



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget and Finance Committee

Chairperson, Greg Landsman
Vice Chairperson, Reggie Harris
Councilmember Jeff Cramerding
Councilmember Mark Jeffreys
Councilmember Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Meeka Owens
President Pro Tem Victoria Parks

Monday, August 1, 2022

1:00 PM

Council Chambers, Room 300

PRESENTATIONS

Recommended Carryover Appropriation Process

Billy Weber, Assistant City Manager

AGENDA

REPORTS

1. [202201628](#) **REPORT**, dated 8/1/2022, submitted by John P. Curp, Interim City Manager, regarding a recommended process to facilitate City Council in establishing priorities and processes for deploying funding available through the fiscal year (FY) 2022 carryover process.

Sponsors: City Manager

Attachments: [REPORT](#)

EASEMENTS AND AGREEMENTS

2. [202201495](#) **ORDINANCE** submitted by John P. Curp, Interim City Manager, on 6/29/2022, **AUTHORIZING** the City Manager to execute a *Partial Release of Water Main Right of Way Easement* for partial release of the water main right of way easement across the real properties located at 2940 Disney Street, 2900 Disney Street, 2910 Disney Street, 3011 Jared Ellis Drive, and 3033 Jared Ellis Drive in the Oakley neighborhood of Cincinnati to facilitate development on the properties, while retaining the water main easement rights over the unreleased property.

Sponsors: City Manager

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

3. [202201599](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, AUTHORIZING the City Manager to execute a Grant of Easement in favor of Fountain Place, LLC, pursuant to which the City of Cincinnati will grant an easement for an access ramp upon a portion of Fifth Street in the Central Business District.

Sponsors: City Manager

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

4. [202201598](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, AUTHORIZING the City Manager to execute a Lease Agreement with Fountain Place, LLC, pursuant to which the City will lease a portion of Convention Way west of Vine Street in the Central Business District for a term of up to thirty years.

Sponsors: City Manager

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

5. [202201591](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AMENDING** Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020 and Ordinance No. 311-2021, for the purpose of reducing those special assessments levied and to be collected in 2023 (with tax year 2022 property taxes) based upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project.

Sponsors: City Manager

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

GRANTS AND DONATIONS

6. [202201606](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **ESTABLISHING** new capital improvement program project account no. 980x233x232364, "River Road Rehab (PID 110413) Grant," for the purpose of providing resources for the

River Road Rehabilitation (HAM-50-10.53 PID 110413) project (the “River Road Project”), which will rehabilitate River Road from Dart Street to Anderson Ferry Road; AUTHORIZING the City Manager to accept and appropriate grant resources in the amount of up to \$2,150,000 from Federal Highway Administration funding (ALN 20.205), administered by the Ohio Department of Transportation (“ODOT”), to newly created capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Project; AUTHORIZING the Director of Finance to deposit grant resources into capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant”; AUTHORIZING the City Manager to enter into a Local Public Agency Agreement with the Director of ODOT to complete the River Road Project; and AUTHORIZING the City Manager to do all things necessary to cooperate with the Director of ODOT in order to complete the River Road Project.

Sponsors: City Manager

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

7. [202201605](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various public infrastructure projects throughout the City.

Sponsors: City Manager

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

8. [202201604](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate the 2022 Pilot Program of Demonstration Projects for Destinations Serving Youth Grant in an amount up to \$10,000 from the National Center for Safe Routes to School program through the University of North Carolina at Chapel Hill to capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements,” for the purpose of providing resources for the construction of quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood; AUTHORIZING the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements”; and

AUTHORIZING the City Manager to do all things necessary and to execute any agreements necessary for the receipt and administration of these grant resources.

Sponsors: City Manager

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

9. [202201622](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for financial assistance from the Ohio Department of Transportation for transit purposes under the Ohio Urban Transit Program for state fiscal year 2023.

Sponsors: City Manager

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

10. [202201608](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for grant resources in an amount of up to \$200,000,000 awarded by the United States Department of Transportation through the 2022 Bridge Investment Program (ALN 20.205) to provide resources for the construction of the Western Hills Viaduct.

Sponsors: City Manager

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

11. [202201623](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$591,655, effective FY 2023, from the United States Department of Homeland Security, Federal Emergency Management Agency, through the FY 2022 Homeland Security Grant Program, Urban Area Security Initiative (ALN 97.067), for the purpose of providing funding for clothing, communications equipment, physical barriers, and license plate reader mobile cameras for the Cincinnati Police Department's Special Weapons and Tactics team and Civil Disturbance Response Team; and **AUTHORIZING** the Finance Director to deposit the grant resources into Law Enforcement Grant Fund 368, Project Account No. 22UASI.

Sponsors: City Manager

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

12. [202201595](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp,

Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$60,000 from the Ohio Department of Public Safety, Ohio Traffic Safety Office, for the purpose of providing funds for the FY 2023 Impaired Driving Enforcement Program (IDEP), ALN 20.608; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Account No. 22IDEP.

Sponsors: City Manager

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

13. [202201624](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program grant of up to \$60,000, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and high visibility enforcement efforts to reduce fatal accidents; and **AUTHORIZING** the Finance Director to deposit the grant resources into Law Enforcement Grant Fund 368, Project Account No. 22STEP.

Sponsors: City Manager

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

14. [202201600](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$289,158 from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation (ALN 16.738); and further **AUTHORIZING** the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478, project account no. 22JAG.

Sponsors: City Manager

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

15. [202201607](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$50,000 from Interact for Health for the purpose of reducing youth vaping among Walnut Hills and Western Hills students as an alternative to suspension and cessation; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

Sponsors: City Manager

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

16. [202201625](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$319,631 from the Get Vaccinated OHIO Public Health Initiative for the purpose of supporting activities that will increase immunization rates in children under two years of age, school aged children, and adolescents; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

Sponsors: City Manager

Attachments: [Get Vaccinated Ohio Grant OrdTrans \(1\)](#)
[ORD - Health Get Vaccinated OHIO Grant](#)

17. [202201621](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$20,000 from the National Association of County and City Health Officials for the purpose of providing one-on-one technical assistance to the Cincinnati Health Department to translate “Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments” results into actionable guidance to improve internal capacity for addressing the intersection of suicide, overdose, and adverse childhood experiences; and further **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350x8571.

Sponsors: City Manager

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

18. [202201610](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/2/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$135,500 from the Ohio Department of Health, Bureau of Maternal, Child and Family Health, and its “Cribs for Kids” program for the purpose of decreasing Ohio’s infant mortality rate by ensuring infants have a safe sleep environment by distributing cribs in Hamilton County and providing families with education about safe sleep practices; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8536.

Sponsors: City Manager

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

19. [202201619](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager or his designee to apply for, accept and appropriate grant funds from the Ohio Environmental Protection Agency in the amount of up to \$500,000 for the purpose of reimbursing costs incurred by the Greater Cincinnati Water Works in identifying sources of groundwater contamination, monitoring for the compounds, and evaluating treatment options of emerging contaminants, including perfluoroalkyl and polyfluoroalkyl substances, in drinking water to the Greater Cincinnati Water Works Funds 101 and 756; and **AUTHORIZING** the Finance Director to deposit any such grant funds received into Greater Cincinnati Water Works Fund No. 101, Revenue Account No. 101x8527 and Fund No. 756, Revenue Account No. 756x8527.

Sponsors: City Manager

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

20. [202201615](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to accept and appropriate a donation in an amount of up to \$10,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support for senior programming in underrepresented communities; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes," revenue account no. 8571.

Sponsors: City Manager

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

21. [202201617](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

Sponsors: City Manager

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

PAYMENTS AND TRANSFERS

22. [202201603](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the transfer and return to source of the sum of \$625,000 from American Rescue Plan grant project account no. 469x101xARP017, "Neighborhood Activation Fund," to the unappropriated surplus of Local Fiscal Recovery Fund 469; and **AUTHORIZING** the transfer and appropriation of the sum of \$625,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to existing American Rescue Plan grant project account no. 469x101xARP028, "Neighborhood Business District Support Grants," for the purpose of providing additional resources for a second round of direct awards to small businesses and infrastructure projects assisting small businesses in response to the negative economic impacts of the COVID-19 pandemic.

Sponsors: City Manager

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

23. [202201594](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the payment of \$21,858.94 from the non-personnel operating budget account no. 050x225x2433x7288, "General Fund Cincinnati Police Department's Investigation's Bureau," as a moral obligation to Velecor LLC for IT support services provided to the Greater Cincinnati Fusion Center between January and June 2022.

Sponsors: City Manager

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

24. [202201618](#) **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** a payment totaling \$25,783.98 to DB3 Solutions, Inc. as a moral obligation of the City of Cincinnati for janitorial services provided to the Cincinnati Police Department ("CPD") in June 2022, from the following CPD General Fund non-personnel operating budget accounts and in the following amounts: \$12,319.99 from account no. 050x222x1100x7271, \$4,927.99 from account no. 050x222x1200x7271, \$3,696.00 from account no. 050x222x1500x7271, \$920.00 from account no. 050x226x3320x7271, \$1,840.00 from account no. 050x226x3610x7271, \$1,080.00 from account no. 050x226x3482x7271, and \$1,000 from account no. 050x222x1600x7271.

Sponsors: City Manager

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

25. [202201593](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Andrew Garth, City Solicitor, **AUTHORIZING** the transfer and appropriation of the sum of \$5,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources for the Christ Temple Baptist Church summer camp program; and **AUTHORIZING** the transfer and appropriation of the sum of \$5,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources for 1N5.

Sponsors: Kearney

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

ACCEPTANCE OF FUNDS

26. [202201601](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **AUTHORIZING** the City Manager to accept and appropriate the sum of up to \$3,000,000 from the United States Department of the Treasury as provided by the Coronavirus Response and Relief Supplemental Appropriations Act to Fund 473, "COVID-19," City Manager's Office non-personnel operating budget account no. 473x101x7400 for the purpose of providing reimbursement of or resources for an Emergency Rental Assistance program to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and further **AUTHORIZING** the Finance Director to deposit the funds in Fund 473, "COVID-19," revenue account no. 473x8543.

Sponsors: City Manager

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

27. [202201616](#) **ORDINANCE (EMERGENCY)**, submitted by John P. Curp, Interim City Manager, on 8/1/2022, **ESTABLISHING** new Fund 475, "Opioid Settlement," for receipt of funds from the OneOhio Opioid Distributor Settlement for eligible expenses pursuant to the OneOhio memorandum of understanding related to OneOhio Abatement Strategies including Community Recovery, Statewide Innovation & Recovery, and Sustainability; and **AUTHORIZING** the Director of Finance to accept and deposit annual settlement payments into Opioid Settlement Fund 475.

Sponsors: City Manager

Attachments: [Establish Opioid Settlement Fund OrdTrans](#)
[ORD - Opioid Distributor Settlement Fund](#)

ADJOURNMENT

August 1, 2022

To: Mayor and Members of City Council
From: John P. Curp, Interim City Manager 
Subject: Report # 202201471 – Recommended Carryover Appropriation Process

Reference Document # 202201471

On June 23, 2022, City Council referred the following item for report:

MOTION, dated 06/17/2022, submitted by Councilmembers Landsman, Jeffreys, Owens, Harris, Cramerding and Vice Mayor Kearney, FY 2022 Closeout Budget. In anticipation of the upcoming closeout budget, WE MOVE that the Administration design a process to fund City Council's priorities after allocations are made. The process should intake, score, and recommend projects to Council (BALANCE OF STATEMENT ON FILE)

This report provides a recommended process to facilitate City Council in establishing priorities and processes for deploying funding available through the Fiscal Year (FY) 2022 carryover process.

In Ordinance No. 0056-2022, Council established an updated Stabilization Policy that provides a waterfall mechanism setting out the various uses of the end-of-year budget surplus. The updated policy continues the long-standing practice of committing a portion of the surplus to the City's financial reserves, with the goal of achieving financial reserves in aggregate totaling 16.7% of the City's general fund revenue in a given fiscal year. Any remaining surplus is then distributed as follows:

- 1) 50% to the Affordable Housing Trust Fund, up to \$5 million annually;
- 2) 33% to address any unfunded pension obligations, up to \$2 million annually;
- 3) 17% to establish an operating budget contingencies account for one-time unforeseen operating needs, up to \$500,000 annually; and
- 4) Any remaining surplus into an Infrastructure and Capital Project Reserve for one-time urgent capital needs.

In Motion #202201471, Council stated four priority areas for the FY22 closeout process: (1) deferred maintenance for City-owned buildings and infrastructure, (2) Affordable Housing Trust Fund, (3) Human Service Projects, and (4) Neighborhood Projects. The following report recommends a process for addressing these identified priorities—both in the operating and capital context.

Operating Budget Contingencies Account

The operating budget contingencies account is intended to be funding for one-time unforeseen operating needs. It is intended to primarily supplement the existing scope of operations and programs and accommodate unforeseen or higher than expected expenses identified for these operations and programs throughout the fiscal year.

In order to preserve some funding for not yet identified needs, the Administration recommends that no more than 50% of the operating budget contingencies account be appropriated through the carryover process in the fall of 2022 (a maximum of \$250,000). In the FY22 Carryover Report, the Administration will provide recommendations on operating needs that have been identified to date. It is recommended that a minimum of 50% of the available amount be held in reserve until the spring of 2023, to provide for a source of funding for additional unforeseen operating expenses that may come up throughout the remainder of the fiscal year.

This reserve is not intended to expand operations or programs that were not included in the fiscal year budget, since this practice risks increasing long-term operating expenses without a funding source and could lead to operating deficits in future fiscal years. As a result, the Administration does not recommend appropriating any of the operating budget contingencies account to external organizations for operating support, including human service organizations.

In the FY23 budget, Council appropriated a record amount of human service funding totaling approximately \$11.5 million, including establishing a new Boots on the Ground program that will further supplement the City's established United Way human services program. All human service organizations have the opportunity to compete for these resources, which are distributed through a transparent and competitive process. The Administration recommends that any human service organizations requesting City funds be directed to these established channels.

Infrastructure and Capital Project Reserve

The Infrastructure and Capital Project Reserve is intended to fund one-time infrastructure and capital projects that address identified urgent needs or otherwise provide resources in a reserve for the ensuing budget cycle to supplement available capital resources.

The Administration recommends the following processes for making appropriation decisions for each of the identified Council priority areas:

Deferred Capital Maintenance – The Administration recommends appropriating at minimum 50% of the Infrastructure and Capital Project Reserve for deferred capital maintenance. As part of the FY22 Carryover Report, the Administration will provide Council with a prioritized and recommended list of capital projects for City infrastructure or facilities.

Affordable Housing Trust Fund – As the deployment mechanism and parameters have already been established for deploying available affordable housing trust fund dollars through the partnership with the Cincinnati Development Fund, the Administration recommends that Council determine any amount in the Infrastructure and Capital Project

Reserve that are appropriate to supplement the amount otherwise contributed as part of the Stabilization Policy and then simply appropriate this supplemental amount in the same manner.

Human Service Projects – As described above, a material amount of operating support has already been provided for human service organizations in the FY23 budget, and the Administration does not recommend additional appropriations to this use. However, if Council determines that it would like to fund one-time capital expenditure needs of human service organizations, then the Administration recommends that Council focus on identifying the public need that it seeks to address through the capital investment and appropriate funds for that purpose. The Administration will then work to deploy and allocate these funds to projects through a Request for Proposals (RFP) or other competitive process, in partnership with the Human Services Advisory Committee.

Neighborhood Projects – For capital investment in neighborhood projects, the Administration recommends a two-prong approach.

First, an appropriation of approximately \$1.5 million to provide funding for neighborhood projects that were submitted through the City’s Neighborhood Business District Improvement Program (NBDIP) or the Neighborhood Business District Support Grant program but did not receive funding from those programs due to limited resources. In the FY22 Carryover Report, the Administration will provide a list of recommended projects.

Second, an appropriation of any remaining amount of funding available for neighborhood projects to a capital account that will support a competitive RFP process with awards for large catalytic neighborhood projects. As part of the FY22 Carryover Report, the Administration will recommend an award and scoring criteria for this process and will seek Council feedback to ensure that such criteria will achieve Council’s priorities.

To support Council’s decision making, as part of the FY22 Carryover Report, the Administration will also provide a project information sheet on each neighborhood project identified by Council to date. This information will be collected and summarized by DCED staff to provide transparent and standardized information regarding each contemplated project. As described above, the Administration recommends that these projects be referred for inclusion in the RFP process described above.

Economic Development and Infrastructure Projects

Though not listed in the Council motion as a priority area, there is continued discussion about several large publicly-led economic development or infrastructure projects that may require City funding—such as the Convention Center District redevelopment. The Administration, in cooperation with Council and the Mayor’s Office, may recommend a portion of funding available in the Infrastructure and Capital reserve be appropriated for this type of project in the FY22 Carryover Report.

Income Tax Refund Set-Aside

During the FY21 carryover process, the Administration recommended a set-aside of the budget surplus in order to create a new financial reserve to address the liability associated

with income tax refund requests related to remote work. The Administration is still assessing the necessity of a similar set-aside and will make a recommendation in the FY22 Carryover Report, if warranted.

Next Steps

The Finance Department is working on closing out accounting records for the City's 2022 fiscal year. That process is expected to be completed in mid to late September. Following the closing of the fiscal year records, the Administration will produce the FY22 Carryover Report, with the information described in this report, and submit it and legislation to Council.

June 29, 2022

To: Mayor and Members of City Council
From: John P. Curp, Interim City Manager
Subject: Ordinance – Partial Release of Water Main Easement Local Oakley

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a *Partial Release of Water Main Right of Way Easement* for partial release of the water main right of way easement across the real properties located at 2940 Disney Street, 2900 Disney Street, 2910 Disney Street, 3011 Jared Ellis Drive, and 3033 Jared Ellis Drive in the Oakley neighborhood of Cincinnati to facilitate development on the properties, while retaining the water main easement rights over the unreleased property.

The City is the beneficiary of a water main right of way easement which encumbers certain real property located in the Oakley neighborhood. The owners of these properties are developers who wish to redevelop the properties and have requested that the City release the portion of the easement which encumbers these properties. The City Manager, in consultation with the Greater Cincinnati Water Works Director, has determined that the portion of the easement encumbering the properties is not needed for any municipal purpose because the water main located within these properties has been functionally abandoned. Therefore, the City is agreeable to releasing the portion of the easement encumbering the properties, which will facilitate the redevelopment of these properties.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director/Greater Cincinnati Water Works

AUTHORIZING the City Manager to execute a *Partial Release of Water Main Right of Way Easement* for partial release of the water main right of way easement across the real properties located at 2940 Disney Street, 2900 Disney Street, 2910 Disney Street, 3011 Jared Ellis Drive, and 3033 Jared Ellis Drive in the Oakley neighborhood of Cincinnati to facilitate development on the properties, while retaining the water main easement rights over the unreleased property.

WHEREAS, pursuant to a certain *Right of Way Agreement* dated August 25, 1941 and recorded in Deed Book 1933, page 493, of the Official Record of Hamilton County, Ohio, the City is the beneficiary of a water main right of way easement (“Easement”) encumbering certain real estate in the Oakley neighborhood as follows: 3011 Jared Ellis Drive (Auditor ID 52-1-28), 3033 Jared Ellis Drive (Auditor ID 52-1-26), and 2910 Disney Street (Auditor ID 52-1-24) owned by Local Oakley LLC; 2900 Disney Street (Auditor ID 52-1-25) owned by PS Mid-West BSS Cincinnati LLC; 2940 Disney Street (Auditor ID 52-1-34) owned by Graphite Oakley LLC (collectively, the “Development Properties”), and 3000 Disney Street (Auditor ID 52-2-27) owned by Milacron LLC; and

WHEREAS, the owners of the Development Properties desire to redevelop the Properties, and in connection with such redevelopment, have requested that the City release the portion of the Easement encumbering the Development Properties, as described in Exhibit B to the *Partial Release of Right of Way*, attached to this ordinance as Attachment A; and

WHEREAS, the City Manager, in consultation with the Greater Cincinnati Water Works Director, has determined that the portion of the Easement encumbering the Development Properties is not needed for any municipal or public purpose because the portion of the water main in the Development Properties has been functionally abandoned, and therefore the City administration is agreeable to releasing that portion of the Easement in order to facilitate redevelopment of the Development Properties, while retaining the easement rights over the 3000 Disney Street property; 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 *Partial Release of Water Main Right of Way Easement*, in substantially the form attached to this ordinance as Attachment A, to release that portion of the water main right of way easement granted to the City in the *Right of Way Agreement* dated August 25, 1941, and recorded in Deed Book 1933, page 493, of the Official Record of Hamilton County, Ohio (“Easement Agreement”) and encumbering

3011 Jared Ellis Drive (Auditor ID 52-1-28), 3033 Jared Ellis Drive (Auditor ID 52-1-26), 2910 Disney Street (Auditor ID 52-1-24); 2900 Disney Street (Auditor ID 52-1-25), and 2940 Disney Street (Auditor ID 52-1-34) (“Development Properties”) to facilitate the redevelopment of these properties. The release of the Development Properties from the Easement Agreement shall not terminate or release the City’s easement rights encumbering 3000 Disney Street (Auditor ID 52-2-27) owned by Milacron LLC, which shall remain in full force and effect.

Section 2. That the portion of the water main right of way easement over the Development Properties is not needed for any water works, municipal, or public purpose and its release will not be detrimental to the interests of the general public.

Section 3. That the City Manager and other City officials are authorized to take all the necessary and proper actions to carry out the provisions of this ordinance, including without limitation, executing and recording any and all ancillary agreements, plats, and other real estate documents.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

[SPACE ABOVE FOR RECORDER'S USE]

Property: Water main right of way easement on former Cast Fab site

PARTIAL RELEASE OF WATER MAIN RIGHT OF WAY EASEMENT

THIS PARTIAL RELEASE is executed by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

Recitals:

A. By that certain *Right of Way Agreement* dated August 25, 1941, and recorded in Deed Book 1933, page 493, of the Official Record of Hamilton County, Ohio (the "**Agreement**"), The Cincinnati Milling Machine Company, The Factory Colony Company, and the City of Cincinnati (the "**City**") created a right of way for the construction, installation, maintenance, and repair of a water main (the "**Right of Way**") encumbering the real property more particularly described on **Exhibit A** attached hereto and incorporated herein.

B. The successors in interest to The Cincinnati Milling Machine Company and The Factory Colony Company terminated and released the Right of Way by the terms of that certain Easement Agreement recorded on July 13, 2005, in Volume 9984, page 3762, of the Official Record of Hamilton County, Ohio, and that certain Agreement of Release and Confirmation recorded November 26, 2013, in Volume 12474;page 1967, of the Official Record of Hamilton County, Ohio; however, the City's interest was not terminated.

C. Local Oakley LLC, an Ohio limited liability company, Graphite Oakley LLC, an Ohio limited liability company, and PS Mid-West Two BSS Cincinnati, LLC, an Ohio limited liability company, are the owners of a portion of the property encumbered by the Right of Way, are developing said property for commercial use, and have petitioned the City to release its interest in and to the Right of Way to facilitate the developments.

D. The City and its Greater Cincinnati Water Works have confirmed that the abandoned water main in the portion of the Right of Way to be released, is not needed for municipal purposes, and therefore, the City is agreeable to releasing the same to facilitate the development of the said property, while retaining its rights under the Agreement to the remaining portion of the Right of Way which contains an operating public water main

E. The City's partial release of the Right of Way was authorized by Ordinance No. _____-2022, passed by Cincinnati City Council on _____, 2022.

NOW THEREFORE, for valuable consideration received, the City hereby releases the portion of the Right of Way from the property described on **Exhibit B** attached hereto and incorporated herein {00355306-4}

and confirms that the same are null and void and of no further force or effect with respect to said property. This release shall have no effect on the water main easement granted to the City recorded in Plat Book 487, page 32. The portion of the Right of Way to be quitclaimed is labeled "Portion to be Quit-Claimed" on the site plan attached hereto as **Exhibit C** and incorporated herein (the "**Site Plan**").

Notwithstanding the foregoing, nothing herein shall serve to terminate or release that portion of the Right of Way from the property described on **Exhibit D** attached hereto and incorporated herein. The portion of the Right of Way to remain in place is labeled as "Portion of Right of Way to Remain" on the Site Plan.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By:

John P. Curp, Interim City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by John P. Curp, Interim City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. No oath or affirmation was administered to the signer in connection with this instrument.

Notary Public
My commission expires: _____

Recommended by:

Cathy Bailey, Director,
Greater Cincinnati Water Works

Approved by:

Andy Orth, Chief Engineer,
Greater Cincinnati Water Works

Approved as to Form:

Assistant City Solicitor

{00355306-4}

This instrument prepared by:
Amy A. Shaw, Esq.
Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, OH 45227

Exhibits:

- Exhibit A – *Property Encumbered by Right-of-Way*
- Exhibit B – *Property to be Released*
- Exhibit C – *Site Plan*
- Exhibit D – *Property Not to be Released*

EXHIBIT A

PROPERTY ENCUMBERED BY RIGHT-OF-WAY

Beginning at the end of the existing water main installed under a right of way created by a certain agreement dated August 15, 1913, and recorded in Deed Book 1091, page 112, in the Recorder's Office of Hamilton County, Ohio, at a point 34.1 feet westwardly from a valve at the branch water line leading into property formerly owned by The Triumph Electric Company, which valve is 1586.8 feet westwardly from the west curb of Marburg Avenue, formerly Columbia Road, in Cincinnati, Hamilton County, Ohio, measured along a private street owned by said The Factory Colony Company and known as South Street, which point is also 3.5 feet distant from the north property line of the Baltimore and Ohio Southwestern Railroad Company; thence from said point of beginning westwardly parallel to said railroad property line 545 feet to a point near an offset in said Railroad property line; thence at an angle northwardly, approximately $22-1/2^{\circ}$ from the previous direction 90 feet to a point in the east line of a lot formerly owned by the Baltimore and Ohio Southwestern Railroad Company conveyed to The Factory Colony Company by deed recorded in Deed Book 1543, page 246, in the Hamilton County, Ohio, Recorder's Office, which point is 3.5 feet from the southeast corner of said lot; thence westwardly parallel to the southerly line of said lot, and to the present northerly line of the property of said Railroad Company, and 3.5 feet distant therefrom 915 feet to a main line valve, thence continuing along the same line 41.3 feet to an angle, thence Northwestwardly at an angle of 45° 126.5 feet to a point 20 feet from the east line of property formerly owned by the Standard Oil Company of Ohio (measured at a right angle therefrom); thence north $1^{\circ}3'$ east and parallel to said east line of said Standard Oil property 751.8 feet to a point in the westward extension of the south line of a certain private street owned by said The Factory Colony Company known as North Street, which point is also 6 feet southwardly from the present south line of property of the Pennsylvania Railroad Company; thence eastwardly parallel to said south line of said Pennsylvania Railroad property 1020 feet to the east line (extended northwardly) of property formerly owned by John Uri Lloyd; thence at an angle 265 feet to a point within said private street known as North Street, which point is in the west line (extended northwardly) of property of The Cincinnati Ball Crank Company and

distant 12.5 feet from the northwest corner of said Cincinnati Ball Crank Company property; thence eastwardly in said private street known as North Street 1702 feet to Marburg Avenue.

EXHIBIT B

PROPERTY TO BE RELEASED

2940 Disney St (52-1-34) Graphite Oakley, LLC, - Tract 1

Situated in Section 28, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being part of the same property conveyed to Local Oakley LLC by deed recorded in Official Record 13820, page 1995 and all of the same property conveyed to Local Oakley LLC by deed recorded in Official Record 14032, page 2815 in the office of the Hamilton County Recorder's Office in Cincinnati, Ohio and is more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a set iron pin is a 5/8 inch diameter rebar, thirty inches in length with a plastic cap stamped "HARTIG PS 8765". All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

COMMENCING, at the most northeasterly corner of Lot 1, Cast Fab Subdivision (Plat Book 473, page 49) in a common line with Milacron, LLC (Official Record 11259, page 1042) and being in the westerly right-of-way line of previously dedicated Disney Street (Plat Book 473, page 49), 30.00 feet as measured perpendicular to the centerline;

THENCE, with the common line of Local Oakley LLC and Milacron, LLC N55°11'32"W 6.65 feet to an existing 5/8" iron pin (PS 8765) in the westerly right-of-way line of Disney Street, 36.63 feet as measured perpendicular to the centerline, being the POINT OF BEGINNING;

THENCE, with said westerly right-of-way line and with a curve to the left having a radius of 538.13 feet, a delta angle of 33°19'29", an arc length of 312.99 feet and a chord bearing and distance of S22°25'39"W 308.60 feet to an existing MAG nail and washer (PS 8765);

THENCE, S05°45'54"W 76.01 feet to an existing MAG nail and washer (PS 8765);

THENCE, with a curve to the right having a radius of 18.00 feet, a delta angle of 90°09'43", an arc length of 28.33 feet and a chord bearing and distance of S50°50'46"W 25.49 feet to an existing MAG nail and washer (PS 8765) in the northerly right-of-way line of Local Oakley Drive, 30.00 feet as measured perpendicular to the centerline;

THENCE, N84°04'23"W 44.34 feet to an existing 5/8" iron pin (PS 8765);

THENCE, with a curve to the right having a radius of 270.00 feet, a delta angle of 15°46'16", an arc length of 74.32 feet and a chord bearing and distance of N76°11'15"W 74.08 feet to an existing 5/8" iron pin (PS 8765);

THENCE, N68°18'08"W 778.70 feet to an existing 5/8" iron pin (PS 8765);

THENCE, with a curve to the right having a radius of 18.00 feet, a delta angle of 53°07'48", an arc length of 16.69 feet and a chord bearing and distance of N41°44'14"W 16.10 feet to an existing iron pin (PS 8765);

THENCE, with a reverse curve to the left having a radius of 62.00 feet, a delta angle of 14°33'33", an arc length of 15.75 feet and a chord bearing and distance of N22°27'06"W 15.71 feet to an existing 5/8" iron pin (PS 8765);

THENCE, with a reverse curve to the right having a radius of 23.00 feet, a delta angle of 51°25'32", an arc length of 20.64 feet and a chord bearing and distance of N04°01'07"W 19.96 feet to an existing 5/8" iron pin (PS 8765);

THENCE, N21°41'39"E 15.92 feet to an existing 5/8" iron pin (PS 8765) in the common line of Local Oakley LLC and Milacron, LLC;

THENCE, with the common line of Local Oakley LLC and Milacron, LLC S84°08'04"E 66.51 feet to an existing 5/8" iron pin (PS 8656);

THENCE, N06°22'53"E 207.07 feet to an existing 5/8" iron pin (PS 8656);

THENCE, N57°50'53"E 62.64 feet to an existing 5/8" iron pin (disturbed);

THENCE, S83°37'07"E, passing an existing 5/8" iron pin at 56.15 feet, a total distance of 61.15 feet to a point;

THENCE, S05°38'31"W 22.27 feet to an existing 5/8" iron pin (PS 8765);

THENCE, S87°05'09"E 67.60 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S84°19'07"E 302.37 feet to an existing chainlink fence post;

THENCE, S05°40'53"W 36.00 feet to an existing 5/8" iron pin (PS 8656);

THENCE, S84°19'07"E 288.92 feet to a point, an existing 5/8" iron pin bears N37°18'32"W 0.58 feet;

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THENCE, S55°11'32"E 175.16 feet to the POINT OF BEGINNING CONTAINING 8.0511 ACRES and being subject to all right-of-ways and easements of record.

This description was prepared from a new survey made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., June 29, 2020.

Disney St (52-1-31) Graphite Oakley, LLC, – Tract 2

Situated in Section 28, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being part of the same property conveyed to Local Oakley LLC by deed recorded in Official Record 13820, page 1995 in the office of the Hamilton County Recorder's Office in Cincinnati, Ohio and is more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a set iron pin is a 5/8 inch diameter rebar, thirty inches in length with a plastic cap stamped "HARTIG PS 8765". All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

BEGINNING, at the most northeasterly corner of Lot 1, Cast Fab Subdivision (Plat Book 473, page 49) in a common line with Milacron, LLC (Official Record 1 1259, page 1042) and being in the westerly right-of-way line of previously dedicated Disney Street (Plat Book 473, page 49), 30.00 feet as measured perpendicular to the centerline;

THENCE, with existing right-of-way line of Disney Street and with a curve to the left having a radius of 531.50 feet, a delta angle of 33°22'42", an arc length of 309.63 feet and a chord bearing and distance of S22°27'15"W 305.27 feet to an existing mag nail & washer stamped "HARTIG PS 8765";

THENCE, S05°45'54"W 76.03 feet to an existing mag nail & washer stamped "HARTIG PS 8765";

THENCE, with a curve to the right having a radius of 18.00 feet, a delta angle of 90°09'43", an arc length of 28.33 feet and a chord bearing and distance of S50°50'46"W 25.49 feet to an existing mag nail & washer stamped "HARTIG PS 8765" in the northerly right-of-way line of Local Oakley Drive, 30.00 feet as measured perpendicular to the centerline;

THENCE, with said northerly right-of-way line N84°04'23"W 6.63 feet to a mag nail & washer stamped "HARTIG PS 8765" (set)

THENCE, leaving said right-of-way line and with the proposed right-of-way line of Disney Street and with a curve to the left having a radius of 18.00 feet, a delta angle of 90°09'43", an arc
{00355306-4}

length of 28.33 feet and a chord bearing and distance of N50°50'46"E 25.49 feet to a mag nail & washer stamped "HARTIG PS 8765" (set);

THENCE, N05°45'54"E 76.01 feet to a mag nail & washer stamped "HARTIG PS 8765" (set);

THENCE, with a curve to the right having a radius of 538.13 feet, a delta angle of 33°19'29", an arc length of 312.99 feet and a chord bearing and distance of N22°25'39"E 308.60 feet to an iron pin (set) in the common line of Lot 1 and Milacron, LLC;

THENCE, with said common line S55°11'32"E 6.65 feet to the POINT OF BEGINNING CONTAINING 0.0617 ACRE and being subject to all right-of-ways and easements of record.

This description was prepared from a new survey made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., June 29, 2020.

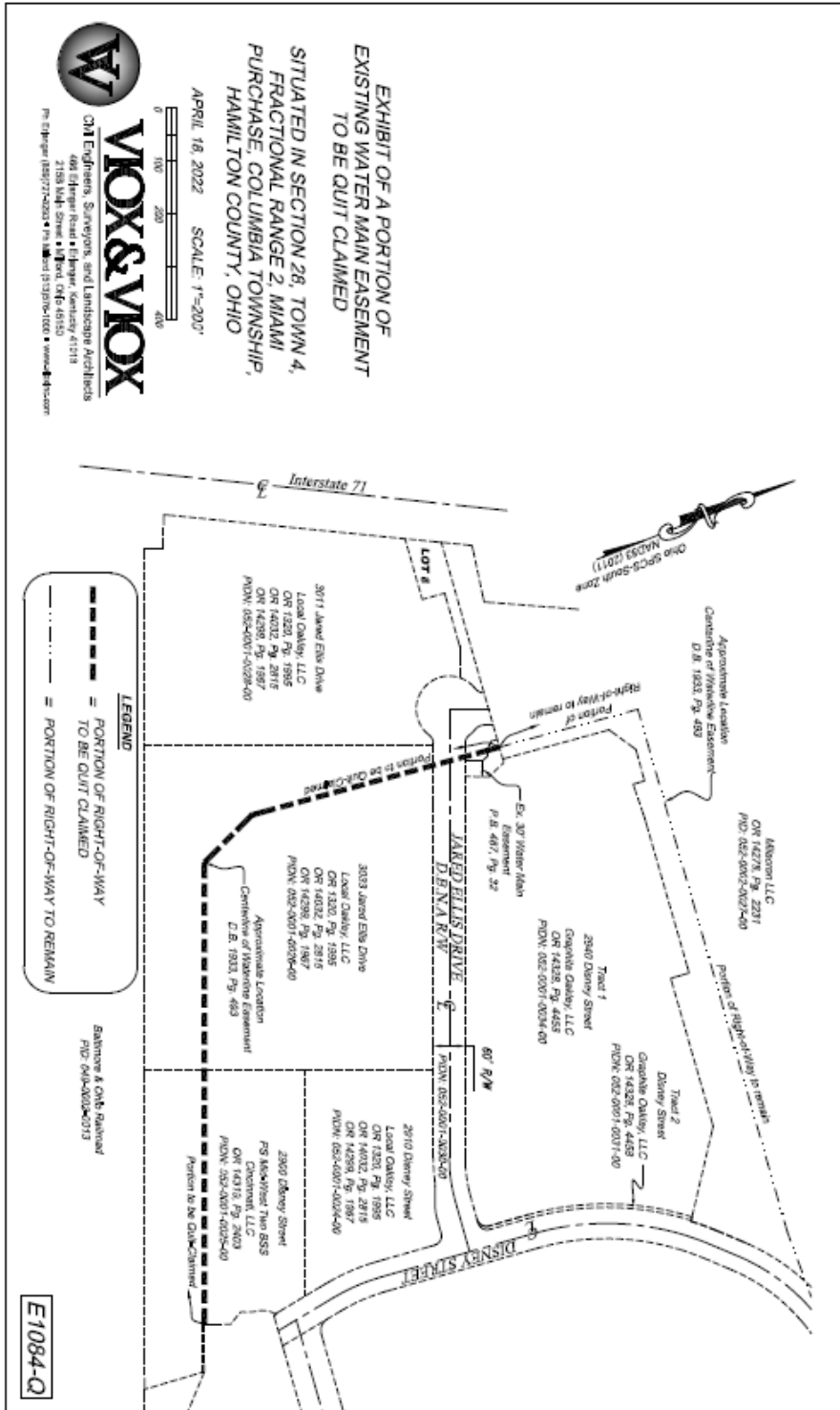
2910 Disney St (52-1-24)
3033 Jared Ellis Dr (52-1-26)
3011 Jared Ellis Dr (52-1-28)
Disney St (52-1-30; DBNA Jared Ellis Dr ROW)
Local Oakley

Situated in Section 28, Town 4, Fractional Range 2, Columbia Township, Miami Purchase, City of Cincinnati, Hamilton County, Ohio and being all of Lots 3, 5, and 7 and Local Oakley Drive of Cast Fab Subdivision, as shown on the plat recorded in Plat Book 473, pages 49 and 50 of the Hamilton County, Ohio, Official Record.

2900 Disney St (52-1-25) PS Mid West Two BSS Cincinnati LLC

Situated in Section 28, Town 4, Fractional Range 2, Columbia Township, Miami Purchase, City of Cincinnati, Hamilton County, Ohio and being all of Lot 4 of Cast Fab Subdivision, as shown on the plat recorded in Plat Book 473, pages 49 and 50 of the Hamilton County, Ohio, Official Record.

EXHIBIT C SITE PLAN (E1084-Q)



{00355306-4}

EXHIBIT D

PROPERTY NOT TO BE RELEASED

3000 Disney St (52-2-27) Milacron LLC

Date: February 6, 2020
Description: 3000 Disney Street
Consolidation
Location: Columbia Township, City of Cincinnati
Hamilton County, Ohio



Situated in the State of Ohio, Section 28, Town 4, Fractional Range 2, Between the Miami's, Columbia Township, City of Cincinnati, Hamilton County and being part of the land conveyed to the Milacron, LLC in Official Record 11259, Page 1042 (parcels 1, 4, & part of 3), All of Official Record 12474, Page 1949, and All of Official Record 13644, Page 1957 of the Hamilton County, Ohio, Recorder's Office being further described as follows:

Beginning at a set iron pin with cap on the Northerly right of way line of dedicated Disney Street (R/W varies) as recorded in O.R. 12474, Pg. 2070 and South 55° 11' 10" East, 1.51 feet from the Northeast corner of Lot 1 of Cast Fab Subdivision as recorded in Plat Book 473, Page 49 and the **True Point of Beginning**;

thence, from the **True Point of Beginning**, and with the Northerly line of said Cast Fab Subdivision the following three courses, North 55° 11' 10" West, 183.32 feet to a found 5/8" iron pin (capped "TGA", S 0.4');

thence, North 84° 18' 45" West, 288.92 feet, to a found 5/8" iron pin (capped "Barker");

thence, North 05° 41' 15" East, 36.00 feet, to an existing fence post corner;

thence, North 84° 18' 45" West, 302.37 feet, to a found 5/8" iron pin (capped "Barker");

thence, leaving a corner of Lot 6 of said Cast Fab Subdivision and with the north line of Local Oakley LLC as recorded in O.R. 14032, Pg. 2815, North 87° 04' 47" West, 67.60 feet, to a found 5/8" iron pin (capped "Barker") at a corner of said Lot 6 Cast Fab Subdivision;

thence, continuing with said Lot 6 Cast Fab Subdivision the following five courses, North 05° 38' 55" East, 22.27 feet, witnessed by a found 5/8" iron pin (capped "Barker") at North 83° 36' 45" West, 5.00 feet;

thence, North 83° 36' 45" West, 61.15 feet, to a found 5/8" iron pin (no cap, bent);

thence, South 57° 51' 17" West, 62.64 feet, to a found 5/8" iron pin (capped "Barker");

thence, South 06° 23' 15" West, 207.07 feet, to a found 5/8" iron pin (capped "Barker");

thence, North 84° 07' 42" West, 422.87 feet, to a found cross notch at the northwest corner of Lot 8 Cast Fab Subdivision and on the easterly limited access right of way of Interstate 71;

thence, with said easterly limited access right of way of Interstate 71, the following ten courses, North 27° 15' 44" East, 58.00 feet;

thence, South 80° 19' 18" East, 108.57 feet, to a found 5/8" iron pin (no cap, bent, SW 2.1');

thence, North 26° 11' 30" East, 178.49 feet, to a found 5/8" iron pin (no cap, W 3.6') and a found 3/4" iron pin (no cap, W 3.0');

thence, North 09° 28' 47" East, 180.94 feet, to a found 3/4" iron pin (no cap, SW 1.8');

thence, North 51° 16' 47" East, 143.71 feet, to a found 5/8" iron pin (capped "Bayer Becker");

thence, North 48° 18' 01" East, 313.38 feet, to a found 5/8" iron pin (capped "Bayer Becker");

thence, North 50° 52' 52" East, 87.69 feet, to a found 5/8" iron pin (no cap, NW 1.9');

thence, North 50° 55' 15" East, 23.32 feet, to two found 5/8" iron pins (no caps, NW 1.5' & NW 2.5');

thence, North 51° 52' 30" East, 164.45 feet, to a found 5/8" iron pin (no cap, bent, W 1.7');

thence, North 27° 28' 09" East, 94.43 feet, to a set 5/8" iron pin (capped "Bayer Becker") on the easterly limited access right of way of Ramp "F";

thence, continuing with the easterly limited access right of way of Ramp "F" the following five courses, with a curve to the right, having a central angle of 24° 22' 11", a radius of 1136.42 feet, an arc length of 483.36 feet, and a chord bearing North 77° 36' 11" East, 479.72 feet to a set 5/8" iron pin (capped "Bayer Becker");

thence, South 63° 33' 31" East, 125.53 feet, to a found 5/8" iron pin (no cap, bent, N 2.1');

thence, North 73° 15' 19" East, 50.78 feet, to a found 5/8" iron pin (no cap, bent, N 1.5');

thence, South 82° 03' 22" East, 92.58 feet, to a set 5/8" iron pin (capped "Bayer Becker");

thence, South 62° 04' 24" East, 43.66 feet, to a found 5/8" iron pin (capped "Bayer Becker") at the northwesterly corner of Lot 3, of The Center of Cincinnati Section One as recorded in Plat Book 369, Pages 89-91;

thence, leaving said Ramp "F" and with the westerly line of said Lot 3 the following three courses, South 05° 44' 30" West, 705.36 feet, to a found 5/8" iron pin (capped "Bayer Becker");

thence, South 39° 15' 30" East, 97.83 feet, to a set mag nail;

thence, South 84° 15' 30" East, 161.22 feet, to a set 5/8" iron pin (capped "Bayer Becker") on the southerly line of said Lot 3;

thence, leaving said Lot 3, and with the northerly right of way of said Disney Street, with a curve to the left, having a central angle of 51° 12' 52", a radius of 403.00 feet, an arc length of 360.23 feet, and a chord bearing South 70° 08' 04" West, 348.35 feet to a set 5/8" iron pin (capped "Bayer Becker");

thence, South 44° 31' 38" West, 57.13 feet, to a set 5/8" iron pin (capped "Bayer Becker");

thence, with a curve to the left, having a central angle of 05° 21' 53", a radius of 530.00 feet, an arc length of 49.63 feet, and a chord bearing South 41° 50' 41" West, 49.61 feet to the True Point of Beginning, containing 23.3394 Acres of land, more or less, being subject to all legal highways, easement, restrictions and agreements of record.

The above description was prepared from a plat prepared by Bayer Becker, Terry W. Cook, Professional Land Surveyor #7950 in the State of Ohio.

All Iron Pins set are 5/8" diameter, 30" long with a plastic cap stamped "Bayer Becker".

Basis of Bearings: The Center of Cincinnati Section One, Plat Book 369, Pages 89-91.

Date: August 1, 2022

To: Members of the Budget and Finance Committee 202201599
From: John P. Curp, Interim City Manager
Subject: ORDINANCE – GRANT OF EASEMENT – FOUNTAIN PLACE, LLC (FIFTH STREET)

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of Fountain Place, LLC, pursuant to which the City of Cincinnati will grant an easement for an access ramp upon a portion of Fifth Street in the Central Business District.

Fountain Place, LLC (“Grantee”) holds title to certain real property located at 505 Vine Street in the Central Business District and has requested an easement to facilitate the construction and maintenance of an access ramp along the Fifth Street frontage.

The City has determined that granting the easement to Grantee is not adverse to the City’s retained interest in the public right-of-way and that granting the easement will not have an adverse effect on the usability or accessibility of any existing transportation facilities.

The fair market value of the easements is approximately \$1,450. However, the City has agreed to grant the easement to Grantee for less than its fair market value, namely, \$1.00, because the City will receive benefits from the project that equal or exceed the fair market value of the easement.

The City Planning Commission approved the easements at its meeting on July 15, 2022.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Easement

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

City of Cincinnati

CHM

AWB

An Ordinance No. _____ - 2022

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of Fountain Place, LLC, pursuant to which the City of Cincinnati will grant an easement for an access ramp upon a portion of Fifth Street in the Central Business District.

WHEREAS, Fountain Place, LLC, an Ohio limited liability company (“Grantee”), holds title to certain real property located at 505 Vine Street in the Central Business District, which property contains the Foundry building, formerly known as the Macy’s-anchored Fountain Place building; and

WHEREAS, Grantee recently renovated the Fountain Place building into a 3.5-story mixed-use structure containing approximately 150,000 square feet of office space and 35,000 square feet of street-level retail and restaurant space (“Project”); and

WHEREAS, the City of Cincinnati owns the adjoining Fifth Street public right-of-way (“Property”), which Property is under the management of the City’s Department of Transportation and Engineering (“DOTe”); and

WHEREAS, Grantee has requested an easement from the City to facilitate the construction and maintenance of an access ramp along the Fifth Street frontage of the Foundry building, as more particularly described in the *Grant of Easement* attached to this ordinance as Attachment A and incorporated herein by reference; 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 within the public right-of-way; 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 an appraisal that the fair market value of the easement is approximately \$1,450; however, the City has agreed to grant the easement to Grantee for less than its fair market value, namely, \$1.00, because the City will receive benefits from the Project that equal or exceed the fair market value of the easement because the access ramp will enhance accessibility in the Project, and the Project will stimulate economic activity and growth in the Central Business District in and around Fountain Square; 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 July 15, 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 Fountain Place, LLC, an Ohio limited liability company (“Grantee”), and the owner of the property located at 505 Vine 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 an easement to construct and maintain an access ramp upon a portion of the Fifth Street public right-of-way (“Property”).

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 within the public right-of-way.

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 \$1,450; however, the City has agreed to grant the easement to Grantee for less than its fair market value, namely, \$1.00, because the City will receive benefits from the Project that equal or exceed the fair market value of the easement because the access ramp will ensure accessibility to the Project, and the Project will stimulate economic activity and growth in the Central Business District in and around the vicinity of Fountain Square.

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: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENT

(encroachment upon a portion of 5th Street)

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 **FOUNTAIN PLACE, LLC**, an Ohio limited liability company, with a tax mailing address of 1203 Walnut Street, Fourth Floor, Cincinnati, OH 45202 ("**Grantee**").

Recitals:

A. By virtue of a *Quitclaim Deed* recorded on December 24, 2019, in OR 14070, Page 848, Hamilton County, Ohio Records, Grantee holds title to certain real property located at 505 Vine Street, Cincinnati, OH 45202, as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) hereto (the "**Benefitted Property**").

B. The City owns the adjoining Fifth Street public right-of-way, which is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. Grantee has requested the City grant an easement for an access ramp encroachment in and across a portion of the Fifth Street public right-of-way (the "**Encroachment**").

D. The City Manager, in consultation with DOT, has determined that (i) the easement will not have an adverse effect on the City's retained interest in the Fifth Street public right-of-way, and (ii) granting the easement will not have an adverse effect on the usability or accessibility of any existing Fifth Street 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 \$1,450; however, the City has agreed to grant the easement to Grantee for \$1.00, because the City will receive benefits from Grantee's renovation and adaptive reuse of the Benefitted Property that equal or exceed the fair market value of the easement because it will create jobs and stimulate economic activity and growth in the Central Business District in and around the vicinity of Fountain Square.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easement at its meeting on July 15, 2022.

G. Cincinnati City Council approved the easement by Ordinance No. []-2022, passed on August [], 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 Property, a non-exclusive encroachment easement to use, maintain, repair, reconstruct, replace, and remove an access ramp in and across the Fifth Street public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C (Legal Description-Access Ramp Easement) hereto (the “**Access Ramp Easement**” or “**Access Ramp Easement Area**”, as applicable). Grantee shall not make any modifications to the Encroachment within the Access Ramp Easement Area without the City’s prior written consent.

Grantee acknowledges and agrees that the City retains the unrestricted right for its employees and agents to enter upon Access Ramp Easement Area from time to time for any proper purpose. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Access Ramp Easement Area. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Access Ramp Easement Area or the suitability or fitness of the Access Ramp Easement Area for its permitted use. 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 Access Ramp Easement Area.

2. Termination. Notwithstanding anything herein to the contrary, the Access Ramp Easement shall automatically terminate upon (i) the complete or respective partial demolition, without rebuilding within 1 year of such demolition, of the Encroachment within the Access Ramp Easement Area, such that the Access Ramp Easement would be rendered unnecessary; (ii) upon written notice from the City, if the City determines that it needs the Access Ramp Easement Area, or any portion thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act (“**ADA**”) regulations compliance or accessibility standards; (iii) or upon written notice from the City if the City determines that the Encroachment is creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability or accessibility of any public right-of-way facilities, 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.

3. Maintenance and Repairs. At no cost to the City, Grantee shall maintain the Encroachment 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 Access Ramp Easement Area (“**Third-Party Utility Lines**”). In connection with Grantee’s maintenance, repair, and use of the Encroachment, 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 Encroachment 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.

4. Insurance: Indemnification. At all times, and in addition to whatever other insurance and bond requirements as 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 Access Ramp Easement Area. Grantee hereby waives all claims and rights of recovery against the

City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Encroachment, 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 Encroachment.

5. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fails 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 Benefitted Property 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.

6. 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.

7. 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.

8. 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.

9. Coordinated Report Conditions (CR #27-2022). The following additional conditions shall apply:

- a. DOTE:
 - i. Grantee shall provide a clear pedestrian path of 8'-7 1/4" from the Encroachment to the tree well in the public right-of-way.
 - ii. The Encroachment must comply with all applicable building code provisions.
 - iii. 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. Altafiber: There are existing underground telephone facilities at this location. The existing facilities must remain in place, in service and able to be accessed. Any damage done to the

facilities, or any work done to relocate the facilities as a result as of this request will be handled entirely at Grantee's expense.

10. Counterparts and Electronic Signatures. This instrument may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This instrument may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

Exhibit A – *Legal Description - Benefitted Property*

Exhibit B – *Survey Plat*

Exhibit C – *Legal Description - Access Ramp Easement*

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: _____

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:

FOUNTAIN PLACE, 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 **FOUNTAIN PLACE, 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 PROPERTY

Situated in Section 18, Fractional Range 1, Town 4, in the City of Cincinnati, Cincinnati Township, Hamilton County, Ohio and being all of Lot 2 of the Foundry Subdivision as set forth in the Record Plat filed in Plat Book 488, Pages 27-39, of the Hamilton County, Recorder's Records.

PPN: 077-0002-0349-00

EXHIBIT B

to Grant of Easement

Survey Plat

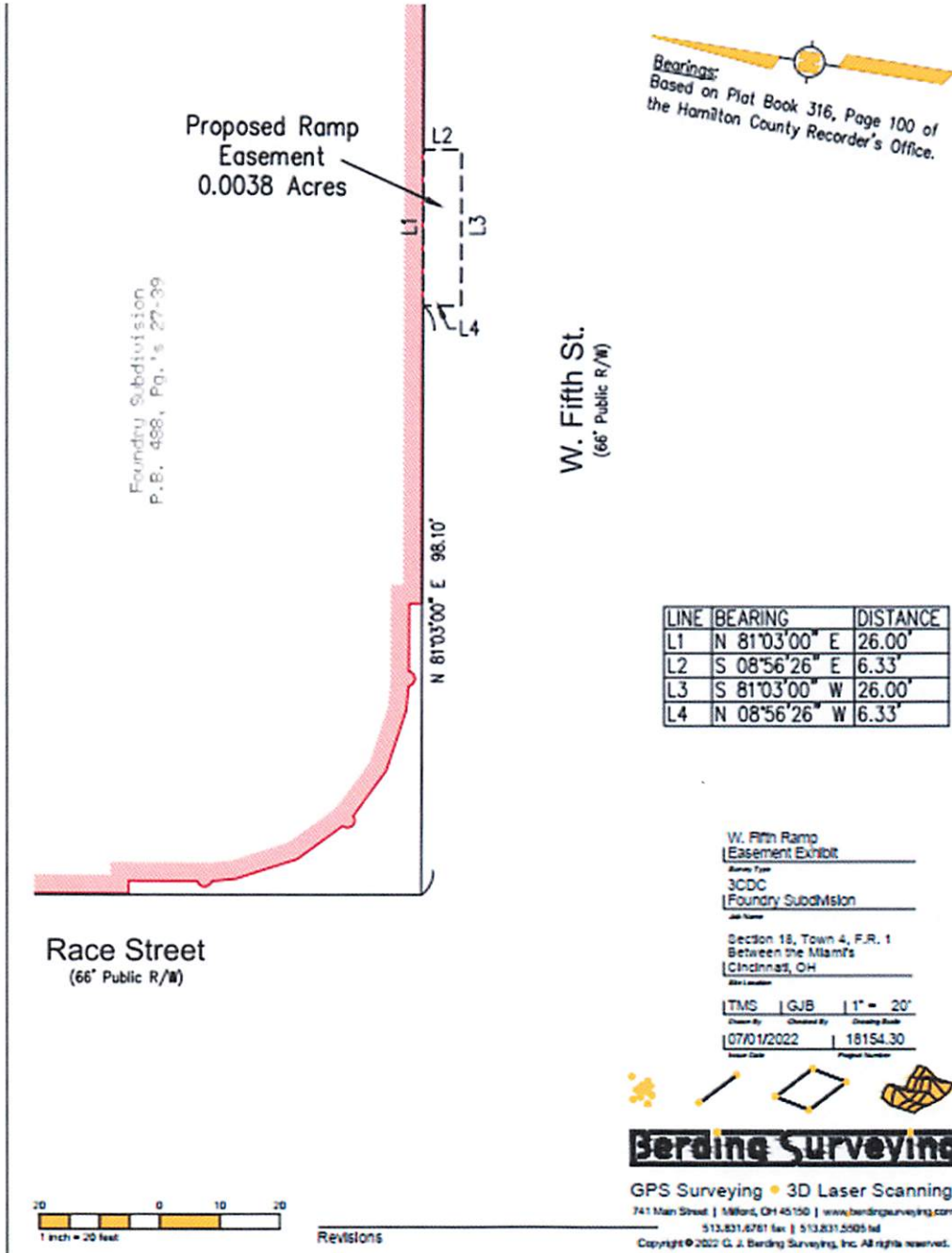


EXHIBIT C

to Grant of Easement

Legal Description – Access Ramp Easement

**Description for: 3CDC 0.0038 Acres - Ramp Easement
Location: City of Cincinnati, West Fifth Street**

Situated in Section 18, Town 4, Fractional Range 1, Between the Miami's, City of Cincinnati, Ohio and being more particularly described as follow:

BEGINNING at a point in the north right of way line of West Fifth Street, said point being North 81°03'00" East, 98.10 feet from the intersection of the north right of way line of West Fifth Street and the east right of way line of Race Street,

Thence along the north line of West Fifth Street, North 81°03'00" East, 26.00 feet;

Thence leaving said north line, South 08°56'26" East, 6.33 feet;

Thence South 81°03'00" West, 26.00 feet;

Thence North 08°56'26" West, 6.33 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0038 ACRES. Subject to legal highways and easements of record.

The above-described parcel being part of the West Fifth Street right of way.

The bearings are based on Plat Book 316, Page 100 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022. Based on an Exhibit prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022.

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENT

(encroachment upon a portion of 5th Street)

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 **FOUNTAIN PLACE, LLC**, an Ohio limited liability company, with a tax mailing address of 1203 Walnut Street, Fourth Floor, Cincinnati, OH 45202 ("**Grantee**").

Recitals:

A. By virtue of a *Quitclaim Deed* recorded on December 24, 2019, in OR 14070, Page 848, Hamilton County, Ohio Records, Grantee holds title to certain real property located at 505 Vine Street, Cincinnati, OH 45202, as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) hereto (the "**Benefitted Property**").

B. The City owns the adjoining Fifth Street public right-of-way, which is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. Grantee has requested the City grant an easement for an access ramp encroachment in and across a portion of the Fifth Street public right-of-way (the "**Encroachment**").

D. The City Manager, in consultation with DOTE, has determined that (i) the easement will not have an adverse effect on the City's retained interest in the Fifth Street public right-of-way, and (ii) granting the easement will not have an adverse effect on the usability or accessibility of any existing Fifth Street 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 \$1,450; however, the City has agreed to grant the easement to Grantee for \$1.00, because the City will receive benefits from Grantee's renovation and adaptive reuse of the Benefitted Property that equal or exceed the fair market value of the easement because it will create jobs and stimulate economic activity and growth in the Central Business District in and around the vicinity of Fountain Square.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easement at its meeting on July 15, 2022.

G. Cincinnati City Council approved the easement by Ordinance No. [____]-2022, passed on August [____], 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 Property, a non-exclusive encroachment easement to use, maintain, repair, reconstruct, replace, and remove an access ramp in and across the Fifth Street public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C (Legal Description-Access Ramp Easement) hereto (the “**Access Ramp Easement**” or “**Access Ramp Easement Area**”, as applicable). Grantee shall not make any modifications to the Encroachment within the Access Ramp Easement Area without the City’s prior written consent.

Grantee acknowledges and agrees that the City retains the unrestricted right for its employees and agents to enter upon Access Ramp Easement Area from time to time for any proper purpose. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Access Ramp Easement Area. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Access Ramp Easement Area or the suitability or fitness of the Access Ramp Easement Area for its permitted use. 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 Access Ramp Easement Area.

2. Termination. Notwithstanding anything herein to the contrary, the Access Ramp Easement shall automatically terminate upon (i) the complete or respective partial demolition, without rebuilding within 1 year of such demolition, of the Encroachment within the Access Ramp Easement Area, such that the Access Ramp Easement would be rendered unnecessary; (ii) upon written notice from the City, if the City determines that it needs the Access Ramp Easement Area, or any portion thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act (“**ADA**”) regulations compliance or accessibility standards; (iii) or upon written notice from the City if the City determines that the Encroachment is creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability or accessibility of any public right-of-way facilities, 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.

3. Maintenance and Repairs. At no cost to the City, Grantee shall maintain the Encroachment 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 Access Ramp Easement Area (“**Third-Party Utility Lines**”). In connection with Grantee’s maintenance, repair, and use of the Encroachment, 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 Encroachment 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.

4. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements as 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 Access Ramp Easement Area. Grantee hereby waives all claims and rights of recovery against the

City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Encroachment, 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 Encroachment.

5. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fails 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 Benefitted Property 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.

6. 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.

7. 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.

8. 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.

9. Coordinated Report Conditions (CR #27-2022). The following additional conditions shall apply:

- a. DOTE:
 - i. Grantee shall provide a clear pedestrian path of 8'-7 1/4" from the Encroachment to the tree well in the public right-of-way.
 - ii. The Encroachment must comply with all applicable building code provisions.
 - iii. 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. Altafiber: There are existing underground telephone facilities at this location. The existing facilities must remain in place, in service and able to be accessed. Any damage done to the

facilities, or any work done to relocate the facilities as a result as of this request will be handled entirely at Grantee's expense.

10. Counterparts and Electronic Signatures. This instrument may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This instrument may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

Exhibit A – *Legal Description - Benefitted Property*

Exhibit B – *Survey Plat*

Exhibit C – *Legal Description - Access Ramp Easement*

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: _____

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:

FOUNTAIN PLACE, 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 **FOUNTAIN PLACE, 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 PROPERTY

Situated in Section 18, Fractional Range 1, Town 4, in the City of Cincinnati, Cincinnati Township, Hamilton County, Ohio and being all of Lot 2 of the Foundry Subdivision as set forth in the Record Plat filed in Plat Book 488, Pages 27-39, of the Hamilton County, Recorder's Records.

PPN: 077-0002-0349-00

EXHIBIT B

to Grant of Easement

Survey Plat

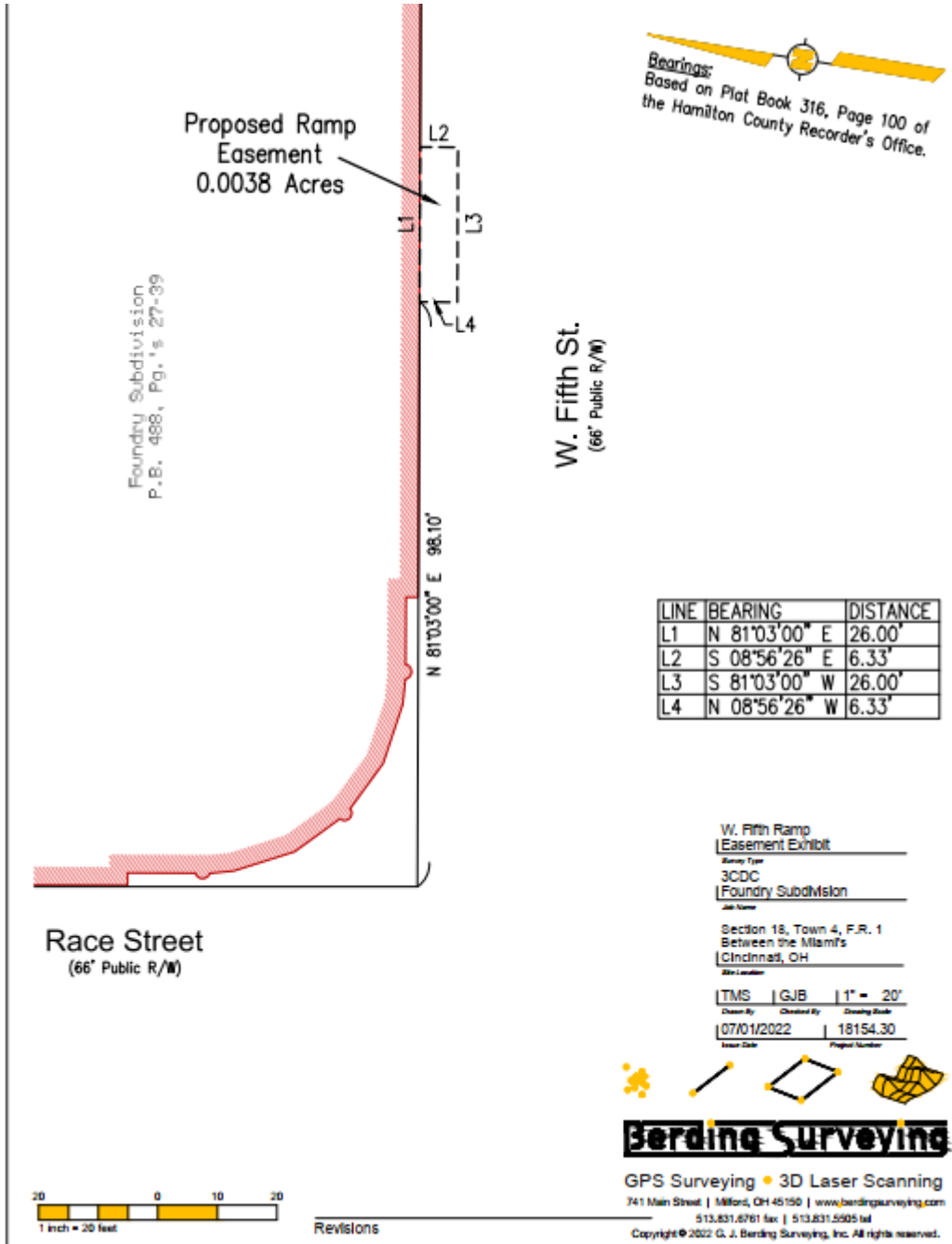


EXHIBIT C

to Grant of Easement

Legal Description – Access Ramp Easement

Description for: 3CDC 0.0038 Acres - Ramp Easement
Location: City of Cincinnati, West Fifth Street

Situated in Section 18, Town 4, Fractional Range 1, Between the Miami's, City of Cincinnati, Ohio and being more particularly described as follow:

BEGINNING at a point in the north right of way line of West Fifth Street, said point being North 81°03'00" East, 98.10 feet from the intersection of the north right of way line of West Fifth Street and the east right of way line of Race Street,

Thence along the north line of West Fifth Street, North 81°03'00" East, 26.00 feet;

Thence leaving said north line, South 08°56'26" East, 6.33 feet;

Thence South 81°03'00" West, 26.00 feet;

Thence North 08°56'26" West, 6.33 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0038 ACRES. Subject to legal highways and easements of record.

The above-described parcel being part of the West Fifth Street right of way.

The bearings are based on Plat Book 316, Page 100 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022. Based on an Exhibit prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022.

August 1, 2022

To: Members of the Budget and Finance Committee 202201598
From: John P. Curp, Interim City Manager
Subject: ORDINANCE – LEASE AGREEMENT – CONVENTION WAY – CENTRAL BUSINESS DISTRICT

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Lease Agreement with Fountain Place, LLC, pursuant to which the City will lease a portion of Convention Way west of Vine Street in the Central Business District for a term of up to thirty years.

The City owns the public right-of-way known as Convention Way, lying north of 5th Street between Vine and Race Streets in the Central Business District.

Fountain Place, LLC holds title to certain real property abutting Convention Way to the south, located at 505 Vine Street, Cincinnati, OH 45202. Fountain Place, LLC has requested to lease portions of Convention Way for service access and to use and operate valet parking services.

The City is agreeable to lease portions of Convention Way to facilitate the renovation and adaptive reuse of the abutting property. The City has determined the lease will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way, and leasing the area to Fountain Place, LLC is not averse to the City's retained interest in the Lease Area.

The fair market value of the Lease Area is approximately \$9,500 per year; however, the City has agreed to lease the Leased Premises to Fountain Place, LLC for \$1.00 per year because the City will receive benefits that equal or exceed the fair market value of the lease through avoiding the cost and expense of directly performing the management, maintenance, and repair of the Leased Premises and through the stimulation of economic activity and growth in the vicinity of the Leased Premises.

The City Planning Commission approved the lease at its meeting on July 15, 2022.

The Administration recommends passage of the attached ordinance.

Attachment I – Lease Agreement

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

City of Cincinnati

CHM

AWB

An Ordinance No. _____ - 2022

AUTHORIZING the City Manager to execute a *Lease Agreement* with Fountain Place, LLC, pursuant to which the City will lease a portion of Convention Way west of Vine Street in the Central Business District for a term of up to thirty years.

WHEREAS, the City of Cincinnati owns certain real property, designated as right of way, commonly known as Convention Way in the Central Business District, which property is generally located north of Fifth Street and west of Vine Street (the “Property”) and is under the management of the Department of Transportation and Engineering (“DOTE”); and

WHEREAS, Fountain Place, LLC, an Ohio limited liability company (“Lessee”), holds title to certain real property abutting the Property located at 505 Vine Street in the Central Business District, which property contains the Foundry building, formerly known as the Macy’s-anchored Fountain Place building, and has requested to lease from the City a portion of the Property as more particularly depicted in the *Lease Agreement* incorporated herein as Attachment A (the “Lease Area”); and

WHEREAS, the City Manager, in consultation with DOTE, has determined that (i) the Lease Area, above grade, is not needed for any municipal purpose for the duration of the lease; (ii) leasing the Lease Area to Lessee is not adverse to the City’s retained interest in the Lease Area and the Property; and (iii) leasing the Lease Area to Lessee will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way; and

WHEREAS, the City’s Real Estate Services Division has determined by appraisal that the fair market rental value of the Lease Area is approximately \$9,500 per year; however, the City has agreed to lease the Lease Area to Lessee for \$1.00 per year because the City will receive benefits that equal or exceed the fair market value of the lease through avoiding the cost and expense of directly performing the management, maintenance, and repair of the Lease Area and through the stimulation of economic activity and growth in the vicinity of the Lease Area; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City, and the City Manager has determined that the City’s lease of the Lease Area is in the best interest of the City because, as a practical matter, no one other than Lessee, an abutting property owner, would have any interest in leasing the Lease Area and assuming responsibility for the maintenance and repair thereof; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Lease Area at its meeting on July 15, 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 Agreement* with Fountain Place, LLC, an Ohio limited liability company (“Lessee”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease a portion of Convention Way west of Vine Street, as more particularly depicted in the *Lease Agreement* (the “Lease Area”) for a term of up to 30 years.

Section 2. That the Lease Area above grade is not needed for any municipal purpose for the duration of the lease.

Section 3. That leasing the Lease Area to Lessee is not adverse to the City’s retained interest in the Lease Area, and leasing the Lease Area to Lessee will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Lease Area is in the best interest of the City because, as a practical matter, no one other than Lessee, an abutting property owner, would have any interest in leasing the Lease Area and assuming responsibility for the maintenance and repair thereof.

Section 5. That the fair market value of the lease, as determined by an appraisal by the City’s Real Estate Services Division, is \$9,500 per year; however, the City has agreed to lease the Lease Area to Lessee for \$1.00 per year because the City will receive benefits that equal or exceed the fair market value of the lease through avoiding the cost and expense of directly performing the management, maintenance, and repair of the Lease Area and through the stimulation of economic activity and growth in the vicinity of the Lease Area.

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 *Lease Agreement*, including executing any and all ancillary documents associated with the lease, such as amendments or supplements to the lease deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

LEASE AGREEMENT
(Portion of Convention Way)

This Lease Agreement ("**Lease**") is made and entered into by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Lease is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **FOUNTAIN PLACE, LLC**, an Ohio limited liability company, the address of which for purposes of this Lease is 1203 Walnut Street, Fourth Floor, Cincinnati, OH 45202 ("**Lessee**").

Recitals:

A. The City owns the public right-of-way known as Convention Way, lying north of 5th Street between Vine and Race Streets (the "**City Property**"), in the Central Business District, as shown on Exhibit A (*Survey*) hereto. The City Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. By virtue of a *Quitclaim Deed* recorded on December 24, 2019, in OR 14070, Page 848, Hamilton County, Ohio Records, Lessee holds title to certain real property abutting Convention Way to the south located at 505 Vine Street, Cincinnati, OH 45202 ("**Lessee's Property**").

C. Lessee desires to lease from the City a portion of the City Property for service access and to use and operate valet parking services, which portion is more particularly depicted on Exhibit A and described on Exhibit B (*Legal Description-Leased Premises*) (the "**Leased Premises**").

D. Lessee has delivered to the City an *Attorney Certificate of Title*, signed by a reputable attorney practicing in Hamilton County, Ohio, certifying that the owners of all the real property abutting the City Property adjoining the Leased Premises are as follows: (i) the City, (ii) Lessee, (iii) Huntington Center Cincinnati Realty LP and (iv) Cincinnati Terrace Associates LLC.

E. The City is agreeable to lease the Leased Premises to Lessee to facilitate the renovation and adaptive reuse of Lessee's Property and has determined (i) that the Leased Premises, above grade, is not needed for any municipal purpose for the duration of the Lease, (ii) that leasing the Leased Premises to Lessee is not adverse to the City's retained interest in the Leased Premises, and (iii) that leasing the Leased Premises to Lessee will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way.

F. The City's Real Estate Services Division has determined that the fair market rental value of the Leased Premises, as determined by professional appraisal, is \$9,500 per year; however, the City has agreed to lease the Leased Premises to Lessee for \$1.00 per year because the City will receive benefits that equal or exceed the fair market value of the lease through avoiding the cost and expense of directly performing the management, maintenance, and repair of the Leased Premises and through the stimulation of economic activity and growth in the vicinity of the Leased Premises.

G. Pursuant to CMC Section 331-5, the City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because, as a practical matter, no one other than an abutting property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the change in use of the Leased Premises at its meeting on July 15, 2022.

I. Cincinnati City Council approved this Lease by Ordinance No. [____]-2022, passed on August [____], 2022.

NOW THEREFORE, the parties hereby agree as follows:

1. **Grant.**

(A) **Grant.** The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth herein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the City's title, the physical condition, or characteristics of the Leased Premises, or the suitability or fitness of the Leased Premises for the Permitted Use, as defined below. Lessee acknowledges and agrees that it is not relying upon any such representations or warranties from the City, and on the Effective Date, Lessee shall accept the Leased Premises in "as is" condition. Lessee shall not use or permit the use of the Leased Premises in any manner that is inconsistent with the terms and conditions set forth herein or in any manner that impairs or unreasonably interferes with the rights of the City or others, such as abutting property owners, having the legal right to access or use the Leased Premises.

(B) **Access by City Departments, Utility Companies, Abutting Property Owners.** Lessee shall ensure continuous, unrestricted access to the Leased Premises at a level that is at least equal to existing access to the public right-of-way as of the Effective Date (24 hours/day, 7 days/week, 52 weeks/year) for the following: (i) DOTE for inspection and other purposes; (ii) the City's Police and Fire Departments and other emergency vehicles; and (iii) all abutting property owners, and their employees, agents, tenants, licensees, and invitees. All affected public utilities, including without limitation Greater Cincinnati Water Works ("GCWW"), Metropolitan Sewer District of Greater Cincinnati ("MSD"), Duke Energy ("Duke"), and Altafiber, formerly known as Cincinnati Bell, shall have the right to access the Leased Premises at any time to inspect, construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, or abandon any and all existing underground and overhead utility facilities located within the Leased Premises. If Lessee's use of the Leased Premises causes damage to existing utility facilities belonging to a utility provider, Lessee shall immediately notify the appropriate utility provider. All costs of repairing such damage caused by Lessee (and not utility providers), including without limitation, all costs of replacing any damaged utility facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility provider damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, operation, maintenance, repair, or replacement of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair, replacement, or relocation of such improvements.

2. **Term.**

(A) **Initial Term (15 years).** The initial term of this Lease (the "Term") shall commence on the Effective Date (also referred to herein as the "Commencement Date") and, unless extended or sooner terminated as herein provided, shall expire on the last day of the 15th Lease Year (being the date immediately preceding the 16th anniversary of the Commencement Date). As used herein, a "Lease Year" shall mean each successive 12-month period beginning on the Commencement Date.

(B) **Renewal Periods (three 5-year periods, up to 15 years).** Provided Lessee is not in default under this Lease beyond any applicable cure period, at the time it exercises each renewal option, Lessee shall have the option to extend the Term of this Lease for three renewal periods of 5 years (for a total Term, including the initial Term, of 30 years), exercisable by giving written notice thereof to the City at least 60 days (but no earlier than 120 days) prior to the expiration of the initial Term or the then-current renewal period. Each renewal shall be on the same terms and conditions as set forth herein (except that, after the third renewal period, there shall be no additional renewal options unless agreed to by the parties in a written amendment to this Lease). As used herein, the "Term" of this Lease means the initial Term and, if applicable, the renewal periods.

(C) **Early Termination on 120 Days Notice.** The City may need the Leased Premises in the future for municipal purposes. Therefore, notwithstanding anything in this Lease to the contrary, the City shall have the right to terminate this Lease at any time, by giving Lessee no less than 120 days prior written notice thereof, if the

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City determines that it needs the Leased Premises or any portion thereof for a municipal purpose or for any other reason. Similarly, Lessee may terminate this Lease at any time and for any reason by giving the City no less than 120 days prior written notice thereof. No later than the termination date set forth in a termination notice, Lessee shall remove any of Lessee's improvements from the Leased Premises unless the City instructs otherwise as described in section 11 (*Surrender; Holdover*) below, and Lessee shall surrender possession of the Leased Premises to the City.

3. Rent.

(A) **Base Rent.** Lessee shall pay the City annual rent for the Leased Premises, in advance, without notice or setoff, in the amount of \$1.00 ("**Base Rent**"). The City acknowledges Lessee's prepayment of Base Rent for the initial Term. Any renewal by Lessee shall also include prepayment of Base Rent for the renewal Term.

(B) **Late Payment; Place of Payment.** If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee shall pay the City a late charge equal to five percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use; Restrictions.

(A) **Permitted Use.** Lessee may use the Leased Premises to operate valet parking services and other operations incidental to commercial uses located within Lessee's Property and for no other purpose, including self-service parking facilities, unless consented to in writing by DOTE (the "**Permitted Use**"). The site plan for the Leased Premises and the facilities for conducting the Permitted Use is generally depicted on Exhibit C (Site Plan) hereto. Notwithstanding the foregoing, nothing herein shall be construed to permit or authorize any use or activity prohibited by applicable land use regulations, including, without limitation to, the Cincinnati Zoning Code. Lessee shall apply for and receive any and all required permits from DOTE and the City's Department of Buildings and Inspections for the Permitted Use before establishing the Permitted Use at the Leased Premises.

(B) **Restrictions.** Lessee shall not park vehicles within, across from, or in a manner that diminishes access to any loading dock or garage exit owned, operated, or accessed by an abutting property owner or their employees, agents, tenants, licensees, and invitees, unless otherwise agreed to by such abutting property owner in writing. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment.

5. Utilities & Other Expenses. During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, or other charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. Lessee shall have the right to contest the amount or validity of real estate taxes and assessments by appropriate legal proceedings in its own name. The City shall have the right to participate in such legal proceedings at the City's election. Lessee shall pay all costs and expenses arising from such legal proceedings. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

6. Maintenance and Repairs. Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs and sidewalks within the Leased Premises. Lessee shall not permit garbage, debris, or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage at its sole expense. Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

7. Future Alterations.

(A) DOTE Approval of Plans. Lessee shall not make any material alterations or improvements to the Leased Premises without, in each case, obtaining the prior written consent of the City. Lessee shall make such alterations or improvements in accordance with plans and specifications approved in writing by DOTE. Lessee shall obtain any and all necessary street opening or street use permits before installing such alterations or improvements and shall pay any and all permit fees imposed by DOTE. Before any DOTE permits can be issued, Lessee's licensed street contractor shall be required to supply two (2) sets of plans to DOTE showing the location of the alterations or improvements in relation to street fixtures and the rights of way lines.

(B) Removal. At the end of the Term, Lessee shall remove all improvements unless otherwise instructed by DOTE and immediately perform all necessary street and sidewalk restoration under a DOTE street opening permit obtained by a licensed contractor. If Lessee fails to timely remove improvements and complete such restoration to the satisfaction of the City Engineer, the City may do so at Lessee's expense, which amount shall be payable by Lessee within thirty (30) days after Lessee's receipt of a statement from the City indicating the amount due.

(C) No Liens. Lessee shall not permit any mechanics liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(D) Signs. Lessee shall be permitted to install or erect signage within the Leased Premises consistent with applicable provisions of the Cincinnati Municipal Code or ordinance. Lessee shall obtain any and all necessary permits or approvals from the City before installing such signage.

(E) Compliance with Laws. Lessee shall obtain all necessary City inspection permits for work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements.

8. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Lessee shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured, and such additional insurance as DOTE or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. If Lessee constructs any improvements within the Leased Premises, Lessee shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Effective Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Subrogation. All improvements, materials, equipment and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages relating to the Leased Premises related to or arising from this grant of leasehold and acts or omissions of Lessee or its employees, contractors, agents, invitees, licensees, or tenants and accruing during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased

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Premises.

9. Default. Should Lessee fail to pay rent or to perform any other obligation under this Lease within thirty (30) days after receiving written notice thereof from the City (herein, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee's default or the termination of this Lease. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee's sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Lessee shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

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

11. Surrender; Holdover.

(A) **Surrender; Holdover.** At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term, then, at the City's option, such holdover shall create a tenancy from month-to-month on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to the then fair market rental value of the Leased Premises as determined by appraisal by the City's Real Estate Services Division.

(B) **Removal of Alterations.** If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If there are improvements specific to a tenant of Lessee that are related to their brand, the City may not require Lessee to surrender such improvements, but Lessee shall be responsible for the cost of repairing any damage caused by their removal. If Lessee fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and Lessee shall pay all costs incurred by the City in so doing within twenty days after the City's written demand.

12. General Provisions.

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

(B) **Amendments.** This Lease may be amended only by a written amendment signed by both parties, with the exception that the City reserves the right to modify this Lease at any time as necessary to accommodate the access needs of abutting property owners or their employees, agents, tenants, licensees, and invitees as may

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become necessary in the City's reasonable discretion. Upon receipt of a proposed lease amendment from the City to accommodate the access needs of abutting property owners or their employees, agents, tenants, licensees, and invitees, Lessee shall execute and return such lease amendment to the City no later than 30 days following Lessee's receipt of same. If Lessee does not agree to the terms of the lease amendment, or if the City otherwise does not receive the executed lease amendment from Lessee within 30 days, then the City may terminate this Lease, following written notice to Lessee of such termination.

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

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

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

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

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

(I) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(J) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(K) Representation as to Authority. Lessee represents that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(L) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

13. Additional Conditions from City's Coordinated Report #28-2022.

(A) NOTE:

(i.) The Lease shall not extend beyond the face of the building on Vine Street.

(ii.) Any future activities such as valet operations shall not impede or block the public sidewalk, or the lease may be terminated.

(iii.) All vehicles that enter from Vine Street must be able to exit to Race Street and not back out into Vine Street.

(B) SMU: There is a 12" storm sewer inlet and manhole within the Leased Premises. Lessee shall be responsible for all maintenance and repair obligations with respect to the 12" storm sewer inlet from the inlet to the connection point within Vine Street.

(C) GCWW: There is an existing six-inch public water main connected to a 12-inch public water main and associated appurtenances and equipment within the Leased Premises. Lessee shall be solely responsible for the replacement or repair of any improvements within the Leased Premises if such improvements are damaged by the failure, repair, operation, or replacement of the existing public water system located within or adjacent to the Leased Premises.

(D) Duke Energy: Underground electric facilities are currently located within the right of way of Vine Street and Convention Way. No structures may be constructed within said utility area in conflict with such electric facilities to minimize disruption to existing utilities, nor may the utility area be physically altered so as to (i) reduce the clearances of the facilities; (ii) impair the ability to maintain the facilities or; (iii) create a hazard to the facilities.

(E) Cincinnati Bell: The existing underground telephone facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this Lease shall be handled entirely at Lessee's expense.

(F) Buildings and Inspections: Valet parking operations shall not block fire department connection access to The Foundry, 525 Vine, or the Terrace Plaza Hotel building. Valet parking operations shall not inhibit the use of any loading area or entrance/exit to underground parking for 525 Vine or the Terrace Plaza Hotel building, unless otherwise agreed to by the applicable property owner in writing.

14. Exhibits. The following Exhibits are attached hereto:

Exhibit A – *Survey*

Exhibit B – *Legal Description—Leased Premises*

Exhibit C – *Site Plan*

[*Signature Pages Follow*]

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

Fountain Place, 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 Fountain Place, 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: _____

[City Signature Page Follows]

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: _____

Recommended by:

John S. Brazina, Director,
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

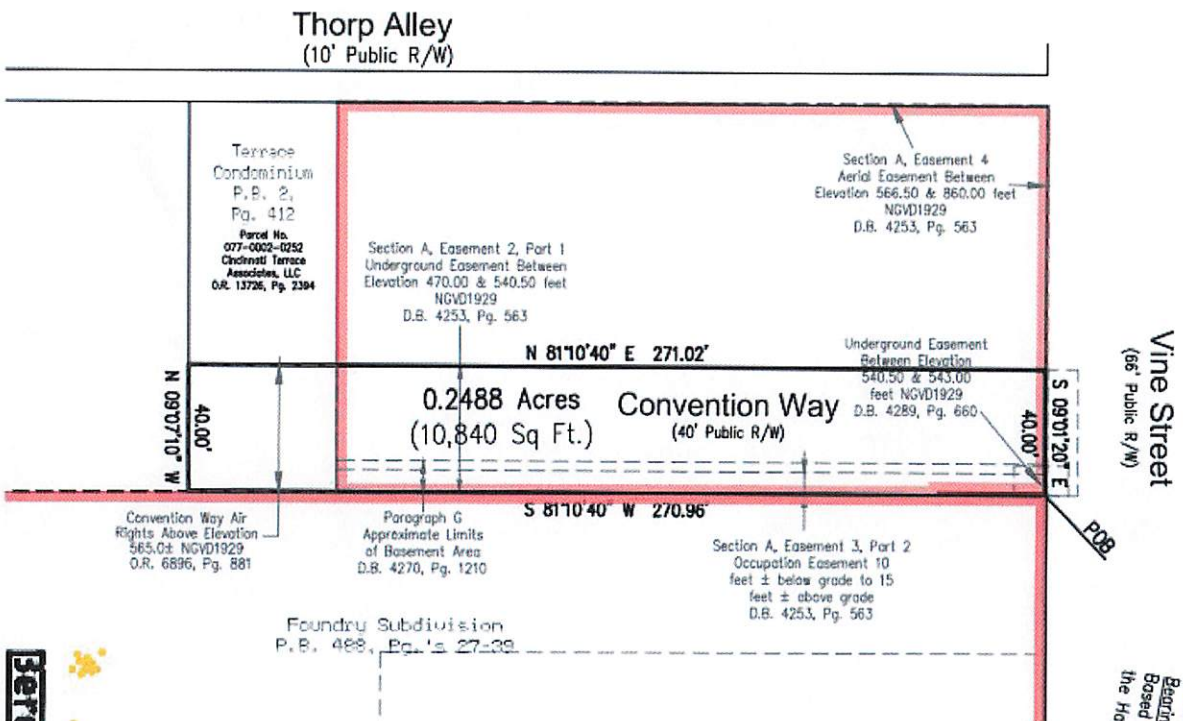
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to
Lease Agreement
SURVEY

Bearings:
Based on Plat Book 316, Page 100 of
the Hamilton County Recorder's Office.



3CDC
Foundry Subdivision

ITMS 1GJB 1" = 40'
Created by 18194-30
07/01/2022 Project Number

Convention Way Exhibit

Section 18, Town 4, F.R. 1
Between the Main's
Chickini, OH

Bearing Surveying

GPS Surveying 3D Laser Scanning
741 Main Street | Norton, OH 48150 | www.bearing-surveying.com
513.831.6521 fax | 513.831.5525 nh
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REVISIONS

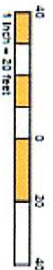


EXHIBIT B
to
Lease Agreement

LEGAL DESCRIPTION – LEASED PREMISES

Description for: 3CDC 0.2488 Acres – Convention Way
Location: City of Cincinnati, Convention Way

Situated in Section 18, Town 4, Fractional Range 1, Between the Miami's, City of Cincinnati, Ohio and being more particularly described as follow:

BEGINNING at the intersection of the south right of way line of Convention Way and the west right of way line of Vine Street,

Thence along the south line of Convention Way, South 81°10'40" West, 270.96 feet;

Thence along the west terminus of Convention Way, North 09°07'10" West, 40.00 feet;

Thence along the north right of way line of Convention Way, North 81°10'40" East, 271.02 feet to the intersection of said north line with the aforementioned west right of way line of Vine Street;

Thence South 09°01'20" East, 40.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.2488 ACRES.

The above-described parcel being the right of way of Convention Way west of Vine Street and east of Race Street.

The bearings are based on Plat Book 316, Page 100 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022. Based on an Exhibit prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022.

EXHIBIT C
to
Lease Agreement
SITE PLAN

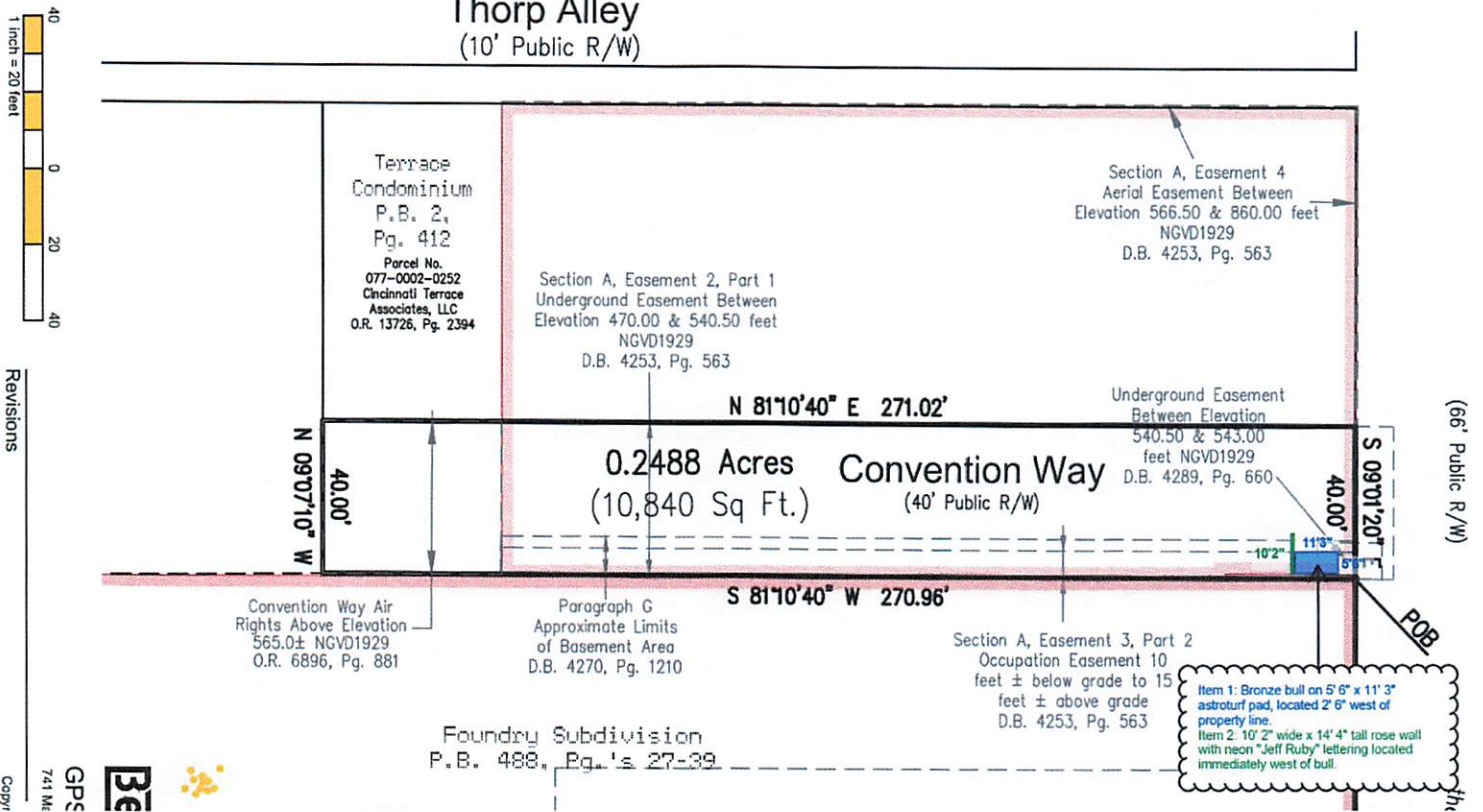
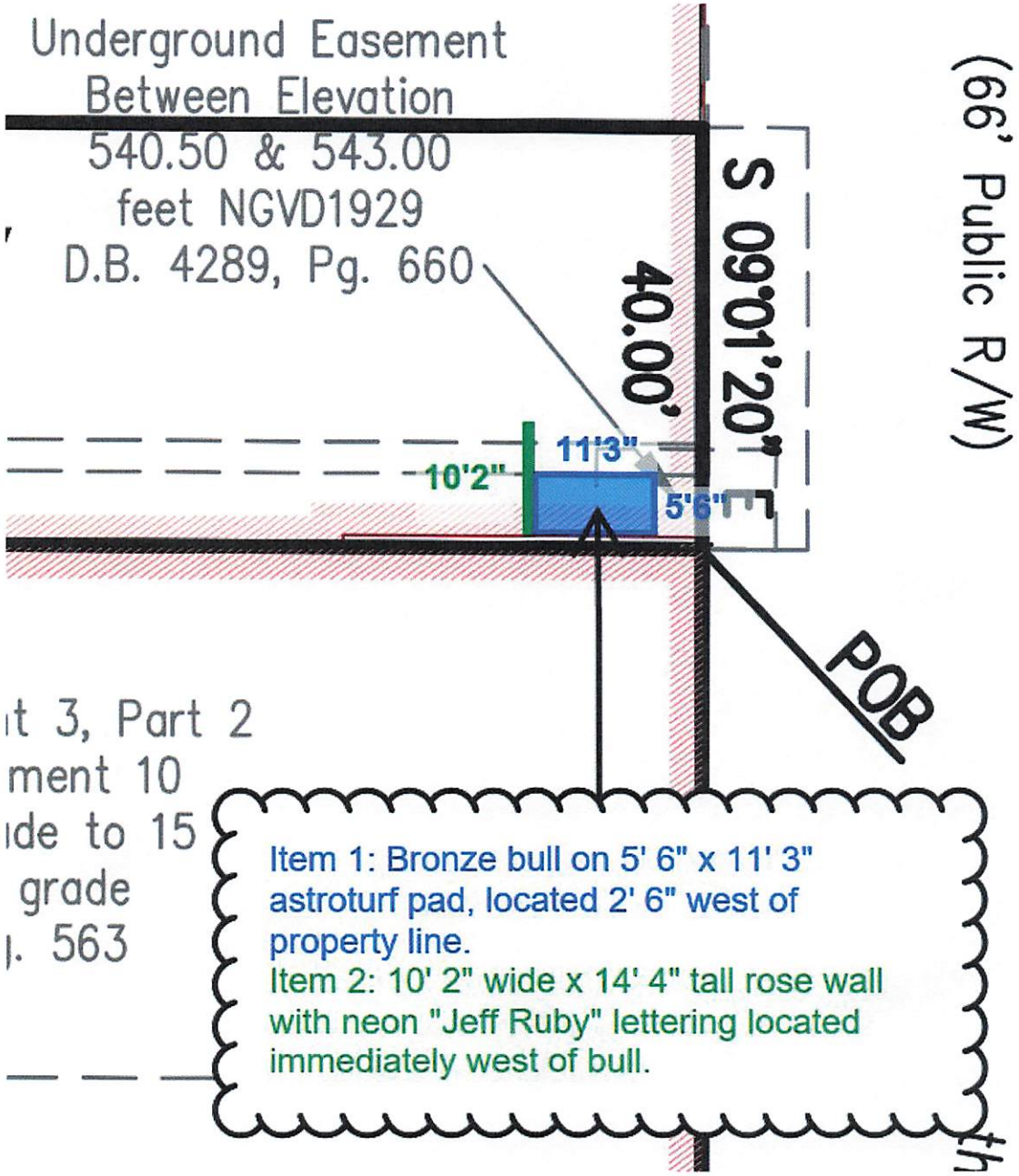


EXHIBIT C
(cont.)



it 3, Part 2
ment 10
ide to 15
grade
p. 563

LEASE AGREEMENT
(Portion of Convention Way)

This Lease Agreement (“**Lease**”) is made and entered into by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Lease is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **FOUNTAIN PLACE, LLC**, an Ohio limited liability company, the address of which for purposes of this Lease is 1203 Walnut Street, Fourth Floor, Cincinnati, OH 45202 (“**Lessee**”).

Recitals:

A. The City owns the public right-of-way known as Convention Way, lying north of 5th Street between Vine and Race Streets (the “**City Property**”), in the Central Business District, as shown on Exhibit A (*Survey*) hereto. The City Property is under the management of the City’s Department of Transportation and Engineering (“**DOT**”).

B. By virtue of a *Quitclaim Deed* recorded on December 24, 2019, in OR 14070, Page 848, Hamilton County, Ohio Records, Lessee holds title to certain real property abutting Convention Way to the south located at 505 Vine Street, Cincinnati, OH 45202 (“**Lessee’s Property**”).

C. Lessee desires to lease from the City a portion of the City Property for service access and to use and operate valet parking services, which portion is more particularly depicted on Exhibit A and described on Exhibit B (*Legal Description-Leased Premises*) (the “**Leased Premises**”).

D. Lessee has delivered to the City an *Attorney Certificate of Title*, signed by a reputable attorney practicing in Hamilton County, Ohio, certifying that the owners of all the real property abutting the City Property adjoining the Leased Premises are as follows: (i) the City, (ii) Lessee, (iii) Huntington Center Cincinnati Realty LP and (iv) Cincinnati Terrace Associates LLC.

E. The City is agreeable to lease the Leased Premises to Lessee to facilitate the renovation and adaptive reuse of Lessee’s Property and has determined (i) that the Leased Premises, above grade, is not needed for any municipal purpose for the duration of the Lease, (ii) that leasing the Leased Premises to Lessee is not adverse to the City’s retained interest in the Leased Premises, and (iii) that leasing the Leased Premises to Lessee will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way.

F. The City’s Real Estate Services Division has determined that the fair market rental value of the Leased Premises, as determined by professional appraisal, is \$9,500 per year; however, the City has agreed to lease the Leased Premises to Lessee for \$1.00 per year because the City will receive benefits that equal or exceed the fair market value of the lease through avoiding the cost and expense of directly performing the management, maintenance, and repair of the Leased Premises and through the stimulation of economic activity and growth in the vicinity of the Leased Premises.

G. Pursuant to CMC Section 331-5, the City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because, as a practical matter, no one other than an abutting property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the change in use of the Leased Premises at its meeting on July 15, 2022.

I. Cincinnati City Council approved this Lease by Ordinance No. [____]-2022, passed on August [____], 2022.

NOW THEREFORE, the parties hereby agree as follows:

1. Grant.

(A) Grant. The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth herein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the City's title, the physical condition, or characteristics of the Leased Premises, or the suitability or fitness of the Leased Premises for the Permitted Use, as defined below. Lessee acknowledges and agrees that it is not relying upon any such representations or warranties from the City, and on the Effective Date, Lessee shall accept the Leased Premises in "as is" condition. Lessee shall not use or permit the use of the Leased Premises in any manner that is inconsistent with the terms and conditions set forth herein or in any manner that impairs or unreasonably interferes with the rights of the City or others, such as abutting property owners, having the legal right to access or use the Leased Premises.

(B) Access by City Departments, Utility Companies, Abutting Property Owners. Lessee shall ensure continuous, unrestricted access to the Leased Premises at a level that is at least equal to existing access to the public right-of-way as of the Effective Date (24 hours/day, 7 days/week, 52 weeks/year) for the following: (i) DOTE for inspection and other purposes; (ii) the City's Police and Fire Departments and other emergency vehicles; and (iii) all abutting property owners, and their employees, agents, tenants, licensees, and invitees. All affected public utilities, including without limitation Greater Cincinnati Water Works ("**GCWW**"), Metropolitan Sewer District of Greater Cincinnati ("**MSD**"), Duke Energy ("**Duke**"), and Altafiber, formerly known as Cincinnati Bell, shall have the right to access the Leased Premises at any time to inspect, construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, or abandon any and all existing underground and overhead utility facilities located within the Leased Premises. If Lessee's use of the Leased Premises causes damage to existing utility facilities belonging to a utility provider, Lessee shall immediately notify the appropriate utility provider. All costs of repairing such damage caused by Lessee (and not utility providers), including without limitation, all costs of replacing any damaged utility facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility provider damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, operation, maintenance, repair, or replacement of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair, replacement, or relocation of such improvements.

2. Term.

(A) Initial Term (15 years). The initial term of this Lease (the "**Term**") shall commence on the Effective Date (also referred to herein as the "**Commencement Date**") and, unless extended or sooner terminated as herein provided, shall expire on the last day of the 15th Lease Year (being the date immediately preceding the 16th anniversary of the Commencement Date). As used herein, a "**Lease Year**" shall mean each successive 12-month period beginning on the Commencement Date.

(B) Renewal Periods (three 5-year periods, up to 15 years). Provided Lessee is not in default under this Lease beyond any applicable cure period, at the time it exercises each renewal option, Lessee shall have the option to extend the Term of this Lease for three renewal periods of 5 years (for a total Term, including the initial Term, of 30 years), exercisable by giving written notice thereof to the City at least 60 days (but no earlier than 120 days) prior to the expiration of the initial Term or the then-current renewal period. Each renewal shall be on the same terms and conditions as set forth herein (except that, after the third renewal period, there shall be no additional renewal options unless agreed to by the parties in a written amendment to this Lease). As used herein, the "**Term**" of this Lease means the initial Term and, if applicable, the renewal periods.

(C) Early Termination on 120 Days Notice. The City may need the Leased Premises in the future for municipal purposes. Therefore, notwithstanding anything in this Lease to the contrary, the City shall have the right to terminate this Lease at any time, by giving Lessee no less than 120 days prior written notice thereof, if the City determines that it needs the Leased Premises or any portion thereof for a municipal purpose or for any other

reason. Similarly, Lessee may terminate this Lease at any time and for any reason by giving the City no less than 120 days prior written notice thereof. No later than the termination date set forth in a termination notice, Lessee shall remove any of Lessee's improvements from the Leased Premises unless the City instructs otherwise as described in section 11 (*Surrender; Holdover*) below, and Lessee shall surrender possession of the Leased Premises to the City.

3. Rent.

(A) **Base Rent.** Lessee shall pay the City annual rent for the Leased Premises, in advance, without notice or setoff, in the amount of \$1.00 ("**Base Rent**"). The City acknowledges Lessee's prepayment of Base Rent for the initial Term. Any renewal by Lessee shall also include prepayment of Base Rent for the renewal Term.

(B) **Late Payment; Place of Payment.** If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee shall pay the City a late charge equal to five percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use; Restrictions.

(A) **Permitted Use.** Lessee may use the Leased Premises to operate valet parking services and other operations incidental to commercial uses located within Lessee's Property and for no other purpose, including self-service parking facilities, unless consented to in writing by DOTE (the "**Permitted Use**"). The site plan for the Leased Premises and the facilities for conducting the Permitted Use is generally depicted on Exhibit C (Site Plan) hereto. Notwithstanding the foregoing, nothing herein shall be construed to permit or authorize any use or activity prohibited by applicable land use regulations, including, without limitation to, the Cincinnati Zoning Code. Lessee shall apply for and receive any and all required permits from DOTE and the City's Department of Buildings and Inspections for the Permitted Use before establishing the Permitted Use at the Leased Premises.

(B) **Restrictions.** Lessee shall not park vehicles within, across from, or in a manner that diminishes access to any loading dock or garage exit owned, operated, or accessed by an abutting property owner or their employees, agents, tenants, licensees, and invitees, unless otherwise agreed to by such abutting property owner in writing. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment.

5. Utilities & Other Expenses. During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, or other charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. Lessee shall have the right to contest the amount or validity of real estate taxes and assessments by appropriate legal proceedings in its own name. The City shall have the right to participate in such legal proceedings at the City's election. Lessee shall pay all costs and expenses arising from such legal proceedings. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

6. Maintenance and Repairs. Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs and sidewalks within the Leased Premises. Lessee shall not permit garbage, debris, or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage at its sole expense. Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

7. Future Alterations.

(A) DOTE Approval of Plans. Lessee shall not make any material alterations or improvements to the Leased Premises without, in each case, obtaining the prior written consent of the City. Lessee shall make such alterations or improvements in accordance with plans and specifications approved in writing by DOTE. Lessee shall obtain any and all necessary street opening or street use permits before installing such alterations or improvements and shall pay any and all permit fees imposed by DOTE. Before any DOTE permits can be issued, Lessee's licensed street contractor shall be required to supply two (2) sets of plans to DOTE showing the location of the alterations or improvements in relation to street fixtures and the rights of way lines.

(B) Removal. At the end of the Term, Lessee shall remove all improvements unless otherwise instructed by DOTE and immediately perform all necessary street and sidewalk restoration under a DOTE street opening permit obtained by a licensed contractor. If Lessee fails to timely remove improvements and complete such restoration to the satisfaction of the City Engineer, the City may do so at Lessee's expense, which amount shall be payable by Lessee within thirty (30) days after Lessee's receipt of a statement from the City indicating the amount due.

(C) No Liens. Lessee shall not permit any mechanics liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(D) Signs. Lessee shall be permitted to install or erect signage within the Leased Premises consistent with applicable provisions of the Cincinnati Municipal Code or ordinance. Lessee shall obtain any and all necessary permits or approvals from the City before installing such signage.

(E) Compliance with Laws. Lessee shall obtain all necessary City inspection permits for work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements.

8. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Lessee shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured, and such additional insurance as DOTE or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. If Lessee constructs any improvements within the Leased Premises, Lessee shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Effective Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Subrogation. All improvements, materials, equipment and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages relating to the Leased Premises related to or arising from this grant of leasehold and acts or omissions of Lessee or its employees, contractors, agents, invitees, licensees, or tenants and accruing during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

9. Default. Should Lessee fail to pay rent or to perform any other obligation under this Lease within thirty (30) days after receiving written notice thereof from the City (herein, a “default”), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee’s default or the termination of this Lease. Without limitation of the City’s other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee’s sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Lessee shall pay the City within ten (10) days after the City’s written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee’s obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City’s failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

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

11. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term, then, at the City’s option, such holdover shall create a tenancy from month-to-month on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to the then fair market rental value of the Leased Premises as determined by appraisal by the City’s Real Estate Services Division.

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If there are improvements specific to a tenant of Lessee that are related to their brand, the City may not require Lessee to surrender such improvements, but Lessee shall be responsible for the cost of repairing any damage caused by their removal. If Lessee fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and Lessee shall pay all costs incurred by the City in so doing within twenty days after the City’s written demand.

12. General Provisions.

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

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties, with the exception that the City reserves the right to modify this Lease at any time as necessary to accommodate the access needs of abutting property owners or their employees, agents, tenants, licensees, and invitees as may become necessary in the City’s reasonable discretion. Upon receipt of a proposed lease amendment from the City

to accommodate the access needs of abutting property owners or their employees, agents, tenants, licensees, and invitees, Lessee shall execute and return such lease amendment to the City no later than 30 days following Lessee's receipt of same. If Lessee does not agree to the terms of the lease amendment, or if the City otherwise does not receive the executed lease amendment from Lessee within 30 days, then the City may terminate this Lease, following written notice to Lessee of such termination.

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

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

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

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

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

(I) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(J) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(K) Representation as to Authority. Lessee represents that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(L) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

13. Additional Conditions from City's Coordinated Report #28-2022.

(A) DOTS:

(i.) The Lease shall not extend beyond the face of the building on Vine Street.

(ii.) Any future activities such as valet operations shall not impede or block the public sidewalk, or the lease may be terminated.

(iii.) All vehicles that enter from Vine Street must be able to exit to Race Street and not back out into Vine Street.

(B) SMU: There is a 12" storm sewer inlet and manhole within the Leased Premises. Lessee shall be responsible for all maintenance and repair obligations with respect to the 12" storm sewer inlet from the inlet to the connection point within Vine Street.

(C) GCWW: There is an existing six-inch public water main connected to a 12-inch public water main and associated appurtenances and equipment within the Leased Premises. Lessee shall be solely responsible for the replacement or repair of any improvements within the Leased Premises if such improvements are damaged by the failure, repair, operation, or replacement of the existing public water system located within or adjacent to the Leased Premises.

(D) Duke Energy: Underground electric facilities are currently located within the right of way of Vine Street and Convention Way. No structures may be constructed within said utility area in conflict with such electric facilities to minimize disruption to existing utilities, nor may the utility area be physically altered so as to (i) reduce the clearances of the facilities; (ii) impair the ability to maintain the facilities or; (iii) create a hazard to the facilities.

(E) Cincinnati Bell: The existing underground telephone facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this Lease shall be handled entirely at Lessee's expense.

(F) Buildings and Inspections: Valet parking operations shall not block fire department connection access to The Foundry, 525 Vine, or the Terrace Plaza Hotel building. Valet parking operations shall not inhibit the use of any loading area or entrance/exit to underground parking for 525 Vine or the Terrace Plaza Hotel building, unless otherwise agreed to by the applicable property owner in writing.

14. **Exhibits**. The following Exhibits are attached hereto:
Exhibit A – *Survey*
Exhibit B – *Legal Description—Leased Premises*
Exhibit C – *Site Plan*

[*Signature Pages Follow*]

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

Fountain Place, 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 Fountain Place, 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: _____

[City Signature Page Follows]

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: _____

Recommended by:

John S. Brazina, Director,
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to
Lease Agreement

SURVEY

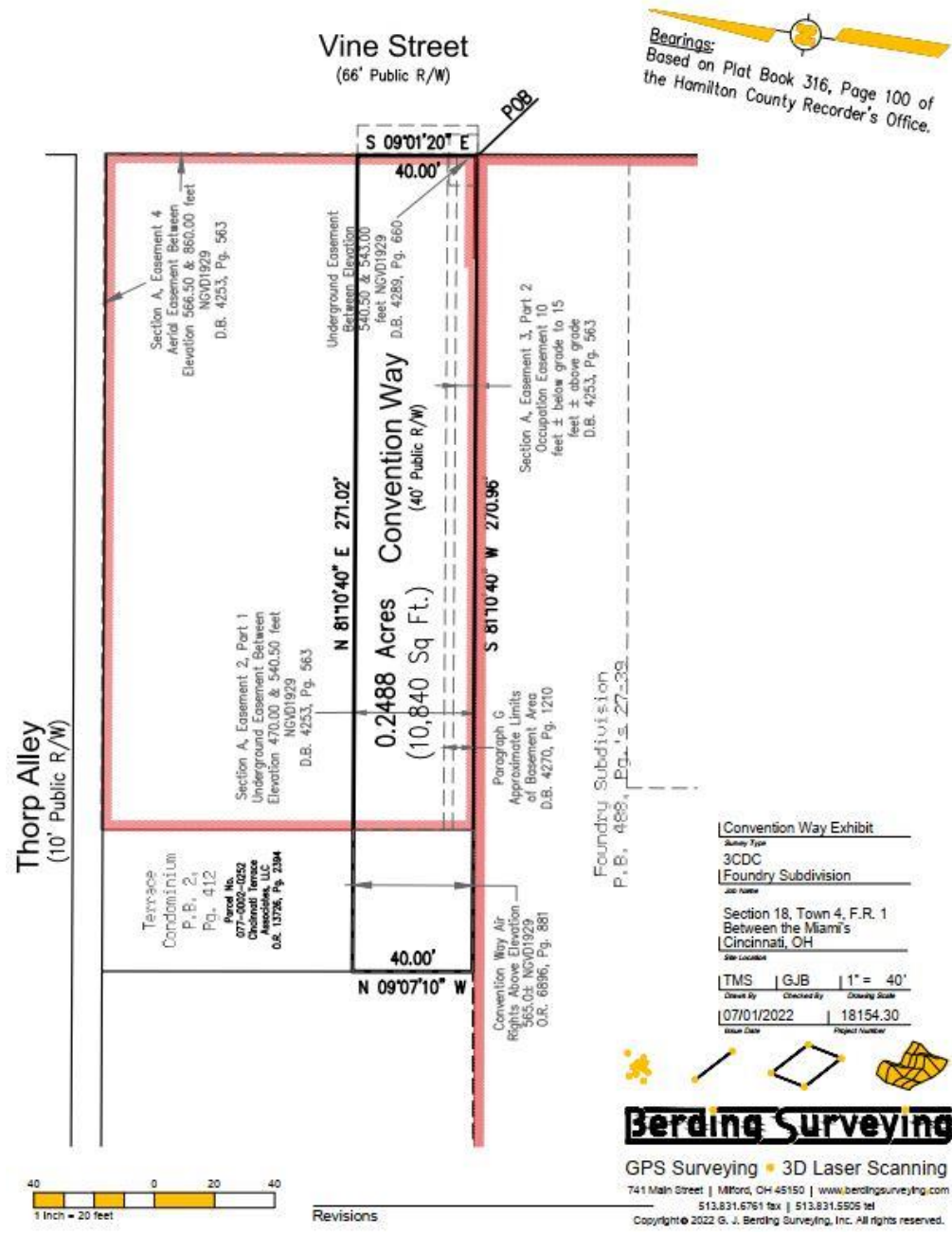


EXHIBIT B

{00367224-8}

to
Lease Agreement

LEGAL DESCRIPTION – LEASED PREMISES

Description for: 3CDC 0.2488 Acres – Convention Way
Location: City of Cincinnati, Convention Way

Situated in Section 18, Town 4, Fractional Range 1, Between the Miami's, City of Cincinnati, Ohio and being more particularly described as follow:

BEGINNING at the intersection of the south right of way line of Convention Way and the west right of way line of Vine Street,

Thence along the south line of Convention Way, South 81°10'40" West, 270.96 feet;

Thence along the west terminus of Convention Way, North 09°07'10" West, 40.00 feet;

Thence along the north right of way line of Convention Way, North 81°10'40" East, 271.02 feet to the intersection of said north line with the aforementioned west right of way line of Vine Street;

Thence South 09°01'20" East, 40.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.2488 ACRES.

The above-described parcel being the right of way of Convention Way west of Vine Street and east of Race Street.

The bearings are based on Plat Book 316, Page 100 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022. Based on an Exhibit prepared by G.J. BERDING SURVEYING, INC. on July 1, 2022.

EXHIBIT C
to
Lease Agreement
SITE PLAN

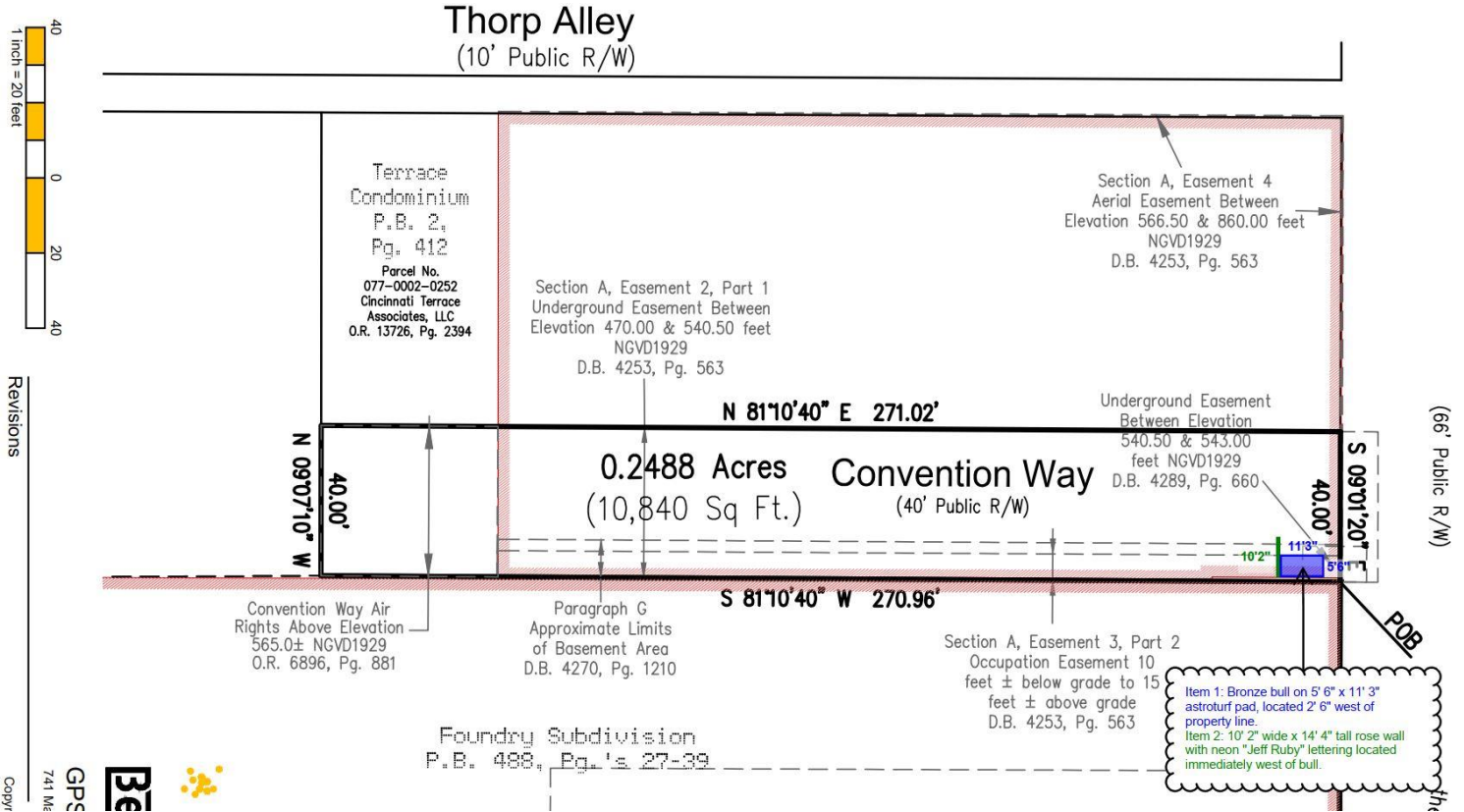
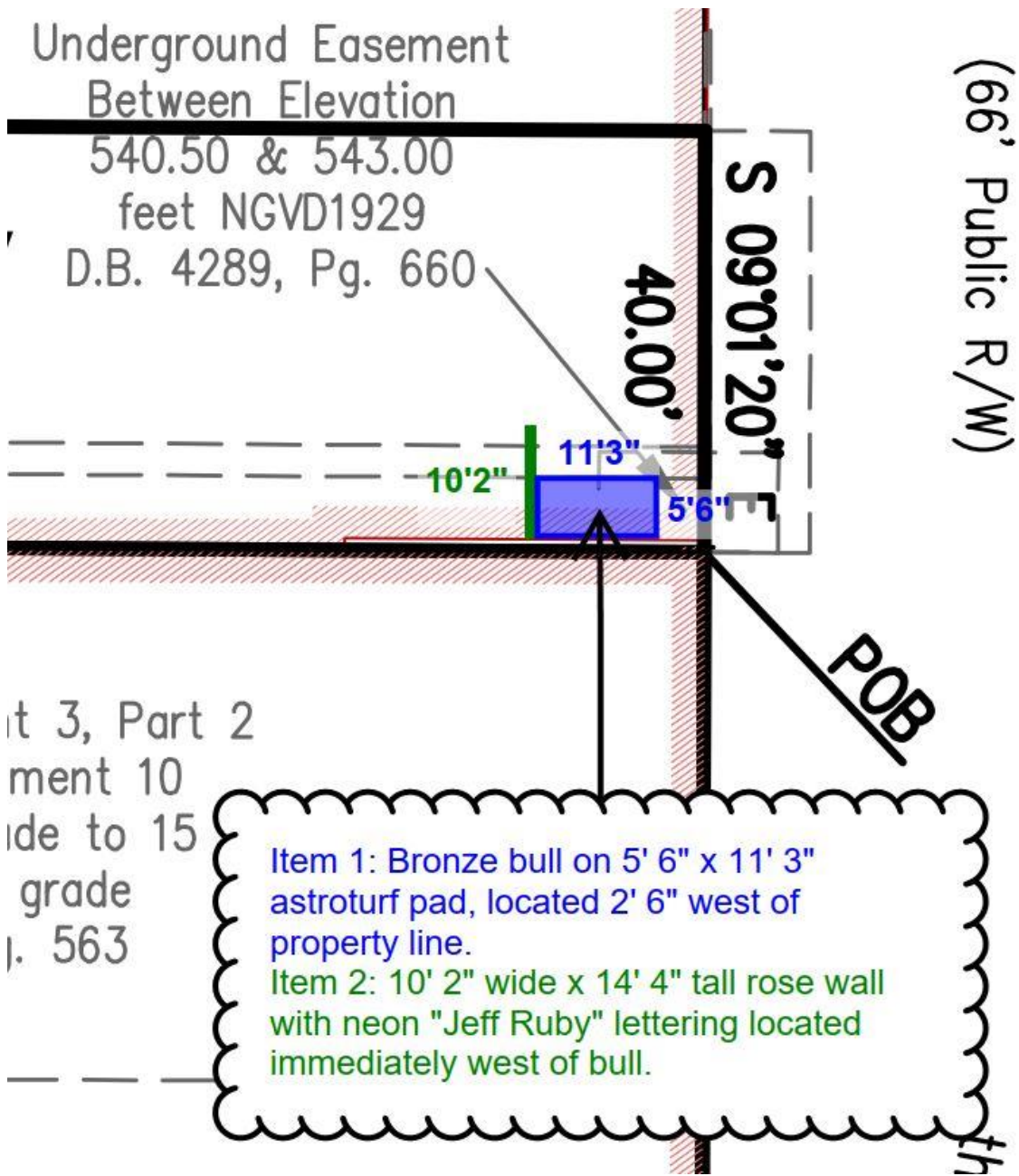


EXHIBIT C
(cont.)

{00367224-8}



at 3, Part 2
ment 10
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grade
p. 563

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201591

Subject: **EMERGENCY ORDINANCE – AMENDING ORDINANCES TO REDUCE THE SPECIAL ASSESSMENTS TO BE LEVIED AT OAKLEY STATION.**

Attached is an Emergency Ordinance captioned:

AMENDING Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020 and Ordinance No. 311-2021, for the purpose of reducing those special assessments levied and to be collected in 2023 (with tax year 2022 property taxes) based upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project.

BACKGROUND/CURRENT CONDITIONS

The Public Infrastructure Improvements for the Oakley Station project were funded by special obligation bonds issued against future revenue streams from a Project Tax Increment Financing (TIF) District put in place on the project site and back stopped by a Special Assessment levied on the properties within the project site. Each year, the Port Authority, as the TIF and Special Assessment Administrator, issues an annual report determining the appropriate level of Special Assessments to be certified to the properties in the coming tax year.

DEVELOPER INFORMATION

The Port of Greater Cincinnati Development Authority disbursed the bonds and serves as the TIF and Special Assessment Administrator. The Developer for Oakley Station is USS Realty, LLC.

SPECIAL ASSESSMENT UPDATE

The 2022 Administrator's Report determined that actual TIF revenues and projected TIF revenues for the 2022 (collect 2023) tax year are adequate to cover all bond obligations and have additional reserves on hand, so the Special Assessment for this year may be lowered to \$0.00.

PROJECT TEAM & TIMELINE

The project's legislative team (listed below) is available to answer questions regarding this project.

- Assistant City Manager: Billy Weber (Ext. 3318)
- DCED Director: Markiea Carter (Ext. 1953)
- Project Attorney: Samantha Brandenburg (Ext. 4704)

The anticipated council timeline is as follows:

- August 2, 2021: Budget and Finance
- August 4, 2021: City Council for Final Approval

RECOMMENDATION

The Administration recommends passage of this Emergency Ordinance to reduce the Special Assessment amounts, as recommended based on the annual Administrator's Report.

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

EMERGENCY

AUG 13/22

City of Cincinnati

An Ordinance No. _____

- 2022

AMENDING Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020, and Ordinance No. 311-2021, for the purpose of reducing those special assessments levied and to be collected in 2023 (with tax year 2022 property taxes) based upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project.

WHEREAS, on June 20, 2012, this Council adopted Resolution No. 38-2012 declaring the necessity of (i) constructing various public infrastructure improvements (“Public Infrastructure Improvements”) related to the Oakley Station development project generally located at 4701 Marburg Avenue in Cincinnati; and (ii) assessing lands for the costs of the Public Infrastructure Improvements as petitioned by the owners of 100% of such property (the “Petition”) in accordance with Chapter 727 of the Ohio Revised Code; and

WHEREAS, on June 20, 2012, Council passed Ordinance No. 228-2012 levying Special Assessments (as defined in the Cooperative Agreement, as defined below) to pay for the costs of constructing the Public Infrastructure Improvements; and

WHEREAS, Ordinance No. 228-2012 and the Petition contemplate that the Special Assessments will be reapportioned in accordance with the Petition upon the subdivision (or consolidation) of any parcels included within the assessed lands; and

WHEREAS, Ordinance No. 228-2012 and that certain *Cooperative Special District Financing and Redevelopment Agreement* dated July 31, 2012 (the “Cooperative Agreement”) among the City of Cincinnati, the Port of Greater Cincinnati Development Authority (the “Port Authority”), and USS Realty, LLC each contemplate that Council may reduce or abate the Certified Annual Installments (as defined in the Cooperative Agreement) of the Special Assessments based upon a report of an administrator (the “Administrator”) appointed by the Port Authority for bonds issued by the Port Authority and secured by an assignment of the Special Assessments; and

WHEREAS, pursuant to Ordinance No. 246-2013 passed by Council on August 7, 2013, Ordinance No. 179-2014 passed by Council on June 25, 2014, Ordinance No. 272-2015 passed by Council on August 5, 2015, Ordinance No. 268-2016 passed by Council on August 3, 2016, and Ordinance No. 213-2017 passed by Council on August 9, 2017, each based upon and consistent with reports of the Administrator, the Certified Annual Installments of the Special Assessments were reapportioned, first among Hamilton County Parcel Numbers 051-0001-0001, 051-0001-0063, and 051-0001-0064 and, upon passage of Ordinance No. 213-2017, among Hamilton County Auditor Parcel Numbers 051-0001-0063, 051-0001-0064, 051-0001-0070, 051-0001-0071, 051-

0001-0074, 051-0001-0078, 051-0001-0079, 051-0001-0080, 051-0001-0081, 051-0001-0082, 051-0001-0083, 051-0001-0084, 051-0001-0085, 051-0001-0086, 051-0001-0087, 051-0001-0088, 051-0001-0089, 051-0001-0090, and 051-0001-0091, and the Certified Annual Installments to be collected, as reapportioned in the respective years, were reduced and certified for collection; and

WHEREAS, pursuant to Ordinance No. 244-2018 passed by Council on August 1, 2018, Ordinance No. 321-2019 passed by Council on August 7, 2019, Ordinance No. 270-2020 passed by Council on August 5, 2020, and Ordinance No. 311-2021 passed by Council on August 4, 2021, based upon and consistent with reports of the Administrator, the Certified Annual Installments of the Special Assessments to be collected in the years 2019 through 2022, as previously apportioned among Hamilton County Auditor Parcel Numbers 051-0001-0063, 051-0001-0064, 051-0001-0070, 051-0001-0071, 051-0001-0074, 051-0001-0078, 051-0001-0079, 051-0001-0080, 051-0001-0081, 051-0001-0082, 051-0001-0083, 051-0001-0084, 051-0001-0085, 051-0001-0086, 051-0001-0087, 051-0001-0088, 051-0001-0089, 051-0001-0090, and 051-0001-0091, were reduced to zero for each of the tax collection years from 2019 through 2022, and those reductions, and the amounts to be collected with respect to each such parcel in those years (\$0.00), were certified to the County Auditor; and

WHEREAS, the City has received a report of the Administrator for the current year (the "Administrator's Report") determining, among other things, that:

(i) There have been no parcel splits or consolidations since the passage of Ordinance No. 213-2017, and none of the Special Assessments should be reapportioned at this time;

(ii) the Special Assessment Roll for the Special Assessments, referenced in Exhibit A to Ordinance No. 228-2012, as most recently amended in Section 1 of Ordinance No. 213-2017, should not be amended and restated at this time;

(iii) the Certified Annual Installments of the Special Assessments, as apportioned and reapportioned in Exhibit D to Ordinance No. 228-2012, as most recently amended in Section 2 of Ordinance No. 213-2017, should not be amended and restated at this time;

(iv) the aggregate Annual Service Payment Credits (as defined in the Cooperative Agreement) for the current year (tax year 2022 and collection year 2023) are \$655,291.99, and such Annual Service Payment Credits are to be apportioned to each of the parcels included in the assessed lands in the same proportion as the Special Assessments; and

(v) the required Certified Annual Installments of the Special Assessments to be certified by the City to the Hamilton County, Ohio Auditor and collected by the Hamilton County, Ohio Treasurer in 2023 (with 2022 taxes) (i.e., the applicable Certified Annual Installments after applying the Annual Service Payment Credits, as allocated in accordance with the Administrator's Report), is \$0.00, requiring the annual Special Assessments for tax year 2022 to be reduced from the current aggregate Certified Annual Installments amount of \$655,291.99 to \$0.00 consistent with the Administrator's Report; now, therefore,

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

Section 1. That, pursuant to the Cooperative Agreement (that term and any other term used but not defined herein being used as defined in the recitals to this ordinance) and based upon the

Administrator’s Report: (a) the aggregate Annual Service Payment Credits for collection year 2023 shall be \$655,291.99; (b) such Annual Service Payment Credits shall be apportioned to each of the parcels included in the assessed lands in the same proportion as the Special Assessments; and (c) the aggregate required Certified Annual Installments of the Special Assessments to be certified by the City to the Hamilton County, Ohio Auditor and collected by the Hamilton County, Ohio Treasurer in 2023 (with tax year 2022 property taxes) shall be reduced from \$655,291.99 to \$0.00, all as shown in the following table:

Assessed Lands (Parcel Number)	Current Year Certified Annual Installment	Current Year Annual Service Payment Credit	Special Assessments to be Certified for Collection in 2023
051-0001-0063	\$ 63,391.10	\$ 63,391.10	\$0.00
051-0001-0064	98,144.31	98,144.31	\$0.00
051-0001-0070	134,127.96	134,127.96	\$0.00
051-0001-0071	37,247.81	37,247.81	\$0.00
051-0001-0074	15,113.70	15,113.70	\$0.00
051-0001-0078	14,822.54	14,822.54	\$0.00
051-0001-0079	41,339.58	41,339.58	\$0.00
051-0001-0080	21,710.31	21,710.31	\$0.00
051-0001-0081	31,954.35	31,954.35	\$0.00
051-0001-0082	36,005.50	36,005.50	\$0.00
051-0001-0083	12,352.28	12,352.28	\$0.00
051-0001-0084	12,766.55	12,766.55	\$0.00
051-0001-0085	11,839.59	11,839.59	\$0.00
051-0001-0086	13,137.55	13,137.55	\$0.00
051-0001-0087	10,197.71	10,197.71	\$0.00
051-0001-0088	13,945.60	13,945.60	\$0.00
051-0001-0089	67,370.01	67,370.01	\$0.00
051-0001-0090	13,664.47	13,664.47	\$0.00
051-0001-0091	6,161.07	6,161.07	\$0.00
Total	\$ 655,291.99	\$ 655,291.99	\$0.00

Section 2. That all existing provisions of Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020, and Ordinance No. 311-2021, not amended hereby and not inconsistent with this ordinance shall remain in full force and effect.

Section 3. That the Clerk of Council is hereby directed to deliver a certified copy of this ordinance to the Hamilton County, Ohio Auditor within fifteen (15) days after its adoption.

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 certify the revised Special Assessments to the Hamilton County, Ohio Auditor by the certification deadline of September 12, 2022.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager

202201606

Subject: Ordinance – DOTE: River Road Rehab Project Grant

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Rehabilitation (HAM-50-10.53 PID 110413) project (the “River Road Project”), which will rehabilitate River Road from Dart Street to Anderson Ferry Road; **AUTHORIZING** the City Manager to accept and appropriate grant resources in the amount of up to \$2,150,000 from Federal Highway Administration funding (ALN 20.205), administered by the Ohio Department of Transportation (“ODOT”), to newly created capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Project; **AUTHORIZING** the Director of Finance to deposit grant resources into capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant”; **AUTHORIZING** the City Manager to enter into a Local Public Agency Agreement with the Director of ODOT to complete the River Road Project; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT in order to complete the River Road Project.

This Ordinance does the following:

1. Establishes new capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Rehabilitation (HAM-50-10.53 PID 110413) project (the “River Road Project”), which will rehabilitate River Road from Dart Street to Anderson Ferry Road;
2. Authorizes the City Manager to accept and appropriate grant resources in the amount of up to \$2,150,000 from Federal Highway Administration Funding (ALN 20.205), administered by the Ohio Department of Transportation (ODOT), to newly established capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant”;
3. Authorizes the Director of Finance to deposit grant resources into capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant”;
4. Authorizes the City Manager to enter into a Local Public Agency Agreement with the Director of ODOT to complete the River Road Project; and
5. Authorizes the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the River Road Project.

On behalf of the City, ODOT applied for a grant in the amount of up to \$2,150,000 from the Federal Highway Administration (ALN 20.205) to support the River Road Project. City Council authorization is required to accept and appropriate the grant resources.

The City's estimated local match in the amount of \$3,400,000 will be provided from resources currently available in existing capital improvement program project account no. 980x233x232308, "Street Rehabilitation." No new FTEs are associated with this grant.

The River Road Project is in accordance with the "Connect" goal to "[d]evelop a regional transportation system that promotes economic vitality," and the strategy to "[u]se the City's transportation network to help facilitate economic development opportunities," as described on pages 139-143 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

ESTABLISHING new capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Rehabilitation (HAM-50-10.53 PID 110413) project (the “River Road Project”), which will rehabilitate River Road from Dart Street to Anderson Ferry Road; **AUTHORIZING** the City Manager to accept and appropriate grant resources in the amount of up to \$2,150,000 from Federal Highway Administration funding (ALN 20.205), administered by the Ohio Department of Transportation (“ODOT”), to newly created capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Project; **AUTHORIZING** the Director of Finance to deposit grant resources into capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant”; **AUTHORIZING** the City Manager to enter into a Local Public Agency Agreement with the Director of ODOT to complete the River Road Project; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT in order to complete the River Road Project.

WHEREAS, on behalf of the City of Cincinnati, the Ohio Department of Transportation (“ODOT”) applied for a grant in the amount of up to \$2,150,000 from Federal Highway Administration funding (ALN 20.205) to support the River Road Rehabilitation (HAM-50-10.53 PID 110413) project (the “River Road Project”), which will rehabilitate River Road from Dart Street to Anderson Ferry Road; and

WHEREAS, the City’s estimated local match in the amount of \$3,400,000 will be provided from resources currently available in existing capital improvement program project account no. 980x233x232308, “Street Rehabilitation”; and

WHEREAS, the City’s Department of Transportation and Engineering intends to fully cover the cost of project management, community involvement, and construction inspection from existing capital improvement program resources; and

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

WHEREAS, ODOT has already applied for the grant on behalf of the City, but the City will not accept resources without Council approval; and

WHEREAS, the River Road Project is in accordance with the “Connect” goal to “[d]evelop a regional transportation system that promotes economic vitality,” and the strategy to “[u]se the City’s transportation network to help facilitate economic development opportunities,” as described on pages 139-143 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That Council hereby authorizes the establishment of capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Rehabilitation (HAM-50-10.53 PID 110413) project (the “River Road Project”), which will rehabilitate River Road from Dart Street to Anderson Ferry Road.

Section 2. That the City Manager is hereby authorized to accept and appropriate resources in the amount of up to \$2,150,000 from Federal Highway Administration funding (ALN 20.205), administered by the Ohio Department of Transportation (“ODOT”), to newly created capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant,” for the purpose of providing resources for the River Road Project.

Section 3. That the Finance Director is hereby authorized to deposit the grant resources into capital improvement program project account no. 980x233x232364, “River Road Rehab (PID 110413) Grant.”

Section 4. That the City Manager is hereby authorized to enter into a Local Public Agency Agreement with the Director of ODOT to complete the River Road Project.

Section 5. That the City Manager is hereby authorized to do all things necessary to cooperate with the Director of ODOT in order to complete the River Road Project.

Section 6. That the City consents to the Director of ODOT moving forward to complete the River Road Project and shall cooperate as necessary.

Section 7. That the proper City officials are hereby authorized to use and expend the sum of \$2,150,000 in accordance with the provisions of Sections 1 through 6 herein.

Section 8. That this ordinance shall take effect and be in force by the earliest period allowed by law.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee 202201605

From: John P. Curp, Interim City Manager

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

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various public infrastructure projects throughout the City.

This Emergency Ordinance authorizes 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.

The Department of Transportation and Engineering (DOTE) applied for SORTA grants for fiscal year 2023 and fiscal year 2024 capital projects by the June 30, 2022 deadline. DOTE provided a list of potential projects that were included in the grant application, which are available in Attachment A. However, this list is subject to change. Grant resources will not be accepted without City Council approval.

Depending on the terms of the grant award for each project, local matching resources may be required for acceptance and would come from existing and future capital project accounts. No new FTEs are associated with these grants.

The implementation of various public infrastructure projects is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability,” 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 apply for grants awarded by the SORTA Transit Infrastructure Fund for fiscal year 2023 and fiscal year 2024 capital improvement projects.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

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- 2022

AUTHORIZING the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various public infrastructure projects throughout the City.

WHEREAS, the Department of Transportation and Engineering (“DOTE”) intends to apply for grants awarded by the Southwest Ohio Regional Transit Authority (“SORTA”) Transit Infrastructure Fund by June 30, 2022, for fiscal year 2023 and fiscal year 2024 capital improvement projects, in order to ensure the timely completion of various public infrastructure projects DOTE identifies as high priorities; and

WHEREAS, DOTE identified the attached list of potential projects as high priorities for which it intends to apply for assistance, although the list is subject to change and DOTE may apply for resources for projects not included in Attachment A; and

WHEREAS, depending on the terms of the grant award for each project, local matching funds would be required for acceptance; 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, if the City is awarded grants under the SORTA Transit Infrastructure Fund, DOTE will request authorization from Council in order to accept and appropriate such resources; and

WHEREAS, no additional FTEs are associated with these applications for grant funding; and

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

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

Section 1. That the City Manager is hereby authorized to apply for grants awarded by the Southwest Ohio Regional Transit Authority (“SORTA”) Transit Infrastructure Fund to ensure the

timely completion of various public infrastructure projects throughout the City, which may include the high priority projects listed in Attachment A.

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

Section 3. That this ordinance shall 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 apply for grants awarded by the SORTA Transit Infrastructure Fund for fiscal year 2023 and fiscal year 2024 capital improvement projects.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

- A. Anderson Ferry Drive Landslide:
- Landslide correction
 - Includes new walk
 - Total construction cost is approximately \$850,000
 - Design and local match will come from existing and future capital programs
- B. Art Museum Drive:
- Landslide correction
 - Includes new guardrail to meet park standard
 - Includes new walk
 - Total construction cost is approximately \$1,000,000
 - Design and local match will come from existing and future capital programs
- C. CTCS – OTR Fiber Project:
- Install/upgrade the Traffic Control System to Fiber Optic
 - Total construction is approximately \$10,500,000
- D. Erie & Rosslyn Safety Improvement:
- Realignment of the Erie/Rosslyn intersection to remove slip lanes
 - New traffic signal
 - Rehabilitation of Erie Avenue from Red Bank Road to Saybrook Avenue
 - Total construction cost is TBD
 - Design and local match will come from existing and future capital programs
- E. Fairbanks & Delhi Safety Improvement:
- Rehabilitation of Fairbanks Avenue and Delhi Avenue
 - Landslide correction
 - Realignment of the Fairbanks/Delhi intersection
 - Safety improvements throughout the project limits
 - Total construction is approximately \$3,500,000
- F. Jefferson Avenue Rehabilitation:
- Rehabilitation from MLK Boulevard to Calhoun Street
 - Pedestrian safety improvements at Jefferson/Corry intersection
 - Total construction is approximately \$3,000,000
 - Design and local match will come from existing and future capital programs
- G. Second Street Structure Repair:
- Repair of the joints on Second Street over the Transit Center
 - Total construction cost is TBD
 - Design and local match will come from existing and future capital programs

Transit Infrastructure Grant Potential Applications

- H. 7th Street Signal and Lighting Project:
- Project will replace failing traffic signal and street lighting infrastructure on 7th Street from Vine to Walnut and Vine Street between 7th and 8th Streets
 - Total construction cost is TBD
 - Design and local match will come from existing and future capital programs
- I. Wasson Way – Dana/Idlewild Crossing:
- Project will realign Idlewild Avenue approach to Dana Avenue
 - Total construction cost is TBD
 - Design and local match will come from existing and future capital programs
- J. W. 8th Street – Lower Price Hill Improvements:
- Installation of a traffic signal at W. 8th Street and Depot Street
 - Pedestrian safety improvements along W. 8th Street
 - Total construction cost is TBD
 - Design and local match will come from existing and future capital programs

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager **202201604**

Subject: Ordinance – DOTE: 2022 Pilot Program of Demonstration Projects for Destinations Serving Youth Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate the 2022 Pilot Program of Demonstration Projects for Destinations Serving Youth Grant in an amount up to \$10,000 from the National Center for Safe Routes to School program through the University of North Carolina at Chapel Hill to capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements,” for the purpose of providing resources for the construction of quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements”; and **AUTHORIZING** the City Manager to do all things necessary and to execute any agreements necessary for the receipt and administration of these grant resources.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate the 2022 Pilot Program of Demonstration Projects for Destinations Serving Youth Grant in an amount up to \$10,000 from the National Center for Safe Routes to School (SRTS) program through the University of North Carolina at Chapel Hill to existing capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements.” The grant will provide resources for quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood. This Ordinance also authorizes the Director of Finance to deposit the grant resources into existing capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements.” Finally, this Ordinance authorizes the City Manager to do all things necessary and to execute any agreements necessary for the receipt and administration of these grant resources.

The Department of Transportation and Engineering (DOTE) already applied for this grant. However, grant resources will not be accepted without City Council approval.

This grant does not require a local match or new FTEs.

The construction of quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood is in accordance with the

“Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[p]lan, design, and implement a safe and sustainable transportation system” and “[e]xpand options for non-automotive travel,” as described on pages 127-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate the 2022 Pilot Program of Demonstration Projects for Destinations Serving Youth Grant in an amount up to \$10,000 from the National Center for Safe Routes to School program through the University of North Carolina at Chapel Hill to capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements,” for the purpose of providing resources for the construction of quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x232x232383, “Pedestrian Safety Improvements”; and **AUTHORIZING** the City Manager to do all things necessary and to execute any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, pedestrian safety is an important priority for the City of Cincinnati; and

WHEREAS, grant resources are available in an amount of up to \$10,000 from the National Center for Safe Routes to School program through the University of North Carolina at Chapel Hill for the purpose of providing resources for the construction of quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood; and

WHEREAS, the Department of Transportation and Engineering has already applied for this grant, but the grant will not be accepted without Council approval; and

WHEREAS, no local match is required for this grant; and

WHEREAS, no additional FTEs are associated with this project; and

WHEREAS the construction of quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood, is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[p]lan, design, and implement a safe and sustainable transportation system” and “[e]xpand options for non-automotive travel,” as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate the 2022 Pilot Program of Demonstration Projects for Destinations Serving Youth Grant in an

amount up to \$10,000 from the National Center for Safe Routes to School program through the University of North Carolina at Chapel Hill to capital improvement program project account no. 980x232x232383, "Pedestrian Safety Improvements," for the purpose of providing resources for the construction of quick-build curb extensions on Linn Street, adjacent to the Lincoln Recreation Center in the West End neighborhood.

Section 2. That the Director of Finance is authorized to deposit the grant resources into capital improvement program project account no. 980x232x232383, "Pedestrian Safety Improvements."

Section 3. That the City Manager is authorized to do all things necessary and to execute any agreements necessary to carry out the terms of Sections 1 and 2 hereof.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201622

Subject: Emergency Ordinance – DOTE: ODOT Urban Transit Program Grant Application

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for financial assistance from the Ohio Department of Transportation for transit purposes under the Ohio Urban Transit Program for state fiscal year 2023.

This Emergency Ordinance authorizes the City Manager to apply for financial assistance from the Ohio Department of Transportation (ODOT) for transit purposes under the Ohio Urban Transit Program (UTP) for state fiscal year 2023.

The City is a direct recipient of Federal Transit Administration (FTA) Section 5307 funds and is eligible to apply for financial assistance for the Connector streetcar project under the UTP for state fiscal year 2023.

The Ohio UTP grant does not require a local match. No new FTEs are required.

Applying for Ohio UTP resources to support the Connector streetcar 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 to submit an application to ODOT under the UTP in order to meet applicable program deadlines.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

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- 2022

AUTHORIZING the City Manager to apply for financial assistance from the Ohio Department of Transportation for transit purposes under the Ohio Urban Transit Program for state fiscal year 2023.

WHEREAS, the Ohio Department of Transportation (“ODOT”) has been delegated the authority to award state financial assistance for transit projects under the Ohio Urban Transit Program (“UTP”), and the City wishes to apply for such financial assistance and other grants and assistance made available for the state fiscal year 2023; and

WHEREAS, the City is a direct recipient of Federal Transit Administration Section 5307 funds and is eligible to apply for financial assistance for the Connector streetcar project under the UTP for state fiscal year 2023; and

WHEREAS, there is no local match required for UTP project awards; and

WHEREAS, ODOT requires applicants for funding to include legislative authorization as part of the application process for award of UTP resources; and

WHEREAS, in making UTP applications for such financial assistance, the City will provide the annual certifications and assurances to the State of Ohio required for the Connector streetcar project, pursuant to any grants and to its status as a grantee; and

WHEREAS, applying for Ohio UTP resources to support the Connector streetcar is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for financial assistance from the Ohio Department of Transportation (“ODOT”) for transit purposes under the Ohio Urban Transit Program (“UTP”) for state fiscal year 2023.

Section 2. That the proper City officials are authorized to take all necessary and proper actions to provide certifications, assurances, and other documents that ODOT requires in advance of awarding financial assistance under the UTP.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to submit an application to ODOT under the UTP in order to meet applicable program deadlines.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager **202201608**

Subject: Ordinance – DOTE: Bridge Investment Program (BIP) Grant Application for Western Hills Viaduct

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grant resources in an amount of up to \$200,000,000 awarded by the United States Department of Transportation through the 2022 Bridge Investment Program (ALN 20.205) to provide resources for the construction of the Western Hills Viaduct.

This Ordinance authorizes the City Manager to apply for grant resources in an amount of up to \$200 million awarded by the United States Department of Transportation (DOT) through the 2022 Bridge Investment Program (BIP) (ALN 20.205) to provide resources for the construction of the Western Hills Viaduct.

The estimated cost of replacing the Western Hills Viaduct (WHV) is \$398 million and includes costs for design, right-of-way acquisition, construction, removals, and demolition of the existing viaduct after a new viaduct is complete and operational. The replacement of the WHV and the demolition of the existing viaduct is expected to take approximately ten years to complete.

The BIP grant may be used for up to 50 percent of eligible project costs and requires a 50 percent match, of which a minimum of 20 percent must be local matching sources. Anticipated local matching sources include future allocations in the “Western Hills Viaduct,” “Maintenance Fund for Bridges,” and the “Bridge Rehabilitation Program” capital improvement program project accounts. If awarded grant funding, the Department of Transportation and Engineering (DOTE) will request City Council authorization to accept the grant and will only accept an amount for which matching resources are available.

No new FTEs are associated with this grant.

The Western Hills Viaduct replacement project is in accordance with the “Connect” goal to “[d]evelop a regional transportation system that promotes economic vitality,” and the strategy to “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012)

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for grant resources in an amount of up to \$200,000,000 awarded by the United States Department of Transportation through the 2022 Bridge Investment Program (ALN 20.205) to provide resources for the construction of the Western Hills Viaduct.

WHEREAS, the total current estimated cost of replacing the Western Hills Viaduct is \$398,000,000, including costs for design, right-of-way acquisition, construction, removal, and demolition of the existing viaduct after a new viaduct is complete and operational; and

WHEREAS, replacement of the Western Hills Viaduct and the demolition of the existing viaduct is expected to take approximately ten years to complete; and

WHEREAS, the Bridge Investment Program (“BIP”) grant may be used for up to 50 percent of eligible project costs, and requires a 50 percent match, of which a minimum of 20 percent must be local matching funds; and

WHEREAS, local matching sources are expected to come from various sources including future allocations of resources in the “Western Hills Viaduct,” “Maintenance Fund for Bridges,” and the “Bridge Rehabilitation Program” capital improvement program project accounts; and

WHEREAS, the application for the BIP grant resources may be submitted prior to the effective date of this ordinance to meet the application deadline of August 9, 2022; and

WHEREAS, if awarded grant funding, the Department of Transportation and Engineering will require authorization from Council in order to accept the funds and will only accept a grant amount for which matching funds are available; and

WHEREAS, there are no new FTEs associated with the acceptance of these grants; and

WHEREAS, the Western Hills Viaduct replacement project is in accordance with the “Connect” goal to “[d]evelop a regional transportation system that promotes economic vitality,” and the strategy to “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for grant resources in an amount of up to \$200,000,000 awarded by the United States Department of Transportation through the

2022 Bridge Investment Program (ALN 20.205) to provide resources for the construction of the Western Hills Viaduct.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201623

Subject: **Emergency Ordinance – Police: FY 2022 Urban Area Security Initiative (UASI) Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$591,655, effective FY 2023, from the United States Department of Homeland Security, Federal Emergency Management Agency, through the FY 2022 Homeland Security Grant Program, Urban Area Security Initiative (ALN 97.067), for the purpose of providing funding for clothing, communications equipment, physical barriers, and license plate reader mobile cameras for the Cincinnati Police Department’s Special Weapons and Tactics team and Civil Disturbance Response Team; and **AUTHORIZING** the Finance Director to deposit the grant resources into Law Enforcement Grant Fund 368, Project Account No. 22UASI.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$591,655, effective FY 2023, from the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the FY 2022 Homeland Security Grant Program, Urban Area Security Initiative (UASI) (ALN 97.067), for the purpose of providing funding for clothing, communications equipment, physical barriers, and license plate reader mobile cameras for the Cincinnati Police Department’s Special Weapons and Tactics (SWAT) team and Civil Disturbance Response Team (CDRT). This Emergency Ordinance also authorizes the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22UASI.

The grant is one of three programs that constitute the Homeland Security Grant Program (HSGP) with a focus on enhancing the ability of state, local, tribal, and territorial governments to prevent, protect, respond, and recover from terrorist attacks. The Hamilton County Emergency Management & Homeland Security Agency serves as the regional fiscal agency, and the Ohio Emergency Management Agency (OEMA) serves as the state administrative agency for DHS and FEMA.

The grant application deadline for Hamilton County was June 10, 2022. The grant application deadline for the Federal Emergency Management Agency (FEMA) was June 13, 2022. Should this Emergency Ordinance not be approved, the grant award will not be accepted.

The grant does not require any matching funds and would not create any additional FTEs.

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

The reason for the emergency is the immediate need to accept the awarded funds in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

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- 2022

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$591,655, effective FY 2023, from the United States Department of Homeland Security, Federal Emergency Management Agency, through the FY 2022 Homeland Security Grant Program, Urban Area Security Initiative (ALN 97.067), for the purpose of providing funding for clothing, communications equipment, physical barriers, and license plate reader mobile cameras for the Cincinnati Police Department’s Special Weapons and Tactics team and Civil Disturbance Response Team; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22UASI.

WHEREAS, the Homeland Security Grant Program (“HSGP”) is comprised of three programs, which all focus on enhancing the ability of state, local, tribal, and territorial governments to prevent, protect, respond, and recover from terrorist attacks, and the City applies for and receives grants from all of these programs; and

WHEREAS, through a FY 2022HGSP, Urban Area Security Initiative (“UASI”) grant (ALN 97.067), up to \$591,655 is available from the United States Department of Homeland Security (“DHS”), Federal Emergency Management Agency (“FEMA”); and

WHEREAS, the UASI grant would be used by the Cincinnati Police Department (“CPD”) to fund equipment needs for the Special Weapons and Tactics team and Civil Disturbance Response Team, including clothing, communications equipment, physical barriers, and license plate reader mobile cameras, which will be used to enhance the protection of soft targets and crowded places and support intelligence and information analysis and sharing; and

WHEREAS, the UASI grant is a federal grant which is passed through the state administrative agency to the region, with each region having a fiscal agent; and

WHEREAS, the Hamilton County Emergency Management & Homeland Security Agency serves as the regional fiscal agency, and the Ohio Emergency Management Agency serves as the state administration agency for DHS and FEMA; and

WHEREAS, the grant does not require any matching funds and would not create any additional FTEs; and

WHEREAS, CPD has already applied for the grant, but grant funding will not be accepted without approval from Council; and

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

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio: Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to \$591,655, effective FY 2023, from the United States Department of Homeland Security, Federal Emergency Management Agency, through the FY 2022 Homeland Security Grant Program, Urban Area Security Initiative (ALN 97.067), for the purpose of providing funding for clothing, communications equipment, physical barriers, and license plate reader mobile cameras for the Cincinnati Police Department's Special Weapons and Tactics team and Civil Disturbance Response Team.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22UASI.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the awarded funds in a timely manner.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee 202201595

From: John P. Curp, Interim City Manager

Subject: **Emergency Ordinance – Police: FY 2022-2023 Impaired Driving Enforcement Program (IDEP) Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$60,000 from the Ohio Department of Public Safety, Ohio Traffic Safety Office, for the purpose of providing funds for the FY 2023 Impaired Driving Enforcement Program (IDEP), ALN 20.608; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Account No. 22IDEP.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount up to \$60,000 from the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO), for the purpose of providing funds for the FY 2023 Impaired Driving Enforcement Program (IDEP), ALN 20.608. This Emergency Ordinance further authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Account No. 22IDEP.

IDEP aims to reduce deaths and injuries resulting from vehicular accidents due to operating a vehicle under the influence (OVI), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions.

The grant does not require matching funds and no new FTEs are associated with the grant.

The grant application deadline was May 31, 2022. Should this Emergency Ordinance not be approved, the grant award will not be accepted.

This ordinance is in accordance with the “Live” goal to “[c]reate a more livable community” as described on page 156 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept funds in accordance with the program timelines.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

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AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$60,000, from the Ohio Department of Public Safety, Ohio Traffic Safety Office, for the purpose of providing funds for the FY 2023 Impaired Driving Enforcement Program (IDEP), ALN 20.608; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Account No. 22IDEP.

WHEREAS, a grant in the amount of up to \$60,000 is available from the Ohio Department of Public Safety, Ohio Traffic Safety Office, to fund the FY 2023 Impaired Driving Enforcement Program; and

WHEREAS, this program aims to reduce deaths and injuries resulting from vehicular accidents due to OVI (Operating Vehicle Under Influence), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions; and

WHEREAS, the grant does not require matching funds and no new FTEs are associated with the grant; and

WHEREAS, the grant application deadline was May 31, 2022, and the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate an Impaired Driving Enforcement Program Grant in an amount up to \$60,000, from the Ohio Department of Public Safety, Ohio Traffic Safety Office, to provide funds for the FY 2023 Impaired Driving Enforcement Program (IDEP), ALN 20.608.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 22IDEP.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept funds in accordance with the program timelines.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201624

Subject: **Emergency Ordinance – Police: FY 2022-2023 Selective Traffic Enforcement Program (STEP) Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program grant of up to \$60,000, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and high visibility enforcement efforts to reduce fatal accidents; and **AUTHORIZING** the Finance Director to deposit the grant resources into Law Enforcement Grant Fund 368, Project Account No. 22STEP.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount up to \$60,000 from the State of Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) (ALN 20.600), for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and high visibility enforcement efforts to reduce fatal accidents. This Emergency Ordinance also authorizes the Finance Director to deposit the grant resources into Law Enforcement Grant Fund 368, Project Account No. 22STEP.

The Selective Traffic Enforcement Program (STEP) aims to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and high visibility enforcement efforts to reduce fatal accidents.

The grant application deadline was May 31, 2022. Should this Emergency Ordinance not be approved, the grant award will not be accepted.

The grant does not require any matching funds and would not create any additional FTEs.

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

The reason for the emergency is to ensure that the City can accept the STEP grant funds in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



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AUTHORIZING the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program grant of up to \$60,000 from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and high visibility enforcement efforts to reduce fatal accidents; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22STEP.

WHEREAS, a Selective Traffic Enforcement Program (“STEP”) grant is available from the United States Department of Transportation through the Ohio Department of Public Safety, Ohio Traffic Safety Office, in an amount up to \$60,000; and

WHEREAS, STEP aims to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, operating a vehicle under the influence, and high visibility enforcement efforts to reduce fatal accidents; and

WHEREAS, the STEP grant does not require matching funds; and

WHEREAS, there are no new FTEs associated with the STEP grant; and

WHEREAS, the Cincinnati Police Department already applied for the STEP grant due to the application deadline of May 31, 2022, but the STEP grant will not be accepted without Council approval; and

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

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a Selective Traffic Enforcement Program (“STEP”) grant of up to \$60,000 from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, for the purpose of funding a program to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control,

restraint violations, operating a vehicle under the influence, and high visibility enforcement efforts to reduce fatal accidents.

Section 2. That the Finance Director is hereby authorized to deposit the STEP grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 22STEP.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the City can accept the STEP grant funds in a timely manner.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee 202201600
From: John P. Curp, Interim City Manager
Subject: **Ordinance – FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG)**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$289,158 from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation (ALN 16.738); and further **AUTHORIZING** the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478, project account no. 22JAG.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount up to \$289,158 from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA), Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation (ALN 16.738). This Ordinance further authorizes the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478, project account no. 22JAG.

This grant application is shared with Hamilton County Pre-Trial Services, who would evenly divide the proceeds, with the City receiving an additional 10% for administration costs for a total of \$159,037. The Cincinnati Police Department (CPD) will use the grant funds to conduct Police Visibility Overtime (PVO) and fund a Sexual Assault Advocate Program contract with Women Helping Women (WHW).

The grant application deadline is August 8, 2022. Should this Ordinance not be approved, the training provided by the sub-grant will not be accepted. The grant does not add any additional FTEs, nor requires matching funds.

This grant is in accordance with the Live goal to “[c]reate a more livable community” as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment



City of Cincinnati

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An Ordinance No. _____

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AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$289,158 from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation (ALN 16.738); and further **AUTHORIZING** the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478, project account no. 22JAG.

WHEREAS, a grant of up to \$289,158 is available from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program (ALN 16.738) to be jointly awarded to the City of Cincinnati and Hamilton County, Ohio; and

WHEREAS, the terms of the grant application require that the City of Cincinnati and Hamilton County jointly apply for the grant and enter into a Memorandum of Understanding specifying the terms under which the grant will be divided between the City and Hamilton County; and

WHEREAS, the Memorandum of Understanding will specify that the grant will be divided equally, minus a 10% administrative fee that the City will charge to Hamilton County, whereby the City will receive a total of \$159,037; and

WHEREAS, the Cincinnati Police Department will use the City's portion of the grant for the Police Visibility Overtime program and the Sexual Assault Advocate program contract with Women Helping Women; and

WHEREAS, there are no local matching funds or FTE increases associated with the grant; and

WHEREAS, the grant deadline is August 8, 2022, but no grant funds will be accepted prior to Council approval; and

WHEREAS, the grant is in accordance with the "Live" goal to "[c]reate a more livable community" as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant of up to \$289,158 from the United States Department of Justice, Bureau of Justice

Assistance, Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation (ALN 16.738).

Section 2. That the Director of Finance is authorized to deposit the grant funds into Justice Assistance Grant Fund 478, project account no. 22JAG.

Section 3. That the proper City officials are authorized to use and expend said funds in compliance with the terms of the grant and 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: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee 202201607
From: John P. Curp, Interim City Manager
Subject: **Emergency Ordinance – Health: Interact for Health Grant to Reduce Youth Vaping**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$50,000 from Interact for Health for the purpose of reducing youth vaping among Walnut Hills and Western Hills students as an alternative to suspension and cessation; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a one-time grant in the amount of \$50,000 from Interact for Health for the purpose of reducing youth vaping among Walnut Hills and Western Hills students as an alternative to suspension and cessation. This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

Grant objectives include providing INDEPTH facilitator training to school staff, holding two school-wide assemblies to engage students in tobacco prevention and cessation efforts, and to implement the INDEPTH program at both locations.

No new FTEs are associated with the grant, and the grant resources do not require matching local funds. The Cincinnati Health Department applied for this grant on March 29, 2022, and was notified of the grant award on April 27, 2022, but will not accept any funds without approval of the City Council.

This ordinance is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept grant to begin the tobacco cessation programming requirements for the new school year.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

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AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$50,000 from Interact for Health for the purpose of reducing youth vaping among Walnut Hills and Western Hills students as an alternative to suspension and cessation; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

WHEREAS, a grant is available in the amount of \$50,000 from Interact for Health to be awarded to the City of Cincinnati Health Department (“CHD”) for the purpose of reducing youth vaping among Walnut Hills and Western Hills students as an alternative to suspension and cessation; and

WHEREAS, grant objectives include providing INDEPTH facilitator training to school staff, holding two school-wide assemblies to engage students in tobacco prevention and cessation efforts, and implementing the INDEPTH program at both locations; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs associated with this grant; and

WHEREAS, CHD applied for this grant on March 29, 2022, and was notified of the grant award on April 27, 2022, but will not accept any funds without approval of Council; and

WHEREAS, this ordinance is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati,” as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of \$50,000 from Interact for Health for the purpose of reducing youth vaping among Walnut Hills and Western Hills students as an alternative to suspension and cessation.

Section 2. That the Finance Director is hereby authorized to receive and deposit the grant funds into Public Health Research Fund 350x8571.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept grant funds to begin the tobacco cessation programming requirements for the new school year.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager

202201625

Subject: Ordinance – Health: Get Vaccinated OHIO Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$319,631 from the Get Vaccinated OHIO Public Health Initiative for the purpose of supporting activities that will increase immunization rates in children under two years of age, school aged children, and adolescents; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in the amount of \$319,631 from the Get Vaccinated OHIO Public Health Initiative for 2022-2023 for the purpose of supporting activities that will increase immunization rates in children under two years of age, school aged children, and adolescents. This Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

The Get Vaccinated Ohio Project is a state funded competitive grant designed to support activities to increase immunization rates in children under two years of age, school aged children and adolescents. Grant activities will include immunization assessment, targeted reminders and recall, identifying disparities of low immunization levels, educational activities involving families and providers, assuring schools report vaccination rates and school education, and assuring the vaccination of high-risk infants exposed to hepatitis B disease as methods of increasing immunization rates for both public and private immunization providers.

No new FTEs are associated with the grant, and the grant resources do not require matching local funds. The Cincinnati Health Department applied for this grant on March 3, 2022, and was notified of the grant award on May 23, 2022, but will not accept any funds without the approval of City Council.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$319,631 from the Get Vaccinated OHIO Public Health Initiative for the purpose of supporting activities that will increase immunization rates in children under two years of age, school aged children, and adolescents; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8571.

WHEREAS, a grant is available in the amount of \$319,631 from the Get Vaccinated OHIO Public Health Initiative to be awarded to the City of Cincinnati Health Department (“CHD”) for the purpose of supporting activities that will increase immunization rates in children under two years of age, school aged children, and adolescents; and

WHEREAS, grant objectives include immunization assessment, targeted reminders and recall, identifying disparities of low immunization levels, educational activities involving families and providers, assuring schools report on vaccination rates and school education, and assuring the vaccination of high-risk infants exposed to hepatitis B disease as methods of increasing immunization rates for both public and private immunization providers; and

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

WHEREAS, CHD applied for this grant on March 3, 2022, and was notified of the grant award on May 23, 2022, but will not accept any funds without the approval of Council; and

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

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of \$319,631 from the Get Vaccinated OHIO Public Health Initiative for the purpose of supporting activities that will increase immunization rates in children under two years of age, school aged children, and adolescents.

Section 2. That the Finance Director is hereby authorized to receive and deposit the grant funds into Public Health Research Fund 350x8571.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of this grant and 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: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201621

Subject: Ordinance – Health: National Association of County and City Health Officials (NACCHO) Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$20,000 from the National Association of County and City Health Officials for the purpose of providing one-on-one technical assistance to the Cincinnati Health Department to translate “Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments” results into actionable guidance to improve internal capacity for addressing the intersection of suicide, overdose, and adverse childhood experiences; and further **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350x8571.

This Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of up to \$20,000 from the National Association of County and City Health Officials (NACCHO) for the purpose of providing one-on-one technical assistance to the Cincinnati Health Department to translate “Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments” (SPACECAT) results into actionable guidance to improve internal capacity for addressing the intersection of suicide, overdose, and adverse childhood experiences. This Ordinance would also authorize the Director of Finance to deposit the grant funds into Public Health Research Fund 350x8571.

No new FTEs are associated with the grant, and the grant resources do not require matching local funds. The Cincinnati Health Department applied for the grant on February 18, 2022, and was notified of the grant award on March 8, 2022, but no grant funds will be accepted without approval of the City Council.

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

The Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$20,000 from the National Association of County and City Health Officials for the purpose of providing one-on-one technical assistance to the Cincinnati Health Department to translate “Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments” results into actionable guidance to improve internal capacity for addressing the intersection of suicide, overdose, and adverse childhood experiences; and further **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350x8571.

WHEREAS, a grant is available from the National Association of County and City Health Officials to provide one-on-one technical assistance to the Cincinnati Health Department to translate “Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments” (“SPACECAT”) results into actionable guidance; and

WHEREAS, objectives for the technical assistance include demonstrating how SPACECAT results can be used to identify strengths and opportunities for improvement, and identifying and developing priority areas and action plans to enhance capacity in prevention of suicide, overdose, and adverse childhood experiences; and

WHEREAS, no local matching funds or additional FTEs are associated with the grant; and

WHEREAS, the Cincinnati Health Department applied for the grant on February 18, 2022, and was notified of the grant award on March 8, 2022, but no grant funds will be accepted without approval of Council; and

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

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant of \$20,000 from the National Association of County and City Health Officials for the purpose of providing one-on-one technical assistance to the Cincinnati Health Department to translate “Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences

Prevention for Local Health Departments” results into actionable guidance to improve internal capacity to address the intersection of suicide, overdose, and adverse childhood experiences.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund 350x8571.

Section 3. That the proper City officials are authorized to use and expend said funds in compliance with the terms of the grant and 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: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201610

Subject: **Ordinance – Health: Ohio Department of Health, Bureau of Maternal, Child and Family Health Cribs for Kids Grant**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$135,500 from the Ohio Department of Health, Bureau of Maternal, Child and Family Health, and its “Cribs for Kids” program for the purpose of decreasing Ohio’s infant mortality rate by ensuring infants have a safe sleep environment by distributing cribs in Hamilton County and providing families with education about safe sleep practices; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8536.

This Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount up to \$135,500 from the Ohio Department of Health (ODH), Bureau of Maternal, Child and Family Health for the purpose of decreasing Ohio’s infant mortality rate by ensuring infants have a safe sleep environment by distributing cribs in Hamilton County and providing families with education about safe sleep practices. This Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350x8536.

No new FTEs are associated with the grant, and the grant resources do not require matching local funds. The Cincinnati Health Department applied for the grant on May 31, 2022, but the grant will not be accepted without City Council approval.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$135,500 from the Ohio Department of Health, Bureau of Maternal, Child and Family Health, and its “Cribs for Kids” program for the purpose of decreasing Ohio’s infant mortality rate by ensuring infants have a safe sleep environment by distributing cribs in Hamilton County and providing families with education about safe sleep practices; and **AUTHORIZING** the Finance Director to deposit the grant funds into Public Health Research Fund 350x8536.

WHEREAS, the Cincinnati Health Department strives to protect the safety of children and reduce infant mortality rates; and

WHEREAS, the Cincinnati Health Department had an opportunity to apply for a grant of up to \$135,500 from the Ohio Department of Health, Bureau of Maternal, Child and Family Health, and its “Cribs for Kids” program for the purpose of decreasing Ohio’s infant mortality rate by ensuring infants have a safe sleep environment by distributing cribs in Hamilton County and providing families with education about safe sleep practices; and

WHEREAS, the Cincinnati Health Department applied for the grant on May 31, 2022, but the grant will not be accepted without Council approval; and

WHEREAS, there are no additional FTEs associated with this grant, and there are no matching fund requirements; and

WHEREAS, the Cribs for Kids grant is in accordance with the Sustain goal to “[b]ecome a healthier Cincinnati,” as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$135,500 from the Ohio Department of Health, Bureau of Maternal, Child and Family Health, and its “Cribs for Kids” program for the purpose of decreasing Ohio’s infant mortality rate by ensuring infants have a safe sleep environment by distributing cribs in Hamilton County and providing families with education about safe sleep practices.

Section 2. That the Finance Director is authorized to deposit the funds into Public Health Research Fund 350x8536.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201619

Subject: Emergency Ordinance – GCWW: Grant Funding for the Study of Emergent Groundwater Contaminants

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager or his designee to apply for, accept and appropriate grant funds from the Ohio Environmental Protection Agency in the amount of up to \$500,000 for the purpose of reimbursing costs incurred by the Greater Cincinnati Water Works in identifying sources of groundwater contamination, monitoring for the compounds, and evaluating treatment options of emerging contaminants, including perfluoroalkyl and polyfluoroalkyl substances, in drinking water to the Greater Cincinnati Water Works Funds 101 and 756; and **AUTHORIZING** the Finance Director to deposit any such grant funds received into Greater Cincinnati Water Works Fund No. 101, Revenue Account No. 101x8527 and Fund No. 756, Revenue Account No. 756x8527.

The Ohio Environmental Protection Agency (OEPA) plans to administer grant funding through its Clean Water and Drinking Water State Revolving Fund as part of the Bipartisan Infrastructure Law, specifically for public water systems, like the Greater Cincinnati Water Works (GCWW), to study the presence of emerging contaminants, including perfluoroalkyl and polyfluoroalkyl substances (PFAS) in drinking water. GCWW intends to apply for \$500,000 in grant money to reimburse the cost of performing testing and identification of potential contaminant sources for the drinking water processed at the Charles M. Bolton Water Plant. The grant funds would also assist in evaluating any potential treatment options for water processed at the Charles M. Bolton Water Plant.

The reason for the emergency is the immediate need to apply for and obtain grant funding approval.

The Administration recommends passage of this Emergency Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works
Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachment

EMERGENCY

ALA

- 2022

AUTHORIZING the City Manager or his designee to apply for, accept, and appropriate grant funds from the Ohio Environmental Protection Agency in the amount of up to \$500,000 for the purpose of reimbursing costs incurred by the Greater Cincinnati Water Works in identifying sources of groundwater contamination, monitoring for the compounds, and evaluating treatment options of emerging contaminants, including perfluoroalkyl and polyfluoroalkyl substances, in drinking water to the Greater Cincinnati Water Works Funds 101 and 756; and **AUTHORIZING** the Finance Director to deposit any such grant funds received into Greater Cincinnati Water Works Fund No. 101, Revenue Account No. 101x8527 and Fund No. 756, Revenue Account No. 756x8527.

WHEREAS, the Ohio Environmental Protection Agency (“OEPA”) through its Clean Water and Drinking Water State Revolving Fund will administer grant funding available as part of the Bipartisan Infrastructure Law for public water systems to monitor and address the presence of perfluoroalkyl and polyfluoroalkyl substances (“PFAS”) in drinking water; and

WHEREAS, the Greater Cincinnati Water Works (“GCWW”) operates the Charles M. Bolton Water Plant (“the Plant”) and wishes to perform testing, identify potential contaminant sources, and evaluate potential treatment options for the drinking water processed at the Plant to address discharges of PFAS through wastewater and other sources of emergent contaminants in order to comply with the EPA’s National Primary Drinking Water Regulation expected in the fall of 2023, setting a national primary drinking water regulation for PFAS; and

WHEREAS, GCWW intends to apply to OEPA’s Clean Water and Drinking Water State Revolving Fund for grant resources to reimburse GCWW for the cost of identifying, analyzing, monitoring, and evaluating treatment options for emerging contaminants and PFAS within the water system, particularly the Plant; and

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

WHEREAS, there are no matching funds required with acceptance of this grant; now, therefore,

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

Section 1. That the City Manager or his designee is hereby authorized to apply for, accept, and appropriate grant funds in the amount of up to \$500,000 from the Ohio Environmental Protection Agency for the purpose of reimbursing the costs incurred by the Greater Cincinnati

Water Works in identifying, analyzing, monitoring, and evaluating treatment options for emerging contaminants and perfluoroalkyl and polyfluoroalkyl substances at the Charles M. Bolton Water Plant, to the Greater Cincinnati Water Works Funds 101 and 756.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the grant funds into Greater Cincinnati Water Works Fund No. 101, Revenue Account No. 101x8527 and Fund No. 756, Revenue Account No. 756x8527.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to apply for and obtain grant funding approval.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201615

Subject: Ordinance – Cincinnati Recreation Commission (CRC): Humana Donation for Senior Programming

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation in an amount of up to \$10,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support for senior programming in underrepresented communities; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 8571.

Approval of this Ordinance will authorize the City Manager to accept and appropriate a donation in an amount up to \$10,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support for senior programming in underrepresented communities. This Ordinance will also authorize the Finance Director to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 8571.

The Cincinnati Recreation Foundation is providing the funds, originally donated by Humana, Inc., to the Cincinnati Recreation Commission for the purpose of providing support for senior programming in underrepresented communities.

This donation requires no matching funds. There are no new FTEs associated with the donation.

Acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as well as the strategy to “[u]nite our communities,” as described on pages 207-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to accept and appropriate a donation in an amount of up to \$10,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support for senior programming in underrepresented communities; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 8571.

WHEREAS, the Cincinnati Recreation Foundation received a donation in an amount of \$10,000 from Humana, Inc. to fund senior programming which the Cincinnati Recreation Commission (“CRC”) provides to underrepresented communities; and

WHEREAS, the Cincinnati Recreation Foundation is granting the funds to the CRC to provide funding for senior programming in underrepresented communities; and

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

WHEREAS, acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 207-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a donation in an amount of up to \$10,000 from the Cincinnati Recreation Foundation for the purpose of providing funding support for senior programming in underrepresented communities.

Section 2. That the Director of Finance is hereby authorized to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 8571.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201617

Subject: Ordinance – Parks: Park Board Commissioners’ Fund Monetary Donation

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners’ Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

Approval of this Ordinance will authorize the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners’ Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks. This Ordinance would also authorize the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

The Cincinnati Park Board Commissioners’ Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board. This donation will provide resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks.

This donation requires no matching funds. There are no new FTEs associated with the donation.

Acceptance of this donation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment,” and strategy to “[p]rotect our natural resources,” as described on pages 193-196 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

WHEREAS, the Park Board Commissioners' Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board; and

WHEREAS, acceptance of a donation totaling \$500,000 from the Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide salary reimbursements, acquire Krohn Conservatory's gift shop inventory, and provide resources for other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners approved the use of \$500,000 and requested the distribution of the resources from the Park Board Commissioners' Fund; and

WHEREAS, there are no matching funds requirements or additional FTEs associated with the acceptance of this donation; and

WHEREAS, the acceptance of the donation is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment," and strategy to "[p]rotect our natural resources," as described on pages 193-196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks.

Section 2. That the Finance Director is hereby authorized to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201603

Subject: **Emergency Ordinance – DCED: Transfer of American Rescue Plan (ARP) Neighborhood Activation Program Funding to the Neighborhood Business District Support Grant Program**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and return to source of the sum of \$625,000 from American Rescue Plan grant project account no. 469x101xARP017, “Neighborhood Activation Fund,” to the unappropriated surplus of Local Fiscal Recovery Fund 469; and **AUTHORIZING** the transfer and appropriation of the sum of \$625,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to existing American Rescue Plan grant project account no. 469x101xARP028, “Neighborhood Business District Support Grants,” for the purpose of providing additional resources for a second round of direct awards to small businesses and infrastructure projects assisting small businesses in response to the negative economic impacts of the COVID-19 pandemic.

Approval of this Emergency Ordinance will authorize the transfer of \$625,000 from American Rescue Plan grant project account no. 469x101xARP017, “Neighborhood Activation Fund,” to the unappropriated surplus of Local Fiscal Recovery Fund 469. This Emergency Ordinance would further authorize the transfer and appropriation of the sum of \$625,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to existing American Rescue Plan grant project account no. 469x101xARP028, “Neighborhood Business District Support Grants,” for the purpose of providing additional resources for a second round of direct awards to small businesses and infrastructure projects assisting small businesses in response to the negative economic impacts of the COVID-19 pandemic.

The Neighborhood Activation Fund provided awards for neighborhood activation and events in public spaces throughout the City. There is \$625,000 of remaining resources in the “Neighborhood Activation Fund” ARP grant project account. There are no eligible Neighborhood Activation projects remaining in queue. Thus, funds can be reallocated to the “Neighborhood Business District Support Grants” ARP grant project account to better meet the demand for that program. The Neighborhood Business District Support Grants (NBDSG) program provides direct awards to small businesses and infrastructure projects assisting small businesses in response to the negative economic impacts of the COVID-19 pandemic.

In partnership with Homebase Cincinnati, the Department of Community and Economic Development (DCED) conducted two rounds of grant funding. The City was able to fund just under \$1,000,000 of the \$4,000,000 requested by NBDSG applicants in the first round of NBDSG funding, and the second round of NBDSG funding attracted 137 applications.

The City's NBDSG program is in accordance with the "Compete" goal to "[c]ultivate our position as the most vibrant and economically healthiest part of our region," and strategy to "[t]arget investment to geographic areas where there is already economic activity," as described on pages 114-117 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to proceed with the second round of Neighborhood Business District Support Grant program awards to provide assistance as soon as possible to small businesses negatively impacted by the COVID-19 pandemic.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

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-2022

AUTHORIZING the transfer and return to source of the sum of \$625,000 from American Rescue Plan grant project account no. 469x101xARP017, “Neighborhood Activation Fund,” to the unappropriated surplus of Local Fiscal Recovery Fund 469; and **AUTHORIZING** the transfer and appropriation of the sum of \$625,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to existing American Rescue Plan grant project account no. 469x101xARP028, “Neighborhood Business District Support Grants,” for the purpose of providing additional resources for a second round of direct awards to small businesses and infrastructure projects assisting small businesses in response to the negative economic impacts of the COVID-19 pandemic.

WHEREAS, the City received funding from the United States Department of the Treasury pursuant to the American Rescue Plan (“ARP”) Act as part of the Coronavirus Local Fiscal Recovery Fund Act; and

WHEREAS, a portion of the ARP funding was appropriated to ARP grant project account no. 469x101xARP017, “Neighborhood Activation Fund,” for the purpose of providing direct awards for neighborhood activation and events in public spaces throughout the City; and

WHEREAS, the City’s Neighborhood Business District Support Grant (“NBDSG”) program, which also utilizes ARP funds, provides direct awards to small businesses and infrastructure projects assisting small businesses in response to the negative economic impacts of the COVID-19 pandemic; and

WHEREAS, the City was able to fund just under \$1,000,000 of the \$4,000,000 requested by NBDSG applicants in the first round of NBDSG funding, and the second round of NBDSG funding attracted 137 applications; and

WHEREAS, \$625,000 of the remaining resources in the “Neighborhood Activation Fund” ARP grant project account can be reallocated to the ARP grant project account no. 469x101xARP028, “Neighborhood Business District Support Grants,” to help provide resources for the second round of NBDSG program awards; and

WHEREAS, the City’s NBDSG program is in accordance with the “Compete” goal to “[c]ultivate our position as the most vibrant and economically healthiest part of our region,” and strategy to “[t]arget investment to geographic areas where there is already economic activity” as described on pages 114-117 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the sum of \$625,000 is hereby transferred and returned to source Local Fiscal Recovery Fund 469 from American Rescue Plan (“ARP”) grant project account no. 469x101xARP017, “Neighborhood Activation Fund.”

Section 2. That the sum of \$625,000 is hereby transferred and appropriated from the unappropriated surplus of Local Fiscal Recovery Fund 469 to existing ARP grant project account no. 469x101xARP028, “Neighborhood Business District Support Grants,” for the purpose of providing additional resources for a second round of direct awards to small businesses and infrastructure projects assisting small businesses in response to the negative economic impacts of the COVID-19 pandemic.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to proceed with the second round of Neighborhood Business District Support Grant program awards to provide assistance as soon as possible to small businesses negatively impacted by the COVID-19 pandemic.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201594

Subject: **Emergency Ordinance – Police: Moral Obligation Payment to Velecor LLC**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$21,858.94 from the non-personnel operating budget account no. 050x225x2433x7288, “General Fund Cincinnati Police Department’s Investigation’s Bureau,” as a moral obligation to Velecor LLC for IT support services provided to the Greater Cincinnati Fusion Center between January and June 2022.

This Emergency Ordinance authorizes the Finance Director to make a payment of \$21,858.94 from the non-personnel operating budget account no. 050x225x2433x7288, “General Fund Cincinnati Police Department’s Investigation’s Bureau,” as a moral obligation to Velecor LLC for IT support services provided to the Greater Cincinnati Fusion Center (GCFC) between January and June 2022.

The Cincinnati Police Department became the host agency for the Greater Cincinnati Fusion Center beginning on January 1, 2022. Velecor was already providing IT support services at the GCFC through Hamilton County, Ohio, including real time monitoring services, endpoint antivirus software, proactive maintenance, security patches, and help desk support, and continued to provide services to the City prior to the proper certification and encumbrance of funds to a new contract with the City. Because of this, a moral obligation payment is required.

The reason for the emergency is the immediate need to make payment to Velecor LLC for outstanding charges relating to the services provided to the Cincinnati Police Department.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

IMD

- 2022

AUTHORIZING the payment of \$21,858.94 from the non-personnel operating budget account no. 050x225x2433x7288, “General Fund Cincinnati Police Department’s Investigations Bureau,” as a moral obligation to Velecor LLC for IT support services provided to the Greater Cincinnati Fusion Center between January and June 2022.

WHEREAS, on January 1, 2022, the Cincinnati Police Department (“CPD”) became the host agency for the Greater Cincinnati Fusion Center (“GCFC”), which plays a vital role in countering violent extremism and protecting local communities from violent crime through daily operations and intelligence gathering and dissemination; and

WHEREAS, the Sheriff’s Office of Hamilton County, Ohio (the “County”) was previously the host agency for the GCFC; and

WHEREAS, when CPD became the host agency for the GCFC, Velecor LLC (“Velecor”) was already providing IT support services at the GCFC, including real time monitoring services, endpoint antivirus software, proactive maintenance, security patches, and help desk support; and

WHEREAS, the contract for IT support services between Velecor and the County did not transfer to the City when it became the host agency for the GCFC, and the City is in the process of negotiating the terms of a new contract with Velecor; and

WHEREAS, sufficient funds are available in the non-personnel operating budget account no. 050x225x2433x7288, “General Fund Cincinnati Police Department’s Investigations Bureau,” to pay for the services provided by Velecor at the GCFC between January and June 2022; and

WHEREAS, Council desires to provide payment to Velecor for such services in an amount totaling \$21,858.94; 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 \$21,858.94 from the non-personnel operating budget account no. 050x225x2433x7288, “General Fund Cincinnati Police Department’s Investigations Bureau,” as a moral obligation to Velecor LLC for IT support services provided to the Greater Cincinnati Fusion Center between January and June 2022.

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 Velecor LLC for outstanding charges relating to the services provided to the Cincinnati Police Department.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 3, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager 202201618

Subject: **Emergency Ordinance – Police: Moral Obligation Payment to DB3 Solutions, Inc.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING a payment totaling \$25,783.98 to DB3 Solutions, Inc. as a moral obligation of the City of Cincinnati for janitorial services provided to the Cincinnati Police Department (“CPD”) in June 2022, from the following CPD General Fund non-personnel operating budget accounts and in the following amounts: \$12,319.99 from account no. 050x222x1100x7271, \$4,927.99 from account no. 050x222x1200x7271, \$3,696.00 from account no. 050x222x1500x7271, \$920.00 from account no 050x226x3320x7271, \$1,840.00 from account no. 050x226x3610x7271, \$1,080.00 from account no. 050x226x3482x7271, and \$1,000 from account no. 050x222x1600x7271.

This Emergency Ordinance authorizes a payment totaling \$25,783.98 to DB3 Solutions, Inc. as a moral obligation of the City of Cincinnati for janitorial services provided to the Cincinnati Police Department (CPD) in June 2022, from the following CPD General Fund non-personnel operating budget accounts and in the following amounts: \$12,319.99 from account no. 050x222x1100x7271, \$4,927.99 from account no. 050x222x1200x7271, \$3,696.00 from account no. 050x222x1500x7271, \$920.00 from account no 050x226x3320x7271, \$1,840.00 from account no. 050x226x3610x7271, \$1,080.00 from account no. 050x226x3482x7271, and \$1,000 from account no. 050x222x1600x7271.

The Cincinnati Police Department entered into a new contract term for janitorial services with DB3 Solutions, Inc. beginning on June 1, 2022. Funds were not timely certified in June 2022 for the new DB3 contract, and a moral obligation is needed to process payment for janitorial services rendered during FY 2022 prior to the certification of the funds. The Cincinnati Police Department has identified the issue which led to the certification oversight and has certified funds for the new contract term to avoid the need for future moral obligations.

The reason for the emergency is the immediate need to make payment to DB3 for outstanding charges relating to the janitorial services provided to CPD in June 2022.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

IMD

- 2022

AUTHORIZING a payment totaling \$25,783.98 to DB3 Solutions, Inc. as a moral obligation of the City of Cincinnati for janitorial services provided to the Cincinnati Police Department (“CPD”) in June 2022, from the following CPD General Fund non-personnel operating budget accounts and in the following amounts: \$12,319.99 from account no. 050x222x1100x7271, \$4,927.99 from account no. 050x222x1200x7271, \$3,696 from account no. 050x222x1500x7271, \$920 from account no 050x226x3320x7271, \$1,840 from account no. 050x226x3610x7271, \$1,080 from account no. 050x226x3482x7271, and \$1,000 from account no. 050x222x1600x7271.

WHEREAS, on June 1, 2022, the Cincinnati Police Department (“CPD”) entered into a new contract term for janitorial services provided by DB3 Solutions, Inc. (“DB3”); and

WHEREAS, funds were not timely certified in June 2022 for the new DB3 contract, and a moral obligation is needed to process payment to DB3 for janitorial services rendered in June 2022 prior to the certification of the funds; and

WHEREAS, CPD has identified the issue which led to the certification oversight and has certified the new DB3 contract to avoid the need for future moral obligations; and

WHEREAS, sufficient funds are available in CPD’s General Fund non-personnel operating budget account nos. 050x222x1100x7271, 050x222x1200x7271, 050x222x1500x7271, 050x226x3320x7271, 050x226x3610x7271, 050x226x3482x7271, and 050x222x1600x7271 to pay for the janitorial services provided by DB3 in June 2022; and

WHEREAS, Council desires to provide payment to DB3 for such services in an amount totaling \$25,783.98; 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 totaling \$25,783.98 to DB3 Solutions, Inc. (“DB3”) as a moral obligation of the City of Cincinnati for janitorial services provided to the Cincinnati Police Department (“CPD”) in June 2022, from the following CPD General Fund non-personnel operating budget accounts and in the following amounts: \$12,319.99 from account no. 050x222x1100x7271, \$4,927.99 from account no. 050x222x1200x7271, \$3,696 from account no. 050x222x1500x7271, \$920 from account no

050x226x3320x7271, \$1,840 from account no. 050x226x3610x7271, \$1,080 from account no. 050x226x3482x7271, and \$1,000 from account no. 050x222x1600x7271.

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 DB3 for outstanding charges relating to the janitorial services provided to CPD in June 2022.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: July 28, 2022

To: Vice Mayor Jan-Michele Lemon Kearney
From: Andrew Garth, City Solicitor *AWG*
Subject: **Emergency Ordinance – FY 2023 Reappropriation**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the transfer and appropriation of the sum of \$5,000 from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources for the Christ Temple Baptist Church summer camp program; and **AUTHORIZING** the transfer and appropriation of the sum of \$5,000 from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources for 1N5.

AWG/AKS/(lnk)
Attachment
367818

EMERGENCY

City of Cincinnati

An Ordinance No. _____ - 2022

AKS

AWB

AUTHORIZING the transfer and appropriation of the sum of \$5,000 from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources for the Christ Temple Baptist Church summer camp program; and **AUTHORIZING** the transfer and appropriation of the sum of \$5,000 from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources for 1N5.

WHEREAS, \$10,000 was included in the Approved FY 2022 Budget for Vice-Mayor Kearney’s Office, which was returned to the unappropriated surplus of the General Fund at the end of fiscal year 2022; and

WHEREAS, Council wishes to provide one-time resources in the amount of \$5,000 for the Christ Temple Baptist Church summer camp program in fiscal year 2023; and

WHEREAS, Council wishes to provide one-time resources in the amount of \$5,000 for 1N5 in fiscal year 2023; now, therefore,

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

Section 1. That the sum of \$5,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources for the Christ Temple Baptist Church summer camp program.

Section 2. That the sum of \$5,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 for the purpose of providing one-time resources to 1N5.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make these resources available in fiscal year 2023 and to ensure that contracts related to these resources can be executed promptly.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager **202201601**

Subject: Emergency Ordinance – CMO: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act Emergency Rental Assistance (ERA)

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate the sum of up to \$3,000,000 from the United States Department of the Treasury as provided by the Coronavirus Response and Relief Supplemental Appropriations Act to Fund 473, “COVID-19,” City Manager’s Office non-personnel operating budget account no. 473x101x7400 for the purpose of providing reimbursement of or resources for an Emergency Rental Assistance program to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and further **AUTHORIZING** the Finance Director to deposit the funds in Fund 473, “COVID-19,” revenue account no. 473x8543.

This Emergency Ordinance authorizes the City Manager to accept and appropriate the sum of up to \$3.0 million from the U.S. Department of the Treasury as provided by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) to Fund 473, “COVID-19,” City Manager’s Office non-personnel operating budget account no. 473x101x7400 for the purpose of providing reimbursement of or resources for an Emergency Rental Assistance program to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. This Emergency Ordinance also authorizes the Finance Director to deposit the fund in Fund 473, “COVID-19,” revenue account no. 473x8543.

The City is eligible to receive additional funding from the United States Department of the Treasury pursuant to the CRRSA based on a reallocation of returned funds from other Ohio jurisdictions. These additional resources will be employed through the City’s existing ERA program to reimburse eligible expenditures and to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic.

Additional guidance will be forthcoming from the U.S. Department of the Treasury on eligible uses of the funds and an ordinance will be presented to City Council to appropriate the funds for additional purposes, if any, once guidance is provided.

The reason for the emergency is the immediate need to accept and appropriate the resources in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

MSS

- 2022

AUTHORIZING the City Manager to accept and appropriate the sum of up to \$3,000,000 from the United States Department of the Treasury as provided by the Coronavirus Response and Relief Supplemental Appropriations Act to Fund 473, “COVID-19,” City Manager’s Office non-personnel operating budget account no. 473x101x7400, for the purpose of providing reimbursement of or resources for an Emergency Rental Assistance program to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and further **AUTHORIZING** the Finance Director to deposit the funds into Fund 473, “COVID-19,” revenue account no. 473x8543.

WHEREAS, the City is eligible to receive additional funding from the United States Department of the Treasury pursuant to the Coronavirus Response and Relief Supplemental Appropriations Act based on a reallocation of returned funds from other Ohio jurisdictions; and

WHEREAS, the additional funds received by the City will be employed through the City’s Emergency Rental Assistance program to reimburse eligible expenditures and to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, additional guidance will be forthcoming from the Department of the Treasury on eligible uses of the funds and an ordinance will be presented to Council to appropriate the funds for additional purposes, if any, once that guidance is provided; now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a Coronavirus Response and Relief Supplemental Appropriations Act allocation from the United States Department of the Treasury in an amount up to \$3,000,000 into Fund 473, “COVID-19,” City Manager’s Office non-personnel operating budget account no. 473x101x7400, for the purpose of providing reimbursement of or resources for an Emergency Rental Assistance program to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the funds into Fund 473, “COVID-19,” revenue account no. 473x8543.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 2 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 and appropriate the resources in a timely manner.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

August 1, 2022

To: Members of the Budget and Finance Committee

From: John P. Curp, Interim City Manager

202201616

Subject: Emergency Ordinance – Establishing New Opioid Settlement Fund

Attached is an Emergency Ordinance captioned:

ESTABLISHING new Fund 475, “Opioid Settlement,” for receipt of funds from the OneOhio Opioid Distributor Settlement for eligible expenses pursuant to the OneOhio memorandum of understanding related to OneOhio Abatement Strategies including Community Recovery, Statewide Innovation & Recovery, and Sustainability; and **AUTHORIZING** the Director of Finance to accept and deposit annual settlement payments into Opioid Settlement Fund 475.

This Emergency Ordinance establishes new Fund 475, “Opioid Settlement,” for receipt of funds from the OneOhio Opioid Distributor Settlement for eligible expenses pursuant to the OneOhio memorandum of understanding related to OneOhio Abatement Strategies including Community Recovery, Statewide Innovation & Recovery, and Sustainability. This Emergency Ordinance further authorizes the Director of Finance to accept and deposit annual settlement payments into Opioid Settlement Fund 475.

The City of Cincinnati is eligible to receive annual payments over 18 years from the OneOhio Distributor Settlement with McKesson, Cardinal, and AmerisourceBergen. Per the Ohio Auditor of State, a new fund is required in order accept these resources.

The settlement resources will be used for eligible expenses that address healthcare needs stemming from the opioid crisis, in accordance with the OneOhio memorandum of understanding related to OneOhio Abatement Strategies including Community Recovery, Statewide Innovation & Recovery, and Sustainability, and Auditor of State Bulletin No. 2022-003.

The reason for the emergency is the immediate need to accept the funding and comply with the guidance established by the Auditor of State.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

KKF

-2022

ESTABLISHING new Fund 475, “Opioid Settlement,” for receipt of funds from the OneOhio Opioid Distributor Settlement for eligible expenses pursuant to the OneOhio memorandum of understanding related to OneOhio Abatement Strategies including Community Recovery, Statewide Innovation & Recovery, and Sustainability; and **AUTHORIZING** the Director of Finance to accept and deposit annual settlement payments into Opioid Settlement Fund 475.

WHEREAS, the City of Cincinnati is eligible to receive annual payments over 18 years from the OneOhio Distributor Settlement with McKesson, Cardinal, and AmerisourceBergen; and

WHEREAS, the settlement resources will be used for eligible expenses that address healthcare needs stemming from the opioid crisis, in accordance with the OneOhio memorandum of understanding related to OneOhio Abatement Strategies including Community Recovery, Statewide Innovation & Recovery, and Sustainability, and Auditor of State Bulletin No. 2022-003; and

WHEREAS, the City of Cincinnati requires a fund to accept the Opioid Distributor Settlement resources; now, therefore,

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

Section 1. That new Fund 475, “Opioid Settlement,” is hereby established for receipt of funds from the OneOhio Opioid Distributor Settlement for eligible expenses pursuant to the OneOhio memorandum of understanding related to OneOhio Abatement Strategies including Community Recovery, Statewide Innovation & Recovery, and Sustainability.

Section 2. That the Director of Finance is hereby authorized to accept annual settlement payments and deposit them into Opioid Settlement Fund 475.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the funding and comply with the guidance established by the Auditor of State.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk