



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget and Finance Committee

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

Monday, January 23, 2023

1:00 PM

Council Chambers, Room 300

AGENDA

HUMAN SERVICES AND LEVERAGED SUPPORT

1. [202300404](#) **FYI MEMO**, dated 1/23/2023, submitted by Councilmember Harris, regarding Q & A regarding leveraged funding application process.

Sponsors: Harris

Attachments: [Council FYI - Leveraged Funding Process Recommendations 1-23-23](#)

2. [202300264](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/11/2023, **ESTABLISHING** the City of Cincinnati's human services funding priorities for Fiscal Year 2024 and subsequent Fiscal Years; **ESTABLISHING** an Impact Award for one large-scale social innovation project; **ESTABLISHING** a multi-year funding cycle for all human services funding; **ADVISING** the United Way and any other organization assisting the City with evaluating human services funding applications that City Council's policy regarding the City of Cincinnati's human services funding priorities is as follows: Impact Award, up to 33 percent; Comprehensive Workforce Development Support, 25 percent; Youth Gun Violence Prevention and Reduction, twenty percent; Supporting, Securing, and Stabilizing Housing for High-Risk Populations, ten percent; Emergency Wrap-Around Services (through Project LIFT), ten percent; overhead, two percent; and **ADVISING** the United Way and any other organization assisting the City with evaluating human services funding applications that the initial Impact Award should prioritize eviction prevention and housing stabilization.

Sponsors: City Manager

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

LABOR AGREEMENT

3. [202300342](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the City Manager to execute and implement the labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all Municipal Workers of the City of Cincinnati in the Public Service Department, Recreation Department, and Parking Facilities Division, and the City of Cincinnati, the updated terms of which are reflected in the summary attached hereto.

Sponsors: City Manager

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

EXPENDITURES

4. [202300354](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x231637, "Saks Acquisition - TIF," for the purpose of providing resources for the acquisition of the improvements located at 101 W. Fifth Street, commonly known as the Saks Fifth Avenue building; **AUTHORIZING** the transfer and appropriation of the sum of \$3,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to newly established capital improvement program project account no. 980x164x231637, "Saks Acquisition - TIF"; and **DECLARING** that expenditures from newly created capital improvement program project account no. 980x164x231637, "Saks Acquisition - TIF," to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Sponsors: City Manager

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

5. [202300355](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **ESTABLISHING** capital improvement program project account no. 980x203x232034, "Sawyer Point Public Landing Parking System," for the purpose of providing resources for the installation of new parking hardware and software systems for parking lots located at Sawyer Point and the Public Landing; **AUTHORIZING** the transfer and appropriation of up to \$61,385 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to newly established capital improvement program project account no. 980x203x232034, "Sawyer Point Public Landing Parking System"; and **AUTHORIZING** the

transfer and appropriation of up to \$122,772 from the unappropriated surplus of Sawyer Point Fund 318 to newly established capital improvement program project account no. 980x203x232034, "Sawyer Point Public Landing Parking System."

Sponsors: City Manager

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

6. [202300358](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the expenditure of funds for the purchase of refrigerators and microwaves for use by City employees in City workplaces, for the purpose of promoting employee efficiency and morale; **AUTHORIZING** the City Manager to establish polices specifying the circumstance in which such funds may be expended, as well as controls to ensure the appropriate expenditure of such funds; and further **DECLARING** that such expenditures serve a public purpose.

Sponsors: City Manager

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

GRANTS AND DONATIONS

7. [202300356](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the establishment of eleven new capital improvement program project accounts in the Department of Transportation and Engineering according to the attached Schedule of Appropriation, for the purpose of providing Southwest Ohio Regional Transit Authority Transit Infrastructure Fund resources for the timely completion of various public infrastructure projects throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a grant in the amount of up to \$18,345,830 from the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund to the various newly established capital improvement program project accounts according to the attached Schedule of Appropriation; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Sponsors: City Manager

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

8. [202300357](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City

Manager, on 1/19/2023, **AUTHORIZING** the City Manager to accept and appropriate a donation in the amount of up to \$10,000 from Fifth Third Bank for the purpose of providing resources for the Black Is Excellence Banner Project; and **AUTHORIZING** the Finance Director to deposit the donated resources into Human Relations Fund 435 revenue account no. 435x8571.

Sponsors: City Manager

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

EASEMENTS AND PROPERTY SALE AGREEMENTS

9. [202300346](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the City Manager to execute an *Easement Plat* in favor of the Board of County Commissioners, Hamilton County, Ohio granting a utility easement across a portion of City-owned property generally located at 701 Covedale Avenue in Delhi Township, Hamilton County, Ohio.

Sponsors: City Manager

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

10. [202300362](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/19/2023, **AUTHORIZING** the City Manager to execute a Property Sale Agreement with BAM Realty Group, LLC, pursuant to which the City will vacate and convey a portion of the public right-of-way known as Madison Road in Oakley.


Sponsors: City Manager

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

ADJOURNMENT

January 23, 2023

FOR YOUR INFORMATION

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager 
Subject: Q&A Regarding Leveraged Funding Application Process

At the Budget and Finance Committee Meeting on Tuesday, January 18, 2023, the City Administration presented information regarding the Updated Human Services Strategies and Priorities Plan (Item #202300318), which was in response to Council Motion #202202006. This memo includes responses to questions the City Administration has received regarding the proposed application process that was set out in the report and presentation.

1. With seven new categories for leveraged funding, how should organizations or programs/projects that cross multiple categories select a single category in the application process?

Organizations will be asked to select the category that is the best fit / most relevant for their application, and organizations can submit information to indicate other categories that would be relevant for their application. Classification is not intended as a strict structure or a grounds for disqualification; it is intended as a way to loosely organize applicants who are generally working in the same space and to allow the City and public to easily track where it is investing dollars.

2. How has the performance of leveraged support recipients been tracked in the past?

All leveraged support contracts have historically required performance reporting of recipients' activities but have focused less on general financial information. Prior to the pandemic, the Office of Performance and Data Analytics (OPDA) held periodic PartnerStat meetings in which leveraged support recipients were required to provide an update to the City Administration regarding their current performance metrics as well as information related to how the City's leveraged funding was being utilized by the organization.

3. What kind of information will administration provide to vendors looking for funding?

The City Manager's Office will put together a communications strategy that will include notifying all current leveraged funding recipients of the new process as well as provide information to the local non-profit networks of the new process. An online application portal will be set up that will contain application information as well as instructions for the application process. Additionally, a primary point of contact will be established for inquiries.

4. How will metrics be tracked and reported back to the City Council?

The City Administration will require periodic reporting from all leveraged support recipients. The City Administration intends to incorporate this information in reporting to Council during the next year's budget process to help inform resource allocation decisions.

5. Can an organization apply for both Human Services funding as well as leveraged support funding?

Yes. Organizations may apply for both Human Services funding as well as leveraged support funding. Organizations may apply for support for multiple programs from different sources of funding. Organizations will be asked to provide information related to other sources of funding received from the City over the past three years.

6. How is the City Administration tracking the funding decisions made for the Boots on the Ground Fund? Who are the individuals who score the applications and make final funding decisions and what process is used?

The staff of the Greater Cincinnati Foundation (GCF) administers the Boots on the Ground Fund and provides the City with information regarding applications and grants awarded as part of their contract to administer the program. The primary contact for the City is Rasheda Cromwell, GCF's Vice President of Community Strategies who manages a team of GCF staff working on the program. More information is available here: <https://www.gcfnd.org/our-staff/>. GCF is a community foundation that administers funding for various grant programs focusing on non-profit organizations in the Greater Cincinnati area. GCF is a trusted partner of the City and has nearly sixty years of experience in underwriting grants (reviewing applications and making funding decisions) for a variety of grant opportunities. Additional information on the program can be found here: <https://www.gcfnd.org/wp-content/uploads/2022/09/RFP-BootsOnTheGround-final-9.30.22.pdf>

7. How will the availability of funding be communicated especially to those organizations who have never received leveraged funding? How will the change in dollar range for awards (\$50,000 to \$500,000) be communicated?

The City Manager's Office will put together a communications strategy that will include notifying all current leveraged funding recipients of the new process as well as provide information to the local non-profit networks of the new process.

Information about the process will be posted on the City's website, including the new funding range.

8. Can City Council set the goals and objectives they want to see achieved?

Yes, the City Council can set goals and objectives to be achieved through the leveraged funding process. The City Administration recommends that City Council utilize the Budget Policy Motion in the spring to identify and articulate priority goals and objectives. Through a motion supported by the majority of Council, Council can clearly communicate their top priorities to the Administration so that they can be built into the City Manager's budget recommendations to Council.

9. Will the scoring of applications be weighted? Will there be an expectation that the more outside funding received by an applicant (total funding or a percentage of outside funding), the higher their score will be?

There will not be a quantitative scoring process due to the impracticality of making exact comparisons amongst organizations across a broad array of policy goals and situations. For example, it is difficult to make a direct comparison of an organization working to address homelessness versus an organization working in economic development. However, the data collected from applicants, including the amount of leverage with non-City funding, will be utilized in conjunction with qualitative information by the City Administration to make recommendations to Council.

10. Will the City ask organizations to estimate how long City funding will be needed until they would become self-supporting?

Not at this time, as an estimation of that timeframe will be difficult in most circumstances and will likely depend on private donors or availability of other state or federal resources. Though one goal of the application process is to continue to push our partners to bring additional private resources to benefit City residents, the City Administration does not expect all leverage support organizations will become fully independent of City funding. It is intended that the City's leveraged support will continue to fill gaps or enhance services in areas where there is not sufficient private or public funding available for the work. Another related goal of the application process is intended to push partners to develop financial resiliency, given that the City is still projecting operating deficits in future fiscal years and any operating deficits will impact the level of leveraged support funding available.

11. Will the Safe and Clean program go through the leveraged support process in the future?

No. Safe and Clean, along with all other competitive programs either administered by a third-party for the City or by a City Department, will continue to operate independently of the leveraged support application process.

12. Is the timeline feasible for the FY 2024-2025 Biennial Budget process?

Yes. The Administration expects to be able to open the application portal in February 2023 with applications due in March 2023. This will provide enough time to review applications and include funding recommendations in the City Manager's FY 2024-2025 Recommended Biennial Budget, to be released in May 2023.

13. Could an organization apply for leveraged funding in multiple consecutive years if they show continual impact from their receipt of City funding?

Yes. Organizations can apply for funding in multiple consecutive years. Their application should reflect performance metrics detailing the continual impact. The City's goal is to invest its limited resources with organizations that can generate the most benefit for City residents. At times, this will mean long-term continual funding of the same effective and high-capacity partner organizations. This circumstance is even more likely when there are few or no other organizations in the field of a given organization.

14. Will the City Administration set up office hours to help organizations with the application process? Will someone be reviewing applications and reach out to applicants if there are questions about the information provided or missing information?

Yes. A primary point of contact will be established in the City Manager's Office to respond to applicants who need assistance and to ensure the completeness of submitted applications.

15. If there are dollars left over can this process be required again? Will these parameters apply to the carryover process?

There are not expected to be a surplus of unallocated leveraged funding dollars as part of the City Manager's recommended budget; however, if operating resources do become available during the fiscal year, such as during the carryover process, the same application process could be utilized or the information collected in the application process during the creation of that fiscal year's budget could be utilized.

cc: William "Billy" Weber, Assistant City Manager
Virginia Tallent, Interim Assistant City Manager
Andrew Dudas, Budget Director

January 11, 2023

To: Mayor and Members of City Council 202300264
From: Sheryl M. M. Long, City Manager
Subject: Emergency Ordinance – Human Services Fund

Attached is an Emergency Ordinance captioned:

ESTABLISHING the City of Cincinnati’s human services funding priorities for Fiscal Year 2024 and subsequent Fiscal Years; **ESTABLISHING** an Impact Award for one large-scale social innovation project; **ESTABLISHING** a multi-year funding cycle for all human services funding; **ADVISING** the United Way and any other organization assisting the City with evaluating human services funding applications that City Council’s policy regarding the City of Cincinnati’s human services funding priorities is as follows: Impact Award, up to 33 percent; Comprehensive Workforce Development Support, 25 percent; Youth Gun Violence Prevention and Reduction, twenty percent; Supporting, Securing, and Stabilizing Housing for High-Risk Populations, ten percent; Emergency Wrap-Around Services (through Project LIFT), ten percent; overhead, two percent; and **ADVISING** the United Way and any other organization assisting the City with evaluating human services funding applications that the initial Impact Award should prioritize eviction prevention and housing stabilization.

The Administration recommends passage of this Emergency Ordinance.

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

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ESTABLISHING the City of Cincinnati's human services funding priorities for Fiscal Year 2024 and subsequent Fiscal Years; **ESTABLISHING** an Impact Award for one large-scale social innovation project; **ESTABLISHING** a multi-year funding cycle for all human services funding; **ADVISING** the United Way and any other organization assisting the City with evaluating human services funding applications that City Council's policy regarding the City of Cincinnati's human services funding priorities is as follows: Impact Award, up to 33 percent; Comprehensive Workforce Development Support, 25 percent; Youth Gun Violence Prevention and Reduction, twenty percent; Supporting, Securing, and Stabilizing Housing for High-Risk Populations, ten percent; Emergency Wrap-Around Services (through Project LIFT), ten percent; overhead, two percent; and **ADVISING** the United Way and any other organization assisting the City with evaluating human services funding applications that the initial Impact Award should prioritize eviction prevention and housing stabilization.

WHEREAS, Ordinance No. 0212-2019, passed June 19, 2019, established the City of Cincinnati's human services funding priorities for Fiscal Year 2021 and subsequent Fiscal Years and advised the United Way and any organization assisting the City with evaluating human services funding applications that City Council's policy for human service funding priorities was established by category and percentage; and

WHEREAS, beginning in FY 2024, Council would like to modify the human services priorities and funding in order to create a new plan that will include a large-scale Impact Award to assist an innovative project to create real, lasting impact in the community; establish data-driven, evidence-based metrics for monitoring the success of organizations receiving funding; and structure the Request-for-Proposal process in order to increase the impact of the City's funds; and

WHEREAS, the initial Impact Award for FY 2024 should prioritize eviction prevention and housing stabilization, with any remaining Impact Award funding allocated to the priority of Supporting, Securing, and Stabilizing Housing for High-Risk Populations; now, therefore,

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

Section 1. That the City of Cincinnati's process for human services funding for Fiscal Year 2024 shall include an Impact Award for one large-scale social innovation project and shall use a multi-year funding cycle for all human services funding.

Section 2. That the City of Cincinnati’s human services funding priorities for Fiscal Year 2024 and future years are hereby established as follows: Impact Award, up to 33 percent; Comprehensive Workforce Development Support, 25 percent; Youth Gun Violence Prevention and Reduction, twenty percent; Supporting, Securing, and Stabilizing Housing for High-Risk Populations, ten percent; Emergency Wrap-Around Services (through Project LIFT), ten percent; overhead, two percent; and that the initial Impact Award should prioritize eviction prevention and housing stabilization.

Section 3. That Council hereby establishes that the United Way and any other organization assisting the City with evaluating human services funding applications should use the funding policy described in Sections 1 and 2 herein in evaluating such funding applications.

Section 4. That the proper City officials are authorized to do all things necessary and proper to comply with the provisions of Sections 1 through 3 herein.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the City’s human services funding priorities so that such funding priorities can be taken into operational account by the City’s human services funding partners in forthcoming human services funding allocations.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

City of Cincinnati



Interdepartmental
Correspondence Sheet

January 19, 2023

To: Mayor and Members of City Council

202300342

From: Sheryl M.M. Long, City Manager

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

Attached is an Emergency Ordinance captioned:

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

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

The Administration recommends approval of this Emergency Ordinance.

cc: Edward G. Ramsey, Human Resources Director

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

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

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

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

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

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

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

WHEREAS, the membership of AFSCME ratified the terms of the successor Agreement on December 29, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute and implement the labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all municipal workers of the City of Cincinnati in the Public

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement a successor labor management agreement between the American Federation of State, County and Municipal Employees, Local 250, representing all municipal workers of the City of Cincinnati in the Public Service Department, Recreation Department, and Parking Facilities Division, and the City of Cincinnati, to replace the agreement which expired on August 6, 2022.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

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

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

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

Article 18: Wages and General Wage Increases

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

Article 27: Duration

- Effective August 7, 2022-August 2, 2025

The remaining articles will stay as current contract language.

January 19, 2023
202300354

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DCED: Saks Acquisition – TIF

Attached is an Emergency Ordinance captioned:

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

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

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

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

January 19, 2023

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202300355

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

Attached is an Emergency Ordinance captioned:

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

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

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



EMERGENCY

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- 2023

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

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

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

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

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

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

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

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

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

January 19, 2023

To: Mayor and Members of City Council

202300358

From: Sheryl M. M. Long, City Manager

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

Attached is an Emergency Ordinance captioned:

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

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

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

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

EMERGENCY

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-2023

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

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

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

WHEREAS, providing access to refrigerator and microwaves enables City employees to remain at the workplace while consuming food and beverages, thereby enhancing productivity by eliminating the need to leave the work site for food, and promotes employee collegiality, morale, and health through eating together and providing access to safe food storage; now, therefore,

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

Section 1. That the City Manager is authorized to expend funds for the purchase of refrigerators and microwaves for use by City employees in City workplaces, for the purposes of promoting employee health, efficiency, and morale.

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

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

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

January 19, 2023

To: Mayor and Members of City Council 202300356

From: Sheryl M. M. Long, City Manager

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

Attached is an Emergency Ordinance captioned:

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

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

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

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

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- 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

SCHEDULE OF APPROPRIATION

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

Attachment A

Southwest Ohio Regional Transit Authority Transit Infrastructure Fund Matches by Project

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

January 19, 2023

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202300357

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

Attached is an Emergency Ordinance captioned:

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

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

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

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

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

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

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

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

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

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

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

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

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

January 19, 2023

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

Attached is an Ordinance captioned:

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

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

The Administration recommends passage of this Ordinance.

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

City of Cincinnati

CHM

EESW

An Ordinance No. _____ - 2023

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

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

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

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

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

WHEREAS, the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$5,279, which sum Developer has agreed to pay; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on May 6, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute an *Easement Plat*, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, in favor of the Board of County Commissioners, Hamilton County, Ohio (“Grantee”), pursuant to which the City will grant to Grantee a utility easement for sanitary sewer lines and associated equipment, appurtenances, and restrictions (“Easement”) across City-owned real property generally located at 701 Covedale Avenue in Delhi Township, Hamilton County, Ohio, as more particularly described and depicted on Attachment A (“Property”).

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

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

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$5,279, which has been deposited with the City Treasurer.

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

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

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

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

Curve	Delta	Radius	Length	Chord
C-1	51°58'32"	31.50'	34.03'	587.35'±26.7"
C-2	38°02'28"	31.50'	24.88'	517.35'±26.7"

LEGEND

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

EASEMENT TABLE

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



VICINITY MAP
D.L.S.

DEDICATION STATEMENT

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

RESTRICTIONS ON SEWER EASEMENTS

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

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

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

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

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

OWNER: 643 COV LLC, AN OHIO LIMITED LIABILITY COMPANY

NAME: _____
 PRINTED NAME: _____
 TITLE: _____

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

STATE OF OHIO
 COUNTY OF HAMILTON

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 202____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAVE _____ (TITLE) OF 643 COV LLC, AN OHIO LIMITED LIABILITY COMPANY, WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGES THAT THEY DID FROM THE FOREGOING INSTRUMENT AND THAT SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED IN ESTIMATED WHIRFOF SHAVE REFERENCE BY MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

HAMILTON COUNTY AUDITORS PARCELS# 540-0050-0084

CITY OF CINCINNATI

BY: _____ CINCINNATI CITY MANAGER

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

STATE OF OHIO
 COUNTY OF HAMILTON

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

NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATION

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

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

APPROVED:

SEWERS CHIEF ENGINEER - MSD

 DATE: _____

SANITARY SEWER ACCEPTANCE

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

COUNTY ADMINISTRATOR: _____ DATE: _____

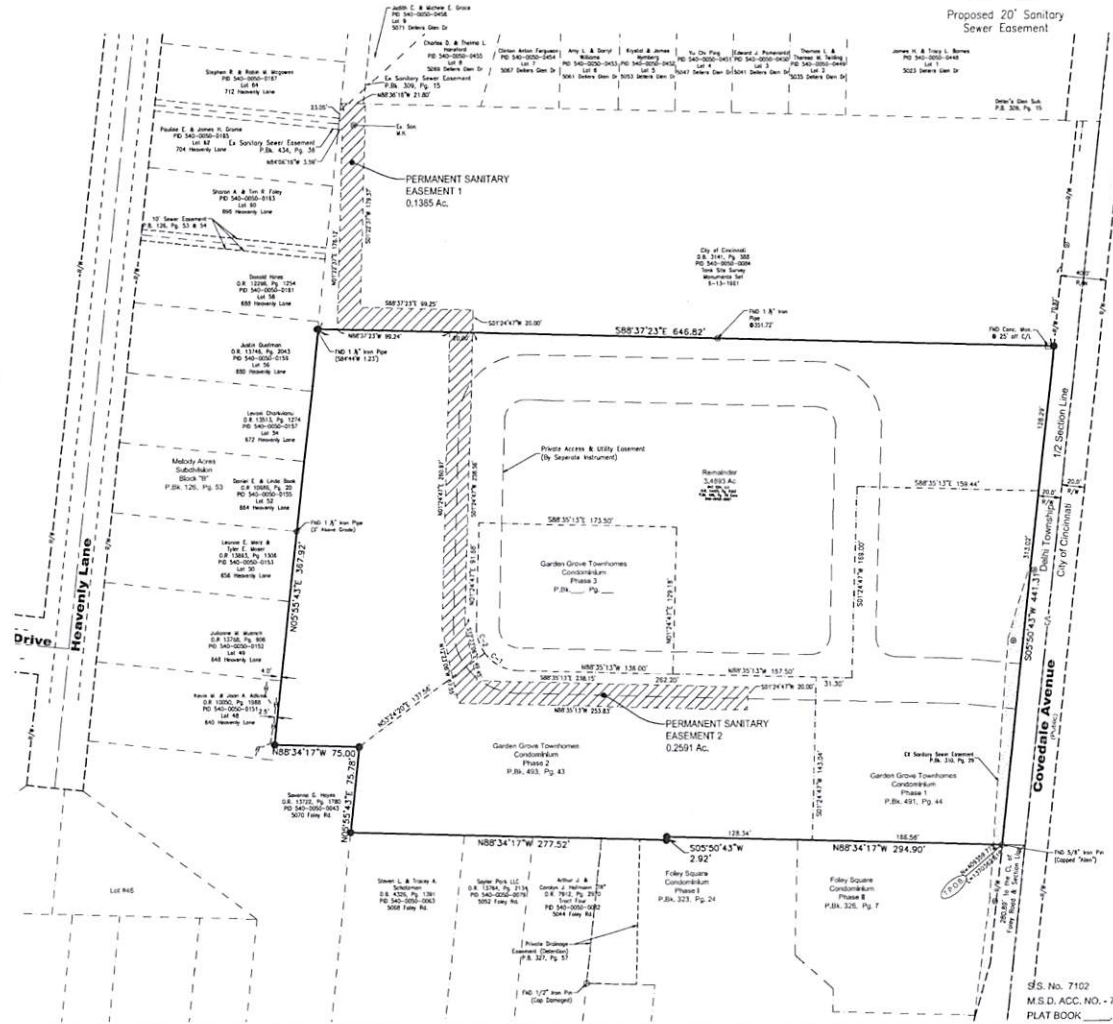
RECOMMENDED BY:

CATHY B. BAILEY, DIRECTOR, GREATER CINCINNATI WATER WORKS

 DATE: _____

OWNER'S CERTIFICATE

PROPERTY SHOWN HEREON ON THIS PLAT WAS CONVEYED TO 643 COV LLC BY DEED RECORDED IN OFFICIAL RECORD #1839, PAGE 1103, OFFICIAL RECORD #1830, PAGE 1980 AND OFFICIAL RECORD #1835, PAGE 2905 OF THE HAMILTON COUNTY RECORDER'S OFFICE AND REFERENCED IN THE AUDITORS BOOK 540, PAGE 0050, PARCEL 0567 OF THIS A.C.D.O. AND CITY OF CINCINNATI BY DEED RECORDED IN DEED BOOK 341, PAGE 388 OF THE HAMILTON COUNTY RECORDER'S OFFICE AND REFERENCED IN THE AUDITORS BOOK 540, PAGE 0050, PARCEL 0084 OF THIS A.C.D.O.



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

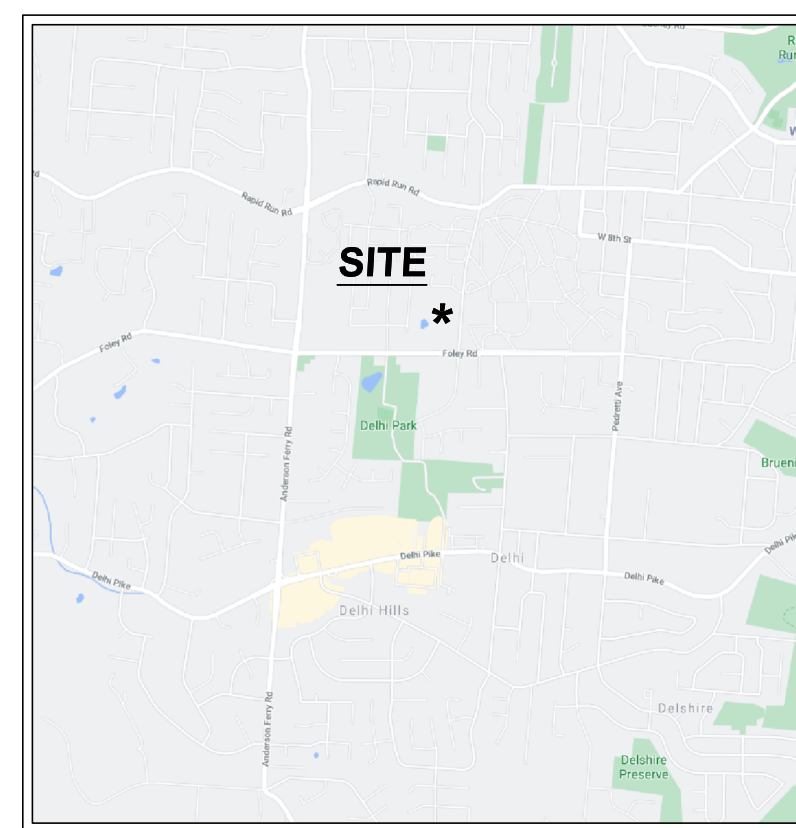


Sheet	Drawn	Checked	Date
1	J.L.S.	J.L.S.	11/28/22
2	J.L.S.	J.L.S.	12/07/22
3	J.L.S.	J.L.S.	12/07/22
4	J.L.S.	J.L.S.	12/07/22
5	J.L.S.	J.L.S.	12/07/22
6	J.L.S.	J.L.S.	12/07/22
7	J.L.S.	J.L.S.	12/07/22
8	J.L.S.	J.L.S.	12/07/22
9	J.L.S.	J.L.S.	12/07/22
10	J.L.S.	J.L.S.	12/07/22

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



Drawn by: 20-0171 EP MSD
 Checked by: J.L.S.
 Issue Date: MAR
 Issue Date: 7-30-21



VICINITY MAP
n.l.s.

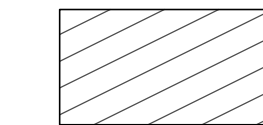
SANITARY SEWER EASEMENT DEDICATION PLAT FOR GARDEN GROVE DEVELOPMENT 643 COVEDALE AVENUE

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

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

LEGEND

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



Proposed 20' Sanitary Sewer Easement

EASEMENT TABLE

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

DEDICATION STATEMENT

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

RESTRICTIONS ON SEWER EASEMENTS

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

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

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

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

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

OWNER: 643 COV LLC, AN OHIO LIMITED LIABILITY COMPANY

NAME:

PRINTED NAME:

TITLE:

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

STATE OF: OHIO
COUNTY OF: HAMILTON

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

NOTARY PUBLIC:

MY COMMISSION EXPIRES: _____

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

CITY OF CINCINNATI

BY:

CINCINNATI CITY MANAGER

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

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATION

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

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

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

APPROVED:

SEWERS CHIEF ENGINEER - MSD

SANITARY SEWER ACCEPTANCE

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

COUNTY ADMINISTRATOR

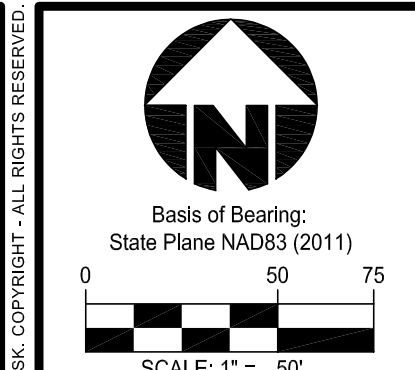
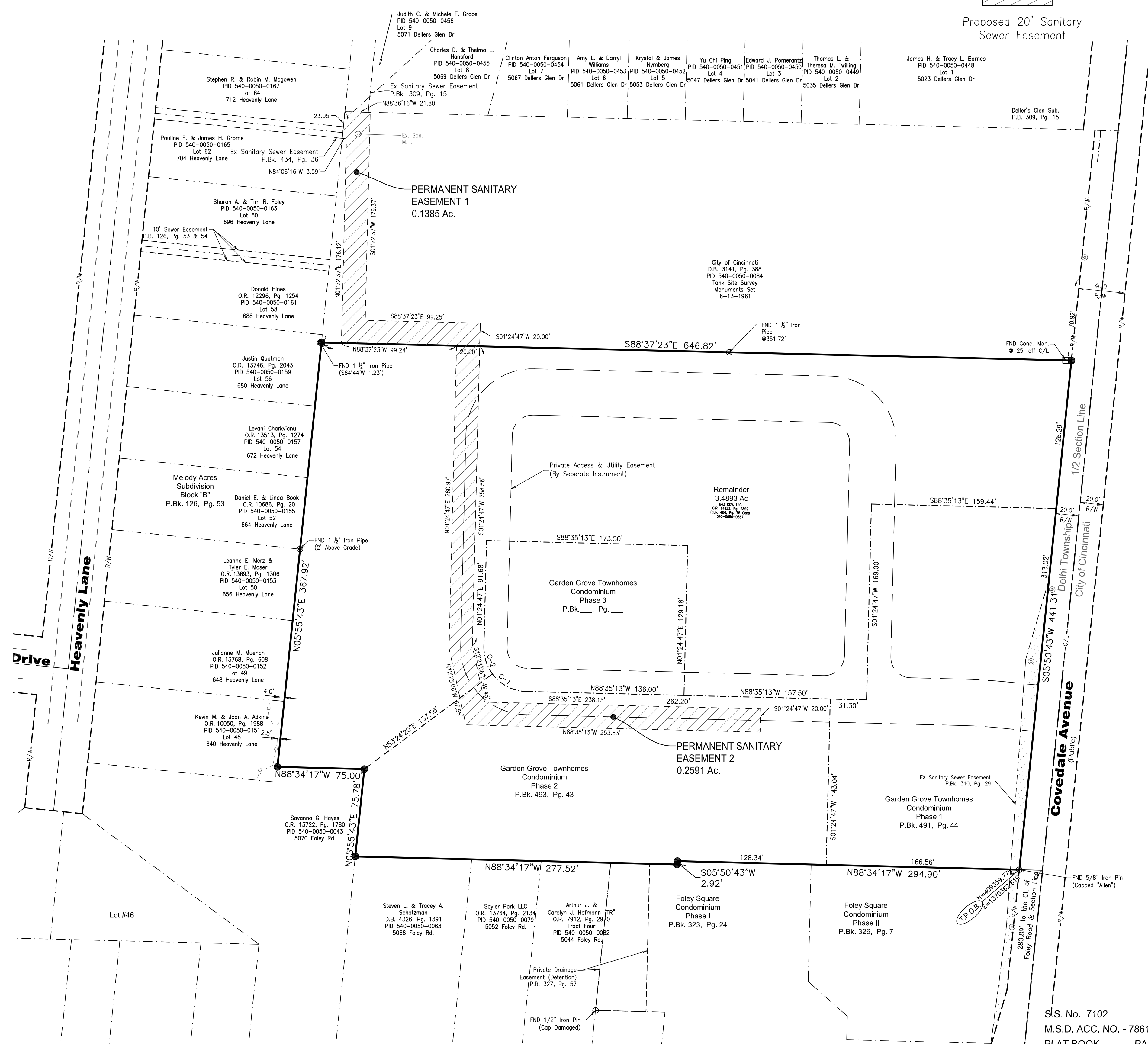
DATE

RECOMMENDED BY:

CATHY B. BAILEY, DIRECTOR, GREATER CINCINNATI WATER WORKS

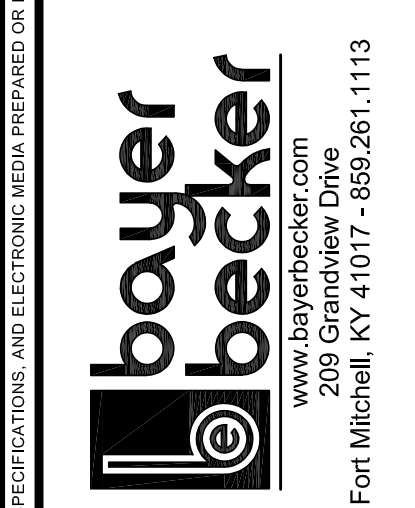
OWNER'S CERTIFICATE

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



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

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



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

8 S. No. 7102
M.S.D. ACC. NO. - 78615
PLAT BOOK _____, PAGE _____

1 of 1

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

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

Date: January 19, 2023

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

Attached is an ordinance captioned as follows:

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

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

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

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

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

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

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

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

City of Cincinnati

CHM
EESW

An Ordinance No. _____ - 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

PROPERTY SALE AGREEMENT

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

Recitals:

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Closing.

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

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

{00363545-1}

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

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

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

(d) Buildings & Inspections:

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

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

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

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

{00363545-1}

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

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

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

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

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

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

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

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

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

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

5. **General Provisions.**

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

{00363545-1}

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

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

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

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

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

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

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

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

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

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

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

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

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

{00363545-1}

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

BAM REALTY GROUP, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description - the Sale Property

Auditor's Parcel No.: None

Property Address: None; Madison Road, Cincinnati, Ohio 45209

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

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

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

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

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

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

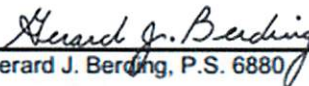
CONTAINING 0.0635 ACRES and being subject to all legal easements and highways of record.

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

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

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

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


Gerard J. Berding, P.S. 6880

April 15, 2021
Date



{00363545-1}

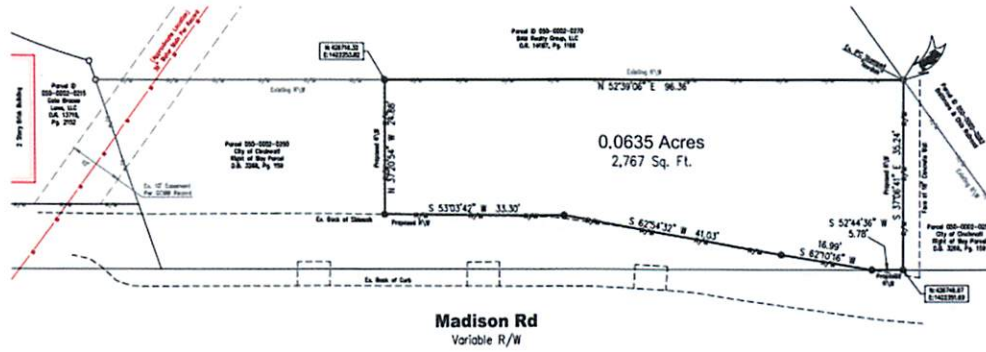
EXHIBIT B to Property Sale Agreement Site Survey



Closure Report - 0.0635 Acres

Proj	Bearing	Distance	Station	Station
38	S 57°04'30" E	25.34	438774.78	1422335.43
49	S 57°04'30" E	5.78	438774.67	1422331.89
41	S 57°04'30" E	16.89	438774.18	1422347.29
46	S 57°04'30" E	11.83	438773.24	1422333.58
42	S 57°04'30" E	33.28	438774.36	1422351.53
43	S 57°04'30" E	24.58	438868.34	1422283.81
44	S 57°04'30" E	46.26	438774.32	1422333.81
39	S 57°04'30" E	46.26	438774.78	1422335.43

Closure Error Distance: 0.0001 Error Bearing: 1.427537" E
 Closure Precision: 1 in 470,642.14 Error Distance: 20.08"
 Area: 0.0635 Acres, 2767 Sq. Ft.



OCCLUSION
As Shown On Plat

Plat of Survey

Barron Peck Bennie
& Schlemmer Co., LPA
3230 Madison Rd
City of Cincinnati
Hamilton County, Ohio

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

AYR | G.B | 1" = 10'

06/04/2020 | 19133

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

Indicates set 5/16" x 3/2" Iron Pin and Cap
 Indicates existing Iron Pin, unless noted otherwise



Howard J. Berding
 Grand J. Berding, P.E. - 6880
 berding@berding-surveying.com

4-15-2021
 Date



Berding Surveying
 GPS Surveying • 3D Laser Scanning
 7411 East Street • 45244, OH 45244 • www.berdingsurveying.com
 513.833.8121 • Fax: 513.833.8888
 Copyright © 2017 G. J. Berding, LPA, All Rights Reserved.

{00363545-1}

EXHIBIT C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

QUITCLAIM DEED

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

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

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

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

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

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

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

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

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

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

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

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

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

- Exhibit A – *Survey Plat*
- Exhibit B – *Legal Description*

[SIGNATURE PAGE FOLLOWS]

Executed on _____, 2023.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public:
My commission expires: _____

Approved by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00363545-1}

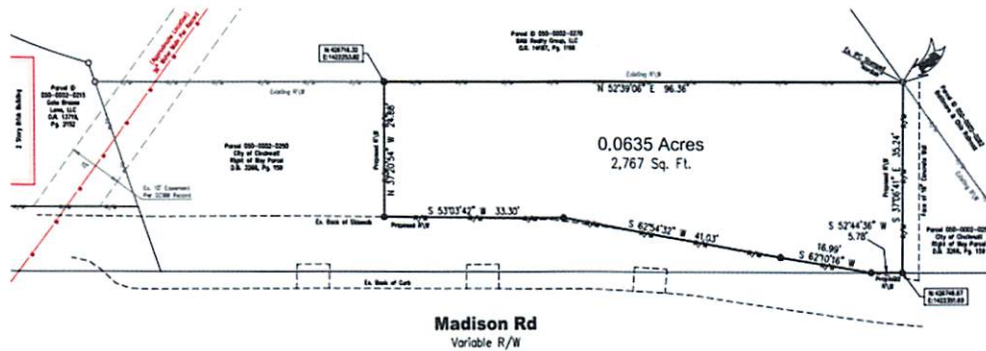
EXHIBIT A to Quitclaim Deed Survey Plat



Close Report - 0.0635 Acres

Point #	Bearing	Distance	Stationing	Utility
38	S 37°51'41" E	26.34	438774.38	1422283.42
45	S 12°47'04" W	5.78	438764.67	1422281.89
46	S 42°47'04" W	16.28	438763.18	1422281.29
41	S 42°47'04" W	41.23	438758.24	1422283.28
42	S 37°51'41" W	33.18	438774.38	1422283.52
43	S 37°51'41" W	24.38	438808.34	1422283.87
44	S 47°51'04" E	46.28	438774.38	1422283.87
39	S 47°51'04" E	46.28	438774.38	1422283.42

Close Area Distance: 0.0635 Acres
 Close Perimeter: 138.47562 Feet
 Close Area: 2,767 Sq. Ft.



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

OCCUPATION
As Shown On Plat

Plat of Survey

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

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

AYR | G.B. | 1" = 10'

06/04/2020 | 19133

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

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



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

4-15-2021
 Date



Berding Surveying
 GPS Surveying • 3D Laser Scanning
 741 Oak Street | Cincinnati, OH 45202 | www.berdingsurveying.com
 513.833.4211 fax: 513.833.1880
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{00363545-1}

EXHIBIT B
to Quitclaim Deed
Legal Description

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

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

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

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

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

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

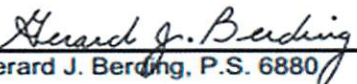
CONTAINING 0.0635 ACRES and being subject to all legal easements and highways of record.

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

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

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

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


Gerard J. Berding, P.S. 6880

April 15, 2021
Date



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

PROPERTY SALE AGREEMENT

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

Recitals:

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Closing.

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

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

{00363545-1 }

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

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

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

(d) Buildings & Inspections:

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

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

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

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

{00363545-1}

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

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

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

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

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

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

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

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

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

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

5. General Provisions.

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

{00363545-1 }

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Site Survey*

Exhibit C – *Form of Quit Claim Deed*

{00363545-1 }

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

BAM REALTY GROUP, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description - the Sale Property

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

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

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

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

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

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

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

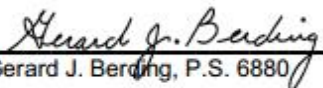
CONTAINING 0.0635 ACRES and being subject to all legal easements and highways of record.

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

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

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

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


Gerard J. Berding, P.S. 6880

April 15, 2021
Date



{00363545-1}

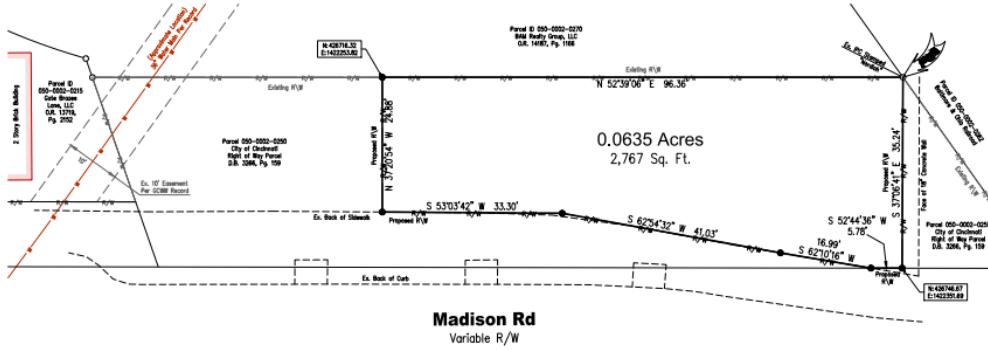
EXHIBIT B to Property Sale Agreement Site Survey



Closure Report - 0.0635 Acres

Line #	Bearing	Distance	Northing	Easting
39	S 37°50'11" E	25.24	438774.78	1422335.42
40	S 52°44'36" W	5.76	438748.87	1422351.89
41	S 62°10'16" W	18.99	438743.18	1422347.29
42	S 42°54'32" W	41.03	438735.24	1422332.26
43	S 53°03'42" W	33.30	438716.56	1422326.53
44	N 37°25'14" E	34.88	438696.54	1422328.82
45	N 52°34'36" E	96.36	438716.52	1422325.82
38	N 42°17'18" E	35.24	438774.78	1422335.42

Closure Error Distance: 0.0261 Four Bars: 1 1422327" W
 Closure Precision: 1 in 47586.2 Total Distance: 222.88
 Area: 0.0635 Acres, 2767 Sq. Ft.



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

OCCUPATION
 As Shown On Plat

Plat of Survey
 Survey Date:

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

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

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

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

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



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

4-15-2021
 Date



Berding Surveying
 GPS Surveying • 3D Laser Scanning
 711 Grand Street | Columbus, OH 43215 | www.berdingsurveying.com
 614.851.6761 fax | 614.851.5555 cell
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{00363545-1}

EXHIBIT C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

{00363545-1}

QUITCLAIM DEED

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – *Survey Plat*

Exhibit B – *Legal Description*

[SIGNATURE PAGE FOLLOWS]

{00363545-1}

Executed on _____, 2023.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public:
My commission expires: _____

Approved by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00363545-1}

EXHIBIT A to Quitclaim Deed Survey Plat

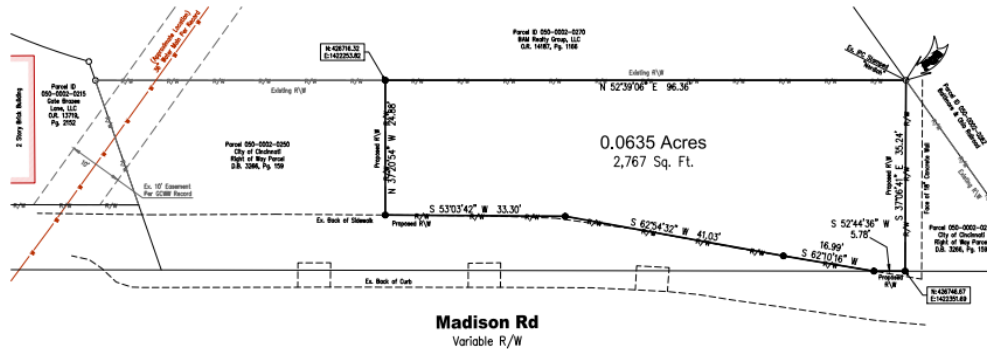


Baselines
Based on State Plane Coordinate System
Ohio South Zone (NAD83) as Established
by 0007 VES GPS Observations Calibrated
to City of Cincinnati Control Monuments

Close Report - 0.0635 Acres

PT#	Bearing	Distance	Northing	Easting
38	S 37°04'41" E	35.24	428774.78	1422330.42
45	S 52°44'36" W	5.78	428746.47	1422351.89
41	S 62°10'16" W	16.89	428743.18	1422347.29
42	S 42°54'32" W	41.03	428735.24	1422332.26
43	S 53°03'42" W	33.30	428716.56	1422295.53
44	N 37°25'54" E	24.88	428665.24	1422281.97
39	N 52°34'36" E	96.36	428714.78	1422335.42

Close Error Distance: 0.0281 Feet Headed S 14°25'20" W
Close Proportion: 1 To 41248.6 Total Distance: 223.58
Area: 0.0635 Acres, 2767 Sq. Ft.



Madison Rd
Variable R/W

4-15-2021 Final performance AYR
Monument

OCCUPATION
As Shown On Plat

Plat of Survey
Survey Type

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

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

AYR | GJB | 1" = 10'

Drawn By: GJB | Checked By: GJB | Drawing Date: 06/04/2020 | Project Number: 19133

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

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



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

Date
4-15-2021



Berding Surveying
GPS Surveying • 3D Laser Scanning
741 Main Street | Columbus, OH 43215 | www.berdingsurveying.com
614.831.6761 fax | 614.831.5555 w
Copyright © 2017 G. J. Berding Surveying, Inc. All Rights Reserved.

{00363545-1}

EXHIBIT B
to Quitclaim Deed
Legal Description

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

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

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

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

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

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

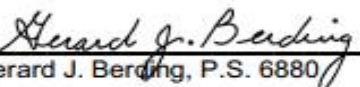
CONTAINING 0.0635 ACRES and being subject to all legal easements and highways of record.

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

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

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

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


Gerard J. Berding, P.S. 6880

April 15, 2021
Date

