of Refrigerators and Microwaves for Use by City Employees**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the expenditure of funds for the purchase of refrigerators and microwaves for use by City employees in City workplaces, for the purpose of promoting employee efficiency and morale; **AUTHORIZING** the City Manager to establish policies specifying the circumstances in which such funds may be expended, as well as controls to ensure the appropriate expenditure of such funds; and further **DECLARING** that such expenditures serve a public purpose.

This emergency ordinance declares the expenditure of funds for the purchase of refrigerators and microwaves for use by City employees in certain work locations as a public purpose and authorizes the expenditure of funds in accordance with rules and regulations established by the City Manager. In order to promote employee health, productivity, efficiency and morale, the expenditure of funds for appliances is necessary at times. Administration will establish a new Administrative Regulation defining the rules and regulations established by the City Manager for the use of City funds for this purpose.

This emergency ordinance is recommended for approval. An emergency ordinance is necessary to provide funding for expenditures needed in departments.

cc: William “Billy” Weber, Assistant City Manager  
Karen Alder, Finance Director

## EMERGENCY

CFG

-2023

**AUTHORIZING** the expenditure of funds for the purchase of refrigerators and microwaves for use by City employees in City workplaces, for the purpose of promoting employee efficiency and morale; **AUTHORIZING** the City Manager to establish policies specifying the circumstances in which such funds may be expended, as well as controls to ensure the appropriate expenditure of such funds; and further **DECLARING** that such expenditures serve a public purpose.

WHEREAS, many City employees bring food and beverages to their workplaces for consumption during business hours, customarily for their lunch, and many City employees do not have ready access to healthy food options near their work locations; and

WHEREAS, the availability of refrigerators and microwaves in City workplaces promotes employees' safe and expedient access to food and beverages; and

WHEREAS, providing access to refrigerator and microwaves enables City employees to remain at the workplace while consuming food and beverages, thereby enhancing productivity by eliminating the need to leave the work site for food, and promotes employee collegiality, morale, and health through eating together and providing access to safe food storage; 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 expend funds for the purchase of refrigerators and microwaves for use by City employees in City workplaces, for the purposes of promoting employee health, efficiency, and morale.

Section 2. That the City Manager is hereby authorized to establish policies identifying the circumstances in which such funds may be expended pursuant to the authorization in Section 1 herein, as well as controls to ensure the appropriate expenditure of such funds.

Section 3. That the expenditure of funds for the purposes described in Section 1 herein serves a public purpose.

Section 4. That the proper City officials are authorized to do all things necessary and proper to comply with the provisions of Sections 1 and 2 herein.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms or Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to permit expenditure of funds for appliances for use by City employees in City workplaces, in furtherance of employee health, efficiency, and morale.

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

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

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

Date: January 19, 2023

To: Mayor and Members of City Council 202300362  
From: Sheryl M. M. Long, City Manager  
Subject: ORDINANCE – BAM REALTY GROUP PROPERTY SALE AGREEMENT

---

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Property Sale Agreement with BAM Realty Group, LLC, pursuant to which the City will vacate and convey a portion of the public right-of-way known as Madison Road in Oakley.

The City of Cincinnati owns certain real property designated as a portion of the public right-of-way known as Madison Road in the Oakley neighborhood (“Property”), including an approximately 0.0635-acre portion of right-of-way located northeast of Brazee Street, which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

BAM Realty Group, LLC (“Petitioner”) desires to purchase the Property from the City for consolidation with Petitioner’s adjoining real property.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest.

The approximate fair market value of the Property is \$5,800, which Petitioner has agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on October 15, 2021.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

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

# City of Cincinnati

CHM

EESW

## An Ordinance No. \_\_\_\_\_ - 2023

**AUTHORIZING** the City Manager to execute a *Property Sale Agreement* with BAM Realty Group, LLC, pursuant to which the City will vacate and convey a portion of the public right-of-way known as Madison Road in Oakley.

WHEREAS, the City owns the public right-of-way known as Madison Road, including an approximately 0.0635-acre portion located northeast of Brazee Street, as more particularly depicted and described in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (such portion of public right-of-way being an undeveloped berm, referred to herein as the “Property”), which Property is under the management of the City’s Department of Transportation and Engineering (“DOTE”); and

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

WHEREAS, BAM Realty Group, LLC, an Ohio limited liability company (“Petitioner”), owns the real property adjoining the Property and has petitioned the City to vacate and sell the Property to facilitate a redevelopment project on Petitioner’s property; and

WHEREAS, the City’s vacation and sale of the Property was published in a local newspaper of general circulation for six consecutive weeks pursuant to Sections 723.04 and 723.07, Ohio Revised Code; and

WHEREAS, pursuant to Section 331-1, Cincinnati Municipal Code, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that: (i) the Property is not needed for transportation purposes or any other municipal purpose; (ii) there is good cause to vacate the Property; and (iii) the vacation of the Property will not be detrimental to the general interest; and

WHEREAS, the City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Property is approximately \$5,800, which Petitioner has agreed to pay; and

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



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

WHEREAS, in furtherance of the foregoing public purpose, the City believes that the redevelopment project on Petitioner's property is in the vital and best interests of the City and the health, safety, and welfare of its residents and is in accordance with applicable state and local laws; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and sale of the Property at its regularly scheduled meeting on October 15, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* with BAM Realty Group, LLC, an Ohio limited liability company ("Petitioner"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will vacate and convey to Petitioner an approximately 0.0635-acre portion of Madison Road in Oakley, as more particularly depicted and described in the *Property Sale Agreement* ("Property"), which Property is more particularly described as follows:

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

BEGINNING at an existing iron pin with cap stamped "Nordloh" in the west line of Madison Road and at the most easterly corner of a tract conveyed to BAM Realty Group, LLC in Official Record 14187, Page 1166 of the Hamilton County Recorder's Office;

Thence through the lands of the Grantor, South 37°06'41" East, 35.24 feet to a set iron pin in the proposed right of way;

Thence with the proposed right of way and through the land of the Grantor the following five (5) courses:

1. South 52°44'36" West, 5.78 feet to a set iron pin,
2. South 62°10'16" West, 16.99 feet to a set iron pin,
3. South 62°54'32" West, 41.03 feet to a set iron pin,
4. South 53°03'42" West, 33.30 feet to a set iron pin,
5. North 37°20'54" West, 24.88 feet to a set iron pin in a southeast line of aforesaid BAM Realty Group, LLC;

Thence with a southeast line of said BAM Realty Group, LLC, North 52°39'06" East, 96.36 feet to the POINT OF BEGINNING.

CONTAINING 0.0635 ACRES and being subject to all legal easements and highways of record.

The above-described tract being part of a right of way parcel conveyed to the City of Cincinnati in D.B. 3266, Page 159 of the Hamilton County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83) as Established by ODOT VRS GPS Observations Calibrated to City of Cincinnati Control Monuments.

Section 2. That the Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and sell the Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That the City's Real Estate Services Division has determined, by a professional appraisal, the fair market value of the Property is approximately \$5,800, which Petitioner has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns the majority of the abutting property and, as a practical matter, only an abutting property owner would have any practical use for the Property.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

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

Section 7. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance; including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to vacate the Property as public right-of-way and convey the Property to Petitioner.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 10. 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

ATTACHMENT A

## PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **BAM REALTY GROUP, LLC**, an Ohio limited liability company, whose tax mailing address is 3094 Madison Road, Cincinnati, OH 45209 ("**Purchaser**").

### Recitals:

A. The City owns certain real property designated as a portion of the public right-of-way known as Madison Road in the Oakley neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (*Legal Description- the Sale Property*) hereto (the "**Sale Property**"), which Sale Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (*Site Survey*) hereto ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser's Property.

C. Pursuant to Chapter 723 of the Ohio Revised Code, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

D. The City has determined that the Sale Property is not needed for transportation or other municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.

E. Notice of the City's vacation and sale of the Sale Property was published in a local newspaper of general circulation for six consecutive weeks pursuant to sections 723.04 and 723.07, Ohio Revised Code.

F. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$5,800.00, which has been deposited with the City Treasurer.

G. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser's Property abuts the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

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

I. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on October 15, 2021.

J. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [ ]-2023, passed on [ ], 2023.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property {00363545-1}

from the City for \$5,800.00 (the "Purchase Price"). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

## 2. Closing.

(A) Conditions. The closing on the City's sale of the Sale Property to Purchaser (the "Closing") shall not occur unless and until the following conditions have been satisfied (the "Conditions"); *provided however*, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats, Legal Descriptions and Deed: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including, but not limited to: [x] an acceptable deed of record evidencing Purchaser as the vested legal owner as to Purchaser's Property; [y] an acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the Quitclaim Deed in substantially the form attached as Exhibit C – (Form of Quitclaim Deed – Sale Property); and [z] an acceptable survey plat and legal description with closure to consolidate the Sale Property with Purchaser's Property immediately after recording of the Quitclaim Deed – Sale Property in substantially the form attached as Exhibit D (Consolidation Plat – Sale Property and Purchaser's Property);
- (iv) Coordinated Report Conditions (CR #39-2021):
  - (a) DOTE:
    1. The Sale Property shall not include the portion of right-of-way that contains the existing sidewalk. This area shall remain right-of-way.
    2. No vehicular access will be permitted to this parcel from Madison Road now or in the future.
    3. Legal public access is needed for pedestrians using the bridge.
    4. The City shall create and reserve a 15'-0" wide access easement within the Sale Property immediately adjacent to the existing pedestrian bridge for the purpose of providing access to the bridge for performing future bridge maintenance, repairs, replacement, and/or demolition of the pedestrian bridge.

{00363545-1}

5. The City shall reserve easements for any existing utility facilities. The relocation of utility facilities shall be at Purchaser's expense.
6. A covenant shall be placed on the property that no Off-Site Advertising is permitted to occur on the site.
7. [intentionally omitted].
8. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies, and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) Duke Energy: Duke Energy Electric requires an easement for existing facilities located on the Sale Property.

(c) Cincinnati Bell: Cincinnati Bell requires an easement for existing facilities located on the Sale Property. Such facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result as of this request will be handled entirely at the property owner's expense

(d) Buildings & Inspections:

1. Purchaser must be the vested owner of record of Purchaser's Property prior to Closing and shall consolidate the Sale Property with the Purchaser's Property immediately upon transfer of the Sale Property from the City.
2. The property to be conveyed shall be immediately consolidated with the Purchaser's Property immediately upon sale.
3. [intentionally omitted]

(B) Right to Terminate. If either party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **30 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being

{00363545-1}



acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

3. **Notices.** All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

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

(i) Purchaser is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

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

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

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(v) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

(vi) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Neither Purchaser, nor any of its affiliates, owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. **General Provisions.**

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

{00363545-1}

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

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

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

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

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

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

- Exhibit A – *Legal Description -the Sale Property*
- Exhibit B – *Site Survey*
- Exhibit C – *Form of Quit Claim Deed*

{00363545-1}

Executed by the parties on the dates indicated below their respective signatures, effective as of the latest of such dates (the "Effective Date").

**BAM REALTY GROUP, LLC,**  
an Ohio limited liability company

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

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

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

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

[City signatures on the following page]

**CITY OF CINCINNATI**

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

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

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

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

Recommended by:

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

Approved as to Form:

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

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

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

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

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

**EXHIBIT A**  
to Property Sale Agreement

*Legal Description - the Sale Property*

Auditor's Parcel No.: None  
Property Address: None; Madison Road, Cincinnati, Ohio 45209

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**BEGINNING** at an existing iron pin with cap stamped "Nordloh" in the west line of Madison Road and at the most easterly corner of a tract conveyed to BAM Realty Group, LLC in Official Record 14187, Page 1166 of the Hamilton County Recorder's Office;

Thence through the lands of the Grantor, South 37°06'41" East, 35.24 feet to a set iron pin in the proposed right of way;

Thence with the proposed right of way and through the land of the Grantor the following five (5) courses:

1. South 52°44'36" West, 5.78 feet to a set iron pin,
2. South 62°10'16" West, 16.99 feet to a set iron pin,
3. South 62°54'32" West, 41.03 feet to a set iron pin,
4. South 53°03'42" West, 33.30 feet to a set iron pin,
5. North 37°20'54" West, 24.88 feet to a set iron pin in a southeast line of aforesaid BAM Realty Group, LLC;

Thence with a southeast line of said BAM Realty Group, LLC, North 52°39'06" East, 96.36 feet to the **POINT OF BEGINNING**.

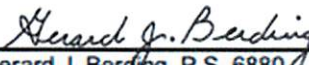
**CONTAINING 0.0635 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of a right of way parcel conveyed to the City of Cincinnati in D.B. 3266, Page 159 of the Hamilton County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83) as Established by ODOT VRS GPS Observations Calibrated to City of Cincinnati Control Monuments.

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

Prepared by G.J. BERDING SURVEYING, INC. on April 15, 2021. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on June 4, 2020, revised on April 15, 2021.

  
Gerard J. Berding, P.S. 6880

April 15, 2021  
Date



{00363545-1}

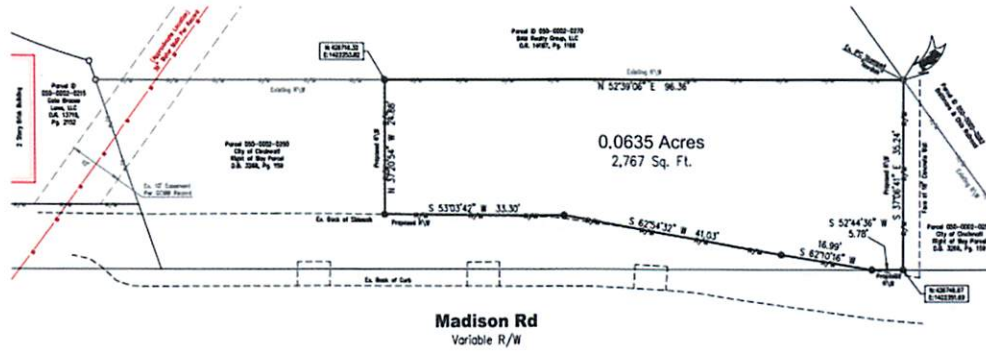
# EXHIBIT B to Property Sale Agreement Site Survey



Closure Report - 0.0635 Acres

Proj	Bearing	Distance	Station	Station
38	S 57°04'30" E	25.34	438774.78	1422335.43
49	S 57°04'30" E	5.78	438774.67	1422331.89
41	S 57°04'30" E	16.89	438774.18	1422347.29
46	S 57°04'30" E	11.83	438773.24	1422333.58
42	S 57°04'30" E	33.28	438774.36	1422351.53
43	S 57°04'30" E	24.58	438868.34	1422283.86
44	S 57°04'30" E	46.38	438774.32	1422333.81
39	S 57°04'30" E	46.38	438774.78	1422335.43

Closure Error Distance: 0.0001 Error Bearing: 1.427530" E  
 Closure Precision: 1 in 470000.00 Total Distance: 202.88  
 Area: 0.0635 Acres, 2767 Sq. Ft.



0.0635 Acres  
2,767 Sq. Ft.

OCCUPATION  
As Shown On Plat

Plat of Survey

Barron Peck Bennie  
& Schlemmer Co., LPA  
3230 Madison Rd

Section 28, Town 4, F.R. 2  
City of Cincinnati  
Hamilton County, Ohio

AYR | G.B | 1" = 10'

06/04/2020 | 19133

Survey References:  
 \* Certification Plat by John J. Duffy & Associates,  
 P.B. 434, Pg. 55 of the Hamilton County Recorder's Office  
 \* Survey by Hamilton & Associates, Inc. dated August 2013  
 \* Deeds of record as shown herein.

Indicates set 5/16" x 32" Iron Pin and Cap  
 Indicates existing iron Pin, unless noted otherwise



*Howard J. Berding*  
 Grand & Berding, P.L.L.C. - 6880  
 berding@berding-surveying.com

4-15-2021  
Date



**Berding Surveying**  
 GPS Surveying • 3D Laser Scanning  
 7411 East Street • Columbus, OH 43230 • www.berding-surveying.com  
 614.883.8100 • Fax: 614.883.8888  
 Copyright © 2017 G. J. Berding, L.L.C. All Rights Reserved.

{00363545-1}

**EXHIBIT C**  
to Property Sale Agreement  
*Form of Quitclaim Deed*

[SEE ATTACHED]

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **BAM REALTY GROUP, LLC**, an Ohio limited liability company, whose tax mailing address is 3094 Madison Road, Cincinnati, OH 45209 ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the "**Property**").

Property Address: None; certain portions of former public right-of-way known as Madison Road  
Auditor's Parcel ID No.: None; (former public right-of-way)  
Prior instrument reference: D.B. 3266, Pg. 159, Hamilton County, Ohio Records.

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. \_\_-2023, passed by Cincinnati City Council on \_\_\_\_\_, 2023, the Property is hereby vacated as public right-of-way by the City.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

(A) Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

(B) Limitation of Access Rights: The City hereby expressly excepts from this conveyance any and all abutter's rights for vehicular access to the Madison Road public right-of-way.

(C) Reservation of Access Easement: The City hereby expressly reserves for itself and its successors and assigns a non-exclusive, permanent easement in, on, over, and across a portion of the Property 15 feet in width measuring perpendicular from the Property's boundary line with the residue of the property conveyed to the City of Cincinnati by deed dated December 6, 1962, and recorded in Deed Book 3266, Page 159, Hamilton County, Ohio Records (the "**Easement Area**"), to perform any and all activities necessary and appropriate to access, re-access, and use the Easement Area to facilitate the inspection, construction, reconstruction, maintenance, repair, replacement, modification, demolition, and {00363545-1}



removal of an existing pedestrian bridge and associated structural support systems located adjacent to the Easement Area.

No structure that can interfere with access to the Easement Area shall be placed in or upon the Easement Area, except items such as pavement or other surfaces used for pedestrian ingress and egress, landscaping, or other similar items, being natural or artificial. The City, its successors, or assigns shall not be responsible for damage to, or replacement of, any items placed upon the Easement Area by Grantee, its successors, and assigns, arising out of, or related to, the City's use of the Easement Area. Further, the City shall not be responsible to Grantee, its successors, or assigns for any damages which result from disruption or denial of access rights related to, or arising out of, the City's use of the Easement Area.

(D) No Off-Site Advertising. Grantee shall not construct or permit to be placed upon any portion of the Property any form of off-site advertising. For clarity, following the consolidation of the Property with Grantee's adjoining parcel as set forth in (E) below, this restriction shall not prohibit the construction, erection, placement, or display of signs that pertain to businesses, activities or uses that take place on the consolidated parcel.

(E) Consolidation. This conveyance shall not create an additional building site. Upon transfer, Grantee shall consolidate the Property with Grantee's adjoining property. Grantee may not convey the Property separately from Grantee's adjoining parcel without the prior approval of the authority having jurisdiction of plats.

This conveyance was authorized by Ordinance No. \_\_-2023, passed by Cincinnati City Council on \_\_\_\_\_, 2023.

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

Exhibit A – *Survey Plat*

Exhibit B – *Legal Description*

[ SIGNATURE PAGE FOLLOWS ]

Executed on \_\_\_\_\_, 2023.

**CITY OF CINCINNATI**

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. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved by:

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

Approved as to Form:

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

This instrument prepared by:

City of Cincinnati Law Department,  
801 Plum Street, Suite 214,  
Cincinnati, Ohio 45202

{00363545-1}

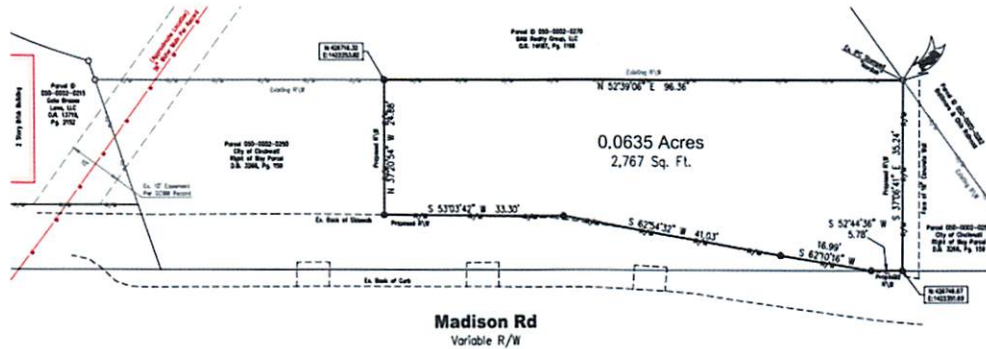
# EXHIBIT A to Quitclaim Deed Survey Plat



Close Report - 0.0635 Acres

Point #	Bearing	Distance	Stationing	Ending
38	S 37°51'41" E	26.34	438774.38	1422233.42
45	S 12°47'30" W	5.78	438764.87	1422281.89
46	S 42°17'07" W	16.28	438743.18	1422347.29
41	S 42°17'07" W	41.23	438728.24	1422333.28
42	S 37°51'41" E	33.18	438716.36	1422285.52
43	S 37°51'41" E	24.38	438698.54	1422258.87
44	S 47°51'07" E	44.28	438774.32	1422253.87
39	S 47°51'07" E	44.28	438774.38	1422233.42

Close Area Distance: 0.0635 Acres  
 Close Perimeter: 138.47'±  
 Area: 0.0635 Acres, 2767 Sq. Ft.



4-15-2021 Printed per certificate #412

OCCUPATION  
As Shown On Plat

Plat of Survey

Barron Peck Bennie  
& Schlemmer Co., LPA  
32330 Madison Rd

Section 28, Town 4, F.R. 2  
City of Cincinnati  
Hamilton County, Ohio

AYR | G.B. | 1" = 10'  
06/04/2020 | 19133

Survey References:  
 • Consultation Plat by John J. Duffy & Associates,  
 P.B. 434, Pg. 55 of the Hamilton County Recorder's Office  
 • Survey by Nordloh & Associates, Inc. Dated August 2013  
 • Details of record as shown herein.

Monument Legend  
 ● Indicates set 5/8" x 3/4" Iron Pin and Cap  
 ○ Indicates existing iron Pin, unless noted otherwise



*Gerard J. Berding*  
 Gerard J. Berding, S.S. - 6880  
 berding@berding-surveying.com

4-15-2021  
Date



**Berding Surveying**  
 GPS Surveying • 3D Laser Scanning  
 741 Oak Street | Cincinnati, OH 45219 | www.berdingsurveying.com  
 513.834.8211 fax: 513.834.1882  
 Copyright © 2011 G. J. Berding Surveying, Inc. All rights reserved.

{00363545-1}

**EXHIBIT B**  
to Quitclaim Deed  
*Legal Description*

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**BEGINNING** at an existing iron pin with cap stamped "Nordloh" in the west line of Madison Road and at the most easterly corner of a tract conveyed to BAM Realty Group, LLC in Official Record 14187, Page 1166 of the Hamilton County Recorder's Office;

Thence through the lands of the Grantor, South 37°06'41" East, 35.24 feet to a set iron pin in the proposed right of way;

Thence with the proposed right of way and through the land of the Grantor the following five (5) courses:

1. South 52°44'36" West, 5.78 feet to a set iron pin,
2. South 62°10'16" West, 16.99 feet to a set iron pin,
3. South 62°54'32" West, 41.03 feet to a set iron pin,
4. South 53°03'42" West, 33.30 feet to a set iron pin,
5. North 37°20'54" West, 24.88 feet to a set iron pin in a southeast line of aforesaid BAM Realty Group, LLC;

Thence with a southeast line of said BAM Realty Group, LLC, North 52°39'06" East, 96.36 feet to the **POINT OF BEGINNING**.

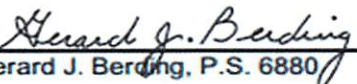
**CONTAINING 0.0635 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of a right of way parcel conveyed to the City of Cincinnati in D.B. 3266, Page 159 of the Hamilton County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83) as Established by ODOT VRS GPS Observations Calibrated to City of Cincinnati Control Monuments.

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

Prepared by G.J. BERDING SURVEYING, INC. on April 15, 2021. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on June 4, 2020, revised on April 15, 2021.

  
Gerard J. Berding, P.S. 6880

April 15, 2021  
Date



Contract No. \_\_\_\_\_  
Property: Surplus Madison Road  
public right-of-way

## PROPERTY SALE AGREEMENT

This Property Sale Agreement (this “**Agreement**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”) and **BAM REALTY GROUP, LLC**, an Ohio limited liability company, whose tax mailing address is 3094 Madison Road, Cincinnati, OH 45209 (“**Purchaser**”).

### Recitals:

A. The City owns certain real property designated as a portion of the public right-of-way known as Madison Road in the Oakley neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (*Legal Description- the Sale Property*) hereto (the “**Sale Property**”), which Sale Property is under the management of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (*Site Survey*) hereto (“**Purchaser’s Property**”), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser’s Property.

C. Pursuant to Chapter 723 of the Ohio Revised Code, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

D. The City has determined that the Sale Property is not needed for transportation or other municipal purpose and that the sale of the Sale Property will not be detrimental to the public interest.

E. Notice of the City’s vacation and sale of the Sale Property was published in a local newspaper of general circulation for six consecutive weeks pursuant to sections 723.04 and 723.07, Ohio Revised Code.

F. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$5,800.00, which has been deposited with the City Treasurer.

G. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is justified because Purchaser’s Property abuts the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

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

I. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on October 15, 2021.

J. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [ ]-2023, passed on [ ], 2023.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property {00363545-1 }

from the City for \$5,800.00 (the “Purchase Price”). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in “as is” condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

## 2. Closing.

(A) Conditions. The closing on the City’s sale of the Sale Property to Purchaser (the “Closing”) shall not occur unless and until the following conditions have been satisfied (the “Conditions”); *provided however*, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City’s Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

- (i) Title & Survey: Purchaser’s approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser’s approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats, Legal Descriptions and Deed: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City’s sale of the Sale Property, including, but not limited to: [x] an acceptable deed of record evidencing Purchaser as the vested legal owner as to Purchaser’s Property; [y] an acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the Quitclaim Deed in substantially the form attached as Exhibit C – (Form of Quitclaim Deed – Sale Property); and [z] an acceptable survey plat and legal description with closure to consolidate the Sale Property with Purchaser’s Property immediately after recording of the *Quitclaim Deed – Sale Property* in substantially the form attached as Exhibit D (Consolidation Plat – Sale Property and Purchaser’s Property);
- (iv) Coordinated Report Conditions (CR #39-2021):
  - (a) DOTE:
    1. The Sale Property shall not include the portion of right-of-way that contains the existing sidewalk. This area shall remain right-of-way.
    2. No vehicular access will be permitted to this parcel from Madison Road now or in the future.
    3. Legal public access is needed for pedestrians using the bridge.
    4. The City shall create and reserve a 15'-0" wide access easement within the Sale Property immediately adjacent to the existing pedestrian bridge for the purpose of providing access to the bridge for performing future bridge maintenance, repairs, replacement, and/or demolition of the pedestrian bridge.

{00363545-1 }

5. The City shall reserve easements for any existing utility facilities. The relocation of utility facilities shall be at Purchaser's expense.
6. A covenant shall be placed on the property that no Off-Site Advertising is permitted to occur on the site.
7. [intentionally omitted].
8. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies, and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) Duke Energy: Duke Energy Electric requires an easement for existing facilities located on the Sale Property.

(c) Cincinnati Bell: Cincinnati Bell requires an easement for existing facilities located on the Sale Property. Such facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result as of this request will be handled entirely at the property owner's expense

(d) Buildings & Inspections:

1. Purchaser must be the vested owner of record of Purchaser's Property prior to Closing and shall consolidate the Sale Property with the Purchaser's Property immediately upon transfer of the Sale Property from the City.
2. The property to be conveyed shall be immediately consolidated with the Purchaser's Property immediately upon sale.
3. [intentionally omitted]

(B) Right to Terminate. If either party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **30 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being

{00363545-1}

acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

**3. Notices.** All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

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

(i) Purchaser is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

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

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

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(v) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

(vi) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Neither Purchaser, nor any of its affiliates, owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

**5. General Provisions.**

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

{00363545-1 }



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

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

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

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

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

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Site Survey*

Exhibit C – *Form of Quit Claim Deed*

{00363545-1 }

Executed by the parties on the dates indicated below their respective signatures, effective as of the latest of such dates (the “**Effective Date**”).

**BAM REALTY GROUP, LLC,**  
an Ohio limited liability company

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

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

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

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

[City signatures on the following page]

**CITY OF CINCINNATI**

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

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

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

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

Recommended by:

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

Approved as to Form:

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

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

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

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

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

**EXHIBIT A**  
to Property Sale Agreement

*Legal Description - the Sale Property*

**Auditor's Parcel No.:** None  
**Property Address:** None; Madison Road, Cincinnati, Ohio 45209

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**BEGINNING** at an existing iron pin with cap stamped "Nordloh" in the west line of Madison Road and at the most easterly corner of a tract conveyed to BAM Realty Group, LLC in Official Record 14187, Page 1166 of the Hamilton County Recorder's Office;

Thence through the lands of the Grantor, South 37°06'41" East, 35.24 feet to a set iron pin in the proposed right of way;

Thence with the proposed right of way and through the land of the Grantor the following five (5) courses:

1. South 52°44'36" West, 5.78 feet to a set iron pin,
2. South 62°10'16" West, 16.99 feet to a set iron pin,
3. South 62°54'32" West, 41.03 feet to a set iron pin,
4. South 53°03'42" West, 33.30 feet to a set iron pin,
5. North 37°20'54" West, 24.88 feet to a set iron pin in a southeast line of aforesaid BAM Realty Group, LLC;

Thence with a southeast line of said BAM Realty Group, LLC, North 52°39'06" East, 96.36 feet to the **POINT OF BEGINNING**.

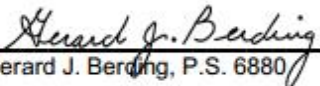
**CONTAINING 0.0635 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of a right of way parcel conveyed to the City of Cincinnati in D.B. 3266, Page 159 of the Hamilton County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83) as Established by ODOT VRS GPS Observations Calibrated to City of Cincinnati Control Monuments.

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

Prepared by G.J. BERDING SURVEYING, INC. on April 15, 2021. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on June 4, 2020, revised on April 15, 2021.

  
Gerard J. Berding, P.S. 6880

April 15, 2021  
Date



{00363545-1 }

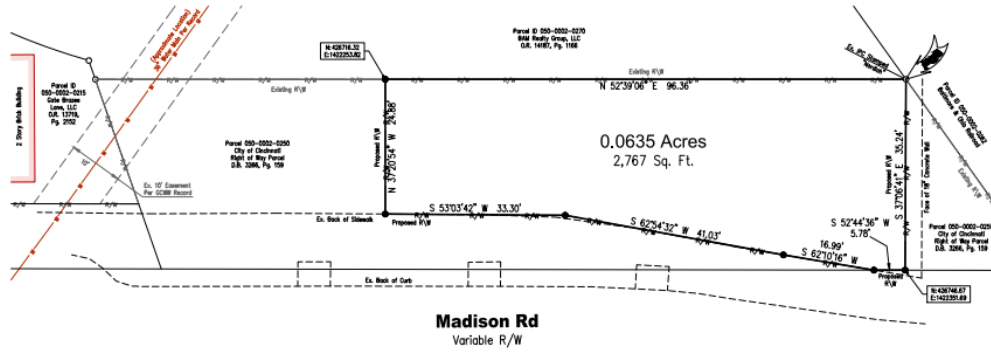
# EXHIBIT B to Property Sale Agreement Site Survey



Closure Report - 0.0635 Acres

STATION	Bearing	Distance	Northing	Easting
39	S 37°50'11" E	25.24	438774.78	1422335.42
40	S 52°44'32" W	41.03	438748.87	1422351.89
41	S 62°10'16" W	18.99	438743.18	1422347.29
42	S 53°03'42" W	33.30	438735.24	1422333.26
43	S 57°24'32" W	28.38	438716.56	1422326.53
44	N 37°24'34" E	34.88	438696.54	1422328.82
45	N 52°34'34" E	36.38	438716.32	1422325.82
38	N 42°17'18" E	36.38	438774.78	1422335.42

Closure Error Distance: 0.0261 Four Bars; S 1°02'30" W  
 Closure Precision: 1 in 4758.0; Total Distance: 222.88  
 Area: 0.0635 Acres, 2767 Sq. Ft.



4-15-2021 (Revised per comments AYR)  
 Version:

OCCUPATION  
 As Shown On Plat

Plat of Survey  
 Survey Date:

Barron Peck Bennie  
 & Schlemmer Co., LPA  
 13230 Madison Rd  
 Cincinnati, OH

Section 28, Town 4, F.R. 2  
 City of Cincinnati  
 Hamilton County, Ohio

AYR | GJB | 1" = 10'  
 Drawn By: Checked By: Cheryl Cook  
 06/04/2020 | 19133

- Survey References:  
 \* Consultation Plat by John J. Duffy & Associates,  
 P.B. 434, Pg. 55 of the Hamilton County Recorder's Office  
 \* Survey by Nordach & Associates, Inc. Dated August 2013  
 \* Deeds of record as shown hereon.

Monument Legend  
 ● Indicates set 5/8" x 30" Iron Pin and Cap  
 ○ Indicates existing iron pin, unless noted otherwise



*Gerard J. Berding*  
 Gerard J. Berding, S.S. - 6880  
 berding@berdingsurveying.com

4-15-2021  
 Date



**Berding Surveying**  
 GPS Surveying • 3D Laser Scanning  
 711 Grand Street | Columbus, OH 43215 | www.berdingsurveying.com  
 614.851.0761 fax | 614.851.5555 cell  
 Copyright © 2011 G. J. Berding Surveying, Inc. All Rights Reserved.

{00363545-1}

**EXHIBIT C**  
to Property Sale Agreement  
*Form of Quitclaim Deed*

[SEE ATTACHED]

{00363545-1}

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **BAM REALTY GROUP, LLC**, an Ohio limited liability company, whose tax mailing address is 3094 Madison Road, Cincinnati, OH 45209 (“**Grantee**”), all of the City’s right, title and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the “**Property**”).

Property Address: None; certain portions of former public right-of-way known as Madison Road  
Auditor’s Parcel ID No.: None; (former public right-of-way)  
Prior instrument reference: D.B. 3266, Pg. 159, Hamilton County, Ohio Records.

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. \_\_-2023, passed by Cincinnati City Council on \_\_\_\_\_, 2023, the Property is hereby vacated as public right-of-way by the City.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall “run with the land” and be binding upon Grantee and its successors-in-interest with respect to the Property.

(A) Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

(B) Limitation of Access Rights: The City hereby expressly excepts from this conveyance any and all abutter’s rights for vehicular access to the Madison Road public right-of-way.

(C) Reservation of Access Easement: The City hereby expressly reserves for itself and its successors and assigns a non-exclusive, permanent easement in, on, over, and across a portion of the Property 15 feet in width measuring perpendicular from the Property’s boundary line with the residue of the property conveyed to the City of Cincinnati by deed dated December 6, 1962, and recorded in Deed Book 3266, Page 159, Hamilton County, Ohio Records (the “**Easement Area**”), to perform any and all activities necessary and appropriate to access, re-access, and use the Easement Area to facilitate the inspection, construction, reconstruction, maintenance, repair, replacement, modification, demolition, and {00363545-1 }

removal of an existing pedestrian bridge and associated structural support systems located adjacent to the Easement Area.

No structure that can interfere with access to the Easement Area shall be placed in or upon the Easement Area, except items such as pavement or other surfaces used for pedestrian ingress and egress, landscaping, or other similar items, being natural or artificial. The City, its successors, or assigns shall not be responsible for damage to, or replacement of, any items placed upon the Easement Area by Grantee, its successors, and assigns, arising out of, or related to, the City's use of the Easement Area. Further, the City shall not be responsible to Grantee, its successors, or assigns for any damages which result from disruption or denial of access rights related to, or arising out of, the City's use of the Easement Area.

(D) No Off-Site Advertising. Grantee shall not construct or permit to be placed upon any portion of the Property any form of off-site advertising. For clarity, following the consolidation of the Property with Grantee's adjoining parcel as set forth in (E) below, this restriction shall not prohibit the construction, erection, placement, or display of signs that pertain to businesses, activities or uses that take place on the consolidated parcel.

(E) Consolidation. This conveyance shall not create an additional building site. Upon transfer, Grantee shall consolidate the Property with Grantee's adjoining property. Grantee may not convey the Property separately from Grantee's adjoining parcel without the prior approval of the authority having jurisdiction of plats.

This conveyance was authorized by Ordinance No. \_\_-2023, passed by Cincinnati City Council on \_\_\_\_\_, 2023.

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

Exhibit A – *Survey Plat*

Exhibit B – *Legal Description*

[ SIGNATURE PAGE FOLLOWS ]

{00363545-1}



Executed on \_\_\_\_\_, 2023.

**CITY OF CINCINNATI**

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. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved by:

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

Approved as to Form:

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

This instrument prepared by:

City of Cincinnati Law Department,  
801 Plum Street, Suite 214,  
Cincinnati, Ohio 45202

{00363545-1 }

# EXHIBIT A to Quitclaim Deed Survey Plat

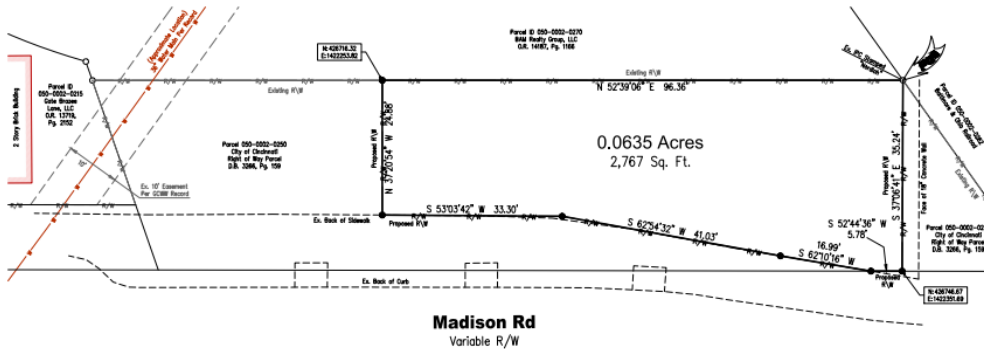


**Baselines**  
Based on State Plane Coordinate System  
Ohio South Zone (NAD83) as Established  
by 0007 VES GPS Observations Calibrated  
to City of Cincinnati Control Monuments

Close Report - 0.0635 Acres

PT#	Bearing	Distance	Northing	Easting
38	S 37°04'41" E	35.24	428774.78	1422330.42
45	S 52°44'36" W	5.78	428746.47	1422351.89
41	S 62°10'16" W	16.89	428743.18	1422347.29
42	S 52°44'36" W	41.03	428735.24	1422332.26
43	S 53°03'42" W	33.30	428716.56	1422295.53
44	N 37°25'54" E	24.88	428665.24	1422281.97
39	N 52°34'36" E	96.36	428714.78	1422335.42

Close Error (Distance) 0.0281 Four Readings 5 14227207"  
Close Precision 1 to 41248.6 Total Distance 223.58  
Area 0.0635 Acres, 2767 Sq. Ft.



**Madison Rd**  
Variable R/W

4-15-2021 Finalled performance AYR  
Monument

**OCCUPATION**  
As Shown On Plat

**Plat of Survey**  
Survey Type

Barron Peck Bennie  
& Schlemmer Co., LPA  
3230 Madison Rd  
Cincinnati, Ohio

Section 28, Town 4, F.R. 2  
City of Cincinnati  
Hamilton County, Ohio

AYR | GJB | 1" = 10'

Drawn By: GJB | Checked By: GJB | Drawing Book: 19133

Date: 06/04/2020 | Project Number: 19133

**Survey References:**  
\* Consultation Plat by John J. Duffy & Associates,  
P.B. 434, Pg. 55 of the Hamilton County Recorder's Office  
\* Survey by Nordloh & Associates, Inc., Dated August 2013  
\* Deeds of record as shown hereon.

● Indicates set 5/8" x 3/4" Iron Pin and Cap  
○ Indicates existing iron Pin, unless noted otherwise



*Gerard J. Berding*  
Gerard J. Berding, G.S. - 6880  
berding@berdingsurveying.com

4-15-2021  
Date



**Berding Surveying**  
GPS Surveying • 3D Laser Scanning  
741 Main Street | Cincinnati, OH 45203 | www.berdingsurveying.com  
513.831.6761 fax | 513.831.5555 mt  
Copyright © 2017 G. J. Berding Surveying, Inc. All Rights Reserved.

{00363545-1}

**EXHIBIT B**  
to Quitclaim Deed  
*Legal Description*

Situated in City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

**BEGINNING** at an existing iron pin with cap stamped "Nordloh" in the west line of Madison Road and at the most easterly corner of a tract conveyed to BAM Realty Group, LLC in Official Record 14187, Page 1166 of the Hamilton County Recorder's Office;

Thence through the lands of the Grantor, South 37°06'41" East, 35.24 feet to a set iron pin in the proposed right of way;

Thence with the proposed right of way and through the land of the Grantor the following five (5) courses:

1. South 52°44'36" West, 5.78 feet to a set iron pin,
2. South 62°10'16" West, 16.99 feet to a set iron pin,
3. South 62°54'32" West, 41.03 feet to a set iron pin,
4. South 53°03'42" West, 33.30 feet to a set iron pin,
5. North 37°20'54" West, 24.88 feet to a set iron pin in a southeast line of aforesaid BAM Realty Group, LLC;

Thence with a southeast line of said BAM Realty Group, LLC, North 52°39'06" East, 96.36 feet to the **POINT OF BEGINNING**.

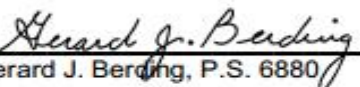
**CONTAINING 0.0635 ACRES** and being subject to all legal easements and highways of record.

The above described tract being part of a right of way parcel conveyed to the City of Cincinnati in D.B. 3266, Page 159 of the Hamilton County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone (NAD83) as Established by ODOT VRS GPS Observations Calibrated to City of Cincinnati Control Monuments.

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

Prepared by G.J. BERDING SURVEYING, INC. on April 15, 2021. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on June 4, 2020, revised on April 15, 2021.

  
Gerard J. Berding, P.S. 6880

April 15, 2021  
Date



January 19, 2023

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

202300365

---

***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

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

APPLICATION: 8776985  
PERMIT TYPE: NEW  
CLASS: C1  
NAME: TACO LAB LLC  
DBA: TACO LAB  
127 CALHOUN ST  
CINCINNATI, OH 45219

As of today's date, the Department of Buildings & Inspections has declined comment with their investigation.

On December 7, 2022, CUF Neighborhood Association was notified of this application and do not object.



---

Police Department Approval

---

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: January 27, 2023

**Date:** December 26, 2022  
**To:** Lieutenant Colonel Teresa A. Theetge, Interim Police Chief  
**From:** Sergeant Craig R. Copenhaver, District 5 Violent Crimes Squad  
**Copies to:**  
**Subject:** **RENEWAL, TRANSFER OR ISSUANCE OF LIQUOR LICENSES**

**PATROL BUREAU MEMO #:** 22-555  
**DISTRICT INVESTIGATING LIQUOR PERMIT PREMISE:** District Five  
**PERMIT #:** 8776985

**TYPE OF PERMIT APPLIED FOR:** New

**PERMIT NAME & ADDRESS:**

<b>Name:</b>	Taco Lab LLc
<b>Address:</b>	127 Calhoun St

**APPLICANTS NAME(S):** Qing Zheng

**INSPECTION / INVESTIGATION INFORMATION:**

<b>Officer:</b>	P. O. Jennifer Hoff
<b>Date:</b>	12/26/2022
<b>Findings:</b>	Officers attempted to conduct an inspection at the Taco Lab at 127 Calhoun St for the application of a C1 liquor permit. The restaurant was closed due to the holidays and will not be re-open until January 12, 2023.

**COMMUNITY COUNCIL NOTIFIED:**

<b>Name 1:</b>	<b>Date:</b>	<b>Notified by:</b> (select from menu)
<b>Phone:</b>	<b>E-mail:</b>	
<b>Name 2:</b>	<b>Date:</b>	<b>Notified by:</b> (select from menu)
<b>Phone:</b>	<b>E-mail:</b>	

**DISPOSITION OF THE COMMUNITY COUNCIL:**

NO OBJECTIONS    
  OBJECTION: Attached Letter with Community Council Letterhead

**DISPOSITION OF THE DISTRICT:**

NO OBJECTIONS    [  OBJECTION: If objection checked, a narrative is required below

**REASON FOR OBJECTION:**

I was not able to conduct an inspection.

*CRC*  
JNH/CRC  
JNH  
*AZ*

No Objection (Pending ability to inspect)  
-ms/LTC4  
1/10/23.

**Wharton, Lilgenia**

---

**From:** Copenhaver, Craig  
**Sent:** Thursday, January 12, 2023 3:53 PM  
**To:** Wharton, Lilgenia  
**Subject:** Taco Lab inspection at 127 Calhoun

Officer Hoff conducted an inspection this afternoon and stated the establishment was clean and up to date on everything. They still only had one restroom and they are equipped for dine in and carry out orders. I know they applied for a C permit, carry out only, so not sure if them having dinning in would prevent the approval or not. If not, then there will be no objections from D5.

**Sergeant Craig Copenhaver**  
**District Five Violent Crimes Squad**  
**513-569-8512-w**  
**513-295-0785-c**

# City of Cincinnati

## Council



Melissa Autry, CMC  
Clerk of Council

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

December 6, 2022

OHIO DIVISION OF LIQUOR CONTROL  
LICENSING SECTION  
NEW PERMIT SECTION  
6606 TUSSING ROAD  
P O BOX 4005  
REYNOLDSBURG, OH 43068-9005

Dear Ohio Division of Liquor Control:

The Council of the City of Cincinnati, State of Ohio, is requesting a 30 day extension on the below cited liquor permit application:

Application No.: 8776985  
Permit Type: NEW C1  
Name: TACO LAB LLC  
DBA TACO LAB  
127 CALHOUN ST  
CINCINNATI OH 45219

Pursuant to R.C. 4303.26(A), City of Cincinnati City Council, through its Clerk of Council (collectively, hereinafter "the City"), respectfully requests an additional 30 days in which to respond to the Ohio Division of Liquor Control regarding whether the City will request a hearing on the subject liquor permit application. The City makes such time extension request for good cause and not for unnecessary delay. Specifically, the City requires additional time for each of its various departments and the applicable community council to review and investigate the liquor application by performing all necessary inspections and research including, but not limited to, permit applicant interviews, site premises inspections, background investigations, and historical investigations regarding the history of the permit premises and the subject location. Moreover, such extension of time would provide the applicable community council an opportunity to meet, vote, and respond back to the City by the deadline. Therefore, the City requires such time extension in order to perform its due diligence in this matter. The City respectfully requests this time extension in good faith, for good cause, and not for unnecessary delay.

Please fax the confirmation back to us as soon as possible at (513)352-2578.

Thank you for your prompt attention.

Sincerely,

Melissa Autry, CMC  
Clerk of Council



**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
8005 TUSSING ROAD, P.O. BOX 4985  
REYNOLDSBURG, OHIO 43088-0005  
(614)844-3180 FAX(614)844-3185

TO

8776985		NEW		TACO LAB LLC DBA TACO LAB 127 CALHOUN ST CINCINNATI OH 45219
PERMIT NUMBER TYPE				
11		23		
ISSUE DATE		2022		
C1				
PERMIT CLASSES				
31	066	A	D612500	
TAX DISTRICT			RECEIPT NO.	

FROM

11/29/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT			RECEIPT NO.

MAILED 11/29/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN

12/29/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING  
REFER TO THIS NUMBER IN ALL INQUIRIES A NEW 8776985

(TRANSACTION # NUMBER)

**(MUST MARK ONE OF THE FOLLOWING)**

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE

(Signature)  
CINCINNATI CLERK OF COUNCIL  
CITY HALL  
801 PLUM ST RM 308  
CINCINNATI OH 45202

(Title)  Clerk of County Commissioner  
 Clerk of City Council  
 Township Fiscal Officer

(Date)

01:ZacZZ.0308

1004600-01X2570  
MLC 4892

REV. 03/09

# City of Cincinnati

## Council



Melissa Autry, CMC  
Clerk of Council

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

For City Bulletin

### Liquor Permit Application

From the Department of Liquor Control advising of permit application for the following:

Application No.: 8776985  
Permit Type: NEW C1  
Name: TACO LAB LLC  
DBA TACO LAB  
127 CALHOUN ST  
CINCINNATI OH 45219

Pursuant to Section 4303.261 of the Ohio Revised Code, Council must notify the Department of Liquor Control within thirty days if there is an objection to the above permit.

Notice of Application was received by the Clerk of Council's Office

12/6/2022

MELISSA AUTRY, CMC Clerk of Council

The last day for the State to receive an objection is

12/29/2022

Woodward

Trust

*The Board of Trustees of*

*The Woodward High School of the City of Cincinnati*

A trust established in 1827 for the educational benefit  
of financially-needy students residing within the City of Cincinnati

202300351

P.O. Box 42 8541  
Cincinnati, OH 45242

e-mail: WoodwardTrust@hotmail.com  
Website: www.WoodwardTrust.org

Roger K. Smith  
*Executive Director*  
Phone (513) 293-4621

December 29, 2022

Melissa Autry, Clerk of Council  
City Hall  
801 Plum Street, Room 380  
Cincinnati, OH 45202

Dear Ms. Autry,

The Woodward Trust was created in 1827 and has, during the 195 years since, provided immeasurable benefit and advantage to countless Cincinnati students and families. Our underlying trust agreement requires us to provide an annual report to City Council. Attached is our “**2022 Annual Report**” for City Council.

Please coordinate the appropriate distribution of this Annual Report to the Council members and the Mayor, and ensure that their receipt is appropriately “of record” in order that we may properly document compliance with our trust requirements. We can, if you or the City Council wish, meet with any member of Council or appear at a Council session to present or discuss our report.

If you have any questions, please feel free to contact us.

Sincerely,



Roger K. Smith

*Woodward*

*Trust*

*The Board of Trustees of  
The Woodward High School of the City of Cincinnati*

A trust established in 1827 for the educational benefit  
of financially-needy students residing within the City of Cincinnati

## **2022 ANNUAL REPORT**

(for the fiscal year ended July 31, 2022)

**to Cincinnati City Council**

### BOARD OF TRUSTEES

Larry E. Kissel, Esq., President  
Jeanne M. Gollhofer, Secretary/Treasurer  
Darielle Daniels, Trustee  
Margaret A. Hilvert, Esq., Trustee  
Sandra D. Mosley, Trustee

Roger K. Smith, C.P.A., Executive Director

*This report is made pursuant to Section 6 of the trust agreement formally known as "The Woodward High School of the city of Cincinnati" (Woodward Trust). The Board of Trustees respectfully submits the following as the Annual Report of the Trust for the period.*

## Background

The **Woodward Trust** was established in 1827 when William Woodward and his wife, Abigail Cutter, donated 4 acres of land in the Over-the-Rhine neighborhood of Cincinnati. The income from this property was to provide money to benefit underprivileged children residing in the City of Cincinnati – specifically to allow children whose parents were unable to pay to attend school. Woodward’s vision was to offer a primary education to all children of Cincinnati regardless of the financial means available to a child’s family. His vision of education pre-dated the Ohio public school system and, to further his goals, he established Woodward Free Grammar School and, later, Woodward High School and Woodward College (now part of the University of Cincinnati), each originally located on the site at 13<sup>th</sup> and Sycamore Streets.

Mr. Woodward’s vision and legacy continue today through the work of the Woodward Trust. While Cincinnati Public Schools (CPS) no longer charge students to attend, Woodward Trust remains exclusively for the educational benefit of needy Cincinnati students. The Trust provides grants to assist the underprivileged children of Cincinnati in ways such as purchasing school supplies, supporting educational field trips and providing scholarships to CPS graduates attending the University of Cincinnati.

The **Board of Trustees of the Woodward High School of the City of Cincinnati** is a non-profit organization created and maintained to administer donated and endowed funds for the benefit of Cincinnati children. The Trust is exempt from taxes under section 501c(3) of the Internal Revenue Code. The Trust is managed by a five-member Board of Trustees who serve without compensation. Under the terms of the original Woodward Trust document, three of the trustees are appointed by the Cincinnati City Council (3-year term) and two trustees are appointed by the Hamilton County Court of Common Pleas (7-year term).

Woodward Trust has an investment portfolio comprised of donated and accumulated funds (arising from the original Woodward Trust as well as other, subsequent trusts, estates, bequests and gifts) and also owns land (mostly that originally donated by William Woodward) in the Over-the-Rhine neighborhood of Cincinnati which it leases to third parties.

We have an informational website at [www.WoodwardTrust.org](http://www.WoodwardTrust.org).

## Grants

Woodward Trust made \$125,000 in grants for the educational benefit of needy children in Cincinnati. The Trustees identify and support a variety of worthy and effective programs encompassing three need components – 1. Immediate Need, 2. Educational Benefit, and 3. Systemic Change (efforts aimed at eliminating the need for 1. and 2.). All grant requests are considered and approved annually; new grant opportunities are always welcomed.

The following are brief descriptions of our major grants for this period.

➤ **Assistance League**

The Operation School Bell Program of the Assistance League of Greater Cincinnati provides uniform clothes, shoes, jackets and hygiene supplies for needy Cincinnati students.

➤ **Project Connect**

A CPS-coordinated program providing year-round direct and collaborative support and programming for CPS students experiencing homelessness.

➤ **Extra-Curricular Enhancement Programs**

Elementz, WordPlay Cincy, iSPACE, Cincinnati Shakespeare Company and others provide hands-on extra-curricular activities designed to enhance development of “at risk” and other needy Cincinnati students.

➤ **Academic Enhancement Programs**

Making Sense of Language Arts and others provide hands-on tutoring, classroom support and other direct academic enhancements for “at risk” and other needy Cincinnati students.

➤ **Student Assistance Programs**

Woodward Trust provides funding for needy Cincinnati Public School (CPS) K-12 students to obtain school supplies, clothing, calculators and other similar items as well as educational field trips and fees for college applications and testing.

## Assets

### **Securities Portfolio**

As of July 31, 2022, Woodward Trust has \$2.33 million in a well-diversified, conservative portfolio of marketable securities and funds on which it earned \$44,000 in interest and dividends during the period. The portfolio realized \$131,000 in net gain on sales during the year, excluding \$305,000 in unrealized losses during the year, holding \$733,000 in net unrealized gains in its investment portfolio at year-end.

The Trust employs Park National Bank to manage and maintain our investments. Park National Bank charges a fee of 50 BPs (0.50%) of assets under their management.

### **Real Estate**

Woodward Trust owns, without lien or liability, real estate valued at \$5.58 million (as of 7/31/22) by the Hamilton County Auditor. This property, roughly four acres in the Over-the-Rhine neighborhood of Cincinnati, is currently leased to 19 tenants for \$117,000 per year. Under the terms of the original trust, the properties may not be sold, gifted or otherwise disposed of by the Trust. Most of the properties are under 99-year, renewable ground leases. The vast majority of our tenants pay their rent timely.

Routine billing, collection and other property management functions are performed by our Executive Director. We utilize the services of Beckman Weil & Shepardson LLC for legal matters, including seriously delinquent tenants.

In addition to coverages required of its tenants, Woodward Trust also maintains liability insurance coverage of \$1 million on its properties through J.R. Schiff & Co.

## Income & Expenses

The trustees' primary responsibility is to effectively balance the ability to maximize grants while simultaneously preserving the assets of the trust in perpetuity. The trustees also understand that the Trust's function has a counter-cyclical component, with a larger need arising when the economy is weaker. Accordingly, no set formula or proportion is utilized. Each giving year is assessed individually in the context of recent history, current opportunities and prospects for the foreseeable future.

Our portfolio has produced aggregate positive returns across recent years, but these have varied widely between years:

<u>Return</u>	
\$ (131,000) [-4.9%]	fye 7/31/22
\$ 537,000 [24.6%]	fye 7/31/21
\$ 134,000 [ 6.6%]	fye 7/31/20
\$ 100,000 [ 4.7%]	fye 7/31/19
\$ 202,000 [ 9.8%]	fye 7/31/18

This variability caused the trustees to continue to temper the Trust's giving when 2021-2022 grants were approved. The market produced significantly less than the anticipated return for the year. Given the continued uncertainties in the market, and the at-times wide market swings, the trustees remain cautiously optimistic about the next year.

For this 2021-2022 school year, the trustees approved operating grants of \$126,000, or 4.7% of monetary assets at the beginning of this year. The Trust actually spent \$130,000 in beneficence during the year ended July 31, 2022 and ended the year with \$261,000 more in beneficence expenses than investment income. This operation is buffered by last year's \$409,000 beneficence underspending and by the \$733,000 in market gain currently retained, unrealized, in the investment portfolio, which supports the Trust's counter-cyclical role to meet a *larger* need in a *weaker* economy.

For the upcoming 2022-2023 school year, the trustees remained cautious in anticipation of a potentially significant market downturn. They approved operating grants of \$122,000, or 4.9% of monetary assets at the beginning of this school year.

The Trust operates on a school year basis, with most grants drawn and used well prior to the July 31 fiscal year end. Unused grants would usually expire at that date, except those which had properly utilized funds, but not yet requested draw, accruing for payment after that date.

Management & General Expenses are comprised of both Revenue Support costs and Overhead costs. Revenue Support costs (those needed to generate income, such as investment advisor fees and legal support on property management) were \$14,600, or 8.0% of total expenses. Overhead costs (those not directly related to grants or income; including the costs of our part-time Executive Director, audit and website) were \$40,600, or 22.3% of total expenses.



## Administration

➤ **Trustees**

The appointed trustees continue to serve without exception.

During this fiscal year, Cincinnati City Council reappointed **Darielle Daniels** to her fourth term as trustee, which will expire 3/31/25.

➤ **Meetings**

The trustees formally met four times during the period, supplemented by monthly financial and administrative reporting from the Executive Director. Resolution of significant matters arising between meetings is often handled by e-mail or conference call.

➤ **Audit & Form 990**

The Trust's financials are audited biennially, with this being an "off" year. The audit for the fiscal years ended 7/31/22 and 7/31/23 will commence in late 2023.

A routine audit of the Trust's finances for the fiscal years ended 7/31/20 and 7/31/21 was conducted by Flynn & Company CPAs Inc., resulting in a clean\* opinion.

*\* The audit opinion is qualified due to carrying our land at the current Hamilton County Auditor's Land Value rather than its historical value at the time of its donation (which is unknown since this occurred in 1827.)*

Woodward Trust files IRS Form 990-PF (Return of Private Foundation) on an annual basis. That form is available at [www.Guidestar.org](http://www.Guidestar.org) and upon request.

**Woodward Trust  
Balance Sheets**

	<u>7/31/2022</u> (Biennial Audit Pending)	<u>7/31/2021</u> (Audited)
<b><u>ASSETS</u></b>		
Cash and Equivalents	\$ 155,985	\$ 123,296
Rents Receivable	\$ 5,906	\$ 4,110
Investments (at Fair Market Value)	\$ 2,330,349	\$ 2,578,705
Prepaid Assets	\$ 1,514	\$ 1,653
Land (Restricted Asset at FMV)	\$ 5,576,860	\$ 5,576,860
<b>Total Assets</b>	<b><u>\$ 8,070,515</u></b>	<b><u>\$ 8,284,624</u></b>
<b><u>Memorandum Amounts:</u></b>		
Marketable Securities (at Cost)	\$ 1,597,628	\$ 1,540,603
Net Appreciation in Investments	\$ 732,721	\$ 1,038,102
Funds Drawn from Investments	\$ 110,000	\$ 50,000
<b><u>LIABILITIES</u></b>		
Accounts Payable & Accrued Expenses	\$ 8,500	\$ 12,970
Prepaid Rent	\$ 12,145	\$ 14,856
Custodial Funds	\$ 1,042	\$ --
<b>Total Liabilities</b>	<b><u>\$ 21,687</u></b>	<b><u>\$ 27,826</u></b>
<b><u>TRUST EQUITY</u></b>		
Unrestricted Trust Equity	\$ 375,748	\$ 664,342
Board-Designated Trust Equity	\$ 1,953,556	\$ 1,872,932
Donor-Restricted Trust Equity	\$ 5,719,524	\$ 5,719,524
<b>Total Trust Equity</b>	<b><u>\$ 8,048,828</u></b>	<b><u>\$ 8,256,798</u></b>
<b>Total Liabilities &amp; Trust Equity</b>	<b><u>\$ 8,070,515</u></b>	<b><u>\$ 8,284,624</u></b>

## Woodward Trust Income Statements

	<u>2022</u> (Year ended 7/31/22) (Biennial Audit Pending)	<u>2021</u> (Year ended 7/31/21) (Audited)
<b><u>REVENUE</u></b>		
Dividends & Interest	\$ 43,984	\$ 40,573
Gain (Loss) on Sale of Investments	\$ 130,772	\$ 93,951
<b>Investment Income</b>	<b>\$ 174,756</b>	<b>\$ 134,524</b>
Contributions	\$ 250	\$ 230
Rental Income	\$ 107,264	\$ 94,515
<b>Realized Revenue</b>	<b>\$ 282,270</b>	<b>\$ 229,269</b>
Change in Unrealized Gains & Losses on Investments	\$ (305,381)	\$ 402,514
Change in Value of Land	\$ --	\$ 1,002,630
<b>Total Revenue</b>	<b>\$ (23,111)</b>	<b>\$ 1,634,413</b>
<b><u>EXPENSES</u></b>		
<i>Beneficence</i>		
Direct Grants	\$ 124,900	\$ 122,000
Beneficence Support	\$ 4,754	\$ 5,348
<b>Total Beneficence</b>	<b>\$ 129,654</b>	<b>\$ 127,348</b>
<i>Property Costs</i>		
Legal & Insurance	\$ 1,049	\$ 2,029
Other Property Costs	\$ --	\$ --
	<b>\$ 1,049</b>	<b>\$ 2,029</b>
<i>Investment Costs</i>		
Advisor Fees	\$ 12,694	\$ 11,913
<i>Trust &amp; Overhead</i>		
Contracted Services:		
Executive Director	\$ 28,150	\$ 27,000
Audit	\$ 3,300	\$ 5,000
Taxes	\$ 3,500	\$ 2,970
Other (Trust & Overhead)	\$ 6,512	\$ 5,935
	<b>\$ 41,462</b>	<b>\$ 40,905</b>
<b>Total Expenses</b>	<b>\$ 184,859</b>	<b>\$ 182,195</b>
<b>Change in Net Assets</b>	<b>\$ (207,970)</b>	<b>\$ 1,452,218</b>
Net Assets – Start of Year	\$ 8,256,798	\$ 6,804,580
Net Assets – End of Year	<b>\$ 8,048,828</b>	<b>\$ 8,256,798</b>

January 17, 2022

**TO:** Members of the Budget and Finance Committee 202300318  
**FROM:** Sheryl M. M. Long, City Manager  
**SUBJECT:** Report – Updated Human Services Strategies and Priorities Plan

---

REFERENCE DOCUMENT #202202006

The Climate, Environment & Infrastructure Committee adopted at its session on October 25, 2022, the following Motion:

WE MOVE that the City of Cincinnati amend Ord. 197-2020 and adopt an updated human services strategies and priorities plan (“Plan”) for allocations from the Human Services Fund (“HSF”). The Plan should: 1. Include a large-scale Impact Award to assist an innovative project to create real, lasting impact in the community. 2. Establish data-driven, evidence-based metrics for monitoring the success of organizations that receive allocations. 3. Structure the Request-for-Proposal process in such a way to increase the impact of the City’s funds.

Introduction to Leveraged Support

The City of Cincinnati provides financial support to specific programs or for the general operations of organizations that perform a service benefiting Cincinnati residents. To expand the impact of limited City funds, recipient organizations are expected to leverage funding provided by the City with additional financial resources – either raised from other governmental or private entities or as earned revenue from providing a service. The Approved FY 2023 Budget Update includes \$17.5 million in leveraged support funding to revitalize neighborhoods, bolster the local economy, provide human services, prevent violence, and more.

To create a more comprehensive and transparent leveraged support process, the Administration recommends clarifying eligibility parameters, identifying recipients under a new set of categories, creating an application process to receive funding, and establishing a procedure for selecting and reporting performance metrics.

## Definition of “Leveraged Support”

Over time, the descriptor “leveraged support” has been attached to various organizations and programs that receive City financial support. Because an application process will be created, the Administration recommends the following definition of leveraged support to bring clarity to the type of programs and organizations that are considered “leveraged support”:

*Financial support from the City of Cincinnati to an external private organization (i) as general operating support to fund their work in the City or (ii) as funding for a specific program aimed at addressing a public need in the City.*

This definition does not include City funding of third parties to perform elements of City operations, such as managing City-owned assets or services provided for City-managed programs. It also does not include when the City provides a grant to a third-party to facilitate a competitive process for allocating funding through a City program.

The below table identifies FY 2023 leveraged support line items that will not be considered “leveraged support” moving forward or subject to the forthcoming leveraged support application process:

<b>City Operations Programmatic Support and Recipients</b>	<b>Approved FY 2023 Budget Update</b>
<b>City Administered Programs</b>	
Community Urban Agriculture	\$20,000
Green Cincinnati Fund	\$100,000
Needle Exchange Program	\$150,000
Neighborhood Business Districts	\$120,000
Neighborhood Community Councils	\$425,000
Summer Youth Jobs Initiative	\$1,250,000
<b>Total City Administered Programs</b>	<b>\$2,065,000</b>
<b>Contracts for City Assets &amp; Programs</b>	
3CDC (For Fountain Square)	\$200,000
3CDC (Operating Support for Washington Park and Ziegler Park)	\$375,000
Boots on the Ground Fund Pilot Program <sup>1</sup>	\$150,000
City Human Services Fund (administered by United Way)	\$7,976,930
Findlay Market Operating Budget Support <sup>2</sup>	\$366,610
The Port (formerly Greater Cincinnati Redevelopment Authority/Port Authority of Greater Cincinnati)	\$700,000
Women Helping Women Domestic Violence Enhanced Response Team (WHW DVERT)	\$250,000
<b>Total Contracts for City Assets &amp; Programs</b>	<b>\$10,018,540</b>
<b>Grand Total City Operations Programmatic Support and Recipients</b>	<b>\$12,083,540</b>

<sup>1</sup> Denotes one-time funding

<sup>2</sup> Findlay Market Operating Support was transferred from the Department of Public Services to the Department of Community and Economic Development in FY 2023. Findlay Market Operating Support does not represent new or increased funding.

Though the Administration does not recommend that the above identified items be considered “leveraged support,” the Administration will continue to be transparent by clearly identifying these items in the City’s budget. Therefore, for FY 2024, the Administration will update the presentation of expenditure information in the Operating Budget Update section of the City’s budget to clearly identify these expenditures, as well as expenditures on other strategic priorities.

### Recommended Leveraged Support Application Process

#### *Eligibility Criteria*

The City Administration recommends establishing minimum eligibility criteria and request parameters as follows:

1. **Existing Organization:** The applicant must be an existing organization that has at minimum three years of audited financial statements or federal tax returns and must not be debarred from contracting or subcontracting with the City. Start-up organizations are not eligible to apply and should instead apply under the City’s Boots on the Ground program, administered by the Greater Cincinnati Foundation. Applications requesting funding for new programs of existing organizations are acceptable.
2. **Amount:** Applicants should not request more than \$500,000 or less than \$50,000. Only in extraordinary circumstances will an award be granted in excess of \$500,000.
3. **Services:** Applicants must be offering a service that directly benefits City residents under one of the categories identified below.

#### *Categorization*

Given the breadth of the types of activities and organizations offered leveraged support, the City Administration recommends reorganizing the categories of identified leveraged support to help streamline the application process and provide public transparency on the types of organizations and programs receiving funding.

In previous fiscal years, the City grouped leveraged support recipients and programs under three primary categories: 1) Neighborhood Support, 2) Economic Development, and 3) Human Services and Violence Prevention. Starting with the Recommended FY 2024-2025 Biennial Budget, the Administration recommends the following seven categories be used to organize recipients. Each category is designed to show priorities

within the community and how the City is addressing these needs. The seven categories are defined below:

1. **Arts:** Organizations that support artistry, creativity, and culture within Cincinnati.
2. **Economic Development and Neighborhood Support:** Organizations that invest in communities or specific neighborhoods within Cincinnati to develop the local economy or increase neighborhood vitality.
3. **Environment:** Organizations dedicated to addressing climate change and improving the local ecosystems in Cincinnati.
4. **Equity and Inclusion:** Organizations focused on combatting institutional discrimination, bolstering diversity, and uplifting all genders, sexual orientations, and races in economic pursuits.
5. **Homelessness and Eviction Prevention:** Organizations aimed at combatting the affordable housing crisis, providing tenant protections, maintaining homeownership and quality rentals, and preventing homelessness.
6. **Human Services and Violence Prevention:** Organizations aimed at improving public health, legal representation, and safety among Cincinnati residents.
7. **Workforce Programming and Poverty Reduction:** Organizations that assist residents in finding and maintaining gainful employment and reducing poverty.

The following table organizes Approved FY 2023 Budget Update leveraged support recipients by the seven new categories:

External Leveraged Support Category and Recipients	Approved FY 2023 Budget Update
<b>Arts</b>	
Artswave Black and Brown Artists Fund <sup>1,2</sup>	\$25,000
ArtWorks (Walnut Hills Creative Campus) <sup>1</sup>	\$150,000
Film Commission	\$56,250
<b>Total Arts</b>	<b>\$231,250</b>
<b>Economic Development and Neighborhood Support</b>	
CincyTech	\$250,000
Cintrifuse	\$250,000
Cintrifuse Hackathon	\$20,000
Homebase Cincinnati (formerly CDC Association of Greater Cincinnati)	\$143,000
Invest in Neighborhoods	\$50,000
Keep Cincinnati Beautiful	\$475,000
Neighborhood Games	\$10,000
Regional Economic Development Initiative (REDI)	\$250,000
<b>Total Economic Development and Neighborhood Support</b>	<b>\$1,448,000</b>
<b>Environment</b>	
Green Umbrella (formerly Greater Cincinnati Energy Alliance)	\$87,000
<b>Total Environment</b>	<b>\$87,000</b>
<b>Equity and Inclusion</b>	
African American Chamber of Commerce <sup>2</sup>	\$350,000
Chamber of Commerce - Immigration Center Partnership (COMPASS)	\$50,000
Hillman Accelerator <sup>2</sup>	\$125,000
Immigrant and Refugee Law Center	\$50,000
MORTAR <sup>2</sup>	\$90,000
The Urban League <sup>1</sup>	\$100,000
<b>Total Equity and Inclusion</b>	<b>\$765,000</b>
<b>Homelessness and Eviction Prevention</b>	
Bethany House	\$100,000
Shelterhouse (formerly Strategies to End Homelessness (Winter Shelter))	\$305,000
St. Vincent de Paul Society - Eviction Prevention Initiatives	\$250,000
<b>Total Homelessness Prevention and Poverty Reduction</b>	<b>\$655,000</b>
<b>Human Services and Violence Prevention</b>	
Center for Addiction Treatment	\$87,500
Center for Closing the Health Gap	\$750,000
Childcare Pilot Program	\$1,000,000
The University of Cincinnati's Legal Access Program	\$50,000
<b>Total Human Services and Violence Prevention</b>	<b>\$1,887,500</b>
<b>Workforce Programming and Poverty Reduction</b>	
Cincinnati Works	\$250,000
GeneroCity 513	\$75,000
<b>Total Workforce Programming and Poverty Reduction</b>	<b>\$325,000</b>
<b>Grand Total External Leveraged Support</b>	<b>\$5,398,750</b>

<sup>1</sup> Denotes one-time funding

<sup>2</sup> Denotes partial one-time funding. African American Chamber of Commerce, ArtsWave Black and Brown Artists Fund, Hillman Accelerator, and MORTAR are each allocated \$25,000 in one-time funding.



## *Application Process*

The Administration recommends a new application process to increase transparency and performance among potential leveraged support partners. The application process will take place concurrently with the City's operating budget development process in the spring of each year with funding recommendations included in the City Manager's Recommended Budget.

Organizations can apply either on an organizational basis or for a specific program. Organizations will be asked to select one of the seven leveraged support categories that represents the best fit for their request as part of the application process.

Leveraged support applications will request the following information:

### **1. Organization Information**

- Organization Name and/or Program Name (if applicable)
- Organization Mailing Address
- Organization Email Address
- Tax Identification Number
- Organization Description and/or Program Description (if applicable)
- Most recent audited financial statements or federal tax return

### **2. Leveraged Support Funding Request**

- Leveraged support funding received in most recent fiscal year
- Leveraged support funding request for upcoming fiscal year

### **3. Revenue**

- Breakdown of amount and percentage of each revenue source to total revenue on a programmatic basis or organization-wide
- Total revenue received from the City organization-wide

### **4. Expenses**

- Total expenses on a programmatic or organization-wide basis—categorized as program service expenses and supporting service expenses
- Itemized budget of expenses for use of City funding

### **5. Performance Metrics**

- Output Metrics – Organizations must choose three output metrics on either a programmatic or organization-wide basis.

- History of Performance – Organizations must provide three years of past performance, based on the three selected output metrics to the extent available.
- Projected Performance with City Funds – Organizations must provide annual performance goals for the requested City funds, using the three output metrics previously selected.

### *Eligibility Criteria and Recommended Awards*

City Council appropriates all City funding; therefore, all leverage funding awards are subject to City Council approval. However, the City Administration will make recommendations of awards to City Council in the City Manager’s Recommended Budget. The City Manager will evaluate recommendations based on the following criteria:

1. **Leverage** – The extent that the City’s funds are being leveraged by other public or private sources generated by the applicant. The higher the amount of City funding requested, the higher the expectation will be for leveraging.
2. **Impact** – The historic and projected impact of the applicant’s services, the applicant’s demonstrated capacity to timely and effectively deliver the services, and the efficiency in use of funds to maximize funding committed to program delivery.
3. **Strategic Goal Alignment** – The extent that the applicant’s provided services align with the strategic goals of the City Administration and Elected Officials in addressing identified public needs or other gaps in services needed by City residents.

More specific details of the application process and selection criteria are forthcoming. At this time, an online form-based application is being developed. The Administration intends to begin messaging about the application process in January 2023 with a goal of opening the application process in February 2023. The application process will close towards the end of March 2023 to provide ample time to review submissions.

To ensure adequate public engagement and feedback before finalizing for the FY 2024 cycle, the Administration intends to continue to engage the City Council and other stakeholders before finalizing the above recommended application structure.

cc: William “Billy” Weber, Assistant City Manager  
Virginia Tallent, Interim Assistant City Manager

Attachment

January 11, 2023

**To:** Mayor and Members of City Council 202300262  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** Ordinance – Police: FY 2023 Law Enforcement Recruitment Fund Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$168,053 in FY 2023 Office of Law Enforcement Recruitment funds from the State of Ohio, Department of Public Safety, Office of Criminal Justice Services, for the purpose of developing the Cincinnati Police Department recruiting process, specifically the Cadet Apprenticeship Program, to include emphasis on recruitment of women and minorities; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 23LERF.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$168,053 in FY 2023 Office of Law Enforcement Recruitment funds from the State of Ohio, Department of Public Safety (ODPS), Office of Criminal Justice Services (OCJS), for the purpose of developing the Cincinnati Police Department recruiting process, specifically the Cadet Apprenticeship Program, to include emphasis on recruitment of women and minorities. This Ordinance also authorizes the Finance Director to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 23LERF.

The FY 2023 Office of Law Enforcement Recruitment Fund Grant is available through the Ohio Department of Public Safety, Office of Criminal Justice Services, for the purpose of developing and improving the police recruiting process. The Cincinnati Police Department Cadet Apprenticeship Program recruitment process will aim to establish a foundation for the apprenticeship program model as well as increase female and minority officers within the Police Department.

The grant application deadline was December 16, 2022, and the Cincinnati Police Department applied for the grant prior to receiving City Council approval. Should this Ordinance not be approved, the grant award will not be accepted. The grant does not require matching funds and no new FTEs are associated with this grant.

Acceptance of this grant is accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$168,053 in FY 2023 Office of Law Enforcement Recruitment funds from the State of Ohio, Department of Public Safety, Office of Criminal Justice Services, for the purpose of developing the Cincinnati Police Department recruiting process, specifically the Cadet Apprenticeship Program, to include emphasis on recruitment of women and minorities; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 23LERF.

WHEREAS, there is a grant available in the amount of up to \$168,053 from the State of Ohio, Office of Criminal Justice Services, for the purpose of developing the Cincinnati Police Department (“CPD”) recruiting process, specifically the Cadet Apprenticeship Program, to include emphasis on the recruitment of women and minorities; and

WHEREAS, the CPD Cadet Apprenticeship Program recruiting process will aim to establish a foundation for the apprenticeship program model, as well as increase the number of female and minority officers within CPD; and

WHEREAS, CPD has applied for the grant because the deadline was December 16, 2022, but the City will not accept any funds without approval of Council; and

WHEREAS, there are no new FTEs associated with this grant, and no matching funds are required; and

WHEREAS, acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to \$168,053 in FY 2023 Office of Law Enforcement Recruitment funds from the State of Ohio, Department of Public Safety, Office of Criminal Justice Services, for the purpose of developing the Cincinnati Police Department recruiting process, specifically the Cadet Apprenticeship Program, to include emphasis on recruitment of women and minorities.

Section 2. That the Director of Finance is hereby authorized to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 23LERF.

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

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

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

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

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

**January 11, 2023**

**To:** Mayor and Members of City Council 202300263

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

**Subject: Emergency Ordinance – Buildings and Inspections: Moral  
Obligation to Rainbow Environmental Services**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$86,904 to Rainbow Environmental Services as a moral obligation for outstanding charges related to asbestos abatement preparation services prior to the demolition of dangerous and unsafe buildings for the Department of Buildings and Inspections, to be paid from the Community Development Block Grant Fund 304 project account no. 304x161x0000x7656x30421136.

Approval of this Emergency Ordinance will authorize the payment of \$86,904 to Rainbow Environmental Services as a moral obligation for outstanding charges related to asbestos abatement preparation services prior to the demolition of dangerous and unsafe buildings for the Department of Buildings and Inspections, to be paid from the Community Development Block Grant Fund 304 project account no. 304x161x0000x7656x30421136.

Rainbow Environmental Services had a contract with the City that, unknown to Department of Buildings and Inspections staff, expired, so that when the Hazard Abatement team authorized the work, it was performed without an active contract.

The Department of Buildings and Inspections has since implemented a procurement and accounting review policy to ensure compliance in the future.

The reason for the emergency is the immediate need to make payment to Rainbow Environmental Services in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**KKF**

**- 2023**

**AUTHORIZING** a payment of \$86,904 to Rainbow Environmental Services as a moral obligation for outstanding charges related to asbestos abatement preparation services prior to the demolition of dangerous and unsafe buildings for the Department of Buildings and Inspections, to be paid from Community Development Block Grant Fund 304 project account no. 304x161x0000x7656x30421136.

WHEREAS, Rainbow Environmental Services had a contract with the City to provide asbestos abatement preparation services, which contract expired; and

WHEREAS, the Department of Buildings and Inspections staff did not know the contract had expired, so when the Hazard Abatement team authorized Rainbow Environmental Services to do work, the work was done without an active contract; and

WHEREAS, the Department of Buildings and Inspections has since implemented a procurement and accounting review policy to ensure the City has active contracts before authorizing a vendor to provide services; and

WHEREAS, sufficient funds are available in Community Development Block Grant Fund 304 project account no. 304x161x0000x7656x30421136 to make this payment; and

WHEREAS, Council desires to provide payment to Rainbow Environmental Services in the amount of \$86,904; now, therefore,

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

Section 1. That the Finance Director is hereby authorized to make a payment of \$86,904 to Rainbow Environmental Services as a moral obligation for outstanding charges related to asbestos abatement preparation services prior to the demolition of dangerous and unsafe buildings for the Department of Buildings and Inspections, to be paid from Community Development Block Grant Fund 304 project account no. 304x161x0000x7656x30421136.

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

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 Rainbow Environmental Services in a timely manner.

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

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

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



**January 11, 2023**

**To:** Mayor and Members of City Council 202300265  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Ordinance – Fernbank Park Lease and Operating Agreement**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to execute a *Lease and Operating Agreement* with Great Parks of Hamilton County pursuant to which Great Parks of Hamilton County will lease and operate the City-owned public park known as Fernbank Park in Sayler Park.

The City of Cincinnati owns Fernbank Park, consisting of approximately 58 acres located on Thornton Avenue along the Ohio River in Sayler Park which is under the control of the Board of Park Commissioners for the City of Cincinnati; and pursuant to a Lease and Operating Agreement authorized by Ordinance No. 327-2018, passed by Council on October 17, 2018, Great Parks of Hamilton County, operates and manages the Park, and the parties now desire to enter a new 5-year lease on the terms and conditions set forth in the Lease and Operating Agreement.

The Board of Park Commissioners at their **December 15, 2022**, meeting approved the new lease agreement.

cc: Jason Barron, Director of Parks  
Jenny Mobley, Deputy Director of Parks

Attachment

**AUTHORIZING** the City Manager to execute a *Lease and Operating Agreement* with Great Parks of Hamilton County pursuant to which Great Parks of Hamilton County will lease and operate the City-owned public park known as Fernbank Park in Saylor Park.

WHEREAS, the City of Cincinnati owns Fernbank Park, consisting of approximately 58 acres located on Thornton Avenue along the Ohio River in Saylor Park (“Park”), which is under the control of the Board of Park Commissioners for the City of Cincinnati (“Park Board”); and

WHEREAS, pursuant to a *Lease and Operating Agreement* authorized by Ordinance No. 327-2018, passed by Council on October 17, 2018, Great Parks of Hamilton County, formerly known as the Hamilton County Park District, a political subdivision of the State of Ohio created and existing under Ohio Revised Code Chapter 1545 (“Great Parks”), operates and manages the Park, and the parties now desire to enter a new 5-year lease on the terms and conditions set forth in the *Lease and Operating Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (“New Agreement”); and

WHEREAS, the City Manager, in consultation with the Park Board, has determined that (i) the Park is not needed for a municipal purpose for the duration of the New Agreement; and (ii) leasing the Park to Great Parks is not adverse to the City’s retained interest in the Park; and

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

WHEREAS, eliminating competitive bidding in connection with the City’s lease of the Park is in the best interest of the public because Great Parks is a governmental entity with extensive experience in operating public parks, and therefore the City and the Park Board desire for Great Parks to continue to operate the Park; and

WHEREAS, the City’s Real Estate Services Division has determined by professional appraisal that the fair market rental value of the Park is approximately \$40,000 per year, however the City has agreed to lease the Park to Great Park for less than its fair market rental value, namely, \$0.00, because the City will receive benefits from the New Agreement that equal or exceed the fair market rental value of the Park in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Park through the term of the New Agreement; and

WHEREAS, the Park Board approved the New Agreement at its meeting on December 15, 2022; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Park at its meeting on December 2, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Lease and Operating Agreement* (“New Agreement”) with Great Parks of Hamilton County, a political subdivision of the State of Ohio created and existing under Ohio Revised Code Chapter 1545 (“Great Parks”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease certain real property commonly known as Fernbank Park, consisting of approximately 58 acres located on Thornton Avenue along the Ohio River in Saylor Park, as more particularly depicted in the New Agreement (“Park”), for a five-year term.

Section 2. That the Park is not needed for a municipal purpose for the duration of the New Agreement.

Section 3. That leasing the Park to Great Parks is not adverse to the City’s retained interest in the Park.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Park is in the best interest of the City because Great Parks is a governmental entity with extensive experience in operating public parks, and therefore the City and the Park Board desire for Great Parks to continue to operate the Park.

Section 5. That the City’s Real Estate Services Division has determined by professional appraisal that the fair market rental value of the Park is approximately \$40,000 per year, however the City will lease the Park to Great Parks for less than its fair market rental value, namely, \$0.00, because the City will receive benefits from the New Agreement that equal or exceed the

fair market rental value of the Park in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Park through the term of the New Agreement.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the New Agreement, including, without limitation, executing any and all ancillary documents associated with the Agreement, such as amendments or supplements to the New Agreement deemed by the City Manager to be in the vital and best interests of the City.

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

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

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

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

**LEASE AND OPERATING AGREEMENT**

This Lease and Operating Agreement (“**Agreement**”) is made and entered into effective as of January 1, 2023 (the “**Effective Date**”) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”, as lessor), and **Great Parks of Hamilton County** (f/k/a Hamilton County Park District), a political subdivision of the State of Ohio created under Ohio Revised Code Section 1545 (*Park Districts*), the address of which is 10245 Winton Road, Cincinnati, OH 45231 (“**Operator**”, as lessee).

Recitals:

A. The City owns Fernbank Park on Thornton Avenue in Cincinnati, consisting of approximately 58 acres and various improvements thereon located along the Ohio River, as shown on Exhibit A (Site Map) hereto (the “**Property**”; also referred to herein as the “**Park**”), which is controlled by the Board of Park Commissioners for the City of Cincinnati (the “**Park Board**”).

B. The City has leased the Property to Operator, and Operator has operated the Property as a public park, pursuant to separate lease agreements dated April 18, 2003, and January 1, 2018, the term of the latter Lease expires on December 31, 2022 (the “**Prior Lease**”).

C. The parties desire to enter into a new agreement that is in general accordance with the Prior Lease, for an additional five (5) year period, ending December 31, 2027.

D. The City is leasing the Property to Operator at a base rent of \$0.00 because of the considerable expenses that will be incurred by Operator in operating the Property, at no cost to the City, for the benefit of the people of the City. There is no City funding being provided to Operator under this Agreement.

E. The City has determined that eliminating competitive bidding with respect to the City’s lease of the Property is in the best interest of the public because the City has determined that Operator, being a governmental entity with experience in managing public parks, is the most qualified and suitable operator of the Property.

F. The Park Board approved this Agreement at its meeting on \_\_\_\_\_, 2022.

G. City Planning Commission approved this Agreement at its meeting on December 2, 2022.

H. Cincinnati City Council approved this Agreement by Ordinance No. \_\_\_\_-2022, passed on \_\_\_\_\_, 2022.

NOW THEREFORE, the parties hereby agree as follows:

**1. LEASE OF PROPERTY.**

(A) Grant. On the terms and conditions set forth herein, the City does hereby lease the Property to Operator, and Operator does hereby lease the Property from the City, for the Term established under section 2 below. The City leases the Property to Operator subject to any and all easements, covenants, restrictions and other matters of record, matters that would be disclosed upon an ordinary inspection or survey of the Property, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties. The City has not made any representations or warranties concerning the condition or characteristics of the Property or the suitability or fitness of the Property for the Permitted Use, and Operator is not relying upon any such representations or warranties from the City. On

{00373883-4}

the Commencement Date (as defined in section 2 below), Operator shall accept the Property in “as is” condition. During the Term, Operator shall not grant any easements or otherwise encumber the title to the Property without the City’s prior written consent.

(B) City’s Right to Inspect Property & Use Lodge. The City hereby reserves the right for its employees and agents to enter upon the Property from time to time for any proper purpose, provided, however, that in exercising such rights, (i) the City shall not unreasonably disrupt Operator’s use of the Property for the Permitted Use, and (ii) except in emergencies, the City shall give Operator reasonable written notice prior to entering the Property. The Park Board shall have the right to use the lodge at the Property from time to time (not exceeding once per month), at no charge, and upon no less than 30 days prior notice to Operator, provided Operator shall not have previously rented out the lodge to someone else on the designated date/time.

(C) Access by Utility Companies. Operator shall ensure continuous access to the Property (24 hours/day, 7 days/week, 52 weeks/year) by any and all utility companies that have existing utility facilities within the Property for the maintenance, repair and replacement thereof, and Operator shall not undertake any action or construct any improvements within the Property that may interfere with any such utility company’s rights without having first obtained such utility company’s consent. If Operator, its employees, agents, contractors, subcontractors, licensees or invitees cause damage to such utility companies’ facilities, Operator shall promptly reimburse the affected utility company for the cost of repairing such damage. The City and the Park Board shall ensure that Operator is notified of any work to be performed on the Property by City-owned or City-managed utility companies so that Great Parks can ensure the safety and security of the work site; *provided*, however, the City and the Park Board shall not be required to provide advance notice to Operator in case of an emergency that poses an immediate threat to the operations of the City-owned or City-managed public utility facilities. In case of an emergency, the City and the Park Board shall use best efforts to notify Operator of its entry upon the Property as soon as possible following the emergency event. In the event that the operation, maintenance, repair, construction, reconstruction or replacement of existing City-owned or City-managed public utility facilities requires the cutting, clearing, trimming, or removal of any trees, shrubs, overhanging branches, and/or other vegetation, the City and the Park Board shall notify the Operator in advance of such entry upon the Property to review the scope of such vegetative clearance to determine if any of Operator’s donor-funded, legacy plantings will be impacted; *provided*, however, the City and the Park Board shall not be required to provide advance notice to Operator in case of an emergency that poses an immediate threat to the operations of the City-owned or City-managed public utility facilities. In case of an emergency, the City and the Park Board shall use best efforts to notify Operator of its entry upon the Property for vegetative clearance as soon as possible following the emergency event. The City shall cause all vegetative clearance performed by City-owned or City-managed public utility operators to be conducted and completed to the satisfaction of Operator as set forth by standards and specifications established by Operator. The City shall, at its own cost, minimize damage to the Property related to vegetative clearance, and shall promptly repair and restore any and all damage to the Property and existing improvements thereon related to vegetative clearance to the satisfaction of Operator. The City agrees to compensate Operator for damage to, or removal of, Operator’s donor-funded, legacy trees/ vegetation caused by the City, its employees, agents, or contractors upon receipt of an appraisal performed by a certified arborist, identifying the impacted plantings and evidencing the amount due

**2. TERM (5 years)**. The term (“**Term**”) of this Agreement shall commence on the Effective Date (also referred to herein as the “**Commencement Date**”), and, unless extended or sooner terminated in accordance with the provisions of this Agreement, shall continue for a term of five (5) years, expiring on **December 31, 2027**. The Term of this Agreement may be extended for successive renewal periods of five (5) years each upon the mutual written agreement of Operator, the City Manager and the Park Board (no additional approval of Cincinnati City Council being required).

### **3. PERMITTED USE; OPERATING STANDARDS; REPORTS**

(A) Permitted Use. Operator shall use the Property solely for the operation of a public park (the “**Permitted Use**”) and for no other purpose.

(B) Operating Standards. Operator shall operate the Park in accordance with ORC Section 1545 and in a manner comparable to other parks managed by Operator and the Park Board and shall render the usual and customary services incidental thereto in a professional businesslike and efficient manner. Operator shall not enforce its motor vehicle permit at the Park (i.e., Operator shall not require visitors to the Park to pay a permit fee). Operator shall have the right, however, to charge reasonable fees for special uses, permits, programs and reserved areas as may be appropriate and as consistent with Operator's normal operations. Operator shall be responsible for the operation, maintenance, safety, security and park law enforcement of the Property, at no cost to the City or Park Board, in accordance with Operator's Code of By-Laws and in compliance with all applicable federal, state and local laws, codes, ordinances and other governmental requirements. Operator shall refer to the Park as "Fernbank Park" or such other name as may be designated by the Park Board from time to time.

(C) Reports. Operator shall submit an annual operating report to the Director of the Park Board by **March 31** of each year during the Term of this Agreement (the "**Annual Report**"), documenting (i) the major events and activities occurring at the Park during the calendar year then just ended, (ii) the estimated park attendance, (iii) expenditures incurred for park maintenance, repairs, and capital costs, and (iv) income received from shelter and lodge rentals and any other income generated from the operation of the Park.

4. RENT. \$0.00/year

5. REAL ESTATE TAXES. The parties acknowledge that the Property is exempt from real property taxes.

6. MAINTENANCE AND REPAIRS. During the Term of this Agreement, Operator shall assume all responsibility for the maintenance and repair of the Property and shall maintain the same in a continuous state of good and safe condition and repair, whether such maintenance or repairs are routine or non-routine. Except as otherwise expressly provided in this Agreement, the City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Property under this Agreement. The foregoing notwithstanding, Operator shall not be responsible for maintaining or repairing the public sewer facilities located on the Property (which the parties acknowledge shall remain the responsibility of the Metropolitan Sewer District of Greater Cincinnati).

7. ALTERATIONS; SIGNS; NO LIENS.

(A) Alterations. Operator shall not make any material alterations, additions or other changes to the Property without the prior written consent of the Park Board, which approval shall not be unreasonably withheld or delayed provided the proposed alterations, additions or changes are consistent with the Permitted Use and will not diminish the fair market value or aesthetic appeal of the Property. Operator shall have the right to make all minor and cosmetic-type alterations to the Property without having to obtain the City's prior consent. All alterations made by Operator shall be made in a good and workmanlike manner, in compliance with all applicable legal requirements, shall not diminish the fair market value of the Property, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Property. Once installed, Operator shall not remove such alterations (unless such removal shall have been consented to in writing by the City), and Operator shall surrender the same to the City at the end of the Term.

(B) Signs. Operator shall maintain the existing directional, informational, advertising and other outdoor signs at the Property and shall ensure that the same comply with all applicable zoning and other legal requirements. Operator shall, at its expense, keep all signs in good condition and repair. The foregoing notwithstanding, in the event the Park Board determines that the content of any signs is inappropriate given the use of the Property by children or would otherwise reflect negatively upon the City, the City shall notify Operator of such objection in writing, whereupon Operator shall promptly either address such objection to the Park Board's satisfaction or remove the objectionable sign(s).

(C) No Liens. If any mechanics' lien or other similar lien is filed against the Property as a result of labor or material furnished at Operator's request, Operator shall cause the lien to be released or bonded off within forty-five (45) days following the filing of such lien.

**8. INSURANCE; INDEMNITY.**

(A) Insurance. Throughout the Term, Operator 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 buildings on the Property, naming the City and Operator as their respective interests may appear;

(ii) property insurance on all personal property of Operator from time to time located at the Property in such amount as Operator 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.

Operator 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. Operator 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 Operator 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. On the Commencement Date and thereafter on an annual basis, Operator shall provide the Park Board with a certificate of insurance evidencing the insurance required to be maintained by Operator hereunder.

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

**9. CASUALTY.** If the Property is damaged or destroyed by fire or other casualty, then, unless otherwise agreed by the parties in writing, Operator shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence. The City and Operator shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. Operator shall handle all construction in accordance with plans and specifications approved by the City. Operator shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Property is being repaired or restored.

**10. DEFAULT; REMEDIES.**



(A) Default. If either party fails to perform or observe any of the covenants, terms or conditions contained in this Agreement, and such failure to 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 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 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, 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.

**11. ASSIGNMENT AND SUBLETTING.** Operator shall not assign its interests under this Agreement, or sublet all or any portion of the Property, without the prior written consent of the City. Operator acknowledges that the City is entering into this Agreement because of the City's confidence that Operator has the financial resources, experience, and community support that are necessary to carry out the operation of the Property and that therefore the City shall not be expected to consent to a proposed assignment or sublease to any individual or entity in which the City does not have similar confidence. No assignment or sublease by Operator of its rights or obligations under this Agreement to a third party shall relieve Operator from any liability to the City under this Agreement.

**12. ESTOPPEL CERTIFICATES.** Within fifteen (15) days after written request from the other party (or, with respect to certificates from the City of Cincinnati, within such longer period of time as may be reasonably needed in order to obtain all required governmental authorizations and signatures), each party shall execute and deliver to the requesting party an estoppel certificate: (i) certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) stating, to the best of such party's knowledge, whether or not the requesting party is in default under this Agreement, and, if so, specifying the nature of such default, and (iii) covering such other matters pertaining to this Agreement as the requesting party may reasonably request.

**13. SURRENDER; HOLDOVER.**

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

(B) Holdover. If Operator fails to surrender possession of the Property to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable by either party at any time by giving written notice thereof to the other party.

(C) Documents to be Delivered to City. At the end of the Term, Operator shall deliver to the City originals of all operating manuals, warranty information, books and records, contracts with third parties, and {00373883-4}

all other written materials and documents that are in Operator's possession or under Operator's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Property.

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

To the City:

Director, Cincinnati Parks  
950 Eden Park Drive  
Cincinnati, OH 45202

To Operator:

CEO, Great Parks of Hamilton County  
10245 Winton Road  
Cincinnati, OH 45231  
Attention: Chief Executive Officer

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

**15. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

(K) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City and the Operator under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City or the Operator in other than his or her official capacity. No official executing or approving the City's or the Operator's participation in this Agreement shall be personally liable under this Agreement.

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

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

(N) Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A - *Site Map*

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

**CITY OF CINCINNATI**

**GREAT PARKS OF HAMILTON COUNTY**

By: \_\_\_\_\_  
Sheryl M.M. Long, City Manager

By: \_\_\_\_\_  
Todd Palmeto, Chief Executive Officer

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

Recommended By:

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

Approved as to Form:

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

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

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

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

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

**EXHIBIT A**  
to Lease and Operating Agreement

**SITE MAP**



Date: January 11, 2023

202300267

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: ORDINANCE – GRANT OF EASEMENT – PANCOAST ALLEY AND CROW ALLEY –  
CENTRAL BUSINESS DISTRICT

---

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Grant of Easement in favor of Barrister Apartments, LLC, pursuant to which the City of Cincinnati will grant encroachment easements upon portions of Pancoast Alley and Crow Alley in the Central Business District.

Barrister Apartments, LLC (“Grantee”) owns the property located at 214-216 East Ninth Street in the Central Business District, and has requested an easement from the City for encroachments upon portions of Pancoast Alley and Crow Alley for two fire escapes, as depicted in Attachment A.

The City has determined that granting the easement to Grantee is not averse to the City’s retained interest in the public right-of-way, and that the easement will not have an adverse effect on the usability or accessibility of any existing transportation facilities located on Pancoast Alley and Crow Alley.

The City has determined the fair market value of the easement is approximately \$1,700, which Grantee has agreed to pay.

The City Planning Commission approved the easements at its meeting on November 18, 2022.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Easements

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

# City of Cincinnati

CHM

EESW

## An Ordinance No. \_\_\_\_\_ - 2023

**AUTHORIZING** the City Manager to execute a *Grant of Easement* in favor of Barrister Apartments, LLC, pursuant to which the City of Cincinnati will grant encroachment easements upon portions of Pancoast Alley and Crow Alley in the Central Business District.

WHEREAS, Barrister Apartments, LLC, an Ohio limited liability company (“Grantee”), owns certain real property located at 214-216 East Ninth Street in the Central Business District; and

WHEREAS, the City of Cincinnati owns the adjoining real property designated as the public rights-of-way known as Pancoast Alley and Crow Alley (“Property”), which Property is under the management of the City’s Department of Transportation and Engineering (“DOT”); and

WHEREAS, Grantee has requested easements from the City for encroachments upon portions of the Property, namely, two fire escapes, as more particularly depicted and described in the *Grant of Easement* attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”); and

WHEREAS, the City Manager, in consultation with DOTE, has determined (i) that granting the Easement to Grantee is not adverse to the City’s retained interest in the Property and; (ii) that granting the Easement will not have an adverse effect on the usability or accessibility of any existing transportation facilities located on the Property; and

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

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market value of the Easement is approximately \$1,700, 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 November 18, 2022; 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 Barrister Apartments, LLC, an Ohio limited liability company (“Grantee”), owner of the property located at 214-216 East Ninth Street in the Central Business District, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will grant to Grantee easements to install and maintain two encroachments (“Easement”) upon portions of certain real property designated as the public rights-of-way known as Pancoast Alley and Crow Alley (“Property”), as more particularly described on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Property; and (ii) will not have an adverse effect on the usability or accessibility of any existing transportation facilities located on the Property.

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, an adjoining property owner, would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$1,700, which Grantee has agreed to pay.

Section 5. That the proceeds from the *Grant of Easement* shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the *Grant of Easement*, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.



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

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

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

**ATTACHMENT A**

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

## GRANT OF EASEMENT

(encroachment upon portions of Pancoast Alley and Crow Alley)

This Grant of Easement is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **BARRISTER APARTMENTS, LLC**, an Ohio limited liability company, with a tax mailing address of 114 W 14th Street, Cincinnati, OH 45202 ("**Grantee**").

### Recitals:

A. By virtue of a *General Warranty Deed* recorded on August 26, 2022, in OR 14739, Page 303, Hamilton County, Ohio Records, Grantee holds title to certain real property located at 214-216 E. 9<sup>th</sup> Street, Cincinnati, OH 45202, as more particularly described on Exhibit A (*Legal Description – Benefitted Properties*) and depicted on Exhibit B (*Survey*) hereto (the "**Benefitted Properties**").

B. The City owns certain real property abutting the Benefitted Properties designated as the public rights-of-way known as Pancoast Alley and Crow Alley, as more particularly depicted on Exhibit B hereto (the "**Property**"). The Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. Grantee has requested the City to grant encroachment easements for two fire escape encroachments above portions of the Property, as more particularly depicted on Exhibit B and described on Exhibit C (*Legal Description – Easement Areas*) hereto (the "**Encroachments**").

D. The City Manager, in consultation with DOTE, has determined that (i) the easements will not have an adverse effect on the City's retained interest in the Property, and (ii) granting the easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the easement, as determined by professional appraisal, is \$1,700, which Grantee has agreed to pay.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on November 18, 2022.

G. Cincinnati City Council approved the easement by Ordinance No. [\_\_\_\_]-2022, passed on [\_\_\_\_], 2022.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Properties, two non-exclusive easements to construct, install, use, maintain, repair, reconstruct, replace, and remove the Encroachments, as more particularly identified and depicted on Exhibit B and described on Exhibit C hereto (the "Easements" or the "Easement Areas", as applicable). Once installed, Grantee shall not make any alterations, additions, enlargements, or modifications to the Encroachments within the Easement Areas without the prior written consent of the City. 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 title, condition, or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Easement Areas.

2. Permitted Use. Grantee, its agents, tenants, licensees, and invitees shall have the non-exclusive right to use the Easement Areas for the sole and limited purpose of emergency pedestrian ingress and egress from the Benefitted Properties to the adjoining public rights-of-way. 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.

3. Termination. Notwithstanding anything herein to the contrary, the Easements shall automatically terminate (i) upon the complete or respective partial demolition, without rebuilding within 1 year of such demolition, of the Encroachments within the Easement Areas, such that the Easements would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Easement Area or any portion thereof for a municipal purpose, including, without limitation, to comply with Americans with Disabilities Act ("ADA") regulations or accessibility standards; or (iii) upon written notice from the City if the City determines that the Encroachments are creating a public safety issue, such as noncompliance with ADA accessibility regulations, or contributing to adverse impacts on the usability or accessibility of the Property, if Grantee does not abate or begin to take efforts to mitigate the public safety issue in a timely manner consistent with the degree of harm posed by the public safety issue.

4. Maintenance and Repairs. At no cost to the City, Grantee shall maintain the Encroachments in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Third-Party Utility Lines**"). In connection with Grantee's maintenance, repair, and use of the Encroachments, Grantee shall not interfere with the access of utility companies to maintain and repair the Third-Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, tenants, licensees, or invitees. Any relocation of Third-Party Utility Lines necessitated by the construction, maintenance, repair, reconstruction, or removal of the Encroachments under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

5. Insurance: Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee shall maintain or cause to be maintained a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf

of Grantee's insurers, rights of subrogation, in connection with any damage to the Encroachments, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Encroachments.

6. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Areas (24 hours/day, 7 days/week, 52 weeks/year) for DOTE for inspection and any other purpose, and for the City's Police and Fire Departments.

7. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Encroachments.

8. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to address the same to DOTE's satisfaction within thirty (30) days after receiving written notice thereof from DOTE, the City shall have right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the respective Benefitted Properties until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's office to memorialize any outstanding amounts due under this instrument.

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

10. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

11. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

12. Coordinated Report Conditions (CR #37-2022). The following additional conditions shall apply:

a. DOTE:

i. Construction drawings for the Encroachments must be prepared and sealed by a professional engineer or architect registered in the State of Ohio. The design loads must be in accordance with the appropriate Building Code standards and be stated on the drawings. Drawings must include mounting and framing details.

- ii. The Encroachments must be:
  - a. vertically at least 14 feet above the sidewalk;
  - b. within the curb area, not to extend into street pavement area;
  - c. fully supported from the building with no supports extending below;
  - d. compliant with clearance requirements for overhead utility lines;
  - e. horizontally no closer than five feet from a utility pole.
- iii. Prior to installation of the Encroachments, Grantee must obtain all applicable permits and permissions from the Department of Buildings and Inspection, without limitation to a Certificate of Appropriateness from the Urban Conservator or Historic Conservation Board, as applicable.
- b. GCWW: Grantee shall be solely responsible for the replacement or repair of all improvements within the Easement Areas if they are damaged by the failure, repair, operation, or replacement of the existing public water system within the public rights-of-way.
- c. Altafiber: Altafiber has existing underground telephone facilities located within the public rights-of-way. The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as result of the Encroachments will be handled entirely at Grantee's cost.

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

14. Exhibits. The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Legal Description - Benefitted Properties*  
Exhibit B – *Survey*  
Exhibit C – *Legal Description—Easement Areas*

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

**CITY OF CINCINNATI**

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

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

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

Date: \_\_\_\_\_, 2022

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved by:

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

Approved as to Form by:

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

[ Grantee Signature Page Follows ]

ACCEPTED AND AGREED TO BY:

**BARRISTER APARTMENTS, LLC,**  
an Ohio limited liability company

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

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

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

Date: \_\_\_\_\_, 2022

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, the \_\_\_\_\_ of **BARRISTER APARTMENTS, LLC**, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

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



**EXHIBIT A**  
to Grant of Easement  
*LEGAL DESCRIPTION - BENEFITTED PROPERTIES*

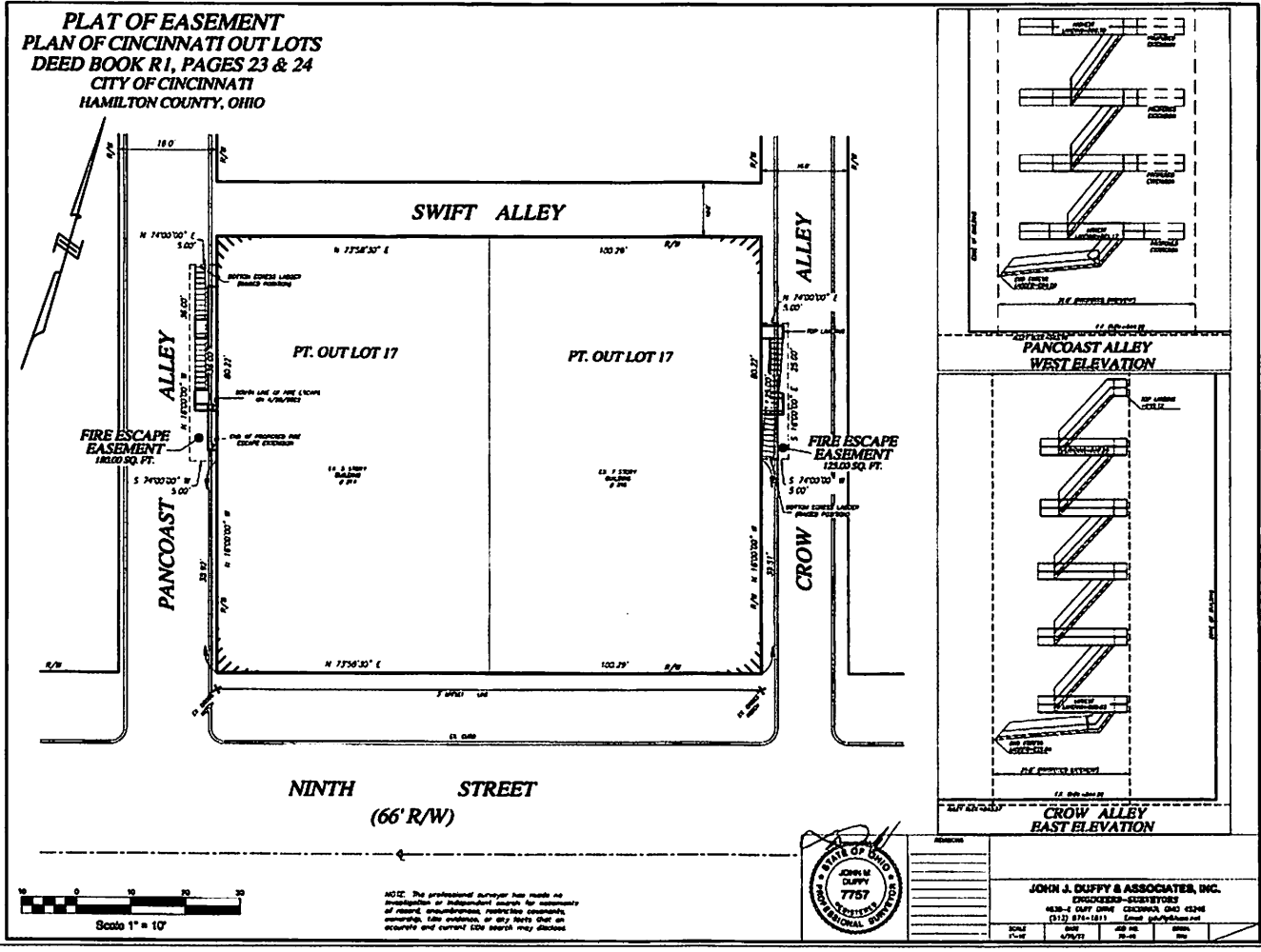
**Property Address:** 214-216 E. 9<sup>th</sup> Street  
**Auditor's Parcel No.:** 079-0002-0005

**Situated in the County of Hamilton, State of Ohio, and in the City of Cincinnati, and being a Part of Out Lot 17 of The City of Cincinnati as platted in Deed Book R1, Pages 23-24 and Plat at E2, Page 62, and bounded and described as follows: Beginning at a point in intersection of the north line of Ninth Street and the east line of the first alley east of Main Street (Pancost), thence eastwardly with Ninth Street 50 feet; thence northwardly at right angles to Ninth Street 80 feet and three inches to an alley; thence westwardly and parallel to Ninth street 50 feet to an alley; thence southwardly with said alley 80 feet and three inches to Ninth Street, the Place of beginning.**

**Property Address:** 214-216 E. 9<sup>th</sup> Street  
**Auditor's Parcel No.:** 079-0002-0006

**Situated in the City of Cincinnati, Hamilton County, Ohio and being a part of Out Lot 17 of the City of Cincinnati as shown at Plat in Deed Book R1, Pages 23-24 and Plat at E2, Page 62, and being more particularly described as follows: Beginning at a point in the north side of Ninth Street 50 feet of the first alley (Pancost) east of Main Street in the City of Cincinnati, County of Hamilton and State of Ohio. Thence east with the north line of Ninth Street 50 feet to an alley; thence north with said alley 80 feet, more or less, to an alley; thence west with the last mentioned alley 50 feet; thence south at right alley to Ninth Street 80 feet, more or less, to Ninth Street and the place of beginning.**

**EXHIBIT B**  
to Grant of Easement  
Survey



**EXHIBIT C**  
to Grant of Easement  
*LEGAL DESCRIPTION—EASEMENT AREAS*

**Crow Alley Easement Area**

**Situate in the Plan of Cincinnati Out Lots as recorded in Deed Book R1, Pages 23 & 24 of the Hamilton County, Ohio Deed Records, being an easement for fire escape purposes over Crow Alley and being more particularly described as follows:**

**Commencing at the intersection of the westerly right of way line of Crow Alley and the northerly right of way line of Ninth Street; thence North 16° 00' 00" West along said westerly right of way line of Crow Alley, a distance of 39.51 feet to the **REAL PLACE OF BEGINNING** for the following described easement; thence continuing North 16° 00' 00" West along said westerly right of way line, a distance of 25.00 feet; thence through said Crow Alley the following courses and distances:**

**North 74° 00' 00" East, a distance of 5.00 feet;**

**South 16° 00' 00" East, a distance of 25.00 feet and**

**South 74° 00' 00" West, a distance of 5.00 feet to the place of beginning.**

**Containing 125.00 square feet of land.**

**The lowest elevation of the fire escape is 543.27 A.M.S.L. The elevation of the highest landing of said fire escape is 618.12 A.M.S.L.**

**EXHIBIT C**  
to Grant of Easement  
*LEGAL DESCRIPTION-EASEMENT AREAS (CONT.)*

**Pancoast Alley Easement Area**

Situate in the Plan of Cincinnati Out Lots as recorded in Deed Book R1, Pages 23 & 24 of the Hamilton County, Ohio Deed Records, being an easement for fire escape purposes over Pancoast Alley and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of said Pancoast Alley and the northerly right of way line of Ninth Street; thence North 16° 00' 00" West along said easterly right of way line of Pancoast Alley, a distance of 38.92 feet to the **REAL PLACE OF BEGINNING** for the following described easement; thence through said Pancoast Alley the following courses and distances:

South 74° 00' 00" West, a distance of 5.00 feet;

North 16° 00' 00" West, a distance of 36.00 feet and

North 74° 00' 00" East, a distance of 5.00 feet to the aforementioned easterly right of way line of Pancoast Alley; thence South 16° 00' 00" East along said easterly right of way line, a distance of 36.00 feet to the place of beginning.

Containing 180.00 square feet of land.

The lowest elevation of the fire escape is 543.76 A.M.S.L. The elevation of the highest landing of said fire escape is 598.70 A.M.S.L.

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

## GRANT OF EASEMENT

(encroachment upon portions of Pancoast Alley and Crow Alley)

This Grant of Easement is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **BARRISTER APARTMENTS, LLC**, an Ohio limited liability company, with a tax mailing address of 114 W 14th Street, Cincinnati, OH 45202 ("**Grantee**").

### Recitals:

A. By virtue of a *General Warranty Deed* recorded on August 26, 2022, in OR 14739, Page 303, Hamilton County, Ohio Records, Grantee holds title to certain real property located at 214-216 E. 9<sup>th</sup> Street, Cincinnati, OH 45202, as more particularly described on Exhibit A (*Legal Description – Benefitted Properties*) and depicted on Exhibit B (*Survey*) hereto (the "**Benefitted Properties**").

B. The City owns certain real property abutting the Benefitted Properties designated as the public rights-of-way known as Pancoast Alley and Crow Alley, as more particularly depicted on Exhibit B hereto (the "**Property**"). The Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. Grantee has requested the City to grant encroachment easements for two fire escape encroachments above portions of the Property, as more particularly depicted on Exhibit B and described on Exhibit C (*Legal Description – Easement Areas*) hereto (the "**Encroachments**").

D. The City Manager, in consultation with DOTE, has determined that (i) the easements will not have an adverse effect on the City's retained interest in the Property, and (ii) granting the easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the easement, as determined by professional appraisal, is \$1,700, which Grantee has agreed to pay.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on November 18, 2022.

G. Cincinnati City Council approved the easement by Ordinance No. [\_\_\_\_]-2022, passed on [\_\_\_\_], 2022.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Properties, two non-exclusive easements to construct, install, use, maintain, repair, reconstruct, replace, and remove the Encroachments, as more particularly identified and depicted on Exhibit B and described on Exhibit C hereto (the “**Easements**” or the “**Easement Areas**”, as applicable). Once installed, Grantee shall not make any alterations, additions, enlargements, or modifications to the Encroachments within the Easement Areas without the prior written consent of the City. 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 title, condition, or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Easement Areas.

2. Permitted Use. Grantee, its agents, tenants, licensees, and invitees shall have the non-exclusive right to use the Easement Areas for the sole and limited purpose of emergency pedestrian ingress and egress from the Benefitted Properties to the adjoining public rights-of-way. 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.

3. Termination. Notwithstanding anything herein to the contrary, the Easements shall automatically terminate (i) upon the complete or respective partial demolition, without rebuilding within 1 year of such demolition, of the Encroachments within the Easement Areas, such that the Easements would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Easement Area or any portion thereof for a municipal purpose, including, without limitation, to comply with Americans with Disabilities Act (“**ADA**”) regulations or accessibility standards; or (iii) upon written notice from the City if the City determines that the Encroachments are creating a public safety issue, such as noncompliance with ADA accessibility regulations, or contributing to adverse impacts on the usability or accessibility of the Property, if Grantee does not abate or begin to take efforts to mitigate the public safety issue in a timely manner consistent with the degree of harm posed by the public safety issue.

4. Maintenance and Repairs. At no cost to the City, Grantee shall maintain the Encroachments in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas (“**Third-Party Utility Lines**”). In connection with Grantee’s maintenance, repair, and use of the Encroachments, Grantee shall not interfere with the access of utility companies to maintain and repair the Third-Party Utility Lines and shall, at Grantee’s expense, promptly repair any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, tenants, licensees, or invitees. Any relocation of Third-Party Utility Lines necessitated by the construction, maintenance, repair, reconstruction, or removal of the Encroachments under this instrument shall be handled entirely at Grantee’s expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

5. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee shall maintain or cause to be maintained a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City’s request and, in any event, prior to undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf

of Grantee's insurers, rights of subrogation, in connection with any damage to the Encroachments, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Encroachments.

6. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Areas (24 hours/day, 7 days/week, 52 weeks/year) for DOTE for inspection and any other purpose, and for the City's Police and Fire Departments.

7. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Encroachments.

8. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to address the same to DOTE's satisfaction within thirty (30) days after receiving written notice thereof from DOTE, the City shall have right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the respective Benefitted Properties until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's office to memorialize any outstanding amounts due under this instrument.

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

10. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

11. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

12. Coordinated Report Conditions (CR #37-2022). The following additional conditions shall apply:

a. DOTE:

i. Construction drawings for the Encroachments must be prepared and sealed by a professional engineer or architect registered in the State of Ohio. The design loads must be in accordance with the appropriate Building Code standards and be stated on the drawings. Drawings must include mounting and framing details.

- ii. The Encroachments must be:
    - a. vertically at least 14 feet above the sidewalk;
    - b. within the curb area, not to extend into street pavement area;
    - c. fully supported from the building with no supports extending below;
    - d. compliant with clearance requirements for overhead utility lines;
    - e. horizontally no closer than five feet from a utility pole.
  - iii. Prior to installation of the Encroachments, Grantee must obtain all applicable permits and permissions from the Department of Buildings and Inspection, without limitation to a Certificate of Appropriateness from the Urban Conservator or Historic Conservation Board, as applicable.
- b. GCWW: Grantee shall be solely responsible for the replacement or repair of all improvements within the Easement Areas if they are damaged by the failure, repair, operation, or replacement of the existing public water system within the public rights-of-way.
- c. Altafiber: Altafiber has existing underground telephone facilities located within the public rights-of-way. The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as result of the Encroachments will be handled entirely at Grantee's cost.

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

14. Exhibits. The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Legal Description - Benefitted Properties*  
Exhibit B – *Survey*  
Exhibit C – *Legal Description—Easement Areas*



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

**CITY OF CINCINNATI**

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

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

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

Date: \_\_\_\_\_, 2022

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved by:

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

Approved as to Form by:

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

[ Grantee Signature Page Follows ]

ACCEPTED AND AGREED TO BY:

**BARRISTER APARTMENTS, LLC,**  
an Ohio limited liability company

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

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

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

Date: \_\_\_\_\_, 2022

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, the \_\_\_\_\_ of **BARRISTER APARTMENTS, LLC**, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

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

**EXHIBIT A**  
to Grant of Easement  
*LEGAL DESCRIPTION - BENEFITTED PROPERTIES*

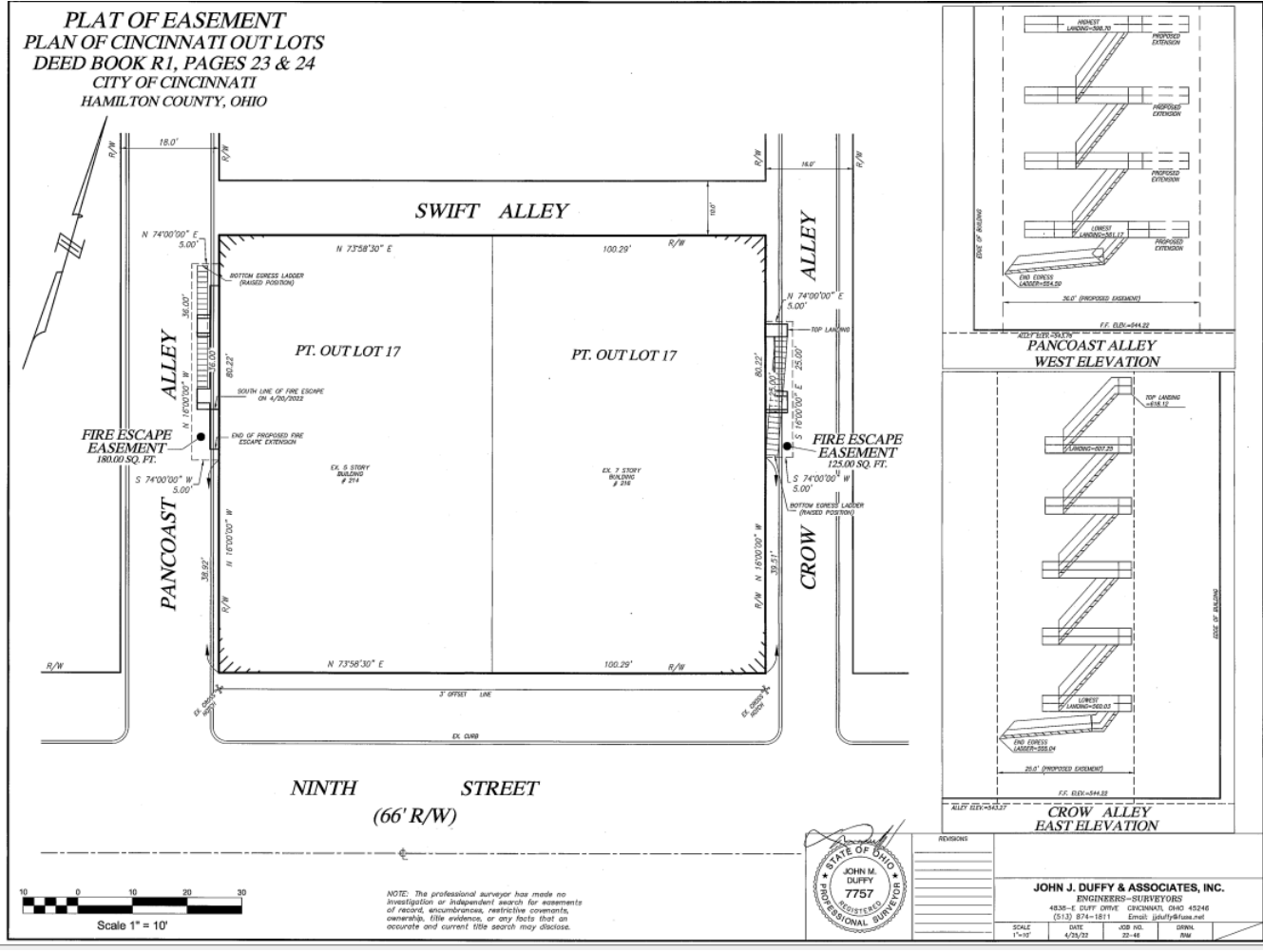
**Property Address:** 214-216 E. 9<sup>th</sup> Street  
**Auditor's Parcel No.:** 079-0002-0005

Situated in the County of Hamilton, State of Ohio, and in the City of Cincinnati, and being a Part of Out Lot 17 of The City of Cincinnati as platted in Deed Book R1, Pages 23-24 and Plat at E2, Page 62, and bounded and described as follows: Beginning at a point in intersection of the north line of Ninth Street and the east line of the first alley east of Main Street (Pancost), thence eastwardly with Ninth Street 50 feet; thence northwardly at right angles to Ninth Street 80 feet and three inches to an alley; thence westwardly and parallel to Ninth street 50 feet to an alley; thence southwardly with said alley 80 feet and three inches to Ninth Street, the Place of beginning.

**Property Address:** 214-216 E. 9<sup>th</sup> Street  
**Auditor's Parcel No.:** 079-0002-0006

Situated in the City of Cincinnati, Hamilton County, Ohio and being a part of Out Lot 17 of the City of Cincinnati as shown at Plat in Deed Book R1, Pages 23-24 and Plat at E2, Page 62, and being more particularly described as follows: Beginning at a point in the north side of Ninth Street 50 feet of the first alley (Pancost) east of Main Street in the City of Cincinnati, County of Hamilton and State of Ohio. Thence east with the north line of Ninth Street 50 feet to an alley; thence north with said alley 80 feet, more or less, to an alley; thence west with the last mentioned alley 50 feet; thence south at right alley to Ninth Street 80 feet, more or less, to Ninth Street and the place of beginning.

**EXHIBIT B**  
to Grant of Easement  
Survey



**EXHIBIT C**  
to Grant of Easement  
*LEGAL DESCRIPTION—EASEMENT AREAS*

**Crow Alley Easement Area**

Situate in the Plan of Cincinnati Out Lots as recorded in Deed Book R1, Pages 23 & 24 of the Hamilton County, Ohio Deed Records, being an easement for fire escape purposes over Crow Alley and being more particularly described as follows:

Commencing at the intersection of the westerly right of way line of Crow Alley and the northerly right of way line of Ninth Street; thence North 16° 00' 00" West along said westerly right of way line of Crow Alley, a distance of 39.51 feet to the **REAL PLACE OF BEGINNING** for the following described easement; thence continuing North 16° 00' 00" West along said westerly right of way line, a distance of 25.00 feet; thence through said Crow Alley the following courses and distances:

North 74° 00' 00" East, a distance of 5.00 feet;

South 16° 00' 00" East, a distance of 25.00 feet and

South 74° 00' 00" West, a distance of 5.00 feet to the place of beginning.

Containing 125.00 square feet of land.

The lowest elevation of the fire escape is 543.27 A.M.S.L. The elevation of the highest landing of said fire escape is 618.12 A.M.S.L.

**EXHIBIT C**  
to Grant of Easement  
*LEGAL DESCRIPTION-EASEMENT AREAS (CONT.)*

**Pancoast Alley Easement Area**

Situate in the Plan of Cincinnati Out Lots as recorded in Deed Book R1, Pages 23 & 24 of the Hamilton County, Ohio Deed Records, being an easement for fire escape purposes over Pancoast Alley and being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of said Pancoast Alley and the northerly right of way line of Ninth Street; thence North 16° 00' 00" West along said easterly right of way line of Pancoast Alley, a distance of 38.92 feet to the **REAL PLACE OF BEGINNING** for the following described easement; thence through said Pancoast Alley the following courses and distances:

South 74° 00' 00" West, a distance of 5.00 feet;

North 16° 00' 00" West, a distance of 36.00 feet and

North 74° 00' 00" East, a distance of 5.00 feet to the aforementioned easterly right of way line of Pancoast Alley; thence South 16° 00' 00" East along said easterly right of way line, a distance of 36.00 feet to the place of beginning.

Containing 180.00 square feet of land.

The lowest elevation of the fire escape is 543.76 A.M.S.L. The elevation of the highest landing of said fire escape is 598.70 A.M.S.L.