



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

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

Monday, September 27, 2021

1:00 PM

Council Chambers, Room 300

ROLL CALL

AGENDA

1. [202102469](#) MOTION, submitted by Councilmembers Kearney and Keating, WE MOVE that City Council allocate to Boys & Girls Clubs of Greater Cincinnati \$2,250,000 for the creation of a Boys and Girls Club in the community of Roll Hill from the Carryover Budget of fiscal year 2021, or from another source immediately identified by City Administration, including reserve funds. (STATEMENT ATTACHED).

Sponsors: Kearney and Keating

Attachments: [Motion](#)
[File Summary](#)

2. [202102832](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 9/22/2021, AUTHORIZING the transfer and return to source of the sum of \$2,500,000 from American Rescue Plan grant project account no. 469x101xARP052, "FY 2021 Restricted Funds Revenue Replacement," to the unappropriated surplus of Local Fiscal Recovery Fund 469; AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," for the purpose of providing resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club; AUTHORIZING the appropriation of the sum of \$2,250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," for the purpose of providing resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club; DECLARING expenditures from American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," to be for a public purpose; AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," for the purpose of providing resources for neighborhood groups and organizations to apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods; AUTHORIZING the appropriation of the sum of \$250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," for the purpose of providing resources for neighborhood groups and organizations to apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods; and DECLARING expenditures from American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," to be for a public purpose.

Sponsors: City Manager

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

3. [202102808](#) ORDINANCE (EMERGENCY), dated 09/14/2021, submitted by Councilmember Sundermann, from Andrew Garth, City Solicitor, AUTHORIZING the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, "Warsaw Avenue Creative Campus," for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.
- Sponsors:** Sundermann
- Attachments:** [Transmittal](#)
[Emergency Ordinance](#)
4. [202102806](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 9/22/2021, AUTHORIZING the payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021; and AUTHORIZING the payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
5. [202102807](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 9/22/2021, AUTHORIZING the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
6. [202102809](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 9/22/2021, AUTHORIZING the City Manager to execute a Property Sale Agreement with Barrow Outlot LLC for the sale of City-owned real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley.
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment I](#)

7. [202102810](#) REPORT, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding crossing guard and pedestrian safety improvements for schools. (SEE DOC. #202102676)
- Sponsors:** City Manager
- Attachments:** [Report](#)
8. [202102165](#) MOTION, dated 6/7/2021, submitted by Councilmember Goodin, WE MOVE that the City set aside funds in the Fiscal Year 2021 budget to repair and/or upgrade the following the city roadways, including the provision of traffic calming devices and better grading to prevent accidents: Warsaw Avenue (Kroger crosswalk), Rockdale Avenue (Rockdale Academy), Harrison Avenue (2200 block), Hamilton Avenue (Hamilton & Lingo), Virginia Avenue & Kirby Avenue, and Route 50/River Road (Sayler Park). (STATEMENT ATTACHED)
- Sponsors:** Goodin
- Attachments:** [Motion - Goodin](#)
9. [202102812](#) REPORT, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding City roadway improvements and traffic calming in the FY 2022 Budget. (SEE DOC. #202102165)
- Sponsors:** City Manager
- Attachments:** [City Roadway Improvements and Traffic Calming in FY22](#)
10. [202102306](#) MOTION, dated 6/15/2021, submitted by Councilmember Kearney, WE MOVE that the City of Cincinnati allocate \$2.5 million from the Fleet Replacement funds in the capital budget to remove the West Fork Incinerator in South Cumminsville. These bonded capital dollars should be allocated from the 40% portion of the fleet replacement funds that are not allocated to police and fire vehicles.
- Sponsors:** Kearney
- Attachments:** [Motion 202102306](#)
11. [202102824](#) REPORT, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding use of Fleet Replacement budget for West Fork Incinerator. (SEE DOC. #202102306)
- Sponsors:** City Manager
- Attachments:** [Report - Use of Fleet Services Budget for Incinerator 9-21](#)

12. [202102838](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 9/27/2021, AUTHORIZING the City Manager and the employees of the Department of Human Resources to solicit and accept in-kind donations from the Cincinnati business community for purposes of awarding prizes in the City's upcoming charitable campaign for the United Way of Greater Cincinnati.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)

ADJOURNMENT

City of Cincinnati

Council



Melissa Autry, CMC
Clerk of Council

202102469

Office of the Clerk

801 Plum Street, Suite 308
Cincinnati, Ohio 45202
Phone (513) 352-3246
Fax (513) 352-2578

July 12, 2021

MOTION

WE MOVE that City Council allocate to Boys & Girls Clubs of Greater Cincinnati \$2,250,000 for the creation of a Boys and Girls Club in the community of Roll Hill from the Carryover Budget of fiscal year 2021, or from another source immediately identified by City Administration, including reserve funds.

Councilmember Liz Keating


Councilmember Jan-Michele Lemon Kearney

STATEMENT

The Villages of Roll Hill, located between East Westwood and South Cumminsville, is one of the most poverty-stricken zip codes in the state of Ohio. Last year, a WCPO story revealed that seventy-five percent (75%) of the residents live below the federal poverty threshold, with an annual household income of less than \$25,000 for a family of four. According to the 2010 Census, the medium household income in this area was \$7,328. Although almost 50 percent of Villages of Roll Hill residents are less than 18 years old, there are no recreational facilities for the youth in this area. In 2017, Cincinnati City Council set aside \$750,000 to contribute to the construction of a Boys & Girls Club facility in the Villages of Roll Hill. The Boys & Girls Club's CEO, Bill Bresser, recently stated that after concerted efforts to raise private donations, the organization has not been able to secure donors for the construction of a facility in this area. Therefore, we are requesting that City Council approve an additional \$2.25 million to fund the construction of a Boys & Girls Club in the Villages of Roll Hill.

CAL \rightarrow B+F

WMLK
PCHS



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

File Summary

File Number	Title	Current Status
202102469	Motion	Held
<p>MOTION, submitted by Councilmembers Kearney and Keating, WE MOVE that City Council allocate to Boys & Girls Clubs of Greater Cincinnati \$2,250,000 for the creation of a Boys and Girls Club in the community of Roll Hill from the Carryover Budget of fiscal year 2021, or from another source immediately identified by City Administration, including reserve funds. (STATEMENT ATTACHED).</p> <p>Introduced: 7/12/2021 Controlling Body: Budget and Finance Committee</p> <p>Meeting Date: 8/2/2021 Sponsor(s): Kearney and Keating</p> <p>Department: Jan-Michele Kearney</p> <p>Drafter: nicole.crawford@cincinnati-oh.gov</p>		

September 22, 2021

To: Mayor and Members of City Council 202102832

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Funding for Villages at Roll Hill Boys & Girls Club and Safe and Clean Neighborhoods Program**

Attached is an Emergency Ordinance captioned:

This Emergency Ordinance would authorize the transfer and return to source of \$2,500,000 from American Rescue Plan (ARP) grant project account no. 469x101xARP052, “FY 2021 Restricted Funds Revenue Replacement,” to the unappropriated surplus of Local Fiscal Recovery Fund 469. Funds had been set aside for revenue replacement for the Convention Center Fund and the Transient Occupancy Tax (TOT) in Ordinance No. 0154-2021. It has since been determined that sufficient funds are available from the TOT to meet the City’s debt service obligations which allows for some of the funds to be reallocated.

This Emergency Ordinance then authorizes the establishment of American Rescue Plan grant project account no. 469x101xARP110, “Villages at Roll Hill Boys & Girls Club,” for the purpose of providing resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club and appropriates the sum of \$2,250,000 to the project while also declaring the expenditures to be for a public purpose.

Additionally, this Emergency Ordinance authorizes the establishment of American Rescue Plan grant project account no. 469x101xARP111, “Safe and Clean Neighborhoods,” for the purpose of providing resources for neighborhood groups and organizations to apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods and appropriates the sum of \$250,000 to the project while also declaring the expenditures to be for a public purpose.

Both of these projects have been determined to be eligible uses of American Rescue Plan funds.

The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

The Administration recommends passage of this Emergency Ordinance.

cc: William “Billy” Weber, Assistant City Manager
Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachments

EMERGENCY

City of Cincinnati

CMZ

BWB

An Ordinance No. _____

- 2021

AUTHORIZING the transfer and return to source of the sum of \$2,500,000 from American Rescue Plan grant project account no. 469x101xARP052, "FY 2021 Restricted Funds Revenue Replacement," to the unappropriated surplus of Local Fiscal Recovery Fund 469; **AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," for the purpose of providing resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club; **AUTHORIZING** the appropriation of the sum of \$2,250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," for the purpose of providing resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club; **DECLARING** expenditures from American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," to be for a public purpose; **AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," for the purpose of providing resources for neighborhood groups and organizations to apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods; **AUTHORIZING** the appropriation of the sum of \$250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," for the purpose of providing resources for neighborhood groups and organizations to apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods; and **DECLARING** expenditures from American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," to be for a public purpose.

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the American Rescue Plan ("ARP") Act as part of the Coronavirus Local Fiscal Recovery Fund Act; and

WHEREAS, ARP funds were designated as revenue replacement for various Restricted Funds for the purpose of fiscal stability for FY 2021 as authorized by Ordinance No. 0154-2021; and

WHEREAS, the allocation of ARP funds to the Convention Center Fund provided by Ordinance No. 0154-2021 can be reduced due to sufficient resources being available from the Transient Occupancy Tax (TOT) to meet the City's obligations; and

WHEREAS, Council wishes to authorize an appropriation of ARP funding to provide resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club; and

WHEREAS, the new facility for the Villages at Roll Hill Boys & Girls Club will offer services that address educational and healthy childhood environments in a Qualified Census Tract; and

WHEREAS, the new facility for the Villages at Roll Hill Boys & Girls Club will help mitigate the spread of COVID-19 by enhancing social distancing and providing improved air quality; and

WHEREAS, Council further wishes to authorize an appropriation in the amount of \$250,000 to provide funding for a safe and clean neighborhoods program; now, therefore,

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

Section 1. That the transfer and return to source of the sum of \$2,500,000 from American Rescue Plan grant project account no. 469x101xARP052, "FY 2021 Restricted Funds Revenue Replacement," to the unappropriated surplus of Local Fiscal Recovery Fund 469 is hereby authorized.

Section 2. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," for the purpose of providing resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club.

Section 3. That the sum of \$2,250,000 is hereby appropriated to newly established American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," for the purpose of providing resources for the construction of a new facility for the Villages at Roll Hill Boys & Girls Club.

Section 4. That expenditures from American Rescue Plan grant project account no. 469x101xARP110, "Villages at Roll Hill Boys & Girls Club," are hereby declared to be for a public purpose because the programs the Boys & Girls Club will provide in this new facility will address educational and healthy childhood environments and will include tutoring, homework assistance, mentorship, hot USDA-approved meals, and athletic and recreational programs; the new facility is located in a Qualified Census Tract; and the new facility will help mitigate the spread of COVID-19 by providing a location for indoor and outdoor recreation and meetings, thereby enhancing social distancing and providing improved air quality.

Section 5. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," for the purpose of providing resources for neighborhood groups and organizations to apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods.

Section 6. That the sum of \$250,000 is hereby appropriated to newly established American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," for the purpose of providing resources for neighborhood groups and organizations to apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods.

Section 7. That expenditures from American Rescue Plan grant project account no. 469x101xARP111, "Safe and Clean Neighborhoods," are hereby declared to be for a public purpose because the Safe and Clean Neighborhoods program improves the general well-being of the people of the City by enhancing the City's neighborhoods, which is necessary because of the impacts of the COVID-19 pandemic.

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

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.


Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

202102808

Date: September 14, 2021

To: Councilmember Betsy Sundermann
From: Andrew Garth, City Solicitor 
Subject: **Emergnecy Ordinance – Warsaw Creative Closeout**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, “Warsaw Avenue Creative Campus,” for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.

AWG/LES/(lnk)
Attachment
348523

EMERGENCY

City of Cincinnati

LES

BWb

An Ordinance No. _____

- 2021

AUTHORIZING the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, "Warsaw Avenue Creative Campus," for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.

WHEREAS, in 2015, the City Council adopted a Stabilization Funds Policy to define appropriate funding for the City's various reserve funds; and

WHEREAS, the FY 2021 Carryover to FY 2022 Report indicates that funds remain to be allocated for one-time uses as designated by the City Council; and

WHEREAS, in accordance with the terms of the Stabilization Funds Policy, Council wishes to authorize the transfer and appropriation of \$500,000 to an existing capital improvement program project account to provide additional funding for the Warsaw Avenue Creative Campus for the purpose of fostering local improvements, investment, and increasing neighborhood vitality; now, therefore,

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

Section 1. That the sum of \$500,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, "Warsaw Avenue Creative Campus," for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is the immediate need to ensure that necessary funding is in place for the Warsaw Creative Campus.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

September 22, 2021

To: Mayor and Members of City Council 202102806

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – CRC: Moral Obligations for FY 2021 Transactions**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021; and **AUTHORIZING** the payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

This Emergency Ordinance authorizes the payment of \$4,600 from the Recreation Department's Recreation Special Activities Fund non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021 and \$9,700 from the Recreation Department's Citizens Summer Jobs Fund non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

This Emergency Ordinance is necessary due to policies and processing of expenditures without a prior encumbrance. In the case of Diamond Pro Umpires Association, funds were not properly certified prior to the contract expiration date. In the case of OKI Partners, the Cincinnati Recreation Commission (CRC) mistakenly omitted Enterprise Technology Services (ETS) approval from the purchasing request. Accounting staff within the CRC have been instructed as to the issues that resulted in these errors, and steps have been taken to ensure that they are not repeated.

The reason for the emergency is the immediate need to pay the impacted vendors for their services in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

LES

- 2021

AUTHORIZING the payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021; and **AUTHORIZING** the payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

WHEREAS, from March 2021 through July 2021, Diamond Pro Umpires Association provided sports officiating services to the Recreation Department, funds for which were not properly certified prior to the expiration of the contract; and

WHEREAS, in April 2021, Junior Achievement of OKI Partners provided platform sharing, user support, and curriculum for the Mayor's Career Expo job fair, the purchasing request for which inadvertently omitted the approval of Enterprise Technology Services; and

WHEREAS, accounting staff within the Recreation Department have been advised regarding the issues that resulted in these errors, and steps have been taken to ensure that they are not repeated; and

WHEREAS, sufficient funds are available from Recreation Department non-personnel operating budget accounts to pay for the services provided by these vendors; and

WHEREAS, Cincinnati City Council desires to provide payment for such services in an amount totaling \$14,300; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021.

Section 2. That the Finance Director is authorized to make a payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a

moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

September 22, 2021

To: Mayor and Members of City Council 202102807
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – Police: Acceptance of Donated Narcan Kits from Talbert House Services**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.

This Emergency Ordinance would authorize the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan Kits, valued at \$42,000, at no cost to the City.

The kits contain doses of Narcan, a medication useful in preventing death from opioid overdose. The Cincinnati Police Department (CPD) will deploy the kits with trained officers based on heroin overdose response data. The kits do not expire until 2023.

The reason for the emergency is the immediate need to accept the donated kits in a timely fashion to be able to respond to opioid overdoses.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

AKS

BWB

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.

WHEREAS, Talbert House Services has 500 unexpired kits that contain doses of Narcan, a medication useful in preventing death from opioid overdose that Talbert House Services would like to donate to the Cincinnati Police Department; and

WHEREAS, opioid overdoses are a significant public health issue nationwide, including in Cincinnati; and

WHEREAS, the kits do not expire until 2023; and

WHEREAS, the Cincinnati Police Department will deploy the kits with trained officers based on heroin overdose response data; now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept with gratitude a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the donated kits in a timely fashion to be able to respond to opioid overdoses.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: September 22, 2021

202102809

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – BARROW OUTLOT LLC PROPERTY SALE AGREEMENT

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Barrow Outlot LLC for the sale of City-owned real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley.

The City of Cincinnati owns certain real property located at the northeast corner of the intersection of Ridge Avenue and Alamo Avenue in the Oakley neighborhood (“Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

Barrow Outlot LLC (“Petitioners”) desires to purchase the Property from the City for consolidation with Petitioners’ adjoining real property.

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

The approximate fair market value of the Property is \$45,500, which Petitioners have agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on July 16, 2021.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

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

City of Cincinnati
An Ordinance No. _____

CHM
- 2021

BWB

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Barrow Outlot LLC for the sale of City-owned real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley.

WHEREAS, the City owns certain real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Barrow Outlot LLC, an Ohio limited liability company ("Petitioner"), desires to purchase the Property from the City for consolidation with Petitioner's adjoining real property; 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 DOTE, has determined that the Property is not needed for transportation or any other municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$45,500, which Petitioner has agreed to pay; and

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

WHEREAS, 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 July 16, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* with Barrow Outlot LLC, an Ohio limited liability company ("Petitioner"), in

substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will sell to Petitioner certain real property designated as Hamilton County, Ohio Auditor Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley, as more particularly described on Attachment A and incorporated herein by reference (the "Property").

Section 2. That the Property is not needed for transportation or any other municipal purpose.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$45,500, which Petitioner has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and, as a practical matter, no one other than an adjoining property owner would have any use for remnant parcels lacking access to, or frontage on, improved portions of Barrow Avenue.

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

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

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

Section 7. That the City Manager and other City officials are 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 vacation and sale of the Property to Petitioner, including the execution of a *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Ridge Ave and Barrow Ave Parcels

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 **BARROW OUTLOT LLC**, an Ohio limited liability company whose tax mailing address is 7162 Reading Rd, Suite 730, Cincinnati, OH 45237 (the "**Purchaser**").

Recitals:

A. The City owns certain real property identified as Auditor's Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, more commonly known as 4904 Ridge Avenue, 4900 Ridge Avenue, and Barrow Avenue respectively, in the Oakley neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Sale Property**"). The Sale Property consists of remnant parcels that were created as a result from the City's Kennedy Connector project and is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Purchaser owns certain real property adjoining the Property to the north of the Sale Property ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser's Property.

C. The City Manager, in consultation with DOTE, has determined that the Sale Property is not needed for any municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$45,500.00.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and as a practical matter no one other than an adjoining property owner would have any use for the remnant parcels lacking access to, or frontage on, Barrow Avenue.

F. 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 July 16, 2021.

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

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 \$45,500.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. Closing.

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

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;
- (iv) Coordinated Report Conditions (CR #20-2021):

(a) DOTE:

- 1. Any existing utilities must be granted easements or relocated at Purchaser's expense.
- 2. Abutting property owners must agree to the sale in writing.
- 3. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.

(b) MSDGC:

- 1. A MSDGC Request for Availability for Sewer Service (RASS) will be required by a project to develop or redevelop these parcels early in its planning process and advisably prior to applying for project permits through the Building and Inspection's Department to avoid project schedule delays. The MSDGC RASS will outline any additional project requirements, such as the need to obtain any MSDGC tap permits, Ohio EPA Permit to Install (if necessary), utilization of licensed and bonded sewer tappers with MSDGC detention requirements and a reminder for the project to coordinate with Storm Water Management Utility (SMU) for additional City of Cincinnati storm water requirements.

(c) GCWW:

- 1. Within the Sale Property, there are two inactive water service lines (H-74110-3/4" and H-78740-5/8") associated with parcels 051-0003-0162 and 051-0003-0127 and one active water service line (H-83527-3/4" associated with parcel 051-0003-0033. Water Works records indicate that the branch material within the right-of-way is copper and the branch materials within the property is lead. In accordance with Cincinnati Municipal Code Chapter 401

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Division M, lead service lines within this property must be replaced with copper service lines. Please contact the Greater Cincinnati Water Works Lead Service Line Coordinator at 513-591-5068.

2. If in the future, the Purchaser or their agents determine the existing water system does not meet their fire and/or domestic water demands, then the Purchaser may need to upgrade the water mains in their area to meet their future water demands. The Water Works approval of this Coordinate Report for the sale of the subject Sale Property in no way relieves the Purchaser of their responsibility to potentially upgrade the water system to meet their future fire and domestic water demands. This work will be performed at the expense of the Purchaser and not at the expense of the Water Works.
3. All conditions of water service to the Sale Property, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the subject premises, will be determined upon submission of final plans and application for service. Water service to the Sale Property is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(d) Duke Energy:

1. Duke Energy currently has a distribution easement in the location of the Sale Property that will need to be maintained.
2. Duke Electric has a mainline running near these parcels, at the western border and the easement in place will need to be maintained.

(e) Buildings & Inspections:

1. Ensure 4916 Barrow is used for all correspondence (per CPRE).
2. Comply with the recommendations of the Coordinated Site Review.
3. It is required that the Purchaser immediately records a Consolidation Plat adding the Sale Property with all of the Purchaser's Property. No Building Permits for any development can be approved until the Consolidation Plat is recorded.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the 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 of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

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

(D) Closing Costs and Closing Documents. At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C (Form of Quitclaim Deed), provided however that in the event the Purchaser has located all existing utilities on the Property and recorded easements exist for such utilities pursuant to Section 2(A)(iv)(a)(1) above, the blanket reservation to grant easements in the Form of Quitclaim Deed shall be removed. Purchaser shall pay all Hamilton County,

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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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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6. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description -the Property*
Exhibit B – *Form of Quit Claim Deed*

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

BARROW OUTLOT LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162

Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033

Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

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Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23" East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327

Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

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Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

EXHIBIT B
to Property Sale Agreement
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 **BARROW OUTLOT LLC**, an Ohio limited liability company, whose tax mailing address is 7162 Reading Rd., Cincinnati, OH 45237, ("**Grantee**"), all of the City's right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

Property Address:	4904 Ridge Ave, 4900 Ridge Ave, & approx. 0.0018 acre on Barrow Avenue, Cincinnati, OH 45209;
Auditor's Parcel ID Nos.:	051-0003-0162, 051-0003-0033, & 051-0003-0327;
Prior instrument reference:	O.R. 12806, Pg. 1076, Hamilton County, Ohio Records.

Creation of Utility Easement: The City hereby reserves and creates a public utility easement on, over, or under any portion of the Property encumbered by utility facilities such that any public utility affected by this conveyance shall be deemed to have a permanent easement in such portions of the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. [NOTE – TO BE REMOVED IF CONDITIONS REQUIRING LOCATION AND RECORDING OF ALL EXISTING EASEMENTS IN PURCHASE AGREEMENT SATISFIED]

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

[SIGNATURE PAGE FOLLOWS]

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00344089-2}

Exhibit A
to Quitclaim Deed
Legal Description

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162
Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033
Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that

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tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23" East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M+E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327
Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

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Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Contract No. _____

Property: Ridge Ave and Barrow Ave Parcels

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 **BARROW OUTLOT LLC**, an Ohio limited liability company whose tax mailing address is 7162 Reading Rd, Suite 730, Cincinnati, OH 45237 (the "**Purchaser**").

Recitals:

A. The City owns certain real property identified as Auditor's Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, more commonly known as 4904 Ridge Avenue, 4900 Ridge Avenue, and Barrow Avenue respectively, in the Oakley neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Sale Property**"). The Sale Property consists of remnant parcels that were created as a result from the City's Kennedy Connector project and is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Purchaser owns certain real property adjoining the Property to the north of the Sale Property ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser's Property.

C. The City Manager, in consultation with DOTE, has determined that the Sale Property is not needed for any municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$45,500.00.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and as a practical matter no one other than an adjoining property owner would have any use for the remnant parcels lacking access to, or frontage on, Barrow Avenue.

F. 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 July 16, 2021.

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

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 \$45,500.00 (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.

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2. Closing.

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

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;
- (iv) Coordinated Report Conditions (CR #20-2021):

(a) DOTE:

- 1. Any existing utilities must be granted easements or relocated at Purchaser's expense.
- 2. Abutting property owners must agree to the sale in writing.
- 3. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.

(b) MSDGC:

- 1. A MSDGC Request for Availability for Sewer Service (RASS) will be required by a project to develop or redevelop these parcels early in its planning process and advisably prior to applying for project permits through the Building and Inspection's Department to avoid project schedule delays. The MSDGC RASS will outline any additional project requirements, such as the need to obtain any MSDGC tap permits, Ohio EPA Permit to Install (if necessary), utilization of licensed and bonded sewer tappers with MSDGC detention requirements and a reminder for the project to coordinate with Storm Water Management Utility (SMU) for additional City of Cincinnati storm water requirements.

(c) GCWW:

- 1. Within the Sale Property, there are two inactive water service lines (H-74110-3/4" and H-78740-5/8") associated with parcels 051-0003-0162 and 051-0003-0127 and one active water service line (H-83527-3/4" associated with parcel 051-0003-0033. Water Works records indicate that the branch material within the right-of-way is copper and the branch materials within the property is lead. In accordance with Cincinnati Municipal Code Chapter 401

Division M, lead service lines within this property must be replaced with copper service lines. Please contact the Greater Cincinnati Water Works Lead Service Line Coordinator at 513-591-5068.

2. If in the future, the Purchaser or their agents determine the existing water system does not meet their fire and/or domestic water demands, then the Purchaser may need to upgrade the water mains in their area to meet their future water demands. The Water Works approval of this Coordinate Report for the sale of the subject Sale Property in no way relieves the Purchaser of their responsibility to potentially upgrade the water system to meet their future fire and domestic water demands. This work will be performed at the expense of the Purchaser and not at the expense of the Water Works.
3. All conditions of water service to the Sale Property, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the subject premises, will be determined upon submission of final plans and application for service. Water service to the Sale Property is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(d) Duke Energy:

1. Duke Energy currently has a distribution easement in the location of the Sale Property that will need to be maintained.
2. Duke Electric has a mainline running near these parcels, at the western border and the easement in place will need to be maintained.

(e) Buildings & Inspections:

1. Ensure 4916 Barrow is used for all correspondence (per CPRE).
2. Comply with the recommendations of the Coordinated Site Review.
3. It is required that the Purchaser immediately records a Consolidation Plat adding the Sale Property with all of the Purchaser's Property. No Building Permits for any development can be approved until the Consolidation Plat is recorded.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the 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 of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

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

(D) Closing Costs and Closing Documents. At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C (Form of Quitclaim Deed), provided however that in the event the Purchaser has located all existing utilities on the Property and recorded easements exist for such utilities pursuant to Section 2(A)(iv)(a)(1) above, the blanket reservation to grant easements in the Form of Quitclaim Deed shall be removed. Purchaser shall pay all Hamilton County,

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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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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6. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description -the Property*
Exhibit B – *Form of Quit Claim Deed*

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

BARROW OUTLOT LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162

Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033

Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

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Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23" East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327

Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

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Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

EXHIBIT B
to Property Sale Agreement
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 **BARROW OUTLOT LLC**, an Ohio limited liability company, whose tax mailing address is 7162 Reading Rd., Cincinnati, OH 45237, (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the “**Property**”).

Property Address:	4904 Ridge Ave, 4900 Ridge Ave, & approx. 0.0018 acre on Barrow Avenue, Cincinnati, OH 45209;
Auditor’s Parcel ID Nos.:	051-0003-0162, 051-0003-0033, & 051-0003-0327;
Prior instrument reference:	O.R. 12806, Pg. 1076, Hamilton County, Ohio Records.

Creation of Utility Easement: The City hereby reserves and creates a public utility easement on, over, or under any portion of the Property encumbered by utility facilities such that any public utility affected by this conveyance shall be deemed to have a permanent easement in such portions of the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. [NOTE – TO BE REMOVED IF CONDITIONS REQUIRING LOCATION AND RECORDING OF ALL EXISTING EASEMENTS IN PURCHASE AGREEMENT SATISFIED]

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

[SIGNATURE PAGE FOLLOWS]

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Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00344089-2}

Exhibit A
to Quitclaim Deed
Legal Description

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162
Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033
Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that

{00344089-2}

tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23 East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327
Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

{00344089-2}

Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

September 22, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102810

Subject: Crossing Guard and Pedestrian Safety Improvements for Schools

Reference Document #202102676

On September 9, 2021, City Council referred the following motion for a report:

MOTION, dated 8/31/2021, submitted by Councilmember Keating, WE MOVE that the City Administration provide a REPORT regarding the feasibility and cost of staffing Crossing Guards at the locations outlined by CPS, adding crosswalks to the locations outlined by CPS, installing School Zone Flashers at the locations outlined by CPS, and providing additional Traffic Control at the schools outlined by CPS. WE FURTHER MOVE that the administration also include alternative methods of addressing these issues, if relevant. The requests outlined by CPS will be attached to the document and have been discussed and compiled by the crossing guard coordinator and city planners. WE FURTHER MOVE that this report addresses any other requests by the community that were brought to light during the Budget and Finance Committee Meeting on Monday, August 30th during the conversation around the METRO/CPS decision...

Crossing Guards

Under an existing contract with Cincinnati Public Schools (CPS), the City of Cincinnati has agreed to employ, train, and supervise crossing guards to facilitate the safe and orderly transit of students to and from school. Under the contract, CPS has agreed to reimburse the City for 100% of all wages, overtime, applicable training costs, and other compensation and benefits of the crossing guards and pay an administrative fee equal to 7.5% of aggregate crossing guard compensation costs. Beyond this reimbursement mechanism, a method for setting the wages of the crossing guards is not further addressed in the agreement. Crossing guards are seasonal and part-time employees of the City, so in accordance with the City's Living Wage policy set forth in Cincinnati Municipal Code 317 the Administration has set their current wage rate at \$11.01 an hour.

The agreement sets forth the number and location of crossing guards and further provides that CPS may, at any time, request changes to the number of crossing guards or their location. To ensure open lines of communication, the City Manager's Office met with CPS leadership earlier this year and has provided contact information for CPS to reach out with any concerns regarding City-related issues. To date, the City Administration has not received a request from CPS to change the current locations or number of crossing guards.

As additional context, one historical reason for the arrangement of crossing guards as City employees is that the Ohio Department of Transportation (ODOT) previously recommended that crossing guards be appointed by the local law enforcement agency and that such law enforcement agency should be responsible for selection, training, and supervision of crossing guards. However, ODOT updated their guidance in 2012 to remove this recommendation, and currently Article IV, Section 2-B of the Cincinnati Administrative Code grants independent authority to both the City Manager and CPS to appoint crossing guards. Accordingly, there is no longer a binding requirement that all school crossing guards must be City employees.

In response to the inquiry in the motion, in order to add crossing guards to the locations identified, CPS must simply follow the process set forth under the agreement and request such changes to the number and location of crossing guards as set forth in the agreement. Pursuant to the agreement, the financial responsibility for any cost increase for additional crossing guards will rest with CPS.

Pedestrian Safety Improvements

In response to the request for an assessment of the feasibility and costs of various pedestrian safety improvements, including crosswalks, school zone flashers, and other traffic control improvements: the City's Department of Transportation and Engineering (DOTE) has been working since the beginning of the school year with CPS and the Southwest Ohio Regional Transit Authority on some of the items identified in the motion and will continue that work to determine feasibility and currently available funding.

DOTE indicates that preliminary cost estimates for the identified proposed improvements, for carryover discussion purposes, total \$125,000. The City Administration cautions that the amount is only an estimate. Actual costs may be higher depending on fluctuating resources and availability.



202102165

Steven P. Goodin
Councilmember

June 7, 2021

MOTION

WE MOVE that the City set aside funds in the Fiscal Year 2021 budget to repair and/or upgrade the following the city roadways, including the provision of traffic calming devices and better grading to prevent accidents:

- Warsaw Avenue (Kroger crosswalk)
- Rockdale Avenue (Rockdale Academy)
- Harrison Avenue (2200 block)
- Hamilton Avenue (Hamilton & Lingo)
- Virginia Avenue & Kirby Avenue
- Route 50/River Road (Sayler Park)


Councilmember Steven Goodin

STATEMENT

Council offices constantly receive inquiries from constituents regarding incidents that frequently occur on streets with inadequate public safety structures. Select roads (listed above) experience high volumes of traffic incidents due to speeding violations. The Department of Transportation Engineering supports issues of this nature through their Neighborhood Street Calming and Vision Zero Program if such streets meet the program's criteria. Other roadways, such as Route 50/River Road in Sayler Park, need significant maintenance repairs of road grading that stress daily commuter vehicles and cannot be supported under the street calming programs. Given the high level of concern, we ask that the listed streets are prioritized in the City's budget to be funded for appropriate repairs and/or upgrades.

COMMITTEES

Budget & Finance • Economic Growth & Zoning • Law & Public Safety

September 22, 2021

TO: Members of the Budget and Finance Committee

FROM: Paula Boggs Muething, City Manager

202102812

SUBJECT: City Roadway Improvements and Traffic Calming in the FY 2022 Budget

REFERENCE DOC. #202102165

The Budget and Finance Committee referred for a report at its session on June 21, 2021, the following Motion:

WE MOVE that the City set aside funds in the Fiscal Year 2021 budget to repair and/or upgrade the following city roadways, including the provision of traffic calming devices and better grading to prevent accidents:

- Warsaw Avenue (Kroger crosswalk)
- Rockdale Avenue (Rockdale Academy)
- Harrison Avenue (2200 block)
- Hamilton Avenue (Hamilton & Lingo)
- Virginia Avenue & Kirby Avenue
- Route 50/River Road (Sayler Park)

The following summarizes the assessment by the Office of Budget and Evaluation and the Department of Transportation and Engineering (DOTE) for roadway improvements and traffic calming devices on specific city streets for FY 2022.

Warsaw Avenue (Kroger crosswalk) – DOTE installed a pedestrian-triggered flashing light at this location in 2018. Staff has also worked with the East Price Hill Community Council to develop a new street design that will calm traffic throughout the Warsaw corridor and make it easier for pedestrians to cross the street. Approximately \$400,000 is needed to complete the engineering drawings, and approximately \$5,000,000 is needed for construction.

Rockdale Avenue (Rockdale Academy) – There have been 7 parked car crashes on this block since 2018. Given the proximity of the school, DOTE will evaluate this location for speed cushions in FY 2022 and score/compare it to other priority locations.

Harrison Avenue (2200 block) – Data shows that there is an above average number of wet weather accidents near the curve in this block of Harrison Avenue. DOTE evaluated Harrison Avenue in this area and determined two possible improvements: 1) Install new curve warning signs that are missing; this has been completed. 2) Install a high friction surface treatment (HFST) on the roadway. DOTE anticipates the cost to be \$250,000 for a HFST.

DOTE is also working with the Westwood Civic Association, Westwood Community Urban Redevelopment Corporation, and the South Fairmount Community Council to develop new street design options that will calm traffic throughout the Harrison Avenue corridor.

Hamilton Avenue (Hamilton & Lingo) – DOTE installed a pedestrian-triggered flashing light at this intersection in 2018. This intersection is not currently on the Northside Community Council Transportation Subcommittee's list of priority locations for improvement.

Virginia Avenue & Kirby Avenue – This intersection is not currently on the Northside Community Council Transportation Subcommittee's list of priority locations for improvement.

Route 50/River Road (Sayler Park) – DOTE has 2 projects planned for River Road:

1. From Fairbanks Avenue to Anderson Ferry Road: This will be an Ohio Department of Transportation (ODOT) Urban Paving project. It is scheduled for 2022/2023.
2. From Anderson Ferry Road to Dart Street: This will also be an ODOT Urban Paving project. It is scheduled for 2023/2024.

Community Council support for projects, whenever possible, is critical as it can help the City prioritize specific roadway improvements.

It is also important that the City partner with ODOT on large rehabilitation projects such as the projects for River Road/US Route 50. The funding split between ODOT and the City is 50/50. As such, the City only pays 50% of the total cost of the rehabilitation work, preserving local resources for other projects.

cc: William "Billy" Weber, Assistant City Manager
John S. Brazina, Director, Transportation and Engineering

City of Cincinnati



801 Plum Street, Suite 346-A
Cincinnati, Ohio 45202

Phone (513) 352 5205
Email Jan.Michele.Kearney@
cincinnati.oh.gov
Web www.cincinnati.oh.gov

202102306

Jan-Michele Lemon Kearney
Councilmember

June 15, 2021

MOTION

WE MOVE that the City of Cincinnati allocate \$2.5 million from the Fleet Replacement funds in the capital budget to remove the West Fork Incinerator in South Cumminsville. These bonded capital dollars should be allocated from the 40% portion of the fleet replacement funds that are not allocated to police and fire vehicles.


Councilmember Jan-Michele Lemon Kearney

_____	_____
_____	_____
_____	_____
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CAL → Budget & Finance
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CLERK OF COUNCIL

September 22, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

202102824

SUBJECT: Use of Fleet Replacement Budget for West Fork Incinerator

REFERENCE DOCUMENT #202102306

City Council adopted the following Motion at its session on June 23, 2021:

WE MOVE that the City of Cincinnati allocate \$2.5 million from the Fleet Replacement funds in the capital budget to remove the West Fork Incinerator in South Cumminsville. These bonded capital dollars should be allocated from the 40% portion of the fleet replacement funds that are not allocated to police and fire vehicles.

Fleet Replacements:

The FY 2022 Approved Capital Budget includes \$10.5 million for the capital improvement program “Fleet Replacements” project. Of that, an estimated \$5.9 million or nearly 60% of the budget amount is used for public safety related vehicles. The remaining 40% is allocated to non-public safety departments, including approximately 20% to the Public Services for snowplows and garbage packers, 15% to the Parks and Recreation departments for groundskeeping equipment and replacement vehicles, and the remaining 5% for other departments’ administrative vehicles. The administrative vehicles are primarily electric vehicles that help the City green its fleet and reduce operational costs for fuel. The following table provides the breakdown of the FY 2022 Fleet Replacement Plan by department:

Department of Public Services - Fleet Services Division
FY 2022 FLEET REPLACEMENT PLAN COST * **

Dept.	Department Description	Dollars	% of Plan
0090	ETS	\$ 40,000	0.40%
0091	RCC	N/A	
0104	OES	\$ 40,300	0.40%
0135	Risk	\$ 50,000	0.50%
0190	Recreation	\$ 697,958	6.98%
0200	Parks	\$ 837,508	8.38%
0212	Buildings	\$ 59,000	0.59%
0222	Police	\$ 2,929,833	29.30%
0233	DOT	\$ 388,525	3.89%
0248	Parking	\$ 50,000	0.50%
0251	DPS	\$ 1,938,508	19.39%
0260	Health	\$ 44,000	0.44%
0271	Fire	\$ 2,924,318	29.24%
TOTAL		\$ 9,999,950	

* Estimated 10 to 15% of all purchases will be green vehicles.

** Estimated 25% of all purchases will be with idle mitigation technologies.

NOTE 1: Difference between replacement plan \$ and budget of \$10,484,000 is the cost of make ready and upfitting vehicles after manufacture.

A reduction in funding of this size would require increases in the operating budgets of the non-public safety departments due to the increased expense of maintaining the older fleet vehicles and keeping them operational for a longer period of time. This includes increased expenses for additional parts, repair, and maintenance. The City's General Fund budget for fleet maintenance in FY 2022 includes \$8.1 million for automotive maintenance expenses. Of that amount, \$5.8 million is for Police and Fire with the remaining \$2.3 million for all other General Fund departments. For every year a vehicle is kept past its designated replacement date, operating costs increase an estimated 10% to 15% (depending on the vehicle type and its application). Therefore, additional General Fund operating budget resources would need to be identified for maintenance if the fleet replacement funds are reduced.

In addition to increased expense, by not keeping to a regular schedule of replacing vehicles when they are past their useful life, the City will realize a lesser return for the used vehicles at auction. Finally, older and outdated equipment can impact public perception of the quality of public services being delivered by the City.

West Fork Incinerator Costs:

The \$2.5 million cost to remove the West Fork Incinerator is an estimate based primarily on a hazardous materials survey conducted in 1998. However, given the age of this survey and other contingencies, additional due diligence work is needed to

affirm the actual cost of abatement and removal of the former incinerator. Until this additional due diligence is completed, the Administration cannot verify that \$2.5 million will cover the cost of completing the removal project. With that context, the primary environmental concerns identified in the 1998 survey were the following:

- The incinerator has a substantial amount of accessible and inaccessible asbestos containing materials both friable and non-friable, and
- The incinerator has a substantial amount of ash and refractory brick that, based on limited sampling and analysis, is characteristically hazardous for cadmium and lead.

The 1998 survey included an asbestos abatement cost estimate, but the estimate had cost contingencies and qualifiers in it due to several unknowns that could significantly affect the actual abatement and demolition cost range for the building. To generate the current project estimate, the City had to in-part rely on information from the City's demolition of the former Center Hill Incinerator in 2005 and on research of recent and similarly planned waste incinerator demolition projects identified in several other municipalities.

Due to the amount of time that has passed since the survey results were received, the necessity of relying on other similar project information, and the worsening structural deterioration that has occurred over time, an updated assessment of the West Fork Incinerator will be necessary to develop project specifications and better estimate costs to solicit contractor bids. A new hazardous materials survey is likely to cost approximately \$100,000 to complete.

Additionally, the Administration is currently pursuing grant opportunities for this project, which would reduce required City funding. Of particular importance is the new Ohio Development Services Agency (ODSA) "Brownfield Remediation Program" that will provide grants for site remediation throughout Ohio and was funded by a \$350 million appropriation in the recent FY 2022 State of Ohio Budget. ODSA will be promulgating rules to ensure the program is operational by the end of September 2022.

Conclusion:

Given the need for additional due diligence, the potential to secure external grant funding, and the negative operational and financial impacts from utilizing vehicles beyond targeted replacement dates, the City Administration does not recommend reducing the fleet replacement capital project for the proposed purpose.

cc: William "Billy" Weber, Assistant City Manager

September 27, 2021

To: Members of the Budget and Finance Committee 202102838
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – HR Charitable Solicitation for United Way

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager and the employees of the Department of Human Resources to solicit and accept in-kind donations from the Cincinnati business community for purposes of awarding prizes in the City's upcoming charitable campaign for the United Way of Greater Cincinnati.

Approval of this Emergency Ordinance authorizes the City Manager and the employees of the Department of Human Resources (HR) to solicit and accept in-kind donations from the Cincinnati business community for purposes of awarding prizes in the City's upcoming charitable campaign for the United Way of Greater Cincinnati.

HR will participate in the City's charitable campaign on behalf of the United Way of Greater Cincinnati. HR requires donations of various items of value for use as prizes to make the United Way campaign successful.

The reason for the emergency is the immediate need to accept donations prior to the campaign kickoff on October 4, 2021.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

LES

- 2021

AUTHORIZING the City Manager and the employees of the Department of Human Resources to solicit and accept in-kind donations from the Cincinnati business community for purposes of awarding prizes in the City's upcoming charitable campaign for the United Way of Greater Cincinnati.

WHEREAS, the Department of Human Resources will participate in the City's charitable campaign on behalf of the United Way of Greater Cincinnati; and

WHEREAS, the Department of Human Resources requires donations of various items of value for use as prizes to make the United Way campaign successful; now, therefore,

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

Section 1. That the City Manager and the employees of the Department of Human Resources are hereby authorized to solicit and accept in-kind donations from the Cincinnati business community for purposes of awarding prizes in the City's upcoming charitable campaign for the United Way of Greater Cincinnati.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept donations prior to the campaign kickoff on October 4, 2021.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk