



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

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, October 23, 2023

1:00 PM

Council Chambers, Room 300

AGENDA

GRANTS AND DONATIONS

1. [202302203](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

Sponsors: City Manager

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

2. [202302206](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AMENDING** Ordinance No. 276-2023 to authorize the City Manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

Sponsors: City Manager

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

3. [202302204](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.

Sponsors: City Manager

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

4. [202302205](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission's 2023 Toy Drive to support Cincinnati Recreation Commission's holiday season programming needs in underserved communities; and **AUTHORIZING** the Director of Finance to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

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

EXPENDITURES

5. [202302201](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the expenditure of up to \$29,000 from Special Events Fund 314 to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio; and **DECLARING** such expenditure to be for a public purpose.

Sponsors: City Manager

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

6. [202302202](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** a payment of \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation's Volunteer and Employee Criminal History System.

Sponsors: City Manager

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

PUBLIC UTILITY EASEMENTS

7. [202302165](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio in accordance with the plat entitled MISC123-Fuhrman Road Fire Hydrant-E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

8. [202302172](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio in accordance with the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

9. [202302173](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

10. [202302177](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Colerain Township, Hamilton County, Ohio in accordance with the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

11. [202302179](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio in accordance with the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

LEASE AGREEMENTS

12. [202302197](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to execute a Lease Agreement with 60 East LLC pursuant to which the City will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine.

Sponsors: City Manager

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

13. [202302222](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/18/2023, **AUTHORIZING** the City Manager to execute a First Amendment to Ground Lease with BLOC Ministries, Inc., pursuant to which the City will lease approximately three and one-half acres of land at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati for the operation of a youth horse riding academy.

Sponsors: City Manager

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

ADJOURNMENT

October 18, 2023

To: Mayor and Members of Council

202302203

From: Sheryl M. M. Long, City Manager

**Subject: Ordinance – DOTE: Ohio Transit Partnership Program (OTP2)
Grant Application**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

This Ordinance authorizes the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program (OTP2), awarded by the Ohio Department of Transportation (ODOT), to provide resources for preventative maintenance and operating assistance for the streetcar system.

The City already applied for OTP2 grant resources to meet the application deadline, but no grant funds will be accepted without City Council approval.

This grant does not require local matching resources. However, the City applied for the OTP2 grant with a 20% percent local match offer, totaling up to \$400,000, to improve the City's competitive advantage. If awarded, matching resources may come from existing and future capital improvement program project accounts. No new FTEs/full-time equivalents are associated with this grant.

The OTP2 grant application 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 Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

WHEREAS, grant resources of up to \$2,000,000 are available from the Ohio Department of Transportation’s Ohio Transit Partnership Program (“OTP2”) which, if awarded, will be used to provide resources for preventative maintenance and operating assistance for the streetcar system; and

WHEREAS, the City already applied for the OTP2 grant to meet the application deadline, but no grant funds will be accepted without approval by Council; and

WHEREAS, while this grant does not require local matching resources, the City applied for the OTP2 grant with a 20 percent local match offer, totaling up to \$400,000, to improve the City’s competitive advantage, and matching resources may come from existing and future capital improvement program project accounts; and

WHEREAS, there are no new FTEs/full time equivalents associated with the OTP2 grant; and

WHEREAS, the OTP2 grant application is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for grant resources of up to \$2,000,000 from the Ohio Transit Partnership Program, awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance and operating assistance for the streetcar system.

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council 202302206
From: Sheryl M. M. Long, City Manager
**Subject: Emergency Ordinance – Cincinnati Police Department:
Amending Ordinance No. 0276-2023**

Attached is an Emergency Ordinance captioned:

AMENDING Ordinance No. 276-2023 to authorize the City Manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

This Emergency Ordinance would amend Ordinance No. 0276-2023 to authorize the City manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

On August 2, 2023, the City Council approved Ordinance No. 0276-2023, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$8,257 in DNA Testing Grant funds from Season of Justice to provide the Cincinnati Police Department (CPD) with funding to assist in solving cold cases using DNA.

When the City Council approved Ordinance No. 0276-2023, the Cincinnati Police Department expected to receive the grant funds from Season of Justice, then use those grant funds to procure lab services. Instead, Season of Justice will pay the vendor, Othram Inc., directly to perform the lab services for the CPD. Ordinance No. 0276-2023 must therefore be amended to allow the City to accept services from Othram Inc., which will be paid for by Season of Justice with the DNA Testing Grant funds.

The reason for the emergency is the immediate need to comply with the grant acceptance deadline and to accept grant-funded services in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

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AMENDING Ordinance No. 276-2023 to authorize the City Manager to accept services from Othram Inc., which will be paid for by funds awarded through the Season of Justice DNA Testing Grant.

WHEREAS, on August 2, 2023, Council approved Ordinance No. 276-2023, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$8,257 in DNA Testing Grant funds from Season of Justice to provide the Cincinnati Police Department with funding to assist in solving cold cases using DNA; and

WHEREAS, when Council approved Ordinance No. 276-2023, the Cincinnati Police Department expected to receive the grant funds from Season of Justice, then use those grant funds to procure lab services; and

WHEREAS, instead, Season of Justice will pay the vendor, Othram Inc., directly to perform the lab services for the Cincinnati Police Department; and

WHEREAS, Ordinance No. 276-2023 must be amended to allow the City to accept services from Othram Inc., which will be paid for by Season of Justice with the DNA Testing Grant funds; now, therefore;

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

Section 1. That Sections 1, 3, and 4 of Ordinance No. 276-2023, approved by Council on August 2, 2023, are hereby amended as follows:

~~Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$8,257 in DNA Testing Grant funds from Season of Justice to provide the Cincinnati Police Department with funding to assist in solving cold cases using DNA~~ from Season of Justice through the DNA Testing Grant for the purpose of solving cold cases, and to accept in-kind services from Othram, Inc. paid for by Season of Justice with funds awarded through the grant.

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

~~Section 4~~ 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 to ensure timely acceptance of the grant-funded services ~~funds.~~

Section 2. That Section 2 of Ordinance No. 276-2023 is hereby deleted in its entirety.

Section 3. That all terms of Ordinance No. 276-2023 not amended or removed by this Ordinance remain in full force and effect.

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 comply with the grant acceptance deadline and to accept grant-funded services in a timely manner.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council 202302204
From: Sheryl M. M. Long, City Manager
Subject: **Ordinance – Cincinnati Recreation Commission: Land and Water Conservation Fund Grant Application for Camp Washington Skate Park**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.

Approval of this Ordinance would authorize the City Manager to apply for grant resources in an amount of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.196) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a skate park at the Camp Washington Recreation Area.

The Land and Water Conservation Fund (ALN 15.916) is a federally funded reimbursement grant program awarded by the Ohio Department of Natural Resources (ODNR). The grant provides up to fifty percent of project funding for the acquisition, development, and rehabilitation of recreational areas.

To meet ODNR’s fifty percent local match, funding of up to \$250,000 will be provided from existing capital improvement program project account no. 980x199x241900, “Outdoor Facilities Renovation,” or a future capital improvement program project account. Local fundraising is underway to further support the skate park project.

There are no new FTEs associated with this grant application. The deadline to apply is November 13, 2023, but CRC will not accept grant resources without authorization from the City Council.

Applying for the ODNR grant to construct a skate park, in response to public input, is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.

WHEREAS, the Land and Water Conservation Fund (ALN 15.916) is a federally funded reimbursement grant program awarded by the Ohio Department of Natural Resources (the “ODNR Grant”) that provides up to fifty percent project funding for the acquisition, development, and rehabilitation of recreational areas; and

WHEREAS, the City Administration intends to apply for a grant of up to \$500,000 to construct a skate part at the Camp Washington Recreation Area; and

WHEREAS, to meet the ODNR Grant’s requirement of a fifty percent local match, funding of up to \$250,000 will be provided from existing capital improvement program project account no. 980x199x241900, “Outdoor Facilities Renovation” or a future capital improvement program project account; and

WHEREAS, there are no new FTEs/full time equivalents associated with the ODNR Grant; and

WHEREAS, the City intends to apply for the ODNR Grant before the application deadline of November 13, 2023, but no grant funds will be accepted without approval by Council; and

WHEREAS, applying for the ODNR Grant to construct a skate park, in response to public input, is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as well as the strategy to “[u]nite our communities” as described on pages 207-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources (the “ODNR Grant”) for the purpose of providing resources to construct a new skate park at the Camp Washington Recreation Area.

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council
202302205

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Cincinnati Recreation Commission: 2023 Holiday Toy Drive Donations**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission’s 2023 Toy Drive to support Cincinnati Recreation Commission’s holiday season programming needs in underserved communities; and **AUTHORIZING** the Director of Finance to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

Approval of this Ordinance will authorize the City Manager and Cincinnati Recreation Commission (CRC) employees to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission’s 2023 Toy Drive to support the Cincinnati Recreation Commission’s holiday season programming needs in underserved communities. It would also authorize the Finance Director to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

CRC estimates monetary donations to be received will be valued individually between \$6,000 and \$8,000 and in-kind donations valued individually between \$7,000 and \$10,000. Both the monetary and in-kind donations will be used to support CRC’s holiday season programming needs in underserved communities.

There are no matching funds or new FTEs associated with the acceptance of these donations.

Acceptance of these donations are in accordance with the “Collaborate” goal to [w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 208-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission's 2023 Toy Drive to support Cincinnati Recreation Commission's holiday season programming needs in underserved communities; and **AUTHORIZING** the Director of Finance to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

WHEREAS, the Cincinnati Recreation Commission's ("CRC") annual toy drive collects monetary donations and gifts to support holiday season programming needs in underserved communities; and

WHEREAS, because CRC anticipates that it will receive monetary donations valued individually between \$6,000 and \$8,000 and in-kind donations valued individually between \$7,000 and \$10,000, advance approval from Council is needed to accept the anticipated donations; and

WHEREAS, these donations do not require matching funds, and there are no additional FTEs/full time equivalents associated with the acceptance of these donations; and

WHEREAS, acceptance of these donations is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 208-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager and employees of the Cincinnati Recreation Commission are authorized to solicit and accept monetary and in-kind donations of assorted gifts from the Cincinnati business community, individual benefactors, and other appropriate sources through the Cincinnati Recreation Commission's 2023 Toy Drive for the purpose of supporting the Cincinnati Recreation Commission's holiday season programming needs in underserved communities.

Section 2. That the Director of Finance is authorized to deposit monetary donations into Contributions for Recreation Purposes Fund 319 revenue account no. 319x8571.

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council

202302201

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – President Pro Tem Parks: Authorizing Expenditures to Cincinnati Public Schools (CPS) for Girls in Government Programming

Attached is an Emergency Ordinance captioned:

AUTHORIZING the expenditure of up to \$29,000 from Special Events Fund 314 to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio; and **DECLARING** such expenditure to be for a public purpose.

Ordinance No. 0190-2023 authorized the transfer of \$29,000 from the FY 2023 office budget of President Pro Tem Victoria Parks to the Special Events Fund to provide resources for upcoming Girls in Government programming. This Emergency Ordinance will authorize the provision of resources to Cincinnati Public Schools (CPS) to fund the programming. The expense is also declared to serve a public purpose because the resources will fund an important program that benefits the community.

The reason for the emergency is the immediate need to provide resources for upcoming Girls in Government programming and a field trip before the end of calendar year 2023.

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

Attachment

E M E R G E N C Y

CNS

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AUTHORIZING the expenditure of up to \$29,000 from Special Events Fund 314 to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio; and **DECLARING** such expenditure to be for a public purpose.

WHEREAS, Ordinance No. 190-2023 authorized the transfer of \$29,000 from the office budget of President Pro Tem Victoria Parks to the Special Events Fund to provide resources for upcoming Girls in Government programming; and

WHEREAS, Council now desires to provide these resources to Cincinnati Public Schools to manage upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio; and

WHEREAS, these funds will be used to fund an important program that benefits the community; now, therefore,

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

Section 1. That the City's expenditure of up to \$29,000 from the unappropriated surplus of Special Events Fund 314 is authorized to provide resources to Cincinnati Public Schools for upcoming Girls in Government programming, including a field trip to the Ohio Statehouse in Columbus, Ohio.

Section 2. That these expenditures are declared to serve a public purpose because the resources will be used to fund an important program that benefits the community.

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

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 provide resources for upcoming Girls in Government programming and a field trip before the end of calendar year 2023.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council

202302202

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Cincinnati Recreation Commission:
Moral Obligation Payment to the Ohio Treasurer of State**

Attached is an Emergency Ordinance captioned:

AUTHORIZING a payment of \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System.

Approval of this Emergency Ordinance will authorize the payment \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided to the Cincinnati Recreation Commission.

The City entered into a contract with the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System (VECHS) program to conduct state and federal criminal history information queries for job applicants at Cincinnati Recreation Commission certified childcare centers on November 4, 2019. The agreement expired in November 2022. The moral obligation payment covers criminal history information query services provided outside of a contract. A new contract has been finalized effective October 2023.

Cincinnati Recreation Commission staff were informed of the contract issues and educated on the best practices for coordinating and reviewing contracts prior to expiration dates to prevent moral obligations in the future.

The reason for the emergency is the immediate need to pay the Ohio Treasurer of State for criminal history information query services provided to the Cincinnati Recreation Commission.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

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- 2023

AUTHORIZING a payment of \$4,394.25 from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System.

WHEREAS, the City entered into a contract (“Agreement”) with the Ohio Bureau of Criminal Investigation’s Volunteer and Employee Criminal History System (“VECHS”) program on November 4, 2019; and

WHEREAS, through the Agreement, VECHS conducts state and federal criminal history information queries for job applicants at Cincinnati Recreation Center’s (“CRC”) certified childcare centers; and

WHEREAS, the Agreement expired on November 22, 2022, and a new contract is expected to be finalized effective October 2023; and

WHEREAS, criminal history information query services continued through August 2023 until halted by the State for outstanding invoices; and

WHEREAS, a moral obligation payment of \$4,394.25 is now required for the outstanding invoice for criminal history information query services performed after the Agreement expired; and

WHEREAS, CRC staff has been educated on the best practices for coordinating and reviewing contracts prior to their expiration dates to prevent moral obligations in the future; and

WHEREAS, sufficient resources are available in CRC General Fund non-personnel operating budget account no. 050x199x4940x7289 to pay for the services rendered; and

WHEREAS, Council desires to provide payment of \$4,394.25 to the Ohio Treasurer of State for services provided to CRC; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$4,394.25 to the Ohio Treasurer of State from Cincinnati Recreation Commission General Fund non-personnel operating budget account no. 050x199x4940x7289 as a moral obligation to the Ohio Treasurer of

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State for criminal history information query services provided by the Ohio Bureau of Criminal Investigation's Volunteer and Employee Criminal History System.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay the Ohio Treasurer of State for criminal history information query services provided to the Cincinnati Recreation Commission.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council 202302165
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Fuhrman Road - 8601 Ridge

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio in accordance with the plat entitled MISC123-Fuhrman Road Fire Hydrant-E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by Molly J. Properties, LLC, an Ohio limited liability company, and Amberley Village, an Ohio municipal corporation, for construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

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

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio in accordance with the plat entitled MISC123 – Fuhrman Road Fire Hydrant – E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder’s Office.

WHEREAS, Molly J. Properties, LLC, an Ohio limited liability company, and Amberley Village, an Ohio municipal corporation, have granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Amberley Village, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled MISC123 – Fuhrman Road Fire Hydrant – E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder’s Office (“Easement Plat”); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the public utility easement granted by Molly J. Properties, LLC, an Ohio limited liability company, and Amberley Village, an Ohio municipal corporation, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in Amberley Village, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled MISC123 – Fuhrman Road Fire Hydrant – E1074, as recorded in Plat Book 487, Page 40, Hamilton County, Ohio Recorder’s Office and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Tract I

Situated in Section 26, Town 4, Entire Range 1, Village of Amberley, Sycamore Township, Miami Purchase, Hamilton County, State of Ohio, and being more particularly described as follows:

Commencing at the point of intersection of the centerline of Ridge Road and the Village of Amberley - City of Reading Corporation Line, said point being also the northeast corner of the southwest quarter of Section 26;

Thence with said corporation line, being also the half section line of Section 26, north $88^{\circ}06'18''$ west a distance of 435.60 feet to a point;

Thence south $2^{\circ}28'18''$ west with the projection of the Grantor's east line, a distance of 30.00 feet to the Grantor's northeast corner and the real place of beginning for the description;

Thence along the following course:

Continuing with the Grantor's east line south $2^{\circ}28'18''$ west a distance of 0.64 feet to a point;

North $88^{\circ}08'40''$ west a distance of 293.41 feet to a point; North $88^{\circ}24'19''$ west a distance of 503.71 feet to a point;

North $89^{\circ}03'40''$ west a distance of 266.87 feet to a point;

South $81^{\circ}47'07''$ west a distance of 31.43 feet to a point;

On a curve to the left a distance of 75.59 feet to a point on the Grantor's west line, said curve having a radius of 180.00 feet and chord bearing south $78^{\circ}54'33''$ west and 75.03 feet in length;

With the Grantor's west line north $1^{\circ}53'42''$ east a distance of 30.31 feet to the Grantor's northwest corner;

With the Grantor's north line south $88^{\circ}06'18'$ east a distance of 1168.00 feet to the place of beginning.

Containing 4,562 square feet (0.1047 acres). Hamilton County Auditor's Parcel No. 526-0040-0061-00.

Tract II

Situated in Section 26, Town 4, Entire Range 1 of the Miami Purchase, Village of Amberley, Hamilton County, Ohio and being part of the property conveyed to Amberley Village, Ohio by deed recorded in Official Record Volume 7706, Page 2563 of the Hamilton County, Ohio records and further being more particularly described as follows:

Commencing at a point in the centerline of Ridge Road, being the intersection of the north-south half-section line and the east-west half-section line of Section 26;

Thence with said east-west half-section line North 88°06'18" West, a distance of 435.60 feet to a point;

Thence South 02°28'18" West, a distance of 30.64 feet to an Iron pin found at the grantor's northeasterly corner and the northeasterly corner of a parcel of land leased by DBS Ridge Road, LLC, of record in Official Record 13387, Page 834;

Thence with the grantor's northerly line and the northerly line of said lease area, North 88°08'40" West, a distance of 293.41 feet to an iron pin found;

Thence continuing with said northerly line, North 88°24'19" West, a distance of 284.70 feet to an iron pin with cap set at the northwesterly corner of said lease area and the Principal Point of Beginning for this description;

Thence through the grantor's property, along a new division line and with the westerly line of said lease area, South 01°35'55" West, a distance of 243.02 feet to an iron pin with cap set in the northerly line of a parcel of land conveyed to the State of Ohio for right-of-way purposes, of record in Official Record 8243, Page 1890;

Thence with said right-of-way parcel, South 75°30'36" West, a distance of 173.73 feet to an iron pin with cap set;

Thence continuing with said right-of-way parcel, South 76°29'13" West, a distance of 176.54 feet to an iron pin with cap set;

Thence through the grantor's property, along a new division line, North 0°56'20" East, a distance of 335.79 feet to an iron pin with cap set in the grantor's northerly line;

Thence with the grantor's northerly line, South 89°03'40" East, a distance of 122.22 feet to an iron pin with cap set;

Thence continuing with said northerly line, South 88°24'19" East, a distance of 219.01 feet to the point of beginning.

Containing 2.2658 acres, more or less, and being subject to all easements, restrictions, covenants and/or conditions of record.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council 202302172
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at
3801 Miami Run

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio in accordance with the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by Miami Run JV, LLC, an Ohio limited liability company, for construction, installation, reconstruction, operation, maintenance, repair, replacement, modification and removal of water mains and related fixtures, equipment and appurtenances through certain real property in the Village of Mariemont, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

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

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio in accordance with the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office.

WHEREAS, Miami Run JV, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in the Village of Mariemont, Ohio, as more particularly depicted and described on the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the public utility easement granted by Miami Run JV, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in the Village of Mariemont, Ohio, as more particularly depicted and described on the plat entitled WSL 3651 Water Easement Plat E-1046, Condominium Development, as recorded in Plat Book 482, Page 85, Hamilton County, Ohio Recorder's Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situated in Section 9, Town 4, Fractional Range 2, Village of Mariemont, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the intersection of the centerline of Mt. Vernon Avenue (Old Wooster Pike) and the east line of Section 9, said point being south 02 degrees 00' 35" west, 614.75 feet from the intersection of the centerline of Wooster Pike (as now improved) and the said east line of Section 9;

thence along the said east line of Section 9, south 02 degrees 00' 35" west 452.17 feet;

thence departing the said east line of Section 9, south 66 degree 06' 00" west, 292.92 feet;

thence north 84 degrees 14' 50" west, 50.53 feet; thence south 66 degrees 06' 00" west, 82.15 feet;

thence with the arc of a curve with a radius of 13,793.91 feet, counterclockwise, 120.32 feet (chord of said arc bears south 66 degrees 21' 00" west, 120.32 feet);

thence north 01 degrees 16' 48" east, 245.42 feet;

thence north 87 degrees 47' 48" east, 171.88 feet;

thence north 01 degree 16' 48" east, 184.05 feet;

thence north 32 degrees 42' 31" west, 27.76 feet;

thence north 74 degrees 52' 31" east, 111.58 feet;

thence north 62 degrees 12' 51" east, 120.90 feet;

thence north 53 degrees 30' 42" east, 171.94 feet to the said east line of Section 9 and the point of beginning.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council 202302173
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Airy Hills at North Bend Crossing

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by Airy Hills at North Bend Crossing, LLC, for water mains, related fixtures, equipment and appurtenances through certain real property located in Green Township, Hamilton County, Ohio. Water mains and appurtenances in the easement will afford system integrity and access for maintenance. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

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

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder’s Office.

WHEREAS, Airy Hills at North Bend Crossing, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Green Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder’s Office (“Easement Plat”); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the public utility easement granted by Airy Hills at North Bend Crossing, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL 3344 Water Line Easement Plat E-1049, Airy Hills at North Bend Crossing, as recorded in Plat Book 483, Page 74, Hamilton County, Ohio Recorder’s Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situate in Section 11, Town 2, Fractional Range 2, Miami Purchase, Green Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the intersection of the centerline of West Fork Road and the west line of said Section 11;

Thence leaving the west line of said Section 11, along the centerline of West Fork Road, South 87 degrees 00 minutes 07 seconds East, 276.99 feet to a point;

Thence leaving the centerline of West Fork Road, South 03 degrees 30 minutes 45 seconds West, 40.00 feet to a set iron pin in the southerly right-of-way of West Fork Road and the real place of beginning for this description;

Thence South 87 degrees 00 minutes 07 seconds East for a distance of 20.00 feet;

Thence South 03 degrees 30 minutes 45 seconds West for a distance of 351.48 feet;

Thence South 11 degrees 26 minutes 47 seconds West for a distance of 168.70 feet;

Thence South 02 degrees 22 minutes 16 seconds West for a distance of 50.60 feet;

Thence South 09 degrees 28 minutes 13 seconds East for a distance of 201.45 feet;

Thence along a curve to the right having a radius of 237.50 feet and an arc length of 57.26 feet, being subtended by a chord of South 02 degrees 33 minutes 48 seconds East for a distance of 57.12 feet to a set magnail;

Thence South 86 degrees 27 minutes 51 seconds East for a distance of 210.64 feet to a set 5/8" iron pin and cap;

Thence North 48 degrees 32 minutes 09 seconds East for a distance of 87.71 feet to a set 5/8" iron pin and cap;

Thence South 86 degrees 27 minutes 51 seconds East for a distance of 89.33 feet to a set 5/8" iron pin and cap;

Thence South 03 degrees 32 minutes 09 seconds West for a distance of 354.23 feet to the northerly Limited Access Right of Way for Interstate 74 to an existing 5/8" iron pin;

Thence North 86 degrees 39 minutes 27 seconds West for a distance of 103.10 feet with the northerly Limited Access Right of Way for Interstate 74 and an existing 5/8" iron pin and cap;

Thence North 81 degrees 09 minutes 37 seconds West for a distance of 283.07 feet continuing with the northerly Limited Access Right of Way for Interstate 74 and an existing 5/8" iron pin and cap;

Thence North 04 degrees 10 minutes 29 seconds East for a distance of 267.32 feet leaving the northerly Limited Access Right of Way for Interstate 74;

Thence along a curve to the left having a radius of 217.50 feet and an arc length of 51.80 feet, being subtended by a chord of North 02 degrees 38 minutes 53 seconds West for a distance of 51.68 feet;

Thence North 09 degrees 28 minutes 13 seconds West for a distance of 203.52 feet;

Thence North 02 degrees 22 minutes 16 seconds East for a distance of 54.26 feet;

Thence North 11 degrees 26 minutes 47 seconds East for a distance of 168.90 feet;

Thence North 03 degrees 30 minutes 45 seconds East for a distance of 349.92 feet to the place of beginning.

Together with and subject to covenants, easements, and restrictions of record. Said property contains 3.0434 acres more or less. Based on a survey by Nordloh & Associates, Inc., 614 Wooster Pike, Terrace Park, Ohio 45174 under the direct supervision of Lee C. Nordloh P.S. Ohio Registration No. 7066 dated April 2012.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council 202302177
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at
Crosley Meadow

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Colerain Township, Hamilton County, Ohio in accordance with the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by D.R. Horton-Indiana, LLC, a Delaware limited liability company, for construction, maintenance, and repair of water mains and appurtenances on property located at Crosley Meadow in Colerain Township, Hamilton County, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, GCWW, Executive Director

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Colerain Township, Hamilton County, Ohio in accordance with the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office.

WHEREAS, D.R. Horton-Indiana, LLC, a Delaware limited liability company, dedicated and granted a public utility easement in favor of the City of Cincinnati for water mains and appurtenances on property located along Crosley Meadow in Colerain Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the public utility easement granted by D.R. Horton-Indiana, LLC, a Delaware limited liability company, to the City of Cincinnati for the construction, maintenance, and repair of water mains and appurtenances on property located at Crosley Meadow in Colerain Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled WSL #3673- Crosley Meadows Easement E-1081, as recorded in Plat Book 497, Page 23, Hamilton County, Ohio Recorder's Office and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situated in Section 1, Town 2, Entire Range 1, Colerain Township, Miami Purchase, Hamilton County, State of Ohio, and being part of Lot 49 and Lot 50 of Crosley Meadows Subdivision, as recorded in Plat Book 491, Pages 21 and 22, Hamilton County, Ohio Records.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

October 18, 2023

To: Mayor and Members of City Council 202302179
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Traditions Anderson Phase 1

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio in accordance with the plat entitled *Water Main Easement E-1093, WSL 3686, Tradition Anderson-I*, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office.

The attached Ordinance accepts and confirms the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Anderson Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled *Water Main Easement E-1093, WSL 3686, Tradition Anderson-I*, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office, and which easement has been granted by Traditions Anderson, LLC, an Ohio limited liability company. The plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer and found to be correct. The City Manager in consultation with the Greater Cincinnati Water Works recommends that Council accept and confirm the acceptance of the public utility easement.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, GCWW, Executive Director

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio in accordance with the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office.

WHEREAS, Traditions Anderson, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Anderson Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the public utility easement granted by Traditions Anderson, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Water Main Easement E-1093, WSL 3686, Tradition Anderson-I, as recorded in Plat Book 491, Page 92, Hamilton County, Ohio Recorder's Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situated in M.S. No. 620, Anderson Township, Hamilton County, Ohio, and being more particularly described as follows:

Being parts of Lots 8 and 9 of Traditions Anderson 1 Subdivision, as shown on the plat recorded in Plat Book 493, Pages 96-97, Hamilton County, Ohio Recorder’s Office.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder’s Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____

Clerk

October 18, 2023

To: Mayor and Members of City Council 202302197
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – LEASE AGREEMENT – SHARP ALLEY – OTR

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Lease Agreement with 60 East LLC pursuant to which the City will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine.

The City owns the public right-of-way known as Sharp Alley, located southwest of Hust Alley and Northeast of East McMicken Avenue in Over-the-Rhine.

60 East, LLC owns certain real property abutting Sharp Alley, located at 60 East McMicken Avenue, Cincinnati, OH 45202. 60 East, LLC has requested to lease portions of Sharp Alley.

The City has determined the lease will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way, and leasing the area to 60 East, LLC is not averse to the City's retained interest in the Leased Premises.

The fair market value of the Lease Area is approximately \$225 per year, which 60 East, LLC has agreed to pay.

The City Planning Commission approved the lease at its meeting on July 21, 2023.

The Administration recommends passage of the attached ordinance.

Attachment I – Lease Agreement – Lease of Sharp Alley

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

AUTHORIZING the City Manager to execute a Lease Agreement with 60 East LLC pursuant to which the City will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine.

WHEREAS, the City of Cincinnati owns certain real property, designated as public right-of-way, commonly known as Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine (“Property”), which Property is under the management of the Department of Transportation and Engineering (“DOTe”); and

WHEREAS, 60 East LLC, an Ohio limited liability company (“Lessee”), owns or otherwise controls certain real property abutting the Property located at 60 East McMicken Avenue and has requested to lease from the City a portion of the Property, as more particularly described and depicted in the Lease Agreement attached to this ordinance as Attachment A and incorporated herein by reference (“Leased Premises”); and

WHEREAS, the City Manager, in consultation with DOTe, has determined that (i) the Leased Premises, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City’s retained interest in the Leased Premises or the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market rental value of the Leased Premises is approximately \$225 per year, which Lessee has agreed to pay; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City and leasing the Leased Premises to Lessee is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to maintain the Leased Premises at no cost to the City, (ii) Lessee has provided the City with the written consent to the lease from all property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Leased Premises at its meeting on July 21, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Lease Agreement with 60 East LLC, an Ohio limited liability company (“Lessee”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine, as more particularly described and depicted in the Lease Agreement (“Leased Premises”).

Section 2. That the Leased Premises, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease.

Section 3. That leasing the Leased Premises to Lessee is not adverse to the City’s retained interest in the Leased Premises.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Leased Premises is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to maintain the Leased Premises at no cost to the City, (ii) Lessee has provided the City with the written consent to this Lease from the property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than Lessee, an abutting property owner, would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

Section 5. That the fair market value of the lease, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$225 per year, which Lessee has agreed to pay.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including executing any and all ancillary documents associated with the Lease Agreement, such

as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

Property: Sharp Alley

LEASE AGREEMENT
(triple net)

This Lease Agreement (“**Lease**”) 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 is 801 Plum Street, Room 122, Cincinnati, OH 45202; Attention: Real Estate (the “**City**”), and **60 EAST LLC**, an Ohio limited liability company, the address of which is 57 E McMicken, Cincinnati, OH 45202 (“**Lessee**”).

Recitals:

A. The City owns the public right-of-way known as Sharp Alley in the Over-the-Rhine neighborhood of Cincinnati, including an approximately 0.0331-acre portion of Sharp Alley, more particularly described on Exhibit A (Legal Description), and depicted on Exhibit B (Survey) hereto (the “**Leased Premises**”), which is under the management of the Department of Transportation and Engineering (“**DOT**”).

B. Lessee or an affiliate thereof owns the properties located on either side of the Leased Premises, more particularly identified as Hamilton County, Ohio Auditor’s Parcel Nos. 094-0005-0297 and 094-0005-0296 (“**Lessee’s Property**”).

C. Lessee desires to lease the Leased Premises from the City, and the City is agreeable to lease the Leased Premises to Lessee on the terms and conditions set forth herein.

D. The City has determined that the Leased Premises above grade is not currently needed for transportation or other municipal purposes.

F. The fair market rental value of the Leased Premises, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$225.00 per year, which Lessee has agreed to pay.

G. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to provide maintenance and lighting to the area; (ii) Lessee has provided the City with the written consent to this Lease from all property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s lease of the Leased Premises to Lessee at its meeting on July 21, 2023.

I. Cincinnati City Council authorized the execution of this Lease by Ordinance No. [____]-2023, passed on [____], 2023.

NOW THEREFORE, the parties hereby agree as follows:

1. Grant.

(A) Grant. The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth herein. The rights herein

granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises. Lessee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the physical condition and characteristics of the Leased Premises. The City makes no representations or warranties concerning the title, condition, or characteristics of the Leased Premises or the suitability or fitness of the Leased Premises for any purpose. Lessee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Leased Premises. Lessee shall accept the Leased Premises in "as is," "where is" condition with all faults and defects, known or unknown.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works ("**GCWW**"), Metropolitan Sewer District ("**MSDGC**"), Duke Energy, Altafiber, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises, for the inspection, maintenance, repair, replacement, and removal thereof. Lessee shall not construct any structures within the Leased Premises. If Lessee constructs any additional improvements within the Leased Premises or undertakes any other action that interferes with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City and such third parties shall be permitted to take all actions reasonably necessary to eliminate such interference at Lessee's expense. If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to a utility provider, Lessee shall immediately notify the appropriate utility provider. All actual, out-of-pocket costs of repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility company damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, maintenance, repair, replacement, or removal of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements. Under no circumstances shall the City be responsible for any damage to the Leased Premises or improvements thereon resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises.

2. Term.

(A) Term. The term of this Lease (the "**Term**") shall commence on the Effective Date (also referred to herein as the "**Commencement Date**") and shall continue for **five (5)** years thereafter, unless extended or sooner terminated as herein provided.

(B) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time, by giving Lessee no less than 60 days prior written notice, if the City determines that the Leased Premises are needed for a municipal purpose. Upon such termination, the City shall refund any prepaid base rent.

3. Base Rent.

(A) Base Rent. Lessee shall pay annual base rent to the City for the Leased Premises of \$225.00. Lessee shall make a single, annual payment to the City no later than the Commencement Date, and on each one-year anniversary thereof, without demand, notice, or setoff.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee shall pay the City a late charge equal to five percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated early for any reason (other than due to the City's desire to use the Leased Premises for a municipal purpose under paragraph 2(B) above), the City shall not be required to refund any portion of the prepaid rent for such period. All payments shall be made by check payable to the "City of

Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate.

4. Permitted Use. Lessee shall use the Leased Premises for ingress and egress and maintenance purposes, and for no other purpose unless consented to in writing by DOTE. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment.

5. Utilities; Real Estate Taxes; Other Expenses. During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

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

7. Alterations.

(A) Alterations. Lessee shall not make any alterations or improvements to the Leased Premises, including without limitation installing any additional fences, signs, lighting, or other utilities, or remove any existing improvements within the Leased Premises, without obtaining the prior written consent of DOTE. If Lessee proposes to install any new fences or permanent-type structures or other improvements within the Leased Premises, Lessee shall also obtain the prior written consent of all utility companies whose utility facilities might be affected.

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

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

8. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Lessee shall maintain: (i) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City of Cincinnati as an additional insured; (ii) property insurance on any and all equipment and other personal property of Lessee from time to time kept on the Leased Premises; and (iii) such additional insurance as the City or its risk advisors may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. On or prior to the Commencement Date and prior to the expiration of

each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

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

(C) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any occurrence on the Leased Premises during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

9. Casualty. If the Leased Premises is damaged or destroyed by fire or other casualty, Lessee shall repair and restore the same, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If Lessee's insurance proceeds are insufficient to fully repair and restore the Leased Premises, Lessee shall make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth by DOTE. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Area is being repaired or restored.

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

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

mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. All notices given to Lessee under this Lease shall be delivered as follows:

60 East LLC
57 E McMicken,
Cincinnati, OH 45202
Attn: Michael Chewning
chewning@8kconstruction.com

12. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term without the City's consent, then, at the City's option, such holdover shall create a tenancy-at-will on the same terms and conditions as set forth in this Lease except that rent payable during such holdover shall be equal to the then fair market rental value of the Leased Premises as determined by appraisal by the City's Real Estate Services Division.

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City and fails to restore the Leased Premises to their former condition, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand. If the City incurs costs in removing Lessee's improvements and restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City.

13. Assignment and Sublease. Lessee shall not assign or sublet its interests under this Lease without the prior written consent of the City.

14. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Additional Conditions from City's Coordinated Report (CR#99-2022). Lessee shall comply with the following additional terms and conditions:

- (a) MSD: Ready access to the alley must be maintained due to the presence of a 24" brick sewer main in the public right-of-way.
- (b) Altafiber: Altafiber has existing underground telephone facilities at this location. Altafiber can approve this request if the existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the Lessee's expense.

15. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description*
Exhibit B – *Survey*

[SIGNATURE PAGES FOLLOW]

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

60 EAST LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2023

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by _____, the _____ of **60 EAST LLC**, an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

[CITY SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2023

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____
Fund/Code: _____
Amount: _____
By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Lease Agreement

Legal Description

Situated in Section 13, Town 3, Fractional Range 2, Millcreek Township, Between the Miamis, City of Cincinnati, Hamilton County, Ohio, and is more particularly described as follows:

All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

BEGINNING, at the intersection of the northeasterly right-of-way line of East McMicken Avenue, 33.00 feet as measured perpendicular to the centerline, and the northwesterly right-of-way line of Sharp Alley, 6.00 feet as measured perpendicular to the centerline, being the southerly corner of Northcrown 56 McMicken LLC (Official Record Book 14045, page 1711), an existing cut notch bears S48°52'11"W 3.00 feet;

THENCE, with the northwesterly right-of-way line of Sharp Alley N48°52'11"W 120.00 feet to a point at the intersection of the southwesterly right-of-way line of Hust Alley, 6.00 feet as measured perpendicular to the centerline, and the northwesterly right-of-way line of Sharp Alley, an existing MAG Nail and washer stamped "HARTIG PS 8765" bears N48°52'11"E 5.00 feet;

THENCE, with the southwesterly right-of-way line of Hust Alley, S41°07'49"E 12.00 feet to a point at the intersection of the southwesterly right-of-way line of Hust Alley and the southeasterly right-of-way line of Sharp Alley, a set cut notch bears N48°52'11"E 3.00 feet;

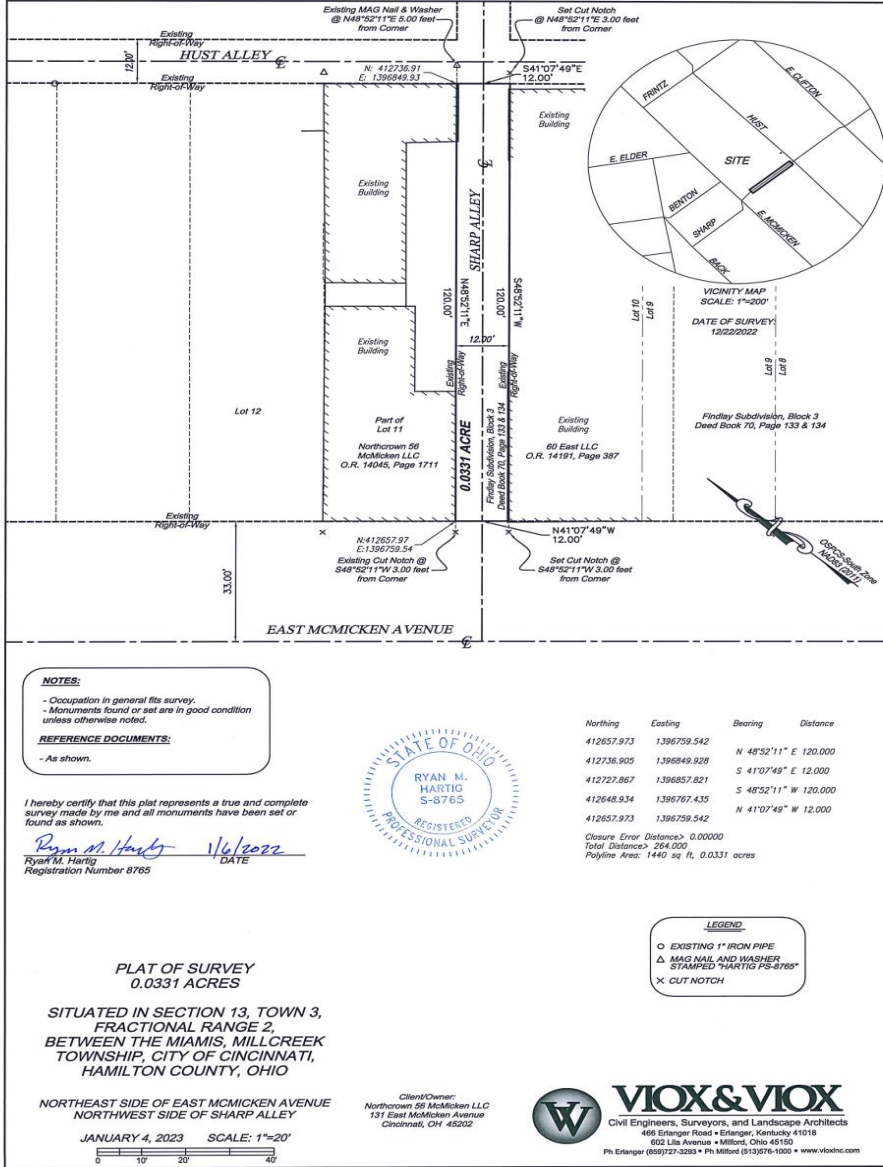
THENCE, with the southeasterly right-of-way line of Sharp Alley S48°52'11"W 120.00 feet to a point at the intersection of the southeasterly right-of-way line of Sharp Alley and the northeasterly right-of-way line of East McMicken Avenue, a set cut notch bears S48°52'11"W 3.00 feet;

THENCE, with the northeasterly right-of-way line of East McMicken Avenue N41°07'49"W 12.00 feet to the **POINT OF BEGINNING CONTAINING 0.0331 ACRES** being subject to all right-of-ways and easements of record.

This description was prepared from a new survey made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., December 22, 2022.

EXHIBIT B
to Lease Agreement

Survey



Date: October 18, 2023

To: Mayor and Members of City Council

202302222

From: Sheryl M. M. Long, City Manager

Subject: ORDINANCE – First Amendment to Horses on the Hill Lease

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a First Amendment to Ground Lease with BLOC Ministries, Inc., pursuant to which the City will lease approximately three and one-half acres of land at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati for the operation of a youth horse riding academy.

The Administration recommends passage of the attached ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission

AUTHORIZING the City Manager to execute a First Amendment to Ground Lease with BLOC Ministries, Inc., pursuant to which the City will lease approximately three and one-half acres of land at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati for the operation of a youth horse riding academy.

WHEREAS, the City of Cincinnati and BLOC Ministries, Inc., an Ohio nonprofit corporation (“Lessee”), are parties to a Ground Lease, authorized by Ordinance No. 191-2018, passed by Council on June 27, 2018, pursuant to which the City leases to Lessee approximately seven acres of real property in the East Price Hill neighborhood located at 1655 Ross Avenue (“Leased Premises”) for the development and operation of a youth horse riding academy; and

WHEREAS, the City owns approximately three and one-half acres of vacant land abutting the Leased Premises (“Lease Expansion Property”), which is under the management of the Cincinnati Recreation Commission (“CRC”); and

WHEREAS, the City and Lessee desire to amend the Ground Lease to include the Lease Expansion Property to facilitate the expansion and enhancement of services provided at the youth horse riding academy, as detailed in the First Amendment to Ground Lease attached to this ordinance as Attachment A and incorporated herein by reference; 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 sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, the City Manager, in consultation with CRC, has determined that (i) the Lease Expansion Property is not needed for municipal or recreational purposes for the duration of the Ground Lease, and (ii) leasing the Lease Expansion Property to Lessee is not adverse to the City’s retained interest in the Lease Expansion Property; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City and eliminating competitive bidding in connection with the City’s lease of the Lease Expansion Property is in the best interest of the City because the City desires to facilitate the expansion and enhancement of services provided at the youth horse riding academy and has identified the Lease Expansion Property as being an appropriate and suitable location for such expansion; and

WHEREAS, the City's Real Estate Services Division has determined, by a professional appraisal, that the fair market rental value of the Lease Expansion Property is approximately \$3,000 per year; however, the City is agreeable to lease the Lease Expansion Property to Lessee for less than its estimated fair market rental value, namely, for \$0.00 because the City anticipates that it will receive economic and non-economic benefits from the lease of the Lease Expansion Property that equal or exceed its fair market rental value because Lessee's operation of a horse riding academy for kids after school and during the summer expands exposure to unique cultural and educational programs, activities, and opportunities in the City for CRC patrons; and

WHEREAS, the City has determined that the lease of the Lease Expansion Property to Lessee is commercial in nature and constitutes a proper public purpose because the youth horse riding academy will result in the creation of employment and recreational opportunities for the benefit of the community; and

WHEREAS, Cincinnati Recreation Commission approved the lease of the Lease Expansion Property to Lessee at its meeting on May 17, 2022; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City-owned property, approved the lease of the Lease Expansion Property to Lessee at its meeting on August 18, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a First Amendment to Ground Lease with BLOC Ministries, Inc., an Ohio nonprofit corporation ("Lessee"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City will lease to Lessee approximately three and one-half acres of land located at 1655 Ross Avenue in East Price Hill ("Lease Expansion Property") on the same terms and conditions as set forth in that certain Ground Lease dated July 31, 2018, which Ground Lease Council authorized by Ordinance No. 191-2018, passed on June 27, 2018.

Section 2. That the Lease Expansion Property is not needed for a recreational or other municipal purpose for the duration of the Ground Lease.

Section 3. That leasing the Lease Expansion Property to Lessee is not adverse to the City's retained interest in the Lease Expansion Property.

Section 4. That the City’s Real Estate Services Division has determined, by professional appraisal, that the fair market rental value of the Lease Expansion Property is approximately \$3,000 per year; however, the City is agreeable to lease the Lease Expansion Property to Lessee for less than its estimated fair market rental value, namely, for \$0.00 because the City anticipates that it will receive economic and non-economic benefits from the lease of the Lease Expansion Property that equal or exceed its fair market rental value because Lessee’s operation of a horse riding academy for kids after school and during the summer expands exposure to unique cultural and educational programs, activities, and opportunities in the City for CRC patrons.

Section 5. That eliminating competitive bidding in connection with the City’s lease of the Lease Expansion Property is in the best interest of the public because the City desires to facilitate the expansion and enhancement of the youth horse riding academy and has identified the Lease Expansion Property as being an appropriate and suitable location for such expansion.

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 the First Amendment to Ground Lease, including executing any and all ancillary documents associated therewith, such as amendments or supplements to the Ground Lease deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

FIRST AMENDMENT TO GROUND LEASE

(Addition of property to Lease Area)

This First Amendment to Ground Lease (this "**Amendment**") 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 is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **BLOC Ministries, Inc.**, an Ohio nonprofit corporation, the address of which is 911 W. 8th Street, Cincinnati, Ohio 45203 ("**Lessee**").

Recitals:

A. The City and Lessee are parties to that certain *Ground Lease* dated July 31, 2018 (the "**Lease**"), pursuant to which Lessee leases approximately seven acres of City-owned property located at 1655 Ross Avenue in the East Price Hill neighborhood of Cincinnati (the "**Lease Area**"), which Lease Area is under the management and control of the City's Public Recreation Commission ("**CRC**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease.

B. The City owns approximately 3.5 acres of undeveloped vacant land formerly used as recreation space, as more particularly depicted on Exhibit A (*Exhibit A-1 of Ground Lease-Site Map-Lease Area Expansion Property*) hereto (the "**Lease Area Expansion Property**"), which Lease Area Expansion Property is under the management of CRC.

C. Lessee desires to amend the Lease to add the Lease Area Expansion Property to the Lease to expand its operation of a horse-riding academy for kids after school and during the summer.

D. 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.

E. The City is agreeable to lease to Lessee the Lease Area Expansion Property finding that it is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

F. The City Manager, in consultation with CRC, has determined that the Lease Area Expansion Property is not needed for recreation or other municipal purposes for the duration of the Lease and leasing the Lease Area Expansion Property to Lessee is not adverse to the City's retained interest in the Lease Area Expansion Property.

G. The City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Lease Area Expansion Property is approximately \$3,000 per year; however, the City is agreeable to lease the Lease Area Expansion Property to Lessee for less than the estimated fair market rental value of the Lease Area Expansion Property, namely, for \$0.00 because the City anticipates that it will receive economic and non-economic benefits from the lease of the Lease Area Expansion Property that equal or exceed its fair market rental value because Lessee's operation of a horse riding academy for kids after school and during the summer expands exposure to unique cultural and educational programs, activities, and opportunities in the City through the provision of certain after school and summer horse riding programming available to CRC patrons.

H. The City has determined that eliminating competitive bidding in connection with the City's lease of the Lease Area Expansion Property is in the best interest of the City because the City has determined that Lessee's use of the Lease Area Expansion Property for the Permitted Use is a unique and appropriate use of the Lease Area Expansion Property that will benefit the City.

I. The Public Recreation Commission approved the lease of the Lease Area Expansion Property to Lessee at its meeting on April 18, 2023.

J. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Lease Area Expansion Property at its meeting on August 18, 2023.

K. Cincinnati City Council authorized City's execution of this Amendment by Ordinance No. [___]-2023, passed [___], 2023.

NOW, THEREFORE, effective as of the Effective Date of this Amendment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** The City does hereby lease the Lease Area Expansion Property to Lessee, and Lessee does hereby lease the Lease Area Expansion Property from the City, on the terms and conditions set forth in the Lease, as hereby amended. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Lease Area Expansion Property as of the Effective Date. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Lease Area Expansion Property or the suitability or fitness of the Lease Area Expansion Property for any purpose, and, on the Effective Date (defined below), Lessee shall accept the Lease Area Expansion Property in "as is," "where is" condition with all faults and defects, known or unknown. Lessee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Lease Area Expansion Property.

2. **Exhibit A-1, Exhibit A (Site Map)** to the Lease is hereby amended and supplemented by adding Exhibit A of this Amendment attached hereto as Exhibit A-1 of the Lease. For clarity, this amendment is solely intended to add the attached Exhibit A of this Amendment to the Exhibit A of the Lease and is not intended to delete any portion of Exhibit A as it currently exists in the Lease. All references within the Lease to Exhibit A shall be read to refer to Exhibit A and Exhibit A-1 on and after the Effective Date. Any reference in the Lease to the Property shall be deemed to include all of the real property depicted in Exhibit A and Exhibit A-1, including but not limited to the Lease Area Expansion Property, as applicable.

3. **Ratification.** All terms of the Lease not amended by this Amendment or not inconsistent with this Amendment shall remain in full force and effect, and by this reference are incorporated herein as if fully rewritten herein. The Lease, as amended by this Amendment, is hereby ratified by the parties.

4. **Counterparts; E-Signature.** The parties hereto agree that this Amendment may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Amendment in two or more counterparts, and each executed counterpart shall be considered an original and all of which shall constitute one and the same Amendment.

5. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Exhibit A-1 of Ground Lease-Site Map– Lease Area Expansion Property*

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

BLOC MINISTRIES, INC.,
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me on the ____ day of _____,
2023, by _____, the _____ of **BLOC MINISTRIES, INC.**, an Ohio
nonprofit corporation, on behalf of and for the corporation.

Notary Public

My commission expires: _____

[City Signature Page Follows]

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2023, by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of and for the municipal corporation.

Notary Public
My commission expires: _____

Recommended By:

Daniel Betts, Director
Cincinnati Recreation Commission

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

EXHIBIT A
to
First Amendment to Ground Lease

Exhibit A-1 of Ground Lease-Site Map- Lease Area Expansion Property

