



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

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, November 14, 2022

1:00 PM

Council Chambers, Room 300

AGENDA

REPORTS

1. [202202008](#) **REPORT**, dated 11/2/2022, submitted Sheryl M. M. Long, City Manager, regarding the Cincinnati Retirement System CY2021 Annual Report provided by the Cincinnati Retirement System Board of Trustees.

Sponsors: City Manager

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

GRANTS AND DONATIONS

2. [202202041](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **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](#)

3. [202202044](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, professional services, and contracted services, valued at approximately \$57,031.66, to benefit and improve various City parks.

Sponsors: City Manager

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

4. [202202047](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to accept and appropriate a donation in the amount of \$500 from the Clifton Area Neighborhood Council for the purpose of hosting a community Halloween event; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

Sponsors: City Manager

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

5. [202202050](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to accept an in-kind donation of six cans of infant formula valued at approximately \$107.94 from Dr. Sarah Tarai of the Cincinnati Primary Care Center for the purpose of providing care to patients at the Cincinnati Health Department.

Sponsors: City Manager

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

6. [202202045](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 37) for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

Sponsors: City Manager

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

7. [202202046](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$25,000 from the Greater Cincinnati Foundation to the Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 for the purpose of providing resources to support the City's Urban Agriculture Program; and **AUTHORIZING** the Finance Director to deposit the grant resources into General Fund revenue

account no. 050x8571.

Sponsors: City Manager

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

8. [202202048](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to apply for grant resources in an amount up to \$2,535,400 from the Ohio Child Care Stabilization Sub-Grant through the Ohio Child Care Resource and Referral Association and the Ohio Department of Job and Family Services for the purpose of supporting up to thirteen of the Cincinnati Recreation Commission's licensed neighborhood childcare programs.

Sponsors: City Manager

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

9. [202202049](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$8,200 from the Cincinnati Police Department Community Preventive Education Grant Program for the purpose of providing resources for the Cincinnati Recreation Commission's annual Track and Field program; and **AUTHORIZING** the Finance Director to deposit the grant funds into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

Sponsors: City Manager

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

EASEMENTS

10. [202202042](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting a utility easement across a portion of City-owned property generally located at 1600 Gest Street in the Lower Price Hill neighborhood of Cincinnati.

Sponsors: City Manager

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

11. [202202052](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to execute a *Grant of Easement* in favor of LPH Thrives, LLC, pursuant to which the City of Cincinnati will grant an

encroachment easement upon a portion of West Eighth Street in Lower Price Hill.

Sponsors: City Manager

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

12. [202202054](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/9/2022, **AUTHORIZING** the City Manager to execute a plat entitled *Easement Vacation Plat E-1047Q2/WSL-3611* to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the J. Eggleston Military Survey No. 609, Anderson Township, Hamilton County, Ohio being part of Parcel 4 of the Original Plat of Anderson Towne Center as shown on a plat recorded in Plat Book 373, Page 56-57, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

ADJOURNMENT

November 2, 2022

202202008

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **Cincinnati Retirement System CY2021 Annual Report**

Attached is the Cincinnati Retirement System's CY2021 Annual Report provided by the Cincinnati Retirement System Board of Trustees.

cc: William "Billy" Weber, Assistant City Manager
Michael Barnhill, Executive Director, Cincinnati Retirement System

To: Mayor and Members of City Council
From: Cincinnati Retirement System Board of Trustees
Copy: Sheryl Long, City Manager
Date: September 30, 2022
Subject: Cincinnati Retirement System CY2021 Annual Report

This report is from the Cincinnati Retirement System (CRS) Board of Trustees (Board) and provides the City Council with the state of the CRS Pension Trust and Healthcare Trust. This summary report, together with the CRS Financial Report, is intended to provide a comprehensive summary of the status of the Cincinnati Retirement System, in compliance with the CRS Board's reporting requirements as set out in the City's Administrative Code and Board Rules. The report is as of December 31, 2021. For additional information, please see the City's Annual Comprehensive Financial Report, Actuarial Valuations, and Investment Results on the CRS website.

The CRS is governed by the Collaborative Settlement Agreement (CSA). Under the CSA, the CRS Pension Trust is to be 100% funded by 2045. Under the CSA, the Healthcare Trust is to be 100% funded through 2045.

Given the current and projected funding positions of the Pension Trust, we recommend that the City Council continue to take action to increase the funding of the Pension Trust. In addition, we recommend that the City Manager continue to work with class counsel to finalize a funding policy for the Healthcare Trust. The City's municipal code requires that the City obtain input and recommendations from the CRS Board.

Background

The purposes of the CRS Pension Trust and Healthcare Trust are to provide promised retirement benefits and healthcare benefits to eligible retired city employees. CRS is a defined benefit plan that was established in 1931. The Collaborative Settlement Agreement (CSA) was approved in 2015 to settle litigation and provide a comprehensive strategy to stabilize CRS while securing sustainable and competitive retirement benefits for both current and future retirees.

As of December 31, 2021, there were 2,580 full-time active members, 4,390 pensioners receiving pension payments (which includes 184 members in the DROP plan who are still working), and 4,909 pensioners and spouses receiving healthcare benefits.

The CRS Board serves as an independent fiduciary on behalf of active and retired members of the retirement system. The Board retains Marquette Associates, an independent investment consulting firm, and Cheiron, a pension and healthcare actuarial consulting firm, both of which specialize in public sector retirement plans. Marquette and the Board have developed and follow a disciplined investment policy that can be found on the CRS website. Cheiron calculates the actuarial value of assets and liabilities and projects the funded status of the Trusts in future years based on professional actuarial standards and practices.

The assumed investment rate of return and discount rate for calculating liabilities is 7.5% per year as prescribed in the CSA. The annualized capital market rates of return for the past 5 and 10 years as of December 31, 2021, were 10.31% and 9.54%, respectively. CRS investment performance is at or above the median of peer public defined benefit retirement plans.

The table below highlights the actuarial value of assets, liabilities, and funded ratios.

	<u>Assets</u>	<u>Liabilities</u>	<u>Funded Ratio</u>
Pension			
Actuarial Value	\$1,831,955	\$2,560,259	71.6%
Market Value	\$2,001,579	\$2,560,259	78.2%
Health			
Actuarial Value	\$525,774	\$362,352	145.1%
Market Value	\$573,939	\$362,352	158.4%

Pension Trust

A goal of the CSA is to establish a projected 100% funding ratio in 30 years (i.e., by 12/31/2045). The assumptions used in finalizing the CSA projected that the Pension Trust would be fully funded in 30 years if all of the assumptions played out exactly. The status of the annual contributions and distributions is described below:

- The active employees contribute 9% of covered payroll to the Pension Trust as required by the CSA;
- The City contributes the minimum rate per the CSA of 16.25% of full-time covered payroll to the Pension Trust. (The General Fund represents 35% of covered payroll and other non-general funds represent 65% of covered payroll.);
- In CY2021, the City began contributing a payment to amortize the cost of the 2020 Early Retirement Incentive Plan (ERIP) over 15 years. Cheiron estimates that payment at 1.34% of payroll for this additional benefit, bringing the City’s contribution rate for the year to 17.59%;
- The Actuarially Determined Contribution (ADC) for the Pension Trust, as calculated by the actuary, is the annual employer contribution amount required to bring the Pension to a fully funded status in 30 years. **The ADC for FY2021 was 30.67% of covered payroll (as set by the CY2019 actuarial valuation). The actual contribution of 17.59% means the City contributed 57.4% of the actuarial recommendation;**

- Benefit payments and expenses have significantly exceeded employer and employee contributions for over a decade placing CRS in the bottom quartile among other public pension funds with negative cashflows. This means that CRS continues to liquidate a relatively large amount of assets to pay for benefits and expenses. This also means that CRS is much more dependent on investment returns than most public pension plans.

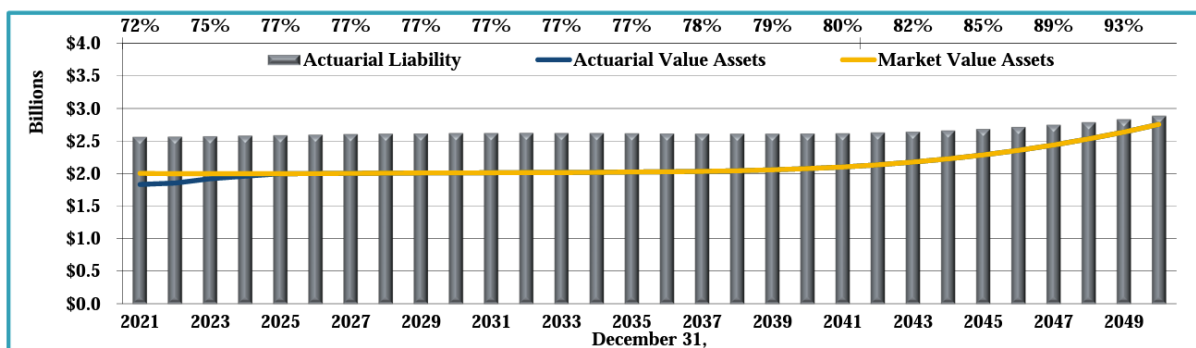
The following events occurred after the CSA was finalized:

- Ordinance 336, which reflects changes made in finalizing the CSA that increased liabilities, was approved by City Council in 2016;
- Revisions to actuarial assumptions (e.g., longer life span of retirees) occurred as recommended by the actuary and approved by the CRS Board;
- Annualized 5-year investment returns (2017 – 2021) were 10.31% as of December 31, 2021 vs. the assumed 7.5%. However, CRS is especially sensitive to the timing of capital market swings because it continues to liquidate assets to pay benefits when the capital market drops. This requires more time for the remaining assets to recover from capital market volatility;
- The City offered the ERIP in 2020 that provided two (2) additional years of service to eligible participants resulting in earlier retirements, additional benefits, and an increase in liabilities;
- The Deferred Retirement Option Plan (DROP) established in the CSA is required to be cost neutral, but it has increased the liabilities of the Pension Trust by \$11.6mm according to the initial review by the actuary.

The actuary’s latest revised funding progress for the Pension Trust, which includes the impact of the DROP and the ERIP, projects the funded ratio will reach nearly 100% by 2050 which is five years beyond the term of the CSA. However, if 2022 is a year in which returns are 0% (currently negative as of the date of this report), the actuary projects that 100% funding will not be achieved until 2073. As noted, CRS funding is highly dependent on investment returns.

The graph below reflects the City’s minimum required contributions of 16.25% of covered payroll for 30 years. It also includes the recommended budget’s \$2.7 million contribution per year for the next 15 years to pay for the ERIP liabilities and assumes the CSA benchmark return of 7.5% investment return for all future years.

Pension Trust

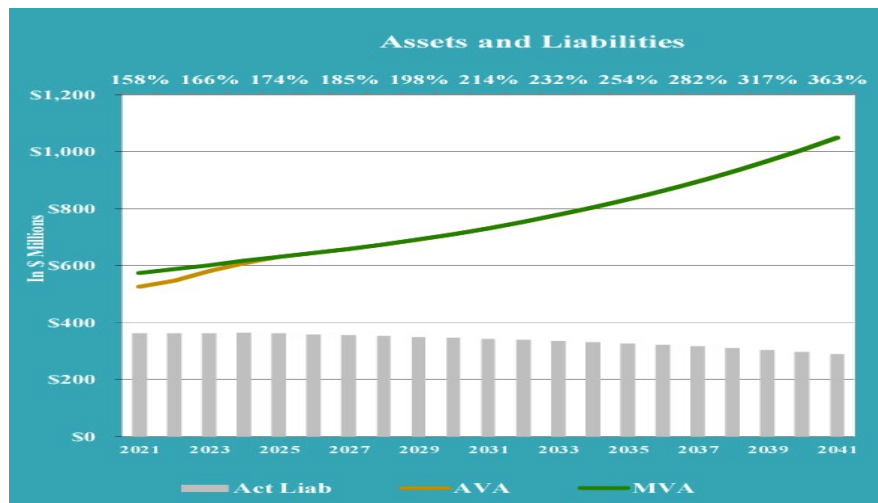


Healthcare Trust

At the time of the CSA signing, the Healthcare Trust was fully funded, and the City was required per the CSA to develop and present a proper funding policy to fully fund the healthcare trust at actuarially appropriate levels. The funding policy would keep the Trust fully funded over the lifetimes of current and future retirees and their beneficiaries covered by the CSA. Implementation of a full funding policy will assure that the Healthcare Trust remains fully funded to provide promised benefits. The Healthcare Trust is irrevocable and its assets must be used exclusively for healthcare benefits for CRS retirees and their beneficiaries. The City has yet to adopt a Healthcare Trust funding policy as required by the CSA and there have been no City contributions to the Trust since the CSA was signed.

In the graph below, the bars represent liabilities and the lines represent the actuarial value of assets (AVA) and the market value of assets (MVA) assets. The graph reflects that the Healthcare Trust is fully funded in 2021 and beyond. This is based on current assumptions being fully met. A funding policy would safeguard the trust for retirees and their beneficiaries in the future should the assumptions not be achieved.

Healthcare Trust



Investment Performance

While the simple conclusion may be to achieve higher returns or “invest our way out of this,” CRS’ investment performance has been solid relative to what the capital markets have provided. The 7.5% annualized return assumption remains a high hurdle as well as optimistic given persistent capital market volatility and the outlook of many investment consultants. The median investment return assumption of U.S. public retirement systems has steadily decreased over the past several years and is currently 7.0%. Our investment policy and portfolio allocation are

already among the more aggressive pension systems in our effort to achieve the 7.5% target with an acceptable level of risk, given the high negative cash flow.

The following chart reflects the annual rates of return and 10-year compound return. CRS has achieved the 7.5% CSA assumption. The poor capital market performance this year is likely to have a negative impact on CRS investment performance in 2022 and negatively affect the 10-year compound return.

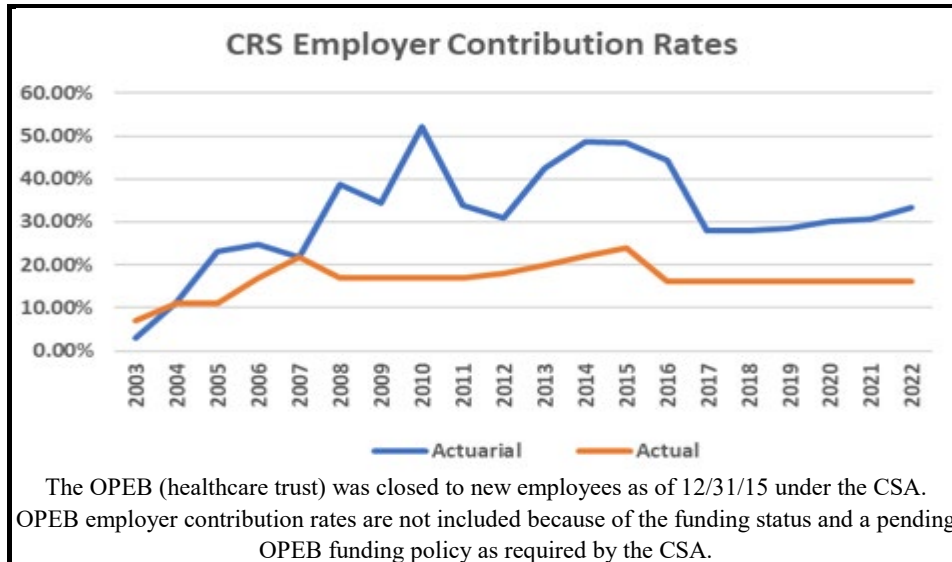
Annual CRS Rates of Investment Return		
<u>Plan Year</u>	Investment Return	
	<u>Assumption</u>	<u>Market Return</u>
2011	7.50%	0.88%
2012	7.50%	12.06%
2013	7.50%	16.99%
2014	7.50%	6.46%
2015	7.50%	-0.11%
2016	7.50%	9.24%
2017	7.50%	14.51%
2018	7.50%	-3.93%
2019	7.50%	16.40%
2020	7.50%	8.03%
2021	7.50%	18.06%
10-Year compound Average		9.54%
5-Year Compound Average		10.31%

The Board’s Investment Policy provides for a well-diversified portfolio across asset class, sector, investment managers and securities. The chart below is designed to achieve the 7.5% return with an acceptable level of risk.

<u>Asset Class</u>	<u>Policy %</u>
Fixed Income	17.00%
U.S. Equity	27.50%
Non-U.S. Equity	23.00%
Risk Parity	5.00%
Real Estate	7.50%
Infrastructure	10.00%
Private Equity	10.00%
Total	100.00%

Employer Contributions

In a defined benefit retirement plan such as CRS, the employer is responsible for providing benefits (as opposed to a defined contribution plan) and the employer generally accepts the financial risk. The Actuarially Determined Contribution (ADC) is the actuary recommended employer contribution to achieve full funding in 30 years. The chart below reflects the Pension Trust ADC and the City employer contribution for the last 20 years. By not contributing the ADC the unfunded liability increases over time meaning that the actuarial liability exceeds the value of assets.



Conclusion

The CRS Pension Trust and Healthcare Trust are undoubtedly challenged in providing promised retirement benefits. When the Collaborative Settlement Agreement was implemented, the Pension Trust and Healthcare Trust were projected to be fully funded in 30 years by 2045. For the Pension Trust this is no longer the case.

At the close of 2021, the Pension Trust has recovered somewhat as a result of extraordinary returns. By mid-2022, however, much of those excess returns are gone as a result of capital market losses. Funding vigilance therefore remains a priority for the Board. The future of the Health Care Trust is also uncertain due to the lack of a funding policy as required by the CSA. The following are possible solutions:

1. Increase City contributions to the Pension Trust above the minimum required amount of 16.25%, as provided for in the CSA. The Board has formally recommended an increase in rates by 0.5% each year until the actuarial projections reflect anticipated full funding by 2045. However, given the poor investment experience in 2022, the CRS actuary advises that an incremental approach will require annual rate increases of 0.75%

(includes DROP and ERIP). The Board acknowledges and appreciates the use of variable General Fund carryover to reduce unfunded pension obligations. Nonetheless, a more stable and predictable path to full funding is necessary. Failure to increase the City’s annual contribution rate will result in the CRS Pension Funded Ratio steadily decreasing until it reaches 52% in 2045; alternatively, incremental increases in the rate are required to achieve 100% funding by 2045:

Schedule of Funded Ratios	Earnings Assumption = 7.5%			
	Flat E'r Rate of 16.25%		Increase E'r Rate by 0.75%	
	E'r Contr Rate	Funded Ratio	E'r Contr Rate	Target Funded Ratio
12/31/2021	16.25%	70.15%	16.25%	70.15%
12/31/2022	16.25%	69.01%	17.00%	69.07%
12/31/2023	16.25%	69.44%	17.75%	69.65%
12/31/2024	16.25%	68.76%	18.50%	69.20%
12/31/2025	16.25%	68.02%	19.25%	68.78%
12/31/2026	16.25%	67.28%	20.00%	68.47%
12/31/2027	16.25%	66.52%	20.75%	68.26%
12/31/2028	16.25%	65.74%	21.50%	68.16%
12/31/2029	16.25%	64.94%	22.25%	68.18%
12/31/2030	16.25%	64.11%	23.00%	68.35%
12/31/2031	16.25%	63.26%	23.75%	68.67%
12/31/2032	16.25%	62.39%	24.50%	69.18%
12/31/2033	16.25%	61.50%	25.25%	69.89%
12/31/2034	16.25%	60.59%	26.00%	70.85%
12/31/2035	16.25%	59.67%	26.75%	72.06%
12/31/2036	16.25%	58.76%	27.50%	73.59%
12/31/2037	16.25%	57.75%	28.25%	75.34%
12/31/2038	16.25%	56.76%	28.25%	77.37%
12/31/2039	16.25%	55.80%	28.25%	79.69%
12/31/2040	16.25%	54.87%	28.25%	82.33%
12/31/2041	16.25%	54.03%	28.25%	85.31%
12/31/2042	16.25%	53.27%	28.25%	88.65%
12/31/2043	16.25%	52.61%	28.25%	92.37%
12/31/2044	16.25%	52.07%	28.25%	96.47%
12/31/2045	16.25%	51.66%	28.25%	100.96%

Cheiron Projection, September 2022

- Increase investment performance by increasing risk. Generally, there are several strategies affecting increased investment return. These include using different investment managers, making a riskier asset allocation, and attempting to lower fees. There is little we can do regarding these factors because we believe we have the appropriate managers, the appropriate asset allocation, and fees are already on the low end. With regard to asset allocation, the only way to increase expected returns in the future is to lower the fixed income allocation and add more to equities or other “riskier”

assets. Investment performance has been solid over time and the risk level of the portfolio is already aggressive relative to our peers. The Board and the investment consultant believe that taking any more risk would be imprudent. Conversely, taking less risk would decrease our chances of achieving the 7.5% target;

3. Reduce benefits. While unpopular and considered the last resort, reducing benefits would require re-opening the CSA; and
4. As the City has done before, explore issuing judgment bonds to reduce the unfunded actuarial liability. As of 12/31/2021, the unfunded actuarial liability for the Pension Trust was \$728.3mm (actuarial value) and \$558.7mm (market value).

Recommendation

At this time, we recommend the following:

1. That City Council increase the City's employer contributions to the Pension Trust by 0.75% for FY2024 and adjust the contribution periodically as necessary to assure full funding in 2045;
2. That the City Manager develop, and the City Council approve, a plan to consistently increase the Pension Trust ADC in the future. The ADC for FYE 2023 is \$68.4mm for the Pension Trust compared to \$40mm based on the minimum 16.25% currently budgeted.
3. That the City Manager continue to negotiate the Health Funding Policy with class counsels, consider the input and recommendations from the CRS Board, and that the City Council approve the funding policy for the Healthcare Trust to ensure that the promises to CRS members will be met well into the future. The Healthcare Trust was well funded as of the December 31, 2021, valuation and does not now require an ADC amount but may in the future;
4. That the City comply with the CSA to assure that the DROP program is cost neutral to the CRS Pension Trust and does not negatively impact the CRS Funding Ratio;

Immediate action is requested. Further delays will result in higher contributions in future years.

November 9, 2022

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202202041

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.

The 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 well as the “Collaborate” goal to [w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities,” as described on pages 193-196 and 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 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 fund 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 well as the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities," as described on pages 193-196 and 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 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

November 9, 2022

To: Mayor and Members of City Council 202202044
From: Sheryl M. M. Long, City Manager
Subject: Ordinance – Parks: 2nd Quarter In-Kind Donations

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, professional services, and contracted services, valued at approximately \$57,031.66, to benefit and improve various City parks.

Approval of this Ordinance will authorize the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, professional services, and contracted services valued at approximately \$57,031.66 to benefit and improve various City parks. A list of the in-kind donations is attached.

Donated Items	Amount
Horticultural Supplies	\$1,035.15
Equipment	\$55,996.51
Total:	\$57,031.66

Acceptance of these in-kind donations does not require new FTEs or matching funds.

Acceptance of in-kind donations is in accordance with the “Sustain” goal to “preserve our natural and built environment” and strategy to “protect 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



Attachments

AUTHORIZING the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, professional services, and contracted services, valued at approximately \$57,031.66, to benefit and improve various City parks.

WHEREAS, the Cincinnati Parks Foundation intends to donate park supplies, professional services, and contracted services, as set forth in Attachment A to this ordinance, to the City of Cincinnati to benefit and improve various City parks; and

WHEREAS, the value of the donation is approximately \$57,031.66; and

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

WHEREAS, this acceptance of in-kind donations is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and the strategy to “[p]rotect our natural resources,” as set forth 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 in-kind donations from the Cincinnati Parks Foundation of park supplies, professional services, and contracted services, valued at approximately \$57,031.66, to benefit and improve various City parks.

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

Cincinnati Park Board In-Kind Donations - 2nd Quarter 2022

Donor	Name	Memo	Expense Type	Amount
Parks Foundation	Baron Identification Products	Inv 48101 D'angelos, Mellott	Horticultural Supplies	\$ 66.00
Parks Foundation	Baron Identification Products	Inv 48101, D'Angelos, Mellott	Horticultural Supplies	\$ 66.00
Parks Foundation	Baron Identification Products	Inv 48166 Connie Madsen	Horticultural Supplies	\$ 18.75
Parks Foundation	E C SHAW COMPANY	Inv 831509 Spring daffodils - bette	Horticultural Supplies	\$ 142.40
Parks Foundation	LSI Lighting Solutions	Inv 1988270 lighting for pickleball courts	Equipment	\$ 54,075.00
Parks Foundation	LSI Lighting Solutions	10 lighting brackets	Equipment	\$ 1,125.40
Parks Foundation	Sweetwater	order 32074274, 2 additional speakers needed	Equipment	\$ 796.11
Parks Foundation	Woodlanders, Inc.	order 02202022 - 132447 plants for Mt Airy arboretum	Horticultural Supplies	\$ 742.00
			Total	\$ 57,031.66

November 9, 2022

To: Mayor and Members of City Council 202202047
From: Sheryl M. M. Long, City Manager
Subject: Ordinance – Cincinnati Recreation Commission (CRC): Clifton Community Event Donation

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation in the amount of \$500 from the Clifton Area Neighborhood Council for the purpose of hosting a community Halloween event; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

Approval of this Ordinance would authorize the City Manager to accept a donation in the amount of up to \$500 from the Clifton Area Neighborhood Council for the purpose of hosting a community Halloween event. This Ordinance further authorizes the Finance Director to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

The Clifton Area Neighborhood Council has graciously offered a donation to support hosting a community Halloween event at the Clifton Recreation Center.

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

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).

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 the amount of \$500 from the Clifton Area Neighborhood Council for the purpose of hosting a community Halloween event; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

WHEREAS, the Clifton Area Neighborhood Council has graciously offered a donation to support hosting of a Halloween community event at the Clifton Recreation Center; and

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

WHEREAS, 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 the amount of \$500 from the Clifton Area Neighborhood Council for the purpose of hosting a community Halloween event.

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. 319x8571.

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 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

November 9, 2022

To: Mayor and Members of City Council

202202050

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Health: Infant Formula In-Kind Donation

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept an in-kind donation of six cans of infant formula valued at approximately \$107.94 from Dr. Sarah Tarai of the Cincinnati Primary Care Center for the purpose of providing care to patients at the Cincinnati Health Department.

Approval of this Ordinance would authorize the City Manager to accept an in-kind donation of six (6) cans of infant formula valued at approximately \$107.94 from Dr. Sarah Tarai of the Cincinnati Primary Care Center for the purpose of providing care to patients at the Cincinnati Health Department. Dr. Tarai, a Public Health Pediatrician, is a City employee in the Cincinnati Health Department.

No additional FTE are associated with this donation, and matching funds are not required.

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

The Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to accept an in-kind donation of six cans of infant formula valued at approximately \$107.94 from Dr. Sarah Tarai of the Cincinnati Primary Care Center for the purpose of providing care to patients at the Cincinnati Health Department.

WHEREAS, there is currently a national shortage of infant formula; and

WHEREAS, the national shortage of infant formula is negatively impacting patients at the Cincinnati Health Department (“CHD”); and

WHEREAS, this donation of six cans of infant formula (“Donation”) will be used to provide care to CHD patients; and

WHEREAS, the Donation does not require a local match or any additional FTEs; and

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

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

Section 1. That the City Manager is hereby authorized to accept an in-kind donation of six cans of infant formula valued at approximately \$107.94 from Dr. Sarah Tarai of the Cincinnati Primary Care Center for the purpose of providing care to patients at the Cincinnati Health Department.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____

November 9, 2022

To: Mayor and Members of City Council 202202045

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – DOTE: Municipal Road Fund Program (MRF) and Ohio Public Works Commission (OPWC) Round 37 Funding Applications**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 37) for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

This Ordinance authorizes the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund (MRF) program and the Ohio Public Works Commission (OPWC) State Capital Improvement Program (SCIP), the Local Transportation Improvement Program (LTIP), and the Revolving Loan Fund Program as part of Funding Round 37.

The Department of Transportation and Engineering (DOTE) identified the attached list of potential projects and local matching resources for the funding year 2024 grant application, although the list is subject to change. If the City is awarded any grants, loans, or loan assistance under these programs, DOTE will only accept grant resources for which the City Council has provided authorization. Depending on the terms of the grant award for each project, local match funds may be required. Local match resources would come from existing and future capital improvement program project accounts as indicated in the attachment. No additional FTEs are associated with these applications for grants, loans, or loan assistance.

The implementation of these potential projects is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability," as described on pages 129-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachments



AUTHORIZING the City Manager to apply for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 37) for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

WHEREAS, the Department of Transportation and Engineering (“DOTE”) has applied for grants, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 37) for funding year 2024, in order to ensure the timely completion of projects identified by DOTE as high priorities; and

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

WHEREAS, depending on the terms of the grant award for each project, local match funds may be required for assistance; and

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

WHEREAS, DOTE will prepare all applications as requests for grant funding, but there may be opportunities to obtain additional zero percent interest loans for these projects once the District Integrating Committee allocation of grant monies is exhausted; and

WHEREAS, if the City is awarded any grants, loans, or loan assistance under these programs, DOTE will request authorization from Council in order to accept and appropriate such resources; and

WHEREAS, no additional FTEs are associated with the applications for grants, loans, and loan assistance; and

WHEREAS, the implementation of these potential projects is in accordance with the “Connect” goal to “[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, loans, and loan assistance awarded by Hamilton County from the Municipal Road Fund Program and the Ohio Public Works Commission State Capital Improvement Program, the Local Transportation Improvement Program, and the Revolving Loan Program (Funding Round 37) to ensure the timely completion of various road and bridge construction projects throughout the City.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

Project List – OPWC & MRF Funding

1. Warsaw Avenue Improvements
 - Match required: \$800,000 from Transit Infrastructure Fund Grant and a future Street Rehabilitation capital project account
2. CTCS Fiber Optic Cable project – OTR
 - Match required: \$6,000,000 from a Congestion Mitigation/Air Quality (CMAQ) grant
3. Beekman Avenue Improvements
 - Match required: \$1,040,000 from Transit Infrastructure Fund Grant and a future Street Rehabilitation capital project account
4. Faraday Road Improvements
 - Match required: \$1,500,000 from a future Street Rehabilitation capital project account
5. Art Museum Drive Landslide Correction
 - Match required: \$281,913 from future a Wall Stabilization & Landslide Correction capital project account
6. Riverside Drive Retaining Wall Improvements
 - Match required: \$289,432 from future a Wall Stabilization & Landslide Correction capital project account
7. Whetsel Avenue Improvements
 - Match required: \$900,000 from a future Street Rehabilitation capital project account
8. Hillside Avenue Improvements
 - Match required: \$266,810 from a future Wall Stabilization & Landslide Correction capital project account
9. Wilder Avenue Retaining Wall Rehabilitation
 - Match required: \$66,989 from future Wall Stabilization & Landslide Correction capital project accounts
10. CBD Streetlighting Improvements
 - Match required: \$200,000 from future Street Light Infrastructure capital project account
11. Seventh and Vine Streets Improvements
 - Match required: \$320,000 from future Street Light Infrastructure capital project account
12. Wooster Road Improvements
 - Match required: \$750,000 future Street Rehabilitation capital project accounts

November 9, 2022

To: Mayor and Members of City Council 202202046

From: Sheryl M. M. Long, City Manager

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

Attached is an Emergency Ordinance captioned:

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

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

The GCF grant requires no local match or new FTEs.

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

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

The Urban Agriculture Program is also in accordance with the "Sustain" goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption,” as described on pages 181-186 of Plan Cincinnati (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

CFG

-2022

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

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

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

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

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

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

WHEREAS, support for the City’s Urban Agriculture Program is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati,” and strategy to “[c]reate a healthy environment and reduce energy consumption,” as described on pages 181-186 of Plan Cincinnati (2012); now, therefore,

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

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

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

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept grant resources in a timely manner so the Urban Agriculture Program may continue to provide essential food services.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

November 9, 2022

To: Mayor and Members of City Council 202202048

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Cincinnati Recreation Commission (CRC):
Ohio Child Care Stabilization Sub-Grant Application Supporting
CRC Childcare Programs**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for grant resources in an amount up to \$2,535,400 from the Ohio Child Care Stabilization Sub-Grant through the Ohio Child Care Resource and Referral Association and the Ohio Department of Job and Family Services for the purpose of supporting up to thirteen of the Cincinnati Recreation Commission’s licensed neighborhood childcare programs.

Approval of this Emergency Ordinance would authorize the City Manager to apply for grant resources in an amount of up to \$2,535,400 from the Ohio Child Care Stabilization Sub-Grant through the Ohio Child Care Resource and Referral Association (OCCRRA) and the Ohio Department of Job and Family Services (ODJFS) for the purpose of supporting up to thirteen of the Cincinnati Recreation Commission’s (CRC) licensed neighborhood childcare programs.

If awarded, the grant resources would offset the cost of providing licensed childcare programs by the CRC in various Cincinnati neighborhoods, such as Bond Hill, Corryville, East Walnut Hills, Evanston, Madisonville, Millvale, Northside, Pleasant Ridge, Price Hill, Sayler Park, Walnut Hills, West End, and Winton Hills.

There is no local match required and acceptance of the grant will not require the addition of any FTEs. The deadline to apply is November 30, 2022.

Applying for grant resources to support CRC's licensed neighborhood childcare programs is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to apply for the grant prior to the deadline of November 30, 2022.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

KKF

- 2022

AUTHORIZING the City Manager to apply for grant resources in an amount up to \$2,535,400 from the Ohio Child Care Stabilization Sub-Grant through the Ohio Child Care Resource and Referral Association and the Ohio Department of Job and Family Services for the purpose of supporting up to thirteen of the Cincinnati Recreation Commission’s licensed neighborhood childcare programs.

WHEREAS, grant resources in an amount up to \$2,535,400 are available from the Ohio Child Care Stabilization Sub-Grant through the Ohio Child Care Resource and Referral Association and the Ohio Department of Job and Family Services, which, if awarded, will be used to offset the cost of providing licensed childcare programs by the Cincinnati Recreation Commission (“CRC”) in various Cincinnati neighborhoods, such as Bond Hill, Corryville, East Walnut Hills, Evanston, Madisonville, Millvale, Northside, Pleasant Ridge, Price Hill, Saylor Park, Walnut Hills, West End, and Winton Hills; and

WHEREAS, CRC may apply for the grant resources prior to the effective date of this ordinance, but no funds will be accepted without Council approval; and

WHEREAS, there is no local match required, and acceptance of the grant resources will not require the addition of any FTEs; and

WHEREAS, applying for grant resources to support CRC’s licensed neighborhood childcare programs is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities,” as described on pages 207-212 of Plan Cincinnati (2012); 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 up to \$2,535,400 from the Ohio Child Care Stabilization Sub-Grant through the Ohio Child Care Resource and Referral Association and the Ohio Department of Job and Family Services for the purpose of supporting approximately thirteen of the Cincinnati Recreation Commission’s licensed neighborhood childcare programs.

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

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 apply for the grant prior to the deadline of November 30, 2022.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

November 9, 2022

To: Mayor and Members of City Council 202202049

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Cincinnati Recreation Commission (CRC): Cincinnati Police Department Preventive Education Grant**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$8,200 from the Cincinnati Police Department Community Preventive Education Grant Program for the purpose of providing resources for the Cincinnati Recreation Commission’s annual Track and Field program; and **AUTHORIZING** the Finance Director to deposit the grant funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

Approval of this Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant of up to \$8,200 from the Cincinnati Police Department Community Preventive Education Grant Program for the purpose of providing resources for the Cincinnati Recreation Commission’s (CRC) annual Track and Field program. This Ordinance further authorizes the Finance Director to deposit the grant funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

CRC’s Track and Field program is a ten-week program that teaches track and field skills to at-risk youth and teens. It is intended to promote healthy lifestyles and drug-free alternatives through physical fitness and education.

The Cincinnati Police Department (CPD) provides grants for community-based drug and alcohol prevention programs from their State Asset Forfeiture Funds as stipulated in Ohio Revised Code (ORC) Section 2981.13.

CRC has already applied for this grant. Should this Ordinance not be approved, the grant funding will not be accepted. There are no new FTEs or matching funds associated with the grant.

Acceptance of this grant award 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 apply for, accept, and appropriate a grant of up to \$8,200 from the Cincinnati Police Department Community Preventive Education Grant Program for the purpose of providing resources for the Cincinnati Recreation Commission’s annual Track and Field Program; and **AUTHORIZING** the Finance Director to deposit the grant funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

WHEREAS, the Cincinnati Recreation Commission’s (“CRC”) Track and Field Program is a ten-week program that teaches track and field skills to at-risk youth and teens, and is intended to promote healthy lifestyles and drug-free alternatives through physical fitness and education; and

WHEREAS, the Cincinnati Police Department provides grants for community-based drug and alcohol prevention programs from its State Asset Forfeiture Funds as stipulated in Ohio Revised Code Section 2981.13; and

WHEREAS, CRC has already applied for this grant, but no funds will be accepted without approval by Council; and

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

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

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant of up to \$8,200 from the Cincinnati Police Department Community Preventive Education Grant Program for the purpose of providing resources for the Cincinnati Recreation Commission’s annual Track and Field Program.

Section 2. That the Finance Director is hereby authorized to deposit the funds into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

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 take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

November 9, 2022

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202202042

Subject: Ordinance – MSD: Grant of Easement in favor of Duke Energy Ohio, Inc.

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc., granting a utility easement across a portion of City-owned property generally located at 1600 Gest Street in the Lower Price Hill neighborhood of Cincinnati.

The Administration recommends passage of this Ordinance.

cc: Diana Christy, MSD Director

Attachment

City of Cincinnati

CHM

EESW

An Ordinance No. _____

- 2022

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of Duke Energy Ohio, Inc., granting a utility easement across a portion of City-owned property generally located at 1600 Gest Street in the Lower Price Hill neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property located at 1600 Gest Street in Lower Price Hill, containing the Mill Creek Wastewater Treatment Plant (the "Property"); and

WHEREAS, Duke Energy Ohio, Inc., an Ohio corporation ("Grantee"), has requested an easement across the Property for underground electrical lines and associated structures, equipment, and appurtenances to serve the Mill Creek Wastewater Treatment Plant, as more particularly depicted and described in the *Grant of Easement* attached to this ordinance as Attachment A and incorporated herein by reference ("Easement"); and

WHEREAS, the City Manager, in consultation with the Metropolitan Sewer District of Greater Cincinnati ("MSD"), has determined that granting the Easement to Grantee is not adverse to the City's retained interest in the Property; and

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

WHEREAS, the fair market value of the Easement, as determined by appraisal by the City's Real Estate Services Division, is \$38,000, however, the City is agreeable to granting the Easement to Grantee for less than fair market value, namely, \$1.00, because granting the Easement is for the benefit of the City to increase electrical capacity at the Mill Creek Wastewater Treatment Plant, which will provide the City with equivalent economic and noneconomic benefits to the fair market value of the Easement; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on October 7, 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 substantially the form attached to this ordinance as Attachment A and incorporated herein by

reference, in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee a utility easement for underground electrical lines and associated structures, equipment, and appurtenances (the “Easement”) to serve the Mill Creek Wastewater Treatment Plant located at 1600 Gest Street in Lower Price Hill (the “Property”), as more particularly described and depicted on Attachment A.

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

Section 3. That it is in the best interest of the City to grant the Easement without competitive bidding because granting the Easement is in the best interest of the City because it is necessary to increase electrical capacity at the Mill Creek Wastewater Treatment Plant, and, as a practical matter, no one other than Grantee would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$38,000, however, the City is agreeable to grant the Easement to Grantee for less than fair market value, namely, \$1.00, to increase electrical capacity at the Mill Creek Wastewater Treatment Plant in promotion of the public health, safety, and general welfare, which will provide the City with an equivalent economic and noneconomic benefit to the fair market value of the Easement.

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

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 *Grant of Easement* including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

----- space above for County Recorder -----

GRANT OF EASEMENT

Pt. Parcel #148-0010-0001-90

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, having an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants unto **DUKE ENERGY OHIO, INC.**, an Ohio corporation, having an address of 139 East Fourth Street, Cincinnati, OH 45202 ("**Grantee**"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, repair, replace, add to, modify and remove electric lines and all necessary and convenient supporting structures (such as poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, surface equipment (including but not limited to transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "**Facilities**"), for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), across a portion of the following described real estate (the land and any and all improvements now or hereafter located thereon being referred to herein as the "**Property**"):

Situate in Section 30, Town 4, Fractional Range 1, City of Cincinnati, Storre Township, Hamilton County, State of Ohio; being a parcel of land of 9.19 acres, as conveyed to the **CITY OF CINCINNATI** from The Cincinnati Union Terminal Company by Warranty Deed dated December 15, 1941, and as recorded in **Deed Book 1945, Page 130**, in the Office of the Recorder of Hamilton County, Ohio.

The portion of the Property encumbered by the easement and within which the Facilities are or may hereafter be located being that area indicated, relative to landmarks and property lines, on the drawing attached hereto as "Exhibit A" (hereinafter referred to as the "**Easement Area**").

The respective rights and duties of Grantor and Grantee hereunder are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Area and Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches and other vegetation (collectively,

“Vegetation”) within the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Area but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee’s removal of Vegetation, Grantee shall restore the surface of the Easement Area and Property, as the case may be, to a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee shall either completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee shall either re-sod or re-seed the damaged area.

3. Environmental Condition. To the best of Grantor’s actual knowledge without having performed any independent inquiry, investigation or environmental assessment, the Easement Area does not contain any hazardous or toxic materials or other environmental contamination.

4. No Obstructions or Excavation. Grantor shall not, without Grantee’s prior written consent, (a) place, or permit the placement of, any structures or other permanent obstructions within or adjacent to the Easement Area that may interfere with Grantee’s exercise of its rights hereunder; (b) excavate or place, or permit the excavation or placement of, any dirt or other similar material within the Easement Area; or (c) install, or permit the installation of, a pond, lake or similar containment vehicle within or adjacent to the Easement Area that would result in the retention of water within the Easement Area. Grantee shall have the right to remove any and all such unauthorized obstructions and, notwithstanding the provisions of paragraph 6 (Repair of Damage) below, Grantee shall not be required to repair any damage to the surface of the Easement Area or Property resulting therefrom.

5. Storing of Dirt. Grantee shall have the right to temporarily pile dirt and other material and to operate equipment upon the surface of the Easement Area, and also on the land immediately adjacent to the Easement Area not to exceed fifteen (15) feet in width on either side of the Easement Area, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, adding to, modifying, or removing the Facilities.

6. Repair of Damage. Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Area and any and all damage to the Property resulting from Grantee’s exercise of its rights hereunder, including without limitation damage caused by Grantee’s employees, agents, contractors and subcontractors. In making such repairs, Grantee shall restore the affected area to a safe and slightly condition and otherwise to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services EY100, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

7. Grantor’s Reserved Rights. Grantor shall have the right to use the Easement Area in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor’s and Grantee’s use of the Easement Area shall comply with all applicable laws and codes.

8. Authority to Grant Easement. Grantor represents that it has the necessary authority and title to the Property to grant this easement to Grantee.

9. Easement to Run with the Land. The provisions hereof shall be deemed to “run with the

land” and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations.

The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.

Executed by the CITY of CINCINNATI by the City Manager on this ____ day of _____, 2022, as duly authorized by Ordinance _____-2022 passed on _____, 2022.

CITY OF CINCINNATI

By: _____
City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

ACKNOWLEDGED AND ACCEPTED BY:
DUKE ENERGY OHIO, INC.

By: _____

Its: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by _____, of Duke Energy Ohio, Inc., an Ohio corporation, on behalf of the
corporation.

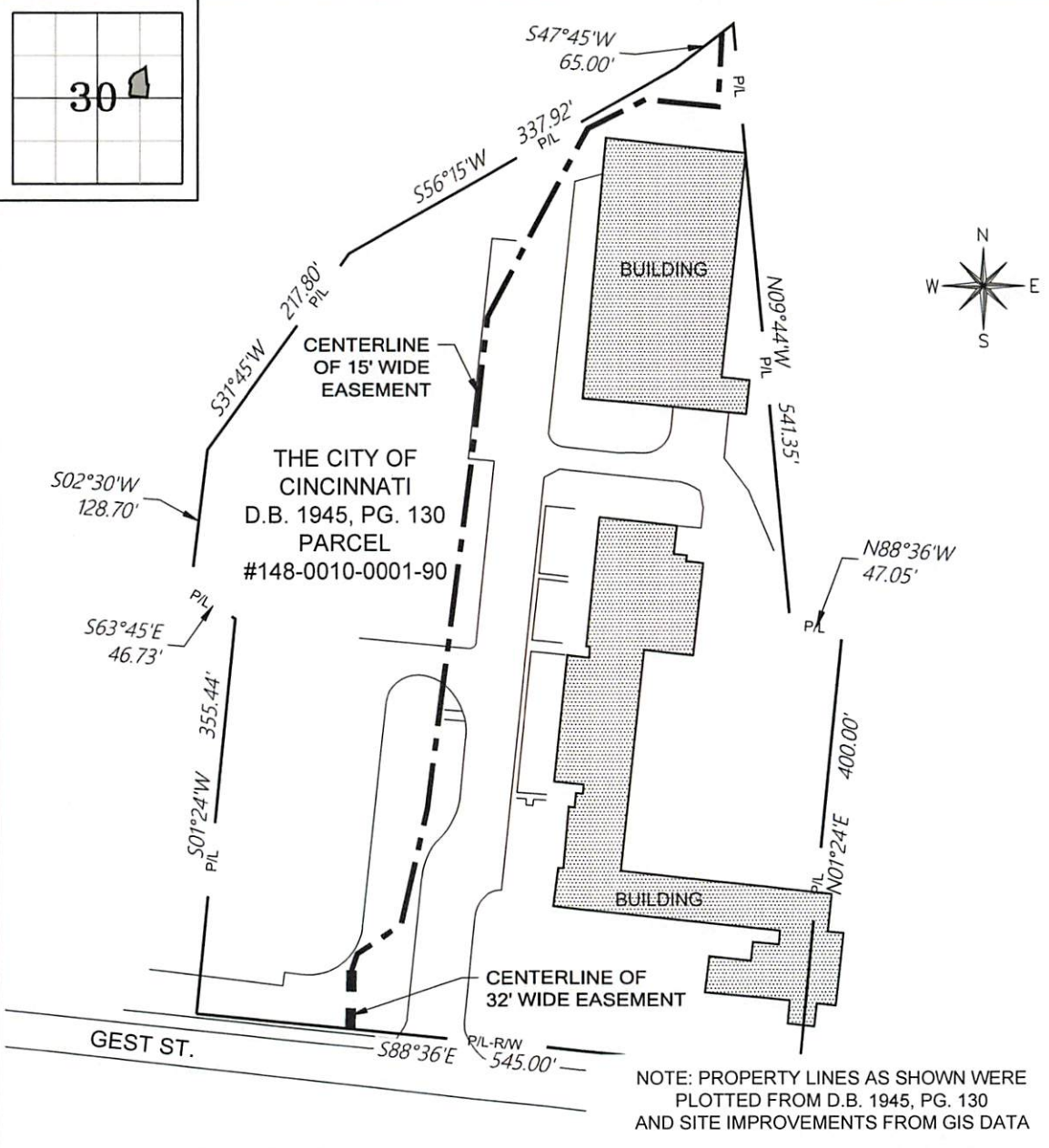
Notary Public

My commission expires: _____

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St., Cincinnati, OH 45202.

For Grantee's Internal Use:
Efax No: 42085766
Prepared by: NRH
Prepared date: May 26, 2022
Pad No. HMO-30955

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



NOTE: PROPERTY LINES AS SHOWN WERE PLOTTED FROM D.B. 1945, PG. 130 AND SITE IMPROVEMENTS FROM GIS DATA

HAMILTON COUNTY, OHIO

SITE NAME: STORRE TOWNSHIP SECTION 30 T-4, F.R.-1

	DR. AM	EXHIBIT MAP OF: EASEMENT
	CK. MT	EXHIBIT MAP FOR: THE CITY OF CINCINNATI
	DATE 10/01/2021	LOCATION 1600 GEST ST, CINCINNATI, OH
EXHIBIT 'A'		EMAX #42085766

----- space above for County Recorder -----

GRANT OF EASEMENT

Pt. Parcel #148-0010-0001-90

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, having an address of 801 Plum Street, Cincinnati, OH 45202 (“**Grantor**”), hereby grants unto **DUKE ENERGY OHIO, INC.**, an Ohio corporation, having an address of 139 East Fourth Street, Cincinnati, OH 45202 (“**Grantee**”), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, repair, replace, add to, modify and remove electric lines and all necessary and convenient supporting structures (such as poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, surface equipment (including but not limited to transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the “**Facilities**”), for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), across a portion of the following described real estate (the land and any and all improvements now or hereafter located thereon being referred to herein as the “**Property**”):

Situate in Section 30, Town 4, Fractional Range 1, City of Cincinnati, Storre Township, Hamilton County, State of Ohio; being a parcel of land of 9.19 acres, as conveyed to the **CITY OF CINCINNATI** from The Cincinnati Union Terminal Company by Warranty Deed dated December 15, 1941, and as recorded in **Deed Book 1945, Page 130**, in the Office of the Recorder of Hamilton County, Ohio.

The portion of the Property encumbered by the easement and within which the Facilities are or may hereafter be located being that area indicated, relative to landmarks and property lines, on the drawing attached hereto as “Exhibit A” (hereinafter referred to as the “**Easement Area**”).

The respective rights and duties of Grantor and Grantee hereunder are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Area and Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches and other vegetation (collectively,

“Vegetation”) within the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Area but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee’s removal of Vegetation, Grantee shall restore the surface of the Easement Area and Property, as the case may be, to a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee shall either completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee shall either re-sod or re-seed the damaged area.

3. Environmental Condition. To the best of Grantor’s actual knowledge without having performed any independent inquiry, investigation or environmental assessment, the Easement Area does not contain any hazardous or toxic materials or other environmental contamination.

4. No Obstructions or Excavation. Grantor shall not, without Grantee’s prior written consent, (a) place, or permit the placement of, any structures or other permanent obstructions within or adjacent to the Easement Area that may interfere with Grantee’s exercise of its rights hereunder; (b) excavate or place, or permit the excavation or placement of, any dirt or other similar material within the Easement Area; or (c) install, or permit the installation of, a pond, lake or similar containment vehicle within or adjacent to the Easement Area that would result in the retention of water within the Easement Area. Grantee shall have the right to remove any and all such unauthorized obstructions and, notwithstanding the provisions of paragraph 6 (Repair of Damage) below, Grantee shall not be required to repair any damage to the surface of the Easement Area or Property resulting therefrom.

5. Storing of Dirt. Grantee shall have the right to temporarily pile dirt and other material and to operate equipment upon the surface of the Easement Area, and also on the land immediately adjacent to the Easement Area not to exceed fifteen (15) feet in width on either side of the Easement Area, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, adding to, modifying, or removing the Facilities.

6. Repair of Damage. Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Area and any and all damage to the Property resulting from Grantee’s exercise of its rights hereunder, including without limitation damage caused by Grantee’s employees, agents, contractors and subcontractors. In making such repairs, Grantee shall restore the affected area to a safe and slightly condition and otherwise to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services EY100, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

7. Grantor’s Reserved Rights. Grantor shall have the right to use the Easement Area in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor’s and Grantee’s use of the Easement Area shall comply with all applicable laws and codes.

8. Authority to Grant Easement. Grantor represents that it has the necessary authority and title to the Property to grant this easement to Grantee.

9. Easement to Run with the Land. The provisions hereof shall be deemed to “run with the

land” and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations.

The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.

Executed by the CITY of CINCINNATI by the City Manager on this ____ day of _____, 2022, as duly authorized by Ordinance _____-2022 passed on _____, 2022.

CITY OF CINCINNATI

By: _____
City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

ACKNOWLEDGED AND ACCEPTED BY:
DUKE ENERGY OHIO, INC.

By: _____

Its: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by _____, of Duke Energy Ohio, Inc., an Ohio corporation, on behalf of the
corporation.

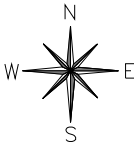
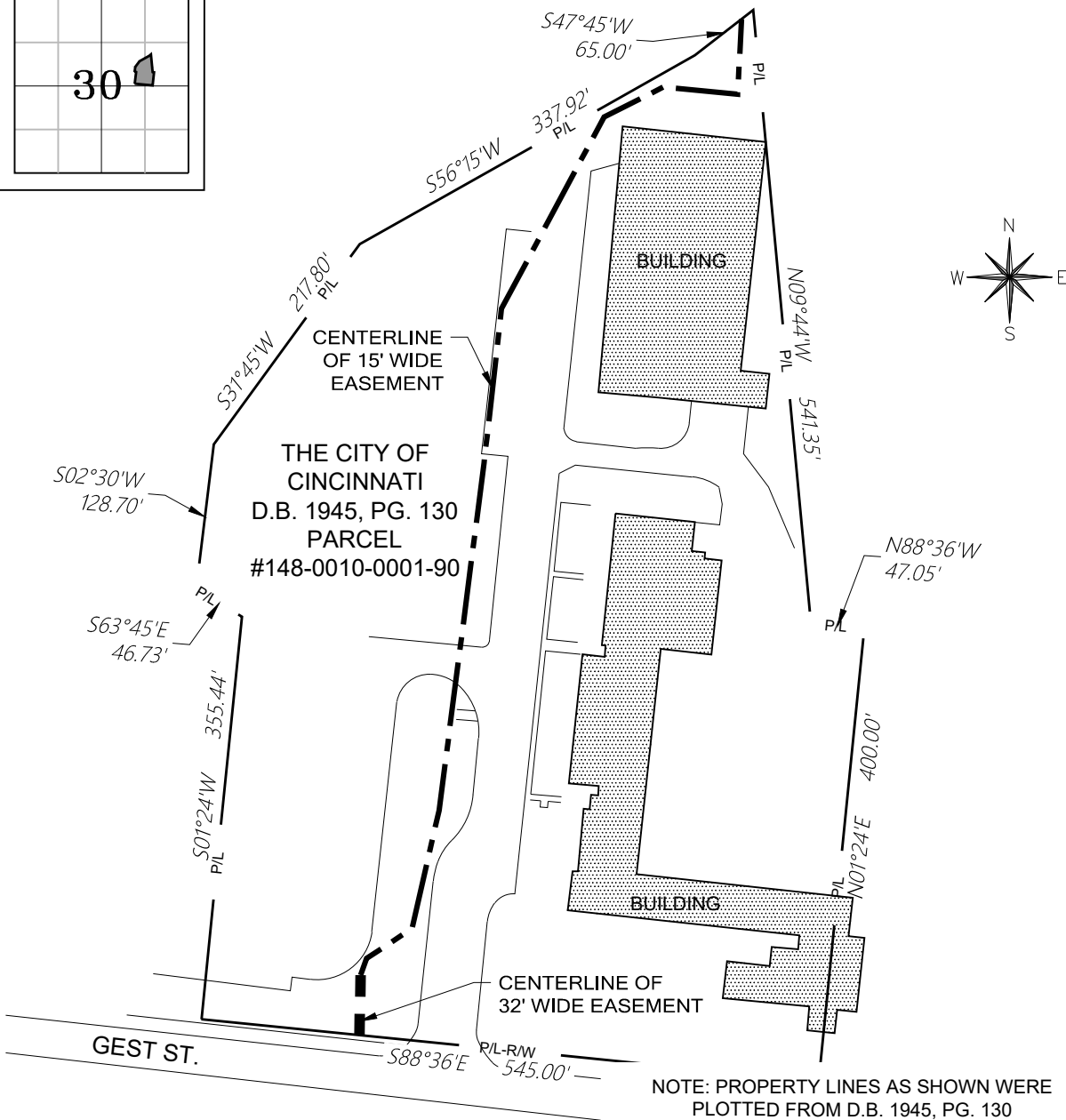
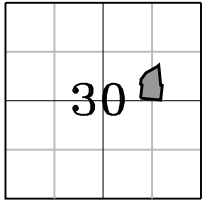
Notary Public

My commission expires: _____

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St., Cincinnati, OH 45202.

For Grantee's Internal Use:
Emax No: 42085766
Prepared by: NRH
Prepared date: May 26, 2022
Pad No. HMO-30955

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



NOTE: PROPERTY LINES AS SHOWN WERE PLOTTED FROM D.B. 1945, PG. 130 AND SITE IMPROVEMENTS FROM GIS DATA

HAMILTON COUNTY, OHIO

SITE NAME: STORRE TOWNSHIP SECTION 30 T-4, F.R.-1



DR. AM	EXHIBIT MAP OF: EASEMENT
CK. MT	EXHIBIT MAP FOR: THE CITY OF CINCINNATI
DATE 10/01/2021	LOCATION 1600 GEST ST, CINCINNATI, OH
EXHIBIT 'A'	EMAX #42085766

Date: November 9, 2022

To: Mayor and Members of City Council 202202052
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – LPH THRIVES, LLC GRANT OF EASEMENT (PORTION OF WEST EIGHTH STREET)

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of LPH Thrives, LLC, pursuant to which the City of Cincinnati will grant an encroachment easement upon a portion of West Eighth Street in Lower Price Hill.

LPH Thrives, LLC (“Grantee”) owns the property located at 2113 West Eighth Street in the Lower Price Hill neighborhood and has requested an easement for an out-swinging door encroaching upon portions of the West Eighth Street public rights-of-way.

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 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 \$50 which Grantee has agreed to pay.

The City Planning Commission approved the easements at its meeting on August 19, 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

EESW

An Ordinance No. _____

- 2022

AUTHORIZING the City Manager to execute a *Grant of Easement* in favor of LPH Thrives, LLC, pursuant to which the City of Cincinnati will grant an encroachment easement upon a portion of West Eighth Street in Lower Price Hill.

WHEREAS, LPH Thrives, LLC, an Ohio limited liability company (“Grantee”), owns certain real property located at 2113 West Eighth Street in Lower Price Hill; and

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

WHEREAS, Grantee has requested an easement from the City for an encroachment upon a portion of the Property, namely, an out-swinging door, as more particularly depicted and described in the *Grant of Easement* attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”); and

WHEREAS, the City Manager, in consultation with DOT E, 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, the City Council may authorize the encumbrance of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market value of the Easement is approximately \$50, which Grantee has agreed to pay; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on August 19, 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 LPH Thrives, LLC, an Ohio limited liability company (“Grantee”), owner of the

property located at 2113 West Eighth Street in Lower Price Hill, 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 encroachment (“Easement”) upon the West Eighth Street public right-of-way (the “Property”), as more particularly described on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Property; and (ii) will not have an adverse effect on the usability or accessibility of any existing transportation facilities located 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 collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$50, which Grantee has agreed to pay.

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

Section 6. That the City’s Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, “Street Improvements,” in which “YY”

represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the *Grant of Easement* including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENT

(encroachment upon a portion of W. 8th 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 **LPH THRIVES, LLC**, an Ohio limited liability company, with a tax mailing address of 114 W. 14th Street, Cincinnati, OH 45202 ("**Grantee**").

Recitals:

A. By virtue of a *Quitclaim Deed* recorded on August 2, 2021, in OR 14471, Page 4088, Hamilton County, Ohio Records, Grantee holds title to certain real property located at 2113 W. 8th Street, Cincinnati, OH 45204, as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) and depicted on Exhibit B (*Survey Plat*) hereto (the "**Benefitted Property**").

B. The City owns the adjoining West 8th 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 to grant an easement for an out swinging door encroachment upon the West 8th 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 West 8th Street public right-of-way, and (ii) granting the easement will not have an adverse effect on the usability or accessibility of any existing West 8th 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 \$50, which has been deposited with the Real Estate Services Division.

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 August 19, 2022.

G. Cincinnati City Council approved the easement by Ordinance No. []-2022, passed on [], 2022.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a non-exclusive encroachment easement to use, maintain, repair, reconstruct, replace, and remove the Encroachment in, over, and across the West 8th Street public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C (Legal Description- Easement) hereto (the “**Easement**” or “**Easement Area**”, as applicable). Grantee shall not make any modifications to the Encroachment within the Easement Area without the City’s prior written consent.

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

3. 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 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 maintenance, repair, reconstruction, removal, or sealing 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 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, 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 fail to address the same to DOTE’s satisfaction within thirty (30) days after receiving written notice thereof from DOTE, the City shall have right to perform such work, at Grantee’s expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the 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, with a copy to CREA LPH Thrives, LLC, 30 South Meridian Street, Suite 400, Indianapolis, Indiana 46204, 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 #5-2022). The following additional conditions shall apply:

a. NOTE: Grantee shall maintain a minimum of an eight-foot unobstructed pedestrian path between the Easement Area and the curb.

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 - 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:

LPH THRIVES, 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 **LPH THRIVES, 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

Parcel ID No.: 149-0011-0136-90 57
2113 W. 8th

All that certain lot of land in Cincinnati, Hamilton County, Ohio, in Section 30, Township 4, Fractional Range 1, of the Miami Purchase, bounded and described as follows:

Commencing at a point in the South line of Eighth Street seventy-five (75) feet East of Depot Street and extending

Thence eastwardly twenty-five (25) feet to a point in the South line of said Eighth Street;

Thence, southwardly parallel to Depot Street one hundred twenty (120) feet more or less to Pardee Alley; Thence, westwardly with Pardee Alley twenty-five (25) feet to a point seventy-five (75) feet distant from Depot Street; Thence, northwardly one hundred twenty (120) feet more or less to the South line of Eighth Street and the place of

EXHIBIT B

to Grant of Easement

Survey Plat

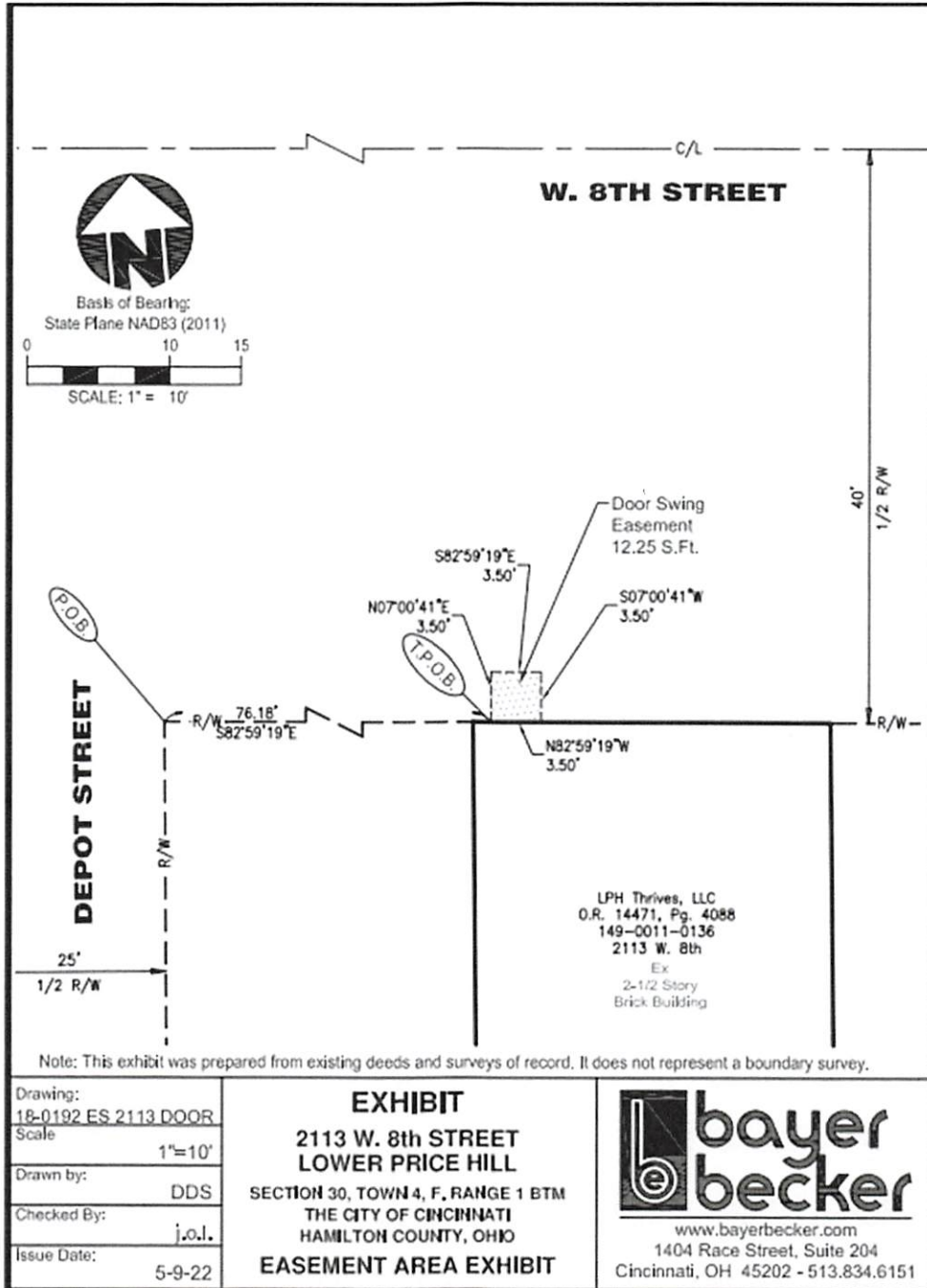


EXHIBIT C

to Grant of Easement

Legal Description – Easement

Description: Exhibit
Door Swing Easement

Date: May 9, 2022

Location: 2113 W. 8th Street
City of Cincinnati
Hamilton County, Ohio



Situated in Section 30, Town 4, Fractional Range 1 Between the Miamis, The City of Cincinnati, Hamilton County, Ohio being a Door Swing Easement and being further described as follows:

Begin at a point found by measuring from the intersection of the south right of way of W. 8th Street (80') and the east right of way of Depot Street (50'); thence, departing the east right of way of said Depot Street and with the south right of way of said W. 8th Street, South 82° 59' 19" East, 76.18 feet to the true point of beginning;

thence, from the True Point of Beginning thus found and through the right of way of said right of said W. 8th Street for the following three courses:

- 1) North 07° 00' 41" East, 3.50 feet;
- 2) South 82° 59' 19" East, 3.50 feet;
- 3) South 07° 00' 41" West, 3.50 feet to the right of way of said right of said W. 8th Street

thence, with right of way of said right of said W. 8th Street, North 82° 59' 20" West, 3.50 feet to the True Point of Beginning containing 12.25 square feet.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description was prepared from an easement exhibit made on May 9, 2022 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENT

(encroachment upon a portion of W. 8th 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 **LPH THRIVES, LLC**, an Ohio limited liability company, with a tax mailing address of 114 W. 14th Street, Cincinnati, OH 45202 ("**Grantee**").

Recitals:

A. By virtue of a *Quitclaim Deed* recorded on August 2, 2021, in OR 14471, Page 4088, Hamilton County, Ohio Records, Grantee holds title to certain real property located at 2113 W. 8th Street, Cincinnati, OH 45204, as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) and depicted on Exhibit B (*Survey Plat*) hereto (the "**Benefitted Property**").

B. The City owns the adjoining West 8th 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 to grant an easement for an out swinging door encroachment upon the West 8th 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 West 8th Street public right-of-way, and (ii) granting the easement will not have an adverse effect on the usability or accessibility of any existing West 8th 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 \$50, which has been deposited with the Real Estate Services Division.

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 August 19, 2022.

G. Cincinnati City Council approved the easement by Ordinance No. [__]-2022, passed on [____], 2022.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a non-exclusive encroachment easement to use, maintain, repair, reconstruct, replace, and remove the Encroachment in, over, and across the West 8th Street public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C (Legal Description- Easement) hereto (the “**Easement**” or “**Easement Area**”, as applicable). Grantee shall not make any modifications to the Encroachment within the Easement Area without the City’s prior written consent.

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

3. 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 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 maintenance, repair, reconstruction, removal, or sealing 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 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, 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 fail to address the same to DOTE’s satisfaction within thirty (30) days after receiving written notice thereof from DOTE, the City shall have right to perform such work, at Grantee’s expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the 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, with a copy to CREA LPH Thrives, LLC, 30 South Meridian Street, Suite 400, Indianapolis, Indiana 46204, 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 #5-2022). The following additional conditions shall apply:

a. DOTÉ: Grantee shall maintain a minimum of an eight-foot unobstructed pedestrian path between the Easement Area and the curb.

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 - 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:

LPH THRIVES, 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 **LPH THRIVES, 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

Parcel ID No.: 149-0011-0136-90 37
2113 W. 8th

All that certain lot of land in Cincinnati, Hamilton County, Ohio, in Section 30, Township 4, Fractional Range 1, of the Miami Purchase, bounded and described as follows:

Commencing at a point in the South line of Eighth Street seventy-five (75) feet East of Depot Street and extending

Thence eastwardly twenty-five (25) feet to a point in the South line of said Eighth Street;

Thence, southwardly parallel to Depot Street one hundred twenty (120) feet more or less to

Pardee Alley; Thence, westwardly with Pardee Alley twenty-five (25) feet to a point seventy-

five (75) feet distant from Depot Street; Thence, northwardly one hundred twenty (120) feet

more or less to the South line of Eighth Street and the place of

EXHIBIT C

to Grant of Easement

Legal Description – Easement

Description: Exhibit
Door Swing Easement

Date: May 9, 2022

Location: 2113 W. 8th Street
City of Cincinnati
Hamilton County, Ohio



Situated in Section 30, Town 4, Fractional Range 1 Between the Miamis, The City of Cincinnati, Hamilton County, Ohio being a Door Swing Easement and being further described as follows:

Begin at a point found by measuring from the intersection of the south right of way of W. 8th Street (80') and the east right of way of Depot Street (50'); thence, departing the east right of way of said Depot Street and with the south right of way of said W. 8th Street, South 82° 59' 19" East, 76.18 feet to the true point of beginning;

thence, from the True Point of Beginning thus found and through the right of way of said right of said W. 8th Street for the following three courses:

- 1) North 07° 00' 41" East, 3.50 feet;
- 2) South 82° 59' 19" East, 3.50 feet;
- 3) South 07° 00' 41" West, 3.50 feet to the right of way of said right of said W. 8th Street

thence, with right of way of said right of said W. 8th Street, North 82° 59' 20" West, 3.50 feet to the True Point of Beginning containing 12.25 square feet.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description was prepared from an easement exhibit made on May 9, 2022 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

November 09, 2022
202202054

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
Subject: Ordinance-Release of GCWW Watermain Easement in Anderson Twp.

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a plat entitled *Easement Vacation Plat E-1047Q2/WSL-3611* to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the J. Eggleston Military Survey No. 609, Anderson Township, Hamilton County, Ohio being part of Parcel 4 of the Original Plat of Anderson Towne Center as shown on a plat recorded in Plat Book 373, Page 56-57, Hamilton County, Ohio Recorder's Office.

The City is the beneficiary of a utility easement for a water main and associated appurtenances, which encumbers certain real property located in Anderson Township. The owner of the property requested that the City release and quitclaim its rights in a portion of the water main easement. The City Manager, in consultation with the Greater Cincinnati Water Works Director, has determined that the portion of the easement encumbering the property is not needed for any municipal purpose. Therefore, the City is agreeable to releasing the portion of the easement encumbering the property.

The Administration recommends passage of this Ordinance.

cc: Verna Arnette, GCWW, Interim Executive Director *VA*

City of Cincinnati

CHM

EESW

An Ordinance No. _____

- 2022

AUTHORIZING the City Manager to execute a plat entitled *Easement Vacation Plat E-1047Q2/ WSL-3611* to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the J. Eggleston Military Survey No. 609, Anderson Township, Hamilton County, Ohio, being part of Parcel 4 of the Original Plat of Anderson Towne Center as shown on a plat recorded in Plat Book 373, Page 56-57, Hamilton County, Ohio Recorder's Office.

WHEREAS, pursuant to a plat recorded in Plat Book 283, Page 31, Hamilton County, Ohio Recorder's Office, the City of Cincinnati is the holder of a public utility easement for a water main and associated appurtenances (the "Water Main Easement") in and upon certain real property more particularly identified as Hamilton County, Ohio Auditor's Parcel ID No. 500-0202-0218-00, being a part of Parcel 4 of the Original Plat of Anderson Towne Center as shown on a plat recorded in Plat Book 373, Page 56-57, Hamilton County, Ohio Recorder's Office (the "Property"); and

WHEREAS, the owner of the Property, Vantage Anderson, LLC, an Ohio limited liability company ("Petitioner"), has petitioned for the City to release and quitclaim its rights and interests in a portion of the Water Main Easement, as depicted on a plat entitled *Easement Vacation Plat E-1047Q2/ WSL-3611* attached to this ordinance as Attachment A and incorporated herein by reference (the "Vacation Plat"); and

WHEREAS, the City Manager, upon consultation with Greater Cincinnati Water Works, has determined that the portion of the Water Main Easement requested by Petitioner to be released is not needed for any municipal purposes and therefore recommends the release of same; and

WHEREAS, the Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer, who has found it to be correct; 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 plat entitled *Easement Vacation Plat E-1047Q2/ WSL-3611* to release and quitclaim a portion of a public utility easement granted to the City of Cincinnati pursuant to a plat recorded in Plat Book 283, Page 31, Hamilton County, Ohio Recorder's Office, for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances (the "Water Main Easement") located in and upon certain

real property more particularly identified as Hamilton County, Ohio Auditor's Parcel ID No. 500-0202-0218-00, being a part of Parcel 4 of the Original Plat of Anderson Towne Center as shown on a plat recorded in Plat Book 373, Page 56-57, Hamilton County, Ohio Recorder's Office (the "Property").

Section 2. That the Water Main Easement is not needed for any municipal purpose.

Section 3. 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 including, without limitation, executing any and all ancillary agreements, plats, and other 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

ATTACHMENT A

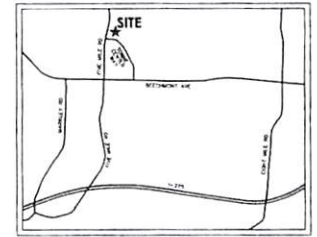
F.A. RING ROAD
A PUBLIC STREET DEDICATED AND
ACCEPTED ON SURVEY RECORD FOR
HAMILTON CO. PAR. 500-0202-0188

FIVE MILE ROAD (R/W VARIES)

F.A. RING ROAD
A PUBLIC STREET DEDICATED AND
ACCEPTED ON SURVEY RECORD FOR
HAMILTON CO. PAR. 500-0202-0188

TOWNE CENTER WAY (R/W VARIES)

500-0202-0218
VANTAGE ANDERSON, LLC
O.R. 14541, P. 1961
3.8713 AC.



VICINITY MAP
N.T.S.

GENERAL NOTES
NORTH BACE BEARINGS BASED ON DEED FOR SUBJECT PROPERTY AS RECORDED IN O.R. 14541, P. 1961, HAMILTON COUNTY, OHIO RECORDER'S OFFICE.
SUBJECT PROPERTY BEING PART OF THE SAME REAL ESTATE AS CONVEYED TO VANTAGE ANDERSON, LLC, AN OHIO LIMITED LIABILITY COMPANY BY DEED RECORDED IN OFFICIAL RECORD 14541, PAGE 1961, RECORDS OF THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.



- LEGEND**
MONUMENTS
(SHOWN WITH DIMENSIONS)
 ○ EX SURV MON PIN
 □ EX SPW
 ⊕ EX WOTCH
 ⊕ EX NAL
 ⊕ EX STONE
 ⊕ EX CONC MON
 - - - EX FENCE LINE
 ⊕ 3/4" MON PIN SET
 ⊕ 1" MON PIN SET
 ⊕ SPW SET
 ⊕ WOTCH SET
 ⊕ NAL SET
 ⊕ CONC MON SET

OWNER
VANTAGE ANDERSON, LLC
4901 HUNTER RD STE 300
CINCINNATI OH 45242

QUIT-CLAIM OF EXISTING WATERLINE EASEMENT

THE CITY OF CINCINNATI HEREBY RELEASES AND QUIT-CLAIMS ALL ITS RIGHTS AND INTERESTS IN THE EXISTING WATERLINE EASEMENT SHOWN ON THIS PLAT.

AUTHORIZED BY ORDINANCE NO. _____ 2022

CITY OF CINCINNATI

BY: _____

PRINTED NAME: _____

TITLE: _____

COUNTY OF HAMILTON, SS
STATE OF OHIO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022, BY _____ (PRINTED NAME), THE _____ (TITLE) OF THE CITY OF CINCINNATI, AN OHIO MUNICIPAL CORPORATION, OR BEHALF OF THE MUNICIPAL CORPORATION. THIS IS AN ACKNOWLEDGMENT. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THE NOTARIAL ACT CERTIFIED HEREBY.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM: _____

SR. ASSISTANT CITY SOLICITOR

Richard D. Nichols
RICHARD D. NICHOLS, P.E.
OHIO REGISTERED PROFESSIONAL ENGINEER
McGill-Smith-Punshon.com

6/3/22
DATE

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THIS EASEMENT AND VERIFIED ALL DIMENSIONS.

Richard D. Nichols
RICHARD D. NICHOLS, P.E.
OHIO REGISTERED PROFESSIONAL ENGINEER
McGill-Smith-Punshon.com

EASEMENT VACATION PLAT
E-1047Q2 / WSL-3611

SITUATE IN J. EGGLESTON M.S. NO. 609
ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO
BEING PART OF PARCEL 4 OF THE ORIGINAL PLAT OF
ANDERSON TOWNE CENTER RECORDED IN P.B. 373, PP. 56-57
AS REVISED BY 2ND REV. TO PLAT IN P.B. 382, P. 14
AS REVISED BY 3RD REV. TO PLAT IN P.B. 385, P. 19



Date	23 MAY 2022
Scale	1" = 30'
Drawn By	CMB
Checked By	RSN
Reviewed By	NVA
Drawn	05/24/2022
Project Number	18611.00
File No.	15468
Sheet No.	1 / 1



18611.00
15468
1 / 1

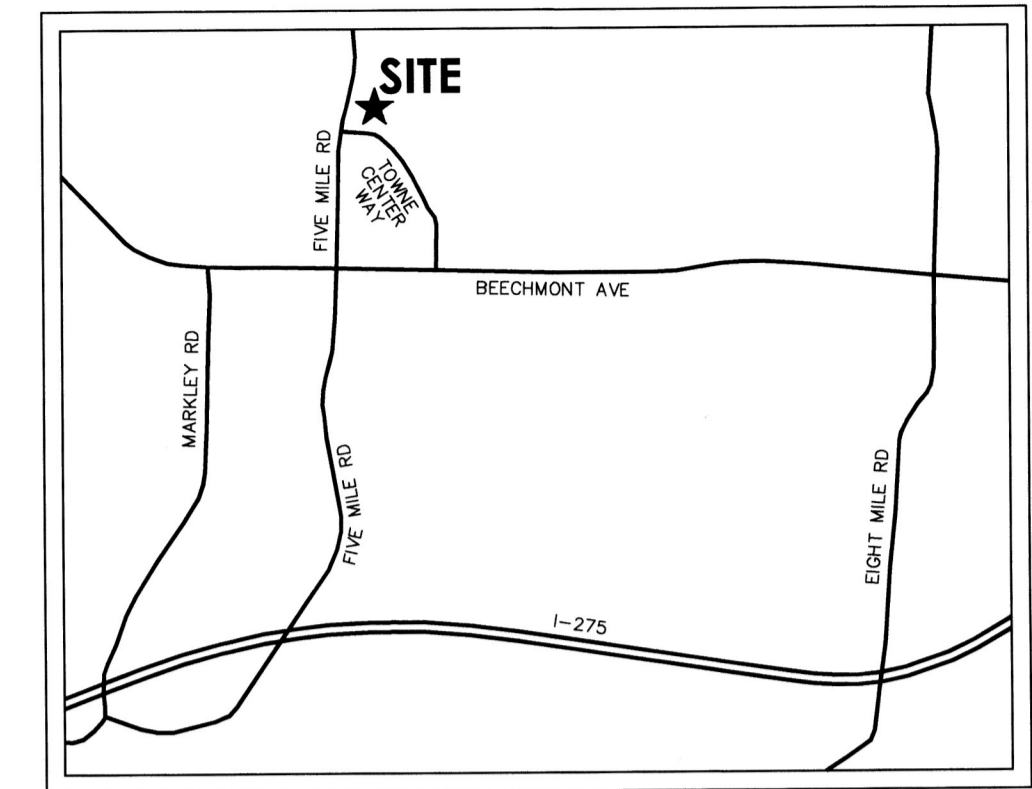
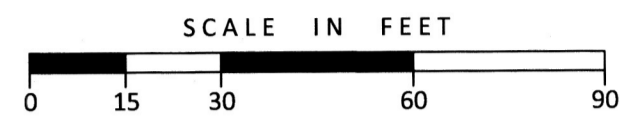
F.K.A. ANDERSON TOWNSHIP CONNECTOR ROAD No. 604-B
A PUBLIC STREET DEDICATED IN P.B. 152, PP. 38-39

FIVE MILE ROAD (R/W VARIES)

F.K.A. RING ROAD
A PUBLIC STREET DEDICATED AND
ACCEPTED ON SURVEY RECORD FOR
HAMILTON CO. PAR. 500-0202-0188

TOWNE CENTER WAY (R/W VARIES)

500-0202-0218
VANTAGE ANDERSON, LLC
O.R. 14541, P. 1961
3.8713 AC.



VICINITY MAP
N.T.S.

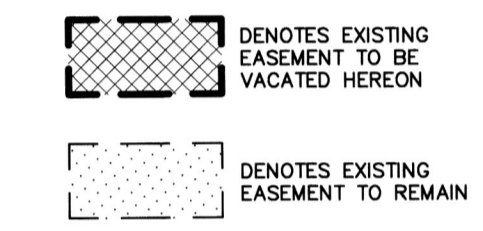
GENERAL NOTES

NORTH BASIS- BEARINGS BASED ON DEED FOR SUBJECT PROPERTY AS RECORDED IN O.R. 14541, P. 1961, HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

SUBJECT PROPERTY BEING PART OF THE SAME REAL ESTATE AS CONVEYED TO VANTAGE ANDERSON, LLC, AN OHIO LIMITED LIABILITY COMPANY BY DEED RECORDED IN OFFICIAL RECORD 14541, PAGE 1961, RECORDS OF THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

OWNER

VANTAGE ANDERSON, LLC
4901 HUNT RD STE 300
CINCINNATI OH 45242



- LEGEND**
MONUMENTS
(UNLESS NOTED OTHERWISE)
- EX. 5/8" IRON PIN
 - ⊕ EX. SPIKE
 - ✦ EX. NOTCH
 - ★ EX. NAIL
 - △ EX. STONE
 - EX. CONC. MON.
 - x- EX. FENCE LINE
 - 5/8" IRON PIN SET
 - ⊙ 1" IRON PIN SET
 - ✦ SPIKE SET
 - ⊕ NOTCH SET
 - ★ NAIL SET
 - CONC. MON. SET

QUIT-CLAIM OF EXISTING WATERLINE EASEMENT

THE CITY OF CINCINNATI HEREBY RELEASES AND QUIT-CLAIMS ALL ITS RIGHTS AND INTERESTS IN THE EXISTING WATERLINE EASEMENT SHOWN ON THIS PLOT.

AUTHORIZED BY ORDINANCE NO. _____ - 2022

CITY OF CINCINNATI

BY: _____

PRINTED NAME: _____

TITLE: _____

COUNTY OF HAMILTON, SS:
STATE OF OHIO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022, BY _____ (PRINTED NAME), THE _____ (TITLE) OF THE CITY OF CINCINNATI, AN OHIO MUNICIPAL CORPORATION, ON BEHALF OF THE MUNICIPAL CORPORATION. THIS IS AN ACKNOWLEDGMENT. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THE NOTARIAL ACT CERTIFIED HEREBY.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

SR. ASSISTANT CITY SOLICITOR

Richard D. Nichols
GREATER CINCINNATI WATER WORKS CHIEF ENGINEER

6/3/22
DATE

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THIS EASEMENT AND VERIFIED ALL DIMENSIONS.

Richard D. Nichols
RICHARD D. NICHOLS, P.S.
OHIO REGISTRATION No. 7929
RNichols@McGillSmithPunshon.com

05/26/2022
DATE



EASEMENT VACATION PLAT
E-1047Q2 / WSL-3611

SITUATE IN J. EGGLESTON M.S. NO. 609
ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO
BEING PART OF PARCEL 4 OF THE ORIGINAL PLAT OF
ANDERSON TOWNE CENTER RECORDED IN P.B. 373, PP. 56-57
AS REVISED BY 2ND REV. TO PLAT IN P.B. 382, P. 74
AS REVISED BY 3RD REV. TO PLAT IN P.B. 385, P. 19

Date	23 MAY 2022
Scale	1" = 30'
Drawn By	CMB Proj. Mgr. RDN
Survey Database	N/A
DWG	18611003-VAC-2022_05-26
X-Ref(s)	
Project Number	18611.00
File No.	15349 Sheet No. 1 / 1

MSP
DESIGN
McGill Smith Punshon

Architecture 3700 Park 42 Drive Suite 190B Cincinnati OH 45241
Engineering Suite 190B Cincinnati OH 45241
Landscape Architecture Phone 513.759.0004
Planning
Surveying www.mspsdesign.com