
APPLICATION FOR ZONING RELIEF AND CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

APPLICATION #: ZH2017207/COA2017086
APPLICANT: MSA Architects
OWNER: CER ELM Investments LLC
ADDRESS: **2014 Elm Street**
PARCELS: 096-096-0006-0011-00
ZONING: UM
OVERLAYS: Over-the-Rhine Historic District
COMMUNITY: Over the Rhine
REPORT DATE: December 28, 2017
HEARING DATE: January 8, 2018, March 1, 2018
STAFF REVIEW: Beth Johnson, Urban Conservator
Matthew Shad, Zoning Administrator

Nature of Request:

The applicant is proposing a Change of Use to a property from Warehousing to Eating and Drinking Establishment. The applicant is requesting a Certificate of Appropriateness (COA) for front façade changes and Outdoor Areas including a rear patio.

UPDATE: The applicants have made the following changes to their proposal

- The applicants have removed the roof deck from the proposal and are only utilizing the rear patio as an outdoor space. This space is less than 50% of the interior space and therefore does not need a Conditional Use.
- The applicants have removed the request for Outdoor Entertainment, including the use of audio/visual equipment of amplified sound.
- The reduced patio makes the total occupied area for the restaurant 6816 sf, which generates a reduced parking demand of 45 parking spaces plus 2 spaces for the office. The applicants have secured 36 parking spaces through two potential leases and are requesting a variance for 11 spots.

Details of Zoning Relief Required:

1. 1425-19- Off Street Parking and Loading Requirements. A Restaurant Use requires 1 spot per 150 feet. Our calculations determined 45 parking spaces for the restaurant/bar use need to be provided for the reduced proposal. This includes 6816sf. An additional 2 spaces are needs to be provided for the office use. **A total of 47 spots are required to be provided.** No on-site parking is provided in the submission. **The applicants are requesting a Special Exception for 36 spots to be provided by off-site parking leases per Section 1425-15(c)(3) and a numeric variance of 11 parking spaces is requested for the unattained parking spaces.**

Existing Conditions

The existing building is a one story warehouse brick building that is listed as a non-contributing building to the Over-the-Rhine Historic District. It has an altered façade. It has most recently been used as a warehousing/storage use, which has a minimal parking demand and parking requirement per the zoning code.



Figure 1: 2014 Elm Street. Map from CAGIS Maps. Distance to RM district, approximately 469 feet.



Figure 2: Front facade of existing 2014 Elm Street

Previous Reviews: January 8, 2018- Tabled

Applicable Zoning Code Sections:

Zoning District:	Section 1410	UM
Variance:	1419	Limited or Full Service Restaurant
	1425	Parking Requirements
HCB authority:	Section 1435-05-4	
Overlays:	Section 1435	Historic Preservation
Historic District/Reg:	Over the Rhine Historic District	
COA Standard:	Section 1435-09-2	COA; Standard of Review

Zoning Review

DISCUSSION:

The applicants have amended their proposal and adjusted their request. They have reduced the outdoor space to only one location at the rear in the least obtrusive location and also removed Outdoor Entertainment from the proposal. This removes two conditional uses from their request and the only zoning relief to be reviewed is for parking requirements. The applicants have done due diligence and reduced their parking demand and have also worked to find off-site parking solution. While the leases still need refining to meet the standard terms of the City leases, staff is appreciative of the work the applicant has done to find a solution. The applicants have discussed the potential leases and the city has cleared defined our expectations regarding the core principles of the lease terms. Applicants have demonstrated they shall work with city staff to refine the leases before the building permit is issued.

Parking

Parking has become and will continue to be an issue in Over-the-Rhine and requires a careful balancing act between resident needs and business needs. Many applicants of high parking demand uses in northern OTR, point to the 114 parking variance that was issued to Rhinegeist in 2014 as precedent. It is not, as both the Zoning Administration staff and the Historic Conservation Board must review variance requests based on the specific situation, unique characteristics and facts pertaining to each individual site at the time of the request. In 2014, the analysis presented by then City Planning staff and supported in the approval by the Historic Conservation Board, believed at the time that the area had adequate public parking capacity for the facility. Much of the area surrounding Findlay Market was vacant and not redeveloped and there was not a consistent parking demand for either the Findlay Market Public lots or street parking during the hours of operation of the facility.

Since 2014, much of the area around Findlay Market has either been redeveloped or is in the process of being redeveloped and therefore changing the parking demand. It should be acknowledged that the public parking lots were expressly developed by the City to support Findlay Market and its property holdings first and foremost as accessory to those commercial uses. Findlay Market management has been supportive of invigorating the neighborhood, and has, to the degree possible, provided through

leases, nearly all its excess capacity to date. Concurrently, many of the properties along Elm Street and Race Street have parking exemptions as they are being redeveloped without a change of use or they are often small in scale, typically less than 2,000 sf of area. Thus, many of the current and redeveloping uses rely on the public parking currently available upon the streets and within dedicated public parking facilities. So when a significantly large property proposes a high intensity use, such as Assembly Uses and Eating and Drinking Establishments, they are often generating a significantly higher parking demand than ordinary retail uses that prevailed in the buildings previously. These use types also compete in the evenings with the residential units for public parking onstreet and within parking facilities. While the relaxed parking requirements in historic neighborhoods attempts to balance cars and neighborhood character, development proposals that are high parking demand generators, utilizing more than their fair share of the limited public resources, must assist in providing solutions to the problems they exasperate.

To understand the extent of the parking relief requested, staff is providing a comparative chart detailing the proposed uses parking demand. Also, note the typical Eating and Drinking Establishment in OTR is typically 2,000-2,500 sf in total area.

The chart below only reflects the restaurant use, 2 additional spots are required for office use as well

	Sq. Footage	Citywide Parking Standard	Citywide Parking Standard Applied	Site Requirement after exemptions	% increase from existing	
Warehouse	4526 sf	1 spot/ 1000 sf	5 spaces	0 Spaces	—	legal nonconforming
Office	4526 sf	1 spot/ 400 sf	11 spaces	0-11 spaces	120%	If office were verifiable
Retail	4526 sf	1 spot/ 250 sf	18 spaces	18 spaces	260%	
Eating & Drinking	4953 sf	1 spot/ 150 sf	33 spaces	33 spaces	560%	
E&D w/Patio	6816	1 spot/ 150 sf	45 spaces	45 spaces	800%	

The applicants have also asked that both the proximity to the streetcar and Findlay Market be considered. While the Zoning code does not allow for reductions for this property based on either, staff has considered those are options that will support off-street parking needs in the area as a whole.

The applicants also stated in their narrative that they believe all customers will use Uber/Taxi. Staff wants to put on record, and this has been confirmed in research conducted by the Parking Facilities Division Manager, that this is not founded or based on any evidence that has been provided locally or national trends, and this is not a fact that is included in our consideration or recommendation.



Figure 3: 2014 Elm Street with a 600 foot radius from the lot.

While Staff is very supportive of buildings being redeveloped, development needs to be done in a responsible manner. Parking demand should be kept to what the neighborhood can support and the business can control. In the case of this application, the applicants has proposed the following

- 6 space lease at the rear of 2016 Elm Street (next door neighbor) upon confirmation that the property owner will allow the tenant to offer their parking during their non-business hours, after 5 pm and no weekends.
- 30 space lease at 1947 Race Street (within 600 feet of property) from St. Phillipus Church. This property is also leased to Rookwood Pottery during its business operating hours M-F until 5pm.
- 15 spot variance (the applicants request 12, but based on calculations on floor plans and space needs by staff the request needs to be 15)

Staff is supportive of this solution for this location. The applicants have worked with adjacent property owners to find off-street parking solutions. The hours of operation for the bar/restaurant will be evenings and weekends, according to the Managing Partner, when the retail shops of Findlay Market are closed and therefore parking more available at the market lot. The restaurant will not be open on Sunday mornings when the Church has their highest use and requires the use of their parking lots for their congregation. While the application is outside of the 600 feet that the Zoning Administrator can allow an administrative reduction of up to 50% when adjacent to available public parking

facilities, as the 600 feet lands just across the street from the north Findlay Market Parking Lot, this is a factor in staff supporting the request for a parking reduction of 15 spots.

- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
The underlying zoning is UM. The current and proposed use of the interior of the building as an eating and drinking establishment is compliant, if adequate parking were provided.
- b. **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
The proposed use conforms to the guidelines for the district, subject to conditional use approval. The proposed changes to the façade substantially conform to the Historic Conservation Guidelines.
- c. **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.
This project does conform to the Over the Rhine Comprehensive Plan. Throughout the plan the need to address and provide parking for the redevelopment of this part of Over-the-Rhine is discussed. This project, through providing a solution to the majority of their off-street parking through a lease agreement is able to balance the need of development of the existing urban fabric and the parking demand it would generate.
- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.
Parking demand will be increased by this project. The project is required to have 47 parking spaces. The applicants are being able to provide 36 off-site spots but are requesting relief from 11 required spots. With evening availability at the north Findlay Market lot, staff is supportive of this request.
- e. **Buffering.** Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.
The rear patio is located at street level in the rear and will be buffered by other buildings.
- f. **Landscaping.** Landscaping meets the requirements of [Chapter 1423](#), Landscaping and Buffer Yards.
Not Applicable
- g. **Hours of Operation.** Operating hours are compatible with adjacent land uses.
The hours of operation are compatible to other uses surrounding uses. In the UM district hours of operation are only restricting for properties within

100 feet of a residential district boundary. This property is more than 100 feet from a residential district boundary.

- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.

2014 Elm Street is in the Urban Mix District and in an area of Over-the-Rhine which has an industrial past. The building was warehouse and storage building. The neighborhood has transitioned away from a heavy industrial area to a mixed use area with commercial, light industrial, and residential.

The primary uses expected within this district are non-residential or residential uses within mixed-use settings (i.e. commercial on the first floor and residential above)

- j. **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.

Please see the discussion above that outlines the major concerns and adverse effect for each zoning relief item requested.

- p. **Public Benefits.** The public peace, health, safety or general welfare.

The Public Benefit of a new business that increases the parking demand outside of reusing their historic building is not adversely affected as adequate parking is being provided.

Standards for Variances and Conditional Uses per Section 1435-05-4

- (a) Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District or Historic Asset; or

The building is a non-contributing building, the use of the building and rear patio does not affect the integrity of the building. The façade work that is being proposed will improve the building to fit into the context of the neighborhood.

- (b) Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).

Denial of the Parking Variance will not result in the deprivation of all economically viable uses of the property.

Standards for Variances and Conditional Uses per Section 1445-15

- (a) Owing to special circumstances or conditions pertaining to a specific piece of property, the strict application of the provisions or requirements of this Code or the Land Development Code, as applicable, are unreasonable and would result in practical difficulties.

The building is an existing building with limited on-site parking opportunities. While the proposed use of the building increases the parking demand for the building, they have a proposal to address the issue.

- (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by owners of other properties in the same district or vicinity.

Parking will be required for this property as long as a change of use is requested.

Certificate of Appropriateness Review:

A COA is required for the rear patio and façade changes. While there are many issues in regards to the variance and conditional uses, the section below will only comment on the applicable design guidelines.

Comments on Applicable Guidelines

All the proposed changes substantially conform to the Over-the-Rhine Historic Conservation Guidelines.

The façade changes are an appropriate treatment as they make a non-contributing building more contextually sensitive.

The patio is at the rear of the building and will not be visible from the street.

Rehabilitation:

12. Storefronts: Retain and repair the design and materials of storefronts in historic buildings. First-floor storefronts are common in Over-the-Rhine and are found in all types of architectural styles. Detailing and materials vary considerably. Each design should be considered individually and original materials should be retained. If the storefront has been altered or if none of the original materials remain, old photographs may indicate the original design. Original masonry storefront materials should be cleaned with the gentlest method possible (see section on cleaning). Cast-iron storefronts may be cleaned by abrasive methods including sandblasting. Adjacent materials must be protected and the pressure should be less than 100 p.s.i.

Don't reduce the size of storefront openings. Transparency and scale are very important to storefronts and their relationship to the remainder of the building as well as to the streetscape. Don't cover or remove significant elements such as piers, lintels, transoms,

original doors or other similar details. Roll down shutters and metal bar systems installed on the exterior of the building are not appropriate.

There is evidence that there were some sort of storefront windows and a central entrance at the building. The applicants are keeping this general configuration and are adding elements such as awnings, larger glass windows and lighting elements to rehabilitate the building.

The drawings do show 2 blade signs, but the tenant space is only permitted to have one blade sign per zoning code 1427-37.

Other Considerations: N/A

Prehearing Results: A prehearing was held on December 20, 2017. The applicant was present and was again made fully aware of the challenges of the parking demand and the excessive increases to parking demand generated by the scale of the Outdoor Areas.

Comments Provided to Staff: NA

Consistency with *Plan Cincinnati (2012)*:
“Sustain” Initiative Area “Preserve our built history”

Recommendation:

I. VARIANCE

- A. Section 1425-19 – **APPROVE – Numerical Variance** of 15 to allow for 36 off-site parking spaces subject to the condition that the use shall provide off-site parking for 100% of the remaining requirement during all hours the use is open to the public.
- B. **FINDING:** The Board makes this determination that per Section 1435-05-4.
 - 1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located; and
 - 2. Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the district.
 - 3. The applicant’s ability to secure a significant amount of off-site parking for the required minimum number of years ensures the use will assist in managing its parking demand.

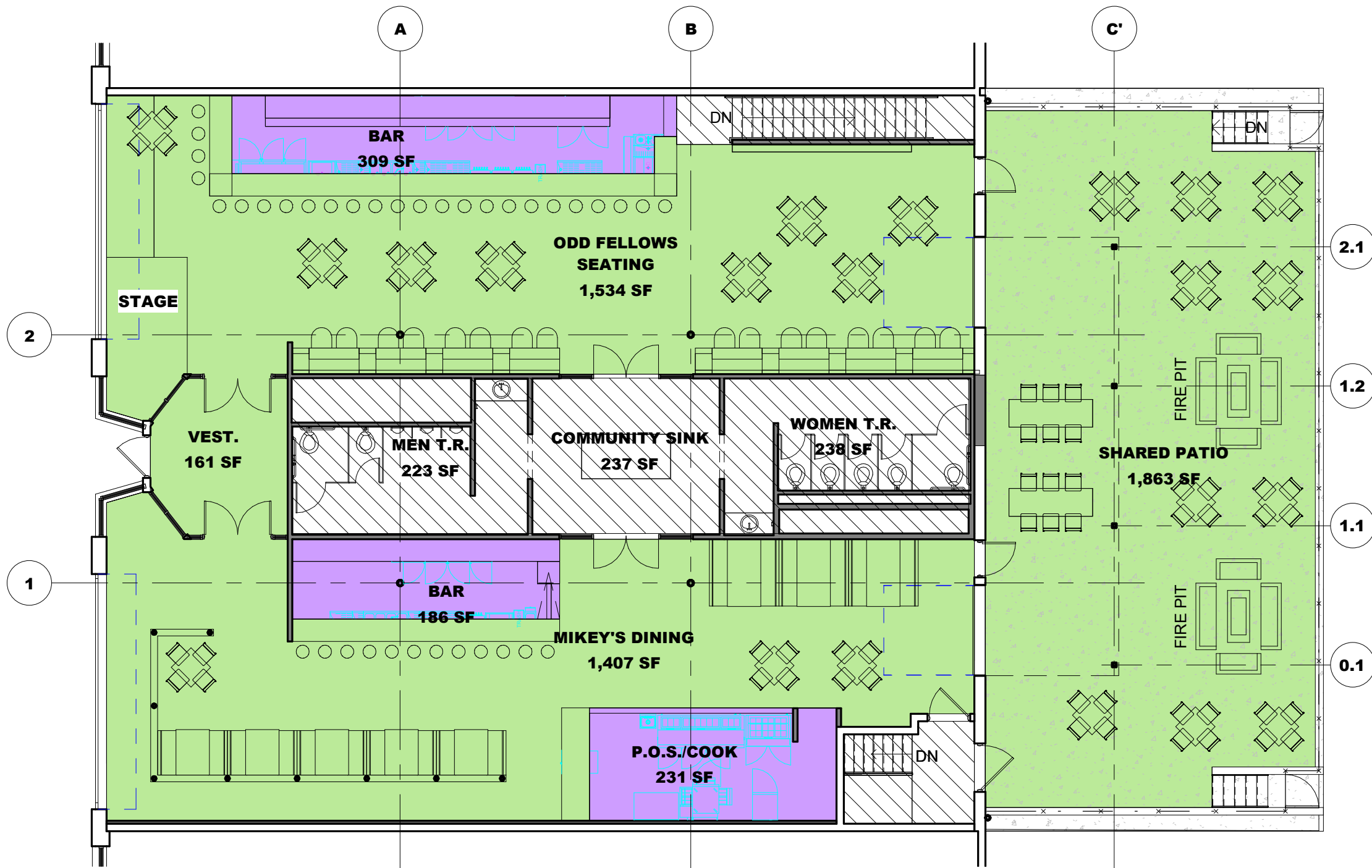
I. SPECIAL EXCEPTION

- A. Section 1425-15(c)(3) – **APPROVE – Special Exception** for an off-site parking lease rather than a covenant or easement with the following conditions:

1. Property owner shall control the rights to at least **36** parking spaces within 600 feet of the property for the life of the project as the proposed use, **regardless of tenant's occupying the building.**
 2. Property Owner shall initially demonstrate control for a period of at least 15 years and maintain documentation of such rights in a form approved by the City Solicitor. **Shorter lease periods, corresponding to the terms of the applicant's term to occupy this property, may be considered if renewal options allow for a total of 15 years.** Said documentation shall be provided to the City of Cincinnati at any time within 3 business days of being requested to do so.
 3. Such control shall be established prior to issuance of the building permit.
 4. Termination or substitution of control shall be upon the prior written consent of the City. Such consent would not be withheld if an equivalency of parking spaces is provided or subsequent legislative actions reduce or eliminate the parking requirement.
 5. **The parking lease(s) must be between the applicant and the property owner of the proposed parcel.**
 6. **Hours of operation that the use is open to the public shall correspond to the hours the leased parking spaces are made available to the applicant. Being open without the parking available may be cause for revocation of this approval.**
- B. **FINDING:** The Board makes this determination that per Section 1435-05-4:
1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located; and
 2. Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the district.
 3. **The applicant by leasing necessary parking is demonstrating initiative to manage their increased parking demand and its impact upon the neighborhood.**

II. CERTIFICATE OF APPROPRIATENESS

- A. **APPROVE** a Certificate of Appropriateness for 2014 Elm Street for front and rear façade changes at 2014 Elm Street per plans submitted by MSA Architects dated 02/07/2018 with the following conditions
1. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.
 2. Only 1 projecting sign shall be permitted. A Revocable Street Privilege shall be secured prior to issuance of a building permit for projecting signage.
- B. **FINDING:** The Board makes this determination per Section 1435-09-2:
1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

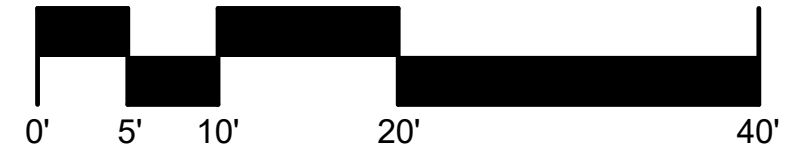
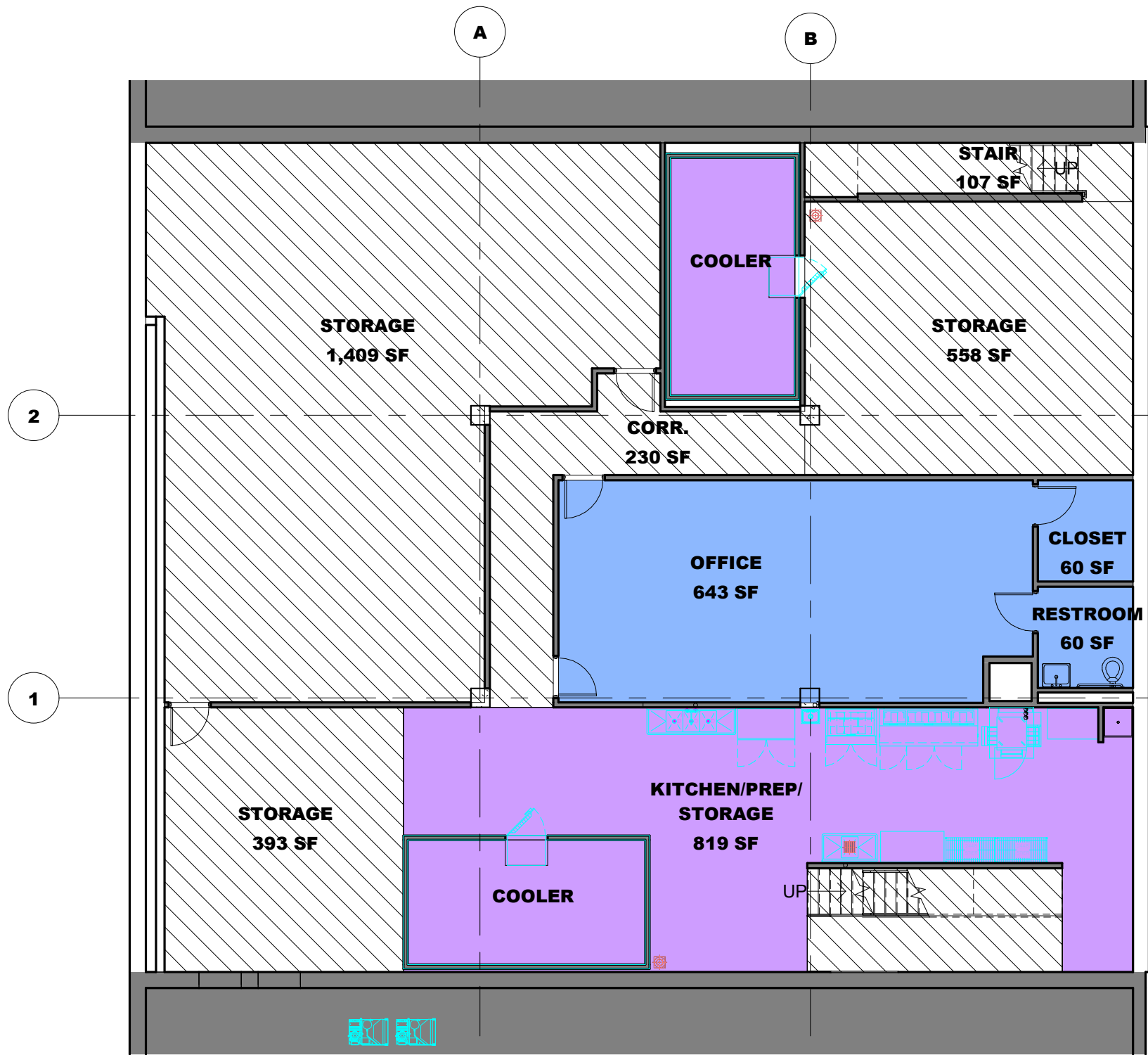


 FOOD PREP:	1,883 SF / 750 =	3
 RESTAURANT (PUBLIC AREAS):	5,013 SF / 150 =	33
 OFFICE/BUSINESS:	772 SF / 250 =	3
 CIRCULATION/BUILDING SUPPORT:	3,939 SF =	0
		_(CIRCULATION/SUPPORT EXCLUDED FROM PARKING COUNT)
TOTAL REQUIRED PARKING =		39
TOTAL PARKING PROVIDED THROUGH LEASE AGREEMENT =		36
TOTAL VARIANCE REQUIRED =		3

PROPOSED FIRST FLOOR PLAN

3/32" = 1'-0"





PROPOSED BASEMENT PLAN

3/32" = 1'-0"



ADJUDICATION/DENIAL LETTER

Date: 11/20/2017

Location: 2014 Elm Street

Request: Restaurant/Bar use, façade, and roof deck.

Zoning District: UM/Over-the-Rhine Historic Conservation Overlay Zone; Hillside Overlay Zone

Applicant Name: MSA Architects

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project for a new storefront, restaurant/bar and a roof deck will be required to get Zoning Variances and Certificate of Appropriateness from the Historic Conservation Board as it is within a Historic Conservation Overlay Zone.

All documents under the Historic Conservation Board Review and Required for all New Construction, Major Alterations and Additions section **that are checked** are a required part of the submission and the submission will not be considered complete unless all of these documents are included. Please submit **only** 3 copies application and all documents that are required. You will be required to submit 10 copies of the packet closer to the date of the Historic Conservation Board meeting. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. **A \$609.09 fee is required with the submission as well.** The next deadline is November 27, 2017 for the January 8, 2018 Historic Conservation Board Meeting.

Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

1. 1419-21(c) - Limited or Full Service Restaurants and Drinking Establishments- Maximum Size. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public. **A Conditional Use for the rear patio and roof deck is required.**
2. 1419-21(e) - Limited or Full Service Restaurants and Drinking Establishments- Entertainment. Within 500 feet of a residential district boundary, entertainment, including the use of audio/visual equipment or amplified sound **requires a conditional use.**
3. 1425-19- Off Street Parking and Loading Requirements. A Restaurant Use requires 1 spot per 150 feet. Our calculations 71 spots for the restaurant/bar use need to be provided. This includes 4122sf for the patio and deck, 5005 sf for the interior, 1524 for the basement kitchen prep. An additional 1 spot needs to be provided for the office use. **A total of 72 spots have to be provided.** No off-street parking is provided in the submission.

The 3 copies of the applications and documents required will be turned into the *Law Department- Office of Administrative Boards*. Their office is located on the 5th floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for

submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

You may also contact me at the information listed below with historic conservation or zoning questions, concerns or to make an appointment.

Sincerely,



Beth Johnson
Urban Conservator
(p): 513-352-4848
(e): beth.johnson@cincinnati-oh.gov

CINCINNATI'S HISTORIC CONSERVATION OFFICE

Certificate of Appropriateness- Documents Required for Review

Historic Conservation Board Review- Application Requirements 3 complete hard copies and a digital copy provided on CD or emailed to beth.johnson@cincinnati-oh.gov

- Adjudication Letter from Historic Conservation Office.
- COA Application form
- A letter/narrative statement of intent and how the project meets the applicable guidelines
- The Hamilton County Auditors record or other documentation showing property ownership
- A letter/email of permission from the owner if a tenant applicant
- Hard copies of supporting documents at the time of the application. Drawings format of 11x17 or 12x18 is preferred.
- A list of the applicants' witnesses and expert witnesses who you expect to testify at the hearing or legal counsel, if any
- 8 business days before the hearing date 10 hard copies and a new digital copy in pdf or jpeg (if changes occurred to the initial submission) for the final board packet. Drawings must be formatted and retain the proper scale in 11x17 or 12x18.

Staff Review- Application Requirements

- COA Application form
- The Hamilton County auditors record, a copy of your or other documentation showing ownership of the property
- A letter of permission to do alterations if a tenant applicant
- Any applicable drawings or materials

Required for all New Construction, Major Alterations and Additions (including decks)

Site plans, elevations and/or perspectives, drawn at a scale with detail to show the location of improvements on the site and the architectural design and exterior appearance of buildings and structures on the site. These drawings and submission must include the following information (unless waived by the Urban Conservator):

- An index of drawings located on the first sheet
- A scale (graphic required)
- North arrows and Elevations labeled with NSEW, front side and rear labels
- Context Map showing the building and context
- Existing and proposed site plan including, north arrow, street names, building footprints, parcel lines, and setback dimensions from all property lines labeled
- All properties and their structures immediately adjacent to the site must also be included in the site plan; a site section and/or site elevations, including any adjacent properties, may be required for new construction.
- Existing and proposed elevation drawings, floor plans, roof plans (with chimney locations)
- Existing and proposed principal and accessory buildings, including location, dimensions, and height labeled;
- Driveways, sidewalks, walkways, terraces, and other paved surfaces;
- Existing and proposed accessory structures, including walls, fences, porches, lighting, signs, and other site improvements;
- Existing and proposed landscape areas and materials, if proposed to be altered;

- Proposed materials, textures, and colors. If the material is not a common material the applicant may be required to include samples of materials or color samples.
- Labeled photos of all sides of the building and a 1 block streetscape context in all directions
- Site line drawings for any roof additions and show drainage
- A color rendering, axonometric drawings and/or perspective of the proposed construction (required on infill projects)

Required if applicable to the project- Consult with the Urban Conservator on what will be required for your project

- Historic Sanborn Maps of the site
- Window brochures and cut sheet
- Roof product information (brochure)
- Garage door brochures
- Sample materials upon request
- Fence drawings of style, fence brochures or photo of a sample fence
- Signs; drawings, photo showing the sign on the building, mounting info, materials, colors and illumination
- Mature tree removal requires a letter from an arborist stating its poor health
- All written correspondence submitted by the applicant and other affected persons
- Tentative project schedule
- Number of residential units and /or square feet of commercial space

Demolition (full or partial)

- Demolition Case Sheet unless otherwise not required by the Urban Conservator

Variance/Condition Use/Special Exemption

- Zoning Relief Application
- Written statement explaining how your project meets the standards for all relief requested.
- All required documents listed in the Zoning Relief Application

For additional questions contact Beth Johnson, Urban Conservator at 513-352-4848 or urban.conservator@cincinnati-oh.gov

** Note: The aforementioned information is general in nature. Additional information may be required by the Urban Conservator.*



II Centennial Plaza
 805 Central Avenue, Suite 500
 Cincinnati, Ohio 45202
 Monday- Friday 7:30 am—4 pm
 (513) 352-4848
 Urban.Conservator@Cincinnati-OH.gov

Office Use Only	
Application #:	_____
Date Accepted:	_____
<input checked="" type="checkbox"/> Staff Review	<input type="checkbox"/> Board Review
<input checked="" type="checkbox"/> Paid:	_____
Date Perfected:	_____
Hearing Date:	_____

CERTIFICATE OF APPROPRIATENESS APPLICATION

SUBJECT PROPERTY

Site Address: 2014 ELM ST, CINCINNATI, OH 45202
 Hamilton Co. Parcel ID No.: 096-0006-0011-00 Zoning District: URBAN MIX DISTRICT
 Historic District: OVER-THE-RHINE Overlay District: CINTI. HISTORIC OVERLAY

PRIMARY CONTACT INFO PROPERTY OWNER OTHER ARCHITECT (AGENT, ATTORNEY, ARCHITECT, ETC.)

Name: MSA ARCHITECTS
 Contact Person (if legal entity): CALEB HERRICK
 Address: 316 WEST FOURTH ST, FLOOR 6
 City: CINCINNATI State: OHIO Zip Code: 45202
 Phone: 513-241-5666 E-mail: cherrick@msaarch.com

PROPERTY OWNER INFO SAME AS ABOVE

Name: CER ELM INVESTMENTS, LLC
 Contact Person (if legal entity): _____
 Address: 5840 NORTH FOURTH ST
 City: COLUMBUS State: OHIO Zip Code: 43215
 Phone: _____ E-mail: _____

CERTIFICATE OF APPROPRIATENESS (SELECT ALL THAT APPLY)

New Construction Alteration Demolition

Provide a very brief summary of the project:

THIS PROJECT IS THE TENANT BUILD-OUT OF A RESTAURANT. THE BUILDOUT IS REPLACING A BUSINESS AND THEREFORE A CHANGE OF USE. WORK INCLUDES DEMOLITION, CONSTRUCTION OF NEW INTERIOR WALLS, AND UPGRADES TO ALL BUILDING MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

ZONING RELIEF Yes No

Provide a very brief summary of the zoning relief requested:

WE ARE SEEKING A CONDITIONAL USE FOR THE REAR PATIO AND ROOF DECK, A CONDITIONAL USE FOR AMPLIFIED SOUND, AND A VARIANCE FOR 72 PARKING SPOTS.

SUBMISSION REQUIREMENTS & REQUIRED ATTACHMENTS

Demolition requests must include all required demolition forms.
All applications that include requests for zoning relief must include a zoning hearing application.
All persons seeking historic tax credits must provide a copy of their approved part II tax credit application.

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature: *Caleb Herrick* Date: 11/27/2017


Dusty Rhodes, Hamilton County Auditor

generated on 11/27/2017 10:07:10 AM EST

Property Report

Parcel ID 096-0006-0011-00	Address 2014 ELM ST	Index Order Parcel Number	Tax Year 2016 Payable 2017
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Property Information

Tax District 001 - CINTI CORP-CINTI CSD	School District CINCINNATI CSD	Land Use 480 - COMMERCIAL WAREHOUSE	Images/Sketches 
Appraisal Area 01801 - OVER THE RHINE 01	Owner Name and Address CER ELM INVESTMENTS LLC 5840 NORTH FOURTH ST COLUMBUS OH 43215 <i>(call 946-4015 if incorrect)</i>	Mailing Name and Address CER ELM INVESTMENTS LLC 5840 NORTH FOURTH ST COLUMBUS OH 43215 <i>(call 946-4800 if incorrect)</i>	
Assessed Value 26,610	Effective Tax Rate 95.401744	Total Tax \$2,564.68	
Property Description ELM ST 66.67 X 110 LTS 36-37 PT 35 FINDLAY&GARR ARDS SUB SQ 1 PRS 11-12- 13 CONS TIF ABATEMENT			

Appraisal/Sales Summary

Year Built	1951
Total Rooms	0
# Bedrooms	0
# Full Bathrooms	0
# Half Bathrooms	0
Last Sale Date	10/2/2017
Last Sale Amount	\$486,720
Conveyance Number	153242
Deed Type	WD - Warranty Deed (Conv)
Deed Number	
# of Parcels Sold	1
Acreage	0.165
Front Footage	133.00

Tax/Credit/Value Summary

Board of Revision	YES(99)
Rental Registration	No
Homestead	No
Owner Occupancy Credit	No
Foreclosure	No
Special Assessments	Yes
Market Land Value	11,450
CAUV Value	0
Market Improvement Value	64,570
Market Total Value	76,020
TIF Value	5,920
Abated Value	0
Exempt Value	0
Taxes Paid	\$2,564.68
Tax as % of Total Value	0.000%

Notes

1) 11-22-04 30 YEAR TIF ABATEMENT BEGAN 2003 THRU 2032 1) 9/10/97 ADDED C.L. FENCE FOR 1/1/97.

LEASE

THIS AGREEMENT OF LEASE, made this ____ day of September 2017, by and between CER Elm Investments LLC, an Ohio limited liability company (hereinafter referred to as "Landlord"), with offices at 580 N. Fourth Street, Suite 120, Columbus, Ohio 43215, and LNS Ventures LLC, an Ohio limited liability company with offices at 1040 N. High Street, Suite 7, Columbus, OH 43201 .

WITNESSETH

SECTION 1. PREMISES

Landlord, in consideration of the rents to be paid and covenants and agreements to be performed by Tenant, does hereby Lease unto Tenant the premises located at **2014 Elm Street, Cincinnati, Ohio 45202**, in the City of Cincinnati, County of Hamilton, and State of Ohio (the "Premises"). The Premises shall have an area of approximately 5000+/- square feet which is the agreed number of rentable square feet and shall be substantially as outlined in red on Exhibit "A" attached hereto and made a part hereof. The Premises consists of the entire "Building" at the address stated herein. The parcels of land upon which the Building is situated is sometimes referred to herein as the "Property".

SECTION 2. TERM

The term of this Lease shall be for a period of (eight) 8 years, beginning on the date that the Landlord purchases the Property of which the Premises is a part (the "Commencement Date"). .

Provided Tenant is not in default, Landlord hereby grants unto the Tenant the option to renew this Lease for one additional term of seven years, commencing on the expiration of the initial term of this Lease (the "Option Period") on the same terms and conditions as are contained in this Lease except that the yearly Base Rent (as hereinafter defined) for the Option Period shall be as stated in Section 4 herein. The option to renew shall be exercised by Tenant notifying Landlord, in writing, no later than 180 days prior to the expiration of the then current term of the Lease. In addition, the parties agree that Tenant's right to renew this Lease is conditioned upon the Tenant not being in default in any of the provisions of this Lease at the time the renewal right is exercised or at the commencement of said renewal term.

SECTION 3. COMMENCEMENT DATE/FIRST PAYMENTS

As herein used, the phrase "Commencement Date" shall be October 1, 2017.

SECTION 4. BASE RENT

(a) Tenant shall pay to Landlord as rent for the Premises in legal tender of the United States the following "Base Rent" for the initial term of this Lease, payable in advance on the first (1st) day of each and every calendar month:

<u>Dates</u>	<u>Monthly</u>
October 1, 2017 – Sept 30, 2018:	\$0.00
October 1, 2018 – Sept 30, 2019:	\$6,000.00
October 1, 2019 – Sept 30, 2021:	\$6,250.00

October 1, 2021 – Sept 30, 2023:	\$6,500.00
October 1, 2023 – Sept 30, 2025:	\$6,750.00

Option Period Base Rent:

October 1, 2025 – Sept 30, 2026:	\$7,000.00
October 1, 2026 – Sept 30, 2028:	\$7,250.00
October 1, 2028 – Sept 30, 2030:	\$7,500.00
October 1, 2030 – Sept 30, 2032:	\$7,750.00

All payments of Base Rent, Additional Rent (as hereinafter defined), and any other amounts due to Landlord under this Lease shall hereinafter collectively be referred to as "Rent".

If any payment of Rent is not received by the 5th of the month, a penalty of five percent (5%) of the amount due plus \$100.00 per day shall be immediately due and payable along with the scheduled monthly payment; and

(b) Until further notice to Tenant, all Rent payable under this Lease shall be payable to Landlord and mailed to Landlord at c/o Capitol Equities, 580 N. Fourth Street, Suite 120, Columbus, Ohio 43215.

SECTION 5. SECURITY DEPOSIT

Upon execution hereof, Tenant shall deposit with Landlord the sum of \$0.00 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions for payment of Rent, Landlord may use, apply or retain all or any part of the security deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep the security deposit separate from its general funds, nor pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease term and upon Tenant's vacation of the Premises. In the event that the Building and/or Property are sold, the security deposit will be transferred to the new owner.

SECTION 6. PREMISES CONDITION

Tenant shall take the Premises in its "as-is," "where-is" condition. Tenant shall complete the Tenant's Work as set forth in Exhibit "B" attached hereto (the "Tenant's Work").

SECTION 7. RIGHT TO REMODEL

Tenant may, with Landlord's approval (which approval shall not be unreasonably denied, conditioned or delayed) and at Tenant's expense, make repairs to and alternations in the

Premises and remodel the Premises, excepting structural changes, in such manner and to such extent as may from time to time be deemed necessary by Tenant for adapting the Premises to the requirements and uses of Tenant and for the installation of its fixtures, appliances and equipment. All plans for such remodeling shall be approved by Landlord prior to commencement of work. Upon Landlord's request, Tenant shall be obligated, if it has remodeled and/or altered the Premises, to restore the Premises upon vacating the same. Tenant will indemnify and save harmless the Landlord from and against all mechanics liens or claims by reason of repairs, alterations or improvements which may be made by Tenant on the Premises. Unless Landlord has requested the removal of some or all improvements made by Tenant, all improvements made to the Premises shall become Landlord's property.

SECTION 8. UTILITIES

Tenant agrees to be responsible and pay for all public utility services rendered or furnished to the Premises during the term hereof, including heat, water service, sewer, gas, electric, trash, etc., together with all taxes, levies or other charges on such utility services. Landlord shall not be liable for the quality or quantity of or interference involving such utilities unless due directly to Landlord's negligence or intentional acts.

During the term hereof or any renewal or extension period, whether the Premises are occupied or unoccupied, Tenant agrees to maintain heat sufficient to heat the Premises so as to avert any damage to the Premises on account of cold weather.

SECTION 9. GLASS

Tenant shall maintain the glass windows of the Premises once replacement windows have been installed, promptly replacing any breakage. Tenant agrees to carry insurance for any and all damage or breakage.

SECTION 10. PERSONAL PROPERTY

The Tenant further agrees that all personal property of every kind or description that may at any time be in or on the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant, and that the Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of the Tenant caused in any manner whatsoever.

SECTION 11. RIGHT TO MORTGAGE

(a) Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any deed of trust, mortgage or mortgages now or hereafter placed upon Landlord's interest in the Premises; provided however, that no default by Landlord, under any deed of trust, mortgage or mortgages, shall affect Tenant's rights under this Lease, so long as Tenant substantially performs the obligations imposed upon it hereunder. Tenant shall execute any reasonable instrument presented to Tenant for the purpose of effecting such subordination. If Tenant, within ten (10) days after submission of such instrument, fails to execute same, Landlord is hereby authorized to execute same as attorney-in-fact for Tenant. It is a condition, however, to the subordination and lien provisions herein provided, that Landlord shall procure from any such mortgagee an agreement in writing, which shall be delivered to Tenant or contained in the aforesaid subordination agreement, providing in substance that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy will not be disturbed nor this Lease affected by any default under such mortgage. Notwithstanding anything contained in this Lease to the contrary, Tenant

shall not have the right to terminate this Lease in accordance with the provisions contained herein so long as this Lease is assigned as addition security for any first institutional loan covering the Premises.

(b) Wherever notice is required to be given to Landlord pursuant to the terms of this Lease, Tenant will likewise give such notice to any first mortgagee of which it has received legal notice. Furthermore, such mortgagee shall have the same rights to cure any default on the part of Landlord that Landlord would have had.

SECTION 12. SUBLEASE OR ASSIGNMENT

The Tenant further covenants and agrees not to assign or sublet the Premises or any part of same, or in any other manner transfer the Lease Agreement, Leasehold or Premises, without the prior written consent of Landlord which consent shall not be unreasonably denied, conditioned or delayed. In the event of such subletting or assignment, Tenant shall remain liable. Tenant shall pay to Landlord, Five Hundred Dollars (\$500.00) for each proposed sublease or assignment submitted to Landlord as reimbursement to Landlord for expenses incurred by Landlord for the review of said sublease or assignment.

SECTION 13. COMMON AREAS

Common Areas means all areas and facilities or otherwise made available by Landlord, for the common use and benefit of tenants of the Building and their customers, employees and invitees. Common Areas shall include (to the extent the same are constructed), but not be limited to, the parking areas, sidewalks, landscaped areas, boundary walls and fences, service roads, and service areas.

SECTION 14. OPERATION OF COMMON AREAS

(a) Landlord shall, throughout the term hereof, operate and maintain the Common Areas for the use and benefit of the tenants of the Building and their customers, employees and invitees. Landlord shall at all times have exclusive control of the Common Areas and may at any time and from time to time: (i) promulgate, modify and amend reasonable rules and regulations for the use of the Common Areas, which rules and regulations shall be binding upon the Tenant upon a delivery of a copy thereof to the Tenant; (ii) temporarily close any part of the Common Areas, including but not limited to closing the streets, sidewalks, road or other facilities to the extent necessary to prevent a dedication thereof or the accrual of rights of any person or of the public therein; (iii) exclude and restrain anyone from the use or occupancy of the Common Areas or any part thereof except bona fide invitees, agents, employees, customers and suppliers of the tenants of the Building who use said areas in accordance with the rules and regulations established by Landlord; (iv) engage others to operate and maintain all or any part of the Common Areas on such terms and conditions as Landlord shall deem reasonable and proper; and (v) make such changes in the Common Areas as in its opinion are in the best interest of the Building, including but not limited to changing the location of the walkways, service areas, driveways, entrances, existing automobile parking spaces and other facilities, changing the direction and flow of traffic and establishing prohibited areas provided however in no event shall such changes materially interfere with Tenant's reasonable use of the Common Areas.

(b) Tenant shall keep all Common Areas free of obstructions created or permitted by Tenant. Tenant shall permit the use of the Common Areas only for normal parking and ingress and egress by its invitees, agents, employees, customers and suppliers to and from the Premises. If in Landlord's opinion unauthorized persons are using any of the Common Areas by

reason of Tenant's occupancy of the Premises, Tenant shall, upon Landlord's demand, enforce Landlord's rights against all such unauthorized persons. Landlord shall nonetheless have the right at any time to remove any such unauthorized persons from said areas including the sidewalks, parking areas and grass, or to restrain unauthorized persons from said area. Landlord, Tenant, and others constructing improvements or making repairs or alterations shall have the right to make reasonable use of portions of the Common Areas.

SECTION 15. EMINENT DOMAIN

(a) In the event the entire Premises or any part of the building should be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation or award therefore, including Leasehold, reversion and fee, shall belong to the Landlord.

(b) In the event only a portion of the Premises, not exceeding forty percent (40%) of the Premises, shall be so taken or condemned, and the portion of the Premises not taken can be repaired within ninety (90) days from the date of which possession is taken for the public use so as to be commercially fit for the operation for the operation of Tenant's business, the Landlord at its own expense shall repair the portion of the Premises not taken and there shall be an equitable abatement of Base Rent and Additional Rent for the remainder of the term and/or extended terms. If the portion of the Premises not taken cannot be repaired within ninety (90) days from the date of which possession is taken so as to be commercially fit for the operation for Tenant's business, then this Lease shall terminate and become null and void from the time possession of the portion taken is required for public use, and from that date on the parties hereto shall be released from all obligation hereunder except as herein stated. Any such appropriation or condemnation proceedings shall not operate as or be deemed an eviction of tenant or a breach of Landlord's covenant of quiet enjoyment.

(c) In the event that more than forty percent (40%) of the Premises shall at any time after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, then at the option of the Landlord or Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate and expire as of the date of such taking and any prepaid rental shall be prorated as of the effective date of such termination.

SECTION 16. TENANT'S TAXES

Tenant further covenants and agrees to pay promptly when due all taxes assessed against Tenant's fixtures, furnishings, equipment and stock-in trade placed in or on the Premises during the term of this lease.

SECTION 17. RISK OF GOODS

All personal property, goods, machinery, and merchandise in the Premises shall be at Tenant's risk if damaged by water, fire, explosion, wind or accident of any kind.

SECTION 18. USE AND OCCUPANCY

The Premises during the term of this Lease shall be occupied for the operating and conducting therein of a restaurant and related uses to include the sale of alcohol and for no other purpose whatsoever without prior consent of Landlord in writing. Tenant shall at all times, conduct its operations on the Premises in a lawful manner and in compliance with all governmental laws,

rules, regulations and orders applicable to the business of Tenant; excluding, however, obligations of the Landlord hereunder. Tenant further agrees it shall not permit any adult entertainment or lewd activities of any kind on the Premises, or Landlord shall have the right to terminate this Lease by providing 30 days advance notice to Tenant. Tenant covenants and agrees that the Premises shall not be abandoned but may be left vacant.

SECTION 19. NUISANCES

Tenant shall not perform any acts or carry on any practice which may injure the Premises or be a nuisance or menace to other tenants in the Building. Landlord shall not perform and shall not permit any other tenant or occupant of the Building to perform any acts or carry on any practices which would injure the Premises or be a nuisance or menace to the Tenant or which would interfere with the right of quiet enjoyment granted to the Tenant or to other tenants and occupants of the Building.

SECTION 20. WASTE AND REFUSE REMOVAL

Tenant covenants that it will use, maintain and occupy said Premises in a careful, safe, lawful and proper manner and will not commit waste therein. Landlord shall have access at all reasonable times to the Premises for purposes of inspecting and examining the condition and maintenance of the Premises. Tenant agrees to remove all refuse from the Premises in a timely, clean and sanitary manner and shall not permit objectionable odors from refuse. If Tenant fails to remove any refuse which violates the provisions of this paragraph within 24 hours after receipt of notice from Landlord, Landlord shall have the right to remove said refuse at Tenant's cost.

Tenant shall provide one dumpster on site for its use and business operations.

Furthermore, Tenant shall keep all common areas, parking lot, sidewalks, etc neat, clean and promptly cleaned of debris and refuse resulting from Tenant's guests, invitees and employees. Cleaning of said areas shall be done on a daily basis and shall be completed prior to normal retail business hours.

Tenant shall keep the Demised Premises free from rodents, pests and vermin and, in connection therewith, Tenant shall cause the Premises to be exterminated with such frequency and in such manner as to prevent the existence of vermin or other infestation. In lieu of the foregoing provisions with respect to infestation control, Landlord, at its option, may select an extermination to perform such services on behalf of Tenant. If Landlord does so, Tenant agrees to use such contractor to the exclusion of all other exterminators, devices, equipment or services. Tenant shall pay the charges therefor to such exterminator.

Tenant's failure to promptly remedy and cure any unclean or unsanitary condition, after notice from Landlord, shall constitute a breach of a material and substantial obligation by Tenant under this Lease and Landlord shall have the right to perform, at the expense of Tenant, whatever extermination or other work it deems necessary in order to cure or remedy such condition, including but not limited to extermination of the Demised Premises.

Tenant shall, at its sole cost and expense, comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Tenant shall pay all costs,

expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Lease, and, at Tenant's sole cost and expense, shall indemnify, defend, and hold Landlord harmless (including legal fees and expense) from and against any actions, claims, and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Landlord.

Tenant shall not suffer or permit Tenant's employees or any persons making deliveries to or from the Premises or removing refuse and rubbish therefrom, to leave any food, refuse and rubbish containers or other matter standing upon the streets or sidewalks adjacent to the Building, or anywhere other than in the Demised Premises. If Tenant shall fail to comply with the foregoing provisions, Landlord, in addition to all other remedies provided in this Lease and at law, may remove any food, refuse and rubbish containers and other matter so left standing without any liability on the part of Landlord therefore, and the cost thereof shall be collectible as Additional Rent.

Tenant shall not suffer or permit anything to enter the sewage, waste or drainage system or any other pipes which will or is likely to create a stoppage or have a damaging, corrosive or deteriorating effect thereupon. Tenant shall, at its sole expense, keep the sewage, waste and drainage and grease trap system and all other pipes free of grease and obstructions emanating from the Premises and Tenant's business and shall regularly clean all flues, ventilation systems and grease traps.

SECTION 21. LANDLORD INSURANCE; FIRE REBUILDING AND ALTERING

(a) Landlord shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on all the buildings and permanent improvements on the Property.

(b) Tenant agrees that it will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises so as to increase the cost of fire and extended coverage insurance to Landlord, over and above the normal cost of such insurance for the type, location and use of the Building. Tenant agrees to pay any increased insurance cost upon the Building resulting from Tenant's occupancy or Tenant's vacancy.

(c) If the Premises or any permanent additions or Leasehold improvements thereto shall be damaged, destroyed, or rendered untenable, in whole or in part, by or as the result or consequence of fire or other casualty during the term hereof, Landlord shall repair and restore the same to a good tenantable condition with reasonable dispatch. During such period of repair, the Base Rent and Additional Rent shall abate: (i) entirely in case the whole Premises are untenable, and if Tenant determines in good faith it cannot economically conduct business from the undamaged portion of the Premises; (ii) and proportionately if only a portion is untenable and Tenant is able to conduct its business from the undamaged portion of the Premises. Said abatement shall cease at such time as the Premises shall be restored to the tenantable condition.

(d) In the event the Premises, because of such damage or destruction, are not repaired and restored to tenantable condition with reasonable dispatch within one hundred eighty (180) days from the date of receipt of insurance proceeds for such damages or destruction, Tenant or Landlord may, at its option, terminate this Lease by giving sixty (60) days prior written notice to the other party and thereupon Landlord and Tenant shall be released from all future liability and obligations under this Lease.

(e) If the Premises are damaged or destroyed during the last two (2) years of the original or any extended term of this Lease, to the extent of more than one-third (1/3) of the ground floor area thereof, Landlord shall have the right to terminate this Lease by written notice to Tenant within sixty (60) days following such damage or destructions, unless Tenant shall, within thirty (30) days following receipt of such notice, offer to extend the term of this Lease for an additional period of five (5) years from the date such damage or destruction is repaired and restored. If Tenant makes said offer to extend, Landlord and Tenant shall determine the terms and conditions of said extension within thirty (30) days thereafter or Tenant's offer shall not be deemed to stop Landlord from canceling this Lease. If the terms and conditions have been mutually agreed to by the parties, then Landlord shall accept Tenant's offer and shall repair and restore the Premises within the time and in the manner set forth above.

SECTION 22. LANDLORD REPAIRS

Landlord shall have no responsibility for any repairs of any kind whatsoever.

SECTION 23. TENANT'S REPAIRS

(a) Except as otherwise set forth herein Tenant shall keep and maintain, at Tenant's expense, all and every other part of the Premises in good order, condition and repair, including, by way of example but not limitation: (i) all leasehold improvements; (ii) all heating, ventilating and air conditioning equipment; (iii) interior and exterior plumbing and sewage facilities, including drain lines and grease trap lines; (iv) all interior and exterior lighting; (v) electric signs; (vi) all interior non-structural walls; (vii) floor coverings; (viii) ceilings; (ix) appliances and equipment; (x) signs and showcases surrounding and within the Premises; (xi) all doors and entrance areas; (xii) the interior and exterior of all windows and window moldings; (xiii) all interior and exterior electrical systems; and (xiv) any damages occasioned or caused by the actions of Tenant, its agents, invitees, or employees as a result of Tenant's repair obligations hereunder.

(b) If Landlord reasonably deems any repair which Tenant is required to make hereunder to be necessary, Landlord may demand that Tenant make such repair immediately. If Tenant refuses or neglects to make such repair and to complete the same with reasonable dispatch, Landlord may make such repair and Tenant shall, on demand, immediately pay to Landlord the cost of said repair, together with interest at ten percent (10%) per annum. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason of such work or its results unless such damages or loss is caused by the negligence or intentional acts of Landlord or its agents or independent contractors.

SECTION 24. COVENANT OF TITLE AND PEACEFUL POSSESSION

Subject to the provisions of Section 11 hereof, Landlord shall, on or before the date on which Tenant is permitted to install its merchandise and fixtures have good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. At such time, Landlord shall put Tenant into complete and exclusive possession of the Premises, and if Tenant shall pay the Rent and perform all the covenants and provisions of this Lease to be performed by the Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises and the Common Areas and the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, without molestation or hindrance by any person whomsoever.

SECTION 25. LIABILITY

Tenant agrees to carry at its own expense, throughout this Lease, public liability insurance covering the Premises and Tenant's use thereof, which insurance shall include Landlord as an additional named insured, in companies and in a form satisfactory to Landlord, with minimums of the following: (i) One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries or death of one or more persons and property damage combined; (ii) policy limits of Two Million Dollars (\$2,000,000.00) general aggregate per location; and (iii) fire damage property coverage of Fifty Thousand Dollars (\$50,000.00) limit per occurrence, and to deposit said policy or policies or certificates thereof with Landlord prior to the date of occupancy by Tenant. Such liability insurance policy or policies and the certificate shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of modification or cancellation thereof. Proof of policy renewal shall be provided to Landlord fifteen (15) days prior to the expiration date.

SECTION 26. REAL ESTATE TAXES, INSURANCE & COMMON AREA MAINTENANCE CHARGES

In addition to Base Rent, Tenant shall pay the following sums as "Additional Rent":

(a) Taxes. All real property taxes and assessments levied, imposed or assessed upon the Property during each Lease year ("Taxes").

(b) Insurance. The total cost to Landlord of all fire, extended coverage, liability, and other insurance coverage carried by Landlord with respect to the Property ("Insurance").

(c) Common Area Maintenance. All expenditures for operating and maintaining the Property (in accordance with generally accepted accounting principles), including removing snow, ice and debris from the sidewalks, service driveways, parking areas, and driveways and lighting the Building and Property, however, there shall not be included in such costs of operation or charged to Tenant any capital expenditures, allowance for depreciation, interest or principal on mortgage or other indebtedness, brokerage or leasing commissions and expenses which are charged to specific tenants, or for income and other taxes paid by Landlord, or Landlord's company expenses, or improvements to other tenant spaces within the Building.

(d) Tenant's Pro Rata Share. Tenant's Pro Rata Share is 100% of the Building and Property%.

(e) Payment of Additional Rent. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall deliver to Tenant a statement setting forth Landlord's actual operating expenditures for the preceding year and the monthly installment of Additional Rent that Landlord estimates will be needed for the current calendar year. If at any time during the calendar year Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Additional Rent, Landlord may revise the initial estimate by delivering to Tenant a subsequent statement. Tenant shall pay Landlord, together with the Base Rent, on the first day of each month during this Lease, the monthly installment of estimated Additional Rent as set forth in the last statement received by Tenant. Landlord's failure to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay the sums herein provided. If the total amount of estimated payments paid by Tenant for any calendar year is less than the actual amount payable by Tenant, then Tenant shall pay the balance of Additional Rent in a lump sum within thirty (30) days after Landlord delivers the statement to Tenant. If the total of the estimated payments is greater than the actual Additional Rent for the same period, then Tenant shall receive a credit against the next

due payment of estimated Additional Rent. Should an additional amount or a credit be due Tenant at the termination of this Lease, notification of same shall be provided within one hundred twenty (120) days following termination of the Lease. If an additional amount is due, then the Tenant shall pay the balance of Additional Rent in a lump sum within thirty (30) days after Landlord delivers the statement to Tenant. If a credit is due, Landlord shall submit payment to Tenant within thirty (30) days of notification that said credit is due Tenant. The above notwithstanding, the parties hereto agree that, Tenant's monthly obligation for Additional Rent shall begin on October 1, 2017 and continue for the entire length of this Lease and any extensions thereof.

(f) Verification. Tenant or its representative shall have the right to examine Landlord's books and records with respect to items in the statement of actual Additional Rent during normal business hours at any time within one hundred twenty (120) days following the furnishing by Landlord to Tenant of the statement. Unless Tenant shall take written exception to any item within one hundred twenty (120) days after furnishing the statement, said statement shall be considered as final and accepted by Tenant.

(g) Proration. If the first Lease year commences on any day other than January 1, or if the last year of the Lease ends on any day other than December 31, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be prorated.

SECTION 27. SURRENDER

The Tenant covenants and agrees to deliver up and surrender to the Landlord the physical possession of the Premises upon the expiration of this Lease or its termination as herein provided in as good condition and repair as the same shall be at the commencement of the original term, loss by fire and/or ordinary wear and tear excepted and to deliver all of the keys to the Landlord or Landlord's agents.

SECTION 28. HOLDING OVER

There shall be no privilege of renewal hereunder (except as specifically set forth in this Lease) and any holding over after the expiration by the Tenant shall be from day to day on the same terms and conditions (with the exception of Base Rent which shall be prorated on a daily basis at twice the daily Base Rent rate of the most recent expired term) at Landlord's option; and no acceptance of Rent by or act or statement whatsoever on the part of the Landlord or his duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

SECTION 29. NOTICE

Whenever under this Lease provisions are made for notice of any kind to the Landlord, it shall be deemed sufficient notice and sufficient service thereof if such notice to Landlord is in writing, addressed to Landlord c/o Capitol Equities, 580 N Fourth Street, Suite 120, Columbus Ohio 43215, or at such address as Landlord may notify Tenant in writing, and deposited in the United States mail, by registered or certified mail, return receipt requested, with postage prepaid or by Federal Express or such other recognized mail service as normally results in overnight delivery. Notice to Tenant shall be sent in like manner to Late Nigh Slice, 1040 N. High Street, Suite 7, Columbus, OH 43201.

SECTION 30. DEFAULT

Should Tenant fail to pay the Rent or any other payments required of Tenant hereunder or any part thereof, for a period of Ten (10) days after Tenant's receipt of written notice from Landlord of the non-payment, or should Tenant fail to perform or observe any other agreement, covenant or condition on Tenant's part to be performed or observed herein and shall fail to cure such failure within thirty (30) days after written notice from Landlord specifying the failure (except that if such default cannot be cured within said 30-day period, then this period shall be for a reasonable additional time, provided that Tenant commences, in good faith, to cure such default within said 30-day period and diligently pursues the same to completion, and provided further that in no event shall such default continue for more than ninety (90) days), or should this leasehold become subject to execution, attachment or other process of law, or should premises be vacated, abandoned or business operation of Tenant ceases for a period exceeding 30 days, or should Tenant make an assignment for benefit of creditors, file a voluntary petition in bankruptcy or if there is an arrangement or reorganization or Tenant suffers an involuntary petition to be filed against Tenant or suffer a receiver or trustee to be appointed for Tenant, or Tenant permits Tenant's fixtures or merchandise in the premises to be attached or taken under execution or other legal process, or should Tenant assign this Lease without the written consent of Landlord, in all or any of such events a breach of this Lease shall have occurred, and should such breach be other than for payment of money and continue for thirty (30) days after written notice from Landlord, then Landlord, in addition to any other remedies available, shall have the immediate right to enter and repossess the Premises by summary or dispossession proceedings, or otherwise, and remove therefrom all occupants and take and store any property at the cost of and for the account of Tenant, without becoming liable to prosecution or damages therefore, and thereupon all rights of Tenant and obligation of Landlord to Tenant hereunder shall cease but Tenant shall remain liable for the Rent, less any net amount realized by Landlord from re-renting premises, and such liability for Rent shall continue each month for the remainder of the term. At any time thereafter, Landlord may terminate this Lease by a declaration to that effect. In all actions on this Lease the parties waive trial by jury, however, trial to the court is not waived.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it within the time and cure periods hereunder, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may, but shall be under no obligation to, at any time thereafter, make such payment or perform such act for the account and at the expense of Tenant. All sums not paid when due and all sums so paid by Landlord and all costs and expenses so incurred, together with interest thereof at a rate of 1.5% per month from the date of payment or incurring, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant on demand.

In the event that Landlord fails to make any payment or perform any act required by this Lease then Tenant shall give Landlord written notice of same with said notice providing a reasonable time for Landlord to make said payment or perform such act.

SECTION 31. WAIVER OF SUBROGATION

Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or any one claiming through or under them by way subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties even if such fire or other casualty shall have been caused by the fault or negligence of the other party or any one for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall

contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agree that their policies will include such clause so long as the same is obtainable and if not obtainable, shall so advise the other in writing and such notice shall release both parties from the obligation to obtain such a clause or endorsement.

SECTION 32. EXCULPATION

If the Tenant obtains a money judgment against Landlord, any of its partners or its successors or assigns under any provisions of or with respect to this Lease or on account of any matter, condition or circumstance arising out of the relationship of the parties under this Lease, Tenant's occupancy of the Building or Landlord's ownership of the Property, Tenant shall be entitled to have execution upon such judgment only upon Landlord's fee simple estate in the Property and not out of any other assets of Landlord, any of its partners or its successor or assigns; and Landlord shall be entitled to have any such judgment so qualified as to constitute a lien only on said fee simple estate.

If Landlord transfers its estate in the Premises subject to this Lease, Landlord shall thereafter be relieved of all obligations of Landlord expressed in this Lease or implied by law and which are subsequent to said transfer and/or sublease.

SECTION 33. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits or of any other rights, remedies and benefits allowed by law; provided, however, that this Lease shall not be cancelable except for default of Tenant except as otherwise specifically provided herein.

SECTION 34. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease agreement committed by the other.

SECTION 35. SIGNS

No signs, whether building, free-standing, pylon or other signs, shall be placed within or around the Premises except as such sign shall comply with all applicable zoning and building codes, and no signs shall be permitted without the prior written consent of Landlord as to the size, graphics, location, and all other aspects of any signs.

SECTION 36. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought.

SECTION 37. LANDLORD'S LIEN

In the event of default, Landlord shall, by the execution of this Lease by Tenant, have a lien for the performance of any and all obligations of Tenant which shall encumber Tenant's fixtures, equipment, machinery, goods, wares, merchandise, and other personal property of Tenant.

SECTION 38. BINDING UPON SUCCESSORS

The covenants, conditions, and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, representatives, successor and assigns.

SECTION 39. TRANSFER OF INTEREST

If Landlord should sell or otherwise transfer its interest in the Premises, upon an undertaking by the purchaser or transferee to be responsible for all the covenants and undertakings of Landlord, Tenant agrees that Landlord shall thereafter have no liability to Tenant under this Lease or any modifications or amendments thereof, or extensions thereof, except for such liabilities which might have accrued prior to the date of such sale or transfer of its interest by Landlord.

SECTION 40. ACCESS TO PREMISES

Landlord and its representatives may have free access to the Premises at all reasonable times (upon reasonable prior notice) for the purpose of: (i) examining the same or to make any alterations or repairs to the Premises that Landlord may deem necessary for its safety or preservation; (ii) exhibiting the Premises for sale or mortgage financing; (iii) also during the last three (3) months of the term of this Lease for the purpose of exhibiting the Premises and putting up the usual notice "to rent" which notice shall not be removed, obliterated or hidden by Tenant, provided, however, that any such action by Landlord as aforesaid in this section shall cause as little inconvenience as reasonably practicable and such action shall not be deemed an eviction or disturbance of Tenant nor shall Tenant be allowed any abatement or rent, or damages for any injury or inconvenience occasioned thereby.

SECTION 41. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease.

SECTION 42. NON-WAIVER

No payment by Tenant or receipt by Landlord or its agents of a lesser amount than the Rent in this Lease stipulated shall be deemed to be other than on account of the stipulated Rent nor shall an endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed on accord and satisfaction and Landlord or its agents may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

SECTION 43. FORCE MAJEUR

In the event the Landlord shall be delayed or hindered or prevented in the performance of any obligations required under the Lease by reasons of strike, lockouts, inability to procure labor or materials, failure of power, fire or other acts of God, restrictive governmental laws or regulations, riots, insurrection, war or any other reason not within the reasonable control of Landlord, then the performance of such obligations shall be excused for a period of delay and

the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay.

SECTION 44. HAZARDOUS SUBSTANCES

(a) Landlord and Tenant hereby covenant and agree that the following terms shall have the following meanings:

(i) "**Environmental Laws**" mean all federal, state, and local laws, statutes, ordinances, and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives with respect thereto.

(ii) "**Hazardous Substance**" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde form insulation, polychlorinated biphenyls, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, *et seq.*), or any other applicable Environmental Law.

(iii) "**Indemnitees**" means Landlord, its respective successors and assignees, its respective partners, officers, directors, employees, agents, representatives, contractors and subcontractors, and any subsequent owner of the Property who acquires title thereto from or through Landlord.

(iv) "**Release**" has the same meaning as given to that term in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), and the regulations promulgated thereunder.

(b) Tenant covenants and agrees with Landlord as follows:

(i) Tenant shall keep, and shall cause all occupants of the Premises to keep the Premises and the Common Areas which are used by the Tenant, or any occupant of the Premises, free of all Hazardous Substances, except for Hazardous Substances stored, treated, generated, transported, processed, handled, produced, or disposed of in the normal operation of the Premises in accordance with all Environmental Laws.

(ii) Tenant shall comply with, and shall cause all occupants of the Premises to comply with all Environmental Laws.

(iii) Tenant shall promptly provide Landlord with a copy of all notifications which it receives with respect to any past or present release of any Hazardous Substance or the threat of such release on, at, or from the Property and Building or any other property adjacent to or within the immediate vicinity of the Property and Building.

(iv) Landlord shall have the right, but not the obligation, to cure any violation by Tenant of the Environmental Laws and Landlord's costs and expense to so cure shall be the responsibility of the Tenant under this Lease agreement.

(c) Tenant covenants and agrees, at its sole cost and expense, to indemnify, defend, and save harmless Indemnitees from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may at any time be imposed upon, incurred by, asserted, or awarded against Indemnitees arising out of the actions or inactions of Tenant or any occupant of the Premises, and (i) the storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance; (ii) the presence of any Hazardous Substance or a release of any Hazardous Substance or the threat of such release; (iii) human exposure to any Hazardous Substance; (iv) a violation of any Environmental Law; or (v) a material misrepresentation or inaccuracy in any representation or warranty or material breach of or failure to perform any covenant made by Tenant herein (collectively, the "Indemnified Matters").

The liability of Tenant to Indemnitees hereunder shall in no way be limited, abridged, impaired, or otherwise affected by: (i) the release, expiration, or termination of this Lease agreement; (ii) the invalidity or unenforceability of any of the terms or provisions contained in this Lease agreement; (iii) any exculpatory provisions of this Lease agreement; (iv) any applicable statute of limitations; (v) the assignment of this Lease agreement by Landlord or Tenant; (vi) the sale, transfer, or conveyance of all or part of the real property and building; (vii) the dissolution or liquidation of Tenant; (viii) the death or legal incapacity of Tenant; (ix) the release or discharge, in whole or in part, of Tenant in any bankruptcy, insolvency, reorganization arrangement, readjustment, composition, liquidation, or similar proceeding; or (x) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Tenant under this Lease agreement.

The foregoing indemnity shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at common law.

The above notwithstanding, it is expressly agreed by the parties hereto that Tenant shall not be responsible for any Hazardous Substances which are on or about the Premises or the Building or the Property prior to the Tenant's possession of the Premises or for any Hazardous Substances which were not brought upon the Premises, Building or Property by the Tenant or its invitees, agents or independent contractors. Landlord shall be solely responsible for such Hazardous Substances which are on or about the Premises or the Building or the Property prior to Tenant's possession of the Premises.

(d) Landlord represents and warrants that, to Landlord's knowledge, there are no Hazardous Substances on the parcel of land on which the Building is located or the Property or in the Building, including its interior, systems or structure. Landlord hereby represents and warrants that: (i) neither Landlord nor an affiliate of Landlord owned the Property or had an interest therein during construction of the Building, and (ii) neither Landlord nor an affiliate of Landlord was responsible for the construction of the Building or had an interest therein. If any Hazardous Substance is discovered in, on or around the Property or if Landlord is notified of its existence on the Property during the term, then, unless Tenant is responsible for the presence of such Hazardous Substance, Landlord shall, if required by applicable law and at no cost to Tenant, remove all of such Hazardous Substance in accordance with applicable law; provided, however, that if either the presence or removal of any Hazardous Substance will prevent the business operations of Tenant in the Premises for a period of more than forty-five (45) consecutive days after notice of the same to Landlord, then Tenant may terminate this Lease upon forty-five (45) days' prior written notice to Landlord. Rent shall be equitably abated based

on the practical non-availability of any portion of the Premises for the purposes permitted by this Lease due to: (i) the unlawful presence of any Hazardous Substance in the Property which is not the result of any act or failure to act of Tenant or any person for whom Tenant is responsible or (ii) the removal by Landlord of any Hazardous Substance. If Landlord fails to commence and diligently pursue the completion of the removal of any Hazardous Substance required hereunder after receipt of Tenant's written demand to do so, then Tenant may terminate this Lease upon forty-five (45) days' prior written notice to Landlord. In such event, Rent shall be apportioned as of the effective date of termination and any prepaid Rent with respect to the period after the effective date of termination shall be repaid to Tenant.

SECTION 45. ESTOPPEL CERTIFICATE

Promptly upon request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an "Estoppel Certificate" as required by any lending institution, transferee of the Property, and/or the Landlord, certifying that the Lease is in full force and effect and containing such other information as is reasonably requested and said Estoppel Certificate may be relied upon by said lending institution, transferee and/or the Landlord.

SECTION 46. DISCLOSURE

R. Todd Kemmerer and John-Ryan Kern hereby disclose that they are licensed real estate brokers in the State of Ohio, and are members of the entity which owns the Property.

SECTION 47. FINANCIAL STATEMENTS

Tenant shall at any time within ten days following request by Landlord, deliver to Landlord, or to any other party designated by Landlord, a true and accurate copy of Tenant's most recent financial statements.

SECTION 48. PURCHASE OPTION

Tenant shall have the option to purchase the building between months 13 and 18 for \$650,000 and between months 19-24 for \$675,000. In the event Tenant does not purchase the building in the above time frames, then Tenant shall have the ongoing right of first offer after the 24th month at market rates provide that Landlord desires to sell the building..

SECTION 48. ADDITIONAL TERMS

(a) No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

(b) No waiver of any default of Tenant or Tenant hereunder shall be implied from any omission by Landlord or Tenant to take any action on account of such default if such default persists or be repeated, and on express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

(c) It is understood that Landlord may occupy portions of the Building or Property in the conduct of Landlord's business. In such event, all references herein to other tenants of the building shall be deemed to include Landlord as an occupant.

(d) All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate instance.

(e) This Lease shall not be recorded by either party without the consent of the other.

(f) Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the party making such representation or promise.

(g) Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

(h) If because of any act or omission of Tenant, a mechanic's lien is filed against Landlord or the real estate, Tenant shall hold Landlord harmless therefrom.

(i) This Lease shall not be binding until signed by both parties.

(j) No acceptance by Landlord of a lesser sum than Base Rent and/or Additional Rent, or any other charge then due shall be deemed other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or charge or other monies owing by Tenant or pursue any other remedy in this Lease provided.

(k) This Lease shall be governed and construed in accordance with the laws of the State of Ohio.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

CER Elm Investments LLC

By: J.R. Kern
Its: Member

TENANT:

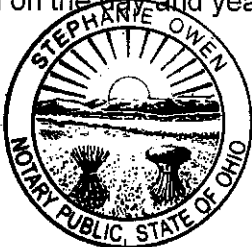
LNS Ventures LLC

By: William Sorboro
Its: Member

STATE OF OHIO :
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on the 21 day of September, 2017, before me, a Notary Public in and for said State, personally appeared JR Kern, by CER Elm Investments LLC, the Landlord in the foregoing Lease, who hereby acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.



STEPHANIE OWEN
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
June 1, 2022

[Signature]
Notary Public

STATE OF OHIO :
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on the 21 day of September, 2017, before me, a Notary Public in and for said State, personally appeared William Sorboro, by LNS Ventures LLC, the Tenant in the foregoing Lease, who hereby acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.



STEPHANIE OWEN
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
June 1, 2022

[Signature]
Notary Public

EXHIBIT A

Parcel ID
096-0006-0011-00

Address
2014 ELM ST

Index Order
Parcel Number

Tax Year
2016 Payable 2017

Property Map

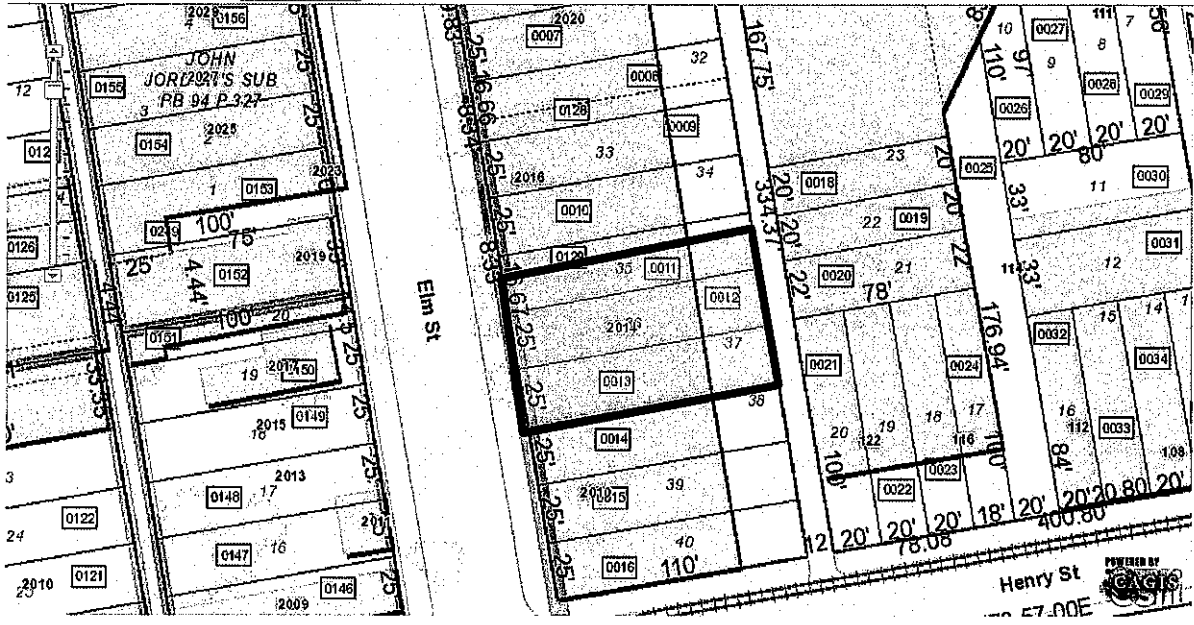


EXHIBIT B
TENANT'S IMPROVEMENTS

Tenant shall make any and all improvements to the building including, new roof on the entire Building and new windows throughout the Premises. Any and all interior improvements shall also be at the sole cost and expense of the Tenant. Landlord and Tenant will mutually agree on what kind of roof as well as the style and kind of windows for the front and rear of the building. Landlord shall give Tenant a \$15,000 credit towards the installation of a new roof.

GUARANTY OF PERFORMANCE OF LEASE

WHEREAS, CER Elm Investments LLC (hereinafter called Landlord) is proposing to enter into a lease of certain of its property located at 2014 Elm Street, Cincinnati, OH (hereinafter called the Lease) to LNS Ventures LLC (hereinafter called Tenant), and

WHEREAS, the execution of the GUARANTY OF PERFORMANCE by the undersigned (hereinafter called Guarantor), is a condition precedent to the execution of said Lease by Landlord.

NOW, THEREFORE, in consideration of the execution of said Lease by Landlord to Tenant and of other good and valuable considerations and in order to induce Landlord to execute the same, Guarantor hereby guarantees, unconditionally and absolutely, the full and faithful performance and observance of all of the covenants, terms and conditions of the lease provided of any such modification thereof, to be performed and observed by Tenant, expressly including, without being limited to, the payment when due of all rentals payable under the lease.

The following terms and conditions are a part of the Guarantor's obligation hereunder:

1. If (a) the Lease be modified in any respect by agreement between Landlord and Tenant providing for, included but not limited to additional space, lease space, relocation or any rental increase, or (b) if Tenant renews or extends the Lease for any period beyond the date specified in the Lease for the expiration of the term of either pursuant to any option granted under this Lease or otherwise, at any time, or (c) if Tenant sublets or assigns the Lease, or (d) if Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease, or any such modification thereof, and for the renewed and extended term or for any holdover. Guarantor waives the right to notice of any such modification, extension, renewal, subletting or holdover.
2. This guaranty is irrevocable and all of the terms hereof shall be binding on Guarantor and the heirs, estates, successors, assigns and legal and personal representatives of Guarantor. It shall remain in effect until all covenants, terms and conditions of the Lease (including contingencies provided in Paragraph 1 hereof) have been fully performed and observed and shall inure to the benefit of Landlord and the heirs, estates, successors, assign, and legal and personal representatives of Landlord.
3. Guarantor does not require any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms and conditions of the Lease and hereby expressly waives the right to receive such notice.
4. Guarantor's obligations to make any payment in accordance with the terms of the Guaranty or any remedy for the enforcement thereof shall not be impaired, modified, released or limited in any way by any impairment, modification, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or the laws of any State or from the decision of any Court interpreting the same. The Guarantor agrees that in the event of the institution of any insolvency, bankruptcy or reorganization proceedings by or against Tenant, any liquidation, dissolution, winding-up or cancellation of the legal status of Tenant, any composition or arrangement by Tenant with its creditors and irrespective of any

rejection, assignment or termination of the lease or any of the terms and conditions thereof by Tenant or any trustee of Tenant in connection with any proceeding for bankruptcy or reorganization filed by or against Tenant under the Federal Bankruptcy Code or any other applicable federal or state law, the Guarantor shall nonetheless remain liable hereunder for the full and complete performance of the terms and conditions of the lease to be complied with or performed by Tenant during the entire term designated in the Lease.

5. The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against the Guarantor and Guarantor hereby warrants and represents that the Guarantor has full power and authority to make and execute this Guaranty and be carried to final judgment either with or without making Tenant a party thereto. Guarantor waives any right to require that any action be brought against Tenant prior to the enforcement of Guarantor's obligations hereunder. Guarantor agrees that no delay on the part of Landlord in enforcing any of its rights or remedies or insisting thereon, nor any extension of time nor any changes or modifications in or to, or in connection with the Lease, shall in any way limit, affect or impair the liability of Guarantor hereunder. Guarantor hereby expressly consents to and approves such delays, extensions, changes and modifications.
6. Guarantor expressly agrees that if Landlord terminates the Lease due to a default by Tenant, Guarantor shall, at the request of Landlord enter into a new Lease with Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, for a term commencing on the termination date of the Lease and ending on the expiration date of the Lease. This provision shall not limit the liability of Guarantor under any other provision of this guaranty nor limit any right of Landlord to repossess and relet without terminating the Lease in the event of Tenant's default in which event Guarantor's obligations hereunder with respect to performance of the Lease shall remain in full force and effect.
7. Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under said Lease. The Guarantor agrees that it shall have no right of subrogation, reimbursement or indemnity whatsoever with respect to the debts, liabilities and obligations of Tenant covered by the Lease, or to any monies due and unpaid thereon. The Guarantor further waives all present and future debts and obligations owed by Tenant to Guarantor in favor of Landlord, all such debts and obligations being subordinate as to time of payment and in all other respects to the obligations of Tenant or Landlord in connection with the Lease.
8. This Lease and this guaranty shall be governed by and interpreted under the laws of and enforced in the courts of Ohio. Guarantor waives the benefit of any statute of limitations affecting the Guarantors liability and also hereby waives the right to trial by jury in any action or proceeding by Landlord against Guarantor in respect of this guaranty.
9. Guarantor irrevocably appoints Tenant as its agent for service of process related to this guaranty. Any notice given to Tenant under the Lease shall be deemed to have been provided to Guarantor personally.

10. Guarantor will pay to Landlord all of Landlord's expenses, including but not limited to attorney fees incurred in enforcing this guaranty. No set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Landlord shall limit or in any way affect the obligations of the Guarantor hereunder.

(b) Provided Tenant is not in default and is current with respect to all obligations under the Lease, Guarantor's obligations hereunder shall terminate upon the expiration of the 36th month period that commences as of the Lease commencement date.

11. Guarantor's present address is as follows:

William M Sorboro III
1312 Neil Ave
Cols, OH 42301

Bryce M Ungerott
17 West 3rd Ave #202
Columbus, OH 43201

Dylan Wayman
827 SUMMIT ST
COLUMBUS OH 43205

Guarantor will promptly advise Landlord of any change in Guarantor's address.

IN WITNESS WHEREOF, Guarantor has executed this guaranty of performance this 21 day of SEPT 2017.

GUARANTOR: William M Sorboro III

William Sorboro III
By:
Social Security #: 283-78-3836

State of: Ohio)
County of: Franklin)

In testimony whereof the foregoing instrument was acknowledged before me by William Sorboro and I have hereunto subscribed my name and affixed my official seal this 21 day of September 2017.



STEPHANIE OWEN

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
June 1, 2022

[Signature]
(Notary Public)

GUARANTOR: Bryce M Ungerott

[Signature]
By:
Social Security #: 285-88-9956

State of: Ohio)
County of: Franklin)

In testimony whereof the foregoing instrument was acknowledged before me by Bryce Ungerott and I have hereunto subscribed my name and affixed my official seal this 21 day of September 2017.



STEPHANIE OWEN
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
June 1, 2022

[Signature]
(Notary Public)

GUARANTOR: Dylan Wayman

[Signature]
By:
Social Security #: 271-86-1437

State of: Ohio)
County of: Franklin)

In testimony whereof the foregoing instrument was acknowledged before me by Dylan Wayman and I have hereunto subscribed my name and affixed my official seal this 21 day of September 2017.



STEPHANIE OWEN
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
June 1, 2022

[Signature]
(Notary Public)



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 2014 Elm Street Cincinnati, Ohio 45202

Buyer(s): LNS Ventures, LLC

Seller(s): CER Elm Investments LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Ed Fellows and J.R. Kern and real estate brokerage Capitol Equities Realty will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

W. McKay Salmer III 9/21/17
BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Parking Space Lease Agreement

State of Ohio

This Parking Space Lease Agreement, hereinafter referred to as the "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Philippus Church, a company, organized under the laws of the state of Ohio, having its principal place of business at the following address:

106 W. McMicken Ave.
Cincinnati Ohio, 45202

and LNS Ventures, a Limited Liability Company, organized under the laws of the state of Ohio, having its principal place of business at the following address:

1040 N. High St.

Columbus Ohio, 43201

Suite #7

Hereinafter, "Lessor" will refer to and be used to describe the following party: Philippus Church. "Lessee" will refer to and be used to describe the following party: LNS Ventures. Lessor and Lessee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Lessor wishes to offer for rent a parking space,

WHEREAS, Lessee wishes to rent such parking space from Lessor;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - LEASE OF SPACE:

Lessor hereby agrees to provide, and Lessee agrees to rent, the parking space located at the following address:

1040 N. High St,
Columbus Ohio 43201
Suite #7

with the following description:

Parking lot located at 1947 Race St.
Lot contains 30 spaces

Lessee's lease of the parking space will hereinafter be described as the "Lease."

Article 2 - DURATION OF LEASE:

08/01/18 *(Saw)*

The Lease will begin on 05/01/2018 ("Start Date") and end when the Lessee relinquishes the parking space and terminates this Agreement.

Article 3 - PRICE:

For the Lease, Lessee agrees to pay and Lessor agrees to accept the following amount:

\$1000.⁰⁰, per month (in sum, the "Lease Price"). This Lease Price is exclusive of any applicable taxes.

The Lessor and the Lessee each acknowledge the sufficiency of the Lease Price as consideration.

Article 4 - PAYMENT:

The Lease Price will be paid in only one of the following methods of payment:

Check

Payment of the full Lease Price will be due prior to the Start Date of the Lease.

Article 5 - DISCLAIMER OF WARRANTY:

Lessor and Lessee each agree that the parking space is being leased "as is" and that Lessor hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose.

Article 6 - LIMITATION OF LIABILITY:

Lessee agrees to hold Lessor harmless for any damage or injuries caused to the vehicle or any personal property left in the vehicle and hereby specifically agrees that Lessor shall not be responsible for any damage. In no event will Lessor's liability exceed the total amount paid by Lessee to Lessor for the Lease for any cause of action or future claim. Lessee hereby acknowledges and agrees that Lessor is not liable for any special, indirect, consequential or punitive damages arising out of or relating to this Agreement in any way.

Article 7 - ATTENDANTS:

The parking lot will not be supervised by attendants.

Article 8 - DAMAGE TO PREMISES:

Should Lessee cause any damages beyond normal wear and tear to the building or facility where the parking space is located, Lessee will be held responsible for replacement or loss of any stolen, damaged, or misplaced property, including remote garage door openers or other parking facility related equipment used by Lessor.

Article 9 - TERMINATION:

This Agreement may be terminated by either party upon 15 days written notice to the other party.

Article 10 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Ohio and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Ohio. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

J) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the address of the relevant Party set out at the head of this Agreement. Notices may also be sent via email to the relevant email address set out below, if any, or other email address as that Party may from time to time notify to the other Party in accordance with this clause.

The relevant email contact information for Lessee is as follows:

Lessee:

dylan@latenightslice.com

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail). In the case of email, notices shall be deemed to have been received the next working day after sending.

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: Philippus Church

Representative Name: Sam Wyatt

Representative Title: Pastor

Date: 1-30-18

Name: LNS Ventures

Representative Name: DYLAN WAYMAN

Representative Title: PARTNER

Date: 1-30-18

DYLAN WAYMAN / PARTNER
dylan@latenightslice.com
614-206-7966

Parking Space Lease Agreement

State of Ohio

This Parking Space Lease Agreement, hereinafter referred to as the "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Printers Emergency Service, a company, organized under the laws of the state of Ohio, having its principal place of business at the following address:

2016 Elm St.
Cincinnati Ohio, 45202

and LNS Ventures, a Limited Liability Company, organized under the laws of the state of Ohio, having its principal place of business at the following address:

1040 N. High St.
Columbus Ohio, 43201
Suite #7

Hereinafter, "Lessor" will refer to and be used to describe the following party: Philippus Church. "Lessee" will refer to and be used to describe the following party: LNS Ventures. Lessor and Lessee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Lessor wishes to offer for rent a parking space,

WHEREAS, Lessee wishes to rent such parking space from Lessor;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - LEASE OF SPACE:

Lessor hereby agrees to provide, and Lessee agrees to rent, the parking space located at the following address:

1040 N. High St,
Columbus Ohio 43201
Suite #7

with the following description:

Parking lot located at 2016 Elm St.
Lot contains 6 spaces

Lessee's lease of the parking space will hereinafter be described as the "Lease."

Article 2 - DURATION OF LEASE:

The Lease will begin on ⁰⁸05/01/2018 ("Start Date") and end when the Lessee relinquishes the parking space and terminates this Agreement.

Article 3 - PRICE:

For the Lease, Lessee agrees to pay and Lessor agrees to accept the following amount:

\$ 25⁰⁰, per month (in sum, the "Lease Price"). This Lease Price is exclusive of any applicable taxes.

The Lessor and the Lessee each acknowledge the sufficiency of the Lease Price as consideration.

Article 4 - PAYMENT:

The Lease Price will be paid in only one of the following methods of payment:

Check

Payment of the full Lease Price will be due prior to the Start Date of the Lease.

Article 5 - DISCLAIMER OF WARRANTY:

Lessor and Lessee each agree that the parking space is being leased "as is" and that Lessor hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose.

Article 6 - LIMITATION OF LIABILITY:

Lessee agrees to hold Lessor harmless for any damage or injuries caused to the vehicle or any personal property left in the vehicle and hereby specifically agrees that Lessor shall not be responsible for any damage. In no event will Lessor's liability exceed the total amount paid by Lessee to Lessor for the Lease for any cause of action or future claim. Lessee hereby acknowledges and agrees that Lessor is not liable for any special, indirect, consequential or punitive damages arising out of or relating to this Agreement in any way.

Article 7 - ATTENDANTS:

The parking lot will not be supervised by attendants.

Article 8 - DAMAGE TO PREMISES:

Should Lessee cause any damages beyond normal wear and tear to the building or facility where the parking space is located, Lessee will be held responsible for replacement or loss of any stolen, damaged, or misplaced property, including remote garage door openers or other parking facility related equipment used by Lessor.

Article 9 - TERMINATION:

This Agreement may be terminated by either party upon 15 days written notice to the other party.

Article 10 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Ohio and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Ohio. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

J) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the address of the relevant Party set out at the head of this Agreement. Notices may also be sent via email to the relevant email address set out below, if any, or other email address as that Party may from time to time notify to the other Party in accordance with this clause.

The relevant email contact information for Lessee is as follows:

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dylan@latenightslice.com

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In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: Printers Emergency Service

Representative Name: CHRIS BURNS

Representative Title: OWNER

Date: 2/19/18

Name: LNS Ventures

Representative Name: DYLAN WAYMAN

Representative Title: PARTNER

Date: 2/19/18

2/21/2018

Beth Johnson
City of Cincinnati
805 Central Avenue, Suite 500
Cincinnati, OH 45202

**Re: Zoning Relief Summary
2014 Elm St
MSA # 17155.00**

Dear Beth:

In response to the “tabling” from our last board meeting, we offer the following updates. This is our re-submittal for the above referenced project of which we are required to obtain Zoning Variances/Conditional Use Approvals and a Certificate of Appropriateness from the Historic Conservation Board due to it being located within a Historic Conservation Overlay Zone. The following is our written, updated statement/response and our request for the zoning relief/variances required for the project.

1. 1419-2(c) – Limited or Full Service Restaurants and Drinking Establishments – Maximum Size. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public. A Conditional Use for the rear patio and roof deck is required.

Originally, we proposed outdoor areas, one at the rear of the building covering 1,996SF (Gross) and one on the roof covering 1,565 SF (Gross) for a total of 3,561 SF. Since the hearing, the owner has decided to eliminate the roof top deck from the project and only include the proposed 1,996 SF patio at the rear of the building. The total area accessible to the public on the interior of the building is approximately 5,500 SF. The proposed 1,996SF patio is less than the 50% of indoor area and, therefore, the request for a conditional use has been withdrawn and is not required.

2. 1419-2(e) – Limited of Full Service Restaurants and Drinking Establishments – Entertainment. Within 500 Feet of a residential district boundary, entertainment, including the use of audio/visual equipment or amplified sound requires a Conditional Use.

There will be no outdoor entertainment or audio visual equipment on the proposed patio. The request for a conditional use has been withdrawn and is not required.

3. 1425-21 – Off Street Parking and Loading Requirements. A Restaurant Use requires 1 spot per 150 Feet. Our calculations indicate 71 spots for the restaurant/bar use need to be provided. This includes 4122SF for the patio and deck, 5005SF for the interior, and 1524 for the basement

CINCINNATI
316 West Fourth Street
Floor 6
Cincinnati, Ohio 45202
T 513.241.5666
F 513.241.0978

Toll Free 855.241.5666

COLUMBUS
14 East Gay Street
Suite 300
Columbus, Ohio 43215
T 614.300.3357
F 866.545.8073

www.msaarch.com

kitchen prep. An additional 1 spot needs to be provided for the office use. A total of 72 spots have to be provided. No off-street parking is provided in the submission.

The revised patio/deck total area is 1,996 SF and when combined with the interior and basement equates to a total SF of 8,525 and, therefore, 47 spaces plus 1 for the office would require a total of 48 spaces.

Per the Cincinnati Zoning Code for an Urban Mix District, the general purpose of these districts are to:

- ***Provide a balance of uses and amenities fostering a vital economic, livable and cultural area and enhance its urban, aesthetic qualities.***
- ***Protect and enhance historic, cultural, economic and architectural resources.***
- ***Preserve, create and enhance pedestrian-oriented streets to encourage retail, entertainment, residential and office vitality and improve the quality of life for district residents, visitors and workers.***
- ***Provide quality public spaces, such as urban street corridors, by maintaining the physical continuity of the street edge created by buildings.***
- ***Bring most daily activities within walking distance, giving the elderly, young and disabled increased independence of movement.***
- ***Reduce the number of automobile trips; minimize congestion, consumption of resources and air and noise pollution.***

We believe the proposed use would enhance the neighborhood and add to the continued re-development of OTR. Given the building is land-locked, there is no on-site space to allow for off-street parking to occur. However, the project is located within two blocks for public parking and Findlay Market and less than a block from a streetcar stop. In addition (as with other areas of OTR), as new development spreads additional public parking will follow.

Per the Cincinnati Zoning Code, The Zoning Administrator may grant a reduction in the number of spaces to less than that specified in Schedule 1425-19-A for the following:

- ***Proximity to Public Parking Facilities . In the O, C, UM, and M Districts, where a use is located within 600 feet of a public parking facility, either publicly or privately owned and operated and the facility could provide 50 percent or more of the parking spaces required for the use, the director may approve a 50 percent reduction in the parking requirements for the use. If the reduced requirement results in fewer than five spaces being required, no spaces need be provided.***
- ***Proximity to Streetcar . In SF, RM, RF-R, and UM Districts, where a residential use is located within 600 feet of a streetcar stop, the Zoning Administrator may grant a fifty percent reduction in the number of required parking spaces. If the effect of the 50% reduction means that fewer than three spaces are required, then no spaces need be provided.***

We believe nearly all customers coming to the proposed establishment will arrive be via pedestrian, streetcar/public transportation or paid transportation (Uber/Taxi). The need for off-street parking will be minimal, if at all. In addition, there is not a high demand for the existing on street parking.

Understanding the public parking lots at Findlay are slightly further (approx. 50' further) than the 600' limitation noted above and the streetcar reduction only applies to residential uses, we simply ask that these two facts be taken into account when considering a parking variance.

The owner has secured parking agreements at two locations as follows:

- *6 spaces at the rear of the building located at 2016 Elm St.*
- *30 spaces at 106 W. McMicken Avenue.*

Both the proposed locations are within a 600' radius of the proposed project.

Given the required number of parking spaces will not infringe or detract from the needs of the adjacent property owners and uses and there is ample public parking within blocks of the proposed establishment, we ask for a variance for the remaining required 12 spaces.

Sincerely,



Keith B. Hall, AIA NCARB
Principal

ZONING HEARING EXAMINER

Application for Zoning Relief

II Centennial Plaza
805 Central Avenue, Suite 500
Cincinnati, Ohio 45202
Monday- Friday 7:30 am- 4 pm
513-352-1559

Section 1. SUBJECT PROPERTY
 ADDRESS 2014 ELM ST CINCINNATI, OH 45202 COMMUNITY OVER-THE-RHINE
 PARCEL ID(S) 096-0006-0011-00
 BASE ZONING CLASSIFICATION _____ ZONING OVERLAY (if applicable) _____
 Non-Residential Project Residential Project (RCO) One -, Two -, and Three- Family Dwelling

Section 2. APPLICANT
 NAME MSA ARCHITECTS CONTACT PERSON (if legal entity) CALEB HERRICK
 ADDRESS 316 W 4TH ST CITY CINCINNATI STATE OH ZIP 45202
 EMAIL cherrick@msaarch.com RELATIONSHIP TO OWNER (if not owner) ARCHITECT
 TELEPHONE 513-741-5666

Section 3. OWNER
 NAME CER ELM INVESTMENTS LLC CONTACT PERSON (if legal entity) _____
 ADDRESS 5840 N 4TH ST CITY COLUMBUS STATE OH ZIP 43215
 EMAIL _____ RELATIONSHIP TO OWNER (if not owner) _____
 TELEPHONE _____

Section 4. NATURE OF RELIEF REQUESTED. (select all that apply)
 Variance Use Variance Special Exception Conditional Use
 Expansion or Substitution of Non Conforming Use Hillside Overlay District Permission
 Urban Design Overlay District Permission DD District Phased Development Approval

Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)
Tenant buildout of a Restaurant, replacing a business. Work includes: demolition, new construction of interior walls, and upgrades to all building MEP systems.

Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.
 You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

Section 7. SIGNATURE. The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.
 Print Name Caleb Herrick Signature Caleb Herrick Date 11/27/2017

Section 8. ADDITIONAL DOCUMENTATION SUBMISSION REQUIREMENTS.

Submit three copies and one digital copy of the following documentation. If you fail to complete the application or provide all information requested, your application may be denied.

<input checked="" type="checkbox"/>	Submit three copies and one digital copy of the documents listed below.
<input checked="" type="checkbox"/>	Denial letter from Zoning Department, or signed letter from a Zoning Plans Examiner.
<input checked="" type="checkbox"/>	Written statement required in Section 6 of application.
<input type="checkbox"/>	Applications requesting development permission in a Hillside Overlay District must meet the additional requirements found in Cincinnati Municipal Code 1433-15. Please ensure your application meets these requirements.
<input checked="" type="checkbox"/>	Survey plats, site plans, or other accurate drawings showing boundaries, dimensions, areas, topography, and frontage of the property involved, as well as the location and dimensions of all structures existing and proposed from the nearest property lines. When landscaping is required by the zoning code, a landscaping plan must also be provided.
<input checked="" type="checkbox"/>	Plans, architectural drawings, photographs, elevations, specifications, and other detailed information fully depicting the exterior appearance of the existing and proposed construction, including parking and access, exterior lighting, landscaping, and signs involved in the application.
<input checked="" type="checkbox"/>	If the Hamilton County Auditor's official records do not list the applicant or owner as the owner of the property, please provide a lease, contract to purchase, or other agreement demonstrating the applicant or owner's legal basis to seek the relief requested.
<input checked="" type="checkbox"/>	Other documents or information you intend to introduce at the hearing on this application.
<input type="checkbox"/>	A list of witnesses and expert witnesses who you expect to testify at the hearing on this application.
<input checked="" type="checkbox"/>	A non-refundable application fee. The fee must be paid with a check made payable to "City of Cincinnati." Fees are as follows: Use Variances - \$700; Residential Projects (RCO) One -, Two -, and Three- Family Dwelling - \$300; Non-residential Projects (Non-RCO) - \$400.

To help avoid delays, it is strongly suggested that you present your application to neighboring property owners and any interested neighborhood community groups prior to the hearing on your application. This will give you a prior opportunity to address your neighbors' concerns or objections and can facilitate the approval of your application.

MIKEY'S PIZZA/ODDFELLOW'S

O.T.R.

2014 ELM ST.
CINCINNATI, OH 45205

OWNER:

CER ELM INVESTMENTS

5840 NORTH FOURTH STREET
COLUMBUS, OH 43215

ARCHITECT:

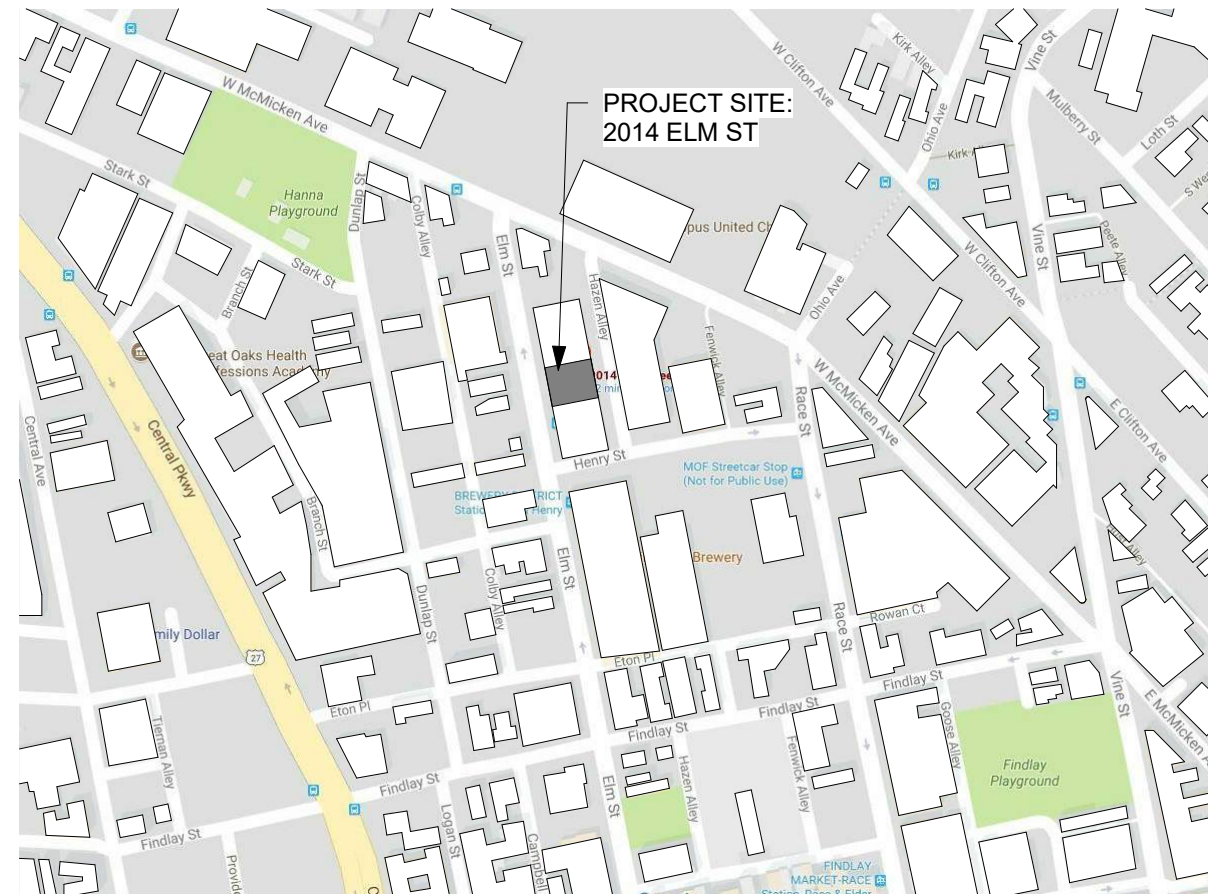
MSA ARCHITECTS

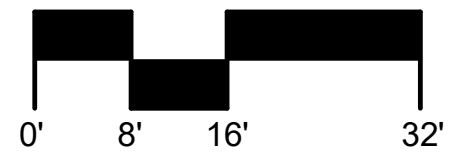
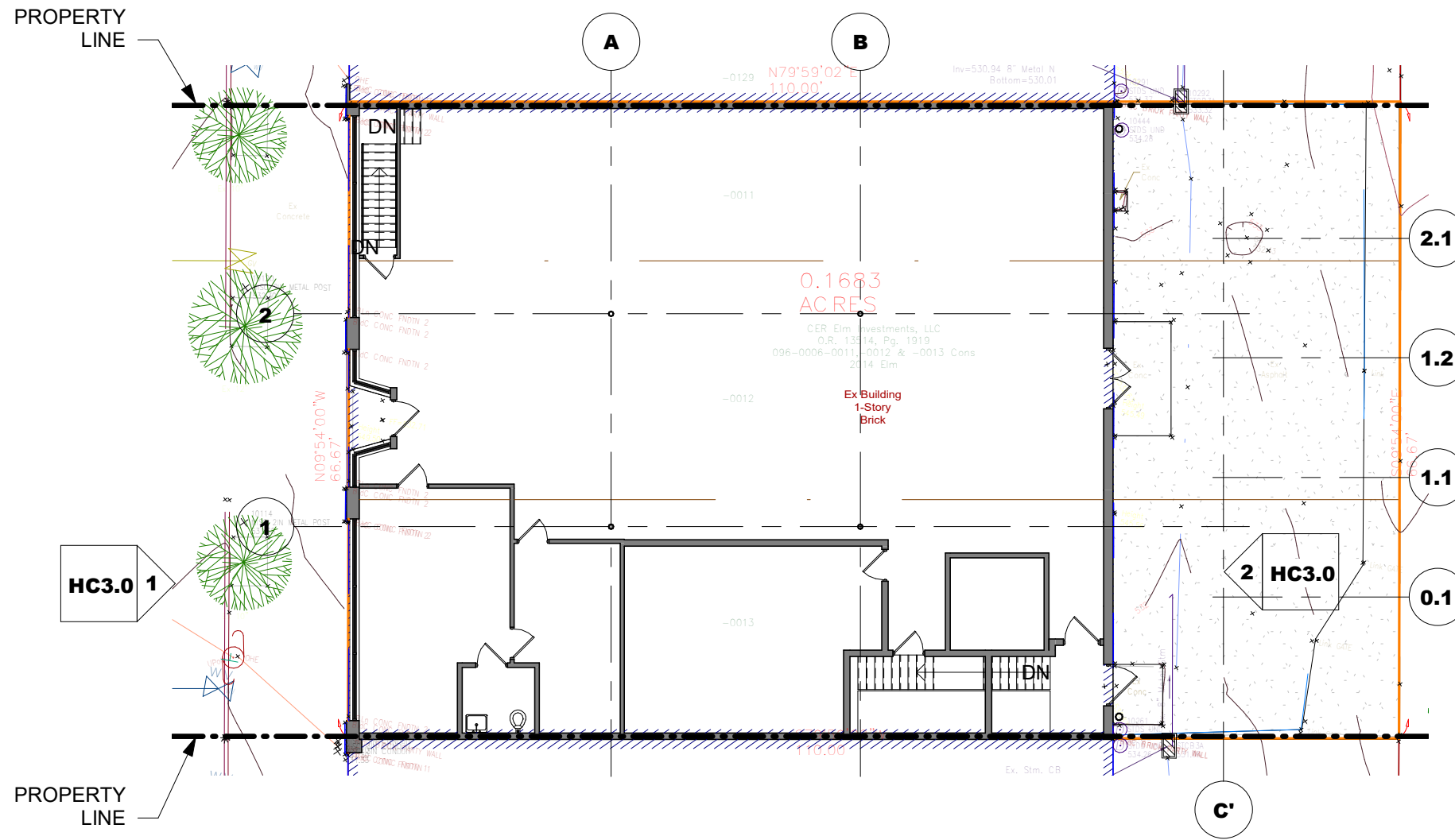
316 W. FOURTH STREET
6TH FLOOR
CINCINNATI, OH 45202

SHEET INDEX

HC1.0	EXISTING SITE PLAN
HC1.1	PROPOSED SITE PLAN
HC2.0	EXISTING FIRST FLOOR PLAN
HC2.1	PROPOSED FIRST FLOOR PLAN
HC2.2	EXISTING ROOF PLAN
HC2.3	PROPOSED ROOF PLAN
HC3.0	EXISTING ELEVATIONS
HC3.1	PROPOSED ELEVATIONS
HC5.0	BUILDING IMAGES
HC5.1	SITE IMAGES

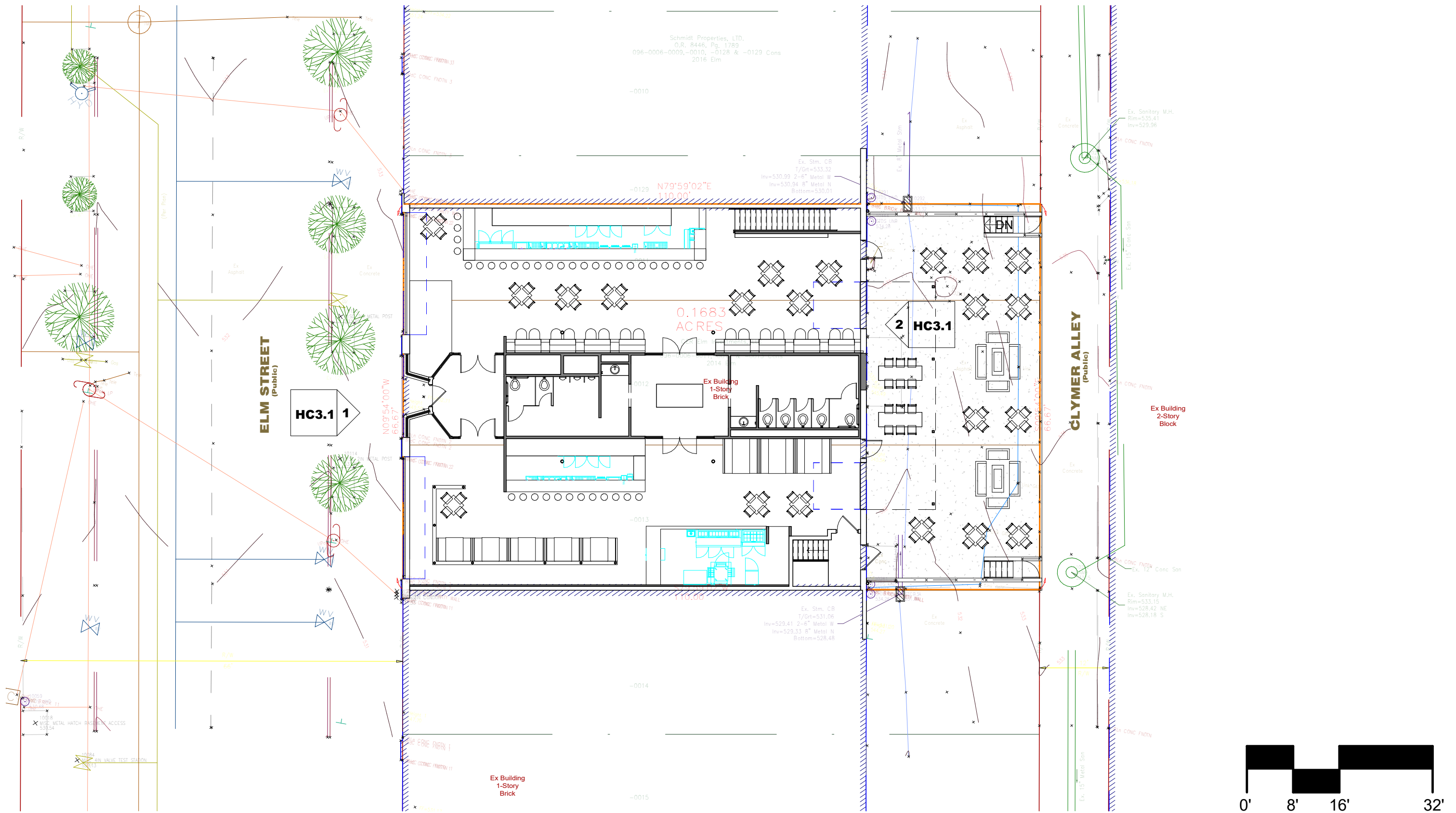
CONTEXT MAP





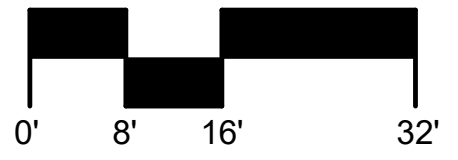
EXISTING SITE PLAN

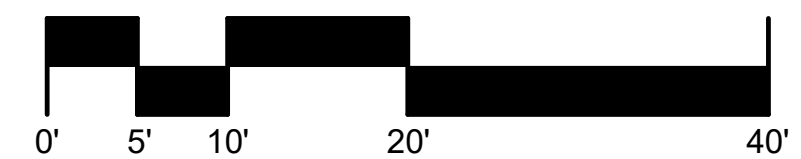
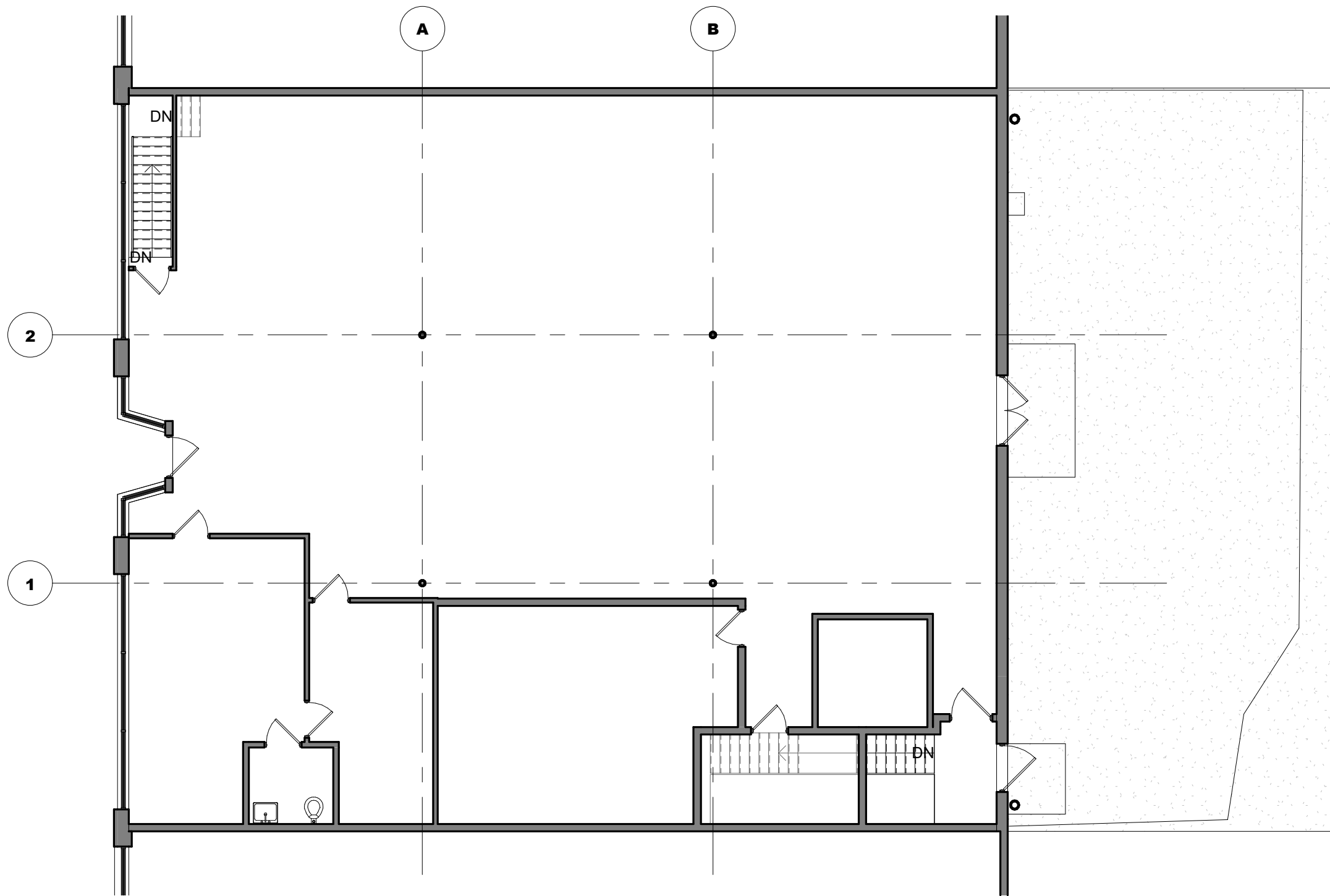
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PROPOSED SITE PLAN

1/16" = 1'-0"

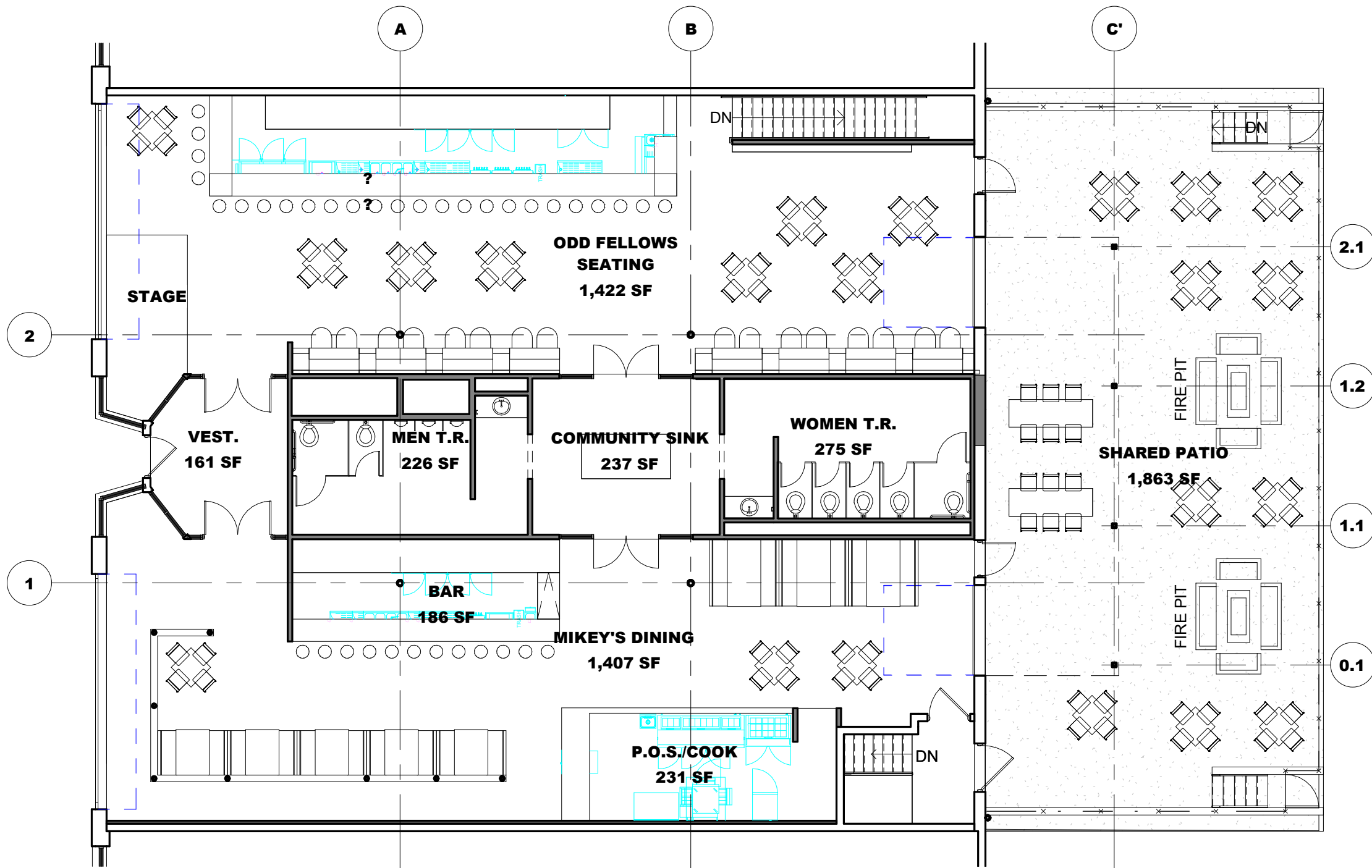




EXISTING FIRST FLOOR PLAN

3/32" = 1'-0"

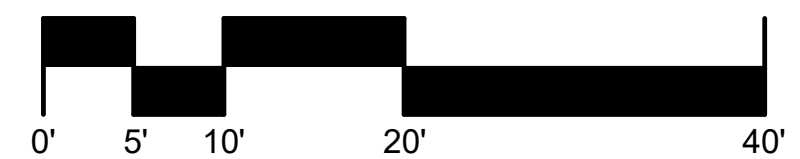
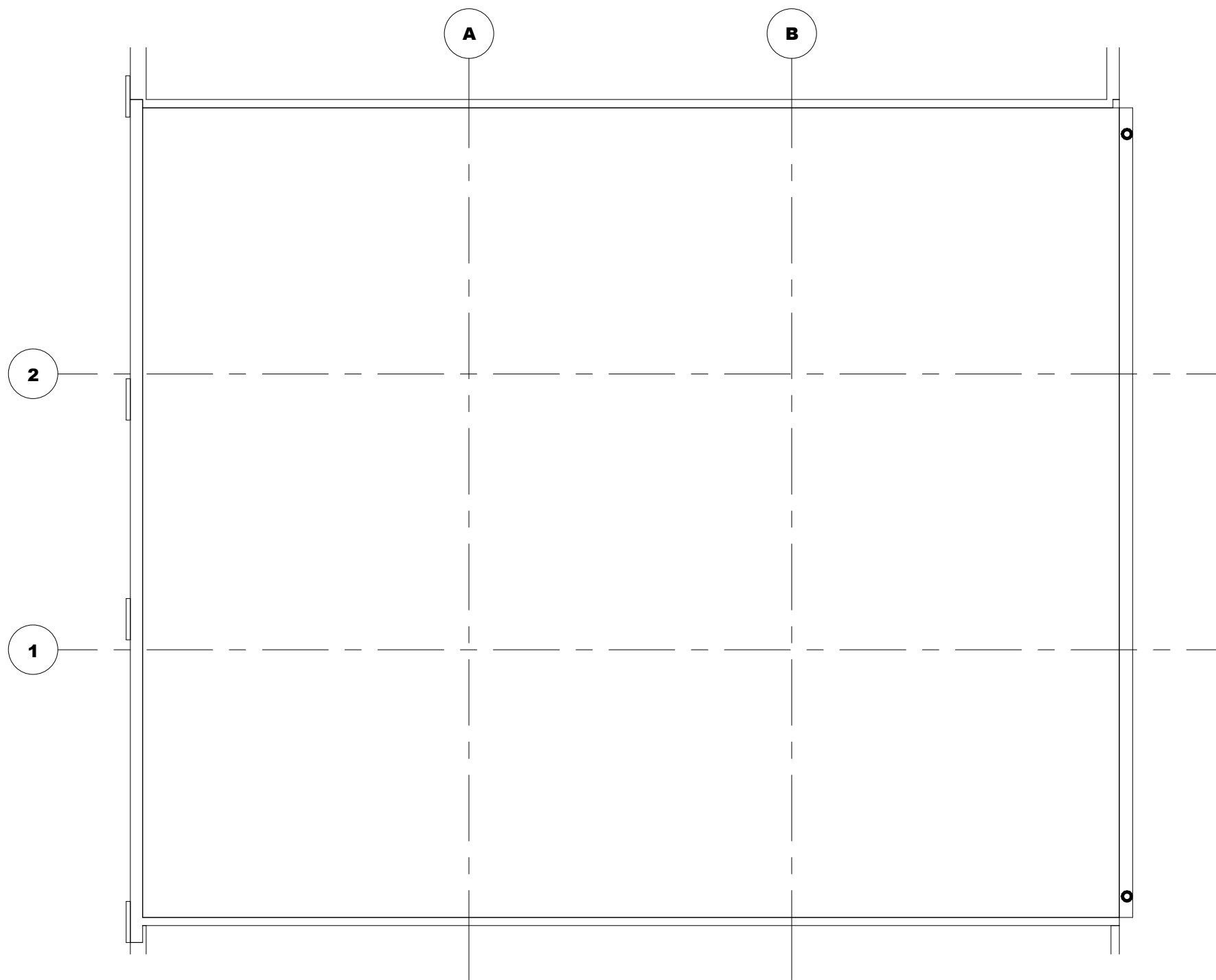




PROPOSED FIRST FLOOR PLAN

3/32" = 1'-0"

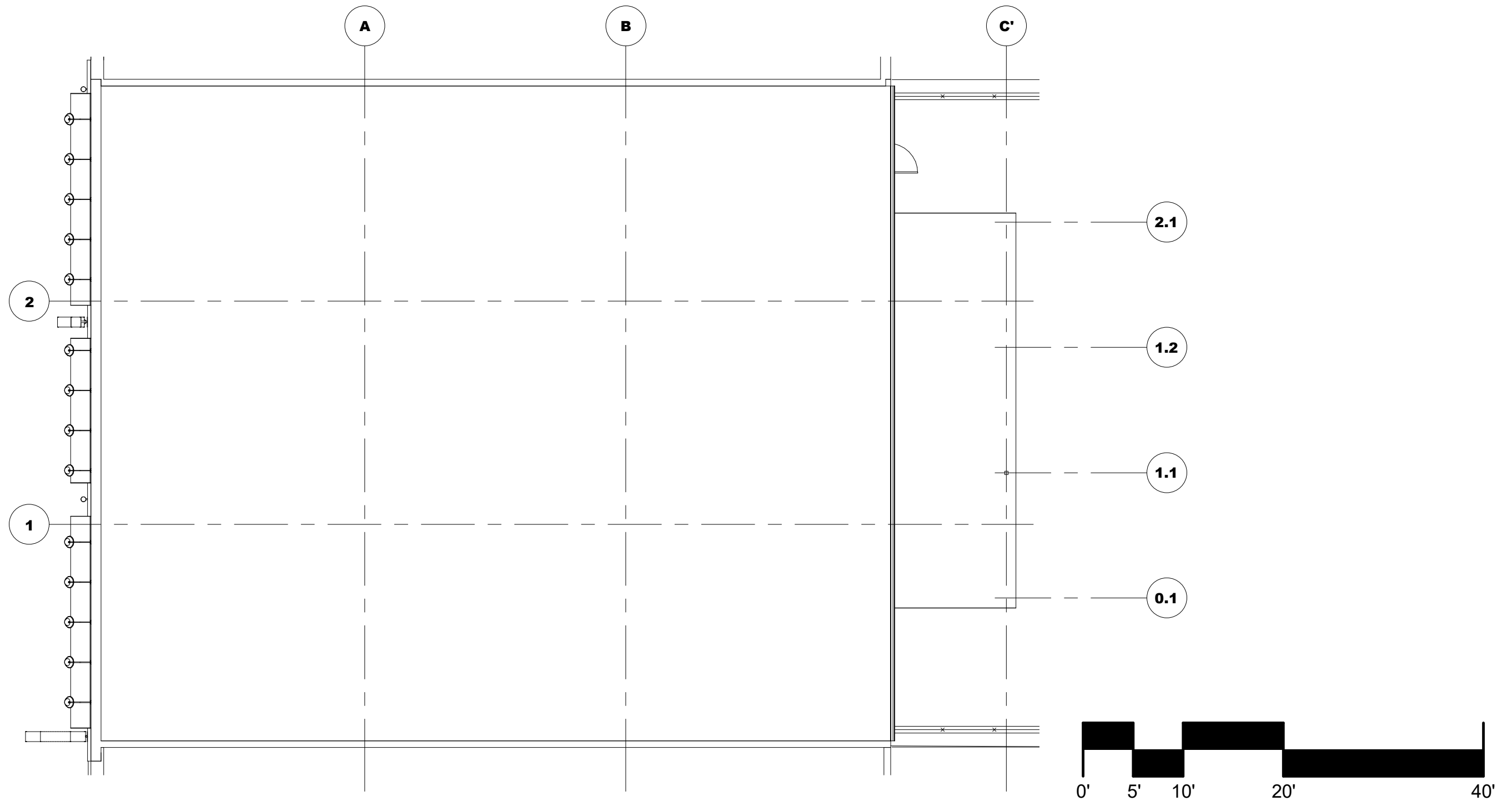




EXISTING ROOF PLAN

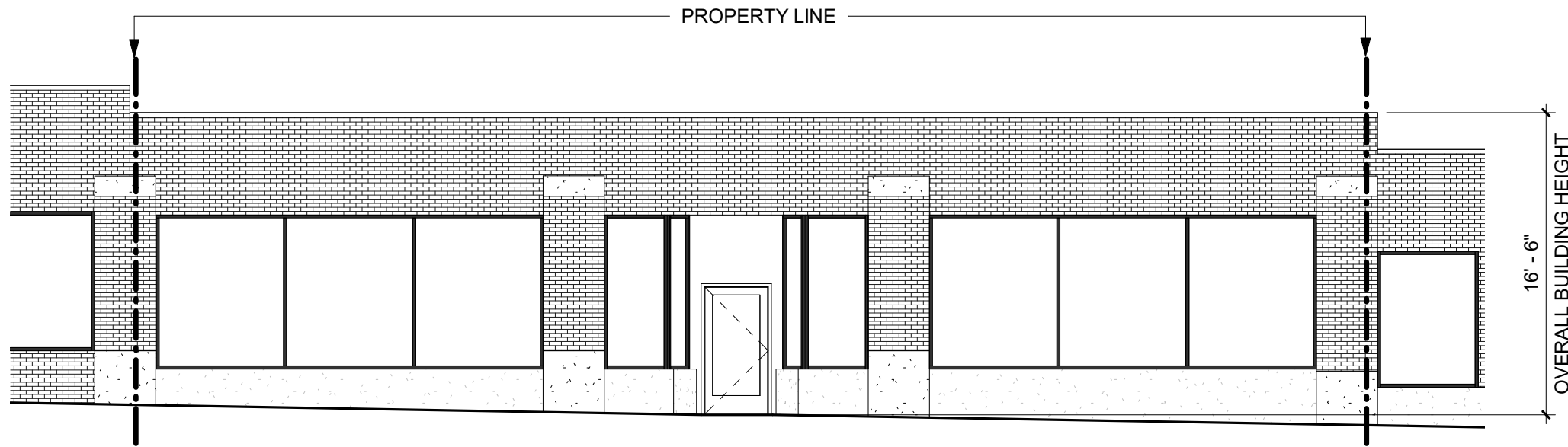
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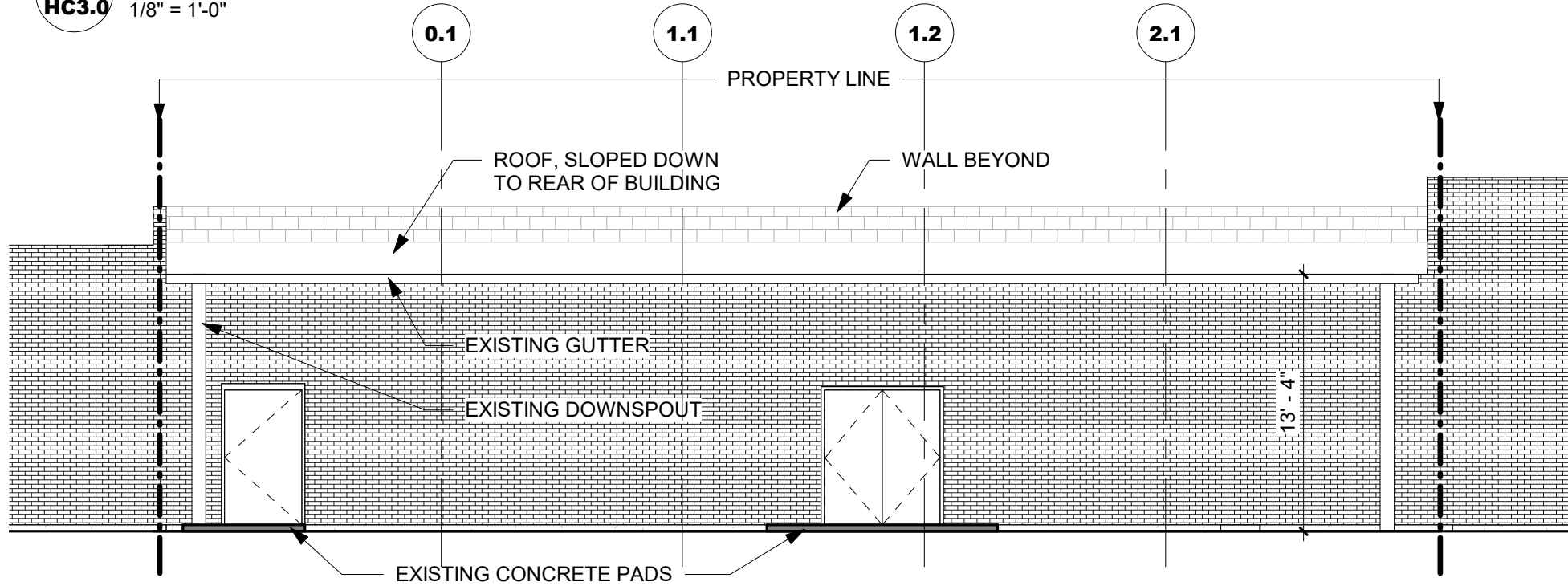


PROPOSED ROOF PLAN

3/32" = 1'-0"



1 **EXISTING FRONT ELEVATION - W**
 HC3.0 1/8" = 1'-0"

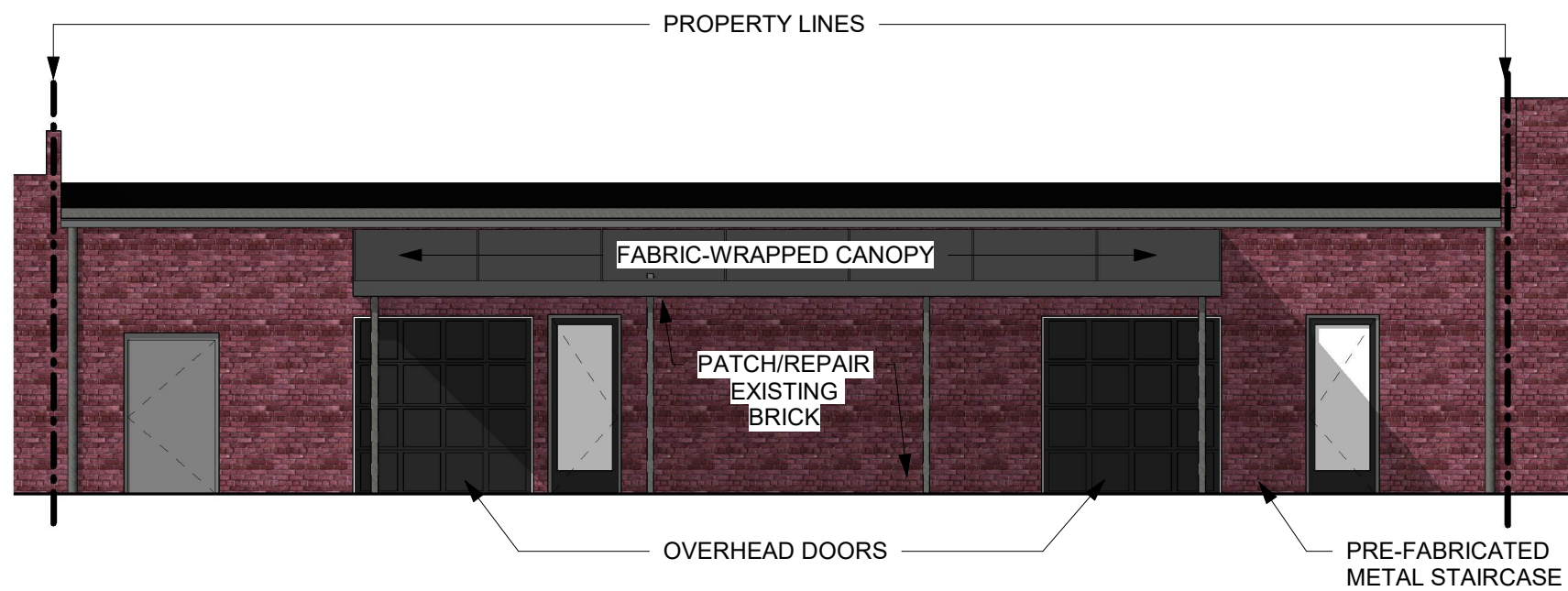


2 **EXISTING REAR ELEVATION - E**
 HC3.0 1/8" = 1'-0"





1 **PROPOSED FRONT ELEVATION - W**
 HC3.1 1/8" = 1'-0"



2 **PROPOSED REAR ELEVATION - E**
 HC3.1 1/8" = 1'-0"





1. FRONT VIEW - NW



2. FRONT VIEW - SW



3. REAR VIEW - SE



4. REAR VIEW - NE



1. STREETScape - NW



2. STREETScape - SW

APPLICATION FOR ZONING RELIEF AND CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

APPLICATION #: ZH2017207/COA2017086
APPLICANT: MSA Architects
OWNER: OTR Holdings LLC
ADDRESS: **1536-1540 Race Street**
PARCELS: 081-0004-0517
ZONING: CC-P
OVERLAYS: Over-the-Rhine Historic District
COMMUNITY: Over the Rhine
REPORT DATE: January 10, 2018 updated February 12, 2018
HEARING DATE: February 26, 2018
STAFF REVIEW: Beth Johnson, Urban Conservator

2/12/18 UPDATE:

The applicants have removed the request for Outdoor Entertainment and have met with neighbors to discuss their proposal. The applicants have also made the following adjustments to their proposal:

1. Secured 8 parking spots in a parking lot within 600 ft. of the property through a potential lease agreement.
2. Architectural adjustments to the south patio including sound batting, extended roof, and increased height of rear addition to buffer the sound.
3. Secured trash disposal off site and not in alley.
4. Clarified deliveries will come off of Liberty Street and not in the alley. Clarified the tenant shall purchase the building.
5. Drafted and submitted a proposed Good Neighbor Agreement.

Nature of Request:

The applicant is proposing a Change of Use to a property from laundry (last known use but has been vacant for at least 10 years) to Eating and Drinking Establishment. The applicant is requesting a Certificate of Appropriateness (COA) for front façade changes, addition of a wall, outdoor addition and Outdoor Areas including two patios with Outdoor Entertainment provided.

Details of Zoning Relief Required as Amended:

1. 1419-21(b) – (Outdoor Area Location) – Any outdoor area located within 100 ft. of a residential district boundary line requires conditional use approval. **A Conditional Use for the two patios is required.**
2. 1419-21(c) – (Outdoor Area: Maximum Size) - Limited or Full Service Restaurants and Drinking Establishments- Maximum Size. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public. The Outdoor Area is approximately 91% of the

interior area. **A Conditional Use for the two patios size of 2,097 sf is required.**

3. 1419-21(e) – (Outdoor Entertainment) - Limited or Full Service Restaurants and Drinking Establishments- Entertainment. Within 500 feet of a residential district boundary, entertainment, including the use of audio/visual equipment or amplified sound **requires a conditional use. WITHDRAWN**
4. 1419-21(g) – (Outdoor Area: Extension of Hours of operation) Within 100 feet of a residential district boundary line the use of outdoor areas is prohibited between Midnight and 7am on Friday and Saturday and 10pm and 7am on all other days, unless conditional use approval is obtained. The applicant is proposing extension of operation hours of 11 am-2 am every day of the week on all patios. **A Conditional Use approval is required.**
5. 1425-19- Off Street Parking and Loading Requirements. A Restaurant Use requires 1 spot per 150 feet. The property is in a CC-P zoning district which exempts the first 2,000 sf of commercial use. The parking calculations are based off of 2,400 sf which requires **8 spaces** after a 50% reduction was applied. No off-street parking is provided in the submission. **A special exception to allow 8 parking spaces to be leased is now requested in the revised submission.**
6. 1421-33 (b) Maximum Height: Fences and walls may not exceed six feet in Commercial Districts and may not exceed opacity of 50%. The proposed wall is 14 feet tall and is 100% opaque. **A variance of 8 feet and 50% is required.**

Existing Conditions

The existing building is a one story non-contributing brick building built in 1923 as an auto repair shop but was last listed for use as a laundry. The building is a typical 1920s brick utilitarian building that is seen throughout Over-the-Rhine and Cincinnati with geometric detailing and a simple storefront.

Applicable Zoning Code Sections:

Zoning District:	Section 1409	CC-P
Variance:	1419	Limited or Full Service Restaurant
	1425	Parking Requirements
	1421	Fence/Wall Requirements
HCB authority:	Section 1435-05-4	
Overlays:	Section 1435	Historic Preservation
Historic District/Reg:	Over the Rhine Historic District	
COA Standard:	Section 1435-09-2	COA; Standard of Review



Figure 1: 1536-1540 Race Street Street. Map from CAGIS Maps. Distance to RM district, approximately 0 feet. .



Figure 2: Front facade of existing 1538 Race Street, 2017 Google Street views.

Previous Reviews: January 22, 2018- Tabled application

Zoning Review

DISCUSSION:

The applicant is requesting a Conditional Use Approval to have two Outdoor Areas adjacent to a Residential Zoning District. Their cumulative area is greater than 50% of

the interior area at 91%. In addition to these requests, a variance to not obtain 8 required parking spaces was initially sought. The required parking is 16 spaces and with an approved reduction of 50% per section 1425-19 of the Cincinnati Zoning Code allowed by the Zoning Administrator due to the approved public lot across the street, the required parking quantity was reduced to 8 parking spaces. The applicants have since January 22nd, secured through a proposed lease, 8 parking spaces in a privately owned lot at the southeast corner of Liberty and Elm Street. The request is now modified to a Special Exception for off-site parking to be controlled by lease in lieu of ownership, covenant or easement, required by Section 1425-15(c)(3).

Parking

Parking has become and will continue to be an issue in Over-the-Rhine and requires a careful balancing act between resident needs and business needs. As the property is in the CC-P Zoning District they are given a 2,000 sf exemption on parking and have also been granted a 50% reduction on their parking for proximity to a soon to be constructed public lot directly across Race Street. This has brought their demand down to 8 parking spaces. Their interior space is approximately 2,300 square feet; their exterior space is 2,097 sf. This totals 4,400 sf of space with 2,400 sf net new area contributing to the parking demand. Eating and Drinking Establishments require 1 spot for each 150 sf.

To understand the extent of the parking relief requested, staff is providing a comparative chart detailing the proposed uses parking demand. Also, note the typical Eating and Drinking Establishment in OTR is typically 2,000-2,500 sf in total area.

	Sq. Footage	Citywide Parking Standard	Citywide Parking Standard Applied	Site Requirement after exemptions	% increase from existing	
Laundry	2300 sf	1 spot/ 250 sf	1 spaces	0 spaces	—	legal nonconforming 2000sf exemption
Office	2300 sf	1 spot/ 400 sf	1 spaces	0 spaces	100%	2000sf exemption/ 50% reduction
Retail	2300 sf	1 spot/ 250 sf	1 spaces	0 spaces	100%	2000sf exemption/ 50% reduction
Eating & Drinking	2300 sf	1 spot/ 150 sf	2 spaces	0 spaces	200%	2000sf exemption/ 50% reduction
E&D w/North patio	2900 sf	1 spot/ 150 sf	6 spaces	0 spaces	300%	2000sf exemption/50% reduction
E&D w/both patio	4400 sf	1 spot/ 150 sf	16 spaces	8 spots	800%	2000sf exemption/ 50% reduction

Since the last meeting the applicants have secured a lease agreement upon a parking facility, with excess capacity, within 600 ft. of the proposed site. The applicant was

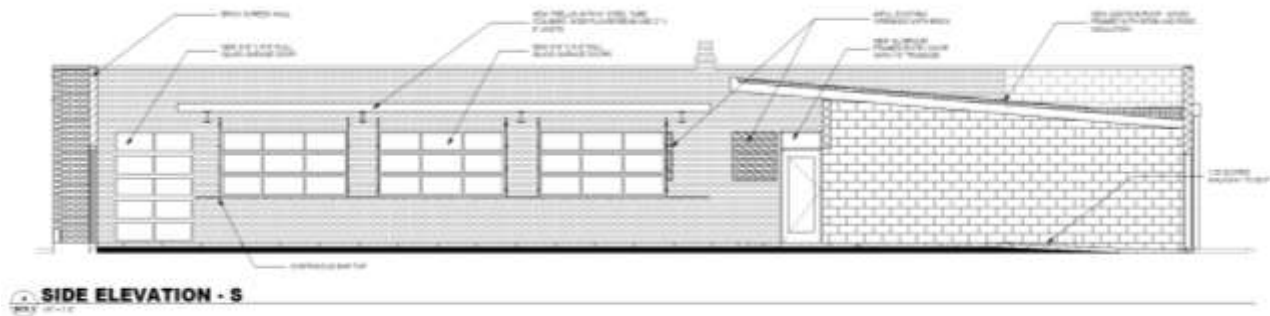
apprised of the standards for leasing that the Historic Conservation Board has utilized in previous parking situations, and has agreed to abide by the core tenants outlined below:

- Property owner shall control the rights to lease 8 parking spaces within 600 feet of the property for the life of the project, with the minimum lease period covering 15 years.
- Property Owner shall maintain documentation of such rights in a form approved by the City Solicitor. Said documentation shall be provided to the City of Cincinnati at any time within 3 business days of being requested to do so.
- Lease shall be established prior to issuance of the first Certificate of Occupancy.
- Termination or substitution of control shall be upon the prior written consent of the City. Such consent would not be withheld if an equivalency of parking spaces is provided or subsequent legislative actions reduce or eliminate the parking requirement.

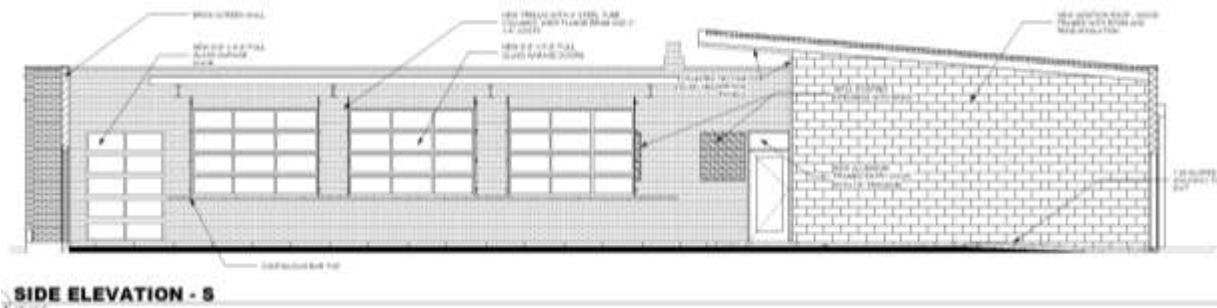
Staff is supportive of this lease concept as it was what was initially desired at application submission and is congruent to previously approved Special Exceptions granted by the HCB in the past two years.

Outdoor Area- Location and Size

As the property is adjacent (and within 100 ft.) of a residential zone, they are required to get a conditional use for any outdoor area and any outdoor area that is over 50% the interior. The buildings within the residential zones are along Republic Street. This is mostly a residential corridor with some commercial uses that have either been grandfathered in or approved through a Use Variance. Staff has generally been supportive of an Outdoor Areas near Residential Zones when the applicant demonstrates that sound and disturbances are minimized. The outdoor patio/area on the south is an enclosed area with an addition on the rear; this will prevent pedestrian traffic in the alley as well as create a barrier for sound. In the case of the patio on north façade/Liberty Street side, the building itself serves as a barrier to block sound. Additionally, without entertainment, the noise of only the patrons should be indistinguishable from the sounds of vehicular and pedestrian traffic upon Liberty Street itself. Both patios have a proposed trellis roof to also create a barrier and buffer to sound. The applicants have also revised original plans to increase sound barriers and sound reduction elements into their south patio to address concerns of neighbors.



Submission from 1/22/2018



New Proposed submission from 2/14/2018

Outdoor Area- Extension of Hours

While we understand the applicants desire to have the outdoor areas operated until the bar closes at 2 pm, staff and neighbors have expressed concern with the noise level especially within the south patio which is closest to residential units. In response to these concerns, the applicants have increased sound barriers (noted above) and have also agreed to enter into a Good Neighbor agreement with the neighbors to establish a process for dealing with issues, such as sound, if it becomes a problem. The status of the concurrence of the Good Neighbor agreement between all parties has not been confirmed at the time of this writing.

Staff had also requested a sound study to determine the base level of sounds as even with modifications, the sound issue still continues to be a concern and issue with neighbors. Without the base level of ambient sound confirmed at this location, staff cannot be assured that noise from the patio will not cause an increase of sound to the neighbors that are directly adjacent to the patio. Staff is supportive of a conditional use for the extension of hours of the north patio as it is on Liberty Street and is well buffered from the residential units by the structure itself, but Staff is not supportive of the extension of hours of the patio on the south.

It is recommended, that at a future date, once the bar opens, if the applicants perform a sound study in accordance with standards specified in Municipal Code “Chapter 909: “Community Noise”, and can compare and contrast the general noise of the area and augment it to determine that the net effect of the south outdoor area does not exceed

the requirements of the ordinance, the applicant would be in a better position to make a researched argument in a subsequent request.

Wall-Height

The proposed wall is 14 feet and will require an 8 foot variance. Staff is supportive of the request for the variance as the wall completes the continuity of the façade along the street and reintroduces a missing edge to the streetscape. The wall will also create a barrier and buffer for sound from the outdoor patio.

- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
The underlying zoning is CC-P. The proposed use of the interior of the building as an eating and drinking establishment is compliant, The use of an Outdoor Area within 100 feet of a residential zone is not compliant, the use of an Outdoor area greater than 50% of the indoor public area is not compliant and requires and Conditional Use and the use of outdoor entertainment is also not compliant without Conditional Use approval. The 14 foot tall wall is also not compliant.
- b. **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
The proposed use conforms to the guidelines for the district, subject to conditional use approval. The proposed changes to the façade and design of the outdoor patios substantially conform to the Historic Conservation Guidelines.
- c. **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.
This project does conform to the Over the Rhine Comprehensive Plan. Throughout the plan the need to address and provide parking for the redevelopment of this part of Over-the-Rhine is discussed. This project provides the required parking for the development.
- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.
The applicants are providing the required off-street parking.
- e. **Buffering.** Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.
The patios are both buffered appropriately through the use of buildings, walls and pergolas.
- f. **Landscaping.** Landscaping meets the requirements of [Chapter 1423](#), Landscaping and Buffer Yards.

Not Applicable

- g. **Hours of Operation.** Operating hours are compatible with adjacent land uses.
The proposed hours of operation of the interior of the business are compatible with other properties along Race Street. The outdoor areas are to be permitted through a conditional use and are proposed to be the same as the interior, open till 2 am. The wall shall assist in the management of noise and nuisance within the south patio area. However, staff is concerned that insufficient analysis has been provided to determine that a nuisance would not occur with the extension of hours on the south patio.
- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.
1538 Race Street is in the CC-P district and in an area of Over-the-Rhine which has a mixed commercial and residential pattern. The building is a later addition to the neighborhood. The primary uses expected within this district are non-residential or residential uses within mixed-use settings (i.e. commercial on the first floor and residential above)
- j. **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.
Please see the discussion above that outlines the major concerns and adverse effect for each zoning relief item requested.
- p. **Public Benefits.** The public peace, health, safety or general welfare.
A vacant building will be rehabbed and a vacant lot will be reutilized for a new development.

Standards for Variances and Conditional Uses per Section 1435-05-4

- (a) Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District or Historic Asset; or
The building is a non-contributing building. The new wall and outdoor patios do not affect the historic and aesthetic integrity of the historic building or asset.
- (b) Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).

Denial of the requested Conditional Use Approvals and Parking Variance will not result in the deprivation of all economically viable uses of the property. In particular, the interior and north patio area is sized comparably to many of the other eating and drinking establishments within the district. The north patio is recommended to be allowed an extension of hours, while the south patio is not.

Standards for Variances and Conditional Uses per Section 1445-15

- (a) Owing to special circumstances or conditions pertaining to a specific piece of property, the strict application of the provisions or requirements of this Code or the Land Development Code, as applicable, are unreasonable and would result in practical difficulties.

The existing building does not have any space for off-street parking. Provision of 8 leased parking spaces within an acceptable distance to the facility via lease is within reason and appropriate as both the quantity and availability are accounted for.

- (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by owners of other properties in the same district or vicinity.

Parking will be required for this property as long as a change of use and particularly at the scale proposed is requested.

Certificate of Appropriateness Review:

A COA is required for patios and façade changes, wall and addition. While there are many issues in regards to the variance and conditional uses, the section below will only comment on the applicable design guidelines.

Comments on Applicable Guidelines

All the proposed changes substantially conform to the Over-the-Rhine Historic Conservation Guidelines.

Additions

Intent and General Guidelines

1. Additions are allowed and should follow new construction guidelines. They should be compatible in character with the original. They should be sympathetic but not imitative in design.
2. Additions should be designed to relate architecturally to adjacent buildings in general and to the building they are a part of in particular.
3. Additions should not overpower the original building.
4. The appropriateness of design solutions will be based on balancing the program

needs of the applicant with

- 1) how well the proposed design relates to the original building and neighboring buildings and
- 2) how closely the proposal meets the intent of these general guidelines and the specific guidelines for new construction.

The addition on the south parcel is to provide for restroom facilities for the establishment. The addition will be at rear of the lot and due to the proposed wall will not be visible from the street. The use of CMU block will be visible from the rear; however the rear of the existing building is also a CMU structure. As the roof overhangs in the front of the addition, even from above the CMU will not be visible. While CMU is in general not a material that is appropriate for the historic district, in this application, as the addition is entirely enclosed and not visible from the street or from above, the CMU will not have a negative impact on the historic district.

Rehabilitation:

12. Storefronts: Retain and repair the design and materials of storefronts in historic buildings. First-floor storefronts are common in Over-the-Rhine and are found in all types of architectural styles. Detailing and materials vary considerably. Each design should be considered individually and original materials should be retained. If the storefront has been altered or if none of the original materials remain, old photographs may indicate the original design. Original masonry storefront materials should be cleaned with the gentlest method possible (see section on cleaning). Cast-iron storefronts may be cleaned by abrasive methods including sandblasting. Adjacent materials must be protected and the pressure should be less than 100 p.s.i.

Don't reduce the size of storefront openings. Transparency and scale are very important to storefronts and their relationship to the remainder of the building as well as to the streetscape. Don't cover or remove significant elements such as piers, lintels, transoms, original doors or other similar details. Roll down shutters and metal bar systems installed on the exterior of the building are not appropriate.

The design is using and retaining the two existing openings and redesigning a storefront for these spaces. They are using a combination of a glass overhead door and wood panel infill bulkhead. While overhead garage doors are not a historic element, the former use as an auto repair shop most likely had a garage door in one or both of these openings. Creating a transparent opening helps to create a better street presence and the feel of a storefront.

Site Improvements

3. Fences and Walls: Wrought-iron or cast-iron fences are encouraged along the sidewalks of vacant lots or where buildings are setback from the sidewalk. Fencing may be set between wrought iron and cast-iron posts, natural stone posts or pre-cast concrete posts. Fencing may also be set on a concrete curb or on top of a retaining

wall. Landscaping in front of a fence is encouraged. Plain board fences (vertical boards nailed side-by-side on horizontal stringers) or wire fences are appropriate at the rear of the property or along the side of the property. Wood fences should be painted or stained but not left to weather naturally. Chain link, stockade, shadow board, basket weave and lattice designs are not appropriate. Masonry privacy walls are not encouraged.

Retaining walls built along the front property line or along street frontage should be built of or faced with fieldstone or limestone. Retaining walls at other locations should be built of fieldstone, limestone, brick or specialized masonry block such as split-face concrete block. Concrete products including cinder block, stucco and unfinished concrete masonry units should not be used as the finish material for any retaining wall

The proposed wall is not a typical privacy wall/fence. The material, brick is an appropriate material, and the wall is the same height as the building it is attached to. This acts to provide façade continuity to the street and the brick work provides interest while providing a barrier for sound as well as activity. With the addition at the rear of the patio, the surrounding wall helps to provide a completely enclosed patio area. While masonry privacy walls are not encouraged, in this case, the wall is appropriate to provide a piece back into the broken street scape as well as to provide a barrier of the outdoor space to the surrounding residential area and the street.

5. Paving for sidewalks, patios and other similar areas: Materials used for paving should have the appearance of individual units to give the surface scale. Appropriate materials include brick, stone, scored concrete and unit pavers. Concrete should be limited to sidewalks and should not be used in large slabs over big areas, such as driveways and parking lots

Both the north and south patios are using existing paved area. Both patios add a pergola. The south patio will not be visible from the street and the north patio will be highly visible from the street, but the design of an open area with a small pergola will not detract or create an adverse effect on the historic fabric. The patio is mostly bordered by Liberty Street and will create a transition space from the public realm of the street to the business. The pergola is a simple design with wood and an I-beam. As the building is a small utilitarian building the simple design is an appropriate design for the building.

Other Considerations: Prehearing Results: Conducted January 3, 2018.

Comments Provided to Staff:

7 letters were submitted at the original hearing of this case at the January 22, 2018 meeting. Major points of concern:

- Use of the property as a bar (*This use is permitted within the CC-P zone for the interior of the building; but the two separated outdoor patio uses are both conditional uses needing approval*).

- Parking Variance and already limited parking (*The applicant has amended the request from providing 0 parking spaces to leasing the required 8 parking spaces within 600 ft. of the site.*)
- Extended hours for the two patios till 12 am during the week and 2 am during the weekends. (*This proposed compromise of hours was not entertained by the applicant.*)
- Noise down the alley and breezeway from the south patio (*Removal of location of trash and loading.*)
- Blocking of Goose Alley and use of Goose Alley for trash (*Attempted to be addressed in Good Neighbor agreement and illegal to park in the alleyway.*)

31 letters or emails have been submitted since the January 22, 2018 meeting. Many of these raise the same concerns that were addressed in letters from the first hearing. All the letters submitted were received by March 5, 2018.

Major points of concern:

- Use of the property as a bar (*This use is permitted within the CC-P zone for the interior of the building; but the two separated outdoor patio uses are both conditional uses needing approval*). A letter from a group of neighbors directly adjacent to the bar was submitted in support of the bar use at this location.
- Extended hours for the patio till 12 am during the week and 2am during the weekends. (*This proposed compromise of hours was not entertained by the applicant.*)
- Blocking of Goose Alley and use of Goose Alley for trash (*Both attempted to be addressed in Good Neighbor agreement and illegal to park in the alleyway.*)
- Increase of parking demand (*The applicant has amended the request from providing 0 parking spaces to leasing the required 8 parking spaces within 600 ft. of the site.*)

Consistency with *Plan Cincinnati (2012)*:

“Sustain” Initiative Area “Preserve our built history”

Recommendation:

I. PARKING VARIANCE

A. Section 1425-19 – Parking – APPROVE – Special Exception to 1425-15 (c)(3) to allow a lease to provide 8 off-site parking spaces within a Parking Facility located within 600 feet of the property with the following conditions.

- a. Property owner shall control the rights to lease 8 parking spaces within a Parking Facility within 600 feet of the property for the life of the project. The minimum term of the lease shall be comprised of 15 years.
- b. Property Owner shall maintain documentation of such control of parking rights in a form approved by the City Solicitor. Said documentation shall be provided to the City of Cincinnati at any time within 3 business days of being requested to do so.

- c. Documentation of the lease of the parking shall be established prior to issuance of the first Certificate of Occupancy.
- d. Termination or substitution of control shall be upon the prior written consent of the City. Such consent would not be withheld if an equivalency of parking spaces is provided or subsequent legislative actions reduce or eliminate the parking requirement.

- B. FINDING:** The Board makes this determination that per Section 1435-05-4:
 - 1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located due to increased parking demand that is not be addressed or provided.

II. CONDITIONAL USE

- A. Section 1419-21 (b) – Conditional Use– APPROVE** - Limited or Full Service Restaurants and Drinking Establishments- Two separate Outdoor Areas within 100 feet of a residential district boundary at 1536-1540 Race Street as proposed by drawings submitted by MSA Architects 2/7/2018.

- B. FINDING:** The Board makes this determination that per Section 1435-05-4:
 - 1. Such relief from literal implication of the Zoning Code will be not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located.

III. CONDITIONAL USE

- A. Section 1419-21 (c) – Conditional Use– APPROVE** - Limited or Full Service Restaurants and Drinking Establishments- Maximum Size of a patio. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public at 1536-1540 Race Street proposed by drawings submitted by MSA Architects 2/7/2018.

- B. FINDING:** The Board makes this determination that per Section 1435-05-4:
 - 1. Such relief from literal implication of the Zoning Code will be not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located due to increased sound barriers and dampening and a Good Neighbor agreement.

IV. CONDITIONAL USE

- A. Section 1419-21 (g) – Conditional Use – APPROVE** - Request for Outdoor Area extension of hours of operation for the **north patio only** at 1536-1540 Race Street and subject to the following conditions:
 - 1. Operation shall be prohibited between 2 a.m. until 7 a.m. daily.
 - 2. The Good Neighbor Agreement provided, MSA Architects 2/7/2018, shall be administered by the Zoning Administrator as part of the Conditional Use approval.

3. Conditional Use shall adhere to Chapter 909: Community Noise.
4. If during the course of administration of the Periodic Inspection Program, Section 1101-44, the facility demonstrates an appreciable lack of compliance with the above conditions, Zoning Administration may take action including revocation of this Conditional Use.

B. FINDING: The Board makes this determination that per Section 1435-05-4:

1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located as the north patio is block by a building and is adjacent to Liberty Street.

V. CONDITIONAL USE

A. Section 1419-21 (g) – Conditional Use – DENY - Request for Outdoor Area extension of hours of operation for the **south patio only** at 1536-1540 Race Street. South patio's use shall comply with Sec. 1419-2(g).

B. FINDING: The Board makes this determination that per Section 1435-05-4:

1. Such relief from literal implication of the Zoning Code will be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located due to potential noise from the south patio.

VI. VARIANCE

A. 1421-33 (b) Maximum Height – Variance – APPROVE - A request for an 8 foot height variance and a 50% opacity variance for a front wall.

B. FINDING: The Board makes this determination that per Section 1435-05-4:

1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property as the wall is integrated into the façade and assists in mitigating noise on the south patio.

VII. CERTIFICATE OF APPROPRIATENESS

A. APPROVE a Certificate of Appropriateness for 1536-1540 Race Street for front façade changes, north and south patios, addition and a wall submitted by MSA Architects dated 2/07/2018 with the following conditions:

1. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.

B. FINDING: The Board makes this determination per Section 1435-09-2:

1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

Johnson, Beth

From: Margy Waller <margywaller@gmail.com>
Sent: Monday, March 05, 2018 5:29 PM
To: Johnson, Beth
Subject: [External Email] 1536 Race Street

External Email Communication

Dear Ms. Johnson and Members of the Historic Conservation Board,

I am writing to register my objection to the request for conditional use approval to permit outdoor operation of the proposed bar at 1536 Race Street ***until 2 AM 365 days a year.***

Over-the-Rhine residents are welcoming of visitors and entertainment venues. But this is still a residential neighborhood, not purely an entertainment district. Residential spaces are directly across the street and behind this proposed bar. An outdoor bar will be quite disruptive in that area, especially if it is open well past the hours permitted in the zoning code. In fact, at this time, that corner of the neighborhood is relatively quiet, contrary to the statement of the applicant.

We urge the board to respect the community plan and interests of people who have invested in and live in the neighborhood. We request that any new establishment at this (or any) location be required to follow the existing regulations.

Kindly add my letter to the official record and provide copies to members of the board.

Thank you,

Margy Waller
Over-the-Rhine
219 Magnolia Street
513-405-2426

1419-2(g): Hours of Operation. Within 100 feet of a residential district boundary line the use of outdoor areas is prohibited between Midnight and 7AM on Friday and Saturday and 10PM and 7AM on all other days, unless conditional use approval is obtained pursuant to the procedures. IF the applicant wants to use the patio on other times other than those outlined in the Zoning Code then a Conditional Use must be obtained.

The anticipated Hours of Operation will be 1100AM to 200AM, seven days a week for all spaces (Interior and Exterior). The anticipated activity associated with the operation will

not negatively impact the areas adjacent to the property. In fact, this area is already quite active and the proposed concept will blend with that activity. We ask that a Conditional Use be granted for the proposed hours of operation.

M A R G Y | W A L L E R ☐♀☐

[@margyartgrrl](#)

[The Bright Ride Blog](#)

Text/Call: 513 | 405 | 2426



Johnson, Beth

From: Patricia Richter <patricia.richter@peasleecenter.org>
Sent: Monday, March 05, 2018 4:41 PM
To: Johnson, Beth
Cc: Jennifer Summers
Subject: [External Email] Objection to Use Variance for the 1536-1540 Race Street in over-the-Rhine
Attachments: Peaslee Letter to Historic Conservation Board 1536 Race Street variance.pdf

External Email Communication

Hello Ms Johnson,

I'm contacting you on behalf of Peaslee Neighborhood Center to express our concern as a community around the proposed use variance being considered for at 1536-1540 Race Street. Please find a letter attached from our director, Jennifer Summers, a copy of which is also in the mail. Thank you for taking the community's concerns into account in making this decision.

Best,
Trish

--

Patricia Richter
Communications Coordinator
Work: [513.621.5514](tel:513.621.5514) ext. 22
Cell: [513.404.0333](tel:513.404.0333)

Peaslee Neighborhood Center
[Website](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)



Johnson, Beth

From: Mary Ellen Huss <melhuss@gmail.com>
Sent: Monday, March 05, 2018 4:21 PM
To: Johnson, Beth
Subject: [External Email] Objection to Use Variance for the 1536-1540 Race Street in over-the-Rhine

External Email Communication

Dear Beth,

My name is Mary Ellen Huss and I'm a resident of Cincinnati as well as work in Over-the-Rhine.

I am writing to express my concern and object to the request for a variance for an outside patio and entertainment venue at 1536-1540 Race Street. Not only would this proposed venue not benefit the neighborhood, it would be a detriment to the welfare of Over-the-Rhine residents.

This proposed location is next door to Prince of Peace Lutheran Church which has served the people of Over-the-Rhine and downtown Cincinnati since 1871. Placing a bar directly next door to Prince of Peace and across the street from the new St. Anthony Center, both of which predominantly serve our homeless population, is not in the interest of our community. In addition to providing a cold shelter to those who are homeless, Prince of Peace is a support for those within our community dealing with alcoholism, addiction, mental illness, and the various issues of cyclical poverty.

In addition to the noise disturbance this would cause for residents to have a bar with an outdoor patio, seating up to 100 people until 2am, and the strain it would put on street parking for residents, this proposal is an affront to the agencies rooted in this neighborhood and to those that they serve. I hope that the Historic Conservation Board will consider the needs of our low-income neighbors in making this decision.

If you have any questions, please feel free to email me or call me (973-441-7050).

Thanks!

Mary Ellen Huss

Johnson, Beth

From: Ali Hedges <ahedges@csequity.org>
Sent: Monday, March 05, 2018 3:11 PM
To: Conservator, Urban
Subject: [External Email] Zoning Hearing for 1536 Race Street

External Email Communication

Hi Beth,

I'm part of the staff at Cornerstone Renter Equity. We provide affordable housing as well as our Renter Equity program. We have 59 units/families in the Race, Green, & Republic blocks- some closer than others to the proposed site of construction.

We've been notified by our neighbors at St. Anthony Center and St. Francis Seraph of the new incoming business. While they are strongly opposed to this bar and restaurant coming in we as staff felt we could not offer a stance, however, we did provide all public information we have received from the owner with the proposed plans, as well as the good neighbor agreement to our residents for them to let us know where they stood on the issue. We have promised to deliver their opinions and concerns directly to the board. This is why I'm writing you today.

Due to the sudden change in date we have only heard from a small portion of our residents. However, we have 4 individuals who stand in opposition of the construction. 1 individual of support.

The comments of opposition focused mainly around safety and parking. They are concerned about being pushed out of the neighborhood, increased foot traffic and car traffic.

Please let me know if you have any questions or concerns or if I can provide you any additional information.

Ali Hedges
Family Engagement Coordinator
Cornerstone Renter Equity
513.369.0114 Office
502.693.7952 Cell
1641 Vine St, Cincinnati, Ohio, 45202

Johnson, Beth

From: Paula Dahmus <dahmuspj@fuse.net>
Sent: Monday, March 05, 2018 2:19 PM
To: Johnson, Beth
Cc: jimdahmus@hotmail.com
Subject: [External Email] Email submission for opposition to bar on 1536-1540 Race

External Email Communication

Hi Beth -

As the owners of the parking lot located at 1539-1541 Republic (corner of Liberty & Republic), we are writing to OPPOSE extension of any hours after 10:00pm for outdoor spaces at the proposed bar at 1536-1540 Race Street. Due to the risk of quality of life reductions for the neighbors and potential real estate devaluation, we are opposed to any request for extension of hours for outdoor spaces.

Parking is already an issue on this corner and by adding a business that's primarily outdoors, noise and loitering will become an even more egregious issue. We cannot support this variance request on behalf of our investment and the quality of life for the residents.

Thank you ,

Jim & Paula Dahmus
(1537 Republic, LLC)



Over-the-Rhine Community Council
P.O. Box 662
Cincinnati OH 45201

March 5, 2018

The Historic Conservation Board
805 Central Avenue, Suite 500
Cincinnati, OH 45202

c/o Beth Johnson, Urban Conservator

Note: Sent via email to beth.johnson@cincinnati-oh.gov

Subject: 1536 - 1540 Race Street Bar
Hearing Date: March 12, 2018

Dear Historic Conservation Board Members:

I am writing on behalf of the Over-the-Rhine Community Council (OTRCC) to record the Council's opposition to the proposed development's request for variances in its Certificate of Appropriateness (COA) application. The OTRCC adopted a motion opposing the development at its regular meeting on February 26, 2018.

At our invitation, Dan Wright made a presentation about his proposed bar. The Council members questioned Mr. Wright on several issues, including concerns of adjacent residents, hours of operation, the absence of patron parking accommodations, noise levels, minimal food service, plans for hiring OTR residents, saturation of bars in OTR and the concerns of the adjacent churches. The Council then deliberated at length on the merits of the proposal and, finally, adopted a motion to oppose the proposed bar.

We respectfully request that you consider these issues and join us in opposing the proposed bar at 1536 – 1540 Race Street.

Cordially,

/s/ Maurice Wagoner, President

c: Beth Johnson
OTRCC

Johnson, Beth

From: Kelly Germaine <kelly.g.strickland@gmail.com>
Sent: Friday, March 02, 2018 12:32 PM
To: Johnson, Beth
Subject: [External Email] 1536-1540 Race Street

External Email Communication

Ms. Johnson,

I write you as a resident and council member of the Over-the-Rhine Community to express my concern about the proposed bar development at 1536-1540 Race Street. Our community already experiences a high density of bars and restaurants, and many of my neighbors around these establishments are choosing to move out due to the intense noise that makes it nearly impossible to sleep well on weekends, and a good deal of week nights. The building I live in has chosen to maintain its historic windows (an Urban Sites property) though I imagine that will continue to be pushed by residents to change these windows as the noise continues to be an issue.

This development is being proposed in an area of our neighborhood that is zoned for residential use. It would be an absolute shame to continue pushing new residents out of our neighborhood due to noise while simultaneously continuing to displace long-term residents.

The alcohol abuse and struggle in our neighborhood is very high and real, across class lines. We do not need any more bars. We need development that is for residents in order to maintain OTR as any sort of residential community. Because of a lack of foresight in development, many newly developed OTR condos and houses are sitting completely empty.

Best,

--

Kelly Germaine Strickland

919-636-8466 (tel)

Johnson, Beth

From: Mike Dew <mike.dew@langthanggroup.com>
Sent: Thursday, March 01, 2018 5:29 PM
To: Johnson, Beth
Cc: info@langthanggroup.com
Subject: [External Email] Letter of Support for proposed bar at 1536-1540 Race St.

External Email Communication

To Whom It May Concern

The Lang Thang Group would like to voice its support for a proposed bar at 1536-1540 Race Street. Having been through this process ourselves and knowing firsthand the ramifications of what being denied a COA can do to a small business we urge the board to grant the necessary approvals to proceed. We know Mr. Wright to be a leading ambassador and responsible contributor for OTR and we expect that to continue with this new establishment.

Respectfully

Bao Nguyen
Danny Yant
Duy Nguyen
Mike Dew

Lang Thang Group

Johnson, Beth

From: Wanda Holcomb <wholcomb2012@gmail.com>
Sent: Friday, March 02, 2018 11:16 AM
To: Johnson, Beth
Subject: [External Email] Variance for the 1536-1540 Race Street in over-the-Rhine

External Email Communication

Ms. Beth Johnson
Historic Conservation Board City of Cincinnati
805 Central Avenue Suite 500 Cincinnati, Ohio 45202

Re: Use Variance for the 1536-1540 Race Street in over-the-Rhine

Dear Ms. Johnson,

It has come to my attention that a bar is being proposed at 1536-1540 Race Street, and is requesting a variance for an outside patio/entertainment venue with potential seating for over 100 patrons until 2am next to the Prince of Peace church.

I am a photographer and volunteer my services to the amazing Prince of Peace church. I attend a different church but love the mission of this one. Why? Because they walk the talk and help 100's of our homeless population to get off the streets. They are more than a one stop shop for a meal and a blanket. They are working with any and all of the individuals that want work through education, resume writing and the like. The Prince of Peace has been serving the people of Over-the-Rhine and downtown Cincinnati at 1528 Race Street for many, many years! Many of the people that they serve are dealing with issues such as alcoholism, drug addiction, mental illness, and the various issues of cyclical poverty.

I hope this letter will encourage you to re-think the planned use for the property across the street. There are many other uses of this area but the one planned is not in the best interest of those already established in the area.

Thank you,

Wanda D. Holcomb
Freelance Photographer
<https://facebook.com/wandaholcombphotography/>
WandaHolcombPhotography@gmail.com
850.322.8006

Johnson, Beth

From: Matt Jacob <mattjacob@gmail.com>
Sent: Wednesday, February 28, 2018 4:01 PM
To: Johnson, Beth
Subject: [External Email] Re: OTRCC votes against "COA" for bar at 1536-1540 Race Street

External Email Communication

Hi Beth,

I'm writing in regards to the OTRCC's opposition towards providing a COA for the proposed bar at 1536-1540 Race St.

I attended the full meeting and heard the arguments for and against the proposal, however I think it should be noted that this meeting went over 2.5 hours and over half of the membership had left by the time that we discussed and took a vote on this proposal. A majority of those that stayed until the end of the meeting were only those directly in opposition, so it's unsurprising that the end vote reflected this. I don't think this vote was representative of the overall membership or of the neighborhood as a whole.

I don't really have any dog in this fight, but overall I'm in support of letting this COA go through given the difficult use for this site otherwise. I think it will add to the neighborhood overall and this applicant has been a responsible operator of his other venues in OTR. I'd like to see him work directly with Prince of Peace to raise funds for their mission in order to create a win-win to the conflict that I saw at the meeting.

Regards,

Matt Jacob

On Wed, Feb 28, 2018 at 3:02 PM, President OTRCC <PresidentOTRCC@gmail.com> wrote:

[View this email in your browser](#)



Dear OTRCC members,

Please be advised that during Monday's meeting, the body voted to NOT support the request for a COA at the proposed

February 16, 2017

Ms. Beth Johnson
Urban Conservator
City of Cincinnati | Buildings & Inspections
Permit Center | 805 Central Ave. | Suite 500
Cincinnati, OH 45202

Re: Historic Conservation Board Table Proposal for 1536-1540 Race St.

Dear Beth,


We are a group of near neighbors on Race and Republic Streets, who have discussed the proposed bar-with-patios project at 1536 Race Street and wanted to communicate to you our areas of support and concern with this project.

The bottom line is that we support the concept and building as proposed but strenuously object to any variation in opening hours from what is currently permitted for that space. Specifically:

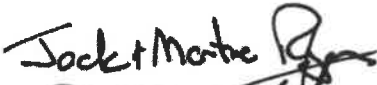
- WE SUPPORT having a bar at that location, as the owners and building plans seem to offer a big improvement to what currently is there. We recognize that the local churches have grave concerns given their ministry to homeless and other individuals in need, but feel that one of the features of OTR is these types of activities existing together in reasonable harmony.
- WE SUPPORT the design considerations in the original proposal and then added in modifications. We want to re-emphasize the importance of some of them:
 - The wall along Goose Alley and the outdoor patio on Liberty Street starting midway down the building as key considerations in mitigating noise to those living at the north end of the 1500 block of Republic Street
 - Having an enclosed space for waste, but one that doesn't encroach on Goose Alley at any point, as it is an active thoroughfare.
 - Making sure that Goose Alley is never blocked, as opposed to "not blocked for an extended period" as we saw in a proposed set of guidelines prepared by the developer.
- WE OBJECT to any zoning variance for outside patio opening hours. The area has many residences in close vicinity, and extended patio hours will have a significant negative impact on quality of life for these residents. And given the strenuous objections by local church leaders, it would be putting the proverbial "salt in the wound" to add extended patio hours.

A number of our group will attend the February 26th hearing to further discuss any of these points if further clarifications are needed.

Yours sincerely,


TED + VICKY LEATTI
1514 RACE ST.


1529 Republic Street


1506 Republic St


1529 Republic

Signatories (continued)

Ms. Beth Johnson
Urban Conservator
City of Cincinnati | Buildings & Inspections
Permit Center | 805 Central Ave. | Suite 500
Cincinnati, OH 45202

Re: Historic Conservation Board Table Proposal for 1536-1540 Race St.

Jim Hinder
Jim Hinder
1325-B REPUBLIC ST.

Marcia Bahr
1506 Race St
Jeffrey D. Schloemer
1506 Race Street

Miana Denny
1507 Republic St.

Victoria J. Hord
1329 Republic St.

March 1st, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Avenue, Suite 500
Cincinnati, OH 45202

Dear Beth and the Historic Conservation Board,

I serve as a deaconess at Prince of Peace Lutheran Church. My primary role is coordinating an outreach ministry that strives to care and serve those in our Over-the-Rhine community in a holistic manner, addressing their physical, emotional, and spiritual needs. This ministry has been in place for about 12 years now, and has served countless individuals in those years. Prince of Peace Lutheran Church as a whole has been serving our community for over 100 years, with activities such as providing meals to individuals experiencing homelessness and others in the Over-The-Rhine community and now serving as a cold shelter during the winter months.

Many of the individuals that come to find a place of peace and hope at our church struggle with addictions and/or mental health issues. In my conversations getting to know these individuals, they have shared with me about their daily lives and activities. Many of them utilize our services as well as those of Our Daily Bread which is located two blocks north of us on Race street, in addition to the new Saint Anthony Center which is located at the corner of Liberty and Republic Streets. Both of these agencies also provide many, much-needed social services to our community. Upon hearing the proposal of a bar at the corner of Liberty and Race Street, my thoughts went immediately to the individuals we serve and the temptations and struggles that would be likely to ensue for them if the bar came to fruition.

With full disclosure, being a young millennial myself the proposed bar sounds like a fun idea and a place I would consider frequenting if it was at another location. However, the proposed placement of this bar at the corner of Race and Liberty Streets is completely inappropriate taking into account the non-profit agencies located so close striving for the betterment of the original inhabitants of the neighborhood. The proposed bar also does not take into account the fact that it would continue to gentrify the neighborhood and potentially cause Over-the-Rhine's original inhabitants to feel unwelcome in their own community.

That being said, I humbly submit this letter to the board to consider the surrounding neighborhood for the proposed bar and to consider what is best for the over-all good of the inhabitants in the Over-the-Rhine neighborhood at this intersection of Race and Liberty Streets.

Thank you for your time and consideration.

Deaconess Kelly Jacob

March 1, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Avenue, Suite 500
Cincinnati, OH 45202

Dear Beth and the Historic Conservation Board,

I am a devoted member of Prince of Peace Lutheran Church and have volunteered at the church over the past five years as a children's tutoring coordinator and as a weekly volunteer at our Bridge Ministry that has served the area homeless and poor for over 30 years. As a stakeholder, seeing up close the day-to-day ministry of Prince of Peace and St Anthony Center and the affect it has had on so many lives has given me a deep appreciation for the way the OTR community comes together to support all walks of life in a positive manner. The impoverished down-trodden as well as the addicted suburbanite walk between these two institutions to find help and hope, they come through our doors to find a little compassion and acceptance – and while many continue the cyclical nature of poverty and addiction, at least we, as human beings, are providing a little comfort and peace.

I say all of this to make the point that opening yet another bar, not even a restaurant, directly between these two, long-standing pillars of community service is an offence to the OTR community and to what the area has been promoting – a welcoming, inclusive place for ALL who live in this diverse neighborhood. Economic development and investment is essential to maintain and grow the community and to retain the areas bountiful progress, but to place an outside bar at this particular location at the expense of such a marginalized segment of our society seems to be considering only financial gain. Where is our moral obligation to those that need our help and not just an “in your face” advertisement to drink? Is this location for a bar not just asking for confrontation? It certainly seems to me that the quality of life for all residential neighbors next to this location will be dramatically affected and diminished.

I ask that the Board consider doing the right thing, respect the existing institutions of the neighborhood and enforce the existing rules and not grant yet another variance for yet another bar. At this prime location, surely there are and will be opportunities for another type of business that will be much more suited to this particular and unique corner of OTR.

Thank you for your consideration.

Lisa Burns

Johnson, Beth

From: Chad Brizendine <cebriz01@yahoo.com>
Sent: Tuesday, February 27, 2018 3:17 PM
To: Johnson, Beth
Cc: Maynes, Kasandra; Leslie Brizendine
Subject: Re: RE: [External Email] Re: 1536-1540 Race Street- HACB rescheudle date

Hi Beth -

As previously stated, my family is out of the country on 3/12. May you please read the below at the meeting? Sincere and heartfelt THANK YOU in advance. My family has lost considerable sleep over this issue for months.

- Chad Brizendine

Leaders of the Historic Conservation Board:

My name is Chad Brizendine and my wife Leslie and our 10 month old daughter Rylan live at 1537 Republic Street. We'd love to be with you today, but we had travel booked a year ago this week. Our master bedroom and our daughter's nursery are the closest proximity residences from the proposed bar, just a few feet away across Goose Alley. I've lived in OTR for almost 10 years, and we've chosen this location on residential Republic to raise our family because it's a quiet residential street with no bars.

I have spent the last year working with Captain Davis, local clergy, 3CDC, and neighbors to clean up our residential street. We've made tremendous progress and for that I'm very proud. We've made so much progress that our corner is now suitable to attract businesses, hence the proposed bar.

I am completely OPPOSED to any bar project with outdoor seating on the 1536-1540 Race street site for the following reasons:

- Myself and my neighbors have invested over \$2M into Republic Street residences for our families. This investment is at risk of immediate devaluation due to noise + quality of living reductions (examples: Mecca, Queen City Radio, etc), especially from the outdoor patios. This is a growing issue in the city, and this board should not willingly support adding to this problem to the detriment of neighbors and their property values.
- We chose to raise our family on this residential block of Republic Street between 15th and Liberty. None of us would have chosen to invest our life savings here if it were known an outdoor bar would open feet from our homes.
- It is impossible to eliminate outdoor noise with "walls." No solution presented would prevent audible noise from traveling into our homes from outdoor patrons (our building is 4 stories).
- Republic & Liberty are two of very few remaining blocks with FREE parking. The solution to have a lot across from this bar on Race will NOT prevent bar goers from taking free parking on Republic & Liberty desperately needed by the low income families on our street.

For these reasons (quality of living reduced, significant devaluation of property, significant noise added to residential street, lost FREE parking from low income residents on Republic), I'd ask the board to OPPOSE this bar from opening altogether. **If the board decides to allow the project to proceed, I'd beg you to please restrict hours to 10:00pm on weekdays and midnight on weekends.**

Your concerned and humble neighbor,

- Chad Brizendine

On Tuesday, February 27, 2018, 11:52:24 AM EST, Johnson, Beth <beth.johnson@cincinnati-oh.gov> wrote:

Chad,

Johnson, Beth

From: Danny <desemo@gmail.com>
Sent: Tuesday, February 27, 2018 2:08 PM
To: Johnson, Beth
Cc: JJ Foley
Subject: [External Email] Opposing the potential outdoor bar at 1536-1540 Race

External Email Communication

I am the owner of the house at 1535 Republic St. I wanted to write to state my strong opposition to the outdoor space being opened at the 1536-1540 Race street bar.

I also own three plots of land with Bethesda investment group on Pleasant St also potentially impacted by the noise from an outdoor bar.

For both quality of life reasons at 1535 Republic today as well as property values for my 4 properties I urge you to not support this.

Thank you

Dan Semo



February 26, 2018
Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Avenue Suite 500
Cincinnati, OH 45202

Re: use Variance for the 1536-1540 Race Street in Over-the-Rhine

Dear Beth,

Sweet Cheeks Diaper Bank is very concerned about the proposed use variance for the property at the corner of Republic and Liberty Streets. We are especially concerned with the prospect of an outside patio/entertainment venue with potential seating for over 100 patrons until 2am, directly across the street from the St. Anthony Center, where we are located.

More specifically, we are concerned about the potential for a significant increase of traffic, noise late into the night and the general nuisance issues this establishment would bring to this corner and our neighborhood. We are also very concerned about the shortage of on-street parking which currently exists for the residents who live on this block. What is to prevent the patrons of this proposed establishment from using the limited on-street parking throughout the entire neighborhood North of Liberty and Race?

The St. Anthony Center currently serves over 450 homeless clients per day for personal care services and meals. Nearly all the clients walk to the St. Anthony Center and many walk to and from the Shelterhouse at night which includes walking part this corner. Over time, we believe there would be some sizeable safety issues for both the homeless pedestrians and the bar patrons on this corner.

We strongly object to the zoning variance as it does not enhance the quality of life nor the well-being for the residents who live in this neighborhood.

Sincerely,

Megan Fischer
CEO + Founder

advocacy engagement inclusion innovation respect

1615 Republic Street • Cincinnati, OH 45202
513.402.1450
www.sweetcheeksdiaaperbanks.org

ST. FRANCIS SERAPH

1615 Vine Street, Cincinnati, OH 45202



www.SFSParish.org

Parish 513.535.2719 • School 513.721.7778

February 26, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Avenue Suite 500
Cincinnati, Ohio 45202

Re: Use Variance for the 1535-1540 Race Street in over-the-Rhine

Dear Ms. Johnson,

It was brought to my attention that a bar is being proposed at 1536-1540 Race Street, which is requesting a variance for an outside patio/entertainment venue with potential seating for over 100 patrons until 2am. The location for this proposed cite is only a few blocks from our Church and School.

Located at the corner of Liberty and Vine Street, St. Francis Seraph Church has served the people who live within the tri-state area for over 150 years. Presently, our Church provides service to approximately 120 congregants living in eighty-two households. Our school continues to educate students ranging in ages from pre-kindergarten to eighth grade. This year, our enrollment is over two hundred students.

St. Anthony Center, which serves approximately 450-500 homeless clients per day, is located across the street from where this bar will be located. The Church is only a few yards from the Center. The school is directly across Vine which faces Liberty Street. In addition, I feel that this proposed cite for a bar is neither a good idea for the neighborhood nor an asset for those who live in this part of Over-the-Rhine.

There are also issues which deal with an increase of traffic. Not only that, but there are not enough parking spaces now to accommodate our present situation. Add to this a boisterous crowd carousing until 2 a.m. and I guarantee that problems will occur, maybe not immediately but within the near future!

It is my decision to object to this zoning variance. If you have any questions, you can contact me at 513-370-6502 (cell) or email drkohut52@hotmail.com Thank you for your consideration in this matter.

Respectfully,

Fr. David Kohut, O.F.M.

Fr. David Kohut, O.F.M.
Pastor
St. Francis Seraph Church and School



franciscan
media

Live in love. Grow in faith.

28 W. Liberty Street
Cincinnati, OH 45202-6498
513-241-5615 | 800-488-0488
513-241-0399 (fax)
FranciscanMedia.org

February 22, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Ave. Suite 500
Cincinnati, Ohio 45202
Re: Use Variance for the property at 1536-1540 Race Street in over-the-Rhine

Dear Ms. Johnson,

Yesterday I received a post card notice of a Public Hearing scheduled before the Historic Conservation Board for March 26, at 3:00 p.m. According to the notice, a bar is being proposed at 1536-1540 Race Street and a request for a variance for an outside patio/entertainment venue with potential eating for over 100 patrons until 2am. I am opposed of this variance.

Franciscan Media is nearby on 28 West Liberty, next door to the St. Anthony Center building. Franciscan friars have served the people of this area since the period before the Civil War and through the years since. We Franciscans want to help preserve the residential character of this area near St. Francis Seraph Church and School. The last thing we need is a public venue for drink and entertainment. It seems incredible that this proposal for a variance is right across the street from Prince of Peace Lutheran Church.

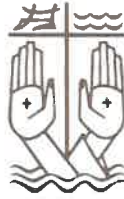
This proposed development would not be beneficial to the neighborhood. I can't imagine that an entertainment venue serving alcoholic beverages could obtain a license. The noise, traffic, litter and so forth would run contrary to the needs of the neighborhood. The new St. Anthony Center on Republic Street is serving people trying to get themselves together after suffering poverty, addiction, homelessness, etc. Their recovery and flourishing would be at risk with the proposed use of the property at 1536-1540 Race.

As publisher of Franciscan Media, I must oppose the proposed use of 1536-1540 Race. We Franciscans object to this zoning variance. It will not enhance the quality of life nor the well-being of the residents of our neighborhood, nor the ministries and agencies that serve the people of Over-the-Rhine. Thank you for taking these matters and concerns into consideration.

Sincerely yours,


Daniel Kroger, OFM

Publisher



FRANCISCAN FRIARS • PROVINCE of ST. JOHN the BAPTIST
Office of the Provincial Vicar

Ms. Beth Johnson

February 21, 2018

Historic Conservation Board
City of Cincinnati
805 Central Avenue Suite 500
Cincinnati, Ohio 45202

Re: Use Variance for the 1536-1540 Race Street in over-the-Rhine

Dear Beth,

I wish to add to the voices of those who are opposing a zoning change which would bring an outside patio/entertainment venue to a location so close to two churches with active ministry to the poor and homeless. I represent the Franciscan Friars of St. John the Baptist Province in Cincinnati, OH. We staff a parish on the other side of Liberty St., and we have invested heavily in the St. Anthony Center next door to us. This building houses seven organizations which serve the homeless and poor.

The proposed development will not help those who are already burdened with poverty, drug addictions, alcohol dependency and mental illness. The immediate area already has numerous establishments for the consumption of alcohol. One more business, so near to these social agencies and churches, can only add to the complications of the poor who must live in this area.

I am one of eleven Franciscans who reside at 1615 Vine St. I do not look forward to summer nights filled with noise until 2:00 AM in the morning. I'm sure that other residents in this location object to this as well. Would anyone in a typical neighborhood approve of a corner bar several hundred feet from one's front door, especially one that will stay open until 2:00 AM?

Sincerely,

Fr. William J. Farris, OFM

Fr. William J. Farris, OFM
Vicar Provincial
Province of St. John the Baptist

Johnson, Beth

From: PETER HAMES <otrpete@icloud.com>
Sent: Monday, February 19, 2018 5:10 PM
To: Johnson, Beth
Subject: [External Email] 1536 Race Street Bar (Race and Liberty Streets) Project

External Email Communication

February 19, 2018

Historic Conservation Board
City of Cincinnati
(sent via email)

Dear Ms. Johnson,

I am an Over-the-Rhine resident, living on Klotter Ave.

I am unable to attend the Historic Conservation Board meeting where this project will be considered. In my place, I ask that you enter this message into the Board's formal record.

I do not agree with several parts of the request.

1. Parking. Parking has been an issue for several years and continues to grow as a problem in Over-the-Rhine (OTR). I believe it is the number one problem in OTR and cries out for attention. Despite several regular requests from the residents, the city has taken no action to implement the long-promised parking study. Absent that comprehensive analysis, it does not make sense to me that developers continue to believe that the Washington Park garage and current on-street parking will absorb the increasing demand for parking or that bar patrons will use the streetcar to travel to the new bar obviating the need for additional parking. I believe the project should accommodate the 16 required parking spaces.

2. Hours. Hours of operation. OTR is a mixed use neighborhood. We who live here—the residents—welcome workers and visitors to our neighborhood. OTR, however, is not intended to become an “entertainment district” with bars open until 2:00 a.m. each day of the week. The proposed closing times of 10:00 and midnight are more consistent with our comprehensive plan.

3. The south patio is, I believe, excessive. That space should be used for parking. It appears the the adjacent buildings on Race Street are residential. I don't believe those new residents would want to live above a patio open until 2:00 a.m. with entertainment.

Finally, as a personal observation, from the plans that I viewed online, it appears that the redeveloped building wants for adequate sunlight. I hope the developers will find design solutions that will naturally illuminate the interior of the building.

Thank you for your assistance in conveying this to the board members.

Respectfully submitted,

Peter Hames

February 19, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Avenue, Suite 500
Cincinnati, Ohio 45202

Re: Use variance for the 1536-1540 Race Street in Over-the-Rhine

Dear Beth,

St. Francis Seraph Ministries is very concerned about the proposed use variance for this property at the corner of Republic and Liberty Street. We are especially concerned with the prospect of an outside patio/entertainment venue with potential seating for over 100 patrons until 2 am across the street from the St. Anthony Center.

Most specifically we are concerned about the potential for a significant increase of traffic, noise late into the night and the general nuisance issues this establishment would bring to this corner and our neighborhood.

Also, we are concerned about the shortage of on street parking which currently exists for the residents who live on this block. What will prevent the patrons of this establishment from using the limited on street parking for the large venue/entertainment facility throughout the entire neighborhood north of Liberty and Race?

Currently the St. Anthony Center is serving approximately 450 homeless neighbors per day for personal care services and meals. Nearly all of them walk to the St. Anthony Center and many walk to and from the Shelterhouse at night which includes walking past this corner.

Additionally the cold shelter at Prince of Peace Church, located at 1528 Race Street is open during the winter months with 45 additional neighbors who would walk past this corner at night as well. Over time we believe there would be sizable safety issues for both the homeless pedestrians and the bar patrons at this corner.

I object to this zoning variance as it does not enhance the quality of life or the well-being of the residents who live in this neighborhood.

Sincerely,



Cindy Givens

Saint Francis Seraph Ministries Board Member

7763 Westwind Lane
Cincinnati, OH 45242-5027
United States of America
February 18, 2018

City Of Cincinnati,
Building And Inspections Permit Center,
805 Central Avenue Suite 500,
Cincinnati, Ohio 45202
Attention Beth Johnson Urban Conservator

Dear Ms Johnson,

We have only recently been made aware of the request for a zoning variance for the property at the corner of Liberty and Race.

We wish to voice our objections in the strongest possible terms to the granting of this variance.

We attend worship frequently at Prince Of Peace Church. We also come to OTR frequently to attend the Symphony and to eat at the various restaurants in the area. Parking in this area is already a disaster. Even on Sundays we have to resort to parking in an off street lot when we attend worship. Adding a bar that caters to around 100 customers can only make a situation that is already challenging absolutely impossible.

A multistory car park in this location would make far more sense than a bar!

Sincerely yours,

Vicki & John Moseley

Received 2-19-18 9:54am

Beth Johnson
Historic Conservation Board
805 Central Avenue
Cincinnati, OH 45202

RE: 1536-1540 Race Street

Dear Members of the Historic Conservation Board,

We are writing to express our objection to the proposed outdoor patio bar at 1536-1540 Race Street. This proposed establishment should not be allowed to get a variance that would extend their hours of operation to 2:00am every night.

We are long time residents on Republic Street. Many of our neighbors will be negatively impacted by the activity and the noise that this will create in their living spaces. We believe the growing number of bars in Over-the-Rhine is making our neighborhood unlivable. We live at the corner of 14th and Republic and have direct experience with how the number of bars on our corner impacts our sense of comfort and peace in our third floor apartment. We care about our neighbors who live close to this proposed development and would not want them to experience a disruption in their family living. An outdoor patio bar open to 2:00am will disrupt their lives.

We fear that the overall nightlife currently being encouraged with no sense of how it is impacting the lives of residents will discourage families from making our neighborhood home.

Sincerely,

Bonnie Neumeier and Michael Flood
10 W. 14th Street #3
Cincinnati, OH 45202
bonsunflower@gmail.com
michaelj.flood@gmail.com

Received 3.2.16-18 9:41p



Over-the-Rhine Community Housing

Ms. Beth Johnson
Urban Conservator
Historic Conservation Board
City of Cincinnati
805 Central Avenue Suite 500
Cincinnati, Ohio 45202

Re: Use Variance for the 1536-1540 Race Street in Over-the-Rhine

Dear Ms. Johnson,

Over-the-Rhine Community Housing (OTRCH) is a community-based development corporation located at 114 West Fourteenth Street. We own and manage over 400 units of housing in Over-the-Rhine. Additionally, we have developed 22 homeownership units in the 1400 block of Pleasant Street and at the corner of Fourteenth and Race Streets.

We are very concerned about the proposed use variance for the property referenced above at the corner of Race and Liberty Streets. We are especially concerned with the prospect of an outside patio/entertainment venue with potential seating for over 100 patrons until 2 am, 365 days a year.

Most specifically we are concerned at the potential for a significant increase in traffic noise late into the night/early into the morning and the general nuisance issues a bar would bring to this corner and our neighborhood.

Further, we are very concerned about the current shortage of on-street parking that exists for the residents who live on this and surrounding blocks. It's not hard to see that the residents will have to compete with the influx of bar patrons for the limited supply of on-street parking. The bar should provide the parking that the code requires and not seek an exemption. They will only make a bad parking situation much worse. The failure to provide their required parking is simply not fair. The negative effect of this large venue/entertainment facility is likely to be felt throughout the entire neighborhood.

We object to this zoning variance as it negatively impacts quality of life for surrounding residents and exacerbates an already very problematic parking situation.

We ask that you reject the requested variances and have the applicant meet the code requirements.

Sincerely,


Mary B. Rivers
Executive Director



St. Francis Seraph Parish
The Heart of Over-the-Rhine

February 5, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Ave., STE 500
Cincinnati, OH 45202

Re: Use Variance for 1536-1540 Race Street in Over-the-Rhine, Ohio

Dear Beth,

St. Francis Seraph church is very concerned about the proposed use variance for the property at the corner of Republic and Liberty Streets. We are especially concerned with the prospect of an outside patio/entertainment venue with potential of over 100 patrons until 2am across the street from the St. Anthony Center.

We request this variance be denied. We do not think this type of venue enhances the quality of life for our parish or this neighborhood.

Thank you for your time and consideration.

Sincerely,

Fr. David Kohut, OFM
Pastor

Johnson, Beth

From: Bea Broder-Oldach <bhbroder@zoomtown.com>
Sent: Friday, February 02, 2018 8:55 AM
To: Johnson, Beth
Subject: [External Email] Race Street

External Email Communication

Dear Ms. Johnson,

I am writing today regarding the zoning variance request being considered for 1536-1540 Race Street in Over-the-Rhine.

Over -the-Rhine is a very special neighborhood where I have worked and socialized for many years. As a friend of the neighborhood, and a community chaplain, I have had the opportunity to observe life at this intersection of the city.

As I reflect on that intersection, with its neighboring blocks, I see an established neighborhood district engaged with education of children and adults, with healthcare, with religion and spirituality, with social service and empowerment programs.

During the BLINK festival, I observed tremendous human engagement in the neighborhood. It was truly electric with art, music, food and PEOPLE. Liberty Street at Elm and Liberty Street at Race were key intersections connecting the activities in the arts district with the happenings around Findlay Market and the Brewery District. The combination of motor and street car traffic with pedestrians presented significant traffic and safety challenges.

This is a key location in Over-the-Rhine, connecting the northern and southern districts of the neighborhood. As you reflect upon the inclusion of a large entertainment venue, the community identity rooted along this corridor in Over-the-Rhine is a vital consideration. Is this enterprise consistent with and complimentary of the fabric of life at this intersection? Are the necessary supports in place for vehicles and pedestrians to safely navigate? Is there adequate parking which respects the parking needs of residents and clients of other organizations?

Intentionality in development is crucial to the emergence of a great city. This location is significant in that process, holding enormous potential for anchoring and nourishing the identity of this key location in Over-the-Rhine. I encourage the board to postpone decisions regarding this application.

Bea Broder-Oldach D. Min, BCC

Sent from [Mail](#) for Windows 10



Prince of Peace Lutheran Church

1528 Race Street Cincinnati, OH 45202 (513) 621-7265

Mailing Address: P.O. Box 156, Cincinnati, OH 45201

January 31, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Avenue Suite 500
Cincinnati, Ohio 45202

Re: Use Variance for the 1536-1540 Race Street in over-the-Rhine

Dear Beth,

It has come to our attention that a bar is being proposed at 1536-1540 Race Street, and is requesting a variance for an outside patio/entertainment venue with potential seating for over 100 patrons until 2am next to our church.

Prince of Peace has been serving the people of Over-the-Rhine and downtown Cincinnati at 1528 Race Street since 1871. We serve the homeless and poor including a cold shelter. Many of the people that we serve are dealing with issues such as alcoholism, drug addiction, mental illness, and the various issues of cyclical poverty.

In addition, the new St. Anthony Center is serving approximately 450 homeless clients per day for personal care services and meals. Nearly all of their clients walk to the St. Anthony Center and many walk to and from Prince of Peace and the Shelterhouse which includes walking past this corner.

Why are you considering placing a bar in this neighborhood next to Prince of Peace and, across the street from the new Saint Anthony Center, that is open till 2am every night serving alcohol with an outside patio? Please be sensitive to the people that we serve and also the people and have been in this neighborhood long before gentrification began. This is not conducive to the welfare of the people in this part of Over-the-Rhine.

In addition, there are issues pertaining to a significant increase of traffic, noise late into the night and the general nuisance issues this establishment would bring to this corner and our neighborhood. Also, we are very concerned about the shortage of street parking which currently exists for the residents and workers on this block. There are many days our church staff cannot find a parking spot near our own church.

We object to this zoning variance as it does not enhance the quality of life nor the well-being for the residents of our neighborhood, nor the ministries and agencies that serve the people of Over-the-Rhine.

Rev. John Suguitan
Prince of Peace Lutheran Church
email - johnsuguitan70@gmail.com
513-266-6379 - cell



1615 Republic Street
Cincinnati, Ohio 45202

Nurture . Collaborate . Empower

January 30, 2018

Ms. Beth Johnson
Historic Conservation Board
City of Cincinnati
805 Central Avenue Suite 500
Cincinnati, Ohio 45202

Re: Use Variance for the 1536-1540 Race Street in over-the-Rhine

Dear Beth,

St. Francis Seraph Ministries is very concerned about the proposed use variance for this property at the corner of Republic and Liberty Streets. We are especially concerned with the prospect of an outside patio/entertainment venue with potential seating for over 100 patrons until 2 am across the street from the St. Anthony Center.


Most specifically we are concerned at the potential for a significant increase of traffic, noise late into the night and the general nuisance issues this establishment would bring to this corner and our neighborhood.

Also, we are very concerned about the shortage of on street parking which currently exists for the residents who live on this block. What is to prevent the patrons of this establishment from using the limited on street parking for this large venue/entertainment facility throughout the entire neighborhood north of Liberty and Race?

Currently the St. Anthony Center is serving approximately 450 homeless clients per day for personal care services and meals. Nearly all of our clients walk to the St. Anthony Center and many walk to and from the Shelterhouse at night which includes walking past this corner.

Additionally the cold shelter at Prince of Peace Church, located at 1528 Race Street is open during the winter months with 45 additional clients who would walk past this corner at night too. Over time we believe there would be some sizeable safety issues for both the homeless pedestrians and the bar patrons at this corner.

We object to this zoning variance as it does not enhance the quality of life nor the well-being for the residents who live in this neighborhood.

Sincerely,

Christine M. Schuermann
Executive Director

1615 Republic Street
Cincinnati, Ohio
45202

513.549.0542
www.sfsministries.org

St. Francis Seraph
Ministries
nurtures and
nourishes
the urban poor
in mind, body
and spirit.

Johnson, Beth

From: Ted Leavitt <tleavitt@me.com>
Sent: Tuesday, January 23, 2018 12:49 PM
To: Johnson, Beth
Cc: Vicky Leavitt; Katie Pflum
Subject: [External Email] 1536 Race St. proposal

External Email Communication

Dear Beth,

I was not able to attend the meeting to discuss this proposal, but wanted to add my thoughts as an interested neighbor. My wife and I own the building at 1514 Race St. so very close to this proposed development. Having looked at the plans, I would offer the following:

- 1) **Proposed opening hours** - While the proposers say the following, "*The anticipated activity associated with the operation will not negatively impact the areas adjacent to the property. In fact, this area is already quite active and the proposed concept will blend with that activity. We ask that a Conditional Use be granted for the proposed hours of operation*", the fact is that Race St. in particular south of Liberty is very quiet in the later hours of the evening. This area has a nice residential character that would suffer from granting an exception to normal opening hours. It is not realistic to use Liberty St. as the standard when the bar would front Liberty and Race. While not my direct comment, I would also guess Prince of Peace Church with its significant work with those less fortunate (and a shelter in the winter) would find late hours problematic.
- 2) **Sensitivity to Goose Alley** - my neighbors and we have worked assiduously over the past two years to clean up Goose Alley and make it a decent alley/thoroughfare. It is incumbent that access is well maintained and that the proposers do their part to keep it looking good on all sides of the development...proper lighting, etc.
- 3) **Shielding of garbage receptacles** - where do they plan to put the garbage containers? There seems to be no provision for this on the drawings, but something that is hidden away needs to be included, as Goose Alley has no clearance, Race St. is a pedestrian sidewalk, and Liberty St. has an outdoor patio.

Thanks for your consideration of these comments.

Ted Leavitt

1514 Race St., #3
Cincinnati, OH 45202
Mob. +1 843 338 0750
Skype. tedleavitt
tleavitt@me.com

Johnson, Beth

From: DeDe Dennig <dede.dennig@gmail.com>
Sent: Tuesday, January 23, 2018 10:17 AM
To: Johnson, Beth
Subject: [External Email] New Development at Liberty Street, Race Street, and Goose Alley

External Email Communication

Dear Ms. Johnson,

Hello. My husband and I are residents of OTR in the 1500 block of Republic Street. We love our new neighborhood, and chose our location because it is removed enough from Liberty Street to avoid most of the noise issues.

It has come to my attention that a proposed redevelopment project at the end of Race Street and abutting Goose Alley is asking for a zoning variance for hours of operation. While I fully support the redevelopment of the property as an eating and drinking establishment, I STRONGLY oppose the proposed hours of operation until 2 a.m. seven days a week. Notwithstanding the parking woes that will surely have a negative impact the residents of Republic Street, and the annoyance of bar patrons leaving the establishment at 2 a.m., the noise level created by 90 people at an outdoor patio would simply be too great, especially after midnight. Asking working residents to contend with increased noise and traffic until 2 a.m. every day of the week is unreasonable and I hope you will take this into account when making your decision.

Thank you for your consideration,

Diana Dennig

Johnson, Beth

From: Semo <semo@ebay.com>
Sent: Tuesday, January 23, 2018 10:11 AM
To: Johnson, Beth
Subject: [External Email] Development of bar with outdoor patio for 90 1536-1540 Race Street.

External Email Communication

Beth

While we're excited to welcome new business to OTR, as a homeowner at 1535 Republic, I wanted to write to express my concerns around the extended hours that the bar is requesting for 1536-1540 Race Street. The noise levels of people outside are nothing like the ambient noise of the streets and we know from having had issues with people congregating and drinking outside our properties.

I wanted to urge you to **not approve** the extended hours of operation.

Thank you for your consideration.

Dan Semo
1535 Republic St homeowner

Johnson, Beth

From: Kelly Germaine <kelly.g.strickland@gmail.com>
Sent: Monday, January 22, 2018 2:12 PM
To: Johnson, Beth
Subject: [External Email] Plans for outdoor bar at Race and Liberty

External Email Communication

Beth,

I write as a concerned resident about the proposal for an outdoor bar at Race and Liberty in my community, Over-the-Rhine. I live at 1304 Clay St, near Longfellow and other bars which are very loud, even during the winter months when their windows are closed. I continue to hear concerns and complaints from neighbors that they plan to move out of the OTR neighborhood as they and their families cannot sleep due to increased noise from the surplus of bars and restaurants opening and concentrated in our neighborhood. We ask that you please consider these concerns during the discussions of how the proposed bar at Race and Liberty will or will not unfold, including the hours of operation they are allowed to hold. We request specifically that no outdoor bar/restaurant in this location be permitted to operate past 10p.

Thank you,

--

Kelly Germaine Strickland
Vice President, Over-the-Rhine Community Council
919-636-8466 (tel)

Johnson, Beth

From: Heinold, Chris (GE Corporate) <Chris.Heinold@ge.com>
Sent: Monday, January 22, 2018 10:30 AM
To: Johnson, Beth
Subject: [External Email] 1536-1540 Race Street

External Email Communication

Dear Ms. Johnson –

I'm writing to give notice of my objection for the hours variance request at 1536 Race Street allowing for outdoor operation until 2am daily. I unfortunately didn't receive notice of the hearing today and will not be able to attend in person, but wanted to share some items for your consideration.

While I'm excited for a new establishment to take over the vacant space, I'm very worried about the noise in what has been a relatively quiet street since we moved in.

During the night when we have folks cut through Goose Alley the noise echoes & is easily heard from our bedroom. Many of the neighbors on the street designed their homes to have bedrooms back up to the alley to reduce street level noise. Having a bar open until 2am right behind us will make it very difficult for people who start early like us to stay in the neighborhood.

I'm very supportive of upholding the current zoning per the recommendation outlined in the proposal – that outdoor entertainment be limited to **10 pm on Sunday-Thursday** and to **midnight on Friday and Saturday**.

My wife & I specifically chose Republic St due to the residential characteristics & hope you and the historic board will hold our new neighbor to the current zoning regulations in the area to help uphold that charm.

Thank you for your consideration,
Chris & Katie Heinold
1531 Republic St

Chris Heinold
Global Supply Chain FP&A Leader– GE Aviation
C: 203-414-9695

Johnson, Beth

From: Chad Brizendine <cebriz01@yahoo.com>
Sent: Monday, January 22, 2018 9:16 AM
To: Johnson, Beth; Leslie Brizendine; margywaller@gmail.com; Andrew Amend
Subject: [External Email] Fw: Note: HCB can decide the issue today Re: FW: Plans for outdoor bar at Race and Liberty Fwd: Historic Conservation Board - January 22, 2018

External Email Communication

Hi Beth -

My name is Chad Brizendine and I live at 1537 Republic St. My wife and I have a 9 month old at home and we've chosen OTR as our neighborhood to raise our family. For the past year we've dealt with significant crime, homelessness, and noise violations at our home. We've partnered with Captain Davis, Steve Leeper (3CDC), local churches, and OTRCC to help us as we've dealt with some unique challenges these past 18 months. I will call Steve's team this morning to relay my feedback re: this issue as well.

Our bedroom is literally 4-6 feet from the outdoor space in question on Liberty/Race. We have a breezeway where noise already reverberates like a tunnel throughout our home and has been a significant issue for us and our neighbors. Adding an outdoor space open late with more noise would be HUGELY harmful to our street - given we've all chosen Republic street to raise our families due to its residential nature.

My wife and 9 month old will attend the meeting today and several of my neighbors will try and get off work to come live as well to voice our concern. We've already dealt with a lot these past 18 months. I'd hate to add even more noise that reduces the quality of living for the families on our street. 10:00pm would be a tremendous compromise for us!

- Chad Brizendine, 1537 Republic St. Resident

On Mon, Jan 22, 2018 8:57 AM, Chad Brizendine cebriz01@yahoo.com wrote:
Hi Margy / Kelly-

I wanted to share my POV as well re: the request for outdoor patio hours at Liberty/Race proposal. The outdoor space is literally 4 feet from our bedroom at 1537 Republic, and we already have noise issues with passersby utilizing Goose Alley in the evenings. I will call 3CDC this morning.

As stated by our friends and neighbors below, allowing an outdoor venue to be open late doesn't fit at all with WHY we all moved into a residential street (Republic Street). We'd ask that the OTRCC consider this and guide 3CDC to maintain hours before 10:00pm. Our homes have "breezeways" in between the buildings that act as sound amplifiers. This would all but echo throughout our homes each night.

Thank you so much for your consideration. We support local businesses for sure but ask that hours support WHY we moved into this part of OTR in the 1st place to raise our families.

- Chad Brizendine, 1537 Republic St.

On Monday, January 22, 2018, 8:40:48 AM EST, Joe Katie Pflum <joekatiepflum@gmail.com> wrote:

If you want to send me something I will be happy to take it to the meeting. Not sure. If they will allow me to read it but I certainly can submit it for you. Thanks! Katie

Thanks for including JJ in this loop. I didn't have his email address.

From: Joe Katie Pflum [<mailto:joekatiepflum@gmail.com>]
Sent: Monday, January 22, 2018 8:06 AM

Johnson, Beth

From: leigh.g@isoc.net
Sent: Saturday, January 20, 2018 5:02 PM
To: Johnson, Beth; Matt.Shad@cincinnati-oh.gov; Maynes, Kasandra
Cc: tmara4570@aol.com; bcappel01@hotmail.com; otrpeter@icloud.com; mauriwagoner@gmail.com; samhill5215@gmail.com; margywaller@gmail.com; mburke@otrch.org; leigh.g@isoc.net; jdfayotr@gmail.com
Subject: [External Email] opposed | COA app re1536-1540 Race St

External Email Communication

Dear Ms Johnson, Mr Shad, Ms Maynes, Mr Haynes, and the Honorable Members of the Historic Conservation Board

I would like to respectfully urge the Board to adopt the Urban Conservator's Staff Recommendations.

Due to the many requests for zoning variances and exemptions, the Owners should present their project to the Over-the-Rhine Community Council, and before bringing the matter back to the HCB.

To date, the Owners have not presented their proposal to the Over-the-Rhine Community Council which remains deeply disturbing. This 1-2-3 process, selected and pushed by the Owner, has put residents clearly at a disadvantage to learn about the project in its entirety which, in turn, disenfranchises them to participate properly in the HCB's proceedings.

Further, in the event the Owners do not fully address *all* identified adverse impacts or are unwilling to do so, I urge the Board to signal their displeasure (and continue to not approve) this COA until the Owner addresses each and every adverse impact in a more responsible approach.

Further, in addition to the adverse impacts identified by the Urban Conservator, the Owners have not presented their proposal for a liquor permit to the OTR Community Council.

My residential neighbors will likely insist on having the Owners address all questions arising from a liquor permit. Ideally, this should be done before the Owners re-applies for a multi-pronged COA, inclusive of all zoning matters.

This proposal could easily be made community-friendly and respectful to residents. It is my belief that when the Owners re-adjust their proposal in accordance with the Urban Conservator's Recommendations and with those from residents, the Owners would be well on their way to operating a successful and appreciated business.

Thank you for your consideration.

Myra Greenberg

Johnson, Beth

From: Stefan Athanasiadis <samhill5215@gmail.com>
Sent: Friday, January 19, 2018 9:42 AM
To: Johnson, Beth
Subject: [External Email] 1536 Race

External Email Communication

Dear Ms. Johnson and Members of the Historic Conservation Board,

I am writing to register my objection to the request for conditional use approval to permit outdoor operation of the proposed bar at 1536 Race Street *until 2 AM 365 days a year*.

Over-the-Rhine is a residential neighborhood, not purely an entertainment district. Residential spaces are directly across the street and behind this proposed bar. An outdoor bar will be quite disruptive in that area, especially if it is open well past the hours permitted in the zoning code. In fact, at this time, that corner of the neighborhood is relatively quiet, contrary to the statement of the applicant.

We urge the board to respect the community plan and interests of people who have invested in and live in the neighborhood.

Please add my letter to the official record and provide copies to members of the board.

Thank you,

Stefan Athanasiadis
OTR Community Council Board member
124 W Elder St
Cincinnati, OH 45202

Johnson, Beth

From: Margy Waller <margywaller@gmail.com>
Sent: Thursday, January 18, 2018 10:25 PM
To: Johnson, Beth
Subject: [External Email] 1536 Race Street - Historic Conservation Board 1/22/2018

External Email Communication

Dear Ms. Johnson and Members of the Historic Conservation Board,

I am writing to register my objection to the request for conditional use approval to permit outdoor operation of the proposed bar at 1536 Race Street ***until 2 AM 365 days a year.***

Over-the-Rhine residents are welcoming of visitors and entertainment venues. But this is still a residential neighborhood, not purely an entertainment district. Residential spaces are directly across the street and behind this proposed bar. An outdoor bar will be quite disruptive in that area, especially if it is open well past the hours permitted in the zoning code. In fact, at this time, that corner of the neighborhood is relatively quiet, contrary to the statement of the applicant.

We urge the board to respect the community plan and interests of people who have invested in and live in the neighborhood.

Kindly add my letter to the official record and provide copies to members of the board.

Thank you,

Margy Waller
Over-the-Rhine
219 Magnolia Street
513-405-2426

1419-2(g): Hours of Operation. Within 100 feet of a residential district boundary line the use of outdoor areas is prohibited between Midnight and 7AM on Friday and Saturday and 10PM and 7AM on all other days, unless conditional use approval is obtained pursuant to the procedures. IF the applicant wants to use the patio on other times other than those outlined in the Zoning Code then a Conditional Use must be obtained.

The anticipated Hours of Operation will be 1100AM to 200AM, seven days a week for all spaces (Interior and Exterior). The anticipated activity associated with the operation will not negatively impact the areas adjacent to the property. In fact, this area is already quite active and the proposed concept will blend with that activity. We ask that a Conditional

Johnson, Beth

From: PETER HAMES <otrpete@icloud.com>
Sent: Thursday, January 18, 2018 9:39 PM
To: Johnson, Beth
Subject: [External Email] 1536 Race Street (Race and Liberty Bar)

External Email Communication

Dear Ms. Johnson,
I am an Over-the-Rhine resident.

I am unable to attend the January 22 Historic Conservation Board meeting where this project will be considered. In my place, I ask that you enter this message into the record.

I do not agree with several parts of the request.

1. Parking. Parking has been an issue for several years and continues to grow as a problem in Over-the-Rhine (OTR). I believe it is the number one problem in OTR and cries out for attention. Despite several regular requests from the residents, the city has taken no action to implement the long-promised parking study. Absent that comprehensive analysis, it does not make sense to me that developers continue to believe that the Washington Park garage will absorb the increasing demand for parking or that patrons will use the streetcar to travel to the new bar obviating the need for additional parking. I believe the project should accommodate the 16 required parking spaces.

2. Hours. Hours of operation. OTR is a mixed use neighborhood. We who live here—the residents—welcome workers and visitors to our neighborhood. OTR, however, is not intended to become an “entertainment district” with bars open until 2:00 a.m. each day of the week. The proposed closing times of 10:00 and midnight are more consistent with our comprehensive plan.

3. The south patio is, I believe, excessive. That space should be used for parking. It appears the the adjacent buildings on Race Street are residential. I don't believe those new residents would want to live above a patio open until 2:00 a.m. with entertainment.

Finally, as a personal observation, from the plans that I viewed online, it appears that the redeveloped building wants for adequate sunlight. I hope the developers will find design solutions that will naturally illuminate the interior of the building.

Thank you for your assistance in conveying this to the board members.

Respectfully submitted,

Peter Hames

Peter Hames
otrpete@icloud.com
(513) 684-9988



March 5, 2018

Historic Conservation Board
City of Cincinnati
Attn: Beth Johnson
805 Central Avenue Suite 500
Cincinnati, Ohio 45202

Re: Use Variance for the 1536-1540 Race Street in Over-the-Rhine

Dear Beth,

I am writing to express my concern and object to the request for a variance for an outside patio and entertainment venue at 1536-1540 Race Street. Not only would this proposed venue not benefit the neighborhood, it would be a detriment to the welfare of Over-the-Rhine residents.

This proposed location is next door to Prince of Peace Lutheran Church which has served the people of Over-the-Rhine and downtown Cincinnati since 1871. Placing a bar directly next door to Prince of Peace and across the street from the new St. Anthony Center, both of which predominantly serve our low-income and homeless population, is not in the interest of our community. In addition to providing a cold shelter to those who are homeless, Prince of Peace is a support for those within our community dealing with alcoholism, addiction, mental illness, and the various issues of cyclical poverty.

In addition to the noise disturbance this would cause for residents to have a bar with an outdoor patio, seating up to 100 people until 2am, and the strain it would put on street parking for residents, this proposal is an affront to the agencies rooted in this neighborhood and to those that they serve. I hope that the Historic Conservation Board will consider the needs of our low-income neighbors in making this decision.

Regards,

Jennifer Summers
Director
Peaslee Neighborhood Center

215 E. 14th St. Cincinnati OH 45202
(513) 621.5514

Date: 03-21-2017

Location: 1536-1540 Race Street

Request: Race and Liberty Bar with Out door patio

Zoning District: CC-P Over-the-Rhine Historic Conservation Overlay Zone.

Applicant Name: MSA Architects

Address: 316 W 4th Street Cincinnati OH

Dear: Mr. Schmidt

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project will be required to get a Certificate of Appropriateness from the Historic Conservation Board as it is in a Historic Conservation Overlay Zone and the changes to the façade and addition of a patio, rear addition and wall will require Historic Conservation Board Approval. Attached to this letter is a copy of the Certificate of Appropriateness Application and the required documents. Please submit 3 copies of the application and the Documents Required that are checked. When you submit the copies of the application, the Documents Required Sheet must be submitted as well.

Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

- 1419-2 (b) Location. Any outdoor area located within 100 feet of a residential district boundary line requires conditional use approval. As the property is within 100 feet of a residential district boundary it will be required to obtain a Conditional Use.
- 1419-21(c): Maximum Size. Within 500 feet of a residential district boundary line, the outdoor area may not exceed 50 percent of the indoor area accessible to the public. Additional area requires conditional use approval. The patio as proposed is larger than 50% on the interior space and a Conditional Use will be required.
- 1419-2 (g) Hours of Operation. Within 100 feet of a residential district boundary line the use of outdoor areas is prohibited between Midnight and 7 AM on Friday and Saturday and 10 PM and 7 AM on all other days, unless conditional use approval is obtained pursuant to the procedures. If the applicant wants to use the patio on other others rather than what is outlined in the Zoning code a Conditional Use must be obtained
- 1425-19: Off Street Parking and Loading Requirements: A bar and restaurant will require 1 space for 150 sf of both internal area and external patio area. Square foot calculations will have to be provided to staff for a direct calculation. As no on-site parking is being provided unless a covenant or easement provides the parking, either a numerical variance from the required number of parking spaces will be required or a special exemption for providing the parking through a lease.

- 1421-33 (b): Maximum Height: Fences and walls may not exceed six feet in Commercial Districts and may not exceed opacity of 50 percent. The proposed wall is higher than 6 feet tall and will be required to obtain a dimensional variance for height and a dimensional variance for the opacity.

If you choose to move forward with your proposed project as **planned** you will need to obtain zoning relief from the Historic Conservation Board. Attached to this letter is a copy of the **Zoning Hearing Application** for your review. Please submit 3 copies of the following items regarding the relief that is required of you.

1. For **Variations, Special Exceptions, Conditional Uses, Use Permits and Non-Conforming Use request** please include;
 - Completed Application for Zoning Relief
 - A letter indicating what you are doing and why
 - Site Plan (*to scale*)
 - General floor plans (*for new construction or building additions*)
 - And any other documents (*i.e. purchase agreements or consent letters from property owners*)

If you would like to access the City of Cincinnati Zoning Code please go to Title XIV of the Cincinnati Municipal Code. The Municipal Code can be accessed through a link on our department's webpage at <http://www.cincinnati-oh.gov/buildings/zoning-administration/>.

If you have any questions regarding the zoning hearing process or submission of your required documents, please contact Kasandra Maynes at 513-352-1559 or visit www.cincinnati-oh.gov/boards - select Zoning Hearing Examiner.

You may also contact me at the information listed below with zoning questions, concerns or to make an appointment.

Sincerely,



Beth Johnson
Urban Conservator
(p): 513-352-4848
(e): beth.johnson@cincinnati-oh.gov

CINCINNATI'S HISTORIC CONSERVATION OFFICE

Certificate of Appropriateness- Documents Required for Review

Historic Conservation Board Review- Application Requirements 3 complete hard copies and a digital copy provided on CD or emailed to beth.johnson@cincinnati-oh.gov

- Adjudication Letter from Historic Conservation Office.
- COA Application form
- A letter/narrative statement of intent and how the project meets the applicable guidelines
- The Hamilton County Auditors record or other documentation showing property ownership
- A letter/email of permission from the owner if a tenant applicant
- Hard copies of supporting documents at the time of the application. Drawings format of 11x17 or 12x18 is preferred.
- A list of the applicants' witnesses and expert witnesses who you expect to testify at the hearing or legal counsel, if any
- 8 business days before the hearing date 10 hard copies and a new digital copy in pdf or jpeg (if changes occurred to the initial submission) for the final board packet. Drawings must be formatted and retain the proper scale in 11x17 or 12x18.

Staff Review- Application Requirements

- COA Application form
- The Hamilton County auditors record, a copy of your or other documentation showing ownership of the property
- A letter of permission to do alterations if a tenant applicant
- Any applicable drawings or materials

Required for all New Construction, Major Alterations and Additions (including decks)

Site plans, elevations and/or perspectives, drawn at a scale with detail to show the location of improvements on the site and the architectural design and exterior appearance of buildings and structures on the site. These drawings and submission must include the following information (unless waived by the Urban Conservator):

- An index of drawings located on the first sheet
- A scale (graphic required)
- North arrows and Elevations labeled with NSEW, front side and rear labels
- Context Map showing the building and context
- Existing and proposed site plan including, north arrow, street names, building footprints, parcel lines, and setback dimensions from all property lines labeled
- All properties and their structures immediately adjacent to the site must also be included in the site plan; a site section and/or site elevations, including any adjacent properties, may be required for new construction.
- Existing and proposed elevation drawings, floor plans, roof plans (with chimney locations)
- Existing and proposed principal and accessory buildings, including location, dimensions, and height labeled;
- Driveways, sidewalks, walkways, terraces, and other paved surfaces;
- Existing and proposed accessory structures, including walls, fences, porches, lighting, signs, and other site improvements;
- Existing and proposed landscape areas and materials, if proposed to be altered;

- Proposed materials, textures, and colors. If the material is not a common material the applicant may be required to include samples of materials or color samples.
- Labeled photos of all sides of the building and a 1 block streetscape context in all directions
- Site line drawings for any roof additions and show drainage
- A color rendering, axonometric drawings and/or perspective of the proposed construction (required on infill projects)

Required if applicable to the project- Consult with the Urban Conservator on what will be required for your project

- Historic Sanborn Maps of the site
- Window brochures and cut sheet
- Roof product information (brochure)
- Garage door brochures
- Sample materials upon request
- Fence drawings of style, fence brochures or photo of a sample fence
- Signs; drawings, photo showing the sign on the building, mounting info, materials, colors and illumination
- Mature tree removal requires a letter from an arborist stating its poor health
- All written correspondence submitted by the applicant and other affected persons
- Tentative project schedule
- Number of residential units and /or square feet of commercial space

Demolition (full or partial)

- Demolition Case Sheet unless otherwise not required by the Urban Conservator

Variance/Condition Use/Special Exemption

- Zoning Relief Application
- Written statement explaining how your project meets the standards for all relief requested.
- All required documents listed in the Zoning Relief Application

For additional questions contact Beth Johnson, Urban Conservator at 513-352-4848 or urban.conservator@cincinnati-oh.gov

** Note: The aforementioned information is general in nature. Additional information may be required by the Urban Conservator.*

Caleb Herrick

From: Adam Gelter <agelter@3cdc.org>
Sent: Thursday, December 07, 2017 2:58 PM
To: Susana Tolentino; Caleb Herrick
Subject: RE: Race and Liberty

Caleb,

You have our permission to file the application for zoning relief for 1536-1540 Race Street.

Adam

Adam Gelter, EVP, Development
agelter@3cdc.org
p: 513-977-8004
f: 513-621-5900



1203 Walnut Street, 4th Floor
Cincinnati, OH 45202

3CDC.org
myfountainsquare.com
washingtonpark.org
memorialhallotr.com
zieglerpark.org

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender immediately. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



II Centennial Plaza
 805 Central Avenue, Suite 500
 Cincinnati, Ohio 45202
 Monday- Friday 7:30 am--4 pm
 (513) 352-4848
 Beth.Johnson@Cincinnati-OH.gov

Office Use Only	
Application #:	_____
Date Accepted:	_____
<input type="checkbox"/> Staff Review	<input type="checkbox"/> Board Review
<input type="checkbox"/> Paid:	_____
Date Perfected:	_____
Hearing Date:	_____

CERTIFICATE OF APPROPRIATENESS APPLICATION

SUBJECT PROPERTY

Site Address: 1536-1540 RACE STREET CINCINNATI, OHIO 45202
 Hamilton Co. Parcel ID No.: 081-0004-0004-00 Zoning District: CC-P
 Historic District: OVER-THE-RHINE Overlay District: CINCINNATI HISTORIC OVERLAY

APPLICANT INFO PROPERTY OWNER OTHER ARCHITECT (AGENT, ATTORNEY, ARCHITECT, ETC.)

Name: MSA ARCHITECTS
 Contact Person (if legal entity): Caleb Herrick
 Address: 316 WEST FOURTH STREET, FLOOR 6
 City: CINCINNATI State: OHIO Zip Code: 45202
 Phone: 513-241-5666 E-mail: cherrick@msaarch.com

PROPERTY OWNER INFO SAME AS ABOVE

Name: OTR HOLDINGS, INC.
 Contact Person (if legal entity): SUSANA TOLENTINO
 Address: 1203 WALNUT STREET, FLOOR 4
 City: CINCINNATI State: OHIO Zip Code: 45202
 Phone: 513-977-8821 E-mail: stolentino@3CDC.org

CERTIFICATE OF APPROPRIATENESS (SELECT ALL THAT APPLY)

- New Construction Alteration Demolition

Provide a very brief summary of the project:
 THIS PROJECT IS AN INTERIOR BUILDOUT OF A RESTAURANT/BAR WITH NEW BUILDING ADDITION AND FRONT AND REAR PATIOS.

ZONING RELIEF Yes No

Provide a very brief summary of the zoning relief requested:
 CONDITIONAL USES FOR: OUTDOOR AREAS WITHING 100 FT OF RESIDENTIAL DISTRICT, HOURS OF OPERATION FOR OUTDOOR PATIOS, AND MAXIMUM SIZE OF OUTDOOR PATIOS.
 VARIANCE FOR HEIGHT AND OPACITY OF WALL. VARIANCE FOR PARKING SPACES.

SUBMISSION REQUIREMENTS & REQUIRED ATTACHMENTS

Demolition requests must include all required demolition forms.
 All applications that include requests for zoning relief must include a zoning hearing application.
 All persons seeking historic tax credits must provide a copy of their approved part II tax credit application.

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature: Caleb Herrick Date: 12/8/2017

ZONING HEARING EXAMINER

Application for Zoning Relief

Office Use Only
Case Number: _____

Hearing Date: _____

Section 1. SUBJECT PROPERTY

ADDRESS 1536-1540 RACE STREET CINCINNATI, OHIO 45202 COMMUNITY OVER-THE-RHINE
PARCEL ID(S) 081-0004-0004-00
BASE ZONING CLASSIFICATION CC-P ZONING OVERLAY (if applicable) CINCINNATI HISTORIC OVERLAY
 Non-Residential Project Residential Project (RCO) One -, Two -, and Three- Family Dwelling

Section 2. APPLICANT

NAME MSA ARCHITECTS CONTACT PERSON (if legal entity) CALEB HERRICK
ADDRESS 316 WEST FOURTH STREE, FLOOR 6 CITY CINCINNATI STATE OHIO ZIP 45202
EMAIL cherrick@msaarch.com RELATIONSHIP TO OWNER (if not owner) ARCHITECT
TELEPHONE 513-241-5666

Section 3. OWNER

NAME OTR HOLDINGS, INC. CONTACT PERSON (if legal entity) SUSANA TOLENTINO
ADDRESS 1203 WALNUT STREET, FLOOR 4 CITY CINCINNATI STATE OHIO ZIP 45202
EMAIL stolentino@3CDC.org RELATIONSHIP TO OWNER (if not owner) REPRESENTATIVE
TELEPHONE 513-977-8821

Section 4. NATURE OF RELIEF REQUESTED. (select all that apply)

- Variance Use Variance Special Exception Conditional Use
 Expansion or Substitution of Non Conforming Use Hillside Overlay District Permission
 Urban Design Overlay District Permission DD District Phased Development Approval

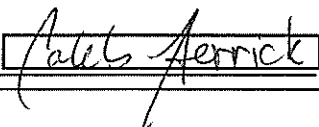
Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)

THIS PROJECT IS AN INTERIOR BUILDOUT OF A RESTAURANT/BAR WITH NEW BUILDING ADDITION AND FRONT AND REAR PATIOS.

Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.

You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

Section 7. SIGNATURE. The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.

Print Name CALEB HERRICK Signature  Date 12/8/2017

Section 8. ADDITIONAL DOCUMENTATION SUBMISSION REQUIREMENTS.

Submit three copies and one digital copy of the following documentation. If you fail to complete the application or provide all information requested, your application may be denied.

<input checked="" type="checkbox"/>	Submit three (3) copies and one (1) digital copy of the documents listed below. *A digital copy is a cd, thumb drive, etc... Do not email documents.
<input checked="" type="checkbox"/>	Denial letter from Zoning Department, or signed letter from a Zoning Plans Examiner.
<input checked="" type="checkbox"/>	Written statement required in Section 6 of application.
<input type="checkbox"/>	Applications requesting development permission in a Hillside Overlay District must meet the additional requirements found in Cincinnati Municipal Code 1433-15. Please ensure your application meets these requirements.
<input checked="" type="checkbox"/>	Survey plats, site plans, or other accurate drawings showing boundaries, dimensions, areas, topography, and frontage of the property involved, as well as the location and dimensions of all structures existing and proposed from the nearest property lines. When landscaping is required by the zoning code, a landscaping plan must also be provided.
<input checked="" type="checkbox"/>	Plans, architectural drawings, photographs, elevations, specifications, and other detailed information fully depicting the exterior appearance of the existing and proposed construction, including parking and access, exterior lighting, landscaping, and signs involved in the application.
<input type="checkbox"/>	If the Hamilton County Auditor's official records do not list the applicant or owner as the owner of the property, please provide a lease, contract to purchase, or other agreement demonstrating the applicant or owner's legal basis to seek the relief requested.
<input checked="" type="checkbox"/>	Other documents or information you intend to introduce at the hearing on this application.
<input type="checkbox"/>	A list of witnesses and expert witnesses who you expect to testify at the hearing on this application.
<input checked="" type="checkbox"/>	A non-refundable application fee. The fee must be paid with a check made payable to "City of Cincinnati." Fees are as follows: Use Variances - \$900; Residential Projects (RCO) One -, Two -, and Three- Family Dwelling - \$300; Non-residential Projects (Non-RCO) - \$500.

To help avoid delays, it is strongly suggested that you present your application to neighboring property owners and any interested neighborhood community groups prior to the hearing on your application. This will give you a prior opportunity to address your neighbors' concerns or objections and can facilitate the approval of your application.

2/7/2018

Beth Johnson
City of Cincinnati
805 Central Avenue, Suite 500
Cincinnati, OH 45202

**Re: Zoning Relief Summary
1536-1540 Race Street
Race and Liberty Bar with Outdoor Patio(s)
CC-P Over the Rhine Historic Conservation Overlay Zone**

Dear Beth:

In response to the “tabling” from our last board meeting, we offer the following updates. This is our re-submittal for the above referenced project of which we are required to obtain Zoning Variances/Conditional Use Approvals and a Certificate of Appropriateness from the Historic Conservation Board due to it being located within a Historic Conservation Overlay Zone. The following is our written, updated statement/response and our request for the zoning relief/variances required for the project.

1. 1419-21(b): (Outdoor Area Location) Any outdoor area located within 100 feet of a residential district boundary line requires conditional use approval. As the property is located within 100 feet of a residential district boundary it will be required to obtain a Conditional Use.

The proposed outside areas do not impact the historical characteristics of the existing building or area and are additive. The Patio on the South has been heavily screened with a fence and landscaping while the Patio to the north is adjacent to the Liberty Street sidewalk and sits on a very active intersection with traffic and a street car stop.

Given there will be minimal impact on neighboring properties, we ask a Conditional Use be granted for these outdoor spaces. Furthermore, the owner is in the process of finalizing a “Good Neighbor Agreement” with the adjacent residential property owners under which if future issues arise from the location of the outdoor patio(s) the owner will work with the residences to mitigate/correct those issues to their satisfaction. We have attached a copy of this agreement which will be finalized before the next hearing. A copy of the finalized signed agreement will be provided to you for your records prior to the historic hearing.

2. 1419-21(c) – (Outdoor Area: Maximum Size) – Limited or full service restaurants and drinking establishments – maximum size. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public. The outdoor area is approximately 91% of the interior area. A conditional use for the two patios size of 2,097sf is required.

CINCINNATI
316 West Fourth Street
Floor 6
Cincinnati, Ohio 45202
T 513.241.5666
F 513.241.0978

Toll Free 855.241.5666

COLUMBUS
14 East Gay Street
Suite 300
Columbus, Ohio 43215
T 614.300.3357
F 866.545.8073

www.msaarch.com

There are two outside areas on two sides of the building. One is more open, located on Liberty and the other in an adjacent courtyard, screened from the sidewalk. The building is small at 2303 SF. The proposed concept is as much interior as it is exterior and the outdoor areas are crucial to the long term success of the project. The proposed exterior space (total) is 2097 SF.

Given the open patio is located on a fairly active, congested intersection with a street car stop, it will only add and enhance the activity at this corner. The screened patio will be a more-low key and focused to the interior. These proposed outside areas do not impact the historical characteristics of the existing building and are additive.

We understand approval is somewhat tied to the owner's effort to secure parking. Please refer to the parking variance request (#4) below. A shared parking agreement has been reached with 3CDC for the parking lot to be placed across the street (due West). In addition, please refer to our response above under item #1 concerning the "Good Neighbor Agreement."

Given there will be minimal impact on neighboring properties, we ask a Conditional Use be granted for the size of these outdoor spaces.

3. 1419-21 (e) – (Outdoor Entertainment) – Limited or Full Service Restaurants and Drinking Establishments – Entertainment. Within 500 feet of a residential district boundary, entertainment, including the use of audio/visual equipment or amplified sound requires a conditional use.

There will be no outdoor entertainment or audio visual equipment on either patio. The request for a conditional use has been withdrawn and is not required.

4. 1419-2(g): Hours of Operation. Within 100 feet of a residential district boundary line the use of outdoor areas is prohibited between Midnight and 7AM on Friday and Saturday and 10PM and 7AM on all other days, unless conditional use approval is obtained pursuant to the procedures. IF the applicant wants to use the patio on other times other than those outlined in the Zoning Code then a Conditional Use must be obtained.

The anticipated Hours of Operation will be 1100AM to 200AM, seven days a week for all spaces (Interior and Exterior). The anticipated activity associated with the operation will not negatively impact the areas adjacent to the property. In fact, this area is already quite active and the proposed concept will blend with that activity. We ask that a Conditional Use be granted for the proposed hours of operation.

Per item #1 above, the owner has been meeting and working with the property owners of the adjacent residential district. Through discussions, all parties have agreed to enter a "Good Neighbor Agreement." We have attached a copy of this agreement which will be finalized before the next hearing. A copy of the finalized signed agreement will be provided to you for your records prior to the historic hearing.

5. 1425-19: Off Street Parking and Loading Requirements. A Bar and Restaurant Use will require 1 spot per 150 square feet of both internal area and external patio area. Square foot calculations will have to be provided to staff for a direct calculation. As no on-site parking is being provided unless a covenant or easement provides the parking, either a numerical variance from the required number of parking spaces will be required or a special exemption for providing the parking through a lease.

Per the Cincinnati Zoning Code for an CC-P District, the general purpose of these districts are to:

- ***Identify, create, maintain and enhance areas suitable for a wide variety of commercial and institutional uses along major transportation corridors and in shopping districts or centers. Although these centers may reflect elements of both pedestrian- and auto-oriented development, they typically accommodate larger-scale retail and commercial service uses, such as auto-related businesses and recreation and entertainment, as well as a variety of public and semi-public uses. Future development must reflect a complementary and compatible mix of uses, and may include residential uses.***
- ***The pedestrian district designation is intended for areas with a traditional urban character, where buildings are required to be built to the street or sidewalk line, to provide a close relationship between pedestrians and shops. Design standards will reinforce this character and require treatments that provide an interesting pedestrian environment. This designation may apply to some areas where a few auto-oriented uses exist, but where restoring the pedestrian character is specified in a community plan or other documentation approved by the Planning Commission.***

We believe the proposed use would enhance the neighborhood and add to the continued re-development of OTR. The building is land-locked, there is no on-site space to allow for off-street parking to occur. However, the project is located two blocks of a major parking garage at Washington Park and has a street car stop right in front of the building.

The total area for the project is 4,400 SF (interior and exterior space). The building is zoned CC-P and, therefore, we are permitted to reduce this area by 2,000 SF as it relates to the calculation for required parking. Based on 2,400 SF at 150SF/Space, 16 parking spaces are required. We believe nearly all customers coming to the proposed establishment will arrive by via pedestrian, streetcar/public transportation or paid transportation (Uber/Taxi). The need for off-street parking will be minimal, if at all. In addition, there is not a high demand for the existing on street parking.

Since our last hearing, the owner and 3CDC have agreed to enter an agreement to share 8 spaces in a proposed (to be built) parking lot to be located across the street (west of the project). Given that additional public parking is available and within a reasonable walking distance (2 blocks), the lack of parking will not infringe or detract from the needs of the adjacent property owners/uses. In addition, there is a street car stop directly in front of

the proposed project which will connect the building to additional public parking located all over the City.

An unsigned copy of the lease is attached. As with the Good Neighbor Agreement, it is our intent to have a fully executed agreement submitted to you prior to the board hearing scheduled for Feb. 26th.

Based on the above, we are requesting a variance for the remaining required 8 spaces.

Given the update provided above, we request our project be added to the agenda for the Historic Board Hearing scheduled for February 26th.

As previously noted, we will provide fully executed parking and good neighbor agreements to you prior to the hearing on the 26th. Draft copies of these agreements are attached for your use in the meantime.

Please let us know if you have any additional questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Keith B. Hall". The signature is written in a cursive, slightly slanted style.

Keith B. Hall, AIA NCARB
Principal

OTR Design Guidelines:

The existing building is located at the corner of Liberty and Race Streets in Over the Rhine. The building is currently unoccupied with the most recent use being a laundromat. The building is a 2,300 SF single story structure with load bearing brick walls and a wood joist roof system. Although the building mostly faces Liberty Street, the front of the building is to Race Street. There are two empty lots, one to the north and one to the south, which will be combined with this lot.

Proposed improvements to the building are based on a restaurant/bar use. The existing building will remain with the prominent building front/entrance to Race St. (as it exists today). The two existing wall openings on the Race Street Façade will be maintained with a new door installed (cut in) at the Northwestern Corner. The following outlines four justifications for moving the door:

1. Given the property line aligns with face of the building, the door cannot swing out and cross the line (per the building code) and therefore is required to be recessed.
2. Recessing the door at this location is technically infeasible given the existing water service point of entrance is also located here and must enter the building on this side.
3. Relocating the door to the Northwest corner of the opening allow the door to be recessed and ramp to the sidewalk to allow to create an accessible entrance (ADA Compliant).
4. The two openings as they exist will be maintained in size and height as well as all the brick detailing around them. The existing windows are missing. The intent is to fill the openings with movable glazing to allow the inside to open to the outside.

As previously noted, the two empty lots located on the north and south sides of the building have been combined the primary building lot. The lot to the south will primarily be utilized as an outdoor patio and provide space for an addition which will predominately provide space for restrooms which are required for the proposed use. This restroom building will not have any frontage on either Liberty or Race Streets. The outdoor patio will be screened with a full height brick screenwall at the same height as the existing building. The north patio will be covered with a trellis like structure, but mostly open to Race and Liberty Streets.

Nearly all the existing architectural character of this building is on the Race Street façade and primarily found in the brick details as well as the existing openings. The liberty street façade currently has a large mural painted onto the existing "purged" surface. The intent is to completely remove this mural, repair the surface, and re-paint. We do not believe the mural has any historical significance other than depicting the culture of the neighborhood. In fact, it functions as more of a billboard pointing the Ollies Trolley establishment further down on Liberty Street.

The proposed project is located in a CC-P district with the OTR Historical Overlay. The proposed use is a permitted use within the CC-P designation. Per the Cincinnati Zoning Code, the general purpose of commercial districts are as follows:

- Encourage the creation of new and the enhancement of existing commercial districts serving adjacent residential neighborhood areas.
- Encourage the creation of neighborhood activity centers as focal points along transportation corridors.

- Encourage quality and variety in building and landscape design as well as compatibility in use and form, where appropriate.
- Establish appropriate standards for reviewing proposals for new development and redevelopment, where appropriate, in commercial areas.
- Allow certain limited mixed commercial/residential uses, where appropriate.
- Maintain and enhance existing commercial districts, giving special consideration to type, scale, intensity and access. *CC Commercial Community*. To identify, create, maintain and enhance areas suitable for a wide variety of commercial and institutional uses along major transportation corridors and in shopping districts or centers. Although these centers may reflect elements of both pedestrian- and auto-oriented development, they typically accommodate larger-scale retail and commercial service uses, such as auto-related businesses and recreation and entertainment, as well as a variety of public and semi-public uses. Future development must reflect a complementary and compatible mix of uses, and may include residential uses.
- Community Character - Pedestrian. This district designation is intended for areas with a traditional urban character, where buildings are required to be built to the street or sidewalk line, to provide a close relationship between pedestrians and shops. Design standards will reinforce this character and require treatments that provide an interesting pedestrian environment. This designation may apply to some areas where a few auto-oriented uses exist, but where restoring the pedestrian character is specified in a community plan or other documentation approved by the Planning Commission.

The proposed project complies with all guidelines related to setbacks/building placement (1409-17) as well as Figure 1409-19-B for outdoor eating areas. Given we have limited frontage (21') and are maintaining the existing opening, we do not fully comply with the requirements set forth in 1409-23 for ground floor transparency.

Please note, this building is listed within the Over the Rhine Historic District Guidelines as a noncontributing structure. Even though the building has this designation, we believe we are preserving the general character of the building and providing an enhancement to the neighborhood.

Good Neighbor Agreement

THIS GOOD NEIGHBOR AGREEMENT (this "Agreement"), is made effective as of March _____, 2014 among DSWDWK, LLC, an Ohio Limited Liability Corporation ("Tenant"), 1429 Race, LLC, an Ohio Limited Liability Corporation ("Owner"), and the Residents of Over-The-Rhine ("Residents").

The Tenant, d/b/a/ "Taft's Ale House", is a brewery and restaurant/bar that will be operating at 1429 Race Street, Cincinnati, Ohio 45202 ("Premises"). The Tenant will hold a **(TYPE)** of liquor license by the Ohio Division of Liquor Control.

The Tenant and Owner hereby propose the following Agreement for the purpose of maintaining a positive relationship with the existing community and to help minimize nuisance activity in and around Taft's Ale House.

TERMS FOR AGREEMENT

1. The Tenant does not foresee any issues with security at the Premises, but has agreed to hire a door attendant to work Friday and Saturday nights. The Tenant intends for the door attendant to ensure that any patrons entering/leaving the Premises will not be a nuisance while leaving the Premises. The door attendant will also help to control the location of smoking patrons to the North side of the Premises on 15th Street, deter loitering, and help reduce any outside noise.
2. The Tenant will be producing several types of waste from the restaurant and brewery operations. The Tenant and Owner have agreed to place a trash and recycling dumpster in an enclosed area on the lot at 15th & Race Streets. The temporary structure will be set on a concrete slab and hidden from street view by a tall wooden fence. The dumpster area will be kept locked at all times and no trespassers will be able to access the area. The dumpster will be used temporarily until the construction of the planned development is complete, which will include a permanent dumpster area. The dumpsters will be serviced as needed, up to once a day if necessary. The Tenant further agrees to not leave any trash or recycling in the alley behind the Premises for any length of time, on the south side of the Premises, or on any sidewalk surrounding the Premises.

The Tenant will also produce grease from its kitchen operations. The grease will be stored in the grease trap that will be serviced (at least) quarterly by an outside service. The Tenant further agrees to clean any kitchen equipment, such as floor mats, in an enclosed mop room in the Premises, and to not clean any of this equipment in the alley behind the Premises or south of the Premises.

During the brewing process, each day there will be spent grain produced. The Tenant is working to develop relationships with local farmers who will pick-up the spent grain daily and use it as feed for livestock. The spent grain will be stored inside the Premises until it is picked up.

3. Tenant agrees to minimize noise levels to the best of their ability, by agreeing that there will not be any DJs or live amplified music performances at the Premises. The Tenant will also not have any outdoor speakers.
4. The Tenant expects there to be weekly deliveries for both the restaurant and brewery operations during normal daytime hours. The Tenant will instruct all deliveries to be made through the first floor door on 15th Street. The Tenant will work with the City of Cincinnati to change the area on 15th Street in front of the Premises to a commercial loading zone.
5. The Tenant and Owner have no intention of disturbing the sideyard between the Premises and Bakery lofts.
6. All restaurant and brewery smells will be exhausted through the roof and expelled at an elevation higher than all residential buildings.
7. The Tenant will refuse admittance to anyone appearing to be under the influence of alcohol or drugs and will not over-serve any patrons.
8. The Tenant will use its best efforts to discourage and remove persons loitering outside the premises, including times when the business is not open. The Tenant will also enforce a no trespassing policy during the hours the restaurant/brewery is not operating.
9. The Tenant agrees to provide regular and routine maintenance to the exterior of the premises including window cleaning, cleaning the sidewalks, maintaining a clean alley at the south end of the Premises, etc.
10. The windows on the southern and western sides of the Premises will remain closed at all times to help reduce any noise transferring outside towards the Residents.
11. Customer parking will be directed to the Washington Park Garage or to use valet parking. The Tenant has no intention to alter the current on-street parking scenario. In the future the Owner anticipates most of the parking to be North of the Premises.
12. The Tenant will have the opportunity to participate in valet parking at the corner of 14th & Race Streets. This location will also offer valet parking for Salazar's, Zula, and Anchor.
13. During the hiring process, the Tenant will begin by first engaging OTR residents. The Tenant will work with Cincinnati Works, Cincinnati Cooks, Super Jobs, and the Urban League during the hiring process.
14. The Tenant will encourage all of their employees to not park on the residential streets to park in the Washington Park Garage.
15. The Tenant will not block the public alley behind the Premises at any time and will instruct all employees, deliveries, etc. to keep the alley clear.
16. The Tenant will maintain a monthly contract with a pest control company to ensure that there are not any issues with pests surrounding the exterior of the Premises.

The Owner and Tenant are committed to working with neighborhood residents and will be responsive to any issues. The Owner and Tenant also acknowledge that some things may be out of their hands, but plan to do everything within their power to resolve any concerns from the neighbors.

Any concerns during construction can be directed to Nick Dewald. Concerns that arise after the brewpub is operating should be directed to the manager. If the matter needs further assistance, please contact Katie Perica.

Nick Dewald: ndewald@3cdc.org

Manager:

Katie Perica: kperica@3cdc.org

BULK PURCHASE AGREEMENT

This Bulk Purchase Agreement (hereinafter "**BPA**") is made and entered into by and between _____, an Ohio nonprofit limited liability company ("**Manager**"), and _____, ("**Purchaser**") to provide parking at the _____ Garage located at _____ street, Cincinnati, Ohio 45202.

WITNESSETH:

In consideration of the monthly parking fees to be paid, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, Manager does hereby grant Purchaser the right to access such number of parking spaces for purposes of contracted monthly parking as Purchaser may from time to time request, according to the conditions of this BPA as follows:

1. **Premises:** The monthly spaces being purchased consist of up to _____ (____) unreserved parking spaces within the _____ Garage located at _____ Street, Cincinnati, Ohio 45202 ("**Premises**"), to be used by Purchaser as parking for Purchaser's offices located at _____ ("**Office**").

2. **Base Term:** This BPA shall commence as of the earlier of (i) _____ or (ii) the date Purchaser begins to conduct business in the Office ("**Commencement Date**"). The initial term ("**Base Term**") of the BPA shall commence on the Commencement Date and continue for a period of _____ months, unless terminated earlier or extended further as provided in this BPA.

3. **Rent:**

(a) The monthly rate for use of one parking space ("**Space Rent**") is _____ and No/100 Dollars (\$____) per month, subject to escalation as follows:

(i) On _____ of each year, provided that Manager gives Purchaser no less than thirty (30) days' prior written notice, Manager may increase the monthly Space Rent charged. Any annual rate increase shall not exceed Five Percent (5%) of the prior calendar year's Space Rent.

(b) The Space Rent for any parking spaces that Purchaser requests for no more than one-half (1/2) of a month shall be equal to fifty percent (50%) of the Space Rent for a full month. For example, if the Space Rent for a full month is One Hundred Ninety-Five and No/100 Dollars (\$195.00), then the Space Rent for one-half (1/2) of a month is Ninety-Seven and 50/100 Dollars (\$97.50).

(c) Purchaser shall notify Manager regarding the number of parking spaces Purchaser will require in any given month on or before the first day of the

preceding month. For example, Purchaser will provide to Manager its designated number of spaces for the month of August on or before July 1. In the event that Purchaser does not provide notice to Manager of its parking space requirements for a particular month, the monthly requirement from the previous month shall remain in effect. **The Manager is under no obligation or rent more than eight (8) spaces to Purchaser.**

- (d) Purchaser's monthly rental ("**Rent**") payment to Manager shall be the product of the then-current Space Rent multiplied by the total number of parking spaces that Purchaser requests for a particular month.
- (e) Manager shall send an invoice to Purchaser for Purchaser's upcoming Rent on or about the fifteenth (15th) day of each calendar month. Purchaser shall send payment to Manager within fifteen (15) days after Purchaser's receipt of such invoice.

4. **Relocation:** Effective as of the first day of the Base Term Manager may relocate all of the parking spaces assigned to Purchaser to another parking facility operated by an affiliate of the Manager within a 600 foot radius of _____, provided that Manager must notify Purchaser of such intended relocation no less than thirty (30) days prior to the commencement of the First Renewal Term ("**Relocation Notice**").

5. **Third-Party Parking Management and Payment:** Manager may, at its sole discretion, enter into a management agreement with a third-party parking management company ("**Parking Manager**") to manage the Premises. If Manager chooses to enter into any such agreement, Manager shall require the third-party management company to honor the terms set forth in this BPA. Purchaser agrees to enter into a separate agreement with Parking Manager and pay the Parking Manager directly for the leased spaces, and such separate agreement shall be identical to this BPA, except that the Parking Manager shall take the place of Manager therein.

6. **Purchaser's Indemnification:** Purchaser hereby indemnifies, defends, and holds harmless Manager and its affiliates, owners, partners, directors, officers, agents, and employees ("**Manager Indemnified Parties**") from and against any and all Losses (defined below) to the extent same arise from or in connection with (a) any act, omission or negligence of any or all of Purchaser or Purchaser Indemnified Parties; (b) any breach by Purchaser of any of its warranties and representations under this BPA or any breach or default on the part of Purchaser in the performance of any covenant contained in this BPA, including but not limited to covenants pertaining to compliance with Laws; and (c) claims for work or labor performed or materials supplies furnished to or at the request of any or all of Purchaser or Purchaser Indemnified Parties. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (excluding consequential and other indirect damages, such as lost profits, as well as punitive damages, penalties, fines, liabilities, suits, administrative proceedings, costs and fees, including, without limitation, reasonable attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this paragraph shall survive the expiration or termination of this BPA.

7. **Manager's Indemnification:** Manager hereby indemnifies, defends and holds harmless Purchaser and its respective affiliates, owners, partners, directors, officers, agents and employees (collectively "**Purchaser Indemnified Parties**") from and against any and all Losses to the extent arising from or in connection with (a) any act, omission, or negligence of any or all of Manager, Manager Indemnified Parties, or Manager's invitees; (b) any breach by Manager of any of its warranties and representations under this BPA or any breach or default on the part of Manager in the performance of any covenant contained in this BPA, including but not limited to covenants pertaining to compliance with Laws; and (c) any liability for environmental contamination or non-compliance with environmental Laws which is not caused by or contributed to by Purchaser or its officers, directors, agents or employees. The provisions of this paragraph shall survive the expiration or termination of this BPA.

8. **Default:**

- (a) Default by Purchaser: Purchaser shall be deemed to be in breach of this BPA if (i) Purchaser fails to make any payment of Rent required to be made to Manager hereunder, as and when due, and such failure shall continue for a period of ten (10) business days after Manager notifies Purchaser in writing of such failure; or (ii) Purchaser fails to observe or perform any of the covenants, conditions, or provisions of this BPA to be observed or performed by Purchaser, other than the payment of sums due hereunder, and such failure shall continue for a period of thirty (30) days after written notice thereof from Manager to Purchaser; provided, however, that if the nature of Purchaser's default is such that more than thirty (30) days are reasonably required for its cure, then Purchaser shall not be deemed to be in default if Purchaser commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- (b) Default by Manager: Manager shall be deemed to be in breach of this BPA if Manager fails to observe or perform any of the covenants, conditions, or provisions of this BPA to be observed or performed by Manager, and such failure shall continue for a period of thirty (30) days after written notice thereof from Purchaser to Manager; provided, however, that if the nature of Manager's default is such that more than thirty (30) days are reasonably required for its cure, then Manager shall not be deemed to be in default if Manager commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

9. **Remedies:**

- (a) Cure Remedies Upon Default: If Purchaser is in breach of this BPA, Manager may (but shall not be obligated to) cure such breach at the expense of Purchaser, upon compliance with any notice requirements and cure periods set forth herein, and such expense incurred shall be deemed additional Rent. If Manager is in breach of this BPA, Purchaser may (but shall not be obligated to) cure such breach at the expense of Manager, upon

compliance with any notice requirements and cure periods set forth herein, and Purchaser may deduct such expense incurred from the next installment of Rent.

- (b) Manager's Remedies Upon Breach: In the event Purchaser is in default of this BPA beyond any applicable notice and cure period, Manager, at its option, in addition to all other rights and remedies provided in this BPA, terminate this BPA and Purchaser's right of possession of the Premises. Manager shall be entitled to recover from Purchaser such sums as have accrued under this BPA along with such other amounts and damages as may be available at law or in equity.
- (c) Purchaser's Remedies Upon Breach: In the event Manager is in breach of this BPA beyond any applicable notice and cure period, Purchaser, at its option, in addition to all other rights and remedies provided in this BPA, terminate this BPA and exercise and pursue all rights and remedies available at law or in equity.

10. **Manager's Covenants**: Manager represents and covenants that (a) it has full right and authority to execute this BPA for the Term and upon the conditions herein contained, (b) there are no restrictive covenants, zoning or other ordinances or regulations prohibiting Purchaser's use of the Premises and (c) Purchaser, upon performing all of its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises for the Term. Manager warrants that the Premises comply with all applicable laws as of the date of this BPA.

11. **Holdover**: In the event Purchaser holds over after the expiration of the Term, a month-to-month purchase contract subject to all other terms and conditions hereof shall be created, which may be terminated by either party with thirty (30) days prior written notice.

12. **Non-Recourse to Manager's Sole Member**: This BPA is and shall be, in the absence of fraud or willful misconduct by Manager, non-recourse to the sole member of Manager, Cincinnati Center City Development Corporation ("**3CDC**"), and to the managers, members, directors, officers, agents and representatives of 3CDC. This section is of the essence of this BPA and Manager would not have entered into this BPA but for its inclusion.

13. **Applicable Law**: This BPA and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio.

14. **Notices**: Any notice required to be given in writing by either party pursuant to this BPA shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Manager or Purchaser may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received:

If to Manager: _____
1203 Walnut Street
Cincinnati, Ohio 45202
Attn: President

If to Purchaser: _____

With a copy to: _____

Waiver: A failure or delay of either party to require strict performance or to enforce a provision of this BPA shall not be construed as a waiver or continuing waiver of any provision of this BPA.

15. **Entire Agreement:** This BPA constitutes the entire agreement of the parties and shall supersede any previously executed agreements, whether oral or written, with respect to the subject matter set forth herein.

16. **Attorneys' Fees:** Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

17. **Parties Bound:** Except as otherwise expressly provided for in this BPA, this BPA shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. No obligation of Manager or Purchaser shall arise under this BPA until the instrument is signed by, and delivered to, both Manager and Purchaser.

18. **Survival:** Upon the expiration or other termination of this BPA, neither party shall have any further obligation or liability to the other except as otherwise expressly provided in this BPA and except for such obligations as, by their nature or under the circumstances can only be, or by the provisions of this BPA, may be performed after such expiration or other termination.

19. **Severability; Construction; Counterparts:** Each provision of this BPA shall be severable from all other provisions, and if any provision of this BPA shall be invalid or unenforceable, the remainder of this BPA shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this BPA are solely for convenience or reference and shall not affect its interpretation. Both Manager and Purchaser have had the opportunity to be represented by legal counsel in negotiating this BPA, and this BPA shall be construed without regard to any presumption or other rule requiring construction against the party causing this BPA to be drafted. All terms and words used in this BPA, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This BPA may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bulk Purchase Agreement has been duly executed in two (2) counterparts, each of which constitutes a separate and binding agreement.

MANAGER:

_____, an Ohio nonprofit limited liability company

By: _____

Name:

Title:

PURCHASER:

By: _____

Name:

Title:

Race and Liberty Bar

Dan Wright / 3CDC

1536-1540 RACE STREET
CINCINNATI, OH 45202

02/07/2018

OWNER:

OTR HOLDINGS, INC.

1203 WALNUT STREET, FLOOR 4
CINCINNATI, OH 45202
(T): 513-977-8821

ARCHITECT:

MSA ARCHITECTS

316 W. FOURTH STREET
6TH FLOOR
CINCINNATI, OH 45202
(T): 513 241-5666
www.msaarch.com

MSA Architects
CINCINNATI 316 West Fourth St. Floor 6 Cincinnati, OH 45202 513.241.5666
COLUMBUS 14 East Gay St. Suite 300 Columbus, OH 43215 614.300.3357
Toll Free 855.241.5666
www.msaarch.com

AIA Ohio
GOLD MEDAL FIRM

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NOT FOR CONSTRUCTION

Race and Liberty Bar
Dan Wright / 3CDC
1536-1540 RACE STREET
CINCINNATI, OH 45202

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DATE ISSUED

NO. DATE REVISION

PROJECT NO. **16176.00**

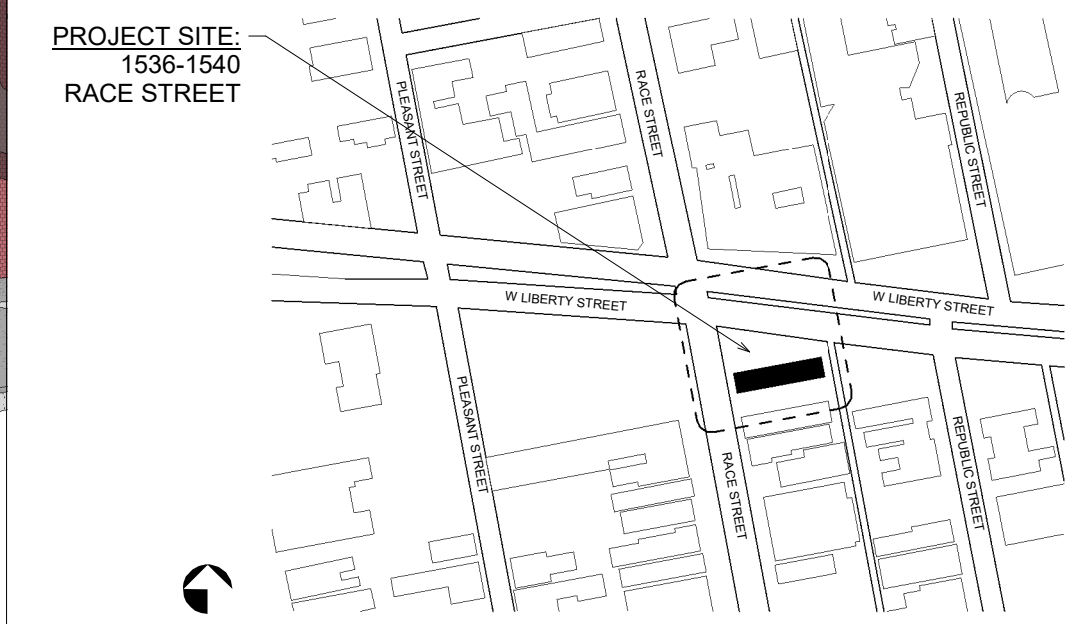
DRAWING TITLE
COVER SHEET

SC0.0

SHEET INDEX

SHEET NO.	SHEET NAME	SHEET NO.	SHEET NAME
SC0.0	COVER SHEET	SC3.2	EXISTING BUILDING IMAGES
SC1.0	SITE INFORMATION	SC3.3	EXISTING SITE IMAGES
SC2.0	EXISTING PLAN	SC4.0	PROPOSED MATERIALS & TEXTURES
SC2.1	PROPOSED PLANS		
SC3.0	EXISTING ELEVATIONS		
SC3.1	PROPOSED ELEVATIONS		

CONTEXT MAP



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Race and Liberty Bar
Dan Wright / 3CDC
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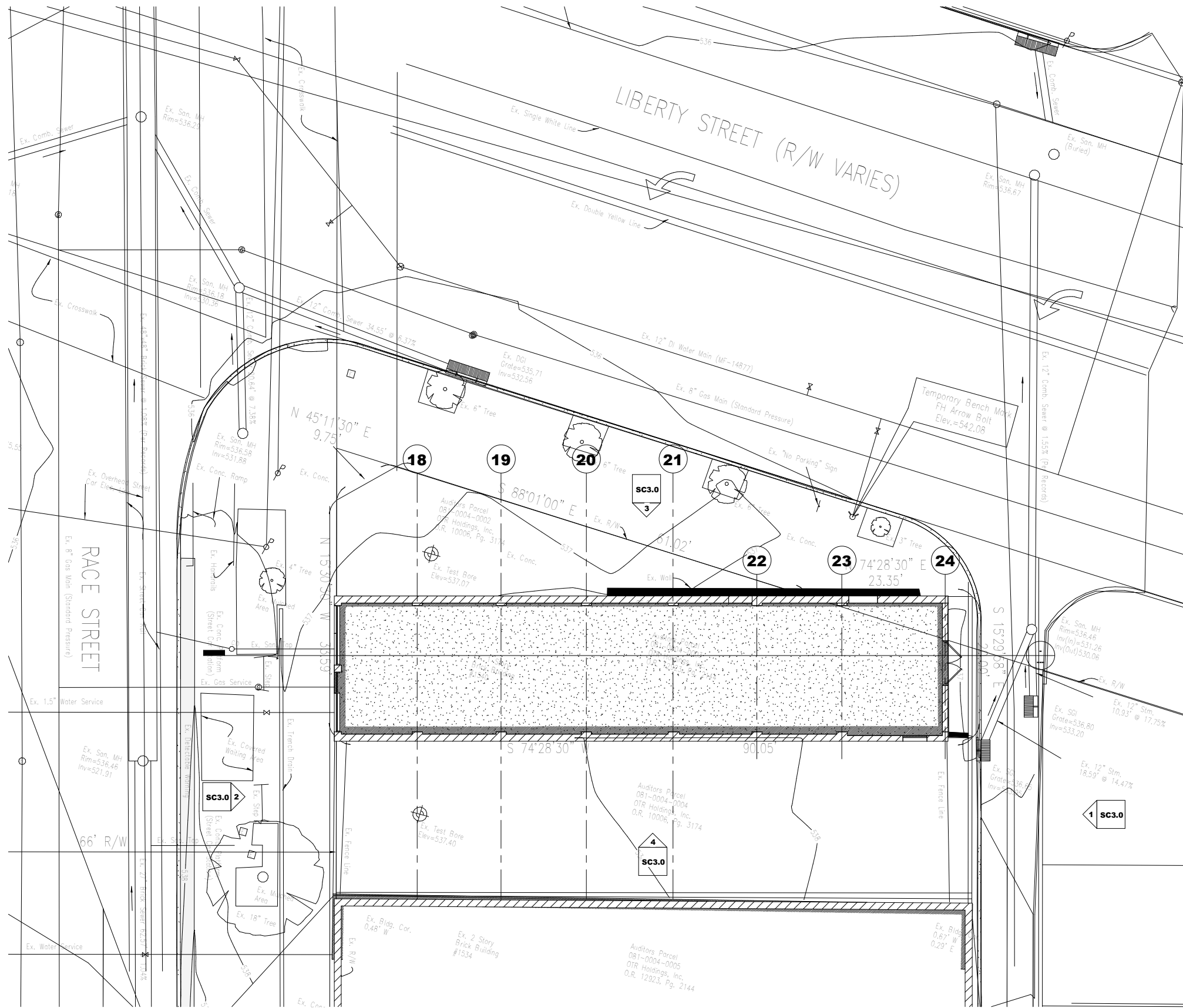
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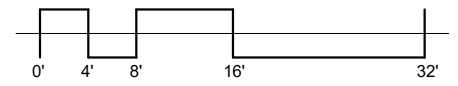
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1 FIRST FLOOR EXISTING PLAN
 SC2.0 1/8" = 1'-0"



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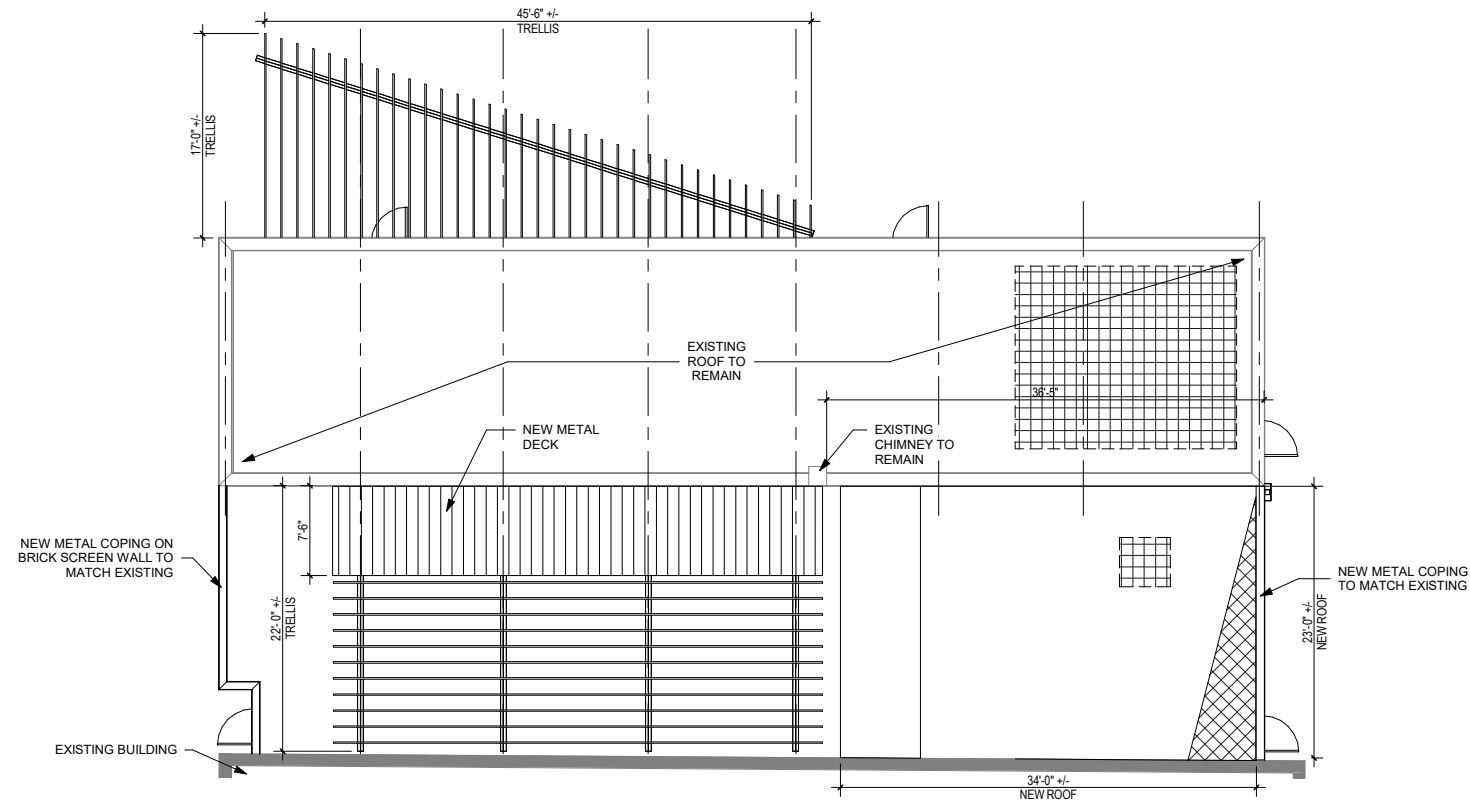
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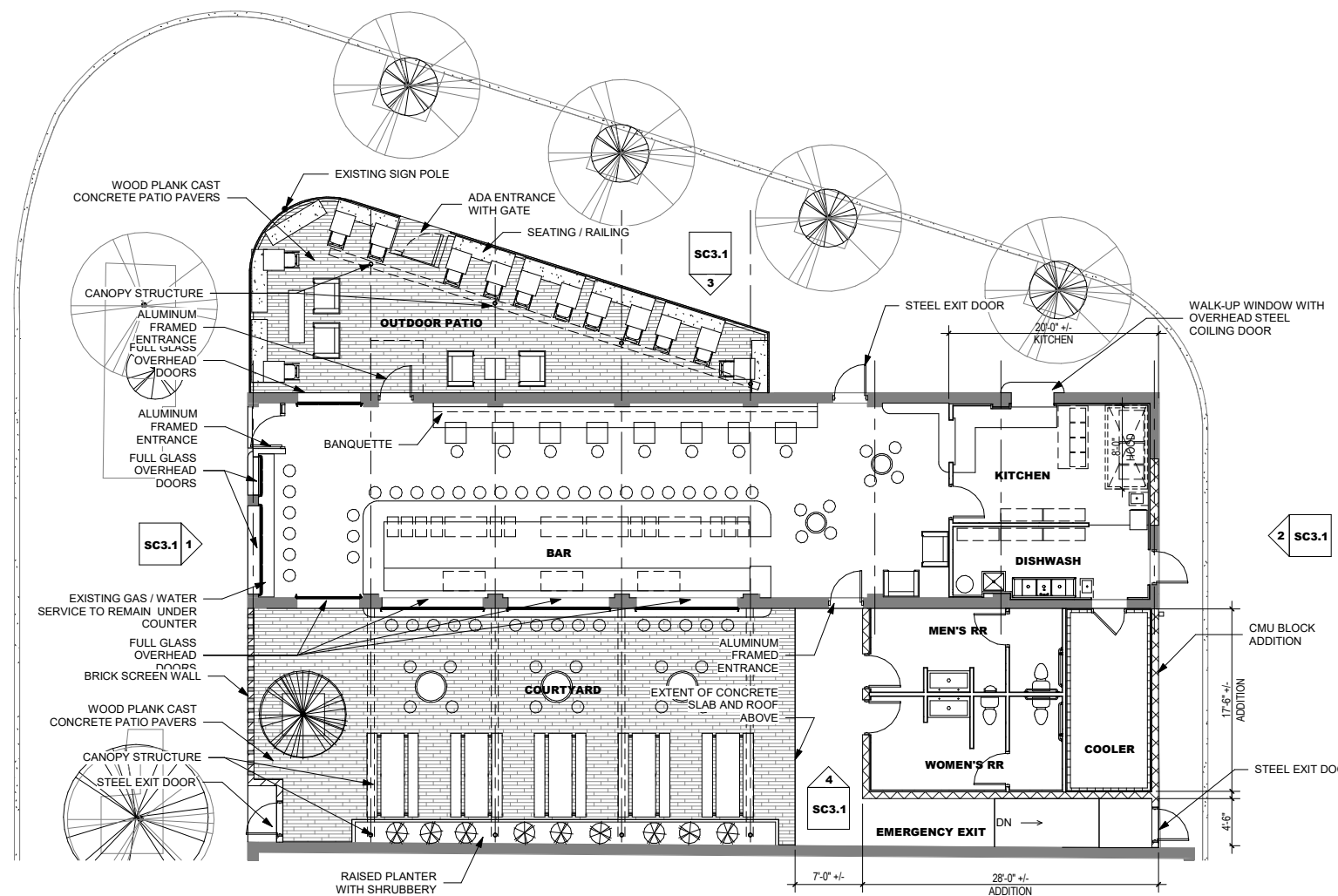
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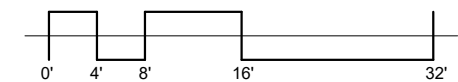
SC2.1



2 ROOF PLAN
 SC2.1 1/8" = 1'-0"



1 FLOOR PLAN
 SC2.1 1/8" = 1'-0"



PRELIMINARY
 NOT FOR
 CONSTRUCTION

Race and Liberty Bar
Dan Wright / 3CDC
 1536-1540 RACE STREET
 CINCINNATI, OH 45202

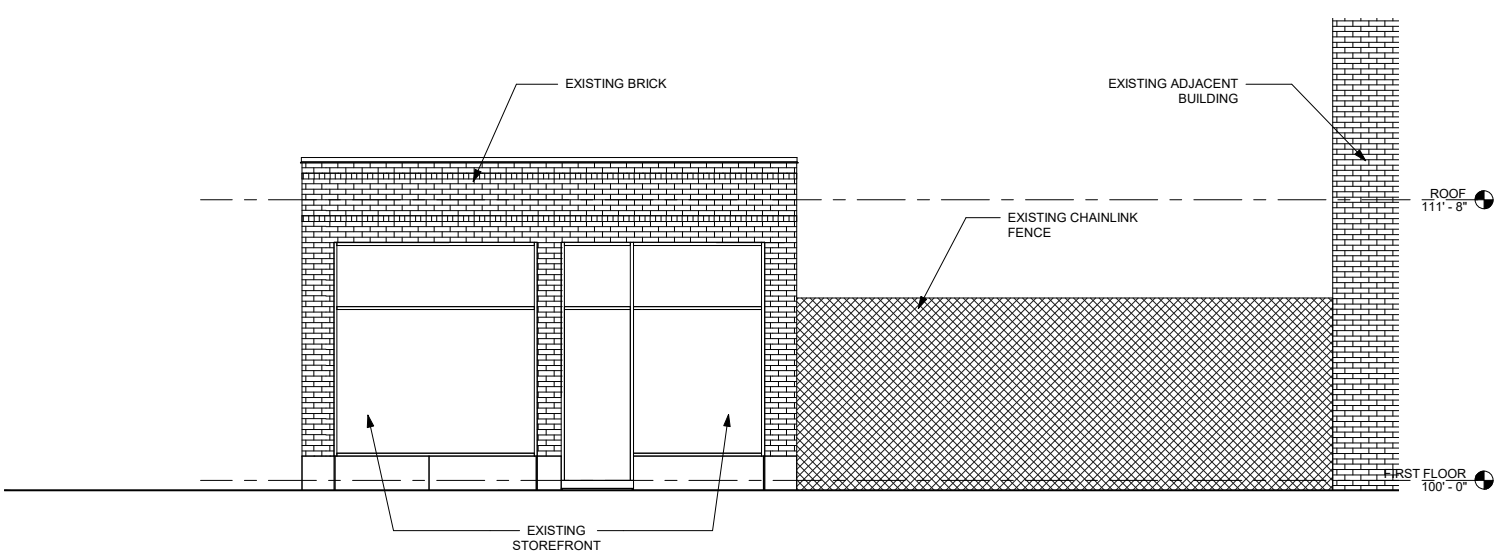
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DATE **ISSUED**

NO.	DATE	REVISION

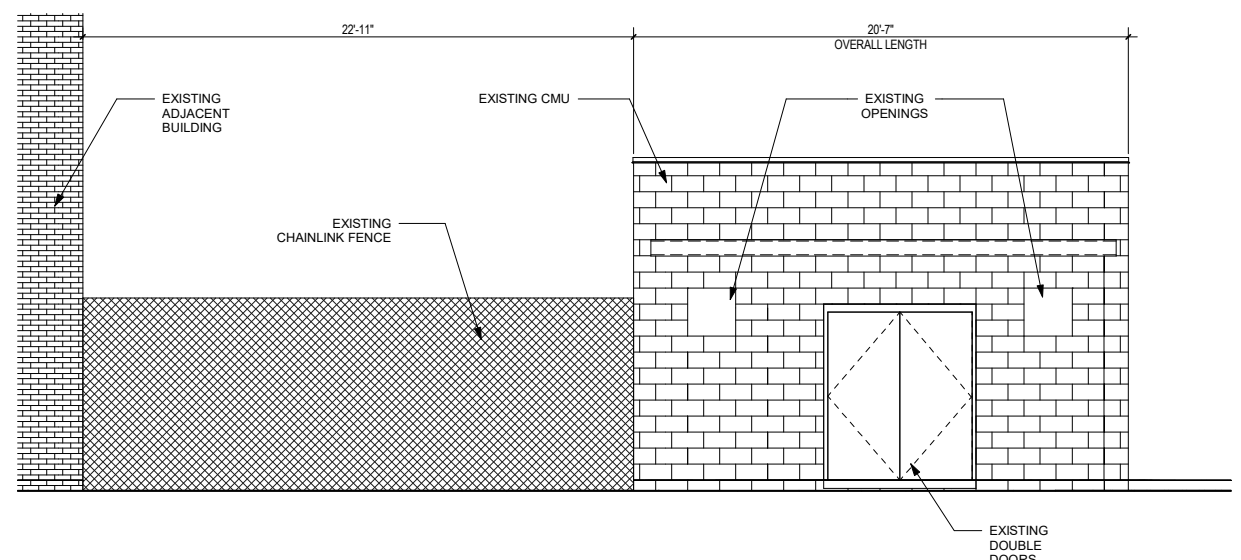
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EXISTING ELEVATIONS

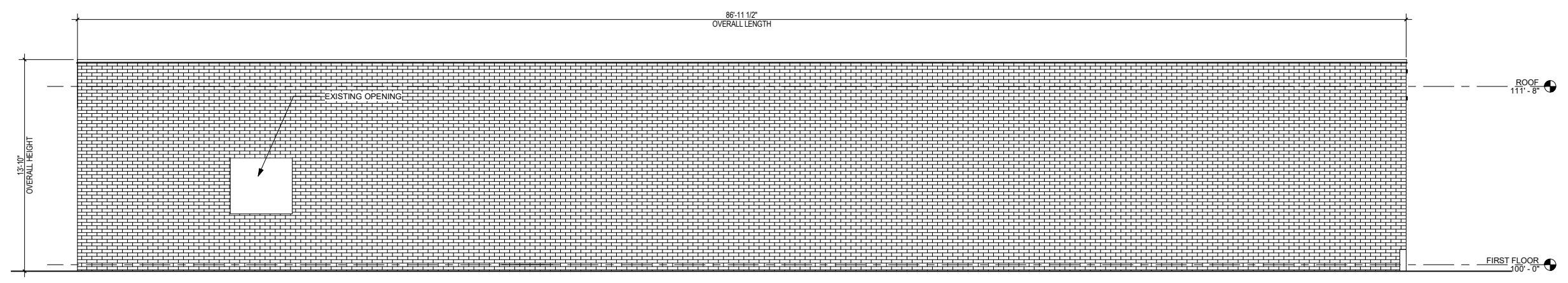
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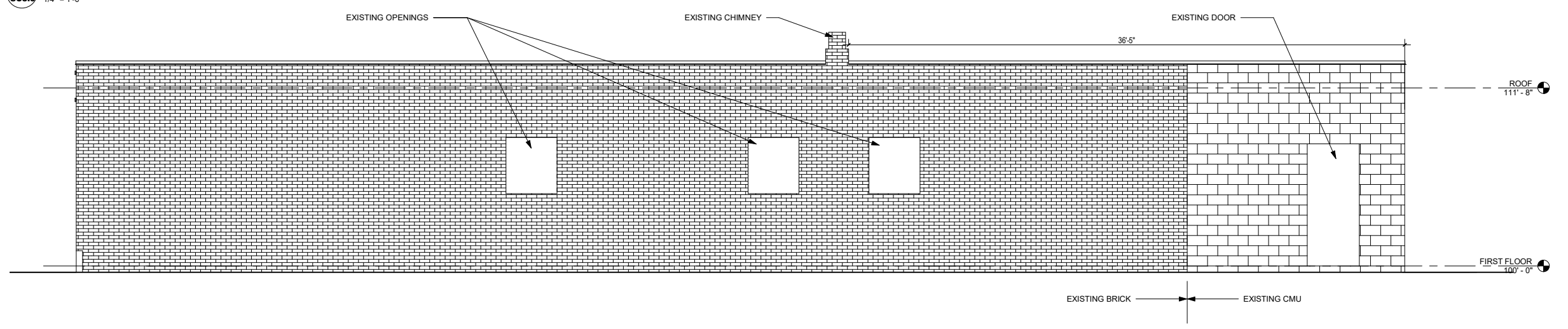
2 FRONT ELEVATION - W
 SC3.0 1/4" = 1'-0"



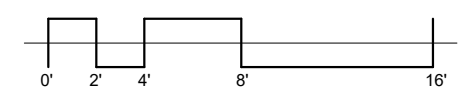
1 REAR ELEVATION - E
 SC3.0 1/4" = 1'-0"



3 SIDE ELEVATION - N
 SC3.0 1/4" = 1'-0"



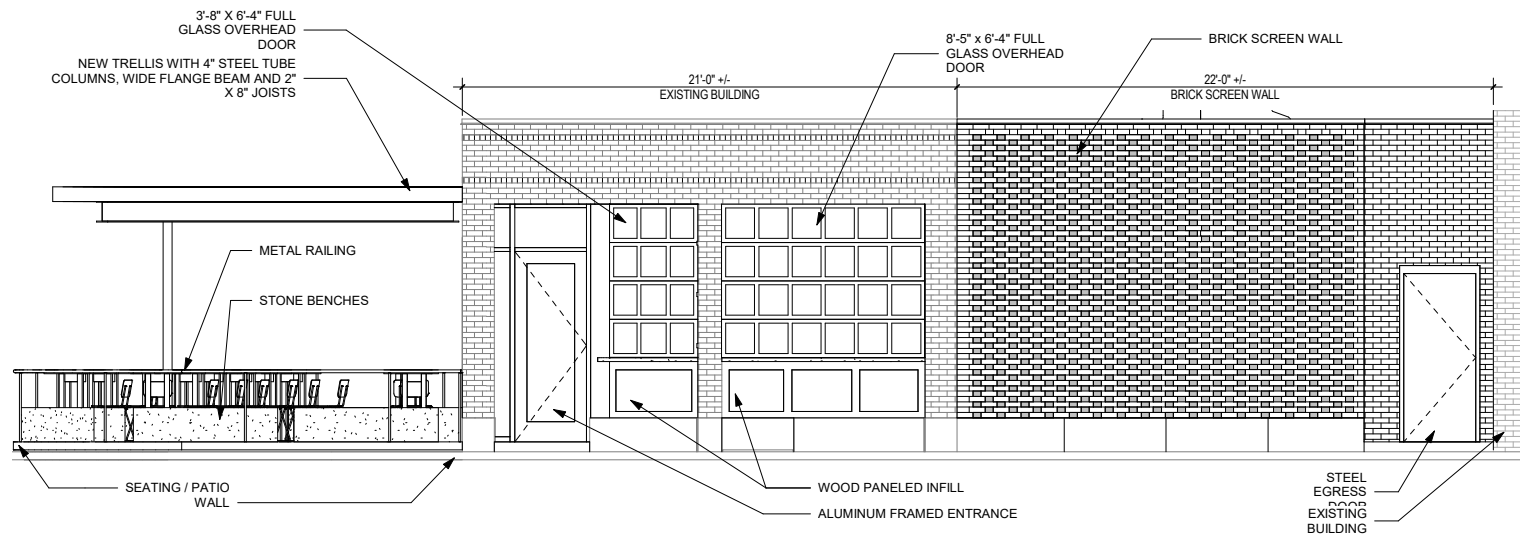
4 SIDE ELEVATION - S
 SC3.0 1/4" = 1'-0"



B C D E F G H J IK IL

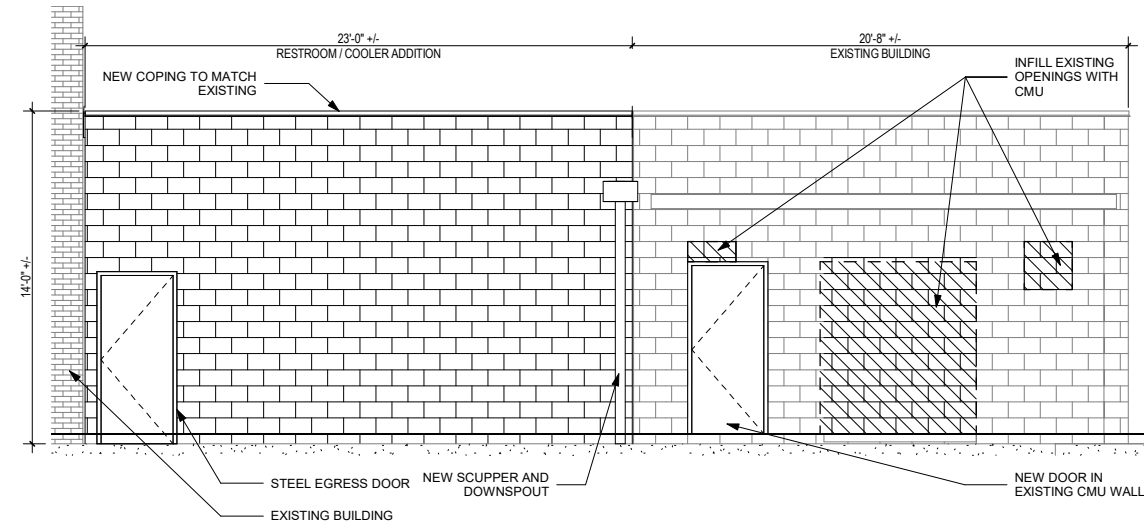
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PRELIMINARY
 NOT FOR CONSTRUCTION



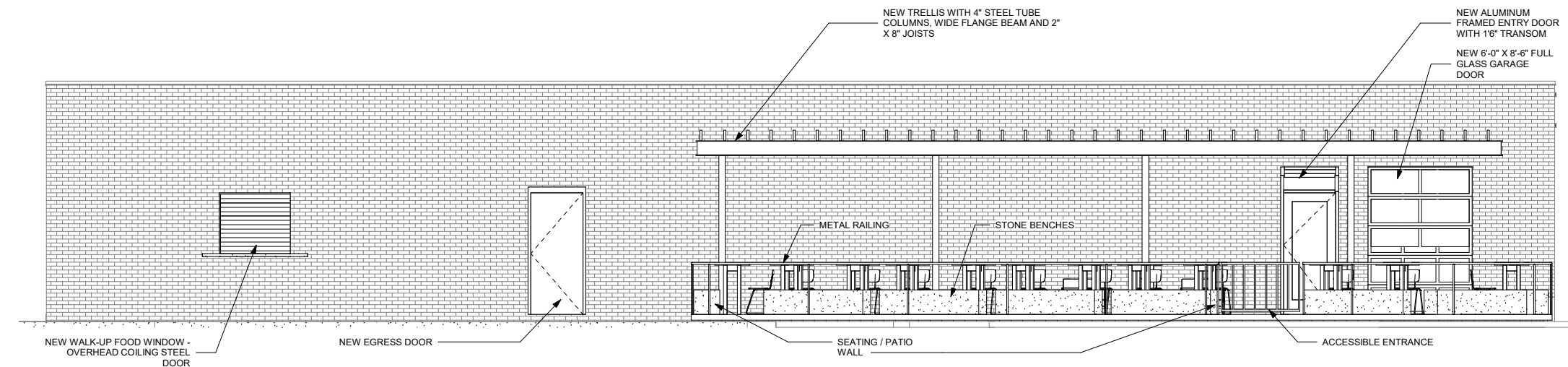
1 FRONT ELEVATION - W

SC3.1 1/4" = 1'-0"



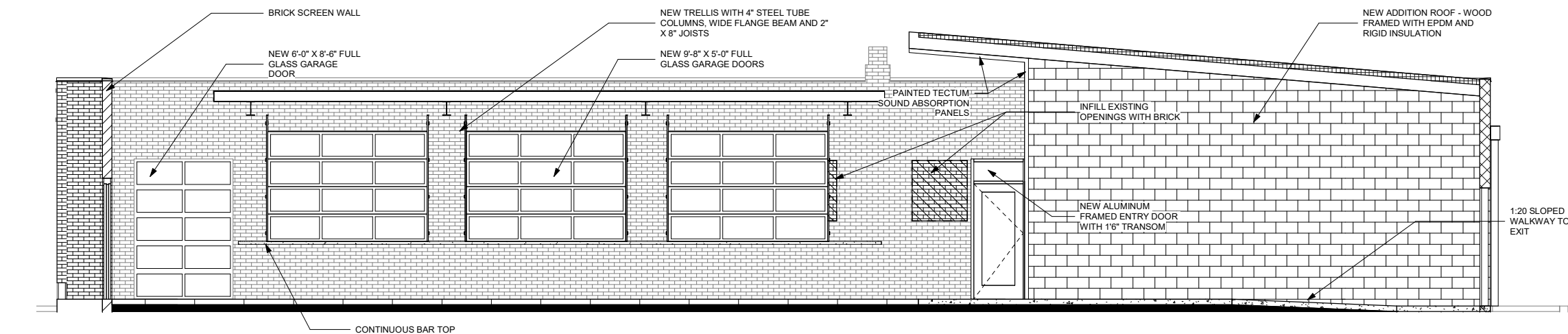
2 REAR ELEVATION - E

SC3.1 1/4" = 1'-0"



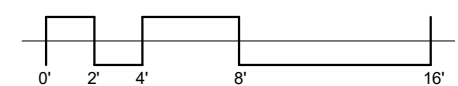
3 SIDE ELEVATION - N

SC3.1 1/4" = 1'-0"



4 SIDE ELEVATION - S

SC3.1 1/4" = 1'-0"



Race and Liberty Bar
 Dan Wright / 3CDC
 1536-1540 RACE STREET
 CINCINNATI, OH 45202

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DATE ISSUED

NO. DATE REVISION

PROJECT NO. **16176.00**

DRAWING TITLE
PROPOSED ELEVATIONS

SC3.1

APPLICATION FOR ZONING RELIEF AND CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

APPLICATION #: **ZH20180016**
APPLICANT: Triangle Sign Co., LLC
OWNER: Marlowe Ct Limited
ADDRESS: **1610 Marlowe Avenue, Cincinnati OH 45206**
PARCELS: 0233-0001-0125
ZONING: T5MS-O
OVERLAYS: College Hill Historic District
COMMUNITY: College Hill
REPORT DATE: March 1, 2018
HEARING DATE: March 12, 2018
STAFF REVIEW: Walter Moeller, Zoning Plan Examiner

Details of Zoning Relief Required:

1. Sec. 1703-5.80(s) – **Dimensional Variance** – Proposed variance of 14 inches to allow sign lettering of 24 inches in height, in excess of the 10-inch height limit.

Existing Conditions:

The subject property is a new development located in the College Hill Business District. The property is located at the northwest corner of E. McMillan Street and Victory Parkway in the Walnut Hills neighborhood. The property is zoned T5MS-O.



Figure 1. Location of subject property. Image courtesy of CAGIS..



Figure 2. Existing condition of 1610 Marlowe. Image courtesy of Google.



Figure 3: Proposed signage.

Proposed Conditions:

The owner has applied for building permits for the interior tenant finish for a First Financial Bank at the corner of Marlowe and Hamilton. The tenant finish includes new wall signage consisting of the banks name on the east side elevation facing Hamilton Avenue. The Signage reads “First financial bank”.

Signage includes:

- Type A: Wall signs – Business signage
 - 1 wall sign for 1st floor business (E elevation)

Previous Reviews: The project was reviewed at staff level for Zoning in February of 2016. The property was not located in a historic district at that time.

Applicable Zoning Code Sections:

Zoning District:	Section 1703-2	Land Development Code – Main Street
Variance Requests:	Section 1703-5	Wall Sign Regulations
Variance Authority:	Section 1445-07	
HCB authority:	Section 1435-05-4	
Variance Standard:	Section 1445-13	General Standards: Public Interest
	Section 1445-15	Standards for Variances
Overlays:	Section 1435	Historic Preservation
Historic District/Reg:	College Hill Historic District	
COA Standard:	Section 1435-09-2	COA; Standard of Review

Zoning Analysis:

The Zoning transect allows one wall sign per building at a ratio of one square foot per lineal foot of building frontage. At approximately 37 square feet and 37 linear feet of frontage, the proposed signage on the east elevation has lettering on that is 24 inches in height, exceeding the 10-inch limit, requiring a dimensional variance of 14 inches.

Dimensional and Numerical Variances

Subject to the other provisions of Chapter 1445-15, Standards for Variances, the Zoning Hearing Examiner may grant a variance from the requirements of the Cincinnati Zoning Code, provided the condition giving rise to the request for the variance was not created by the owner or any predecessor in title. In order to grant approval, the examiner has to find that the requested variance is not contrary to the intent and purpose of this Code and the zone district nor detrimental or injurious to the public health, safety and general welfare based on the following:

Standards for Variances per Section 1435-05-4

- (a) Is it necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District of Historic Asset; or

While the proposed wall sign is appropriately sized for the building and meets the signable area regulations. The sign does not meet the lettering section; the maximum lettering size is 10 inches. The code does not address the type of signage that is being utilized on the building. The sign is individual lettering and is not part of a sign face. The code is silent on this type of signage and

therefore we are using the lettering section of the code to define the size. The staff feels that the actual size of the signage is acceptable for the building size. The code would allow for a sign face of 99 square feet and the proposed sign is 31.4 square feet.

- (b) Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).

The denial of the requested variances would not deprive the property of all economically viable uses, however, the sign is likely to increase the economic viability of the commercial uses on the property by providing better wayfinding. Hamilton Avenue is a heavily trafficked street where vehicles often travel at higher speeds than the surrounding streets. The signage will help passing vehicles easily identify the building and the businesses within.

Below is analysis of the consideration factors for all of the requested zoning actions, utilizing Section 1445-13, General Standards; Public Interest.

- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
The underlying zoning is T5MS-O. The proposed work conforms to the district regulations with the exception of the relief requested herein.
- b. **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
The proposed work substantially conforms to the guidelines for the district.
- c. **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.
This project conforms to the Plan Cincinnati 2012.
- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.
Surrounding streets are adequate to carry the anticipated traffic from the proposed development. The proposed signage is not expected to impact traffic. The sign will not be internally illuminated, animated or otherwise distracting for passing motorists.
- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.

The proposed work will not have an adverse impact on the neighborhood. The signs in the neighborhood are generally of the same size as the proposed signage.

- j. **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.

There are no adverse impacts anticipated for the sign. Access to light and air will not be impacted and the value of neighboring properties is likely to increase because of the new development.

- l. **Economic Benefits.** The promotion of the Cincinnati economy.

The proposed project will benefit the Cincinnati economy by effectively advertising the newly established Bank

- o. **Private Benefits.** The economic and other private benefits to the owner or applicant.

The owner has an economic benefit to the proposed work.

- p. **Public Benefits.** The public peace, health, safety or general welfare.

There is no measurable detriment to public peace, health, safety or welfare as a result of this proposed project.

Certificate of Appropriateness Review:

A Certificate of Appropriateness is required for the proposed signage:

Applicable Guidelines

Rehabilitation

B. SPECIFIC GUIDELINES

- 13. **SIGNS:** Signs should be designed for clarity, legibility and compatibility with the building or property on which they are located. Signs should be located above the storefront, on the storefront windows or on awnings and should not cover any architectural features. Signs should capitalize on the special character of the building and reflect the nature of the business.

The proposed sign is generally compatible with the building on which it is located. The sign is located horizontally along the “expression Line” between the first and second stories do not cover any character-defining architectural features. Actual signage itself would fit within these areas and would be subject to Staff approval at the time of permitting.

Other Considerations: NA

Prehearing Results: The applicant was present at the pre-hearing

Comments Provided to Staff: NA

Consistency with *Plan Cincinnati (2012)*:
“Sustain” Initiative Area “Preserve our built history”

Recommendation:

Staff recommends the Historic Conservation Board take the following actions:

I. ZONING RELIEF

A. DIMENSIONAL VARIANCES

Sec. 1703-5.80(s) – **APPROVE – Dimensional Variance** – Proposed variance of 14 inches to allow sign lettering of 24 inches in height, in excess of the 10-inch height limit per plans prepared by Core States Group and dated August 2017.

B. FINDING: The Board makes this determination that per Section 1435-05-4:

1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located; and
2. Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the district.

II. CERTIFICATE OF APPROPRIATENESS

A. APPROVE a Certificate of Appropriateness for 1610 Marlowe Avenue per plans submitted by Core States Group August 2017 including any revisions submitted for permit subject to staff review and approval with the following condition:

1. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.

B. FINDING: The Board makes this determination per Section 1435-09-2:

2. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

ZONING HEARING EXAMINER

Application for Zoning Relief

Office Use Only
Case Number: _____

Hearing Date: WED MARCH 7th PM

Section 1. SUBJECT PROPERTY

ADDRESS 1610 MARLOWE AVE COMMUNITY NORTH COLLEGE HILL
 PARCEL ID(S) 023300010125
 BASE ZONING CLASSIFICATION T5MS-O ZONING OVERLAY (if applicable) _____
 Non-Residential Project Residential Project (RCO) One -, Two -, and Three- Family Dwelling

Section 2. APPLICANT

NAME TRIANGLE SIGN Co., LLC CONTACT PERSON (if legal entity) TIMOTHY HOSKINS
 ADDRESS 221 N B ST CITY HAMILTON STATE OH ZIP 45013
 EMAIL THOSKINS@TRIANGLESIGN RELATIONSHIP TO OWNER (if not owner) SIGN CONTRACTOR
 TELEPHONE COMPANY.COM 513.863.2578

Section 3. OWNER

NAME MARLOWE LIMITED PARTNERSHIP CONTACT PERSON (if legal entity) GLENN SCOTT
 ADDRESS 3870 VIRGINIA AVENUE CITY CIN STATE OH ZIP 45227
 EMAIL GSCOTT@ERSLIFE.ORG RELATIONSHIP TO OWNER (if not owner) DIRECTOR OF
 TELEPHONE 513.979.2264 FACILITIES MANAGEMENT

Section 4. NATURE OF RELIEF REQUESTED. (select all that apply)

- Variance Use Variance Special Exception Conditional Use
 Expansion or Substitution of Non Conforming Use Hillside Overlay District Permission
 Urban Design Overlay District Permission DD District Phased Development Approval

Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)

INSTALL (1) ONE SET 2" DEEP NON-ILLUMINATED FABRICATED STAINLESS STEEL REVERSE CHANNEL LETTERS PAINTED GLOSS BLACK AND PMS 285C READING "FIRST FIRST FINANCIAL BANK" PER THE BANK'S LOGO. LETTERS TO BE STUD MOLDED FLUSH ON TO THE MASONRY WALL.

Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.

You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

Section 7. SIGNATURE. The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.

Print Name TIMOTHY HOSKINS Signature  Date 1/30/18
MANAGING MEMBER

Section 8. ADDITIONAL DOCUMENTATION SUBMISSION REQUIREMENTS.

Submit three copies and one digital copy of the following documentation. If you fail to complete the application or provide all information requested, your application may be denied.

<input type="checkbox"/>	Submit three (3) copies and one (1) digital copy of the documents listed below. *A digital copy is a cd, thumb drive, etc... Do not email documents.
<input type="checkbox"/>	Denial letter from Zoning Department, or signed letter from a Zoning Plans Examiner.
<input type="checkbox"/>	Written statement required in Section 6 of application.
<input type="checkbox"/>	Applications requesting development permission in a Hillside Overlay District must meet the additional requirements found in Cincinnati Municipal Code 1433-15. Please ensure your application meets these requirements.
<input type="checkbox"/>	Survey plats, site plans, or other accurate drawings showing boundaries, dimensions, areas, topography, and frontage of the property involved, as well as the location and dimensions of all structures existing and proposed from the nearest property lines. When landscaping is required by the zoning code, a landscaping plan must also be provided.
<input type="checkbox"/>	Plans, architectural drawings, photographs, elevations, specifications, and other detailed information fully depicting the exterior appearance of the existing and proposed construction, including parking and access, exterior lighting, landscaping, and signs involved in the application.
<input type="checkbox"/>	If the Hamilton County Auditor's official records do not list the applicant or owner as the owner of the property, please provide a lease, contract to purchase, or other agreement demonstrating the applicant or owner's legal basis to seek the relief requested.
<input type="checkbox"/>	Other documents or information you intend to introduce at the hearing on this application.
<input type="checkbox"/>	A list of witnesses and expert witnesses who you expect to testify at the hearing on this application. <i>(names)</i>
<input type="checkbox"/>	A non-refundable application fee. The fee must be paid with a check made payable to "City of Cincinnati." Fees are as follows: Use Variances - \$900; Residential Projects (RCO) One -, Two -, and Three- Family Dwelling - \$300; Non-residential Projects (Non-RCO) - \$500.

To help avoid delays, it is strongly suggested that you present your application to neighboring property owners and any interested neighborhood community groups prior to the hearing on your application. This will give you a prior opportunity to address your neighbors' concerns or objections and can facilitate the approval of your application.

INSTRUCTIONS FOR APPLICATIONS REQUESTING A VARIANCE

Applicants requesting a variance must demonstrate through credible testimony, documentary evidence or written statements how their proposed project meets the standards outlined in Cincinnati Municipal Code 1445-13 AND Cincinnati Municipal Code 1445-15. Applications that are not supported by testimony, documentary evidence or written statements are subject to disapproval.

As required by Section 6 of the Zoning Hearing Examiner Application, applicants must provide a written statement explaining how their proposed project meets the following standards for a variance:

1. To meet the standard outlined in Cincinnati Municipal Code 1445-13, an applicant must show that the proposed project “is in the public interest.” A list of factors considered by the Zoning Hearing Examiner to determine whether the proposed project “is in the public interest” is found in Cincinnati Municipal Code 1445-13.

AND

2. To meet the standard outlined in Cincinnati Municipal Code 1445-15, an applicant must show:
 - a. neither the owner nor any of its predecessors caused the nonconformity requiring a variance; and
 - b. how the project meets either of the following conditions:
 - i. special circumstances or conditions pertaining to the subject property cause the strict application of the zoning code to be unreasonable and would result in practical difficulties; or
 - ii. a variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by owners of other properties in the same district or vicinity.

INSTRUCTIONS FOR APPLICATIONS REQUESTING A USE VARIANCE

Applicants requesting a use variance must demonstrate through "CLEAR AND CONVINCING EVIDENCE" in the form of credible testimony, documentary evidence or written statements how their proposed project meets the standards outlined in Cincinnati Municipal Code 1445-13 AND Cincinnati Municipal Code 1445-16. Applications that are not supported by testimony, documentary evidence or written statements are subject to disapproval.

As required by Section 6 of the Zoning Hearing Examiner Application, applicants must provide a written statement explaining how their proposed project meets the following standards for a use variance:

1. To meet the standard outlined in Cincinnati Municipal Code 1445-13, an applicant must show that the proposed project "is in the public interest." A list of factors considered by the Zoning Hearing Examiner to determine whether the proposed project "is in the public interest" is found in Cincinnati Municipal Code 1445-13.

AND

2. To meet the standard outlined in Cincinnati Municipal Code 1445-16, an applicant must show that the applicant will suffer unnecessary hardship if strict compliance with the terms of the Code is required. An applicant can show this by providing clear and convincing evidence demonstrating all of the following criteria are met:
 - a. the property cannot be put to any economically viable use under any of the permitted uses in the zoning district;
 - b. the variance requested stems from a condition that is unique to the property at issue and not ordinarily found in the same zone or district;
 - c. the hardship condition is not created by actions of the applicant;
 - d. the granting of the variance will not adversely affect the rights of adjacent property owners or residents;
 - e. the granting of the variance will not adversely affect the community character, public health, safety or general welfare;
 - f. the variance will be consistent with the general spirit and intent of the zoning code; and
 - g. The variance sought is the minimum that will afford relief to the applicant.

Date: 01/26/2018
Location: 1610 Marlow
Request: Variance
Zoning District: T5MS-0

Applicant Name: Timothy E. Hoskins
Address: Triangle Sign Co., LLC
221 North B Street
Hamilton OH 45013
Business: 513 863-2578
Mobile: 513 266-1009

Dear Sir:

I have received and reviewed the subject project for compliance with the Zoning Code of the City of Cincinnati, and it will require the following relief items(s) from the Zoning Hearing Examiner:

- A Dimensional Variance of 14 inches is required.
- The proposed sign is 24" in Height and 188.27 inches in Width.

Section 1703-5.80 S Wall Sign limit the maximum letter Height to 10".

If you have any questions regarding the submission of your Zoning Hearing and the required documents, please contact Kasandra Maynes at 513-352-1559 or visit www.cincinnati-oh.gov/boards and select Zoning Hearing Examiner.

If you decide to revise your plans to meet the Zoning Code, you may apply for a building permit **in person** to the Buildings & Inspections Department at 805 Central Avenue, Suite 500. You **must** provide 3 copies of your plans.

You may also contact me at the information listed below with zoning questions, concerns or to make an appointment.

Sincerely,

Walter Moeller
Zoning Plans Examiner



trianglesigncompany.com
sales@trianglesigncompany.com

221 North "B" Street • Hamilton, OH 45013 • 513-863-8740 fax • 513-863-2578 tel

Jan 30, 2018

Zoning Hearing Examiner
11 Centennial Plaza
805 Central Ave Suite 500
Cincinnati OH 45202

REF: Application for Zoning Relief
First Financial Bank
1610 Marlowe Ave
Cincinnati, OH 45224

Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED

Per Section 6 of the Zoning Hearing Examiner Application, below are the statements explaining how the proposed First Financial Bank project meets the following standards for a variance.

- 1) Per Cincinnati Municipal Code 1445-13, the above referenced project "is in the public interest."
 - a. The proposed retail banking center project is in conformance to the underlying zoning district and is in harmony with the general purposes and intent of the Cincinnati Zoning Code or Land Development Code.
 - b. The proposed banking center conforms to the guidelines adopted or approved by Council
 - c. The proposed banking center or tenant space conforms to the comprehensive plan and community plan approved by the City Planning Commission. The banking center is one small tenant and part of a much larger development on the property.
 - d. There is adequate means of egress and circulation for vehicular and pedestrian traffic.
 - e. The appropriate amount of buffering was taken into account as part of the overall development and building plans.
 - f. The landscape and buffer yards were properly designed and approved as part of the overall development.
 - g. The business hours fall within the normal business practices of the other adjacent businesses and will not adversely affect the residential units.
 - h. The banking center is compatible with other businesses in the area including other competing financial institutions along the business corridor.
 - i. It is consistent with any proposed Zoning Amendments
 - j. There are no adverse effects on the property from the request.
 - k. The project avoids blight.
 - l. The project enhances the economy of Cincinnati with job creation.

- m. The project includes jobs to create and build-out the space as well as both permanent and part-time positions for the bank.
 - n. A long term and stable tenant will help increase the value of the overall property for the owner.
 - o. This will benefit the bank by increasing market presence and gaining strength and trust as a lasting partner for the community
 - p. The project provides a service and helps the general welfare of the Cincinnati/College Hill community.
- 2) Cincinnati Municipal Code 1445-15
- a. First Financial Bank is a tenant within an overall new development and building and neither the owner/landlord nor previous land owners caused the nonconformity of the sign requirements.
 - b. The project meets the conditions of:
 - i. Signage and market visibility along with consistency is critically important and was an important factor in the decision to locate a new banking center in College Hill. In working with FRCH, a world renowned design firm and in analyzing the goals for market penetration and visibility into this new market, we believe the proposed design provides a crisp, professional appearance that is consistent with the other signage throughout the First Financial network. The proposed design is properly scaled in the given location and provides appropriate visibility to both pedestrian and vehicular traffic along Hamilton Avenue. Within this corridor, the density of the many buildings, utility poles, traffic signals, and trees along the sidewalk indicates a flourishing area but at the same time tends to provide practical difficulties when it comes to visibility. The proposed design is consistent with other company signs along the corridor and will adequately provide visibility for clients seeking their destination. The 10" maximum height requirement does not allow for adequate visibility along the busy frontage.



trianglesigncompany.com
sales@trianglesigncompany.com

221 North "B" Street • Hamilton, OH 45013 • 513-863-8740 fax • 513-863-2578 tel

Jan 30, 2018

Zoning Hearing Examiner
II Centennial Plaza
805 Central Ave Suite 500
Cincinnati OH 45202

REF: Application for Zoning Relief
First Financial Bank
1610 Marlowe Ave
Cincinnati, OH

To whom it may concern,

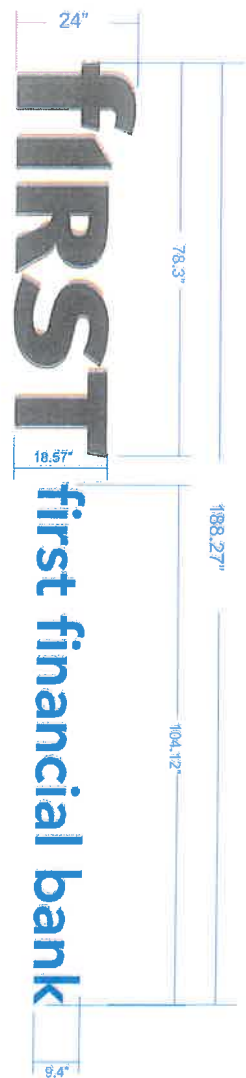
The following persons will testify at the hearing.

Jeff Hartley, Project Manager
First Financial Bank
225 Pictoria Drive Suite 800
Springdale, OH 45246

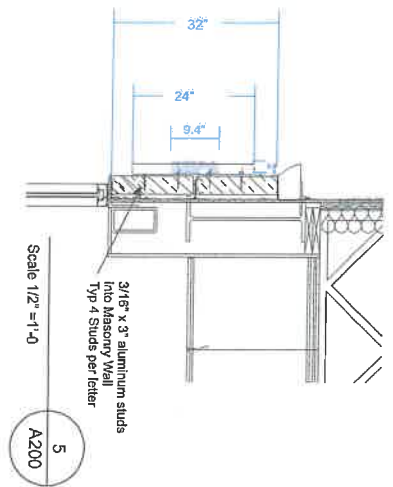
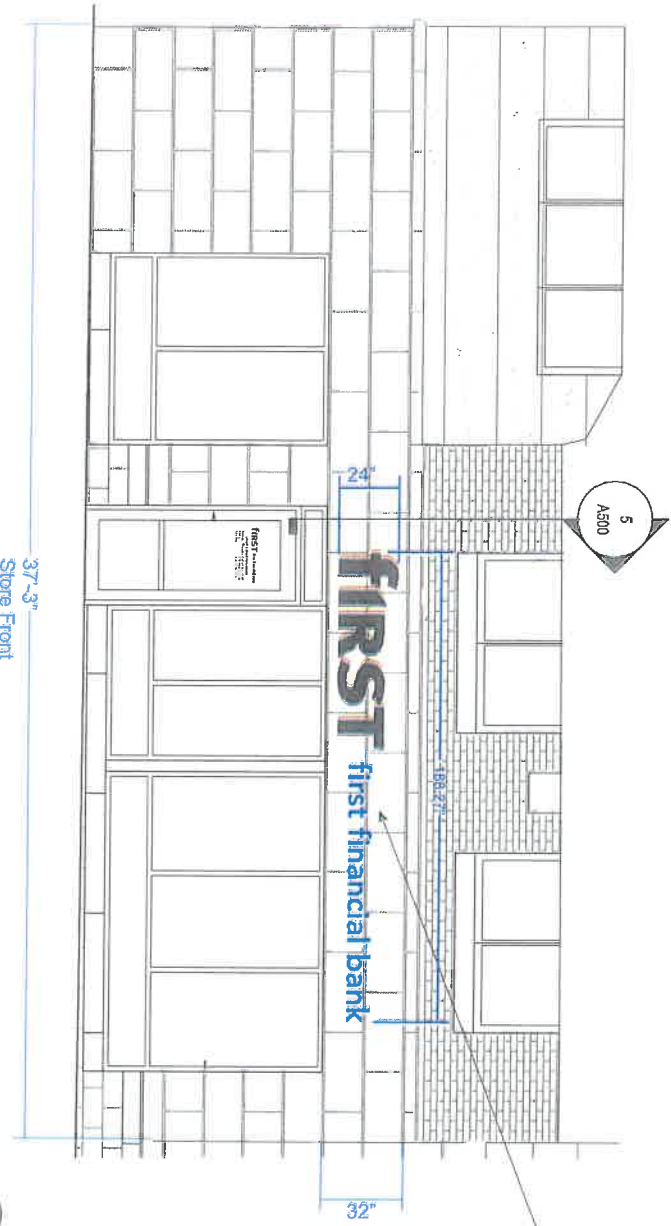
Timothy Hoskins, Managing Member
Triangle Sign Co., LLC
221 N B Street
Hamilton, OH 45013

Regards,

Timothy Hoskins, Managing Member
Triangle Sign Co., LLC



Scale 1/2" = 1'-0"



Proposed: One (1) set of 2" Deep Fabricated Stainless Steel Reverse Channel Letters painted Gloss Black and PMS 285C Blue. Stud mounted flush to masonry wall.



EAST ELEVATIONS
1 A200

TRIANGLE SIGN CO.
A DIVISION OF QUALITY SIGN SERVICES
224 NORTH W STREET HAMILTON, OHIO 45013
PHONE: 513-863-2578 FAX: 513-863-0740
© th Scale: as noted

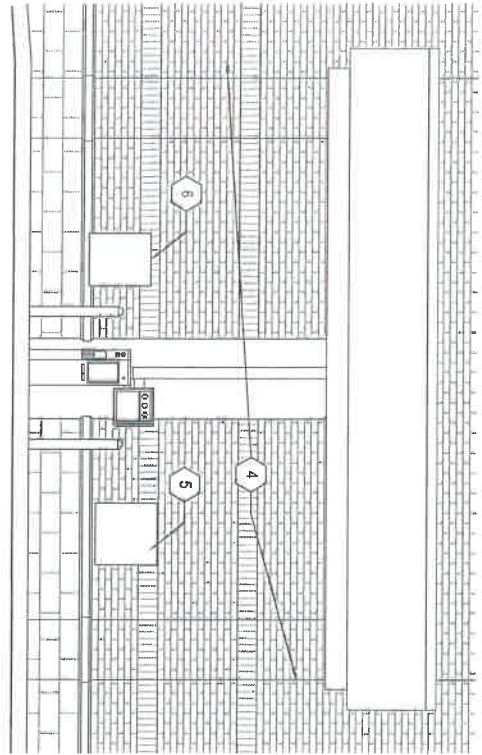
th
/ARCHITECT:
th
/DATE:

Triangle Position, Manufacturing Member
Triangle Sign Co, LLC
Variance Drawings
Jan 27, 2018
/REVISIONS:

Zoning: T5MS-O
ID: 023300010125
/REVISIONS:

First Financial Bank - Marlowe Ave Banking Center
1610 Marlowe Ave
Cincinnati OH 45224

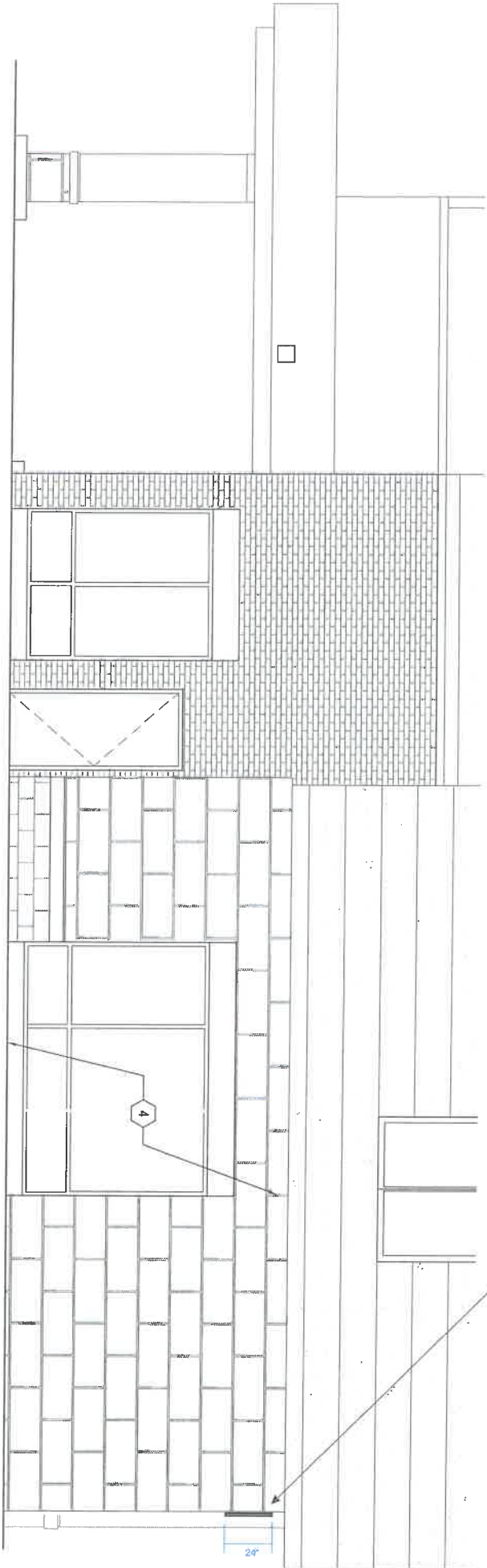
DATE:	1/27/2018
USER:	Jen 27, 2018
ISSUED:	18-1024
SYMBOL:	2 OF 8



ATM ELEVATION
SCALE: 1/4"=1'-0"

2
A200


Proposed: One (1) set of 2" Deep Fabricated
Stainless Steel Reverse Channel Letters
painted Gloss Black and PMS 285C Blue.
Stud mounted flush to masonry wall.



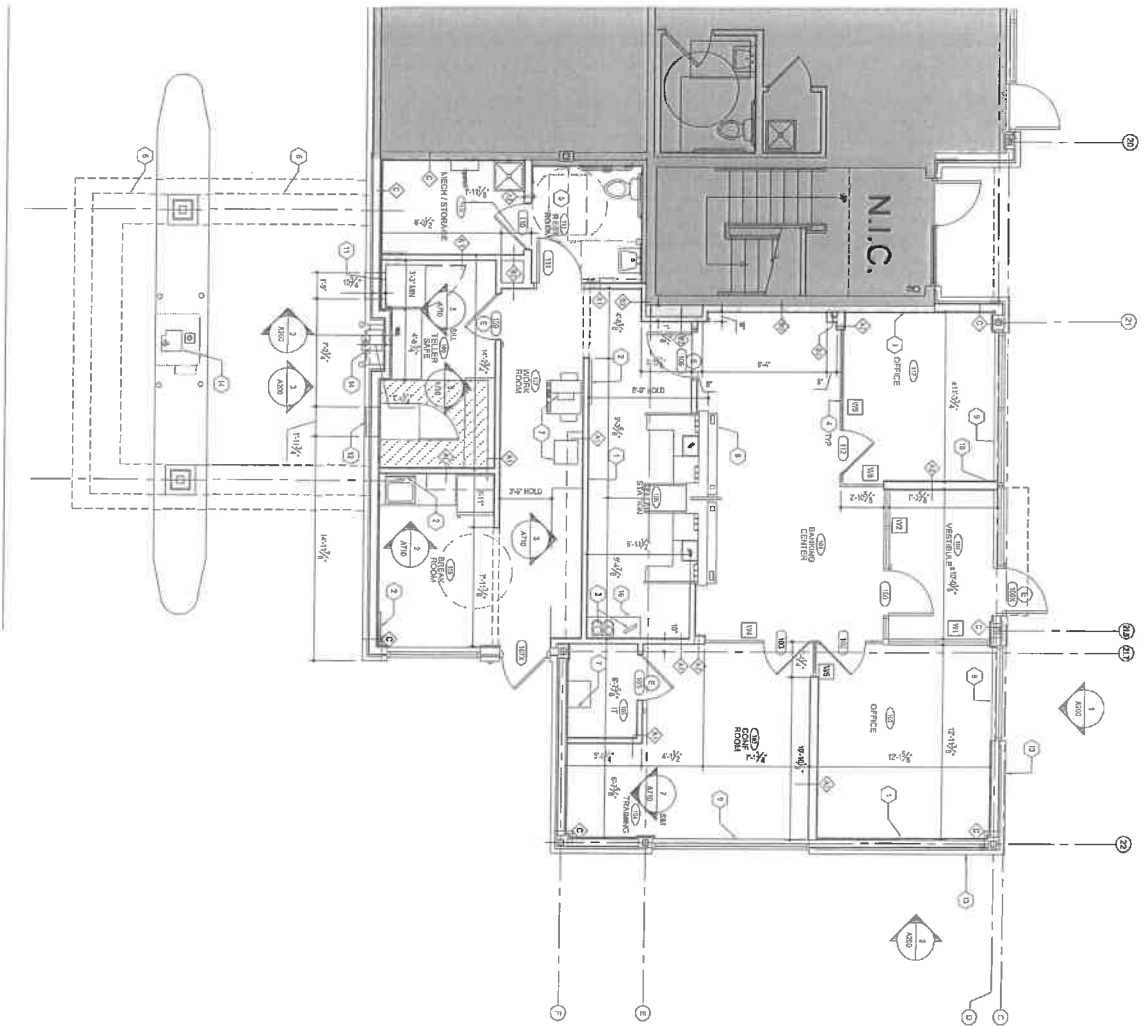
SOUTH ELEVATION
SCALE: 1/4"=1'-0"

2
A200

DATE:	18-10-24
PROJECT:	18-1024
NO.:	3
REV:	02


TRIANGLE SIGN CO.
 327 NORTH 97 STREET, FAULTON, OHIO 45124
 (513) 885-3331
 © In Scale, as noted

First Financial Bank -
 Marlowe Ave Banking Center
 1610 Marlowe Ave
 Cincinnati OH 45224

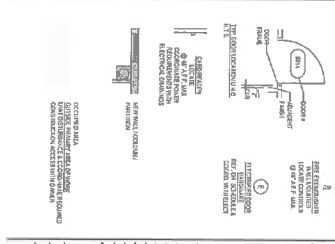


FLOOR PLAN
SCALE BAR

- GENERAL NOTES**
1. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 5. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
 6. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
 9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

- DRAWING NOTES**
1. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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 9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

- FLOOR PLAN LEGEND**
1. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 5. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
 6. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
 9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



**FIRST FINANCIAL BANK - TENANT IMPROVEMENT
AT MARLOWE COURT**
1610 MARLOWE AVENUE, CINCINNATI, OH 45224

FIRST FINANCIAL BANK
255 PICTORIA DRIVE, SUITE 600, CINCINNATI, OH 45246

PROJECT: FIRST FINANCIAL BANK - TENANT IMPROVEMENT AT MARLOWE COURT

DATE: 11/11/11

SCALE: AS SHOWN

PROJECT NO.: A100



CAGIS Online Map

First Financial Bank -
 Marlowe Ave Branch
 1610 Marlowe Ave
 Cincinnati OH 45224
 Zoning: TSM-S-O
 ID: 02330010125



Printed: Jan 27, 2018 ©CAGIS



CAGIS Online Map

Printed: Jan 27, 2018 ©CAGIS
 6 of 8





east elevation



south elevation



south elevation drive thru exit



west elevation

DATE:	Jan 27, 2018
ORDER NO.:	18-1024
SHEET	7 OF 8

18/178

UNIVERSITY

First Financial Bank -
 Marlowe Ave Banking Center
 1610 Marlowe Ave
 Cincinnati OH 45224

TRIPLE SIGN CO. A SIGNAGE SOLUTION
 291 NORTON ST. SHELTON, OH 45075
 PHONE 513-863-5279 FAX 513-863-9780
 © 1h Scale: as noted



Looking east



Standing in front of building looking south



Standing in front of building looking north



DATE:	1/10/2018
TIME:	1:00:27, 2018
ADDRESS:	100-10224
PROJECT:	1st

1st FIC

DATE/TIME: 1/10/2018 1:00:27

First Financial Bank -
 Meadow Ave Banking Center
 1010 Meadow Ave
 Cincinnati OH 45224

TRAINGLE SIGN CO.
 A SIGN BY QUALITY
 271 NORTH 7th STREET, HAWAII, OHIO 43081
 PHONE: 513-869-4278 FAX: 513-869-8910
 © In Social: as noted

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

APPLICATION #: COA2018005
APPLICANT: Platte Architecture
OWNER: 3CDC
ADDRESS: **30-38 East Court Street**
PARCELS: 076-002-0213; 0214
ZONING: DD
OVERLAYS: Court Street Historic District
COMMUNITY: Downtown
REPORT DATE: March 1, 2018
HEARING DATE: Pre-hearing January 21, 2018
STAFF REVIEW: Beth Johnson, Urban Conservator

Nature of Request:

The applicant is requesting a Certificate of Appropriateness (COA) for a rooftop and rear deck.

Existing Conditions:

The property at 30-38 East Court Street is a row of buildings mid-block on East Court Street between Walnut and Vine Street. All the buildings are from the late 1800's and are Victorian brick mixed use building. The buildings will be rehabilitated into residential units on the top floors and commercial on the first floor.

Proposed Conditions:

The proposed changes to the property include the following:

- Roof deck on the rear addition to house utilities and it will be screened from view.
- Roof deck on the one story addition on the rear.
- Rear multi-level deck to be made of wood decking, steel frame and wood guardrails. A wood pergola and canopy at the top floor of the roof deck.

Approvable at a staff level

- Replacement/repair of existing storefront with like for like materials
- Removal of fire escapes
- Removal of sign brackets and awnings.



Figure 1: Context map of 30-38 E Court Street. Map provided by CAGIS.



Figure 2: Picture of 30-38 E Court Street. Image from applicant

Previous Reviews: N/A

Applicable Zoning Code Sections:

Zoning District: [Section 1409](#) Residential
HCB authority: [Section 1435-05-4](#)
Overlays: [Section 1435](#) Historic Preservation
Historic District/Reg: [Over the Rhine Historic District](#)
COA Standard: [Section 1435-09-2](#) Certificate of Appropriateness;
Standard of Review

Zoning Review

The subject property is currently a mixed use building with residential above and will be rehabilitated into the same. The buildings are existing building in the DD zoning district and will not be required to provide parking for the uses. The proposed uses or residential and commercial are permitted in the zone as well. All signs, awning or other changes on the buildings that are not on the proposed drawings will be reviewed as they are proposed.

Certificate of Appropriateness Review:

A Certificate of Appropriateness is required for the construction of roof decks, rear decks and changes to the facades. The applicant is proposing rehabilitation on the front of the building including removing unsympathetic and non-historic changes to the building. The façade changes are considered a restoration and rehabilitation and are correcting unsympathetic changes.

The proposed roof deck is on the rear one story addition and will not be visible from Court Street. The rear multi-story deck is also on the rear of the building and will not be seen from Court Street. Both of these additions will be visible from Central Parkway and while they are visible from the street, the new additions will not have an adverse impact to the building and will still be background structures. They are screened in partial view by a one story building and are set back from the street.



The rear of 33-38 E Court Street. View from Central Parkway. Image from Google Street views.

The Court Street design guidelines do not speak directly about roof decks or decks, but they have a section on additions.

Additions

ADDITIONS A. Intent and General Guidelines

1. Appropriate additions are encouraged as a means of providing for current and future needs and providing for continued use of existing district buildings.

As this building currently has no opportunity for outdoor space for individual units, the rear decks helps to provide space as well as create and opportunity to incorporate a second means of egress from the building as is required by code.

2. Additions should respond architecturally to adjacent buildings in general and to the building they are a part of in particular.

The roof deck is not changing the roof line as the roof was a flat roof and they rear decks and canopy and within the height of the existing building and are simple in form responding to the rear being a utilitarian space.

3. If the original building is architecturally significant, the addition should take a respectful "back seat" to it. The addition should not overpower the original. An addition may be taller than the original building if site considerations and care design still allow the old building to remain dominant.

This building is listed as significant in the Court Street Historic District. As the

decks are not visible Court Street and are minimally visible from Central Parkway the decks are taking a back seat to the original building and will not overpower the original building.

4. In general, additions should follow new construction guidelines. They should appear contemporary but compatible in character with the original. They should be sympathetic but not imitative in design.

The design is simple and is made of wood and steel. These materials are contemporary and simple and will create simple background shapes to the building.

5. The appropriateness of design solutions will be based on the program needs of the applicant with 1) how well the proposed design relates to the original building and neighboring buildings and 2) how closely the proposal meets the intent of these general guidelines and the specific guidelines for new construction.

Staff feels the design is appropriate for the reasons stated above.

Other Considerations:

Prehearing Results: The applicant was present.

Comments Provided to Staff: N/A

Consistency with *Plan Cincinnati (2012)*:
“Sustain” Initiative Area “Preserve our built history”

Recommendation:

Staff recommends the Historic Conservation Board take the following actions:

I. CERTIFICATE OF APPROPRIATENESS

1. **APPROVE** a Certificate of Appropriateness 30-38 E Court Street Platte Architecture and Design dated 1.26.2018 with the following conditions
 - a. Lots shall be consolidated
 - b. All signs and sign brackets not in use are to be removed per Section 1427-45 of the Cincinnati Zoning Code.
 - c. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.
2. **FINDING:** The Board makes this determination per Section 1435-09-2:
 - a. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.
 - b. The roof deck is not highly visible from the street is set in the least visible part of the roof.

ECLIPSE

DOUBLE-HUNG

Eclipse (e.clipse´) n. 1. *The partial or complete obscuring of one celestial body by another.* 2. *To surpass; outshine.*

A product has never been more aptly named... TrimLine's Eclipse Double-Hung truly does "surpass and outshine" its competition...with a look that's "out of this world."

The richly appointed Eclipse Double-Hung product line has the look and feel of wood windows of a by gone era. The Eclipse blends the ageless style and warmth of wood with the convenience of E-Z tilt sash, a maintenance free aluminum clad exterior and the energy efficiency you'd expect to find in today's windows. The Eclipse Double-Hung features standard bright brass or polished chrome release latches for its E-Z tilt sash which travel in a concealed track system designed to preserve a more authentic looking wood sash pocket, reminiscent of a look and feel from a time ago. An elegant mortised locking mechanism and traditional style sash lifts of bright brass or polished chrome complete the hardware appointments.

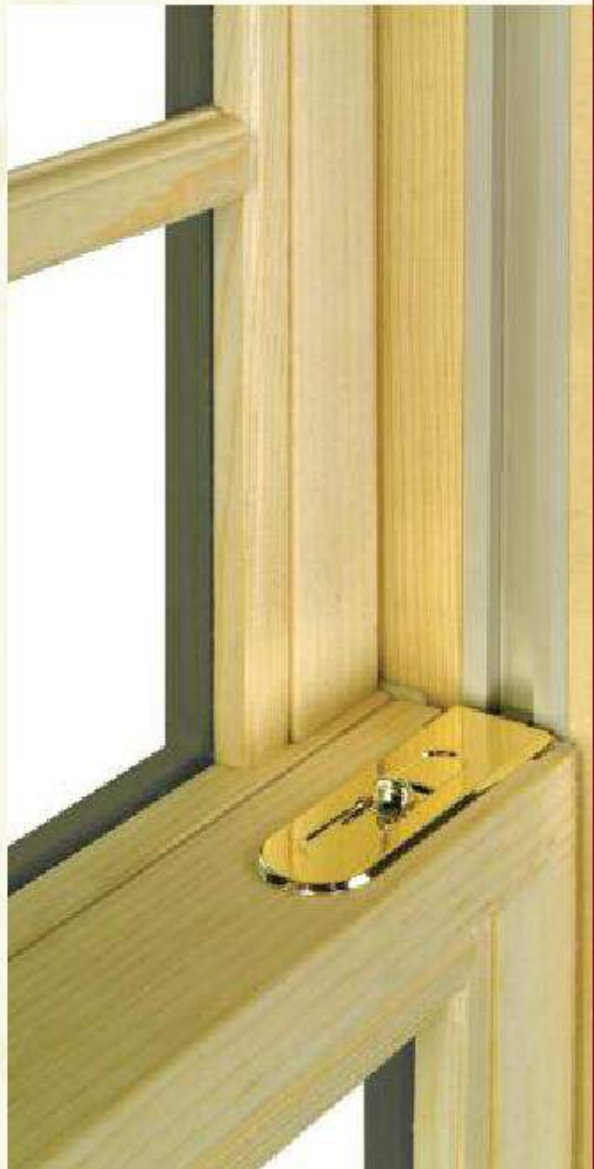
All models are furnished standard in pine with TrimLine's Comfort Plus Low E glass system with Warm Edge Super Spacer and Argon gas. Hardwoods of oak, cherry and mahogany are also available as are custom color exteriors.

ECLIPSE – FRAME SYSTEM OPTIONS

E200 – 3 1/4" replacement jamb for sash pocket installation.

E300 – Full jamb for remodeling applications where a complete frame replacement is required.

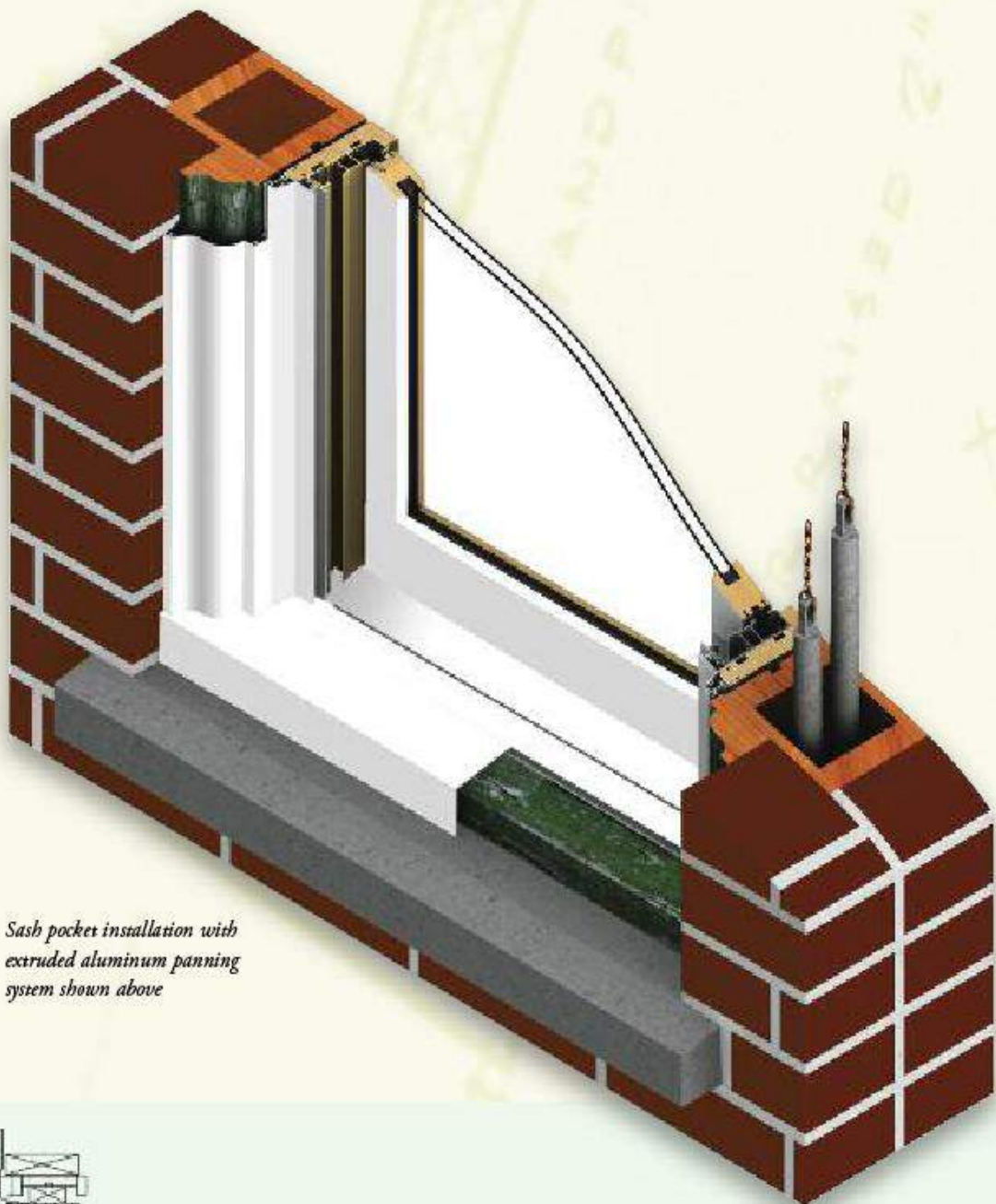
E100 – 4 9/16" jamb with nailing fin for new construction.



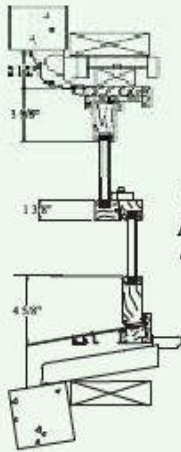
DOUBLE HUNG

DR300 REMODELING

Legends SERIES DR300 REMODELING WINDOWS



Sash pocket installation with extruded aluminum panning system shown above



Typical panning application.

The Legends Series DR300 double-hung is designed for both residential and commercial remodeling applications where a full frame replacement is required or for sash pocket installations where an extruded aluminum panning system can be used to cover the old window casings (See page 12 for other options). Order by manufacture size to the 1/8" in width and height the unit which has a standard full 4 9/16" jamb can be ordered in any jamb depth. The DR300 is also ideal for use in replacement applications of existing openings where the old window has been completely removed and an accessory brickmoulding is attached to fill the void left from the old window casing. Custom design brickmoulding and panning profiles are also available. DR300 is available with standard full screen or optional sliding half screen.

The look you envisioned... the Performance you hoped for

Get the clean lines
you are after with our
Modern Series



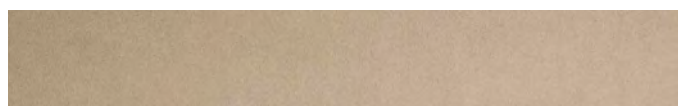
ARCHITECTURALBLOCK™



GRAY



MOCHA

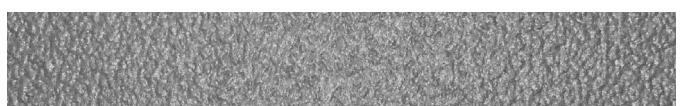


TUSCAN

ARCHITECTURALBLOCK™	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" [H] x 71-9/16" [L] (455MM [H] x 1,818MM [L])
THICKNESS (ACTUAL MM)	5/8 (16MM)
WEIGHT (LBS. PER PANEL)	35.2
WEIGHT (LBS. PER SQ. FT.)	3.9
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]

*APPEARANCE AND TEXTURE MAY VARY BY COLOR

TUFFBLOCK™



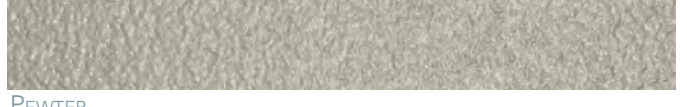
STEEL



BAMBOO



WALNUT



PEWTER

TUFFBLOCK™	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" [H] x 71-9/16" [L] (455MM [H] x 1,818MM [L])
THICKNESS (ACTUAL MM)	5/8 (16MM)
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Making modern possible with the power of fiber cement

The clean, modular look of Nichiha ArchitecturalBlock is a versatile choice for commercial and residential projects alike. Its cool modern tones and subtle seams are the perfect partner for gleaming glass, stainless steel or even paired with the warmth of wood. ArchitecturalBlock is a handsome, durable and cost-effective solution. The ease of installation and wide variety of corner options make it as popular with contractors as it is with clients.

TuffBlock offers many of the same features as ArchitecturalBlock, but takes modern to the next level with its tough, textured finish. TuffBlock remains true to its name with a strong construction that is backed by the power of fiber cement. This product means business and is built to last. TuffBlock is the perfect Architectural Wall Panel for high-traffic areas as it stands up against everyday wear and tear.

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architecture + design

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LIST OF WITNESS

1. LUKE FIELD – PROJECT ARCHITECT
2. LAUREN MOORE - PROJECT DESIGNER
3. SPENCER GOLDEN-SIMS– OWNER REPRESENTATIVE

ARCHITECT

PLATTE DESIGN
202 W. ELDER STREET, FL 4
CINCINNATI, OH 45202
(513) 871-1850

STRUCTURAL ENGINEER

GOP LIMITED
644 LINN STREET, STE. 936
CINCINNATI, OH 45203
(513) 621-7073

MEP&S ENGINEER

MARQUE ENGINEERING
2055 READING RD. SUITE 280
CINCINNATI, OH 45202
(513) 901-0042

CIVIL ENGINEER

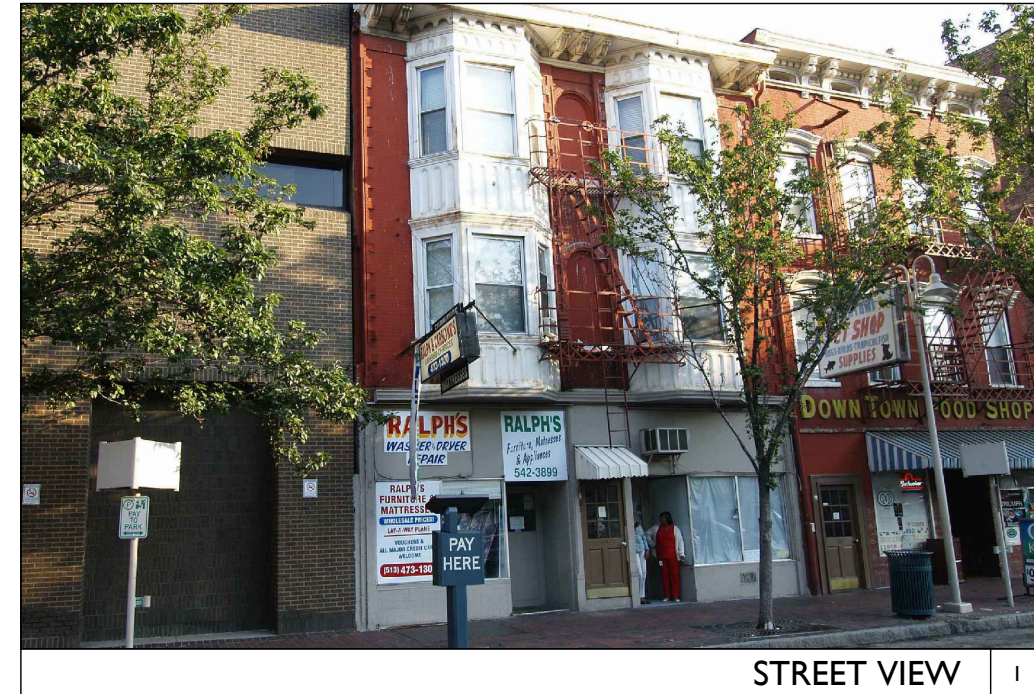
WOOLPERT
1203 WALNUT STREET
CINCINNATI, OH 45202
(513) 272-8300

COURT STREET CONDOMINIUMS HCB APPLICATION SET

30-38 EAST COURT STREET
CINCINNATI, OH 45202

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PROJECT DESCRIPTION

THE PROJECT IS THE COMBINATION AND RENOVATION OF 2 HISTORIC BUILDINGS ON COURT STREET. THE EXISTING BUILDINGS ARE MIXED USED, INCLUDING COMMERCIAL USES AT THE 1ST FLOOR, STORAGE AT THE BASEMENTS, AND RESIDENTIAL USE AT FLOORS 2 & 3 ABOVE. THE TWO BUILDINGS ARE ON SEPARATE PARCELS THAT HAVE BEEN CONSOLIDATED INTO A SINGLE PARCEL. WE ARE THEREFORE CONSIDERING THE TWO BUILDINGS TO BE A SINGLE MULTI-USE BUILDING.

THE EXISTING USE GROUPS ARE TO REMAIN, HOWEVER THE INTERIOR CIRCULATION AND RESIDENTIAL UNIT LAYOUTS WILL BE MODIFIED. NEW WORK WILL INCLUDE NEW INTERIOR FRAMING, KITCHENS, BATHROOMS, LIVING SPACES, AND COMPLETE REPLACEMENT OF MECHANICAL, ELECTRICAL, PLUMBING AND FIRE-SUPPRESSION SYSTEMS. THE FIRST FLOOR WILL BE WHITE-BOXED FOR FUTURE COMMERCIAL USE. (ADDITIONAL WORK TO BE SUBMITTED UNDER A SEPARATE PERMIT AT A LATER DATE).

PROJECT WILL ALSO INCLUDE THE ADDITION OF A NEW DECK STRUCTURE ON THE NORTH SIDE OF THE BUILDING. THE DECK WILL SERVE BOTH AS OUTDOOR SPACE FOR THE UNITS, AS WELL AS AN EMERGENCY EGRESS ROUTE (VIA A METAL STAIRCASE DESCENDING TO GRADE).

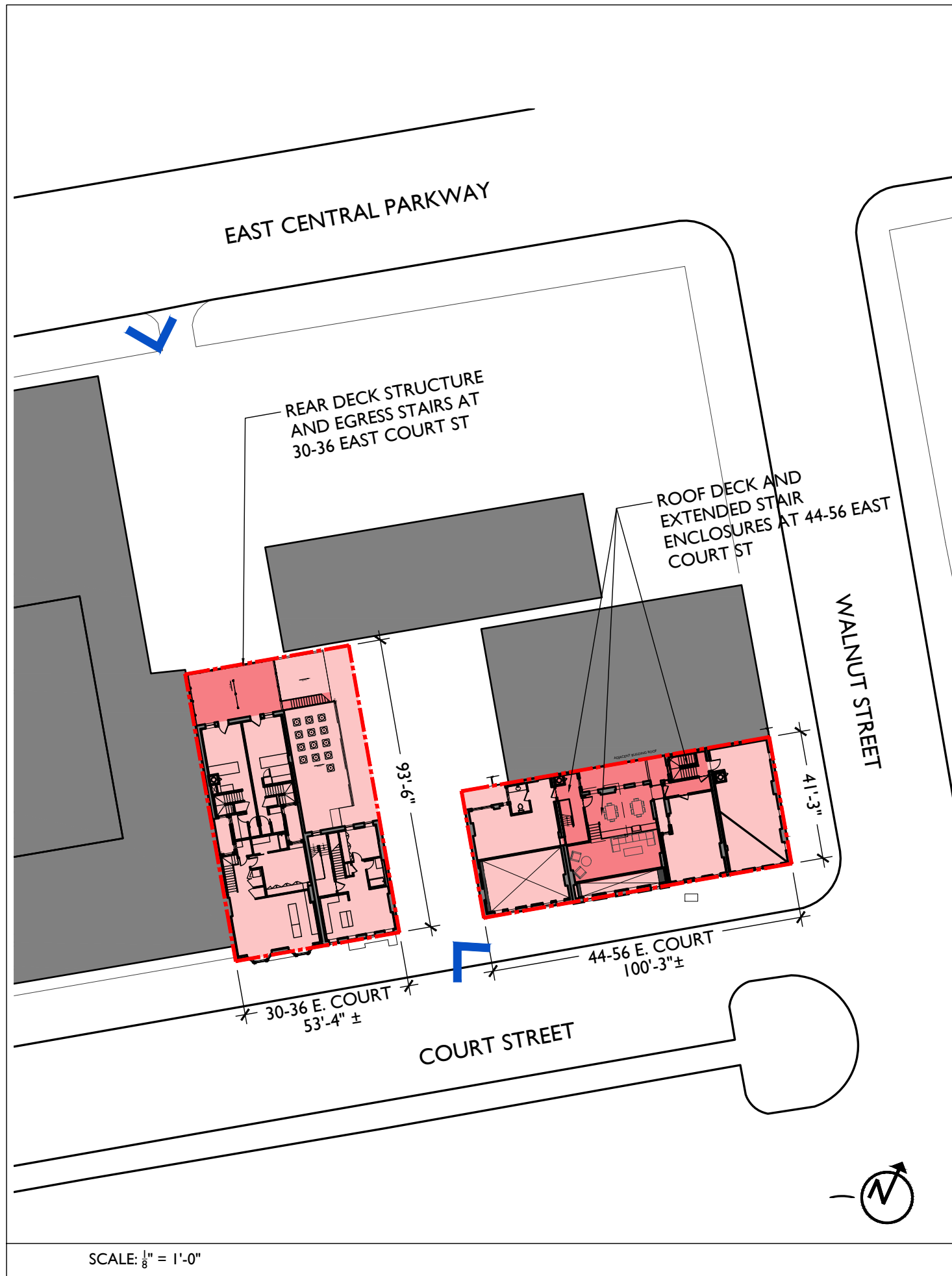
ELECTRICAL, PLUMBING, FIRE ALARM AND FIRE SUPPRESSION SYSTEMS TO BE SUBMITTED UNDER SEPARATE PERMITS BY SUBCONTRACTORS, AT A LATER DATE.

SHEET LIST

- 1 COVER SHEET
- 2 SITE PLAN
- 3 PHOTOS - HISTORIC VS. CURRENT CONDITION
- 4 DEMO WORK - FIRST FLOOR PLAN
- 5 DEMO WORK - SECOND FLOOR PLAN
- 6 DEMO WORK - THIRD FLOOR PLAN
- 7 DEMO WORK - FOURTH FLOOR / ROOF PLAN
- 8 DEMO WORK - COURT ST ELEVATION
- 9 DEMO WORK - EAST ELEVATION
- 10 DEMO WORK - CENTRAL PARKWAY ELEVATION (BEYOND)
- 11 NEW WORK - FIRST FLOOR PLAN
- 12 NEW WORK - SECOND FLOOR PLAN
- 13 NEW WORK - THIRD FLOOR PLAN
- 14 NEW WORK - FOURTH FLOOR / ROOF PLAN
- 15 NEW WORK - COURT ST ELEVATION
- 16 NEW WORK - EAST ELEVATION
- 17 NEW WORK - CENTRAL PARKWAY ELEVATION (BEYOND)
- 18 NEW WORK - ROOF DECK RENDERING/MATERIALS DRAWING

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018



EXISTING CONDITIONS
VIEW FROM CENTRAL PARKWAY



VIEW WITH DECK ADDITION



EXISTING CONDITIONS
VIEW FROM COURT STREET



VIEW WITH DECK ADDITION



HISTORIC CORNICE TO REMAIN, TYP

FIRE ESCAPES TO REMAIN

METAL DETAIL AT HISTORIC BAYS TO BE RETAINED/REBUILT AS REQUIRED

CANOPIES AND SIGN-BRACKETS TO BE REMOVED

NON-HISTORIC STOREFRONTS TO REMAIN - TO BE REPAIRED/REPLACED AT A LATER DATE (AS PART OF TENANT IMPROVEMENT PERMITS)



ADJ BUILDINGS (DEMOLISHED)

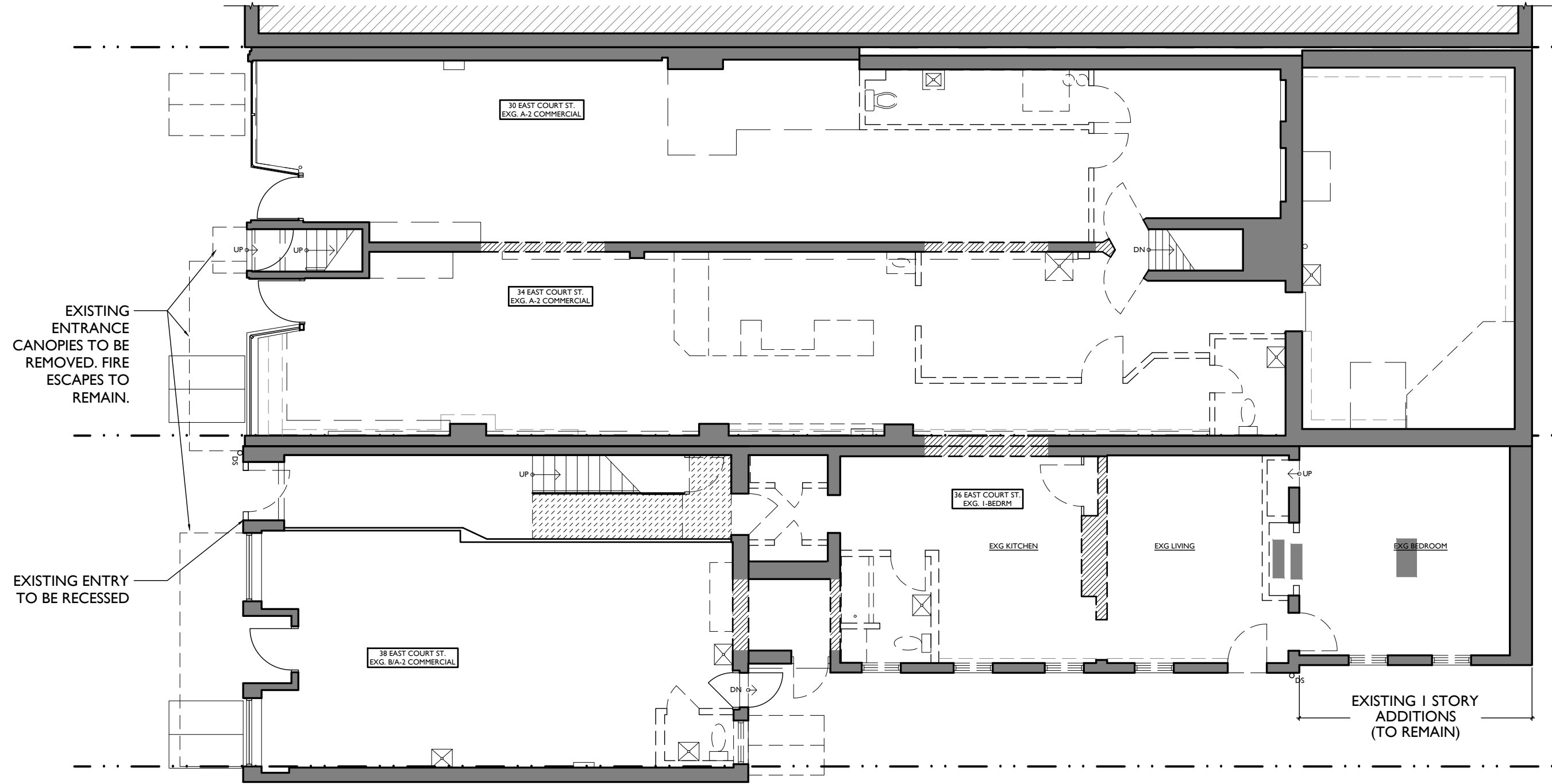
30-38 E COURT

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018

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EXISTING ENTRANCE CANOPIES TO BE REMOVED. FIRE ESCAPES TO REMAIN.

EXISTING ENTRY TO BE RECESSED

EXISTING 1 STORY ADDITIONS (TO REMAIN)

30 EAST COURT ST.
EXG. A-2 COMMERCIAL

34 EAST COURT ST.
EXG. A-2 COMMERCIAL

38 EAST COURT ST.
EXG. B/A-2 COMMERCIAL

36 EAST COURT ST.
EXG. 1-BEDRM

EXG KITCHEN

EXG LIVING

EXG BEDROOM



SCALE: 1/8" = 1'-0"

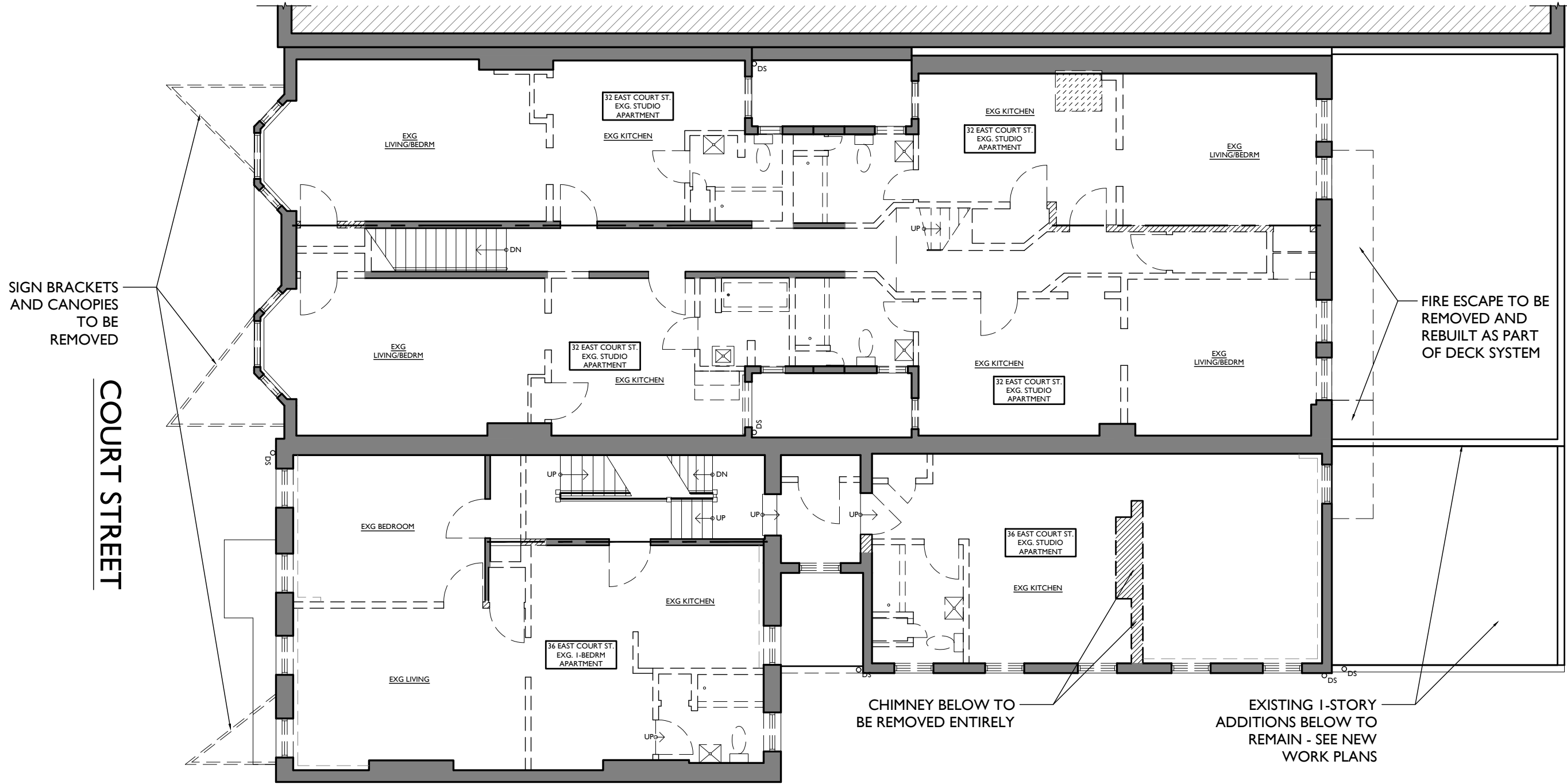
DEMO WORK - FIRST FLOOR PLAN

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
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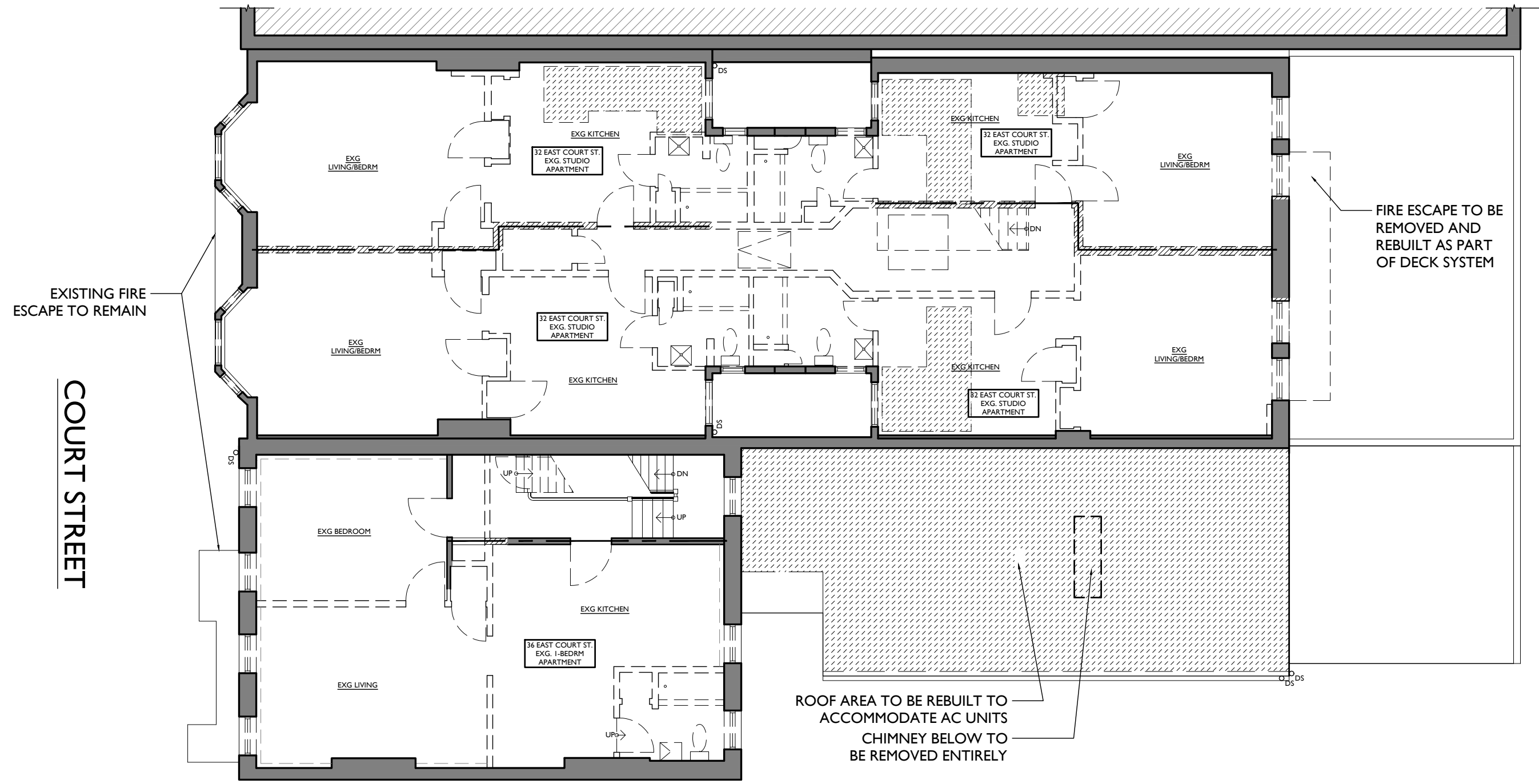
SCALE: 1/8" = 1'-0"

DEMO WORK - SECOND FLOOR PLAN



CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018



EXISTING FIRE ESCAPE TO REMAIN

COURT STREET

FIRE ESCAPE TO BE REMOVED AND REBUILT AS PART OF DECK SYSTEM

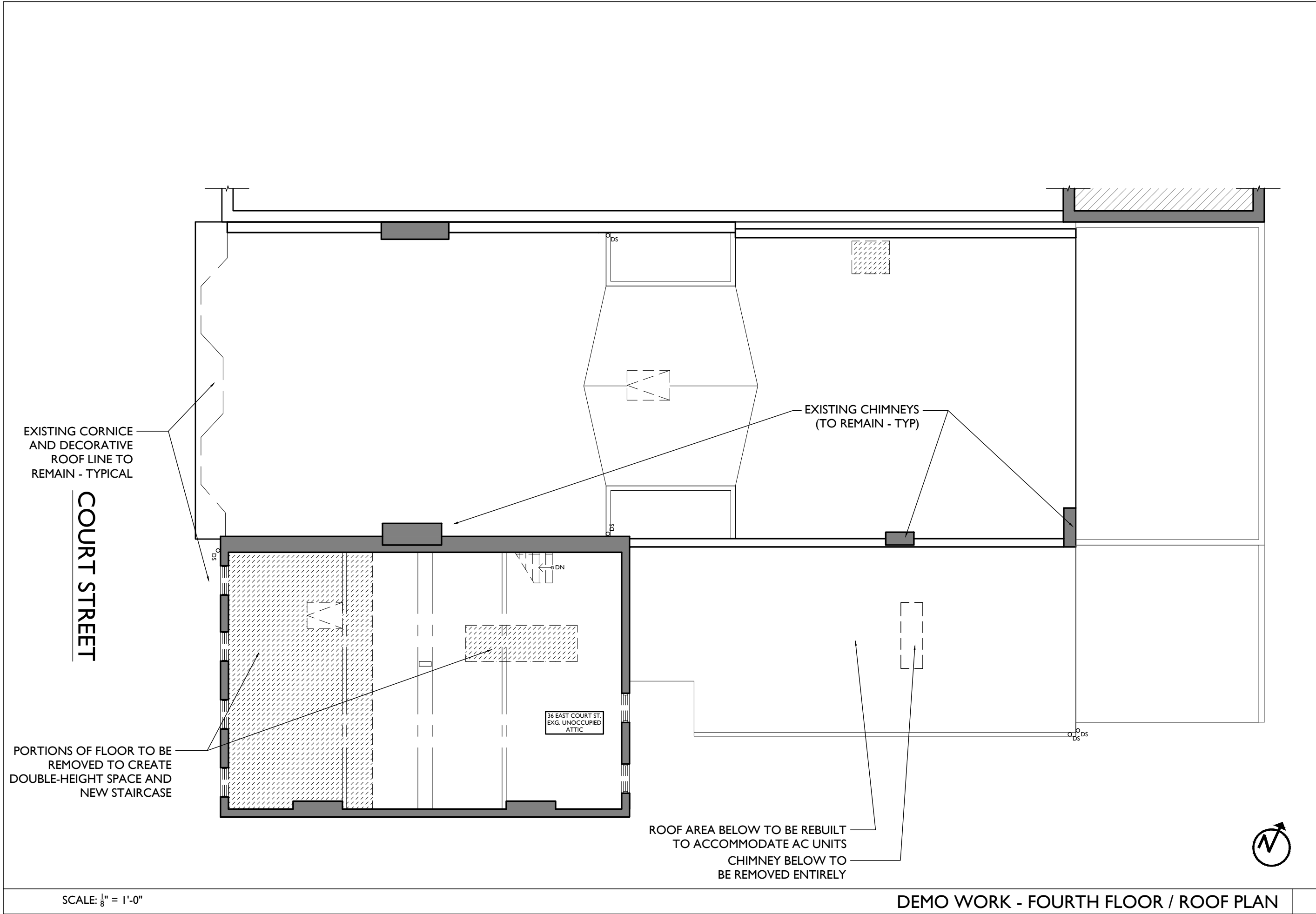
ROOF AREA TO BE REBUILT TO ACCOMMODATE AC UNITS
 CHIMNEY BELOW TO BE REMOVED ENTIRELY



SCALE: 1/8" = 1'-0"

DEMO WORK - THIRD FLOOR PLAN

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS
 30-38 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018

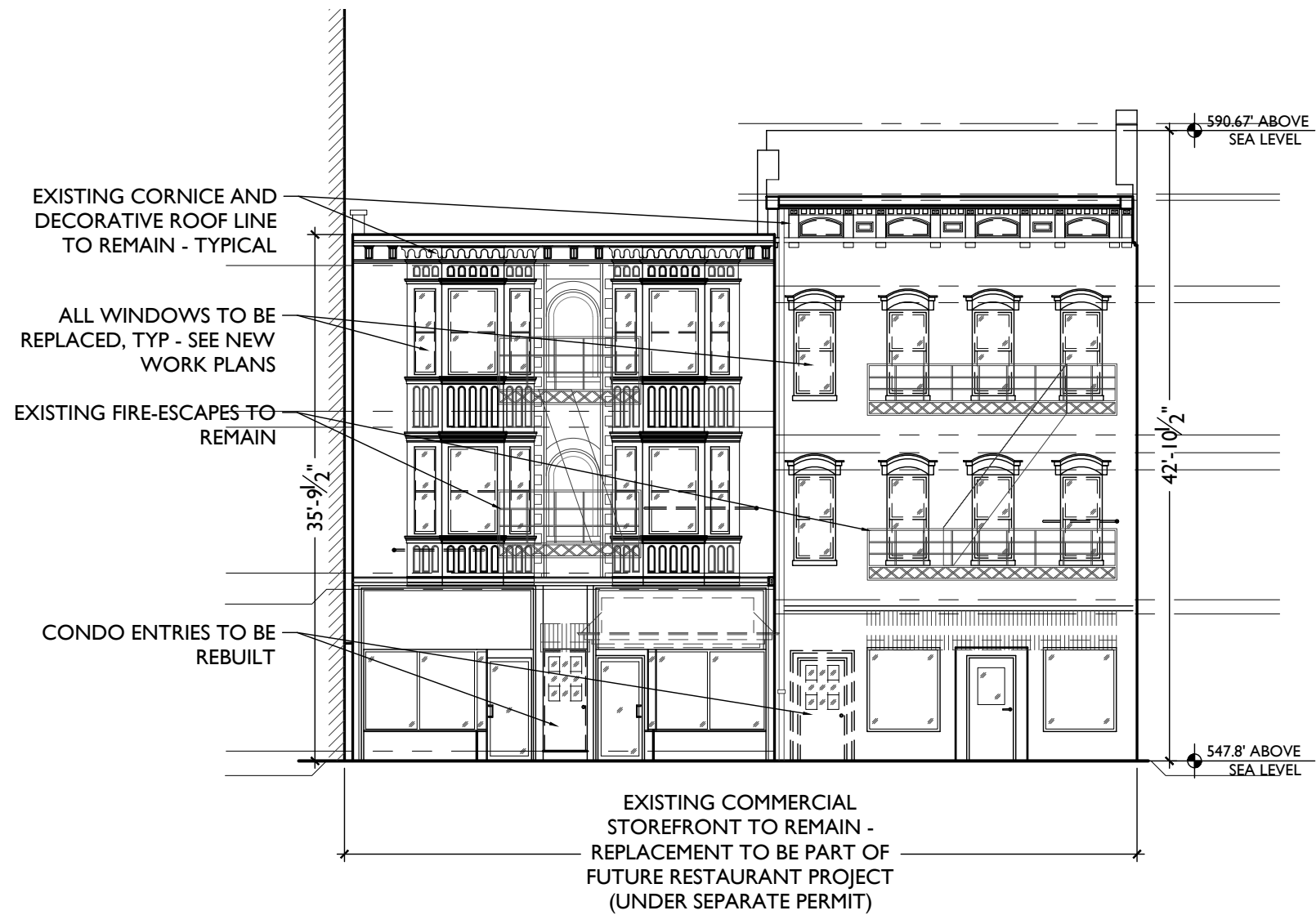


CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
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COURT STREET ELEVATION

SCALE: $\frac{3}{32}$ " = 1'-0"

DEMO WORK - ELEVATIONS

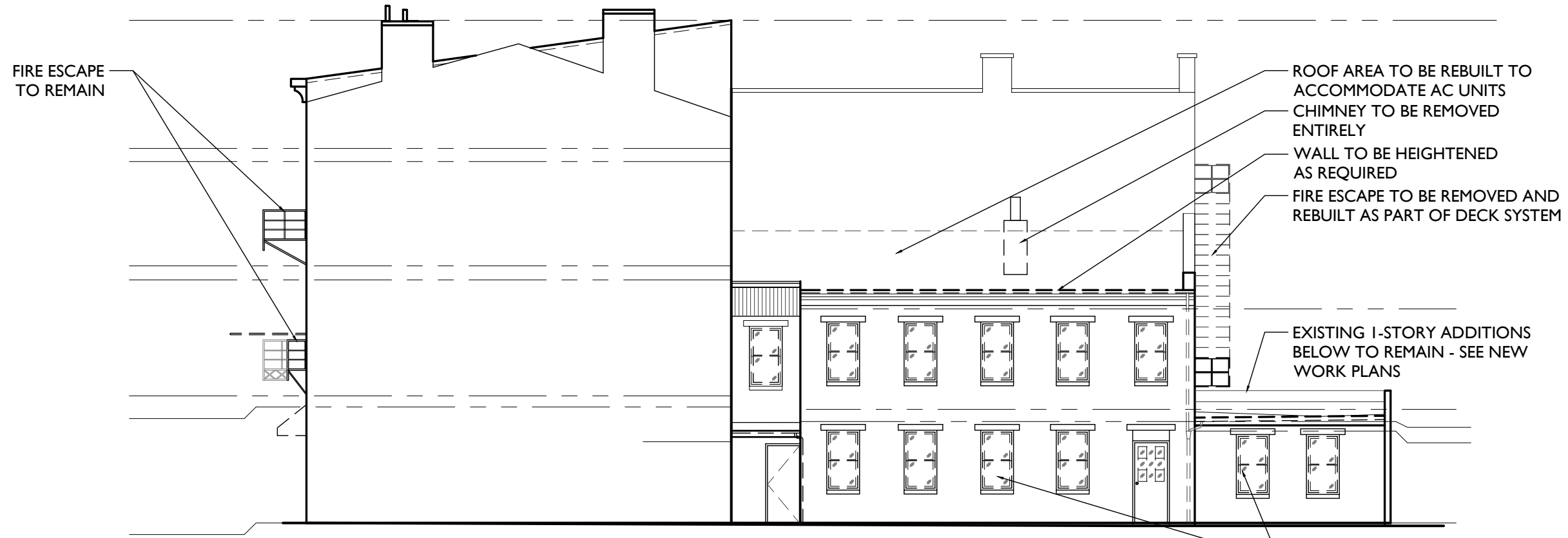
CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
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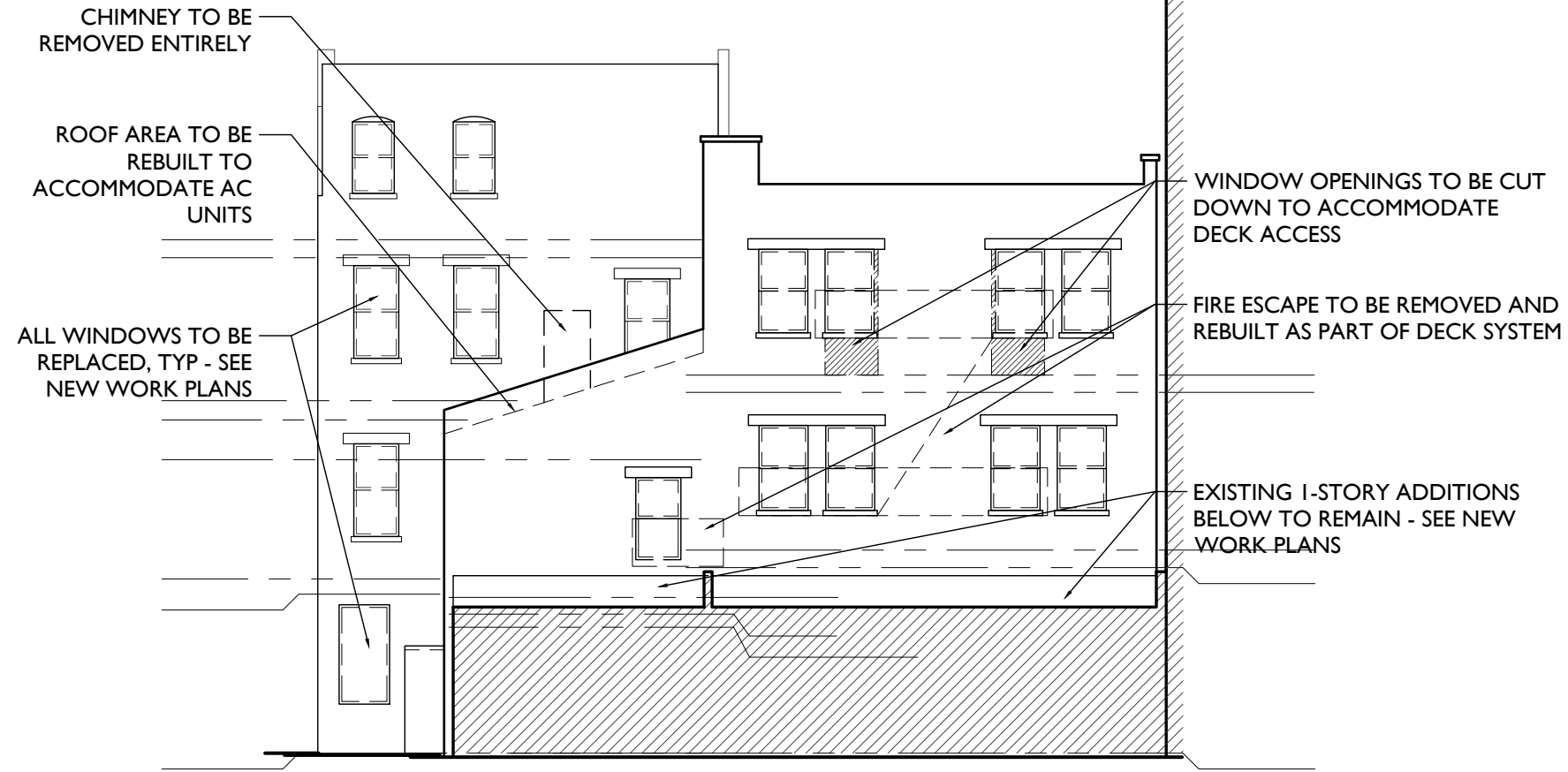
EAST ELEVATION
 (FROM EMPTY LOT AT 40 E COURT STREET)

SCALE: $\frac{3}{32}$ " = 1'-0"

DEMO WORK - ELEVATIONS

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018



ELEVATION (BEYOND)
FROM CENTRAL PARKWAY

SCALE: $\frac{3}{32}$ " = 1'-0"

DEMO WORK - ELEVATIONS

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

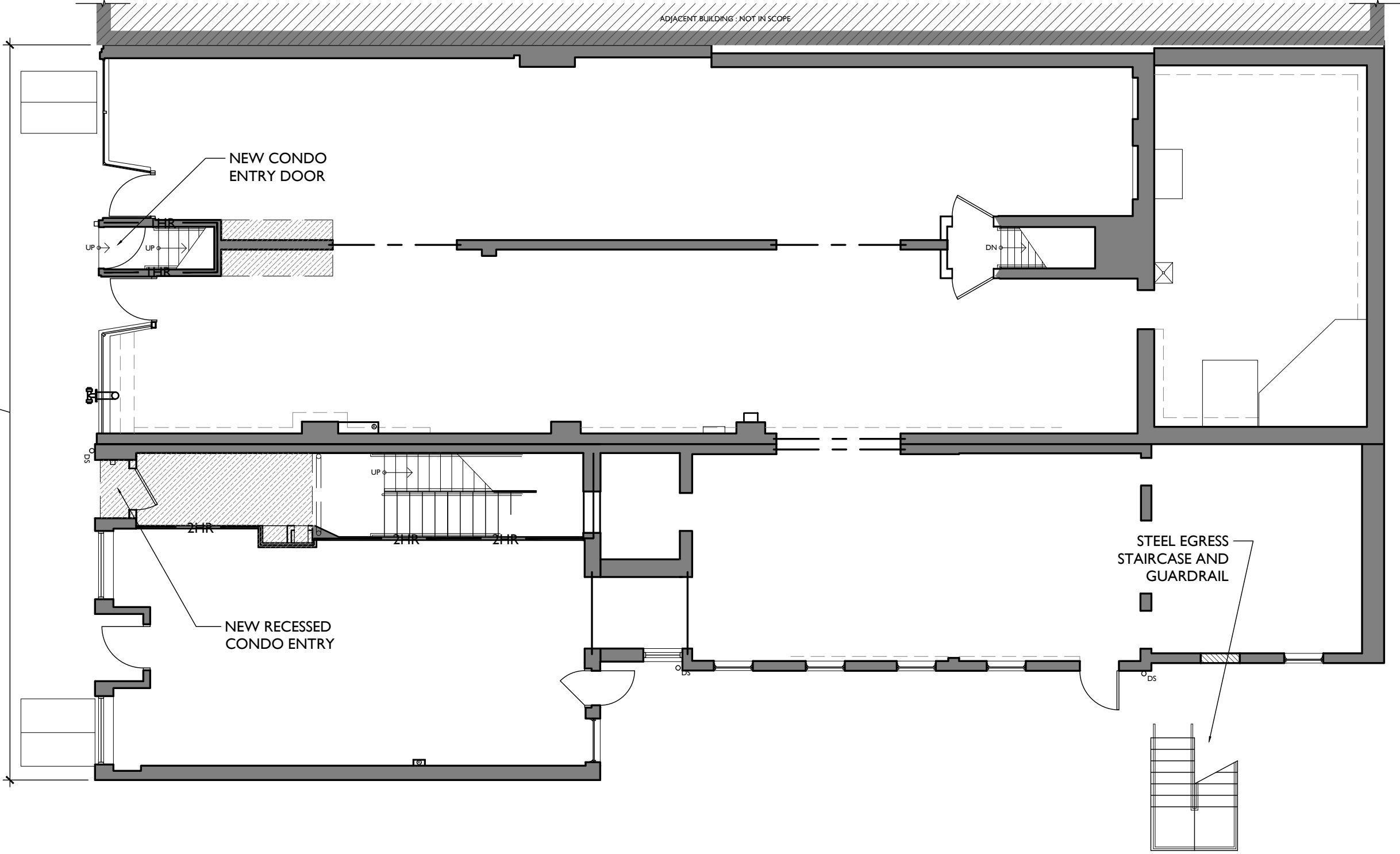
30-38 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018

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COURT STREET

EXISTING COMMERCIAL STOREFRONT TO REMAIN - REPLACE



SCALE: 1/8" = 1'-0"

NEW WORK - 1ST FLOOR PLAN

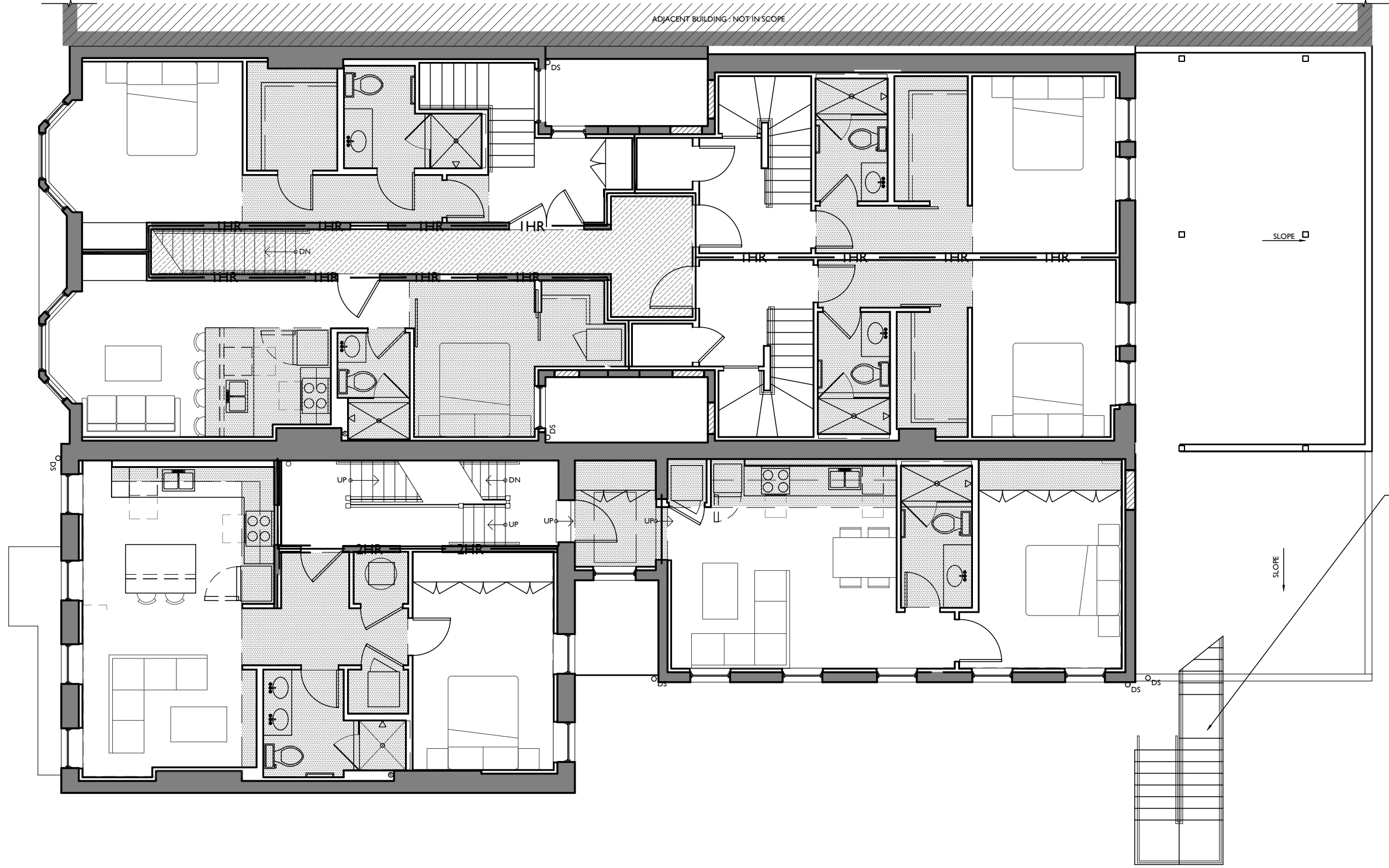
CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018

PLATTE
architecture + design

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COURT STREET



SCALE: 1/8" = 1'-0"

NEW WORK - 2ND FLOOR PLAN

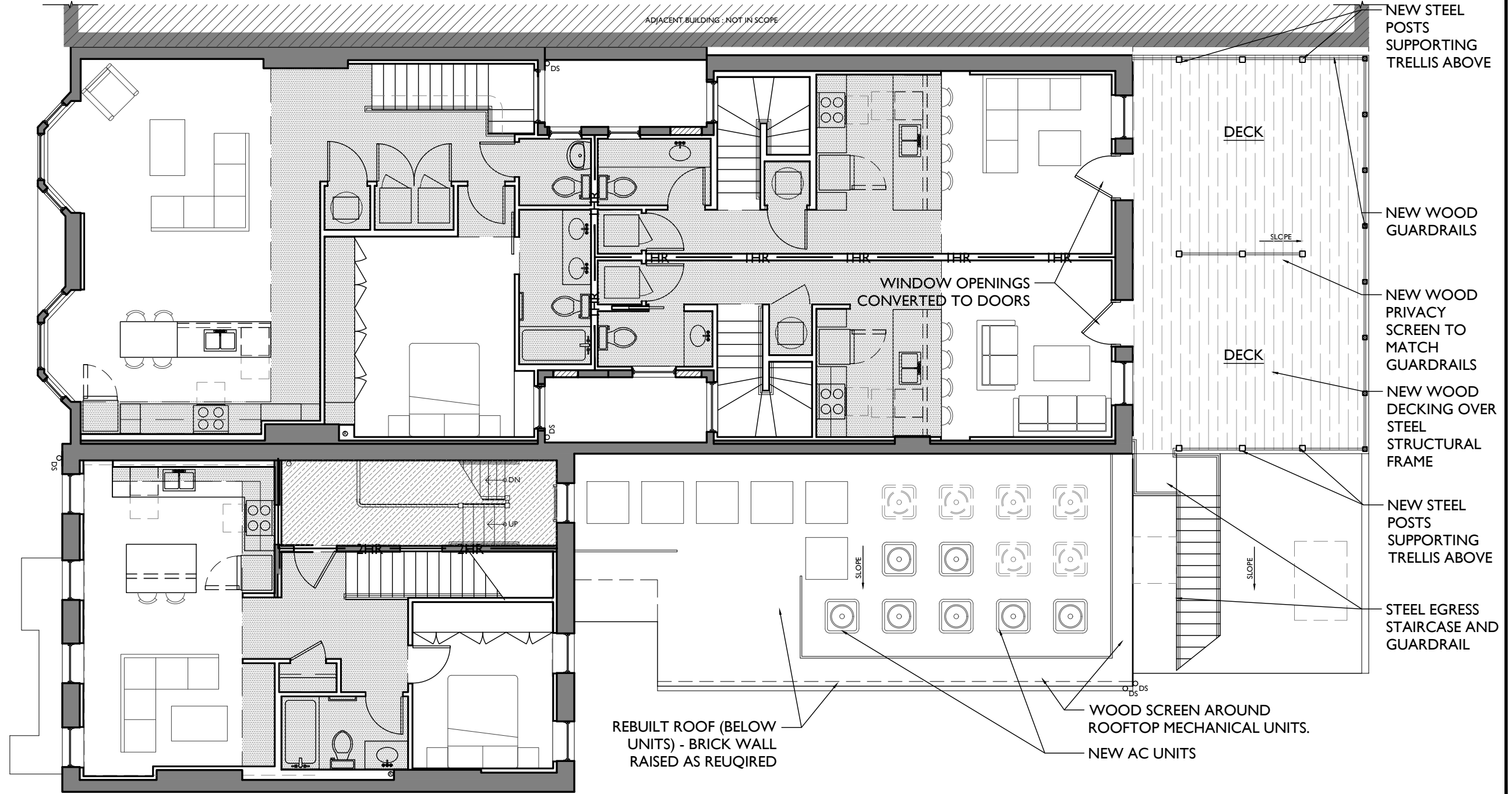
CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018

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COURT STREET



ADJACENT BUILDING : NOT IN SCOPE

NEW STEEL POSTS SUPPORTING TRELLIS ABOVE

DECK

NEW WOOD GUARDRAILS

SLOPE

NEW WOOD PRIVACY SCREEN TO MATCH GUARDRAILS

DECK

NEW WOOD DECKING OVER STEEL STRUCTURAL FRAME

NEW STEEL POSTS SUPPORTING TRELLIS ABOVE

STEEL EGRESS STAIRCASE AND GUARDRAIL

REBUILT ROOF (BELOW UNITS) - BRICK WALL RAISED AS REUQIRED

WOOD SCREEN AROUND ROOFTOP MECHANICAL UNITS.

NEW AC UNITS



SCALE: 1/8" = 1'-0"

NEW WORK - 3RD FLOOR PLAN

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

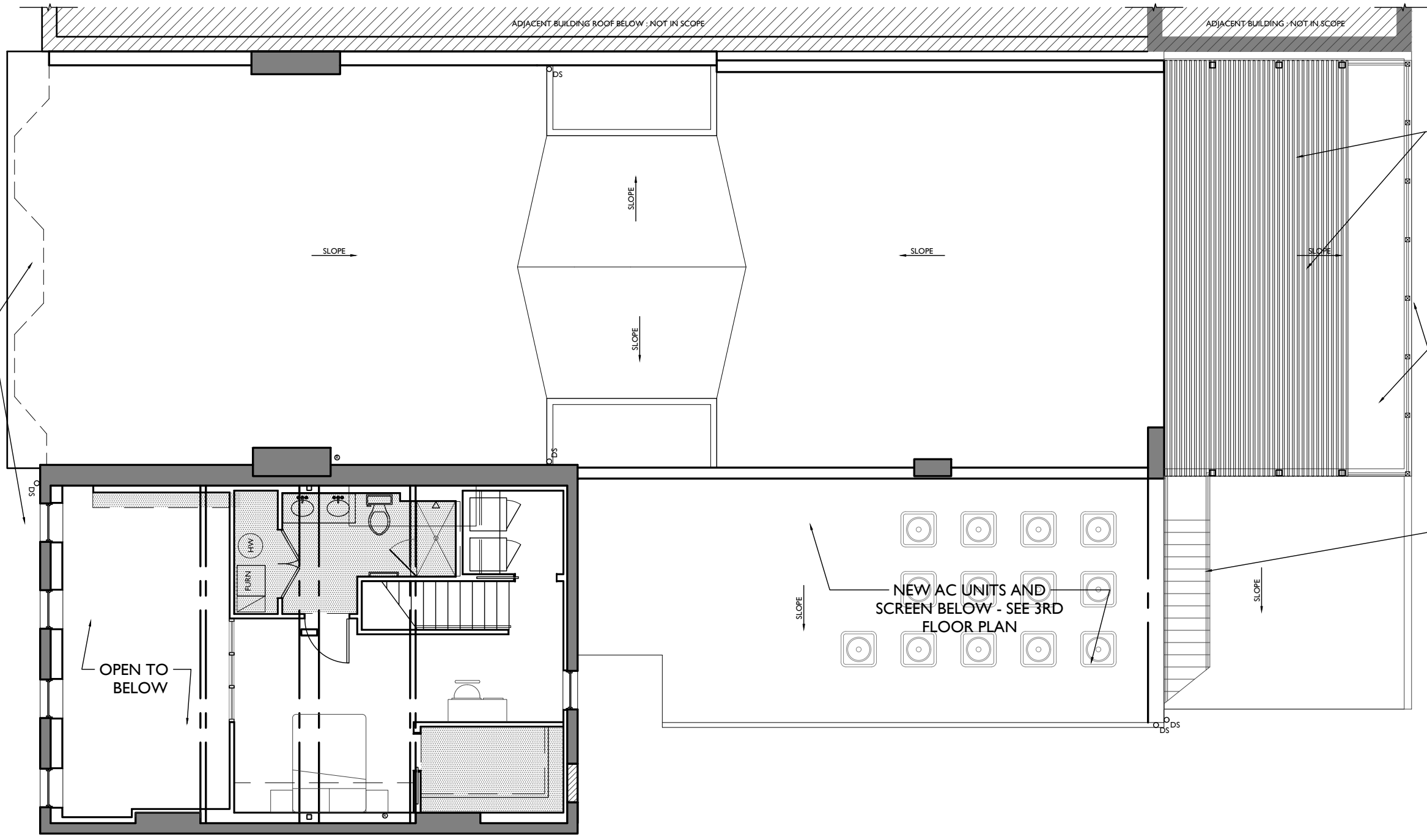
30-38 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018

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202 W. ELDER ST. SUITE 400 CINCINNATI, OH 45202
WWW.PLATTEDESIGN.COM T: 513.871.1880 | F: 513.871.1839

COURT STREET

EXISTING CORNICE AND DECORATIVE ROOF LINE TO REMAIN - TYPICAL



NEW WOOD PERGOLA/CANOPY

NEW DECK AND GUARDRAILS (BELOW)

NEW EGRESS STAIRS (BELOW)

NEW AC UNITS AND SCREEN BELOW - SEE 3RD FLOOR PLAN

OPEN TO BELOW

ADJACENT BUILDING ROOF BELOW - NOT IN SCOPE

ADJACENT BUILDING - NOT IN SCOPE



SCALE: 1/8" = 1'-0"

NEW WORK - 4TH FLOOR / ROOF PLAN

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018



COURT STREET ELEVATION

SCALE: $\frac{3}{32}$ " = 1'-0"

NEW WORK - ELEVATIONS

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

30-38 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018



EAST ELEVATION
(FROM EMPTY LOT AT 40 E COURT STREET)

SCALE: $\frac{3}{32}$ " = 1'-0"

NEW WORK - ELEVATIONS

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS
 30-38 EAST COURT STREET
 CINCINNATI, OH 45202
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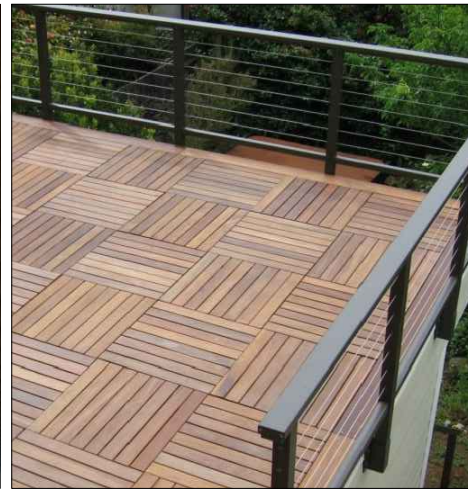
**ELEVATION (BEYOND)
 FROM CENTRAL PARKWAY**



1 WOOD SCREEN



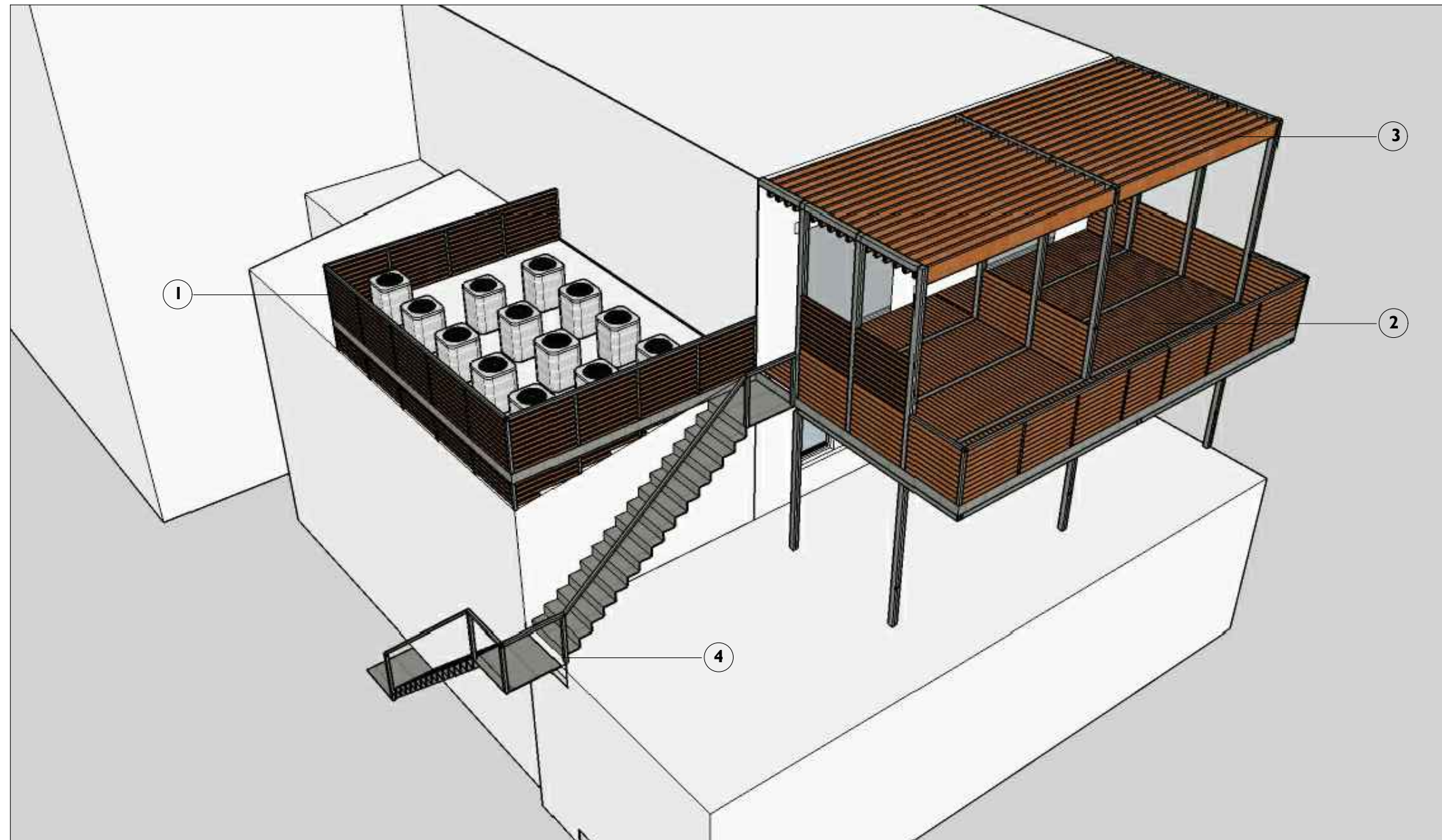
2 WOOD DECKING AND STEEL FRAMING



3 WOOD AND STEEL CANOPY



4 STEEL STAIR



ROOF DECK - PERSPECTIVE AND MATERIALS I.D.

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS
30-38 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018

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architecture + design

202 W. ELDER STREET 4TH FLOOR | CINCINNATI, OH 45202
WWW.PLATTEDESIGN.COM T: 513.871.1850 | F: 513.871.1829

January 26, 2018

Re: Proposed Redevelopment of 30-38 East Court Street

To: the Cincinnati Historic Conservation Board

As part of the redevelopment of the buildings located at 30-38 E Court street, we are proposing to add a residential deck on the rear of the structure, including the rebuild of an existing fire-escape. By locating this new deck feature towards to the rear of the site, we believe the work will have minimal impact on the distinctive features of the building and therefore fit within the Court Street Historic Guidelines.

- The primary features of the building are all located along the primary (Court Street) façade. These feature include the decorative cornice, project metal bay windows, decorative trim work, and historic fire escapes. These elements will all be retained and will be repaired and repainted as required.
- The new deck structures will be located towards the rear of the site, and will be primarily painted steel and stained wood in construction. The deck includes a canopy/pergola structure, as well a screen structure that will conceal AC units from public view. The area on which the AC units will be placed is currently a 3:12 sloped roof, likely not historic in configuration. We are proposing to rebuild this roof structure, flattening it slightly, in order to provide a more level surface for the AC units.
- We are also proposing the replacement of all windows with the Trimline DR-300 window – a product we've had much success with in the neighborhood on historic structures (including a number of SHPO tax credit projects).

While the proposed structure is visible from Central Parkway, given its distance from the public Right of way (and the likelihood of future infill development on the currently open 'Munro Muffler' site), we feel the proposed deck addition is acceptable, and compatible with the residential nature of the rear façade of the building.

Thank you for your time, and we look forward to hearing your thoughts about this project.

Sincerely,
Luke Field, Project Architect
513-871-1850

ADJUDICATION/DENIAL LETTER

Date: 01/24/2018
Location: 30-38 E Court Street
Request: Rear Deck
Zoning District: DD/Court Street Historic Conservation Overlay Zone;

Applicant Name: Luke Field

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project will be required to a Certificate of Appropriateness from the Historic Conservation Board as it is within a Historic Conservation Overlay Zone.

All documents under the Historic Conservation Board Review and Required for all New Construction, Major Alterations and Additions section **that are checked** are a required part of the submission and the submission will not be considered complete unless all of these documents are included. Please submit **only 3** copies application and all documents that are required. You will be required to submit 10 copies of the packet closer to the date of the Historic Conservation Board meeting. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. **A \$606.09 fee is required with the submission as well.** The next deadline is January 26, 2018 for the March 12, 2018 Historic Conservation Board Meeting.

Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

1. No- Zoning Relief Required

The 3 copies of the applications and documents required will be turned into the *Law Department- Office of Administrative Boards*. Their office is located on the 5th floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

You may also contact me at the information listed below with historic conservation or zoning questions, concerns or to make an appointment.

Sincerely,



Beth Johnson
Urban Conservator
(p): 513-352-4848
(e): beth.johnson@cincinnati-oh.gov

CINCINNATI'S HISTORIC CONSERVATION OFFICE

Documents Required for Review for Historic Conservation Board Review



The Historic Conservation Office will provide this list with the required items checked off once an Adjudication/Denial letter is issued.

- 3 complete hard copies at the time of application.
- All drawings formatted to 11x17 or 12x18.
- Digital copy in PDF format provided on CD, USB drive, or emailed to beth.johnson@cincinnati-oh.gov
- Adjudication/Denial Letter and this checklist
- Certificate of Appropriateness Application Form
- A letter/narrative statement of intent and how the project meets the applicable Historic Conservation Guidelines
- Zoning Hearing Examiner Application Form
- A letter/narrative statement required in Section 6 of the Zoning Hearing Examiner Application
- The Hamilton County Auditors record or other documentation showing property ownership
- A letter/email of permission from owners, lease, contract to purchase or other agreement demonstrating the applicant or owner's legal basis to seek the COA or Zoning Relief
- A list of the applicants' witnesses and expert witnesses who you expect to testify at the hearing or legal counsel, if any
- 8 business days before the hearing date 10 hard copies and a digital copy in one pdf or for the final board packet. Drawings must be formatted and retain the proper scale in 11x17 or 12x18.
- Other Documents or information applicant wants to present for their case
- Non-Refundable Application Fee. Checks made payable to the City of Cincinnati. \$ 606.09

All Drawings and Plans must include the following

- A graphic scale required on all drawings
- North arrows on all site, context and floor plans
- Elevations labeled with North, South, East West, front, side and rear labels
- Street names labeled
- Date and/or revision dates

Architectural Drawings and Plans

- An index of drawings located on the first sheet
- Context Map showing the building within at least a block of context
- Existing and proposed site plans including
 - Parcel/boundary lines
 - Building footprints and dimensions labeled
 - Setback dimensions from all property lines labeled
 - Existing and proposed principal and accessory buildings, including location, dimensions, and height labeled;
 - All properties and their structures immediately adjacent to the site
- Existing and proposed elevation drawings
 - Total Height from grade to top of the building
 - Total height- ASL (Above Sea Level)
 - Materials labeled
- Existing and proposed floor plans and roof plans (with chimney locations)
 - Residential and Commercial Spaces labeled. Residential Spaces must be numbered.
 - Square feet of commercial spaces listed

- Site section and/or Site elevations including any adjacent properties
- Driveways, sidewalks, walkways, terraces, and other paved surfaces
- Existing and proposed accessory structures, including walls, fences, porches, lighting, signs, and other site improvements;
- Existing and proposed landscape areas and materials, if proposed to be altered;
- Proposed materials, textures, and colors. Include Make, model and series for proposed materials
- Labeled photos of all sides of the building and a 1 block streetscape context in all directions
- Site line drawings for any roof additions.
- A color rendering, axonometric drawings and/or perspective of the proposed construction (required on infill projects)

Required if applicable to the project

- Historic Sanborn Maps of the site
- Window brochures and cut sheet
- Roof product information (brochure)
- Garage door brochures
- Sample materials or color samples. _____
- Fence drawings of style, fence brochures or photo of a sample fence
- Signs; drawings, photo showing the sign on the building, mounting info, materials, colors and illumination
- Mature tree removal requires a letter from an arborist stating its poor health
- All written correspondence submitted by the applicant and other affected persons
- Tentative project schedule
- _____
- _____
- _____

Demolition (full or partial) for Historic Conservation Districts and Landmarks

- Demolition Case Sheet and all required information listed on the sheet unless otherwise not required by the Urban Conservator in writing and provided with application.
- Statement of plans for the property after demolition.

Hillside Overlay Zone (CZC § 1433)

- A development plan, accompanied by a property survey, showing existing vegetation and proposed development, and where applicable, streets, drives, parking areas, walkways, heights of structure(s), location of structures, elevation and setback of proposed buildings, drainage, existing contours and proposed grading and new landscaping plans, proposed uses and square footage of uses and recreational facilities;
- A preliminary geotechnical evaluation;
- A determination of the maximum building envelope;
- Average slope/grade of the property; and
- Graphic illustrations demonstrating that the proposed improvement or new structure has not exceeded the maximum building envelope

For additional questions contact Beth Johnson, Urban Conservator at 513-352-4848 or beth.johnson@cincinnati-oh.gov

Note: The aforementioned information is general in nature. Additional information may be required by the Urban Conservator once the application is submitted. Please use this list to plan for the potential documents that could be required for a submission.



II Centennial Plaza
 805 Central Avenue, Suite 500
 Cincinnati, Ohio 45202
 Monday- Friday 7:30 am—4 pm
 (513) 352-4848
Urban.Conservator@Cincinnati-OH.gov

Office Use Only	
Application #:	_____
Date Accepted:	_____
<input type="checkbox"/> Staff Review	<input type="checkbox"/> Board Review
<input type="checkbox"/> Paid:	_____
Date Perfected:	_____
Hearing Date:	_____

CERTIFICATE OF APPROPRIATENESS APPLICATION

SUBJECT PROPERTY

Site Address: _____
 Hamilton Co. Parcel ID No.: _____ Zoning District: _____
 Historic District: _____ Overlay District: _____

PRIMARY CONTACT INFO PROPERTY OWNER OTHER _____ (AGENT, ATTORNEY, ARCHITECT, ETC.)

Name: _____
 Contact Person (if legal entity): _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ E-mail: _____

PROPERTY OWNER INFO SAME AS ABOVE

Name: _____
 Contact Person (if legal entity): _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ E-mail: _____

CERTIFICATE OF APPROPRIATENESS (SELECT ALL THAT APPLY)

- New Construction Alteration Demolition

Provide a very brief summary of the project:

ZONING RELIEF Yes No

Provide a very brief summary of the zoning relief requested:

SUBMISSION REQUIREMENTS & REQUIRED ATTACHMENTS

Demolition requests must include all required demolition forms.
All applications that include requests for zoning relief must include a zoning hearing application.
All persons seeking historic tax credits must provide a copy of their approved part II tax credit application.

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature: _____ Date: _____

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

APPLICATION #: COA2018006
APPLICANT: Platte Architecture
OWNER: 3CDC
ADDRESS: **44-56 East Court Street**
PARCELS: 076-002-0223; 0224, 0225, 0226
ZONING: DD
OVERLAYS: Court Street Historic District
COMMUNITY: Downtown
REPORT DATE: March 1, 2018
HEARING DATE: Pre-hearing January 21, 2018
STAFF REVIEW: Beth Johnson, Urban Conservator

Nature of Request:

The applicant is requesting a Certificate of Appropriateness (COA) for a rooftop deck and access addition.

Existing Conditions:

The property at 44-56 East Court Street is a row of buildings at the corner of E Court Street and Walnut Street. All the buildings are from the late 1800's and are Victorian brick mixed use building. The buildings will be rehabilitated into one building with residential units on the top floors and commercial on the first floor.

Proposed Conditions:

The proposed changes to the property include the following:

- Roof deck with wood decking set into the existing roof line or on the roof of the building.
- A stair enclosure sided with Nichiha panels, steel and windows.
- Extend an existing stair tower up 2 feet

Approvable at a staff level

- Removal of non-historic window openings and rebricking them up
- Replacement/repair of existing storefront with like for like materials
- New windows throughout. Windows are Trimline- DR Aluminum Clad wood windows to match existing configuration of windows
- Restoration of cornice work
- New entrance on the side to allow for ADA accessible entrance
- Bricking up non-original door opening on the side.



Figure 1: Context map of 44-56 E Court Street. Map provided by CAGIS.



Figure 2: Picture of 44-56 E Court Street. Image from applicant

Previous Reviews: N/A

Applicable Zoning Code Sections:

Zoning District: [Section 1409](#) Residential
HCB authority: [Section 1435-05-4](#)
Overlays: [Section 1435](#) Historic Preservation
Historic District/Reg: [Over the Rhine Historic District](#)
COA Standard: [Section 1435-09-2](#) Certificate of Appropriateness;
Standard of Review

Zoning Review

The subject property is currently a three mixed use buildings with residential above and will be rehabilitated similarly but as one building. The buildings are existing building in the DD zoning district and will not be required to provide parking for the uses. The proposed uses or residential and commercial are permitted in the zone as well. All signs, awning or other changes on the buildings that are not on the proposed drawings will be reviewed as they are proposed.

Certificate of Appropriateness Review:

A Certificate of Appropriateness is required for the construction of roof decks and changes to the facades. The applicant is proposing rehabilitation on the front of the building including removing unsympathetic and non-historic changes to the building including the addition and enlargement of window openings, boarding up/reduction of window openings, removal of historic material. The façade changes are considered a restoration and rehabilitation and are correcting unsympathetic changes.

The proposed roof deck is cut into the existing and the enclosure is limited to the stairwell. The proposal does include a canopy on the roof for shade. This canopy will not be highly visible from the streets and is set back from the Court Street and Walnut Street facades.

There is also a small height addition to an existing stair tower. As this is an existing tower and the height change is minimal, staff does not consider this an adverse impact.

The Court Street design guidelines do not speak directly about roof decks or decks, but they have a section on additions.

Additions

ADDITIONS A. Intent and General Guidelines

1. Appropriate additions are encouraged as a means of providing for current and future needs and providing for continued use of existing district buildings.

As this building currently has no opportunity for outdoor space as it is built to zero lot lines, the rooftop decks provide an opportunity for outdoor living space for the apartments in this building.

2. Additions should respond architecturally to adjacent buildings in general and to the building they are a part of in particular.

The roof deck is not changing the roof line as the roof was a flat roof and they are lowering the roof. This roof is not visible at all from the street.

3. If the original building is architecturally significant, the addition should take a respectful "back seat" to it. The addition should not overpower the original. An addition may be taller than the original building if site considerations and care design still allow the old building to remain dominant.

This building is listed as significant in the Court Street Historic District. As the roof top deck is not visible from either Court Street or Walnut Street, the roof deck is taking a back seat to the original building and will not overpower the original building.

4. In general, additions should follow new construction guidelines. They should appear contemporary but compatible in character with the original. They should be sympathetic but not imitative in design.

The design is simple and is made of wood, steel and nichia cement fiberboard siding. These materials are contemporary and simple and will create simple background shapes to the building.

5. The appropriateness of design solutions will be based on the program needs of the applicant with 1) how well the proposed design relates to the original building and neighboring buildings and 2) how closely the proposal meets the intent of these general guidelines and the specific guidelines for new construction.

Staff feels the design is appropriate for the reasons stated above.

Other Considerations:

Prehearing Results: The applicant was present.

Comments Provided to Staff: N/A

Consistency with *Plan Cincinnati (2012)*:
"Sustain" Initiative Area "Preserve our built history"

Recommendation:

Staff recommends the Historic Conservation Board take the following actions:

I. CERTIFICATE OF APPROPRIATENESS

1. **APPROVE** a Certificate of Appropriateness for 44-56 E Court Street per the plans submitted by Platte Architecture and Design dated 1.26.2018 with the following conditions
 - a. Lots shall be consolidated.
 - b. All signs and sign brackets not in use are to be removed per Section

1427-45 of the Cincinnati Zoning Code.

- c. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.

2. **FINDING:** The Board makes this determination per Section 1435-09-2:

- a. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.
- b. The roof deck is not highly visible from the street is set in the least visible part of the roof.

ECLIPSE

DOUBLE-HUNG

Eclipse (e.clipse´) n. 1. *The partial or complete obscuring of one celestial body by another.* 2. *To surpass; outshine.*

A product has never been more aptly named... TrimLine's Eclipse Double-Hung truly does "surpass and outshine" its competition...with a look that's "out of this world."

The richly appointed Eclipse Double-Hung product line has the look and feel of wood windows of a by gone era. The Eclipse blends the ageless style and warmth of wood with the convenience of E-Z tilt sash, a maintenance free aluminum clad exterior and the energy efficiency you'd expect to find in today's windows. The Eclipse Double-Hung features standard bright brass or polished chrome release latches for its E-Z tilt sash which travel in a concealed track system designed to preserve a more authentic looking wood sash pocket, reminiscent of a look and feel from a time ago. An elegant mortised locking mechanism and traditional style sash lifts of bright brass or polished chrome complete the hardware appointments.

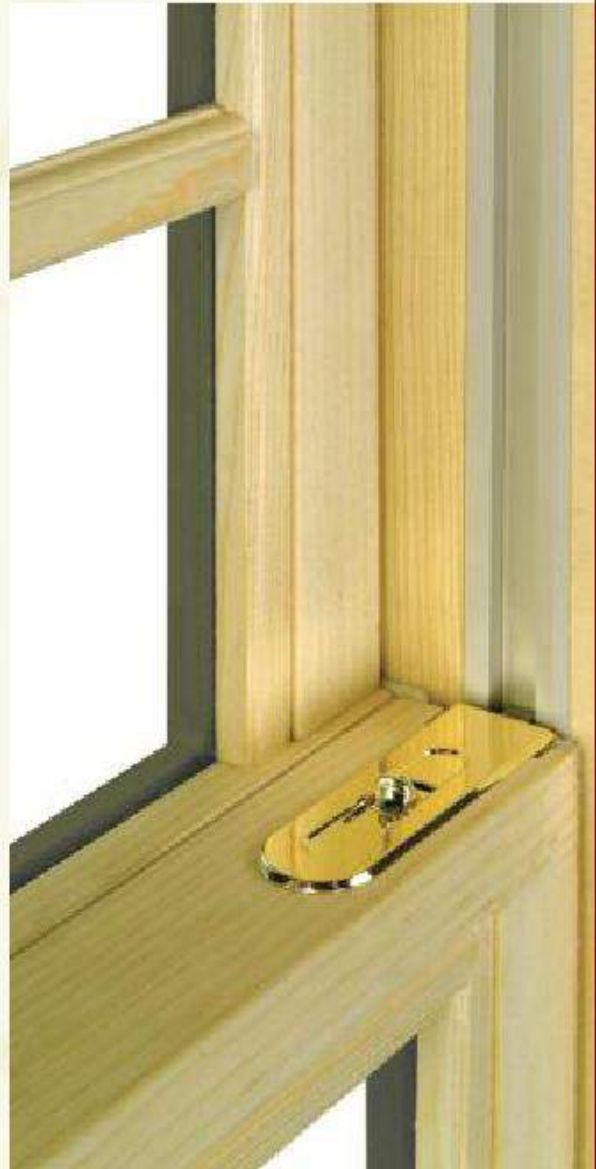
All models are furnished standard in pine with TrimLine's Comfort Plus Low E glass system with Warm Edge Super Spacer and Argon gas. Hardwoods of oak, cherry and mahogany are also available as are custom color exteriors.

ECLIPSE – FRAME SYSTEM OPTIONS

E200 – 3 1/4" replacement jamb for sash pocket installation.

E300 – Full jamb for remodeling applications where a complete frame replacement is required.

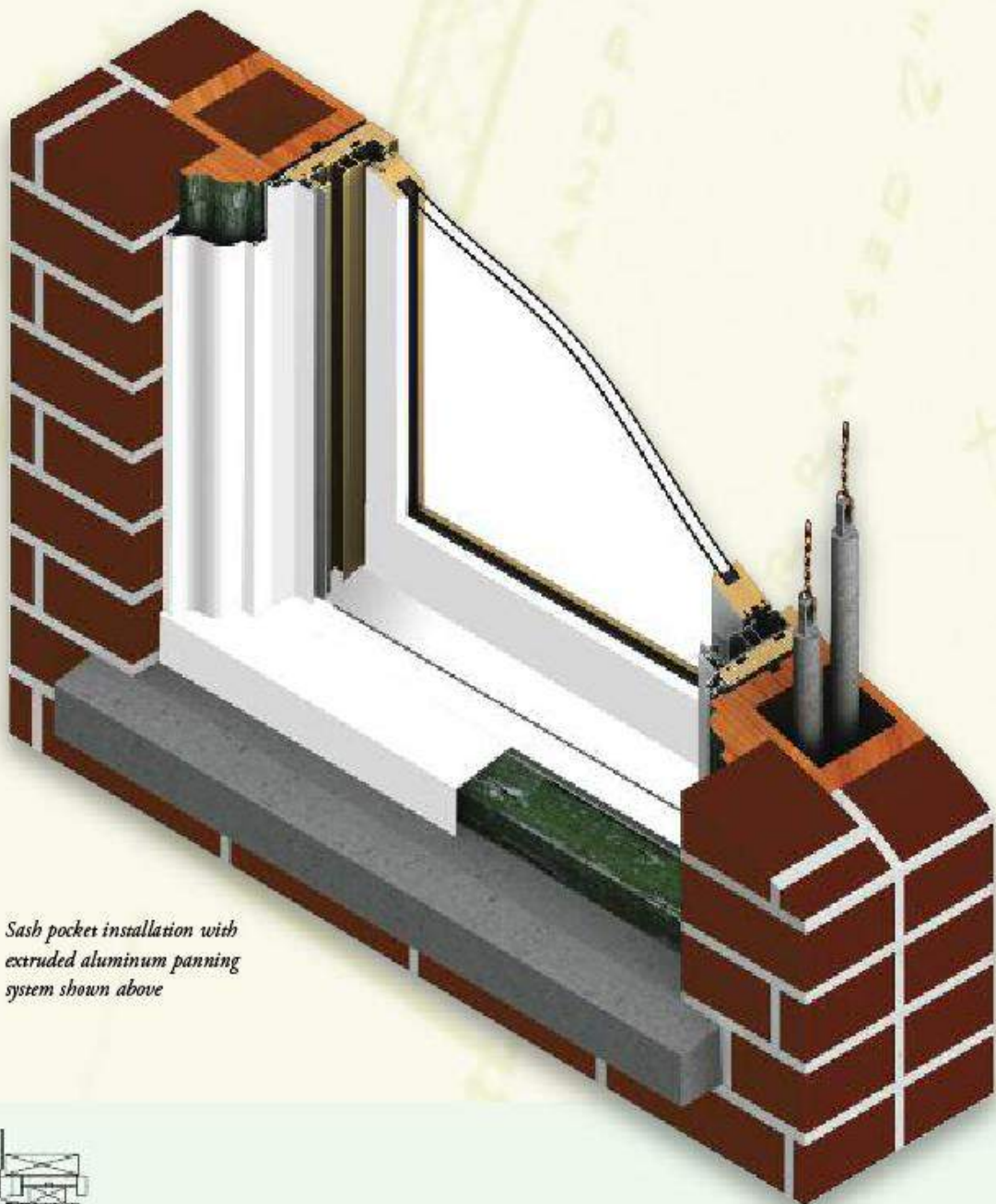
E100 – 4 9/16" jamb with nailing fin for new construction.



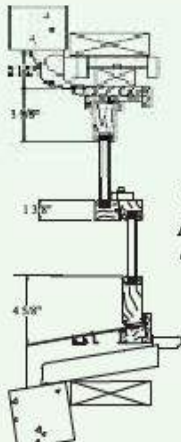
DOUBLE HUNG

DR300 REMODELING

Legends SERIES DR300 REMODELING WINDOWS



Sash pocket installation with extruded aluminum panning system shown above



Typical panning application.

The Legends Series DR300 double-hung is designed for both residential and commercial remodeling applications where a full frame replacement is required or for sash pocket installations where an extruded aluminum panning system can be used to cover the old window casings (See page 12 for other options). Order by manufacture size to the 1/8" in width and height the unit which has a standard full 4 9/16" jamb can be ordered in any jamb depth. The DR300 is also ideal for use in replacement applications of existing openings where the old window has been completely removed and an accessory brickmoulding is attached to fill the void left from the old window casing. Custom design brickmoulding and panning profiles are also available. DR300 is available with standard full screen or optional sliding half screen.

The look you envisioned... the Performance you hoped for

Get the clean lines
you are after with our
Modern Series



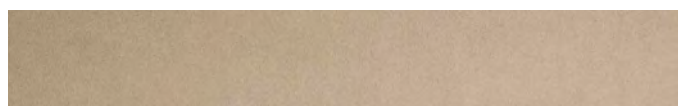
ARCHITECTURALBLOCK™



GRAY



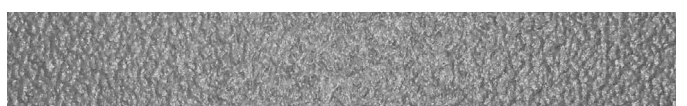
MOCHA



TUSCAN

ARCHITECTURALBLOCK™	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" [H] x 71-9/16" [L] (455MM [H] x 1,818MM [L])
THICKNESS (ACTUAL MM)	5/8 (16MM)
WEIGHT (LBS. PER PANEL)	35.2
WEIGHT (LBS. PER SQ. FT.)	3.9
EXPOSED COVERAGE (SQ. FT. PER PANEL)	8.88 SQ. FT.
PACKAGING (PIECES PER PACK)	2 [17.76 SQ. FT.]
*APPEARANCE AND TEXTURE MAY VARY BY COLOR	

TUFFBLOCK™



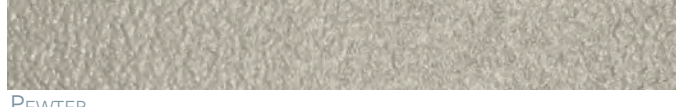
STEEL



BAMBOO



WALNUT



PEWTER

TUFFBLOCK™	AWP 1818
DIMENSIONS (ACTUAL MM)	17-7/8" [H] x 71-9/16" [L] (455MM [H] x 1,818MM [L])
THICKNESS (ACTUAL MM)	5/8 (16MM)
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Making modern possible with the power of fiber cement

The clean, modular look of Nichiha ArchitecturalBlock is a versatile choice for commercial and residential projects alike. Its cool modern tones and subtle seams are the perfect partner for gleaming glass, stainless steel or even paired with the warmth of wood. ArchitecturalBlock is a handsome, durable and cost-effective solution. The ease of installation and wide variety of corner options make it as popular with contractors as it is with clients.

TuffBlock offers many of the same features as ArchitecturalBlock, but takes modern to the next level with its tough, textured finish. TuffBlock remains true to its name with a strong construction that is backed by the power of fiber cement. This product means business and is built to last. TuffBlock is the perfect Architectural Wall Panel for high-traffic areas as it stands up against everyday wear and tear.

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202 W. ELDER STREET 4TH FLOOR | CINCINNATI, OH 45202
WWW.PLATTEDESIGN.COM T: 513.871.1850 | F: 513.871.1829

LIST OF WITNESS

1. LUKE FIELD – PROJECT ARCHITECT
2. LAUREN MOORE - PROJECT DESIGNER
3. SPENCER GOLDEN-SIMS– OWNER REPRESENTATIVE

ARCHITECT

PLATTE DESIGN
202 W. ELDER STREET, FL 4
CINCINNATI, OH 45202
(513) 871-1850

STRUCTURAL ENGINEER

GOP LIMITED
644 LINN STREET, STE. 936
CINCINNATI, OH 45203
(513) 621-7073

MEP&S ENGINEER

MARQUE ENGINEERING
2055 READING RD. SUITE 280
CINCINNATI, OH 45202
(513) 901-0042

CIVIL ENGINEER

WOOLPERT
1203 WALNUT STREET
CINCINNATI, OH 45202
(513) 272-8300

COURT STREET CONDOMINIUMS HCB APPLICATION SET

44-56 EAST COURT STREET
CINCINNATI, OH 45202

PLATTE
architecture + design

202 W. ELDER ST. SUITE 400 CINCINNATI, OH 45202
WWW.PLATTEDESIGN.COM T: 513.871.1850 | F: 513.871.1839



PROJECT DESCRIPTION

THE PROJECT IS THE COMBINATION AND RENOVATION OF 4 HISTORIC BUILDINGS ON COURT STREET. THE EXISTING BUILDINGS ARE MIXED USED, INCLUDING COMMERCIAL USES AT THE 1ST FLOOR, STORAGE AT THE BASEMENTS, AND RESIDENTIAL USE AT FLOORS 2-4 ABOVE. THE BUILDINGS ARE ON SEPARATE PARCELS THAT HAVE BEEN CONSOLIDATED INTO A SINGLE PARCEL. WE ARE THEREFORE CONSIDERING IT TO BE A SINGLE MULTI-USE BUILDING.

THE EXISTING USE GROUPS ARE TO REMAIN, HOWEVER THE INTERIOR CIRCULATION AND RESIDENTIAL UNIT LAYOUTS WILL BE MODIFIED. NEW WORK WILL INCLUDE NEW INTERIOR FRAMING, KITCHENS, BATHROOMS, LIVING SPACES, AND COMPLETE REPLACEMENT OF MECHANICAL, ELECTRICAL, PLUMBING AND FIRE-SUPPRESSION SYSTEMS. THE FIRST FLOOR WILL BE WHITE-BOXED FOR FUTURE COMMERCIAL USE. (ADDITIONAL WORK TO BE SUBMITTED UNDER A SEPARATE PERMIT AT A LATER DATE).

PROJECT WILL ALSO INCLUDE THE CONVERSION OF A PORTION OF THE 5TH FLOOR ATTIC/RESIDENTIAL SPACE INTO A COMMUNAL ROOF DECK FOR THE RESIDENTS OF THE BUILDING. THIS WORK WILL INCLUDE THE REMOVAL OF A PORTION OF THE ROOF STRUCTURE, REINFORCEMENT OF FLOOR JOISTS, AND THE EXTENSION OF TWO STAIR TOWERS.

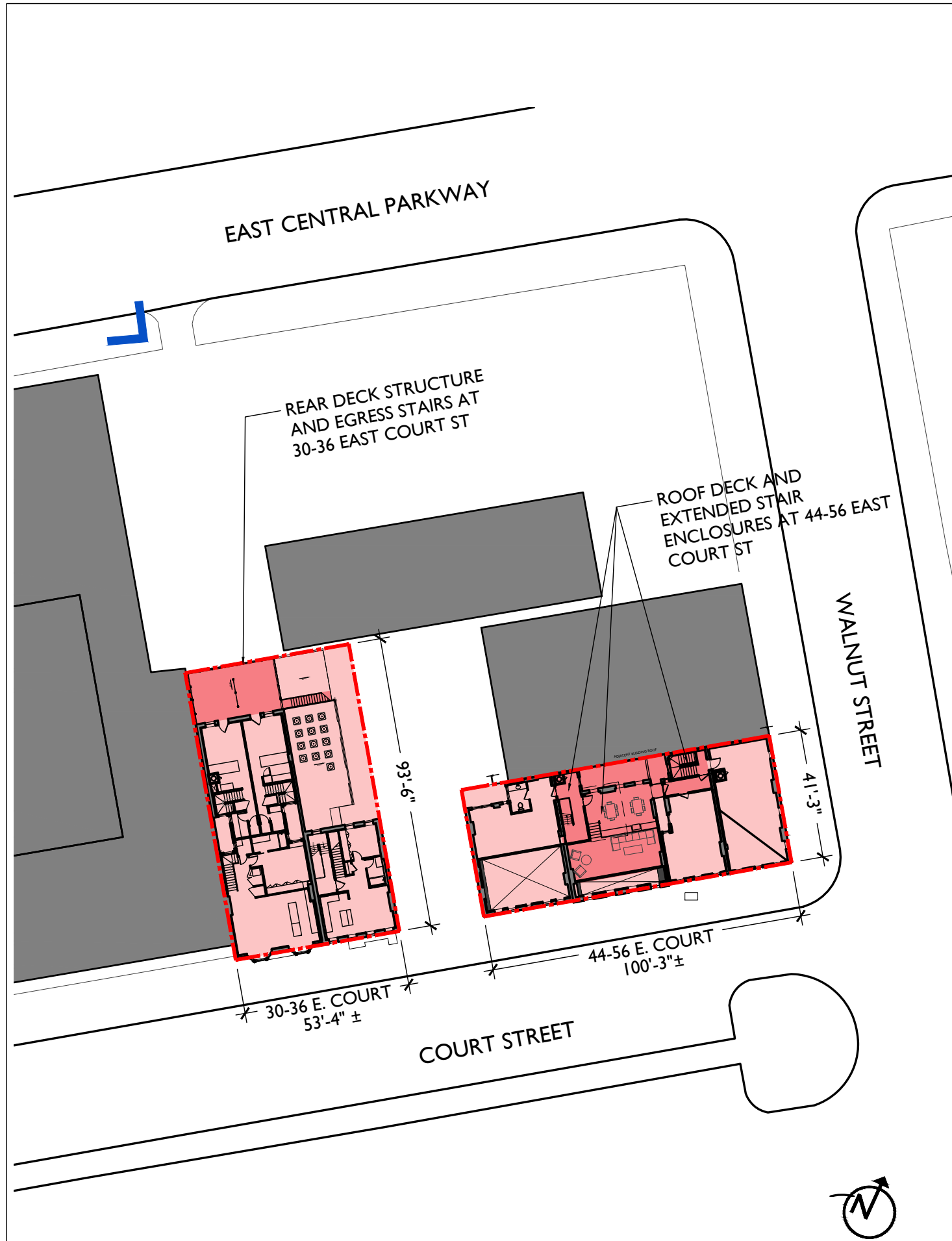
ELECTRICAL, PLUMBING, FIRE ALARM AND FIRE SUPPRESSION SYSTEMS TO BE SUBMITTED UNDER SEPARATE PERMITS BY SUBCONTRACTORS, AT A LATER DATE.

SHEET LIST

- 1 COVER SHEET
- 2 SITE PLAN
- 3 PHOTOS - HISTORIC VS. CURRENT CONDITION
- 4 DEMO WORK - ATTIC FLOOR PLAN
- 5 DEMO WORK - ROOF PLAN
- 6 DEMO WORK - COURT ST ELEVATION
- 7 DEMO WORK - WALNUT ST ELEVATION
- 8 DEMO WORK - CENTRAL PARKWAY ELEVATION (BEYOND)
- 9 NEW WORK - ATTIC FLOOR PLAN
- 10 NEW WORK - ROOF PLAN
- 11 NEW WORK - COURT ST ELEVATION
- 12 NEW WORK - WALNUT ST ELEVATION
- 13 NEW WORK - CENTRAL PARKWAY ELEVATION (BEYOND)
- 14 NEW WORK - ROOF DECK SECTION DRAWING
- 15 NEW WORK - SITE LINE STUDIES

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

44-56 EAST COURT STREET
CINCINNATI, OH 45202
01.26.2018



EXISTING CONDITIONS
VIEW FROM CENTRAL PARKWAY



EXTENDED STAIR ENLCLOSURE



CURRENT PHOTO

HISTORIC CORNICE TO REMAIN, TYP

HISTORIC WINDOW SIZES AND CORNICE BAND TO BE RESTORED

WINDOWS HISTORICALLY EXTENDED FROM STONE SILL TO HEADER. ORIGINAL OPENING SIZE TO BE RESTORED

RESTORE HISTORIC CENTER WINDOWS

BUILDING DEMOLISHED

SMALL WINDOWS TO BE REMOVED

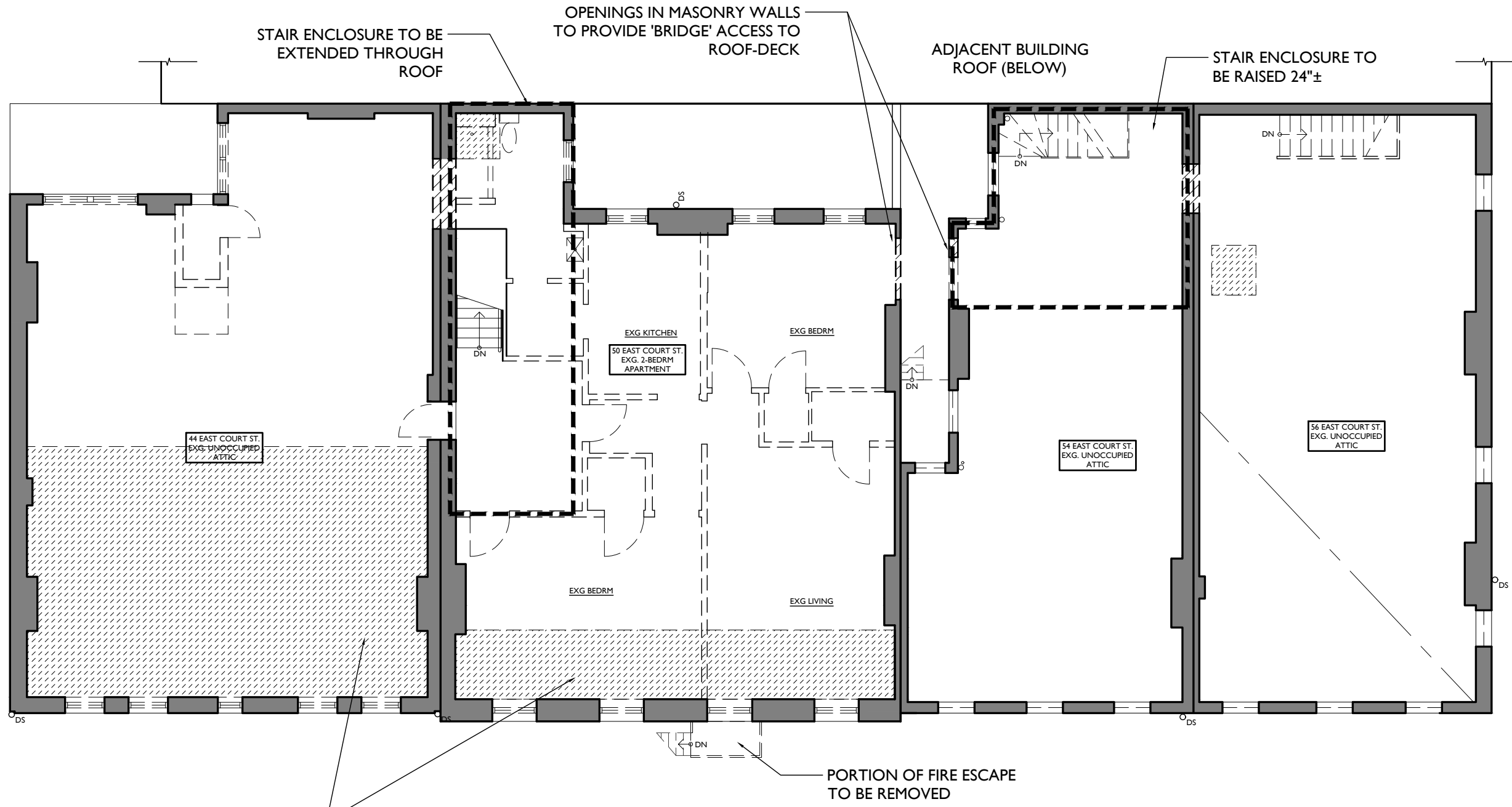


44-56 E COURT

40 E COURT (DEMOLISHED)

30-38 E COURT

1939 HISTORIC PHOTO

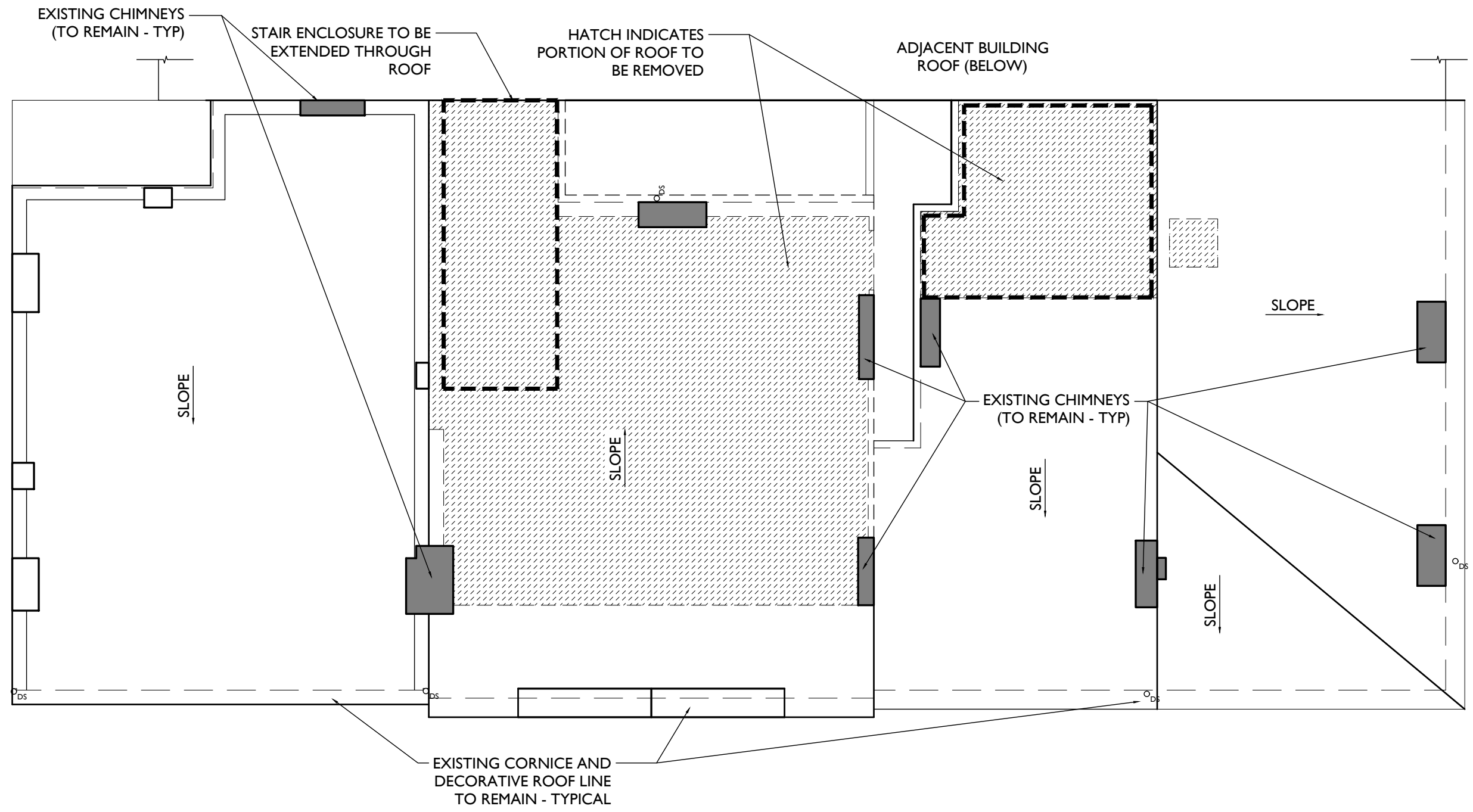


COURT STREET



SCALE: 1/8" = 1'-0"

DEMO WORK - ATTIC FLOOR PLAN

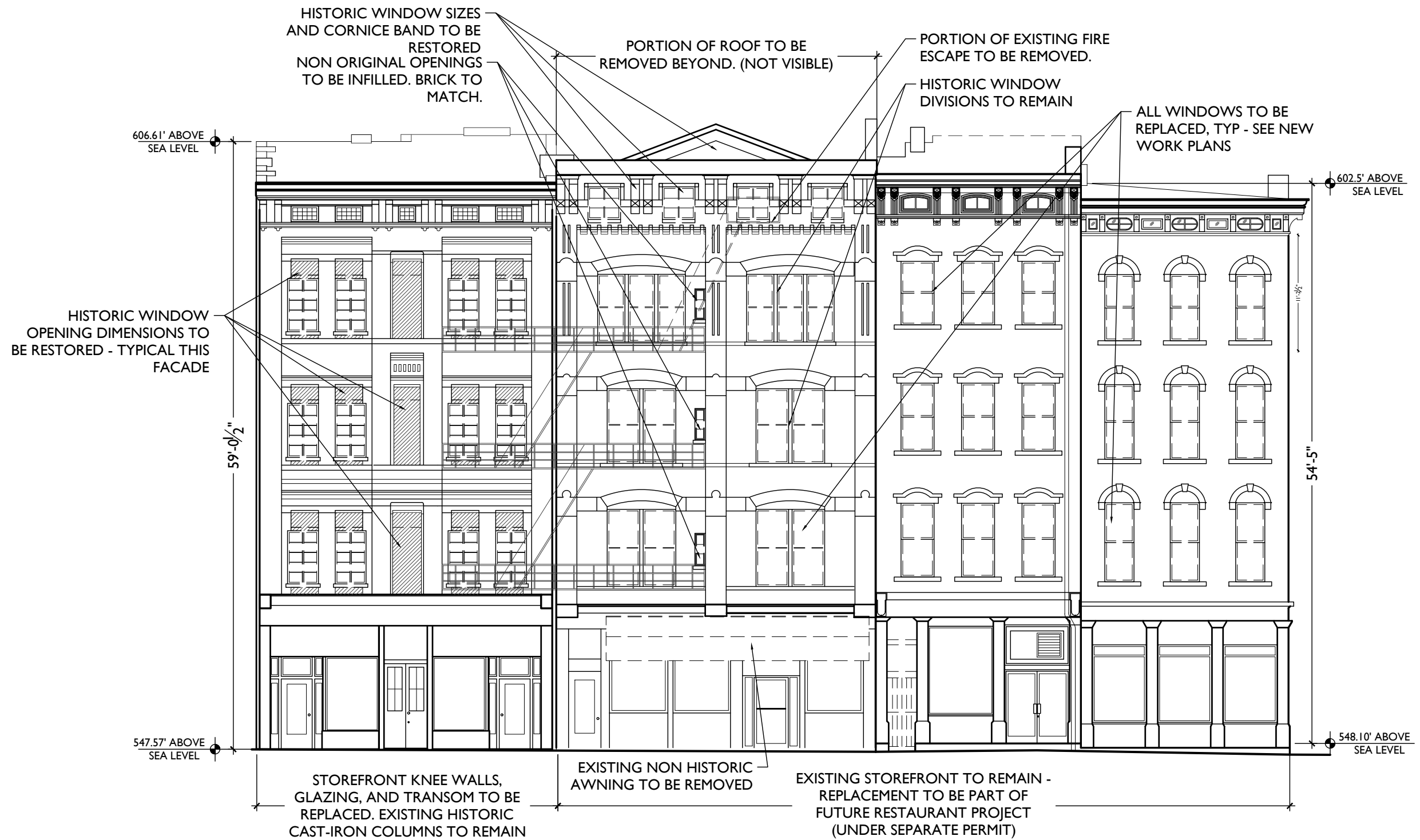


SCALE: 1/8" = 1'-0"

DEMO WORK - ROOF PLAN

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS
 44-56 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018

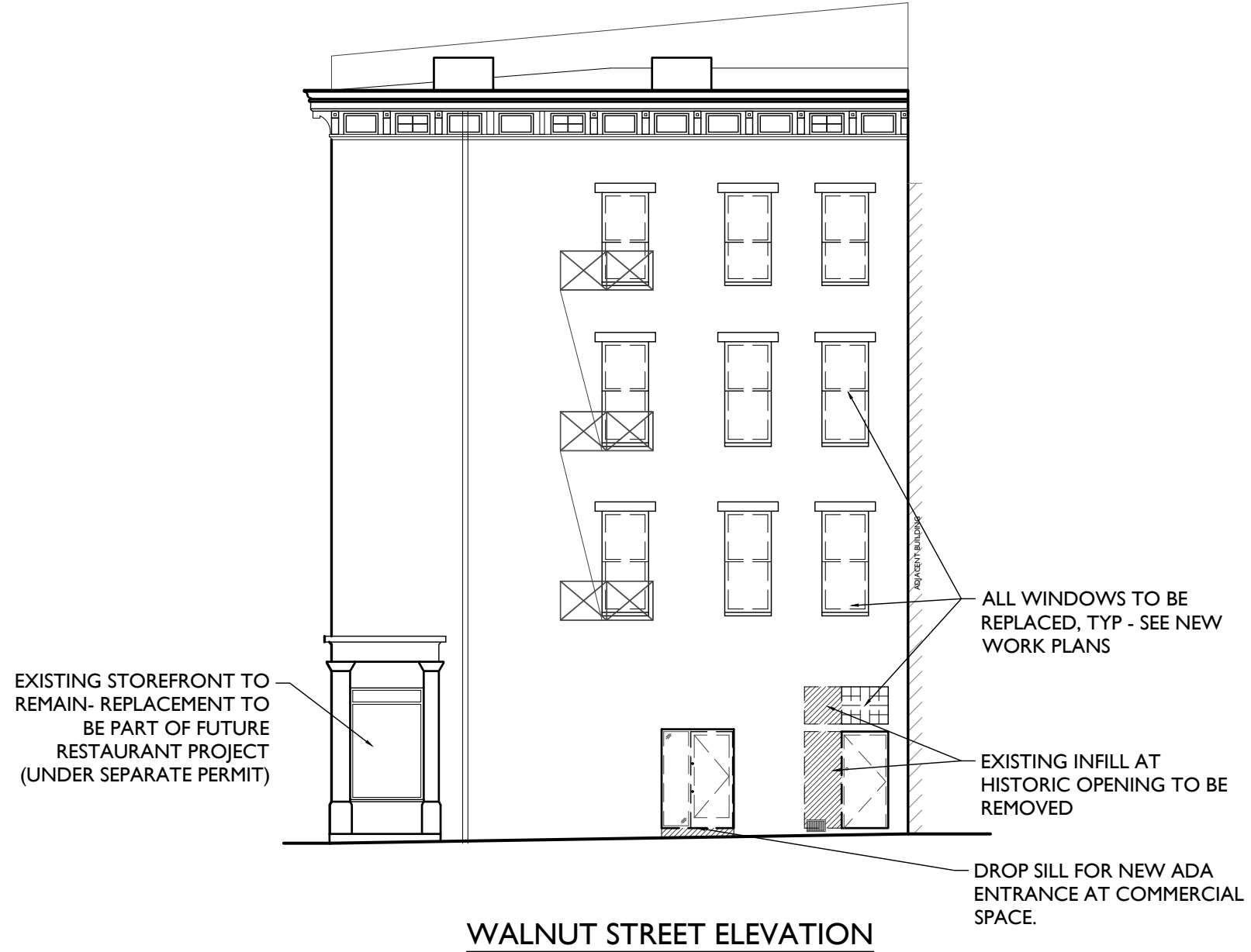
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COURT STREET ELEVATION

SCALE: $\frac{3}{32}$ " = 1'-0"

DEMO WORK - COURT ST. ELEVATION



SCALE: $\frac{3}{32}$ " = 1'-0"

DEMO WORK - WALNUT ST. ELEVATION

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS
 44-56 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018

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01.26.2018

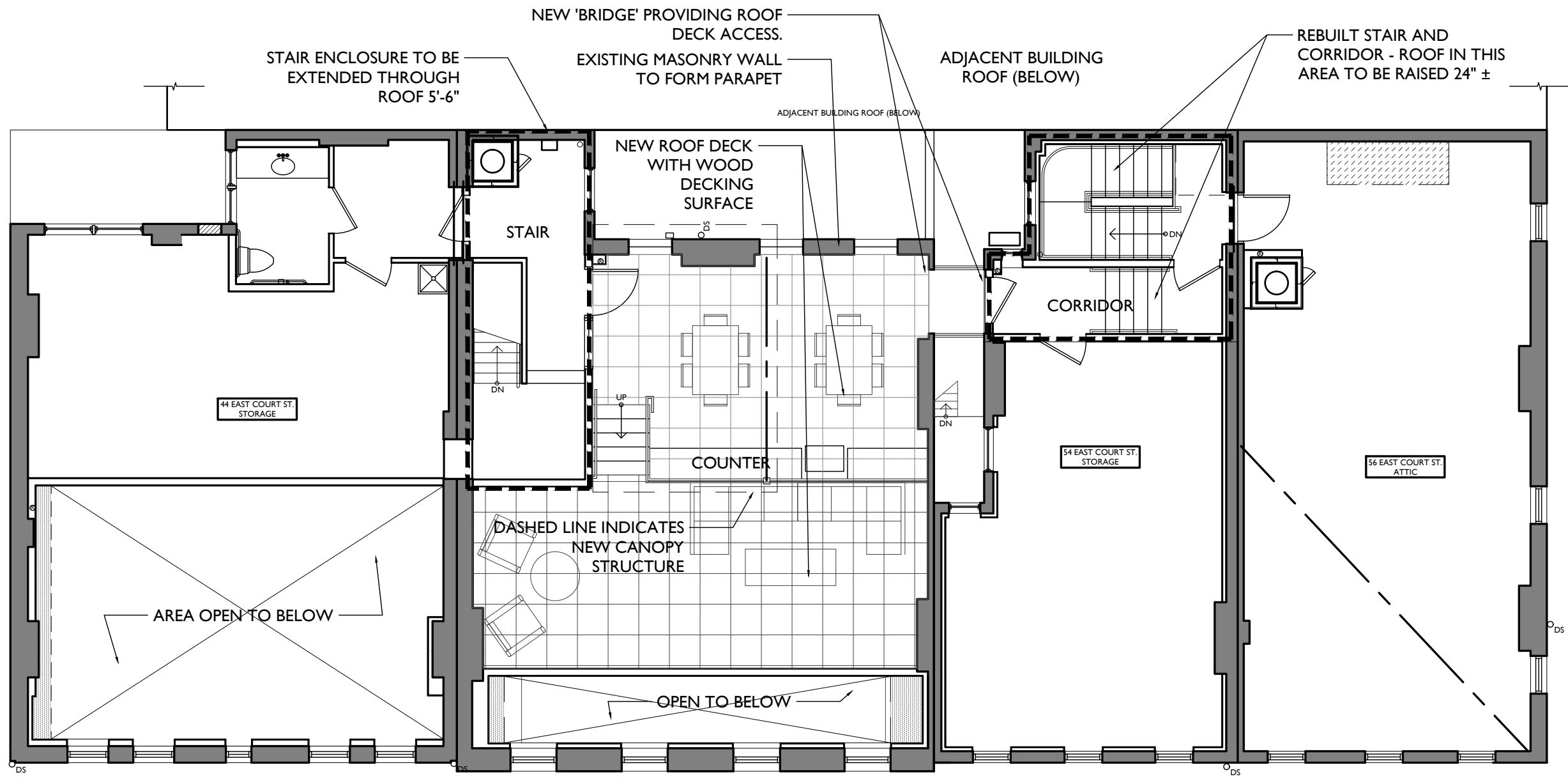


WALNUT ST.

ELEVATION (BEYOND)
FROM CENTRAL PARKWAY

SCALE: $\frac{3}{32}$ " = 1'-0"

DEMO WORK - CENTRAL PARKWAY ELEVATION

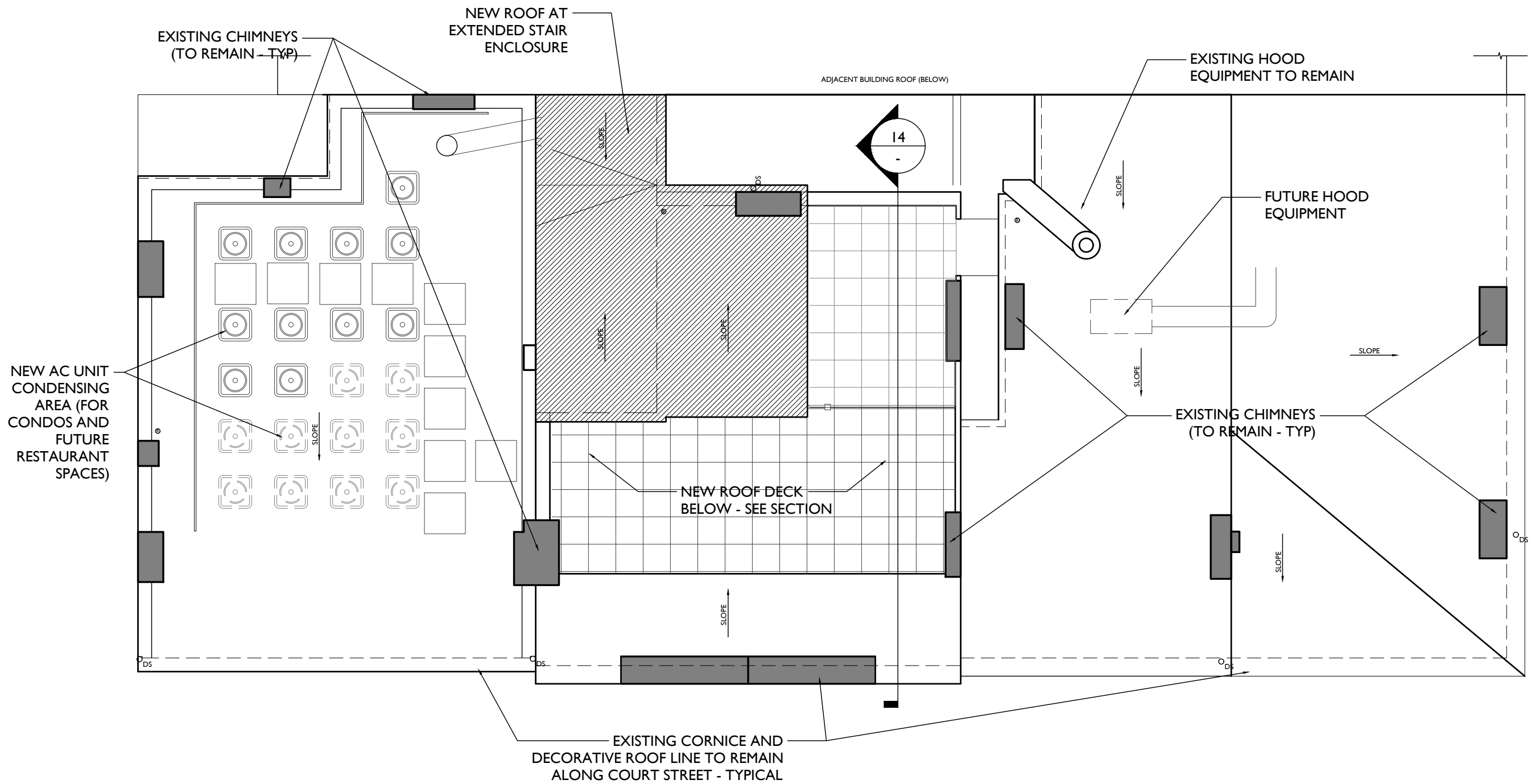


COURT STREET



SCALE: 1/8" = 1'-0"

NEW WORK - ATTIC FLOOR PLAN



SCALE: $\frac{1}{8}'' = 1'-0''$

NEW WORK - ROOF PLAN

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COURT STREET CONDOS

44-56 EAST COURT STREET
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COURT STREET ELEVATION

SCALE: $\frac{3}{32}$ " = 1'-0"

NEW WORK - ELEVATIONS

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
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SCALE: $\frac{3}{32}$ " = 1'-0"

EXISTING STOREFRONT TO
REMAIN- REPLACEMENT TO
BE PART OF FUTURE
RESTAURANT PROJECT
(UNDER SEPARATE PERMIT)



NEW AWNING OVER
RESIDENTIAL ENTRY

NEW SHARED COMMERCIAL /
RESIDENTIAL ENTRANCE, WITH
TRANSOM WINDOW ABOVE.

ADA ENTRANCE

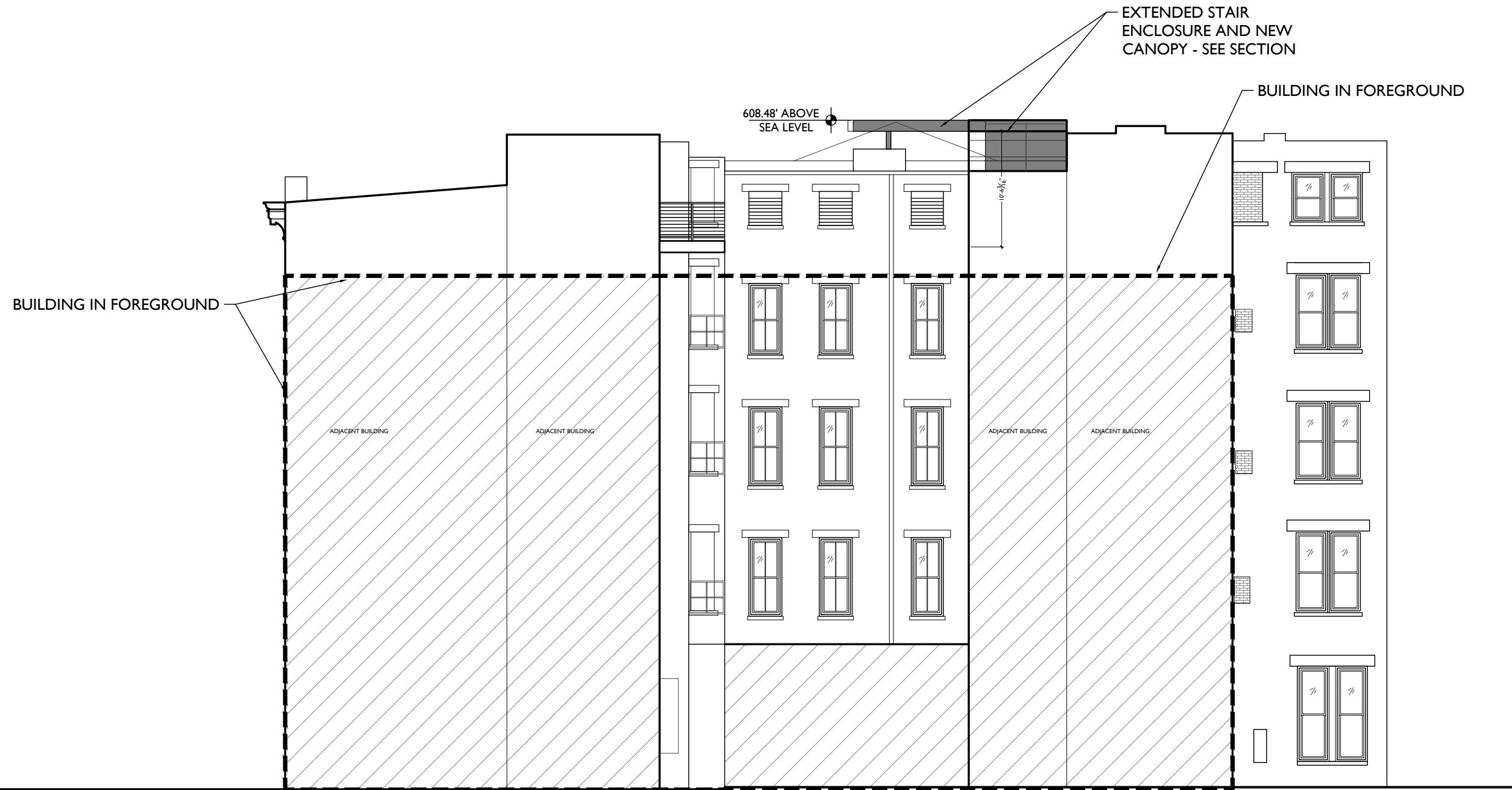
NEW WORK - ELEVATIONS

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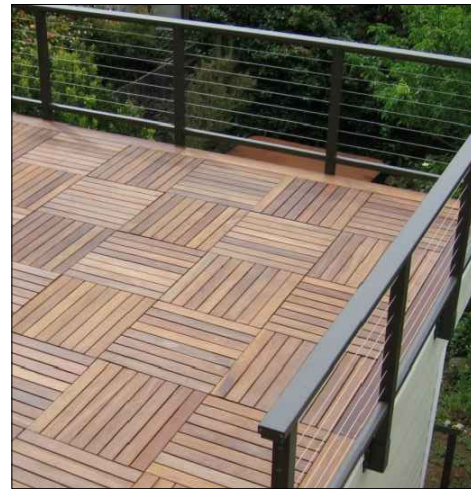


SCALE: $\frac{3}{32}'' = 1'-0''$

NEW WORK - ELEVATIONS

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
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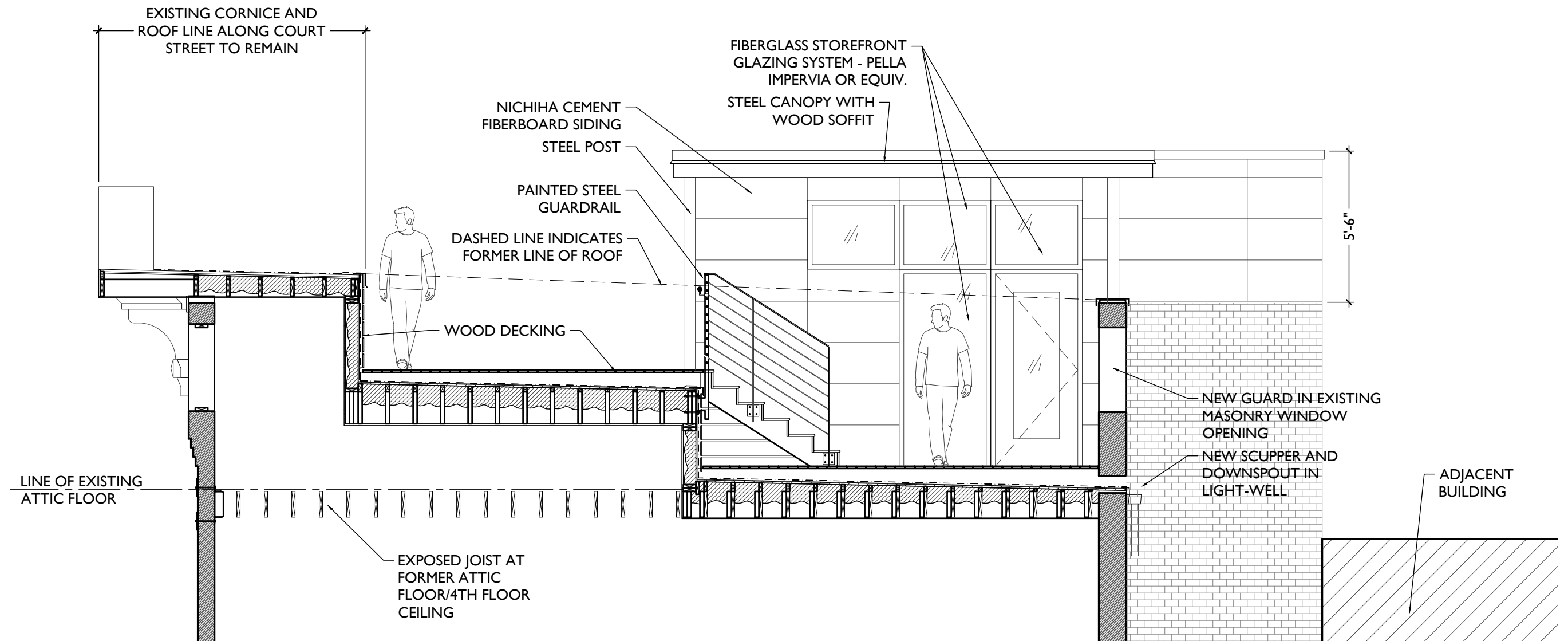


NICHIHA CEMENT FIBERBOARD SIDING

WOOD DECKING

WOOD AND STEEL CANOPY

PELLA FIBERGLASS SYSTEM



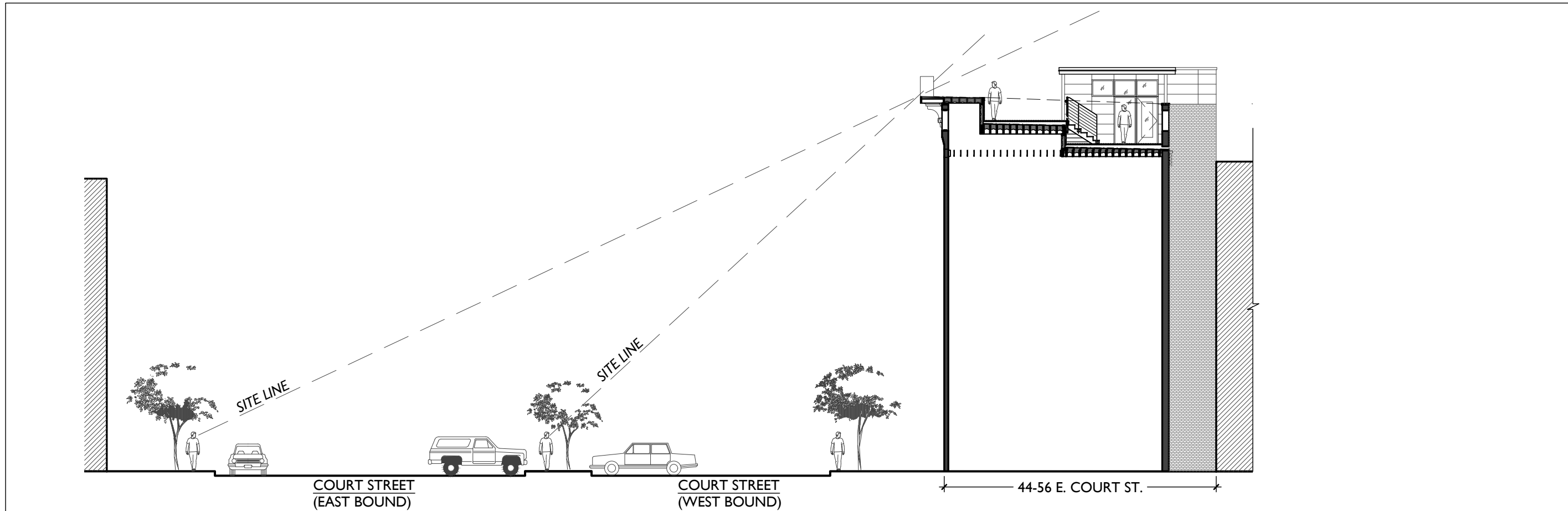
SCALE: 1/4" = 1'-0"

ROOF DECK - SECTION AND MATERIALS DRAWING

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS

44-56 EAST COURT STREET
 CINCINNATI, OH 45202
 01.26.2018

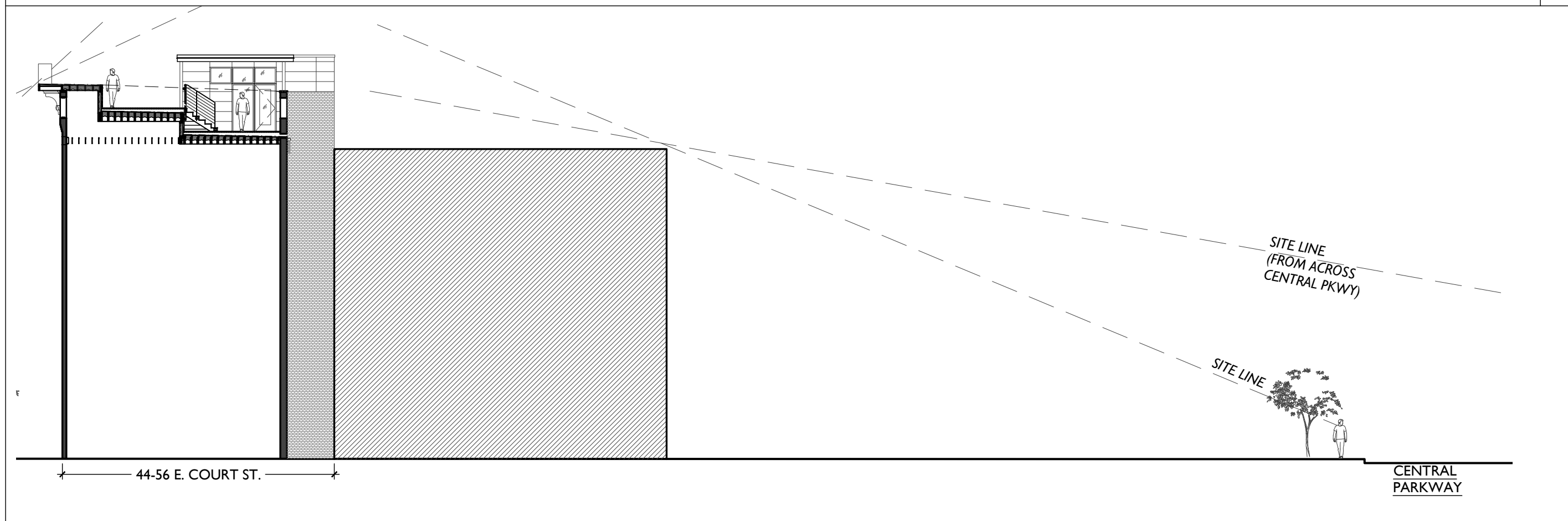
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SCALE: $\frac{1}{16}'' = 1'-0''$

ROOF DECK - SIGHTLINE STUDIES

2



SCALE: $\frac{1}{16}'' = 1'-0''$

ROOF DECK - SIGHTLINE STUDIES

1

CERTIFICATE OF APPROPRIATENESS DRAWINGS FOR:
COURT STREET CONDOS
 44-56 EAST COURT STREET
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 01.26.2018

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WWW.PLATTEDESIGN.COM T: 513.871.1850 | F: 513.871.1829

January 26, 2018

Re: Proposed Redevelopment of 44-56 East Court Street

To: the Cincinnati Historic Conservation Board

As part of the redevelopment of the buildings located at 44-56 E Court street, we are proposing to convert a portion of the existing attic space into a residential deck, including the extension of an existing stair enclosure. Given the height of the building, and the fact that the deck will be mostly 'recessed' into the existing building enclosure, we believe the work will have minimal impact on the distinctive features of the building and therefore fit within the Court Street Historic Guidelines.

- The primary features of the building are all located along the primary (Court Street) façade and secondary (Walnut Street) facade. These feature include the decorative cornice, distinctive window arrangements, and historic cast-iron storefront columns. These elements will all be retained and will be repaired and repainted as required.
- The new deck structures will be located towards the center of the building will be minimally visible from the public Right of Way. The deck includes the extension of a stair enclosure and a canopy structure, that will be visible from Central Parkway.
- We are proposing to restore many of the historic window openings along Court street. These openings were awkwardly modified at some point, and the original double-hung windows were replaced with incongruous steel casement windows. The original openings will be restored, and the windows throughout will be replaced with Trimline DR-300 windows. (A product we've had much success with in the neighborhood on historic structures, including a number of SHPO tax credit projects).

While the proposed deck is visible from Central Parkway, given its distance from the public Right of way (and the likelihood of future infill development on the currently open 'Munro Muffler' site), we feel the proposed work is acceptable.

Thank you for your time, and we look forward to hearing your thoughts about this project.

Sincerely,
Luke Field, Project Architect
513-871-1850

PLATTE

architecture + design

202 W. ELDER STREET 4TH FLOOR | CINCINNATI, OH 45202
WWW.PLATTEDESIGN.COM T: 513.871.1850 | F: 513.871.1829

January 26, 2018

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To: the Cincinnati Historic Conservation Board

As part of the redevelopment of the buildings located at 44-56 E Court street, we are proposing to convert a portion of the existing attic space into a residential deck, including the extension of two existing stair enclosures. Given the height of the building, and the fact that the deck will be mostly 'recessed' into the existing building enclosure, we believe the work will have minimal impact on the distinctive features of the building and therefore fit within the Court Street Historic Guidelines.

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Thank you for your time, and we look forward to hearing your thoughts about this project.

Sincerely,
Luke Field, Project Architect
513-871-1850

ADJUDICATION/DENIAL LETTER

Date: 01/24/2018

Location: 44-56 E Court Street

Request: Rear Deck

Zoning District: DD/Court Street Historic Conservation Overlay Zone;

Applicant Name: Luke Field

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project will be required to a Certificate of Appropriateness from the Historic Conservation Board as it is within a Historic Conservation Overlay Zone.

All documents under the Historic Conservation Board Review and Required for all New Construction, Major Alterations and Additions section **that are checked** are a required part of the submission and the submission will not be considered complete unless all of these documents are included. Please submit **only 3** copies application and all documents that are required. You will be required to submit 10 copies of the packet closer to the date of the Historic Conservation Board meeting. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. **A \$606.09 fee is required with the submission as well.** The next deadline is January 26, 2018 for the March 12, 2018 Historic Conservation Board Meeting.

Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

1. No- Zoning Relief Required

The 3 copies of the applications and documents required will be turned into the *Law Department- Office of Administrative Boards*. Their office is located on the 5th floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

You may also contact me at the information listed below with historic conservation or zoning questions, concerns or to make an appointment.

Sincerely,



Beth Johnson

Urban Conservator

(p): 513-352-4848

(e): beth.johnson@cincinnati-oh.gov

CINCINNATI'S HISTORIC CONSERVATION OFFICE

Documents Required for Review for Historic Conservation Board Review



The Historic Conservation Office will provide this list with the required items checked off once an Adjudication/Denial letter is issued.

- 3 complete hard copies at the time of application.
- All drawings formatted to 11x17 or 12x18.
- Digital copy in PDF format provided on CD, USB drive, or emailed to beth.johnson@cincinnati-oh.gov
- Adjudication/Denial Letter and this checklist
- Certificate of Appropriateness Application Form
- A letter/narrative statement of intent and how the project meets the applicable Historic Conservation Guidelines
- Zoning Hearing Examiner Application Form
- A letter/narrative statement required in Section 6 of the Zoning Hearing Examiner Application
- The Hamilton County Auditors record or other documentation showing property ownership
- A letter/email of permission from owners, lease, contract to purchase or other agreement demonstrating the applicant or owner's legal basis to seek the COA or Zoning Relief
- A list of the applicants' witnesses and expert witnesses who you expect to testify at the hearing or legal counsel, if any
- 8 business days before the hearing date 10 hard copies and a digital copy in one pdf or for the final board packet. Drawings must be formatted and retain the proper scale in 11x17 or 12x18.
- Other Documents or information applicant wants to present for their case
- Non-Refundable Application Fee. Checks made payable to the City of Cincinnati. \$ 606.09

All Drawings and Plans must include the following

- A graphic scale required on all drawings
- North arrows on all site, context and floor plans
- Elevations labeled with North, South, East West, front, side and rear labels
- Street names labeled
- Date and/or revision dates

Architectural Drawings and Plans

- An index of drawings located on the first sheet
- Context Map showing the building within at least a block of context
- Existing and proposed site plans including
 - Parcel/boundary lines
 - Building footprints and dimensions labeled
 - Setback dimensions from all property lines labeled
 - Existing and proposed principal and accessory buildings, including location, dimensions, and height labeled;
 - All properties and their structures immediately adjacent to the site
- Existing and proposed elevation drawings
 - Total Height from grade to top of the building
 - Total height- ASL (Above Sea Level)
 - Materials labeled
- Existing and proposed floor plans and roof plans (with chimney locations)
 - Residential and Commercial Spaces labeled. Residential Spaces must be numbered.
 - Square feet of commercial spaces listed

- Site section and/or Site elevations including any adjacent properties
- Driveways, sidewalks, walkways, terraces, and other paved surfaces
- Existing and proposed accessory structures, including walls, fences, porches, lighting, signs, and other site improvements;
- Existing and proposed landscape areas and materials, if proposed to be altered;
- Proposed materials, textures, and colors. Include Make, model and series for proposed materials
- Labeled photos of all sides of the building and a 1 block streetscape context in all directions
- Site line drawings for any roof additions.
- A color rendering, axonometric drawings and/or perspective of the proposed construction (required on infill projects)

Required if applicable to the project

- Historic Sanborn Maps of the site
- Window brochures and cut sheet
- Roof product information (brochure)
- Garage door brochures
- Sample materials or color samples. _____
- Fence drawings of style, fence brochures or photo of a sample fence
- Signs; drawings, photo showing the sign on the building, mounting info, materials, colors and illumination
- Mature tree removal requires a letter from an arborist stating its poor health
- All written correspondence submitted by the applicant and other affected persons
- Tentative project schedule
- _____
- _____
- _____

Demolition (full or partial) for Historic Conservation Districts and Landmarks

- Demolition Case Sheet and all required information listed on the sheet unless otherwise not required by the Urban Conservator in writing and provided with application.
- Statement of plans for the property after demolition.

Hillside Overlay Zone (CZC § 1433)

- A development plan, accompanied by a property survey, showing existing vegetation and proposed development, and where applicable, streets, drives, parking areas, walkways, heights of structure(s), location of structures, elevation and setback of proposed buildings, drainage, existing contours and proposed grading and new landscaping plans, proposed uses and square footage of uses and recreational facilities;
- A preliminary geotechnical evaluation;
- A determination of the maximum building envelope;
- Average slope/grade of the property; and
- Graphic illustrations demonstrating that the proposed improvement or new structure has not exceeded the maximum building envelope

For additional questions contact Beth Johnson, Urban Conservator at 513-352-4848 or beth.johnson@cincinnati-oh.gov

Note: The aforementioned information is general in nature. Additional information may be required by the Urban Conservator once the application is submitted. Please use this list to plan for the potential documents that could be required for a submission.



II Centennial Plaza
 805 Central Avenue, Suite 500
 Cincinnati, Ohio 45202
 Monday- Friday 7:30 am—4 pm
 (513) 352-4848
Urban.Conservator@Cincinnati-OH.gov

Office Use Only	
Application #:	_____
Date Accepted:	_____
<input type="checkbox"/> Staff Review	<input type="checkbox"/> Board Review
<input type="checkbox"/> Paid:	_____
Date Perfected:	_____
Hearing Date:	_____

CERTIFICATE OF APPROPRIATENESS APPLICATION

SUBJECT PROPERTY

Site Address: _____
 Hamilton Co. Parcel ID No.: _____ Zoning District: _____
 Historic District: _____ Overlay District: _____

PRIMARY CONTACT INFO PROPERTY OWNER OTHER _____ (AGENT, ATTORNEY, ARCHITECT, ETC.)

Name: _____
 Contact Person (if legal entity): _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ E-mail: _____

PROPERTY OWNER INFO SAME AS ABOVE

Name: _____
 Contact Person (if legal entity): _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ E-mail: _____

CERTIFICATE OF APPROPRIATENESS (SELECT ALL THAT APPLY)

- New Construction Alteration Demolition

Provide a very brief summary of the project:

ZONING RELIEF Yes No

Provide a very brief summary of the zoning relief requested:

SUBMISSION REQUIREMENTS & REQUIRED ATTACHMENTS

Demolition requests must include all required demolition forms.
All applications that include requests for zoning relief must include a zoning hearing application.
All persons seeking historic tax credits must provide a copy of their approved part II tax credit application.

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature: _____ Date: _____