



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson David Mann
Vice Chair Chris Seelbach
Councilmember Steve Goodin
Councilmember Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Greg Landsman
Councilmember Betsy Sundermann
Councilmember Wendell Young

Monday, October 25, 2021

1:00 PM

Council Chambers, Room 300

ROLL CALL

PRESENTATIONS

AGENDA

- [202102934](#) REPORT, dated 10/8/2021, submitted by Paula Boggs Muething, City Manager, regarding Implementation of Recommendations of the Economic Development Reform Panel. (SEE DOC. #202102641, #202102532, and # 202102535)

Sponsors: City Manager

Attachments: [Report - Economic Development Reform Panel](#)
[Attachment A - Ordinance Amending Chapters 100 and 101](#)
[Attachment B - Ordinance adopting Council Code of Conduct Including /](#)
[Attachment C - Cincinnati Mayor Code of Conduct](#)
[Attachment D - EGG Diagram](#)
- [202103003](#) ORDINANCE (EMERGENCY), dated 10/15/2021, submitted by Councilmember Mann, from Andrew W. Garth, City Solicitor, ADOPTING a Council Code of Conduct pursuant to Section 101-45, "Code of Conduct," of the Cincinnati Municipal Code to govern conduct by Councilmembers and their staff.

Sponsors: Mann

Attachments: [Transmittal](#)
[Emergency Ordinance](#)
[Attachment A](#)
- [202103004](#) ORDINANCE (EMERGENCY), (B VERSION) dated 10/15/2021, submitted by Councilmember Goodin, from Andrew W. Garth, City Solicitor, MODIFYING Title I, "Council and Corporation Miscellany," by enacting new Chapter 119, "Prohibition on the Solicitation or

Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business,” of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from person having a financial interest in City business while it is pending before Council; and MODIFYING Section 1501-8, “Class C-1 Civil Offenses,” of Title XV “Code Compliance and Hearings,” of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

Sponsors: Goodin

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

4. [202103005](#) ORDINANCE (EMERGENCY), (B VERSION) dated 10/15/2021, submitted by Councilmember Landsman, from Andrew W. Garth, City Solicitor, AMENDING Section 10, “Code Compliance and Administrative Hearings,” of Article III, “Department of Law,” of the Administrative Code of the City of Cincinnati for the purpose of establishing a new position of ethics and good government counselor within the Department of Law to support ethics, election, and campaign finance efforts; AUTHORIZING the transfer of \$375,000 from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund personnel operating budget account no. 050x111x7100 for the purpose of providing funding for the new position of ethics and good government counselor and support staff; AUTHORIZING the transfer and appropriation of \$100,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund non-personnel operating budget account no. 050x111x7200 for the purpose of providing funding to support the operations of the ethics and good government counselor and support staff; AUTHORIZING the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to the Enterprise Software and Licenses non-departmental General Fund non-personnel operating budget account no. 050x952x7400 for the purpose of providing funding to implement a campaign finance transparency system; and REPEALING Section 13, “Office of Municipal Investigation,” of Article II, “City Manager,” of the Administrative Code to remove obsolete language regarding the Office of Municipal Investigation.

Sponsors: Landsman

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

5. [202103018](#) MOTION, dated 10/21/2021, submitted by Councilmember Mann, I MOVE that the City Administration identify the funds necessary to repair all existing security cameras around the city, at a cost estimate of

\$150,000. I FURTHER MOVE that the city administration present a management plan for these assets. (STATEMENT ATTACHED)

Sponsors: Mann

Attachments: [Motion](#)

6. [202103022](#) ORDINANCE, (EMERGENCY), 10/21/2021, submitted by Councilmember Mann, AUTHORIZING the transfer of \$24,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events Other emergency and One-Time Needs," to the unappropriated surplus of General Fund 050 to the General Fund City Manager's Office non-personnel operating budget account no. 505x101x7200 for the purpose of providing additional one-time funding for In Focus Programming in the Office of Human Relations.

Sponsors: Mann

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

7. [202103025](#) ORDINANCE, dated 10/20/2021, submitted by Councilmember Goodin, from Andrew Garth, City Solicitor, MODIFYING Title I, "Council and Corporations Miscellany," by enacting new Chapter 119, "Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while that business is pending before Council; and MODIFYING Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

Sponsors: Goodin

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

8. [202103006](#) MOTION, submitted by Councilmember Goodin, As we emerge from the pandemic, pedestrian safety has emerged as one of the primary quality of life issues in our City's neighborhoods. Nowhere is the need more acute than in Northside. Recent events have shown that the lack of new pedestrian safety measures is, in the most literal sense, a matter of life and death. Past council efforts to secure additional funding for pedestrian measures in this neighborhood have not been successful. Accordingly, WE MOVE that the Administration IMMEDIATELY engage with the Northside Community Council and other community stakeholders to ascertain which intersections merit enhanced pedestrian safety measures consistent with VisionZero goals (including, but not limited to, curb bump-outs, raised crosswalks and road diets); instruct the Department of Transportation & Engineering (DOTE) to prepare a

proposed budget for such enhancements; and prepare a list of potential sources of funding for such enhancements (including, but not limited to, any unallocated American Rescue Plan dollars).

Sponsors: Goodin

Attachments: [Motion](#)

9. [202102995](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/20/2021, AUTHORIZING the establishment of new capital improvement program project accounts in the Parks Department according to the attached Schedule of Appropriation for the purpose of having necessary funding in place to allow the Cincinnati Board of Park Commissioners to move forward with appropriate contracting in order to stabilize and repair infrastructure at various locations throughout the park system; AUTHORIZING the City Manager to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner's Fund into Parks Private Endowments and Donations Fund 430; and AUTHORIZING the transfer and appropriation of resources totaling \$825,500 from various Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached transfer schedule.

Sponsors: City Manager

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

10. [202102996](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 10/20/2021, AUTHORIZING the City Manager to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

Sponsors: City Manager

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

11. [202102997](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/20/2021, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$25,000 from the Greater Cincinnati Foundation to the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x7400 for the purpose of providing resources to support the City's Urban Agriculture Program; and AUTHORIZING the Finance Director to deposit the grant resources into General Fund revenue account no. 050x8571.

Sponsors: City Manager

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

12. [202102998](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 10/20/2021, AUTHORIZING the City Manager to execute a Lease and Management Agreement with The Northside Business Association, pursuant to which the City will lease a public parking lot commonly known as the Lingo Street Parking Lot in the Northside neighborhood for up to 20 years.

Sponsors: City Manager

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

13. [202103001](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/20/2021, AUTHORIZING the City Manager to execute a Property Transfer Agreement with Cincinnati Zoo Properties, LLC, pursuant to which the City will vacate and convey portions of certain real property designated as public right-of-way known as Louis Avenue, Euclid Avenue, and an unnamed alley; release and terminate portions of public right-of-way easements located at the intersection of Vine Street and Louis Avenue; and grant and convey encroachment easements on, under, over, and across Erkenbrecher Avenue to facilitate the construction of a new surface parking lot and aerial pedestrian bridge for the benefit of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood.

Sponsors: City Manager

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

14. [202103009](#) REPORT, dated 10/20/2021, submitted by Paula Boggs Muething, City Manager, regarding Department of Finance Reports for the Month Ended August 31, 2021.

Sponsors: City Manager

Attachments: [Transmittal - Reports for Month Ended August 2021](#)
 [Attachment - Comparative Statement of Revenue Aug 2021](#)
 [Attachment - Statement of Balances Aug 2021](#)

ADJOURNMENT

October 8, 2021

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager **202102934**
Subject: Implementation of Recommendations of the Economic Development Reform Panel

Reference Document # 202102641, # 202102532, and # 202102535

On September 9, 2021, City Council referred the following motion (Item # 202102641) for a report:

MOTION, submitted by Councilmember Mann, WE MOVE that the City Administration prepare a report to lay out a roadmap to implement the recommendations of the Economic Development Reform Panel.

On August 31, 2021, City Council referred the following ordinance (Item # 202102532) for a report:

ORDINANCE (EMERGENCY), dated 7/29/2021, submitted by Councilmember Landsman, from Andrew Garth, City Solicitor, AMENDING Article III, "Department of Law," Section 10, "Code Compliance and Administrative Hearings" of the Administrative Code of the City of Cincinnati for the purpose of establishing a new position of ethics and good government counselor within the Department of Law to support ethics and election and campaign finance efforts, which is contingent upon funding being appropriated to hire the ethics and good government counselor and other staff necessary for the duties of that office.

On August 31, 2021, City Council referred the following ordinance (Item # 202102535) for a report:

ORDINANCE (EMERGENCY), dated 7/29/2021, submitted by Councilmember Landsman, from Andrew Garth, City Solicitor, MODIFYING Chapter 117, "Campaign Finance - Disclosure," of the Cincinnati Municipal Code by AMENDING Section 117-3, "Reporting Requirements when Campaign has no Activity; Publication of Campaign Reports," to require timely reporting by the currently serving Mayor and Members of Council, and their associated campaign committees and political action committees, of political contributions in excess of \$200 per election cycle; AUTHORIZING the City Manager to take all actions necessary to design and implement a public-facing website through which such reports will be available; and AUTHORIZING the City Manager to develop such requirements, rules, and guidance, in consultation with the Cincinnati Elections Commission, as are necessary to carry out the purposes described herein, contingent upon funding being appropriated for such purposes.

Background and Context

On July 29, 2021, the Economic Development Reform Panel (“EDRP”) released its final recommendations and report—fulfilling its mission set forth in Council Ordinance No. 384-2020 to study “the City’s development process” and “mak[e] recommendations...regarding best practices and ways to...better insulate it from political influence and cronyism.” The panel and its work arose out of the indictment of multiple City councilmembers due to the alleged action of these councilmembers relating to various development projects in the City.

As requested in the motion submitted by Councilmember Mann, the primary purpose of this report is for the Administration to lay out a roadmap for implementation of the recommendations of the EDRP. There have been several additional proposals from various Councilmembers arising from the same set of circumstances that gave rise to the EDRP, so the Administration has incorporated responses regarding those proposals into this report for implementation of the EDRP recommendations. These additional proposals are as follows:

- Item # 202102532 - Proposed ordinance submitted by Councilmember Landsman regarding the establishment of a new positions of ethics and good government within the City’s Law Department.
- Item # 202102643 – Proposed ordinance submitted by Councilmember Landsman that would institute new campaign disclosure requirements.
- Item # 202102643 – Proposed ordinance submitted by Councilmember Goodin that would institute new campaign contribution limitations.

The analysis conducted by the EDRP was wide ranging and analyzed action by various public and private parties in the development process—including elected officials, City staff, and private developers. Therefore, the recommendations by the EDRP require changes to the manner in which these parties act and interact. Council is a self-governing body and some recommendations require that Council adopt or implement new policies that govern the behavior of its members. The role of Mayor is established under and regulated by the Charter, but Council has the authority to pass ordinances regulating that role to the extent that it mirrors or reflects the requirements of the Charter. For these ordinances, Council must take action in order to execute the recommendations; in this report, the Administration provides recommended steps that Council could take toward implementation, including by providing proposed ordinances. While certain recommendations are focused on Administration action, in the instances in which resources are required to undertake the recommended functions, Council action will be further required to appropriate sufficient resources. For those recommendations, the Administration has provided an action plan and an estimate of required resources. Finally, some recommendations are solely within the purview of the Administration; in these instances, the Administration will proceed with implementation.

City Administration Action to Date and Charter Roles

When faced with a crisis of institutional integrity, the Administration took all available steps within its purview to return the constituent entities of city government to the roles established by the Charter, roles enshrined in the Charter to address the corruption and cronyism that plagued our City’s early history. While the Administration had no role in the alleged behaviors that led to the arrests and indictments of city council members, we were cognizant of the important role the Administration could play in restoring public trust. As reflected in the EDRP report, the Administration took immediate steps to enact measures designed to restore trust by providing transparency, accountability, and efficiency, and to adhere to the Charter designated roles of the legislative and administrative arms of our City government.

In Section II.D. of the report the EDRP emphasized the importance of recognizing the appropriate role of Council as purely legislative and endorsed certain actions already taken by the City Manager, including the establishment of the Office of Constituent Affairs, directing city staff to provide all inquiries from elected officials on development deals directly to the City Manager's office, and to increase onboarding and training of elected officials on the appropriate roles under the Charter. The Office of Constituent Affairs and its portal: (1) centralize collection and reporting of constituent concerns regarding operations, both externally and internally; (2) improve customer service and service delivery using the data and information gathered from the aggregated data; and (3) provide transparency and accountability through a public accounting of the conduit function of elected officials in utilization of the Administration to address operational concerns.

The Administration will continue implementation and enforcement of these measures and remains committed to excellent service delivery and responsive customer service channels. The Administration will continue to solicit and utilize feedback to improve and update policies and practices that will yield these results and maximize impact.

I. EDRP Recommendations – Development Processes¹

Improper Influence on Quasi-Judicial Matters

The EDRP recommends adoption of an ordinance requiring the Zoning Hearing Examiner and members of boards and commissions considering quasi-judicial matters to report to the City Solicitor any private contact from elected officials or their staffs attempting to influence the outcome of such matters. For clarity, quasi-judicial functions of these bodies typically involve the body having a hearing, being presented facts about the specific circumstances, and then the body making an interpretation of existing law and coming to a decision. The EDRP identifies City Planning Commission, the Zoning Hearing Examiner, the Historic Conservation Board, the Zoning Board of Appeals, the Building Board of Appeals as bodies that frequently act in a quasi-judicial manner in the development process.²

Existing Cincinnati Municipal Code (CMC) 113-3 and 1501-29 prohibit members of Council, members of the Administration, parties to the subject proceeding, or any other person from interfering with, attempting to interfere with, or improperly influence a hearing examiner in the performance of the duties of the office. To fully implement the EDRP recommendation, the Administration recommends an amendment to CMC Chapters 113 and 1501 to add a reporting requirement for the zoning hearing examiner and to clarify that private communication that is not conducted in public as part of the public hearing on the matter is not permitted.

The Administration further recommends an amendment to the CMC to establish a similar overarching prohibition and reporting requirements, as detailed in the EDRP report, that will apply to all City decision-making bodies and officials that act in a quasi-judicial function. This includes those bodies identified by the EDRP as relating to land use and development and all other City bodies acting in this capacity, such as the Civil Service Commission.

The City Administration will produce and introduce an ordinance encompassing the above recommendation for Council consideration.

¹ In Section II and in Section VI of its report, the EDRP recommends that Council adopt a code of conduct. The Administration's recommendations on this item are contained below in Section IV of this report.

² Council operates almost exclusively through legislative authority. In the unusual instance that Council would hold a quasi-judicial hearing, the Administration would notify Council of applicable rules in advance (e.g., for matters appealed to Council under CMC 1449-01).

Development Process Simplification

Another EDRP recommendation is to make the development process simpler. This recommendation is premised on the assumption that simplification of the development process will increase opportunities to more developers and level the playing field. Complexity of the development process can create an environment where only a small group of repeat players or those willing to hire specialist attorneys or advisors can navigate the various administrative and legislative processes necessary to complete a development project. This creates an opportunity for political influence in the development process.

The Administration has prioritized simplification of the development process with multiple policy goals in mind—including promoting housing affordability by encouraging additional production of housing and to improve service delivery and efficient use of resources. The Administration is following three strategies to accomplish this:

- 1) Simplify the zoning code to create more as-of-right development options and streamline administrative approval processes. Current proposals in this area include an omnibus zoning code clean up ordinance and a proposal from Councilmember Keating to remove unit/area density regulations.
- 2) Improve service delivery by transitioning our current permitting and permit review software to an updated online platform that will facilitate and expedite permit review and approval.
- 3) Commit additional resources to provide targeted technical assistance for various customer groups—including non-profit development corporations, for-profit developers, and small businesses. This has occurred through a restructuring of the Department of Community and Economic Development (DCED) and the establishment of a Neighborhoods Divisions, which will focus on providing assistance to community non-profit development corporations; a solidified Economic Development Division, which will provide assistance to for-profit developers; and a small business assistance office in the DCED Director's Office that will provide assistance to small businesses.

The Administration will continue to work on these three strategies, introduce legislation to further these goals, and remains available to provide support to Councilmembers interested in legislation to support these strategies. In future budget cycles, adding resources to DCED for additional staff in the Neighborhoods Division and the Economic Development Division will provide greater capacity to facilitate the type of technical assistance recommended by the EDRP, specifically for small developers.

Forensic Audit Results

In accordance with a motion introduced by Vice Mayor Smitherman, the Administration released an RFP for services to conduct a forensic audit of all development deals that have occurred over the past three years. The City Administration has awarded a contract to Crowe LLP, a public accounting, consulting, and technology firm, to conduct the audit. A final audit report will take several more months to complete, but once received the Administration will promptly release this report to Council in an FYI memorandum and will include further recommendations at that time based on the results, in accordance with the EDRP recommendation.

II. EDRP Recommendations – Campaign Contribution Regulations and Increasing Transparency and Disclosure

One of the primary concerns extensively discussed and analyzed by the EDRP is the potential for campaign contributions to influence elected official decision-making on legislative approvals

involved in the development process. To address this potential situation, the EDRP recommends two primary actions: (1) an ordinance regulating campaign contributions that would prohibit Councilmembers or the Mayor from soliciting or accepting, or a developer from making, a campaign contribution while an applicable matter is pending in front of Council for approval; and (2) an ordinance instituting heightened campaign contribution disclosure requirements for Councilmembers, the Mayor, and candidates for those offices.

Campaign Contribution Regulation

The EDRP report describes in detail a proposed ordinance regulating campaign contributions, including definitions, scope, and a discussion of considered but ultimately rejected ideas. At this time, multiple Councilmembers have introduced proposals to limit campaign contributions and to promote increased transparency. Councilmember Goodin has introduced a proposal (Item # [202102643](#)) that closely tracks the EDRP's recommendation for limiting Councilmembers and the Mayor from soliciting or accepting contributions while specified items are pending before Council and prior to final resolution.

The primary elements of the proposal as recommended by EDRP are as follows:

- Establish a public “City business list” online specifying the names of financially interested persons associated with development projects coming before City Council.
 - City business means requests or applications for the following items requiring approval by council:
 - (a) development incentives, including loans and tax incentives, with an estimated potential value of \$100,000 or more per year;
 - (b) sales of city property with an estimated fair market value of \$200,000 or more; or
 - (c) zoning changes.
- Prohibit campaigns from accepting contributions from persons listed on the City business list while such persons have legislation pending at Council (from introduction until final legislative action).
- Require campaigns to return or give away within two weeks any contributions prohibited to be accepted under this ordinance.
- Impose civil fines against campaigns that fail to comply.
- Require the City Solicitor’s Office to investigate complaints that a Councilmember has solicited donations in violation of the ordinance and publicly report the Solicitor’s findings to Council.

The Administration recommends that Council adopt Councilmember Goodin’s proposal to implement the EDRP recommendation regarding limits on Councilmember and Mayor. Implementation of the actions required of the Administration in Councilmember Goodin’s ordinance will require an appropriation by Council of additional resources. The Administration will provide a B version of the ordinance containing an amendment to include the necessary appropriation. An estimate of the resources required are discussed in more detail below.

The EDRP also recommends a prohibition against developers *making* campaign contributions while legislation is pending with Council. The Administration recommends, instead, that the City prohibit *acceptance* and *solicitation* of contributions by Council from developers that have legislation under active consideration by City Council. To address developer conduct directly, the Administration recommends implementing the prohibition on developer contributions by including it in the developer code of conduct, as further described below.

Councilmember Landsman has introduced multiple proposals to increase transparency and improve enforcement of campaign contribution requirements. One such proposal proposes to establish a new position of an “ethics and good government counselor” within the City. The EDRP considered recommending an ethics officer but did not recommend one in its report. The panel heard from Paul Nick, the chair of the Ohio Ethics Commission (“OEC”) regarding the functions of the OEC and its broad jurisdiction to investigate and enforce the Ohio ethics laws, as well as the training the OEC provides. Some concern was expressed about reconciling the functions of the City ethics and good government counselor with those of the OEC. The EDRP also recommended additional ethics training across the board for City officials and employees, as discussed at length below. The EDRP did not directly consider whether to recommend additional staff and support for the Cincinnati Elections Commission but did discuss the need for additional funding and staff if their recommendations regarding campaign finance and an active developer list were adopted.

Councilmember Landsman’s proposed ordinance (Item # [202102532](#)) would modify Article III, Section 10 of the Administrative Code and establish the new position of ethics and good government counselor within the Department of Law and provide staffing to support ethics and election and campaign finance efforts. The ordinance would expand the functions of the existing Office of Administrative Hearings to provide ethics and good government support to all City employees and elected officials as well as providing support for the Cincinnati Elections Commission in its administration of Article XIII of the City Charter. The ethics and good government counselor would serve as a dedicated point of contact for elected officials, their staff, and city employees for questions related to ethics and conflicts of interest. The counselor would also serve as a liaison to the Ohio Ethics Commission and provide ethics and conflicts of interest training for elected officials and city employees. Finally, the counselor would review the filings received by the Cincinnati Elections Commission, advise candidates of non-compliance, investigate and present information to the Cincinnati Election Commission regarding non-compliance with campaign contribution and filing requirements, and additional tasks as further detailed in Section VI below.

In conjunction with the adoption of the above-described proposal from Councilmember Goodin, the Administration recommends adopting Councilmember Landsman’s proposal to establish the new position and add staffing capacity to facilitate implementation of the new campaign contribution regulation as well as provided dedicated staffing for ethics, training, and good government functions.

The new position described in Councilmember Landsman’s proposal is made contingent upon an appropriation and maintenance of necessary funding for implementation. The Administration recommends and will provide a B version of the ordinance with an amendment to include an appropriation of resources for implementation. To facilitate immediate implementation, the B version will include an appropriation of necessary resources for the remainder of FY 2022; the Administration estimates the annual resources required to implement Councilmember Goodin’s and Councilmember Landsman’s proposals to be \$500,000, which will fund the counselor position, two support staff positions, and operating costs. To summarize, this funding will provide the ethics and good government officer with support to provide day-to-day ethics advice, expand existing local ethics resources and training, to provide dedicated administrative and enforcement support for the Cincinnati Elections Commission, to create and administer the “active developer list,” as well as various related investigative and enforcement actions, including the whistleblower hotline. The City Solicitor will allocate additional attorney support as needed to by the ethics and good government counselor in performance of these duties, along with City Manager prioritization of other City support required (e.g., for website improvements and database management).

As a final implementation recommendation in this area, the Administration is recommending a restructuring of one function, currently organized under the City Manager’s Office, to be moved under the authority and oversight of the newly created counselor of ethics and good government.

Article II, Section 13 of the Cincinnati Administrative Code (CAC) establishes the Office of Municipal Investigation to investigate and report on allegations of serious misconduct by City employees. The primary investigative functions of the Office of Municipal Investigation (OMI) were taken on by the Citizens Complaint Authority (CCA) upon its creation in 2002. As a result, OMI has not been *directly* staffed or funded as part of the City budget for decades. Instead, OMI's non-CCA functions have been absorbed elsewhere in the City Administration. The Solicitor's Office, which includes the Office of Administrative Hearings, currently handles the bulk of the remaining OMI functions, including investigation of allegations of misconduct by non-police City staff or misconduct by elected officials or their staff.

The Administration recommends modifying Councilmember Landsman's proposal to amend the CAC to designate the investigative functions of the Office of Municipal Investigation as formally under the City Solicitor in the Law Department. It is important to note that the former OMI and the Solicitor's Office have no authority to investigate or prosecute state ethics violations. State law makes any such investigations the exclusive domain of the Ohio Ethics Commission and its attorneys. When there is an allegation of general misconduct in performance of legal duties or work responsibilities, however, the City can and does investigate. As further described below in Section VI, if there are complaints of wrongdoing, the City Solicitor in coordination with the ethics and good government counselor will refer matters to the City Administration (e.g., for disciplinary action), the Cincinnati Elections Commission (for campaign finance violations), or law enforcement officials (for violations of state or federal law). In addition, under CM Goodin's proposed ordinance (prohibiting the solicitation of campaign contributions from financially interested persons), the City Solicitor's Office, in its capacity as staffing for the Cincinnati Elections Commission, will publicly disclose the results of investigations of improper campaign solicitation directly to Council through the Clerk.

Campaign Contribution Transparency

The EDRP report recommends increasing transparency of campaign contributions by (1) recommending passage of an ordinance that will expand disclosure requirements for Councilmembers, the Mayor, and candidates for those offices beyond the current scope of disclosure requirements set forth in Section XIII of the Charter and (2) increasing public accessibility to campaign contributions by having the Administration delineate all campaign contributions disclosed by such elected officials or candidates under the expanded disclosure requirements on the existing public and searchable online database that discloses campaign contributions.

At present, the Administration already maintains a public-facing campaign finance portal that is searchable and clearly lists campaign finance contributions disclosed under existing rules and law. Therefore, the core of the EDRP recommendation is to pass an ordinance expanding upon existing disclosure requirements to include required filing of campaign finance reports for other campaign accounts or committees over which the candidates or sitting officials have control—in effect aggregating campaign financing reporting that is required under other local, state, or federal campaign finance law and associating such reporting with the subject candidate or official. The EDRP recommends this filing happen within 48 hours of when the relevant campaign finance report is required to be filed with the other applicable regulatory body and be enforced by a secondary filing made by the official or candidate that lists comprehensive information about all campaign accounts or committees over which he or she has control.

The EDRP recommends that campaign reports filed with the City for municipal elections be published online within 48 hours of the filing deadline for such report and that the City's campaign reporting website be augmented to allow, for example, for online reporting. The City Administration has implemented this change, though additional staffing and technical resources would improve its functionality. Councilmember Landsman has introduced related legislation (Item # [202102535](#),

“Campaign Finance - Disclosure) related to the EDRP’s recommendations. Specifically, his ordinance calls for development of a public-facing and searchable campaign contribution website for city elected officials (and candidates). Councilmember Landsman’s proposal would also require disclosure of contributions of \$200 dollars or more within three business days following receipt by a campaign. (The EDRP recommendation leaves unchanged the existing disclosure timing requirements under local law.)

Councilmember Landsman further proposes that Councilmembers report all campaign donations online within three business days. If Council determines that three-day disclosure is appropriate but does not fund the ethics and good government counselor recommendations described above, then additional resources will be required to maintain and enforce the three-day reporting system.³ If funded, the ethics and good government administrative staff could maintain and operate such a submission portal as part of their duties in supporting the Cincinnati Election Commission.

The main component of the EDRP recommendation not addressed by a current council proposal is the expansion of existing reporting (and online posting) requirements. The EDRP recommends including public disclosure of filing of all campaign finance reports for other campaign accounts or committees over which the candidates or sitting officials have control and that are required to be filed with other regulatory bodies under existing local, state, or federal law. This recommendation is intended to increase transparency of campaign contributions that the candidate controls but of which local disclosure is not required under current Charter language. To implement this recommendation, the Administration recommends and will develop for Council consideration an ordinance to amend CMC Chapter 117 to require that copies of other campaign reports be filed with the City and added to the City’s online campaign and elections portal. Note that this is already being done for all state filings with the Board of Elections for city elected offices, although the format of the data provided by campaigns to the City and posted by the City online is typically not searchable. If passed by Council, the Administration will adapt the existing campaign finance portal to include the expanded disclosures.

In order to develop more than the minimum website envisioned by the EDRP and Councilmember Landsman, the Administration estimates that upgrades to the portal described in the EDRP report will require a one-time investment of \$75,000, which will be included in the Administration’s B version. This cost would allow for a dedicated ETS staffing plan to develop and implement website upgrades along with exploring potential off-the-shelf software for campaign contribution oversight and reporting. If Council approves the allocation of resources identified above for the good governance and ethics counselor, then no additional *ongoing* resources will be necessary, as the resources to maintain the website will not be substantially more than the resources required for the existing campaign finance portal.

III. EDRP Recommendations – Confidential Whistleblower Hotline

The EDRP recommends enhancements, re-branding, and increased marketing of the Administration’s existing Fraud, Waste, and Abuse hotline that is currently operated by the Internal Audit Division in the City Manager’s Office.

To increase the effectiveness of the hotline and to add additional confidentiality protections, the Administration intends to move the functionality from the Internal Audit Division to the new ethics and good government counselor, assuming approval by Council and appropriation of the above identified resources. By establishing this function in the City Solicitor’s Office, attorney-client

³ Additionally, for consistency the Administration recommends an amendment to Councilmember Landsman’s proposal that will expand the definition of “contributor” to incorporate the definition of “financially interested person” contained in the Goodin proposal.

privilege can be utilized when available to further increase the confidentiality and to encourage increased use of the service. If allegations of financial or operational waste are received, those complaints will still be referred to Internal Audit for further investigation. This change also aligns with moving the defunct OMI to the City Solicitor's Office, as the hotline was formerly a function of that office before being transferred to the Internal Audit Division.

As part of this transition the Administration will work on re-naming, increasing marketing and accessibility of the hotline, and expanding the topical scope, as recommended by the EDRP. Since the ethics and good government counselor is intended to conduct ethics trainings, the hotline can be incorporated into these periodic trainings.

IV. EDRP Recommendations – Codes of Conduct

The EDRP recommends adoption of codes of conduct by City Council and the Mayor, respectively, to govern themselves and their staff.

Council Code of Conduct

Section II of the EDRP report recommends adoption of a code of conduct by Council that achieves the following:

- Recognition of Council's role under the Charter as a legislative body;
- Recognition that if contacted by a private party seeking financial assistance (including sale of city land) or land use approvals from the City that the Councilmember or Council staff should direct that party to the City Manager's Office; and
- Recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the Zoning Hearing Examiner.

Additionally, in Section VI of the report, the EDRP recommends that, in addition to the items above, the code of conduct cover the following items:

- Restriction of Council involvement in development projects and interactions with developers, including with respect to campaign contributions;
- Required reporting on a hotline or otherwise of wrongdoing, including required reporting of an offer of something of value in connection with a development project or public contract;
- Articulation of rules to maintain a level playing field, deter inappropriate behavior, reinforce proper behavior, and re-earn public confidence;
- Preclude the involvement of Councilmembers in contract negotiations, especially with respect to economic development deals; and
- Recognize the right and obligations of City employees to report conflicts of interest or violations of law.

The EDRP recommends that this code of conduct be adopted in an ordinance by Council and that elected officials should acknowledge in writing receipt of the code of conduct at or before the first meeting of Council at which they are seated.

In order to facilitate implementation of this recommendation, the Administration has produced draft legislation (two ordinances)—attached as Exhibit A and Exhibit B to this report. As proposed, the first ordinance would amend Section 101 of the CMC to establish baseline requirements for a code of conduct to be adopted by Council, require compliance by Councilmembers to their adopted code of conduct, and requires written acknowledgement by Councilmembers of the code of conduct, in accordance with the EDRP's recommendation. The second ordinance would formally adopt a code

of conduct for Council that satisfies the basic requirements set out in the amended CMC provision and follows the recommendations in the EDRP report. The Administration recommends that each subsequent Council affirmatively adopt its own code of conduct. This will help to educate and inform members of Council and, based on testimony at the EDRP by the director of the Ohio Ethics Commission, regular public discussions about ethics and conflicts expectations generally promote good government.

Councilmember Mann has agreed to introduce the proposed legislation for consideration by Council so that, to the extent amendments from the draft are required, Council can take up such debate within committee to determine the appropriate changes and allow for public discussion and vetting.

Mayor Code of Conduct

Similar to the recommendation regarding Council, the EDRP recommended that the Mayor adopt a code of conduct covering the same items detailed above for Council. As reflected in Section II.D. of the EDRP report and as previously articulated in the City Solicitor's January 26, 2021 opinion, the Mayor's role is unique under the Charter—as the Mayor has a blend of legislative and administrative powers. In this context, the City Administration is recommending that a distinct code of conduct be developed for the role of the Mayor. Language in the proposed ordinance attached in Exhibit A will amend Section 100 of the CMC to accomplish the EDRP recommendations. The proposed ordinance was drafted to ensure compliance with the Charter, so proposed changes by Councilmembers should be reviewed by the Solicitor's Office. Similar to Council, the Administration has produced a suggested code of conduct for adoption by the Mayor, which is attached as Exhibit C.

City Staff Code of Conduct

As described in the EDRP Report, the Administration already maintains a Conflicts of Interest and Contracting Ethics policy in Administrative Regulation No. 68, as well as in the City employee handbook, Personnel Policies and Procedures. As mentioned above, the City Manager has already created the Office of Constituent Affairs and issued Administrative Regulation No. 79, which generally directs staff on how to appropriately respond to direct inquiries from elected officials and provides for notification of the Office of Constituent Affairs.

The EDRP recommends that the Administration further develop and enhance the already existing rules and policies to clearly address (i) position or department specific guidelines, (ii) training for staff on the requirements, (iii) required reporting of violations of the code of conduct or unethical or illegal behavior, and (iv) reinforce obligations of city staff not to improperly influence quasi-judicial hearings.

To implement this recommendation, the Administration will be developing a comprehensive code of conduct that will incorporate the EDRP recommendations and will be promulgated in the City's Personnel Policies and Procedures. To address the particular issues arising from the development process, specific provisions will address those City staff that engage in this process—primarily staff from DCED, the Department of City Planning and Engagement, and the Department of Buildings and Inspections.

An acknowledgement of this new code will be required by all existing City staff and for new staff upon hiring. As described above, training on this new code will be incorporated into onboarding materials for new staff and into periodic trainings for all staff, as further described below.

Appointees Code of Conduct

In addition, the City Staff, the EDRP report recommends a code of conduct be adopted for City appointees to Mayor-appointed and Manager-appointed boards and commissions. The Administration recommends that this recommendation be implemented through an amendment to CMC to add a new chapter to Title II. The Administration will produce and introduce to Council a proposed ordinance for consideration.

Developer Code of Conduct

The EDRP also recommends establishing a code of conduct for private developer parties that are engaging with the City of Cincinnati to do business. The recommendation is that this code of conduct be established and enforced by the City Manager or her designee and include the following:

- Applicable legal and administrative requirements
- Behavioral expectations
- Available training
- Regulation around campaign contributions to City elected officials
- Reporting requirements for violations of City law or policies

In accordance with the EDRP recommendation, the City Manager will develop a proposed Developer code of conduct and share that proposal with Council for feedback and public vetting. As described above, this proposed code of conduct will address campaign contributions while items are pending before Council.

Regarding implementation once finalized, the EDRP recommends that this code of conduct be acknowledged in writing by developers.

As discussed in detail in Section V of the EDRP report regarding campaign contributions, the terms “economic development” and “developers” are incredibly broad and can incorporate a large range of activities and individuals—from the large developer of a multi-million dollar project to a homeowner who is seeking a permit to update a single-family residence.

Effective implementation of a code of conduct for developers must acknowledge and account for this broad array of actors and situations. Therefore, the Administration recommends utilizing the distinctions utilized under the proposed campaign contribution regulatory framework to clarify how the code of conduct will be implemented.

The Administration recommends that if a developer party falls into the category of a private party pursuing a “qualifying matter” (as defined in Section V.A. of the EDRP report)⁴, then that developer must acknowledge in writing the developer code of conduct. This acknowledgement should happen at the earliest feasible date, so the Administration will implement changes to the application processes for the three categories of action for qualifying matters to require written acknowledgement of receipt at that time.

If a developer does not fall into the category of pursuing a qualifying matter, the Administration does not recommend required written acknowledgement but instead public posting of the code of conduct—both online and in-person on the website and in the offices of the Department of City Planning and Engagement, DCED, and the Department of Buildings and Inspections. Additionally,

⁴ Such party is characterized as an “applicant” for “city business” under the proposal from Councilmember Goodin, discussed above.

information about the code of conduct will be provided in application materials for various development processes.

The Administration is able to absorb the resources needed for implementation of this recommendation, so the Administration will proceed with developing the proposed code of conduct for introduction to Council for public vetting and approval.

V. EDRP Recommendations – Training

Elected Official and Staff Training

The EDRP recommends that Council and the Mayor adopt rules to require annual ethics and good government training and education. The report notes that in May of 2021, the City electorate passed a charter amendment, originally proposed by Councilmember Sundermann, that requires elected officials to complete an Ohio Ethics Commission training within 60 days of taking office; however, the EDRP recommends that requirements are established that go beyond this minimum training. Specifically, the EDRP recommends (1) that candidates for elected office receive and acknowledge receipt of relevant training and education materials, (2) that compliance of elected officials and candidates with training requirements be publicly available, and (3) periodic trainings are conducted by the Administration that cover at minimum the following:

- Ethics
- Legal and administrative requirements regarding campaign contributions
- Interaction with developers
- Interaction with constituents
- Role of Councilmembers and the Mayor in development projects

Finally, the EDRP recommends that elected officials and staff be required to at minimum attend an ethics training annually and that non-compliance would result in a loss of legislative privileges for elected officials.

As discussed above, the Administration has not been passive since the indictments and has already greatly increased training opportunities for elected officials and their staff. At present, the City Manager's Office provides elected officials and their staff the following opportunities to receive ethics training: (1) New Council Orientation; (2) periodic City Council, Boards, and Commissions Virtual Academy; and (3) periodic Ohio Ethics Commission Trainings.

In February 2021, the City Manager's Office developed an enhanced curriculum component for the New Council Orientation that focuses on Ohio Ethics Law and the Structure of our Municipal Government, explaining the functional structure established under the City's Charter. Based on the EDRP report, the Administration will rename this curriculum the Elected Official Orientation and further enhance this curriculum component to cover all of the recommended topics identified by the EDRP. Additionally, if adopted by Council and the Mayor, this curriculum will be expanded to include an in-depth explanation of the codes of conduct for elected officials. Elected Official Orientation has already been scheduled for February 2022, and the Administration will include the above-described materials in that training.

Since the fall of 2020, the City Manager's Office has hosted a Council, Boards, and Commission Virtual Academy. This training was offered three times in the Spring of 2021 and is being offered three times this fall. It was designed to provide City elected officials, their staff, and volunteer board members with essential training on ethics and City budget, finance, and procurement policies. As of the fall of 2021, the availability of this training has been expanded to include candidates for elected office. Notice of this opportunity has been mailed to all 2021 General Election City Council

Candidates, as posted by the Board of Elections on September 1, 2021. The Administration recommends expanding the ethics curriculum to include the items recommended by the EDRP and applicable codes of conduct, if adopted.

Elected officials and their staff are also invited to participate in the Ohio Ethics Commission trainings that are periodically scheduled for City staff by the City's Department of Human Resources. This training is instructed by the Ohio Ethics Commission and is a required course for all City employees regardless of level and classification. This training is available either on-demand, during New Employee Orientation, or in-person as hosted in City Hall every 2 years.

Regarding the EDRP recommendation for implementation of a mandatory annual participation requirement for elected officials and staff, the Administration recommends that annual participation by officials and their staff in either Elected Official Orientation or a Council, Boards, and Commission Virtual Academy session should be made a component of the elected official codes of conduct, as further described above in Section IV of this report.

Further, if approved by Council and the necessary resources appropriated, the new ethics and good government counselor, with the support of staff, will be responsible for completing, periodically updating, and teaching the curriculum described above and will further act as resource for addressing questions on the materials. Tracking of compliance with the participation requirement can also be completed by the ethics and good government counselor and made publicly available.

City Staff Training

As the EDRP recognizes, all City staff, regardless of position or classification, are currently required to attend an Ohio Ethics and Ohio Fraud Reporting training. This training is required of all new employees as part of their New Employee Orientation and is mandatory within the first 30 days of employment. City staff are also required to complete a refresher course every 2 years. City staff are also required to sign an acknowledgement form regarding required reporting of suspected fraud to the Ohio Auditor of States Office.

The EDRP recommends that staff training be required annually and cover specific ethics and "good government" practices, including job-specific issues particularly for those staff involved in the development process.

To implement this requirement, the Administration will maintain the existing system of biennial Ohio Ethics and Ohio Fraud Reporting training for employees, but that the City Manager will also require on a staggered biennial basis a new focused training that covers the City-specific items identified by the EDRP and other applicable materials, such as relevant administrative regulations, proper reporting procedures, and codes of conduct. The information from this training will also be incorporated into New Employee Orientation.

Developer Training

Finally, the EDRP recommends that the Administration offer voluntary developer training on specified items. The Administration recommends that acknowledgement of this training be incorporated into the proposed developer code of conduct and be developed so that it can accessed virtually and on an ad-hoc basis. Through this method, the EDRP-recommended written acknowledgment of the training will be incorporated into acknowledgement of the developer code of conduct, as further described above. Further, the Administration recommends and will pursue updating the applications for "qualifying matters" (referred to as "City business" in the Goodin proposal) to include a representation as to if the training has been completed by the applicant.

VI. Additional Administration Recommendations on Implementation

The EDRP recommendations span several complex subject areas including campaign finance laws; ethics policies and laws; and codes of conduct for elected officials, developers, and staff. A key component of ensuring the effectiveness of these recommendations is establishing the appropriate enforcement mechanisms to facilitate complaints, analysis and investigation, and reporting of violations of applicable law and policies. As discussed above, the Administration recommends the creation of the ethics and good government counselor proposed by Councilmember Landsman in Item # 202102532. The Administration further recommends that the ethics and good government counselor function as a central clearinghouse to receive relevant complaints and then refer such complaints to the appropriate authorities for proper enforcement. Given the scope of the subject matter and the variations in jurisdiction for enforcement, the Administration is recommending that Item # 202102532 be amended to specifically delineate how the ethics and good government counselor will handle and refer received complaints. Attached as Exhibit D is a diagram illustrating the Administration's recommendation. The above discussed B Version of this ordinance will incorporate this recommendation.

Conclusion

The events leading to the establishment of the EDRP caused a breach of public trust in our local government. Recommending steps to restore that trust and ensure ongoing transparency and accountability in our government functions was the critical mission of the EDRP. With diligence and deliberation, the EDRP produced a well-executed report that is narrowly tailored to address the issues, is cognizant of the current landscape, and recommends steps that are achievable in a timely manner. Even in the face of challenging circumstances and time constraints, the EDRP report is a detailed blueprint of proposed reforms to improve local government systems and processes and to ensure that we are never again faced with a similar crisis of public trust. This report summarizes the Administration's recommendations on how to take that blueprint and integrate and enshrine these reforms into City policies, practices, and law.

Exhibit A
Proposed Ordinance Amending the CMC to Require a Council Code of Conduct and a Mayor Code of Conduct

[Attached]

Exhibit B
Proposed Ordinance for Council to Adopt a Code of Conduct
[Attached]

Exhibit C
Proposed Mayor Code of Conduct
[Attached]

Exhibit D
Enforcement Flow Chart for Complaint to
Ethics & Good Government Counselor

[Attached]

EMERGENCY

AKS

-2021

MODIFYING Chapter 100, “Mayor,” of the Cincinnati Municipal Code by enacting new Section 100-13, “Code of Conduct,” and **MODIFYING** Chapter 101, “Council,” of the Cincinnati Municipal Code by enacting new Section 101-45, “Code of Conduct,” to require all City elected officials to adopt and abide by codes of conduct as recommended by the Economic Development Reform Panel established by Ordinance 384-2021.

WHEREAS, on December 16, 2020, City Council passed an ordinance establishing the Economic Development Reform Panel (“EDRP”), with a mission of studying the City’s development process and making recommendations regarding best practices regarding economic development to insulate the development process from political influence and cronyism; and

WHEREAS, on July 29, 2021, the EDRP submitted its report and recommendations to Council, which included that Council and the Mayor adopt and abide by a Code of Conduct setting out expected behaviors for elected officials particularly in relation to the development process; and

WHEREAS, the City has policies governing expected behavior for the employees of the administrative service, however the staff of elected officials are not governed by those policies; and

WHEREAS, Council wishes to implement the EDRP’s recommendation regarding adopting Codes of Conduct for both Council, the Mayor, and their staff; now, therefore,

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

Section 1. That Chapter 100, “Mayor,” of the Cincinnati Municipal Code is hereby amended by enacting new Section 100-13, “Code of Conduct,” to read as follows:

Sec. 100-13. - Code of Conduct.

- (a) The mayor shall adopt a code of conduct within 45 days after being sworn in as mayor. The code of conduct will govern the mayor’s actions while in office as well as those of the mayoral staff and, at a minimum, will contain the following provisions:
 - (1) Recognition of the charter role of the mayor, council, and city manager, particularly in development projects and incentives;
 - (2) Recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the Zoning Hearing Examiner;

- (3) Provisions to cultivate a culture of reporting of conflicts of interest and unethical conduct and a commitment to avoid retaliating against those who report suspected conflicts or unethical conduct;
- (4) Commitment to understanding and following the applicable ethics and conflict of interest laws;
- (5) Commitment to never use City resources or personnel for political activity;
- (6) Recognition of the limitations on the mayor's ability to negotiate economic development deals without the involvement and approval of the city manager; and
- (7) Articulation of rules to maintain a level playing field for private parties dealing with the City, to deter inappropriate behavior, to reinforce proper behavior, and to maintain public confidence in city government.

The code of conduct may address other issues that the mayor chooses to include.

- (b) The mayor shall transmit the code of conduct to the clerk of council within the timeframe established in subsection (a) to be placed on the next council agenda as an informational item. Council shall not have the ability to edit, approve, or disapprove the mayor's code of conduct. Council shall file the code of conduct when it appears on Council's agenda.
- (c) The mayor and all mayoral staff shall sign the code of conduct and submit the signed version to the clerk's office within forty-five days of becoming mayor, whether by election or appointment, or being hired by the mayor.
- (d) The mayor's code of conduct shall remain in effect for the duration of the mayor's term and thereafter until subsequently amended or superseded by a new code of conduct in accordance with this section.
- (e) Enforcement of the code of conduct required by this Chapter shall be by censure, approved a majority vote of councilmembers. Upon approval by a majority of council, the censure shall be filed with the clerk of courts.

Section 2. That Chapter 101, "Council," of the Cincinnati Municipal Code is hereby amended by enacting new Section 101-45, "Code of Conduct," to read as follows:

- (a) Council shall adopt a code of conduct within 45 days after being sworn in as members of council by enacting an ordinance adopting the code of conduct. The code of conduct will govern each individual member of council's actions while in office, as well as those of council staff and, at a minimum, will contain the following provisions:
 - (1) Recognition of the charter roles of the mayor, council, and city manager, particularly in development projects and incentives;

- (2) Recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the Zoning Hearing Examiner;
- (3) Commitment to directing inquiries from private parties related to financial assistance or land use approvals to the city manager's office;
- (4) Commitment to understanding and following the applicable ethics and conflict of interest laws;
- (5) Cultivating a culture of reporting of conflicts of interest and unethical conduct and committing to avoid retaliating against those who report suspected conflicts or unethical conduct;
- (6) Commitment to never use City resources or personnel for political activity; and
- (7) Articulation of rules to maintain a level playing field for private parties dealing with the City, to deter inappropriate behavior, to reinforce proper behavior, and to maintain public confidence in city government.

The code of conduct may address other issues that council chooses to include.

- (b) Council and all council staff shall sign the code of conduct and submit the signed version to the clerk's office within 45 days of becoming a city councilmember, whether by election or appointment, or being hired by a city councilmember.
- (c) Council's code of conduct shall remain in effect for the duration of the council term and thereafter until subsequently amended or superseded by a new code of conduct in accordance with this section.
- (d) Enforcement of the code of conduct required by this Chapter shall be by censure, approved a majority vote of the remaining councilmembers. Upon approval by a majority of council, the censure shall be filed with the clerk of courts.

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 put Codes of Conduct in place to govern the behavior of elected officials and their staff in order to restore public trust.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

EMERGENCY

AKS

-2021

ADOPTING a Council Code of Conduct pursuant to Section 101-45, “Code of Conduct,” of the Cincinnati Municipal Code to govern conduct by Councilmembers and their staff.

WHEREAS, on December 16, 2020, City Council passed Ordinance 384-2021, establishing the Economic Development Reform Panel (“EDRP”), with a mission of studying the City’s development process and making recommendations regarding best practices regarding economic development to insulate the development process from political influence and cronyism; and

WHEREAS, on July 29, 2021, the EDRP submitted its report and recommendations to Council, which included that Council and the Mayor adopt and abide by a Code of Conduct setting out expected behaviors for elected officials particularly in relation to the development process; and

WHEREAS, on _____, 2021, Council amended Chapter 101 of the Cincinnati Municipal Code to create new Section 101-45, “Code of Conduct,” to require City Council to adopt and abide by a code of conduct as recommended by the Economic Development Reform Panel; and

WHEREAS, Council wishes to adopt the attached Code of Conduct for Councilmembers and their staff; now, therefore,

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

Section 1. That pursuant to Cincinnati Municipal Code Section 101-45, Council hereby approves and adopts the attached Council Code of Conduct which will govern the conduct of Councilmembers and their staff.

Section 2. 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 put Codes of Conduct in place to govern the behavior of elected officials and their staff in order to restore public trust.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

CINCINNATI CITY COUNCIL

CODE OF CONDUCT

This code of conduct contains both required and aspirational principles and shall guide the conduct of City Councilmembers and their staff. Within forty-five days of becoming a City Councilmember, whether by election or appointment, every Councilmember shall sign a commitment to follow the Cincinnati City Council's Code of Conduct set forth in this document. Within forty-five days of being hired as a staff member for a Councilmember, every staff member shall sign a commitment to follow the Cincinnati City Council's Code of Conduct set forth in this document. The clerk of council shall administer this requirement and provide a copy of the commitment to each Councilmember and their staff members.

Pursuant to Section 101-45 of the Cincinnati Municipal Code, Council is charged with enforcement of this Code by public censure of violations, which requires a vote of majority of the members of Council, excluding the Councilmember subject to possible censure.

All Councilmembers and their staff shall:

- 1) Remember that they are public servants that owe a fiduciary duty to act in the best interest of the City and must place loyalty to the City of Cincinnati, compliance with its charter, applicable law, and ethical principles above their private gain or interest.
- 2) Maintain an appropriate level of decency, decorum, and respect during the performance of official City business as to maintain the integrity of elected public offices and public confidence in them, to facilitate productive and efficient public meetings, and to invite open public conversation.
- 3) Act impartially in the performance of their duties, so that no private organization or individual is given preferential treatment, including refraining from sponsoring legislation to appropriate public funds to specific private organizations or individuals and instead sponsoring proposals to appropriate public funds to identified public needs.
- 4) To maintain the integrity of the development process and avoid impropriety, direct inquiries from private parties related to financial assistance or land use approvals to the City Manager's Office and not privately interfere with quasi-judicial proceedings of City boards and commissions or the Zoning Hearing Examiner.
- 5) Read the City Charter; understand the Charter mandated roles of the Mayor, City Council, and the City Manager as set forth in the City Solicitor Opinion on Charter

Roles, Generally and in Economic Development dated January 26, 2021; and abide by the specific roles allocated to the City Manager, Mayor, and City Council, specifically acknowledging and accepting that:

- i. The Mayor has a combination of administrative and legislative powers under the Charter;
 - ii. The Mayor has the authority to engage external parties in discussion, persuasion, and other action as official representative of the City but must work in collaboration with and through the City Manager to engage City staff and departments regarding city operations and the exercise of administrative action;
 - iii. The Mayor's legislative powers include the ability to introduce legislation, preside over Council meetings, to refer items to committees, to appoint and remove the vice-mayor and the chair of all committees, and to veto legislation;
 - iv. Council's Charter role is legislative, which includes enacting legislation, appropriating funding for public purposes, passing the City's budget, passing motions to request reports, and holding public hearings;
 - v. Except through interactions with the City Manager's Office or other appropriate legislative channels (e.g., motions), Councilmembers should not involve themselves directly in administrative actions, including the negotiation of development contracts and financial incentives, sale of City-owned property, or the procurement by the City of goods or services;
 - vi. As elected representatives of City residents, Councilmembers play an important role in receiving and relaying constituent inquiries and community feedback to the City administration, but under the Charter Councilmembers should utilize legislative tools to serve this function, including creating awareness of such issues and feedback through motions and by setting policy direction through legislative initiatives and budget approval;
 - vii. The City Manager is the chief executive and administrative officer of the city and, as further detailed in the Charter, is responsible for management of the City's administrative service, appointment and removal of officials or employees in the administrative service, advising Council and the Mayor of the financial condition and future needs of the City, and executing City contracts; and
 - viii. Elected officials must work through the City Manager or her designee if they seek to influence or reprioritize administrative actions under the authority of the City Manager, including on behalf of constituents. Elected officials have Charter authority to make direct inquiries of City staff or departments for simple factual and informational inquiries or legislative inquiries. The City Manager has authority to establish departmental processes for efficient tracking and response to informational or other inquiries made by Councilmembers on behalf of constituents.
- 6) Refrain from making any unauthorized promises purporting to bind the City.
- 7) Never use City resources or personnel for political activity or use or disclose any nonpublic or confidential information obtained through the performance of City work

for private gain or publicity or as prohibited by Ohio Revised Code (“ORC”) Section 102.03(B).

- 8) Educate themselves regarding the Ohio public records and open meetings laws, abide by those laws, and organize their office to comply with these laws, including staffing their offices appropriately to retain and locate public records as required under City and Ohio laws and using City email to conduct City business rather than personal email accounts and texts whenever possible.
- 9) Educate themselves regarding Ohio Ethics laws and abide by those laws, including the acceptance of gifts and other items of value. See ORC Chapter 102 and Section 2921.42.
- 10) Not engage in any business or financial transaction with any individual, organization or business that is inconsistent with the proper performance of their City duties or that would create a conflict of interest or an appearance of impropriety. This includes soliciting or accepting campaign contributions once there is a reasonable belief that the contributor or their business or organization will be seeking public funding, financial incentives, or other development approvals from the City.
- 11) Educate themselves regarding conflicts of interest, the legislation coming before Council, and the identity of those doing business with the City as to avoid conflicts of interest and also to seek out guidance from the City Solicitor or the Ohio Ethics Commission when necessary.
- 12) Recuse themselves in matters coming before Council when there is an appearance of impropriety even if there is not a legal conflict of interest.
- 13) Not discuss fundraising or campaign activities while conducting City business.
- 14) Report, without undue delay, to the City Manager, City Solicitor, Ohio Ethics Commission, or other appropriate authority, any and all information concerning conduct which such employee or official knows or should reasonably know involves corrupt or other unlawful activity (i) by an elected City official or City employee in their capacity as such official or employee; or (ii) by any person dealing with the City which concerns the person’s dealings with the City.
- 15) Not take any retaliatory action against an employee or any other person because the employee or the person discloses or threatens to disclose an activity, policy, or practice of any official, employee, or City contractor that the employee or other person reasonably believes evidences:
 - i. An unlawful use of City funds or City funding for actions performed by or on behalf of the City, unlawful use of official authority, or other unlawful official

- conduct that poses a substantial and specific danger to public safety by any official, employee, or City contractor; or
- ii. Any other violation of a law, rule, or regulation by any official, employee, or City contractor that relates to their work performed for, or on behalf of, the City.
- 16) Adhere to all applicable laws and regulations that provide equal opportunity for all persons regardless of race, color, religion, gender, gender identity, national origin, age, sexual orientation, or handicap and not engage in, encourage, or permit – by action or inaction – behavior constituting discrimination or harassment of another City official or employee, City contractor or the contractor’s employees, or City residents.

MAYOR OF CINCINNATI

CODE OF CONDUCT

This code of conduct contains both required and aspirational principles and shall guide the conduct of the City's Mayor and all mayoral staff. Within forty-five days of becoming Mayor, whether by election or appointment, the Mayor shall sign a commitment to follow the Mayor's Code of Conduct set forth in this document. Within forty-five days of being hired as a staff member for the Mayor, every staff member shall sign a commitment to follow the Mayor's Code of Conduct set forth in this document. The clerk of council shall administer this requirement and provide a copy of the commitment to the Mayor and each mayoral staff member.

Pursuant to Section 100-13 of the Cincinnati Municipal Code, Council is charged with enforcement of this Code by public censure of violations, which requires a vote of majority of the members of Council.

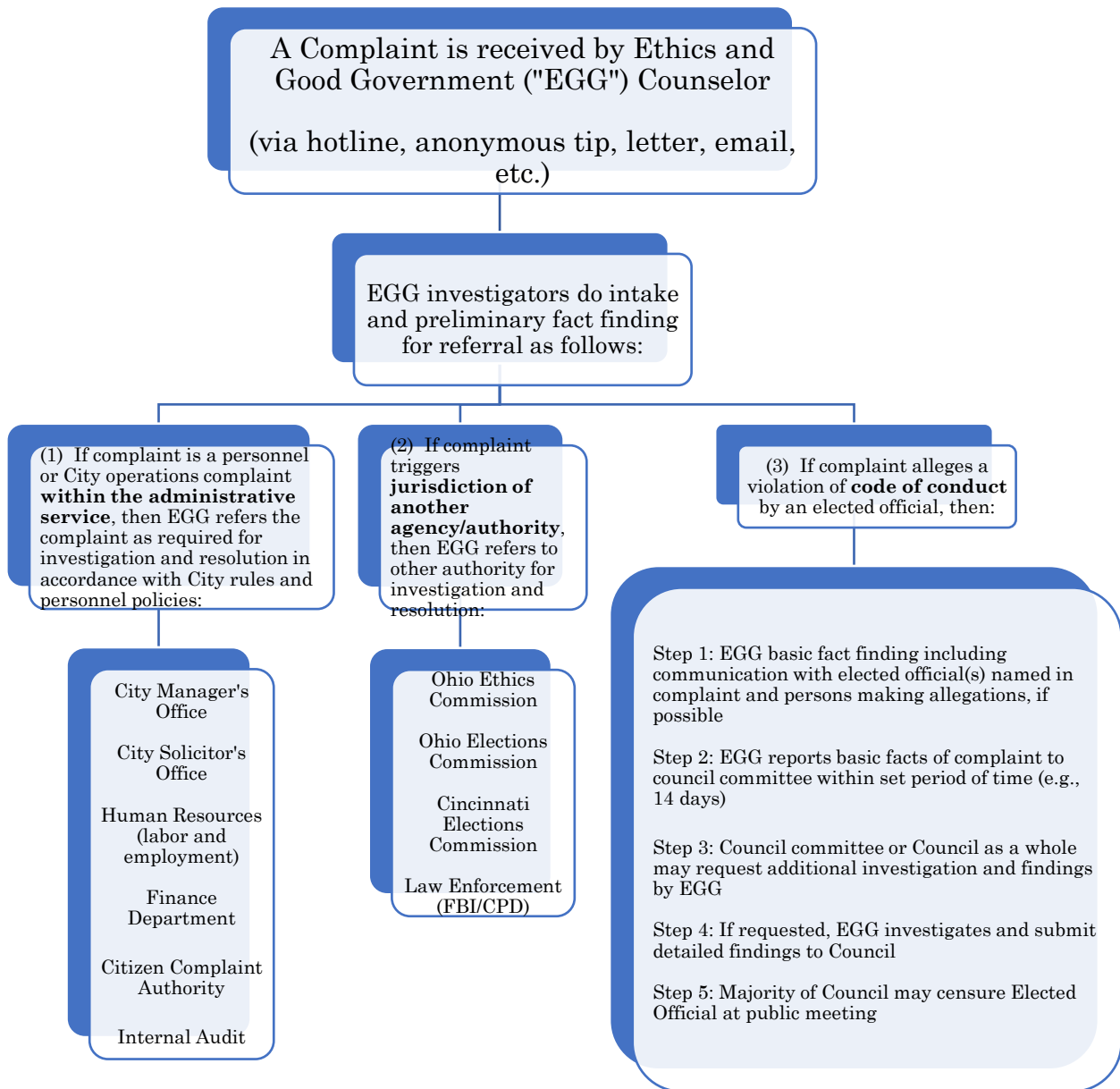
The Mayor and all Mayoral staff shall:

- 1) Remember that they are public servants that owe a fiduciary duty to act in the best interest of the City and must place loyalty to the City of Cincinnati, compliance with its charter, applicable law, and ethical principles above their private gain or interest.
- 2) Maintain an appropriate level of decency, decorum, and respect during the performance of official City business as to maintain the integrity of elected public offices and public confidence in them, to facilitate productive and efficient public meetings, and to invite open public conversation.
- 3) Act impartially in the performance of their duties, so that no private organization or individual is given preferential treatment, including refraining from sponsoring legislation to appropriate public funds to specific private organizations or individuals and instead sponsoring proposals to appropriate public funds to identified public needs.
- 4) To maintain the integrity of the development process and avoid impropriety, refrain from discussions of financial assistance or land use approvals with private parties without the involvement of the City Manager or her designee and from privately interfering with quasi-judicial proceedings of City boards and commissions or the Zoning Hearing Examiner.
- 5) Read the City Charter; understand the Charter mandated roles of the Mayor, City Council, and the City Manager as set forth in the City Solicitor Opinion on Charter Roles, Generally and in Economic Development dated January 26, 2021; and abide by the specific roles allocated to the City Manager, Mayor, and City Council, specifically acknowledging and accepting that:
 - i. The Mayor has a combination of administrative and legislative powers under the Charter;
 - ii. The Mayor has the authority to engage external parties in discussion, persuasion, and other action as official representative of the City but must work in collaboration with and through the City Manager to engage City staff and departments regarding city operations and the exercise of administrative action;

- iii. The Mayor’s legislative powers include the ability to introduce legislation, preside over Council meetings, to refer items to committees, to appoint and remove the vice-mayor and the chair of all committees, and to veto legislation;
 - iv. Council’s Charter role is legislative, which includes enacting legislation, appropriating funding for public purposes, passing the City’s budget, passing motions to request reports, and holding public hearings;
 - v. Except through interactions with the City Manager’s Office or other appropriate legislative channels (e.g., motions), Councilmembers should not involve themselves directly in administrative actions, including the negotiation of development contracts and financial incentives, sale of City-owned property, or the procurement by the City of goods or services;
 - vi. As elected representatives of City residents, Councilmembers play an important role in receiving and relaying constituent inquiries and community feedback to the City administration, but under the Charter Councilmembers should utilize legislative tools to serve this function, including creating awareness of such issues and feedback through motions and by setting policy direction through legislative initiatives and budget approval;
 - vii. The City Manager is the chief executive and administrative officer of the city and, as further detailed in the Charter, is responsible for management of the City’s administrative service, appointment and removal of officials or employees in the administrative service, advising Council and the Mayor of the financial condition and future needs of the City, and executing City contracts; and
 - viii. Elected officials must work through the City Manager or her designee if they seek to influence or reprioritize administrative actions under the authority of the City Manager, including on behalf of constituents. Elected officials have Charter authority to make direct inquiries of City staff or departments for simple factual and informational inquiries or legislative inquiries. The City Manager has authority to establish departmental processes for efficient tracking and response to informational or other inquires made by Councilmembers on behalf of constituents.
- 6) Refrain from making any unauthorized promises purporting to bind the City.
 - 7) Never use City resources or personnel for political activity or use or disclose any nonpublic or confidential information obtained through the performance of City work for private gain or publicity or as prohibited by Ohio Revised Code (“ORC”) Section 102.03(B).
 - 8) Educate themselves regarding the Ohio public records and open meetings laws, abide by those laws, and organize their office to comply with these laws, including staffing their offices appropriately to retain and locate public records as required under City and Ohio laws and using City email to conduct City business rather than personal email accounts and texts whenever possible.
 - 9) Educate themselves regarding Ohio Ethics laws and abide by those laws, including the acceptance of gifts and other items of value. See ORC Chapter102 and Section 2921.42.
 - 10) Not engage in any business or financial transaction with any individual, organization or business that is inconsistent with the proper performance of their City duties or that would create a conflict of interest or an appearance of impropriety. This includes soliciting or accepting campaign contributions once there is a reasonable belief that the contributor or their

business or organization will be seeking public funding, financial incentives, or other development approvals from the City.

- 11) Educate themselves regarding conflicts of interest, the legislation coming before Council, and the identity of those doing business with the City as to avoid conflicts of interest and also to seek out guidance from the City Solicitor or the Ohio Ethics Commission when necessary.
- 12) Not discuss fundraising or campaign activities while conducting City business.
- 13) Report, without undue delay, to the City Manager, City Solicitor, Ohio Ethics Commission, or other appropriate authority, any and all information concerning conduct which such employee or official knows or should reasonably know involves corrupt or other unlawful activity (i) by an elected City official or City employee in their capacity as such official or employee; or (ii) by any person dealing with the City which concerns the person's dealings with the City.
- 14) Not take any retaliatory action against an employee or any other person because the employee or the person discloses or threatens to disclose an activity, policy, or practice of any official, employee, or City contractor that the employee or other person reasonably believes evidences:
 - i. An unlawful use of City funds or City funding for actions performed by or on behalf of the City, unlawful use of official authority, or other unlawful official conduct that poses a substantial and specific danger to public safety by any official, employee, or City contractor; or
 - ii. Any other violation of a law, rule, or regulation by any official, employee, or City contractor that relates to their work performed for, or on behalf of, the City.
- 15) Adhere to all applicable laws and regulations that provide equal opportunity for all persons regardless of race, color, religion, gender, gender identity, national origin, age, sexual orientation, or handicap and not engage in, encourage, or permit – by action or inaction – behavior constituting discrimination or harassment of another City official or employee, City contractor or the contractor's employees, or City residents.



202103003

Date: October 15, 2021

To: Councilmember David Mann
From: Andrew W. Garth, City Solicitor *AWG/EBSW*
Subject: **Emergency Ordinance – Adopting Council Code of Conduct**

Transmitted herewith is an emergency ordinance captioned as follows:

ADOPTING a Council Code of Conduct pursuant to Section 101-45, “Code of Conduct,” of the Cincinnati Municipal Code to govern conduct by Councilmembers and their staff.

AWG/AKS/(lnk)
Attachment
349674

EMERGENCY

AKS

AWG/EEB

-2021

ADOPTING a Council Code of Conduct pursuant to Section 101-45, “Code of Conduct,” of the Cincinnati Municipal Code to govern conduct by Councilmembers and their staff.

WHEREAS, on December 16, 2020, City Council passed Ordinance 384-2020, establishing the Economic Development Reform Panel (“EDRP”), with a mission of studying the City’s development process and making recommendations regarding best practices regarding economic development to insulate the development process from political influence and cronyism; and

WHEREAS, on July 29, 2021, the EDRP submitted its report and recommendations to Council, which included that Council and the Mayor adopt and abide by Codes of Conduct setting out expected behaviors for elected officials particularly in relation to the development process; and

WHEREAS, on October __, 2021, Council amended Chapter 101 of the Cincinnati Municipal Code to create new Section 101-45, “Code of Conduct,” to require City Council to adopt and abide by a code of conduct as recommended by the EDRP; and

WHEREAS, Council wishes to adopt the attached Code of Conduct for members of Council and their staff; now, therefore,

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

Section 1. That pursuant to Cincinnati Municipal Code Section 101-45, Council hereby approves and adopts the attached Council Code of Conduct which will govern the conduct of members of Council and their staff.

Section 2. 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 put Codes of Conduct in place to govern the behavior of elected officials and their staff in order to restore public trust.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

CINCINNATI CITY COUNCIL

CODE OF CONDUCT

This code of conduct contains both required and aspirational principles and shall guide the conduct of members of City Council and their staff. Within forty-five days of becoming a member of City Council, whether by election or appointment, every member of City Council shall sign a commitment to follow the Cincinnati City Council's Code of Conduct set forth in this document. Within forty-five days of being hired as a staff member for a member of City Council, every staff member shall sign a commitment to follow the Cincinnati City Council's Code of Conduct set forth in this document. The clerk of council shall administer this requirement and provide a copy of the commitment to each member of Council and their staff members.

Pursuant to Section 101-45 of the Cincinnati Municipal Code, Council is charged with enforcement of this Code by public censure of violations, which requires a vote of majority of the members of Council, excluding the member of Council subject to possible censure.

All members of Council and their staff shall:

- 1) Remember that they are public servants who owe a fiduciary duty to act in the best interest of the City and must place loyalty to the City of Cincinnati, compliance with its charter, applicable law, and ethical principles above their private gain or interest.
- 2) Maintain an appropriate level of decency, decorum, and respect during the performance of official City business as to maintain the integrity of elected public offices and public confidence in them, to facilitate productive and efficient public meetings, and to invite open public conversation.
- 3) Act impartially in the performance of their duties, so that no private organization or individual is given preferential treatment, including refraining from sponsoring legislation to appropriate public funds to specific private organizations or individuals and instead sponsoring proposals to appropriate public funds to identified public needs.
- 4) To maintain the integrity of the development process and avoid impropriety, direct inquiries from private parties related to financial assistance or land use approvals to the City Manager's Office and not privately interfere with quasi-judicial proceedings of City boards and commissions or the Zoning Hearing Examiner.
- 5) Read the City Charter; understand the Charter mandated roles of the Mayor, City Council, and the City Manager as set forth in the City Solicitor Opinion on Charter Roles, Generally and in Economic Development dated January 26, 2021; and abide by the specific roles allocated to the City Manager, Mayor, and City Council, specifically acknowledging and accepting that:

- i. The Mayor has a combination of administrative and legislative powers under the Charter;
 - ii. The Mayor has the authority to engage external parties in discussion, persuasion, and other action as official representative of the City but must work in collaboration with and through the City Manager to engage City staff and departments regarding City operations and the exercise of administrative action;
 - iii. The Mayor's legislative powers include the ability to introduce legislation, to preside over Council meetings, to refer items to committees, to appoint and remove the vice-mayor and the chair of all committees, and to veto legislation;
 - iv. Council's Charter role is legislative, which includes enacting legislation, appropriating funding for public purposes, passing the City's budget, passing motions to request reports, and holding public hearings;
 - v. Except through interactions with the City Manager's office or other appropriate legislative channels (e.g., motions), members of Council should not involve themselves directly in administrative actions, including the negotiation of development contracts and financial incentives, sale of City-owned property, or the procurement by the City of goods or services;
 - vi. As elected representatives of City residents, members of Council play an important role in receiving and relaying constituent inquiries and community feedback to the City administration, but under the Charter members of Council should utilize legislative tools to serve this function, including creating awareness of such issues and feedback through motions and by setting policy direction through legislative initiatives and budget approval;
 - vii. The City Manager is the chief executive and administrative officer of the City and, as further detailed in the Charter, is responsible for management of the City's administrative service, appointment and removal of officials or employees in the administrative service, advising Council and the Mayor of the financial condition and future needs of the City, and executing City contracts; and
 - viii. Elected officials must work through the City Manager or the City Manager's designee if they seek to influence or reprioritize administrative actions under the authority of the City Manager, including on behalf of constituents. Elected officials have Charter authority to make direct inquiries of City staff or departments for simple factual and informational inquiries or legislative inquiries. The City Manager has authority to establish departmental processes for efficient tracking and response to informational or other inquiries made by members of Council on behalf of constituents.
- 6) Refrain from making any unauthorized promises purporting to bind the City.
 - 7) Never use City resources or personnel for political activity or use or disclose any nonpublic or confidential information obtained through the performance of City work for private gain or publicity or as prohibited by Ohio Revised Code ("ORC") Section 102.03(B).
 - 8) Educate themselves regarding the Ohio public records and open meetings laws, abide by those laws, and organize their office to comply with these laws, including staffing their offices appropriately to retain and locate public records as required under City and

Ohio laws and using City email to conduct City business rather than personal email accounts and texts whenever possible.

- 9) Educate themselves regarding Ohio Ethics laws and abide by those laws, including the acceptance of gifts and other items of value. See ORC Chapter 102 and Section 2921.42.
- 10) Participate in at least one training session each year that covers Ohio ethics laws and other state and local laws pertinent to members of Council and their staff.
- 11) Not engage in any business or financial transaction with any individual, organization, or business that is inconsistent with the proper performance of their City duties or that would create a conflict of interest or an appearance of impropriety. This includes soliciting or accepting campaign contributions once there is a reasonable belief that the contributor or their business or organization will be seeking public funding, financial incentives, or other development approvals from the City.
- 12) Educate themselves regarding conflicts of interest, the legislation coming before Council, and the identity of those doing business with the City as to avoid conflicts of interest and also to seek out guidance from the City Solicitor or the Ohio Ethics Commission when necessary.
- 13) Recuse themselves in matters coming before Council when there is an appearance of impropriety even if there is not a legal conflict of interest.
- 14) Not discuss fundraising or campaign activities while conducting City business.
- 15) Report, without undue delay, to the City Manager, City Solicitor, Ohio Ethics Commission, or other appropriate authority, any and all information concerning conduct which such member of Council or Council staff knows or should reasonably know involves corrupt or other unlawful activity (i) by an elected City official or City employee in their capacity as such official or employee; or (ii) by any person dealing with the City which concerns the person's dealings with the City.
- 16) Not take any retaliatory action against an employee or any other person because the employee or the person discloses or threatens to disclose an activity, policy, or practice of any official, employee, or City contractor that the employee or other person reasonably believes evidences:
 - i. An unlawful use of City funds or City funding for actions performed by or on behalf of the City, unlawful use of official authority, or other unlawful official conduct that poses a substantial and specific danger to public safety by any official, employee, or City contractor; or
 - ii. Any other violation of a law, rule, or regulation by any official, employee, or City contractor that relates to their work performed for, or on behalf of, the City.
- 17) Adhere to all applicable laws and regulations that provide equal opportunity for all persons regardless of race, color, religion, gender, gender identity, national origin, age,

sexual orientation, or handicap and not engage in, encourage, or permit – by action or inaction – behavior constituting discrimination or harassment of another City official or employee, City contractor or the contractor’s employees, or City residents.

202103004

Date: October 15, 2021

To: Councilmember Steven Goodin
From: Andrew W. Garth, City Solicitor *AWG/ERSW*
Subject: **Ordinance – Prohibition of Campaign Contributions from Persons
Financially Interested in City Business (B VERSION)**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING Title I, “Council and Corporation Miscellany,” by enacting new Chapter 119, “Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business,” of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while it is pending before Council; and **MODIFYING** Section 1501-8, “Class C-1 Civil Offenses,” of Title XV, “Code Compliance and Hearings,” of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

AWG/MSS/(Ink)
Attachment
337192v32

City of Cincinnati
An Ordinance No. _____

MSS/B
ANG/BSW
-2021

MODIFYING Title I, “Council and Corporation Miscellany,” by enacting new Chapter 119, “Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business,” of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while it is pending before Council; and **MODIFYING** Section 1501-8, “Class C-1 Civil Offenses,” of Title XV, “Code Compliance and Hearings,” of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

WHEREAS, recent allegations of corruption against some members of Council have diminished public trust in elected officials; and

WHEREAS, following allegations of pay-to-play schemes, the Mayor and Council passed Ordinance No. 384-2020, which created an Economic Development Reform Panel (“EDRP”) and charged it with making recommendations regarding best practices and ways to improve the development process and better insulate it from political influence and cronyism, to help restore public trust in City elected officials; and

WHEREAS, the EDRP found that “[e]lected officials soliciting for or receiving campaign contributions from a developer while that developer has business on the City Council calendar pose great risk for corruption and undue influence”; and

WHEREAS, the EDRP also found that “allowing elected officials to solicit or receive contributions from developers during the time period that the developer’s project is officially before them increases the risk that the developer may be asked or offer to make a campaign contribution in exchange for the elected official taking that official action”; and

WHEREAS, the EDRP concluded that “[m]any economic development projects take months or years working with the City administration, the community, and other external parties to put all of the pieces together,” and that the prohibition on campaign contributions should not extend beyond the time developers have business before the Council; and

WHEREAS, the EDRP therefore recommended that the period of prohibition for elected officials accepting campaign contributions extend “from the time a matter involving the developer is transmitted to the Clerk of Council until the matter is disposed of by final action of Council and the Mayor”; and

WHEREAS, the EDRP also expressed concern that the City not create barriers to entry or unintended legal consequences for individuals who are developing their own homes, a single small

project, or small neighborhood projects, especially given the low risk of corruption that such projects pose; and

WHEREAS, making a list of persons and businesses subject to the regulations enacted herein publicly available will promote transparency in campaign finance; and

WHEREAS, prohibiting the acceptance of campaign contributions from such persons and businesses will help ensure that Council decisions regarding development projects are not influenced by campaign contributions; and

WHEREAS, Council intends that the requirements of this new Chapter 119 shall take effect only after Council has appropriated funding for this purpose, after the City Administration has established the required enforcement structure, and after the City Manager has promulgated regulations required under this Chapter; now, therefore,

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

Section 1. That new Chapter 119, “Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business,” of Title I, “Council and Corporation Miscellany,” of the Cincinnati Municipal Code, is hereby enacted as follows:

Sec. 119-1. - Definitions.

For purposes of this chapter, the words and phrases shall have the meanings ascribed to them in Title 35, Elections, of the Ohio Revised Code, unless another meaning is ascribed to them in this chapter.

Sec. 119-1-A. - Applicant

“Applicant” means a person or entity who requests or applies for city business.

Sec. 119-1-C1. - Campaign.

“Campaign” means the mayor, each member of council, and their agents, including their campaign committees and associated political action committees.

Sec. 119-1-C2. - City Business.

“City business” means requests or applications for the following items requiring approval by council:

- (a) development incentives, including loans and tax incentives, with an estimated potential value of \$100,000 or more per year;
- (b) sales of city property with an estimated fair market value of \$200,000 or more;
- (c) zoning changes;

Sec. 119-1-C3. - City Business List.

“City business list” means the list or data set published online by the administration specifying the names of the financially interested persons from whom campaigns may not accept campaign contributions under this chapter.

Sec. 119-1-F. - Financially Interested Person.

“Financially interested person” means a person who has a financial interest in city business as defined by this section.

- (a) If the applicant for city business is an individual, it means the applicant and the spouse of the applicant.
- (b) If the applicant for city business is an entity, such as a limited liability company, corporation, partnership, trust, or unincorporated association, it means
 - (1) the entity itself;
 - (2) the owners, members, or partners of such entity and their spouses, provided that such owner, member, or partner owns or controls twenty percent or more of the entity; and
 - (3) the directors and principal officers of such entity and their spouses.

Sec. 119-1-S. - Solicit.

“Solicit” means to ask for, request, seek, or try to obtain something of value from another, whether directly or indirectly. For the purposes of this chapter, it does not include mass communications or speeches, so long as such communications or speeches are to fifty or more people.

Sec. 119-3. - Prohibition on Solicitation or Acceptance of Campaign Contributions.

- (a) Campaigns are prohibited from accepting a campaign contribution made by a financially interested person during the period prescribed in section 119-3(c). For

purposes of this section a campaign contribution has not been accepted if it is disposed of in accordance with the requirements of section 119-5.

- (b) Campaigns are prohibited from soliciting a campaign contribution from a financially interested person during the period prescribed in section 119-3(c).
- (c) The prohibition on solicitation or acceptance of a campaign contribution from a financially interested person shall commence on the day any ordinance regarding the city business is filed with the clerk of council and shall continue until final legislative action regarding the ordinance is complete, such as by a final vote or veto.

Sec. 119-5. - Timing and Manner of Disposal of Prohibited Contributions.

- (a) A campaign shall dispose of a prohibited campaign contribution from a financially interested person within the following time period:
 - (1) If the financially interested person was on the city business list at the time the campaign received the campaign contribution, then the campaign must dispose of the prohibited contribution no later than two calendar weeks from the day on which the contribution was received, excluding the day on which it was received.
 - (2) If the financially interested person was not on the city business list at the time the campaign received the campaign contribution, then the campaign must dispose of the prohibited contribution no later than two calendar weeks, excluding the day on which it was received, from the sooner of:
 - (A) the day the financially interested person is subsequently placed on the city business list; or
 - (B) the day the campaign receives notice from the administration that the contributor is a financially interested person under this chapter.
- (b) To dispose of a prohibited campaign contribution, the campaign shall first attempt to return or refund the contribution to the financially interested person. If the financially interested person does not accept the refund or return or if the contributor does not respond to the campaign, then the campaign shall dispose of the prohibited contribution by donating an amount equal to the contribution to a corporation that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c) of the Internal Revenue Code. The campaign shall report all campaign contributions required to be disposed of under this section in its next campaign finance report that is required by Article XIII, Section 2.a of the charter.

Sec. 119-7. - Reporting of Financially Interested Persons.

- (a) Upon application for city business, an applicant must furnish accurate, truthful, and complete information to the city administration, in a form required by the city administration, identifying the financially interested persons associated with the application or request for city business. Applicants shall promptly update such information if it changes during the period prescribed by section 119-3(c).
- (b) The city administration shall make available to the public a list of financially interested persons through publication of the city business list on the city's website, to be updated at least weekly in accordance with section 119-3(c).
- (c) The city manager is authorized to establish procedures, rules, and regulations to implement the requirements of this section.

Sec. 119-9. - Enforcement.

- (a) The Cincinnati elections commission shall receive and investigate any complaints alleging violations of this chapter and may refer such complaints to the ethics and good government counselor in the city solicitor's office for investigation.
- (b) Upon finding a violation of Section 119-3(a), the Cincinnati elections commission is authorized to impose a civil fine upon prior notice to the campaign and an opportunity to be heard regarding the violation. The commission shall refer such civil fines to the appropriate city agency for collection. Upon finding a violation of Section 119-3(b), the Cincinnati elections commission shall file a communication with the clerk of council setting forth the findings of the investigation.

Sec. 119-11. – Start of Implementation; Appropriations.

The requirements and prohibitions of this chapter shall not take effect until council appropriates funding for the purpose of establishing the administrative staffing and enforcement needs imposed by this chapter. After such appropriation, and upon setting up the administrative processes necessary to implement this chapter, the city manager is authorized to establish the starting date for enforcement of the prohibitions established in this chapter, which date shall be no sooner than 30 days after the city manager promulgates the procedures and rules authorized under section 119-7(c). A copy of the procedures and rules shall be provided to council upon promulgation and, again, at such time as the rules may be amended.

Sec. 119-99. - Penalties.

- (a) Violation of section 119-3(a) or 119-7(a) is a Class C-1 civil offense.

Section 2. That Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If the provision is listed under paragraphs (a), (b), or (c) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (d) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (e) below, the otherwise applicable civil fine is reduced by 100% if the person charged shows in accordance with Section 1501-15 and the rules and regulations of the board of health that the violation has been corrected and that the owner has not previously received notice of a violation under Section 609-9. If the provision is listed under paragraph (e) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D
(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1
(3)	§ 714-37	Owner or Person in Control to Maintain Premises Free of Litter	Class C1
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private Property (grass and weed control)	Class C1

(6)	Chapter 313	Outdoor Advertising Sign Excise Tax	Class C1
(7)	Chapter 315	Short Term Rental Excise Tax	Class C1

(b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

(c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D
(2)	<u>§ 119-3(a)</u>	<u>Acceptance or Retention of a Contribution from a Financially Interested Person with City Business</u>	<u>Class C-1</u>
(3)	<u>§ 119-7(a)</u>	<u>Failure to Report Financially Interested Persons</u>	<u>Class C-1</u>

(d) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-3	Sale of Tobacco Products to Those Under Twenty-One Years of Age Prohibited	Class E
(2)	§ 1601-57	Enforcement of Emergency Orders	Class D
(3)	§ 1601-59	Enforcement of Health Orders	Class D

(e) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-9	Tobacco Retailer Licensing (reduction for first-time offenders only)	Class E

Section 3. That existing Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby repealed.

Section 4. That the City Manager is hereby authorized to take all action necessary to implement and develop regulations necessary to carry out the purposes of this ordinance.

Section 5. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 4 hereof.

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law, provided, however, that the prohibitions set forth in newly ordained Chapter 119 become binding only upon satisfaction of the requirements of section 119-11, "Start of Implementation; Appropriations."

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language underscored.

202103005

Date: October 15, 2021

To: Councilmember Greg Landsman
From: Andrew Garth, City Solicitor *AWG/EGSW*
Subject: **Emergency Ordinance – Amending Administrative Code Establishing Ethics and Good Governance Counselor (B VERSION)**

Transmitted herewith is an emergency ordinance captioned as follows:

AMENDING Section 10, “Code Compliance and Administrative Hearings,” of Article III, “Department of Law,” of the Administrative Code of the City of Cincinnati for the purpose of establishing a new position of ethics and good government counselor within the Department of Law to support ethics, election, and campaign finance efforts; **AUTHORIZING** the transfer of \$375,000 from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund personnel operating budget account no. 050x111x7100 for the purpose of providing funding for the new position of ethics and good government counselor and support staff; **AUTHORIZING** the transfer and appropriation of \$100,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund non-personnel operating budget account no. 050x111x7200 for the purpose of providing funding to support the operations of the ethics and good government counselor and support staff; **AUTHORIZING** the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to the Enterprise Software and Licenses non-departmental General Fund non-personnel operating budget account no. 050x952x7400 for the purpose of providing funding to implement a campaign finance transparency system; and **REPEALING** Section 13, “Office of Municipal Investigation,” of Article II, “City Manager,” of the Administrative Code to remove obsolete language regarding the Office of Municipal Investigation.

AWG/CMZ/(lnk)
Attachment
337986v19

EMERGENCY

City of Cincinnati

CMZ/B
AWG/EEW

An Ordinance No. _____

- 2021

AMENDING Section 10, “Code Compliance and Administrative Hearings,” of Article III, “Department of Law,” of the Administrative Code of the City of Cincinnati for the purpose of establishing a new position of ethics and good government counselor within the Department of Law to support ethics, election, and campaign finance efforts; **AUTHORIZING** the transfer of \$375,000 from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund personnel operating budget account no. 050x111x7100 for the purpose of providing funding for the new position of ethics and good government counselor and support staff; **AUTHORIZING** the transfer and appropriation of \$100,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund non-personnel operating budget account no. 050x111x7200 for the purpose of providing funding to support the operations of the ethics and good government counselor and support staff; **AUTHORIZING** the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to the Enterprise Software and Licenses non-departmental General Fund non-personnel operating budget account no. 050x952x7400 for the purpose of providing funding to implement a campaign finance transparency system; and **REPEALING** Section 13, “Office of Municipal Investigation,” of Article II, “City Manager,” of the Administrative Code to remove obsolete language regarding the Office of Municipal Investigation.

WHEREAS, recent indictments of elected officials of the City of Cincinnati have undermined the public’s trust that City officials are acting in an ethical, transparent, and effective manner; and

WHEREAS, the addition of an ethics and good government counselor to answer ethics questions from City officials and employees, to enforce expanded campaign contribution laws and rules, and to proactively train and educate City officials and employees will help restore the public’s trust in City government; and

WHEREAS, Article XIII of the Charter establishes the Cincinnati Elections Commission (“CEC”) but does not provide dedicated staffing or support resources; and

WHEREAS, the CEC relies heavily on the general counsel division of the City Solicitor’s Office for assistance in administering its Charter duties; and

WHEREAS, Article III, Section 10 of the Administrative Code authorizes an Office of Code Enforcement and Administrative Hearings (“OAH”) within the Solicitor’s Office that has expertise in holding administrative hearings with neutral hearing officers; and

WHEREAS, the impartial and investigative functions of OAH, if appropriately staffed, could be expanded to include ethics and good government functions available to all City employees and elected officials, as well as to provide support to the CEC in the administration of Article XIII of the Charter; and

WHEREAS, one-time appropriations are required to provide funding for the new ethics and good government counselor and staff for the remainder of Fiscal Year 2022, but the continuation of this function in the Solicitor's Office is dependent upon continuing appropriations in the annual General Fund operating budget; and

WHEREAS, implementing this change requires amending Article III of the Administrative Code; and

WHEREAS, the Office of Municipal Investigation within the City Manager's Office will become obsolete because some of its functions currently are being performed by other City departments and any remaining functions will be absorbed by the newly created ethics and good government counselor; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio, with three-fourths of its members concurring:

Section 1. That Section 10, "Code Compliance and Administrative Hearings," of Article III, "Department of Law," of the Administrative Code, is hereby amended as follows:

Sec. 10. – Ethics and Good Government Counselor; Code Compliance and Administrative Hearings.

(a) There shall be an ethics and good government counselor that has the following responsibilities within the city solicitor's office:

(1) Ethics

(A) Serve as a dedicated point of contact for any questions from city officials and city employees pertaining to ethics and conflict-of-interest laws.

(B) Act as a liaison to the Ohio Ethics Commission to assist city officials and city employees in obtaining ethics advice and advisory opinions on matters of state ethics law.

(C) Provide ethics and conflict-of-interest training and related educational resources for city elected officials, city employees, and city boards and commissions. Training materials should be made available online in coordination with the city's human resources department.

(D) Receive and investigate all complaints from elected officials, city staff, and the public alleging violations of ethics and conflict-of-interest laws, including referral of matters to appropriate city departments or to third-party authorities as necessary.

(E) Complete such other responsibilities as assigned by the city solicitor, including, but not limited to, drafting of ethics opinions, proactive identification of potential conflicts, and investigations as necessary to provide legal advice on ethics violations and conflicts of interest.

(2) Campaign Finance and Reporting

(A) Assist the Cincinnati Elections Commission with ensuring compliance with Article XIII of the charter, including notifying candidates regarding failure to file any required reports or errors with reports.

(B) Assist the Cincinnati Elections Commission in its review of campaign finance reports for compliance with Article XIII of the charter, chapter 117 of the Cincinnati municipal code, the rules adopted by the Cincinnati Elections Commission, and any other related city laws, rules, or regulations related to campaign finance and reporting requirements.

(C) Investigate and present information to the Cincinnati Elections Commission about candidate compliance with city campaign finance and reporting requirements.

(D) Communicate and coordinate as needed with the Hamilton County Board of Elections regarding state of Ohio campaign filings and reporting requirements required to be observed by mayoral and council candidates.

(E) Complete such other responsibilities as assigned by the city solicitor.

(3) Fraud, Waste, and Abuse

(A) Receive and investigate all complaints from elected officials, city staff, and the public alleging fraud, waste, and abuse in city government, including referral of matters to appropriate city departments or third-party authorities as necessary.

(4) City Codes of Conduct

(A) If the ethics and good government counselor receives a complaint alleging that an elected official has violated a city code of conduct, the ethics and good government counselor shall report the complaint to the relevant council committee, which report shall include basic factual information gathered using standardized protocols established by the ethics and good government counselor in consultation with the solicitor and city administration. A written response from the elected official named in the complaint shall be included in the report at the option of such official.

(B) After review of a complaint under this section, council may request additional fact-finding by the ethics and good government counselor. Upon such request, the ethics and good government counselor shall investigate further and report additional, detailed factual findings to council.

- (b) The ethics and good government counselor shall be an attorney appointed and supervised by the city solicitor under Article IV, Section 5 of the charter.
- (c) The city solicitor may hire such consultants or investigators as are necessary to fulfill the responsibilities provided in this section.
- (d) Nothing in this Chapter shall require the ethics and good government officer to take action that would interfere in an ongoing, lawful investigation.
- (e) Code Compliance and Administrative Hearings

(1) The city solicitor shall designate a member of the solicitor's office to be responsible for oversight of:

(A) the office of administrative hearings, the parking violations bureau, and the conduct of the code compliance and administrative hearing process on civil offenses as set forth in Title XV of the Cincinnati Municipal Code. ~~The designated member of the solicitor's office shall provide oversight of~~

(B) the administration of the enforcement procedures for civil offenses and appeals of parking violations, as set forth by ordinance, and ~~shall be responsible for oversight of~~ such other administrative hearings, or alternative dispute resolution, or other municipal investigations as may be directed by the city manager or by ordinance.

Section 2. That Section 10, "Code Compliance and Administrative Hearings," of Article III, "Department of Law," and Section 13, "Office of Municipal Investigation," of Article II, "City Manager," of the Administrative Code are hereby repealed.

Section 3. That the City Manager is authorized to create a new full-time position of the ethics and good government counselor and to establish two full-time support positions to operationalize this ordinance, which positions shall be contingent upon maintenance of corresponding funding by City Council.

Section 4. That the transfer of \$375,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050 is hereby authorized.

Section 5. That the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund personnel operating budget account no.

050x111x7100 is hereby authorized for the purpose of providing funding for the new positions of ethics and good government counselor and support staff.

Section 6. That the transfer and appropriation of \$100,000 from the unappropriated surplus of General Fund 050 to the Law Department General Fund non-personnel operating budget account no. 050x111x7200 is hereby authorized for the purpose of providing funding to support the operations of the ethics and good government counselor and support staff.

Section 7. That the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to the Enterprise Software and Licenses non-departmental General Fund non-personnel operating budget account no. 050x952x7400 is hereby authorized for the purpose of providing funding to implement a campaign finance transparency system.

Section 8. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Section 1 through 7 hereof.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the position of ethics and good government counselor to support elected officials and city employees, and to provide additional support for the Cincinnati Elections Commission.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language is underscored. Deleted language is struck through.

City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati-oh.gov
Web www.cincinnati-oh.gov

David S. Mann
Councilmember

2021003018

October 21, 2021

I move that the City Administration identify the funds necessary to repair all existing security cameras around the city, at a cost estimate of \$150,000.

I further move that the city administration present a management plan for these assets.


Councilmember David Mann

Statement:

The recent increase of violence in the city has highlighted that many cameras installed to provide security and monitoring have not been functional. Our Police and Fire departments need the tools necessary to respond to this unprecedented uptick of crime. Cameras that are not functioning prevent good police work.

Also, the camera assets are important instruments to combat or to solve crimes. The city administration needs to provide a long-term strategy to manage these assets, including having a maintenance and monitoring plan with recommended additional staffing as needed.

202103022
Date: October 21, 2021

To: Councilmember David Mann
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Emergency Ordinance – AUTHORIZING funding for In Focus Programming**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer of \$24,000 from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$24,000 from the unappropriated surplus of General Fund 050 to the General Fund City Manager’s Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing additional one-time funding for In Focus programming in the Office of Human Relations

AWG/CMZ/(tr)
Attachment
351565

EMERGENCY

City of Cincinnati

CMZ *AWB*

An Ordinance No. _____

- 2021

AUTHORIZING the transfer of \$24,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$24,000 from the unappropriated surplus of General Fund 050 to the General Fund City Manager's Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing additional one-time funding for In Focus programming in the Office of Human Relations.

WHEREAS, City Council wishes to provide additional funding for the Office of Human Relations for its In Focus programming; and

WHEREAS, the source of funds is the "Reserve for Weather Related Events, Other Emergency and One-Time Needs" account; now, therefore,

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

Section 1. That the sum of \$24,000 is hereby transferred from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050.

Section 2. That the sum of \$24,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to the General Fund City Manager's Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing additional one-time funding for In Focus programming provided by the Office of Human Relations.

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

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

appropriate funding to support In Focus programming in the Office of Human Relations.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: October 20, 2021

202103025

To: Councilmember Steven Goodin

From: Andrew W. Garth, City Solicitor *AWG*

**Subject: Ordinance – Prohibition of Campaign Contributions from Persons
Financially Interested in City Business (C VERSION)**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING Title I, “Council and Corporation Miscellaneous,” by enacting new Chapter 119, “Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business,” of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while that business is pending before Council; and **MODIFYING** Section 1501-8, “Class C-1 Civil Offenses,” of Title XV, “Code Compliance and Hearings,” of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

In response to comments received in committee, the C version extends the definition of “financially interested persons” to include dependent children and extends the period to return prohibited contributions to thirty days after receipt. It also distinguishes between a “City Business List” and a “Temporary Prohibition List.” The City Business List includes all financially interested persons from the time of application for City business to six months after conclusion of legislative action on the city business. The Temporary Prohibition List includes only those financially interested persons from whom solicitation or acceptance of campaign contributions is currently prohibited because relevant city business is before the Council. The period during which solicitation and acceptance is prohibited is termed the period of “Legislative Review.”

This version streamlines and simplifies the burden on elected officials. An elected official may check the Temporary Prohibition List at any time and immediately know the identities of those from whom they may not solicit or accept contributions. If, through error or omission, a person who should have been included on the Temporary Prohibition list is not included, solicitation of that person is not prohibited. Any contribution accepted from a person who should have been but was not included on the Temporary Prohibition List would not result in a penalty so long as the contribution was returned within thirty days of the administration notifying the campaign that a contribution was accepted in error.

AWG/MSS/(lnk)

Attachment

337192v38

{00347264-3}

BW

MSS/C

City of Cincinnati

An Ordinance No. _____

-2021

MODIFYING Title I, “Council and Corporation Miscellany,” by enacting new Chapter 119, “Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business,” of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while that business is pending before Council; and **MODIFYING** Section 1501-8, “Class C-1 Civil Offenses,” of Title XV, “Code Compliance and Hearings,” of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

WHEREAS, recent allegations of corruption against some members of Council have diminished public trust in elected officials; and

WHEREAS, following allegations of pay-to-play schemes, the Mayor and Council passed Ordinance No. 384-2020, which created an Economic Development Reform Panel (“EDRP”) and charged it with making recommendations regarding best practices and ways to improve the development process and better insulate it from political influence and cronyism, to help restore public trust in City elected officials; and

WHEREAS, the EDRP found that “[e]lected officials soliciting for or receiving campaign contributions from a developer while that developer has business on the City Council calendar pose great risk for corruption and undue influence”; and

WHEREAS, the EDRP also found that “allowing elected officials to solicit or receive contributions from developers during the time period that the developer’s project is officially before them increases the risk that the developer may be asked or offer to make a campaign contribution in exchange for the elected official taking that official action”; and

WHEREAS, the EDRP concluded that “[m]any economic development projects take months or years working with the City administration, the community, and other external parties to put all of the pieces together,” and that the prohibition on campaign contributions should not extend beyond the time developers have business before the Council; and

WHEREAS, the EDRP therefore recommended that the period of prohibition for elected officials accepting campaign contributions extend “from the time a matter involving the developer is transmitted to the Clerk of Council until the matter is disposed of by final action of Council and the Mayor”; and

WHEREAS, the EDRP also expressed concern that the City not create barriers to entry or unintended legal consequences for individuals who are developing their own homes, a single small

project, or small neighborhood projects, especially given the low risk of corruption that such projects pose; and

WHEREAS, making a list of persons and businesses subject to the regulations enacted herein publicly available will promote transparency in campaign finance; and

WHEREAS, prohibiting the acceptance of campaign contributions from such persons and businesses will help ensure that Council decisions regarding development projects are not influenced by campaign contributions; and

WHEREAS, Council intends that the requirements of this new Chapter 119 shall take effect only after Council has appropriated funding for this purpose, after the City Administration has established the required enforcement structure, and after the City Manager has promulgated regulations required under this Chapter; now, therefore,

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

Section 1. That new Chapter 119, “Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business,” of Title I, “Council and Corporation Miscellany,” of the Cincinnati Municipal Code, is hereby enacted as follows:

Sec. 119-1. - Definitions.

For purposes of this chapter, the words and phrases shall have the meanings ascribed to them in Title 35, Elections, of the Ohio Revised Code, unless another meaning is ascribed to them in this chapter.

Sec. 119-1-A. - Applicant.

“Applicant” means a person or entity who requests or applies for city business.

Sec. 119-1-C1. - Campaign.

“Campaign” means the mayor, each member of council, and their agents, including their campaign committees and associated political action committees.

Sec. 119-1-C2. - City Business.

“City business” means requests or applications for the following items requiring approval by council:

- (a) development incentives, including loans and tax incentives, with an estimated potential value of \$100,000 or more per year;
- (b) sales of city property with an estimated fair market value of \$200,000 or more; or
- (c) zoning changes.

Sec. 119-1-C3. - City Business List.

“City business list” means the list or data set published online by the administration for the convenience of campaigns and the public specifying the names of financially interested persons for all city business without regard to whether such business is under legislative review by council. Financially interested persons shall be added to the city business list at the time an applicant applies for city business, and they shall be removed from the city business list six months after the conclusion of legislative review.

Sec. 119-1-F. - Financially Interested Person.

“Financially interested person” means a person who has a financial interest in city business as defined by this chapter.

- (a) If the applicant for city business is an individual, it means the applicant and the applicant’s spouse and dependent children.
- (b) If the applicant for city business is an entity, such as a limited liability company, corporation, partnership, trust, or unincorporated association, it means
 - (1) the entity itself;
 - (2) the owners, members, or partners of such entity and their spouses and dependent children, provided that such owner, member, or partner owns or controls twenty percent or more of the entity; and
 - (3) the directors and principal officers of such entity and their spouses.

Sec. 119-1-L. – Legislative Review.

“Legislative review” shall mean the period commencing on the day any ordinance authorizing approval of the city business is filed with the clerk of council and continuing until final legislative action regarding the ordinance is complete, such as by a final vote or veto.

Sec. 119-1-S. - Solicit.

“Solicit” means to ask for, request, seek, or try to obtain something of value from another, whether directly or indirectly. For the purposes of this chapter, it does not include mass communications or speeches, so long as such communications or speeches are to fifty or more people.

Sec. 119-1-T. - Temporary Prohibition List.

“Temporary prohibition list” means the list or data set published online by the city administration identifying known financially interested persons associated with any ordinance currently under legislative review.

Sec. 119-3. - Prohibition on Solicitation or Acceptance of Campaign Contributions.

- (a) *Prohibition on acceptance of contributions from entities on temporary prohibition list.* Campaigns are prohibited from accepting a campaign contribution from a person on the temporary prohibition list. For purposes of this section, a campaign contribution has not been accepted if it is disposed of in accordance with the requirements of section 119-5 no later than 30 calendar days from the day on which the contribution was received, excluding the day on which it was received.
- (b) *Discovery of improper contributions from persons not on temporary prohibition list.* Campaigns are prohibited from accepting a campaign contribution from a person during the time the person qualified for the temporary prohibition list even if, due to omission or applicant error, the person was not on the temporary prohibition list at the time of contribution.

For purposes of this section, a campaign contribution has not been accepted if either of the following occurs:

- (1) It is disposed of in accordance with the requirements of section 119-5(b); or
- (2) It is disposed of in accordance with the requirements of section 119-5 no later than 30 calendar days from the earlier of
 - (A) the day the campaign discovers acceptance of the contribution was prohibited or
 - (B) the day the administration notifies the campaign that the contribution was improper despite the contributor not appearing on the temporary prohibition list.

- (c) *Solicitation.* Campaigns are prohibited from soliciting a campaign contribution from a person appearing on the temporary prohibition list at the time of the solicitation.

Sec. 119-5. - Manner of Disposal of Prohibited Contributions.

A campaign shall take the following action to dispose of prohibited campaign contributions:

- (a) Attempt to return or refund the contribution to the financially interested person.
- (b) If the financially interested person does not accept the refund or return, or if the contributor does not respond to the campaign, then the campaign shall dispose of the prohibited contribution by donating an amount equal to the contribution to a corporation that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c) of the Internal Revenue Code.

The campaign shall report all campaign contributions required to be disposed of under this section in its next campaign finance report that is required by Article XIII, Section 2.a of the charter.

Sec. 119-7. - Reporting of Financially Interested Persons.

- (a) Upon application for city business, an applicant must furnish accurate, truthful, and complete information to the city administration, in a form required by the city administration, identifying the financially interested persons associated with the application or request for city business. Applicants shall promptly update such information if it changes, including during the legislative review period.
- (b) The city administration shall make available to the public an online list of financially interested persons through publication of the city business list and the temporary prohibition list on the city's website. The temporary prohibition list shall be updated at least weekly in accordance with section 119-3(c).
- (c) The city manager is authorized to establish procedures, rules, and regulations to implement the requirements of this section.

Sec. 119-9. - Enforcement.

- (a) The Cincinnati elections commission shall receive and investigate any complaints alleging violations of this chapter and may refer such complaints to the ethics and good government counselor in the city solicitor's office for investigation.

- (b) Upon finding a violation of Section 119-3(a) or 119-3(b), the Cincinnati elections commission is authorized to impose a civil fine upon prior notice to the campaign and an opportunity to be heard regarding the violation. The commission shall refer such civil fines to the appropriate city agency for collection. Upon finding a violation of Section 119-3(c), the Cincinnati elections commission shall file a communication with the clerk of council setting forth the findings of the investigation.

Sec. 119-11. – Start of Implementation; Appropriations.

The requirements and prohibitions of this chapter shall not take effect until council appropriates funding for the purpose of establishing the administrative staffing and enforcement needs imposed by this chapter. After such appropriation, and upon setting up the administrative processes necessary to implement this chapter, the city manager is authorized to establish the starting date for enforcement of the prohibitions established in this chapter, which date shall be no sooner than 30 days after the city manager promulgates the procedures and rules authorized under section 119-7(c). A copy of the procedures and rules shall be provided to council upon promulgation and, again, at such time as the rules may be amended.

Sec. 119-99. - Penalties.

Violation of section 119-3(a), 119-3(b), or 119-7(a) is a Class C-1 civil offense.

Section 2. That Section 1501-8, “Class C-1 Civil Offenses,” of Title XV, “Code Compliance and Hearings,” of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If the provision is listed under paragraphs (a), (b), or (c) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (d) below, and if a person has previously been found to have violated the same

provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (e) below, the otherwise applicable civil fine is reduced by 100% if the person charged shows in accordance with Section 1501-15 and the rules and regulations of the board of health that the violation has been corrected and that the owner has not previously received notice of a violation under Section 609-9. If the provision is listed under paragraph (e) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D
(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1
(3)	§ 714-37	Owner or Person in Control to Maintain Premises Free of Litter	Class C1
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private Property (grass and weed control)	Class C1
(6)	Chapter 313	Outdoor Advertising Sign Excise Tax	Class C1
(7)	Chapter 315	Short Term Rental Excise Tax	Class C1

(b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

(c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D
(2)	<u>§ 119-3(a)</u> <u>§ 119-3(b)</u>	<u>Acceptance or Retention of a Contribution from a Person Qualifying for the Temporary Prohibition List</u>	<u>Class C-1</u>
(3)	<u>§ 119-7(a)</u>	<u>Failure to Report Financially Interested Persons</u>	<u>Class C-1</u>

(d) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-3	Sale of Tobacco Products to Those Under Twenty-One Years of Age Prohibited	Class E
(2)	§ 1601-57	Enforcement of Emergency Orders	Class D
(3)	§ 1601-59	Enforcement of Health Orders	Class D

(e) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-9	Tobacco Retailer Licensing (reduction for first-time offenders only)	Class E

Section 3. That existing Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby repealed.

Section 4. That the City Manager is hereby authorized to take all action necessary to implement and develop regulations necessary to carry out the purposes of this ordinance.

Section 5. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 4 hereof.

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law, provided, however, that the prohibitions set forth in newly ordained

Chapter 119 become binding only upon satisfaction of the requirements of section 119-11, “Start of Implementation; Appropriations.”

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language underscored.



Steven P. Goodin
Councilmember

October 15, 2021

MOTION

As we emerge from the pandemic, pedestrian safety has emerged as one of the primary quality of life issues in our City's neighborhoods. Nowhere is the need more acute than in Northside. Recent events have shown that the lack of new pedestrian safety measures is, in the most literal sense, a matter of life and death. Past council efforts to secure additional funding for pedestrian measures in this neighborhood have not been successful. Accordingly, **WE MOVE** that the Administration IMMEDIATELY engage with the Northside Community Council and other community stakeholders to ascertain which intersections merit enhanced pedestrian safety measures consistent with VisionZero goals (including, but not limited to, curb bump-outs, raised crosswalks and road diets); instruct the Department of Transportation & Engineering (DOTE) to prepare a proposed budget for such enhancements; and prepare a list of potential sources of funding for such enhancements (including, but not limited to, any unallocated American Rescue Plan dollars).

Councilmember Steven Goodin

_____	_____
_____	_____
_____	_____
_____	_____

October 20, 2021

To: Mayor and Members of City Council **202102995**

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Parks: Cincinnati Park Board Commissioner’s Fund and City Funds Capital Projects

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project accounts in the Parks Department according to the attached Schedule of Appropriation for the purpose of having necessary funding in place to allow the Cincinnati Board of Park Commissioners to move forward with appropriate contracting in order to stabilize and repair infrastructure at various locations throughout the park system; **AUTHORIZING** the City Manager to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner’s Fund into Parks Private Endowments and Donations Fund 430; and **AUTHORIZING** the transfer and appropriation of resources totaling \$825,500 from various Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached transfer schedule.

This Emergency Ordinance authorizes the City Manager to accept \$415,500 from the Cincinnati Board of Park Commissioner’s Fund and deposit the donated funds into Parks Private Endowments and Donations Fund 430.

As indicated in Section A of the attached Schedule of Transfer this Emergency Ordinance also authorizes the transfer and appropriation of \$825,500 from various restricted funds to newly established capital improvement program project accounts as follows.

1. \$10,000 will be transferred from Sawyer Point Fund 318 to the “Sawyer Point Tennis Building HVAC Upgrades” capital improvement program project account to provide resources for Heating, Ventilation, and Air Conditioning (HVAC) improvements for the Sawyer Point Tennis Building.
2. \$150,000 will be transferred from Cincinnati Riverfront Park Fund 329 to the “Smale Riverfront Water Feature Repairs” capital improvement program project account to provide resources to rehabilitate water features at Smale Park.
3. \$250,000 will be transferred from Park Board Permanent Improvement Fund 752 to capital improvement program project accounts supporting Mt. Airy Forest -- \$150,000 will go toward renovating the comfort station in Mt. Airy Area 23, and \$100,000 will go toward a new Americans with Disabilities Act

(ADA) Accessible Walkway for the Bike Skills Area.

4. \$415,500 will be transferred from Parks Private Endowments and Donations Fund 430 to various capital improvement program project accounts in the parks system. \$87,500 will go toward improvements to the Caretaker's House and Pavilion at Ault Park, \$30,000 will go toward HVAC upgrades at the Bettman Nature Center, \$40,000 will improve parks signs furnishings, fences, and railings, and \$258,000 will be used for Krohn Conservatory building improvements.

These capital projects are in accordance with the Sustain goal to "Preserve our natural and built environment" of Plan Cincinnati (2012); specifically, the strategy to "Protect our natural resources," as described on pages 194 – 196. They are also in accordance with the "Live" goal to "Build a robust public life" and strategy to "Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people," as detailed on pages 150 – 152 of Plan Cincinnati (2012).

No additional FTE are associated with these new capital projects.

The reason for the emergency is the immediate need to transfer the funding necessary to avoid a disruption in services.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

KKF

- 2021

AUTHORIZING the establishment of new capital improvement program project accounts in the Parks Department according to the attached Schedule of Appropriation for the purpose of having necessary funding in place to allow the Cincinnati Board of Park Commissioners to move forward with appropriate contracting in order to stabilize and repair infrastructure at various locations throughout the park system; **AUTHORIZING** the City Manager to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner's Fund into Parks Private Endowments and Donations Fund 430; and **AUTHORIZING** the transfer and appropriation of resources totaling \$825,500 from various Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached transfer schedule.

WHEREAS, the establishment of new capital improvement program project accounts in the Parks Department is necessary to facilitate the funding of various projects in various locations throughout the park system; and

WHEREAS, sufficient resources are currently available in the Cincinnati Board of Park Commissioner's Fund and in Restricted Funds 318, 329, 430, and 752 to cover these appropriations; and

WHEREAS, there are no new FTEs associated with these transfers; and

WHEREAS, these capital projects are in accordance with the Sustain goal to "preserve our natural and built environment" and strategy to "protect our natural resources," as well as the "Live" goal to "build a robust public life" and strategy to "develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people," as described on pages 150 - 152 and 194 - 196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish the following new capital improvements program project accounts: no. 980x203x222010, "Sawyer Point Tennis Building HVAC Upgrades," for the purpose of providing resources for HVAC improvements at the Sawyer Point Tennis Building; no. 980x203x222011, "Smale Riverfront Water Feature Repairs," for the purpose of providing resources for rehabilitation of water features at Smale Riverfront Park; no. 980x203x222012, "Mt. Airy Area 23 - Comfort Station

Renovation,” for the purpose of providing resources for the renovation of the comfort station located in Mt. Airy Forest; no. 980x203x222013, “Mt. Airy Area 23 – Bike Skills Area ADA Walkway,” for the purpose of providing resources for the design and construction of an walkway compliant with the Americans with Disabilities Act at the Bike Skills Area located in Mt. Airy Forest; no. 980x203x222014, “Ault Park Improvements – Caretaker’s House and Ault Pavilion,” for the purpose of providing resources for improvements to the caretaker’s house and pavilion at Ault Park; no. 980x203x222015, “Bettman Nature Center HVAC Upgrades,” for the purpose of providing resources for HVAC upgrades at the Bettman Nature Center; no. 980x203x222016, “Parks Signs/Furnishings/Fences/Railings Improvements,” for the purpose of providing resources for signs, furnishings, fences, and railing improvements at various Cincinnati parks; no. 980x203x222017, “Krohn Conservatory Building Improvements,” for the purpose of providing resources for design and construction of building improvements at Krohn Conservatory.

Section 2. That the City Manager is hereby authorized to accept and deposit an amount of up to \$415,500 from the Cincinnati Board of Park Commissioner’s Fund into Parks Private Endowment and Donations Fund 430.

Section 3. That the sum of \$825,500 is hereby transferred and appropriated from Restricted Funds 318, 329, 430, and 752 to the newly established capital improvement program project accounts per Section A of the attached Schedule of Transfer.

Section 4. That the proper City officials are hereby authorized to do all things necessary to use and expend the sums referenced in Sections 1 through 3 herein.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall, subject to the

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer the funding necessary to avoid a disruption in services.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Section A.

SCHEDULE OF TRANSFER

Appropriate: \$825,500.00

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Parks Admin & Program Services 203	318	Sawyer Point	222010	Sawyer Point Tennis Building HVAC Upgrades	0.00	10,000.00	10,000.00
	329	Cincinnati Riverfront Park	222011	Smale Riverfront Water Feature Repairs	0.00	150,000.00	150,000.00
	752	Park Board Permanent Improvement	222012	Mt. Airy Area 23 - Comfort Station Renovation	0.00	150,000.00	150,000.00
	752	Park Board Permanent Improvement	222013	Mt. Airy Area 23 – Bike Skills Area ADA Walkway	0.00	100,000.00	100,000.00
	430	Parks Private Endowment	222014	Ault Park Improvements – Caretaker's House and Ault Pavilion	0.00	87,500.00	87,500.00
	430	Parks Private Endowment	222015	Bettman Nature Center HVAC Upgrades	0.00	30,000.00	30,000.00
	430	Parks Private Endowment	222016	Parks Signs/Furnishings/Fences/Railings Improvements	0.00	40,000.00	40,000.00
	430	Parks Private Endowment	222017	Krohn Conservatory Building Improvements	0.00	258,000.00	258,000.00

October 20, 2021

To: Mayor and Members of City Council **202102996**
From: Paula Boggs Muething, City Manager
Subject: Ordinance – DOTE: Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

This Ordinance authorizes the City Manager to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

The Department of Transportation and Engineering (DOTE) identified four potential road grade crossing projects at the following locations: Anderson Ferry and River Road, Ashland Drive and River Road, Valvoline Drive and River Road, and 4335 River Road. These projects include upgrading traffic signal pre-emption equipment for at-grade rail crossings. If awarded, required local matching resources will come from existing DOTE capital projects. No new FTEs will be required.

This Ordinance is in accordance with the “Connect” goal to “Develop a regional transportation system that promotes economic vitality,” and strategy to “Support regional and intercity transportation initiatives,” as described on pages 139 – 145 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 grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

WHEREAS, the U.S. Department of Transportation Federal Rail Administration, under the Consolidated Rail Infrastructure and Safety Improvements Program, has made grant funds available to local agencies for various rail safety improvement projects; and

WHEREAS, the Department of Transportation and Engineering has identified four potential road grade crossing projects at the following locations: Anderson Ferry and River Road, Ashland Drive and River Road, Valvoline Drive and River Road, and 4335 River Road, which include upgrading traffic signal pre-emption equipment for at-grade rail crossings; and

WHEREAS, local match funds would be required for acceptance, which will come from existing DOTE capital projects; and

WHEREAS, no additional FTEs are associated with these grants; and

WHEREAS, this Ordinance is in accordance with the “Connect” goal to “develop a regional transportation system that promotes economic vitality,” and strategy to “support regional and intercity transportation initiatives,” as described on pages 139 – 145 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for grants awarded by the U.S. Department of Transportation Federal Rail Administration under the Consolidated Rail Infrastructure and Safety Improvements Program for the purpose of ensuring the timely completion of various road and at-grade rail crossing signalization construction projects throughout Cincinnati on U.S. Route 50.

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

October 20, 2021

To: Mayor and Members of City Council **202102997**

From: Paula Boggs Muething, City Manager

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

Attached is an Emergency Ordinance captioned:

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

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

The Greater Cincinnati Foundation grant requires no local match or new FTEs.

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

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

This Emergency Ordinance is also in accordance with the "Sustain" goal to "Become a healthier Cincinnati" and strategy to "Create a healthy environment and reduce energy consumption," as described on pages 181-186 of Plan Cincinnati (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

CFG

-2021

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

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

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

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

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

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

WHEREAS, this ordinance is in accordance with the “Sustain” goal to “Become a healthier Cincinnati,” and strategy to “Create a healthy environment and reduce energy consumption,” as described on pages 181-186 of Plan Cincinnati (2012); now, therefore,

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

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

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

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

October 20, 2021

To: Mayor and Members of City Council 2021029998
From: Paula Boggs Muething, City Manager
Subject: **Ordinance – Authorizing Lease and Management Agreement with The Northside Business Association**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a *Lease and Management Agreement* with The Northside Business Association, pursuant to which the City will lease a public parking lot commonly known as the Lingo Street Parking Lot in the Northside neighborhood for up to 20 years.

BACKGROUND/CURRENT CONDITIONS

The subject ordinance would authorize the continuation of a longstanding arrangement in which a City-owned parking lot has been operated by a non-profit neighborhood group in Northside, similar to how other City-owned public parking lots are operated in neighborhoods such as Corryville, Hyde Park, and East Walnut Hills.

The City owns several parcels of real estate at 4162-4166 Hamilton Ave. and 1557 Chase Ave. (“Property”) within a parking lot located near the intersection of Hamilton Ave. and Lingo St., commonly known as the Lingo Street Parking Lot or Lingo Lot. The Lingo Lot is located within the heart of the Northside business district and serves as critical parking infrastructure to support the many nearby businesses along Hamilton Ave.

The Lingo Lot’s unique ownership dates back to at least the 1970s; the City owns roughly 70% of the parking lot, while The Northside Business Association (“NBA” or “Lessee”) owns roughly 30%. NBA’s portion is located in the middle section and bisects the Lingo Lot. Since the 1990s, the City has leased the Property to NBA, which has allowed the Lingo Lot to be efficiently managed under a single operator that also owns and operates other public parking lots in Northside. The most recent lease and management agreement between the City and NBA, which was executed in 2016, expired in 2021. Since that time, NBA has continued to lease the Property on a month-to-month basis.

During the most recent lease term, NBA worked with the City to successfully implement digital payment technology in each of its parking lots – including the Lingo Lot. NBA was also successful in introducing increased hourly parking rates that are closer to market rates, and in bringing in a professional parking management company to handle the day-to-day operations. These important steps have allowed NBA to increase its revenue collections, improve compliance, reduce volunteer strain, and stabilize the operations of its parking system. The modest net operating income produced from these parking lots

either goes toward capital improvements to the parking lots or is invested back into other NBA projects that enhance the business district.

LESSEE INFORMATION

The Lessee, The Northside Business Association, is a nonprofit organization that has existed under several different names since 1907, making it one of the oldest such organizations in Cincinnati. As previously mentioned, Lessee has a long history of operating business district parking lots in Northside, as well as implementing numerous economic development projects within the business district, often in collaboration with the City and/or the other associations in Northside such as NEST and NCC.

DESCRIPTION OF PROPOSED LEASE

Under the proposed terms of a new lease (“Lease”), the City would lease the Property to Lessee for an initial (5)-year term as a public parking lot for the benefit of the general public. In addition to the initial term, there would be (3) renewal periods of (5) years each. As long as the parties continue to renew every 5 years, the Lease would run for up to 20 years. The Lease is a “fully net” lease, meaning that the Lessee is responsible for all costs associated with operation, maintenance, repair, and replacement of the Property, including any real estate taxes.

The City determined that the Property has a fair market rental value of approximately \$12,300 per year. However, the City is agreeable to lease the Property to the Lessee for \$0 because the City will receive benefits from the Lease that equal or exceed the fair market value in that the City will be relieved of the expense and administrative burden of the operation and maintenance of the Property. The Lease also requires that all revenue derived from the use of the Property are restricted funds to be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements in the Northside business district.

The proposed Lease terms were approved by the City Planning Commission at its meeting on September 17, 2021.

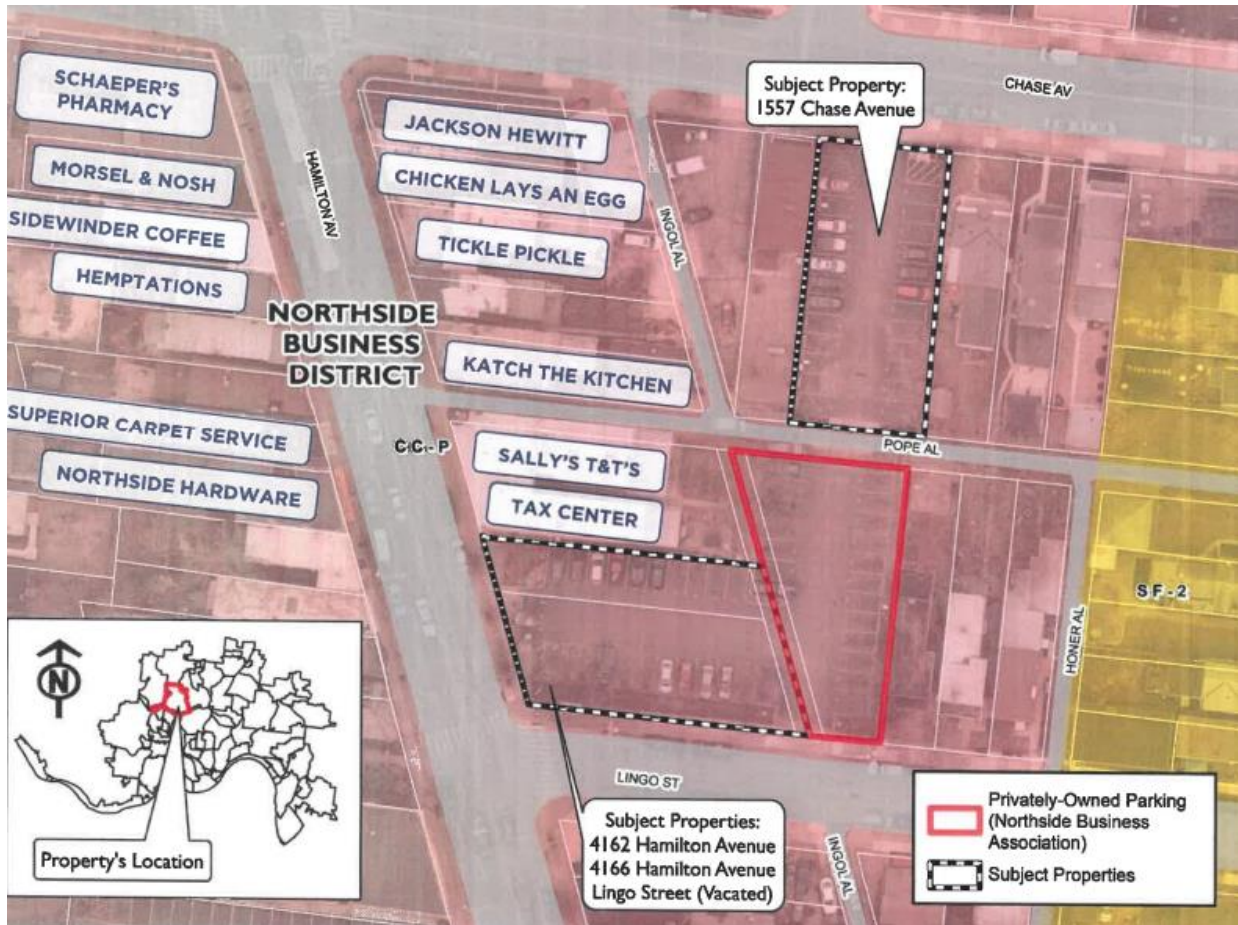
RECOMMENDATION

The Administration recommends approval of this Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



City of Cincinnati

CHM

AWG

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to execute a *Lease and Management Agreement* with The Northside Business Association, pursuant to which the City will lease a public parking lot commonly known as the Lingo Street Parking Lot in the Northside neighborhood for up to 20 years.

WHEREAS, the City owns a public parking lot commonly known as the Lingo Street Parking Lot, which parking lot is comprised of (i) certain real property located at the northeast corner of the intersection of Lingo Street and Hamilton Avenue; and (ii) certain real property generally lying between Chase Avenue and Pope Alley in Northside (the “Property”), which Property is under the management of the Department of Community and Economic Development (“DCED”); and

WHEREAS, the City presently leases the Property to The Northside Business Association, an Ohio nonprofit corporation (“Operator”) pursuant to a *Lease and Management Agreement* that expired on January 27, 2021, and the *Lease and Management Agreement* has continued on a month-to-month basis since that time; and

WHEREAS, Operator desires to continue to lease and manage the Property as a parking lot for the benefit of the general public for up to an additional 20 years (namely, an initial 5-year term, followed by three successive 5-year renewal terms), as further described in a *Lease and Management Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the “Agreement”); and

WHEREAS, the City Manager, in consultation with DCED, has determined that (i) the Property is not needed for a municipal purpose for the duration of the lease; and (ii) leasing the Property to Operator is not adverse to the City’s retained interest in the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by professional appraisal that the fair market rental value of the Property is approximately \$12,300 per year, however the City has agreed to lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of the Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property and to use any and all excess parking revenue to pay for the construction of City-approved public improvements to the Northside neighborhood business district for the benefit of the City; and

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

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on September 17, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized execute a *Lease and Management Agreement* (the “Agreement”) with The Northside Business Association, an Ohio nonprofit corporation (“Operator”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease certain real property located in the Northside neighborhood and designated as Hamilton County, Ohio Auditor’s Parcel Nos.: (i) 196-22-9 (-9 & -10 cons.); (ii) 196-22-8; (iii) 196-22-168; and (iv) 196-22-12 (-12 & -13 cons.) (the “Property”) for up to 20 years (namely, an initial 5-year term, followed by 3 successive 5-year renewal terms).

Section 2. That the Property is not needed for a municipal purpose for the duration of the lease.

Section 3. That leasing the Property to Operator is not adverse to the City’s retained interest in the Property.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Property is in the best interest of the City because: (i) Operator is a local neighborhood nonprofit organization with a mission to promote the general welfare of the Northside neighborhood; (ii) Operator has demonstrated experience managing and operating public parking lots in Northside and owns and operates a public parking lot that abuts the Property; and (iii) all revenue derived from the Property will be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements within the Northside business district.

Section 5. That the City’s Real Estate Services Division has determined by professional appraisal that the fair market rental value of the Property is approximately \$12,300 per year, however the City will lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of the Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property and to use any and all excess parking revenue to pay for the construction of City-approved public improvements to the Northside neighborhood business district for the benefit of the City.

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 Agreement, including, without limitation, executing any and all ancillary documents associated with the Agreement, such as amendments or supplements to the 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: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Property: 4162 and 4166 Hamilton Avenue and 1557 Chase Avenue

LEASE AND MANAGEMENT AGREEMENT

This Lease and Management Agreement ("**Agreement**") is made and entered into effect as of the **Effective Date** (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**", as lessor), and **The Northside Business Association**, an Ohio nonprofit corporation, the address of which is 4125 Hamilton Avenue, Cincinnati, OH 45223 ("**Operator**").

Recitals:

A. The City owns certain real property located in the Northside neighborhood designated as Hamilton County, Ohio Auditor's Parcel Nos.: (i) 196-22-9 (-9 & -10 cons.), (ii) 196-22-8, (iii) 196-22-168, and (iv) 196-22-12 (-12 & -13 cons.), as more particularly depicted on Exhibit A (Site Map) (collectively, the "**Property**").

B. Pursuant to a *Lease and Management Agreement* dated January 27, 2016 (the "**2016 Agreement**") the City leased the Property to Operator as a public parking lot for the benefit of the general public. The 2016 Agreement expired on January 27, 2021, and Operator has continued to Lease the Property on a month-to-month basis since that time.

C. The parties desire to enter into this Agreement pursuant to which the City will lease the Property to Operator for an initial five (5) year period, with three (3) optional renewal periods of five (5) years each.

D. The City has determined that the Property is not needed for any municipal purpose during the term of this Lease.

E. The fair market rental value of the Property, as determined by the City's Real Estate Services Division, is approximately \$12,300/year, however the City is agreeable to lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of this Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property, and to use any and all excess parking revenue to pay for the construction of City approved public improvements to the Northside neighborhood business district, for the benefit of the City.

F. The City has determined that eliminating competitive bidding is in the best interest of the public because (i) Operator is a local neighborhood nonprofit organization with a mission to promote the general welfare of the Northside community, (ii) Operator has demonstrated experience managing and operating public parking lots in the neighborhood and owns and operates a public parking lot that abuts the Property, and (iii) Operator acknowledges and agrees that all revenue derived from the use of Property are restricted funds to be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements within the local business district.

G. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the lease of the Property at its meeting on September 17, 2021.

H. Cincinnati City Council approved this Agreement by Ordinance No. ____-2021, passed on _____, 2021.

NOW THEREFORE, the parties hereby agree as follows:

1. GRANT OF LEASEHOLD.

(A) Grant. On the terms and conditions set forth in this Agreement, the City does hereby lease the Property to Operator, and Operator does hereby lease the Property from the City, for the Term established under section 2 below. The City leases the Property to Operator subject to any and all easements, covenants, restrictions and other matters of record, matters that would be disclosed upon an ordinary inspection or survey of the Property, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties. The City has not made any representations or warranties concerning the condition or characteristics of the Property or the suitability or fitness of the Property for the Permitted Use, and Operator is not relying upon any such representations or warranties from the City. On the Commencement Date (as defined in section 2 below), Operator shall accept the Property in "as is" condition. During the Term, Operator shall not grant any easements or otherwise encumber the title to the Property without the City's prior written consent. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Property as may be deemed reasonably necessary by the City so long as such actions do not unreasonably impair the rights granted to Operator under this Agreement.

(B) City's Right to Inspect Property. The City hereby reserves the right for its employees and agents to enter upon the Property from time to time for any proper purpose, provided, however, that in exercising such rights, (i) the City shall not unreasonably disrupt Operator's use of the Property for the Permitted Use, and (ii) except in emergencies, the City shall give Operator reasonable written notice prior to entering the Property.

2. TERM; RENEWAL OPTIONS

(A) Initial Term (5 years). The term ("Term") of this Agreement shall commence on the Effective Date (also referred to herein as the "**Commencement Date**"), and, unless extended or sooner terminated in accordance with the provisions of this Agreement, shall expire on the five-year anniversary thereof. All obligations of Operator under this Agreement that have accrued but have not been fully performed as of the expiration or sooner termination of the Term of this Agreement, including without limitation indemnity obligations, shall survive such expiration or termination until fully performed. Notwithstanding anything herein to the contrary, if the City determines that it needs the Property or any portion thereof for a municipal purpose, the City shall have the right to terminate this Agreement at any time by giving Grantor a written notice of termination no less than sixty (60) days prior to the effective date of such termination as specified in the City's notice. The parties acknowledge and agree that the 2016 Agreement shall terminate effective as of the Commencement Date.

(B) Renewal Options (three five-year extensions). Provided that, at the time that Operator exercises each renewal option and on the commencement date of the applicable renewal period Operator is not in default under this Agreement beyond any applicable notice or cure period provided for herein, Operator shall have the right to renew the Term of this Agreement for three (3) successive renewal periods of five (5) years each (each, a "**Renewal Period**"), on the same terms and conditions as set forth in this Agreement except that, after the third Renewal Period, Operator shall have no further renewal options (unless otherwise agreed to by the parties in a written amendment to this Agreement). To exercise each renewal option, Operator must give the City written notice thereof no less than sixty (60) days prior to the date that the then current term would otherwise have expired.

3. PERMITTED USE. Throughout the Term, Operator shall continuously operate the Property as a public parking lot, open to the general public. Operator shall obtain and maintain all necessary licenses and permits and shall operate and maintain the parking lot in compliance with all applicable

federal, state, and local laws, codes, ordinances and other governmental requirements (collectively, "Legal Requirements").

4. RENT.

(A) Base Rent. \$0.00/year.

(B) Additional Rent. This is a "fully net" lease, and throughout the Term, Operator shall pay all costs associated with the operation, maintenance, repair and replacement of the Property, including without limitation charges for electricity, water, sewer, telephone and all other utilities, insurance costs, real estate taxes and installments of assessments that may become due and payable during the Term, salaries, wages and benefits paid to persons employed in connection with the operation of the parking lot, and all other costs associated with the Property (collectively, "Management Costs"). Operator shall make such payments directly to the persons or entities to whom such payments are owed. To the extent that the City, rather than Operator, pays any costs that would otherwise be payable by Operator as Management Costs, Operator shall reimburse the City for such costs, as additional rent, within thirty (30) days after Operator's receipt of documentation substantiating such costs.

(C) Real Estate Taxes. As provided in section 4(B) above, Operator shall pay all real estate taxes and installments of assessments coming due during the Term, including without limitation real estate taxes and assessments that are allocable to periods prior to the Effective Date. During any period during which the Property is not exempt from real estate taxes, Operator shall furnish the City with evidence of payment upon payment of each semi-annual tax bill. If Operator institutes proceedings to contest the validity or amount of real estate taxes on the Property, the City shall cooperate with Operator (it being acknowledged that the City shall have no obligation to incur any costs or expense in so doing) to the extent that the participation of the owner of the Property is required, but Operator may not defer payment of the real estate taxes during such contest. Operator shall be entitled to any and all amounts recovered which relate to tax payments previously made by Operator. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Operator's contest and reserves the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public.

(D) Late Charges. If Operator fails to pay any sum due to the City hereunder, and the same remains overdue for longer than thirty (30) days past the due date, the overdue amount shall thereafter bear interest until paid at ten percent (10%).

5. OPERATION OF THE PROPERTY.

(A) Hours of Operation. Operator shall keep the parking lot open to the public 24 hours/day, 7 days/week, 52 weeks/year, or such other hours as may be approved by the City from time to time.

(B) Maintenance, Repairs and Services. Throughout the Term, Operator shall maintain the Property in good, clean and safe condition and repair, and shall provide all cleaning, garbage removal, snow and ice removal, security and other services, consistent with public parking facilities of similar age, size, quality and amenities within the City and outside of the downtown area as determined from time to time by the City. *The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Property.*

(C) Reporting of Accidents and Other Significant Occurrences. Operator shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting the Property that involve public health or safety issues or that could lead to negative publicity. Operator shall notify the City within 48 hours of break-ins and assaults. For all incidents for which a police report is filed, Operator shall promptly obtain a copy of the police report and promptly provide a copy of it to the City's Department of Community and Economic Development.

(D) Parking Fees. Operator, with the City's prior written consent, shall establish an hourly, daily and monthly parking fee for the parking lot. Operator shall charge the same parking fees to all members of the public (i.e., Operator may not selectively charge certain members of the public to park at the Property while permitting others to park for free or at a discounted rate).

(E) Revenue. Operator shall collect and retain all revenue generated by the operation of the Property and shall use the same to pay for Management Costs. After payment of all Management Costs in any given year, Operator shall be permitted to use any and all remaining revenue with respect to such year to pay for neighborhood business district improvement projects that meet public purposes and that are approved in advance in writing by the City's Department of Community and Economic Development.

(F) Reserved Parking Spaces. Unless a greater number is approved in writing by the City, Operator shall not designate more than twenty percent (20%) of the total parking spaces in the Property as reserved parking spaces. All remaining spaces shall be unreserved.

(G) Parking Operator. If Operator hires an independent parking operator to manage and operate the Property, each such parking operator shall be subject to the City's written approval. Operator shall provide the City with a copy of each proposed parking management agreement no less than thirty (30) days prior to the date on which such agreement will go into effect. The hiring by Operator of a parking operator for the Property shall not relieve Operator from any obligations or liability under this Agreement.

(H) Reports. Operator shall collect, maintain, and furnish the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Operator or the Property, including without limitation bank statements, loan statements, income tax returns, and such other reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (all reports, records, statements and other information furnished by Operator under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Operator and furnished to the City shall be in such form as the City may from time to time require. During the Term, Operator shall permit the City and its designees and auditors to have access to and to inspect and audit Operator's Records and Reports. If the City's inspection or audit reveals a material discrepancy with information previously provided by Operator, Operator shall reimburse the City for the City's out-of-pocket costs associated with such inspection or audit.

6. ALTERATIONS; SIGNS; NO LIENS.

(A) Alterations. During the Term, Operator shall not make any material alterations, additions or other changes to the Property without the prior written consent of the City. Operator shall have the right to make all minor and cosmetic-type alterations to the Property without having to obtain the City's prior consent. All alterations made by Operator shall be made in a good and workmanlike manner, in compliance with all applicable Legal Requirements, shall not diminish the fair market value of the Property, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Property. If Operator installs any trade fixtures, ordinary fixtures, or parking equipment to service the parking lot, Operator shall not thereafter remove the same and shall surrender the same to the City at the end to the Term without compensation.

(B) Signs. Operator shall be permitted to erect such directional, informational and other signs on the Property as Operator deems appropriate provided that all such signs are professionally prepared, comply with all Legal Requirements, and satisfy the City's requirements with respect to size, design, content, and location. Operator shall, at its expense, keep all signs in good condition and repair.

(C) **No Liens.** If any mechanics' lien or other similar lien is filed against the Property as a result of labor or material furnished at Operator's request, Operator shall cause the lien to be released or bonded off within thirty (30) days following the filing of such lien.

7. INSURANCE; INDEMNITY.

(A) **Insurance.** Throughout the Term, Operator shall maintain, or cause to be maintained, the following insurance: (i) a standard form of Commercial General Liability insurance policy in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured; (ii) property insurance on all Operator's personal property kept at the Property (if any) in such amount as Operator from time to time deems commercially reasonable; and (iii) such other insurance as may from time to time be required by the City's Risk Management Division.

(B) **Policy Requirements.** Operator's insurance policies shall: (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City, if any. On the Effective Date and thereafter on an annual basis, Operator shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Operator hereunder.

(C) **Waiver of Subrogation.** Operator hereby waives all claims and rights of recovery, and on behalf of Operator's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Operator, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Operator shall at all times protect itself against such loss or damage by maintaining adequate insurance. Operator shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) **Indemnity.** The City assumes no responsibility for any acts, errors or omissions of Operator or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Operator. Operator shall defend, indemnify and hold the City, its council members, officers, employees and agents harmless from and against all costs, losses, claims, damages, liabilities, actions, claims for relief of every kind and character, expenses, including legal expenses, and obligations, financial or otherwise, arising either directly or indirectly out of Operator's performance of its responsibilities under this Agreement. All indemnity obligations and assumption of liabilities herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement.

8. CASUALTY; EMINENT DOMAIN. If the Property is damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain, Operator shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence. The City and Operator shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. Such proceeds shall be payable to the City as the owner of the Property; however, the City shall make available to Operator so much of the proceeds as are needed to repair and restore the Property. If the proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Operator shall handle all construction in accordance with the City's standard construction requirements. Operator shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Property is being repaired or restored.

9. DEFAULT; REMEDIES.

(A) **Default.** The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of Operator to make any required payment when due or perform any obligation under this Agreement, and failure by Operator to correct such failure within thirty (30) days after Operator's receipt of written notice thereof from the City; provided, however, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Operator shall not be in default so long as Operator commence to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Operator's receipt of the City's initial notice of default. The foregoing notwithstanding, if Operator's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Operator fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of Operator, the filing of bankruptcy or insolvency proceedings by it, or the making by it of an assignment for the benefit of creators; or

(iii) The filing of bankruptcy or insolvency proceedings against Operator, or the appointment of a receiver (temporary or permanent) for it, or the attachment of, levy upon, or seizure by legal process of any of its properties, that, in each such event, is not released within 60 days after the filing thereof.

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period provided for under paragraph (A) above, the City shall be entitled to: (i) terminate this Agreement by giving Operator written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Operator, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. Operator shall be liable for all costs and damages, including without limitation attorneys' fees suffered or incurred by the City as a result of a default of Operator under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

10. ASSIGNMENT AND SUBLETTING. Operator shall not assign its interests under this Agreement, or sublet all or any portion of the Property, without the prior written consent of the City.

11. SURRENDER; HOLDOVER.

(A) Surrender. On the last day of the Term of this Agreement, Operator shall surrender the Property to the City in good condition and repair, reasonable wear and tear expected, and free and clear of all liens and other encumbrances created by Operator (if any) and on or before the last day of the Term, Operator shall remove all of Operator's tools and other personal property and any property not so removed shall be deemed abandoned, provided, however, that unless required by the City, Operator shall not remove any signs, trade fixtures, ordinary fixtures or parking equipment used in connection with the Property. Operator shall promptly repair any and all damage to the Property caused by its removal of any items under this paragraph.

(B) Holdover. If Operator fails to surrender possession of the Property to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable by the City at any time by giving written notice thereof to Operator. Operator shall be liable for all costs and damages suffered or incurred by the City as a result of Operator's holding over.

(C) Documents to be Delivered to City. On the last day of the Term, Operator shall deliver to the City originals of all unpaid invoices, Management manuals, warranty information, books and records, contracts with third parties, and all other written materials and documents that are in Operator's possession or under Operator's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Property.

12. NOTICES. All notices required to be given to any party under this Agreement shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a reputable courier service (e.g., Federal Express), to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:

City of Cincinnati
Director of Community and Economic Development
805 Central Avenue
Suite 700
Cincinnati, OH 45202

To Operator:

The Northside Business Association
4125 Hamilton Avenue
Cincinnati, OH 45223
Attn: President

If Operator sends a notice to the City alleging that the City is in breach of this Agreement, Operator shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. GENERAL PROVISIONS.

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

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

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

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

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

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

(G) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office. At the request of either party, the parties shall execute a memorandum of Agreement for recording purposes.

(H) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(J) No Brokers. The City and Operator represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

(L) Representation as to Authority. The City and Operator each represents to the other that it has the power and authority to enter into and perform its obligations under this Agreement without the consent of anyone who is not a party to this Agreement, and that the execution and performance of this Agreement have been duly authorized by all necessary actions on the part of the performing party.

(M) Appropriation of Funds. Notwithstanding anything in this Agreement, the City's performance of its obligations under the Agreement that require the expenditure of money is subject to the appropriation of funds for such purposes by Cincinnati City Council.

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

(O) Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Site Map*

[*Signature Pages Follow*]

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

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

Recommended By:

Markiea L. Carter, Director
Department of Community and Economic Development

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[Operator's Signature Page Follows]

THE NORTHSIDE BUSINESS ASSOCIATION,
an Ohio nonprofit corporation

By: _____

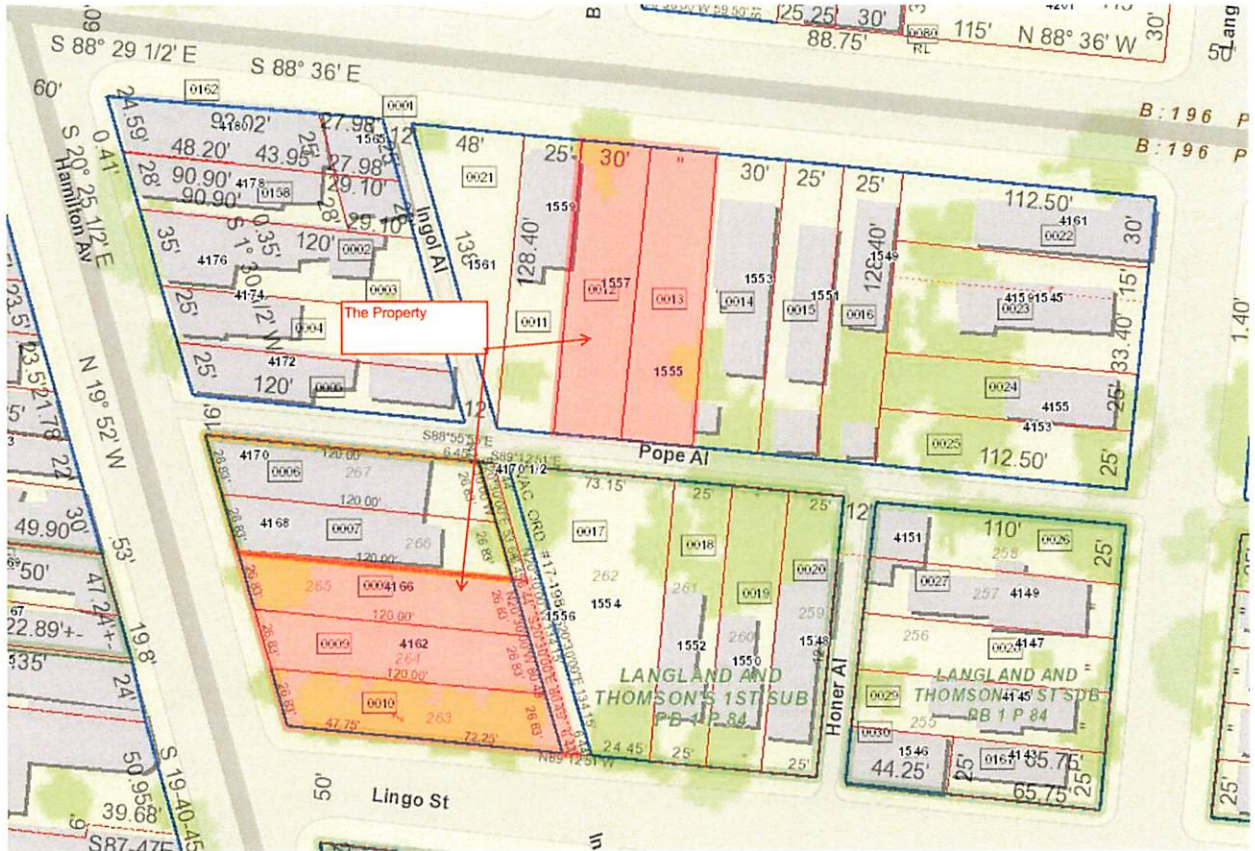
Printed name: _____

Title: _____

Date: _____, 2021

EXHIBIT A
to Lease and Management Agreement

SITE MAP



Property: 4162 and 4166 Hamilton Avenue and 1557 Chase Avenue

LEASE AND MANAGEMENT AGREEMENT

This Lease and Management Agreement (“**Agreement**”) is made and entered into effect as of the **Effective Date** (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**”, as lessor), and **The Northside Business Association**, an Ohio nonprofit corporation, the address of which is 4125 Hamilton Avenue, Cincinnati, OH 45223 (“**Operator**”).

Recitals:

A. The City owns certain real property located in the Northside neighborhood designated as Hamilton County, Ohio Auditor’s Parcel Nos.: (i) 196-22-9 (-9 & -10 cons.), (ii) 196-22-8, (iii) 196-22-168, and (iv) 196-22-12 (-12 & -13 cons.), as more particularly depicted on Exhibit A (Site Map) (collectively, the “**Property**”).

B. Pursuant to a *Lease and Management Agreement* dated January 27, 2016 (the “**2016 Agreement**”) the City leased the Property to Operator as a public parking lot for the benefit of the general public. The 2016 Agreement expired on January 27, 2021, and Operator has continued to Lease the Property on a month-to-month basis since that time.

C. The parties desire to enter into this Agreement pursuant to which the City will lease the Property to Operator for an initial five (5) year period, with three (3) optional renewal periods of five (5) years each.

D. The City has determined that the Property is not needed for any municipal purpose during the term of this Lease.

E. The fair market rental value of the Property, as determined by the City’s Real Estate Services Division, is approximately \$12,300/year, however the City is agreeable to lease the Property to Operator for less than its fair market rental value, namely, \$0.00, because (i) the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Property in that the City will be relieved of the expense and administrative burden of the management, operation, and maintenance of the Property through the term of this Agreement; and (ii) the Agreement requires Operator to use all revenue generated from the Property to pay operating expenses associated with the Property, and to use any and all excess parking revenue to pay for the construction of City approved public improvements to the Northside neighborhood business district, for the benefit of the City.

F. The City has determined that eliminating competitive bidding is in the best interest of the public because (i) Operator is a local neighborhood nonprofit organization with a mission to promote the general welfare of the Northside community, (ii) Operator has demonstrated experience managing and operating public parking lots in the neighborhood and owns and operates a public parking lot that abuts the Property, and (iii) Operator acknowledges and agrees that all revenue derived from the use of Property are restricted funds to be reinvested into the operation and maintenance of the Property, with any excess revenue to be used to construct City-approved public improvements within the local business district.

G. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the lease of the Property at its meeting on September 17, 2021.

H. Cincinnati City Council approved this Agreement by Ordinance No. ____-2021, passed on _____, 2021.

NOW THEREFORE, the parties hereby agree as follows:

1. GRANT OF LEASEHOLD.

(A) Grant. On the terms and conditions set forth in this Agreement, the City does hereby lease the Property to Operator, and Operator does hereby lease the Property from the City, for the Term established under section 2 below. The City leases the Property to Operator subject to any and all easements, covenants, restrictions and other matters of record, matters that would be disclosed upon an ordinary inspection or survey of the Property, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties. The City has not made any representations or warranties concerning the condition or characteristics of the Property or the suitability or fitness of the Property for the Permitted Use, and Operator is not relying upon any such representations or warranties from the City. On the Commencement Date (as defined in section 2 below), Operator shall accept the Property in "as is" condition. During the Term, Operator shall not grant any easements or otherwise encumber the title to the Property without the City's prior written consent. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Property as may be deemed reasonably necessary by the City so long as such actions do not unreasonably impair the rights granted to Operator under this Agreement.

(B) City's Right to Inspect Property. The City hereby reserves the right for its employees and agents to enter upon the Property from time to time for any proper purpose, provided, however, that in exercising such rights, (i) the City shall not unreasonably disrupt Operator's use of the Property for the Permitted Use, and (ii) except in emergencies, the City shall give Operator reasonable written notice prior to entering the Property.

2. TERM; RENEWAL OPTIONS

(A) Initial Term (5 years). The term ("**Term**") of this Agreement shall commence on the Effective Date (also referred to herein as the "**Commencement Date**"), and, unless extended or sooner terminated in accordance with the provisions of this Agreement, shall expire on the five-year anniversary thereof. All obligations of Operator under this Agreement that have accrued but have not been fully performed as of the expiration or sooner termination of the Term of this Agreement, including without limitation indemnity obligations, shall survive such expiration or termination until fully performed. Notwithstanding anything herein to the contrary, if the City determines that it needs the Property or any portion thereof for a municipal purpose, the City shall have the right to terminate this Agreement at any time by giving Grantor a written notice of termination no less than sixty (60) days prior to the effective date of such termination as specified in the City's notice. The parties acknowledge and agree that the 2016 Agreement shall terminate effective as of the Commencement Date.

(B) Renewal Options (three five-year extensions). Provided that, at the time that Operator exercises each renewal option and on the commencement date of the applicable renewal period Operator is not in default under this Agreement beyond any applicable notice or cure period provided for herein, Operator shall have the right to renew the Term of this Agreement for three (3) successive renewal periods of five (5) years each (each, a "**Renewal Period**"), on the same terms and conditions as set forth in this Agreement except that, after the third Renewal Period, Operator shall have no further renewal options (unless otherwise agreed to by the parties in a written amendment to this Agreement). To exercise each renewal option, Operator must give the City written notice thereof no less than sixty (60) days prior to the date that the then current term would otherwise have expired.

3. PERMITTED USE. Throughout the Term, Operator shall continuously operate the Property as a public parking lot, open to the general public. Operator shall obtain and maintain all necessary licenses and permits and shall operate and maintain the parking lot in compliance with all applicable

federal, state, and local laws, codes, ordinances and other governmental requirements (collectively, “**Legal Requirements**”).

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(C) Real Estate Taxes. As provided in section 4(B) above, Operator shall pay all real estate taxes and installments of assessments coming due during the Term, including without limitation real estate taxes and assessments that are allocable to periods prior to the Effective Date. During any period during which the Property is not exempt from real estate taxes, Operator shall furnish the City with evidence of payment upon payment of each semi-annual tax bill. If Operator institutes proceedings to contest the validity or amount of real estate taxes on the Property, the City shall cooperate with Operator (it being acknowledged that the City shall have no obligation to incur any costs or expense in so doing) to the extent that the participation of the owner of the Property is required, but Operator may not defer payment of the real estate taxes during such contest. Operator shall be entitled to any and all amounts recovered which relate to tax payments previously made by Operator. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Operator’s contest and reserves the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public.

(D) Late Charges. If Operator fails to pay any sum due to the City hereunder, and the same remains overdue for longer than thirty (30) days past the due date, the overdue amount shall thereafter bear interest until paid at ten percent (10%).

5. OPERATION OF THE PROPERTY.

(A) Hours of Operation. Operator shall keep the parking lot open to the public 24 hours/day, 7 days/week, 52 weeks/year, or such other hours as may be approved by the City from time to time.

(B) Maintenance, Repairs and Services. Throughout the Term, Operator shall maintain the Property in good, clean and safe condition and repair, and shall provide all cleaning, garbage removal, snow and ice removal, security and other services, consistent with public parking facilities of similar age, size, quality and amenities within the City and outside of the downtown area as determined from time to time by the City. *The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Property.*

(C) Reporting of Accidents and Other Significant Occurrences. Operator shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting the Property that involve public health or safety issues or that could lead to negative publicity. Operator shall notify the City within 48 hours of break-ins and assaults. For all incidents for which a police report is filed, Operator shall promptly obtain a copy of the police report and promptly provide a copy of it to the City’s Department of Community and Economic Development.

(D) Parking Fees. Operator, with the City's prior written consent, shall establish an hourly, daily and monthly parking fee for the parking lot. Operator shall charge the same parking fees to all members of the public (i.e., Operator may not selectively charge certain members of the public to park at the Property while permitting others to park for free or at a discounted rate).

(E) Revenue. Operator shall collect and retain all revenue generated by the operation of the Property and shall use the same to pay for Management Costs. After payment of all Management Costs in any given year, Operator shall be permitted to use any and all remaining revenue with respect to such year to pay for neighborhood business district improvement projects that meet public purposes and that are approved in advance in writing by the City's Department of Community and Economic Development.

(F) Reserved Parking Spaces. Unless a greater number is approved in writing by the City, Operator shall not designate more than twenty percent (20%) of the total parking spaces in the Property as reserved parking spaces. All remaining spaces shall be unreserved.

(G) Parking Operator. If Operator hires an independent parking operator to manage and operate the Property, each such parking operator shall be subject to the City's written approval. Operator shall provide the City with a copy of each proposed parking management agreement no less than thirty (30) days prior to the date on which such agreement will go into effect. The hiring by Operator of a parking operator for the Property shall not relieve Operator from any obligations or liability under this Agreement.

(H) Reports. Operator shall collect, maintain, and furnish the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Operator or the Property, including without limitation bank statements, loan statements, income tax returns, and such other reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (all reports, records, statements and other information furnished by Operator under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Operator and furnished to the City shall be in such form as the City may from time to time require. During the Term, Operator shall permit the City and its designees and auditors to have access to and to inspect and audit Operator's Records and Reports. If the City's inspection or audit reveals a material discrepancy with information previously provided by Operator, Operator shall reimburse the City for the City's out-of-pocket costs associated with such inspection or audit.

6. ALTERATIONS; SIGNS; NO LIENS.

(A) Alterations. During the Term, Operator shall not make any material alterations, additions or other changes to the Property without the prior written consent of the City. Operator shall have the right to make all minor and cosmetic-type alterations to the Property without having to obtain the City's prior consent. All alterations made by Operator shall be made in a good and workmanlike manner, in compliance with all applicable Legal Requirements, shall not diminish the fair market value of the Property, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Property. If Operator installs any trade fixtures, ordinary fixtures, or parking equipment to service the parking lot, Operator shall not thereafter remove the same and shall surrender the same to the City at the end to the Term without compensation.

(B) Signs. Operator shall be permitted to erect such directional, informational and other signs on the Property as Operator deems appropriate provided that all such signs are professionally prepared, comply with all Legal Requirements, and satisfy the City's requirements with respect to size, design, content, and location. Operator shall, at its expense, keep all signs in good condition and repair.

(C) No Liens. If any mechanics' lien or other similar lien is filed against the Property as a result of labor or material furnished at Operator's request, Operator shall cause the lien to be released or bonded off within thirty (30) days following the filing of such lien.

7. INSURANCE; INDEMNITY.

(A) Insurance. Throughout the Term, Operator shall maintain, or cause to be maintained, the following insurance: (i) a standard form of Commercial General Liability insurance policy in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured; (ii) property insurance on all Operator's personal property kept at the Property (if any) in such amount as Operator from time to time deems commercially reasonable; and (iii) such other insurance as may from time to time be required by the City's Risk Management Division.

(B) Policy Requirements. Operator's insurance policies shall: (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City, if any. On the Effective Date and thereafter on an annual basis, Operator shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Operator hereunder.

(C) Waiver of Subrogation. Operator hereby waives all claims and rights of recovery, and on behalf of Operator's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Operator, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Operator shall at all times protect itself against such loss or damage by maintaining adequate insurance. Operator shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Operator or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Operator. Operator shall defend, indemnify and hold the City, its council members, officers, employees and agents harmless from and against all costs, losses, claims, damages, liabilities, actions, claims for relief of every kind and character, expenses, including legal expenses, and obligations, financial or otherwise, arising either directly or indirectly out of Operator's performance of its responsibilities under this Agreement. All indemnity obligations and assumption of liabilities herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement.

8. CASUALTY; EMINENT DOMAIN. If the Property is damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain, Operator shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence. The City and Operator shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. Such proceeds shall be payable to the City as the owner of the Property; however, the City shall make available to Operator so much of the proceeds as are needed to repair and restore the Property. If the proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Operator shall handle all construction in accordance with the City's standard construction requirements. Operator shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Property is being repaired or restored.

9. DEFAULT; REMEDIES.

(A) Default. The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of Operator to make any required payment when due or perform any obligation under this Agreement, and failure by Operator to correct such failure within thirty (30) days after Operator's receipt of written notice thereof from the City; provided, however, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Operator shall not be in default so long as Operator commence to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Operator's receipt of the City's initial notice of default. The foregoing notwithstanding, if Operator's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Operator fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of Operator, the filing of bankruptcy or insolvency proceedings by it, or the making by it of an assignment for the benefit of creators; or

(iii) The filing of bankruptcy or insolvency proceedings against Operator, or the appointment of a receiver (temporary or permanent) for it, or the attachment of, levy upon, or seizure by legal process of any of its properties, that, in each such event, is not released within 60 days after the filing thereof.

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period provided for under paragraph (A) above, the City shall be entitled to: (i) terminate this Agreement by giving Operator written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Operator, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. Operator shall be liable for all costs and damages, including without limitation attorneys' fees suffered or incurred by the City as a result of a default of Operator under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

10. ASSIGNMENT AND SUBLETTING. Operator shall not assign its interests under this Agreement, or sublet all or any portion of the Property, without the prior written consent of the City.

11. SURRENDER; HOLDOVER.

(A) Surrender. On the last day of the Term of this Agreement, Operator shall surrender the Property to the City in good condition and repair, reasonable wear and tear expected, and free and clear of all liens and other encumbrances created by Operator (if any) and on or before the last day of the Term, Operator shall remove all of Operator's tools and other personal property and any property not so removed shall be deemed abandoned, provided, however, that unless required by the City, Operator shall not remove any signs, trade fixtures, ordinary fixtures or parking equipment used in connection with the Property. Operator shall promptly repair any and all damage to the Property caused by its removal of any items under this paragraph.

(B) Holdover. If Operator fails to surrender possession of the Property to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable by the City at any time by giving written notice thereof to Operator. Operator shall be liable for all costs and damages suffered or incurred by the City as a result of Operator's holding over.

(C) Documents to be Delivered to City. On the last day of the Term, Operator shall deliver to the City originals of all unpaid invoices, Management manuals, warranty information, books and records, contracts with third parties, and all other written materials and documents that are in Operator's possession or under Operator's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Property.

12. NOTICES. All notices required to be given to any party under this Agreement shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a reputable courier service (e.g., Federal Express), to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:

City of Cincinnati
Director of Community and Economic Development
805 Central Avenue
Suite 700
Cincinnati, OH 45202

To Operator:

The Northside Business Association
4125 Hamilton Avenue
Cincinnati, OH 45223
Attn: President

If Operator sends a notice to the City alleging that the City is in breach of this Agreement, Operator shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. GENERAL PROVISIONS.

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

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

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

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

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

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

(G) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office. At the request of either party, the parties shall execute a memorandum of Agreement for recording purposes.

(H) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(J) No Brokers. The City and Operator represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

(L) Representation as to Authority. The City and Operator each represents to the other that it has the power and authority to enter into and perform its obligations under this Agreement without the consent of anyone who is not a party to this Agreement, and that the execution and performance of this Agreement have been duly authorized by all necessary actions on the part of the performing party.

(M) Appropriation of Funds. Notwithstanding anything in this Agreement, the City's performance of its obligations under the Agreement that require the expenditure of money is subject to the appropriation of funds for such purposes by Cincinnati City Council.

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

(O) Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Site Map*

[*Signature Pages Follow*]

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

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

Recommended By:

Markiea L. Carter, Director
Department of Community and Economic Development

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*Operator's Signature Page Follows*]

THE NORTHSIDE BUSINESS ASSOCIATION,
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

EXHIBIT A
to Lease and Management Agreement

SITE MAP



Date: October 20, 2021

To: Mayor and Members of City Council 202103001
From: Paula Boggs Muething, City Manager
Subject: EMERGENCY ORDINANCE – CINCINNATI ZOO PROPERTY TRANSFER AGREEMENT

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Transfer Agreement* with Cincinnati Zoo Properties, LLC, pursuant to which the City will vacate and convey portions of certain real property designated as public right-of-way known as Louis Avenue, Euclid Avenue, and an unnamed alley; release and terminate portions of public right-of-way easements located at the intersection of Vine Street and Louis Avenue; and grant and convey encroachment easements on, under, over, and across Erkenbrecher Avenue to facilitate the construction of a new surface parking lot and aerial pedestrian bridge for the benefit of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood.

The City of Cincinnati owns public rights-of-way generally located south of the Cincinnati Zoo and Botanical Garden (Louis Avenue, Euclid Avenue, and an unnamed alley between Vine Street and Euclid Avenue) in the Avondale neighborhood (“ROW Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOT”).

The City owns Cincinnati Zoo and Botanical Garden, which is under the management and control of the Board of Park Commissioners and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, which owns or otherwise controls Cincinnati Zoo Properties, LLC (“Petitioner”). Petitioner owns certain real property south of the Cincinnati Zoo, generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, and Vine Street (“Petitioner’s Property”). Petitioner desires to improve Petitioner’s Property by reconstructing and expanding a surface parking lot and constructing a pedestrian bridge across Erkenbrecher Avenue to connect the surface parking lot to the Cincinnati Zoo (the “Project”).

To facilitate the Project, Petitioner has petitioned the City for the following: (i) to vacate and convey portions of the ROW Property to Petitioner; (ii) to release and terminate certain portions of the public right-of-way easements presently encumbering the Zoo Property at the intersection of Vine Street and Louis Avenue (the “ROW Easements”); (iii) to grant encroachment easements on, under, over, and across Erkenbrecher Avenue to allow for the construction of the proposed aerial pedestrian bridge (the “Pedestrian Bridge Easement”).

The City Manager, upon consultation with DOTE, has determined that the ROW Property and ROW Easements are not needed for transportation purposes or any other municipal purpose; there is good cause to vacate the ROW Property and to release and terminate the ROW Easements; the vacation of the ROW Property and the release and termination of the ROW Easements will not be detrimental to the general interest; granting the Pedestrian Bridge Easement will not have an adverse effect of the City's retained interest in the Erkenbrecher Avenue public right-of-way; and granting the Pedestrian Bridge Easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

The approximate fair market value of the ROW Property, including the release of the ROW Easements, is approximately \$151,450, and the fair market value of the Pedestrian Bridge Easement is approximately \$9,823; however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project.

The City Planning Commission approved the vacation and conveyance of the ROW Property, the release of the ROW Easements, and the grant of the Pedestrian Bridge Easement at its meeting on September 17, 2021.

The reason of the emergency is the immediate need to authorize the execution of the *Property Transfer Agreement* without delay, so that Petitioner may promptly undertake and complete construction to minimize disruptions to vehicular and pedestrian circulation patterns in and around the Cincinnati Zoo and Botanical Garden.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Transfer Agreement

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

EMERGENCY
City of Cincinnati

CHM

An Ordinance No. _____

- 2021

AWB

AUTHORIZING the City Manager to execute a *Property Transfer Agreement* with Cincinnati Zoo Properties, LLC, pursuant to which the City will vacate and convey portions of certain real property designated as public right-of-way known as Louis Avenue, Euclid Avenue, and an unnamed alley; release and terminate portions of public right-of-way easements located at the intersection of Vine Street and Louis Avenue; and grant and convey encroachment easements on, under, over, and across Erkenbrecher Avenue to facilitate the construction of a new surface parking lot and aerial pedestrian bridge for the benefit of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood.

WHEREAS, the City owns the following public rights-of-way generally located south of the Cincinnati Zoo and Botanical Garden in the Avondale neighborhood, as more particularly depicted and described in the *Property Transfer Agreement* attached to this ordinance as Attachment A and incorporated herein by reference: (i) Louis Avenue, (ii) Euclid Avenue, and (iii) an unnamed alley lying between Vine Street and Euclid Avenue (the “ROW Property”), which ROW Property is under the management of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, the City owns the Cincinnati Zoo and Botanical Garden (the “Cincinnati Zoo”), which is under the management and control of the Board of Park Commissioners and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, which owns or otherwise controls Cincinnati Zoo Properties, LLC, an Ohio limited liability company (“Petitioner”); and

WHEREAS, Petitioner owns certain real property located south of the Cincinnati Zoo, generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, and Vine Street (“Petitioner’s Property”); and

WHEREAS, Petitioner desires to improve Petitioner’s Property by reconstructing and expanding a surface parking lot and constructing a pedestrian bridge across Erkenbrecher Avenue to connect the surface parking lot to the Cincinnati Zoo (the “Project”); and

WHEREAS, to facilitate the Project, Petitioner has petitioned the City for the following: (i) to vacate and convey portions of the ROW Property to Petitioner; (ii) to release and terminate certain portions of public right-of-way easements presently encumbering the Zoo Property at the intersection of Vine Street and Louis Avenue (the “ROW Easements”); and (iii) to grant encroachment easements on, under, over, and across Erkenbrecher Avenue to allow for the construction of the proposed aerial pedestrian bridge (the “Pedestrian Bridge Easement”); and

WHEREAS, Tamara A. Miano, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated October 7, 2021, certifying that the City and Petitioner are the owners of all real property abutting the ROW Property; and

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

WHEREAS, the City Manager, in consultation with DOTE, has determined that: (i) the ROW Property and ROW Easements are not needed for transportation purposes or any other municipal purpose; (ii) there is good cause to vacate the ROW Property and to release and terminate the ROW Easements; (iii) the vacation of the ROW Property and the release and termination of the ROW Easements will not be detrimental to the general interest; (iv) granting the Pedestrian Bridge Easement will not have an adverse effect on the City's retained interest in the Erkenbrecher Avenue public right-of-way; and (v) granting the Pedestrian Bridge Easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that: (i) the fair market value of the ROW Property, including the release of the ROW Easements, is approximately \$151,450, and (ii) the fair market value of the Pedestrian Bridge Easement is approximately \$9,823; however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and will provide additional off-street parking capacity for Cincinnati Zoo patrons, which will stimulate economic activity and growth in the Avondale neighborhood; and

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

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

WHEREAS, in furtherance of the foregoing public purpose, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with applicable state and local laws; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and conveyance of the ROW Property,

the release of the ROW Easements, and the grant of the Pedestrian Bridge Easement at its regularly scheduled meeting on September 17, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Transfer Agreement* with Cincinnati Zoo Properties, LLC, an Ohio limited liability company (“Petitioner”), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will (i) vacate and convey to Petitioner portions of Louis Avenue, Euclid Avenue, and an unnamed alley lying between Vine Street and Euclid Avenue (the “ROW Property”); (ii) release and terminate certain portions of public right-of-way easements presently encumbering property owned by Petitioner (the “ROW Easements”); and (iii) grant encroachment easements on, over, under, and across Erkenbrecher Avenue to allow for the construction of a proposed aerial pedestrian bridge (the “Pedestrian Bridge Easement”).

The ROW Property is more particularly described as follows:

Portions of Louis Avenue and Euclid Avenue

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portions of Louis Avenue and Euclid Avenue to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Page 246 and Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 8 courses:

In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the proposed easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue; thence

In said northerly right of way line of Louis Avenue, South 84° 17' 55" East, 425.08 feet to a point in the westerly right of way line of Euclid Avenue; thence

In said westerly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to a point; thence

Leaving said westerly right of way line of Euclid Avenue, South 40° 06' 23" East, 2.44 feet to the proposed westerly right of way line of Euclid Avenue; thence

In said proposed westerly right of way line of Euclid Avenue, South 05° 43' 05" West, 320.67 feet to a point; thence

In a curve to the right having a radius of 15.00 feet, a delta angle of 19° 29' 04" and an arc distance of 5.10 feet subtended by a chord which bears South 15° 27' 37" West, 5.08 feet to a point in the existing westerly right of way of Euclid Avenue; thence

In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 261.03 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21,636 Sq. Ft. or 0.4967 acres. Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Portion of Euclid Avenue

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of Euclid Avenue to be vacated, Euclid Avenue originally platted by Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in the northwesterly corner in the northerly terminus of Euclid Avenue (60' R/W) and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

In the northerly right of way of Euclid Avenue, South 84° 18' 13" East, 2.06 feet to a point in the proposed westerly right of way line of Euclid Avenue; thence

In said proposed westerly right of way line of Euclid Avenue, South 05° 22' 47" West, 9.17 feet; thence

Continuing in said proposed westerly right of way line of Euclid Avenue, South 50° 43' 05" West, 2.94 feet to a point in the existing westerly right of way of Euclid Avenue; thence

In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 11.25 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21 Sq. Ft. or 0.0005 acres. Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Unnamed Alley

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a 10' unnamed alley to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), thence

In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' unnamed alley; thence

In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 3.52 feet to a point in the proposed northerly right of way of said Shields Street and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

In said proposed northerly right of way of Shields Street, North 84° 16' 28" West, 10.00 feet to a point in the westerly right of way line of said 10' alley; thence

In said westerly right of way line of the 10' alley, North 05° 37' 15" East, 233.47 feet to a point in the terminus of said 10' alley; thence

In the terminus of said 10' alley, South 84° 22' 41" East, 10.00 feet to a point in the easterly right of way line of said 10' alley; thence

In said easterly right of way line of the 10' unnamed alley, South 05° 37' 15" West, 233.48 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 2,335 Sq. Ft. or 0.0536 acres. Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

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

Section 3. That granting the Pedestrian Bridge Easement to Petitioner (i) is not adverse to the City's retained interest in the Erkenbrecher Avenue public right-of-way; and (ii) will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

Section 4. That the City's Real Estate Services Division has determined, by professional appraisal, the fair market value of the ROW Property, including the release of the ROW Easements, is approximately \$151,450 and the fair market value of the Pedestrian Bridge Easement is approximately \$9,823; however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati

Zoo, and will provide additional off-street parking capacity for Cincinnati Zoo patrons, which will stimulate economic activity and growth in the Avondale neighborhood.

Section 5. That eliminating competitive bidding in connection with the City's sale of the ROW Property and conveyance of the Pedestrian Bridge Easement is in the best interest of the City because Petitioner owns or controls all real property that abuts the ROW Property and Erkenbrecher Avenue, and, as a practical matter, no one other than an abutting property owner would have any use for the ROW Property and the Pedestrian Bridge Easement. Also, that the sale of the ROW Property and conveyance of the Pedestrian Bridge Easement to Petitioner will enable Petitioner to enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and will provide additional off-street parking capacity for Cincinnati Zoo patrons, which will provide the City with economic and non-economic benefits.

Section 6. That the proceeds from the sale of the ROW Property and the conveyance of the Pedestrian Bridge Easement, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 8. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the ROW Property for the purpose of

maintaining, operating, renewing, reconstructing, and removing its utility facilities and for purposes of access to said facilities.

Section 9. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the sale and conveyance of the ROW Property and Pedestrian Bridge Easement to Petitioner.

Section 10. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 11. 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 authorize the execution of the *Property Transfer Agreement* without delay, so that Petitioner may promptly undertake and complete construction to minimize disruptions to vehicular and pedestrian circulation patterns in and around the Cincinnati Zoo and Botanical Garden.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No: _____

Project: Zoo Parking Lot & Pedestrian Bridge Easement
(Vacation of portions of Louis Ave. and Euclid Ave.,
and release of Vine St. easements)

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 (the "**Zoo**").

Recitals:

A. The City owns certain real property commonly known as the Cincinnati Zoo and Botanical Garden, which property is under the management and control of the Cincinnati Park Board and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, pursuant to that certain *Contract* dated June 23, 1972, as amended (the Zoological Society of Cincinnati owns or otherwise controls Cincinnati Zoo Properties, LLC).

B. The City owns the public rights-of-way designated as Vine Street, Shields Street, Louis Avenue, Euclid Avenue, and an unnamed alley located approximately 212 feet west of the northwest intersection of Shields Street and Euclid Avenue (the "**ROW Property**") in the Avondale neighborhood of Cincinnati, which ROW Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. The Zoo owns certain real property, a portion of which is presently used as a surface parking lot, which real property is generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, Vine Street, and bisected by said unnamed alley and Louis Avenue (the "**Zoo Property**"). Certain portions of the Zoo Property are burdened by right-of-way easements held by the City and recorded in Official Record 12254, Page 879; and Official Record 12254, Page 895, Hamilton County, Ohio Records (the "**ROW Easements**").

D. The Zoo seeks to improve the Zoo Property by reconstructing and expanding the surface parking lot to benefit the Cincinnati Zoo and Botanical Garden, including the construction of a pedestrian bridge from the reconstructed surface parking lot across Erkenbrecher Avenue (the "**Project**").

E. The Zoo has petitioned the City to vacate and sell to the Zoo certain portions of the ROW Property, as more particularly depicted on Exhibit A (Vacation Plat) and described on Exhibit B (Quit Claim Deed – Vacation Property) hereto (the "**Vacation Property**"). The Zoo intends to consolidate the Vacation Property with the Zoo Property to facilitate the Project. Additionally, the Zoo has requested the City to release and terminate certain portions of the ROW Easements.

F. The Zoo has also petitioned the City to grant aerial easement rights over Erkenbrecher Avenue to allow the Zoo to construct, maintain, and operate a pedestrian bridge to facilitate pedestrian ingress and egress to and from the Zoo Property to the Cincinnati Zoo and Botanical Garden, as more particularly depicted on Exhibit C (Pedestrian Bridge Easement) (the "**Pedestrian Bridge Easement**").

G. In exchange for the Vacation Property, the partial release of the ROW Easements and the Pedestrian Bridge Easement, the Zoo proposes to dedicate public right-of-way to facilitate the widening and improvement of Erkenbrecher Avenue, Vine Street, Euclid Avenue, and Shields Street with new roadway, curbs, gutters, and sidewalks as generally depicted on Exhibit D (Dedication Plat) and more

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particularly described on Exhibit E (Dedication Property) hereto (the "Dedication Property"), which improvements include the extension of Euclid Avenue.

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

I. The City has determined that the Vacation Property is not needed for transportation or any other municipal purposes, and that the City's sale of the Vacation Property will not be detrimental to the public interest.

J. Tamara A. Miano, Esq., a reputable attorney practicing in Hamilton County, Ohio, at the request of the City has provided an Attorney's Certificate of Title dated October 7, 2021, certifying that the City and the Zoo are the owners of all real property abutting the Vacation Property.

K. The City's Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the ROW Property, including the release of the ROW Easements is \$151,450, (ii) the fair market value of the Pedestrian Bridge Easement is \$9,823, however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and Botanical Garden, and provide additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which will stimulate economic activity and growth in the Avondale neighborhood.

L. 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.

M. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City's sale of the Vacation Property and Pedestrian Bridge Easement because the City and the Zoo own all real property that abuts the Vacation Property, and as a practical matter no one other than an abutting property owner would have any use for the Vacation Property or the Pedestrian Bridge Easement.

N. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale and vacation of the Vacation Property to the Zoo, the partial release of the ROW Easements, the dedication of the Dedication Property to public use, and the conveyance of the Pedestrian Bridge Easement at its meeting on September 17, 2021.

O. Execution of this Agreement was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [____], 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Closing.**

(A) **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to convey the Vacation Property, release and terminate certain portions of the ROW Easements in substantially the form of Exhibit F (Form of Partial Release of ROW Easements) hereto (the "Partial Release of ROW Easements"), and convey the Pedestrian Bridge Easement to the Zoo, and the Zoo

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hereby agrees to accept the Vacation Property from the City. The purchase price of the transaction shall be \$0.00 (the "Purchase Price"). The Zoo acknowledges that it is familiar with the condition of the Vacation Property and, at the Closing (as defined below), the City shall convey the Vacation Property and the Pedestrian Bridge Easement to the Zoo in "as is" condition. The City makes no representations or warranties to the Zoo with respect to the condition of the Vacation Property and, from and after the Closing, the City shall have no liability of any kind to the Zoo for any defects, adverse environmental condition, or any other matters affecting the Vacation Property.

(B) Closing Date. Subject to the terms and conditions herein, the conveyance of the Vacation Property and Pedestrian Bridge Easement to the Zoo by the City, and the execution of a release of certain portions of the ROW Easements by the City (the "Closing") shall take place (i) 60 days from the date that Council authorized the execution of this Agreement, or (ii) on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied (the "Closing Date").

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

- (i) Inspections: The Zoo's approval (or waiver) of inspections of the Vacation Property, including without limitation environmental assessments and soil assessments, to the extent the Zoo, at its option, elects to obtain such inspections;
- (ii) Plats, Legal Descriptions, and Deeds: The Zoo shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City's sale of the Vacation Property, including a vacation plat and legal description of the Vacation Property and legal description of the property to be released from the ROW Easements agreement;
- (iii) Creation of Utility Easements: The conveyance of former public right-of-way is subject to Ohio Revised Code Section 723.041 such that any affected public utility shall be deemed to have a permanent easement in such vacated portion of former public right-of-way for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. Prior to closing, the Zoo agrees to relocate any public utilities in such vacated portion of the public right-of-way to the satisfaction of the affected public utility at the Zoo's sole cost, or the City shall be obligated pursuant to Ohio Revised Code Section 723.041 to reserve blanket easements over all portions of vacated former public right-of-way.
- (iv) Coordinated Report Conditions (CR #4-2021 & CR #11-2021):

(a) DOTE:

1. *Approval of Site Plan & Zoo's execution of Traffic Signal Agreement*: DOTE shall have approved Zoo's site plan for the proposed Euclid Extension, and, if required by DOTE, Zoo shall execute a *Traffic Signal Agreement* at or prior to Closing, both as described in the City's Deed. All right-of-way shall be redefined with a curb, sidewalk, and/or drive approach at the Zoo's expense.

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2. *Street Opening Permit:* A DOTE Street Opening Permit is required for all work in the public right-of-way. All improvements in the public right-of-way shall be built to City standards, policies, and guidelines. All DOTE permit requirements shall be followed including that plan drawings be reviewed and approved by DOTE. The parties acknowledge that a DOTE Street Opening Permit is not required for work within vacated former public right-of-way.
3. *Environmental:* Zoo shall provide the City with a recent environmental assessment showing that the environmental condition of the Dedication Property is acceptable to the City. (The City acknowledges receipt of an environmental assessment prepared by Ecostratum, dated August ____, 2020, which has been reviewed and determined to be acceptable by the City's Office of Environment and Sustainability)
4. The Pedestrian Bridge shall be in accordance with the City's subdivision and Development Streets Manual, particularly Section 131.05, 243.01, and 243.02.
5. The Pedestrian Bridge shall comply with all ADA and City standards for pedestrian clearances and shall be at a minimum 16 feet over the roadway surface.
6. Relocation of all utilities necessary for construction of the Pedestrian Bridge shall be the responsibility of the Zoo.
7. The Zoo shall perform an annual structural inspection of the Pedestrian Bridge in accordance with the National Bridge Inspection Standards and the Ohio Department for Transportation Manual on Bridge Inspection. A copy of the report and inspection shall be filed with DOTE within 30 days of the inspection.

(b) MSDGC: The City, through the Metropolitan Sewer District of Greater Cincinnati ("MSD"), shall determine prior to the Closing whether the City's reservation of a utility easement is needed for existing sewer facilities located within the Vacation Property, and if so the easement shall be created in the City's Deed;

(c) Buildings and Inspections:

1. The Zoo shall obtain all necessary permits from the City's Department of Building and Inspections and DOTE.
2. Post-closing, the Zoo shall consolidate the parcels, as may be required by the Department of City Planning and Engagement prior to issuance of any building permits for the Pedestrian Bridge.

(D) Conveyance; Miscellaneous Closing Provisions. At the Closing, (i) the City shall convey the Vacation Property to the Zoo by a Quitclaim Deed in substantially the form of the attached Exhibit B (the "Deed"), convey the Pedestrian Bridge Easement in substantially the form of attached Exhibit C, and execute the Partial Release of ROW Easements. The Zoo shall pay all conveyance fees, transfer taxes, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing with respect to the Vacation Property, and from and after the Closing, the Zoo shall pay all real estate taxes and assessments thereafter becoming due with respect to the Vacation Property. The Zoo hereby guarantees

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the payment of all taxes and assessments that are a lien on the Dedication Property on the date of acceptance. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, the Zoo shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by the Zoo to the City.

(E) Contingencies; Parties' Right to Terminate. The Zoo shall bear all costs associated with satisfying the Closing Conditions. If, for any reason, either party opts not to move forward with the Closing because the Closing Conditions are not satisfied or because of their dissatisfaction with title (including without limitation any new easements, covenants and restrictions to be created as described herein), survey, environmental, or any other matters pertaining to the property interests being acquired by them, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

2. Improvements to Public Right-of-Way.

(A) Design and Construction of Improvements. The Zoo hereby agrees to design and construct an extension to Euclid Avenue, as depicted on Exhibit D hereto, in accordance with plans and specifications approved in writing by DOTE. Prior to the Closing, the Zoo shall (i) have dedicated the Dedication Property to public use by executing the Dedication Plat and (ii) have applied for the required permits from DOTE to improve the dedicated public right-of-way. The parties acknowledge and agree that upon completion of construction on the Euclid Avenue extension the City shall accept the extension of Euclid Avenue, subject to all approvals and warranties as required by DOTE, the City's Office of Environment and Sustainability, and the City Planning Commission, and subject to the passage by Cincinnati City Council of an ordinance to accept the Dedication Property. The Zoo acknowledges that, (i) if the Zoo does not construct the extension to Euclid Avenue in accordance with DOTE requirements, the City has no obligation to accept the dedication of the extension of Euclid Avenue as public right-of-way, and (ii) the City makes no guarantee that Cincinnati City Council will pass an ordinance to accept such dedication or improvements.

(B) Applicable Laws. The Zoo shall obtain, pay for and maintain all necessary street opening permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the construction of the improvements, including without limitation those set forth on Exhibit G (Additional City Requirements) hereto. The City makes no representations or other assurances to the Zoo that the Zoo will be able to obtain whatever variances, permits or other approvals from the City's Department of Planning and Engagement, DOTE, other City departments, the City Planning Commission, or City Council that may be required in connection with the improvement of the public right-of-way.

(C) Reports and Inspections during Construction. During construction, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether the Zoo is complying with its obligations under this Agreement. If the City determines that the improvements are not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving the Zoo reasonable prior written notice thereof, to stop such work and order its replacement at the Zoo's expense.

(D) Mechanics Liens. The Zoo shall not permit any mechanics' liens or other liens to be filed against the Dedication Property during construction. If a mechanics' lien shall at any time be filed, the

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Zoo shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.

(E) **Barricade Fees Payable to DOTE.** The Zoo acknowledges that (i) it may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate the Zoo's need for a barricade throughout construction and, if at any time after consultation with the Zoo DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

3. Insurance; Indemnification.

(A) **Insurance.** Throughout construction, the Zoo shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by the Zoo's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management prior to closing. The Zoo's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.

(B) **Waiver of Subrogation.** The Zoo hereby waives all claims and rights of recovery, and on behalf of the Zoo's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by the Zoo, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that the Zoo shall at all times protect against such loss or damage by maintaining adequate insurance.

(C) **Indemnity.** Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Zoo shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of the Zoo, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of the Zoo in connection with the Project.

4. Default; Remedies.

(A) **Default.** The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of the Zoo to perform any obligation under this Agreement, and failure by the Zoo to correct such failure within thirty (30) days after the Zoo's receipt of written notice thereof from the City; *provided, however,* that if the nature of the default is such that it cannot reasonably be cured within 30 days, the Zoo shall not be in default so long as The Zoo commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after the Zoo's receipt of the City's initial notice of default. The foregoing

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notwithstanding, if the Zoo's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if the Zoo fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of the Zoo, the filing of any bankruptcy or insolvency proceedings by the Zoo, or the making by the Zoo of an assignment for the benefit of creditors; or

(iii) The filing of any bankruptcy or insolvency proceedings against the Zoo, or the appointment of a receiver (temporary or permanent) for the Zoo, or the attachment of, levy upon, or seizure by legal process of any of the Zoo's property, that, in each such event, is not released within 60 days after the filing thereof.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) terminate this Agreement by giving the Zoo written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of the Zoo, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. The Zoo shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of the Zoo under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

5. **Notices.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, 4th Floor
Cincinnati, OH 45202

To the Zoo:

Cincinnati Zoo Properties, LLC
3400 Vine Street
Cincinnati, Ohio 45220
Attn: _____

If The Zoo sends a notice to the City alleging that the City is in default under this Agreement, The Zoo shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

6. **Representations, Warranties, and Covenants.** The Zoo makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) The Zoo is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

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

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

(v) The Zoo shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting the Zoo or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

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

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

7. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. The Zoo shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to the public right-of-way improvements, this Agreement, or the Zoo's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the public right-of-way improvements, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by the Zoo and furnished to the City shall be in such form as the City may from time to time require.

(B) City's Right to Inspect and Audit. During construction and for a reasonable period of time thereafter, the Zoo shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit the Zoo's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by the Zoo to the City, the Zoo shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

8. General Provisions.

(A) Assignment. The Zoo shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain 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.

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

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

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

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

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

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

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(K) No Brokers. The City and the Zoo represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

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

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

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

- Exhibit A (*Vacation Plat*)
- Exhibit B (*Quit Claim Deed – Vacation Property*)
- Exhibit C (*Pedestrian Bridge Easement*)
- Exhibit D (*Dedication Plat*)
- Exhibit E (*Dedication Property*)

{00348156-4}

Exhibit F (*Form of Partial Release of ROW Easements*)
Exhibit G (*Additional City Requirements*)

[SIGNATURE PAGES FOLLOW]

{00348156-4}

71264382v2

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

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Recommended by:

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

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*The Zoo's Signature Page Follows*]

{00348156-4}

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

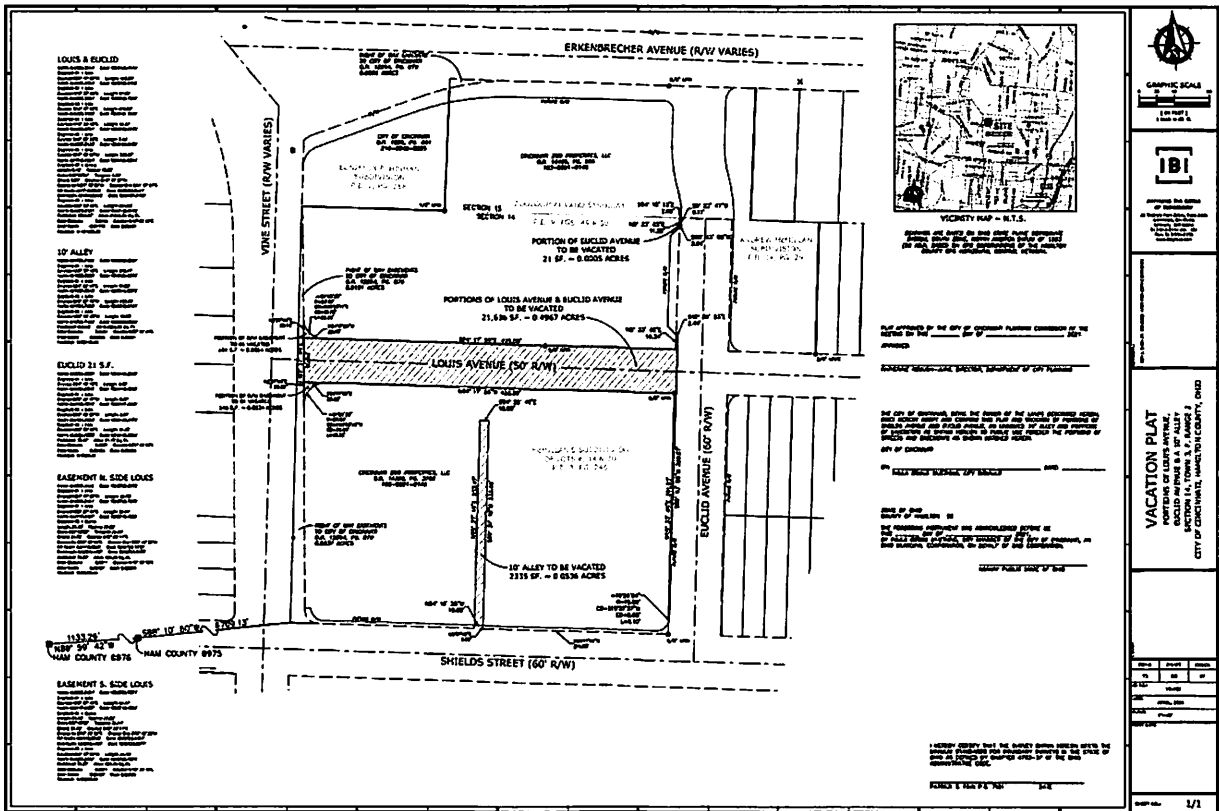
Printed Name: _____

Title: _____

Date: _____, 2021

{00348156-4}

Exhibit A
to Property Transfer Agreement
Vacation Plat



{00348156-4}

71264382v2

Exhibit B

to Property Transfer Agreement

Quit Claim Deed – Vacation Property

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the tax-mailing address of which is 3400 Vine Street, Cincinnati, OH 45220, Attn: Lori Voss ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address: None (Portions of former public right-of-way designated as Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley)
Auditor's Parcel ID Nos.: None
Prior instrument reference: None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. []-2021, passed by Cincinnati City Council on [], 2021, the Property is hereby vacated as public right-of-way by the City.

Creation of Utility Easement. This conveyance is subject to R.C. Section 723.041 so that any affected public utility existing at the time of the conveyance shall be deemed to have a permanent easement in such vacated portions of Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities, unless and until such time as the public utility is re-located such that access to the public utility is no longer affected by the Property.

This conveyance was authorized by Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021.

[SIGNATURE PAGE FOLLOWS]

{00348156-4}

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00348156-4}

Exhibit A
to Quitclaim Deed
Vacation Plat

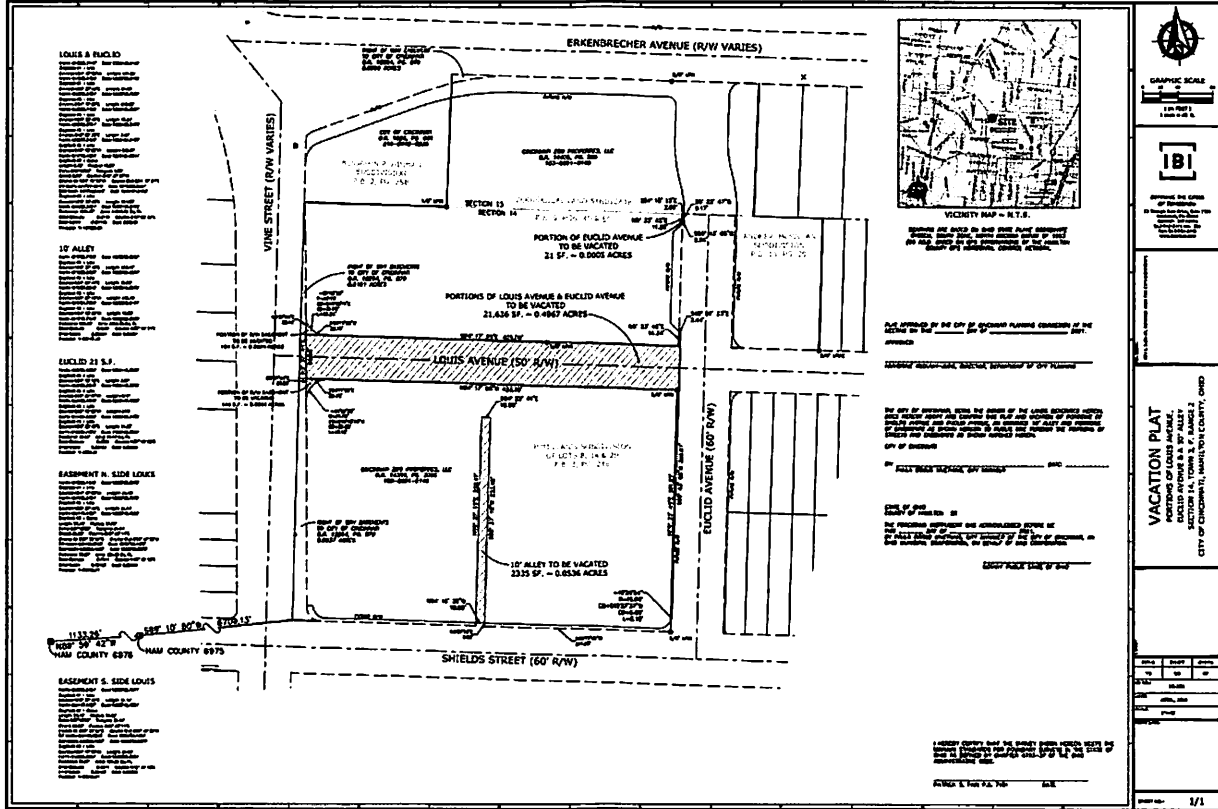


Exhibit B
to Quitclaim Deed

Legal Description

**PORTIONS OF LOUIS AVENUE &
EUCLID AVENUE VACATION**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portions of Louis Avenue and Euclid Avenue to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Page 246 and Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 8 courses:

1. In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the proposed easterly right of way line of Vine Street; thence
2. In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, South 84° 17' 55" East, 425.08 feet to a point in the westerly right of way line of Euclid Avenue; thence
4. In said westerly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to a point; thence
5. Leaving said westerly right of way line of Euclid Avenue, South 40° 06' 23" East, 2.44 feet to the proposed westerly right of way line of Euclid Avenue; thence
6. In said proposed westerly right of way line of Euclid Avenue, South 05° 43' 05" West, 320.67 feet to a point; thence
7. In a curve to the right having a radius of 15.00 feet, a delta angle of 19° 29' 04" and an arc distance of 5.10 feet subtended by a chord which bears South 15° 27' 37" West, 5.08 feet to a point in the existing westerly right of way of Euclid Avenue; thence
8. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 261.03 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21,636 Sq.Ft. or 0.4967 acres.

**Exhibit B (Cont.)
to Quitclaim Deed**

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

PORTION OF EUCLID AVENUE VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of Euclid Avenue to be vacated, Euclid Avenue originally platted by Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in the northwesterly corner in the northerly terminus of Euclid Avenue (60' R/W) and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In the northerly right of way of Euclid Avenue, South 84° 18' 13" East, 2.06 feet to a point in the proposed westerly right of way line of Euclid Avenue; thence
2. In said proposed westerly right of way line of Euclid Avenue, South 05° 22' 47" West, 9.17 feet; thence
3. Continuing in said proposed westerly right of way line of Euclid Avenue, South 50° 43' 05" West, 2.94 feet to a point in the existing westerly right of way of Euclid Avenue; thence
4. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 11.25 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21 Sq.Ft. or 0.0005 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

**Exhibit B (Cont.)
to Quitclaim Deed**

10' ALLEY VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a 10' unnamed alley to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning In an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), thence In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' unnamed alley; thence In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 3.52 feet to a point in the proposed northerly right of way of said Shields Street and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In said proposed northerly right of way of Shields Street, North 84° 16' 28" West, 10.00 feet to a point in the westerly right of way line of said 10' alley; thence
2. In said westerly right of way line of the 10' alley, North 05° 37' 15" East, 233.47 feet to a point in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, South 84° 22' 41" East, 10.00 feet to a point in the easterly right of way line of said 10' alley; thence
4. In said easterly right of way line of the 10' unnamed alley, South 05° 37' 15" West, 233.48 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 2,335 Sq.Ft. or 0.0536 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
NORTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence in said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence in said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence in said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit C

to Property Transfer Agreement

Pedestrian Bridge Easement

----- space above for county recorder -----

Property: Cincinnati Zoo

GRANT OF EASEMENT

This Grant of Easement is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 ("**Grantee**").

Recitals:

A. By virtue of a deed recorded in Deed Book 1626, Page 601, Hamilton County, Ohio Records, The City owns certain real property commonly known as the Cincinnati Zoological and Botanical Garden, which is under the management and control of the Board of Park Commissioners (the "**Park Board**"), as more particularly described on Exhibit A (Legal Description) hereto (the "**Zoo Property**").

B. Pursuant to that certain *Contract* dated June 23, 1972, as amended, by and between the City and the Zoological Society of Cincinnati (the "**Zoo**") pertaining to the operation and maintenance of the Zoo Property, the Zoo operates and maintains the Zoo Property. The Zoo owns or otherwise controls Grantee.

C. The City owns the adjoining Erkenbrecher Avenue public right-of-way, which is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

D. Grantee seeks to reconstruct and expand a surface parking lot located partially on the Zoo Property and partially on adjacent property owned by Grantee to benefit the Cincinnati Zoo and Botanical Garden (the "**Project**"). As part of the Project, Grantee has petitioned the City to grant aerial easement rights over Erkenbrecher Avenue so that Grantee may construct, maintain, and operate a pedestrian bridge (the "**Improvements**") to facilitate pedestrian ingress and egress to and from said surface parking lot to the Cincinnati Zoo and Botanical Garden.

E. The City Manager, in consultation with the Park Board and DOT, has determined that (i) granting the easement will not have an adverse effect on the City's retained interest in the Zoo Property, (ii) granting the easement will not have an adverse effect on the City's retained interest in the Erkenbrecher Avenue public right-of-way, and (iii) granting the easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

F. The City's Real Estate Services Division has determined that the approximate fair market value of the easement is \$9,823; however, the City is agreeable to grant the easement to Grantee for \$0 in consideration of the economic and noneconomic benefits that the City will receive from the from the

Project that are anticipated to equal or exceed the fair market value of the easement because it is anticipated that the Project will enhance pedestrian and traffic flow around the Cincinnati Zoo and Botanical Garden, providing pedestrian safety, adding additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which is likely to stimulate economic growth and activity in the Avondale neighborhood.

G. The Park Board approved granting the easement at its meeting on [_____].

H. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the easement at its meeting on September 17, 2021.

I. Execution of this instrument was authorized by Ordinance No. [__]-[____], passed by Cincinnati City Council on [_____], 2021.

NOW THEREFORE, the City does hereby agree as follows:

1. **Grant of Easement.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, the following easement rights: (i) a non-exclusive easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement on, under, over, and across portions of Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B (Survey Plat) and described on Exhibit C (Legal Description –Easement Area) hereto; and (ii) a non-exclusive aerial encroachment easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement over and across those portions of the Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C hereto (the “**Pedestrian Bridge Easement**”, or the “**Pedestrian Bridge Easement Area**”, as applicable).

2. **Permitted Use; Utilities; Termination.**

(A) **Permitted Use.** Grantee, the Zoo and their agents, employees, invitees, licensees, and members of the general pedestrian public shall have the right to pass over and across the Improvements located within the Pedestrian Bridge Easement Area on foot or in wheelchair or similar ambulatory device to and from the Zoo Property and Grantee’s adjacent property (the “**Permitted Use**”). Grantee shall not use or permit the use of the Pedestrian Bridge Easement in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of the Permitted Use.

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

3. **Construction; Alterations; Maintenance and Repairs; No Liens.**

(A) **Construction.** The Improvements shall be constructed and maintained in accordance with the plans and specifications approved by the Park Board and DOTE, and in accordance with applicable code standards.

(B) **No Alterations.** Once installed, Grantee shall not make any enlargements or other modifications to the Improvements without the prior written consent of the City.

(C) **Maintenance and Repairs.** Grantee, at no cost to the City, shall maintain the Improvements in a continuous state of good condition and repair, including, without limitation to, all usual and necessary maintenance and repairs related to use by members of the pedestrian public. Grantee acknowledges that there may be existing easements for utility lines and related facilities in the vicinity of the Pedestrian Bridge Easement ("**Third Party Utility Lines**"). In connection with Grantee's construction, maintenance, repair and use of the Improvements, Grantee shall not interfere with the access of utility companies to maintain and repair the Third Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees or invitees. Any relocation of Third Party Utility Lines necessitated by Grantee's activities under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

(D) **No Liens.** Grantee shall not permit any mechanics liens to attach to the Zoo Property in connection with work performed by or at the request of Grantee.

4. Insurance; Indemnification. In addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City and the Park Board as additional insureds, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Pedestrian Bridge Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City and the Park Board harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorney's fees), liability and damages suffered or incurred by, or asserted against, the City or Park Board in connection with Grantee's respective construction, maintenance, repair, use, or other matters associated with the Improvements.

5. Coordinated Report Conditions (CR #11-2021). The following additional conditions shall apply:

(A) **DOTe:**

(i) The design and development of the Improvements shall be in accordance with the City of Cincinnati's Subdivision and Development Streets Manual, dated June 1, 2012, particularly Sections 131.05, 243.01 and 243.02.

(ii) The Improvements must maintain pedestrian clearances to meet city standards and ADA.

(iii) The Improvements shall provide a minimum clearance of 16 feet above the roadway surface.

(iv) Grantee shall perform an annual structural inspection of the Improvements in accordance with National Bridge Inspection Standards and the Ohio Department of Transportation Manual of Bridge Inspection. A copy of such report shall be filed with the City Department of Transportation within 30 days of the date of inspection.

(B) **MSD:**

(i) At the proposed location for the Bridge over Erkenbrecher Ave, exists an 18" vitrified clay sewer approximately 15 feet deep.

(ii) A MSDGC Excavation and Fill (E/F) permit as well as bond may be necessary for any predesign, geotechnical activity, construction, construction traffic, earthwork, or any other construction activity at or near existing public sewers and depending on the final design of the concept provided with the permit application. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing of existing public sewers, etc) and depending on the final plan and profiles with elevations and dimensions for permanent structures proposed such as the modular block wall system and foundation locations, column/pier/endcaps and foundation locations, with respect to existing sewers. Information and loading calculations will be needed for MSDGC review from the project to ensure no additional loads are exerted on existing sewers as the result of proposed structures. All requirements described in this paragraph shall be established by the MSDGC E/F Permit.

(C) GCWW: Within the existing Erkenbrecher Avenue public right-of-way there is an existing 12" public water main. The petitioner must contact OUPS to have the water main field located and marked in the field prior to construction. Any damage done to the existing 12" water main as a result of the construction of the Improvements must be repaired entirely at Grantee's expense and at no cost to the City.

(D) Cincinnati Bell: There are existing underground telephone facilities at this location. The existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the Grantee's expense.

6. Default. If Grantee, its successors-in-interest, or assigns fail to perform any maintenance, repair, or other work obligation as set forth herein, and fails to address the same to the satisfaction of the City within thirty (30) days after receiving written notice thereof from the City, the City shall have the right, but not the obligation, to perform such maintenance, repair, or other work, at their expense, payable within ten (10) days after receiving an invoice from the City evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to the City for the payment of such work.

7. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and Grantee, and be binding upon Grantee, and its successors-in-interest with respect to the Zoo Property and Grantee's adjacent property, which adjacent property is more particularly described on Exhibit D (Grantee's Adjacent Property) hereto.

8. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

9. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Cincinnati Park Board, 950 Eden Park Drive, Cincinnati, OH 45206. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

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

11. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
 Exhibit A – *Legal Description – Zoo Property*
 Exhibit B – *Survey Plat*
 Exhibit C – *Legal Description – Easement Area*
 Exhibit D – *Grantee's Adjacent Property*

Executed by the City on the date of acknowledgement set forth below (the "Effective Date").

CITY OF CINCINNATI

By: _____
 Printed name: _____
 Title: _____

STATE OF OHIO)
) ss:
 COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

 Notary Public
 My commission expires: _____

Recommended by:

 Kara Kish, Director
 Cincinnati Park Board of Commissioners

Recommended by:

 John S. Brazina, Director
 Department of Transportation and Engineering

Approved as to Form:

 Assistant City Solicitor

[*Grantee's Signature Page Follows*]

Acknowledged and agreed to by:

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, 214
Cincinnati, OH 45202

EXHIBIT A
to
Grant of Easement

Legal Description - Zoo Property

PARCEL ONE.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows, to-wit:

Being in Section 15, Township 3, Fractional Range 2 of the Miami Purchase, and being all of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision, according to plat recorded in Plat Book 9, pages 49 and 50 of the Hamilton County records; said lots each fronting 50 feet on the easterly side of Vine Street and each extending back 125 feet in depth, being part of the premises conveyed to the grantor by Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, by deed recorded in Deed Book 831, page 523 of said records.

PARCEL TWO.

The west 15 feet of lot No. 65 of the said Zoological Land Syndicate Subdivision, being a strip of land fronting 15 feet on the north side of Erkenbrecher Avenue, running back northwardly 150 feet between parallel lines to the property hereinafter described as parcel number nine (9); being the said property conveyed to the grantor by deed from Sarah Terrell and husband, recorded in Deed Book 945, page 502 of said records.

PARCEL THREE.

A triangular portion of Lot No. 46 of the said Zoological Land Syndicate Subdivision described as follows:

Beginning at a point on the dividing line between Lots 46 and 47 of said subdivision where the same is intersected by the easterly line of said subdivision, thence southwestwardly on said dividing line 16 feet; thence northwardly to a point in the easterly line of said lot No. 46 which is distant 15.42 feet, measured on said westerly line of said Lot No. 46, from the point of beginning; thence southeastwardly with said easterly line of said Lot No. 46, 15.42 feet to the place of beginning; being the same premises conveyed to the grantor by deed from Christine DeLaCroix and husband, recorded in Deed Book 1115, page 483 of said records.

EXHIBIT A (Cont.)

PARCEL FOUR.

All of lots 15, 21, 22 and 23 of Archibald Irwin's Subdivision as recorded in Deed Book 148, page 439 of the records of Hamilton County, Ohio; also lots Nos. 8 and 10 of said subdivision excepting therefrom a strip 48 feet in width at the west end of said lots heretofore sold and conveyed by deed recorded in Deed Book 508, page 485 of said records; the portion of said lots Nos. 8 and 10 hereby conveyed together fronting 239 feet on the west side of North Street as laid out on the plat of said subdivision and extending westwardly 150 feet; also lots Nos. 12 and 14, of said subdivision saving and excepting a parcel, commencing at the southwest corner of said lot No. 14 and extending northwardly therefrom upon the west line of said lot 30 feet, thence eastwardly on a line parallel to the south line of said lot 141 feet; thence southwardly on a line parallel to the west line of said lot 30 feet; thence westwardly along the south line of said lot 141 feet to the place of beginning, being the property heretofore sold and conveyed to one A. Pfeiffer, said lots 12 and 14 hereby conveyed together fronting 239 feet on the west side of North Street by 239 feet on the south side of West Street saving and excepting said lot 30 by 141 feet hereinabove described; also the east end of lots Nos. 11 and 13 in said subdivision commencing at the northeast corner of said Lot No. 11 on West Street and extending westwardly along the south line of West Street 9 feet; thence southwardly at right angles to West Street 209 feet; thence eastwardly on a line parallel to the south line of West Street 9 feet, thence northwardly along the east line of lots Numbers 11 and 13, 209 feet to the south line of West Street to the place of beginning; Also all property adjacent to said lots 8, 10, 12, 14, 15, 16, 17, 19, 20, 21, 22 and 23 of said subdivision that was formerly contained within the limits of North Street and West Street as laid out on the recorded plat of said subdivision insofar as said streets abutted on the property herein conveyed; said parts of said streets having been vacated by the City of Cincinnati by ordinance passed by the Council thereof on May 21, 1906. Said property referred to as Parcel 4, having been conveyed to the grantor by three deeds, one from Hulda Stallo, et al., dated April 8, 1907, recorded in Deed Book 977, page 22; one from the Humboldt Lodge No. 274 Independent Order of Odd Fellows, dated June 29, 1905, recorded in Deed Book 940, page 8 of said records; and one from Jacob Niemeyer, et al. dated June 30, 1905, and recorded in Deed Book 923, page 5 of said records.

EXHIBIT A (Cont.)

PARCEL FIVE.

All of lots 191, 192, 193 and 194 of the Mt. Auburn and Avondale Syndicate Subdivision as shown on plat recorded in Plat Book 8, page 44 of said records, excepting a strip 60 feet wide off the east side of said lots conveyed to the City of Cincinnati by deed from the grantor herein recorded in Deed Book 1022, page 371 of said records. //3

PARCEL SIX.

That lot of land beginning in the center of Forest Avenue, at the northeast corner of lot No. 17, of B.P. Hinman's Subdivision as recorded in Plat Book 2, page 258 of said records; thence west along the center of said Forest Avenue 280 feet more or less to the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence southeastwardly along the east line of said right of way 465 feet more or less to the east line of said lot No. 17 aforesaid, thence north along the east line of said lot No. 17 to the place of beginning, containing 1.44 acres of land more or less 2

and being the same property conveyed to the grantor by Thomas Evans and wife by deed dated June 8, 1903, and recorded in Deed Book 889, page 627 of said records.

PARCEL SEVEN.

Beginning at the southwest corner of Forest Avenue and Dury (formerly Western) Avenue as dedicated by Harrison D. Durrell, et al. by deed dated December 2, 1896; thence north 87 degrees, 39 minutes west along the south line of Forest Avenue 135.10 feet more or less to the east line of Lot No. 17 of B.P. Hinman's Subdivision, thence southwardly along the east line of said lot No. 17, four hundred and nineteen and 87/100 (419.87) feet more or less to the northwest corner of lot 194 of the Mt. Auburn and Avondale Syndicate Subdivision, thence along the northern boundary of said lot 194, south 47 degrees, 55 minutes east 98.18 feet, thence southeastwardly by a curve 1019.80 feet radius, 88.26 feet to the west line of Dury Avenue, thence north one degree, 36 minutes east along the west line of said Dury Avenue, 530.95 feet to the place of beginning, excepting a strip 60 feet wide off the east side of the property so described, conveyed to the City of Cincinnati by the grantor by deed recorded in Deed Book 1022, page 391 of said records; being the same property, less said exception, conveyed to the grantor by five deeds, one from Richard T. Durrell and wife, dated May 23, 1903, and recorded in Deed Book 889, //3

EXHIBIT A (Cont.)

PARCEL NINE.

Beginning in the south line of Section 15, Township 3, Fractional Range 2 of the Miami Purchase, at the southwest corner of the first tract described in a deed from John Hauck to Marmet, et al., recorded in Book 628, page 181, of Hamilton County Records; thence along said Section line north 88 degrees, 30 minutes west 545 feet to the southwest corner of a strip of land conveyed by Thomas French to William Wilshire, et al. by deed recorded in Book 448, page 469 Hamilton County records; thence with the west line of said strip north 23 degrees, 59 minutes west 143.38 feet, more or less to the southwest corner of the second described tract in the deed from John Hauck to said Marmet, et al., thence north 50 degrees east, 300 and 42/100 feet; thence north 40 degrees west, 25 feet; thence north 50 degrees east, 155 feet; thence north 40 degrees, west

864.74 feet; thence north 2 degrees, 6 minutes east 669.38 feet along the east boundary line of lots 8 and 9 of the Zoological Land Syndicate Subdivision and the east boundary line of premises formerly owned by Louise Knabe and the east line of the Moessinger and Hoffmann Subdivision, a plat of which is recorded in Plat Book 4, page 305 Hamilton County Records; thence south 88 degrees, 30 minutes east 1187 feet more or less to a point in the center of Forest Avenue, which is the northwest corner of the third described tract in the deed from John Hauck to said Marmet, et al., and in the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence south-eastwardly along the right of way of said railroad 465 feet more or less to the southeast corner of said third described tract; thence south 2 degrees, 6 minutes west 1044 feet, more or less to the northeast corner of the tract first described in the deed of John Hauck to Marmet, et al., thence with the line of the same north 88 degrees, 30 minutes west 600 feet; thence south 2 degrees, 6 minutes west, 360 feet to the place of beginning, containing forty-five (45) acres more or less, and being parts of Lots One (1), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Seventeen (17), Nineteen (19), and Twenty (20) and all of lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Eighteen (18) of B.P. Hinman's Subdivision, as recorded in Plat Book No. 2, page 258 of the Hamilton County Records.

EXHIBIT A (Cont.)

The foregoing tract of land being part of the premises conveyed to the grantor by the deed from Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, recorded in Deed Book 831, page 523, of the Hamilton County Records, subject, however, to all rights of the City of Cincinnati in Vine Street, Erkenbrecher Avenue and Forest Avenue included therein, and including a triangular lot acquired by the City of Cincinnati for widening the intersection of the east line of Vine Street with the south line of Erkenbrecher Avenue.

PARCEL TEN.

Beginning at the southwest corner of Forest and Dury Avenues; thence south on the west line of Dury Avenue 150 feet to a point; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence north parallel to the west line of Dury Avenue to the south line of Forest Avenue; thence east on the south line of Forest Avenue to the place of beginning, excepting therefrom a triangular parcel of land at the southwest corner of Dury and Forest Avenues described as follows:

Beginning at a point in the south line of Forest Avenue 60 feet west of the southwest corner of Dury and Forest Avenue; thence eastwardly 60 feet to the southwest corner of Dury Avenue and Forest Avenues; thence southwardly

along the west line of Dury Avenue 60 feet to a point, and from said point northwestwardly to the place of beginning.

PARCEL ELEVEN.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and in Section 15, Town 3, Fractional Range 2 of the Miami Purchase, and being also part of Lots 191, 192 and 193 of the Mt. Auburn and Avondale Syndicate Subdivision as recorded in Plat Book 8, Volume 1, page 44 of the plat records of Hamilton County, Ohio, and bounded as follows:

Beginning at a point in the west line of Dury Avenue which is the southeast corner of said Lot 191; thence north along the west line of Dury Avenue to a point 150 feet south of the southwest corner of Dury Avenue and Forest Avenue; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence south parallel to the west line of Dury Avenue to a point in the south line of said lot 191; thence east on the south line of said lot 191 to the place of beginning.

EXHIBIT A (Cont.)

PARCEL TWELVE.

Situate in the City of Cincinnati, Hamilton County, Ohio, and being part of Section 15, Township 3, Fractional Range 2 of the Miami Purchase and further described as follows:

Being all of lots One hundred and Eighty-Two (182), One hundred and eighty-three (183) and One Hundred and eighty-four (184) of the Mt. Auburn and Avondale Syndicate Subdivision made by Robert Allison, et al., Trustee, as shown by the plat of said Subdivision recorded in Plat Book 8, No. 1, page 44 in the Recorder's Office of Hamilton County, Ohio.

Excepting from the above described parcels of real estate the following described property:

Beginning at a point at the intersection of the east line of Beldare Avenue (formerly Belvedere) with the south line of what was formerly West Street, now vacated by Ordinance of the City of Cincinnati, No. 1403-1906; thence southwardly along the east line of Beldare Avenue (formerly Belvedere) a distance of 208.60 feet; thence eastwardly parallel to West Street a distance of 150.65 feet; thence northwardly parallel to Beldare Avenue (formerly Belvedere) a distance of 208.60 feet to a point in the south line of West Street; thence westwardly along the south line of West Street a distance of 150.65 feet to the place of beginning; being part of lots Numbers twelve (12) and fourteen (14) of Archibald Irwin's Subdivision, as recorded in Deed Book 148, page 440 of the records of Hamilton County, Ohio. Also an easement from Beldare Avenue (formerly Belvedere) running through West Street, now vacated, to a point 150 feet east of the east line of Beldare Avenue (formerly Belvedere) for the purpose of giving Henry Allendorf, his heirs and assigns access to garages all as set forth in the deed from the Central Trust Company, grantor therein to Henry Allendorf, dated May 9, 1928, and recorded in Deed Book 1459, page 551 of the records of Hamilton County, Ohio.

Excepting further the following described property:

Beginning at a point in the north line of Erkenbrecher Avenue which point is seven hundred and forty-eight and ninety-five hundredths (748.95) feet more or less west of Dury Avenue as measured along the north line of Erkenbrecher Avenue and which point is in the west line of lot 55 of Zoological Land Syndicate Subdivision and which point is also in the east line of the grantor's land; thence north eighty-eight degrees, thirty-seven minutes (88°37') west along said north line of Erkenbrecher Avenue one hundred eighty-two and eighty-seven hundredths (182.87) feet; thence on a curved line having a

EXHIBIT A (Cont.)

radius of one hundred and twenty five (125.0) feet and deflecting to the right forty-eight degrees thirty-seven minutes (48°37') one hundred and five and sixty-six hundredths (105.66) feet to the northeasterly line of Vine Street; thence north forty degrees (40°) west along said line of Vine Street three hundred and thirty-three and nineteen hundredths (333.19) feet to a point twenty (20.0) feet distant from the west line of the grantor's land as measured along the northeast line of Vine Street; thence north fifty degrees (50°) east and parallel with the said grantor's west line ten (10.0) feet; thence south forty degrees (40°) east three hundred and thirty-three and nineteen hundredths (333.19) feet; thence on a curved line having a radius of one hundred and fifteen (115.0) feet and deflecting to the left forty-eight degrees and thirty-seven minutes (48°37') ninety-seven and twenty hundredths (97.20) feet; thence south eighty-eight degrees thirty-seven minutes east one hundred eighty-two and ninety-seven hundredths (182.97) feet (S 88° 37' E 182.97) to the east line of grantor's land; thence south two degrees west ten feet (S 2° W 10) to the place of beginning, being a part of Lots 9, 10 and 11 Hinman's Subdivision as recorded in Plat Book 2, page 258 and part of lots 47, 50, 51 and 54 of The Zoological Land Syndicate Subdivision as recorded in Plat Book 9, page 49, Hamilton County Records and containing one hundred and forty-two thousandths (0.142) acres; also an easement for slopes two (2) feet in width for each foot in elevation above or below the curb grade of Erkenbrecher Avenue and Vine Street adjoining to the north, the entire length of the ten (10) foot strip as described above, being the same premises heretofore conveyed by deed dated March 31, 1931, and recorded in Deed Book 1575, page 58, of the records of Hamilton County, Ohio.

Excepting further the following, being an easement for loop purposes granted to The Cincinnati Street Railway Company, on the following described property:

Beginning at a point ten (10) feet north of the northeast line of Vine Street as measured along a line running parallel with and twenty (20) feet east from the west line of Lot 47 of Zoological Land Syndicate Subdivision, recorded in Plat Book 9, page 49, Hamilton County Recorder's Office; thence north fifty degrees (50°) east parallel with said west line of lot 47, ninety (90) feet; thence south forty degrees east eighty feet (S 40° E 80') thence due south one hundred and forty (140) feet to a point ten (10) feet north Fifty (50°) degrees east of Vine Street; thence north forty degrees (40°) west parallel with Vine Street one hundred and eighty-seven and twenty-six hundredths (187.26) feet to the place of beginning, being a part of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision and a part of Lot 11 of B. P. Hinman's Subdivision, and containing two hundred and seventy-seven thousandths (0.277) acres, and being the same premises heretofore conveyed by deed dated March 30, 1931, and recorded in Deed Book 1572, page 318 of the records of Hamilton County, Ohio.

EXHIBIT B
to
Grant of Easement
Survey Plat

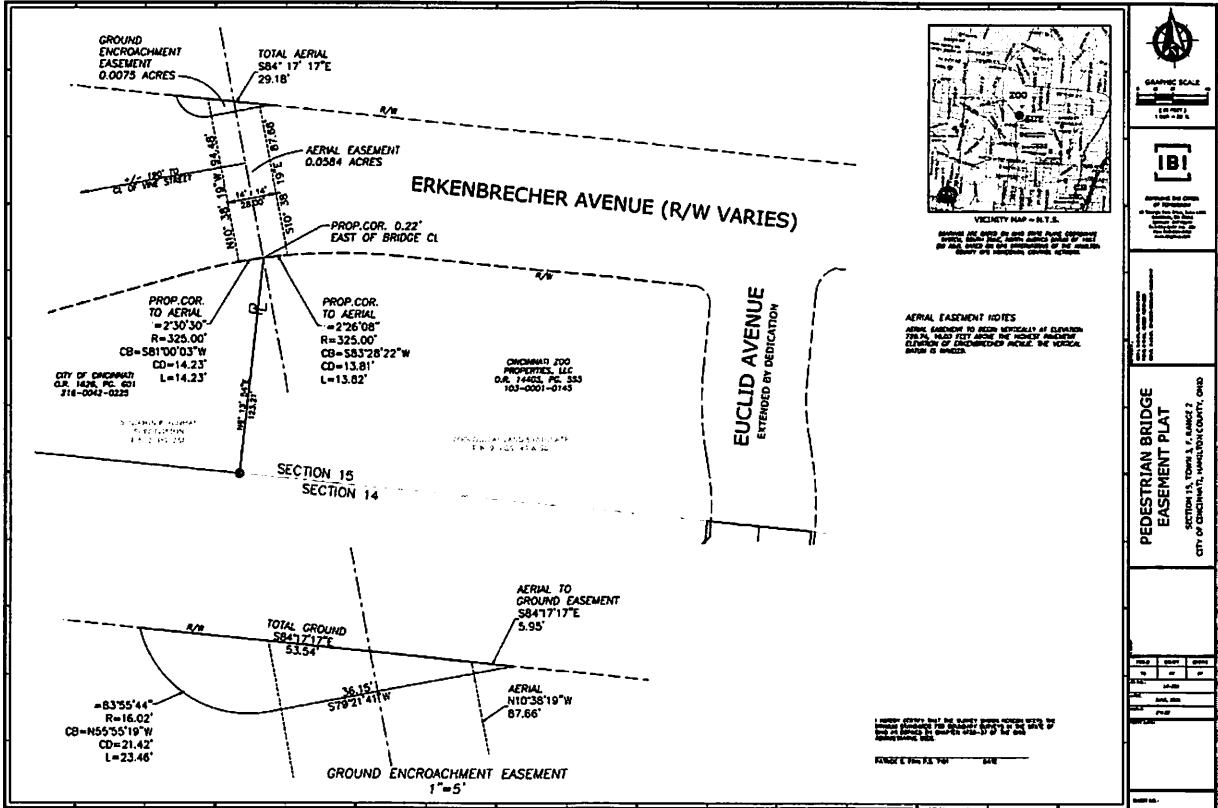


EXHIBIT C
to
Grant of Easement

Legal Description-Easement Area

PEDESTRIAN BRIDGE GROUND ENCROACHMENT EASEMENT IN ERKENBRECHER AVENUE R/W

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Ground Encroachment Easement in Erkenbrecher Avenue right of way, approximately 190 feet east of Vine Street, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021; thence

In said southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears North 83° 28' 22" East, 13.81 feet to a point; thence

Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 87.66 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence

In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 5.95 feet to a point being the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described; thence the following 3 courses:

1. Leaving said northerly right of way line of Erkenbrecher Avenue; South 79° 21' 41" West, 36.15 feet to a point; thence
2. In a curve to the right having a radius of 16.02 feet, a delta angle of 83° 55' 44" and an arc length of 23.46 feet subtended by a chord which bears North 55° 55' 19" West, 21.42 feet to a point in said northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 53.54 feet to the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described.

Containing 333 S.F. or 0.0075 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT C (Cont.)
to Grant of Easement

PEDESTRIAN BRIDGE AERIAL EASEMENT OVER ERKENBRECHER AVENUE

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Aerial Easement over Erkenbrecher Avenue approximately 190 feet east of Vine Street, the bottom of said easement being 16.00 feet above the highest pavement elevation of said Erkenbrecher Avenue and being at elevation 729.74 (Vertical Datum NAVD29), all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021, said point being at said elevation 729.74 (Vertical Datum NAVD29) and being the TRUE POINT OF BEGINNING of this Aerial Easement herein described; thence the following 5 courses:

1. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 30' 30" and an arc length of 14.23 feet subtended by a chord which bears South 81° 00' 03" West, 14.23 feet to a point; thence
2. Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 94.48 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 29.18 feet to a point; thence
4. Leaving said northerly right of way line of Erkenbrecher Avenue, South 10° 38' 19" East, 87.66 feet to a point in said southerly right of way line of Erkenbrecher Avenue; thence
5. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears South 83° 28' 22" West, 13.81 feet to the TRUE POINT OF BEGINNING of this Aerial Easement herein described.

Aerial Easement Horizontal Area = 2,544 S.F. or 0.0584 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT D
to Grant of Easement

Grantee's Adjacent Property

Tract I:

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007)	O.R. 12815, Page 1308 (103-0001-0135)
O.R. 12643, Page 837 (103-0001-0006)	O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004)	O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002)	O.R. 12482, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139)	O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164)	O.R. 12590, Page 600 (216-0042-0165)
O.R. 14384, Page 2796 (216-0042-0166)	O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168)	O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)	

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT D (Cont.)
to Grant of Easement

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.38 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8286 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

**EXHIBIT D (Cont.)
to Grant of Easement**

Tract II:

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence
7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Ad.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit D

to Property Transfer Agreement

Dedication Plat

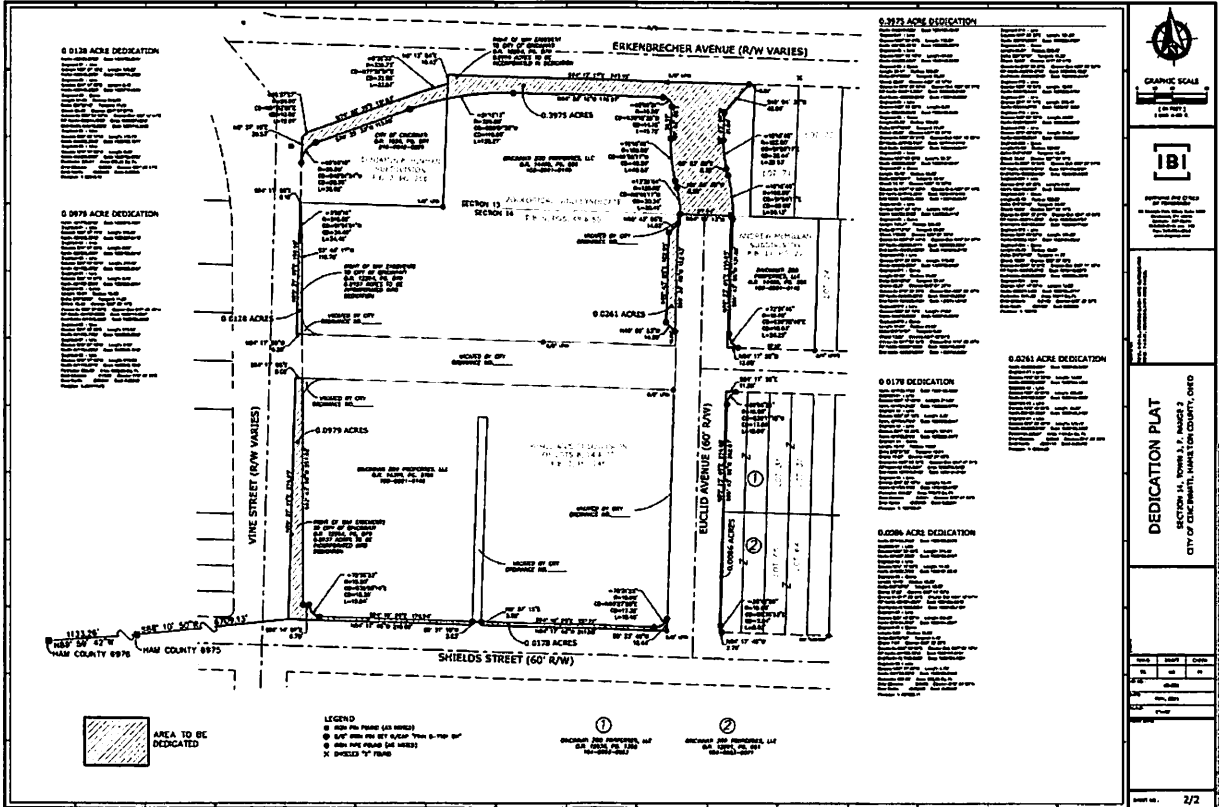


Exhibit E

to Property Transfer Agreement

Dedication Property

EUCLID AVENUE, ERKENBRECHER AVENUE & VINE STREET 0.3881 ACRES DEDICATION

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555 and also a portion of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Andrew McMillan Subdivision, Plat Book 14, Page 29 and Benjamin P. Hinman Subdivision, Plat Book 2, Page 258, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W) said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 25 courses:

1. In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to a point being in the northerly terminus of said Euclid Avenue; thence
2. In said northerly terminus of Euclid Avenue, North 84° 18' 13" West, 57.94 feet to an Iron Pin Set; thence
3. In the proposed westerly right of way line of Euclid Avenue extended in a curve to the left having a radius of 128.00 feet, a delta angle of 13° 36' 44" and an arc length of 30.41 feet subtended by a chord which bears North 02° 45' 17" West, 30.34 feet to an Iron Pin Set; thence
4. Continuing in said proposed westerly right of way line of Euclid Avenue, North 09° 33' 39" West, 8.26 feet to an Iron Pin Set; thence
5. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the right having a radius of 182.00 feet, a delta angle of 15° 16' 45" and an arc length of 48.53 feet subtended by a chord which bears North 01° 55' 17" West, 48.39 feet to an Iron Pin Set; thence
6. Continuing in said proposed westerly right of way line of Euclid Avenue, North 05° 43' 05" East, 36.37 feet to an Iron Pin Set; thence
7. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the left having a radius of 10.00 feet, a delta angle of 90° 05' 21" and an arc length of 15.72

Exhibit E (Cont.)
to Property Transfer Agreement

- feet subtended by a chord which bears North 39° 19' 35" West, 14.15 feet to an Iron Pin Set in the proposed southerly right of way line of Erkenbrecher Avenue; thence
8. In said proposed southerly right of way line of Erkenbrecher Avenue, North 84° 22' 16" West, 170.97 feet to an Iron Pin Set; thence
 9. Continuing In said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 21° 12' 12" and an arc length of 120.27 feet subtended by a chord which bears South 85° 01' 38" West, 119.59 feet to an Iron Pin; thence
 10. Continuing In said proposed southerly right of way line of Erkenbrecher Avenue, South 74° 25' 33" West, 113.60 feet to an Iron Pin Set; thence
 11. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 68° 48' 18" and an arc length of 30.02 feet subtended by a chord which bears South 40° 01' 24" West, 28.25 feet to an Iron Pin Set in the existing easterly right of way line of Vine Street; thence
 12. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 29.53 feet to a point in the existing southerly right of way line of Erkenbrecher Avenue; thence
 13. In said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 29.00 feet, a delta angle of 25° 37' 07" and an arc length of 12.97 feet subtended by a chord which bears North 61° 42' 01" East, 12.86 feet to a point; thence
 14. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 74° 30' 35" East, 131.63 feet to a point; thence
 15. Continuing in said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 336.73 feet, a delta angle of 05° 32' 32" and an arc length of 32.57 feet subtended by a chord which bears North 77° 36' 51" East, 32.56 feet to a point; thence
 16. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 06° 13' 54" East, 10.43 feet to a point; thence
 17. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 325.45 feet to an Iron Pin Set in the proposed easterly right of way line of Euclid Avenue extended; thence
 18. In said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 12' 50" and an arc length of 18.49

Exhibit E (Cont.)
to Property Transfer Agreement

feet subtended by a chord which bears South 38° 49' 30" West, 17.48 feet to an Iron Pin Set; thence

19. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 49.61 feet to an Iron Pin Set; thence
20. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 122.00 feet, a delta angle of 15° 16' 45" and an arc length of 32.53 feet subtended by a chord which bears South 01° 55' 17" East, 32.44 feet to an Iron Pin Set; thence
21. Continuing in said proposed easterly right of way line of Euclid Avenue, South 09° 33' 39" East, 8.26 feet to an Iron Pin Set; thence
22. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the right having a radius of 188.00 feet, a delta angle of 15° 16' 45" and an arc length of 50.13 feet subtended by a chord which bears South 01° 55' 17" East, 49.99 feet to an Iron Pin Set; thence
23. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 131.02 feet to an Iron Pin Set; thence
24. Continuing in said proposed easterly right of way line of Euclid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 72° 31' 46" and an arc length of 20.25 feet subtended by a chord which bears South 30° 32' 48" East, 18.93 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
25. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 12.90 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.3881 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

6-21-2021

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE EAST 0.0086 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of parcels conveyed to Cincinnati Zoo Properties, LLC by deedS recorded in Official Record 12561, Page 651 and Official Record 12638, Page 1350, originally platted by Andrew McMillan Subdivision, Plat Book 14, Page 29, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Eulid Avenue (60' R/W), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 6 courses:

1. In said existing easterly right of way line of Eulid Avenue, North 05° 33' 45" East, 274.48 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 11.30 feet to an Iron Pin Set in the proposed easterly right of way line of Eulid Avenue; thence
3. In said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 56' 25" and an arc length of 18.69 feet subtended by a chord which bears South 39° 11' 18" West, 17.65 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Eulid Avenue, South 05° 43' 05" West, 252.07 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 28° 42' 56" and an arc length of 8.02 feet subtended by a chord which bears South 08° 38' 23" East, 7.94 feet to an Iron Pin Set in said existing northerly right of way line of Shields Street; thence
6. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 2.79 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0086 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE WEST 0.0261 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W); thence in said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to an Iron Pin Set and being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 4 courses:

1. North 40° 06' 23" West, 14.29 feet to an Iron Pin Set; thence
2. North 05° 43' 05" East, 102.55 feet to an Iron Pin Set; thence
3. North 50° 43' 05" East, 14.03 feet to an Iron Pin Set in said existing easterly right of way line of Euclid Avenue; thence
4. In said existing easterly right of way line of Euclid Avenue, South 05° 33' 45" West, 122.43 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0261 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE & SHIELDS 0.0979 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 8 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 274.45 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 8.02 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street, South 03° 43' 55" West, 257.52 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 86° 14' 07" East, 6.79 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Vine Street in a curve to the left having a radius of 15.50, a delta angle of 72° 36' 23" and an arc distance of 19.64 feet subtended by a chord which bears South 35° 55' 14" East, 18.35 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
6. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 174.54 feet to an Iron Pin Set in the westerly right of way line of a 10' alley; thence
7. In said westerly right of way line of a 10' alley, South 05° 37' 15" West, 3.53 feet to a point in said existing northerly right of way line of Shields Street; thence
8. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 210.00 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0979 acres.

Exhibit E (Cont.)
to Property Transfer Agreement

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE 0.0128 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 150.00 feet to a point in the line common to a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601; thence
2. In said line common to City of Cincinnati, South 84° 17' 55" East, 0.18 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street in a curve to the right having a radius of 510.00 feet, a delta angle of 03° 52' 16" and an arc distance of 34.46 feet subtended by a chord which bears South 01° 51' 01" West, 34.45 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 03° 43' 17" West, 115.70 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
5. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 6.28 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0128 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

SHIELDS 0.0178 DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing northerly right of way of Shields Street, North $84^{\circ} 17' 46''$ West, 211.68 feet to a point in the easterly right of way line of a 10' alley; thence
2. In said easterly right of way line of a 10' alley, North $05^{\circ} 37' 15''$ East, 3.52 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
3. In said proposed northerly right of way line of Shields Street, South $84^{\circ} 16' 28''$ East, 197.51 feet to an Iron Pin Set; thence
4. Continuing in said proposed northerly right of way line of Shields Street in a curve to the left having a radius of 15.00, a delta angle of $70^{\circ} 31' 23''$ and an arc distance of 18.46 feet subtended by a chord which bears North $60^{\circ} 27' 50''$ East, 17.32 feet to an Iron Pin Set in said existing westerly right of way line of Euclid Avenue; thence
5. In said existing westerly right of way line of Euclid Avenue, South $05^{\circ} 33' 45''$ West, 13.44 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0178 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

A circular professional seal for Patrick Finn, P.S. No. 7181, is stamped over a handwritten signature. The signature is written in black ink and appears to read 'Patrick Finn'. Below the signature, the date '6-21-2021' is handwritten in black ink.

Exhibit F

to Property Transfer Agreement

Form of Partial Release of ROW Easements

[SPACE ABOVE FOR RECORDER'S USE]

Property: Auditor's Parcel No.: _____

PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENTS

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

Recitals:

A. By virtue of an instrument recorded in Official Record 14399, Page 3756; and Official Record 14405, Page 555, Hamilton County, Ohio Records, **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, **f/k/a CINCINNATI ZOO FOUNDATION PROPERTIES, LLC** (the "**Zoo**") holds title to certain real property in Cincinnati generally located along the east side of Vine Street, between Erkenbrecher Avenue and Shields Street, as more particularly described on Exhibit A (*Encumbered Property*) hereto (the "**Property**").

B. By virtue of instruments recorded in Official Record Book 12254, Page 879; and Official Record Book 12254, Page 895, Hamilton County, Ohio Records, the City holds certain easements and restrictions pertaining to public rights-of-way that encumber the Property (the "**Right of Way Easements**").

C. The Zoo seeks to redevelop the Property and has requested the City to release certain portions of the Right of Way Easements (the "**Released Area**") to facilitate the proposed development as more particularly described on Exhibit B (*Legal Description – Released Area*) hereto.

D. The City Manager, in consultation with the City's Department of Transportation and Engineering, has confirmed that the Released Area is not needed for any municipal purpose, and the release and termination of the easements and restrictions with respect to the Released Area is not otherwise contrary to applicable laws, rules, and regulations affecting the Property; therefore, the City is agreeable to releasing the same to facilitate the development of the Property.

E. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the release and termination of the easements and restrictions with respect to the Released Area at its meeting on September 17, 2021.

F. Execution of this Release was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [____], 2021.

NOW THEREFORE, for valuable consideration received, the City does hereby release and terminate all terms, covenants, conditions, restrictions and other matters related to the Released Area and confirms that the same are null and void and of no further force or effect.

PROVIDED, HOWEVER, that this Release shall not be construed to release, terminate, waive or in any manner affect or invalidate the Right of Way Easement encumbering the Property outside of the Released Area, and all terms, covenants, conditions, restrictions and other matters related to the Right of Way Easement encumbering the Property outside of the Released Area, remain in full force and effect.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Paula Boggs Muething, City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

Exhibits:
Exhibit A – Legal Description – Encumbered Property
Exhibit B – Legal Description – Released Area

EXHIBIT A
to Partial Release of Release of Right of Way Easements

Legal Description – Encumbered Property

Tract I

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007)	O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 837 (103-0001-0006)	O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004)	O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002)	O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139)	O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164)	O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166)	O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168)	O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)	

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT A (Cont.)

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT A (Cont.)

Tract II

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence

EXHIBIT A (Cont.)

- 7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found In the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence**
- 8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.**

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B
Partial Release of Release of Right of Way Easements

Legal Description –Released Area)

**PORTION OF RIGHT OF WAY EASEMENT VACATION
NORTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence in said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B (Cont.)
Partial Release of Release of Right of Way Easements

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit G

to Property Transfer Agreement

Additional City Requirements

ADDITIONAL CITY REQUIREMENTS

The Zoo and the Zoo's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. The Zoo hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, the Zoo, or the Zoo's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with the Zoo by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) **Serving as a Source of Information With Respect to Government Requirements.**

This Exhibit identifies certain Government Requirements that may be applicable to the Project, the Zoo, or its contractors and subcontractors. Because this Agreement requires that the Zoo comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that the Zoos, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a the Zoo is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) **Affirmatively Imposing Contractual Obligations.** If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on the Zoo, even where such obligations are not imposed on the Zoo by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) **Construction Workforce.**

(i) **Applicability.** Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates the Zoo to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if the Zoo is performing construction work for the City under a construction contract to which the City is a party, the Zoo shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in the Zoo and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which the Zoo receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to the Zoo at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if the Zoo receives City funds or other assistance, the Zoo and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by the Zoo or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, the Zoo and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following the Zoo and/or its general contractor's meet and confer activity, the Zoo shall provide to the City, in writing, a summary of the Zoo and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, the Zoo is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that the Zoo issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of the Zoo; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, the Zoo shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, the Zoo shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, the Zoo is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, the Zoo and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) the Zoo and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, the Zoo agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, the Zoo shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, the Zoo shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. the Zoo or its general contractor shall update the report monthly by the 15th. the Zoo or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the Zoo and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, the Zoo and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of the Zoo or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of the Zoo to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. the Zoo shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, the Zoo shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, the Zoo shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations

resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in the Zoo or in the Project, and the Zoo shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, the Zoo and its general contractor shall use its best efforts to post available employment opportunities with the Zoo, the general contractor's organization, or the organization of any subcontractor working with the Zoo or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively

"investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Zoo shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of

(a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. the Zoo represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, the Zoo shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If the Zoo or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, the Zoo shall be considered in default under this Agreement.

Contract No: _____

Project: Zoo Parking Lot & Pedestrian Bridge Easement
(Vacation of portions of Louis Ave. and Euclid Ave.,
and release of Vine St. easements)

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 (the "**Zoo**").

Recitals:

A. The City owns certain real property commonly known as the Cincinnati Zoo and Botanical Garden, which property is under the management and control of the Cincinnati Park Board and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, pursuant to that certain *Contract* dated June 23, 1972, as amended (the Zoological Society of Cincinnati owns or otherwise controls Cincinnati Zoo Properties, LLC).

B. The City owns the public rights-of-way designated as Vine Street, Shields Street, Louis Avenue, Euclid Avenue, and an unnamed alley located approximately 212 feet west of the northwest intersection of Shields Street and Euclid Avenue (the "**ROW Property**") in the Avondale neighborhood of Cincinnati, which ROW Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. The Zoo owns certain real property, a portion of which is presently used as a surface parking lot, which real property is generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, Vine Street, and bisected by said unnamed alley and Louis Avenue (the "**Zoo Property**"). Certain portions of the Zoo Property are burdened by right-of-way easements held by the City and recorded in Official Record 12254, Page 879; and Official Record 12254, Page 895, Hamilton County, Ohio Records (the "**ROW Easements**").

D. The Zoo seeks to improve the Zoo Property by reconstructing and expanding the surface parking lot to benefit the Cincinnati Zoo and Botanical Garden, including the construction of a pedestrian bridge from the reconstructed surface parking lot across Erkenbrecher Avenue (the "**Project**").

E. The Zoo has petitioned the City to vacate and sell to the Zoo certain portions of the ROW Property, as more particularly depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Quit Claim Deed – Vacation Property*) hereto (the "**Vacation Property**"). The Zoo intends to consolidate the Vacation Property with the Zoo Property to facilitate the Project. Additionally, the Zoo has requested the City to release and terminate certain portions of the ROW Easements.

F. The Zoo has also petitioned the City to grant aerial easement rights over Erkenbrecher Avenue to allow the Zoo to construct, maintain, and operate a pedestrian bridge to facilitate pedestrian ingress and egress to and from the Zoo Property to the Cincinnati Zoo and Botanical Garden, as more particularly depicted on Exhibit C (*Pedestrian Bridge Easement*) (the "**Pedestrian Bridge Easement**").

G. In exchange for the Vacation Property, the partial release of the ROW Easements and the Pedestrian Bridge Easement, the Zoo proposes to dedicate public right-of-way to facilitate the widening and improvement of Erkenbrecher Avenue, Vine Street, Euclid Avenue, and Shields Street with new roadway, curbs, gutters, and sidewalks as generally depicted on Exhibit D (*Dedication Plat*) and more

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particularly described on Exhibit E (Dedication Property) hereto (the “**Dedication Property**”), which improvements include the extension of Euclid Avenue.

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

I. The City has determined that the Vacation Property is not needed for transportation or any other municipal purposes, and that the City’s sale of the Vacation Property will not be detrimental to the public interest.

J. Tamara A. Miano, Esq., a reputable attorney practicing in Hamilton County, Ohio, at the request of the City has provided an Attorney’s Certificate of Title dated October 7, 2021, certifying that the City and the Zoo are the owners of all real property abutting the Vacation Property.

K. The City’s Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the ROW Property, including the release of the ROW Easements is \$151,450, (ii) the fair market value of the Pedestrian Bridge Easement is \$9,823, however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and Botanical Garden, and provide additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which will stimulate economic activity and growth in the Avondale neighborhood.

L. 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.

M. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City’s sale of the Vacation Property and Pedestrian Bridge Easement because the City and the Zoo own all real property that abuts the Vacation Property, and as a practical matter no one other than an abutting property owner would have any use for the Vacation Property or the Pedestrian Bridge Easement.

N. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s sale and vacation of the Vacation Property to the Zoo, the partial release of the ROW Easements, the dedication of the Dedication Property to public use, and the conveyance of the Pedestrian Bridge Easement at its meeting on September 17, 2021.

O. Execution of this Agreement was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [_____], 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Closing.

(A) Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to convey the Vacation Property, release and terminate certain portions of the ROW Easements in substantially the form of Exhibit F (Form of Partial Release of ROW Easements) hereto (the “**Partial Release of ROW Easements**”), and convey the Pedestrian Bridge Easement to the Zoo, and the Zoo

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hereby agrees to accept the Vacation Property from the City. The purchase price of the transaction shall be \$0.00 (the “**Purchase Price**”). The Zoo acknowledges that it is familiar with the condition of the Vacation Property and, at the Closing (as defined below), the City shall convey the Vacation Property and the Pedestrian Bridge Easement to the Zoo in “as is” condition. The City makes no representations or warranties to the Zoo with respect to the condition of the Vacation Property and, from and after the Closing, the City shall have no liability of any kind to the Zoo for any defects, adverse environmental condition, or any other matters affecting the Vacation Property.

(B) Closing Date. Subject to the terms and conditions herein, the conveyance of the Vacation Property and Pedestrian Bridge Easement to the Zoo by the City, and the execution of a release of certain portions of the ROW Easements by the City (the “**Closing**”) shall take place (i) **60 days** from the date that Council authorized the execution of this Agreement, or (ii) on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied (the “**Closing Date**”).

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

- (i) Inspections: The Zoo’s approval (or waiver) of inspections of the Vacation Property, including without limitation environmental assessments and soil assessments, to the extent the Zoo, at its option, elects to obtain such inspections;
- (ii) Plats, Legal Descriptions, and Deeds: The Zoo shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City’s sale of the Vacation Property, including a vacation plat and legal description of the Vacation Property and legal description of the property to be released from the ROW Easements agreement;
- (iii) Creation of Utility Easements: The conveyance of former public right-of-way is subject to Ohio Revised Code Section 723.041 such that any affected public utility shall be deemed to have a permanent easement in such vacated portion of former public right-of-way for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. Prior to closing, the Zoo agrees to relocate any public utilities in such vacated portion of the public right-of-way to the satisfaction of the affected public utility at the Zoo’s sole cost, or the City shall be obligated pursuant to Ohio Revised Code Section 723.041 to reserve blanket easements over all portions of vacated former public right-of-way.
- (iv) Coordinated Report Conditions (CR #4-2021 & CR #11-2021) :

(a) DOTE:

1. *Approval of Site Plan & Zoo’s execution of Traffic Signal Agreement*: DOTE shall have approved Zoo’s site plan for the proposed Euclid Extension, and, if required by DOTE, Zoo shall execute a *Traffic Signal Agreement* at or prior to Closing, both as described in the City’s Deed. All right-of-way shall be redefined with a curb, sidewalk, and/or drive approach at the Zoo’s expense.

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2. *Street Opening Permit:* A DOTE Street Opening Permit is required for all work in the public right-of-way. All improvements in the public right-of-way shall be built to City standards, policies, and guidelines. All DOTE permit requirements shall be followed including that plan drawings be reviewed and approved by DOTE. The parties acknowledge that a DOTE Street Opening Permit is not required for work within vacated former public right-of-way.
3. *Environmental:* Zoo shall provide the City with a recent environmental assessment showing that the environmental condition of the Dedication Property is acceptable to the City. (The City acknowledges receipt of an environmental assessment prepared by Ecostratum, dated August ____, 2020, which has been reviewed and determined to be acceptable by the City's Office of Environment and Sustainability)
4. The Pedestrian Bridge shall be in accordance with the City's subdivision and Development Streets Manual, particularly Section 131.05, 243.01, and 243.02.
5. The Pedestrian Bridge shall comply with all ADA and City standards for pedestrian clearances and shall be at a minimum 16 feet over the roadway surface.
6. Relocation of all utilities necessary for construction of the Pedestrian Bridge shall be the responsibility of the Zoo.
7. The Zoo shall perform an annual structural inspection of the Pedestrian Bridge in accordance with the National Bridge Inspection Standards and the Ohio Department for Transportation Manual on Bridge Inspection. A copy of the report and inspection shall be filed with DOTE within 30 days of the inspection.

(b) MSDGC: The City, through the Metropolitan Sewer District of Greater Cincinnati ("**MSD**"), shall determine prior to the Closing whether the City's reservation of a utility easement is needed for existing sewer facilities located within the Vacation Property, and if so the easement shall be created in the City's Deed;

(c) Buildings and Inspections:

1. The Zoo shall obtain all necessary permits from the City's Department of Building and Inspections and DOTE.
2. Post-closing, the Zoo shall consolidate the parcels, as may be required by the Department of City Planning and Engagement prior to issuance of any building permits for the Pedestrian Bridge.

(D) Conveyance; Miscellaneous Closing Provisions. At the Closing, (i) the City shall convey the Vacation Property to the Zoo by a Quitclaim Deed in substantially the form of the attached Exhibit B (the "**Deed**"), convey the Pedestrian Bridge Easement in substantially the form of attached Exhibit C, and execute the Partial Release of ROW Easements. The Zoo shall pay all conveyance fees, transfer taxes, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing with respect to the Vacation Property, and from and after the Closing, the Zoo shall pay all real estate taxes and assessments thereafter becoming due with respect to the Vacation Property. The Zoo hereby guarantees

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the payment of all taxes and assessments that are a lien on the Dedication Property on the date of acceptance. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, the Zoo shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by the Zoo to the City.

(E) Contingencies; Parties' Right to Terminate. The Zoo shall bear all costs associated with satisfying the Closing Conditions. If, for any reason, either party opts not to move forward with the Closing because the Closing Conditions are not satisfied or because of their dissatisfaction with title (including without limitation any new easements, covenants and restrictions to be created as described herein), survey, environmental, or any other matters pertaining to the property interests being acquired by them, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

2. Improvements to Public Right-of-Way.

(A) Design and Construction of Improvements. The Zoo hereby agrees to design and construct an extension to Euclid Avenue, as depicted on Exhibit D hereto, in accordance with plans and specifications approved in writing by DOTE. Prior to the Closing, the Zoo shall (i) have dedicated the Dedication Property to public use by executing the Dedication Plat and (ii) have applied for the required permits from DOTE to improve the dedicated public right-of-way. The parties acknowledge and agree that upon completion of construction on the Euclid Avenue extension the City shall accept the extension of Euclid Avenue, subject to all approvals and warranties as required by DOTE, the City's Office of Environment and Sustainability, and the City Planning Commission, and subject to the passage by Cincinnati City Council of an ordinance to accept the Dedication Property. The Zoo acknowledges that, (i) if the Zoo does not construct the extension to Euclid Avenue in accordance with DOTE requirements, the City has no obligation to accept the dedication of the extension of Euclid Avenue as public right-of-way, and (ii) the City makes no guarantee that Cincinnati City Council will pass an ordinance to accept such dedication or improvements.

(B) Applicable Laws. The Zoo shall obtain, pay for and maintain all necessary street opening permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the construction of the improvements, including without limitation those set forth on Exhibit G (Additional City Requirements) hereto. The City makes no representations or other assurances to the Zoo that the Zoo will be able to obtain whatever variances, permits or other approvals from the City's Department of Planning and Engagement, DOTE, other City departments, the City Planning Commission, or City Council that may be required in connection with the improvement of the public right-of-way.

(C) Reports and Inspections during Construction. During construction, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether the Zoo is complying with its obligations under this Agreement. If the City determines that the improvements are not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving the Zoo reasonable prior written notice thereof, to stop such work and order its replacement at the Zoo's expense.

(D) Mechanics Liens. The Zoo shall not permit any mechanics' liens or other liens to be filed against the Dedication Property during construction. If a mechanics' lien shall at any time be filed, the

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Zoo shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.

(E) Barricade Fees Payable to DOTE. The Zoo acknowledges that (i) it may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate the Zoo's need for a barricade throughout construction and, if at any time after consultation with the Zoo DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

3. Insurance; Indemnification.

(A) Insurance. Throughout construction, the Zoo shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by the Zoo's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management prior to closing. The Zoo's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.

(B) Waiver of Subrogation. The Zoo hereby waives all claims and rights of recovery, and on behalf of the Zoo's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by the Zoo, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that the Zoo shall at all times protect against such loss or damage by maintaining adequate insurance.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Zoo shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of the Zoo, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of the Zoo in connection with the Project.

4. Default; Remedies.

(A) Default. The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of the Zoo to perform any obligation under this Agreement, and failure by the Zoo to correct such failure within thirty (30) days after the Zoo's receipt of written notice thereof from the City; *provided, however,* that if the nature of the default is such that it cannot reasonably be cured within 30 days, the Zoo shall not be in default so long as The Zoo commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after the Zoo's receipt of the City's initial notice of default. The foregoing

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notwithstanding, if the Zoo's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if the Zoo fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of the Zoo, the filing of any bankruptcy or insolvency proceedings by the Zoo, or the making by the Zoo of an assignment for the benefit of creditors; or

(iii) The filing of any bankruptcy or insolvency proceedings against the Zoo, or the appointment of a receiver (temporary or permanent) for the Zoo, or the attachment of, levy upon, or seizure by legal process of any of the Zoo's property, that, in each such event, is not released within 60 days after the filing thereof.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) terminate this Agreement by giving the Zoo written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of the Zoo, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. The Zoo shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of the Zoo under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

5. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, 4th Floor
Cincinnati, OH 45202

To the Zoo:

Cincinnati Zoo Properties, LLC
3400 Vine Street
Cincinnati, Ohio 45220
Attn: _____

If The Zoo sends a notice to the City alleging that the City is in default under this Agreement, The Zoo shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

6. Representations, Warranties, and Covenants. The Zoo makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) The Zoo is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

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

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

(v) The Zoo shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting the Zoo or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

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

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

7. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. The Zoo shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to the public right-of-way improvements, this Agreement, or the Zoo's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the public right-of-way improvements, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by the Zoo and furnished to the City shall be in such form as the City may from time to time require.

(B) City's Right to Inspect and Audit. During construction and for a reasonable period of time thereafter, the Zoo shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit the Zoo's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by the Zoo to the City, the Zoo shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

8. General Provisions.

(A) Assignment. The Zoo shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain 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.

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

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

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

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

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

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

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(K) No Brokers. The City and the Zoo represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

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

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

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

- Exhibit A (*Vacation Plat*)
- Exhibit B (*Quit Claim Deed – Vacation Property*)
- Exhibit C (*Pedestrian Bridge Easement*)
- Exhibit D (*Dedication Plat*)
- Exhibit E (*Dedication Property*)

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Exhibit F (*Form of Partial Release of ROW Easements*)
Exhibit G (*Additional City Requirements*)

[SIGNATURE PAGES FOLLOW]

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

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Recommended by:

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

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*The Zoo's Signature Page Follows*]

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CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

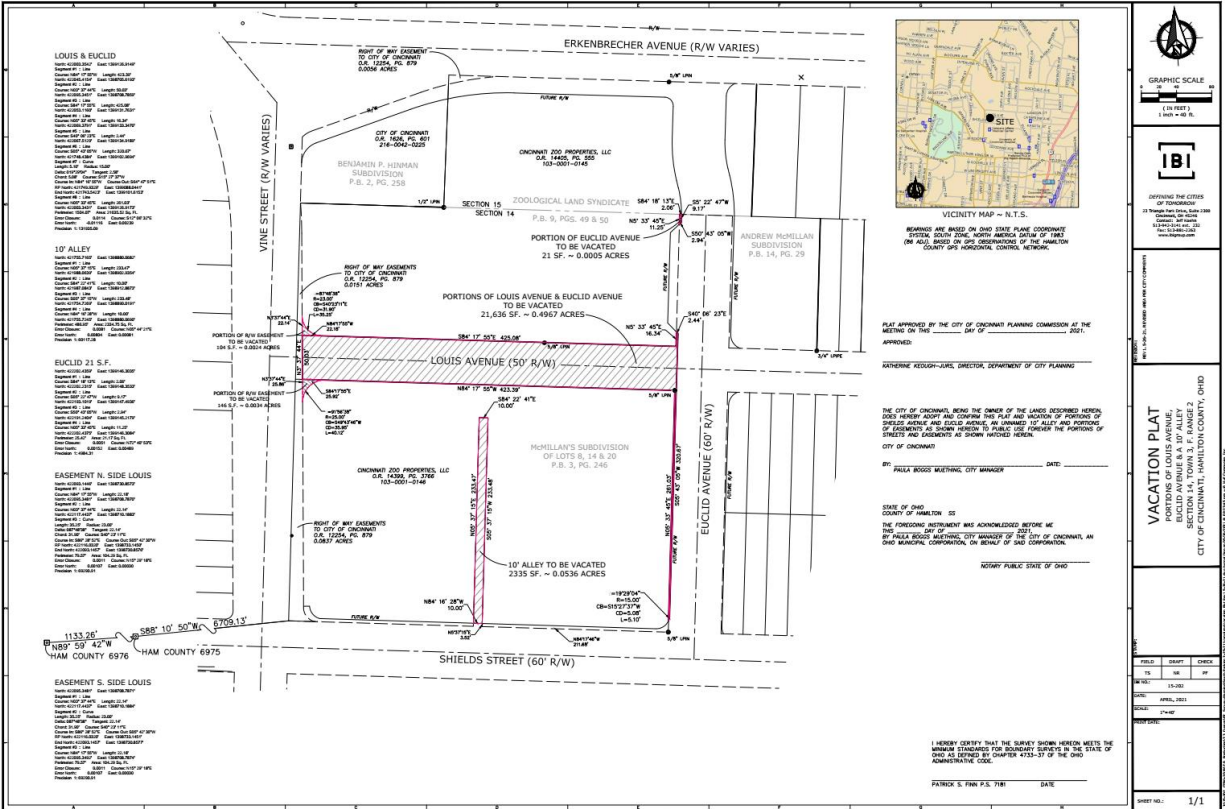
Date: _____, 2021

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Exhibit A

to Property Transfer Agreement

Vacation Plat



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Exhibit B

to Property Transfer Agreement

Quit Claim Deed – Vacation Property

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **CINCINNATI ZOO PROPERTIES, LLC, an Ohio limited liability company**, the tax-mailing address of which is 3400 Vine Street, Cincinnati, OH 45220, Attn: Lori Voss ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address: None (Portions of former public right-of-way designated as Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley)
Auditor's Parcel ID Nos.: None
Prior instrument reference: None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. [__]-2021, passed by Cincinnati City Council on [_____], 2021, the Property is hereby vacated as public right-of-way by the City.

Creation of Utility Easement. This conveyance is subject to R.C. Section 723.041 so that any affected public utility existing at the time of the conveyance shall be deemed to have a permanent easement in such vacated portions of Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities, unless and until such time as the public utility is re-located such that access to the public utility is no longer affected by the Property.

This conveyance was authorized by Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021.

[SIGNATURE PAGE FOLLOWS]

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Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00348156-4}

Exhibit A to Quitclaim Deed Vacation Plat

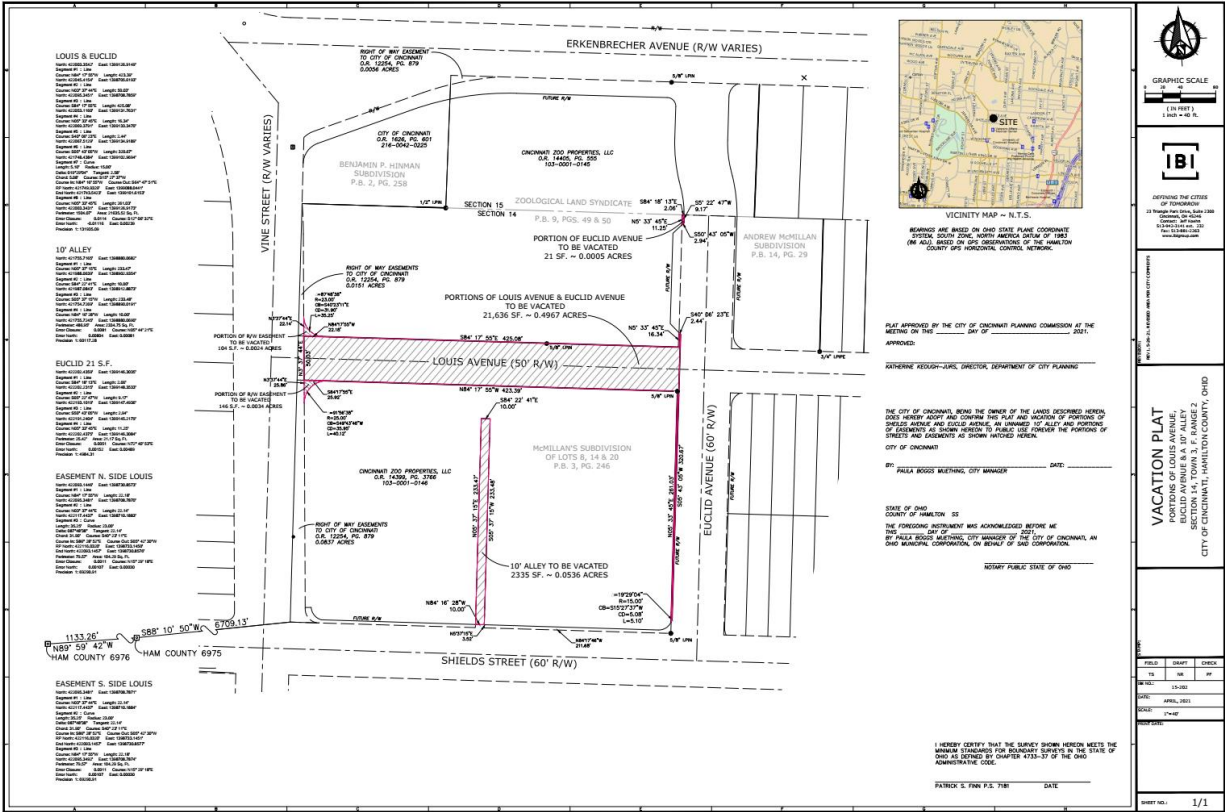


Exhibit B
to Quitclaim Deed

Legal Description

**PORTIONS OF LOUIS AVENUE &
EUCLID AVENUE VACATION**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portions of Louis Avenue and Euclid Avenue to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Page 246 and Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 8 courses:

1. In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the proposed easterly right of way line of Vine Street; thence
2. In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, South 84° 17' 55" East, 425.08 feet to a point in the westerly right of way line of Euclid Avenue; thence
4. In said westerly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to a point; thence
5. Leaving said westerly right of way line of Euclid Avenue, South 40° 06' 23" East, 2.44 feet to the proposed westerly right of way line of Euclid Avenue; thence
6. In said proposed westerly right of way line of Euclid Avenue, South 05° 43' 05" West, 320.67 feet to a point; thence
7. In a curve to the right having a radius of 15.00 feet, a delta angle of 19° 29' 04" and an arc distance of 5.10 feet subtended by a chord which bears South 15° 27' 37" West, 5.08 feet to a point in the existing westerly right of way of Euclid Avenue; thence
8. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 261.03 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21,636 Sq.Ft. or 0.4967 acres.

Exhibit B (Cont.)
to Quitclaim Deed

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

PORTION OF EUCLID AVENUE VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of Euclid Avenue to be vacated, Euclid Avenue originally platted by Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in the northwesterly corner in the northerly terminus of Euclid Avenue (60' R/W) and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In the northerly right of way of Euclid Avenue, South 84° 18' 13" East, 2.06 feet to a point in the proposed westerly right of way line of Euclid Avenue; thence
2. In said proposed westerly right of way line of Euclid Avenue, South 05° 22' 47" West, 9.17 feet; thence
3. Continuing in said proposed westerly right of way line of Euclid Avenue, South 50° 43' 05" West, 2.94 feet to a point in the existing westerly right of way of Euclid Avenue; thence
4. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 11.25 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21 Sq.Ft. or 0.0005 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

10' ALLEY VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a 10' unnamed alley to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), thence In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' unnamed alley; thence In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 3.52 feet to a point in the proposed northerly right of way of said Shields Street and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In said proposed northerly right of way of Shields Street, North 84° 16' 28" West, 10.00 feet to a point in the westerly right of way line of said 10' alley; thence
2. In said westerly right of way line of the 10' alley, North 05° 37' 15" East, 233.47 feet to a point in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, South 84° 22' 41" East, 10.00 feet to a point in the easterly right of way line of said 10' alley; thence
4. In said easterly right of way line of the 10' unnamed alley, South 05° 37' 15" West, 233.48 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 2,335 Sq.Ft. or 0.0536 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
NORTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit C

to Property Transfer Agreement

Pedestrian Bridge Easement

----- space above for county recorder -----

Property: Cincinnati Zoo

GRANT OF EASEMENT

This Grant of Easement is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), in favor of **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 (“**Grantee**”).

Recitals:

A. By virtue of a deed recorded in Deed Book 1626, Page 601, Hamilton County, Ohio Records, The City owns certain real property commonly known as the Cincinnati Zoological and Botanical Garden, which is under the management and control of the Board of Park Commissioners (the “**Park Board**”), as more particularly described on Exhibit A (Legal Description) hereto (the “**Zoo Property**”).

B. Pursuant to that certain *Contract* dated June 23, 1972, as amended, by and between the City and the Zoological Society of Cincinnati (the “**Zoo**”) pertaining to the operation and maintenance of the Zoo Property, the Zoo operates and maintains the Zoo Property. The Zoo owns or otherwise controls Grantee.

C. The City owns the adjoining Erkenbrecher Avenue public right-of-way, which is under the management and control of the City’s Department of Transportation and Engineering (“**DOT**”).

D. Grantee seeks to reconstruct and expand a surface parking lot located partially on the Zoo Property and partially on adjacent property owned by Grantee to benefit the Cincinnati Zoo and Botanical Garden (the “**Project**”). As part of the Project, Grantee has petitioned the City to grant aerial easement rights over Erkenbrecher Avenue so that Grantee may construct, maintain, and operate a pedestrian bridge (the “**Improvements**”) to facilitate pedestrian ingress and egress to and from said surface parking lot to the Cincinnati Zoo and Botanical Garden.

E. The City Manager, in consultation with the Park Board and DOTE, has determined that (i) granting the easement will not have an adverse effect on the City’s retained interest in the Zoo Property, (ii) granting the easement will not have an adverse effect on the City’s retained interest in the Erkenbrecher Avenue public right-of-way, and (iii) granting the easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

F. The City’s Real Estate Services Division has determined that the approximate fair market value of the easement is \$9,823; however, the City is agreeable to grant the easement to Grantee for \$0 in consideration of the economic and noneconomic benefits that the City will receive from the from the

Project that are anticipated to equal or exceed the fair market value of the easement because it is anticipated that the Project will enhance pedestrian and traffic flow around the Cincinnati Zoo and Botanical Garden, providing pedestrian safety, adding additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which is likely to stimulate economic growth and activity in the Avondale neighborhood.

G. The Park Board approved granting the easement at its meeting on [_____].

H. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the easement at its meeting on September 17, 2021.

I. Execution of this instrument was authorized by Ordinance No. [____]-[____], passed by Cincinnati City Council on [_____], 2021.

NOW THEREFORE, the City does hereby agree as follows:

1. **Grant of Easement.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, the following easement rights: (i) a non-exclusive easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement on, under, over, and across portions of Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B (Survey Plat) and described on Exhibit C (Legal Description –Easement Area) hereto; and (ii) a non-exclusive aerial encroachment easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement over and across those portions of the Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C hereto (the “**Pedestrian Bridge Easement**”, or the “**Pedestrian Bridge Easement Area**”, as applicable).

2. **Permitted Use; Utilities; Termination.**

(A) Permitted Use. Grantee, the Zoo and their agents, employees, invitees, licensees, and members of the general pedestrian public shall have the right to pass over and across the Improvements located within the Pedestrian Bridge Easement Area on foot or in wheelchair or similar ambulatory device to and from the Zoo Property and Grantee’s adjacent property (the “**Permitted Use**”). Grantee shall not use or permit the use of the Pedestrian Bridge Easement in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of the Permitted Use.

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

3. **Construction; Alterations; Maintenance and Repairs; No Liens.**

(A) Construction. The Improvements shall be constructed and maintained in accordance with the plans and specifications approved by the Park Board and DOTE, and in accordance with applicable code standards.

(B) No Alterations. Once installed, Grantee shall not make any enlargements or other modifications to the Improvements without the prior written consent of the City.

(C) Maintenance and Repairs. Grantee, at no cost to the City, shall maintain the Improvements in a continuous state of good condition and repair, including, without limitation to, all usual and necessary maintenance and repairs related to use by members of the pedestrian public. Grantee acknowledges that there may be existing easements for utility lines and related facilities in the vicinity of the Pedestrian Bridge Easement ("**Third Party Utility Lines**"). In connection with Grantee's construction, maintenance, repair and use of the Improvements, Grantee shall not interfere with the access of utility companies to maintain and repair the Third Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees or invitees. Any relocation of Third Party Utility Lines necessitated by Grantee's activities under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

(D) No Liens. Grantee shall not permit any mechanics liens to attach to the Zoo Property in connection with work performed by or at the request of Grantee.

4. Insurance; Indemnification. In addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City and the Park Board as additional insureds, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Pedestrian Bridge Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City and the Park Board harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorney's fees), liability and damages suffered or incurred by, or asserted against, the City or Park Board in connection with Grantee's respective construction, maintenance, repair, use, or other matters associated with the Improvements.

5. Coordinated Report Conditions (CR #11-2021). The following additional conditions shall apply:

(A) DOT:

(i) The design and development of the Improvements shall be in accordance with the City of Cincinnati's Subdivision and Development Streets Manual, dated June 1, 2012, particularly Sections 131.05, 243.01 and 243.02.

(ii) The Improvements must maintain pedestrian clearances to meet city standards and ADA.

(iii) The Improvements shall provide a minimum clearance of 16 feet above the roadway surface.

(iv) Grantee shall perform an annual structural inspection of the Improvements in accordance with National Bridge Inspection Standards and the Ohio Department of Transportation Manual of Bridge Inspection. A copy of such report shall be filed with the City Department of Transportation within 30 days of the date of inspection.

(B) MSD:

(i) At the proposed location for the Bridge over Erkenbrecher Ave, exists an 18" vitrified clay sewer approximately 15 feet deep.

(ii) A MSDGC Excavation and Fill (E/F) permit as well as bond may be necessary for any pre-design, geotechnical activity, construction, construction traffic, earthwork, or any other construction activity at or near existing public sewers and depending on the final design of the concept provided with the permit application. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing of existing public sewers, etc) and depending on the final plan and profiles with elevations and dimensions for permanent structures proposed such as the modular block wall system and foundation locations, column/pier/endcaps and foundation locations, with respect to existing sewers. Information and loading calculations will be needed for MSDGC review from the project to ensure no additional loads are exerted on existing sewers as the result of proposed structures. All requirements described in this paragraph shall be established by the MSDGC E/F Permit.

(C) GCWW: Within the existing Erkenbrecher Avenue public right-of-way there is an existing 12" public water main. The petitioner must contact OUPS to have the water main field located and marked in the field prior to construction. Any damage done to the existing 12" water main as a result of the construction of the Improvements must be repaired entirely at Grantee's expense and at no cost to the City.

(D) Cincinnati Bell: There are existing underground telephone facilities at this location. The existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the Grantee's expense.

6. Default. If Grantee, its successors-in-interest, or assigns fail to perform any maintenance, repair, or other work obligation as set forth herein, and fails to address the same to the satisfaction of the City within thirty (30) days after receiving written notice thereof from the City, the City shall have the right, but not the obligation, to perform such maintenance, repair, or other work, at their expense, payable within ten (10) days after receiving an invoice from the City evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to the City for the payment of such work.

7. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and Grantee, and be binding upon Grantee, and its successors-in-interest with respect to the Zoo Property and Grantee's adjacent property, which adjacent property is more particularly described on Exhibit D (Grantee's Adjacent Property) hereto.

8. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

9. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Cincinnati Park Board, 950 Eden Park Drive, Cincinnati, OH 45206. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

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

11. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
 Exhibit A – *Legal Description – Zoo Property*
 Exhibit B – *Survey Plat*
 Exhibit C – *Legal Description – Easement Area*
 Exhibit D – *Grantee’s Adjacent Property*

Executed by the City on the date of acknowledgement set forth below (the “**Effective Date**”).

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
 COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

 Notary Public
 My commission expires: _____

Recommended by:

 Kara Kish, Director
 Cincinnati Park Board of Commissioners

Recommended by:

 John S. Brazina, Director
 Department of Transportation and Engineering

Approved as to Form:

 Assistant City Solicitor

[*Grantee’s Signature Page Follows*]

Acknowledged and agreed to by:

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, 214
Cincinnati, OH 45202

EXHIBIT A
to
Grant of Easement

Legal Description - Zoo Property

PARCEL ONE.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows, to-wit:

Being in Section 15, Township 3, Fractional Range 2 of the Miami Purchase, and being all of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision, according to plat recorded in Plat Book 9, pages 49 and 50 of the Hamilton County records; said lots each fronting 50 feet on the easterly side of Vine Street and each extending back 125 feet in depth, being part of the premises conveyed to the grantor by Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, by deed recorded in Deed Book 831, page 523 of said records.

PARCEL TWO.

The west 15 feet of lot No. 65 of the said Zoological Land Syndicate Subdivision, being a strip of land fronting 15 feet on the north side of Erkenbrecher Avenue, running back northwardly 150 feet between parallel lines to the property hereinafter described as parcel number nine (9); being the said property conveyed to the grantor by deed from Sarah Terrell and husband, recorded in Deed Book 945, page 502 of said records.

PARCEL THREE.

A triangular portion of Lot No. 46 of the said Zoological Land Syndicate Subdivision described as follows: Beginning at a point on the dividing line between Lots 46 and 47 of said subdivision where the same is intersected by the easterly line of said subdivision, thence southwestwardly on said dividing line 16 feet; thence northwardly to a point in the easterly line of said lot No. 46 which is distant 15.42 feet, measured on said westerly line of said Lot No. 46, from the point of beginning; thence southeastwardly with said easterly line of said Lot No. 46, 15.42 feet to the place of beginning; being the same premises conveyed to the grantor by deed from Christine DeLaCroix and husband, recorded in Deed Book 1115, page 483 of said records.

EXHIBIT A (Cont.)

PARCEL FOUR.

All of lots 15, 21, 22 and 23 of Archibald Irwin's Subdivision as recorded in Deed Book 148, page 439 of the records of Hamilton County, Ohio; also lots Nos. 8 and 10 of said subdivision excepting therefrom a strip 48 feet in width at the west end of said lots heretofore sold and conveyed by deed recorded in Deed Book 508, page 485 of said records; the portion of said lots Nos. 8 and 10 hereby conveyed together fronting 239 feet on the west side of North Street as laid out on the plat of said subdivision and extending westwardly 150 feet; also lots Nos. 12 and 14, of said subdivision saving and excepting a parcel, commencing at the southwest corner of said lot No. 14 and extending northwardly therefrom upon the west line of said lot 30 feet, thence eastwardly on a line parallel to the south line of said lot 141 feet; thence southwardly on a line parallel to the west line of said lot 30 feet; thence westwardly along the south line of said lot 141 feet to the place of beginning, being the property heretofore sold and conveyed to one A. Pfeiffer, said lots 12 and 14 hereby conveyed together fronting 239 feet on the west side of North Street by 239 feet on the south side of West Street saving and excepting said lot 30 by 141 feet hereinabove described; also the east end of lots Nos. 11 and 13 in said subdivision commencing at the northeast corner of said Lot No. 11 on West Street and extending westwardly along the south line of West Street 9 feet; thence southwardly at right angles to West Street 209 feet; thence eastwardly on a line parallel to the south line of West Street 9 feet, thence northwardly along the east line of lots Numbers 11 and 13, 209 feet to the south line of West Street to the place of beginning; Also all property adjacent to said lots 8, 10, 12, 14, 15, 16, 17, 19, 20, 21, 22 and 23 of said subdivision that was formerly contained within the limits of North Street and West Street as laid out on the recorded plat of said subdivision insofar as said streets abutted on the property herein conveyed; said parts of said streets having been vacated by the City of Cincinnati by ordinance passed by the Council thereof on May 21, 1906. Said property referred to as Parcel 4, having been conveyed to the grantor by three deeds, one from Hulda Stallo, et al., dated April 8, 1907, recorded in Deed Book 977, page 22; one from the Humboldt Lodge No. 274 Independent Order of Odd Fellows, dated June 29, 1905, recorded in Deed Book 940, page 8 of said records; and one from Jacob Niemeyer, et al. dated June 30, 1905, and recorded in Deed Book 923, page 5 of said records.

EXHIBIT A (Cont.)

PARCEL FIVE.

All of lots 191, 192, 193 and 194 of the Mt. Auburn and Avondale Syndicate Subdivision as shown on plat recorded in Plat Book 8, page 44 of said records, excepting a strip 60 feet wide off the east side of said lots conveyed to the City of Cincinnati by deed from the grantor herein recorded in Deed Book 1022, page 371 of said records. 113

PARCEL SIX.

That lot of land beginning in the center of Forest Avenue, at the northeast corner of lot No. 17, of B.P. Hinman's Subdivision as recorded in Plat Book 2, page 258 of said records; thence west along the center of said Forest Avenue 280 feet more or less to the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence southeastwardly along the east line of said right of way 465 feet more or less to the east line of said lot No. 17 aforesaid, thence north along the east line of said lot No. 17 to the place of beginning, containing 1.44 acres of land more or less 112

and being the same property conveyed to the grantor by Thomas Evans and wife by deed dated June 8, 1903, and recorded in Deed Book 889, page 627 of said records.

PARCEL SEVEN.

Beginning at the southwest corner of Forest Avenue and Dury (formerly Western) Avenue as dedicated by Harrison D. Durrell, et al. by deed dated December 2, 1896; thence north 87 degrees, 39 minutes west along the south line of Forest Avenue 135.10 feet more or less to the east line of Lot No. 17 of B.P. Hinman's Subdivision, thence southwardly along the east line of said lot No. 17, four hundred and nineteen and 87/100 (419.87) feet more or less to the northwest corner of lot 194 of the Mt. Auburn and Avondale Syndicate Subdivision, thence along the northern boundary of said lot 194, south 47 degrees, 55 minutes east 98.18 feet, thence southeastwardly by a curve 1019.80 feet radius, 88.26 feet to the west line of Dury Avenue, thence north one degree, 36 minutes east along the west line of said Dury Avenue, 530.95 feet to the place of beginning, excepting a strip 60 feet wide off the east side of the property so described, conveyed to the City of Cincinnati by the grantor by deed recorded in Deed Book 1022, page 391 of said records; being the same property, less said exception, conveyed to the grantor by five deeds, one from Richard T. Durrell and wife, dated May 23, 1903, and recorded in Deed Book 889, 216 115

EXHIBIT A (Cont.)

PARCEL NINE.

Beginning in the south line of Section 15, Township 3, Fractional Range 2 of the Miami Purchase, at the southwest corner of the first tract described in a deed from John Hauck to Marmet, et al., recorded in Book 628, page 181, of Hamilton County Records; thence along said Section line north 88 degrees, 30 minutes west 545 feet to the southwest corner of a strip of land conveyed by Thomas French to William Wilshire, et al. by deed recorded in Book 448, page 469 Hamilton County records; thence with the west line of said strip north 23 degrees, 59 minutes west 143.38 feet, more or less to the southwest corner of the second described tract in the deed from John Hauck to said Marmet, et al., thence north 50 degrees east, 300 and 42/100 feet; thence north 40 degrees west, 25 feet; thence north 50 degrees east, 155 feet; thence north 40 degrees, west

864.74 feet; thence north 2 degrees, 6 minutes east 669.38 feet along the east boundary line of lots 8 and 9 of the Zoological Land Syndicate Subdivision and the east boundary line of premises formerly owned by Louise Knabe and the east line of the Moessinger and Hoffmann Subdivision, a plat of which is recorded in Plat Book 4, page 305 Hamilton County Records; thence south 88 degrees, 30 minutes east 1187 feet more or less to a point in the center of Forest Avenue, which is the northwest corner of the third described tract in the deed from John Hauck to said Marmet, et al., and in the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence south-eastwardly along the right of way of said railroad 465 feet more or less to the southeast corner of said third described tract; thence south 2 degrees, 6 minutes west 1044 feet, more or less to the northeast corner of the tract first described in the deed of John Hauck to Marmet, et al., thence with the line of the same north 88 degrees, 30 minutes west 600 feet; thence south 2 degrees, 6 minutes west, 360 feet to the place of beginning, containing forty-five (45) acres more or less, and being parts of Lots One (1), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Seventeen (17), Nineteen (19), and Twenty (20) and all of lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Eighteen (18) of B.P. Hinman's Subdivision, as recorded in Plat Book No. 2, page 258 of the Hamilton County Records.

EXHIBIT A (Cont.)

The foregoing tract of land being part of the premises conveyed to the grantor by the deed from Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, recorded in Deed Book 831, page 523, of the Hamilton County Records, subject, however, to all rights of the City of Cincinnati in Vine Street, Erkenbrecher Avenue and Forest Avenue included therein, and including a triangular lot acquired by the City of Cincinnati for widening the intersection of the east line of Vine Street with the south line of Erkenbrecher Avenue.

PARCEL TEN.

Beginning at the southwest corner of Forest and Dury Avenues; thence south on the west line of Dury Avenue 150 feet to a point; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence north parallel to the west line of Dury Avenue to the south line of Forest Avenue; thence east on the south line of Forest Avenue to the place of beginning, excepting therefrom a triangular parcel of land at the southwest corner of Dury and Forest Avenues described as follows:

Beginning at a point in the south line of Forest Avenue 60 feet west of the southwest corner of Dury and Forest Avenue; thence eastwardly 60 feet to the southwest corner of Dury Avenue and Forest Avenues; thence southwardly

572 along the west line of Dury Avenue 60 feet to a point, and from said point northwestwardly to the place of beginning.

PARCEL ELEVEN.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and in Section 15, Town 3, Fractional Range 2 of the Miami Purchase, and being also part of Lots 191, 192 and 193 of the Mt. Auburn and Avondale Syndicate Subdivision as recorded in Plat Book 8, Volume 1, page 44 of the plat records of Hamilton County, Ohio, and bounded as follows:

Beginning at a point in the west line of Dury Avenue which is the southeast corner of said Lot 191; thence north along the west line of Dury Avenue to a point 150 feet south of the southwest corner of Dury Avenue and Forest Avenue; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence south parallel to the west line of Dury Avenue to a point in the south line of said lot 191; thence east on the south line of said lot 191 to the place of beginning.

EXHIBIT A (Cont.)

PARCEL TWELVE.

Situate in the City of Cincinnati, Hamilton County, Ohio, and being part of Section 15, Township 3, Fractional Range 2 of the Miami Purchase and further described as follows:

Being all of lots One hundred and Eighty-Two (182), One hundred and eighty-three (183) and One Hundred and eighty-four (184) of the Mt. Auburn and Avondale Syndicate Subdivision made by Robert Allison, et al., Trustee, as shown by the plat of said Subdivision recorded in Plat Book 8, No. 1, page 44 in the Recorder's Office of Hamilton County, Ohio.

Excepting from the above described parcels of real estate the following described property:

Beginning at a point at the intersection of the east line of Beldare Avenue (formerly Belvedere) with the south line of what was formerly West Street, now vacated by Ordinance of the City of Cincinnati, No. 1403-1906; thence southwardly along the east line of Beldare Avenue (formerly Belvedere) a distance of 208.60 feet; thence eastwardly parallel to West Street a distance of 150.65 feet; thence northwardly parallel to Beldare Avenue (formerly Belvedere) a distance of 208.60 feet to a point in the south line of West Street; thence westwardly along the south line of West Street a distance of 150.65 feet to the place of beginning; being part of lots Numbers twelve (12) and fourteen (14) of Archibald Irwin's Subdivision, as recorded in Deed Book 148, page 440 of the records of Hamilton County, Ohio. Also an easement from Beldare Avenue (formerly Belvedere) running through West Street, now vacated, to a point 150 feet east of the east line of Beldare Avenue (formerly Belvedere) for the purpose of giving Henry Allendorf, his heirs and assigns access to garages all as set forth in the deed from the Central Trust Company, grantor therein to Henry Allendorf, dated May 9, 1928, and recorded in Deed Book 1459, page 551 of the records of Hamilton County, Ohio.

Excepting further the following described property:

Beginning at a point in the north line of Erkenbrecher Avenue which point is seven hundred and forty-eight and ninety-five hundredths (748.95) feet more or less west of Dury Avenue as measured along the north line of Erkenbrecher Avenue and which point is in the west line of lot 55 of Zoological Land Syndicate Subdivision and which point is also in the east line of the grantor's land; thence north eighty-eight degrees, thirty-seven minutes (88°37') west along said north line of Erkenbrecher Avenue one hundred eighty-two and eighty-seven hundredths (182.87) feet; thence on a curved line having a

EXHIBIT A (Cont.)

radius of one hundred and twenty five (125.0) feet and deflecting to the right forty-eight degrees thirty-seven minutes ($48^{\circ}37'$) one hundred and five and sixty-six hundredths (105.66) feet to the northeasterly line of Vine Street; thence north forty degrees (40°) west along said line of Vine Street three hundred and thirty-three and nineteen hundredths (333.19) feet to a point twenty (20.0) feet distant from the west line of the grantor's land as measured along the northeast line of Vine Street; thence north fifty degrees (50°) east and parallel with the said grantor's west line ten (10.0) feet; thence south forty degrees (40°) east three hundred and thirty-three and nineteen hundredths (333.19) feet; thence on a curved line having a radius of one hundred and fifteen (115.0) feet and deflecting to the left forty-eight degrees and thirty-seven minutes ($48^{\circ}37'$) ninety-seven and twenty hundredths (97.20) feet; thence south eighty-eight degrees thirty-seven minutes east one hundred eighty-two and ninety-seven hundredths (182.97) feet (S $88^{\circ} 37'$ E 182.97) to the east line of grantor's land; thence south two degrees west ten feet (S 2° W 10) to the place of beginning, being a part of Lots 9, 10 and 11 Hinman's Subdivision as recorded in Plat Book 2, page 258 and part of lots 47, 50, 51 and 54 of The Zoological Land Syndicate Subdivision as recorded in Plat Book 9, page 49, Hamilton County Records and containing one hundred and forty-two thousandths (0.142) acres; also an easement for slopes two (2) feet in width for each foot in elevation above or below the curb grade of Erkenbrecher Avenue and Vine Street adjoining to the north, the entire length of the ten (10) foot strip as described above, being the same premises heretofore conveyed by deed dated March 31, 1931, and recorded in Deed Book 1575, page 58, of the records of Hamilton County, Ohio.

Excepting further the following, being an easement for loop purposes granted to The Cincinnati Street Railway Company, on the following described property:

Beginning at a point ten (10) feet north of the northeast line of Vine Street as measured along a line running parallel with and twenty (20) feet east from the west line of Lot 47 of Zoological Land Syndicate Subdivision, recorded in Plat Book 9, page 49, Hamilton County Recorder's Office; thence north fifty degrees (50°) east parallel with said west line of lot 47, ninety (90) feet; thence south forty degrees east eighty feet (S 40° E 80') thence due south one hundred and forty (140) feet to a point ten (10) feet north Fifty (50°) degrees east of Vine Street; thence north forty degrees (40°) west parallel with Vine Street one hundred and eighty-seven and twenty-six hundredths (187.26) feet to the place of beginning, being a part of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision and a part of Lot 11 of B. P. Hinman's Subdivision, and containing two hundred and seventy-seven thousandths (0.277) acres, and being the same premises heretofore conveyed by deed dated March 30, 1931, and recorded in Deed Book 1572, page 318 of the records of Hamilton County, Ohio.

EXHIBIT B
to
Grant of Easement
Survey Plat

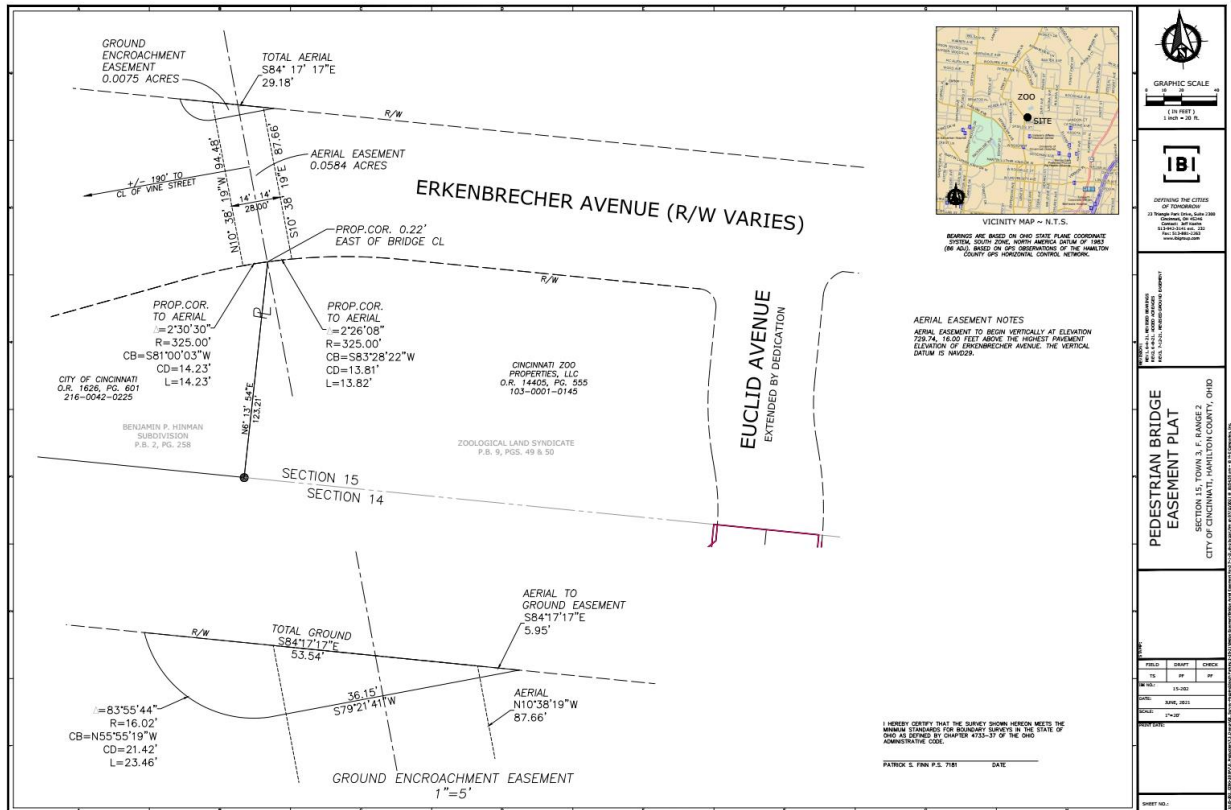


EXHIBIT C
to
Grant of Easement

Legal Description-Easement Area

PEDESTRIAN BRIDGE GROUND ENCROACHMENT EASEMENT IN ERKENBRECHER AVENUE R/W

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Ground Encroachment Easement in Erkenbrecher Avenue right of way, approximately 190 feet east of Vine Street, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021; thence

In said southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears North 83° 28' 22" East, 13.81 feet to a point; thence

Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 87.66 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence

In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 5.95 feet to a point being the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described; thence the following 3 courses:

1. Leaving said northerly right of way line of Erkenbrecher Avenue; South 79° 21' 41" West, 36.15 feet to a point; thence
2. In a curve to the right having a radius of 16.02 feet, a delta angle of 83° 55' 44" and an arc length of 23.46 feet subtended by a chord which bears North 55° 55' 19" West, 21.42 feet to a point in said northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 53.54 feet to the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described.

Containing 333 S.F. or 0.0075 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT C (Cont.)
to Grant of Easement

PEDESTRIAN BRIDGE AERIAL EASEMENT OVER ERKENBRECHER AVENUE

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Aerial Easement over Erkenbrecher Avenue approximately 190 feet east of Vine Street, the bottom of said easement being 16.00 feet above the highest pavement elevation of said Erkenbrecher Avenue and being at elevation 729.74 (Vertical Datum NAVD29), all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021, said point being at said elevation 729.74 (Vertical Datum NAVD29) and being the TRUE POINT OF BEGINNING of this Aerial Easement herein described; thence the following 5 courses:

1. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 30' 30" and an arc length of 14.23 feet subtended by a chord which bears South 81° 00' 03" West, 14.23 feet to a point; thence
2. Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 94.48 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 29.18 feet to a point; thence
4. Leaving said northerly right of way line of Erkenbrecher Avenue, South 10° 38' 19" East, 87.66 feet to a point in said southerly right of way line of Erkenbrecher Avenue; thence
5. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears South 83° 28' 22" West, 13.81 feet to the TRUE POINT OF BEGINNING of this Aerial Easement herein described.

Aerial Easement Horizontal Area = 2,544 S.F. or 0.0584 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT D
to Grant of Easement

Grantee's Adjacent Property

Tract I:

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007)	O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 637 (103-0001-0006)	O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004)	O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002)	O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139)	O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164)	O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166)	O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168)	O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)	

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT D (Cont.)
to Grant of Easement

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

EXHIBIT D (Cont.)
to Grant of Easement

Tract II:

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence
7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E

to Property Transfer Agreement

Dedication Property

EUCLID AVENUE, ERKENBRECHER AVENUE & VINE STREET 0.3881 ACRES DEDICATION

Situate in Section 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555 and also a portion of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Andrew McMillan Subdivision, Plat Book 14, Page 29 and Benjamin P. Hinman Subdivision, Plat Book 2, Page 258, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W) said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 25 courses:

1. In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to a point being in the northerly terminus of said Euclid Avenue; thence
2. In said northerly terminus of Euclid Avenue, North 84° 18' 13" West, 57.94 feet to an Iron Pin Set; thence
3. In the proposed westerly right of way line of Euclid Avenue extended in a curve to the left having a radius of 128.00 feet, a delta angle of 13° 36' 44" and an arc length of 30.41 feet subtended by a chord which bears North 02° 45' 17" West, 30.34 feet to an Iron Pin Set; thence
4. Continuing in said proposed westerly right of way line of Euclid Avenue, North 09° 33' 39" West, 8.26 feet to an Iron Pin Set; thence
5. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the right having a radius of 182.00 feet, a delta angle of 15° 16' 45" and an arc length of 48.53 feet subtended by a chord which bears North 01° 55' 17" West, 48.39 feet to an Iron Pin Set; thence
6. Continuing in said proposed westerly right of way line of Euclid Avenue, North 05° 43' 05" East, 36.37 feet to an Iron Pin Set; thence
7. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the left having a radius of 10.00 feet, a delta angle of 90° 05' 21" and an arc length of 15.72

Exhibit E (Cont.)
to Property Transfer Agreement

- feet subtended by a chord which bears North 39° 19' 35" West, 14.15 feet to an Iron Pin Set in the proposed southerly right of way line of Erkenbrecher Avenue; thence
8. In said proposed southerly right of way line of Erkenbrecher Avenue, North 84° 22' 16" West, 170.97 feet to an Iron Pin Set; thence
 9. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 21° 12' 12" and an arc length of 120.27 feet subtended by a chord which bears South 85° 01' 38" West, 119.59 feet to an Iron Pin; thence
 10. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue, South 74° 25' 33" West, 113.60 feet to an Iron Pin Set; thence
 11. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 68° 48' 18" and an arc length of 30.02 feet subtended by a chord which bears South 40° 01' 24" West, 28.25 feet to an Iron Pin Set in the existing easterly right of way line of Vine Street; thence
 12. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 29.53 feet to a point in the existing southerly right of way line of Erkenbrecher Avenue; thence
 13. In said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 29.00 feet, a delta angle of 25° 37' 07" and an arc length of 12.97 feet subtended by a chord which bears North 61° 42' 01" East, 12.86 feet to a point; thence
 14. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 74° 30' 35" East, 131.63 feet to a point; thence
 15. Continuing in said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 336.73 feet, a delta angle of 05° 32' 32" and an arc length of 32.57 feet subtended by a chord which bears North 77° 36' 51" East, 32.56 feet to a point; thence
 16. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 06° 13' 54" East, 10.43 feet to a point; thence
 17. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 325.45 feet to an Iron Pin Set in the proposed easterly right of way line of Euclid Avenue extended; thence
 18. In said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 12' 50" and an arc length of 18.49

Exhibit E (Cont.)
to Property Transfer Agreement

feet subtended by a chord which bears South 38° 49' 30" West, 17.48 feet to an Iron Pin Set; thence

19. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 49.61 feet to an Iron Pin Set; thence
20. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 122.00 feet, a delta angle of 15° 16' 45" and an arc length of 32.53 feet subtended by a chord which bears South 01° 55' 17" East, 32.44 feet to an Iron Pin Set; thence
21. Continuing in said proposed easterly right of way line of Euclid Avenue, South 09° 33' 39" East, 8.26 feet to an Iron Pin Set; thence
22. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the right having a radius of 188.00 feet, a delta angle of 15° 16' 45" and an arc length of 50.13 feet subtended by a chord which bears South 01° 55' 17" East, 49.99 feet to an Iron Pin Set; thence
23. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 131.02 feet to an Iron Pin Set; thence
24. Continuing in said proposed easterly right of way line of Euclid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 72° 31' 46" and an arc length of 20.25 feet subtended by a chord which bears South 30° 32' 48" East, 18.93 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
25. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 12.90 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.3881 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.



Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE EAST 0.0086 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in Official Record 12561, Page 651 and Official Record 12638, Page 1350, originally platted by Andrew McMillan Subdivision, Plat Book 14, Page 29, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Eulid Avenue (60' R/W), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 6 courses:

1. In said existing easterly right of way line of Eulid Avenue, North 05° 33' 45" East, 274.48 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 11.30 feet to an Iron Pin Set in the proposed easterly right of way line of Eulid Avenue; thence
3. In said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 56' 25" and an arc length of 18.69 feet subtended by a chord which bears South 39° 11' 18" West, 17.65 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Eulid Avenue, South 05° 43' 05" West, 252.07 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 28° 42' 56" and an arc length of 8.02 feet subtended by a chord which bears South 08° 38' 23" East, 7.94 feet to an Iron Pin Set in said existing northerly right of way line of Shields Street; thence
6. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 2.79 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0086 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE WEST 0.0261 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W); thence In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to an Iron Pin Set and being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 4 courses:

1. North 40° 06' 23" West, 14.29 feet to an Iron Pin Set; thence
2. North 05° 43' 05" East, 102.55 feet to an Iron Pin Set; thence
3. North 50° 43' 05" East, 14.03 feet to an Iron Pin Set in said existing easterly right of way line of Euclid Avenue; thence
4. In said existing easterly right of way line of Euclid Avenue, South 05° 33' 45" West, 122.43 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0261 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE & SHIELDS 0.0979 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 8 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 274.45 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 8.02 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street, South 03° 43' 55" West, 257.52 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 86° 14' 07" East, 6.79 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Vine Street in a curve to the left having a radius of 15.50, a delta angle of 72° 36' 23" and an arc distance of 19.64 feet subtended by a chord which bears South 35° 55' 14" East, 18.35 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
6. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 174.54 feet to an Iron Pin Set in the westerly right of way line of a 10' alley; thence
7. In said westerly right of way line of a 10' alley, South 05° 37' 15" West, 3.53 feet to a point in said existing northerly right of way line of Shields Street; thence
8. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 210.00 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0979 acres.

Exhibit E (Cont.)
to Property Transfer Agreement

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE 0.0128 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 150.00 feet to a point in the line common to a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601; thence
2. In said line common to City of Cincinnati, South 84° 17' 55" East, 0.18 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street in a curve to the right having a radius of 510.00 feet, a delta angle of 03° 52' 16" and an arc distance of 34.46 feet subtended by a chord which bears South 01° 51' 01" West, 34.45 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 03° 43' 17" West, 115.70 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
5. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 6.28 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0128 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

SHIELDS 0.0178 DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing northerly right of way of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' alley; thence
2. In said easterly right of way line of a 10' alley, North 05° 37' 15" East, 3.52 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
3. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 197.51 feet to an Iron Pin Set; thence
4. Continuing in said proposed northerly right of way line of Shields Street in a curve to the left having a radius of 15.00, a delta angle of 70° 31' 23" and an arc distance of 18.46 feet subtended by a chord which bears North 60° 27' 50" East, 17.32 feet to an Iron Pin Set in said existing westerly right of way line of Euclid Avenue; thence
5. In said existing westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 13.44 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0178 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.



PATRICK S.
FINN
S-7181
6-21-2021

Exhibit F

to Property Transfer Agreement

Form of Partial Release of ROW Easements

[SPACE ABOVE FOR RECORDER'S USE]

Property: Auditor's Parcel No.: _____

PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENTS

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

Recitals:

A. By virtue of an instrument recorded in Official Record 14399, Page 3756; and Official Record 14405, Page 555, Hamilton County, Ohio Records, **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, **f/k/a CINCINNATI ZOO FOUNDATION PROPERTIES, LLC** (the "**Zoo**") holds title to certain real property in Cincinnati generally located along the east side of Vine Street, between Erkenbrecher Avenue and Shields Street, as more particularly described on Exhibit A (*Encumbered Property*) hereto (the "**Property**").

B. By virtue of instruments recorded in Official Record Book 12254, Page 879; and Official Record Book 12254, Page 895, Hamilton County, Ohio Records, the City holds certain easements and restrictions pertaining to public rights-of-way that encumber the Property (the "**Right of Way Easements**").

C. The Zoo seeks to redevelop the Property and has requested the City to release certain portions of the Right of Way Easements (the "**Released Area**") to facilitate the proposed development as more particularly described on Exhibit B (*Legal Description – Released Area*) hereto.

D. The City Manager, in consultation with the City's Department of Transportation and Engineering, has confirmed that the Released Area is not needed for any municipal purpose, and the release and termination of the easements and restrictions with respect to the Released Area is not otherwise contrary to applicable laws, rules, and regulations affecting the Property; therefore, the City is agreeable to releasing the same to facilitate the development of the Property.

E. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the release and termination of the easements and restrictions with respect to the Released Area at its meeting on September 17, 2021.

F. Execution of this Release was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [____], 2021.

NOW THEREFORE, for valuable consideration received, the City does hereby release and terminate all terms, covenants, conditions, restrictions and other matters related to the Released Area and confirms that the same are null and void and of no further force or effect.

PROVIDED, HOWEVER, that this Release shall not be construed to release, terminate, waive or in any manner affect or invalidate the Right of Way Easement encumbering the Property outside of the Released Area, and all terms, covenants, conditions, restrictions and other matters related to the Right of Way Easement encumbering the Property outside of the Released Area, remain in full force and effect.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Paula Boggs Muething, City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

Exhibits:
Exhibit A – *Legal Description – Encumbered Property*
Exhibit B – *Legal Description – Released Area*

EXHIBIT A

to Partial Release of Release of Right of Way Easements

Legal Description – Encumbered Property

Tract I

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007) O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 837 (103-0001-0006) O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004) O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002) O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139) O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164) O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166) O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168) O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT A (Cont.)

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT A (Cont.)

Tract II

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence

EXHIBIT A (Cont.)

7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B

Partial Release of Release of Right of Way Easements

Legal Description –Released Area)

PORTION OF RIGHT OF WAY EASEMENT VACATION NORTHSIDE LOUIS AVENUE AT VINE STREET

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Loius Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B (Cont.)

Partial Release of Release of Right of Way Easements

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit G

to Property Transfer Agreement

Additional City Requirements

ADDITIONAL CITY REQUIREMENTS

The Zoo and the Zoo's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. The Zoo hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, the Zoo, or the Zoo's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with the Zoo by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements.

This Exhibit identifies certain Government Requirements that may be applicable to the Project, the Zoo, or its contractors and subcontractors. Because this Agreement requires that the Zoo comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that the Zoos, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a the Zoo is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on the Zoo, even where such obligations are not imposed on the Zoo by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates the Zoo to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if the Zoo is performing construction work for the City under a construction contract to which the City is a party, the Zoo shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in the Zoo and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which the Zoo receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to the Zoo at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if the Zoo receives City funds or other assistance, the Zoo and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by the Zoo or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, the Zoo and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following the Zoo and/or its general contractor's meet and confer activity, the Zoo shall provide to the City, in writing, a summary of the Zoo and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, the Zoo is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that the Zoo issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of the Zoo; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, the Zoo shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, the Zoo shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, the Zoo is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, the Zoo and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) the Zoo and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, the Zoo agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, the Zoo shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, the Zoo shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. the Zoo or its general contractor shall update the report monthly by the 15th. the Zoo or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the Zoo and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, the Zoo and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of the Zoo or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of the Zoo to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. the Zoo shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, the Zoo shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, the Zoo shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations

resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in the Zoo or in the Project, and the Zoo shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, the Zoo and its general contractor shall use its best efforts to post available employment opportunities with the Zoo, the general contractor's organization, or the organization of any subcontractor working with the Zoo or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively

“investigative bodies”) to release to the City’s Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City’s request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Zoo shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of

(a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. the Zoo represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, the Zoo shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If the Zoo or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, the Zoo shall be considered in default under this Agreement.

October 20, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

202103009

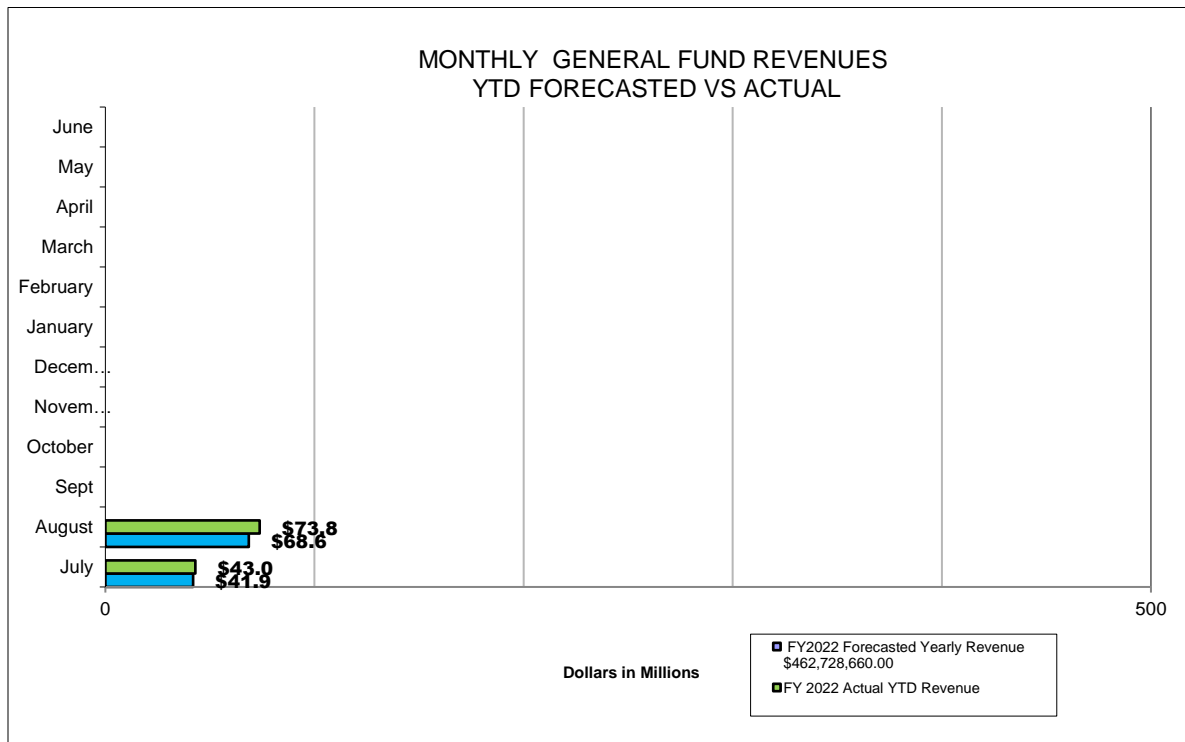
SUBJECT: Department of Finance Reports for the Month Ended August 31, 2021

**AUGUST 2021
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending August 31, 2021. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues is attached for review, including reports comparing current year actual revenue vs. forecasted revenue and prior year actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through August 31, 2021 and shows that actual revenue of \$73.8 million was above forecasted revenue of \$68.6 million by \$5.2 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	\$1,702,447	
City Income Tax	\$851,601	
Admissions Tax	\$313,283	
Short Term Rental Excise Tax	\$240,525	
Licenses & Permits	\$1,018,409	
Fines, Forfeitures, & Penalties	\$128,417	
Investment Income		
Local Government	\$402,446	
Casino	\$566,152	
Police		(\$9,009)
Buildings and Inspections	\$58,091	
Fire		(\$37,602)
Parking Meter	\$100	
Other		(\$49,077)
	<u>\$5,281,470</u>	<u>(\$95,688)</u>
Difference	\$5,185,783	

General Fund (favorable variance) is \$5.2 million above the amount forecasted thru August in the FY 2022 Budget. This is the second month's report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

General Property Tax (favorable variance) is up \$1.7 million. Revenue is greater than projected as a result of higher assessed property values utilized by the County Auditor.

Income Tax (favorable variance) is \$852k above the forecasted amount. The monthly projections for the first half of the fiscal year include employer withholding for remote workers as allowed by state law through December 31, 2021. The projections for the second half of the fiscal year have been reduced to account for potential refunds to these remote workers. Administration is watching income tax trends very closely due to the shift to remote work.

Admission Tax (favorable variance) is \$313k above estimate. Most venues have reopened, and the positive variance reflects such. Fiscal year estimates are conservative due to the uncertainty of the COVID-19 variants.

Short Term Rental Excise Tax (favorable variance) is \$241k above projections. This positive variance reflects the increase in travel and economic activity in the city.

License & Permits (favorable variance) is up \$1 million. There has been an uptick in building permit applications this summer. A large project at the Playhouse in the Park has added to the positive variance.

Local Government (favorable variance) is up \$402k. The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.

Casino (favorable variance) is up \$566k. The casino revenue is outperforming current estimates which have been set at pre-pandemic levels.

Restricted Funds:

Aviation (favorable variance) is \$300k above estimate versus what is shown in the attached report. This is due to a correction in project costs that were returned to source. Next month this report and the attachment will align.

Municipal Golf (favorable variance) is up \$544k. The Cincinnati Recreation Commission has experienced an increase in the utilization of the golf courses as the weather has been more than favorable this summer for the sport.

Recreation Special (unfavorable variance) is down \$400k. The Cincinnati Recreation Commission has experienced a reduction in revenue due to the cancellation of some team sports as a result of a shortage of game officials.

Hazard Abatement (unfavorable variance) is \$164k below the forecasted amount. The Vacant Buildings Maintenance License revenue is down due to the increased number of license waivers requested during the pandemic. In addition, Vacant Foreclosure License revenue is below estimate as a result of the reduced number of foreclosures processed during the pandemic.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of August 31, 2021.
2. Audit of the City Treasurer's Report for the month ended July 31, 2021
3. Statement of Balances in the various funds as of August 31, 2021.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager
Karen Alder, Finance Director