

# Request for Proposals

## Sale by Library of Real Property

Former Madisonville Branch Library  
4830 Whetsel Avenue  
Cincinnati, OH 45227

**Proposal Submission Deadline: 1:00 PM, Wednesday, October 1, 2025**

### I. Introduction and Overview

The property address is 4830 Whetsel Avenue, Cincinnati, Hamilton County, Ohio 45227 (5909 Prentice Street on the Auditor's website). The Auditor's Reference No. 036-0002-0109-90. The real estate being considered for sale is located within the zoning jurisdiction of the City of Cincinnati. The property has recently been valued at \$550,200.00 - \$640,900.00.

At this time, the Board of Trustees of Cincinnati and Hamilton County Public Library is considering the possibility of selling the property to assist the Library in meeting strategic objectives.

To that end, the Library Board is seeking prospective bidders ("Bidders") to make proposals for the purchase of the Property.

The Library will accept Proposals until 1:00 pm, Wednesday, October 1, 2025 (the "Due Date"). Information relevant to this Request for Proposals (the "RFP") and potential sale will be posted here: [www.chpl.org/rfpwhetselave](http://www.chpl.org/rfpwhetselave).

The Library reserves the right to waive any irregularity or defect in any submission, request clarification or additional information regarding Proposals, to cancel this RFP, and to reject any and all Proposals at its sole discretion. The Library shall assume no liability for expense incurred by a Bidder in replying to this RFP.

### RFP Timeline

- Monday, August 25, 2025 – RFP Release Date
- Wednesday September 3, 2025 and Thursday September 11, 2025 from 10:00 am – noon – optional open house opportunity. Walkthroughs can also be scheduled with the listing agent at their convenience.
- Wednesday September 17, 2025 8:00 am – noon – inspection opportunity (must pre-register at [rfp@chpl.org](mailto:rfp@chpl.org) and sign waiver) with Library maintenance staff on site.
- Friday, September 19, 2025 – Questions due by 1:00 p.m. All questions must be submitted in writing to [rfp@chpl.org](mailto:rfp@chpl.org)

- Tuesday, September 23, 2025 – Questions and Answers will be posted publicly at 5:00 p.m. at [www.chpl.org/rfpwhetselave](http://www.chpl.org/rfpwhetselave).
- Wednesday, October 1, 2025 – Proposals Due by 1:00 p.m.
- Tuesday, October 14, 2025 – Board of Trustees to review proposals.

Note: If the Board of Trustees decides to proceed with a Proposal, such decision shall be subject to the negotiation and execution of a mutually satisfactory Purchase and Sale Agreement.

## II. Instructions to Bidders

### A. Proposal Submission Procedures

1. Sealed Proposals must be received on or before the Due Date (Wednesday, October 1, 2025 at 1:00 p.m.) Proposals received after the Due Date may not be considered.

2. Bidders shall submit one (1) clearly marked original, two (2) photocopies, and one (1) electronic version (either via email or on a flash drive) of their Proposal Package. Proposals must be received in one envelope or box marked “PROPOSAL” and addressed to:

Tori Sunderman Stefanou  
CBRE  
201 E. 5<sup>th</sup> Street Suite 2200  
Cincinnati, OH 45202  
[Tori.Stefanou@cbre.com](mailto:Tori.Stefanou@cbre.com)

3. Proposal Packages must include:

- ☐ A letter of introduction
- ☐ A statement outlining the proposed use of the Property.
- ☐ A proposed timeline and plan for development and occupancy of the Property
- ☐ An offer of payment for the Property inclusive of any other offer terms Bidder is willing to agree to and requested modifications to the Purchase Sale Agreement template (attached as an exhibit to the RFP).
- ☐ A document providing evidence of Bidder’s financial capability to complete the purchase and development plan
- ☐ A statement indicating how your Proposal represents the highest price and/or highest value to the community in terms of direct or indirect financial, economic, or community benefits.

Failure to provide any of the above requested information may result in disqualification of Proposal. The Library reserves the right to request additional information pertaining to the Proposal Package, or any other matters related to the Request for Proposal. Proposal documents, including the Offer of Payment, must be signed by persons authorized to contractually bind the Bidder.

## B. Property Inspection

Non-mandatory property inspection is scheduled for Wednesday September 17, 2025 8:00 am – noon – (must pre-register at [rfp@chpl.org](mailto:rfp@chpl.org) and sign waiver) with Library maintenance staff on site.

## C. Questions Regarding Request for Proposal

Questions regarding the RFP must be made in writing and submitted electronically to [rfp@chpl.org](mailto:rfp@chpl.org). Questions are due no later than Friday, September 19, 2025 at 1:00 p.m. All questions and answers will be posted publicly on Tuesday, September 23, 2025 at [www.chpl.org/rfpwhetselave](http://www.chpl.org/rfpwhetselave).

## D. Official Contact Information:

Tori Sunderman Stefanou  
CBRE  
201 E. 5<sup>th</sup> Street Suite 2200  
Cincinnati, OH 45202  
[Tori.Stefanou@cbre.com](mailto:Tori.Stefanou@cbre.com)

## III. Method of Award and Selection Criteria

Complete responses to this RFP will be evaluated by Library staff and will be reviewed by the Board of Trustees. Decisions to sell the Property are at the sole discretion of the Board of Trustees. This RFP process shall not create a binding obligation on the part of the Board of Trustees to sell the Property unless and until a Purchase and Sale Agreement has been executed.

If the RFP process does not result in a successful contract, the property will continue to be marketed by Tori Stefanou of CBRE. The Board of Trustees will review any offers that are presented in the normal course of business.

## IV. Terms and Conditions

All information contained within this RFP and all supporting documents are based upon information from a variety of sources. Additional information may be made available via written addenda throughout the RFP process. Bidders shall be responsible for their own due diligence in preparing a Proposal. No representation or warranty is made by the Library with respect to the condition of the Property, the suitability of the Property for a Bidder's potential use or the information provided herein.

- A. Bidders shall be responsible for the accuracy of the information they provide to the Library in connection with this RFP.

- B. The Board of Trustees reserves the right to reject any and all Proposals, to waive minor irregularities in any Proposal, to issue additional RFPs, and to either substantially modify or terminate the proposed sale at any time prior to final execution of a Purchase and Sale Agreement.
- C. The Library shall not be responsible for any costs incurred by a Bidder in connection with the preparation, submission, or presentation of its Proposal.
- D. Nothing contained herein shall require the Library to enter into exclusive negotiations with any Bidder and the Library reserves the right to amend, alter and revise its own criteria in the selection of a Bidder without notice.
- E. The Library reserves the right to request clarification of information submitted in a Proposal and to request additional information from any Bidder.
- F. The Library may not accept any Proposal received after the time and date specified in the RFP.
- G. The Library Board of Trustees retains the sole discretion in the selection of a successful Proposal, if any.
- H. Upon selection of a Proposal, the Library shall enter into negotiations with the successful Bidder for a Purchase and Sale Agreement with terms and conditions acceptable to the Library. Until the execution of a contract, the Library is under no obligation to sell the Property, and it reserves the right to cease negotiations at any time and retain title to the Property. Except with respect to matters of title, the Property shall be conveyed to the party acquiring the same "AS IS" and without warranty as to quality, physical condition, or environmental condition.
- I. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record subject to public disclosure, as will all other responses received.

The RFP process shall in all respects be governed by, and construed in accordance with, the laws of the State of Ohio.

## ***SAMPLE PURCHASE AGREEMENT***

THIS PURCHASE AGREEMENT ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "date of this Agreement") by Cincinnati and Hamilton County Public Library, a body politic operating and existing under the laws of the State of Ohio, whose address is 800 Vine Street, Cincinnati, OH 45202 ("Purchaser") and \_\_\_\_\_ whose address is \_\_\_\_\_ ("Seller"), under the following circumstance:

**Property.** Seller is the owner of a parcel of land totaling approximately \_\_\_\_\_ acres (may be verified by survey by Purchaser) of certain real property located at the address \_\_\_\_\_ ("Property"), identified as Auditor's Parcel No. \_\_\_\_\_ and more particularly described in Exhibit A attached hereto and made a part hereof. Seller agrees to sell and convey the Property **AS IS**, and Purchaser agrees to purchase and pay for the Property on the terms and subject to the conditions contained in this Agreement. Seller has no obligation to repair any damage to or defect in the property, replace any and all of the property or otherwise remedy any matter affecting the conditions of the property.

**Purchase Price.** The Purchase Price for the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable as follows: (a) a deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Deposit") will be paid to Queen City Title Agency, Inc. or to another title agency of Purchaser's choosing (the "Title Company") within five (5) business days upon the signing of this Agreement, to be applied to the Purchase Price at Closing, and (b) the balance of the Purchase Price, subject to the prorations and adjustments set forth in this Agreement, shall be paid at the Closing by certified or cashier's check or wire transfer of immediately available funds.

**Deposit.** If the Closing does not occur because of a default by Purchaser, the Deposit shall be forfeited to Seller as liquidated damages for such failure by Purchaser to close, and Seller's remedies shall be limited to said Deposit. If the Closing does not occur because any condition of this Agreement is not satisfied or waived, the Deposit shall be promptly refunded to Purchaser. If the Closing does not occur because of a default by Seller, Purchaser may elect to (a) enforce the terms hereof by action for specific performance and/or exercise any other right or remedy available to it at law or in equity, or (b) terminate this Agreement by notice to Seller. In either of the foregoing events, Purchaser shall be entitled to an immediate refund of the Deposit.

**Conveyance.** At the Closing, Seller shall deliver to Purchaser a duly executed and acknowledged general warranty deed (the "Deed") and convey to Purchaser good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances except (a) legal highways; (b) easements and restrictions of record; (c) zoning, building laws, codes and ordinances; (d) all assessments whether certified or uncertified; (e) installments of real estate taxes which are a lien upon the Property but not yet due and payable; and (f) agreements of record which do not affect the intended use of the Property ("Permitted Encumbrances").

**a) Conditions Precedent.**

**Inspection Period.** Purchaser, its agents and employees, shall have a period of ninety (90) days (the "Inspection Period") following the date of this Agreement to perform, at Purchaser's sole expense, environmental, soils, utility, zoning and feasibility studies, obtain governmental approval and approval of Purchaser's Board of Trustees, and conduct all other inspections which Purchaser, in Purchaser's sole and absolute discretion, deems necessary to determine whether the Property is suitable for Purchaser's intended use. During the Inspection Period, Purchaser may enter the Property during reasonable business hours to conduct tests and inspections. In the event Purchaser fails to close this transaction, Purchaser shall promptly repair any damage to the Property resulting from its inspections. Seller shall cooperate with Purchaser in Purchaser's inspections, studies, and in obtaining all required approvals. Seller hereby covenants to deliver to Purchaser within three (3) days following acceptance of this Agreement, all documentation including, but not limited to, leases, environmental, soils, utility, survey, and title studies and other information which Seller has or controls in connection with the Property. In the event that Purchaser is not satisfied with the condition of the Property or the results of any of the inspections and reviews referred to above in Purchaser's sole and absolute discretion, Purchaser may notify the Seller in writing to that effect within the Inspection Period, and this Agreement shall be null and void and the parties shall be released from all further obligations hereunder, and the Deposit and interest earned thereon shall be promptly returned to Purchaser and Purchaser shall turn over all due diligence materials to Seller at no cost to Seller. With regard to the due diligence materials, Purchaser makes no representation, whether implied or explicit, as to the quality, accuracy or thoroughness thereof.

**Closing.** The parties hereto agree to close this purchase and sale of the Property (herein the "Closing") on or before thirty (30) days after the expiration of the Inspection Period, at such place and time as is mutually agreed upon by the parties. Exclusive possession of the Property shall be given to Purchaser on the date of Closing, subject to the Permitted Encumbrances. Purchaser shall have the right to select an earlier Closing date, upon five (5) days written notice to Seller.

**Seller's Documents.** At Closing, Seller shall execute and deliver to Purchaser the General Warranty Deed, a FIRPTA Affidavit, a customary Seller's Affidavit with respect to off-record title matters and such other documents and instructions as may be reasonably required by Purchaser, Purchaser's lender or the title insurance company issuing title insurance in favor of Purchaser or Purchaser's lender. Seller's representations and warranties herein shall survive the Closing.

**Real Estate Taxes.** Real estate taxes and assessments for the year in which the Closing occurs shall be prorated on a lien basis as of the date of the Closing, based on the most recently issued tax bills. Seller shall pay its share of the prorated real estate taxes and assessments to Purchaser at Closing. If this sale results in the assessment after Closing of additional taxes, standby fees or special assessments for periods of Seller's ownership (including taxes assessed as a result of a change in ownership or usage), the additional taxes, fees or assessments plus any penalties and interest shall be paid by Seller to Purchaser within fifteen (15) days of receipt by Purchaser of a statement for such taxes, fees or assessments. This obligation shall survive Closing.

**Condemnation/Eminent Domain.** If prior to Closing, all or any portion of the Property is taken or is made subject to condemnation, eminent domain or other governmental acquisition proceedings, or a private sale in lieu thereof (a "Taking"), then Seller shall promptly notify

Purchaser thereof, and Purchaser may elect to either (a) complete the Closing and receive the proceeds paid or payable on account of such acquisition proceedings, or (b) terminate this Agreement by written notice to Seller within thirty (30) days after the Taking. If Purchaser fails to give such notice, it shall be deemed to have exercised election (a). If Purchaser elects to terminate, neither party shall have any further rights or obligations under this Agreement and the Deposit shall be promptly refunded to Purchaser.

**Title.** Within the Inspection Period, Purchaser may obtain, at Purchaser's expense, a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, Purchaser shall notify Seller of its objections. To the extent Purchaser's objections involve monetary liens, Seller shall, upon receipt of Purchaser's objections, promptly undertake and complete prior to the Closing all actions necessary to satisfy and eliminate the liens. To the extent Purchaser's objections involve other defects or encumbrances, Seller may, but shall have no obligation to, remedy or remove the defect or encumbrance prior to Closing. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, Purchaser's sole remedy shall be to elect either to (a) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (b) terminate this Agreement. Purchaser shall so elect by delivering written notice to Seller postmarked no later than the last day of the Inspection Period. If Purchaser terminates this Agreement as provided in clause (b), both Purchaser and Seller shall be released from all obligations under this Agreement, and the Deposit shall be promptly returned to Purchaser.

**Brokers.** Purchaser agrees that CBRE is representing them and Seller agrees there is no broker or agent representing them. Purchaser agrees to pay three percent (3%) of the Purchase Price directly to CBRE at the Closing.

**Prorations and Expenses.** Rentals, utility costs, and any other income or expenses of the Property shall be prorated on a per diem basis as of the date of Closing. If the Property or any part of the Property is on the agricultural land list, Seller shall also pay at the Closing the amount of any accrued agricultural tax savings for the three-year period prior to Closing, known as the three-year recoupment. The recoupment shall be paid to the Hamilton County Treasurer by Seller, whether or not any recoupments are then due.

**Agreements, Representations and Warranties of Seller.** Seller represents, warrants, and covenants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations, warranties, and covenants to Purchaser as of the date of Closing:

a) **Validity of Agreement.** The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby will not constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or cause or entitle any party to have a right to declare a default under any oral or written agreement which affects the Property. This Agreement and every other document and instrument delivered pursuant hereto

have been validly executed and delivered by, and are binding obligations of, Seller. The party executing this Agreement on behalf of Seller is legally authorized to do so.

b) **Approvals and Consents.** The entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain any consent, license, permit, waiver, approval, authorization, or other action of, by, or with respect to any non-governmental or governmental person or entity.

c) **Violations of Law.** To the best of Seller's knowledge, the Property is in full compliance with applicable building codes, environmental, zoning and land use laws and other local, state and federal laws and regulations and there is no condition existing with respect to the maintenance, operation, use, or occupancy of the Property which violates any statute, ordinance, law, or code or detrimentally affects the use and operation of the Property or the value of the Property, nor has Seller received any notice, written or otherwise, from any governmental agency alleging violations of any law, statute, ordinance, or regulation relating to the Property.

d) **Work Performed.** No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days for which the Seller owes anyone for performing such work.

e) **Prior Rights.** There are no existing and legally enforceable leases, tenancy rights and/or other contracts or arrangements with respect to the Property. All other leases, tenancy rights and/or other contracts or arrangements with respect to the Property shall be terminated or renegotiated between Purchaser and tenant prior to Closing. Seller shall provide Purchaser with copies of all leases, contracts and other documentation in connection with the Property within three (3) days following acceptance of this Agreement.

f) **Access.** To the best of Seller's knowledge, no fact or conditions exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways of which could result in discontinuation of necessary sewer, water, electric, gas, telephone, or other utilities or services.

g) **Transfer of Property.** Prior to the Closing, Seller shall not lease, encumber, or transfer all or any part of the Property. Seller warrants that, except for this Agreement there are no purchase contracts, options, leases, or any other agreements of any kind, oral or written, formal or informal, which are unrecorded whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Property.

h) **Hazardous Wastes.** Seller has not engaged in any activity which has caused the Property or any part thereof to be contaminated by any hazardous or toxic waste materials, nor has Seller knowingly permitted any other person or entity to engage in any such activity on the Property, nor does Seller have any knowledge of any such activity or contamination, nor has Seller received any notice, written or otherwise, from any governmental agency alleging such contamination.

The foregoing representations, warranties and covenants shall survive the Closing.



**Remedies.** If Purchaser fails or refuses to complete the purchase of the Property in accordance with the terms and conditions of this Agreement for any reason other than a breach by Seller, or a failure of Seller's title or the non-fulfillment of any other condition precedent provided herein, then Seller's damages shall be limited to the Deposit. If Seller fails or refuses to comply with the terms of this Agreement, Purchaser may elect to terminate this Agreement or to enforce the terms hereof by action for specific performance and/or exercise any other right or remedy available to it at law or in equity.

**Notices.** Any notice required or permitted to be given to a party under this Agreement shall be in writing, and shall be deemed properly delivered when and if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto at their respective addresses first set forth above. Either party may change its mailing address by written notice to the other party at its then-current mailing address in accordance with the provisions of this Paragraph.

**Expenses.** Seller and Purchaser shall each pay one-half of the Escrow Agent's closing fee. Seller shall pay conveyance fees or transfer tax in connection with the sale of the Property. Purchaser shall pay recording charges, any survey costs, and the title insurance premium. Each party shall pay for its own legal and accounting fees and other expenses in connection with this Agreement and the sale and transfer of the Property.

**Assignment.** Prior to Closing, Seller and Purchaser shall have the right to assign their respective rights under this Agreement to a third party upon written approval of the other party provided, however, that neither party shall be released from any of its obligations under this Agreement upon such assignment.

b) **Miscellaneous.**

c) **Captions.** The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

d) **Construction.** No provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

e) **Entire Agreement; Binding Effect.** This Agreement and the exhibits attached hereto constitute the entire contract between the parties and supersede all prior understandings, if any. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

f) **Time is of the Essence.** Time is of the essence with respect to all dates and time periods under this Agreement.

g) **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement, other than for the payment of money, resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fire, pandemics, epidemics, labor disturbances, or any other cause beyond the reasonable control of such party. The time for performance of any such obligation shall be extended for the period of delay or inability to perform due to such occurrences.

h) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of law principles. The parties agree that any action arising under or in connection with this Agreement shall be filed exclusively in a court of competent jurisdiction located in Hamilton County, Ohio.

SIGNATURE PAGE FOLLOWS