



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final-revised

### Budget and Finance Committee

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

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Monday, March 28, 2022

1:00 PM

Council Chambers, Room 300

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ROLL CALL

### PRESENTATIONS

**Cincinnati Retirement System 2022 Update**  
**Cincinnati Parks Department: Urban Forestry Special Assessment**  
**Cincinnati Parks Department: Urban Forestry Special Assessment**

### AGENDA

- 1.** [202200811](#) PRESENTATION submitted by John P. Curp, Interim City Manager, dated 3/28/2022, regarding the Cincinnati Retirement System (CRS) 2022 Update.  
**Sponsors:** City Manager  
**Attachments:** [Transmittal](#)  
[Presentation](#)
- 2.** [202200817](#) PRESENTATION submitted by John P. Curp, Interim City Manager, on behalf of the Cincinnati Parks Department, dated 3/28/2022, regarding the 2023 Urban Forestry Special Assessment.  
**Sponsors:** City Manager  
**Attachments:** [Transmittal](#)  
[Presentation](#)

3. [202200526](#) **RESOLUTION** submitted by John P. Curp, Interim City Manager, on 3/2/2022, **DECLARING** the necessity of assessing for the control of blight and disease of shade trees along the streets and the public right-of-way, and for planting, care, maintenance, trimming, and removing of shade trees in and along the streets within the City of Cincinnati's Urban Forestry Maintenance District for the year 2023.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Legislative Resolution](#)  
[Exhibit A](#)  
[Exhibit B](#)  
[Exhibit C](#)
4. [202200746](#) **MOTION**, submitted by Councilmembers Harris and Owens, To continue initiatives to restore public trust in City government, **WE MOVE** that the Administration provide a report within forty-five days regarding the status of the implementation of Item #202103025, passed on October 22, 2021, which enacted Chapter 119 of the Cincinnati Municipal Code. The report should include two public lists: first, the "Temporary Prohibition List" mandated by C.M.C. Sec. 119-1-T, identifying developers currently doing business with the City and second, the "City Business List" mandated by C.M.C. Sec. 119-1-C3, identifying companies and individuals with financial interest in city business. The report should also include a plan for the continued implementation and maintenance of the list.
- Sponsors:** Harris and Owens
- Attachments:** [MOTION](#)
5. [202200791](#) **MOTION**, submitted by Councilmembers Jeffreys, Harris and Owens, **WE MOVE** that, the Administration provide a report back to Council within ninety (90) days with a feasibility analysis of Council pre-authorizing all necessary legislative items that are directly associated with PACE financing as well as a potential framework by which the Administration can evaluate future PACE deals administratively. **WE FURTHER MOVE** that, the Administration also report back to Council with a feasibility analysis of allowing for more than one program administrator to support PACE deals in the city as well as any metrics the City can use to evaluate future program administration. **WE FURTHER MOVE** that, the Administration outline: 1) Cincinnati's and Hamilton County's current fee structures as it relates to PACE, 2) how much revenue the City's fees generate annually, and 3) how Cincinnati's and Hamilton County's fee structures compares to other peer cities and counties. (STATEMENT ATTACHED).
- Sponsors:** Jeffreys, Harris and Owens
- Attachments:** [Motion 202200791](#)

6. [202200777](#) **MOTION**, submitted by Councilmembers Landsman, Harris and Owens, **WE HEREBY MOVE** that the Administration provide a report on the impact of additional litigators on increasing the number of successful cases against problem properties. (STATEMENT ATTACHED)
- Sponsors:** Landsman, Harris and Owens
- Attachments:** [Motion 202200777](#)
7. [202200702](#) **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 3/23/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$75,000 from the Cities for Financial Empowerment Fund for the purpose of creating a blueprint to address racial wealth inequity through residential financial empowerment in the City of Cincinnati; **AUTHORIZING** the Director of Finance to deposit the grant resources into General Fund revenue account no. 050x8571; and further **AUTHORIZING** the transfer and appropriation of up to \$75,000 from the unappropriated surplus of the General Fund to the Office of Performance and Data Analytics' non-personnel operating budget account no. 050x108x7200.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)
8. [202200703](#) **ORDINANCE** submitted by John P. Curp, Interim City Manager, on 3/23/2022, **AUTHORIZING** the City Manager to apply for a Rebuilding American Infrastructure with Sustainability and Equity grant awarded by the United States Department of Transportation in the amount of up to \$25,000,000 for the purpose of conducting a Complete Streets project, which includes improving the safety of city streets and enhancing bicycle and pedestrian connections and safety.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)
9. [202200704](#) **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 3/23/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate the sum of up to \$150,000 from the Ohio Environmental Protection Agency's Water Pollution Control Loan Fund for the purpose of providing financial assistance to Cincinnati homeowners with defective household sewage treatment systems; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)

10. [202200724](#) **ORDINANCE** submitted by John P. Curp, Interim City Manager, on 3/23/2022, **AUTHORIZING** the City Manager to execute *Property Sale Agreements* with Anne Marie Wuertemberger and William Barone to sell two equal half portions of City-owned real property located at 6006 Belmont Avenue in the College Hill neighborhood.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Attachment](#)
11. **202200825** **ORDINANCE (B VERSION)** submitted by John P. Curp, Interim City Manager, on 3/30/2022, **DECLARING** the necessity of assessing for the planting, care, maintenance, trimming, and removal of public trees in and along the streets and the public right-of-way within the City of Cincinnati's Urban Forestry Maintenance District for the year 2023.
- Sponsors:** City Manager
- Attachments:** Transmittal  
Ordinance  
Exhibit A  
Exhibit B  
Exhibit C

ADJOURNMENT

March 28, 2022

To: Budget and Finance Committee 202200811  
From: John P. Curp, Interim City Manager  
Subject: Presentation – Cincinnati Retirement System (CRS) 2022 Update

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Attached is the Cincinnati Retirement System (CRS) 2022 Update presentation for the Budget and Finance Committee meeting on March 28, 2022.

cc: William “Billy” Weber, Assistant City Manager  
Andrew Dudas, Budget Director



# Cincinnati Retirement System: 2022 Update

March 2022

# CINCINNATI RETIREMENT SYSTEM

## → Basic Facts

- Established in 1931
- Provides retirement, disability, death, and retiree health benefits to certain retired employees of the City of Cincinnati
- Excludes:
  - Police and Fire (OP&F), Members of Ohio systems (OPERS), Elected Officials
- Ohio (including City) public employees are not in Social Security

# CINCINNATI RETIREMENT SYSTEM

## → Basic Facts

- As of 12/31/2021:
  - Retirees: 4,216
  - Actives: 2,931 FT; 585 PT
  - DROP: 194
  - Total assets = \$2.58B
  - Unfunded Actuarial Liability = \$723.7mm
- As of 12/31/2020:
  - Funded ratio (pension) = 70.5%
  - Funded ratio (health) = 126.3%



# CINCINNATI RETIREMENT SYSTEM

## → Basic Facts: Governance

- Board of Trustees (4yr terms)
  - 4 appointed by Mayor
  - 3 elected by retirees
  - 2 elected by active employees
  - Board has exclusive authority over trusts
- Governed by:
  - Collaborative Settlement Agreement-2016
  - CMC Ch. 203; Admin Code Art. XV
  - Board Rules and Policies

# CINCINNATI RETIREMENT SYSTEM

## →2016 Collaborative Settlement Agmt.

- Resolves litigation related to changes to CRS pension and health benefits
- Federal District Court retains continuing jurisdiction through Consent Decree
- CSA Changes:
  - Normal and early retirement eligibility
  - Retiree healthcare eligibility
  - Cost of Living Adjustment (COLA): Simple int./3yr delay
  - Created Deferred Retirement Option Program (DROP)
  - Created 115 Trust for healthcare
  - Board composition
  - Payoff of 2007 ERIP liability

# CINCINNATI RETIREMENT SYSTEM

## → Staffing

- CRS Staff (13)
  - Executive Director
    - reports to City Manager
  - Pension Operations (5)
  - Member Counselor (1)
  - Health (2)
  - Finance (2)
  - IT (2)

# CINCINNATI RETIREMENT SYSTEM

## → Defined Benefits: How They Work

- Defined Benefit =
  - Fixed benefit amount from date of retirement to death
- Sustainable Defined Benefits System:  
***Contributions + Investment Earnings = Benefits + Expenses***
  - IF all actuarial assumptions are accurate
  - IF NOT → Unfunded Liability
- Employer at risk for investment loss, has duty to maintain system finances

# CINCINNATI RETIREMENT SYSTEM

## → Defined Contribution Benefits

- Defined Contribution (DC) Benefits are cash contributions made to an investment account managed by the participant
  - Employee contributions are primary source
  - Employer match can be made at various levels
- Employee has the risk of investment loss
- Public sector: DC complements DB
- Private sector: DC is primary plan

# CINCINNATI RETIREMENT SYSTEM

## → Defined Benefits: Assumptions



- Actuarial assumptions include:
  - Rate of investment return, retirement age, years of service, salary increases, mortality, administrative cost, inflation, healthcare cost increases
  - Actuaries make good faith professional estimates
  - But no one has a crystal ball!

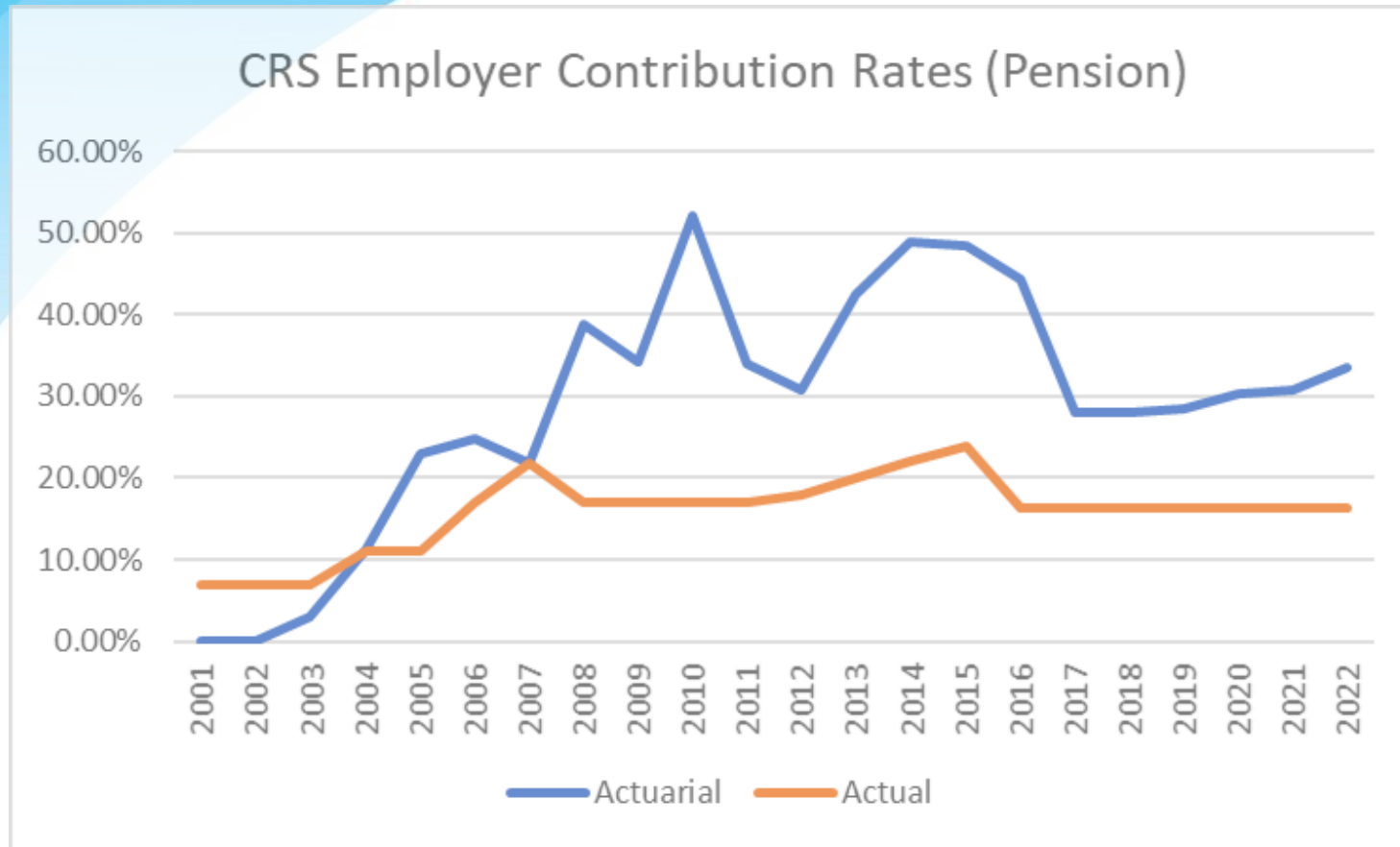
# CINCINNATI RETIREMENT SYSTEM

## → Contributions: Current Rates

- FT Employee Contribution Rate: 9%
- City Employer Contribution Rate: no less than 16.25%
- Actuarially Determined Employer Contribution Rate (ADEC): 33.46%
- “Treadwater Rate” = Employer contribution rate needed to avoid an Unfunded Liability increase
- City pays full ADEC for employees in OPERS and OP&F

# CINCINNATI RETIREMENT SYSTEM

## → Contributions: Past Rates

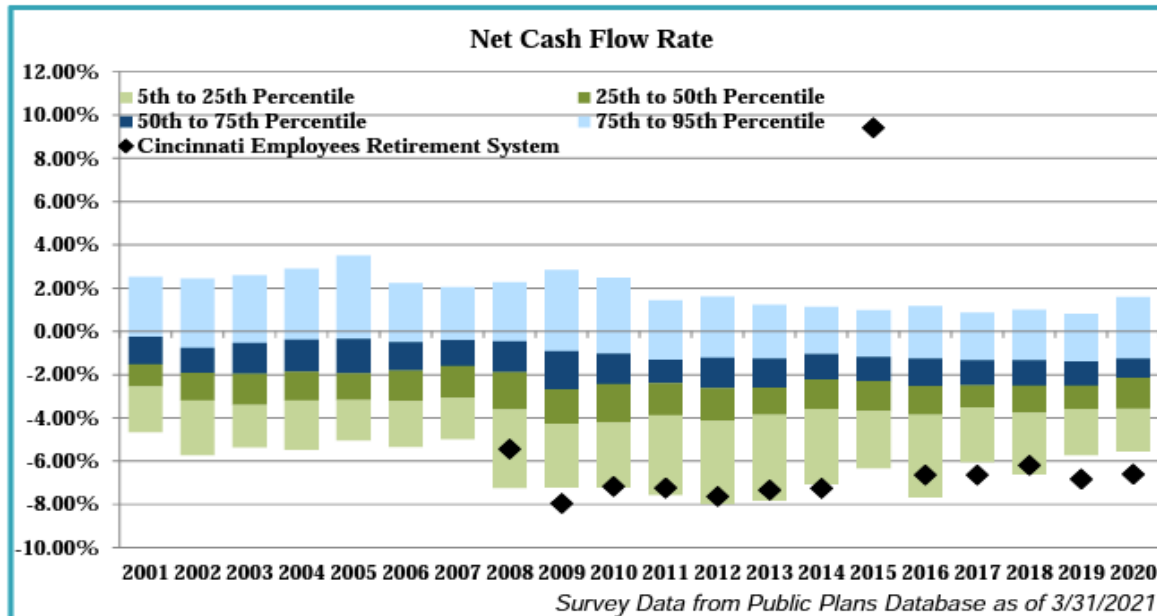




# CINCINNATI RETIREMENT SYSTEM

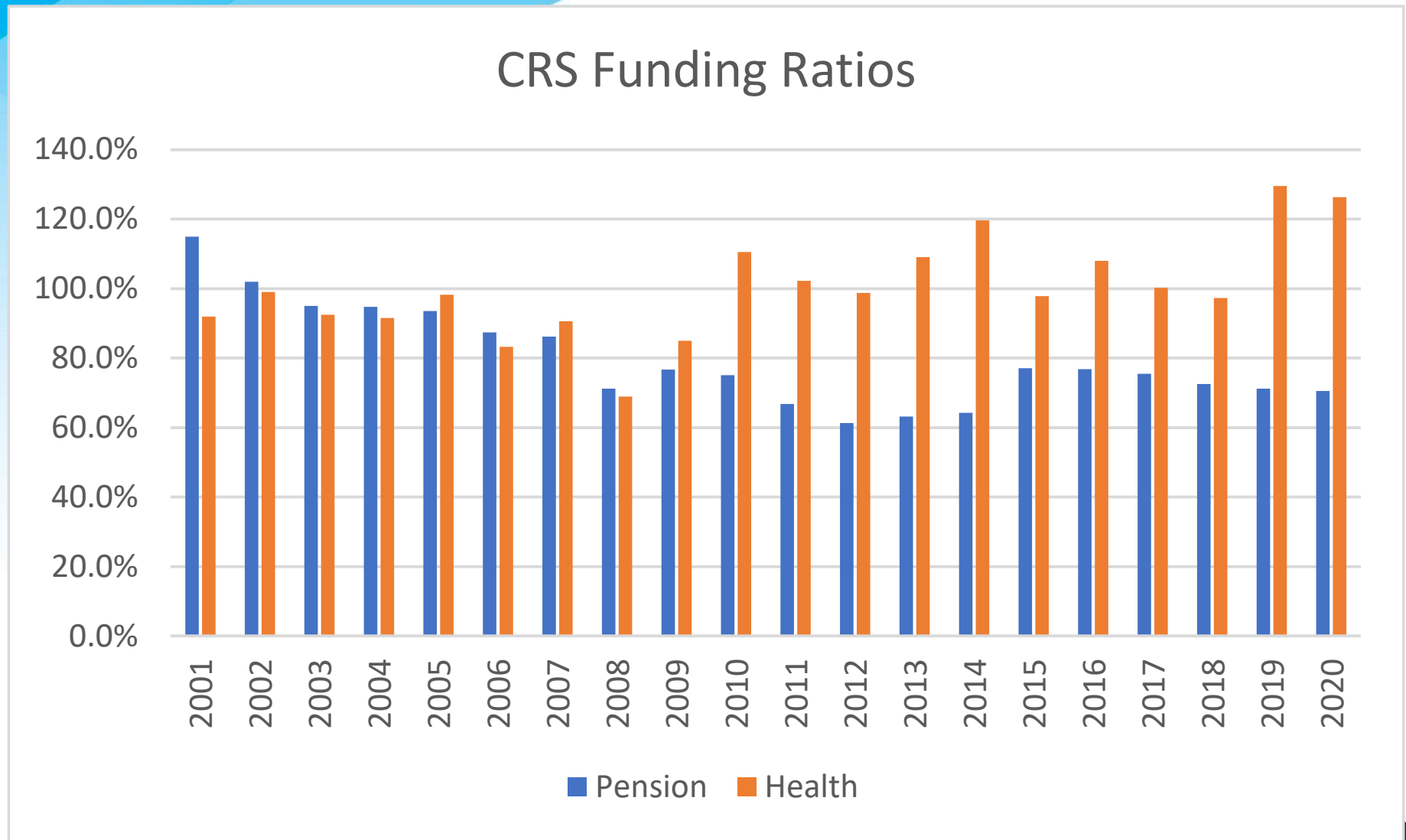
## → Contributions v. Benefits

- Cost of benefits > Contributions
  - Produces negative cashflow
  - CRS negative cashflow (-7.5%)
    - Relatively high v. peers



# CINCINNATI RETIREMENT SYSTEM

## → Contributions: Funding Ratios



# CINCINNATI RETIREMENT SYSTEM

## → Investments: CRS Board

- Board has exclusive authority over investments of trust assets
- Board Fiduciary Duty
  - “The fiduciary responsibility shall be solely to the active and retired members of CRS.”  
CSA, para. 30(iv)

# CINCINNATI RETIREMENT SYSTEM

## → Investments: CRS Board

- Board has adopted an Investment Policy Statement (revised, 2022)
  - Preserve safety of principal
  - Adopts prudent investor rule
  - Diversify investments in different asset classes with strategic asset allocation
  - Board Inv. Consultant: Marquette Assocs.
    - Selects and manages investments according to Board asset allocation

# CINCINNATI RETIREMENT SYSTEM

## → Investments: Asset Allocation

Fixed Income:	17.0%
Domestic Equity:	30.5%
Non-US Equity:	20.0%
Real Estate:	7.5%
Infrastructure:	10.0%
Risk Parity:	2.5%
Volatility Risk Premia	2.5%
<u>Private Equity</u>	<u>10.0%</u>
Total	100.0%

# CINCINNATI RETIREMENT SYSTEM

## → Investments: Active v Passive

- Active Investing
  - Manager seeks to beat benchmark through proprietary analysis and selection of investments
  - Can be costly; results vary—can beat the benchmark some of the time; difficult to do all the time
- Passive Investing
  - Use index funds to track the benchmark
  - Very inexpensive compared to active investment
- CRS Board has strategically adopted a more passive approach
- Recent results: among the best v. other pension systems

# CINCINNATI RETIREMENT SYSTEM

## → Investments: Returns

### Annual CRS Rates of Investment Return

<u>Plan Year</u>	<u>Investment Return Assumption</u>	<u>Market Return</u>
2011	7.50%	0.88%
2012	7.50%	12.06%
2013	7.50%	16.99%
2014	7.50%	6.46%
2015	7.50%	-0.11%
2016	7.50%	9.24%
2017	7.50%	14.51%
2018	7.50%	-3.93%
2019	7.50%	16.40%
2020	7.50%	8.03%
2021	7.50%	17.00%

**10-Year compound Average**

**9.44%**

**5-Year Compound Average**

**10.11%**

# CINCINNATI RETIREMENT SYSTEM

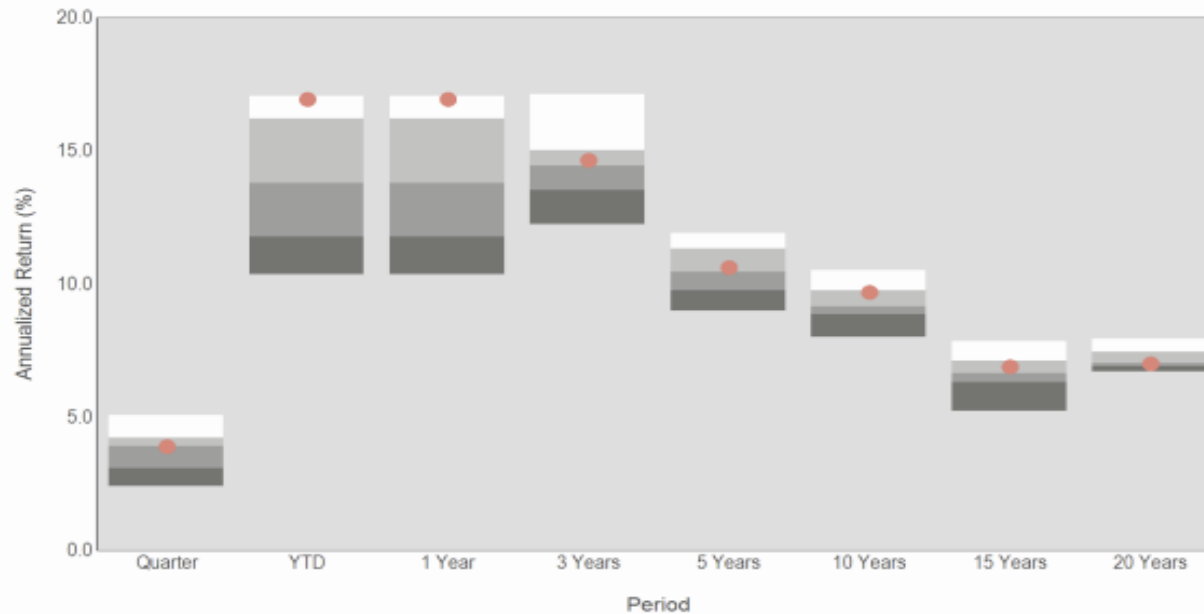
## → Investments: Peer Returns

Total Fund Composite

Annualized Performance (Net of Fees)

Market Value: \$2,580.8 Million and 100.0% of Fund

InvMetrics Public DB > \$1B Net Return Comparison



	Quarter	YTD	1 Year	3 Years	5 Years	10 Years	15 Years	20 Years
5th Percentile	5.1	17.1	17.1	17.1	11.9	10.5	7.9	8.0
25th Percentile	4.2	16.2	16.2	15.0	11.3	9.8	7.1	7.5
Median	3.9	13.8	13.8	14.4	10.5	9.2	6.7	7.0
75th Percentile	3.1	11.8	11.8	13.5	9.8	8.9	6.3	6.9
95th Percentile	2.4	10.4	10.4	12.3	9.0	8.0	5.3	6.7
# of Portfolios	26	26	26	26	26	24	22	21
● Total Fund Composite	3.9	16.9	16.9	14.7	10.6	9.7	6.9	7.0



# CINCINNATI RETIREMENT SYSTEM

## → Investments: Return Assumptions

- Collaborative Settlement Agreement (CSA), implemented 2016
  - Fixes the assumed rate of return at 7.5%
- US public defined benefit plans
  - Median return assumption = 7%

# CINCINNATI RETIREMENT SYSTEM

## → Expenses

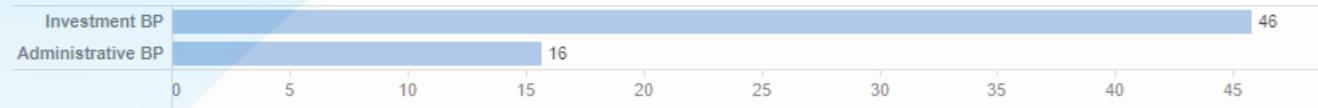
- CRS Board of Trustees is fiduciary of CRS assets and has budget authority per the CSA
- Board adopts annual calendar year budget
- CRS Budget provided to Council and CMO for information
- FY20 Operating Costs = \$2.4mm (0.11%)
- FY20 Inv. Fees = \$8.35mm (0.38%)
- All-in costs = 0.49% of assets under mgmt.

# CINCINNATI RETIREMENT SYSTEM

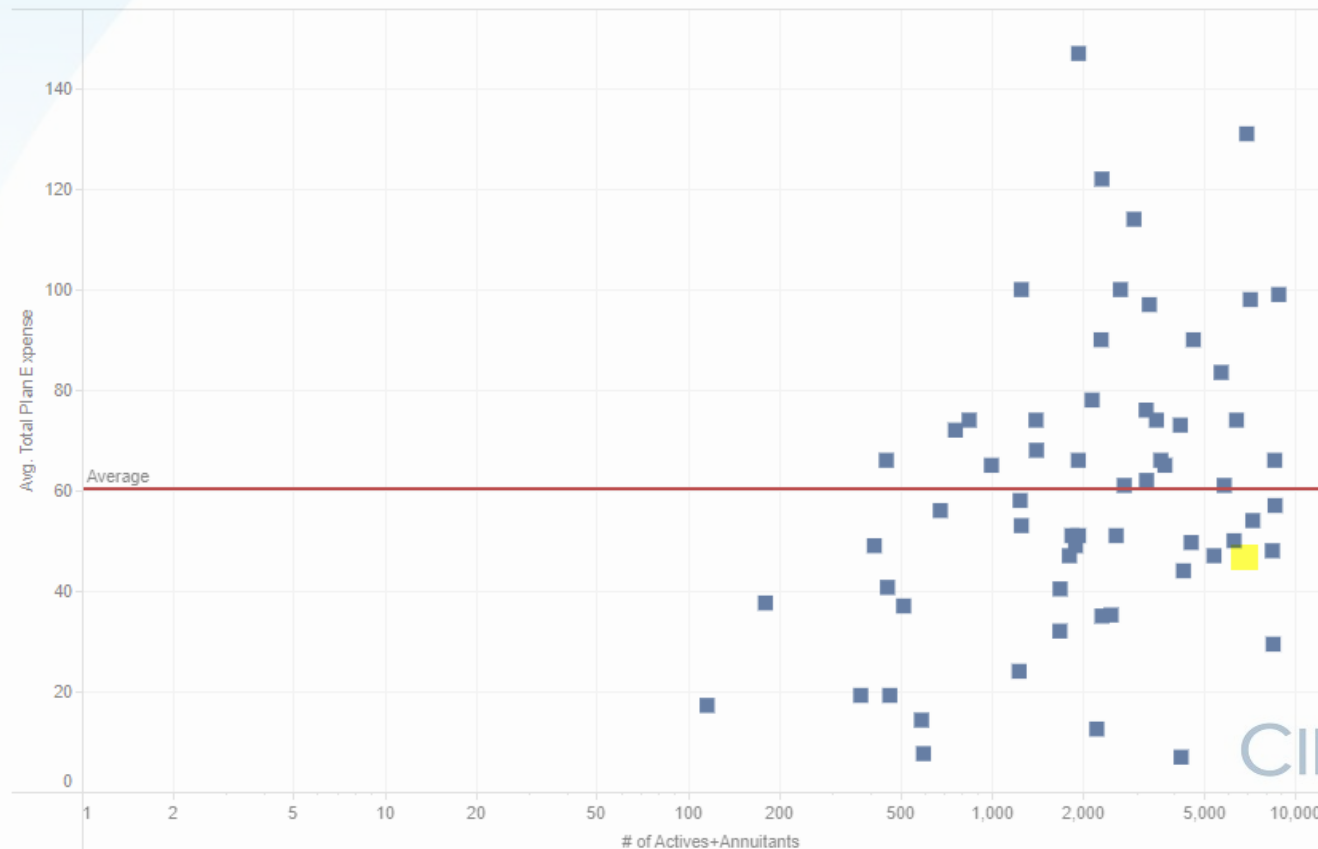
## → Expenses: Comparison

### Expenses

#### Study Plan Expenses



#### Plan Expense by Fund Size



#### Using These Filters

Select the filters on each page to explore the data. Filter each page separately. Reset your filters or click the back arrow to undo. Hover your mouse over any data

#### Prior Year Participant

- No
- Yes

#### Response Year:

- 2020
- 2021

#### SS Eligibility

- No Response
- Eligible for SS
- Not eligible for SS

#### Total Participants

- Null
- 10k-100k
- 100k+
- <10k

#### Fiscal year end (Month):

- (All)

#### Type of Employee/Beneficiary

- Local:  No,  Local (tow...  
County:  No,  County

#### Public safety

- State:  No,  State  
 Public safety

#### Educational

- Other:  No,  Other  
 Educational

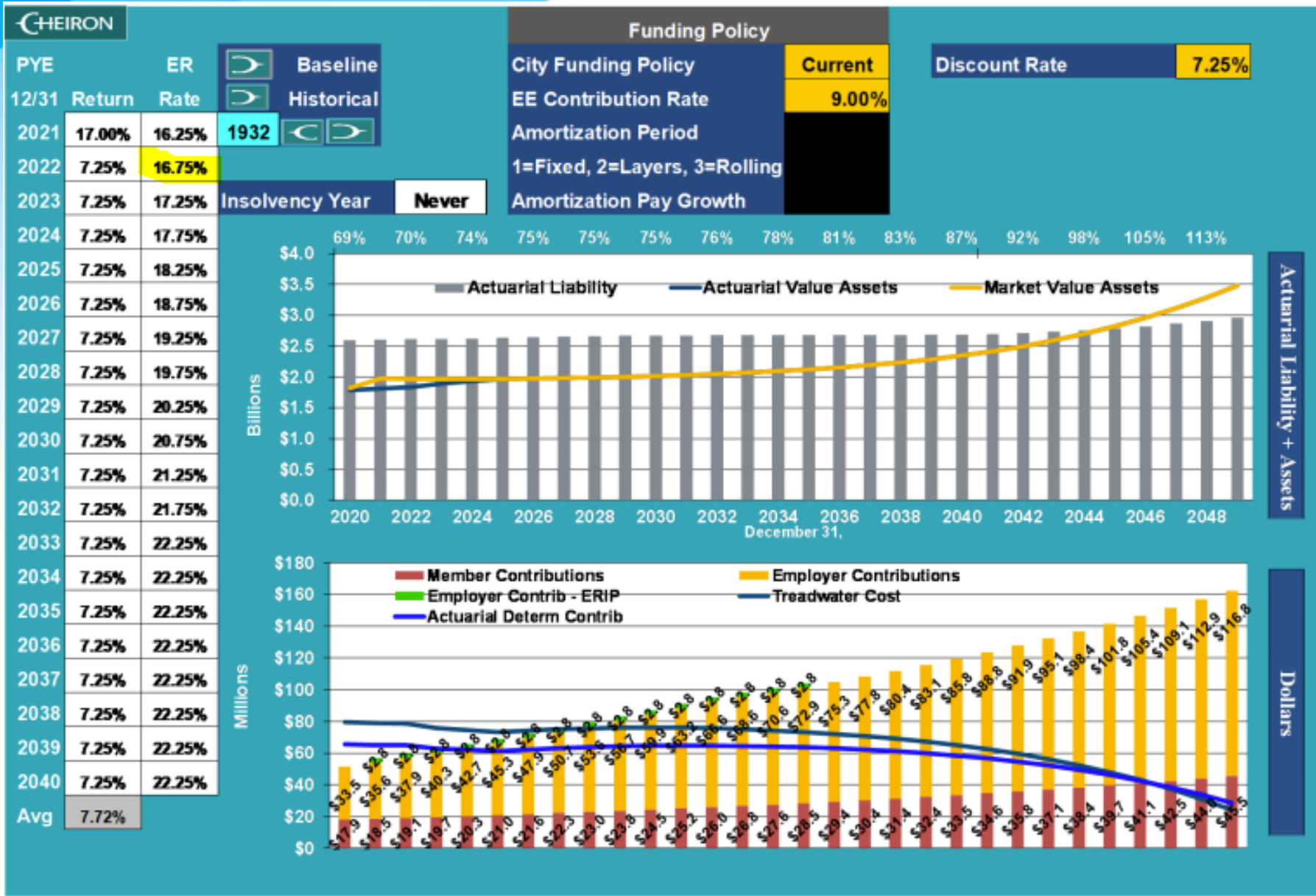
# CINCINNATI RETIREMENT SYSTEM

## → Pending Issues

- Adequate employer contributions to ensure sustainability of system. Carefully reconsider:
  - Contribution rate of 16.25%
  - Earnings assumption of 7.5%
  - Use of rolling 30y amortization
  - Continued negative cashflow
- Continued funding for ERIP
- Health funding policy
- Resolution of health points (grid) system
- Upcoming trustee elections
- 1 vacancy in Mayor appt trustee

# CINCINNATI RETIREMENT SYSTEM

## → Scenario to Fully Fund by 2045



March 28, 2022

To: Budget and Finance Committee 202200817

From: John P. Curp, Interim City Manager

Subject: Presentation – Cincinnati Parks Department: 2023 Urban Forestry Special Assessment

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On behalf of the Cincinnati Parks Department, attached is the 2023 Urban Forestry Special Assessment presentation for the Budget and Finance Committee meeting on March 28, 2022.

cc: John Neyer, Interim Director of Parks  
Robin O. Hunt, Supervisor of Urban Forestry  
William “Billy” Weber, Assistant City Manager  
Andrew Dudas, Budget Director

# State of the Urban Forest

*2023 Urban Forestry Assessment*



- Crystal Courtney – Natural Resources, Division Manager
- Robin O. Hunt – Natural Resources, Forestry Supervisor
- Matt DiBona – Sr. GIS Analyst

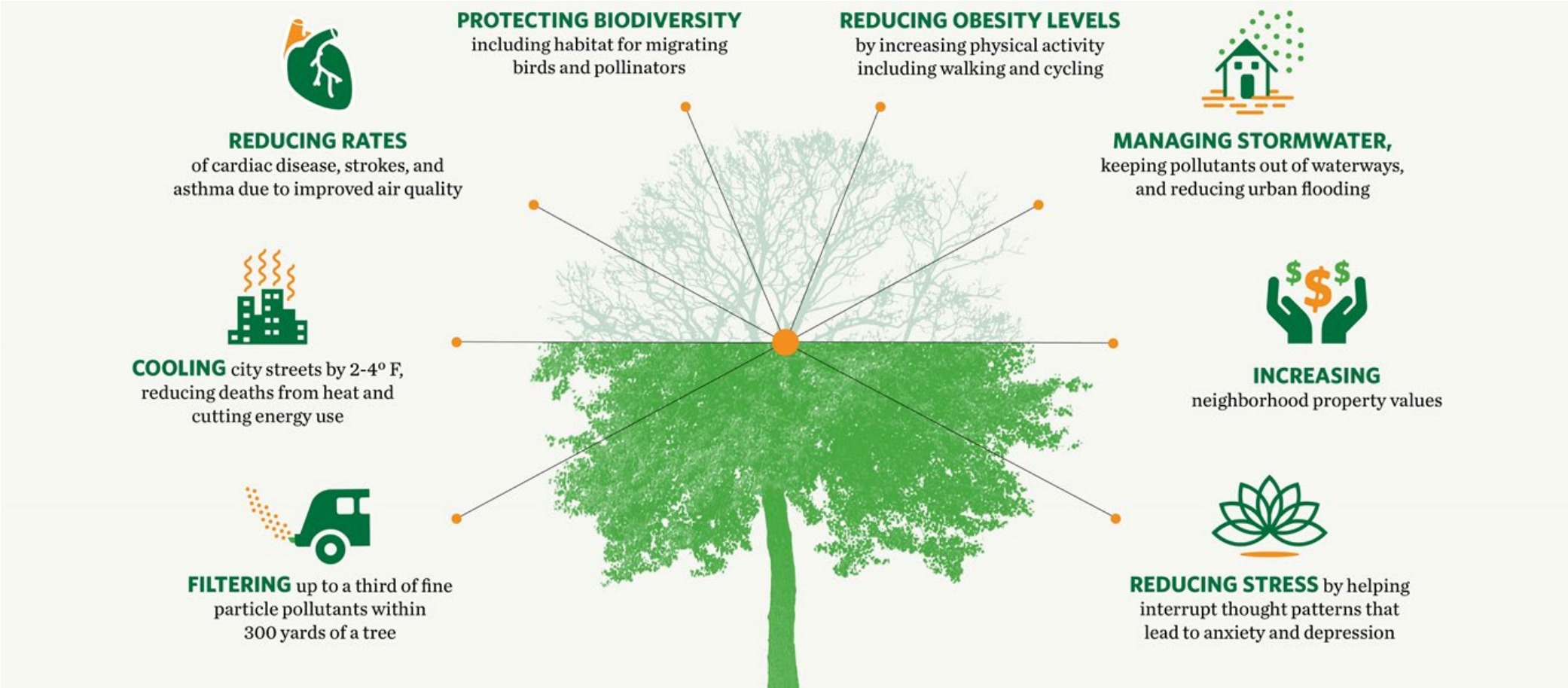
# Outline:

- State of the Urban Forest – Benefits and Cincinnati urban tree canopy (UTC)
- How the Urban Forest is Managed – Cincinnati Urban Forestry Program
- How the assessment process works
- Budgetary shortfall
- Recommendations for 2023 (FY24) Assessment





# Benefits of Urban Tree Canopy

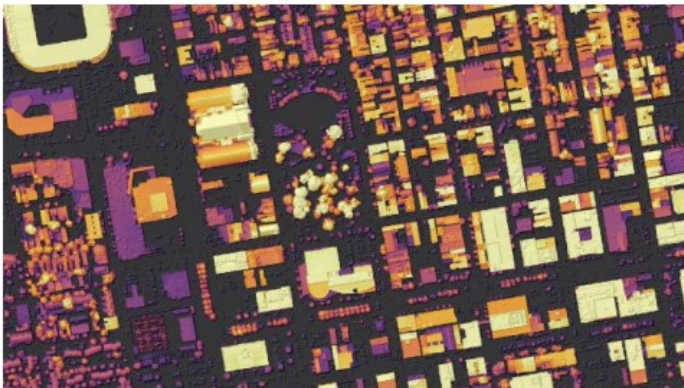


# Urban Tree Canopy Analysis (UTC) 2020

*Remote sensing technology & GIS to provide mapping and analytics of our canopy and more*

*USFS / ODNR Grant in Partnership with MSD, CPB & CAGIS to purchase LiDAR in 2020 for UTC & impervious surface updates*

## Tree Canopy Mapping



Locations of individual trees and their crowns (top) that were derived from the 2020 LiDAR (bottom).

## UTC 2020 Group



24

## Land Cover Mapping



High-resolution land cover developed for this project.

Cincinnati Park Board

Metropolitan Sewage District (Impervious Surface Updates)

CAGIS (Cincinnati Area Geographics Information System)

OKI Regional Council of Governments

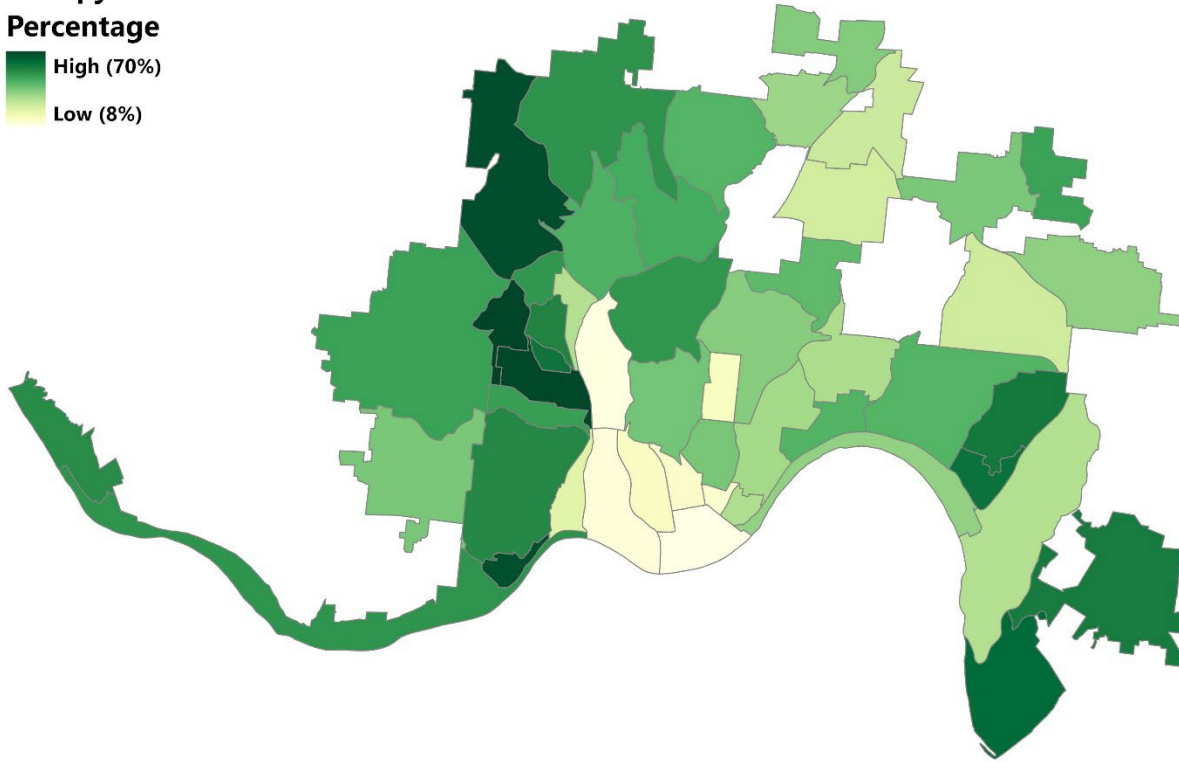
Groundworks Ohio

Cincinnati Office of Environment and Sustainability

Greater Parks of Hamilton County

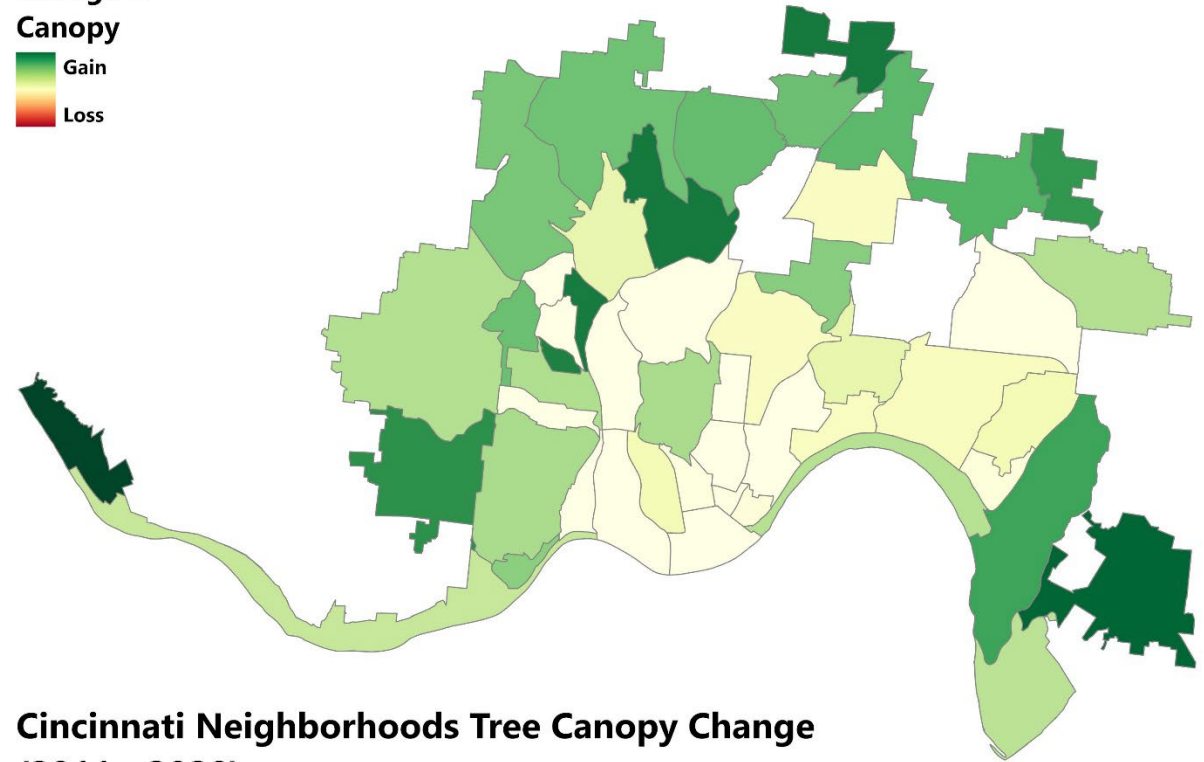
Hamilton County Planning

**Canopy Percentage**



**Cincinnati Neighborhood Tree Canopy 2020**

**Change in Canopy**



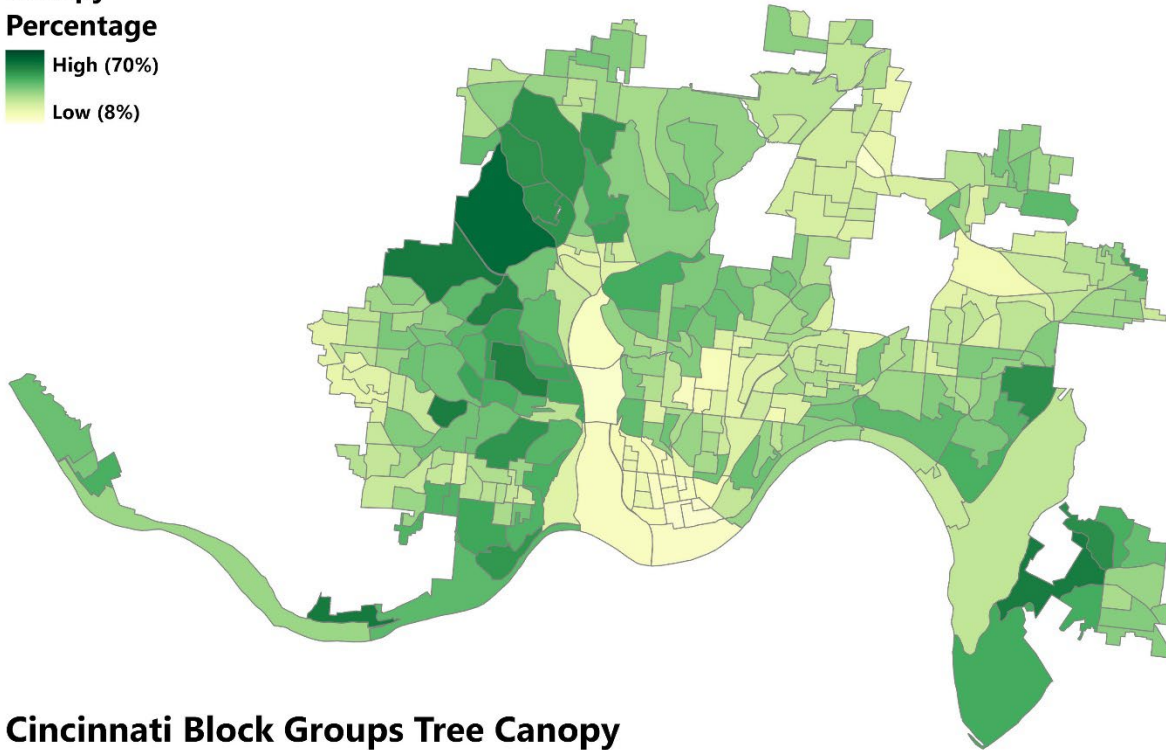
**Cincinnati Neighborhoods Tree Canopy Change (2011 - 2020)**

Calculated using Tree Canopy % from 2011 subtracted by Tree Canopy % from 2020, if this value is negative then this represents a loss in tree canopy over the time frame given

**Cincinnati  
Urban Tree Canopy**

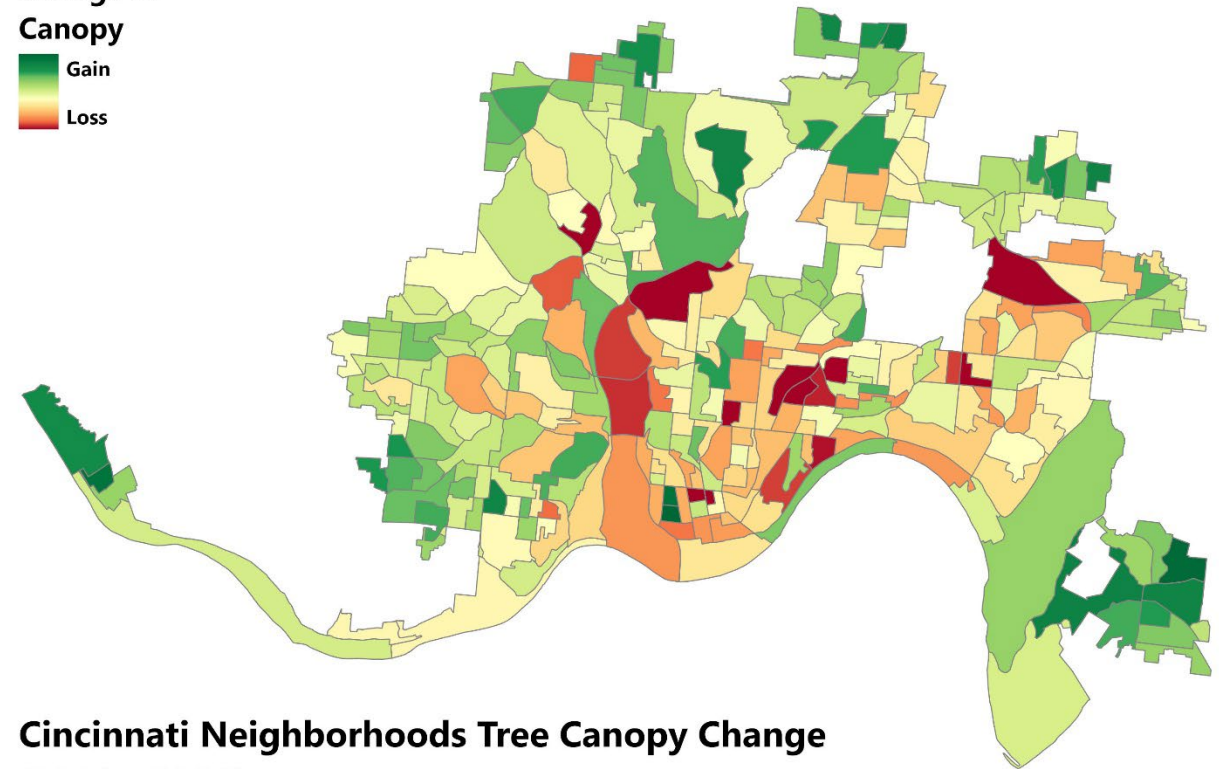
**43% Tree Canopy in 2020**  
(Canopy Increase 38% to 43%)  
*Average American City = 27%*

### Canopy Percentage



**Cincinnati Block Groups Tree Canopy**

### Change in Canopy



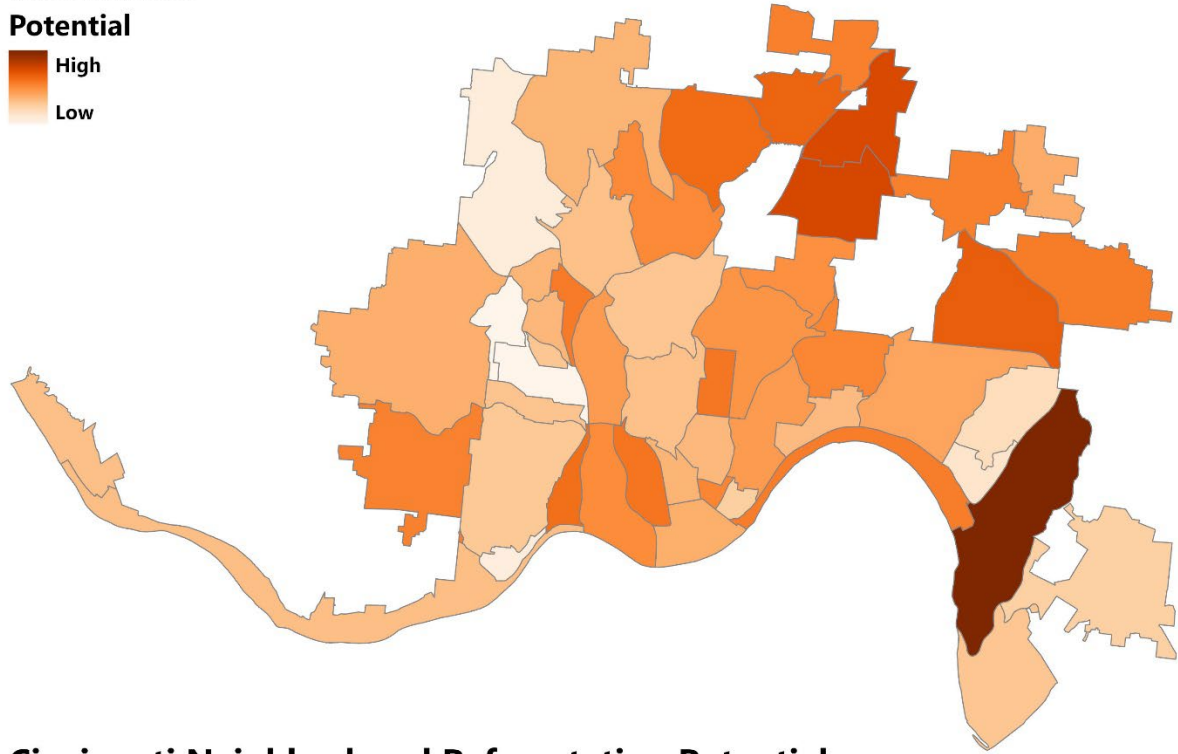
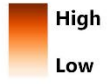
**Cincinnati Neighborhoods Tree Canopy Change (2011 - 2020)**

Calculated using Tree Canopy % from 2011 subtracted by Tree Canopy % from 2020, if this value is negative then this represents a loss in tree canopy over the time frame given

**Cincinnati Urban Tree Canopy at the Block Group Level**

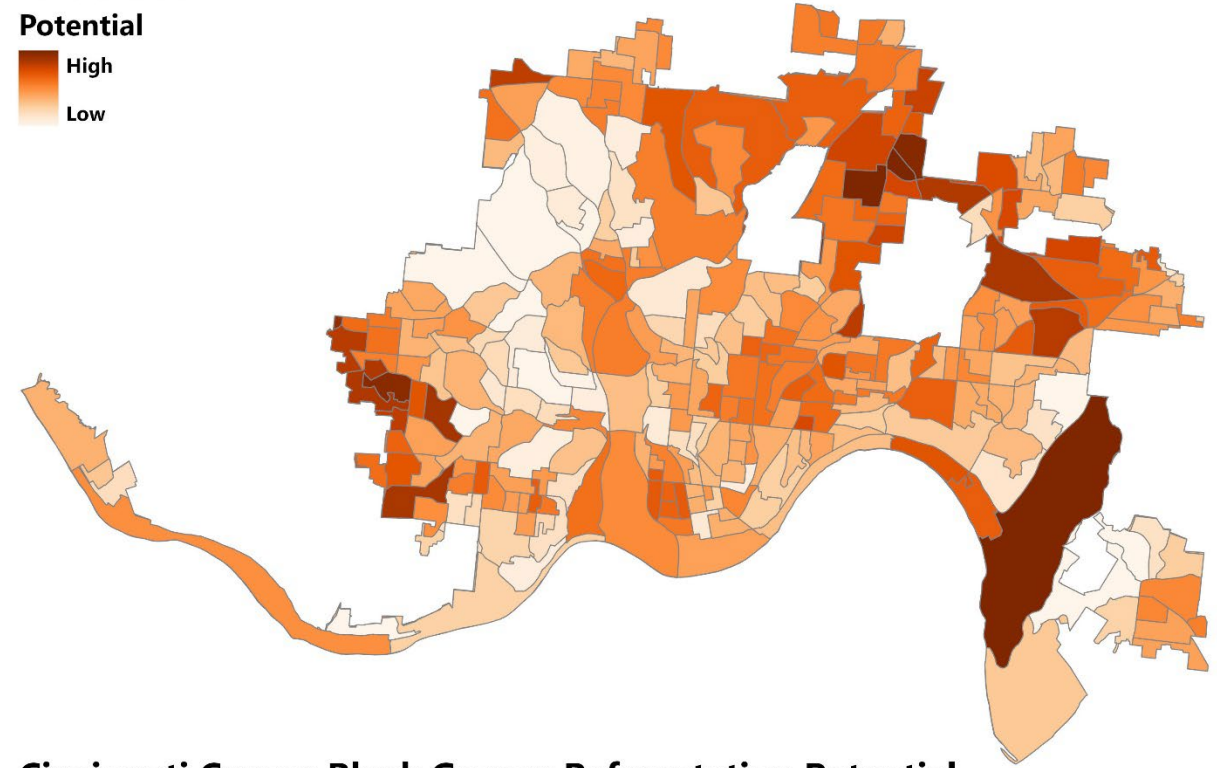
*Canopy loss has been felt in our communities*

**Reforestation Potential**



**Cincinnati Neighborhood Reforestation Potential**

**Reforestation Potential**

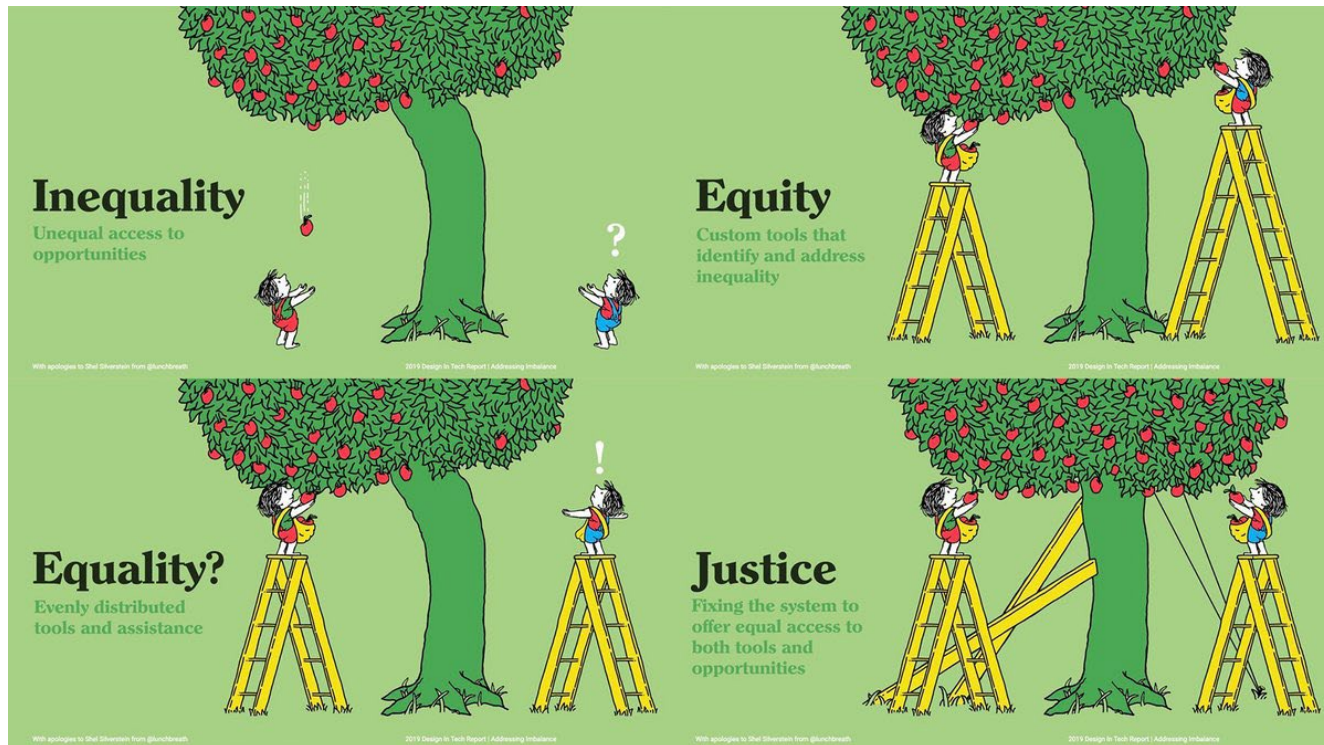


**Cincinnati Census Block Groups Reforestation Potential**

**Cincinnati  
Reforestation and  
Canopy Investment**

*UTC also tells us where we  
can plant*

# In Planning a Resilient Canopy into the Future.....



*Creating prioritizations based on demographic groups more **susceptible** to environmental risks is critical for **equitable** and sustainable canopy investment.*

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***What environmental services are Just? And to whom?***

<https://onlinepublichealth.gwu.edu/resources/equity-vs-equality/>

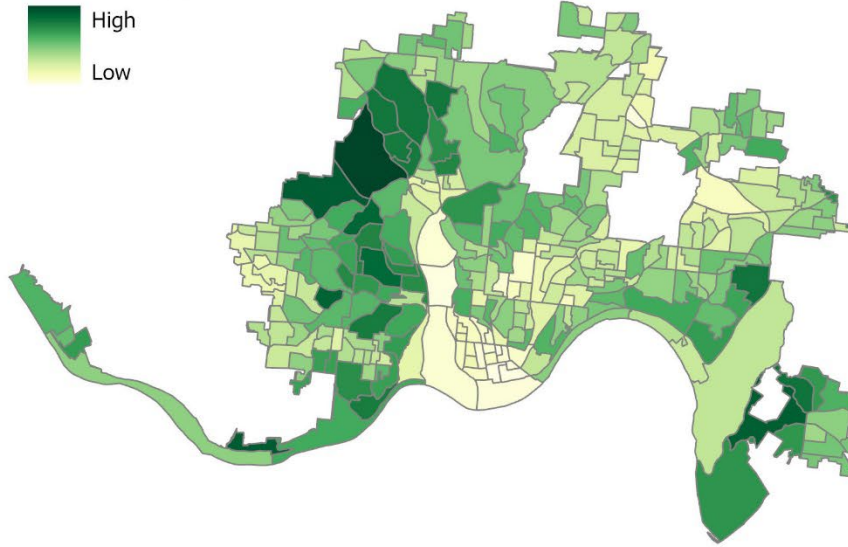


# Environmental Issues

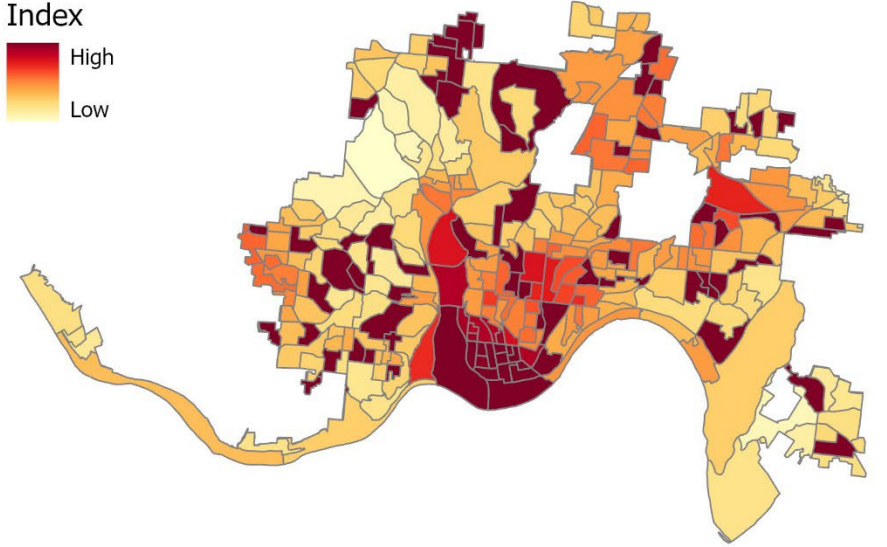
## Geospatial Modeling to Determine Environmental Impacts based on InVEST Modeling

- Cincinnati Park Board
- Metropolitan Sewage District
- CAGIS
- OKI
- Groundworks Ohio
- Cincinnati Children's Hospital
- University of Vermont Spatial Analysis Lab

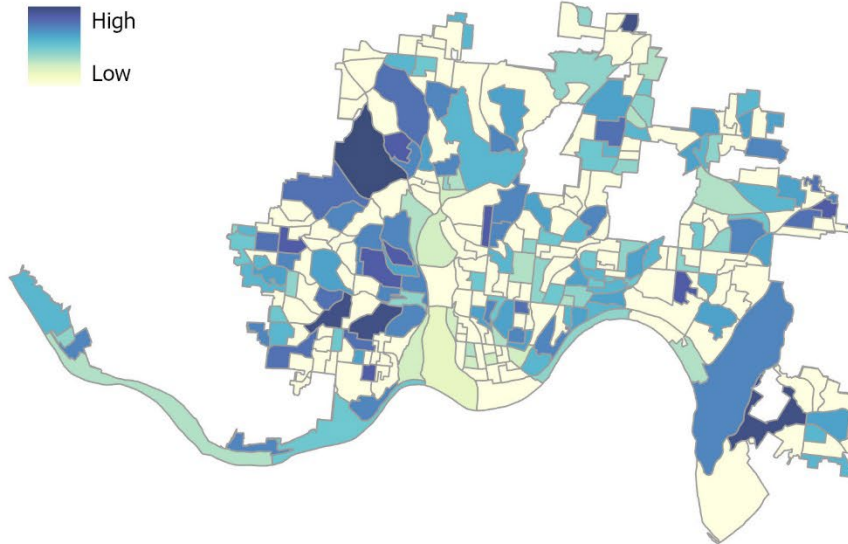
Tree Canopy



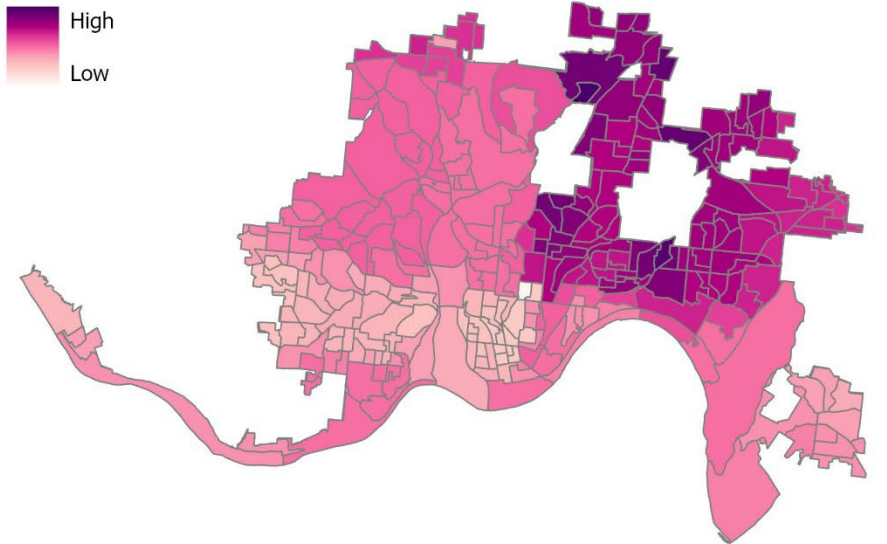
Urban Heat Island Index



Runoff Retention



Air Pollution



# Equity

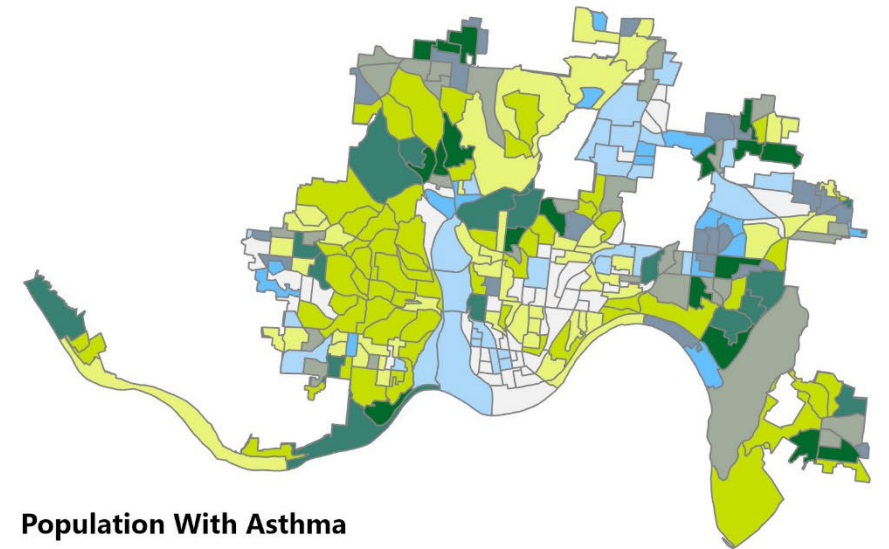
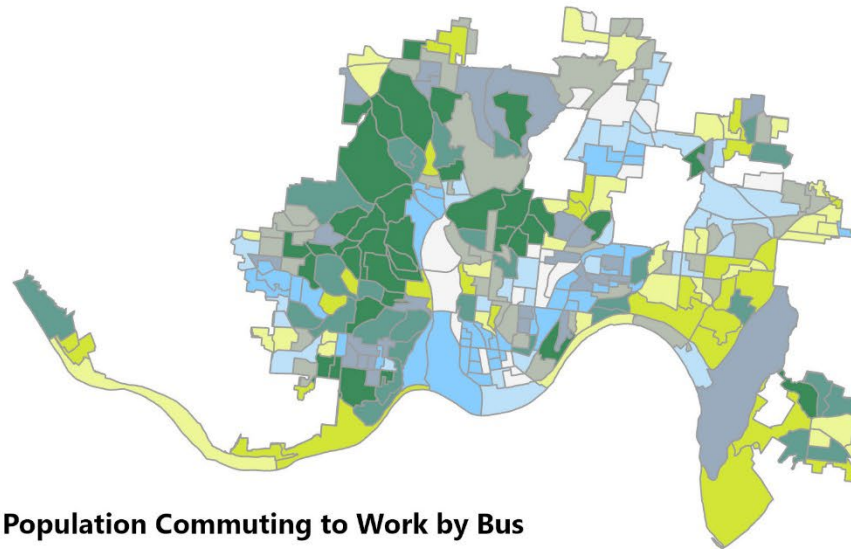
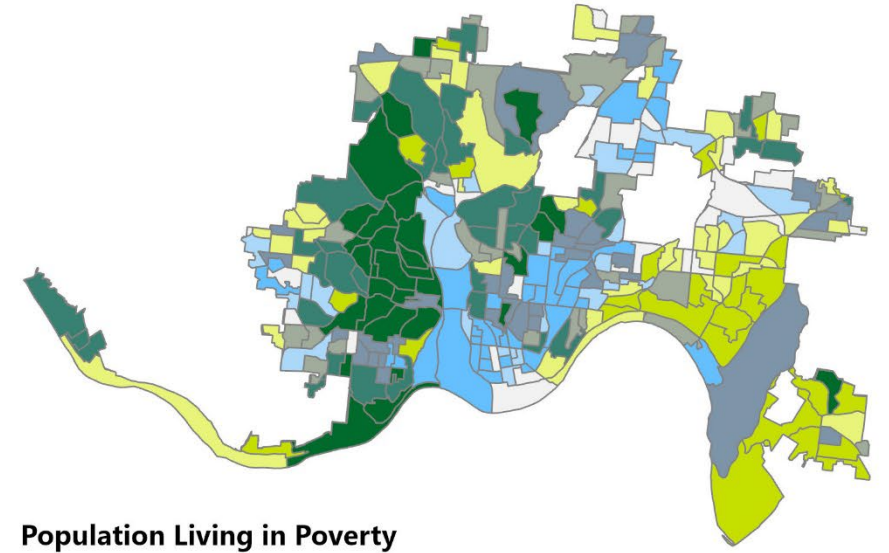
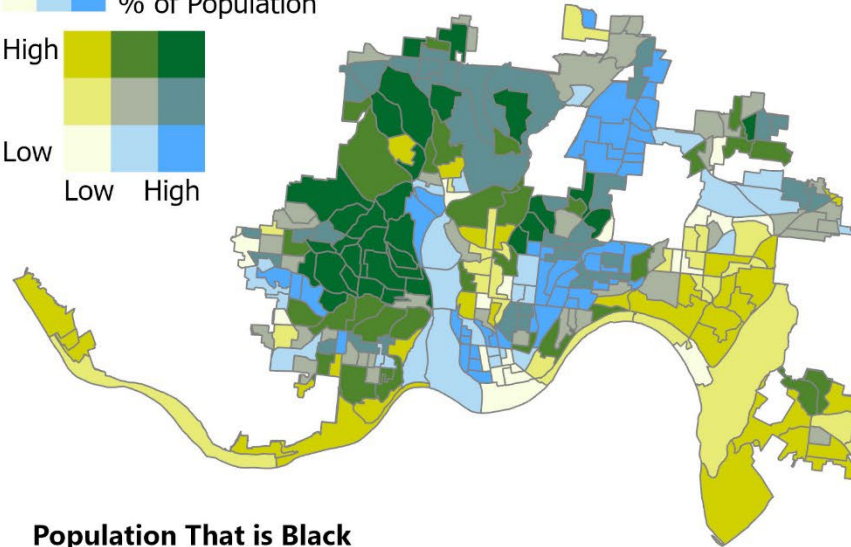
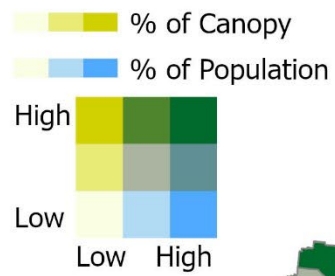


## POPULATION Demographics

Tree Canopy in  
Relation to  
Community  
Susceptibility  
(some of many considered)

\*Other include:

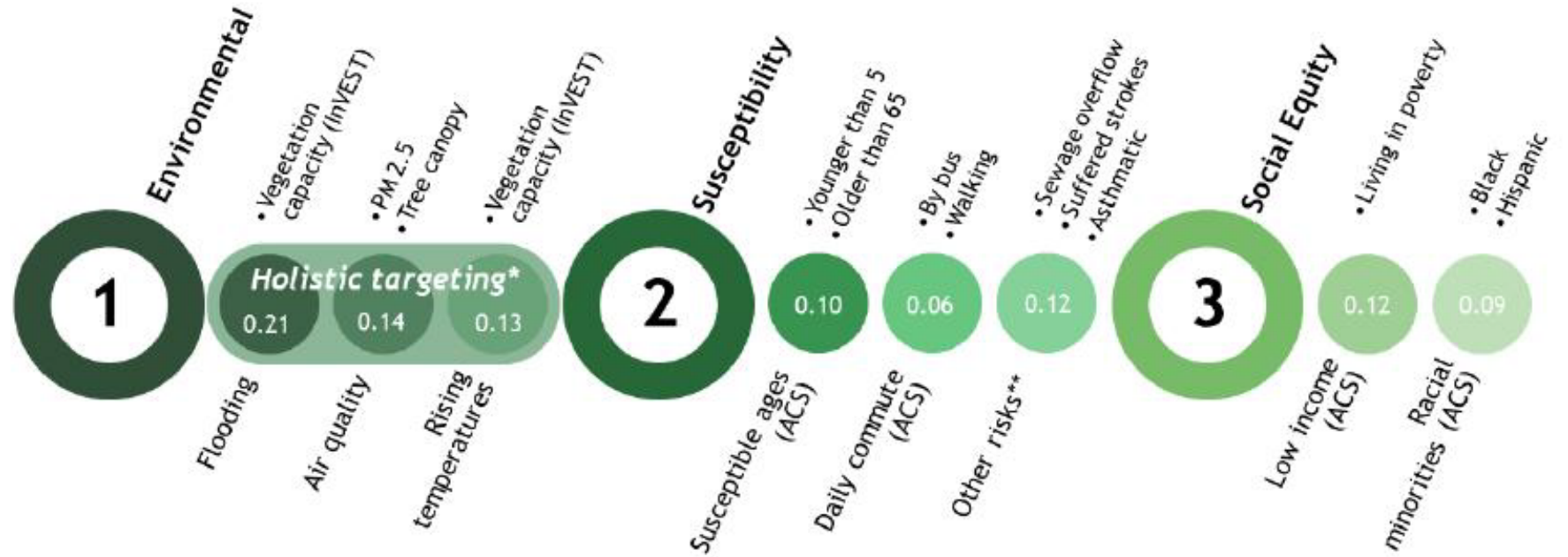
- Hispanic population
- Individuals who have suffered strokes
- Seniors older than 65
- Children younger than 5
- Individuals walking to work
- Areas with sewage overflow, and event count







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# Holistic Reforestation / Urban Canopy Resilience

*Equity Prioritization: ranking susceptibility and social equity variables by all stake holders*

Cincinnati Park Board  
 Metropolitan Sewer District (Impervious Surface Updates)  
 CAGIS (Cincinnati Area Geographics Information System)  
 OKI Regional Council of Governments  
 Groundworks Ohio  
 Cincinnati Office of Environment and Sustainability  
 Greater Parks of Hamilton County  
 Hamilton County Planning



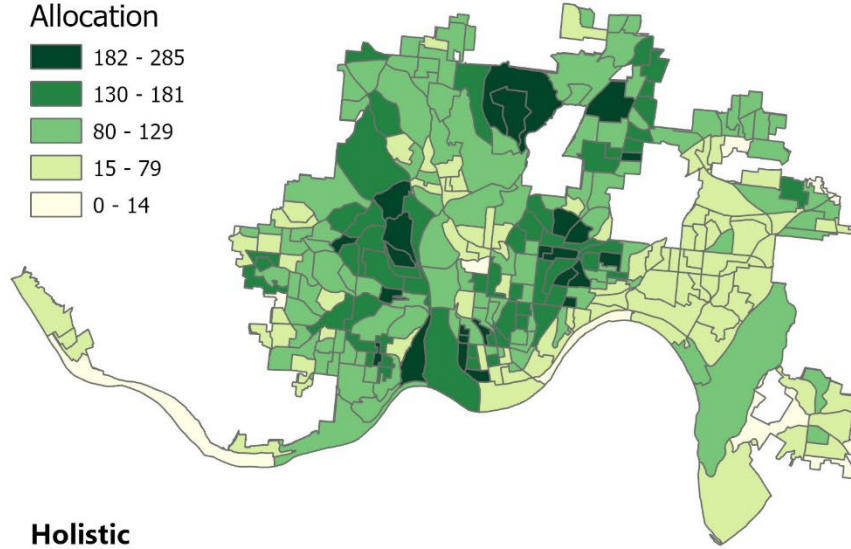
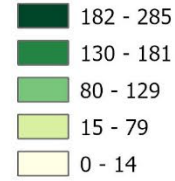
# Cincinnati Reforestation Investment Plan

## The Number of Trees to Allocate Within Target Environmental Subspecialty Areas in Cincinnati



\*Out of 30,000 Trees by 2030

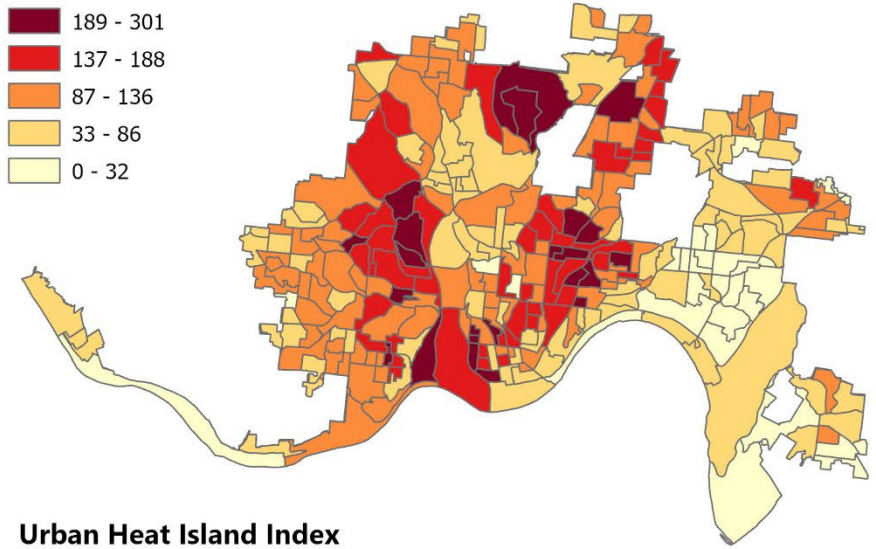
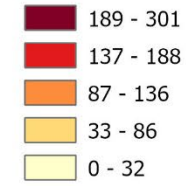
### Hollistic Tree Allocation



#### Holistic

The number of trees to allocate within the City to target all combine

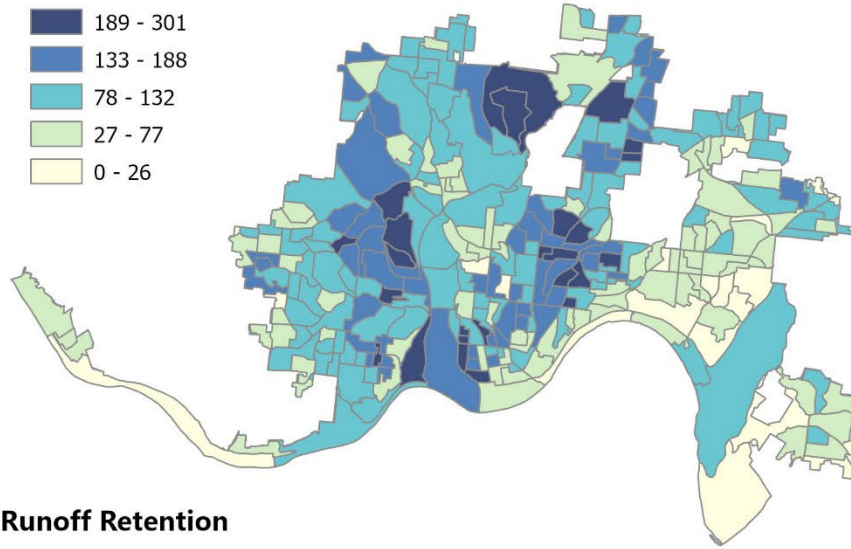
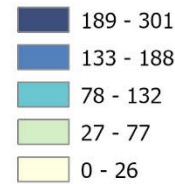
### UHI Tree allocation



#### Urban Heat Island Index

The number of trees to allocate within the City to target UHI

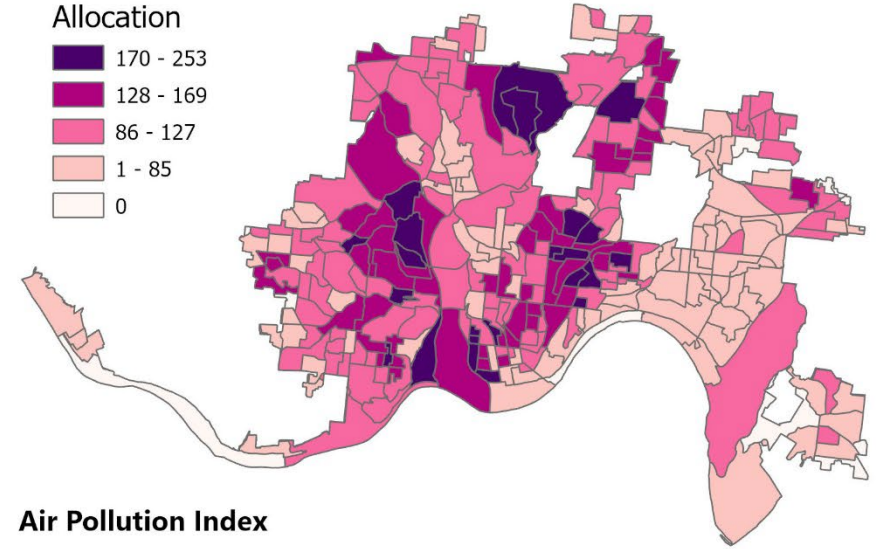
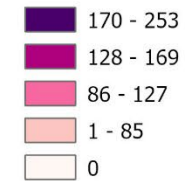
### Runoff Tree Allocation



#### Runoff Retention

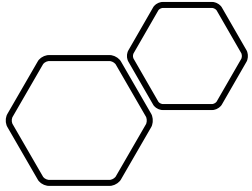
The number of trees to allocate within the City to target runoff and CSO

### Air Pollution Tree Allocation



#### Air Pollution Index

The number of trees to allocate within the City to target air pollution.

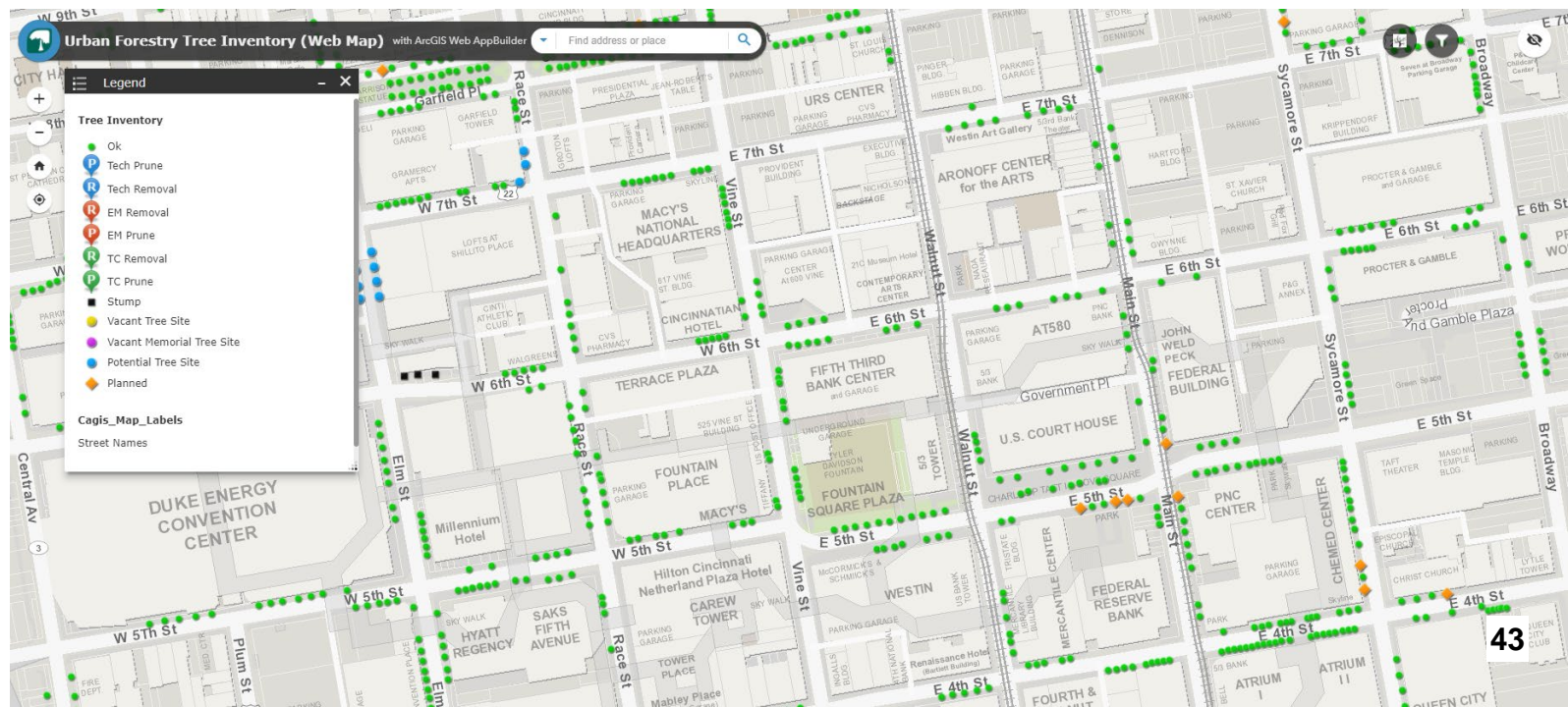


# Urban Forestry Regulations

- Estimated 80,000 street trees along 1,000 miles of public right-of-way, including paper streets



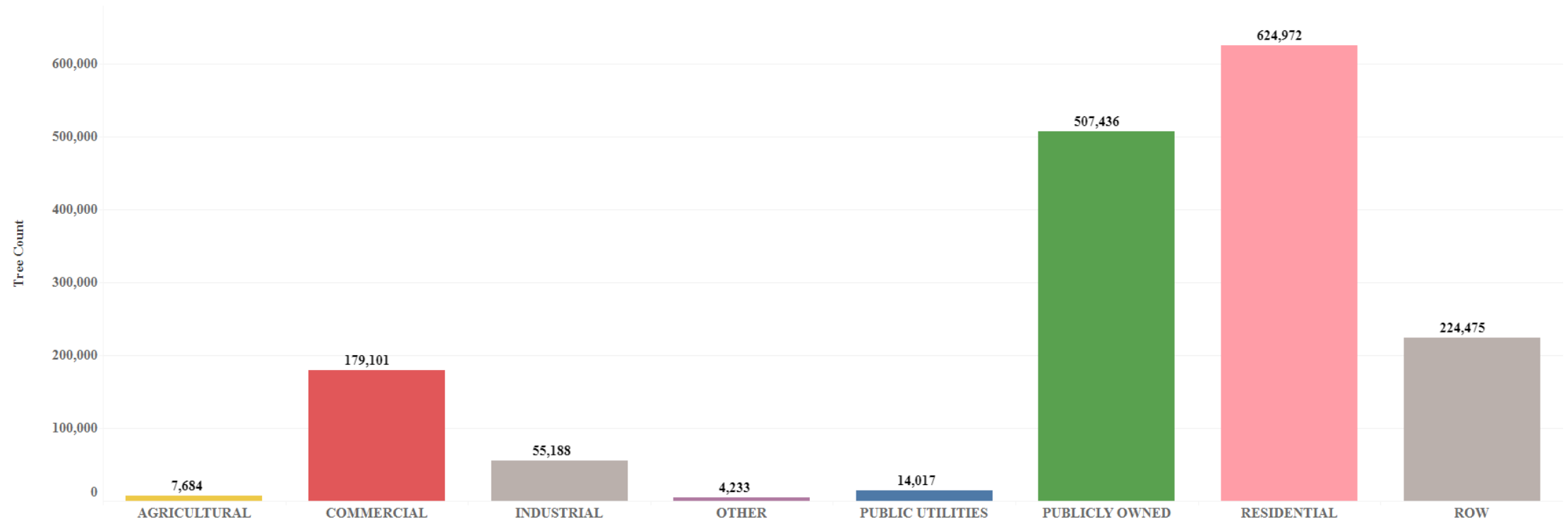
- Cincinnati UF Regulations
  - CMC 743 – Tree protection, permitting, penalties, and CUFB
- UF Funding mechanism
  - **ORC 727.011** to assess for investment and care of street trees within ROW throughout the city.



# We have a lot of trees!

Urban Forestry Program manages 9% of our canopy within public right of way, funded through annual assessment – ORC 727.011

Tree Count Land Use City



# Function of Urban Forestry Program - Core Competencies

- **Front line agency providing the City:**
  - Dedicated professional arboricultural staff
  - 24-7 Emergency management
  - Management and long-term planning to reach city-wide canopy goals
  - Arboricultural guidance for:
    - Other City departments: DOTE, B&I, MSD, WW, PS, CRC, OES, CMO, etc.
    - Community Leaders: community councils, business districts and NP organizations
  - Innovative cutting-edge solutions to UF issues through:
    - Direct research – UTC analysis, Univ. Partners
    - Pilot projects – soil cells/concrete shaving, bio-char, carbon offset opportunities
    - Technological advancements – GIS integration

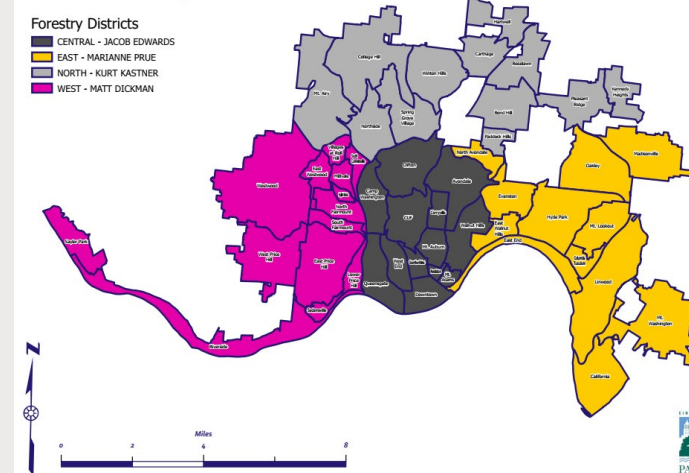


# Who Manages the Urban Forest

## Current Staffing and Roles

- 1 UF Supervisor – City Forester
  - Oversees the budget/assessment proceedings
  - Ensures the team is working towards the UF Goals set by the division, department, and City
  - Storm cleanup / On call Emergency Response
- 4 UF Specialist – 4 districts (N, S, E, & W)
  - Oversee contract management within district
    - EM, PM, Stumps, and Plantings
  - City and Community liaison for UF Issues in their district
  - Storm cleanup / On call Emergency Response
- 2 UF Technicians –
- Groundwork –
  - Small tree pruning and watering
    - Clearance for sidewalks and streets
    - Storm cleanup / On call Emergency Response
- GIS Analyst - Geospatially manages:
  - Manages the Urban Forestry Assessment Data
  - Conducts decennial Urban Tree Canopy (UTC) assessment
  - Builds maps specific to community needs/outreach/issues
  - Storm cleanup / On call Emergency Response

Cincinnati Park Board  
Urban Forestry Districts



# Urban Forestry Conflicts / Challenges

Not Warranted

- Some residents do not want trees for various reasons

Urban Growth & Expansion

- Canopy Loss due to development and construction pressure
- Conflicts with sidewalks (Results in 7% to 10% of Total Removals)

Vandalism

- Trees destroyed and lost

Changing Climate

- Annual 100-year storm events resulting in tree failures
- Landslide vulnerability

Diligent Risk Management

- Large living organisms in dense urban environment

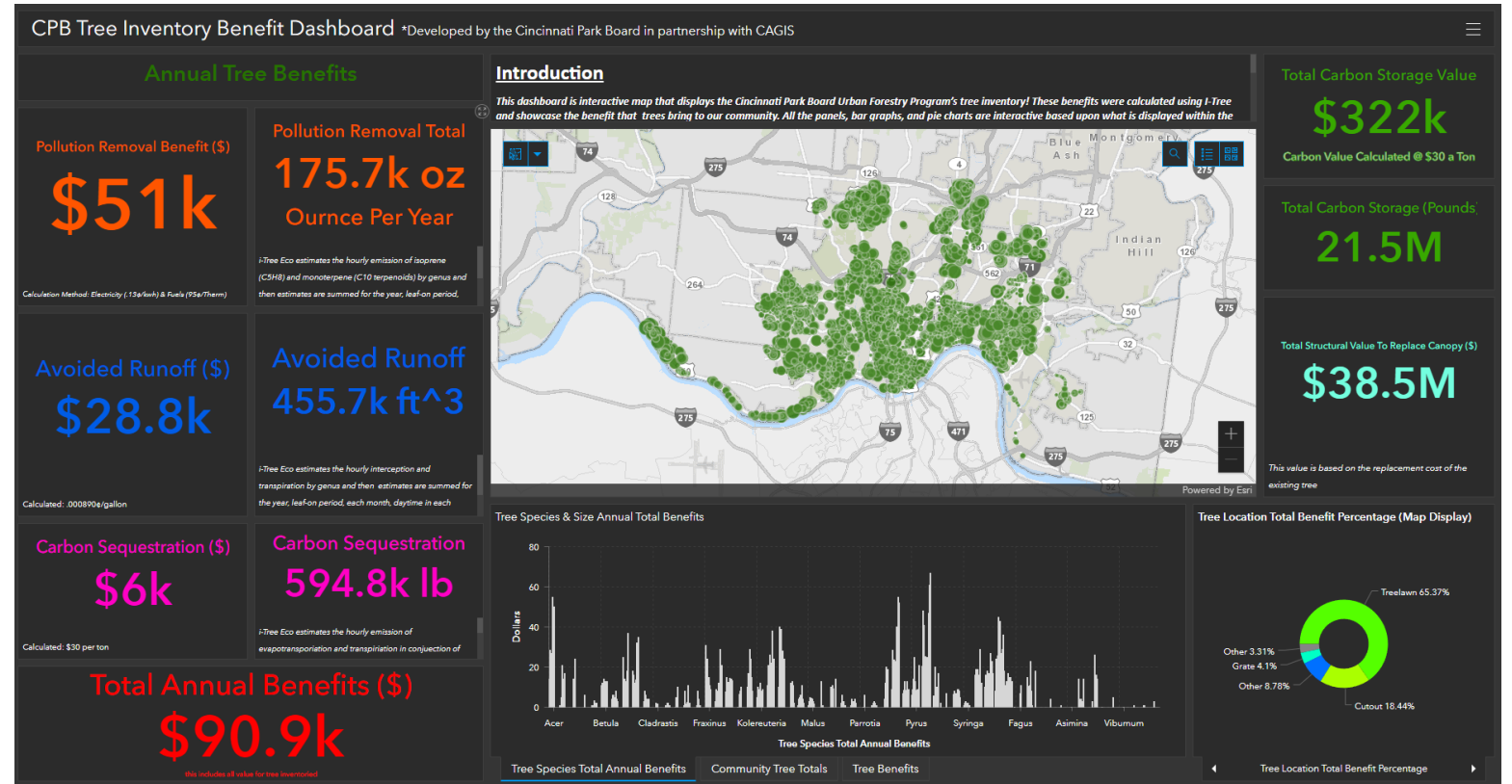
# Return on Investment

## Cincinnati Dashboard

- Avoided Run Off
- Carbon Storage / Sequestration
- Pollution Removal

## Other Benefits not calculated

- Energy Reduction via Shade
- Property Value
- Streetscape / Walkability
- Mental Health



# Cincinnati Tree Street Tree Inventory Benefit Dashboard

<https://cagisportal.maps.arcgis.com/apps/dashboards/43832a915d334d8db41f72b42eac2999>



# Return on Investment

- Not a defined science
- Literature varies widely on the average benefit for street trees
- Cincinnati Street Tree ROI
  - 80,000 Street Trees
  - Budget \$2,379,930
  - Budget Cost Per Tree: \$29.75
  - Benefit Per Tree \$55\* (*conservative*)
  - Annual Benefits All Street Trees: \$:4,400,00
  - Annual ROI: \$2,020,070
- Dollar Spent Ratio – for every **\$1** spent on a street tree the city receives **\$1.85** in return

\*

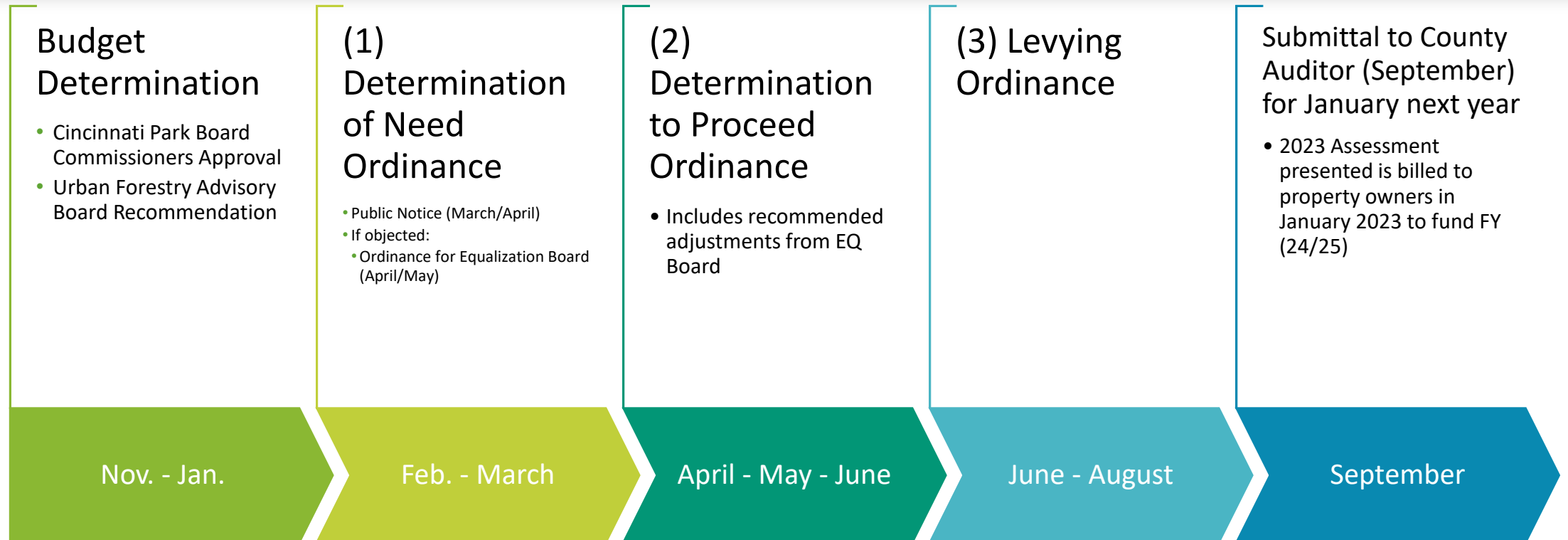
[https://treenet.org/wp-content/uploads/2017/06/02TS-THE-ECONOMIC-VALUE-OF-TREES-IN-URBAN-AREAS\\_Killicoat-Puzio-Stringer.pdf](https://treenet.org/wp-content/uploads/2017/06/02TS-THE-ECONOMIC-VALUE-OF-TREES-IN-URBAN-AREAS_Killicoat-Puzio-Stringer.pdf)

<https://treenet.org/resources/the-economic-value-of-trees-in-urban-areas-estimating-the-benefits-of-adelaides-stret-trees/>

# Assessment & Budget

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# Assessment Process



# How management of the UF is funded?

**ORC 727.011** - Special Assessment to control, planting, care, and maintenance of shade trees within ROW

- Front Footage (FF) Method
- **Every** property owner contributes (public, private, nonprofit, and tax exempt)
  - City pays all public property footage (City, County, State and Federal)

## Budget Approval Process:

- Operating budget determines fiscal year front footage rate
  - Cincinnati Urban Forestry Advisory Board (CUFB)
  - Park Board Commissioners – make final recommendation to Council

UF Assessment 2022	Parcels	Front Footage (ft)	Revenue
Private Property	102,158	8,366,570	\$1,756,979.76
LMI	56,499	4,768,100	\$1,001,301.00
Above LMI	45,659	3,598,470	\$755,678.76
Public Property	7,361	1,576,736	\$331,114.56
City	3,762	1,059,705	\$222,538.05
UC, Library, Board of Education	333	112,754	\$23,678.34
County	1,523	228,838	\$48,055.98
State	1,713	151,826	\$31,883.46
Federal	30	23,613	\$4,958.73
<i>Street Intersections</i>		1,500,000	\$315,000.00
<i>City Total</i>		3,076,736	\$646,114.56
<b>Totals</b>	<b>109,413</b>	<b>11,433,711</b>	<b>\$2,403,094.32</b>
<i>Annual Delinquencies</i>			<i>(\$100,000.00)</i>
<b>Total</b>	<b>109,413</b>	<b>11,433,711</b>	<b>\$2,303,094.32</b>
<i>31¢ Per Linear Foot where properties abut public right-of-Way</i>			

UF Assessment 2022	Mean	Median
Private Property		
LMI	\$17.70	\$10.50
Above LMI	\$16.60	\$10.50
Public Property	\$45.00	\$10.60

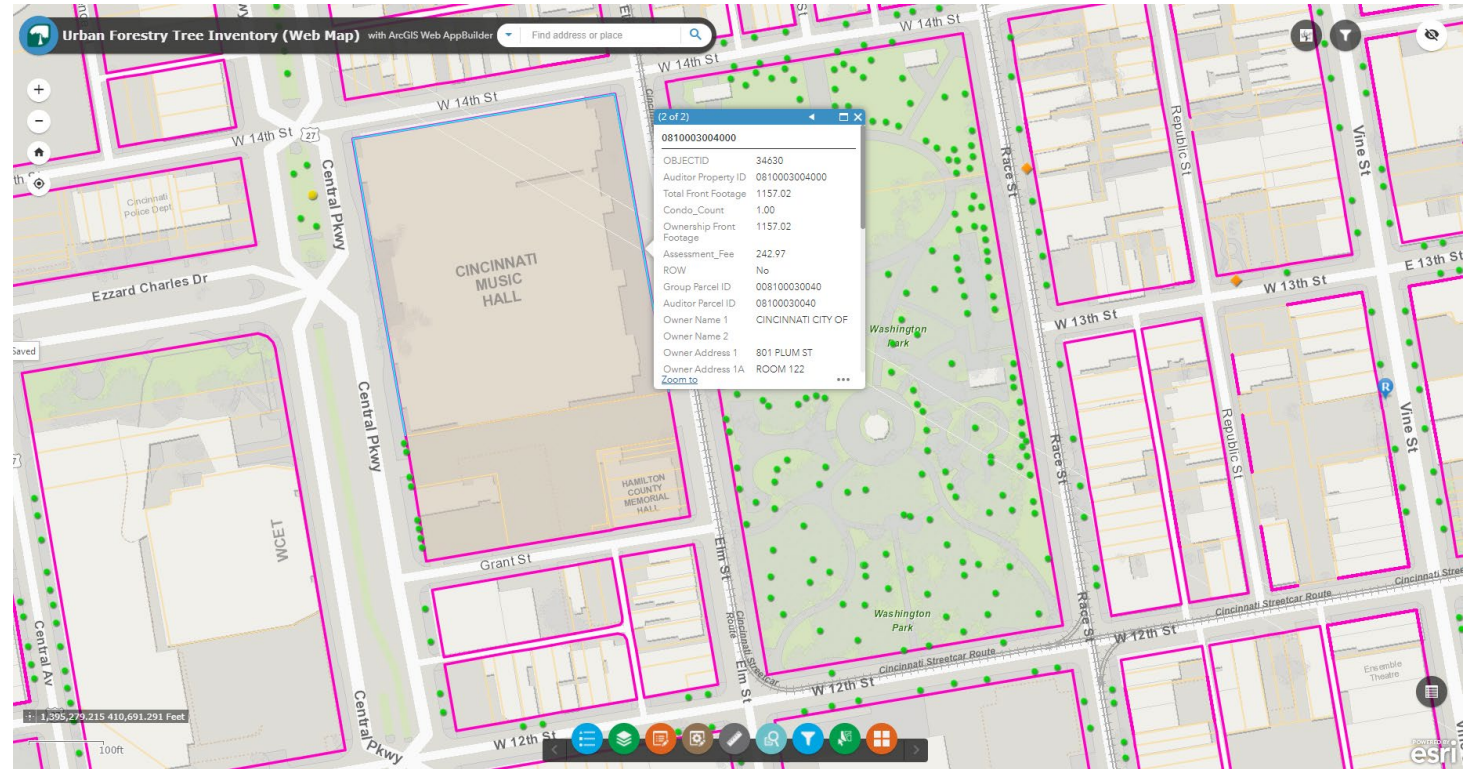
*\*LMI (low to moderate income) is defined by the Department of Housing and Urban Development and calculated via Census Block / Tracts through GIS applications*

# UF Front Footage Assessment

- Music Hall Example
  - ROW Abutting Streets
    - W14th Street
    - Central Parkway
    - Elm Street

- Total Footage/Fee:

***1,157ft x ¢.21 = \$242.97***



# UF Budget FY 22 and FY 23 Shortfall

## Anticipated costs for FY 22: (\$2.4 mil)

- Personnel: \$960,000 - 40%
- Equipment: \$70,000; 3%
- **Contractual – 56%**
  - EM: \$350,000 – 14%
  - PM - \$480,000 – 20%
  - Stumps - \$132,000; 6%
  - Planting - \$365,000; 16%
- Misc- \$19,000 – 1%

## Projections for FY 22 & 23: (\$2.6 mil)

- Personnel - \$896,950; 37%
- Equipment: \$35,000; 1%
- **Contractual – 69%**
  - EM - \$575,000; 24%
  - PM - \$640,000; 27%
  - Planting - \$130,000; 5%
  - Stumps – \$321,000; 13%
- Misc – \$52,000; 2%
  - (Fleet repair/fuel and utilities recently added to operating costs)

If assessment maintained at \$.21¢/ FF and operations continued unchanged, then by FY '24 Forestry would anticipate a budget shortfall of (- \$946,000)

# Addressing Current State: FY 22 and FY 23

## Current assessment rate @ 21¢ with the following budget cuts:

Focus strictly on core safety tree care services throughout the city: EM, PM, and priority stump grinding

- **FY 22: \$175K reduction**
  - **No spring street tree planting or young tree maintenance-** \$114,000
  - **No spring stump removal -** \$54,000
  - **No travel/training, small power equipment replacement –** \$7,000
- **FY 23: \$632K reduction**
  - **Significantly decrease PM Cycle -** \$171,000
  - **No street tree planting or young tree maintenance-** \$332,000
  - **No Stump removal -** \$120,000
  - **No travel/training, small power equipment replacement –** \$9,000
- **Anticipated cost borrowing forward to FY 24**
  - **\$274,000** – allows for continued progression of PM Cycle and covers anticipated cost of Emergency Management

# Reasons for shortfall

Increase in Arboricultural/Contractual Services.



Insufficient assessment increases within the last 10 years to keep pace with industry costs.



We have a lot of trees!

- *2020 Urban Canopy Analysis has shown we have more canopy than previous assessments and it's growing..... (38% in 2010 to 43% in 2020)*



# Over Reliant on Contractual Management of Urban Forest

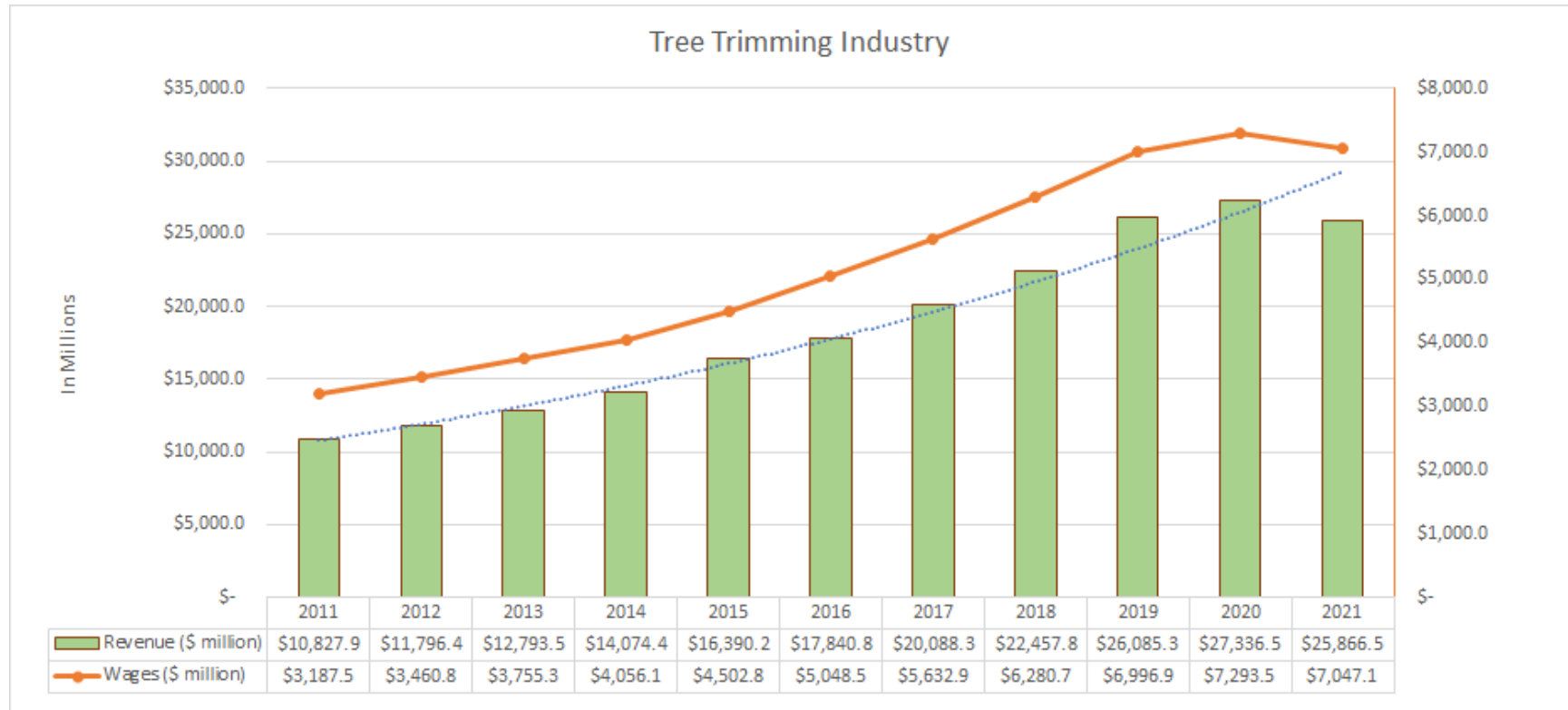
Increased Vulnerability to Market Fluctuations

Emergency Maintenance (EM)	Preventative maintenance (PM): 6-year pruning/removal cycle	Stump Grinding	Planting
<ul style="list-style-type: none"><li>• 1 contractor to provide:</li><li>• 24/7 emergency service<ul style="list-style-type: none"><li>• 2-hour response time to open blocked streets</li></ul></li><li>• Work order management<ul style="list-style-type: none"><li>• Prioritized: 30, 60, 90-day service request</li></ul></li><li>• <b>Rebid in 2021 -</b><ul style="list-style-type: none"><li>• <b>32% Annual cost increase</b></li></ul></li></ul>	<ul style="list-style-type: none"><li>• 5 pruning contractors, 5 removal contractors<ul style="list-style-type: none"><li>• UF solicits bids (unit/hourly)</li></ul></li><li>• <b>Costs have increased 37% compared to previous pruning cycles</b></li></ul>	<ul style="list-style-type: none"><li>• 1 contractor<ul style="list-style-type: none"><li>• Typically remove 1,200 stumps per year</li></ul></li><li>• <b>Due to increased cost for EM and PM this function will only be performed as funds allow for FY 22 and FY23</b></li></ul>	<ul style="list-style-type: none"><li>• 1 contractor<ul style="list-style-type: none"><li>• Typically plant 1,200 trees per year</li><li>• Goal: at minimum replace every tree removed</li><li>• Additional funds allocated to prioritized low canopy census blocks</li></ul></li><li>• <b>Due to increased cost for EM and PM this function will only be performed as funds allow for FY 22 and FY23</b></li></ul>

# Tree Trimming Industry Market Analysis

Tree Trimming Industry revenue increased 138.9% from \$10.8B in 2010 to \$25.9B in 2020

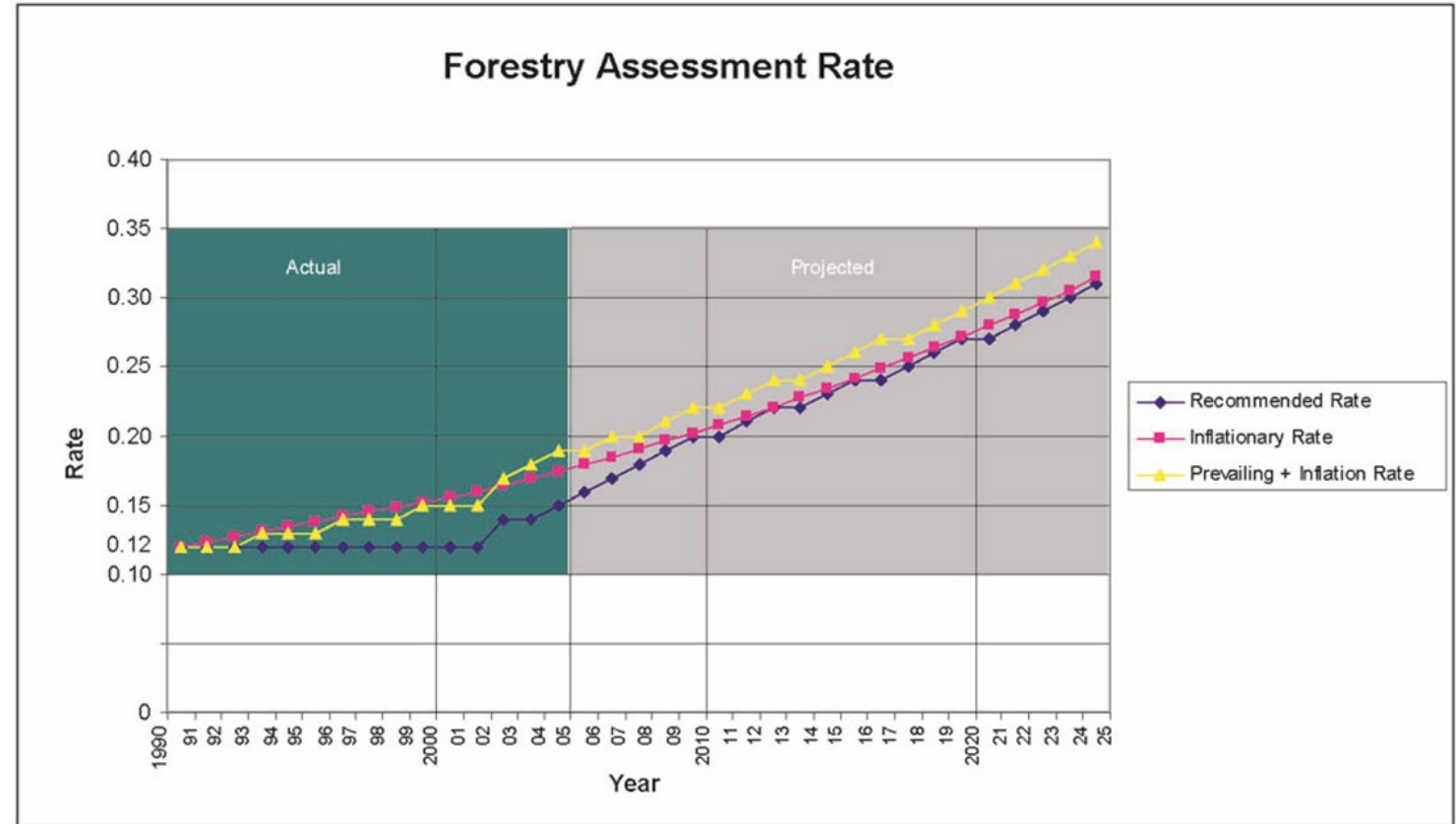
- During the same time period wage cost increased 121%.



\* IBIS Industry Report - Tree Trimming

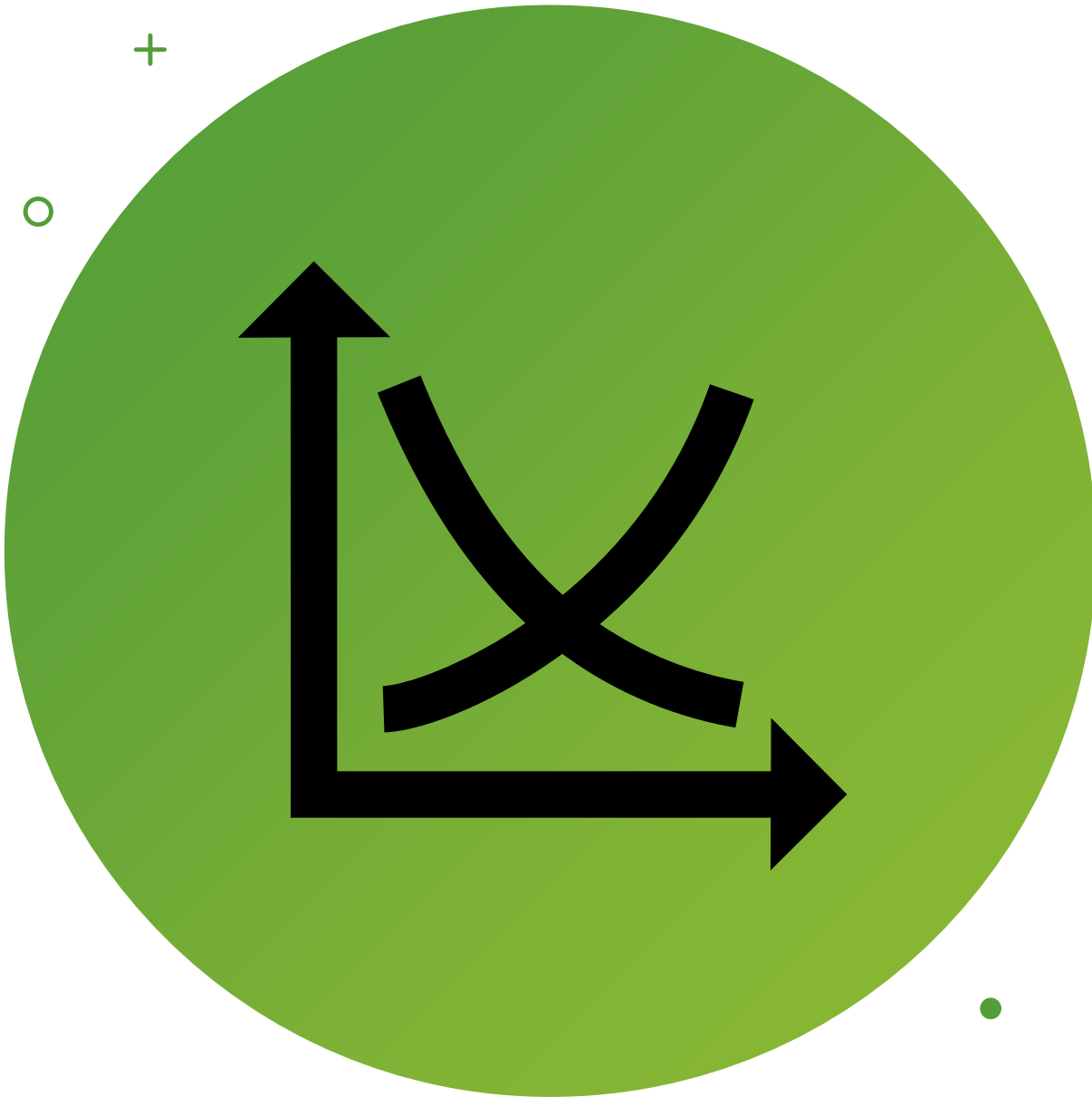
# Historic Projections (2005)

- Our predecessors were asking this same question
- Revealing we are now actualizing historic projections at an estimated \$.30



# Cincinnati Assessment Comparison

Municipality	Fee	Budget	Per Capita	Per Sq Mile
University Heights	\$0.80	\$503,668	\$39	\$276,893
Cleveland Heights	\$0.50	\$1,692,747	\$38	\$208,210
Canal Winchester	\$9.00	\$267,350	\$32	\$35,131
Toledo	\$0.50	\$5,000,000	\$18	\$59,439
<b>Cincinnati</b>	<b>\$0.21</b>	<b>\$2,305,470</b>	<b>\$8</b>	<b>\$28,985</b>
Shaker Heights	\$1.16	\$33,846	\$1	\$5,355



# Final Budget Analysis Options

## 1. No Assessment Increase

- Decreased service
  - Planting, stump grinding, innovative proactive care
- Decreased ability to maintain current state of canopy coverage and manage for long term positive impacts

## 2. 7¢ Increase (28¢)

- Maintain service level;
- Anticipated bi-annual increases required
- Maintain reliance on contractual services

## 3. 10¢ Increase (31¢) - *Recommended*

- Increase services
- Establish in house crew(s) to decrease contractual dependency
- Provide capacity to improve overall equity of canopy distribution

# Assessment Increase

UF Assessment Comparison	0.21	0.31	
<b>Public</b>	<b>\$1,756,979.76</b>	<b>\$2,593,636.79</b>	
City	\$330,958.15	\$488,557.27	
Intersections	\$315,000.00	\$465,000.00	
<b>Delinquency</b>	<b>-\$100,000.00</b>	<b>-\$100,000.00</b>	
<b>City Total</b>	<b>\$645,958.15</b>	<b>\$953,557.27</b>	
<b>Total</b>	<b>\$2,302,937.91</b>	<b>\$3,447,194.07</b>	
<b>Property Owner Impact</b>	<b>Median</b>	<b>Median</b>	
Private Property		<i>Difference</i>	
LMI	\$10.50	\$15.00	\$4.50
Above LMI	\$10.40	\$15.00	\$4.60

How the proposed assessment increase will impact Cincinnati property owners and the City financially.

# CPB Recommendation:

## Increase Forest Assessment to at least \$.31/ FF

- Equates to \$3.4M/yr and would cover projected costs through FY 28

## Doing so would allow for:

- Continued services to maintain a climate resilient urban forest
  - Borrowing forward between now and FY 24
  - Dedicated emergency management for increased storm events
  - Get pruning cycle back on 6-year track
  - UTC/Ecological analysis to inform future needs for the city
- Create inhouse crews to minimize contractual reliance
  - Tree Crew
  - Planting
  - Youth to Work?
- Targeted plantings in areas of highest need
  - Minimum 2,000 trees
- Maintained FF fee for 5-9 years
- Build recommended 10% annual reserve for future market fluctuations





# Questions?



March 2, 2022

**To:** Mayor and Members of City Council 202200526  
**From:** John P. Curp, Interim City Manager  
**Subject:** Resolution – 2023 Urban Forestry Special Assessment

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Attached is a resolution captioned:

**DECLARING** the necessity of assessing for the control of blight and disease of shade trees along the streets and the public right-of-way, and for planting, care, maintenance, trimming, and removing of shade trees in and along the streets within the City of Cincinnati's Urban Forestry Maintenance District for the year 2023.

The Board of Park Commissioners at their **December 16, 2021**, meeting recommended an assessment rate of \$0.31 per front foot to continue funding of street tree maintenance and planting services in 2023. It was determined that the existing rate of \$0.21 per front foot is insufficient to continue current service levels and various program activities and has resulted in budget deficits for the Urban Forestry program. As detailed in the supporting documentation, the increased rate is necessary to cover substantial additional costs of operations. For a majority of property owners, including those above and below the low- to moderate-income levels, the increase amounts to approximately \$5.00 per year (from \$10.50 to \$15.50). The Administration recommends the adoption of this resolution.

Attachment I – Assessment Resolution

Attachment 2 – Work Plan Narrative and Budget

Attachment 3 – Executive Summary of Budget Justification

cc: John Neyer, Interim Director of Parks  
Robin O. Hunt, Supervisor of Urban Forestry  
Andrew Garth, City Solicitor

# Legislative Resolution

KKF  
AWB

RESOLUTION NO. \_\_\_\_\_ - 2022

**DECLARING** the necessity of assessing for the control of blight and disease of shade trees along the streets and the public right-of-way, and for planting, care, maintenance, trimming, and removing of shade trees in and along the streets within the City of Cincinnati's Urban Forestry Maintenance District for the calendar year 2023.

WHEREAS, the City of Cincinnati created an Urban Forestry Maintenance District for the purpose of controlling the blight and disease of shade trees within the public right-of-way, and for the planting, care, and maintenance of shade trees as authorized by Ohio Revised Code Section 727.011, including without limitation the estimated cost of capital improvements, equipment, personnel, and maintenance to support the Urban Forestry Maintenance District; and

WHEREAS, the Board of Park Commissioners oversee the Urban Forestry Program to serve the needs of the Urban Forestry Maintenance District; and

WHEREAS, the Board of Park Commissioners, by motion on December 16, 2021, urged the continuation of the Urban Forestry Program in accordance with the plans, estimates, and schedules currently filed with the Clerk of Council; and

WHEREAS, the Board of Park Commissioners recommend levying an assessment of \$0.31 per front foot to fund the 2023 Urban Forestry Program, for total revenue of about \$3.3 Million per year, which is an increase from the current rate of \$0.21 per front foot (about \$2.4 Million total), which is to be assessed on the property tax rolls in calendar year 2023 and collected for use in the Urban Forestry Program's Fiscal Year 2024 budget; and

WHEREAS, the increase is necessary due to an increase of over 30 percent in operational costs over the past several years for emergency management and preventative maintenance contractual services, personnel, maintenance, equipment, and materials, that has resulted in budget shortfalls for Fiscal Years 2022 and 2023; and

WHEREAS, Park staff researched impacts to Cincinnati private property owners, finding that the majority of property owners, both above and below the low- to moderate-income status, would see an annual cost increase from \$10.50 to \$15.50 per year; and

WHEREAS, Park staff researched other Ohio municipalities that impose assessments for their urban forestry programs and found that Cincinnati has one of the lowest rates in the state, with a comparable program in the City of Toledo imposing an assessment of \$0.50 per front foot while serving a smaller population and less overall tree canopy coverage; now, therefore,

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

Section 1. That it is hereby declared necessary and conducive to public health, convenience, safety, and welfare to continue the Urban Forestry Program for the control of blight and disease of shade trees along the streets and the public right-of-way, and for the planting, care, maintenance, trimming, and removing of shade trees in and along the streets and the public right-of-way within the City of Cincinnati's Urban Forestry Maintenance District, including without limitation the estimated cost of capital improvements, equipment, personnel, and maintenance to support the Urban Forestry Maintenance District, which includes all territory within, and coextensive with, the City's boundaries, for the year 2023.

Section 2. That the plans and estimates of costs to fund the Urban Forestry Program, now on file with the Clerk of Council, are hereby approved.

Section 3. That the City of Cincinnati shall pay at least two percent of the total cost and expense of the Urban Forestry Program and assume the costs for intersections and uncollectible assessments against state and federally-owned property. The assessment shall be by the front foot method, at the rate of \$0.31 per front foot, upon all lots and lands bounding and abutting public right-of-way in the Urban Forestry Maintenance District.

Section 4. That the assessment shall be paid in cash to the City Treasurer within thirty days after the passage of the assessing ordinance. Assessments not paid in cash within that period shall be certified by the proper City of Cincinnati official to the Hamilton County Auditor for collection and shall be paid in one annual installment, at the same time and in the same manner as real property taxes due and payable in December 2023.

Section 5. That the City of Cincinnati does not intend to issue securities in anticipation of the levy or collection of the assessment.

Section 6. That the City Administration shall prepare, in accordance with the method of assessment set forth in Section 3 hereof, an estimate of the amount of the assessment against each lot or parcel to be assessed, and shall file it in the Office of the Clerk of Council.

Section 7. That notice of the passage of this resolution shall be given pursuant to Sections 727.13 and 727.14 of the Ohio Revised Code.

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

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

## **2023 Street Tree Program Recommended Budget Report**

At \$0.31 per front foot, this assessment would provide an anticipated revenue amount of \$3.3 million. After review of historical assessment payments from the County Auditor, Park Board CFO determined that the Urban Forestry Assessment averages an annual delinquency rate of \$100,000. Given the increased cost of the emergency and preventative maintenance contractual services from FY22 and 23, the Urban Forestry Program is anticipating a cost overrun of \$274,000 in hazard tree abatement and preventative maintenance that must be borrowed forward from the 2023 assessment year. Therefore, equating to a FY24 operating budget of \$2,964,400. The work plan below provides high level details for anticipated expenditures for this budget.

### **Personnel – \$971,000**

Salary and fringes for 50% Division Manager of Natural Resources, 50% Senior GIS Analyst, Urban Forestry Supervisor, four Urban Forestry Specialists, two Florists, one Administrative Technician, one seasonal Recreational Specialist for GIS and Street Tree Inventory, one seasonal Recreational Specialist dedicated to young tree maintenance.

### **Capital Equipment – \$53,000**

Capital equipment – Pickup truck

### **Maintenance – \$1,728,000**

Emergency - Continuation of the routine and emergency street tree maintenance

Preventive Pruning Cycle (PM) – Comprehensive street tree pruning for the Carthage, Hartwell, California, Mt. Washington, East End, Linwood, Columbia Tusculum, Mt. Lookout, Oakley, and Madisonville neighborhoods.

Stump Grinding - Continued routine and back log stump removal from FY22 and 23

### **Planting – \$164,000**

Spot Planting - maintain citywide planting program to support development projects and to replace trees removed in all communities

Comprehensive Planting –targeted plantings in the highest need neighborhoods as determined by the 2020 Urban Tree Canopy Analysis

Young Tree Maintenance – water and fertilize two-year-old trees most susceptible to drought damage to increase survivability rates

### **Miscellaneous Non-Personnel – \$48,400**

Municipal Garage repair and fuel costs, staff training/certification retention, CAGIS licenses, office and field supplies.

**RECOMMENDED 2023 ASSESSMENT BUDGET FOR FY24**  
**Urban Forestry Street Tree Program**  
**Division of Natural Resource**  
**Cincinnati Park Board**

Assessment rate: \$0.31/ft

<b>EXPENSES</b>	<b>Proposed 2023 Budget</b>
Personnel	\$971,000.00
Capital Equipment	\$53,000.00
Contractual	
Emergency	\$575,000.00
Preventive	\$1,003,000.00
Stump Grinding	\$150,000.00
Planting	\$150,000.00
Young Tree Maintenance	\$14,000.00
Materials & Supplies	\$48,400.00
<i>Training + Travel</i>	<i>\$1,500.00</i>
<i>*Fleet (Repair + Fuel)</i>	<i>\$27,000.00</i>
<i>*Utilities</i>	<i>\$6,000.00</i>
<i>Advertisement</i>	<i>\$2,000.00</i>
<i>Office Supplies</i>	<i>\$3,000.00</i>
<i>Hort. + Small Power Equip</i>	<i>\$900.00</i>
<i>CAGIS Annual Licenses</i>	<i>\$8,000.00</i>
<i>(sum of above)</i>	<b><i>\$48,400.00</i></b>
<b>TOTAL</b>	<b>\$2,964,400.00</b>
<b>REVENUE</b>	
Fund 792 assessment	\$3,338,612.65
<b>Anticipated Delinquencies</b>	<b>-\$100,000.00</b>
<b>Anticipated Cost Overrun</b>	
FY 22	\$ (118,000.00)
FY 23	\$ (156,000.00)
	<b>-\$274,000.00</b>

### **Attachment 3: Executive Summary of UF Budget Justification**

Cincinnati's Parks Urban Forestry Program (UFP) provides hazard abatement and routine maintenance for the City's approximately 80,000 street trees. The UFP is funded through an annual assessment, presently (FY '22 and '23) set at \$0.21/FF (front foot) and with budgeted expenditures of \$2.4 million. In June 2021, the City's critical emergency tree services (EM) contract was publicly bid resulting in more than a 30% increase. The UFP analyzed the three year average (2018 – 2021) to determine the number of pruning/removal units per size class, and hourly time and material costs of past work performed under the EM contract. Based on these averages, costs were anticipated to increase \$187,000 for FY '22, from \$388,000 per year to \$575,000 (32% increase). A review of the historic cost of the UFP's Preventive Maintenance Pruning and Removal (PM) contracts revealed similar cost increases. For example, the unit price to prune a tree in Westwood increased from \$45 in the 2014 cycle, to \$70 in 2021, a 36% increase.

Under the guidance of Parks Chief Financial Officer (CFO), the UFP procured an *IBIS Tree Trimming Services Industry Report* that revealed tree trimming costs nationwide have increased 36% over the past 10 years. The report explains that this is due to labor supply, corresponding wage increases, and increased demand for services. The increased costs the UFP noted for its EM and PM bids is consistent with the findings of this IBIS business sector report. The Parks CFO noted that market analysis should be used to guide historic assessment increases and had this been done over the past 10 years, the UFP should have been at \$0.31/ FF instead of the current rate of \$0.21/ FF. This would have permitted UFP operations to better respond to market increases. Staff researched other Ohio municipalities that use FF assessment to fund their urban forestry programs, finding that Cincinnati has one of the lowest rates in the state. Toledo, Ohio, the closest comparison city to Cincinnati, is currently assessing more than double the FF rate, at \$0.50/FF, while serving a smaller population, similar sized area, but with less canopy coverage, and the same number of street trees.

From the initial findings, the UFP determined that if it were to continue full operations as planned, there would be a projected deficit of \$290,000 in FY 22, and \$635,000 in FY 23 resulting in budgetary shortfalls that would continue to compound and impact the city into the future. In anticipation, several options were considered to address the consequences, both mid-term (within the current and next fiscal year), and long-term (beyond FY 23).

**Mid-Term:** Starting the third quarter of FY 22 and through FY 23, UFP will cease planting and stump grinding services, focusing solely on hazard tree abatement, emergency response and preventative maintenance. Based on historic workload averages, this will require the UFP to borrow forward to FY24 (assessment year 2023) in the amount of \$274,000.

**FY 24:** Staff considered and analyzed the following options to correct for shortfall long term:

- 1) Maintain current assessment rate at \$0.21 and decrease services
- 2) Development of in-house tree crews
- 3) Increase the UF Assessment to meet our expected budgetary program needs.

Option 1 represents the worst-case scenario. An assessment rate of \$0.21/FF would bring insufficient revenue to keep pace with the costs of the local tree industry and inflation overall. Substantial programmatic cuts to planting and stump grinding would be necessary to balance the UFP budget. In addition, work scheduled under the preventive tree maintenance cycles would have to be strategically assigned based upon available budget, further delaying much needed tree care in neighborhoods that are already two to three years behind schedule. This would place more burden on the EM contract thereby decreasing efficiencies and increasing costs.

Option 2 would allow the UFP to minimize reliance on contractual tree services, through the creation of new positions, followed by hiring and outfitting an in-house tree crew. The drawback to this option would be the high initial cost for equipment purchases, coupled with the increasingly long time required for city vehicle acquisition. Also, the current salaries offered for City tree climbing positions are not competitive with private industry, creating a shortage of qualified tree climbers. Parks is currently working to address the latter issue with Central HR. Option 2 would still require an assessment increase of at least \$0.30/FF to hire and outfit a crew.

The best-case scenario would be Option 3, providing an adequate assessment increase commensurate with industry costs. This would allow the UFP to continue services as they have historically functioned and explore a hybrid approach with Option 2, adding an in-house crew over time, while maintaining current management objectives for tree maintenance and planting. Forestry staff calculated the community impact of a \$.10 increase, within and above low and medium income (LMI) census tracts as designated by HUD. Running these models indicated that an increase of \$0.10/FF from the current rate of \$0.21/ FF would have an equal impact on those above and below LMI. Meaning that the majority of property owners would go from paying **\$10.50 per year to \$15.50**.

The Urban Forestry Advisory Board (UFAB), tasked with guiding the UFP, is made up of City Manager appointed residents and departmental appointed city officials. Findings in this report were first presented to UFAB during their October meeting, in which the Board unanimously passed a motion to recommend the Board of Park Commissioners (CPB) set the determination of need for the Urban Forest assessment at \$0.31/FF. After supplying a detailed report of the current situation, staff presented findings and options to the CPB, during its December meeting. The CPB unanimously recommended that City Council increase the 2023 Forestry assessment to \$0.31/ FF, to allow the UFP to continue making strides in equitably increasing tree canopy coverage where it's needed most, get the pruning cycle back on schedule, work toward the incorporation of an in-house tree crew to reduce reliance on contractual services, and begin to build a 10% budgetary reserve to buffer against unforeseen, yet inevitable market fluctuations.

At this assessment rate, staff has developed a plan to minimize projected overruns for the next two fiscal years. FY22 and 23 funds will be focused on continued hazard tree abatement and progress to catch up on the preventive maintenance cycle, while conducting tree replacement and stump grinding as the budget allows. By doing so, staff has minimized the projected shortfall from \$925,000 to \$274,000. As noted, this deficit would be covered by borrowing forward to FY 24. This assessment rate for FY25 will allow us to work towards meeting the goals set by the CPB noted above.





202200746

**Reggie Harris**  
Councilmember

March 21, 2022

## MOTION

### *Anti-Corruption Measures and Developer Lists*

To continue initiatives to restore public trust in City government, WE MOVE that the Administration provide a report within forty-five days regarding the status of the implementation of Item #202103025, passed on October 22, 2021, which enacted Chapter 119 of the Cincinnati Municipal Code. The report should include two public lists: first, the "Temporary Prohibition List" mandated by C.M.C. Sec. 119-1-T, identifying developers currently doing business with the City and second, the "City Business List" mandated by C.M.C. Sec. 119-1-C3, identifying companies and individuals with a financial interest in city business. The report should also include a plan for the continued implementation and maintenance of the list.

  
\_\_\_\_\_  
Councilmember Reggie Harris

  
\_\_\_\_\_  
Councilmember Meeka D. Owens

MW 3/21/22

20230321



202200791

**Mark Jeffreys**  
Councilmember

March 22, 2022

## MOTION

### *PACE Financing & Government Efficiencies*

WE MOVE that, the Administration provide a report back to Council within ninety (90) days with a feasibility analysis of Council pre-authorizing all necessary legislative items that are directly associated with PACE financing as well as a potential framework by which the Administration can evaluate future PACE deals administratively.

WE FURTHER MOVE that, the Administration also report back to Council with a feasibility analysis of allowing for more than one program administrator to support PACE deals in the city as well as any metrics the City can use to evaluate future program administration.

WE FURTHER MOVE that, the Administration outline: 1) Cincinnati's and Hamilton County's current fee structures as it relates to PACE, 2) how much revenue the City's fees generate annually, and 3) how Cincinnati's and Hamilton County's fee structures compares to other peer cities and counties.

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## STATEMENT

Property Assessed Clean Energy (PACE) financing is a tool designed to allow property owners interested in installing energy improvement projects the ability to take advantage of potentially lower interest rates and longer financing terms associated with public bonds via Energy Special Improvement Districts (ESIDs). This type of financing helps close financial gaps on commercial projects utilizing energy efficient improvements with no cost to taxpayers. Although this program is available for both residential and commercial property owners, Cincinnati only allows for commercial PACE at this time.

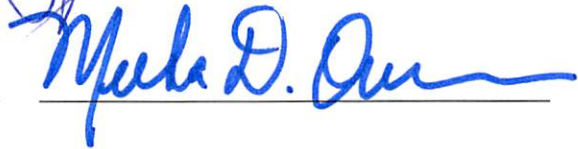
The City of Cincinnati currently mandates people looking to utilize PACE financing work through one, single program administrator—OHIO PACE. There is some thought that by allowing for more than one program administrator may make PACE more accessible by increasing competition. Additionally, as a matter of procedure, after the Administration reviews the proposed ESID, City Council must pass several legislative items to enact the ESID. This

legislative process, which historically results in approval by Council, adds unnecessary work for the Administration and adds several weeks to the development process for these projects seeking more environmentally sustainable designs.

Other cities and stakeholders in Ohio have embraced PACE in a way that Cincinnati and Hamilton County have not. For example, it is our understanding that Cincinnati's and Hamilton County's fee structure is higher than our peer cities/counties. This has contributed to a disproportionately low amount of PACE investment in Cincinnati compared to our peer cities. For example, over the past thirteen years, Cincinnati has seen \$22 million in PACE investment. This is six times less than Columbus's \$150 million during that same time period and significantly less than Dayton's \$33 million. Analyzing our regulatory structure surrounding PACE financing can have huge environmental and financial implications for our city; therefore, we need to take these small, creative steps towards making PACE an easy and indispensable part of development in Cincinnati.



Councilmember Mark Jeffreys



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3/23

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202200777

**Greg Landsman**  
*Councilmember*

March 21, 2022

## MOTION

*Problem Properties & Additional Litigators*

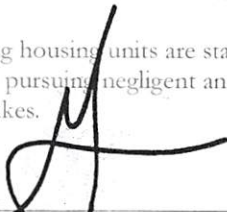
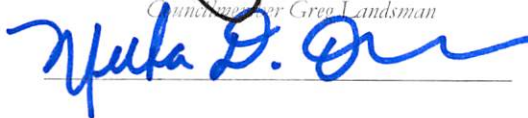
We hereby move that the Administration provide a report on the impact of additional litigators on increasing the number of successful cases against problem properties.

## STATEMENT

Across Cincinnati, some of our most marginalized residents are living with insufficient utilities, bug infestations, drug dealing and crime, and general neglect. Problem properties — most often defined as rental properties wherein the owner/landlord refuses to meet safety and maintenance codes for extended periods of time, ultimately placing their tenants in unsafe living conditions — have long been an issue impacting renters, neighborhoods, and the regulators tasked with keeping track of them.

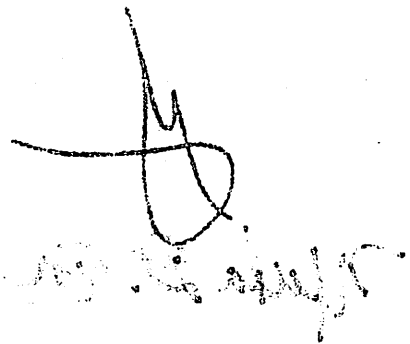
From establishing a pilot registration program for repeat offenders to trying to create a more effective housing court for addressing these issues, many leaders at the City level have tried to tackle code enforcement of these properties in new ways. Training and education regarding building security and landlord responsibilities; Inspectors and employees in charge of health code enforcement work tirelessly to follow-up on reports of property neglect and violations; but, all efforts to deal with this matter are futile if our team of City litigators, who take the worst of the worst (habitual offenders hostile to compliance) to court, are too understaffed to pursue punishment.

Ensuring existing housing units are stable and safe is a key part of tackling Cincinnati's housing crisis, therefore more effectively pursuing negligent and careless problem properties should be a priority for this Council. No matter what it takes.

  
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*Councilmember Greg Landsman*  
  
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*Councilmember Reggie Harris*  
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77700000

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a series of connected loops and a final flourish.

March 23, 2022

**To:** Mayor and Members of City Council 202200702

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

**Subject:** **Emergency Ordinance – OPDA: Cities for Financial Empowerment Fund Grant**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$75,000 from the Cities for Financial Empowerment Fund for the purpose of creating a blueprint to address racial wealth inequity through residential financial empowerment in the City of Cincinnati; **AUTHORIZING** the Director of Finance to deposit the grant resources into General Fund revenue account no. 050x8571; and further **AUTHORIZING** the transfer and appropriation of up to \$75,000 from the unappropriated surplus of the General Fund to the Office of Performance and Data Analytics’ non-personnel operating budget account no. 050x108x7200.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$75,000 from the Cities for Financial Empowerment Fund for the purpose of creating a blueprint to address racial wealth inequity through residential financial empowerment in the City of Cincinnati. This Emergency Ordinance also authorizes the Director of Finance to deposit the grant resources into General Fund revenue account no. 050x8571 and further authorizes the transfer and appropriation of up to \$75,000 from the unappropriated surplus of the General Fund to the Office of Performance and Data Analytics’ non-personnel operating budget account no. 050x108x7200.

The Office of Performance and Data Analytics anticipates receiving ninety percent of the grant award in FY 2022 and the remaining 10% of the grant award in FY 2023 upon the successful completion of grant deliverables. This grant does not require a local match or new FTEs.

Acceptance of the Cities for Financial Empowerment Fund grant is in accordance with the “Live” goal to “[c]reate a more livable community,” and strategy to “[s]upport and stabilize our neighborhoods,” as described on pages 156 – 163 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant resources in order to begin the grant work at the earliest possible time.

The Administration recommends passage of this Emergency Ordinance.



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

Attachment



**EMERGENCY**

**AKS**

**-2022**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$75,000 from the Cities for Financial Empowerment Fund for the purpose of creating a blueprint to address racial wealth inequity through residential financial empowerment in the City of Cincinnati; **AUTHORIZING** the Director of Finance to deposit the grant resources into General Fund revenue account no. 050x8571; and further **AUTHORIZING** the transfer and appropriation of up to \$75,000 from the unappropriated surplus of the General Fund to the Office of Performance and Data Analytics' non-personnel operating budget account no. 050x108x7200.

WHEREAS, there is a grant available in the amount of up to \$75,000 from the Cities for Financial Empowerment Fund for the purpose of creating a blueprint to address racial wealth inequity through residential financial empowerment in the City of Cincinnati; and

WHEREAS, the Office of Performance and Data Analytics anticipates receiving ninety percent of the grant award in Fiscal Year 2022, and the remaining ten percent is expected to be received in Fiscal Year 2023 upon the successful completion of grant deliverables; and

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

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

WHEREAS, acceptance of the Cities for Financial Empowerment Fund grant is in accordance with the "Live" goal to "[c]reate a more livable community," and strategy to "[s]upport and stabilize our neighborhoods," as described on pages 156-163 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 an amount of up to \$75,000 from the Cities for Financial Empowerment Fund for the purpose of creating a blueprint to address racial wealth inequity through residential financial empowerment in the City of Cincinnati.

March 23, 2022

**To:** Mayor and Members of Council 202200703  
**From:** John P. Curp, Interim City Manager  
**Subject:** **Ordinance – DOTE: RAISE Grant Application**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a Rebuilding American Infrastructure with Sustainability and Equity grant awarded by the United States Department of Transportation in the amount of up to \$25,000,000 for the purpose of conducting a Complete Streets project, which includes improving the safety of city streets and enhancing bicycle and pedestrian connections and safety.

This Ordinance authorizes the City Manager to apply for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant awarded by the United States Department of Transportation (DOT) in the amount of up to \$25,000,000 for the purpose of conducting a Complete Streets project, which includes improving the safety of city streets and enhancing bicycle and pedestrian connections and safety.

The RAISE grant award ranges from a minimum of \$5,000,000 to a maximum of \$25,000,000. The Department of Transportation and Engineering intends to apply for the maximum grant award amount to conduct a Complete Streets project, State to Central: Building Better Neighborhoods. This project will include right-sizing Linn Street from Central Parkway to West 8<sup>th</sup> Street and West 8<sup>th</sup> Street from Linn Street to downtown, creating and improving bicycle connections on West 8<sup>th</sup> Street from Linn Street to downtown, installing streetscape and pedestrian safety improvements along State Avenue, and other projects suitable to fulfill the grant purpose.

If the City is awarded the grant, a 20 percent local match will be required and will need to be identified prior to accepting the award. This grant does not require new FTEs.

This grant project is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 129 – 138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for a Rebuilding American Infrastructure with Sustainability and Equity grant awarded by the United States Department of Transportation in the amount of up to \$25,000,000 for the purpose of conducting a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety.

WHEREAS, the United States Department of Transportation will award up to \$25,000,000 in grant funds through the Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) program for the purpose of investing in road, rail, transit, and port projects that promise to achieve national objectives; and

WHEREAS, the RAISE grant award amount ranges from a minimum of \$5,000,000 to a maximum of \$25,000,000 per grant; and

WHEREAS, the City has multiple priorities to improve street safety for vehicles, bicycles, and pedestrians; and

WHEREAS, the Department of Transportation and Engineering (“DOTE”) intends to apply for the maximum amount for a grant to conduct a Complete Streets project, State to Central: Building Better Neighborhoods, which will include the right-sizing of Linn Street from Central Parkway to West 8th Street and West 8th Street from Linn Street to State Avenue, creating and improving bicycle connections on West 8th Street from Linn Street to downtown, installing streetscape and pedestrian safety improvements along State Avenue, and other projects that are suitable to fulfill the purposes of the grant; and

WHEREAS, DOTE intends to apply for the grant, which may be submitted prior to Council approval, however no grant resources will be accepted without Council authorization; and

WHEREAS, if the City is awarded the grant, a 20 percent local match will be required, so the source of matching funds will need to be identified prior to accepting the grant; and

WHEREAS, there are no new FTE requirements associated with this grant; and

WHEREAS, this grant project is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a Rebuilding American Infrastructure with Sustainability and Equity grant awarded by the United States Department of Transportation in the amount of up to \$25,000,000 for the purpose of conducting a Complete Streets project, which includes improving the safety of City streets and enhancing bicycle and pedestrian connections and safety.

Section 2. That the proper City officials are authorized to take all necessary actions to carry out the terms of Section 1 herein.

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

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

March 23, 2022

**To:** Mayor and Members of City Council 202200704  
**From:** John P. Curp, Interim City Manager  
**Subject:** **Emergency Ordinance – Health: Ohio Environmental Protection Agency (OEPA) Water Pollution Control Loan Fund Grant**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate the sum of up to \$150,000 from the Ohio Environmental Protection Agency’s Water Pollution Control Loan Fund for the purpose of providing financial assistance to Cincinnati homeowners with defective household sewage treatment systems; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount up to \$150,000 from the Ohio Environmental Protection Agency (OEPA)’s Water Pollution Control Loan Fund to help provide financial assistance to Cincinnati homeowners with defective household sewage treatment systems. This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

No new FTEs are associated with the grant, and the grant resources do not require matching local funds.

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

The reason for the emergency is the immediate need to provide funding to assist Cincinnati homeowners with expenses associated with defective household sewage treatment systems that can lead to public health issues.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

## EMERGENCY

**KMB**

**- 2022**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate the sum of up to \$150,000 from the Ohio Environmental Protection Agency’s Water Pollution Control Loan Fund for the purpose of providing financial assistance to Cincinnati homeowners with defective household sewage treatment systems; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

WHEREAS, a grant is available from the Ohio Environmental Protection Agency’s Water Pollution Control Loan Fund, and funding from the grant will assist Cincinnati homeowners with expenses associated with defective household sewage treatment systems; and

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

WHEREAS, the Cincinnati Health Department applied for the grant on September 2, 2021, but funding will not be accepted without authorization from City Council; and

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant in an amount up to \$150,000 from the Ohio Environmental Protection Agency’s Water Pollution Control Loan Fund for the purpose of providing financial assistance to Cincinnati homeowners with defective household sewage treatment systems.

Section 2. That Council hereby authorizes the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding to assist Cincinnati homeowners with expenses associated with defective household sewage treatment systems that can lead to public health issues.

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk



March 23, 2022

To: Mayor and Members of City Council 202200724

From: John P. Curp, Interim City Manager

Subject: Ordinance Authorizing the City Manager to execute two *Property Sale Agreements* for the sale of City-owned property at 6006 Belmont Ave to the abutting property owners

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to execute *Property Sale Agreements* with Anne Marie Wuertemberger and William Barone to sell two equal half portions of City-owned real property located at 6006 Belmont Avenue in the College Hill neighborhood.

In 2016, the City Stormwater Management Utility identified a structural issue with a City stormwater facility located beneath the house on 6006 Belmont (the “Property”), the repair of which could cause structural issues to the house. With the agreement of the then-owner of the Property to sell the property to the City, it was determined that the best way to ensure stormwater service to customers in the vicinity was for the City to purchase the Property, demolish the structure, and repair the sewer. City Council approved Ordinance No. 296-2016 to fund a project to include the Property acquisition, demolition and sewer repair.

The sewer repair is now complete and the property has been restored as greenspace. This ordinance is to authorize the City to enter into agreements to sell to each of the adjoining property owners one-half of the Property for their use and maintenance for the purchase price of \$1.00.

The Administration recommends passage of this Ordinance.

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

**AUTHORIZING** the City Manager to execute *Property Sale Agreements* with Ann Marie Wuertemberger and William Barone to sell two equal half portions of City-owned real property located at 6006 Belmont Avenue in the College Hill neighborhood.

WHEREAS, the City owns certain real property located at 6006 Belmont Avenue in the College Hill neighborhood, as more particularly described in the *Property Sale Agreements* attached to this ordinance as Attachment A and Attachment B (the “Property”), which Property is under the management of the Greater Cincinnati Water Works (“GCWW”); and

WHEREAS, pursuant to Ordinance No. 296-2016, the City acquired the Property to undertake a capital improvement project known as the *Belmont Avenue Storm Sewer Repair Project*, which involved razing a single-family residence located thereon to repair and restore City-owned stormwater sewer infrastructure located beneath the Property (the “Project”); and

WHEREAS, GCWW has completed the Project and proposes to split and convey the Property in equal halves to the adjoining property owners to the east and west; and

WHEREAS, Ann Marie Wuertemberger and William Barone (“Petitioners”) each separately own the adjoining properties located on either side of the Property to the east and west, and each is agreeable to accept an equal half portion of the Property to expand the side yard of their respective properties; and

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

WHEREAS, the City Manager, being the officer having the custody and control of the Property, and upon consultation with GCWW, has determined that the Property is not needed for any municipal purpose, except for a public stormwater sewer easement associated with the stormwater sewer infrastructure located beneath the Property; and

WHEREAS, considering that the City will retain unrestricted access rights to a permanent stormwater sewer easement reserved over the entirety of the Property, including associated land use restrictions that prohibit future development, installation of site improvements, changes in grade, and underground disturbance, the City’s Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of each half of the Property subject to the aforementioned land use restrictions is \$750.00; however, the City is agreeable to convey each half portion of the Property for \$1.00 because the City anticipates that it will receive a combination of economic and noneconomic benefits from the sale that will equal or exceed the

fair market value of the Property because the sale will relieve the City of annual maintenance costs associated with the Property and will return the Property to tax generating status; 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, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property at its meeting on March 4, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute *Property Sale Agreements* with Ann Marie Wuertemberger and William Barone (“Petitioners”), in substantially the form attached to this ordinance as Attachment A and Attachment B, each incorporated herein by reference, pursuant to which the City will sell each petitioner an approximately 3,688-square foot tract of real property located at 6006 Belmont Avenue and more particularly identified as portions of Hamilton County, Ohio Auditor’s Parcel No. 228-0002-0013 in College Hill (the “Property”).

Section 2. That the Property is not needed for any municipal purpose, except for a public stormwater sewer easement associated with the stormwater sewer infrastructure located beneath the Property.

Section 3. That the fair market value of each half of the Property is \$750.00; however, the City is agreeable to convey the Property to each petitioner for \$1.00 because the City anticipates that it will receive a combination of economic and noneconomic benefits from the sale that will equal or exceed the fair market value of the Property because the sale will relieve the City of annual maintenance costs associated with the Property and will return the Property to tax generating status.

Section 4. That eliminating competitive bidding in connection with the City’s sale of the Property is in the best interest of the City because Petitioners each separately own the adjoining properties to the east and west and, as a practical matter, only an abutting property owner would have any practical use for half the Property encumbered by a stormwater sewer easement and associated development restrictions.

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

Section 6. That the City 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 of the Property to Petitioners, including by executing the *Property Sale Agreements* in substantially the form attached to this ordinance as Attachment A.

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

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**Attachment A**

*Property Sale Agreement*

Contract No. \_\_\_\_\_

Property: Portion of 6006 Belmont Avenue

## PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **ANN MARIE WUERTEMBERGER**, whose tax mailing address is 6010 Belmont Avenue, Cincinnati, OH 45224 ("**Purchaser**").

### Recitals:

A. The City owns certain real property located at 6006 Belmont Avenue in the College Hill neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Property**"), which Property is vacant land that is under the management of Greater Cincinnati Water Works ("**GCWW**").

B. Pursuant to Ordinance No. 296-2016, the City acquired the Property to undertake a capital improvement project known as the *Belmont Avenue Storm Sewer Repair Project*, which involved razing a single-family residence located thereon to repair and restore City-owned stormwater sewer infrastructure located under the Property (the "**Project**").

C. Purchaser owns adjoining real property to the Property, as more particularly described on Exhibit B (Legal Description- Purchaser's Property) hereto ("**Purchaser's Property**"), and desires to acquire a portion of the Property, as more particularly described on Exhibit C (Form of Quitclaim Deed) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property, thereby expanding the side-yard of Purchaser's Property.

D. Except for a utility easement to be reserved for a stormwater sewer and associated fixtures, appurtenances, and equipment, the City has determined that the Sale Property is not needed for any municipal purpose.

E. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$750; however, the City is agreeable to convey the Sale Property for \$1.00 because the City will receive economic and non-economic benefits from the sale that are anticipated to equal or exceed the fair market value of the Sale Property.

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

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on March 4, 2022.

H. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [ ]-2022, passed on [ ], 2022.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$1.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after

the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

## 2. Closing.

(A) Closing Date. Subject to the terms and conditions herein, the purchase of the Sale Property by Purchaser and the sale and conveyance of the Sale Property by the City to Purchaser (the “**Closing**”) shall take place **30** days after the Effective Date, or 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.

(B) Conditions. The Closing shall not occur unless and until each of the following conditions (“**Closing Conditions**”) has been satisfied, or waived in writing:

- (i) *Title:* Purchaser’s approval of title to the Sale Property.
- (ii) *Inspections & Zoning Code Requirements:* Purchaser’s approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, and all matters pertaining to zoning and building code requirements that are applicable to the Sale Property.
- (iii) *Coordinated Report Conditions (CR #66-2020):*
  - a. Buildings and Inspections: Purchaser shall consolidate the Sale Property with Purchaser’s Property immediately upon closing.

All due diligence investigations shall be performed and obtained at no cost to the City. If Purchaser desires to enter upon the Sale Property from time to time to perform surveys or other inspections, the City shall use reasonable efforts to promptly provide Purchaser with a separate Right-of-Entry for such purposes written on the City’s standard form.

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

(D) Closing Costs and Closing Documents. At the Closing, (i) the Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. The City shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and 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 or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property “as is.” Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City’s execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

3. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall

simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

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

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

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

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

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

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

(F) Purchaser does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

**5. General Provisions.**

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

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

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

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

(E) Assignment. Purchaser shall not assign their rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.



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

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

(J) 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.

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

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

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

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

- Exhibit A – *Legal Description -the Property*
- Exhibit B – *Legal Description –Purchaser's Property*
- Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

**Ann Marie Wuertemberger**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

[City signatures on the following page]

**CITY OF CINCINNATI**

By:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

Recommended by:

\_\_\_\_\_  
Cathy Bailey, Director  
Greater Cincinnati Water Works

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

**EXHIBIT A**

to Property Sale Agreement

*Legal Description -the Property*

Situated in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the North line of Belmont Avenue, North  $82^{\circ}52'30''$  West, 177.34 feet and North  $81^{\circ}59'30''$  West, 74.12 feet from the intersection of the North line of Belmont Avenue and the West line of Waymont Lane (the above mentioned 177.34 feet and 74.12 feet being measured along the north line of Belmont Avenue). Said point being also the Southwest corner of the lands now or formerly owned by George Aprile; thence continuing along the North line of Belmont Avenue North  $81^{\circ}59'30''$  West, 59.44 feet to a point, said point being the Southeast corner of the land now or formerly owned by Robert L. Sr., and Kathleen M. Westbrook; thence along Westbrook's East line North  $1^{\circ}03'30''$  East, 125.00 feet to a point in the South line of Edger's Subdivision as recorded in Plat Book 47, Page 35, Hamilton County Recorder's Office; thence along said South line of Edger's Subdivision South  $81^{\circ}59'30''$  East, 59.44 feet to the Northwest corner of said Aprile's lands; thence along said Aprile's West line South  $1^{\circ}03'30''$  West, 125.00 feet to the North line of Belmont Avenue and the place of beginning.

**EXHIBIT B**

to Property Sale Agreement

*Purchaser's Property*

Situate in the City of Cincinnati, County of Hamilton, State of Ohio and lying in Section 36, Town 3, Fractional Range 2, and more particularly described as follows, to-wit:

Beginning at a point in the north line of Belmont Avenue North 82 degrees 52' West 177.34 feet and North 81 degrees 59 1/2' West, 133.56 feet from the intersection of the north line of Belmont Avenue and the west line of Waymond Lane (the above mentioned 177.34 feet and 133.56 feet being measured along the north line of Belmont Avenue); thence North 81 degrees 59 1/2' West along the north line of Belmont Avenue 40.30 feet; thence North 1 degree 3 1/2' East 125 feet; thence South 81 degrees 59 1/2' East parallel with Belmont Avenue 40.30 feet; thence South 1 degrees 2 1/2' West, 125 feet to the north line of Belmont Avenue and the place of beginning.

Parcel No.: 228-0002-0138-00

**Exhibit C**

to Property Sale Agreement  
*Form of Quitclaim Deed*

[ SEE ATTACHED ]

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

### QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **ANN MARIE WUERTEMBERGER**, unmarried, whose tax mailing address is 6010 Belmont Avenue, Cincinnati, OH 45224, ("**Grantee**"), all the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto (the "**Property**").

Property Address: 6006 Belmont Avenue (west 29.72' x 125' portion thereof)  
Auditor's Parcel ID No.: Portion of 228-0002-0013  
Prior instrument reference: Official Record 14200, Pg. 1, Hamilton County, Ohio Records.

(A) Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Ohio Revised Code Section 711.001(B)(1). This conveyance does not create an additional building site nor violate any zoning regulation or other public regulation in the Property hereby conveyed or the balance of the parcel retained by the grantor herein. The Property hereby conveyed shall not hereafter be conveyed separately from Grantee's adjoining parcel, nor shall any structure be erected thereon without the prior approval of the authority having jurisdiction of plats. Immediately following the transfer of the Property, Grantee shall consolidate the Property with Grantee's adjoining property (Hamilton County Auditor's Parcel Identification No. 228-0002-0138) by consolidation plat.

(B) Creation of Stormwater Sewer Easement. The City hereby reserves and creates a perpetual, non-exclusive stormwater sewer easement together with an unrestricted right to enter and re-enter to construct, reconstruct, maintain, operate, repair, and replace stormwater sewers and associated fixtures, appurtenances, and equipment in, on, under, and across the Property herein conveyed (the "**Stormwater Sewer Easement**"). The Stormwater Sewer Easement shall run with the land and inure to the benefit of the City, its successors, and assigns and be binding upon Grantee, their heirs, and successors-in-interest to the Property. Grantee, their heirs, and successors-in-interest shall comply with the stormwater sewer easement restrictions set forth herein.

(C) Stormwater Sewer Easement Restrictions. No structure or improvement of any kind which can interfere with access to or operation of the stormwater sewer facilities within the Stormwater Sewer Easement shall be placed in or upon the Stormwater Sewer Easement. The City shall not be responsible to Grantee, their heirs, or successors-in-interest for any damage done to sod, shrubbery, trees, pavement, or other natural or artificial improvements placed upon the Stormwater Sewer Easement. Grade changes of plus or minus one foot over the Stormwater Sewer Easement are not permitted without the prior written consent of the City. Any deviation from the Stormwater Sewer Easement restrictions set forth herein shall be petitioned by written request to the City.

This conveyance was authorized by Ordinance No. \_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.

Executed on \_\_\_\_\_, 2022.

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an 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:

\_\_\_\_\_  
Cathy Bailey, Director  
Greater Cincinnati Water Works

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared by:

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



**Exhibit A**

to Quitclaim Deed

*Legal Description*

Situate in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, being part of the lands conveyed to the City of Cincinnati, in Deed Book 14200 Pg. 001 of the Hamilton County Ohio Recorders Office, and being more particularly described as follows:

COMMENCING at an iron pin and cap (ALS 6452 8304) found on the north right-of-way of Belmont Ave., said iron pin also being the southeast corner of William Barone (O.R. 8886 Pg. 278);

Thence with the north right-of-way North 77°44'35" West 68.00' to an iron pin and cap set and THE TRUE POINT OF BEGINNING;

Thence continuing along the north right-of-way line of Belmont Ave. North 77°44'35" West 29.72' to an iron pin and cap set in the southeast corner of Ann Marie Wuertemberger (O.R. 14234 Pg. 827);

Thence with a common line of Ann Marie Wuertemberger North 5°18'25" East 125.00' to an iron pin and cap set on the south line of Lot Fourteen (14) of Edger's Subdivision (P.B. 47 Pg. 35);

Thence with the common line of Lot 14 South 77°44'35" East 29.72' to an iron pin and cap set;

Thence leaving Lot fourteen (14) and continuing with a new division line through the lands of the City of Cincinnati South 5°18'25" West 125.00' to the POINT OF BEGINNING, containing 3,688 square feet of land more or less. Subject to a permanent 29.5 feet wide storm sewer easement measured perpendicularly to the new division line over and across the land.

Record references to those of the Recorder's Office, Hamilton County, Ohio.

SUBJECT TO ALL EASEMENTS OF PREVIOUS RECORD.

Basis of Bearings: NAD 83 Ohio State Plane Coordinate System, Ohio South Zone.

 3/8/21  
Gregory A. Baker  
Ohio Registered Surveyor No. 8656  
RA Consultants LLC



**Attachment B**

*Property Sale Agreement*

Contract No. \_\_\_\_\_

Property: Portion of 6006 Belmont Avenue

## PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **WILLIAM BARONE**, whose tax mailing address is 6004 Belmont Avenue, Cincinnati, OH 45224 ("**Purchaser**").

### Recitals:

A. The City owns certain real property located at 6006 Belmont Avenue in the College Hill neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Property**"), which Property is vacant land that is under the management of Greater Cincinnati Water Works ("**GCWW**").

B. Pursuant to Ordinance No. 296-2016, the City acquired the Property to undertake a capital improvement project known as the *Belmont Avenue Storm Sewer Repair Project*, which involved razing a single-family residence located thereon to repair and restore City-owned stormwater sewer infrastructure located under the Property (the "**Project**").

C. Purchaser owns adjoining real property to the Property, as more particularly described on Exhibit B (Legal Description- Purchaser's Property) hereto ("**Purchaser's Property**"), and desires to acquire a portion of the Property, as more particularly depicted and described on Exhibit C (Form of Quitclaim Deed) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property, thereby expanding the side-yard of Purchasers' Property.

D. Except for a utility easement to be reserved for a stormwater sewer and associated fixtures, appurtenances, and equipment, the City has determined that the Sale Property is not needed for any municipal purpose.

E. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$750; however, the City is agreeable to convey the Sale Property for \$1.00 because the City will receive economic and non-economic benefits from the sale that are anticipated to equal or exceed the fair market value of the Sale Property.

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

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on March 4, 2022.

H. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [ ]-2022, passed on [ ], 2022.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$1.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after

the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

## 2. Closing.

(A) Closing Date. Subject to the terms and conditions herein, the purchase of the Sale Property by Purchaser and the sale and conveyance of the Sale Property by the City to Purchaser (the "**Closing**") shall take place 30 days after the Effective Date, or 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.

(B) Conditions. The Closing shall not occur unless and until each of the following conditions ("**Closing Conditions**") has been satisfied, or waived in writing:

- (i) Title: Purchaser's approval of title to the Sale Property.
- (ii) Inspections & Zoning Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, and all matters pertaining to zoning and building code requirements that are applicable to the Sale Property.
- (iii) Coordinated Report Conditions (CR #66-2020):
  - a. Buildings and Inspections: Purchaser shall consolidate the Sale Property with Purchaser's Property immediately upon closing.

All due diligence investigations shall be performed and obtained at no cost to the City. If Purchaser desires to enter upon the Sale Property from time to time to perform surveys or other inspections, the City shall use reasonable efforts to promptly provide Purchaser with a separate Right-of-Entry for such purposes written on the City's standard form.

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

(D) Closing Costs and Closing Documents. At the Closing, (i) the Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. The City shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and 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 or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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

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

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

(F) Purchaser does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

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

(J) 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.

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

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

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

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

Exhibit A – *Legal Description -the Property*

Exhibit B – *Legal Description –Purchaser's Property*

Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

**William Barone**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

[City signatures on the following page]

**CITY OF CINCINNATI**

By:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

Recommended by:

\_\_\_\_\_  
Cathy Bailey, Director  
Greater Cincinnati Water Works

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director



**EXHIBIT A**

to Property Sale Agreement

*Legal Description -the Property*

Situated in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the North line of Belmont Avenue, North  $82^{\circ}52'30''$  West, 177.34 feet and North  $81^{\circ}59'30''$  West, 74.12 feet from the intersection of the North line of Belmont Avenue and the West line of Waymont Lane (the above mentioned 177.34 feet and 74.12 feet being measured along the north line of Belmont Avenue). Said point being also the Southwest corner of the lands now or formerly owned by George Aprile; thence continuing along the North line of Belmont Avenue North  $81^{\circ}59'30''$  West, 59.44 feet to a point, said point being the Southeast corner of the land now or formerly owned by Robert L. Sr., and Kathleen M. Westbrook; thence along Westbrook's East line North  $1^{\circ}03'30''$  East, 125.00 feet to a point in the South line of Edger's Subdivision as recorded in Plat Book 47, Page 35, Hamilton County Recorder's Office; thence along said South line of Edger's Subdivision South  $81^{\circ}59'30''$  East, 59.44 feet to the Northwest corner of said Aprile's lands; thence along said Aprile's West line South  $1^{\circ}03'30''$  West, 125.00 feet to the North line of Belmont Avenue and the place of beginning.

**EXHIBIT B**

to Property Sale Agreement

*Purchaser's Property*

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SITUATE IN THE CITY OF CINCINNATI, IN THE COUNTY OF HAMILTON, AND STATE OF OHIO; AND LYING AND BEING IN SECTION 36, TOWN 3, FRACTIONAL RANGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE NORTH LINE OF BELMONT AVENUE NORTH 82 DEGREES 52 MINUTES HALF A SECOND WEST 177.34 FEET AND NORTH 81 DEGREES 59 MINUTES HALF A SECOND WEST 35.84 FEET, FROM THE INTERSECTION OF THE NORTH LINE OF BELMONT AVENUE AND THE WEST LINE OF WAYMONT LANE (THE ABOVE MENTIONED 177.34 FEET AND 35.84 FEET BEING MEASURED ALONG THE NORTH LINE OF BELMONT AVENUE); THENCE NORTH 81 DEGREES 59 MINUTES HALF A SECOND WEST ALONG THE NORTH LINE OF BELMONT AVENUE 38.28 FEET; THENCE NORTH 1 DEGREES 3 MINUTES HALF A SECOND EAST 125 FEET; THENCE SOUTH 81 DEGREES 59 MINUTES HALF A SECOND EAST, PARALLEL WITH BELMONT AVENUE 38.28 FEET; THENCE SOUTH 1 DEGREES 3 MINUTES HALF A SECOND WEST 125 FEET TO THE NORTH LINE OF BELMONT AVENUE AND THE PLACE OF BEGINNING.

PARCEL: 228-0002-0137-00

COMMONLY KNOWN AS: 6004 BELMONT AVENUE

**Exhibit C**

to Property Sale Agreement

*Form of Quitclaim Deed*

[ SEE ATTACHED ]

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

### QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **WILLIAM BARONE**, unmarried, whose tax mailing address is 6004 Belmont Avenue, Cincinnati, OH 45224, ("**Grantee**"), all the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto (the "**Property**").

Property Address: 6006 Belmont Avenue (east 29.72' x 125' portion thereof)  
Auditor's Parcel ID No.: Portion of 228-0002-0013  
Prior instrument reference: Official Record 14200, Pg. 1, Hamilton County, Ohio Records.

(A) Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Ohio Revised Code Section 711.001(B)(1). This conveyance does not create an additional building site nor violate any zoning regulation or other public regulation in the Property hereby conveyed or the balance of the parcel retained by the grantor herein. The Property hereby conveyed shall not hereafter be conveyed separately from Grantee's adjoining parcel, nor shall any structure be erected thereon without the prior approval of the authority having jurisdiction of plats. Immediately following the transfer of the Property, Grantee shall consolidate the Property with Grantee's adjoining property (Hamilton County Auditor's Parcel Identification No. 228-0002-0137) by consolidation plat.

(B) Creation of Stormwater Sewer Easement. The City hereby reserves and creates a perpetual, non-exclusive stormwater sewer easement together with an unrestricted right to enter and re-enter to construct, reconstruct, maintain, operate, repair, and replace stormwater sewers and associated fixtures, appurtenances, and equipment in, on, under, and across the Property herein conveyed (the "**Stormwater Sewer Easement**"). The Stormwater Sewer Easement shall run with the land and inure to the benefit of the City, its successors, and assigns and be binding upon Grantee, their heirs, and successors-in-interest to the Property. Grantee, their heirs, and successors-in-interest shall comply with the stormwater sewer easement restrictions set forth herein.

(C) Stormwater Sewer Easement Restrictions. No structure or improvement of any kind which can interfere with access to or operation of the stormwater sewer facilities within the Stormwater Sewer Easement shall be placed in or upon the Stormwater Sewer Easement. The City shall not be responsible to Grantee, their heirs, or successors-in-interest for any damage done to sod, shrubbery, trees, pavement, or other natural or artificial improvements placed upon the Stormwater Sewer Easement. Grade changes of plus or minus one foot over the Stormwater Sewer Easement are not permitted without the prior written consent of the City. Any deviation from the Stormwater Sewer Easement restrictions set forth herein shall be petitioned by written request to the City.

This conveyance was authorized by Ordinance No. \_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.

Executed on \_\_\_\_\_, 2022.

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an 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:

\_\_\_\_\_  
Cathy Bailey, Director  
Greater Cincinnati Water Works

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared by:

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

**Exhibit A**

to Quitclaim Deed

*Legal Description*

Situate in Section 36, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, being part of the lands conveyed to the City of Cincinnati, in Deed Book 14200 Pg. 001 of the Hamilton County Ohio Recorders Office, and being more particularly described as follows:

COMMENCING at an iron pin and cap (ALS 6452 8304) found on the north right-of-way of Belmont Ave., said iron pin also being the southeast corner of William Barone (OR 8886 PG 278);

Thence with the north right-of-way line North 77°44'35" West 38.28' to an iron pin and cap set in the southerly common corner of the City of Cincinnati and William Barone and THE TRUE POINT OF BEGINNING;

Thence continuing along the north right-of-way line of Belmont Ave. North 77°44'35" West 29.72' to an iron pin and cap set;

Thence leaving the right-of-way and continuing with a new division line through the lands of the City of Cincinnati North 5°18'25" East 125.00' to an iron pin and cap set on the south line of Lot Fourteen (14) of Edger's Subdivision (P.B. 47 Pg. 35);

Thence with a common line of Lot Fourteen (14) and Lot Fifteen (15) of Edger's Subdivision South 77°44'35" East 29.72' to an iron pin and cap set in the northwest corner of William Barone (O.R. 8886 Pg. 278);

Thence with a common line of William Barone South 5°18'25" West 125.00' to the POINT OF BEGINNING, containing 3,688 square feet of land more or less. Subject to a permanent 29.5 feet wide storm sewer easement measured perpendicularly to the new division line over and across the land.

Record references to those of the Recorder's Office, Hamilton County, Ohio.

SUBJECT TO ALL EASEMENTS OF PREVIOUS RECORD.

Basis of Bearings: NAD 83 Ohio State Plane Coordinate System, Ohio South Zone.

*G. Baker* — 3/8/21  
Gregory B. Baker  
Ohio Registered Surveyor No. 8656  
RA Consultants LLC



March 30, 2022

202200825

TO: Mayor and Members of City Council  
FROM: John P. Curp, Interim City Manager  
SUBJECT: **Resolution—2023 Urban Forestry Special Assessment**

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Attached is a resolution captioned:

**DECLARING** the necessity of assessing for the control of blight and disease of shade trees along the streets and the public right-of-way, and for planting, care, maintenance, trimming, and removing of shade trees in and along the streets within the City of Cincinnati's Urban Forestry Maintenance District for the year 2023.

The Board of Park Commissioners at their **December 16, 2021**, meeting recommended an assessment rate of \$0.31 per front foot to continue funding of street tree maintenance and planting services in 2023. It was determined that the existing rate of \$0.21 per front foot is insufficient to continue current service levels and various program activities and has resulted in budget deficits for the Urban Forestry program. As detailed in the supporting documentation, the increased rate is necessary to cover substantial additional costs of operations. For a majority of property owners, including those above and below the low- to moderate-income levels, the increase amounts to approximately \$5.00 per year (from \$10.50 to \$15.50). The Administration recommends the adoption of this resolution.

Attachment 1 – Assessment Resolution  
Attachment 2 – Work Plan Narrative and Budget  
Attachment 3 – Executive Summary of Budget Justification

cc: John Neyer, Director of Parks  
Robin O. Hunt, Supervisor of Urban Forestry  
Andrew Garth, City Solicitor

# Legislative Resolution

KKF/B *AWB*

RESOLUTION NO. \_\_\_\_\_ - 2022

**DECLARING** the necessity of assessing for the planting, care, maintenance, trimming, and removal of public trees in and along the streets and the public right-of-way within the City of Cincinnati's Urban Forestry Maintenance District for the year 2023.

WHEREAS, the City of Cincinnati created an Urban Forestry Maintenance District for the purpose of controlling the blight and disease of shade trees within the public right-of-way, and for the planting, care, and maintenance of shade trees as authorized by Ohio Revised Code Section 727.011, including without limitation the estimated cost of capital improvements, equipment, personnel, and maintenance to support the Urban Forestry Maintenance District; and

WHEREAS, the Board of Park Commissioners operates the Urban Forestry Program by maintaining and creating a healthy and equitably distributed urban tree canopy to foster the mental and physical health benefits that trees provide for all Cincinnati residents through the reduction of neighborhood heat islands, combined sewer overflow events, and poor air quality attributed to the concentration of fine particulate matter which poses the greatest health risks to the residents of Cincinnati; and

WHEREAS, the Board of Park Commissioners, by motion on December 16, 2021, urged the continuation of the Urban Forestry Program in accordance with the plans, estimates, and schedules currently filed with the Clerk of Council; and

WHEREAS, the Board of Park Commissioners recommends levying an assessment of \$0.31 per front foot to fund the 2023 Urban Forestry Program, which is an increase from the rate of \$0.21 per front foot over the prior year; now, therefore,

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

Section 1. That it is hereby declared necessary and conducive to public health, convenience, safety, and welfare to continue the Urban Forestry Program for the control of blight and disease of shade trees along the streets and the public right-of-way, and for the planting, care, maintenance, trimming, and removing of shade trees in and along the streets and the public right-of-way within the City of Cincinnati's Urban Forestry Maintenance District, including without limitation the estimated cost of capital improvements, equipment, personnel, and maintenance to



support the Urban Forestry Maintenance District, which includes all territory within, and coextensive with, the City's boundaries, for the year 2023.

Section 2. That the plans and estimates of costs to fund the Urban Forestry Program, now on file with the Clerk of Council, are hereby approved.

Section 3. That the City of Cincinnati shall pay at least two percent of the total cost and expense of the Urban Forestry Program, and assume the costs for intersections and uncollectible assessments against state and federally-owned property. The assessment shall be by the front foot method, at the rate of \$0.31 per front foot, upon all lots and lands bounding and abutting public right-of-way in the Urban Forestry Maintenance District.

Section 4. That the assessment shall be paid in cash to the City Treasurer within thirty days after the passage of the assessing ordinance. Assessments not paid in cash within the period shall be certified by the proper City of Cincinnati official to the Hamilton County Auditor for collection and shall be paid in one annual installment, at the same time and in the same manner as real property taxes due and payable in December 2023.

Section 5. That the City of Cincinnati does not intend to issue securities in anticipation of the levy or collection of the assessment.

Section 6. That the City Administration shall prepare, in accordance with the method of assessment set forth in Section 3 hereof, an estimate of the amount of the assessment against each lot or parcel to be assessed, and shall file it in the Office of the Clerk of Council.

Section 7. That notice of the passage of this resolution shall be given pursuant to Sections 727.13 and 727.14 of the Ohio Revised Code.

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

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**RECOMMENDED 2023 ASSESSMENT BUDGET FOR FY24**  
**Urban Forestry Street Tree Program**  
**Division of Natural Resource**  
**Cincinnati Park Board**

Assessment rate: \$0.31/ft

<b>EXPENSES</b>	<b>Proposed FY 2024 Budget</b>
Personnel	\$971,000.00
Capital Equipment	\$53,000.00
Contractual	
Emergency	\$575,000.00
Preventive	\$1,003,000.00
Stump Grinding	\$200,000.00
Planting	\$250,000.00
Young Tree Maintenance	\$72,794.00
Materials & Supplies	\$48,400.00
Training + Travel	\$1,500.00
*Fleet (Repair + Fuel)	\$27,000.00
*Utilities	\$6,000.00
Advertisement	\$2,000.00
Office Supplies	\$3,000.00
Hort. + Small Power Equip	\$900.00
CAGIS Annual Licenses	\$8,000.00
(sum of above)	<u>\$48,400.00</u>
<b>TOTAL</b>	<b>\$3,173,194.00</b>
<b>REVENUE @\$0.31/FF</b>	<b>\$3,547,194.00</b>
Anticipated Delinquencies	<b>(\$100,000.00)</b>
Fund 792 assessment revenue	<b>\$3,447,194.00</b>
Reserve	\$0.00
<b>Anticipated Cost Overrun</b>	
FY 22	\$ (118,000.00)
FY 23	\$ (156,000.00)
	<u><b>-\$274,000.00</b></u>

## **2023 Street Tree Program Recommended Budget Report**

At \$0.31/FF this assessment would provide an anticipated revenue amount of \$3.4 million, with an average delinquency rate of \$100,000. Given the increased cost of the emergency and preventative maintenance contractual services from FY22 and 23, the Urban Forestry Program is anticipating a cost overrun of \$274,000 that would be borrowed forward to the 2023 assessment year. Therefore, equating to a FY 24 operating budget of \$3,173,194. The work plan below provides high level details for anticipated expenditures.

### **Personnel – \$971,000**

Salary and fringes for 50% Division Manager of Natural Resources, 50% Senior GIS Analyst, Urban Forestry Supervisor, four Urban Forestry Specialists, two Florists, one Administrative Technician, one seasonal Recreational Specialist for GIS and Street Tree Inventory, one seasonal Recreational Specialist dedicated to young tree maintenance.

### **Capital Equipment – \$53,000**

Capital equipment – New pickup truck

### **Maintenance – \$1,778,000**

Emergency - Continuation of the routine and emergency street tree maintenance

Preventive Pruning Cycle (PM) – Complete comprehensive street tree pruning for the Carthage, Hartwell, California, Mt. Washington, East End, Linwood, Columbia Tusculum, Mt. Lookout, Oakley, and Madisonville neighborhoods.

Stump Grinding - Continuing routine and back log of stump grinding

### **Planting – \$322,794**

Spot Planting - maintain citywide planting program to support development projects and to replace trees removed in all communities

Comprehensive Planting – conduct targeted plantings in designated reforestation neighborhoods determined by the 2020 Urban Tree Canopy Analysis

Young Tree Maintenance – water and fertilize two-year-old trees most susceptible to drought damage

### **Miscellaneous Non-Personnel – \$48,400**

Municipal Garage repair and fuel costs, training, CAGIS licenses, office and field supplies.

### **Attachment 3: Executive Summary of UF Budget Justification**

Cincinnati's Parks Urban Forestry Program (UFP) provides hazard abatement and routine maintenance for the City's approximately 80,000 street trees. The UFP is funded through an annual assessment, presently (FY '22 and '23) set at \$0.21/FF (front foot) and with budgeted expenditures of \$2.4 million. In June 2021, the City's critical emergency tree services (EM) contract was publicly bid resulting in more than a 30% increase. The UFP analyzed the three year average (2018 – 2021) to determine the number of pruning/removal units per size class, and hourly time and material costs of past work performed under the EM contract. Based on these averages, costs were anticipated to increase \$187,000 for FY '22, from \$388,000 per year to \$575,000 (32% increase). A review of the historic cost of the UFP's Preventive Maintenance Pruning and Removal (PM) contracts revealed similar cost increases. For example, the unit price to prune a tree in Westwood increased from \$45 in the 2014 cycle, to \$70 in 2021, a 36% increase.

Under the guidance of Parks Chief Financial Officer (CFO), the UFP procured an *IBIS Tree Trimming Services Industry Report* that revealed tree trimming costs nationwide have increased 36% over the past 10 years. The report explains that this is due to labor supply, corresponding wage increases, and increased demand for services. The increased costs the UFP noted for its EM and PM bids is consistent with the findings of this IBIS business sector report. The Parks CFO noted that market analysis should be used to guide historic assessment increases and had this been done over the past 10 years, the UFP should have been at \$0.31/ FF instead of the current rate of \$0.21/ FF. This would have permitted UFP operations to better respond to market increases. Staff researched other Ohio municipalities that use FF assessment to fund their urban forestry programs, finding that Cincinnati has one of the lowest rates in the state. Toledo, Ohio, the closest comparison city to Cincinnati, is currently assessing more than double the FF rate, at \$0.50/FF, while serving a smaller population, similar sized area, but with less canopy coverage, and the same number of street trees.

From the initial findings, the UFP determined that if it were to continue full operations as planned, there would be a projected deficit of \$290,000 in FY 22, and \$635,000 in FY 23 resulting in budgetary shortfalls that would continue to compound and impact the city into the future. In anticipation, several options were analyzed to address the consequences, both mid-term (within the current and next fiscal year), and long-term (beyond FY 23).

**Mid-Term:** Starting the third quarter of FY 22 and through FY 23, UFP will cease planting and stump grinding services, focusing solely on hazard tree abatement, emergency response and preventative maintenance. Based on historic workload averages, this will require the UFP to borrow forward to FY24 (assessment year 2023) in the amount of \$274,000.

**FY 24:** Staff considered and analyzed the following options to correct for shortfall long term:

- 1) Maintain current assessment rate at \$0.21 and decrease services
- 2) Development of in-house tree crews
- 3) Increase the UF Assessment to meet our expected budgetary program needs.

Option 1 represents the worst-case scenario. An assessment rate of \$0.21/FF would bring insufficient revenue to keep pace with the costs of the local tree industry and inflation overall. Substantial programmatic cuts to planting and stump grinding would be necessary to balance the UFP budget. In addition, work scheduled under the preventive tree maintenance cycles would have to be strategically assigned based upon available budget, further delaying much needed tree care in neighborhoods that are already two to three years behind schedule. This would place more burden on the EM contract thereby decreasing efficiencies and increasing costs.

Option 2 would allow the UFP to minimize reliance on contractual tree services, through the creation of new positions, followed by hiring and outfitting an in-house tree crew. The drawback to this option would be the high initial cost for equipment purchases, coupled with the exorbitant amount of time required for city vehicle acquisition (1.5 – 2 years). Also, the current salaries offered for City tree climbing positions are not competitive with private industry, creating a shortage of qualified tree climbers. Cincinnati Parks Department is currently working to address the latter issue with Central HR. Option 2 would still require an assessment increase of at least \$0.30/FF to hire and outfit a crew.

The best-case scenario would be Option 3, providing an adequate assessment increase commensurate with industry costs. This would allow the UFP to continue services as they have historically functioned and explore a hybrid approach with Option 2, adding an in-house crew over time, while maintaining current tree maintenance and planting objectives geared toward replacing all trees removed, strategic planting in highest canopy need areas, and seeking opportunities to do this work through the development of a green industry youth work force. Forestry staff calculated the community impact of a \$.10 increase, within and above low and medium income (LMI) census tracts. Running these models indicated that an increase of \$0.10/FF from the current rate of \$0.21/FF would have an equal impact on those above and below LMI. Meaning that the majority of property owners would go from paying **\$10.50 per year to \$15.50**.

The Urban Forestry Advisory Board (UFAB), tasked with guiding the UFP, is made up of City Manager appointed residents and city officials. Findings in this report were first presented to UFAB during their October 2021 meeting, in which the Board unanimously passed a motion to recommend the Board of Park Commissioners (CPB) set the determination of need for the Urban Forest assessment at \$0.31/FF. After supplying a detailed report of the current situation, staff presented findings and options to the CPB, during its December meeting. The CPB unanimously recommended that City Council increase the 2023 Forestry assessment to \$0.31/FF, to achieve the benefits noted above and begin to build a 10% budgetary reserve to buffer against unforeseen, yet inevitable market fluctuations.

At this assessment rate, staff has developed a plan to minimize projected overruns for the next two fiscal years. FY22 and 23 funds will be focused on continued hazard tree abatement and progress to catch up on the preventive maintenance cycle, while conducting tree replacement and stump grinding as the budget allows. By doing so, staff has minimized the projected shortfall from \$925,000 to \$274,000. As noted, this deficit would be covered by borrowing forward to FY 24. This assessment rate is anticipated to be sufficient between FY25 and FY30, allowing the UFP to continuously work towards meeting the goals noted above.