



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson Reggie Harris
Vice Chair Jeff Cramerding
Councilmember Mark Jeffreys
Councilmember Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Meeka Owens
Councilmember Seth Walsh
President Pro Tem Victoria Parks

Monday, June 5, 2023

1:00 PM

Council Chambers, Room 300

PRESENTATIONS

Income Tax Forecast

UC Economics Center

Cities for Financial Empowerment- Research Report

Virginia Tallent, ACM

Sarah Mostafa, OPDA

Monica People, OPDA

AGENDA

COMMUNITY REINVESTMENT AREA AGREEMENTS

1. [202301515](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **APPROVING, AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Cincinnati Northside Community Urban Redevelopment Corporation and the Port of Greater Cincinnati Development Authority, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 4024 Hamilton Avenue in the Northside neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 5,100 square feet of commercial space, at a total construction cost of approximately \$1,202,560.

Sponsors:

City Manager

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

TRANSFERS AND APPROPRIATIONS

2. [202301510](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **AUTHORIZING** the transfer of the sum of \$14,449.85 within the General Fund, from various non-personnel operating budget accounts and to various personnel operating budget accounts according to the attached Schedule of Transfer, for the purpose of realigning the office budgets of various City Councilmembers.

Sponsors: City Manager
Attachments: [Transmittal](#)
 [Ordinance](#)
 [Attachment](#)

3. [202301525](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Johnson, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer and return to source of \$18,500 from Councilmember Johnson’s General Fund personnel services operating budget account no. 050x023x7100 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$8,250 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Recreation Special Activities Fund 323; **AUTHORIZING** the transfer and appropriation of \$8,250 from the unappropriated surplus of Recreation Special Activities Fund 323 to Cincinnati Recreation Commission (“CRC”) non-personnel operating budget account no. 323x199x7200 to provide resources for CRC programming and for CRC senior programming; **AUTHORIZING** the transfer of \$5,250 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer and appropriation of \$5,250 from the unappropriated surplus of Cincinnati Health District Fund 416 to Cincinnati Health Department non-personnel operating budget account no. 416x266x7200 to provide resources for the children’s dental program; and **AUTHORIZING** the transfer of \$5,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Affordable Housing Trust Fund 439 to provide resources for affordable housing initiatives.

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

4. [202301526](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Parks, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer and return to source of \$26,300 from President Pro Tem Parks General Fund personnel services operating budget account no. 050x027x7100 and \$2,700 from President Pro Tem Parks General Fund non-personnel services operating

budget account no. 050x027x7200 to the General Fund 050 unappropriated surplus; and AUTHORIZING the transfer of \$29,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Special Events Fund 314 for the purpose of providing resources for upcoming Girls in Government programming.

Sponsors: Parks

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

GRANTS AND DONATIONS

5. [202301508](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a Fiscal Year 2023 State Homeland Security Program Grant (“FY23 SHSP Grant”) (ALN 97.067) from the United States Department of Homeland Security, Federal Emergency Management Agency, administered by the State of Ohio Department of Public Safety, Ohio Emergency Management Agency, of up to \$260,000 to enhance and sustain the Greater Cincinnati Fusion Center; and AUTHORIZING the Director of Finance to deposit FY23 SHSP Grant funds into Law Enforcement Grant Fund 368, project account no. 23SHSP.

Sponsors: City Manager

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

6. [202301509](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **AUTHORIZING** the City Manager to apply for in FY 2023, and accept and appropriate a grant of up to \$42,000, effective FY 2024, from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs for the purpose of providing funds for the Cincinnati Police Department Homicide Unit’s Victim Advocate; and AUTHORIZING the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24VALU.

Sponsors: City Manager

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

7. [202301512](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **AUTHORIZING** the City Manager to accept a donation of up to \$750,000 from Cincinnati, LLC, to support the operations and maintenance of the Cincinnati streetcar; **AUTHORIZING** the Director of Finance to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

Sponsors: City Manager

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

PAYMENTS

8. [202301513](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **AUTHORIZING** a payment of \$17,411 from Cincinnati Health Department Community Health Center Activities Fund non-personnel operating budget account no. 395x265x3520x7297 to Cross Country Staffing as a moral obligation of the City of Cincinnati for providing a temporary clinical pharmacist to the Cincinnati Health Department.

Sponsors: City Manager

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

PROPERTY SALE AGREEMENTS

9. [202301511](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **AUTHORIZING** the City Manager to execute a *Property Sale Agreement* with PLK Cooper, LLC, and Vandalia Point, LLC, pursuant to which the City will vacate and convey a portion of certain real property designated as public right-of-way known as Vandalia Avenue in the Northside neighborhood of Cincinnati.

Sponsors: City Manager

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

EASEMENTS

10. [202301514](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for storm sewer lines and related fixtures, equipment, and appurtenances through certain real property generally located at 4945 Kirby Avenue in the City of Cincinnati in accordance with the plat entitled *4929 Kirby Avenue Permanent Easement*, as recorded in Plat Book 496, Page 94, Hamilton County, Ohio Recorder's Office.

Sponsors: City Manager

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

URBAN FORESTRY ASSESSMENT

11. [202301517](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **DETERMINING** to proceed with a special assessment for the Urban Forestry Program for the calendar year

2024 for the control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees in the public-right-of-way in the City of Cincinnati's Urban Forestry Maintenance District.

Sponsors: City Manager

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

12. [202301516](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 6/1/2023, **LEVYING** a special assessment for the Urban Forestry Program for the calendar year 2024 for control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees within the public-right-of-way in the City of Cincinnati's Urban Forestry Maintenance District.

Sponsors: City Manager

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

PRESENTATIONS

13. [202301542](#) PRESENTATION submitted by Sheryl M. M. Long, City Manager, dated 6/5/2023, regarding the UC Economics Center Income Tax Forecast.

Sponsors: City Manager

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

14. [202301572](#) PRESENTATION submitted by Sheryl M. M. Long, City Manager, dated 6/5/2023, regarding City of Cincinnati Financial Freedom Research Briefing.

Sponsors: City Manager

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

ADJOURNMENT

June 1, 2023

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202301515

Subject: Emergency Ordinance – Approving and Authorizing CRA Tax Exemption Agreement for 4024 Hamilton Avenue

Attached is an Emergency Ordinance captioned:

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Cincinnati Northside Community Urban Redevelopment Corporation and the Port of Greater Cincinnati Development Authority, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 4024 Hamilton Avenue in the Northside neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 5,100 square feet of commercial space, at a total construction cost of approximately \$1,202,560.

BACKGROUND/CURRENT CONDITIONS

The property, located at 4024 Hamilton Avenue, contains a vacant, 3-story historic building in the southern end of the Northside NBD, controlled by the Cincinnati Northside Community Urban Redevelopment Corporation, which is Northside’s community development corporation that does business as NEST. The building was in a neglected and distressed condition prior to Neighborhood Business District Improvement Program (NBDIP) funding from the City for acquisition and stabilization to make it ready for renovation.

After the Northside Business Association (NBA) successfully acquired and stabilized the property several years ago, NBA agreed to transfer the property to NEST to pursue its full renovation and reuse with the goal of revitalizing and activating the blighted 4000 block of Hamilton Avenue. NEST then applied for, and secured, \$475,000 in additional public grants, while also securing a partnership with the Port of Greater Cincinnati Development Authority (Port) to co-develop the project and fully fund the remainder of the costs.

PROJECT OVERVIEW

NEST and the Port plan to co-develop the property to contain 5,100 square feet of renovated commercial space, at a total development cost of \$1,250,928. The developers have successfully secured a key anchor tenant, Dean’s Mediterranean Imports, a local specialty grocer that is expanding to a new location and opening a restaurant with rear outdoor patio space. The developers will also be renovating the 2nd and 3rd floors to a “whitebox” condition to attract other commercial tenant(s) such as office users. The developers intend to make the space affordable and to prioritize small, local, and/or disadvantaged businesses during the tenanting process. At full leaseup, the project is anticipated to generate approximately 11 permanent FTE jobs, in addition to approximately 15 temporary jobs during construction.

The Port and NEST are self-funding the majority of the renovation costs, however in order to make the renovation financially feasible, the City would need to provide a commercial tax abatement in addition to a \$275,000 NBDIP grant. Additionally, Homebase Cincinnati has elected to provide a \$200,000 grant of ARPA dollars through the City's NBD Support Grant program to complete the 1st floor tenant's buildout and finishes. The various forms of public financial incentives are all necessary to close the financing gap.

During the acquisition and stabilization phase, the City provided \$270,000 in NBDIP grants. Factoring in the new NBDIP grant and the new NBDSG grant, the total all-in City funding in support of the acquisition and renovation of the property will total \$745,000. The total non-City funding provided by the Port and NEST will total \$775,928.

DEVELOPER INFORMATION

NEST and the Port will be co-developers. The Port will own the property during construction and will be responsible for constructing the project under a separate NBDIP funding agreement, while NEST will serve as the construction manager. After construction, NEST will purchase the completed project from the Port through an installment sale, and will be responsible for the leaseup of the remaining space and the property's long-term operation.

Formerly doing business under its legal name of Cincinnati Northside Community Urban Redevelopment Corporation (CNCURC), NEST is Northside's nonprofit community development corporation. NEST has successfully completed many projects in Northside, including numerous house renovations in target areas of the neighborhood for affordable homeownership. Since switching its focus from residential to commercial development, NEST partnered with Pennrose to successfully co-develop of John Arthur Flats, the first LGBTQ+ affirming senior affordable housing development in Cincinnati, containing 57 newly constructed apartments. NEST has also acquired the former Stagecraft building which it intends to renovate and reuse as residential or commercial space.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline

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

Project Outline

<u>Project Description Details</u>	<u>Explanation</u>
Project Name	Renovation of 4024 Hamilton Avenue
Street Address	4024 Hamilton Avenue
Property Condition	Historic vacant shell
Neighborhood	Northside
Incentive Application Process	Commercial CRA application
Recent or other projects by Developer	NEST has renovated many Northside houses and co-developed John Arthur Flats
Approval at Planning Commission/Neighborhood support	Planning Commission N/A; Northside Community Council has issued letters supportive of the project
Plan Cincinnati Goals	Achieves the Compete Goal 2, particularly 'Focus Development on Existing Centers of Activity' (p. 116) and Sustain Initiative Area Goal 2 to 'Preserve Our Built History' (pages 197-198).

Project Image



<u>Incentive Summary Category</u>	<u>Explanation</u>
Abatement Term and amount	15-yr CRA 100% (Net 59.5%).
Construction Cost & Private investment committed	\$1,202,560 in hard construction costs and \$48,368 in soft costs; developers are self-funding \$775,928 (private investment)
Sq. Footage by Use	5,100 SF of commercial space
Number of units and rental ranges	No residential units
Jobs created/retained and payroll (living wage)	Projected to create 11 permanent FTE positions at \$500,000 in annual payroll.
“But For”	This project would not proceed without an abatement; the developers project negative cash flow without the abatement.
Cash on Cash Return for developer (Market return between 8-12%, depends on investment risk)	Without Abatement: Year 5: -5.63 % (stabilized) With Abatement: Year 5: 1.05 % (stabilized)
LEED or other environmental build	Non-LEED
Neighborhood VTICA	Neighborhood VTICA – 7.5% (for Affordable Housing)
Total Public Benefit (Benefits Realized vs Taxes Forgone)	\$2.30 of new CPS/VTICA/Income taxes for each \$1 forgone
City’s ROI	\$9.75 of new CPS/VTICA/Income taxes for each \$1 forgone
Projected Income Tax Revenue	\$142,200
MBE/WBE Goals	SBE Goal of 30%
Transit Access/Walkability	Next door to the Northside Transit Center, SORTA’s 2 nd largest transit hub, connecting Routes 15, 16, 17, 19, 20, 23, 27 and 51
Geography	Located in an Opportunity Zone
Historic Preservation/Existing Building Renovation	This project will activate and bring back to productive use a long-underutilized and blighted historic building.
Public Infrastructure Improvements	N/A

EMERGENCY

ZDS

- 2023

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Cincinnati Northside Community Urban Redevelopment Corporation and the Port of Greater Cincinnati Development Authority, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 4024 Hamilton Avenue in the Northside neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 5,100 square feet of commercial space, at a total construction cost of approximately \$1,202,560.

WHEREAS, to encourage the development of real property and the acquisition of personal property, Council by Ordinance No. 274-2017 passed on September 27, 2017, designated the area within the corporate boundaries of the City of Cincinnati as a “Community Reinvestment Area” pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “Statute”); and

WHEREAS, Ordinance No. 275-2017 passed by Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by Council on October 31, 2018, sets forth certain additional policies, conditions, and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; and

WHEREAS, effective October 23, 2017, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute; and

WHEREAS, Cincinnati Northside Community Urban Redevelopment Corporation (the “Company”) desires to remodel an existing building on real property at 4024 Hamilton Avenue located within the corporate boundaries of the City of Cincinnati into approximately 5,100 square feet of commercial space (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a *Community Reinvestment Area Tax Exemption Agreement*, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

WHEREAS, the property is located within the Cincinnati City School District; and

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as

may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100 percent of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, pursuant to the Board of Education Agreement, the Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33 percent of the exempt real property taxes; and

WHEREAS, the City of Cincinnati’s Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$5,846; and

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 7.5 percent of the exempt real property taxes, which funds shall be committed by the, third-party organization to support affordable housing on a City-wide basis; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company’s operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per R.C. Section 3735.673; now, therefore,

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with Cincinnati Northside Community Urban Redevelopment Corporation and the Port of Greater Cincinnati Development Authority (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 4024 Hamilton Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 5,100 square feet of commercial space, to be completed at a total construction cost of approximately \$1,202,560.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the “City”) in substantially the form of Attachment A to this ordinance; and
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with R.C. Section 3735.672,

and to the Board of Education of the Cincinnati City School District, as necessary;
and

- (iii) to take all necessary and proper actions to fulfill the City’s obligations under the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the remodeling described in this ordinance and the corresponding revitalization of the City and the benefits to the City’s economic welfare to begin at the earliest possible time.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), CINCINNATI NORTHSIDE COMMUNITY URBAN REDEVELOPMENT CORPORATION, an Ohio nonprofit corporation, d/b/a NORTHSIDERS ENGAGED IN SUSTAINABLE TRANSFORMATION (NEST) (the "Company"), and PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority, d/b/a THE PORT ("Owner").

Recitals:

- A. The City and _____ are parties to a *Funding Agreement* dated _____, 2023 (the "Funding Agreement"), pursuant to which the City agreed to provide _____ with financial support for the Project (as defined below).
- B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- D. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, and Ordinance No. 24-2022, passed on February 2, 2022 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- E. Owner is the sole owner of certain real property within the City, located at 4024 Hamilton Avenue (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Owner intends to convey its fee title in the Property to the Company following the completion of the Project, as more fully described in Recital F. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax

exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past three (3) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Northside neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Northside neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to seven and one half percent (7.5%) of the real property taxes

that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). All of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

- Q. This Agreement has been authorized by Ordinance No. _____-2023, passed by Cincinnati City Council on _____, 2023.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel an existing building on the Property to create approximately 5,100 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$1,202,560 to commence after the execution of this Agreement and to be completed no later than June 30, 2025; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for

exemption, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2025 nor extend beyond the earlier of (i) tax year 2039 or (ii) the end of the 15th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(B)(3), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or

appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(B), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.¹

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs

¹ Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 11 full-time permanent jobs, and (ii) 15 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$500,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$400,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B), if the Company materially fails to fulfill its obligations under this Agreement or the Funding Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction

in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (C) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(C) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(B)(7), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (C) of Ohio Revised Code Section 3735.671. has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62, 5709.63, or 5709.632 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. The Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(C), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of three (3) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(C).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or

to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Owner:

Port of Greater Cincinnati Development Authority
Attention: Laura Brunner, President & CEO
3 E. Fourth Street, Suite 300
Cincinnati, Ohio 45202

To the Company:

Northsiders Engaged in Sustainable Transformation
Attention: Sarah Thomas, Executive Director
1546 Knowlton Street
Cincinnati, Ohio 45223

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(B)(6), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671, the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "Wage Enforcement Chapter"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

Executed by the parties on the dates indicated below, effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI,
an Ohio municipal corporation

CINCINNATI NORTHSIDE COMMUNITY
URBAN REDEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

By: _____
Sheryl M. M. Long, City Manager

Date: _____, 2023

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Authorized by resolution dated _____

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY, d/b/a
THE PORT, an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Authorized by resolution dated _____.

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Situated in Section 28, Township 3 and Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

BEGINNING at the intersection of the north line of Cosby Street and the east line of Hamilton Avenue, referenced by set cross notches at North 60°36'41" West, 3.00 feet and South 03°12'45" West, 3.00 feet;

Thence with the east line of said Hamilton Avenue, North 03°12'45" East, 25.00 feet to a point referenced by a set cross notch at North 67°29'47" West, 3.00 feet;

Thence South 67°29'47" East 119.73 feet to a set MAG nail in the centerline of vacated Hogan Alley;

Thence with the centerline of said vacated Hogan Alley, South 34°21'40" West, 16.40 feet to a set MAG nail;

Thence South 68°18'15" East 13.40 feet to the northwest corner of Hamilton County Auditor's Parcel 221-0013-0174 as conveyed to Cincinnati Northside Community Urban Redevelopment Corporation in Official Record 14786, Page 2100;

Thence with the westerly line of said Cincinnati Northside Community Urban Redevelopment Corporation, South 34°04'19" West 22.24 feet to a set cross notch in the north line of aforesaid Cosby Street;

Thence with the north line of said Cosby Street, North 68°16'41" West 0.57 feet to a set cross notch **AND** North 60°36'41" West 117.32 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0831 Acres. and being subject to all legal easement and highways of record.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

June 1, 2023

To: Mayor and Members of City Council **202301510**

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Council: FY 2023 City Council Budget Adjustments

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of the sum of \$14,449.85 within the General Fund, from various non-personnel operating budget accounts and to various personnel operating budget accounts according to the attached Schedule of Transfer, for the purpose of realigning the office budgets of various City Councilmembers.

Approval of this Emergency Ordinance authorizes the transfer of the sum of \$14,449.85 within the General Fund, from various non-personnel operating budget accounts and to various personnel operating budget accounts according to the attached Schedule of Transfer, for the purpose of realigning the office budgets of various City Councilmembers.

The reason for the emergency is the immediate need to ensure necessary funds for the operation of various City Councilmember offices.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

CMZ

- 2023

AUTHORIZING the transfer of the sum of \$14,449.85 within the General Fund, from various non-personnel operating budget accounts and to various personnel operating budget accounts according to the attached Schedule of Transfer, for the purpose of realigning the office budgets of various City Councilmembers.

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

Section 1. That the sum of \$14,449.85 existing within the General Fund is hereby transferred within the General Fund according to the attached Schedule of Transfer to realign the office budgets of various City Councilmembers.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure necessary funds for the operation of various City Councilmember offices.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

SCHEDULE OF TRANSFER

FY 2023 GENERAL FUND ADJUSTMENTS

Fund 050 General Fund

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
CITY COUNCIL					CITY COUNCIL				
COUNCILMEMBER KEATING	050	012	7200	3,846.69	COUNCILMEMBER KEATING	050	012	7100	3,846.69
COUNCILMEMBER WALSH	050	015	7200	1,365.94	COUNCILMEMBER WALSH	050	015	7100	1,365.94
COUNCILMEMBER HARRIS	050	021	7200	2,898.52	COUNCILMEMBER HARRIS	050	021	7100	2,898.52
COUNCILMEMBER JEFFREYS	050	022	7200	2,181.06	COUNCILMEMBER JEFFREYS	050	022	7100	2,181.06
COUNCILMEMBER OWENS	050	025	7200	1,693.78	COUNCILMEMBER OWENS	050	025	7100	1,693.78
COUNCILMEMBER KEARNEY	050	029	7200	2,463.86	COUNCILMEMBER KEARNEY	050	029	7100	2,463.86
TOTAL FUND REDUCTIONS				14,449.85	TOTAL FUND INCREASES				14,449.85

202301575

Date: June 1, 2023

To: Councilmember Scotty Johnson
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Emergency Ordinance – FY 2023 Budget Reallocations**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer and return to source of \$18,500 from Councilmember Johnson’s General Fund personnel services operating budget account no. 050x023x7100 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$8,250 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Recreation Special Activities Fund 323; **AUTHORIZING** the transfer and appropriation of \$8,250 from the unappropriated surplus of Recreation Special Activities Fund 323 to Cincinnati Recreation Commission (“CRC”) non-personnel operating budget account no. 323x199x7200 to provide resources for CRC programming and for CRC senior programming; **AUTHORIZING** the transfer of \$5,250 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer and appropriation of \$5,250 from the unappropriated surplus of Cincinnati Health District Fund 416 to Cincinnati Health Department non-personnel operating budget account no. 416x266x7200 to provide resources for the children’s dental program; and **AUTHORIZING** the transfer of \$5,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Affordable Housing Trust Fund 439 to provide resources for affordable housing initiatives.

ESW/MSS(dmm)
Attachment
384018

EMERGENCY

City of Cincinnati

MSS

EESW

An Ordinance No. _____ - 2023

AUTHORIZING the transfer and return to source of \$18,500 from Councilmember Johnson’s General Fund personnel services operating budget account no. 050x023x7100 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$8,250 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Recreation Special Activities Fund 323; **AUTHORIZING** the transfer and appropriation of \$8,250 from the unappropriated surplus of Recreation Special Activities Fund 323 to Cincinnati Recreation Commission (“CRC”) non-personnel operating budget account no. 323x199x7200 to provide resources for CRC programming and for CRC senior programming; **AUTHORIZING** the transfer of \$5,250 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer and appropriation of \$5,250 from the unappropriated surplus of Cincinnati Health District Fund 416 to Cincinnati Health Department non-personnel operating budget account no. 416x266x7200 to provide resources for the children’s dental program; and **AUTHORIZING** the transfer of \$5,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Affordable Housing Trust Fund 439 to provide resources for affordable housing initiatives.

WHEREAS, the Approved FY 2023 Budget Update included \$18,500 for Councilmember Johnson’s office, which is available to support other City programs; and

WHEREAS, Council desires to provide resources of \$3,500 for Cincinnati Recreation Commission (“CRC”) programming, \$4,750 for CRC seniors programming, \$5,250 for the children’s dental program administered by the Cincinnati Health Department, and \$5,000 for the Affordable Housing Trust Fund to fund important programs benefiting the community; now, therefore,

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

Section 1. That the transfer and return to source of \$18,500 from Councilmember Johnson’s General Fund personnel services operating budget account no. 050x023x7100 to the unappropriated surplus of General Fund 050 is authorized.

Section 2. That the transfer of \$8,250 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Recreation Special Activities Fund 323 is authorized.

Section 3. That the transfer and appropriation of \$8,250 from the unappropriated surplus of Recreation Special Activities Fund 323 to Cincinnati Recreation Commission (“CRC”)

Recreation Special Activities Fund non-personnel operating budget account no. 323x199x7200 is authorized to provide resources for CRC programming and for CRC senior programming.

Section 4. That the transfer of \$5,250 from the unappropriated surplus of the General Fund to the unappropriated surplus of Cincinnati Health District Fund 416 is authorized.

Section 5. That the transfer and appropriation of \$5,250 from the unappropriated surplus of Cincinnati Health District Fund 416 to Cincinnati Health Department non-personnel operating budget account no. 416x266x7200 is authorized to provide resources for the children’s dental program.

Section 6. That the transfer of \$5,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Affordable Housing Trust Fund 439 is authorized to provide resources for affordable housing initiatives.

Section 7. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of Sections 1 through 6.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer Councilmember Johnson’s personnel services operating budget savings to other City programs before the end of Fiscal Year 2023.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

202301504
Date: June 1, 2023

To: Councilmember Victoria Parks
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Emergency Ordinance – FY 2023 Transfer for Girls in Government Programming**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer and return to source of \$26,300 from President Pro Tem Parks General Fund personnel services operating budget account no. 050x027x7100 and \$2,700 from President Pro Tem Parks General Fund non-personnel services operating budget account no. 050x027x7200 to the General Fund 050 unappropriated surplus; and **AUTHORIZING** the transfer of \$29,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Special Events Fund 314 for the purpose of providing resources for upcoming Girls in Government programming.

ESW/LES(dmm)
Attachmt
384021

EMERGENCY

City of Cincinnati

LES

EESW

An Ordinance No. _____

-2023

AUTHORIZING the transfer and return to source of \$26,300 from President Pro Tem Parks General Fund personnel services operating budget account no. 050x027x7100 and \$2,700 from President Pro Tem Parks General Fund non-personnel services operating budget account no. 050x027x7200 to the General Fund 050 unappropriated surplus; and **AUTHORIZING** the transfer of \$29,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Special Events Fund 314 for the purpose of providing resources for upcoming Girls in Government programming.

WHEREAS, the Approved FY 2023 Budget Update included \$29,000 for the office budget of President Pro Tem Parks; and

WHEREAS, Council desires to provide resources of \$29,000 for upcoming Girls in Government programming to fund an important program that benefits the community; and

WHEREAS, \$29,000 in the existing FY 2023 operating budget of the office of President Pro Tem Parks is available for transfer to provide resources for upcoming Girls in Government programming; now, therefore,

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

Section 1. That the transfer and return to source of \$26,300 from President Pro Tem Parks General Fund personnel services operating budget account no. 050x027x7100 and \$2,700 from President Pro Tem Parks General Fund non-personnel services operating budget account no. 050x027x7200 to the General Fund 050 unappropriated surplus is hereby authorized.

Section 2. That the transfer of \$29,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Special Events Fund 314 is hereby authorized for the purpose of providing resources for upcoming Girls in Government programming.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer funds from the operating budget of President Pro Tem Parks to Special Events Fund 314 before the end of Fiscal Year 2023 to provide resources for upcoming Girls in Government programming.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

June 1, 2023

To: Mayor and Members of City Council

202301508

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2023 State Homeland Security Program (SHSP) Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a Fiscal Year 2023 State Homeland Security Program Grant (“FY23 SHSP Grant”) (ALN 97.067) from the United States Department of Homeland Security, Federal Emergency Management Agency, administered by the State of Ohio Department of Public Safety, Ohio Emergency Management Agency, of up to \$260,000 to enhance and sustain the Greater Cincinnati Fusion Center; and **AUTHORIZING** the Director of Finance to deposit FY23 SHSP Grant funds into Law Enforcement Grant Fund 368, project account no. 23SHSP.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a Fiscal Year 2023 State Homeland Security Program Grant (FY23 SHSP Grant) from the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), administered by the State of Ohio Department of Public Safety (ODPS), Ohio Emergency Management Agency (OEMA), of up to \$260,000 to enhance and sustain the Greater Cincinnati Fusion Center (GCFC). This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 23SHSP.

The Cincinnati Police Department (CPD) manages the GCFC, which serves to combat potential domestic extremism, violence, and terrorist activity, and serves as a focal point for the receipt, gathering, analysis, and sharing of threat related information between local, tribal, territorial, state, and federal partners, and private sector stakeholders. If awarded and accepted, the grant funds will be used to cover salary and fringe benefit costs for the Supervisory Intelligence Analyst (SIA) and a contracted cybersecurity analyst at the GCFC, as well as costs related to software, training, and other equipment for the GCFC.

The grant application deadline was May 4, 2023, and the Cincinnati Police Department has already submitted an application for the FY23 SHSP Grant. No grant funds will be accepted without prior approval from the City Council.

There are no new FTEs associated with this grant. Although the grant does not require matching funds, approximately \$5,300 of the SIA’s salary and fringe benefits will surpass the FY23 SHSP Grant allowance and will be provided from the CPD General Fund operating budget.

Acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



EMERGENCY

IMD

- 2022

AUTHORIZING the City Manager to apply for, accept, and appropriate a Fiscal Year 2022 State Homeland Security Program – Law Enforcement Grant (“FY22 SHSP-LE Grant”) (ALN 97.067) from the Ohio Emergency Management Agency in an amount of up to \$250,000 to enhance and sustain the Greater Cincinnati Fusion Center; and **AUTHORIZING** the Finance Director to deposit FY22 SHSP-LE Grant funds into Law Enforcement Grant Fund 368, Project Account 22SHSP.

WHEREAS, the Greater Cincinnati Fusion Center (“GCFC”) serves to combat potential domestic extremism, violence, and terrorist activity and also serves as a focal point for the receipt, analysis, gathering, and sharing of threat-related information between local, tribal, territorial, state, and federal partners, and private sector stakeholders; and

WHEREAS, administration of the GCFC transferred to the Cincinnati Police Department (“CPD”) from the Hamilton County Sheriff’s Office (“HCSO”) on January 1, 2022; and

WHEREAS, the HCSO previously applied for and received four State Homeland Security Program – Law Enforcement grants from Fiscal Years 2018, 2019, 2020, and 2021, all of which were transferred to CPD along with the administration of the GCFC; and

WHEREAS, the application deadline for the SHSP-LE grant from Fiscal Year 2022 (“FY22 SHSP-LE Grant”) was September 30, 2022, and as a result, CPD has already submitted an application for the FY22 SHSP-LE Grant; and

WHEREAS, CPD will not accept any FY22 SHSP-LE Grant funds without approval from Council; and

WHEREAS, if the City is awarded and accepts a FY22 SHSP-LE Grant, the funds will be used to cover salary and fringe benefit costs for a Supervisory Intelligence Analyst (“SIA”) and a contracted cybersecurity analyst at the GCFC, as well as costs related to software, training, network firewalls, Automated License Plate Reader cameras and licenses, and other cybersecurity projects within the GCFC; and

WHEREAS, although the FY22 SHSP-LE Grant does not require matching funds or additional FTEs, approximately \$3,500 of the SIA’s salary and benefits surpass the FY22 SHSP-LE Grant allowance and will be paid through the CPD General Fund operating budget; and

WHEREAS, acceptance of the FY22 SHSP-LE Grant is in accordance with the “Live” goal to “[c]reate a more livable community,” as described on pages 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a Fiscal Year 2022 State Homeland Security Program – Law Enforcement Grant (“FY22 SHSP-LE Grant”) (ALN 97.067) from the Ohio Emergency Management Agency in an amount of up to \$250,000 for enhancing and sustaining the Greater Cincinnati Fusion Center.

Section 2. That the Finance Director is hereby authorized to deposit FY22 SHSP-LE Grant funds into Law Enforcement Grant Fund 368, Project Account 22SHSP.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to meet the Ohio Emergency Management Agency’s sixty-day grant acceptance deadline, if the grant is awarded to the City.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

June 1, 2023

To: Mayor and Members of City Council **202301509**

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Police: FY 2024 State Victims Assistance Act (SVAA) and Victims of Crime Act (VOCA) Grants**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for in FY 2023, and accept and appropriate a grant of up to \$42,000, effective FY 2024, from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs for the purpose of providing funds for the Cincinnati Police Department Homicide Unit’s Victim Advocate; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24VALU.

This Ordinance authorizes the City Manager to apply for in FY 2023, and accept and appropriate a grant of up to \$42,000, effective FY 2024, from the State of Ohio, Office of the Attorney General, State Victims Assistance Act (SVAA) and the federal Victims of Crime Act (VOCA) grant programs for the purpose of providing funds for the Cincinnati Police Department Homicide Unit’s Victim Advocate. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24VALU.

The grant is available through the State of Ohio, Office of the Attorney General, for the purpose of funding the Cincinnati Police Department (CPD) Homicide Unit’s Victim Advocate, who provides support and advocacy to survivors of victims whose deaths are investigated by the CPD Homicide Unit.

The grant application deadline is June 14, 2023, and no funds will be accepted without approval of the City Council.

There are no new FTEs associated with this grant. The grant does require a 25 percent local match, to be provided by student volunteer hours utilized by CPD.

Acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to apply for in FY 2023, and accept and appropriate a grant of up to \$42,000, effective FY 2024, from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs for the purpose of providing funds for the Cincinnati Police Department Homicide Unit’s Victim Advocate; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24VALU.

WHEREAS, the State Victims Assistance Act and Victims of Crime Act grant programs will fund the Cincinnati Police Department (“CPD”) Homicide Unit’s Victim Advocate, who provides support and advocacy to the survivors of victims whose deaths are investigated by the Homicide Unit; and

WHEREAS, the grant application deadline is June 14, 2023, and no grant funds will be accepted without approval by Council; and

WHEREAS, the grant requires a 25 percent in-kind local match, which will be provided by student volunteers utilized by CPD; and

WHEREAS, acceptance of the grant will not require any additional FTEs/full time equivalents; and

WHEREAS, acceptance of the grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for in FY 2023, and accept and appropriate a grant of up to \$42,000, effective FY 2024, from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs for the purpose of providing funds for the Cincinnati Police Department Homicide Unit’s Victim Advocate.

Section 2. That the Director of Finance is authorized to deposit the grant funds in Law Enforcement Grant Fund 368, project account no. 24VALU.

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

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

June 1, 2023
202301512

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DOTE: Streetcar VTICA Donation Acceptance

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation of up to \$750,000 from CinciVTICA, LLC, to support the operations and maintenance of the Cincinnati streetcar; **AUTHORIZING** the Director of Finance to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

This Emergency Ordinance authorizes the City Manager to accept a donation of up to \$750,000 from CinciVTICA, LLC to support the operations and maintenance of the Cincinnati streetcar. The Finance Director will be authorized to deposit the donated funds into Streetcar Operations Fund revenue account no. 455x8645.

The City identified non-City funding sources to augment the resources available for operating and maintaining the Streetcar. On November 19, 2014, the City Council passed a motion supporting the creation of a tax incentive contribution policy in certain neighborhoods that would incentivize applicants for real property tax abatements to enter into a Voluntary Tax Incentive Contribution Agreement (“VTICA”) to voluntarily contribute a portion of their abated tax savings to the Streetcar.

Previously, the City and the Southwest Ohio Regional Transit Authority (SORTA) cooperated with Downtown Cincinnati Inc. (operating for this purpose as CinciVTICA, LLC) to facilitate the collection of VTICA payments by CinciVTICA and the application of such payments to the streetcar with those payments going directly to SORTA. With the termination of SORTA’s role in management and operation of the streetcar, this Emergency Ordinance will allow the City to receive donated funds that will cover the VTICA payments collected from July 1, 2022 until June 30, 2023.

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

The reason for the emergency is the immediate need for the City to accept the donations to provide resources for the operation and maintenance of the streetcar system.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

MSS

-2023

AUTHORIZING the City Manager to accept a donation of up to \$750,000 from CincinnatiVTICA, LLC, to support the operations and maintenance of the Cincinnati streetcar; and **AUTHORIZING** the Director of Finance to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

WHEREAS, the City of Cincinnati (“City”) constructed a modern streetcar project in downtown Cincinnati (“Streetcar”), which began passenger service in September 2016; and

WHEREAS, the City identified non-City funding sources to augment the resources available for operating and maintaining the Streetcar; and

WHEREAS, on November 19, 2014, Council passed a motion supporting the creation of a tax incentive contribution policy in certain neighborhoods to incentivize applicants for real property tax abatements to enter into Voluntary Tax Incentive Contribution Agreements (“VTICA”) to voluntarily contribute a portion of their abated tax savings to support the Streetcar; and

WHEREAS, the City is not a party to VTICA commitments, and payments made thereunder are managed and collected by a third party; and

WHEREAS, the City and the Southwest Ohio Regional Transit Authority (“SORTA”) cooperated with Downtown Cincinnati Inc., operating for this purpose as CincinnatiVTICA, LLC, (“CincinnatiVTICA”) to facilitate collection of VTICA payments by CincinnatiVTICA and application of such payments to the Streetcar; and

WHEREAS, the City and SORTA agreed to terminate SORTA’s role in management and operation of the Streetcar effective January 1, 2020, and the City now directly operates and manages the Streetcar; and

WHEREAS, CincinnatiVTICA therefore wishes to donate the proceeds of the VTICA payments collected from July 1, 2022 until June 30, 2023 to the City to ensure that the funds will be used for operation and maintenance of the Streetcar; and

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

{00383950-4}

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

Section 1. That the City Manager is authorized to accept a donation of up to \$750,000 from Cincinnati, LLC, to operate and maintain the City's streetcar system.

Section 2. That the Director of Finance is authorized to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

June 1, 2023

To: Mayor and Members of City Council **202301513**

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Cincinnati Health Department: Moral
Obligation to Cross Country Staffing**

Attached is an Emergency Ordinance captioned:

AUTHORIZING a payment of \$17,411 from Cincinnati Health Department Community Health Center Activities Fund non-personnel operating budget account no. 395x265x3520x7297 to Cross Country Staffing as a moral obligation of the City of Cincinnati for providing a temporary clinical pharmacist to the Cincinnati Health Department.

Approval of this Emergency Ordinance would authorize a payment of \$17,411 from Cincinnati Health Department (CHD) Community Health Center Activities Fund non-personnel operating budget account no. 395x265x3520x7297 to Cross Country Staffing as a moral obligation of the City of Cincinnati for providing a temporary clinical pharmacist to the Cincinnati Health Department.

Cincinnati Health Department utilized the temporary staff without obtaining the proper approvals and therefore, resources to pay Cross Country Staffing were not encumbered in a timely manner, necessitating a moral obligation payment.

The Cincinnati Health Department staff has since implemented a procurement and accounting review policy to ensure compliance in the future.

The reason for the emergency is the immediate need to pay Cross Country Staffing in a timely manner for services provided to the Cincinnati Health Department.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

LES

- 2023

AUTHORIZING a payment of \$17,411 from Cincinnati Health Department Community Health Center Activities Fund non-personnel operating budget account no. 395x265x3520x7297 to Cross Country Staffing as a moral obligation of the City of Cincinnati for providing a temporary clinical pharmacist to the Cincinnati Health Department.

WHEREAS, the City has a contract with Cross Country Staffing for temporary staffing needs, and the Cincinnati Health Department (“CHD”) regularly utilizes temporary staffing for healthcare related positions; and

WHEREAS, a temporary clinical pharmacist was needed between March 13, 2023 and April 21, 2023; and

WHEREAS, CHD utilized the temporary staffing contract to obtain the services of a clinical pharmacist without obtaining the proper approvals, and therefore, resources to pay Cross Country Staffing were not encumbered in a timely manner, necessitating a moral obligation payment; and

WHEREAS, CHD staff members were informed of the encumbrance issues and advised of the proper financial and procurement processes to prevent moral obligations in the future; and

WHEREAS, sufficient resources are available in CHD Community Health Center Activities Fund non-personnel operating budget account no. 395x265x3520x7297 to pay for the services provided by Cross Country Staffing; and

WHEREAS, Council desires to provide payment of \$17,411 to Cross Country Staffing for services provided to CHD; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$17,411 from Cincinnati Health Department Community Health Center Activities Fund non-personnel operating budget account no. 395x265x3520x7297 to Cross Country Staffing as a moral obligation of the City for providing a temporary clinical pharmacist to the Cincinnati Health Department.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Cross Country Staffing in a timely manner for services provided to the Cincinnati Health Department.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: June 1, 2023

To: Mayor and Members of City Council **202301511**

From: Sheryl M. M. Long, City Manager

Subject: EMERGENCY ORDINANCE – PLK COOPER, LLC PROPERTY SALE AGREEMENT
(VANDALIA AVENUE)

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with PLK Cooper, LLC, and Vandalia Point, LLC, pursuant to which the City will vacate and convey a portion of certain real property designated as public right-of-way known as Vandalia Avenue in the Northside neighborhood of Cincinnati.

The City of Cincinnati owns certain real property designated as public right-of-way, namely Vandalia Avenue, formerly known as Railroad Street, in the Northside neighborhood (the “Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

PLK Cooper, LLC (“Petitioner”) desires to purchase the Property from the City to facilitate the construction of a 52-unit affordable housing development on Petitioner’s abutting real property.

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

The approximate fair market value of the Property is \$32,500; however, the City is agreeable to convey the Property for less than fair market value, namely, for \$1.00 because the City anticipates that it will receive economic and non-economic benefits from the Project that equal or exceed the fair market value of the Property.

The City Planning Commission approved the sale of the Property at its meeting on April 7, 2023.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Property Sale Agreement

Attachment II – Legal Description

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

EMERGENCY

City of Cincinnati

CHM

EE3W

An Ordinance No. _____

- 2023

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with PLK Cooper, LLC, and Vandalia Point, LLC, pursuant to which the City will vacate and convey a portion of certain real property designated as public right-of-way known as Vandalia Avenue in the Northside neighborhood of Cincinnati.

WHEREAS, the City owns certain real property designated as public right-of-way, namely, an approximately 0.115-acre tract of Vandalia Avenue, formerly known as Railroad Street, in the Northside neighborhood, as more particularly depicted and described in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (“Property”), which Property is under the management of the City’s Department of Transportation and Engineering (“DOTTE”); and

WHEREAS, PLK Cooper, LLC, an Ohio limited liability company (“Petitioner”), owns the real property abutting the Property, and Vandalia Point, LLC, an Ohio limited liability company (“Developer”) is under contract to purchase Petitioner’s property to construct a 52-unit affordable housing development on Petitioner’s property (“Project”); and

WHEREAS, Petitioner and Developer have petitioned the City to vacate and sell the Property to Petitioner to facilitate the Project; and

WHEREAS, Natalie H. Rauf, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Petitioner owns all real property abutting the Property; and

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

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

WHEREAS, the City Manager, in consultation with DOTTE, has determined that: (i) the Property is not needed for transportation purposes or any other municipal purpose; (ii) there is good cause to vacate the Property; and (iii) the vacation of the Property will not be detrimental to the general interest; and

WHEREAS, the City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Property is approximately \$32,500; however, the City is agreeable to convey the Property for less than fair market value, namely, for \$1.00 because the City anticipates that it will receive economic and non-economic benefits from the Project that equal or exceed the fair market value of the Property because it is anticipated that the Project will create new temporary construction jobs, stimulate economic growth in the Northside neighborhood, will create additional housing in Cincinnati and is consistent with the City’s objective of creating good quality housing options in the Northside neighborhood, thereby

contributing to the social and economic viability and stability of the neighborhood and restore Purchaser's property to productive use; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City and eliminating competitive bidding in connection with the City's sale of the Property is appropriate because Petitioner owns all real property abutting the Property, and, as a practical matter, no one other than an abutting property owner would have any use for it; and

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

WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing; and

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

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and sale of the Property at its regularly scheduled meeting on April 7, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* ("Agreement") with PLK Cooper, LLC, an Ohio limited liability company ("Petitioner"), and Vandalia Point, LLC, an Ohio limited liability company ("Developer"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati ("City") will vacate and convey to Petitioner an approximately 0.115-acre tract of Vandalia Avenue in the Northside neighborhood, as more particularly depicted and described in the Agreement ("Property"), which Property is more particularly described below and on the legal description attached to this ordinance as Attachment B and incorporated herein by reference:

Situated in Section 28, Town 3, Fractional Range 2, Miami Purchase, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being a part of an original 100' railroad right of way dedicated in P.B. 1, Pg. 2 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a cross notch found at the intersection of the east right of way line of Apple Street with the south right of way line of Vandalia Street (north);

Thence along said east right of way line, N05°56'32" E a distance of 19.44 feet to a cross notch set at the intersection of said east right of way line with the north right of way line of Vandalia Street;

Thence along said north right of way line, N66°56'02" E a distance of 277.45 feet to a cross notch set at the intersection of said north right of way line with the south right of way line of Blue Rock Street;

Thence along said south right of way line, S80°27'47" E a distance of 31.55 feet to a cross notch set at the intersection of said south right of way line with the aforementioned south right of way line of Vandalia Street;

Thence along said south right of way line, S66°56'02" W a distance of 313.46 feet to the Point of Beginning.

Containing 0.115 acres of land, more or less.

Bearings are based on the Ohio State Plane Coordinate System South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing System. (VRS) (NAD 83)

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Land Surveyor No. 8611.

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

Section 3. That the City's Real Estate Services Division has determined, by a professional appraisal, the fair market value of the Property is approximately \$32,500; however, the City is agreeable to convey the Property for less than fair market value, namely, for \$1.00 because the City anticipates that it will receive economic and non-economic benefits that equal

or exceed the fair market value of the Property because the vacation and sale of the Property will facilitate the construction of a 52-unit affordable housing development by Developer that is anticipated to create new temporary construction jobs, stimulate economic growth in the Northside neighborhood, will create additional housing in Cincinnati and is consistent with the City's objective of creating good quality housing options in the Northside neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood and restore Purchaser's property to productive use.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns all real property that abuts the Property, and, as a practical matter, no one other than an abutting property owner would have any use for the Property.

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

Section 6. That the City's Finance Director is hereby authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs, and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the Property to maintain, operate, renew, reconstruct, and remove its utility facilities and to access said utility facilities.

Section 8. That the City Manager is hereby authorized to vacate the Property as public right-of-way, and the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreement, including, without limitation, executing any and all ancillary agreements, deeds, plats, or other documents described in or contemplated by the Agreement to facilitate the vacation and sale of the Property to Petitioner.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the Hamilton County, Ohio Recorder's Office.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the shovel-ready project to move forward so that the City may receive the economic and non-economic benefits from the sale and redevelopment of the Property at the earliest possible time.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), **PLK COOPER, LLC**, an Ohio limited liability company, whose tax mailing address is 5905 East Galbraith Road, Cincinnati, OH 45236 ("**Purchaser**"), and **VANDALIA POINT, LLC**, an Ohio limited liability Company, whose tax mailing address is 114 West 14th Street, Cincinnati, OH 45202 ("**Developer**").

Recitals:

A. The City owns certain real property designated as public right-of-way known as Vandalia Avenue in the Northside neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (Legal Description- the Sale Property) hereto (the "**Sale Property**"), which Sale Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (Vacation Plat) hereto ("**Purchaser's Property**").

C. Developer is under contract to purchase Purchaser's Property and intends to construct a 52-unit affordable housing development thereon (the "**Project**").

D. Purchaser and Developer desire the City to vacate and convey the Sale Property prior to Developer purchases Purchaser's Property to facilitate the Project.

E. Following the acquisition of Purchaser's Property, Developer has agreed to dedicate public right-of-way to facilitate the widening and improvement of Vandalia Avenue with new curbs, gutters, and sidewalks as generally depicted on Exhibit C (Dedication Plat) hereto (the "**Dedication Property**").

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

G. The City has determined that the Sale Property is not needed for transportation or other municipal purposes and that the sale of the Sale Property will not be detrimental to the public interest.

H. Natalie H. Rauf, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Purchaser owns all the real property abutting the Sale Property.

I. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$32,500; however, the City is agreeable to convey the Property for less than fair market value, namely, for \$1.00 because the City anticipates that it will receive economic and non-economic benefits from the Project that equal or exceed the fair market value of the Property because the Developer will provide the Dedication Property to facilitate the widening and improvement of Vandalia Avenue with new curbs, gutters, and sidewalks, and it is anticipated that the Project will create new temporary construction jobs, stimulate economic growth in the Northside neighborhood, will create additional housing in Cincinnati and is consistent with the City's objective of creating good quality housing options in the Northside neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood and restore Purchaser's Property to productive use. However, notwithstanding the foregoing, to ensure the timely dedication, construction, and completion of the street improvements on the Dedication Property, Developer has agreed to pay the fair market value of the Sale

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Property into escrow (the “**Escrow Funds**”) as additional consideration for the City agreeing to vacate and convey the Sale Property to Purchaser in advance of Developer’s closing on Purchaser’s Property.

J. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is justified because Purchaser owns all real property abutting the Sale Property, and as a practical matter, no one other than an abutting property owner would have any use for it.

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

L. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.

M. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on April 7, 2023.

N. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-2023, passed on [], 2023.

NOW, THEREFORE, the parties agree as follows:

1. **Agreement to Convey Property Interests.**

(A) **Agreement to Vacate and Convey the Sale Property.** Subject to the terms and conditions set forth herein, the City hereby agrees to vacate and sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase and accept the Sale Property from the City. The purchase price of the Sale Property shall be \$1.00 (the “**Purchase Price**”). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in “as is” condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

(B) **Agreement to Dedicate the Dedication Property.** Developer hereby agrees to dedicate the Dedication Property to the City within 18 months of closing on the Purchaser’s Property. Developer acknowledges that the City shall have no obligation to accept the Dedication Property as public right-of-way under the management and control of the City until and unless such real property interests have been approved by formal action of the Cincinnati City Council. The City makes no representations or other assurances to Developer that Cincinnati City Council will accept such real property interests. Developer hereby waives any and all rights and remedies under this Agreement or otherwise available at law or in equity against the City, its officers, councilmembers, and employees for the Cincinnati City Council’s failure to accept and confirm the dedication of the Dedication Property as public right-of-way. As a material inducement for the City to enter into this Agreement, at Closing, the City and Developer shall execute an *Escrow Agreement* in substantially the form attached hereto as Exhibit D (*Escrow Agreement*) (the “**Escrow Agreement**”), pursuant to which Developer shall deposit the Escrow Funds with Mercantile Title Agency, Inc., an Ohio Corporation, an affiliate of Developer’s legal counsel (the “**Escrow Agent**”). The Escrow Agent shall hold and transfer the Escrow Funds in the manner set forth on Exhibit D.

(C) **Title and Condition of Dedication Property.** Developer acknowledges that before Cincinnati City Council considers an ordinance to accept the Dedication Property, Developer shall represent and warrant that (a) it holds title to the Dedication Property in fee simple, with full power to convey; (b) there are no tenants or other third parties who are entitled to the use or possession of any part of the Dedication

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Property; (c) the Dedication Property is free and clear of all liens and encumbrances, or that Developer has made satisfactory provision for release thereof, except: [i] easements, restrictions, conditions and covenants of record; [ii] legal highways; and [iii] zoning and building laws, ordinances, rules and regulations; and (d) free and clear of any and all taxes and assessments or that Developer has made satisfactory provision for payment of all real estate taxes and assessment. Developer shall assist, in whatever manner reasonably possible under the circumstances as requested by the City, to procure and deliver to the City any releases, assignments or cancellations of any and all other rights, titles and interests in the Dedication Property, whether attaching to the Dedication Property prior to or during Developer's ownership of the Dedication Property. Such interests may include, but are not limited to, those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the Dedication Property, and all tax and assessment claims against the Dedication Property. Any mortgage or other monetary liens on the Dedication Property shall be discharged and paid by Developer at or before Cincinnati City Council considers an ordinance to accept the Dedication Property. Developer, at no cost to the City, shall provide the City with a phase one assessment prepared by a reputable environmental consulting firm, evidencing that the environmental condition of the Dedication Property is acceptable to the City's Office of Environment and Sustainability.

2. Closing.

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

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including, without limitation, environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats, Legal Descriptions and Deed: Developer shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including, but not limited to: [x] an acceptable deed of record evidencing Purchaser as the vested legal owner as to Purchaser's Property; [y] an acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the Quitclaim Deed in substantially the form attached as Exhibit C – (Form of Quitclaim Deed – Sale Property); and [z] an acceptable survey plat and legal description with closure to consolidate the Sale Property with Purchaser's Property immediately after recording of the *Quitclaim Deed*;
- (iv) Coordinated Report Conditions (CR #84-2022/ #1-2021):
 - (a) DOTE:
 - 1. [Intentionally Omitted].
 - 2. [Intentionally Omitted].
 - 3. [Intentionally Omitted].

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4. [Intentionally Omitted].
5. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
6. Developer is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
7. Abutting streets must be delineated with a continuous curb, sidewalk, and/or drive approach.
8. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies, and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) Metropolitan Sewer District of Greater Cincinnati ("MSD"): The MSD Request for Availability of Sewer Service (RASS) will be required for a future development or redevelopment project. The MSD RASS will determine the availability of a sewer and outline any additional MSD project requirements that could impact a project schedule if not considered early in project conceptual planning. Such considerations may include the need to obtain any MSD tap permits, easements, Ohio EPA Permit to Install, utilization of licensed and bonded sewer tappers with MSD, sewer inspection scheduling, project on-site separation of flow requirements, MSD Excavation/Fill permitting and bonding, MSD storm water detention requirements, need for a grease interception system, and/or a reminder for the project to coordinate with City of Cincinnati Stormwater Management Utility (SMU) for their specific storm water, erosion control, and storm water detention requirements.

(c) Duke Energy: Existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the property owner's expense.

(d) Altafiber: Existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the property owner's expense.

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

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

(D) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Purchaser has paid the Purchase Price in full; (ii) the City shall convey all its right, title, and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit E (Form of Quitclaim Deed); {00383816-4}

(iii) the City and Developer shall execute the Escrow Agreement; and (iv) Developer shall deposit the Escrow Funds with the Escrow Agent. Purchaser or Developer shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City.

(E) Survival. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein or waive any of the obligations of Developer under this Agreement not stipulated or contained in the *Quitclaim Deed*, nor shall the *Quitclaim Deed* in any way prejudice or bar the City in asserting any of its rights hereunder, all of which shall survive the execution and delivery of the *Quitclaim Deed*.

3. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

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

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

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

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

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

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

{00383816-4}

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

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

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

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

5. General Provisions.

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

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

(C) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and the parties agree that venue in such court is proper.

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. The City hereby consents to an assignment by the Purchaser of any and all of its rights and obligations under this Agreement to Developer upon the sale by Purchaser of Purchaser's Property to Developer. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. The parties represent to the City that neither Purchaser nor Developer have dealt with any real estate brokers and agents in connection with this transaction.

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

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

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

(L) Counterparts: E-Signature. The parties hereto agree that this Agreement may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Agreement in two or more counterparts, and each executed counterpart shall be considered an original.

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Vacation Plat*

Exhibit C – *Dedication Plat*

Exhibit D – *Escrow Agreement*

Exhibit E – *Form of Quit Claim Deed*

[*Signature Pages Follow*]

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

PLK COOPER, LLC,
{00383816-4}

an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

[Developer signatures on the following page]

VANDALIA POINT, LLC
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description - the Sale Property

Auditor's Parcel No.: None

Property Address: None; Vandalia Avenue f/k/a Railroad Street

Situated in Section 28, Town 3, Fractional Range 2, Miami Purchase, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being a part of an original 100' railroad right of way dedicated in P.B. 1, Pg. 2 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a cross notch found at the intersection of the east right of way line of Apple Street with the south right of way line of Vandalia Street (north);

Thence along said east right of way line, N05°56'32" E a distance of 19.44 feet to a cross notch set at the intersection of said east right of way line with the north right of way line of Vandalia Street;

Thence along said north right of way line, N66°56'02" E a distance of 277.45 feet to a cross notch set at the intersection of said north right of way line with the south right of way line of Blue Rock Street;

Thence along said south right of way line, S80°27'47" E a distance of 31.55 feet to a cross notch set at the intersection of said south right of way line with the aforementioned south right of way line of Vandalia Street;

Thence along said south right of way line, S66°56'02" W a distance of 313.46 feet to the Point of Beginning.

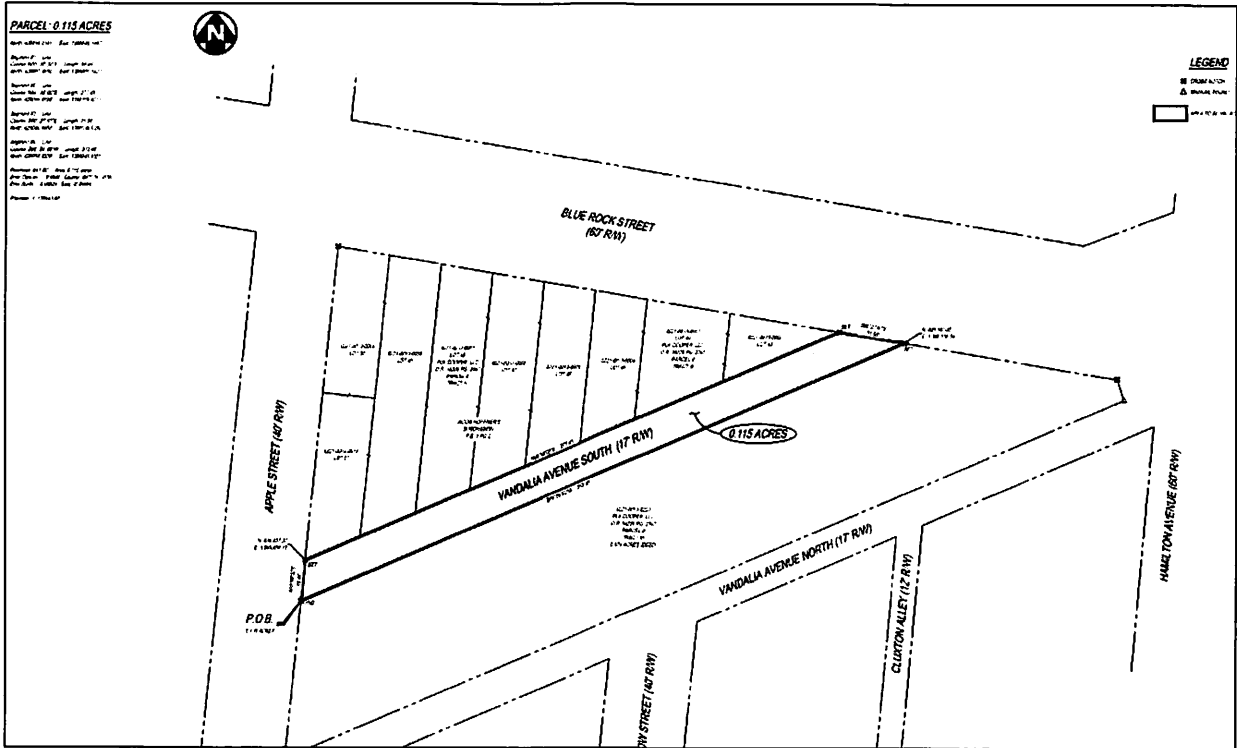
Containing 0.115 acres of land, more or less.

Bearings are based on the Ohio State Plane Coordinate System South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing System. (VRS) (NAD 83)

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Land Surveyor No. 8611.

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EXHIBIT B
to Property Sale Agreement
Vacation Plat



{00383816-4}

EXHIBIT C
to Property Sale Agreement
Dedication Plat

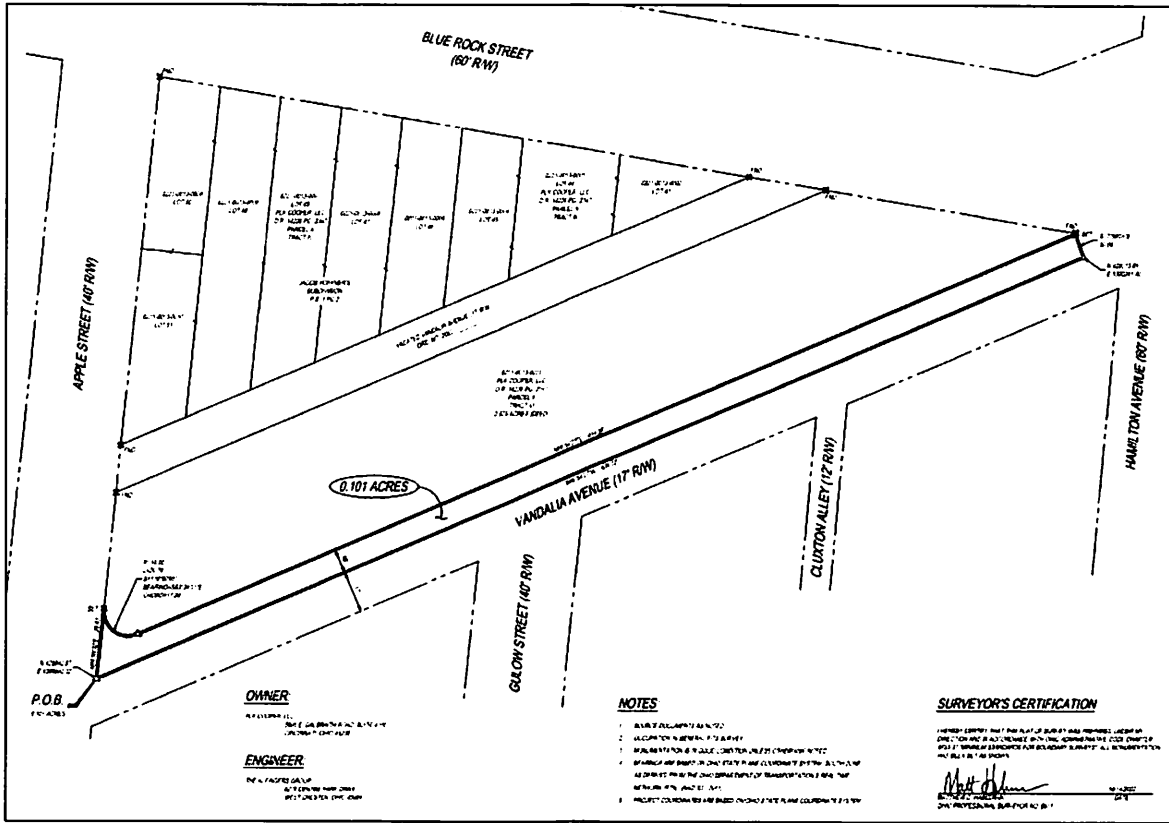


EXHIBIT D
to Property Sale Agreement
Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated as of the ____ day of _____, 2023 (the "Effective Date"), by and among **VANDALIA POINT, LLC**, an Ohio limited liability company ("Developer"), **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), and **Mercantile Title Agency, Inc.**, an Ohio corporation ("Escrow Agent").

WHEREAS, PLK Cooper, LLC ("PLK"), Developer and the City are parties to a Property Sale Agreement dated _____ (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, the City has agreed to sell to PLK certain property and in partial payment therefor, Developer has agreed to dedicate public right-of-way to facilitate the widening and improvement of Vandalia Avenue (the "Dedication Property").

WHEREAS to ensure Developer's performance of its covenants under the Purchase Agreement, including, but not limited to, the dedication of the Dedication Property, Developer has deposited the sum of Thirty-Two Thousand and No/100 Dollars (\$32,500.00) into escrow to be held in Escrow Agent's escrow account, such amount to be held and disbursed by Escrow Agent as set forth herein.

WHEREAS, the parties hereto now wish to enter into this Escrow Agreement providing for the appointment of Escrow Agent as escrow agent to hold the Escrowed Funds and to set forth the terms and conditions under which the Escrowed Funds shall be disbursed.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Appointment of Escrow Agent.** The City and Developer hereby jointly appoint Escrow Agent as the escrow agent under this Escrow Agreement, and Escrow Agent hereby accepts such appointment and agrees to hold all of the funds deposited into escrow with it pursuant to Section 1B of the Purchase Agreement (collectively, the "Escrowed Funds") in accordance with the terms hereof and to perform its other duties hereunder.

2. **Establishment of Escrow.** Escrow Agent shall hold the Escrowed Funds in a non-interest bearing account with U.S. Bank, a national banking association and disburse it pursuant to the terms of this Escrow Agreement.

3. **Disposition of Escrowed Funds.** Escrow Agent shall disburse the Escrowed Funds as follows:

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- (a) upon receipt of written notice from the City (which such notice may be provided to Escrow Agent via e-mail) that Developer has not completed the dedication of the Dedication Property on or before _____ [20 months from the Effective Date]; or
- (b) upon receipt of joint written instructions of Developer and the City (which such instructions may be provided to Escrow Agent via e-mail) directing the disposition of the Escrowed Funds, Escrow Agent shall promptly disburse the Escrowed Funds in accordance with such joint written instructions.

If there is a dispute between the parties (other than Escrow Agent) with regard to the payment of an amount from the Escrowed Funds, the fees and expenses of Escrow Agent, including, but not limited to, reasonable attorneys' fees and expenses and other costs incurred by Escrow Agent in connection with the adjudication of such dispute, shall be paid by the party that is not the prevailing party in such dispute.

4. Resignation or Removal of Escrow Agent. Escrow Agent may resign at any time upon ten (10) days' prior notice to the City and Developer, and may be removed by the mutual consent of the City and Developer upon thirty (30) days' prior notice to Escrow Agent. Upon receipt of Escrow Agent's notice of resignation, the City and Developer shall jointly appoint a successor escrow agent to hold the Escrowed Funds, and any such successor escrow agent shall execute and deliver to the predecessor escrow agent an instrument accepting such appointment, upon which such successor agent shall, without further act, become vested with all of the rights, powers and duties of the predecessor escrow agent as if originally named herein and the predecessor escrow agent's resignation shall become effective and such predecessor escrow agent shall be discharged from any future duties and obligations under this Escrow Agreement.

5. Escrow Agent. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrowed Funds. Escrow Agent shall not be liable for any action reasonably taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the City or Developer. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants, and other skilled persons to be selected and retained by it. Escrow Agent shall not be liable for anything reasonably done, suffered, or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction. Notwithstanding anything to the contrary contained in this Escrow Agreement, if at any time a dispute shall exist as to the duty of the Escrow Agent under the terms hereof, the right to possession, title or proceeds of any funds in escrow, or as to any dispute arising between the parties as to any matter under this Escrow Agreement, the Escrow Agent may deposit this Escrow Agreement and funds in escrow with any court of competent jurisdiction, and may interplead the parties hereto. Upon so depositing such Agreement and funds in escrow and filing its complaint in interpleader, Escrow Agent shall be released from all liability under the terms hereof, as to the funds so deposited. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PURCHASE AGREEMENT OR THIS ESCROW AGREEMENT, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS**
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OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

6. Fees and Expenses of Escrow Agent. Developer hereby agrees to (a) pay Escrow Agent the sum of \$_____ as its fee for serving as Escrow Agent under this Escrow Agreement, and (b) pay or reimburse Escrow Agent upon request for its extraordinary fees and for all expenses, disbursements and advances, including reasonable attorney's fees and expenses as incurred, reasonably required by Escrow Agent to be incurred or made by it in connection with the performance, delivery, modification and termination of this Escrow Agreement, such payments to be split equally among such parties, subject to any right of the prevailing party as per Section 3 hereof.

7. Indemnity. Developer shall indemnify, defend and save harmless Escrow Agent and its directors, officers, agents and employees (each an "Indemnitee") from all loss, liability or expense (including the reasonable fees and expenses of outside counsel) arising out of or in connection with (i) Escrow Agent's performance of this Escrow Agreement, except in the case of any Indemnitee to the extent that such loss, liability or expense is due to the gross negligence or willful misconduct of such Indemnitee, or (ii) its following any instructions or other directions from Developer and the City, except to the extent that it is following any such instruction or direction is expressly forbidden by the terms hereof. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of Escrow Agent or the termination of this Escrow Agreement.

8. Notices. All notices hereunder shall be in writing and shall be sufficiently given or sent if hand-delivered, sent by documented overnight delivery service or registered or certified mail, postage prepaid, return receipt requested or by telegram, fax or telecopy (confirmed by U.S. mail), receipt acknowledged, addressed as set forth below or to such other person and/or at such other address as may be furnished in writing by any party hereto to the other. Any such notice shall be deemed to have been given as of the date received, in the case of personal delivery, or on the date shown on the receipt or confirmation therefor, in all other cases.

(a) If to Developer:

Phone: _____
E-mail: _____

(b) If to the City:

Phone: _____
E-mail: _____

(c) If to Escrow Agent:

Mercantile Title Agency, Inc.
Attn: Brian K. Groemminger, Esq.
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
Phone: 513-977-8331
E-mail: brian.groemminger@dinsmore.com

9. Entire Agreement and Modification. This Escrow Agreement and the Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the Escrowed Funds and supersedes all prior agreements and understandings with respect thereto. Any amendment, modification, or waiver of this Escrow Agreement shall not be effective unless in writing. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence.

10. Governing Law. This Escrow Agreement is made pursuant to, and shall be construed and enforced in accordance with, the internal laws of the State of Ohio (and United States federal law, to the extent applicable), without giving effect to otherwise applicable principles of conflicts of law.

11. Counterparts. This Escrow Agreement may be executed in any two or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

12. Further Assurances. Each of the parties hereto shall execute such further instruments and take such other actions as any other party shall reasonably request in order to effectuate the purposes of this Escrow Agreement.

13. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators. If any provision of this Escrow Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

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IN WITNESS WHEREOF, this Escrow Agreement has been executed as of the date and year first-above written.

DEVELOPER:

VANDALIA POINT, LLC

By: _____

Name: _____

Its: _____

CITY:

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

ESCROW AGENT:

MERCANTILE TITLE AGENCY, INC.

By: _____
Brian K. Groemminger, President

EXHIBIT F
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

{00383816-4}

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **PLK COOPER, LLC**, an Ohio limited liability company, whose tax mailing address is 5905 East Galbraith Road, Cincinnati, OH 45236 ("**Grantee**"), all of the City's right, title, and interest in and to the real property depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address: None; former public right-of-way known as Vandalia Avenue, f/k/a Railroad Street
Auditor's Parcel ID No.: None; (former public right-of-way)
Prior instrument reference: Plat Book 1, Pages 2-3, Hamilton County, Ohio records

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. []-2023, passed by Cincinnati City Council on [], 2023, the Property is hereby vacated as public right-of-way by the City.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

(A) Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

(B) Consolidation. This conveyance shall not create an additional building site. Grantee may not convey the Property separately from Grantee's adjoining parcel without the prior approval of the authority having jurisdiction of plats.

This conveyance was authorized by Ordinance No. []-2023, passed by Cincinnati City Council on [], 2023.

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

- Exhibit A – *Survey Plat*
- Exhibit B – *Legal Description*

Executed on the date of acknowledgment below.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023.
by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal
corporation, on behalf of the municipal corporation.

Notary Public:
My commission expires: _____

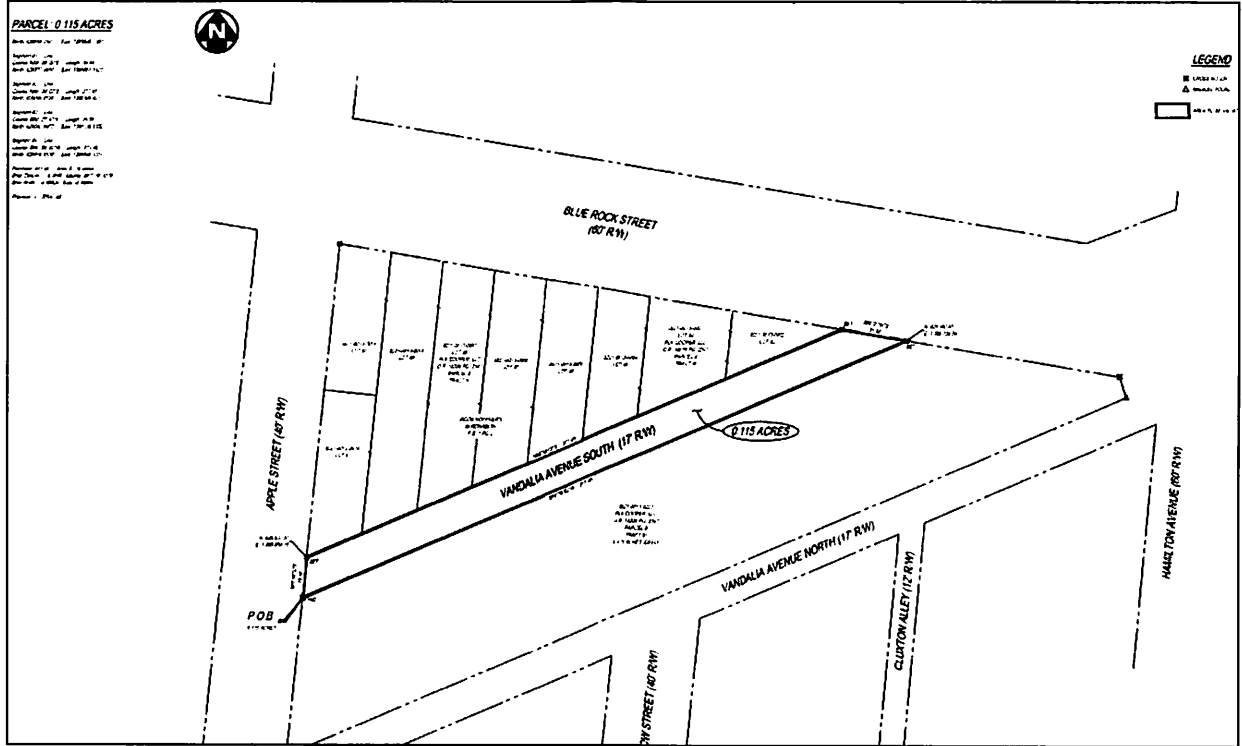
Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

EXHIBIT A
to Quitclaim Deed
Survey Plat



{00383816-4}

EXHIBIT B
to Quitclaim Deed
Legal Description

Auditor's Parcel No.: None

Property Address: None; Vandalia Avenue f/k/a Railroad Street

Situated in Section 28, Town 3, Fractional Range 2, Miami Purchase, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being a part of an original 100' railroad right of way dedicated in P.B. 1, Pg. 2 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a cross notch found at the intersection of the east right of way line of Apple Street with the south right of way line of Vandalia Street (north);

Thence along said east right of way line, N05°56'32" E a distance of 19.44 feet to a cross notch set at the intersection of said east right of way line with the north right of way line of Vandalia Street;

Thence along said north right of way line, N66°56'02" E a distance of 277.45 feet to a cross notch set at the intersection of said north right of way line with the south right of way line of Blue Rock Street;

Thence along said south right of way line, S80°27'47" E a distance of 31.55 feet to a cross notch set at the intersection of said south right of way line with the aforementioned south right of way line of Vandalia Street;

Thence along said south right of way line, S66°56'02" W a distance of 313.46 feet to the Point of Beginning.

Containing 0.115 acres of land, more or less.

Bearings are based on the Ohio State Plane Coordinate System South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing System. (VRS) (NAD 83)

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Land Surveyor No. 8611.

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ATTACHMENT B

LEGAL DESCRIPTION

May 18, 2023

Situate in Section 27, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of Lots 40 and 43, all of Lots 39, 44 thru 47, 51 and 306 thru 312 of E. Knowlton's Subdivision as recorded in Plat Book 1, Page 226 and being part of a tract conveyed to PLK Cooper, LLC (O.R. 14226, Pg. 2347) and being more particularly described as follows:

Beginning at the intersection of the centerlines of Hoffner Street, 60' R/W and Cherry Street, 40' R/W; thence with the centerline of said Cherry Street, South $00^{\circ}26'15''$ West, 300.00 feet to the centerline of Cooper Street, 50' R/W; thence with the centerline of said Cooper Street, North $89^{\circ}31'40''$ West, 372.71 feet to the centerline of Colerain Avenue, 60' R/W: thence with the centerline of said Colerain Avenue, North $26^{\circ}40'00''$ West, 28.71 feet to the southeasterly line of a tract conveyed to GNE, LLC (O.R. 8536, Pg. 3480) extended to the centerline of Colerain Avenue; thence with the southeasterly line of a tract conveyed to GNE, LLC (O.R. 8536, Pg. 3480) as so extended, the following three courses, North $44^{\circ}53'46''$ East, 91.71 feet to an existing iron pin; thence North $63^{\circ}20'00''$ East, 62.99 feet to an existing iron pin; thence North $26^{\circ}40'00''$ West, 78.00 feet to an existing iron pin; thence with southeasterly line of a tract conveyed to Brian Johnson (O.R. 12705, Pg. 156), the following two courses, North $63^{\circ}20'00''$ East, 16.24 feet to an existing iron pin; thence North $02^{\circ}14'36''$ West, 103.51 feet to the centerline of said Hoffner Street; thence with the centerline of said Hoffner Street, South $89^{\circ}31'40''$ East, 291.40 feet to the Place of Beginning. Containing 2.135 Acres. Bearings based on P.B. 277, Pg. 33. Subject to all legal highways, easements, and restrictions of record.

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this “**Agreement**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), **PLK COOPER, LLC**, an Ohio limited liability company, whose tax mailing address is 5905 East Galbraith Road, Cincinnati, OH 45236 (“**Purchaser**”), and **VANDALIA POINT, LLC**, an Ohio limited liability Company, whose tax mailing address is 114 West 14th Street, Cincinnati, OH 45202 (“**Developer**”).

Recitals:

A. The City owns certain real property designated as public right-of-way known as Vandalia Avenue in the Northside neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (*Legal Description- the Sale Property*) hereto (the “**Sale Property**”), which Sale Property is under the management of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (*Vacation Plat*) hereto (“**Purchaser’s Property**”).

C. Developer is under contract to purchase Purchaser’s Property and intends to construct a 52-unit affordable housing development thereon (the “**Project**”).

D. Purchaser and Developer desire the City to vacate and convey the Sale Property prior to Developer purchases Purchaser’s Property to facilitate the Project.

E. Following the acquisition of Purchaser’s Property, Developer has agreed to dedicate public right-of-way to facilitate the widening and improvement of Vandalia Avenue with new curbs, gutters, and sidewalks as generally depicted on Exhibit C (*Dedication Plat*) hereto (the “**Dedication Property**”).

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

G. The City has determined that the Sale Property is not needed for transportation or other municipal purposes and that the sale of the Sale Property will not be detrimental to the public interest.

H. Natalie H. Rauf, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Purchaser owns all the real property abutting the Sale Property.

I. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$32,500; however, the City is agreeable to convey the Property for less than fair market value, namely, for \$1.00 because the City anticipates that it will receive economic and non-economic benefits from the Project that equal or exceed the fair market value of the Property because the Developer will provide the Dedication Property to facilitate the widening and improvement of Vandalia Avenue with new curbs, gutters, and sidewalks, and it is anticipated that the Project will create new temporary construction jobs, stimulate economic growth in the Northside neighborhood, will create additional housing in Cincinnati and is consistent with the City’s objective of creating good quality housing options in the Northside neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood and restore Purchaser’s Property to productive use. However, notwithstanding the foregoing, to ensure the timely dedication, construction, and completion of the street improvements on the Dedication Property, Developer has agreed to pay the fair market value of the Sale

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Property into escrow (the “**Escrow Funds**”) as additional consideration for the City agreeing to vacate and convey the Sale Property to Purchaser in advance of Developer’s closing on Purchaser’s Property.

J. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is justified because Purchaser owns all real property abutting the Sale Property, and as a practical matter, no one other than an abutting property owner would have any use for it.

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

L. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.

M. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on April 7, 2023.

N. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-2023, passed on [], 2023.

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Convey Property Interests.

(A) Agreement to Vacate and Convey the Sale Property. Subject to the terms and conditions set forth herein, the City hereby agrees to vacate and sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase and accept the Sale Property from the City. The purchase price of the Sale Property shall be \$1.00 (the “**Purchase Price**”). Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in “as is” condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

(B) Agreement to Dedicate the Dedication Property. Developer hereby agrees to dedicate the Dedication Property to the City within 18 months of closing on the Purchaser’s Property. Developer acknowledges that the City shall have no obligation to accept the Dedication Property as public right-of-way under the management and control of the City until and unless such real property interests have been approved by formal action of the Cincinnati City Council. The City makes no representations or other assurances to Developer that Cincinnati City Council will accept such real property interests. Developer hereby waives any and all rights and remedies under this Agreement or otherwise available at law or in equity against the City, its officers, councilmembers, and employees for the Cincinnati City Council’s failure to accept and confirm the dedication of the Dedication Property as public right-of-way. As a material inducement for the City to enter into this Agreement, at Closing, the City and Developer shall execute an *Escrow Agreement* in substantially the form attached hereto as Exhibit D (Escrow Agreement) (the “**Escrow Agreement**”), pursuant to which Developer shall deposit the Escrow Funds with Mercantile Title Agency, Inc., an Ohio Corporation, an affiliate of Developer’s legal counsel (the “**Escrow Agent**”). The Escrow Agent shall hold and transfer the Escrow Funds in the manner set forth on Exhibit D.

(C) Title and Condition of Dedication Property. Developer acknowledges that before Cincinnati City Council considers an ordinance to accept the Dedication Property, Developer shall represent and warrant that (a) it holds title to the Dedication Property in fee simple, with full power to convey; (b) there are no tenants or other third parties who are entitled to the use or possession of any part of the Dedication

Property; (c) the Dedication Property is free and clear of all liens and encumbrances, or that Developer has made satisfactory provision for release thereof, except: [i] easements, restrictions, conditions and covenants of record; [ii] legal highways; and [iii] zoning and building laws, ordinances, rules and regulations; and (d) free and clear of any and all taxes and assessments or that Developer has made satisfactory provision for payment of all real estate taxes and assessment. Developer shall assist, in whatever manner reasonably possible under the circumstances as requested by the City, to procure and deliver to the City any releases, assignments or cancellations of any and all other rights, titles and interests in the Dedication Property, whether attaching to the Dedication Property prior to or during Developer's ownership of the Dedication Property. Such interests may include, but are not limited to, those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the Dedication Property, and all tax and assessment claims against the Dedication Property. Any mortgage or other monetary liens on the Dedication Property shall be discharged and paid by Developer at or before Cincinnati City Council considers an ordinance to accept the Dedication Property. Developer, at no cost to the City, shall provide the City with a phase one assessment prepared by a reputable environmental consulting firm, evidencing that the environmental condition of the Dedication Property is acceptable to the City's Office of Environment and Sustainability.

2. Closing.

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

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including, without limitation, environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats, Legal Descriptions and Deed: Developer shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including, but not limited to: [x] an acceptable deed of record evidencing Purchaser as the vested legal owner as to Purchaser's Property; [y] an acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the Quitclaim Deed in substantially the form attached as Exhibit C – (Form of Quitclaim Deed – Sale Property); and [z] an acceptable survey plat and legal description with closure to consolidate the Sale Property with Purchaser's Property immediately after recording of the *Quitclaim Deed*;
- (iv) Coordinated Report Conditions (CR #84-2022/ #1-2021):
 - (a) DOTE:
 - 1. [Intentionally Omitted].
 - 2. [Intentionally Omitted].

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3. [Intentionally Omitted].
4. [Intentionally Omitted].
5. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.
6. Developer is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.
7. Abutting streets must be delineated with a continuous curb, sidewalk, and/or drive approach.
8. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies, and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) Metropolitan Sewer District of Greater Cincinnati ("MSD"): The MSD Request for Availability of Sewer Service (RASS) will be required for a future development or redevelopment project. The MSD RASS will determine the availability of a sewer and outline any additional MSD project requirements that could impact a project schedule if not considered early in project conceptual planning. Such considerations may include the need to obtain any MSD tap permits, easements, Ohio EPA Permit to Install, utilization of licensed and bonded sewer tappers with MSD, sewer inspection scheduling, project on-site separation of flow requirements, MSD Excavation/Fill permitting and bonding, MSD storm water detention requirements, need for a grease interception system, and/or a reminder for the project to coordinate with City of Cincinnati Stormwater Management Utility (SMU) for their specific storm water, erosion control, and storm water detention requirements.

(c) Duke Energy: Existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the property owner's expense.

(d) Altafiber: Existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the property owner's expense.

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

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

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(D) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Purchaser has paid the Purchase Price in full; (ii) the City shall convey all its right, title, and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit E (Form of Quitclaim Deed); (iii) the City and Developer shall execute the Escrow Agreement; and (iv) Developer shall deposit the Escrow Funds with the Escrow Agent. Purchaser or Developer shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City.

(E) Survival. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein or waive any of the obligations of Developer under this Agreement not stipulated or contained in the *Quitclaim Deed*, nor shall the *Quitclaim Deed* in any way prejudice or bar the City in asserting any of its rights hereunder, all of which shall survive the execution and delivery of the *Quitclaim Deed*.

3. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

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

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

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

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

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

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

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

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

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

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

5. General Provisions.

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

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

(C) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and the parties agree that venue in such court is proper.

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. The City hereby consents to an assignment by the Purchaser of any and all of its rights and obligations under this Agreement to Developer upon the sale by Purchaser of Purchaser's Property to Developer. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

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(H) Brokers. The parties represent to the City that neither Purchaser nor Developer have dealt with any real estate brokers and agents in connection with this transaction.

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

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

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

(L) Counterparts; E-Signature. The parties hereto agree that this Agreement may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Agreement in two or more counterparts, and each executed counterpart shall be considered an original.

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Vacation Plat*

Exhibit C – *Dedication Plat*

Exhibit D – *Escrow Agreement*

Exhibit E – *Form of Quit Claim Deed*

[*Signature Pages Follow*]

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

PLK COOPER, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

[Developer signatures on the following page]

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VANDALIA POINT, LLC
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

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CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

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EXHIBIT A
to Property Sale Agreement

Legal Description - the Sale Property

Auditor's Parcel No.: None

Property Address: None; Vandalia Avenue f/k/a Railroad Street

Situated in Section 28, Town 3, Fractional Range 2, Miami Purchase, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being a part of an original 100' railroad right of way dedicated in P.B. 1, Pg. 2 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a cross notch found at the intersection of the east right of way line of Apple Street with the south right of way line of Vandalia Street (north);

Thence along said east right of way line, N05°56'32" E a distance of 19.44 feet to a cross notch set at the intersection of said east right of way line with the north right of way line of Vandalia Street;

Thence along said north right of way line, N66°56'02" E a distance of 277.45 feet to a cross notch set at the intersection of said north right of way line with the south right of way line of Blue Rock Street;

Thence along said south right of way line, S80°27'47" E a distance of 31.55 feet to a cross notch set at the intersection of said south right of way line with the aforementioned south right of way line of Vandalia Street;

Thence along said south right of way line, S66°56'02" W a distance of 313.46 feet to the Point of Beginning.

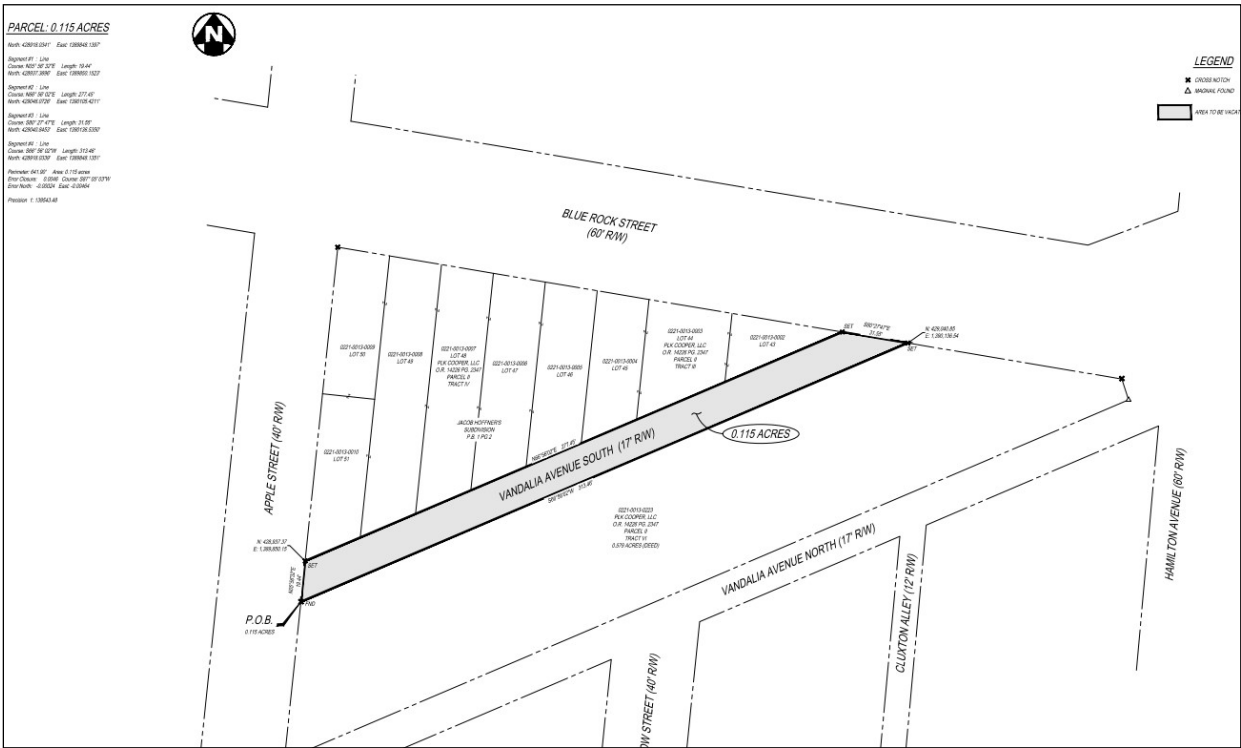
Containing 0.115 acres of land, more or less.

Bearings are based on the Ohio State Plane Coordinate System South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing System. (VRS) (NAD 83)

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Land Surveyor No. 8611.

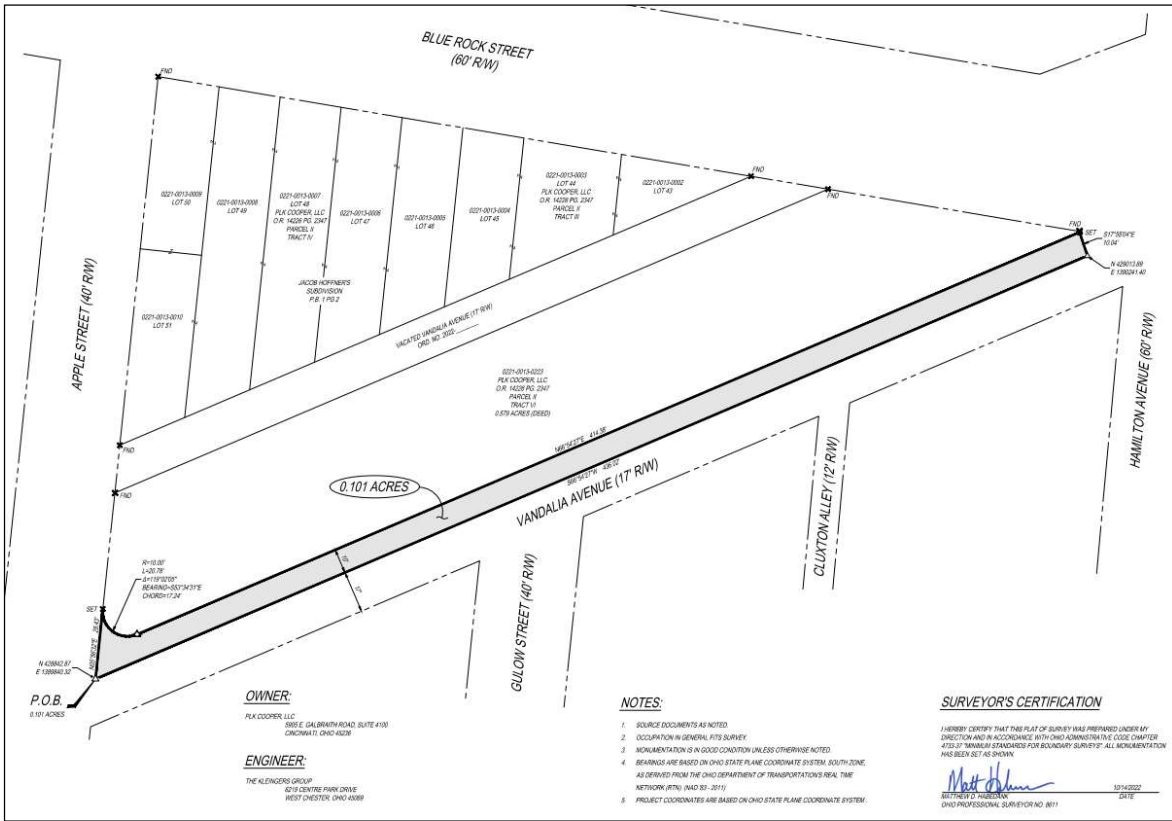
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EXHIBIT B
to Property Sale Agreement
Vacation Plat



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EXHIBIT C
to Property Sale Agreement
Dedication Plat



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EXHIBIT D
to Property Sale Agreement
Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”) dated as of the ____ day of _____, 2023 (the “Effective Date”), by and among **VANDALIA POINT, LLC**, an Ohio limited liability company (“Developer”), **CITY OF CINCINNATI**, an Ohio municipal corporation (the “City”), and **Mercantile Title Agency, Inc.**, an Ohio corporation (“Escrow Agent”).

WHEREAS, PLK Cooper, LLC (“PLK”), Developer and the City are parties to a Property Sale Agreement dated _____ (the “Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement, the City has agreed to sell to PLK certain property and in partial payment therefor, Developer has agreed to dedicate public right-of-way to facilitate the widening and improvement of Vandalia Avenue (the “Dedication Property”).

WHEREAS to ensure Developer’s performance of its covenants under the Purchase Agreement, including, but not limited to, the dedication of the Dedication Property, Developer has deposited the sum of Thirty-Two Thousand and No/100 Dollars (\$32,500.00) into escrow to be held in Escrow Agent’s escrow account, such amount to be held and disbursed by Escrow Agent as set forth herein.

WHEREAS, the parties hereto now wish to enter into this Escrow Agreement providing for the appointment of Escrow Agent as escrow agent to hold the Escrowed Funds and to set forth the terms and conditions under which the Escrowed Funds shall be disbursed.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Appointment of Escrow Agent. The City and Developer hereby jointly appoint Escrow Agent as the escrow agent under this Escrow Agreement, and Escrow Agent hereby accepts such appointment and agrees to hold all of the funds deposited into escrow with it pursuant to Section 1B of the Purchase Agreement (collectively, the “Escrowed Funds”) in accordance with the terms hereof and to perform its other duties hereunder.

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2. Establishment of Escrow. Escrow Agent shall hold the Escrowed Funds in a non-interest bearing account with U.S. Bank, a national banking association and disburse it pursuant to the terms of this Escrow Agreement.

3. Disposition of Escrowed Funds. Escrow Agent shall disburse the Escrowed Funds as follows:

- (a) upon receipt of written notice from the City (which such notice may be provided to Escrow Agent via e-mail) that Developer has not completed the dedication of the Dedication Property on or before _____ [20 months from the Effective Date]; or
- (b) upon receipt of joint written instructions of Developer and the City (which such instructions may be provided to Escrow Agent via e-mail) directing the disposition of the Escrowed Funds, Escrow Agent shall promptly disburse the Escrowed Funds in accordance with such joint written instructions.

If there is a dispute between the parties (other than Escrow Agent) with regard to the payment of an amount from the Escrowed Funds, the fees and expenses of Escrow Agent, including, but not limited to, reasonable attorneys' fees and expenses and other costs incurred by Escrow Agent in connection with the adjudication of such dispute, shall be paid by the party that is not the prevailing party in such dispute.

4. Resignation or Removal of Escrow Agent. Escrow Agent may resign at any time upon ten (10) days' prior notice to the City and Developer, and may be removed by the mutual consent of the City and Developer upon thirty (30) days' prior notice to Escrow Agent. Upon receipt of Escrow Agent's notice of resignation, the City and Developer shall jointly appoint a successor escrow agent to hold the Escrowed Funds, and any such successor escrow agent shall execute and deliver to the predecessor escrow agent an instrument accepting such appointment, upon which such successor agent shall, without further act, become vested with all of the rights, powers and duties of the predecessor escrow agent as if originally named herein and the predecessor escrow agent's resignation shall become effective and such predecessor escrow agent shall be discharged from any future duties and obligations under this Escrow Agreement.

5. Escrow Agent. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrowed Funds. Escrow Agent shall not be liable for any action reasonably taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Escrow Agent's gross negligence or willful misconduct was the primary cause of

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any loss to the City or Developer. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants, and other skilled persons to be selected and retained by it. Escrow Agent shall not be liable for anything reasonably done, suffered, or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction. Notwithstanding anything to the contrary contained in this Escrow Agreement, if at any time a dispute shall exist as to the duty of the Escrow Agent under the terms hereof, the right to possession, title or proceeds of any funds in escrow, or as to any dispute arising between the parties as to any matter under this Escrow Agreement, the Escrow Agent may deposit this Escrow Agreement and funds in escrow with any court of competent jurisdiction, and may interplead the parties hereto. Upon so depositing such Agreement and funds in escrow and filing its complaint in interpleader, Escrow Agent shall be released from all liability under the terms hereof, as to the funds so deposited. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PURCHASE AGREEMENT OR THIS ESCROW AGREEMENT, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

6. Fees and Expenses of Escrow Agent. Developer hereby agrees to (a) pay Escrow Agent the sum of \$ _____ as its fee for serving as Escrow Agent under this Escrow Agreement, and (b) pay or reimburse Escrow Agent upon request for its extraordinary fees and for all expenses, disbursements and advances, including reasonable attorney's fees and expenses as incurred, reasonably required by Escrow Agent to be incurred or made by it in connection with the performance, delivery, modification and termination of this Escrow Agreement, such payments to be split equally among such parties, subject to any right of the prevailing party as per Section 3 hereof.

7. Indemnity. Developer shall indemnify, defend and save harmless Escrow Agent and its directors, officers, agents and employees (each an "Indemnitee") from all loss, liability or expense (including the reasonable fees and expenses of outside counsel) arising out of or in connection with (i) Escrow Agent's performance of this Escrow Agreement, except in the case of any Indemnitee to the extent that such loss, liability or expense is due to the gross negligence or willful misconduct of such Indemnitee, or (ii) its following any instructions or other directions from Developer and the City, except to the extent that it is following any such instruction or direction is expressly forbidden by the terms hereof. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of Escrow Agent or the termination of this Escrow Agreement.

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8. Notices. All notices hereunder shall be in writing and shall be sufficiently given or sent if hand-delivered, sent by documented overnight delivery service or registered or certified mail, postage prepaid, return receipt requested or by telegram, fax or telecopy (confirmed by U.S. mail), receipt acknowledged, addressed as set forth below or to such other person and/or at such other address as may be furnished in writing by any party hereto to the other. Any such notice shall be deemed to have been given as of the date received, in the case of personal delivery, or on the date shown on the receipt or confirmation therefor, in all other cases.

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(a) If to Developer:

Phone: _____
E-mail: _____

(b) If to the City:

Phone: _____
E-mail: _____

(c) If to Escrow Agent:

Mercantile Title Agency, Inc.
Attn: Brian K. Groemminger, Esq.
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
Phone: 513-977-8331
E-mail: brian.groemminger@dinsmore.com

9. Entire Agreement and Modification. This Escrow Agreement and the Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the Escrowed Funds and supersedes all prior agreements and understandings with respect thereto. Any amendment, modification, or waiver of this Escrow Agreement shall not be effective unless in writing. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence.

10. Governing Law. This Escrow Agreement is made pursuant to, and shall be construed and enforced in accordance with, the internal laws of the State of Ohio (and United States federal law, to the extent applicable), without giving effect to otherwise applicable principles of conflicts of law.

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11. Counterparts. This Escrow Agreement may be executed in any two or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

12. Further Assurances. Each of the parties hereto shall execute such further instruments and take such other actions as any other party shall reasonably request in order to effectuate the purposes of this Escrow Agreement.

13. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators. If any provision of this Escrow Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, this Escrow Agreement has been executed as of the date and year first-above written.

DEVELOPER:

VANDALIA POINT, LLC

By: _____

Name: _____

Its: _____

{00383816-4}

CITY:

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

John Brazina, Director
Department of Transportation and
Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

{00383816-4}

ESCROW AGENT:

MERCANTILE TITLE AGENCY, INC.

By: _____
Brian K. Groemminger, President

{00383816-4}

EXHIBIT F
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

{00383816-4}

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **PLK COOPER, LLC**, an Ohio limited liability company, whose tax mailing address is 5905 East Galbraith Road, Cincinnati, OH 45236 (“**Grantee**”), all of the City’s right, title, and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the “**Property**”).

Property Address: None; former public right-of-way known as Vandalia Avenue, f/k/a Railroad Street
Auditor’s Parcel ID No.: None; (former public right-of-way)
Prior instrument reference: Plat Book 1, Pages 2-3, Hamilton County, Ohio records

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. []-2023, passed by Cincinnati City Council on [], 2023, the Property is hereby vacated as public right-of-way by the City.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall “run with the land” and be binding upon Grantee and its successors-in-interest with respect to the Property.

(A) Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

(B) Consolidation. This conveyance shall not create an additional building site. Grantee may not convey the Property separately from Grantee’s adjoining parcel without the prior approval of the authority having jurisdiction of plats.

This conveyance was authorized by Ordinance No. []-2023, passed by Cincinnati City Council on [], 2023.

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

Exhibit A – *Survey Plat*
Exhibit B – *Legal Description*

{00383816-4}

Executed on the date of acknowledgment below.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023.
by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal
corporation, on behalf of the municipal corporation.

Notary Public:
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00383816-4}

EXHIBIT B
to Quitclaim Deed
Legal Description

Auditor's Parcel No.: None
Property Address: None; Vandalia Avenue f/k/a Railroad Street

Situated in Section 28, Town 3, Fractional Range 2, Miami Purchase, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being a part of an original 100' railroad right of way dedicated in P.B. 1, Pg. 2 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a cross notch found at the intersection of the east right of way line of Apple Street with the south right of way line of Vandalia Street (north);

Thence along said east right of way line, N05°56'32" E a distance of 19.44 feet to a cross notch set at the intersection of said east right of way line with the north right of way line of Vandalia Street;

Thence along said north right of way line, N66°56'02" E a distance of 277.45 feet to a cross notch set at the intersection of said north right of way line with the south right of way line of Blue Rock Street;

Thence along said south right of way line, S80°27'47" E a distance of 31.55 feet to a cross notch set at the intersection of said south right of way line with the aforementioned south right of way line of Vandalia Street;

Thence along said south right of way line, S66°56'02" W a distance of 313.46 feet to the Point of Beginning.

Containing 0.115 acres of land, more or less.

Bearings are based on the Ohio State Plane Coordinate System South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing System. (VRS) (NAD 83)

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Land Surveyor No. 8611.

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LEGAL DESCRIPTION

May 18, 2023

Situate in Section 27, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being part of Lots 40 and 43, all of Lots 39, 44 thru 47, 51 and 306 thru 312 of E. Knowlton's Subdivision as recorded in Plat Book 1, Page 226 and being part of a tract conveyed to PLK Cooper, LLC (O.R. 14226, Pg. 2347) and being more particularly described as follows:

Beginning at the intersection of the centerlines of Hoffner Street, 60' R/W and Cherry Street, 40' R/W; thence with the centerline of said Cherry Street, South $00^{\circ}26'15''$ West, 300.00 feet to the centerline of Cooper Street, 50' R/W; thence with the centerline of said Cooper Street, North $89^{\circ}31'40''$ West, 372.71 feet to the centerline of Colerain Avenue, 60' R/W; thence with the centerline of said Colerain Avenue, North $26^{\circ}40'00''$ West, 28.71 feet to the southeasterly line of a tract conveyed to GNE, LLC (O.R. 8536, Pg. 3480) extended to the centerline of Colerain Avenue; thence with the southeasterly line of a tract conveyed to GNE, LLC (O.R. 8536, Pg. 3480) as so extended, the following three courses, North $44^{\circ}53'46''$ East, 91.71 feet to an existing iron pin; thence North $63^{\circ}20'00''$ East, 62.99 feet to an existing iron pin; thence North $26^{\circ}40'00''$ West, 78.00 feet to an existing iron pin; thence with southeasterly line of a tract conveyed to Brian Johnson (O.R. 12705, Pg. 156), the following two courses, North $63^{\circ}20'00''$ East, 16.24 feet to an existing iron pin; thence North $02^{\circ}14'36''$ West, 103.51 feet to the centerline of said Hoffner Street; thence with the centerline of said Hoffner Street, South $89^{\circ}31'40''$ East, 291.40 feet to the Place of Beginning. Containing 2.135 Acres. Bearings based on P.B. 277, Pg. 33. Subject to all legal highways, easements, and restrictions of record.

June 1, 2023

To: Mayor and Members of City Council 202301514
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Utility Easement Kirby Avenue

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for storm sewer lines and related fixtures, equipment, and appurtenances through certain real property generally located at 4945 Kirby Avenue in the City of Cincinnati in accordance with the plat entitled *4929 Kirby Avenue Permanent Easement*, as recorded in Plat Book 496, Page 94, Hamilton County, Ohio Recorder's Office.

The attached ordinance accepts and confirms the grant of a public utility easement in favor of the City of Cincinnati for storm sewer lines and related fixtures, equipment, and appurtenances through certain real property located at 4945 Kirby Avenue, City of Cincinnati, in accordance with the plat entitled *4929 Kirby Avenue Permanent Easement*, and which easement has been granted by Sue A. Hartman. The plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works, Stormwater Management Utility Engineer, and found to be correct. The City Manager, upon consultation with the Greater Cincinnati Water Works, Stormwater Management Utility, recommends that Council accept and confirm the acceptance of the public utility easement.

The Administration recommends passage of this Ordinance.

cc: Andrea Yang, GCWW, Interim Executive Director

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for storm sewer lines and related fixtures, equipment, and appurtenances through certain real property generally located at 4945 Kirby Avenue in the City of Cincinnati in accordance with the plat entitled *4929 Kirby Avenue Permanent Easement*, as recorded in Plat Book 496, Page 94, Hamilton County, Ohio Recorder's Office.

WHEREAS, Sue A. Hartman has granted a public utility easement in favor of the City of Cincinnati for storm sewer lines and related fixtures, equipment, and appurtenances through certain real property generally located at 4945 Kirby Avenue in the City of Cincinnati, which property is more particularly identified as Hamilton County, Ohio Auditor's Parcel Identification No. 227-0A03-0003 on the plat entitled *4929 Kirby Avenue Permanent Easement*, as recorded in Plat Book 496, Page 94, Hamilton County, Ohio Recorder's Office; and

WHEREAS, the aforementioned plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works, Stormwater Management Utility Engineer, who has found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, Stormwater Management Utility recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the easement granted by Sue A. Hartman to the City of Cincinnati for the construction, perpetual maintenance, reconstruction, repair, and operation of storm sewers and associated fixtures, appurtenances, and equipment in, through, and upon certain real property generally located at 4945 Kirby Avenue in the City of Cincinnati, as more particularly depicted on the plat entitled *4929 Kirby Avenue Permanent Easement*, as recorded in Plat Book 496, Page 94, Hamilton County, Ohio Recorder's Office and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the easement is more particularly described as follows:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, an accurate description and plat of each separate body or parcel of which are as follows, to-wit:

Situate in Section 35, Town 3, Fractional Range 2, and being more particularly described as follows: beginning at a point in the center of Kirby Avenue, said point being the extreme easterly point of land registered under certificate no. 1476, Hamilton County, Registered Lands, said point being also 532.48 feet northwestwardly from the intersection of the center line of Kirby Avenue with the east line of said Section 35; thence in the center of Kirby Avenue, North 58° 01' West 294.00 feet; thence South 31° 59' West 337.3 feet to a point; thence South 58° 01' East 264.28 feet to a point; thence North 37° 01' East 338.62 feet to the place of beginning.

Registered Land Certificate No. 225236

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

June 1, 2023

202301517

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – 2024 Urban Forestry Assessment
Determination to Proceed**

Attached is an Emergency Ordinance captioned:

DETERMINING to proceed with a special assessment for the Urban Forestry Program for the calendar year 2024 for the control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees in the public-right-of-way in the City of Cincinnati's Urban Forestry Maintenance District.

The Administration recommends passage of this Emergency Ordinance.

cc: Jason Barron, Director, Cincinnati Park Board

Attachment

EMERGENCY

KKF

- 2023

DETERMINING to proceed with a special assessment for the Urban Forestry Program for the calendar year 2024 for the control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees in the public right-of-way in the City of Cincinnati's Urban Forestry Maintenance District.

WHEREAS, on February 8, 2023, Council passed Resolution No. 8-2023 pursuant to Ohio Revised Code ("R.C.") Section 727.12, declaring the necessity of continuing the Urban Forestry Program for the control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees in the public right-of-way in the City's Urban Forestry Maintenance District, for the calendar year 2024; and

WHEREAS, under Resolution 8-2023, Council also authorized the assessment of properties within the Urban Forestry Maintenance District at the rate of \$0.31 per front foot, and the estimated assessments were prepared and placed on file in the Office of the Clerk of Council; and

WHEREAS, no objections were filed to the special assessment pursuant to R.C. Section 727.15; now, therefore,

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

Section 1. That the Council of the City of Cincinnati is determined to proceed with the Urban Forestry Program for the control of blight and disease of shade trees within the public right-of-way and for planting, maintaining, trimming, and removing shade trees along the streets of the City of Cincinnati's Urban Forestry Maintenance District for the year 2024 as set out and approved in accordance with the provisions of Resolution No. 8-2023.

Section 2. That the estimated assessments, as prepared and filed in the Office of the Clerk of Council, are hereby approved and adopted.

Section 3. That no claim for damages has been filed pursuant to R.C. Section 727.18.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is that Council must pass this ordinance determining the need to proceed with the assessment before Council passes the levying ordinance required by statute.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

June 1, 2023

To: Mayor and Members of City Council

202301516

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Levying 2024 Urban Forestry Assessment

Attached is an Ordinance captioned:

LEVYING a special assessment for the Urban Forestry Program for the calendar year 2024 for control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees within the public-right-of-way in the City of Cincinnati's Urban Forestry Maintenance District.

The Administration recommends passage of this Ordinance.

cc: Jason Barron, Director, Cincinnati Park Board

Attachment

LEVYING a special assessment for the Urban Forestry Program for the calendar year 2024 for control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees within the public right-of-way in the City of Cincinnati's Urban Forestry Maintenance District.

WHEREAS, on February 8, 2023, Council passed Resolution No. 8-2023 pursuant to Ohio Revised Code ("R.C.") Section 727.12, declaring the necessity of continuing the Urban Forestry Program for the control of blight and disease of shade trees and for planting, maintaining, trimming, and removing shade trees in the public right-of-way in the City's Urban Forestry Maintenance District, for the calendar year 2024; and

WHEREAS, under Resolution 8-2023, Council also authorized the assessment of properties within the Urban Forestry Maintenance District at the rate of \$0.31 per front foot, and the estimated assessments were prepared and placed on file in the Office of the Clerk of Council; and

WHEREAS, notice of the passage of the resolution was published in a newspaper of general circulation as required by law, and notice by certified mail has been completed to the property owners for whom the assessment amount exceeds \$500.00; and

WHEREAS, there are no outstanding objections to the estimated assessments; and

WHEREAS, on _____, 2023, Council passed Ordinance No. ____-2023 determining to proceed with the special assessment; and

WHEREAS, Council has determined that the actual cost of the Urban Forestry Program ("Program") does not exceed the estimated cost for the Program for the year 2024; now, therefore,

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

Section 1. That there is hereby levied, in accordance with R.C. Chapter 727, an assessment of \$0.31 per front foot upon the property abutting the public right-of-way and streets within the Urban Forestry Maintenance District, which includes all territory within, and

coextensive with, the City's boundaries, for the portion of the cost and expense of said shade tree program for the Urban Forestry Maintenance District for the year 2024.

Section 2. That it is hereby determined that said assessments do not exceed the special benefits resulting from said Urban Forestry Program and do not exceed any statutory limitations.

Section 3. That the special assessment against each lot and parcel of land shall be payable in one annual installment to the Treasurer of Hamilton County, Ohio at the same time and in the same manner as real property taxes, due and payable in December 2023, are paid.

Section 4. That the City Treasurer and the Clerk of Council are hereby directed to certify said assessments to the Auditor of Hamilton County, Ohio to be placed by the Auditor on the Tax List and collected in the same manner as real property taxes are collected for December 2023, as provided by law.

Section 5. That said assessments, when collected, shall be placed into a fund for the purpose of paying the cost and expense of the Urban Forestry Program and shall be paid out upon proper vouchers in payment of such cost and expense.

Section 6. That the following costs shall be paid out of a fund provided to pay the City's portion of the cost and expense of the shade tree program: the cost of street intersections, any uncollectible assessments on property owned by the federal government or the State of Ohio, assessments on property owned by the City of Cincinnati, and any portion of the cost not specifically assessed.

Section 7. That the Clerk of Council is hereby directed to cause notice of this ordinance to be published once in a newspaper of general circulation within the City of Cincinnati.

Section 8. That this ordinance shall take effect and be in force from and after the earliest time allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

June 5, 2023

To: Members of Budget and Finance Committee

202301542

From: Sheryl M.M. Long, City Manager

Subject: Presentation – UC Economics Center Income Tax Forecast

Attached is the UC Economics Center Income Tax Forecast Presentation for the Budget and Finance Committee meeting on June 5, 2023.

c: Karen Alder, Finance Director
William “Billy” Weber, Assistant City Manager

City of Cincinnati Income Tax Forecast

FY2023-FY2028

Population Trends

Projected Population Growth, 2023 – 2029

Region	Population		Population Change	Growth Rate
	2023	2029		
City of Cincinnati	433,690	448,902	15,212	3.5%
Cincinnati MSA	2,292,586	2,375,542	82,956	3.6%
State of Ohio	11,868,703	12,063,055	194,352	1.6%
United States	335,839,277	346,123,681	10,284,404	3.1%

Source: Lightcast
Zip Code approximation

Labor Force Characteristics

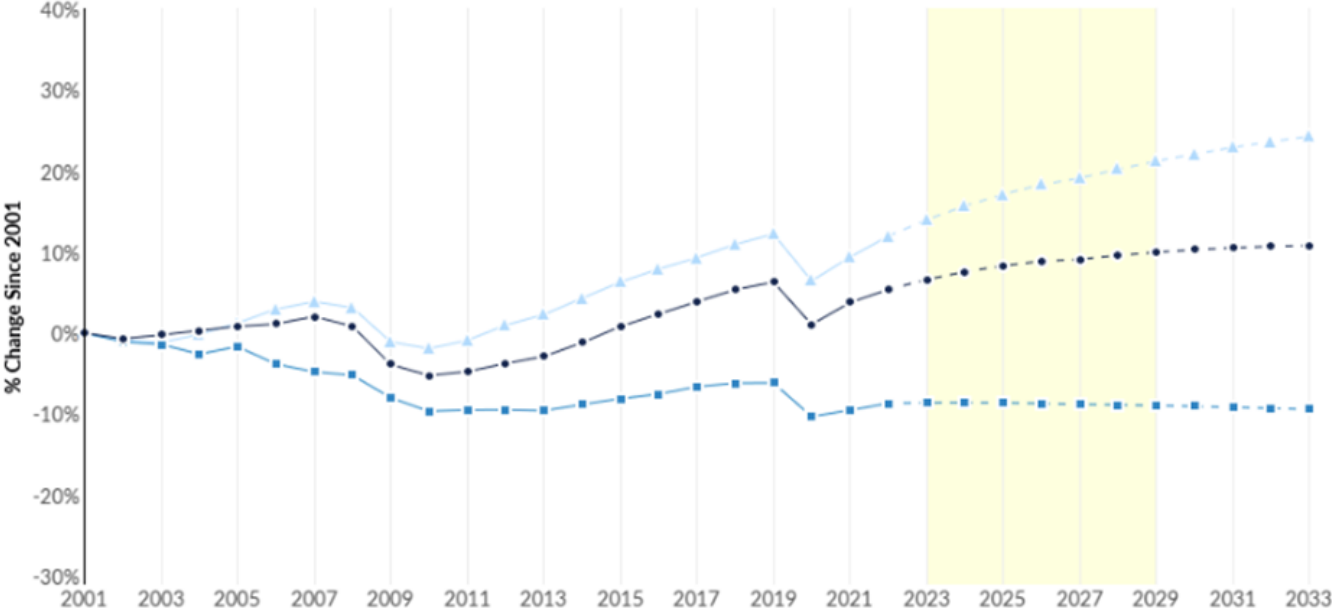
Labor Force Characteristics, 2021

Region	Labor Force Participation Rate	Unemployment Rate
City of Cincinnati	66.3%	4.5%
Cincinnati MSA	65.8%	3.0%
State of Ohio	63.2%	3.3%
United States	63.1%	3.5%

Source: American Community Survey, 2021 5-Year Estimates

Employment Trends

Jobs by Region, 2023 – 2029



Region	2023 Jobs	2029 Jobs	Change	% Change	2022 Average Earnings
● Cincinnati MSA	1,174,824	1,211,947	37,123	3%	\$75,857
■ City of Cincinnati	283,120	282,067	-1,053	0%	\$86,795
▲ United States	169,770,921	180,523,506	10,752,585	6%	\$79,791

Source: Lightcast. Zip Code approximation

Projected Job Growth by Industry, 2023 – 2029

Industry	City of Cincinnati Jobs		2023 – 2029 Change	2023 – 2029 % Change	Average Earnings Per Job (2022\$)
	2023	2029			
Arts, Entertainment, and Recreation	9,772	11,019	1,247	12.8%	\$82,366
Health Care and Social Assistance	46,887	47,937	1,050	2.2%	\$86,006
Professional, Scientific, and Technical Services	27,124	27,690	566	2.1%	\$109,238
Administrative and Support and Waste Management and Remediation Services	15,719	16,263	544	3.5%	\$60,134
Accommodation and Food Services	23,401	23,838	437	1.9%	\$26,616
Other Services (except Public Administration)	16,418	16,577	159	1.0%	\$37,974
Educational Services	7,832	7,946	113	1.4%	\$45,702
Agriculture, Forestry, Fishing and Hunting	243	290	47	19.3%	\$66,990
Mining, Quarrying, and Oil and Gas Extraction	12	12	(1)	-4.4%	\$105,054
Utilities	737	697	(40)	-5.4%	\$155,568
Real Estate and Rental and Leasing	5,915	5,873	(42)	-0.7%	\$78,510
Transportation and Warehousing	4,542	4,327	(215)	-4.7%	\$76,413
Finance and Insurance	21,777	21,513	(265)	-1.2%	\$127,926
Wholesale Trade	5,052	4,739	(314)	-6.2%	\$107,610
Construction	12,357	12,030	(327)	-2.6%	\$76,619
Information	5,353	5,005	(348)	-6.5%	\$116,039
Government	35,400	34,914	(487)	-1.4%	\$90,437
Retail Trade	13,465	12,571	(894)	-6.6%	\$43,005
Manufacturing	16,401	15,336	(1,065)	-6.5%	\$128,766
Management of Companies and Enterprises	14,698	13,476	(1,222)	-8.3%	\$166,442
Total	283,106	282,052	(1,053)	-0.4%	-

FY2023 – FY2028 Forecast

Forecasted* Net Income Tax Revenue and Growth Rates

Fiscal Year	Forecasted Collections (\$M)	Forecasted General Fund (\$M)	Percent Change
2022	\$393.9	\$339.2	-
2023*	\$390.8	\$336.5	-0.8%
2024*	\$399.4	\$343.9	2.2%
2025*	\$399.1	\$343.7	-0.1%
2026*	\$398.2	\$342.9	-0.2%
2027*	\$397.0	\$341.8	-0.3%
2028*	\$395.6	\$340.7	-0.3%
CAGR			0.2%

Source: Economics Center model results and calculations.

FY2023 – FY2028 Forecast

Forecasted* Adjusted Collections

Fiscal Year	Forecasted General Fund (\$M)	Risk Adj. Lower Bound (\$M)	Risk Adj. Upper Bound (\$M)
2022	\$339.2	-	-
2023*	\$336.5	\$280.2	\$411.4
2024*	\$343.9	\$256.8	\$453.2
2025*	\$343.7	\$246.1	\$468.9
2026*	\$342.9	\$238.4	\$479.7
2027*	\$341.8	\$232.2	\$488.2
2028*	\$340.7	\$227.1	\$495.1

Source: Economics Center model results and calculations.

This table displays the estimates for the forecasted general fund as well as potential lower and upper bounds for potential refund risk due to remote work. These bounds represent the general fund less the funds that are most likely at risk for refund.

June 5, 2023

To: Budget and Finance Committee 202301572
From: Sheryl M. M. Long, City Manager
Subject: Presentation – City of Cincinnati Financial Freedom Research Briefing

Attached is the City of Cincinnati Financial Freedom Research Briefing presentation for the Budget and Finance Committee meeting on June 5, 2023.

cc: William “Billy” Weber, Assistant City Manager
Virginia Tallent, Assistant City Manager
Eric Jamison, Director, Office of Performance and Data Analytics

City of Cincinnati Financial Freedom Research Briefing

AGENDA

- ❖ Overview of Policy Lab
- ❖ Review of the Process
- ❖ Key Insights and Recommendations
 - Building Savings and Growing Investments
 - Suitable Housing
 - Job Quality and Workers Rights
 - Equity in City Operations

OPDA AND POLICY LAB



Your Support Has Enabled this Work

OPDA is Supporting a Data-Driven Culture

OPDA is a team of 12 data, innovation, and performance management experts working with the City Manager to drive a culture of using data and evidence in decision-making.

Launch of Policy Lab

OPDA has recently launched a dedicated research and evaluation team to help decision-makers design and evaluate programs and policies to be more outcomes-oriented.

OVERVIEW OF FINANCIAL FREEDOM BLUEPRINT



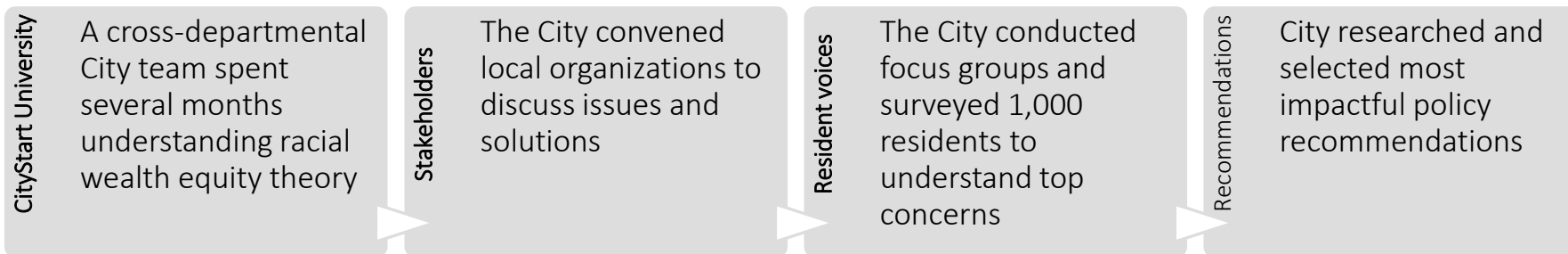
Overview

In 2022, the city was one of three cities competitively awarded a \$75,000 grant through the nonprofit Cities for Financial Empowerment as part of Bloomberg’s Greenwood Initiative to develop a blueprint to address the racial wealth gap in Cincinnati.

The Big Question

What is the City uniquely positioned to do to address the racial wealth gap and help all its residents gain financial freedom through asset ownership?

The Process:

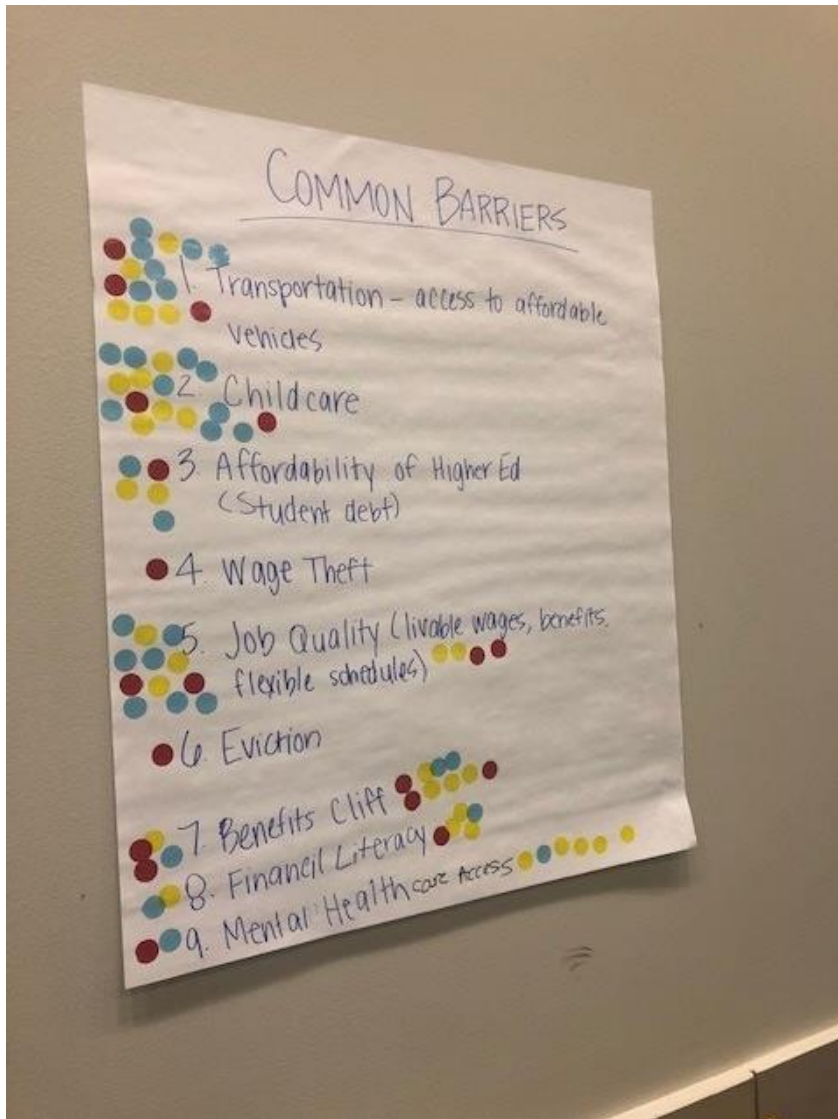


STAKEHOLDER ENGAGEMENT

Facilitated four roundtables at the Duke Energy Center with over 100 individuals to solicit better understanding of problems and solutions around these themes:

- Small Business
- Affordable Housing
- Public-Private Partnerships
- Workforce Development

Held over 25 1:1 interviews with community leaders and organizations to explore topics around banking access, consumer protection, asset ownership, and financial education.



SURVEY METHODOLOGY

The results from this study are accurate to within a margin of error of 3% at the 95% confidence level for General Population of Cincy and 4% at the 95% confidence level for Black/ African American residents of Cincy.

- **1038 people took the survey**, including 533 Black/ African American (AA).
- Adults 18+ living in Cincinnati
- Survey compared All Cincinnati residents (including AA) to Black/ AA residents
- City was divided into 6 "zones" as a proxy for geography
- Responses balanced on age, gender, income, and zone to match Claritas 2023 City of Cincinnati Black/ AA Profile data and "2020 City of Cincinnati Neighborhood Comparison" data

Data Collection Methodology	
General Population	Black Residents
Online Survey from Panel Data	Online survey collected through field outreach
Burke	Voice of Your Customer
505 responses, including some Black residents	533 responses

FOCUS GROUPS

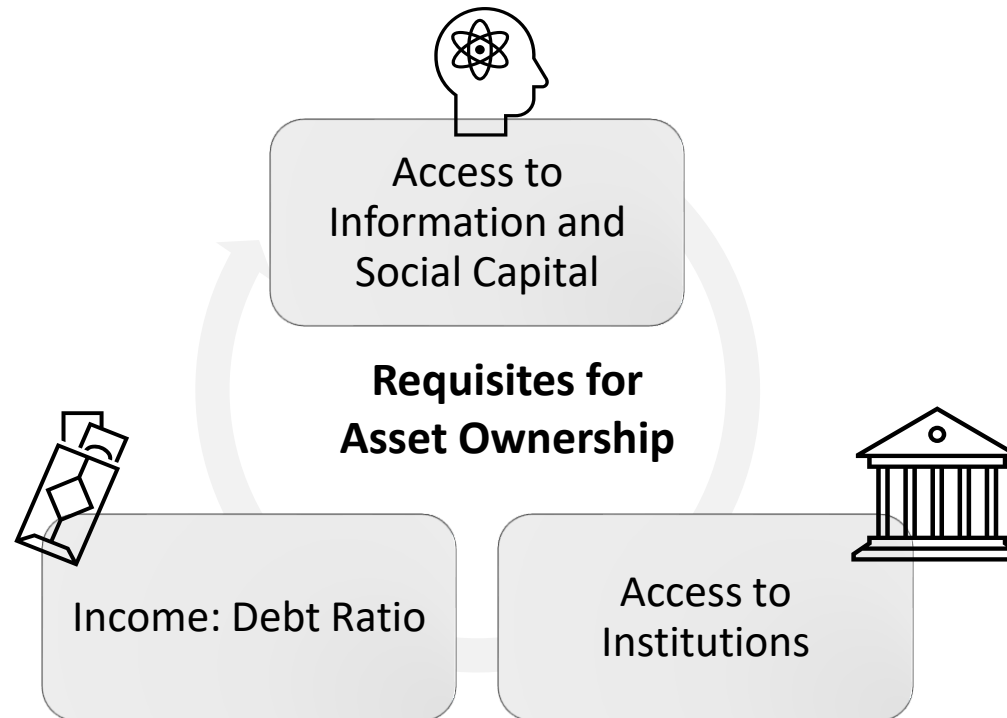
Worked with Voice of Your Customer to hold four 90-minute focus groups with these groups of 12-15 individuals:

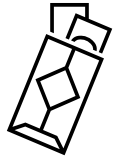
- Persons with an annual household income below FPL: eligible for subsidies
- Persons with an annual household income at FPL: not eligible for subsidies
- Seniors with a modest income (not eligible for subsidies)
- Unhoused men residing at Shelterhouse

KEY INSIGHTS

OUR ASSET OWNERSHIP FRAMEWORK

Residents defined an **asset** as anything of **value that allows long-term financial freedom** such as a business, a home or land, or a retirement, savings, or investment account.

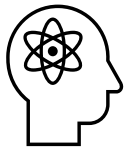




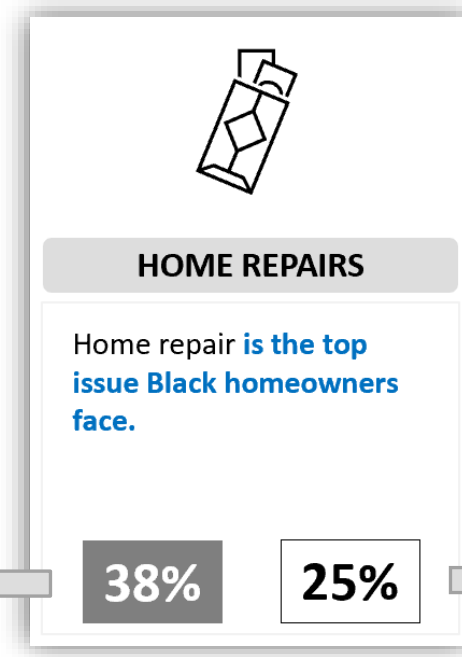
Income: Debt Ratio



Access to Institutions



Access to Information and Social Capital



Proportion impacting Black Pop

Proportion impacting All Cincinnati residents

A NOTE ON HOW TO READ INSIGHTS

WHAT TOP FINANCIAL GOALS DO OUR RESIDENTS HAVE?

The top financial goal for all residents is **reducing debt or remaining debt-free**, with nearly 40% of the population indicating this as a top goal

Black Residents are looking to **start businesses** (28%), **buy first homes** (31%), and **improve credits scores** (35%) at higher rates than the rest of the population

The rest of Cincinnatians prioritize **long-term retirement planning and investing** for the future at higher rates than **Black residents**

BUILDING SAVINGS AND INVESTING



**6% OF BLACK RESIDENTS ARE UNBANKED;
LESS LIKELY TO HAVE A VARIETY OF BANKING
PRODUCTS**

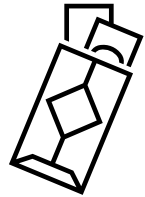
**BLACK RESIDENTS LACK THE ABILITY TO BE
ABLE TO PLAN FOR THE FUTURE DUE TO
TIGHT BUDGETS**

**BLACK RESIDENTS VALUE FINANCIAL
EDUCATION MORE, ESPECIALLY FOR YOUTH**

**AFFORDING MEDICAL COSTS IS A
UNIVERSAL CHALLENGE FOR ALL
RESIDENTS**

**BUILDING
SAVINGS AND
INVESTING**

6% OF BLACK RESIDENTS ARE UNBANKED; LESS LIKELY TO HAVE A VARIETY OF ACCOUNTS



ACCOUNT FEES

Fees are the top barrier for Black residents when it comes to using banking products.

45%

38%

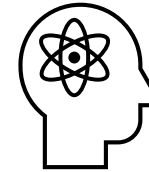


APPROVAL

Difficulty in getting credit card and loan approvals is the second largest barrier for Black residents.

40%

30%

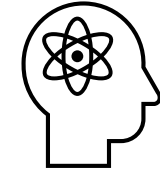


LOCATIONS

Lack of banking locations impacts all residents at similar rates.

30%

27%

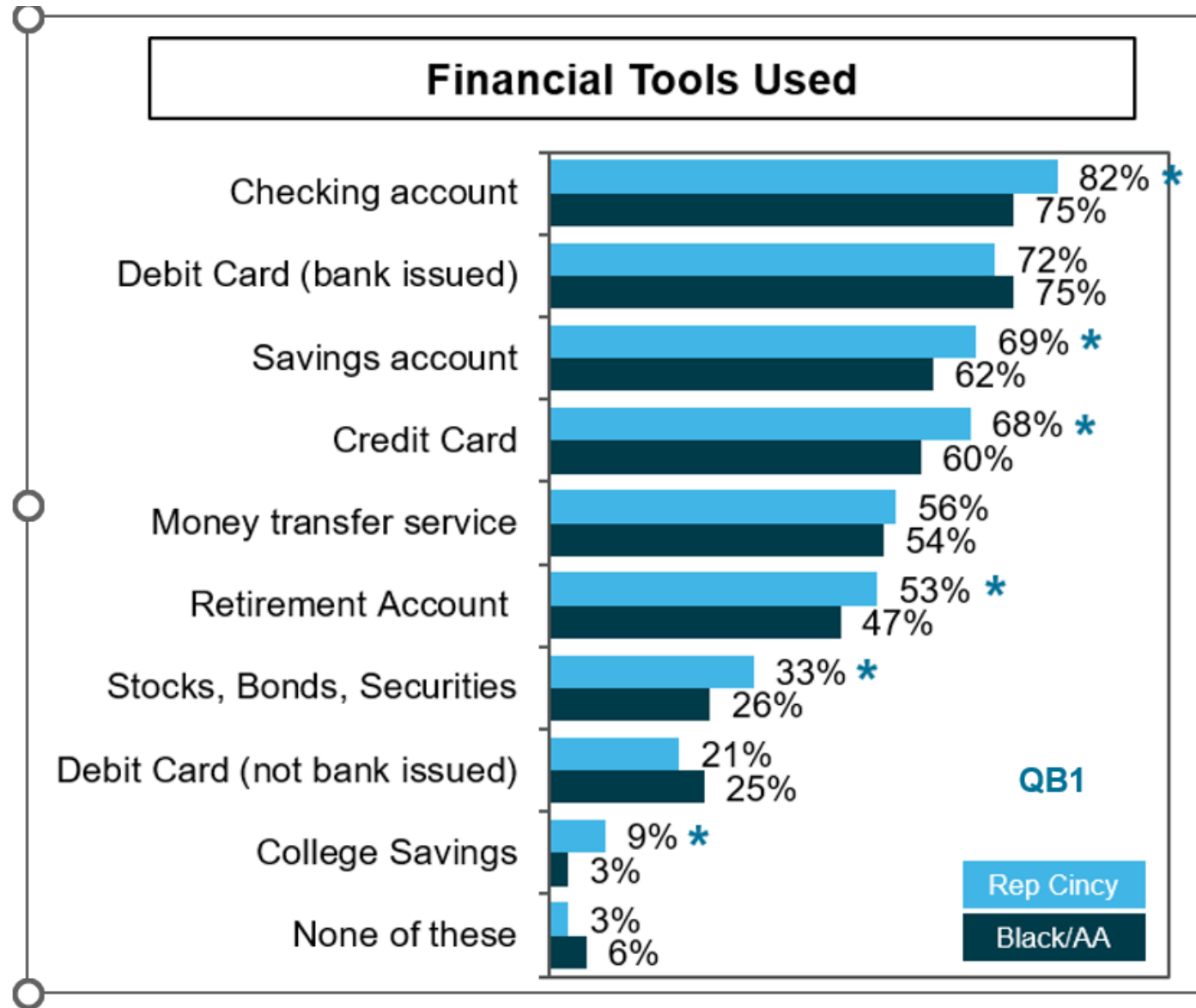


ACCOUNT TYPES

Only about half of all residents have any form of retirement account and just over 3/5 have savings accounts.

Question: What top challenges do you face in when it comes to banking?

The financial tools used by the population demonstrates the limitations Black residents face in being able to plan for the future.

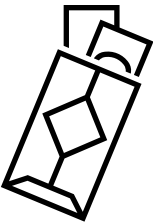


FROM BLACK RESIDENTS

“I do not have a relationship with a bank. I do not have enough money for a bank.”

“Too many **policies and penalties.**”

BLACK RESIDENTS LACK THE ABILITY TO BE ABLE TO PLAN FOR THE FUTURE DUE TO TIGHT BUDGETS

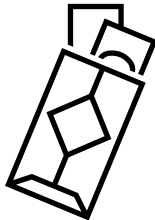


RAINY DAY FUND

Black residents are **less likely than All Cincinnati residents and national average** to have 3 months in emergency savings.

62%

44%

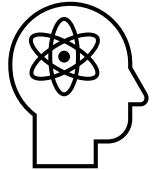


BUDGETING

No money leftover after expenses, followed by fluctuating income, and debt are biggest barriers to savings.

51%

48%



PLANNING

Fewer Black residents report **feeling comfortable with long-term planning** such as investing.

48%

56%

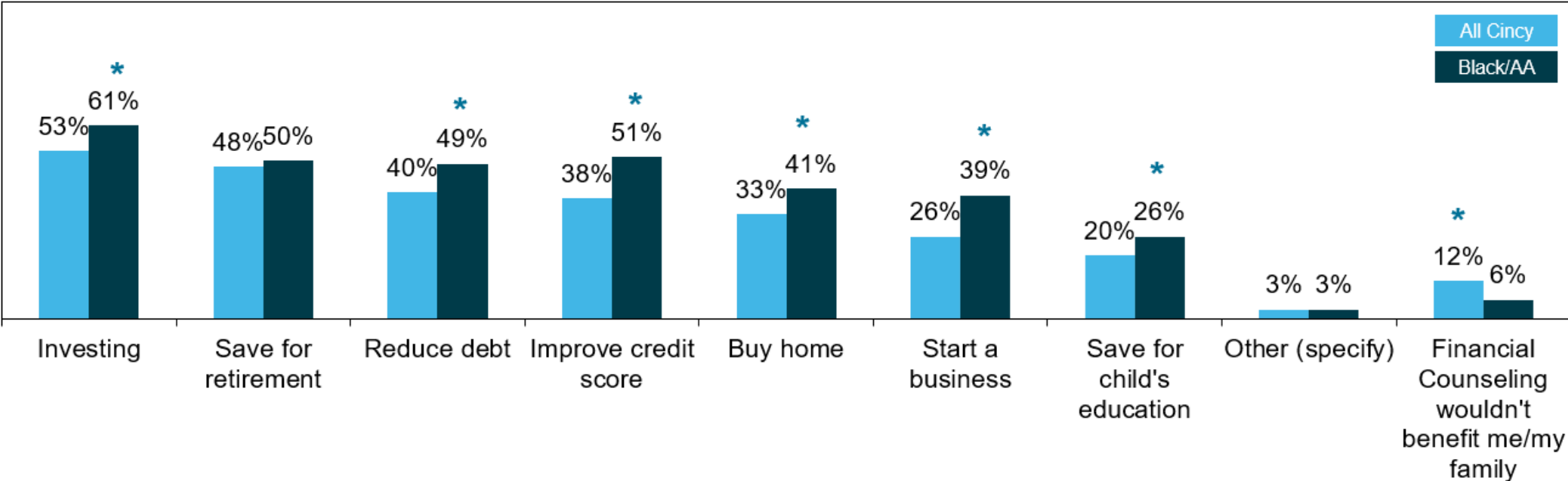
FROM BLACK RESIDENTS

“I just do not have money to save. I barely have enough to pay my bills.”

“Saving for retirement is hard when you need your money for daily living.”

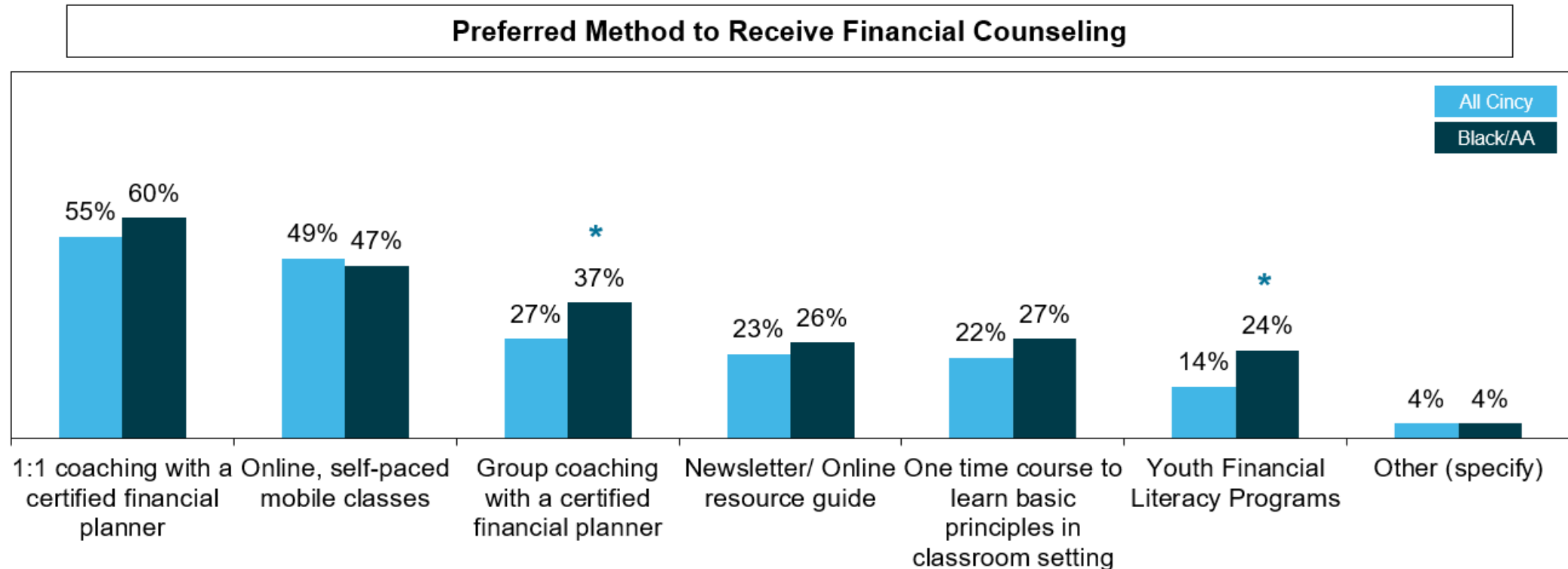
BLACK RESIDENTS VALUE FINANCIAL EDUCATION MORE

Types of Financial Counseling that Would Benefit Me/My Family



Black residents across the board indicated greater interest in financial education

BLACK RESIDENTS VALUE FINANCIAL EDUCATION MORE, ESPECIALLY FOR YOUTH



24% of Black residents said youth financial education programs would be beneficial, compared to 14% of All Cincinnatians.



Debt

60% of all residents have some form of delinquent debt, with the biggest categories being:

- credit cards;
- medical debt;
- private student loans

“Debt keeps me up at night. I do not get much sleep.”

1 IN 3 RESIDENTS ARE BEHIND ON MEDICAL DEBT; AFFORDING MEDICAL COSTS IS A CHALLENGE FOR ALL RESIDENTS

5% of residents don't see a doctor given their existing debt. The rate of uninsurance is as high as 23% in some neighborhoods.

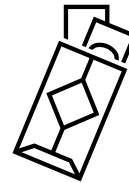


HEALTH INSURANCE

On average, 1 in 10 residents **lack health insurance and cannot afford their prescriptions.**

13%

10%



TRANSPORTATION

10% of the population **don't have a way to get to and from medical appointments,** with higher impact on males.

11%

11%



AFFORDABILITY

Residents **struggle to afford doctor visits, screenings, tests, and deductibles.**

17%

15%



ACCESS TO SUITABLE HOUSING

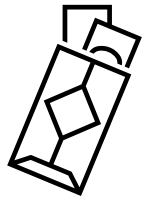
BUYING A FIRST HOME IS A TOP FINANCIAL GOAL
FOR ALMOST A THIRD OF BLACK RESIDENTS, BUT
MAJOR BARRIERS PERSIST

RISING COSTS ARE A BARRIER FOR ALL
HOMEOWNERS, BUT **HOME REPAIR COSTS ARE**
THE BIGGEST ISSUE FOR BLACK HOMEOWNERS

BLACK RENTERS **STRUGGLE MORE WITH**
PROPERTY MAINTENANCE AND AREA CRIME

ACCESS TO SUITABLE HOUSING

BUYING A FIRST HOME IS A TOP FINANCIAL GOAL FOR ALMOST A THIRD OF BLACK RESIDENTS, BUT MAJOR BARRIERS PERSIST



DOWN PAYMENT

Affording a **down payment** is the **top barrier** for Black residents wanting to buy a home.

37%

30%

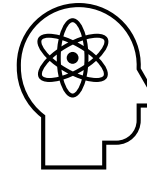


MORTGAGE REJECTION

Black mortgage applications are rejected at a much higher rate due to credit history and debt to income ratio.

60%

20%

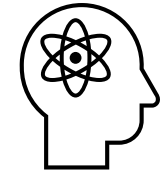


INFORMATION

Black residents **report feeling less aware** of what is needed to qualify for a mortgage.

37%

25%



SUPPORT PROGRAMS

Over 1/2 of Black residents are **interested in homeownership support programs**, but less than a 1/3 are aware of any.

53%

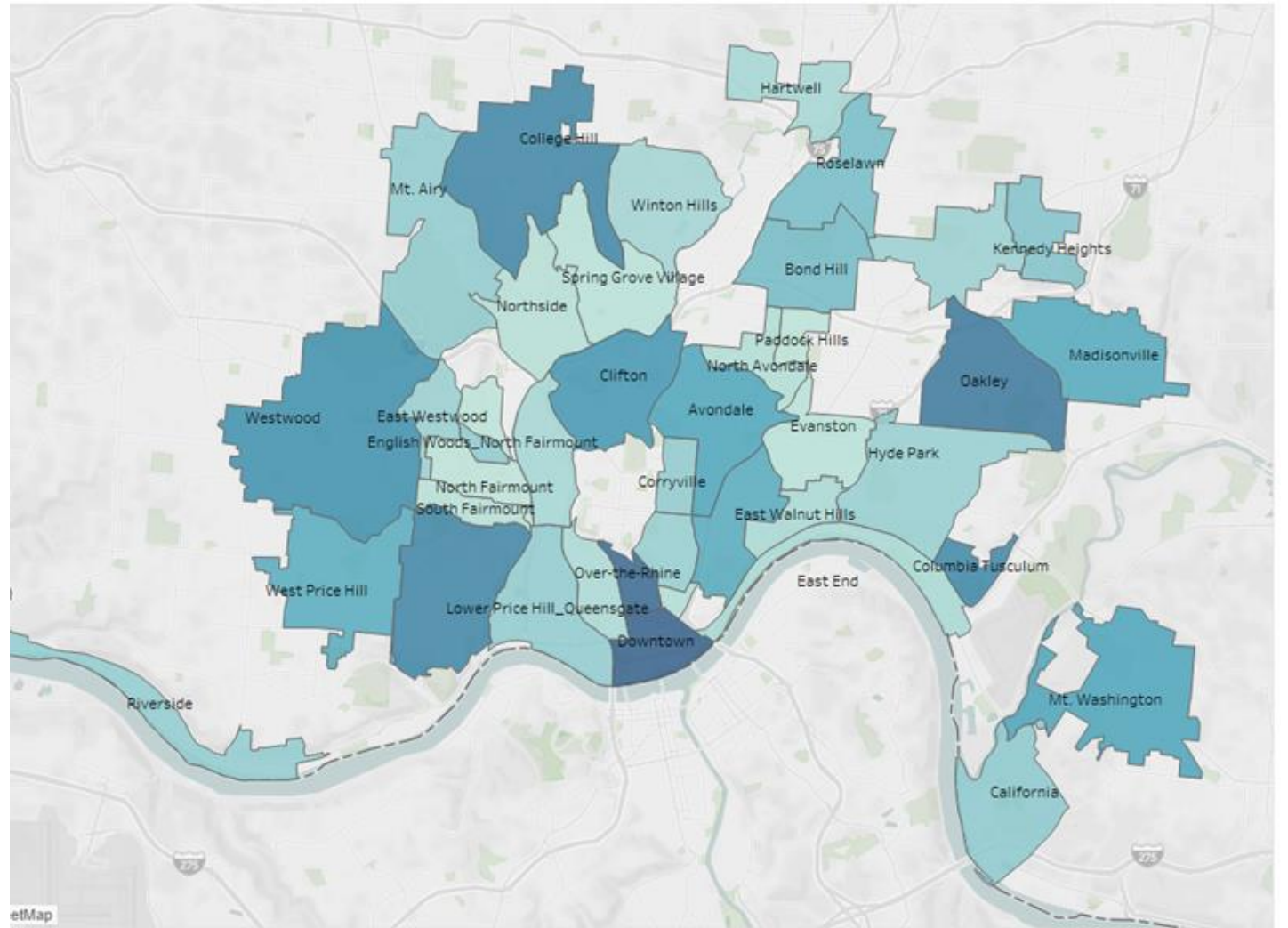
23%

FROM BLACK RESIDENTS

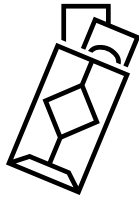
“Finding the right mortgage lender. **They go through your credit history with a fine-toothed comb.**”

“I need help **understanding the homebuying process.**”

Aspirations around homeownership are highest in OTR, Downtown, Oakley, College Hill, Westwood, and Lower Price Hill



12% OF BLACK HOMEOWNERS ARE WORRIED ABOUT LOSING THEIR HOME; HOME REPAIR IMPACTS BLACK HOMEOWNERS MORE

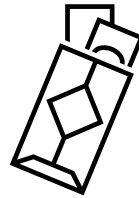


HOME REPAIRS

Home repair is the top issue Black homeowners face.

38%

25%



UTILITIES

All Cincinnati residents **struggle more with the cost of utilities** compared to Black homeowners.

26%

38%



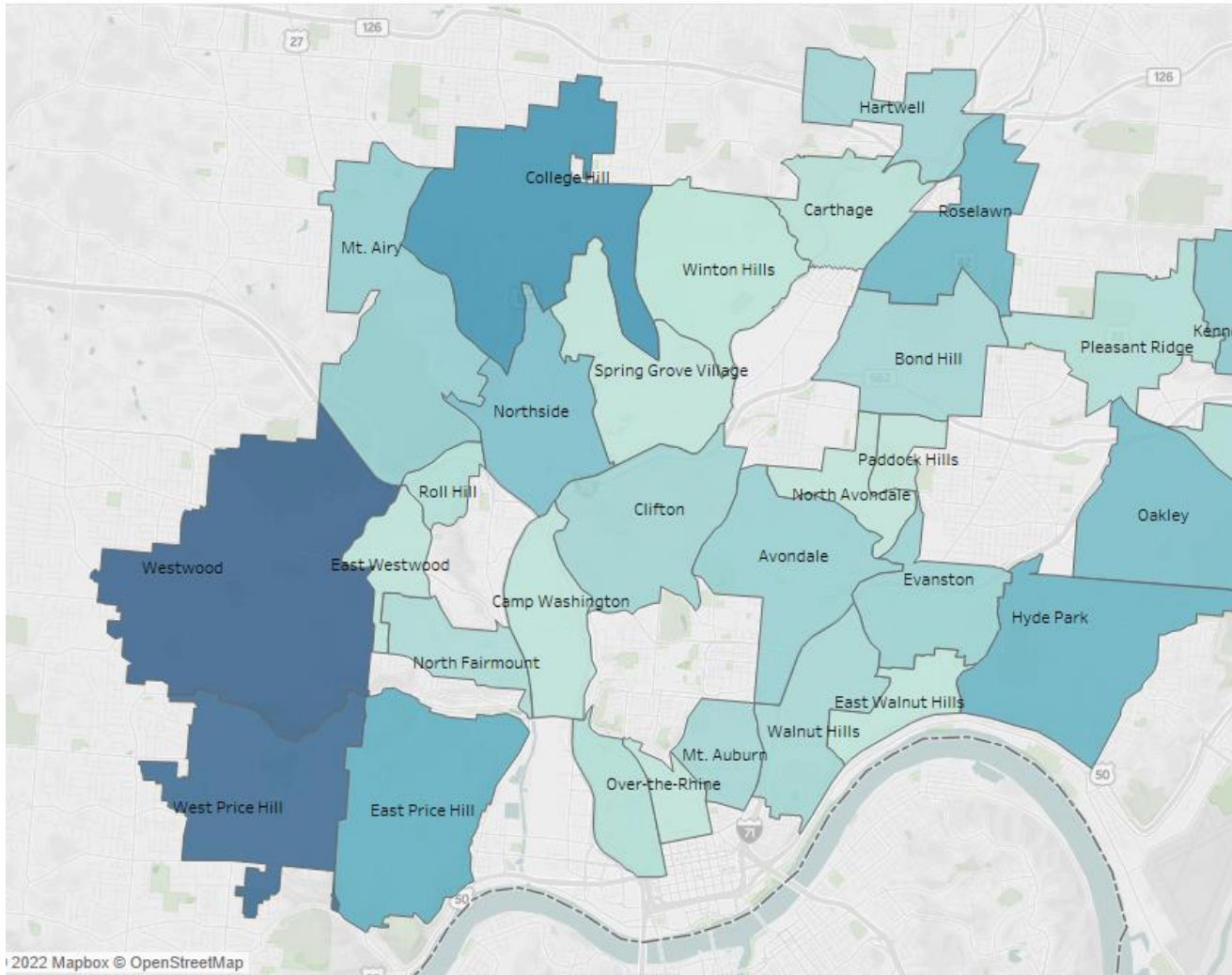
PROPERTY TAXES

Rising property taxes is a top struggle for all homeowners.

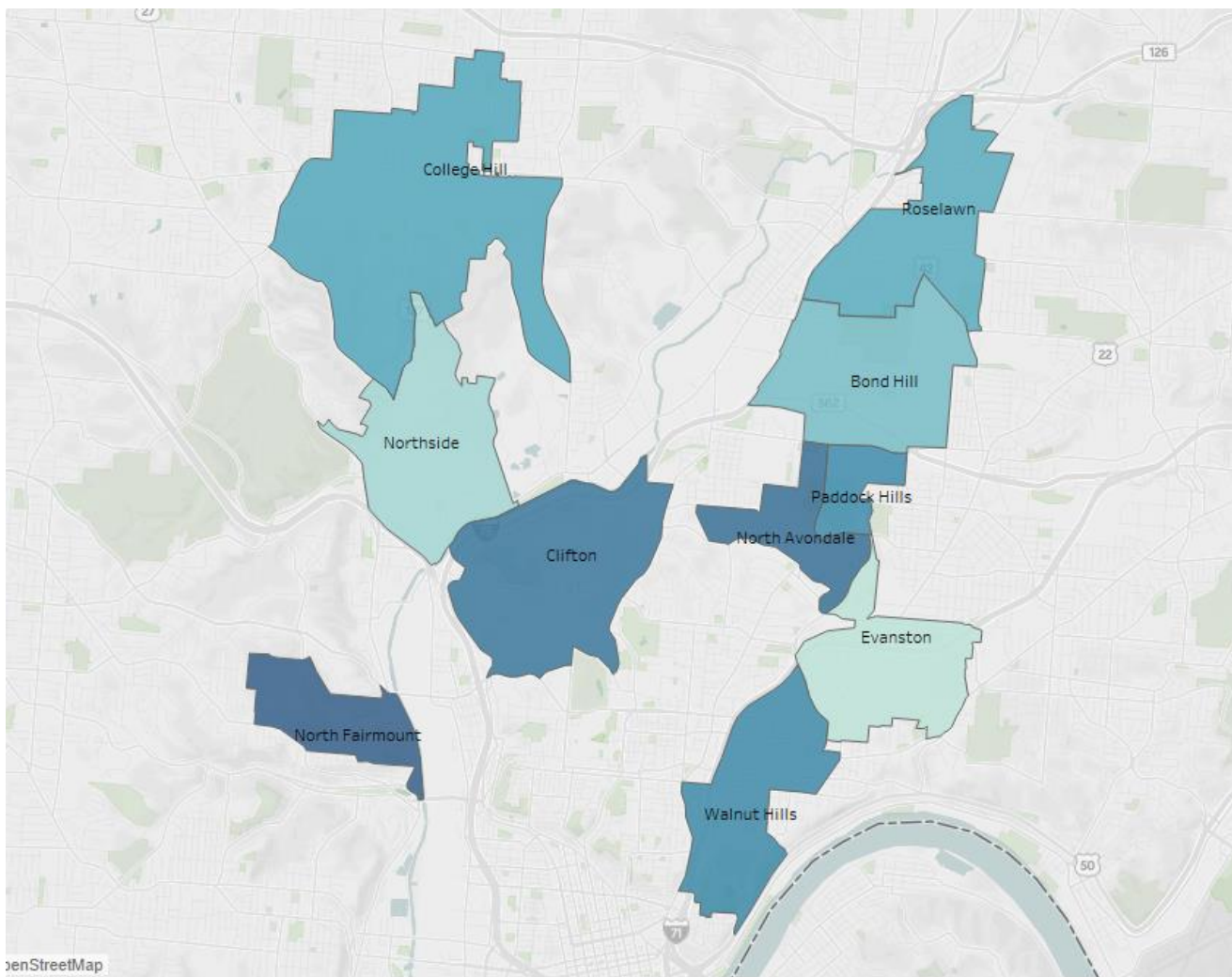
31%

38%

Question: What top challenges do you face in keeping your home, as a homeowner?



HOME REPAIR CHALLENGES ARE HIGHEST IN WESTWOOD AND WEST PRICEHILLS



10% OF
HOMEOWNERS CITED
CODE ENFORCEMENT
AS A BARRIER TO
KEEPING THEIR HOME

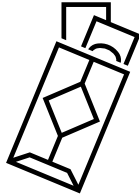
This is most
pronounced in Clifton,
North Avondale,
Walnut Hills, and
North Fairmount.

FROM BLACK RESIDENTS

“Navigating older homes – (they) may need more maintenance.”

“Remain where you currently live with dignity. Someone comes in with tax abatements. They get to build a house the neighbors cannot afford, and now taxes go up. **The people in the neighborhood cannot afford the higher taxes, and now they must move.”**

RISING RENT IS A CONCERN ACROSS ALL RENTERS; BLACK RENTERS STRUGGLE MORE WITH PROPERTY MAINTENANCE AND AREA CRIME

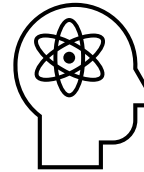


RISING RENT

Rising rent is the top issue facing all renters.

42%

45%



MAINTENANCE

Poor landlord maintenance affects slightly more African American residents.

30%

25%



CRIME

More AA renters identified crime in their neighborhood as a barrier.

23%

14%

Question: What top challenges do you face in staying in your home as a renter?

FROM BLACK RESIDENTS

“You **cannot get apartments** because of low credit scores.”

“Market rent is *constantly* going up.”

“**Buildings are not well maintained in cheap (affordable) apartments.** It is hard to find something in your price range that is accommodating and decent.”

JOB MOBILITY AND WORKERS RIGHTS

Despite increases in wages for African Americans, the median earnings of white Cincinnatians consistently remain about 1.3 times higher.



COST OF EDUCATION IS A MAJOR BARRIER FOR AFRICAN AMERICANS

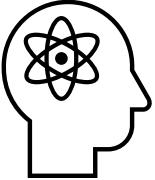
AFRICAN AMERICANS AND THE GENERAL POPULATION FACE THE SAME BARRIERS TO JOB MOBILITY, BUT **BLACK RESIDENTS PRIORITIZE STARTING SMALL BUSINESSES**

40% OF RESIDENTS WANT BETTER WAGES AND BENEFITS

OVER 36% OF RESIDENTS HAVE EXPERIENCED SOME FORM OF WAGE THEFT, WITH HIGHEST OCCURANCE AMONG BLACK MALES

ISSUE: BUILDING
JOB MOBILITY
AND WORKERS
RIGHTS

COST OF EDUCATION IS A MAJOR BARRIER FOR ALL RESIDENTS, BUT DEBT IS LARGER FOR AFRICAN AMERICANS

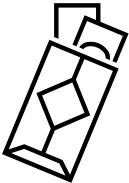


JOB MOBILITY

Limitations in education or experience, and the cost of student loans, is the biggest barrier for all residents in getting a better job.

18%

21%



STUDENT DEBT

Private student loans is the most common and expensive form of debt delinquency. Black residents have higher private student loan amounts.

34%

29%



BENEFITS

Black residents prioritize tuition assistance/ student debt assistance from employers.

43%

30%

FROM BLACK RESIDENTS

“I have both public and private student loans. I did not know the difference. I was just trying to finish school to get a better job.”

“My parents signed me up for private loans.”

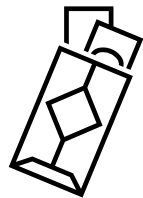


The average amount of Private Student Loan Debt is \$27,577 for All Cincinnati residents and \$31,796 for Black residents.

In total, Black residents in Cincinnati have more than \$1.38 Billion in delinquent private student loan debt.

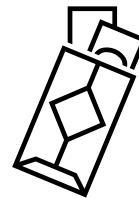
IN ADDITION TO DIFFICULTY GETTING TRAINING AND EDUCATION, RESIDENTS FACE THE SAME BARRIERS TO JOB MOBILITY

40% of residents want better wages and benefits. While education and student debt is the biggest barrier to job mobility, some of the other hurdles with changing jobs are:



CHILDCARE

Childcare impacts affects 1 in 10 residents, with childcare during non-traditional hours being the biggest concern.



TRANSPORTATION

Getting to and from work is a barrier for 1 in 10 residents.



PUBLIC BENEFITS

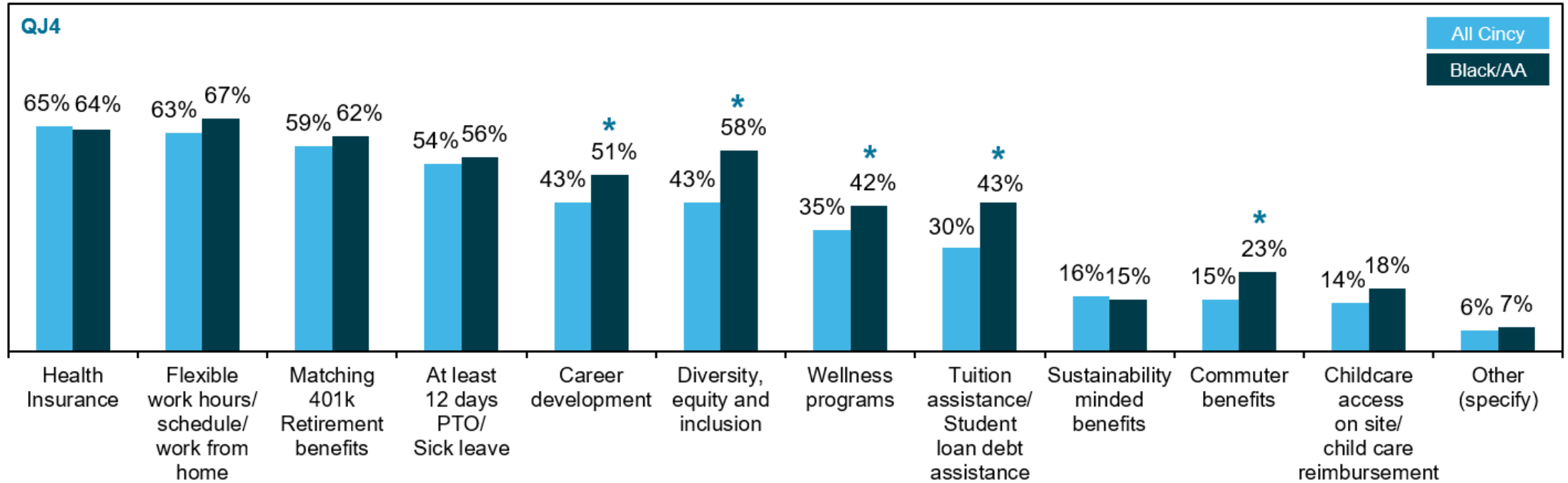
1 in 10 residents are worried **getting a better job means losing benefits.**

FROM BLACK RESIDENTS

“The wages are just too low for the cost of living.”

“The jobs that pay more are further away. I cannot get to them and meet the rules of being in the shelter – when I can sleep, shower, come and go.”

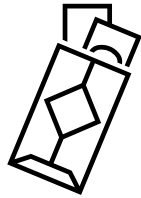
Important Types of Benefits and Flexibility in the Workplace



40% of all residents want better wages and benefits. All residents prioritize health insurance, flexible scheduling/PTO, and retirement benefits

BLACK RESIDENTS PRIORITIZE CAREER DEVELOPMENT, DIVERSITY, EQUITY, AND INCLUSION, AND WELLNESS PROGRAMS AT MUCH HIGHER RATES

OVER 36% OF RESIDENTS HAVE EXPERIENCED SOME FORM OF WAGE THEFT, WITH HIGHEST OCCURRANCE AMONG BLACK MALES

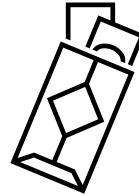


OVERTIME

No time and half paid for time worked over 40-hours is biggest form of wage theft.

15%

18%

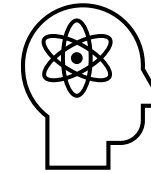


PAID FOR ALL HOURS

The second most common instance was **not being paid for all hours worked**.

19%

18%



FRAUD

About 33% of all residents have been **victim to a financial crime** that cost \$300+.



EQUITY IN CITY OPERATIONS

THE CITY DOESN'T HAVE A FRAMEWORK FOR APPLYING EQUITY THROUGH ITS OPERATIONS

Current Challenges

- **Residents expressed a distrust in government and financial institutions that is rooted in historical practices (redlining, neighborhood planning)**
- **Departments don't use the same framework for thinking about equity for their operations**
 - Example: Is our citizen service request reaching all residents equally?
 - Example: Are our service complaints equally responsive across neighborhoods
 - Example: Are our capital improvement investments equitably distributed across neighborhoods?
- **Employees lack shared language and direction on how to think and talk about diversity, equity, and inclusion**



RECOMMENDATIONS

RECOMMENDATIONS: OUR ASSET OWNERSHIP JOURNEY

The Enabling Conditions		Asset Ownership		
Creating Conditions for Stability and Security	Managing Delinquent Debt	Job Mobility and Growing Savings, Investment and Retirement Accounts	Owning a Home	Launching a Business
<i>Cincinnati</i> ans:	<i>Cincinnati</i> ans:	<i>Cincinnati</i> ans:	<i>Cincinnati</i> ans:	<i>Cincinnati</i> ans:
<ul style="list-style-type: none"> ○ Live in safe and secure homes and neighborhoods. ○ Are empowered to secure tenant and workers' rights. ○ Establish a relationship with a financial institution for basic checking, savings, and lending needs. 	<ul style="list-style-type: none"> ○ Have paid off delinquent debt. ○ Avoid use of predatory financial products 	<ul style="list-style-type: none"> ○ Build rainy day funds for emergencies. ○ Plan for financial goals. ○ Save towards investments, such as downpayment or car loans. ○ Improve credit score ○ Establish and contribute towards retirement accounts. ○ Have the structures/ environment needed to support job mobility 	<ul style="list-style-type: none"> ○ Purchase their first house or own investment properties. ○ Are able to keep and maintain a home 	<ul style="list-style-type: none"> ○ Launch or scale their businesses.

The recommendations in the blueprint fall along each stage of this asset ownership journey

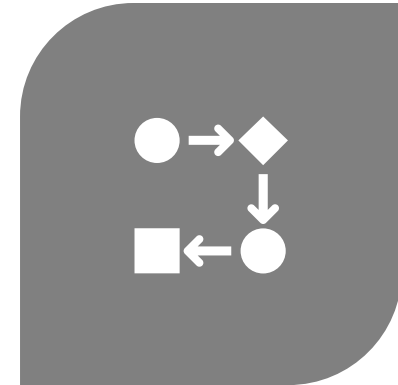
OVERALL RECOMMENDATION PROCESS



COLLECTED OVER 40 POLICY AND PROGRAM INTERVENTION IDEAS



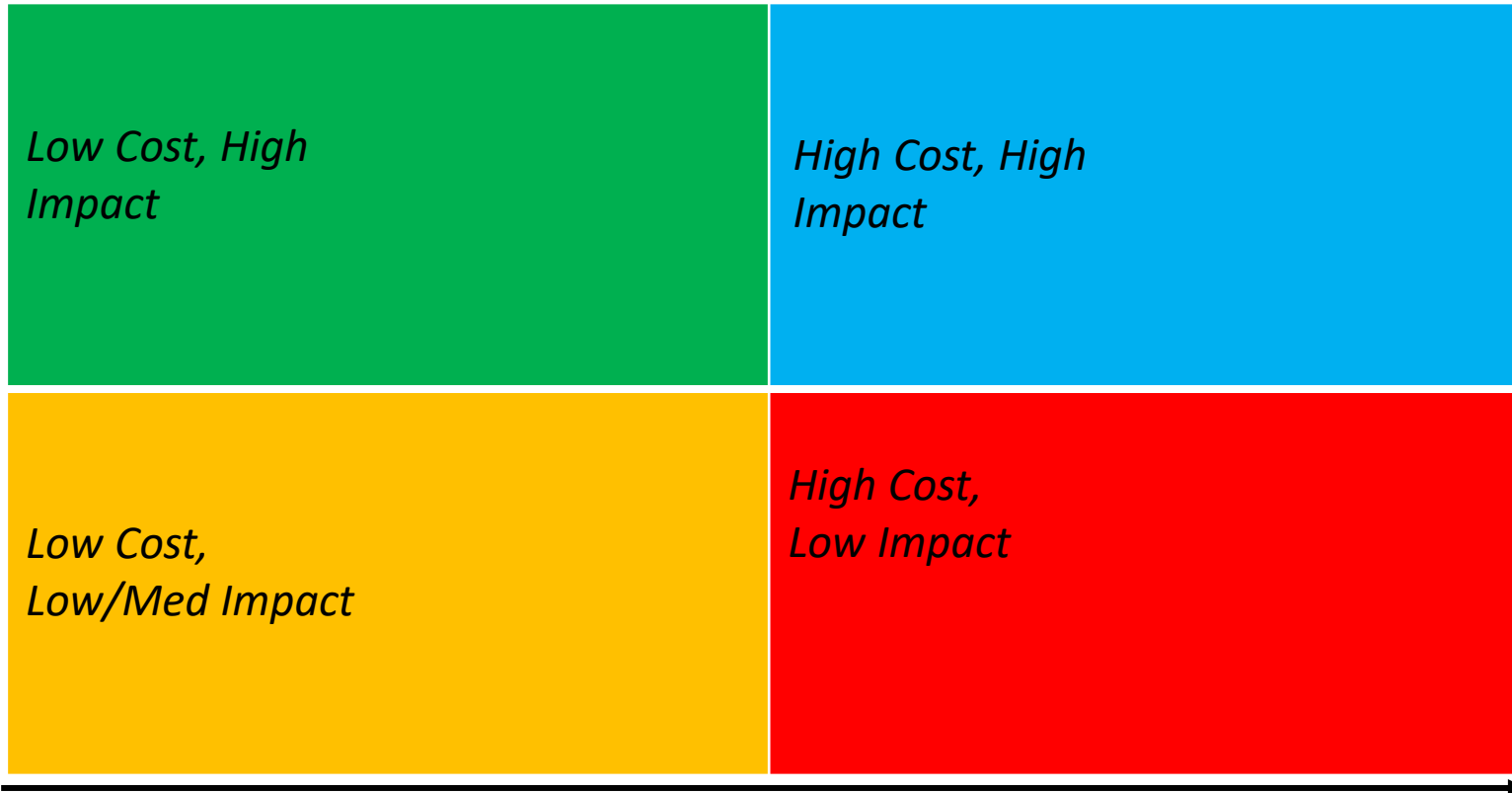
ALIGNED POLICY AND PROGRAMS WITH THE LARGEST PROBLEMS RESIDENTS IDENTIFIED THROUGH THE SURVEY



SCORED THE PROGRAMS AND POLICIES BY IMPACT AND IMPLEMENTATION COMPLEXITY

RECOMMENDATION ROI SCORING

Impact
(as measured by scale and economic impact)



Implementation +
Financial Cost
(as measured by operational complexity and cost)



NEXT STEPS

The Blueprint Is a Living Document

The City can make progress alone on many issues, but large-scale systemic issues will require partnerships and broader state and federal advocacy. The Blueprint is a commitment for City to continue to pursue bold and innovative solutions, such as:

- Solicit innovative public-private partnerships to address large-scale issues flagged in our research, such as cost of **home repair, childcare, and job mobility**.
- **Advocate for public benefits expansion policies at state and federal level.**
- **Cultivate partnerships around shared programming**, such as youth financial literacy in Cincinnati .