



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final

### Budget and Finance Committee

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

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Monday, April 26, 2021

1:00 PM

Council Chambers, Room 300

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#### PUBLIC HEARING

ROLL CALL

#### AGENDA

- 1.**     [202101534](#)     ORDINANCE, dated 04/22/2021, submitted by Mayor John Cranley, from Andrew W. Garth, City Solicitor, REPEALING, Ordinance No. 390-2020 in order to revoke the designation of Bellevue Avenue from William H. Taft Road to Oak Street located in the Corryville neighborhood as a Residential Parking Permit Area.

**Sponsors:**     Cranley

**Attachments:**   [Transmittal](#)  
                          [Ordinance](#)
- 2.**     [202101449](#)     ORDINANCE submitted by Paula Boggs Muething, City Manager, on 4/21/2021, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$95,035 from the Department of Homeland Security, Federal Emergency Management Agency FY 2020 Assistance to Firefighters Grant Program (CFDA No. 97.044) to Fire Grants Fund 472 for the purpose of funding the purchase of a gear washer and extractor and six gear drying cabinets for the Cincinnati Fire Department.

**Sponsors:**     City Manager

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

3. [202101475](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/21/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Melrose IHNGC Limited Partnership, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 835-849 Oak Street in the Walnut Hills neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 595 square feet of office space and approximately 26,204 square feet of residential space, consisting of 26 affordable residential rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$3,592,000.

**Sponsors:** City Manager

**Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Exhibit A](#)

4. [202101476](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/21/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with MKRB 1 LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1646 Vine Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building into approximately 1,200 square feet of commercial retail space and approximately 5,250 square feet of residential space, consisting of 8 apartments, at a total remodeling cost of approximately \$138,480.

**Sponsors:** City Manager

**Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Exhibit A](#)

5. [202101477](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/21/2021, AUTHORIZING the City Manager to execute a Lease Agreement with UC Health, LLC, pursuant to which the City will lease for up to sixty-two years a portion of Goodman Street located west of Burnet Avenue, a portion of Highland Avenue located north of Piedmont Avenue, and certain other real property used for transportation purposed in the Corryville neighborhood.

**Sponsors:** City Manager

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

6. [202101480](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 4/21/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 1923 Elm, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1923-1927 Elm Street and 205-207 Henry Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 13,398 square feet of commercial space, consisting of a 20-room boutique hotel, which remodeling shall be completed in compliance with Leadership in Energy Environmental Design Silver, Gold, or Platinum standards or Living Building Challenge standards, a total construction cost of approximately \$4,147,682.

**Sponsors:** City Manager

**Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Exhibit A](#)

7. [202101481](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 4/21/2021, MODIFYING the provisions of Chapter 730, "Commercial Waste Franchises," of the Cincinnati Municipal Code by AMENDING Section 730-1-A, "Applicant," Section 730-1-C2, "Clean Hard Fill," Section 730-1-C3, "Commercial Waste," Section 730-1-C6, "Construction and Demolition Debris," Section 730-1-R, "Recyclable Materials," Section 730-3, "Applicability; Requirement for Franchise; Term of Franchise," Section 730-5, "General Provisions," Section 730-7, "Award of Franchises," Section 730-9, "Basis for Award of Franchise," Section 730-19, "Bond Requirements," Section 730-21, "Insurance Requirements," and Section 730-25, "Methods of Solid Waste Collection"; ORDAINING new Sections 730-1-C2, "Clean Hard Fill," 730-1-L, "Legitimate Recycling Facility," 730-1-R2, "Recycling," and 730-27, "Program Rules and Regulations,"; and REPEALING Section 730-1-D, "Department," to clarify the definition of "commercial waste" and the application process for franchisees.

**Sponsors:** City Manager

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

8. [202101482](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 4/21/2021, AUTHORIZING the City Manager to extend the term of existing commercial waste collection service franchise agreements between the City and commercial waste collection service franchisees for two additional one-year periods, notwithstanding the provisions of Chapter 730 of the Cincinnati Municipal Code, in order to align the terms of existing franchise agreements with those of prospective franchise agreements to be executed in 2021.

**Sponsors:** City Manager

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

9. [202101272](#) FYI MEMO, dated 03/24/2021, submitted by Councilmember Mann, from Paula Boggs Muething, City Manager, regarding Funding Priorities for Coronavirus Local Fiscal Recovery Fund.

**Sponsors:** Mann

**Attachments:** [FYI MEMO - Priorities](#)  
[Exhibit A - Stimulus Funding](#)

10. [202101408](#) FYI MEMO, dated 04/08/2021, submitted by Councilmember Mann, from Paula Boggs Muething, City Manager, regarding Funding Priorities for Coronavirus Local Fiscal Recovery Fund - Additional Details.

**Sponsors:** Mann

**Attachments:** [FYI Memo - Stimulus Use Descriptions 4-8-21](#)

11. [202101499](#) MOTION, submitted by Councilmembers Sundermann, Kearney and Keating, WE MOVE that the Administration draft an ordinance to provide \$60,000 to The Salvation Army of Southwest Ohio and Northeast Kentucky's Anti-Human Trafficking Program and End Slavery Cincinnati to support their work conducting outreach to identify and serve human trafficking victims within the City of Cincinnati. The source of these funds should be anticipated relief funds from the American Rescue Plan. (STATEMENT ATTACHED)
- Sponsors:** Sundermann, Kearney and Keating
- Attachments:** [Motion 202101499](#)
12. [202101309](#) MOTION, submitted by Councilmember Goodin, Vice Mayor Smitherman and Councilmember Sundermann, Each year, Council offices receive several requests from constituents for "speed humps" to slow down traffic on the streets where they live. Unfortunately, due to budget constraints, the Department of Transportation Engineering's (DOTE) Neighborhood Street Calming Program that provides the speed humps has not been funded since FY2018. WE MOVE that \$100,000 from the American Rescue Plan Act be allocated to fund the DOTE's Neighborhood Street Calming Program for 2022.
- Sponsors:** Goodin, Smitherman and Sundermann
- Attachments:** [Motion - Street Calming Program \(4-6\)](#)
13. [202101310](#) MOTION, submitted by Councilmember Kearney, WE MOVE that City Council allocate \$350,000 from the American Rescue Plan Act to the non-profit organization, The Mark, created by to assist with the stabilization and purchase of St. Mark Church, 3500 Montgomery Rd. in Evanston. (STATEMENT ATTACHED).
- Sponsors:** Kearney
- Attachments:** [Motion - The Mark](#)

14. [202101311](#) MOTION, submitted by Councilmember Kearney, WE MOVE that City Council fund the City's HARBOR (Homeowner Assistance Repairs and Building Order Remission) program with \$2 million from the American Rescue Plan Act to give financial assistance to low-income and moderate-income, owner-occupied homeowners who receive housing code violations on their property. WE FURTHER MOVE that the HARBOR program continue to work with People Working Cooperatively and maintain the HARBOR program's existing guidelines with one addition: The Department of Building & Inspections will consider including a provision where homeowners at or greater than 80% of the Area Median Income as determined by HUD are required to pay back the funds provided to them from the HARBOR Fund, so that such funds are distributed to them as a low-interest loan. (STATEMENT ATTACHED)
- Sponsors:** Kearney
- Attachments:** [Motion - HARBOR](#)
15. [202101312](#) MOTION, submitted by Councilmember Kearney, WE MOVE for the City Council to deposit \$50 million from the American Rescue Plan Act funds into the City of Cincinnati's Affordable Housing Trust Fund that was established in 2018 from the sale of the Norfolk Railroad. WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund, a portion of the 25 percent of the neighborhood's Tax Increment Financing (TIF) dollars reserved for affordable housing. WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund a portion of the neighborhood's Voluntary Tax Incentive Contribution Agreement (VTICA) funds reserved for affordable housing. (STATEMENT ATTACHED)
- Sponsors:** Kearney
- Attachments:** [Motion - Kearney](#)
16. [202101399](#) MOTION, submitted by Councilmember Goodin, WE MOVE that monies from the American Rescue Plan Act be allocated to fund the below neighborhood projects in an amount to be determined: Camp Washington Road Infrastructure Improvements for bike lane development, street repaving, restriping and sidewalk repair. Taft/McMillan Two-Way project for potential cost overrun. OTR Bell Tower for preservation and restoration of the historic First Lutheran Church Bell Tower.
- Sponsors:** Goodin
- Attachments:** [Motion - Goodin](#)

17. [202101511](#) MOTION, submitted by Councilmembers Goodin and Kearney, Since 2003, the Wesley Chapel Mission Center (WCMC) has been a stable influence in Over-the-Rhine, serving at-risk youth by providing educational programs, guiding social and moral development, and collaborating with community partners. Unlike most recreational centers, the WCMC remained open throughout the pandemic as a haven offering food and tutoring programs to over a hundred students, and as a daycare center for area youth. The Center also continued to employ staff and attract volunteer aides to assist families impacted by COVID-19. Accordingly, WE MOVE that a portion of Cincinnati's American Rescue Plan appropriation be committed to the Wesley Chapel Mission Center to fund its numerous programs and building site improvements.
- Sponsors:** Goodin and Kearney
- Attachments:** [Motion - Goodin](#)
18. [202101392](#) MOTION, submitted by Councilmembers Sundermann and Keating, WE MOVE that the Administration draft an ordinance to provide \$3,000,000 to the Cincinnati USA Convention & Visitor Bureau (CVB) for the purposes of partially assisting them in returning to pre-pandemic staffing levels and recovering both retroactively and proactively from losses occurred already and those projected until 2024. The source should be anticipated federal relief funds through the American Rescue Plan. (STATEMENT ATTACHED)
- Sponsors:** Sundermann and Keating
- Attachments:** [Motion](#)
19. [202101513](#) MOTION, dated 04/19/2021, submitted by Vice Mayor Smitherman, Councilmembers Kearney, Goodin, Keating, and Mann, WE MOVE that \$1 million dollars in American Rescue Plan Act (ARPA) funds be allocated to return the Dr. Martin Luther King Jr. statue to Reading Rd. and Martin Luther King Dr.
- Sponsors:** Smitherman, Kearney, Goodin, Keating and Mann
- Attachments:** [Motion](#)
20. [202101520](#) MOTION, submitted by Councilmembers Mann and Kearney, I MOVE that City Council consider the attached motion and supporting documents presented to the Human Services Chamber.
- Sponsors:** Mann and Kearney
- Attachments:** [Motion](#)  
[Attachment](#)

21. [202101542](#) MOTION, dated 04/23/2021, submitted by Councilmember Mann, I MOVE that City Council consider the request from Co-Op Cincy to provide \$50,000 from ARP for a revolving loan for technical assistance for the businesses that are going through the process of exploring a transition to worker ownership through Co-op Cincy's Business Legacy program. (STATEMENT ATTACHED)
- Sponsors:** Mann
- Attachments:** [Motion](#)
22. [202101166](#) MOTION, submitted by Councilmember Mann, Kearney, Sundermann, Goodin and Keating, WE MOVE that the City Administration identify resources sufficient to ensure that Bethany House can complete its new shelter for clients. (STATEMENT ATTACHED)
- Sponsors:** Goodin, Kearney, Mann, Sundermann and Keating
- Attachments:** [Motion - Mann](#)
23. [202101461](#) ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City; and AUTHORIZING the appropriation of the sum of \$7,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.
- Sponsors:** Mayor
- Attachments:** [Ordinance 202101461](#)  
[Transmittal 202101461](#)



24. [202101462](#) ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP003, "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of improvements that facilitate outdoor dining and increase pedestrian safety in various City Neighborhoods; and AUTHORIZING the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP003, "Outdoor Dining Grant Program (Neighborhoods)," for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

**Sponsors:** Mayor

**Attachments:** [Ordinance 202101462](#)  
[Transmittal 202101462](#)

25. [202101463](#) ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x101xARP002, "Restaurant Grants Phase II," for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments; and AUTHORIZING the appropriation of the sum of \$4,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP002, "Restaurant Grants Phase II," to provide resources for a local economic stimulus plan to support dining and drinking establishments.

**Sponsors:** Mayor

**Attachments:** [Ordinance 202101463](#)  
[Transmittal 202101463](#)

26. [202101465](#) ORDINANCE (EMERGENCY), submitted by Mayor John Cranley from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x232xARP001, "Outdoor Dining & Pedestrian Safety Improvements," for the purpose of providing resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; AUTHORIZING the appropriation of the sum of \$2,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP001, "Outdoor Dining & Pedestrian Safety Improvements," to provide resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and further DECLARING that the "Outdoor Dining & Pedestrian Safety Improvements" capital improvement program project serves a public purpose as it will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more.

**Sponsors:** Mayor

**Attachments:** [Ordinance 202101465](#)  
[Transmittal 202101465](#)

27. [202101543](#) ORDINANCE (EMERGENCY), date 04/23/2021, submitted by Mayor John Cranley, from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x164xZRP009, "Build Cincinnati Development Fund," for the purpose of providing funds for the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati as determined by the City Manager; and AUTHORIZING the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x164x ARP009, "Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager ; and further Declaring expenditures from American Rescue Plan grant project account no. 469x164xARP009, "Build Cincinnati Development Fund," to be for a public purpose.

**Sponsors:** Cranley

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

28. [202101544](#) ORDINANCE (EMERGENCY), dated 04/23/2021, submitted by Mayor John Cranley, from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no 469x162xARP0088, "Affordable Housing Trust Fund," for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager; and AUTHORIZING the appropriation of the sum of \$2,500,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x162xARP008, "Affordable Housing Trust Fund," for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati as determined by the City Manager; and further DECLARING expenditure from American Rescue Plan grant project account no. 469x162xARP008, "Affordable Housing Trust Fund," to be for a public purpose.

**Sponsors:** Cranley

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

29. [202101545](#) ORDINANCE (EMERGENCY), dated 04/22/2021, submitted by Mayor John Cranley, from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x203xARP006, "Mt. Airy Trails Expansion," for the purpose of providing funds to the Cincinnati Parks Department to expand the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy; and Authorizing the appropriation of the sum of \$1,800,000 from the American Rescue Plan grant project account no. 469x203xARP006, "Mt. Airy Trails Expansion," for the purpose of providing funds to the Cincinnati Parks Department to expand the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy.

**Sponsors:** Cranley

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

30. [202101546](#) ORDINANCE (EMERGENCY), dated 04/22/2021, submitted by Mayor John Cranley, from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x203xARP005, "Trail Expansion Project," for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage; and AUTHORIZING the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x203xARP005, "Trail Expansion Projects," for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage.

**Sponsors:** Cranley

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

31. [202101547](#) ORDINANCE, (EMERGENCY), dated 04/22/2021, submitted by Mayor John Cranley, from Andrew W. Garth, City Solicitor, AUTHORIZING the establishment of American Rescue Plan grant project account no. 469x232xARP007, "Oasis Trail," for the purpose of providing funds to the Department of Transportation and Engineering for the Oasis Trail, which will be a five-mile rails-to trails recreational path that links downtown Cincinnati to a network of other regional bike trails; and AUTHORIZING the appropriation of the sum of \$3,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP007, "Oasis Trail," for the purpose of providing funds to the Department of Transportation and Engineering for development of the Oasis Trail, which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails.

**Sponsors:** Cranley

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

ADJOURNMENT

2021 01534

Date: April 22, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Ordinance – Repeal of Residential Parking Permit Bellevue Ave**

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Transmitted herewith is an ordinance captioned as follows:

**REPEALING** Ordinance No. 390-2020 in order to revoke the designation of Bellevue Avenue from William H. Taft Road to Oak Street located in the Corryville neighborhood as a Residential Parking Permit Area.

AWG/JRS/(Ink)  
Attachment  
336832

City of Cincinnati

JRS

AWB

An Ordinance No. \_\_\_\_\_ - 2021

REPEALING Ordinance No. 390-2020 in order to revoke the designation of Bellevue Avenue from William H. Taft Road to Oak Street located in the Corryville neighborhood as a Residential Parking Permit Area.

WHEREAS, Council has determined that it is appropriate to revoke the designation of Bellevue Avenue from William H. Taft Road to Oak Street as a Residential Parking Permit Area ("RPPA") upon finding that the RPPA designation has inconvenienced the residents of Bellevue Avenue and that the designation is no longer necessary to promote public safety, welfare, and convenience; now, therefore,

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

Section 1. That Ordinance No. 390-2020 is hereby repealed, and accordingly the designation of Bellevue Avenue from William H. Taft Road to Oak Street located in the Corryville neighborhood as a Residential Parking Permit Area is hereby revoked.

Section 2. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance.

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

Passed: \_\_\_\_\_, 2021

John Cranley, Mayor

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

April 21, 2021

**To:** Mayor and Members of City Council 202101449  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Ordinance – FY 2020 Assistance to Firefighters Grant (AFG)

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$95,035 from the Department of Homeland Security, Federal Emergency Management Agency FY 2020 Assistance to Firefighters Grant Program (CFDA No. 97.044) to Fire Grants Fund 472 for the purpose of funding the purchase of a gear washer and extractor and six gear drying cabinets for the Cincinnati Fire Department.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$95,035 from the Department of Homeland Security, Federal Emergency Management Agency FY 2020 Assistance to Firefighters Grant Program (CFDA No. 97.044) to Fire Grants Fund 472 for the purpose of funding the purchase of a gear washer and extractor and six gear drying cabinets for the Cincinnati Fire Department.

This grant requires a local match of \$8,639.55, which will be provided from Cincinnati Fire Department General Fund Operating Budget account no. 050x272x7200. There are no additional FTE associated with the grant.

This Ordinance is in accordance with the “Live” goal to “create a more livable community” as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Christopher A. Biggam, Assistant City Manager  
Karen Alder, Finance Director

Attachment





# City of Cincinnati

AEP *AWG*

## An Ordinance No. \_\_\_\_\_ - 2021

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$95,035 from the Department of Homeland Security, Federal Emergency Management Agency FY 2020 Assistance to Firefighters Grant Program (CFDA No. 97.044) to Fire Grants Fund 472 for the purpose of funding the purchase of a gear washer and extractor and six gear drying cabinets for the Cincinnati Fire Department.

WHEREAS, a grant of up to \$95,035 is available from the Department of Homeland Security, Federal Emergency Management Agency FY 2020 Assistance to Firefighters Grant Program to fund the purchase of a gear washer and extractor and six gear drying cabinets for the Cincinnati Fire Department; and

WHEREAS, the Cincinnati Fire Department intends to use these resources to purchase a gear washer and extractor and six gear drying cabinets; and

WHEREAS, the grant requires a local match of up to \$8,639.55, which will be provided by Cincinnati Fire Department General Fund Operating Budget account no. 050x272x7200; and

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

WHEREAS, the Cincinnati Fire Department already applied for the grant to meet the February 12, 2021 deadline, but no grant funding will be accepted until approved by City Council; and

WHEREAS, funding new equipment for the Cincinnati Fire Department is in accordance with the "Live" goal to "Create a more livable community," as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant of up to \$95,035 from the Department of Homeland Security, Federal Emergency Management Agency FY 2020 Assistance to Firefighters Grant Program (CFDA No. 97.044) to



Fire Grants Fund 472 for the purpose of funding the purchase of a gear washer and extractor and six gear drying cabinets for the Cincinnati Fire Department.

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

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

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

April 21, 2020

To: Mayor and Members of City Council

202101475

From: Paula Boggs Muething, City Manager

Subject: **LEED CRA TAX EXEMPTION FOR MELROSE IHNGC LP**

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Attached is an Emergency Ordinance captioned as follows:

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Melrose IHNGC Limited Partnership, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 835-849 Oak Street in the Walnut Hills neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 595 square feet of office space and approximately 26,204 square feet of residential space, consisting of 26 affordable residential rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$3,592,000.

### **BACKGROUND/CURRENT CONDITIONS**

Melrose IHNGC Limited Partnership will construct Melrose Place, a 26-unit permanent supportive housing project at 835-849 Oak Street in the Walnut Hills neighborhood. The project will activate seven (7) City-owned lots at 835-847 Oak Street that have been vacant for at least 20 years and will be transferred to the developer. Additionally, the project will require the demolition of one blighted residential structure at 849 Oak, which is controlled by the developer and has been vacated and all residents relocated. In September 2020, the City awarded the project a loan of \$400,000 in HOME funding from the City's Notice of Funding Availability (NOFA) program. Ohio Housing Finance Agency (OHFA) awarded the project Low Income Housing Tax Credits (LIHTC) in 2020.

## **DEVELOPER INFORMATION**

Melrose IHNGC LP is owned by Interfaith Hospitality Network of Greater Cincinnati (IHNGC), a Cincinnati-based social service organization that provides support for families experiencing homelessness. IHNGC has served the Cincinnati community since 1991, but this is their first project as developer. IHNGC is partnering with co-developer the Model Group, a Cincinnati-based real estate developer, throughout construction. Model Group has completed numerous projects as developer and general contractor, including over 50 LIHTC projects such as Cincinnati Scholar House and Carrie's Place.

## **PROJECT DESCRIPTION**

Melrose Place will consist of the new construction of a four-story residential structure containing 26 units of permanent supportive housing. This project is unique in that it will target full families experiencing homelessness that have a household member with a disabling condition. In 2019, 65 families were qualified for permanent supportive housing but only 12 were placed in specialized units due to lack of availability. Melrose Place will increase the City's supply of these much needed permanent supportive housing units and IHNGC will offer all residents wraparound social services, such as on-site mental health counseling, case management services, and specialized support for children to help families stabilize and thrive in permanent housing.

The building will be constructed to LEED Gold specifications and include counseling offices, an all-purpose room, and parking on site. The 26 total units will include three (3) one-bedrooms, 13 two-bedrooms, and ten (10) three-bedrooms. These larger unit sizes will allow full families that are experiencing homelessness to stay together. Three (3) units will be affordable at 30% Area Median Income (AMI), five (5) at 50% AMI, and 18 at 60% AMI. Total rents are projected at \$775 for one-bedrooms, \$911 for two-bedrooms, and \$1,185 for three-bedrooms, but all units' rents will be subsidized by the Department of Housing and Urban Development so that tenants will pay no more than 30% of their household income on housing costs.

Total project cost is projected at \$6.3 million with construction cost at approximately \$3.6 million. Melrose Place will attract \$5.5 million in LIHTC equity, a \$300,000 Housing Development Assistance Program grant from OHFA, and approximately \$110,000 in developer equity.

Construction will be completed in 16 months and will support the creation of 90 temporary construction jobs with a total annual payroll of \$1.7 million. The project will create at least two (2) permanent on-site jobs in case management and facilities management generating \$117,823 in annual payroll.

Melrose Place achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability.

Additionally, the project accomplishes Plan Cincinnati's Live Goal 2 (pages 156-163) of creating a more livable community by activating property that has long been vacant in the Walnut Hills neighborhood.

On February 7, 2020, the Walnut Hills Area Council voted in support of this project. On August 7, 2020, City Planning Commission approved the sale of the City-owned property at 835-847 Oak Street and on September 16, 2020, City Council approved the sale of the property to Melrose IHNGC LP.

### **PROPOSED INCENTIVE**

DCED is recommending a 15-year, net 52% CRA tax exemption based on the project's LEED Gold Certification level, 15% VTICA contribution, and financial underwriting. Pursuant to the Commercial CRA policy established by City Council, this project scored 14 points on the Neighborhood CRA scorecard as indicated below, which would merit a 15-year net 52% CRA Tax Abatement:

"But For" Analysis (0-3 points) *	3
LEED (0-6 points)	3
Neighborhood VTICA (1 point for contributions over 1% but less than 15% and 8 points for contributions of 15% or more)	8
<b>TOTAL</b>	<b>14</b>

\* *"But For" Analysis Explanation:* 3 points were awarded for the following reasons:

- Due to the deep affordability requirements and increased operating expenses, the project will operate on a thin margin over its 15-year LIHTC compliance period.
- Without the CRA tax abatement, cash flow will be greatly reduced, and the project may not sustain operating expenses required for supportive services.

<b>SUMMARY</b>	
<b>Incentive Value</b>	
Annual Net Abatement (Savings to Developer)	\$12,290
<b>Total Term Net Abatement (Savings to Developer)</b>	<b>\$184,346</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$45,754</b>
<b>Public Benefit</b>	
CPS PILOT	
Annual CPS Pilot	\$7,799
<b>Total Term CPS PILOT</b>	<b>\$116,989</b>

VTICA	
Annual VTICA	\$3,545
Total Term VTICA PILOT	<b>\$53,177</b>
Income Tax (Max)	<b>\$85,274</b>
New Permanent Jobs	2
<b>Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)</b>	<b>\$255,440</b>
Affordable Housing Units (at or below 60% AMI)	26
Total Public Benefit ROI	\$1.39
City's ROI	\$5.58

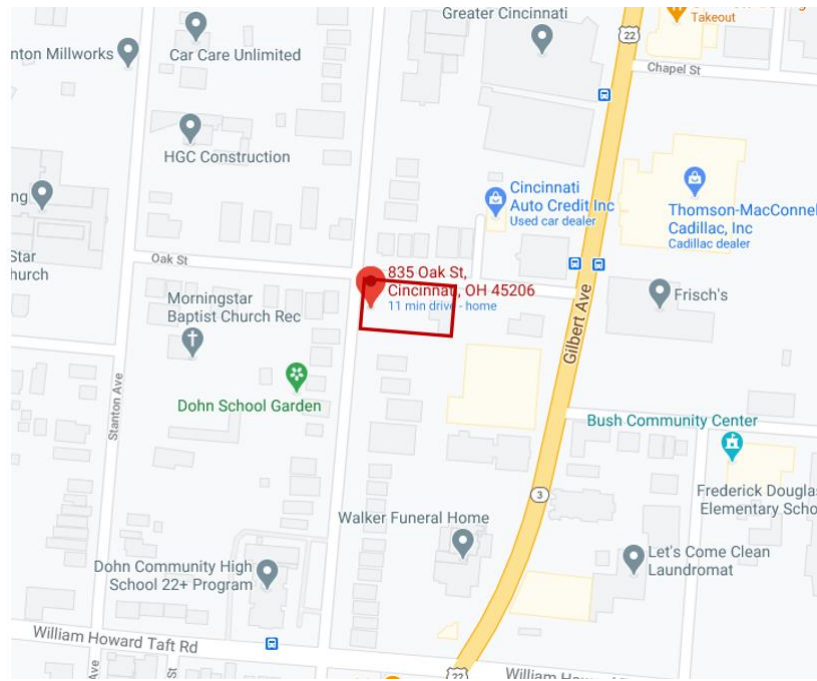
### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. This Ordinance is an emergency in nature so that the developer can adhere to a strict construction timeline, which will allow units to be placed in service by LIHTC deadlines.

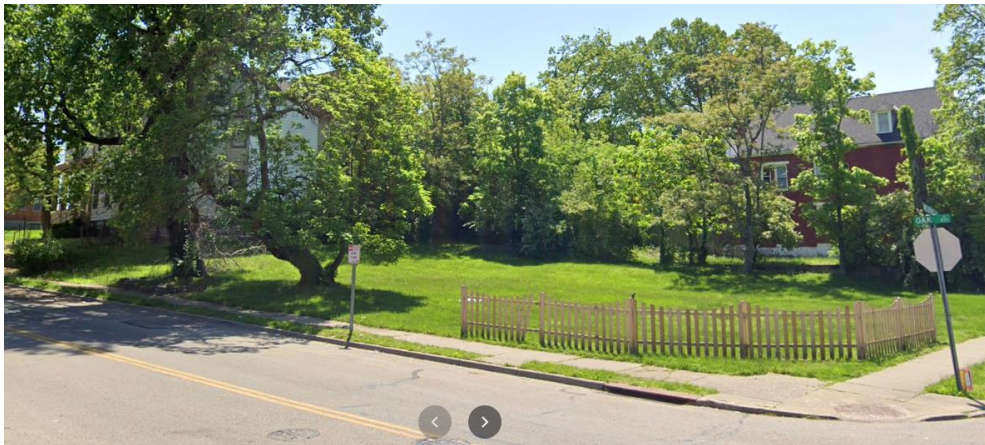
Attachment: A. Property location and photographs

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

**Attachment A: Location and Photographs**



*Property Location, 835-849 Oak Street*



*Existing Site*



*Development Rendering*

EMERGENCY

City of Cincinnati

TJL

AWB

An Ordinance No. \_\_\_\_\_ - 2021

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Melrose IHNGC Limited Partnership, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 835-849 Oak Street in the Walnut Hills neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 595 square feet of office space and approximately 26,204 square feet of residential space, consisting of 26 affordable residential rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$3,592,000.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati 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 Sections 3735.65 through 3735.70 (the “Statute”); and

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

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design (“LEED”) standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, “LBC” standards), all pursuant to the Statute; 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, Melrose IHNGC Limited Partnership (the “Company”) desires to construct a new building comprised of approximately 595 square feet of office space and approximately 26,204 square feet of residential space, consisting of 26 affordable residential rental units on real

property at 835-849 Oak Street located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (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 (LEED or Living Building Challenge)*, 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% 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% of the exempt real property taxes; 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 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and 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; 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 (LEED or Living Building Challenge)* with Melrose IHNGC Limited Partnership (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 835-849 Oak Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of a new building comprised of approximately 595 square feet of office space and approximately 26,204 square feet of residential space, consisting of 26 affordable residential rental units, to be constructed in



compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$3,592,000.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) 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 construction described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

**Attachment A to Ordinance**

**Community Reinvestment Area Tax Exemption Agreement**  
**(LEED or Living Building Challenge)**

**SEE ATTACHED**

Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

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"), and MELROSE IHNGC LIMITED PARTNERSHIP, an Ohio limited partnership (the "Company").

Recitals:

- A. [The City and the Company are parties to a certain *Property Sale and Development Agreement* dated \_\_\_\_\_, 2021 (the "Development Agreement") and a *Funding Agreement* dated \_\_\_\_\_, 2021 (the "Funding Agreement"). Pursuant to the Development Agreement, the City agreed to convey a portion of the Property (as defined below) to the Company and, pursuant to the Funding Agreement, agreed to provide the Company 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 (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. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- F. The Company is the sole owner of certain real property within the City, located at 835-849 Oak Street, Cincinnati, Ohio 45206 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. 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.

- G. The Company has proposed the construction of a building located on the Property to LEED Gold standard, 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.
- H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four 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.
- I. 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.
- J. 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 (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- K. 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.
- L. 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.
- M. 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").
- N. 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").
- O. The Company represents that within the past five (5) 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.
- P. 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.
- Q. The Company acknowledges that the Walnut Hills 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 Walnut Hills 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 fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvement and neighborhood services furthering urban redevelopment in the Walnut Hills neighborhood and the other half 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.

- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.
- S. 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 construct a new building on the Property into approximately 26,204 square feet of residential space, consisting of 26 residential rental units which are intended to be rented to individuals and families experiencing homelessness and persons with disabilities, and approximately 595 square feet of office space which is intended to be used for the provision of social services (the "Improvements") at an estimated aggregate cost of \$3,592,000 to commence after the execution of this Agreement and to be completed no later than March 31, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his 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 construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Gold standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Gold standards. 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 construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LEED standards identified in Section 1, 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 construction 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 2024 nor extend beyond the earlier of (i) tax year 2038 or (ii) the end of the fifteenth (15<sup>th</sup>) 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(C)(2), 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(C)(3), 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 5733, 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(C)(4), 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(C)(5), 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.<sup>1</sup>

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.

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<sup>1</sup> 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.

(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 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) 2 full-time permanent jobs, and (ii) 90 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 construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction 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) \$117,823 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$1,720,000 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(C)(6), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the [Development Agreement and 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(C)(7) 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 (E) 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(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), 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 (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 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. As authorized by Ohio Revised Code Section 3735.671(D), 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(E), 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 five (5) 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(E).

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 Company:

Melrose IHNGC Limited Partnership  
Attention: Stacey Burge, Executive Director, IHNGC  
990 Nassau Street,  
Cincinnati, Ohio 45206

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(C)(8), 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(C)(10), 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

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

Date: \_\_\_\_\_, 2021

MELROSE IHNGC LIMITED PARTNERSHIP,  
an Ohio limited partnership

By: Melrose Place GP, LLC  
an Ohio limited liability company,  
its General Partner

By: Interfaith Hospitality Network of  
Greater Cincinnati, Inc.,  
An Ohio non-profit corporation,  
its Manager

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

Printed Name: Stacey Burge

Title: Executive Director

Date: \_\_\_\_\_, 2021

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 8, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, being all of the lands conveyed to City of Cincinnati in O.R. 8784 Pg. 3665 and O.R. 14201 Pg. 2129 and all of parcels IV and V as conveyed to Nassau Avenue Investments LLC in O.R. 13295 Pg. 1051, the boundary of which being more particularly described as follows:

Beginning at a 5/8" iron pin set at the intersection of the east right of way line of Melrose Avenue with the south right of way line of Oak Street;

Thence along said south right of way line, S84°02'13"E a distance of 190.87 feet to the northwest corner of a tract of land conveyed to Navarre Garrone Limited Partnership in O.R. 10446 Pg. 2537, witness a cross notch found lying 0.5 feet north and 0.2 feet west;

Thence along the west line of said Navarre Garrone Limited Partnership tract of land, S10°54'01"W a distance of 98.85 feet to a 5/8" iron pin set in the north line of said Navarre Garrone Limited Partnership tract of land;

Thence along said north line and along the north line of a tract of land conveyed to Anderson Dobbins, James Edward Dobbins, Margaret Dobbins Milliones, Jean Dobbins, Janice Dobbins and Barbara Dobbins in D.B. 3951 Pg. 350, N84°02'13"W a distance of 182.22 feet to a 5/8" iron pin set in the aforementioned east right of way line of Melrose Avenue;

Thence along said east right of way line, N05°52'39"E a distance of 98.48 feet to the Point of Beginning.

Containing 0.422 acres, more or less and being subject to easements, restrictions and rights of way of record.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in June of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**Exhibit B to CRA Agreement**  
**APPLICATION FOR TAX EXEMPTION**

**TO BE ATTACHED**



Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

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”), and MELROSE IHNGC LIMITED PARTNERSHIP, an Ohio limited partnership (the “Company”).

Recitals:

- A. [The City and the Company are parties to a certain *Property Sale and Development Agreement* dated \_\_\_\_\_, 2021 (the “Development Agreement”) and a *Funding Agreement* dated \_\_\_\_\_, 2021 (the “Funding Agreement”). Pursuant to the Development Agreement, the City agreed to convey a portion of the Property (as defined below) to the Company and, pursuant to the Funding Agreement, agreed to provide the Company 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 (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. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design (“LEED”) Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as “LBC” remodeling or construction), may qualify for a longer term and/or greater abatement.
- F. The Company is the sole owner of certain real property within the City, located at 835-849 Oak Street, Cincinnati, Ohio 45206 (the “Property”), as further described in Exhibit A (Legal Description of Property) hereto. 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.

- G. The Company has proposed the construction of a building located on the Property to LEED Gold standard, 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.
- H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four 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.
- I. 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.
- J. 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 (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- K. 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.
- L. 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.
- M. 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").
- N. 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").
- O. The Company represents that within the past five (5) 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.
- P. 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.
- Q. The Company acknowledges that the Walnut Hills 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 Walnut Hills 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 fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvement and neighborhood services furthering urban redevelopment in the Walnut Hills neighborhood and the other half 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.

- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.
- S. 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 construct a new building on the Property into approximately 26,204 square feet of residential space, consisting of 26 residential rental units which are intended to be rented to individuals and families experiencing homelessness and persons with disabilities, and approximately 595 square feet of office space which is intended to be used for the provision of social services (the "Improvements") at an estimated aggregate cost of \$3,592,000 to commence after the execution of this Agreement and to be completed no later than March 31, 2023; *provided, however*, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his 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 construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Gold standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Gold standards. 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 construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LEED standards identified in Section 1, 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 construction 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 2024 nor extend beyond the earlier of (i) tax year 2038 or (ii) the end of the fifteenth (15<sup>th</sup>) 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(C)(2), 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(C)(3), 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 5733, 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(C)(4), 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(C)(5), 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.<sup>1</sup>

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.

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<sup>1</sup> 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.

(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 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) 2 full-time permanent jobs, and (ii) 90 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 construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction 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) \$117,823 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$1,720,000 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(C)(6), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the [Development Agreement and 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(C)(7) 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 (E) 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(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), 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 (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 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. As authorized by Ohio Revised Code Section 3735.671(D), 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(E), 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 five (5) 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(E).

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 Company:

Melrose IHNGC Limited Partnership  
Attention: Stacey Burge, Executive Director, IHNGC  
990 Nassau Street,  
Cincinnati, Ohio 45206

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(C)(8), 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(C)(10), 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

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

Date: \_\_\_\_\_, 2021

MELROSE IHNGC LIMITED PARTNERSHIP,  
an Ohio limited partnership

By: Melrose Place GP, LLC  
an Ohio limited liability company,  
its General Partner

By: Interfaith Hospitality Network of  
Greater Cincinnati, Inc.,  
An Ohio non-profit corporation,  
its Manager

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

Printed Name: Stacey Burge

Title: Executive Director

Date: \_\_\_\_\_, 2021

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 8, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, being all of the lands conveyed to City of Cincinnati in O.R. 8784 Pg. 3665 and O.R. 14201 Pg. 2129 and all of parcels IV and V as conveyed to Nassau Avenue Investments LLC in O.R. 13295 Pg. 1051, the boundary of which being more particularly described as follows:

Beginning at a 5/8" iron pin set at the intersection of the east right of way line of Melrose Avenue with the south right of way line of Oak Street;

Thence along said south right of way line, S84°02'13"E a distance of 190.87 feet to the northwest corner of a tract of land conveyed to Navarre Garrone Limited Partnership in O.R. 10446 Pg. 2537, witness a cross notch found lying 0.5 feet north and 0.2 feet west;

Thence along the west line of said Navarre Garrone Limited Partnership tract of land, S10°54'01"W a distance of 98.85 feet to a 5/8" iron pin set in the north line of said Navarre Garrone Limited Partnership tract of land;

Thence along said north line and along the north line of a tract of land conveyed to Anderson Dobbins, James Edward Dobbins, Margaret Dobbins Milliones, Jean Dobbins, Janice Dobbins and Barbara Dobbins in D.B. 3951 Pg. 350, N84°02'13"W a distance of 182.22 feet to a 5/8" iron pin set in the aforementioned east right of way line of Melrose Avenue;

Thence along said east right of way line, N05°52'39"E a distance of 98.48 feet to the Point of Beginning.

Containing 0.422 acres, more or less and being subject to easements, restrictions and rights of way of record.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in June of 2020 under the direct supervision of Matthew D. Hadedank, Ohio Professional Surveyor No. 8611.

**Exhibit B to CRA Agreement**  
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

April 21, 2021

To: Mayor and Members of City Council 202101476  
From: Paula Boggs Muething, City Manager  
Subject: **COMMUNITY REINVESTMENT AREA TAX EXEMPTION  
AGREEMENT FOR MKRB1, LLC.**

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Attached is an Emergency Ordinance captioned as follows:

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with MKRB 1 LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1646 Vine Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building into approximately 1,200 square feet of commercial retail space and approximately 5,250 square feet of residential space, consisting of 8 apartments, at a total remodeling cost of approximately \$138,480.

### **BACKGROUND/CURRENT CONDITIONS**

This property is a multi-story building in the Over-the-Rhine neighborhood of Cincinnati. It is within the OTR Historic District. The property is located north of Liberty Street, adding affordable units to the neighborhood. The Developer submitted a CRA application to DCED requesting assistance in the redevelopment of this property.

### **DEVELOPER INFORMATION**

MKRB1, LLC. is a small business owned by Robel Abraham. Mr. Abraham has been renovating residential properties for the last seven years and also owns a property at 18 W. Elder Street, which will also be renovated in 2021.

### **PROJECT DESCRIPTION**

Once completed, this project will consist of 8 apartment units and approximately 1,200 square feet of commercial space. Rent will range between \$800-\$1,000 per

month depending on the square footage of the unit. In connection with this project, it is estimated that 3 temporary construction jobs are created at a total annual payroll of \$138,480.

This project is consistent with several of Plan Cincinnati's goals including the City's goal to remain competitive economically, and the City's goal to be good stewards of its resources—both built and environmental.

### **PROPOSED INCENTIVE**

The Ordinance provides for a 100% (net 52%), 15-year CRA tax exemption for this property. The exemption applies only to the increase in value of the building attributable to the project improvements. Pursuant to the Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms.

The administration is recommending a 15 year CRA term to allow for the project to secure adequate construction and permanent financing using the realized savings. This project will result in a more vibrant mixed-use district along the Vine street corridor and bring much needed housing to the northern section of Over the Rhine.

<b>SUMMARY</b>	
<b>Forgone Public Benefit if Project Does not Proceed</b>	
CPS PILOT (Forgone New Revenue)	(\$11,950)
VTICA (Forgone New Revenue)	(\$5,432)
Income Tax (Forgone New Revenue)	(\$2,908)
<b>Total Public Benefit Lost</b>	<b>(\$20,289)</b>
<b>Incentive Value</b>	
Annual Net Incentive to Developer	\$1,255
<b>Total Term Incentive to Developer</b>	<b>\$18,830</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$4,673</b>
<b>Public Benefit</b>	
CPS PILOT	
Annual CPS Pilot	\$797
<b>Total Term CPS PILOT</b>	<b>\$11,950</b>
VTICA	
Annual VTICA	\$362
<b>Total Term VTICA</b>	<b>\$5,432</b>
Income Tax (Max)	<b>\$2,908</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>	<b>\$20,289</b>
Total Public Benefit ROI*	\$1.08
City's ROI*	\$4.34



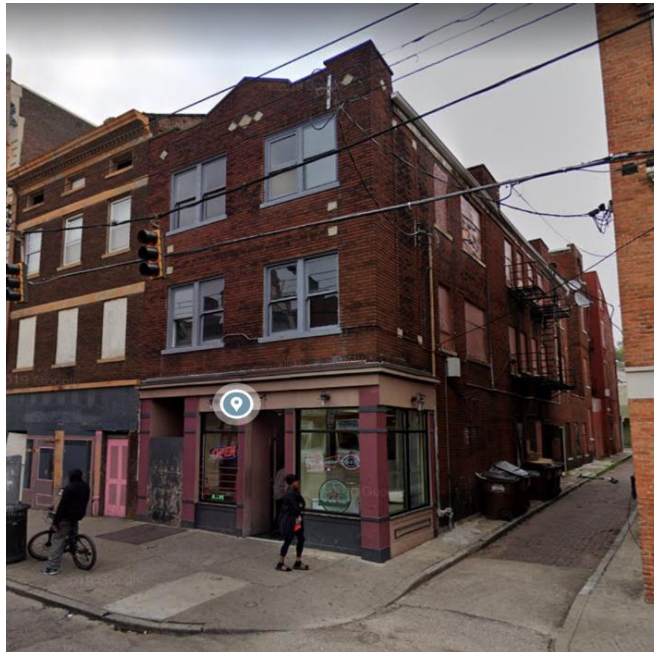
## **RECOMMENDATION**

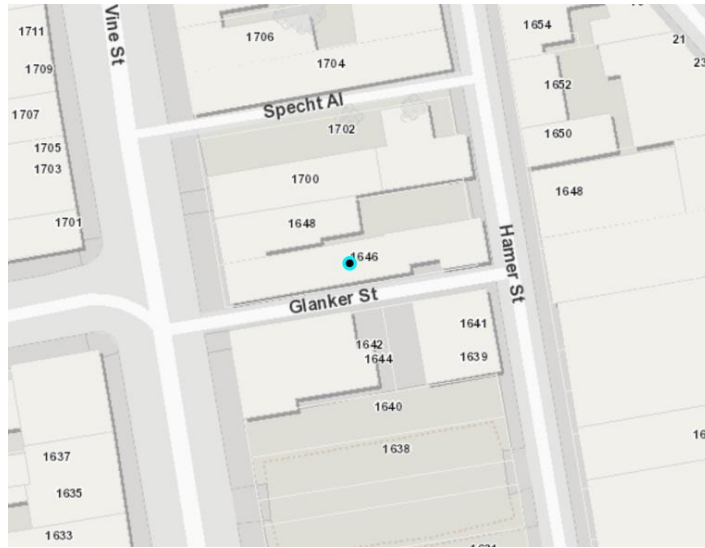
The Administration recommends approval of this Emergency Ordinance. The emergency clause in the Ordinance is required for the developer to maintain a strict project schedule.

Attachment: A. Property location and photographs

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

### **Attachment A: Location and Photographs**





EMERGENCY

City of Cincinnati

DSC *AWB*

An Ordinance No. \_\_\_\_\_ - 2021

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with MKRB 1 LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1646 Vine Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building into approximately 1,200 square feet of commercial retail space and approximately 5,250 square feet of residential space, consisting of 8 apartments, at a total remodeling cost of approximately \$138,480.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati 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 (“ORC”) Sections 3735.65 through 3735.70 (the “Statute”); and

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this 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, MKRB 1 LLC (the “Company”) desires to remodel the existing building located on real property at 1646 Vine Street located within the corporate boundaries of the City of Cincinnati into approximately 1,200 square feet of commercial retail space and approximately 5,250 square feet of residential space, consisting of 8 apartments (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% 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% of the exempt real property taxes; 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 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; 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 ORC 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 MKRB 1 LLC (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 1646 Vine Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing building into approximately 1,200 square feet of commercial retail space and approximately 5,250 square feet of residential space, consisting of 8 apartments, to be completed at a total construction cost of approximately \$138,480.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

- (iv) 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 of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

**Attachment A to Ordinance**

**CRA Tax Exemption Agreement**

**SEE ATTACHED**

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"), and MKRB 1 LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. 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").
- B. 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.
- C. 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 (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.
- D. The Company is the sole owner of certain real property within the City, located at 1646 Vine Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. 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.
- E. The Company has proposed to remodel 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.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four 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.
- G. 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.
- H. 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 (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to

the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

- I. 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.
- J. 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.



- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.
- S. 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 the existing building into approximately 1,200 square feet of commercial retail space and approximately 5,250 square feet of residential space consisting of 8 apartments on the Property (the "Improvements") at an estimated aggregate cost of \$138,480 to commence after the execution of this Agreement and to be completed no later than June 1, 2022; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his 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 one hundred percent (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 fifteen (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 (D) 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 2022 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 15<sup>th</sup> 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(C)(2), 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(C)(3), 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 5733, 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(C)(4), 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(C)(5), 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.<sup>1</sup>

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 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

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<sup>1</sup> 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.

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 3 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.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$138,480 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(C)(6), if the Company materially fails to fulfill its obligations under this 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(C)(7) 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 (E) 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(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), 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 (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 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 in order to support streetcar operations. 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. As authorized by Ohio Revised Code Section 3735.671(D), 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(E), 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 five (5) 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(E).

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 Company:

MKRB 1 LLC  
1646 Vine Street  
Cincinnati, Ohio 45202  
Attn: Musie Abraham Habtegiorgis

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, Ohio 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(C)(8), 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(C)(10), 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

MKRB 1 LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

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

Date: \_\_\_\_\_, 2021

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

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

Date: \_\_\_\_\_, 2021

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 the City of Cincinnati and being the south one-half of Lot 35 of the Northern Liberties, as laid out by James Findlay as per plat recorded in Deed Book R-2, page 334, Hamilton County Registrar's Office, said south one-half of said Lot 35 fronting 20ft. On the east side of Vine Street and extending back eastwardly along the north line of First Alley 120 ft. to Hamer Street.**

Auditor's Parcel No.: 094-0007-0021-00  
Address: 1646 Vine Street, Cincinnati, Ohio 45202

**Exhibit B to CRA Agreement**  
**APPLICATION FOR TAX EXEMPTION**

**TO BE ATTACHED**

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"), and MKRB 1 LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. 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").
- B. 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.
- C. 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 (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.
- D. The Company is the sole owner of certain real property within the City, located at 1646 Vine Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. 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.
- E. The Company has proposed to remodel 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.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four 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.
- G. 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.
- H. 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 (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to

the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

- I. 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.
- J. 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) 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.
- N. 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.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.
- S. 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 the existing building into approximately 1,200 square feet of commercial retail space and approximately 5,250 square feet of residential space consisting of 8 apartments on the Property (the "Improvements") at an estimated aggregate cost of \$138,480 to commence after the execution of this Agreement and to be completed no later than June 1, 2022; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his 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 one hundred percent (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 fifteen (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 (D) 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 2022 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 15<sup>th</sup> 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(C)(2), 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(C)(3), 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 5733, 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(C)(4), 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(C)(5), 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.<sup>1</sup>

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 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

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<sup>1</sup> 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.

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 3 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.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$138,480 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(C)(6), if the Company materially fails to fulfill its obligations under this 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(C)(7) 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 (E) 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(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), 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 (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 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 in order to support streetcar operations. 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. As authorized by Ohio Revised Code Section 3735.671(D), 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(E), 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 five (5) 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(E).

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 Company:

MKRB 1 LLC  
1646 Vine Street  
Cincinnati, Ohio 45202  
Attn: Musie Abraham Habtegiorgis

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, Ohio 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(C)(8), 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(C)(10), 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

MKRB 1 LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

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

Date: \_\_\_\_\_, 2021

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

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

Date: \_\_\_\_\_, 2021

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 the City of Cincinnati and being the south one-half of Lot 35 of the Northern Liberties, as laid out by James Findlay as per plat recorded in Deed Book R-2, page 334, Hamilton County Registrar's Office, said south one-half of said Lot 35 fronting 20ft. On the east side of Vine Street and extending back eastwardly along the north line of First Alley 120 ft. to Hamer Street.**

Auditor's Parcel No.: 094-0007-0021-00  
Address: 1646 Vine Street, Cincinnati, Ohio 45202

**Exhibit B to CRA Agreement**  
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Date: April 21, 2021

To: Mayor and Members of City Council 202101477  
From: Paula Boggs Muething, City Manager  
Subject: EMERGENCY ORDINANCE – LEASE A PORTION OF GOODMAN STREET,  
HIGHTLAND AVENUE, AND OTHER REAL PROPERTY TO UC HEALTH, LLC

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Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Lease Agreement* with UC Health, LLC, pursuant to which the City will lease for up to sixty-two years a portion of Goodman Street located west of Burnet Avenue, a portion of Highland Avenue located north of Piedmont Avenue, and certain other real property used for transportation purposed in the Corryville neighborhood.

The City owns certain real property known as Goodman Street located west of Burnet Avenue and Highland Avenue located north of Piedmont Avenue in Corryville (the “Property”). UC Health, LLC owns property adjacent to the Property and has requested to lease the Property.

The City has determined the Lease Area is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease and leasing the area to UC Health, LLC is not adverse to the City’s retained interest in the Lease Area.

The fair market value of the Lease Area is approximately \$20,000 per year, however, in consideration of UC Health, LLC assuming responsibility for the maintenance and repair of the Property at its sole cost, the City is agreeable to lease the Property to UC Health for \$1.00/year.

The City Planning Commission approved the lease at its meeting on April 16, 2021.

The reason for the emergency is the immediate need to enable the immediate need to enable the parties to execute the *Lease Agreement* without delay, thereby permitting UC Health to assume control of the Property immediately to undertake construction and minimize access-related disruptions to the University Hospital Emergency Department.

The Administration recommends passage of the attached ordinance.

Attachment I – Lease Agreement

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

EMERGENCY

City of Cincinnati

CHM *AWB*

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the City Manager to execute a *Lease Agreement* with UC Health, LLC, pursuant to which the City will lease for up to sixty-two years a portion of Goodman Street located west of Burnet Avenue, a portion of Highland Avenue located north of Piedmont Avenue, and certain other real property used for transportation purposes in the Corryville neighborhood.

WHEREAS, the City owns certain real property identified as Hamilton County, Ohio Auditor's Parcel Identification No.: 104-0001-0259-00 (-259, -260, and -261 consolidated) which is used for transportation purposes and certain additional real property designated as public right-of-way, respectively known as Goodman Street located west of Burnet Avenue and as Highland Avenue located north of Piedmont Avenue in Corryville, which property is more particularly depicted in the *Lease Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), and which Property is under the management of the Department of Transportation and Engineering ("DOT"); and

WHEREAS, the City owns certain real property located adjacent to the Property commonly known as University Hospital, which property UC Health, LLC, an Ohio limited liability company ("UC Health"), leases from the City; and

WHEREAS, UC Health desires to lease the Property from the City to close certain portions of the right of way to construct entryway improvements to the University Hospital Emergency Department and to improve vehicular and pedestrian access around and to the University Hospital Emergency Department; and

WHEREAS, the City Manager, in consultation with DOT, has determined that (i) the Property, including those portions of the Property on which UC Health proposes to construct improvements, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, (ii) there is good cause to close certain portions of the Property, and the closure of those portions of the Property and the lease of the Property to UC Health will not be detrimental to the general interest, and (iii) leasing the Property to UC Health is not adverse to the City's retained interest in the Property; and

WHEREAS, the City's Real Estate Services Division has determined by appraisal that the fair market rental value of the Lease Area is approximately \$20,000 per year, however, in consideration of UC Health assuming responsibility for the maintenance and repair of the Property at its sole cost, the City is agreeable to lease the Property to UC Health for \$1.00/year; and

WHEREAS, Monica D. Kohnen, Esq., a reputable attorney practicing in Hamilton County, Ohio, has delivered to the City an Attorney Certificate of Title certifying that the owners of all the real property abutting the Property are as follows: (i) University of Cincinnati Medical Center, LLC, an Ohio limited liability company, (ii) the City, (iii) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children), (iv) the State of Ohio, for the use and benefit of the University of Cincinnati, and (v) UC Health, and the City has received the written consent from all necessary abutters to the lease of the Property to UC Health; and

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

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on April 16, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Lease Agreement* with UC Health, LLC, an Ohio limited liability company (“UC Health”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for up to sixty-two years certain real property identified as Hamilton County, Ohio Auditor’s Parcel Identification No.: 104-0001-0259-00 (-259, -260, and -261 consolidated), a portion of public right-of-way commonly known as Goodman Street located west of Burnet Avenue, and a portion of public right-of-way commonly known as Highland Avenue located north of Piedmont Avenue in Corryville, as more particularly depicted in the *Lease Agreement* (the “Property”).

Section 2. That (i) the Property, including those portions of the Property on which UC Health proposes to construct improvements, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, (ii) there is good cause to close certain portions of the Property, and the closure of those portions of the Property and the lease of the Property to UC Health will not be detrimental to the general interest, and (iii) leasing the

Property to UC Health is not adverse to the City's retained interest in the Property.

Section 3. That eliminating competitive bidding in connection with the City's lease of the Property is in the best interest of the City because as a practical matter, no one other than UC Health, an abutting property owner, would have any interest in leasing the Property and assuming responsibility for the maintenance and repair thereof, and UC Health has obtained the consent from all necessary abutting property owners to the Property.

Section 4. That the fair market rental value of the Property, as determined by appraisal by the City's Real Estate Services Division, is \$20,000 per year, however, in consideration of UC Health assuming responsibility for the maintenance and repair of the Property at its sole cost, the City is agreeable to lease the Property to UC Health for \$1.00/year.

Section 5. That the proceeds from the lease 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 lease, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

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

Section 7. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the *Lease Agreement*, including by executing any and all ancillary documents associated with the *Lease Agreement*,

such as amendments or supplements to the *Lease Agreement* deemed by the City Manager to be in the vital and best interests of the City.

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 enable the parties to execute the *Lease Agreement* without delay, thereby permitting UC Health to assume control of the Property immediately to undertake construction and minimize access-related disruptions to the University Hospital Emergency Department.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_

John Cranley, Mayor

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

ATTACHMENT A



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

Property: Goodman Street (west of Burnet Avenue)  
& Highland Avenue (north of Piedmont Avenue)

## LEASE AGREEMENT

This Lease Agreement ("**Lease**") 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 is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **UC Health, LLC**, an Ohio limited liability company, the address of which is 3200 Burnet Avenue, Cincinnati, OH 45229 ("**UC Health**").

### Recitals:

A. The City, as lessor, entered into that certain Lease dated September 12, 1978, with the **Board of Trustees of the University of Cincinnati**, a State university (the "**University**"), as lessee (the "**Original City Lease**"), pursuant to which the City leased to the University certain real property in Hamilton County, Ohio, which is commonly referred to as "University Hospital." The City Lease is recorded at Lease Book 337, Page 455 of the Hamilton County, Ohio Records.

B. The Original City Lease was subsequently supplemented by (i) Lease Supplement dated November 10, 1986 and recorded at Lease Book 355, Page 1078 of the Hamilton County, Ohio Records, (ii) Lease Supplement dated June 23, 1989 and recorded at O.R. Vol. 5040, Page 1497 of the Hamilton County, Ohio Records, and (iii) Lease Supplement dated July 17, 1992 and recorded at O.R. Vol. 5919, Page 1691 of the Hamilton County, Ohio Records (collectively, the "**Lease Supplements**"). The Original City Lease, as supplemented by the Lease Supplements, shall be referred to herein as the "**City Lease**."

C. The University entered into that certain Lease Agreement dated December 23, 1996 (the "**University Hospital Lease**") with University Hospital, Inc., an Ohio non-profit corporation ("**UHI**"), pursuant to which the University assigned to UHI all of its right, title and interest in and to, and its obligations under the City Lease. The Memorandum of Lease and Assignment of Lease for the University Hospital Lease is recorded at O.R. Vol. 7233, Page 1571 of the Hamilton County, Ohio Records.

D. By virtue of the City Lease and University Hospital Lease, the City leases to UC Health for hospital purposes certain property located in the block bounded by Goodman Street, Eden Avenue, Albert Sabin Way, and Burnet Avenue (the "**UC Health Property**").

E. Portions of the UC Health Property abuts the public rights-of-way commonly known as Goodman Street and Highland Avenue, which public rights-of-way are under the management and control of the City's Department of Transportation and Engineering ("**DOT**"). UC Health desires to lease (i) portions of Goodman Street and Highland Avenue, and (ii) that certain parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, all of which is more particularly depicted on Exhibit A (*Site Survey*) and described on Exhibit B (*Legal Description*) hereto (collectively, the "**Leased Premises**") to construct and maintain certain improvements thereon, as more particularly detailed in Section 13 of this Lease and in the Approved DOT Traffic Flow Plans as generally depicted on Exhibit C (the "**Permitted Improvements**"), for the purpose of vehicular and pedestrian ingress and egress to the Emergency Department located on the UC Health Property (the "**Permitted Use**").

F. The City is agreeable to lease to UC Health the Leased Premises finding that it is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

G. UC Health has delivered to the City an Attorney Certificate of Title, substantially in the form attached hereto as Exhibit D, signed by a reputable attorney practicing in Hamilton County, Ohio, certifying that the owners of all the real property abutting the Leased Premises are as follows: (i) University of Cincinnati Medical Center, LLC, an Ohio limited liability company, (ii) the City, (iii) Shriners Hospitals for Children, a {00330504-9}

Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children) ("**Shriners**"), (iv) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University, and (v) UC Health. All necessary abutters to the Leased Premises have executed the Consent to Lease Agreement in the form attached hereto as Exhibit E ("**Consent to Lease Agreement**"), copies of the actual individual Consents to Lease Agreement are attached hereto as Exhibit E-1. In lieu of executing the Consent to Lease Agreement as an abutting property owner, the City's consent to the Lease is evidenced in Ordinance No. \_\_\_\_-2021, passed on \_\_\_\_\_, 2021.

H. Pursuant to Section 723.04, Ohio Revised Code, the City has determined that there is good cause to close certain portions of the Leased Premises to the general public, and that the lease of the Leased Premises to UC Health will not be detrimental to the general interest.

I. Pursuant to Section 331-1, Cincinnati Municipal Code ("**CMC**"), the City has determined (i) that the Leased Premises is not needed for any municipal purpose for the duration of the Lease, (ii) that the portions of the Leased Premises encumbered by the Permitted Improvements are not needed for transportation or other municipal purposes for the duration of the Lease, (iii) leasing the Leased Premises to UC Health is not adverse to the City's retained interest in the Leased Premises, and (iv) that leasing the Leased Premises to UC Health will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way.

J. Pursuant to Section 331-1, CMC, the City has determined that the fair market rental value of the Leased Premises, as determined by appraisal by the City's Real Estate Services Division, is \$20,000/year; however, in consideration of UC Health assuming responsibility for the maintenance and repair of the Leased Premises at its sole cost, the City is agreeable to lease the Leased Premises to UC Health for \$1.00/year.

K. Pursuant to Section 331-5, CMC, the City has determined that eliminating competitive bidding in connection with leasing the Leased Premises is in the best interest of the public because, as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof, and UC Health has obtained the individual Consents to Lease Agreement from all necessary abutting property owners to the Leased Premises.

L. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's lease of the Leased Premises to UC Health at its meeting on April 16, 2021.

M. The City's execution of this Lease was approved by Cincinnati City Council by Ordinance No. \_\_\_\_-2021, passed on \_\_\_\_\_, 2021.

NOW THEREFORE, the parties hereby agree as follows:

1. **Grant.**

(A) **Grant.** The City does hereby lease the Leased Premises to UC Health, and UC Health does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to UC Health are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to UC Health concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Effective Date, UC Health shall accept the Leased Premises in "as is" condition.

(B) **Access by City Departments and Utility Companies.** UC Health shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year), by: (i) DOTE for inspection and other purposes; and (ii) the City's Police and Fire Departments and other emergency vehicles. Pursuant to Section 723.041, Ohio Revised Code, all affected public utilities, including without limitation Greater Cincinnati Water Works ("**GCWW**"), Metropolitan Sewer District of Greater Cincinnati ("**MSD**"), Duke Energy ("**Duke**"), and {00330504-9}

Cincinnati Bell, shall have the right to access the Leased Premises at any time for the inspection, operation, maintenance, repair or replacement of any and all existing underground and overhead utility facilities located within the Leased Premises. If UC Health's use of the Leased Premises causes damage to existing utility facilities belonging to a utility provider, UC Health shall immediately notify the appropriate utility provider. All costs of repairing such damage caused by UC Health (and not utility providers), including without limitation, all costs of replacing any damaged utility facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by UC Health and shall be payable by UC Health within thirty (30) days after UC Health receives documentation substantiating such costs. If any utility provider damages or must remove any improvements installed by UC Health within the Leased Premises in connection with its inspection, operation, maintenance, repair or replacement of its existing utility facilities in the area, UC Health shall be solely responsible for all costs associated with the repair, replacement or relocation of the Permitted Improvements.

**2. Term.**

(A) **Initial Term.** The initial term ("**Initial Term**") of this Lease shall commence on the Effective Date and shall continue through July 31, 2053 (the "**Expiration Date**"), unless extended or sooner terminated as herein provided. The City shall deliver possession of the Leased Premises to UC Health on the Effective Date. Notwithstanding the foregoing, the City shall have the right to terminate this Lease at any time by giving UC Health no less than 30 days written notice, if the City determines that the Leased Premises are needed for transportation or any other municipal purpose; provided, however, that UC Health and the City may negotiate in good faith to delay the termination of the Lease for up to 12 months to avoid any unreasonable disruptions to UC Health's business operations, which delay may be granted by the City at the sole discretion of the City.

(B) **Extension Term.** Provided that (i) on the Expiration Date UC Health is not in default under this Lease beyond any applicable notice and cure period provided for herein, and (ii) UC Health has not notified the City in writing that UC Health does NOT wish to extend the Term (a "**Notice of Non-Renewal**"), the Initial Term of this Lease shall automatically be extended for one (1) renewal period of thirty (30) years (the "**Extension Term**") upon the same terms, covenants and conditions set forth in this Lease. UC Health may exercise its option NOT to extend the Lease as set forth herein by delivering a Notice of Non-Renewal to the City not less than one (1) year before the expiration of the Initial Term. As used herein, the "**Term**" of this Lease means the Initial Term and, if applicable, the Extension Term.

**3. Rent.**

(A) **Base Rent.** On or before the Effective Date, UC Health shall pay the City rent for the Leased Premises for the Term, in the amount of \$1.00/year ("**Base Rent**"). The City acknowledges receipt of the full payment of the Base Rent for the Initial Term and the Extension Term.

(B) **Payment.** All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

**4. Permitted Use.** UC Health may use the Leased Premises for the Permitted Use, and for no other purpose unless approved in writing by DOTE. UC Health shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment, except in such quantities as are permitted by law and used for hospital purposes.

**5. Utilities & Other Expenses.** During the Term of this Lease, UC Health shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes and assessments levied against the Leased Premises that become due and payable during the Term (the parties acknowledge that the Leased Premises may currently be tax-exempt), and (iii) any and all other expenses associated with the Leased Premises. *UC Health acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

**6. Maintenance and Repairs.** UC Health shall, at its sole expense, keep and maintain the

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Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs and sidewalks within the Leased Premises. UC Health shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, UC Health shall promptly repair such damage, at its sole expense, to the satisfaction of DOTE. UC Health shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

**7. Alterations.**

**(A) Vehicular/Pedestrian Access.**

(i) *Type and Location of Barriers:* UC Health, at its expense, may modify or otherwise restrict access to the Leased Premises by the general public through the construction or installation of the Permitted Improvements in the approximate locations generally as shown on Exhibit C, provided, however, that UC Health shall have first determined that the Permitted Improvements will not interfere with the rights of utility providers to access, operate, maintain and repair their facilities as described in paragraph 7(B) below.

(ii) *DOTE Approval of Plans:* UC Health shall design and install the Permitted Improvements in accordance with professionally prepared plans and specifications approved in writing by DOTE. UC Health, through a licensed street contractor, shall obtain a street opening permit before installing the Permitted Improvements and shall pay any and all permit fees imposed by DOTE. Before a street opening permit can be issued, UC Health's licensed street contractor shall be required to supply two (2) sets of plans to DOTE showing the location of the Permitted Improvements in relation to street fixtures and the rights of way lines. If the Permitted Improvements includes bollards or structural supports, the plans must show bollard and structural footing and details showing how the bollards or structural supports are to be installed. Retractable bollards must require a key to both raise and lower the bollards.

(iii) *Removal:* At the end of the Term, and unless DOTE requires that the Permitted Improvements remain in place, UC Health shall remove the Permitted Improvements and immediately perform all necessary street and sidewalk restoration under a DOTE street opening permit obtained by a licensed contractor. If UC Health fails to timely remove the Permitted Improvements and complete such restoration to the satisfaction of the City Engineer, the City may do so at UC Health's expense, which amount shall be payable by UC Health within thirty (30) days after UC Health's receipt of a statement from the City indicating the amount due. The foregoing notwithstanding, if this Lease is terminated in connection with UC Health's simultaneous acquisition of title to the Leased Premises from the City, UC Health shall not be required to remove the Permitted Improvements at the end of the Term.

(B) No Liens. UC Health shall not permit any mechanics liens to attach to the Leased Premises in connection with work performed by or at the request of UC Health. Notwithstanding the foregoing, UC Health may file any notices of commencement on UC Health's leasehold interest that UC Health deems necessary or desirable in connection with the construction of the Permitted Improvements on the Leased Premises.

(C) Compliance with Laws. UC Health shall obtain all necessary City inspection permits for work within the Leased Premises performed by UC Health and shall pay all required permit fees. UC Health shall ensure that all work is performed in compliance with all applicable federal, state and local laws, codes, regulations and other governmental requirements.

(D) No Other Alterations or Signs. Upon and after installation of the Permitted Improvements, UC Health shall not (i) make any additional alterations or improvements to the Leased Premises, (ii) install any signs within the Leased Premises that are visible from outside the Leased Premises, (iii) install any new utilities within the Leased Premises, or (iv) remove any existing improvements within the Leased Premises, without obtaining the prior written consent of DOTE. If UC Health proposes to install any permanent-type structures or other improvements within the Leased Premises (including without limitation the Permitted Improvements), UC Health shall also obtain the prior written consent of all utility companies whose utility {00330504-9}

facilities might be affected.

**8. Insurance; Indemnification.**

(A) Insurance. Throughout the Term, UC Health shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as additional insured, and such additional insurance as DOTE or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by UC Health hereunder shall be issued by insurance companies reasonably acceptable to the City. If UC Health constructs any improvements within the Leased Premises, UC Health shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Effective Date and upon request thereafter, UC Health shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Subrogation. All improvements, materials, equipment and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at UC Health's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. UC Health hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of UC Health's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that UC Health shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) Indemnification. UC Health shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages relating to the Leased Premises and accruing during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

**9. Default; Remedies.**

(A) Default. Each of the following shall constitute an event of default by UC Health under this Lease:

- (i) If UC Health fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than thirty (30) days after UC Health receives written notice thereof from the City; or
- (ii) If UC Health fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than thirty (30) days after UC Health receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have occurred if UC Health commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within one hundred eighty (180) days (or such longer period as may be agreed upon by the parties) after UC Health receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if UC Health fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default that continues (i.e., remains uncured) beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving UC Health written notice thereof (by way of clarification, the {00330504-9}

City shall not exercise such termination right if the City shall have previously received written evidence that the default has been cured or that UC Health is diligently pursuing measures to cure), (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of UC Health, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity; all such rights and remedies being cumulative. UC Health shall be liable for all costs and damages suffered or incurred by the City in connection with UC Health's default or the termination of this Lease. UC Health shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with UC Health's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The City's failure to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. If UC Health becomes debarred by the federal, state or local government, the same shall constitute an immediate default of UC Health under this Lease.

**10. Notices.** All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express, UPS or other recognized courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease or at such other address as either party may from time to time specify by notice to the other. A copy of any notice required to be sent to UC Health shall also be sent to: UC Health, 3200 Burnet Avenue, Cincinnati OH 45229, Attention: Office of General Counsel. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If UC Health sends a notice to the City alleging that the City is in default under this Lease, UC Health shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

**11. Surrender; Holdover.**

(A) **Surrender; Holdover.** At the end of the Term, UC Health shall surrender the Leased Premises to the City in the condition in which UC Health is required to maintain the Leased Premises under the terms of this Lease. If UC Health remains in possession of the Leased Premises after the termination date, then, at the City's option, such holdover shall create a tenancy at will on the same terms and conditions as set forth in this Lease except that rent payable during such holdover shall be equal to the then fair market rental value of the Leased Premises as determined by the City's Real Estate Services Division. UC Health shall pay all costs incurred by the City in connection with UC Health's holdover, including without limitation attorneys fees and court costs.

(B) **Removal of Alterations.** If UC Health has made improvements to the Leased Premises during the Term, then, at the end of the Term (and unless UC Health shall have simultaneously acquired title to the Leased Premises from the City), the City shall identify which improvements UC Health shall be required to surrender (at no cost to the City) and which improvements UC Health shall be required to remove. If UC Health fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by UC Health, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and UC Health shall pay all costs incurred by the City in so doing within twenty (20) days after the City's written demand..

**12. General Provisions.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Lease may be amended only by a written amendment signed by both parties hereto. UC Health shall not assign its interests under this Lease or sublet any portion of the Leased Premises without the prior written consent of the City, which consent may not be unreasonably withheld. This Lease shall be binding upon UC Health and its successors and permitted assigns. If UC Health consists of more than one individual or entity, such individuals' or entities' obligations under this Lease are joint and several. This Lease shall not be recorded in the Hamilton County, Ohio Recorder's office. However, the parties may execute and record a memorandum of lease in substantially the form of Exhibit F (Form of Memorandum of Lease) hereto. This Lease shall be governed by the laws of the City of Cincinnati and the State of Ohio.

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13. **Additional Conditions from City's Coordinated Report (CR No. 59-2020).** UC Health shall comply with the following additional terms and conditions:

A. **Greater Cincinnati Water Works.**

(i) **Pre-Construction Phase:** The following are required prior to commencing any grading of the Leased Premises, canopy construction, or work on the public water system facilities or private water branches:

(a) ***Preliminary Application and Construction Plans.*** UC Health has, at no cost to the City, submitted to GCWW a completed preliminary application ("**PA**") (which has been approved by GCWW) and shall, at no cost to the City, submit construction plans stamped by a professional engineer in accordance with the concept plan prepared by The Kleingers Group dated January 18, 2021 ("**Concept Plan**"). UC Health shall make any changes to the PA and Concept Plan as reasonably required by GCWW for approval. The PA and Concept Plan shall include, without limitation, details regarding:

(1) abandoning a portion of the 12" ductile iron water main in the Goodman Street right-of-way between Highland Avenue and the water service branch for the property located at 3229 Burnet Avenue, Cincinnati, Ohio (Shriner's Hospital);

(2) abandoning any service branches connected to the portion of the water main to be abandoned;

(3) applying for and purchasing any branches needed to provide water service to UC Health's facilities; and

(4) installing a new fire hydrant at the new terminus for the water main. The PA and Concept Plan, as approved by GCWW, shall be referred to herein as the "**Approved Water Plans.**"

(b) **Contractor's Bond:** UC Health shall cause its contractor to obtain a Contractor's Bond in accordance with GCWW Rules and Regulations.

(c) UC Health shall cause its contractor to notify GCWW Inspection at 513-591-7870 no less than 48 hours before commencing construction.

(ii) ***Construction Phase:***

(a) UC Health shall cause all construction to be completed in accordance with the Approved Water Plans and all other GCWW requirements.

(b) All construction work in connection with the water main and related appurtenances shall be performed with GCWW on-site inspection and approval. UC Health shall cause its contractor to comply with GCWW requirements, and UC Health shall be responsible for payment of GCWW inspection costs.

(c) All branch, backflow prevention, and meter inspections shall be performed by GCWW before water service can be established.

(iii) ***Costs and Fees:*** UC Health shall be responsible for all applicable permit, application, inspection, and other costs and fees.

- (iv) **Water Main Area.** During the Term, the following terms shall apply to the eastern portion of the Goodman Street right-of-way where the public water main will remain (the "**Water Main Area**"):

The full width of the Water Main Area shall be accessible 24 hours a day, 365 days a year, for water system purposes, including repair, maintenance, operation, replacement, construction or removal of the water main and appurtenances, and related parking and staging. The City shall not be responsible to UC Health for any damage done within the Water Main Area to sod, shrubbery, landscaping, trees, pavement, roadway improvements or other improvements either natural or artificial whether said improvement is now existing or added in the future, by reason of GCWW access to the Leased Premises. The City shall not be responsible to UC Health for damages that may result from disruption or denial of ingress and egress to the Leased Premises or to UC Health's property due to GCWW entry for water system purposes. UC Health shall not build or construct any structure or improvements or place any immovable items or woody landscaping of any kind over or upon the Water Main Area, without the prior written consent of GCWW. UC Health shall not make, or cause to be made, any grade changes of plus or minus one (1) foot over the full width profile of the Water Main Area so as not to impact any present or future GCWW operations.

- (v) Following the abandonment of the portion of the water main and branches in the Leased Area to the west of the Water Main Area (the "**Abandoned Facilities**"), the Abandoned Facilities shall no longer be GCWW public water facilities. UC Health shall take ownership and responsibility for operation, maintenance, repair, and replacement of the Abandoned Facilities during the Term. Any Abandoned Facilities repurposed by UC Health for private water service, as well as the private meter pit, backflow and other private water infrastructure serving UC Health's facilities, shall be operated and maintained by UC Health in accordance with applicable GCWW Rules and Regulations and at no cost to the City. The City disclaims any warranty as to the condition or fitness of any Abandoned Facilities repurposed by UC Health for private water service purposes, and UC Health expressly releases the City from any responsibility for the condition of the Abandoned Facilities.

- B. Department of Transportation and Engineering. UC Health has caused the completion of the traffic analysis being conducted by its consultant. Any recommendations requested by DOTE as a result of said traffic analysis shall be implemented by UC Health.

- C. Metropolitan Sewer District of Greater Cincinnati.

- (i) A public sewer located within the Leased Premises is near proposed permanent structures shown in UC Health's project plans: i.e., EMS Canopy concept in CR 59-2020 such as the Covered EMS Dropoff area, Traffic Gate, Island w/ Columns, and updated within the Kleingers Group letter, dated December 4th, 2020.

- (a) The proposed centerline of column(s) to existing sewer centerline is illustrated as 5.5' +/- . A final pier design, depth, and location are not shown with respect to the existing sewer. A retaining wall separating North and South of Goodman St. is noted, additional details similar to the columns and piers must be submitted to MSD. MSD will need to better understand the method of construction for the column piers and retaining wall.
- (b) A minimum clearance of 13.5' or greater between the bottom of the canopy and the street elevation may be necessary and will be reviewed as design progresses.



(ii) A MSD Excavation and Fill permit, as well as construction bond may be necessary for any construction, construction traffic, earthwork, or any other construction activity over the existing sewers, depending on construction design. Additional requirements will be established by the MSD Excavation and Fill permit based on subsection (i) above, such as the verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing, etc.), depending on the final plan, column/pier and retaining wall loading calculations, and the final location and distance of the column(s) and piers with respect to existing sewer. Such information will be needed from the project to ensure no new loads are exerted on public sewers from proposed permanent structures.

(iii) MSD must maintain access to existing sewers for sewer inspection and flow monitoring or for point repair and other sewer operation and maintenance activities.

D. Duke Energy. Duke Energy has a high pressure gas main on both ends of Goodman Street to which it must have access to maintain.

E. Cincinnati Bell. Cincinnati Bell has existing facilities that 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 the Lease shall be handled entirely at UC Health's expense.

F. Cincinnati Fire Department. The Cincinnati Fire Department must be able to access the Leased Premises at all times.

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

Exhibit A – *Site Survey of Leased Premises*

Exhibit B – *Legal Description of Leased Premises*

Exhibit C – *Permitted Improvements*

Exhibit C-1 – *Approved DOTE Traffic Flow Plans*

Exhibit D – *Form Attorney Certificate of Title*

Exhibit E – *Consent to Lease Agreement*

Exhibit E-1 – *Actual Consents to Lease Agreement*

Exhibit F – *Form Memorandum of Lease*

*SIGNATURE PAGE FOLLOWS*

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

**UC HEALTH, LLC,**  
an Ohio limited liability company

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2021

Approved by:

\_\_\_\_\_  
John Brazina, Director  
Department of Transportation & Engineering

Approved as to Form:

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

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

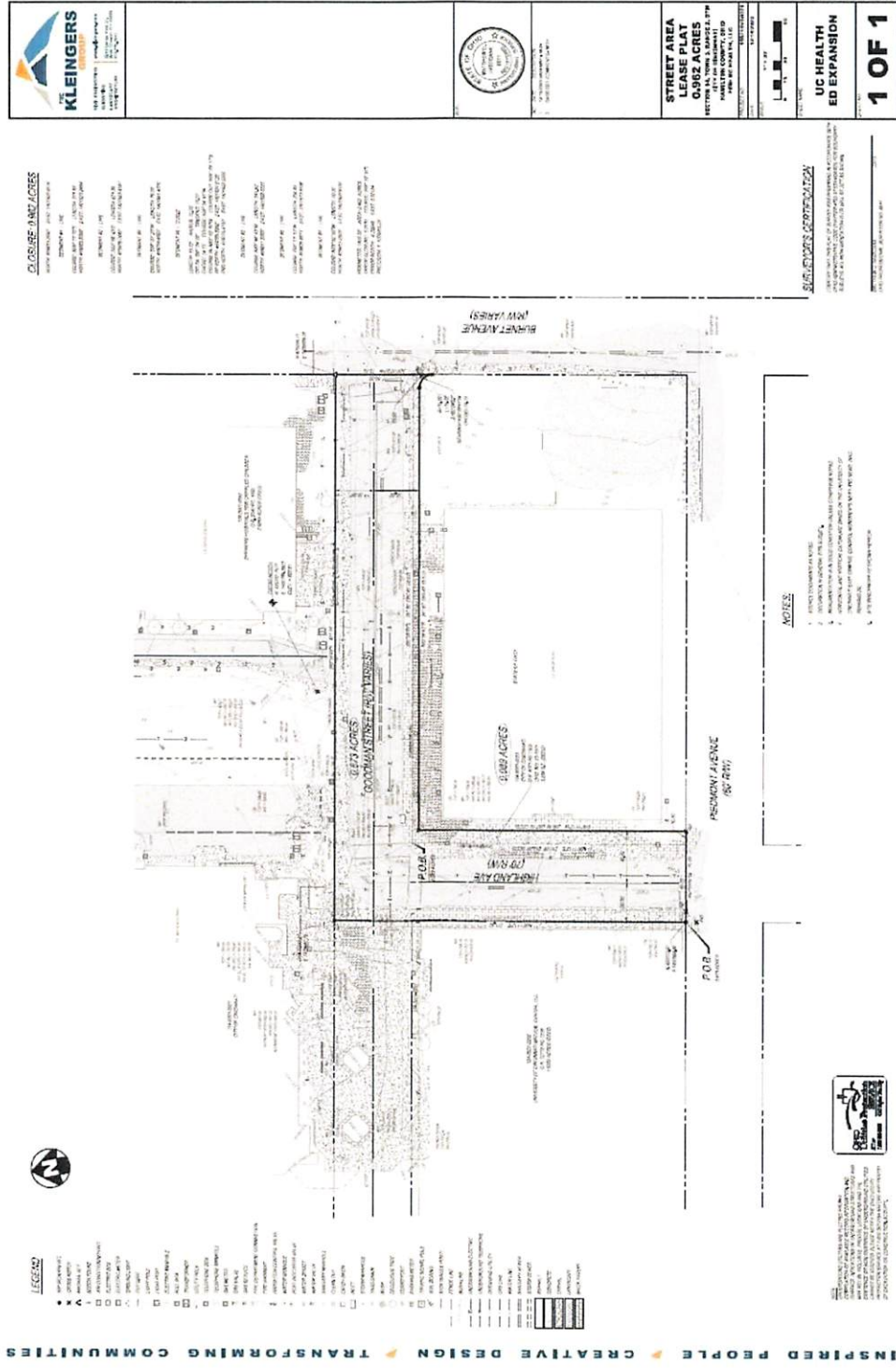
Fund/Code: \_\_\_\_\_

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

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

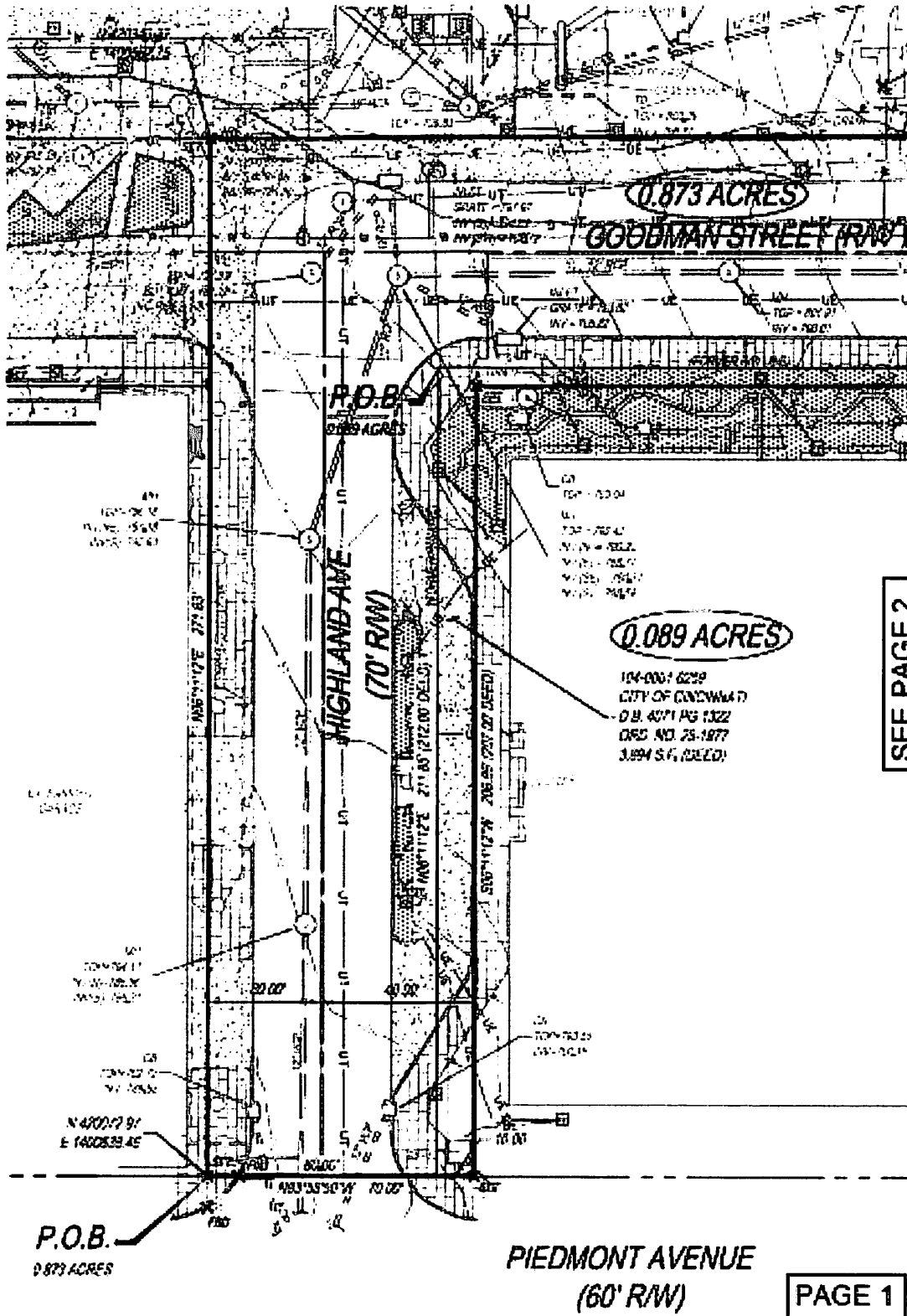
**EXHIBIT A**  
to  
Lease Agreement

**SITE SURVEY OF LEASED PREMISES**



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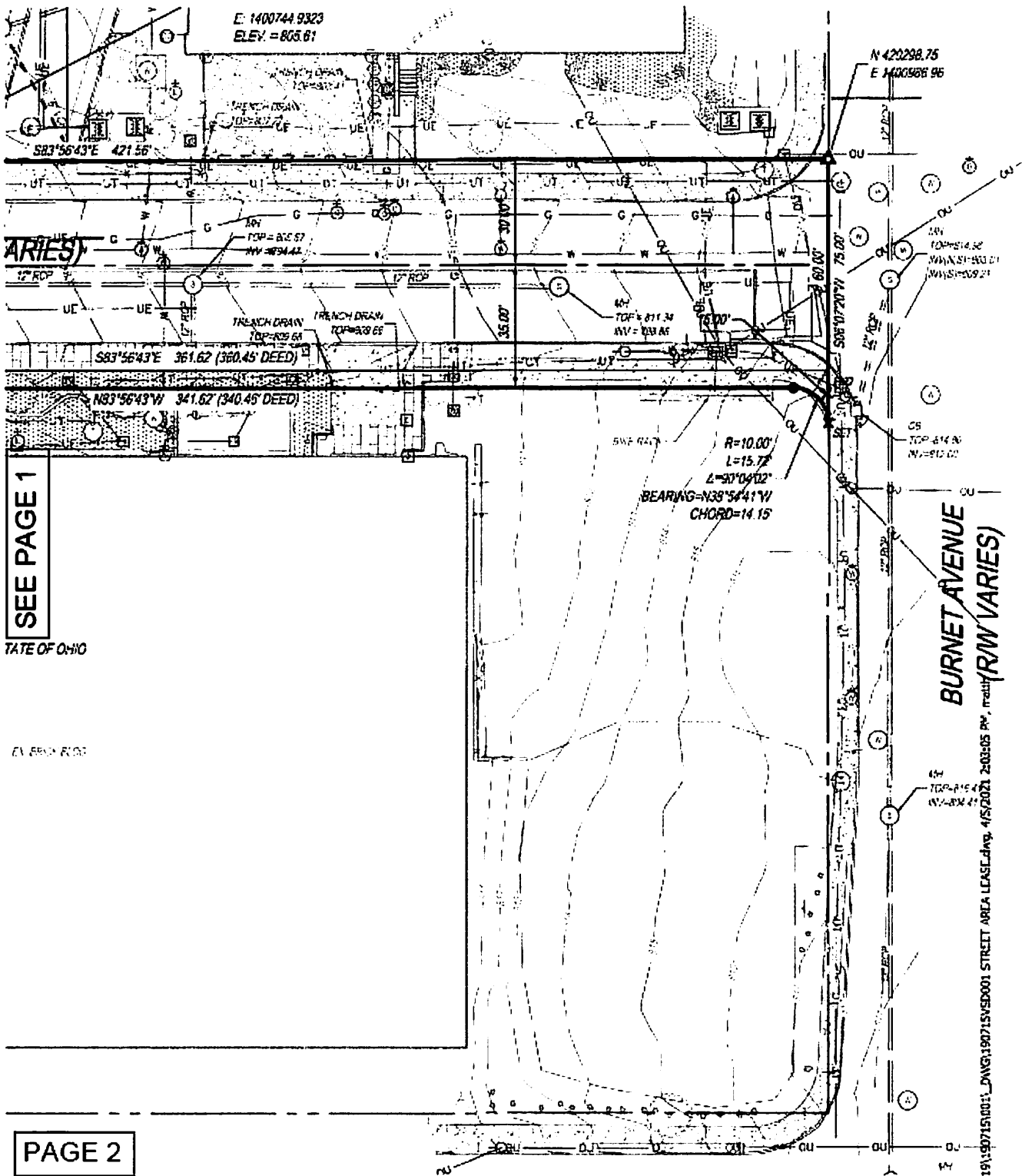
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**SEE PAGE 2**

**PAGE 1**

10817043.18: 2024/07/24 08:00:01 STREET AREA LEASING, 4/3/2021 20:45 PM (0.08)



SEE PAGE 1

TATE OF OHIO

EA 5502-1003

PAGE 2

BURNET AVENUE  
(R/W VARIES)

H:\2019\190715\003\DN\G190715\SD001 STREET AREA LEASE.DWG 4/5/2021 2:03:05 PM, reddy (R/W VARIES)

{00330504-9}

**EXHIBIT B**  
to  
Lease Agreement

***LEGAL DESCRIPTION OF LEASED PREMISES***

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

{00330504-9}

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

**EXHIBIT C**  
to  
Lease Agreement

***PERMITTED IMPROVEMENTS***

*See Section 13 of this Lease and Attached Exhibit C-1*

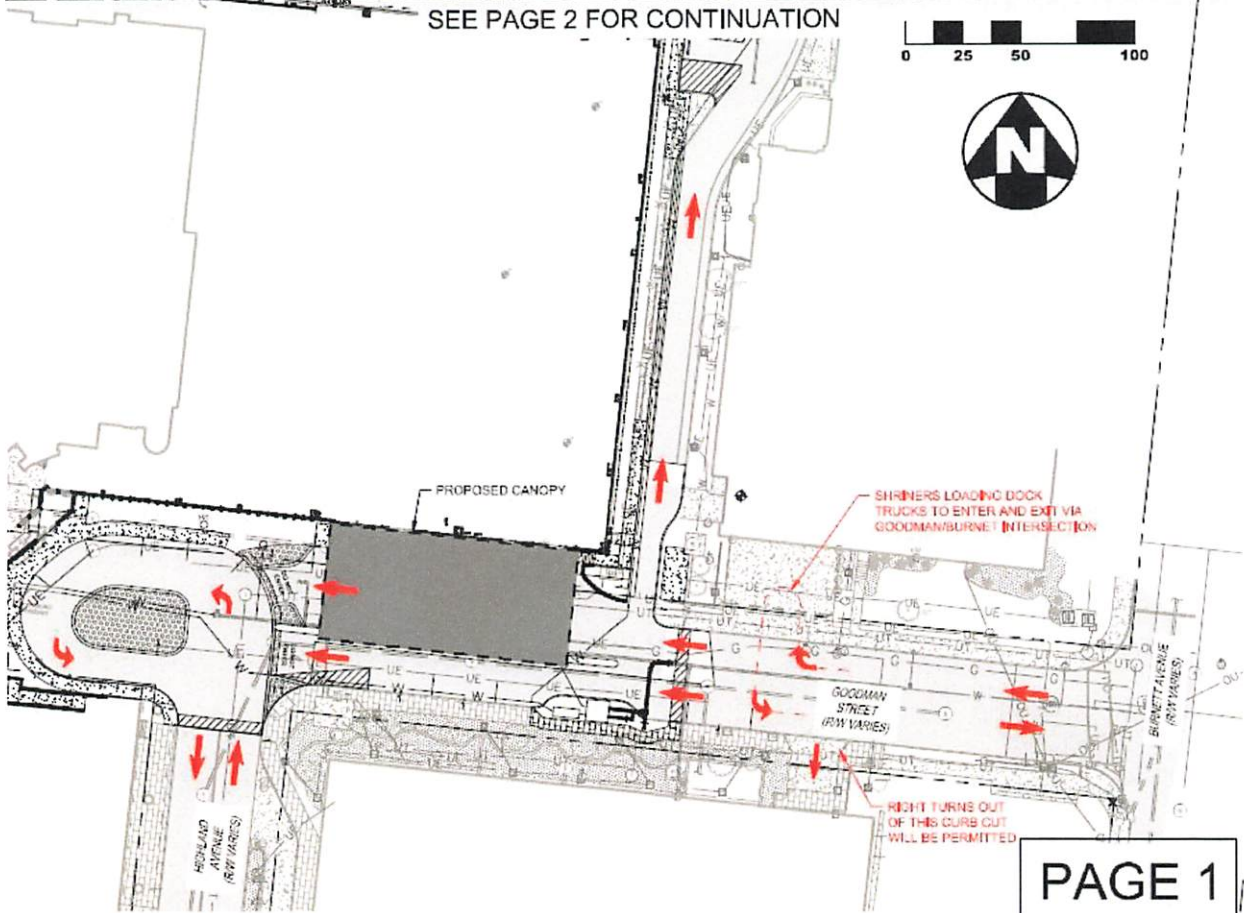
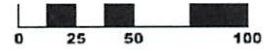


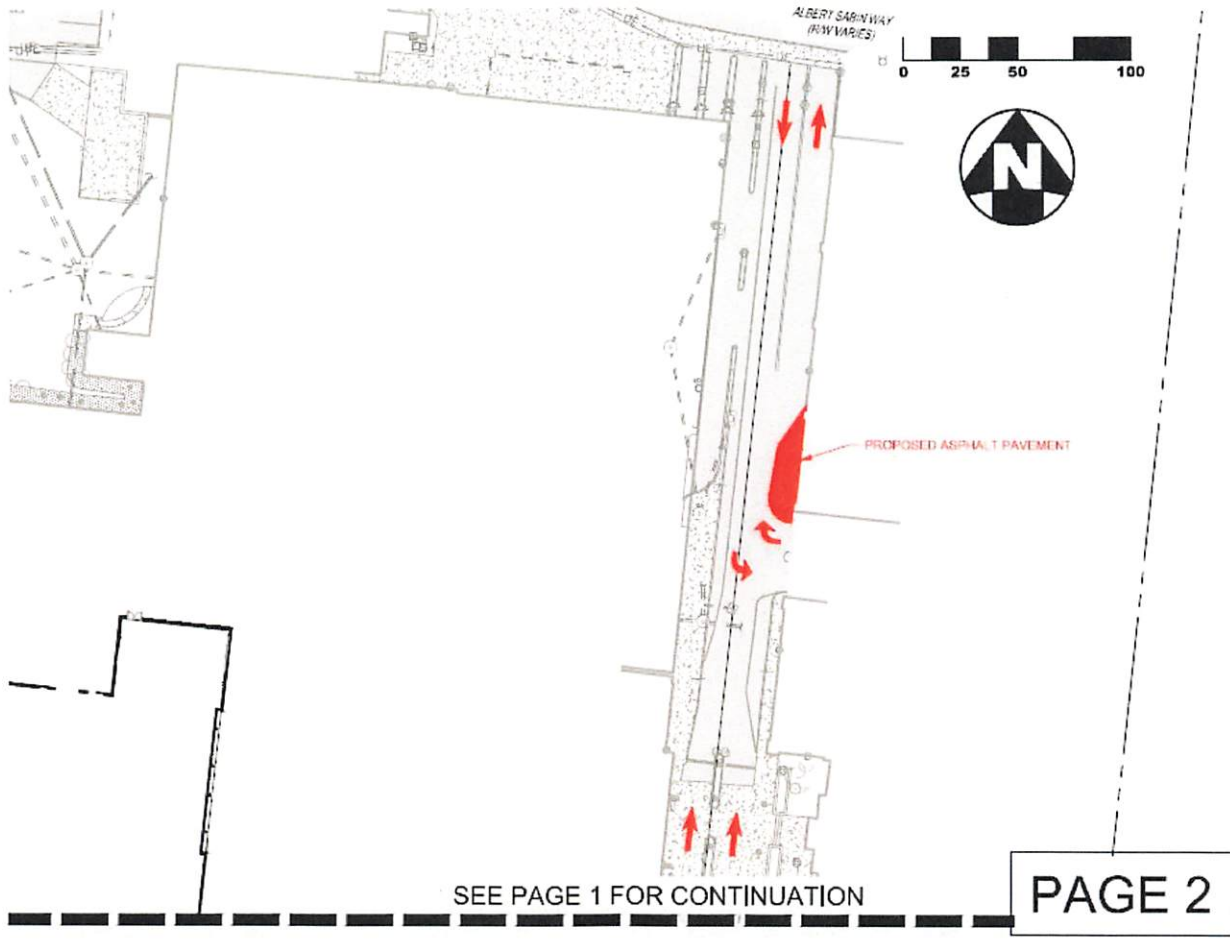
EXHIBIT C-1  
to  
Lease Agreement

DOTE APPROVED TRAFFIC FLOW PLANS

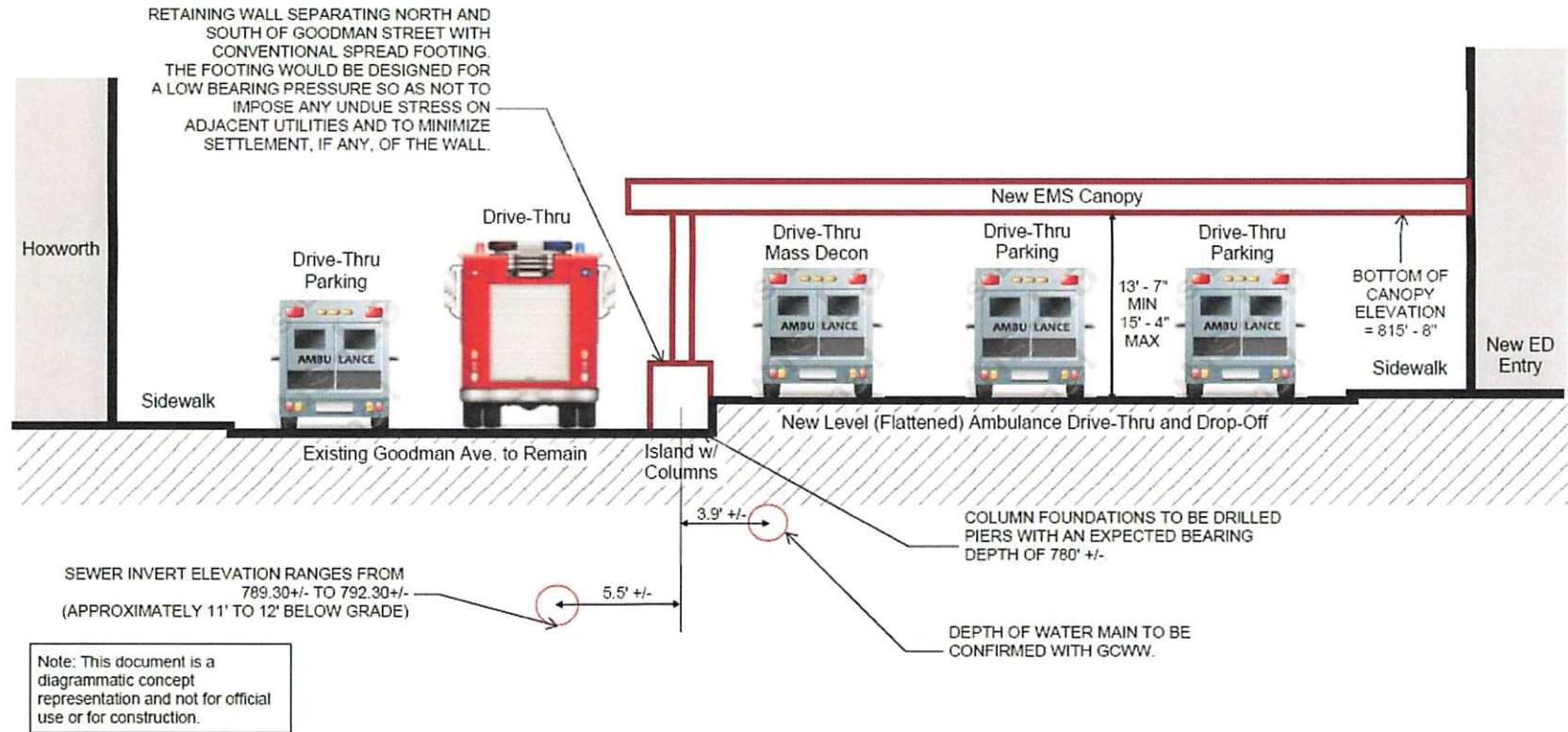


SEE PAGE 2 FOR CONTINUATION





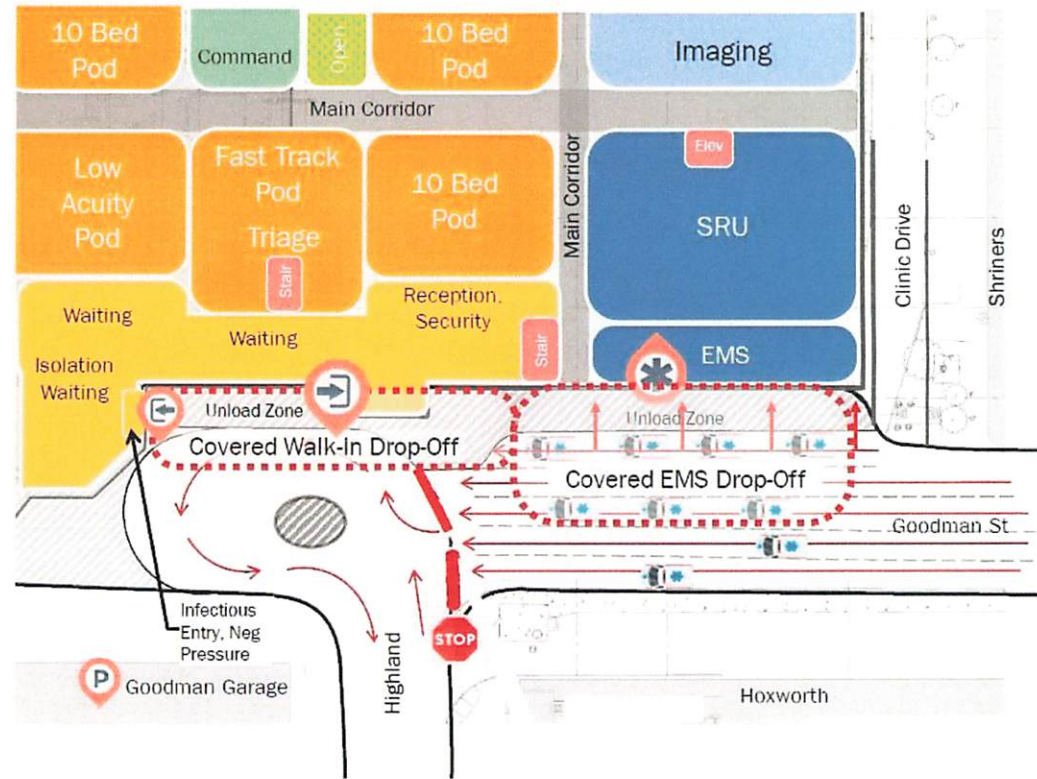
# Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



## New EMS & Walk-in Drop-Off Site Plan Concept

- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Decteam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.



**EXHIBIT D**  
to  
Lease Agreement

*FORM ATTORNEY CERTIFICATE OF TITLE*

**ATTORNEY'S CERTIFICATE OF TITLE**  
(Lease of public right-of-way)

UC Health, LLC, an Ohio limited liability company ("**Petitioner**"), whose address is 3200 Burnet Avenue, Cincinnati, Ohio 45229, Attn: Office of General Counsel, has requested to lease (i) a portion of the public right-of-way known as Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and (ii) that parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, all as more particularly described in Exhibit A and depicted on Exhibit B hereto (collectively, the "**Property**").

	<b>NAME OF ABUTTING OWNER</b>	<b>HAMILTON COUNTY AUDITOR'S PARCEL NO.</b>
1.	City of Cincinnati	104-0001-0011-00 and 104-0001-0053-00 thru 104-0001-0058-00 (consolidated with Parcel No. 104-0001-0001-90)
2.	Shriners Hospitals for Children (formerly known as Shriners Hospitals for Crippled Children)	104-0001-0059-90
3.	UC Health, LLC	104-0001-0068-00
4.	State of Ohio, for the use and benefit of the University of Cincinnati, a State University	104-0001-0076-00; 104-0001-0078-00; 104-0001-0079-00; 104-0001-0081-90; 104-0001-0082-90; 104-0001-0083-90; 104-0001-0063-90; 104-0001-0085-90; 104-0001-0130-90; 104-0001-0132-90; 104-0001-0134-90; 104-0001-0135-90; 104-0001-0137-90; 104-0001-0138-90; and 104-0001-0139-90
5.	University of Cincinnati Medical Center, LLC	104-0001-0256-00

[SIGNATURE ON FOLLOWING PAGE]

Cincinnati, Ohio, \_\_\_\_\_, 2021.

I, the undersigned attorney at law, practicing in Hamilton County, Ohio, hereby certify that the above Petitioner and the above listed owners are all of the owners of the land abutting on the Property.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**TO ATTORNEY CERTIFICATE OF TITLE**

**Legal Description of Property**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

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Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

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Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

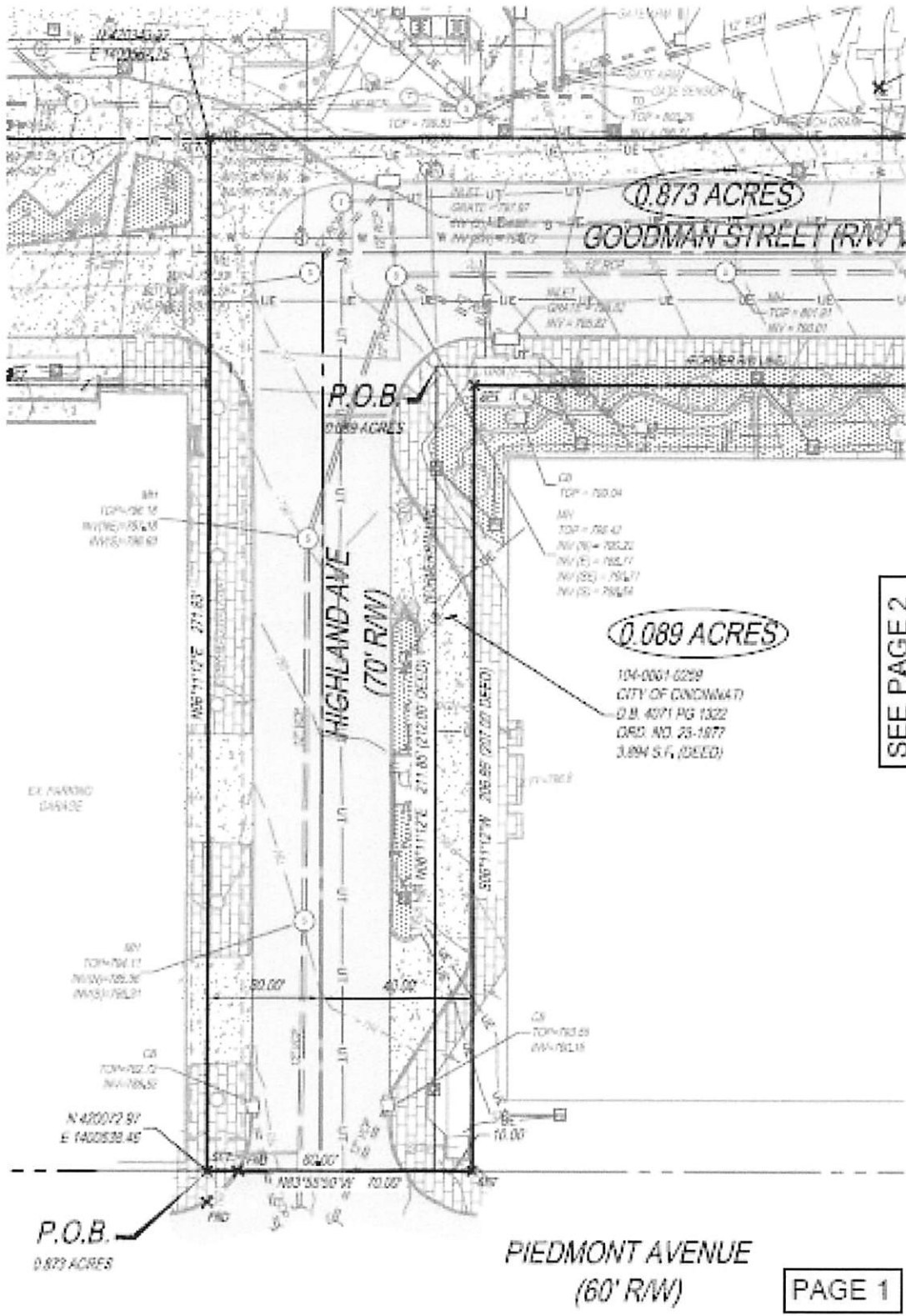
Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

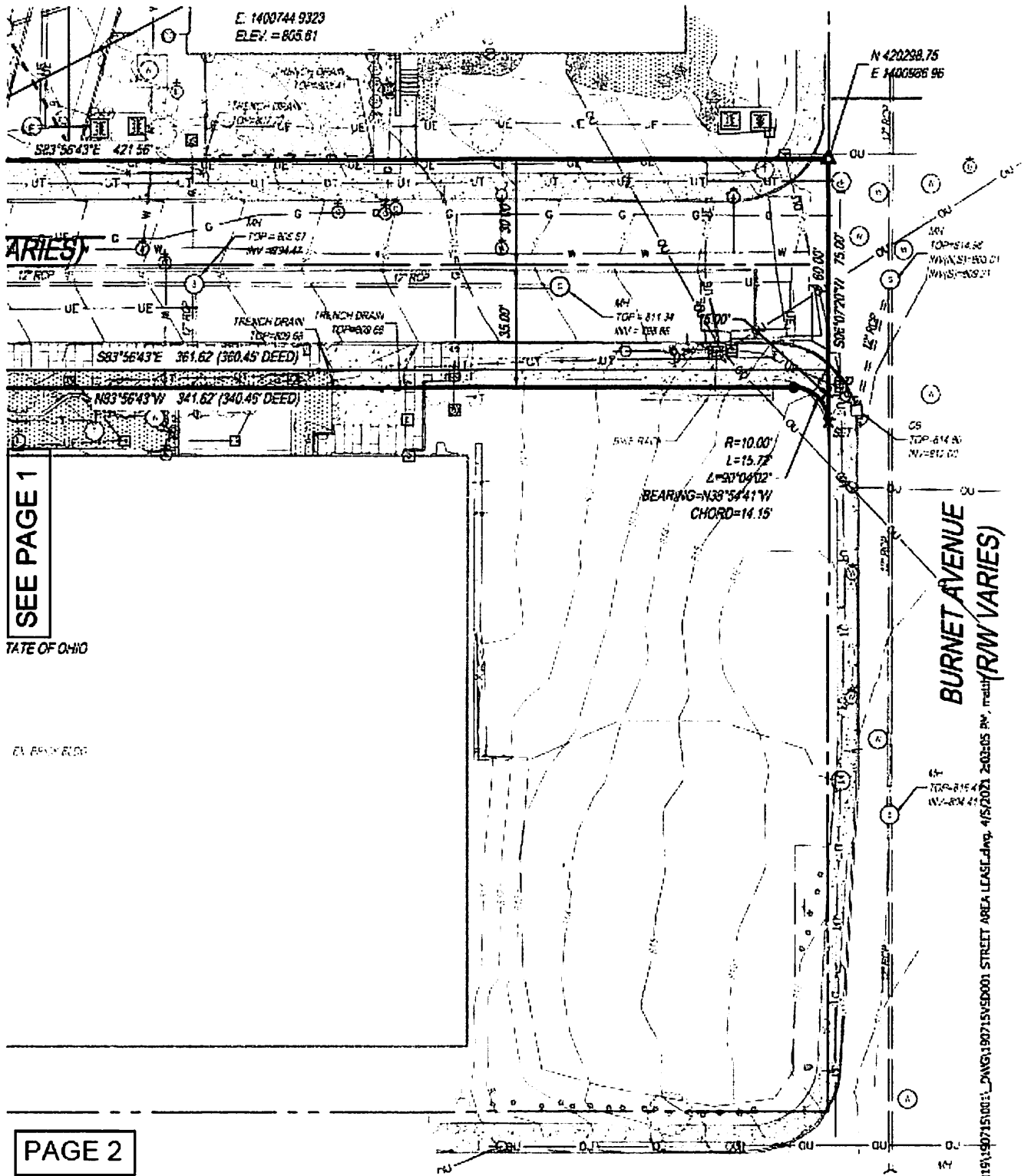
The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.





{00330504-9}



{00330504-9}

**EXHIBIT E**  
to  
Lease Agreement

**FORM CONSENT TO LEASE AGREEMENT**

**CONSENT TO LEASE AGREEMENT**

THIS CONSENT TO LEASE AGREEMENT ("**Consent**") is made and executed by \_\_\_\_\_, a(n) \_\_\_\_\_ (the "**Owner**") effective as of the date of the Lease (as defined below).

**WHEREAS**, pursuant to a certain deed recorded in Official Record \_\_\_\_\_, Page \_\_\_\_\_ of the Hamilton County, Ohio Records, Owner is the owner of the real property located at \_\_\_\_\_, Hamilton County Auditor's Parcel(s) No(s). \_\_\_\_\_, as more particularly described in **Exhibit A** attached hereto (collectively, the "**Owner's Property**"), which property abuts a portion of the Goodman Avenue [and Highland Avenue] public right(s)-of-way (the "**G&H Property**").

**WHEREAS**, UC Health, LLC, an Ohio limited liability company ("**UC Health**") desires to lease the G&H Property to allow UC Health to construct and maintain certain improvements within and upon the G&H Property in connection with UC Health's expansion of its Emergency Department, and to allow vehicular and pedestrian ingress and egress to the Emergency Department.

**WHEREAS**, the City of Cincinnati, an Ohio municipal corporation (the "**City**") is agreeable to lease to UC Health the G&H Property, finding that it is in the vital and best interests of the City, and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

**WHEREAS**, the City and UC Health intend to execute a certain lease agreement pursuant to which the City will lease to UC Health, and UC Health will lease from the City, the G&H Property (the "**Lease**"), the form of which has been provided to the Owner. In addition to the Lease, the City and UC Health will execute a certain Memorandum of Lease, substantially in the form set forth in **Exhibit B** attached hereto ("**Memorandum of Lease**"), and record such Memorandum of Lease in the Hamilton County, Ohio Records.

**WHEREAS**, Owner is willing to consent to the Lease, so long as such Lease contains the terms and conditions memorialized in the Memorandum of Lease.

**NOW, THEREFORE**, Owner, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby agree as follows:

1. The Owner does hereby consent to the Lease, so long as such Lease contains the terms and conditions memorialized in the Memorandum of Lease, recorded at O.R. Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the Hamilton County, Ohio Records.

2. The G&H Property is described more particularly on Exhibit C, attached hereto. A depiction of the G&H Property is attached as Exhibit D hereto.

3. The Owner acknowledges and understands that pursuant to the Lease, UC Health intends to make certain improvements and modifications to the G&H Property, including but not limited to changing some of the direction of traffic flow within the G&H Property, as generally depicted on Exhibit E attached hereto. Notwithstanding anything contained herein to the contrary, the Owner reserves the right for itself, its successors and assigns, and its employees, agents, invitees, and permittees, to access the G&H Property, as improved and modified generally as depicted on Exhibit E, for the purpose of ingress and egress to and from the Owner's Property, in compliance with all applicable laws. This Consent shall run with the Owner's Property, and shall be binding upon the Owner, and its successors and assigns.

4. The Owner's execution of this Consent and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Owner and the individual(s) executing this Consent and the documents contemplated hereby on behalf of Owner have full power and authority to legally bind Owner.

*[Signature on Following Page]*

Executed on \_\_\_\_\_, 2021.

**OWNER:**

\_\_\_\_\_  
a(n) \_\_\_\_\_

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

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

Its: \_\_\_\_\_

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**TO CONSENT TO LEASE AGREEMENT**

**Legal Description of Owner's Property**

*Please Insert.*



**EXHIBIT B**  
**TO CONSENT TO LEASE AGREEMENT**

**Memorandum of Lease**

[Space Reserved For Recorder]

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**MEMORANDUM OF LEASE**

1.     **Landlord:**     **City of Cincinnati**  
                          801 Plum Street  
                          Cincinnati, Ohio 45202

**Tenant:**     **UC Health, LLC**  
                          3200 Burnet Avenue  
                          Cincinnati, Ohio 45202

2.     **Effective Date of Lease:** \_\_\_\_\_, 2021

3.     **Description of Leased Premises:** Portions of Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and that parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, as more particularly described on **Exhibit A**.

4.     **Term of Lease:** The Initial Term shall commence on the Effective Date (as defined in the Lease) and shall continue through July 31, 2053 (the "Expiration Date").

5.     **Extension Term:** The Initial Term of the Lease shall automatically be extended for one (1) renewal period of thirty (30) years, as described more particularly in the Lease.

6.     **Option to Purchase/Right of First Refusal:** None

7.     **Traffic Flow:** The traffic flow on the Leased Premises will be as generally depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

8.     **Abutting Owner Consents:** The following owners whose properties abut the Leased Premises have consented to the Lease: (a) University of Cincinnati Medical Center, LLC, an Ohio limited liability company ("**UCMC**"), (b) the City of Cincinnati, an Ohio municipal corporation (the "**City**"), (c) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children ("**Shriners**")), (d) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University  
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(the “*State*”), and (e) UC Health, LLC, an Ohio limited liability company (“*UC Health*”). UCMC, Shriners, the State, and UC Health have executed Consents to Lease Agreement, copies of which are attached hereto as **Exhibit C** (the “**Abutting Owner’s Consents**”). The City’s consent to the Lease, both as an abutting property owner and as owner of the Leased Premises, is evidenced in Ordinance No. \_\_\_\_\_-2021, passed on \_\_\_\_\_, 2021. This Memorandum of Lease is referenced as “Exhibit B” in each of the Abutting Owner’s Consents.

9. **Other Terms:** The Lease contains and sets forth other important terms and provisions, and the Lease is incorporated herein by reference. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Lease. In the event of any conflict between the Lease and the terms of this Memorandum, the Lease shall control.

**[Signatures on Following Pages]**

[Landlord's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Landlord has executed this Memorandum of Lease as of the date set forth below.

**CITY OF CINCINNATI:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

[Tenant's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Tenant has executed this Memorandum of Lease as of the dates set forth below.

**UC HEALTH, LLC:**

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

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

Its: \_\_\_\_\_

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of UC Health, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

This instrument was prepared in its unexecuted form by: Laura K. Napolitano, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202 (513) 621-6464.

**EXHIBIT A**  
**TO MEMORANDUM OF LEASE**

**Legal Description of Leased Premises**

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Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

{00330504-9}

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

**EXHIBIT B**  
**TO MEMORANDUM OF LEASE**

**WV Health**  
 New ED & Surgery Infill  
 Civil SD Set

**CANNONDESIGN**

1101 Market Street, Suite 1000  
 Charleston, WV 25301  
 304.762.1234  
 www.cannondesign.com



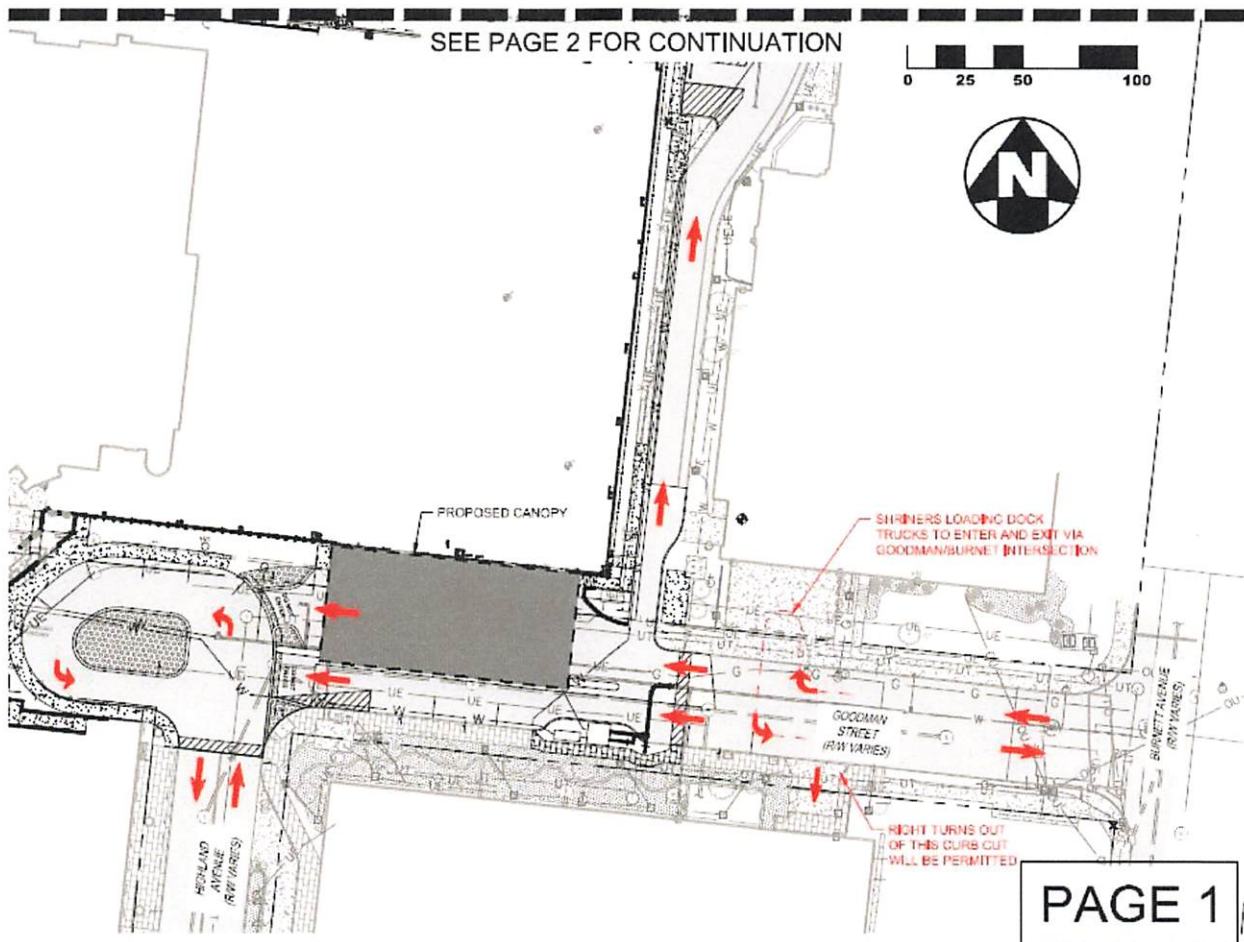
TRAFFIC FLOW  
 EXHIBIT

1 OF 1



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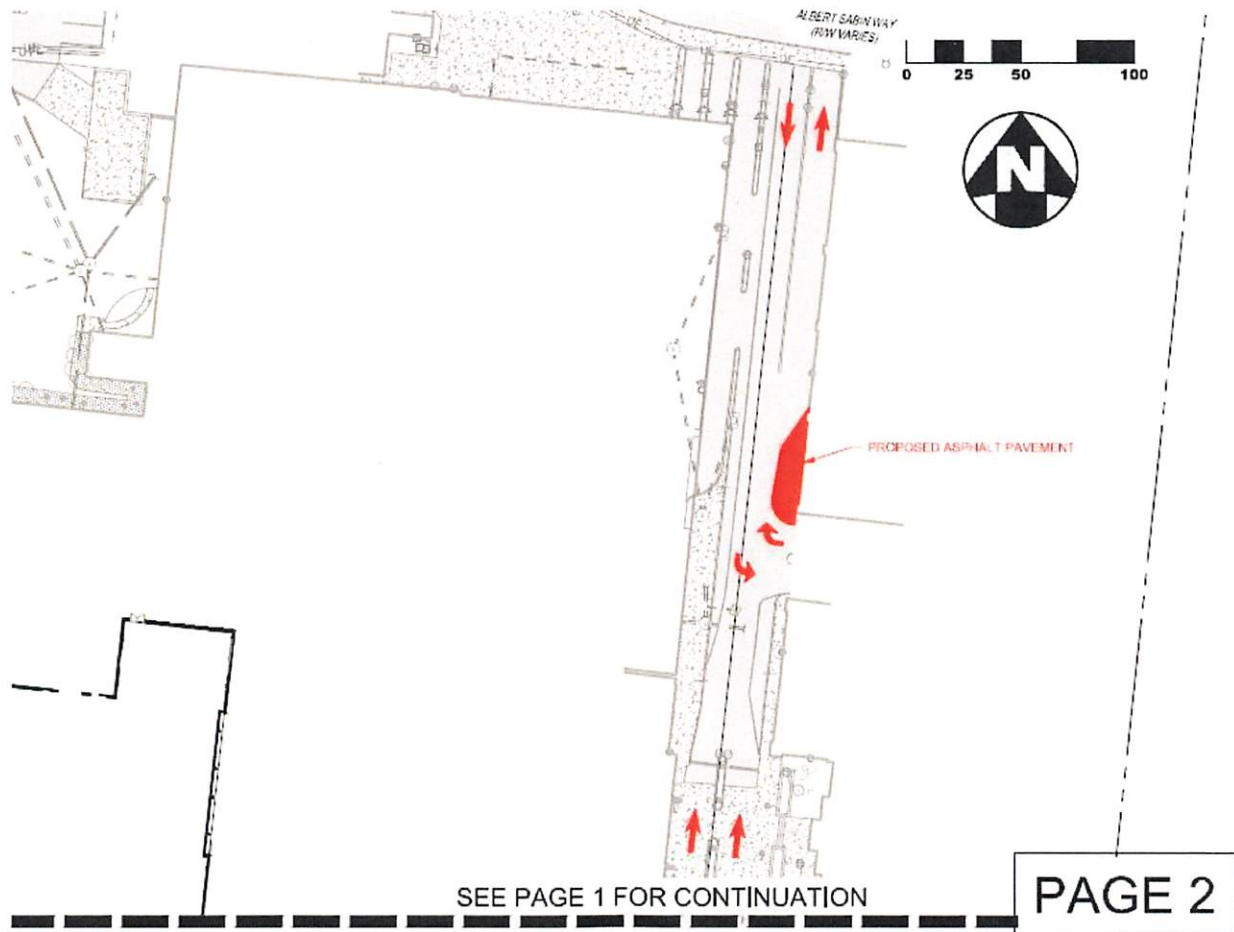
**EXHIBIT B-1**  
**TO MEMORANDUM OF LEASE**



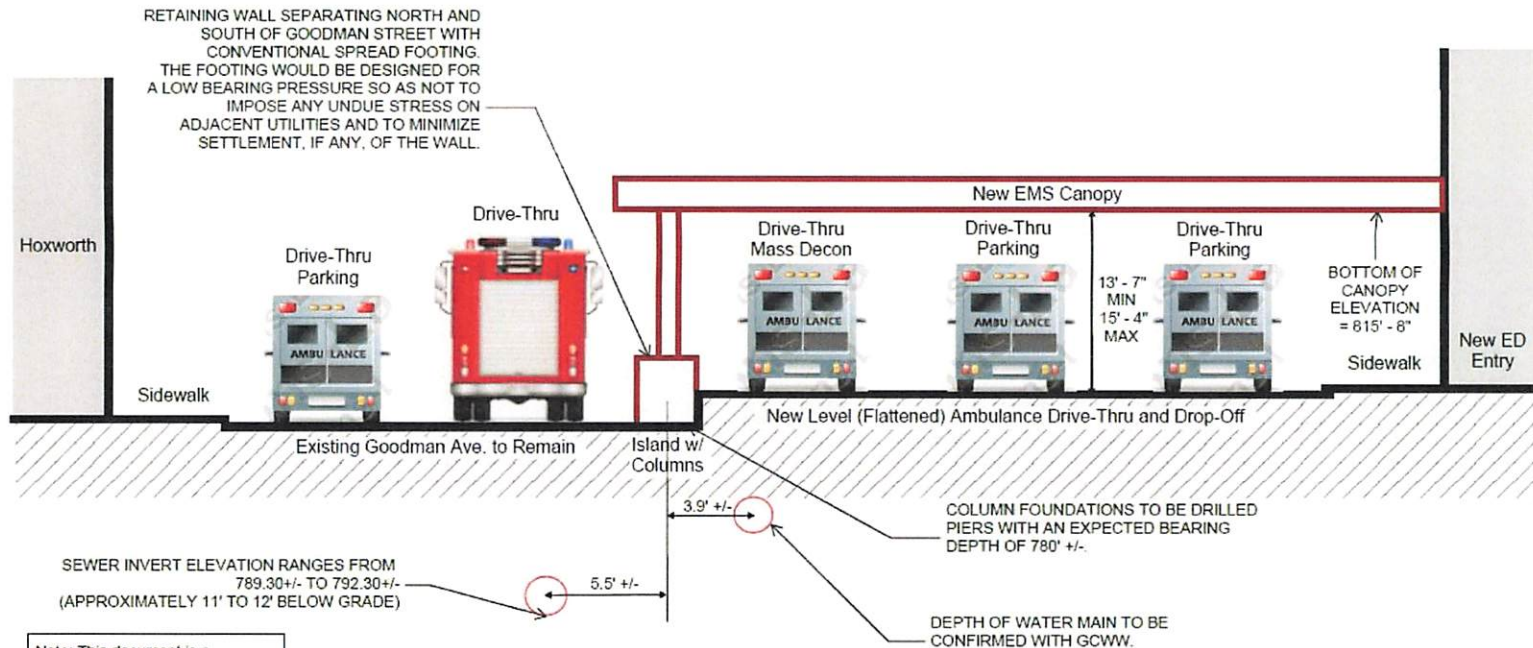
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**EXHIBIT B-2**  
**TO MEMORANDUM OF LEASE**



# Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



Note: This document is a diagrammatic concept representation and not for official use or for construction.

EXHIBIT B-3  
TO MEMORANDUM OF LEASE

# New EMS & Walk-in Drop-Off Site Plan Concept

- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Dectoam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.

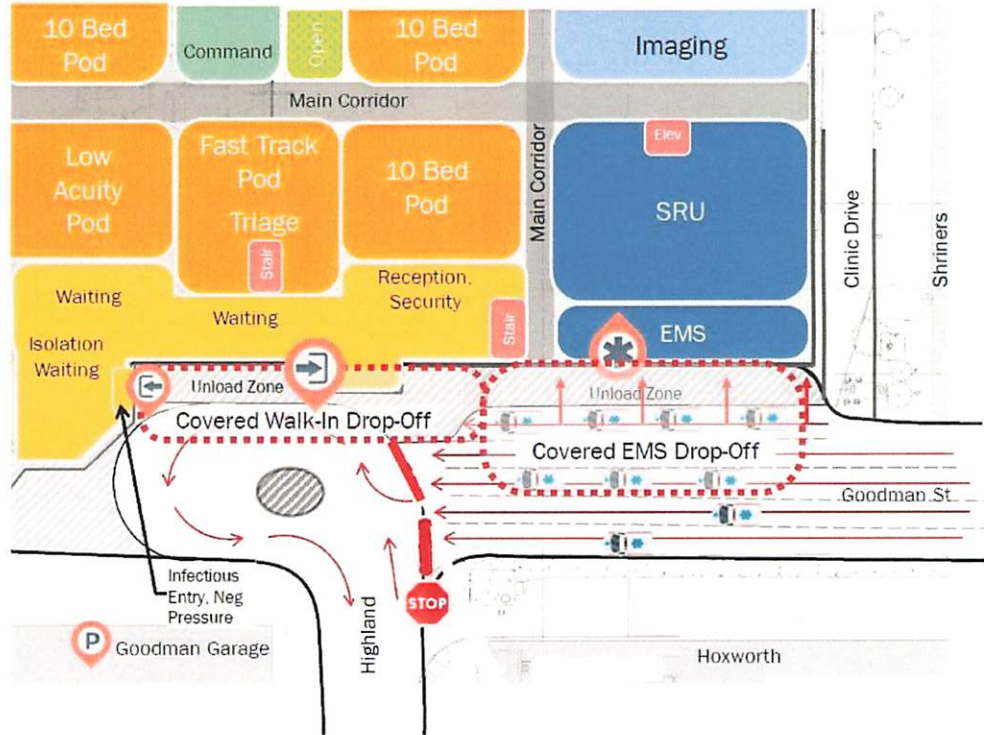


EXHIBIT B-4  
TO MEMORANDUM OF LEASE

**EXHIBIT C**  
**TO MEMORANDUM OF LEASE**

*Please See Attached.*

**[INSERT COPIES OF SIGNED ABUTTING OWNER'S CONSENTS]**

**EXHIBIT C**  
**TO CONSENT TO LEASE AGREEMENT**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

{00330504-9}

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.



Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

# EXHIBIT D TO CONSENT TO LEASE AGREEMENT

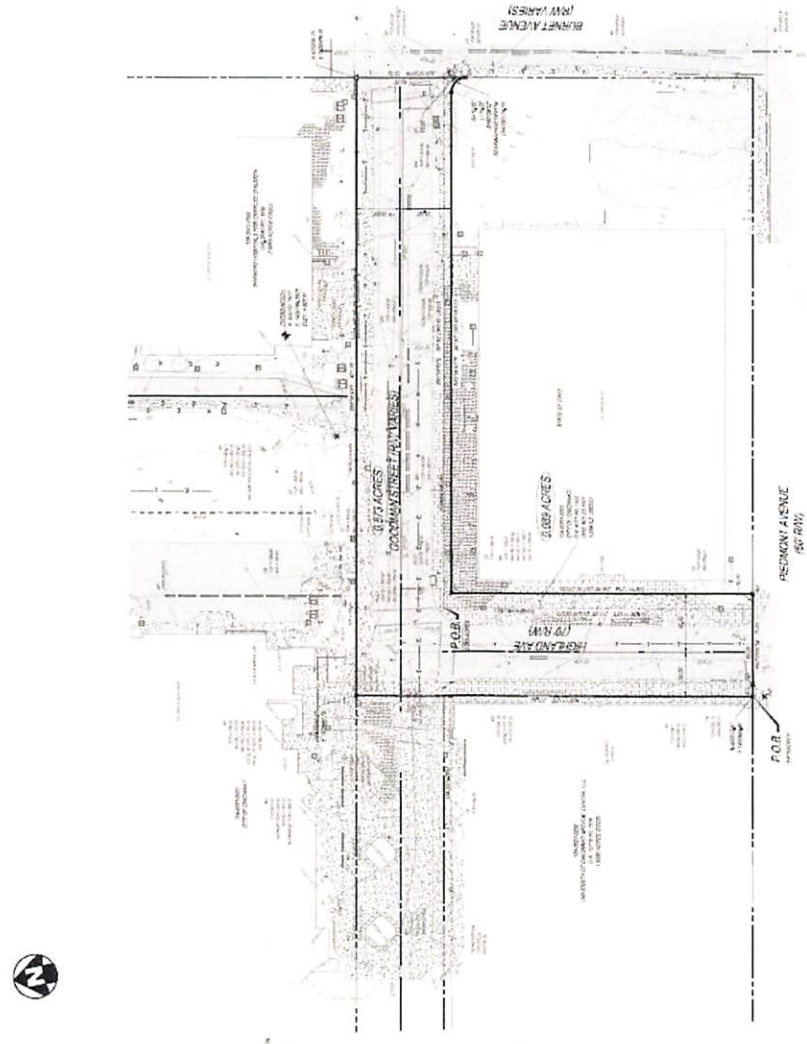
 <p><b>THE KLEINGERS</b> ARCHITECTS &amp; PLANNERS 1000 UNIVERSITY AVENUE, SUITE 100 BERKELEY, CA 94702 TEL: 415.841.1100 WWW.KLEINGERS.COM</p>	 <p>APPROVED BY THE CITY OF BERKELEY ON 08/14/2018</p>	<p><b>STREET AREA LEASE PLAT</b> <b>0.962 ACRES</b> SECTION 14, TOWNSHIP 3 NORTH, RANGE 2, 7TH MERIDIAN, SAN PABLO COUNTY, CALIFORNIA DATE OF PAST APPROVAL: 08/14/2018</p>	<p><b>UC HEALTH ED EXPANSION</b></p> <p style="font-size: 2em; font-weight: bold;">1 OF 1</p>
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**CLOSURE AREAS**

- 1. MAIN PARKWAY (40' WIDE) FROM 100' TO 110' EASER
- 2. UNIVERSITY AVE (40' WIDE) FROM 100' TO 110' EASER
- 3. UNIVERSITY AVE (40' WIDE) FROM 110' TO 120' EASER
- 4. UNIVERSITY AVE (40' WIDE) FROM 120' TO 130' EASER
- 5. UNIVERSITY AVE (40' WIDE) FROM 130' TO 140' EASER
- 6. UNIVERSITY AVE (40' WIDE) FROM 140' TO 150' EASER
- 7. UNIVERSITY AVE (40' WIDE) FROM 150' TO 160' EASER
- 8. UNIVERSITY AVE (40' WIDE) FROM 160' TO 170' EASER
- 9. UNIVERSITY AVE (40' WIDE) FROM 170' TO 180' EASER
- 10. UNIVERSITY AVE (40' WIDE) FROM 180' TO 190' EASER
- 11. UNIVERSITY AVE (40' WIDE) FROM 190' TO 200' EASER
- 12. UNIVERSITY AVE (40' WIDE) FROM 200' TO 210' EASER
- 13. UNIVERSITY AVE (40' WIDE) FROM 210' TO 220' EASER
- 14. UNIVERSITY AVE (40' WIDE) FROM 220' TO 230' EASER
- 15. UNIVERSITY AVE (40' WIDE) FROM 230' TO 240' EASER
- 16. UNIVERSITY AVE (40' WIDE) FROM 240' TO 250' EASER
- 17. UNIVERSITY AVE (40' WIDE) FROM 250' TO 260' EASER
- 18. UNIVERSITY AVE (40' WIDE) FROM 260' TO 270' EASER
- 19. UNIVERSITY AVE (40' WIDE) FROM 270' TO 280' EASER
- 20. UNIVERSITY AVE (40' WIDE) FROM 280' TO 290' EASER
- 21. UNIVERSITY AVE (40' WIDE) FROM 290' TO 300' EASER
- 22. UNIVERSITY AVE (40' WIDE) FROM 300' TO 310' EASER
- 23. UNIVERSITY AVE (40' WIDE) FROM 310' TO 320' EASER
- 24. UNIVERSITY AVE (40' WIDE) FROM 320' TO 330' EASER
- 25. UNIVERSITY AVE (40' WIDE) FROM 330' TO 340' EASER
- 26. UNIVERSITY AVE (40' WIDE) FROM 340' TO 350' EASER
- 27. UNIVERSITY AVE (40' WIDE) FROM 350' TO 360' EASER
- 28. UNIVERSITY AVE (40' WIDE) FROM 360' TO 370' EASER
- 29. UNIVERSITY AVE (40' WIDE) FROM 370' TO 380' EASER
- 30. UNIVERSITY AVE (40' WIDE) FROM 380' TO 390' EASER
- 31. UNIVERSITY AVE (40' WIDE) FROM 390' TO 400' EASER
- 32. UNIVERSITY AVE (40' WIDE) FROM 400' TO 410' EASER
- 33. UNIVERSITY AVE (40' WIDE) FROM 410' TO 420' EASER
- 34. UNIVERSITY AVE (40' WIDE) FROM 420' TO 430' EASER
- 35. UNIVERSITY AVE (40' WIDE) FROM 430' TO 440' EASER
- 36. UNIVERSITY AVE (40' WIDE) FROM 440' TO 450' EASER
- 37. UNIVERSITY AVE (40' WIDE) FROM 450' TO 460' EASER
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- 53. UNIVERSITY AVE (40' WIDE) FROM 610' TO 620' EASER
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- 60. UNIVERSITY AVE (40' WIDE) FROM 680' TO 690' EASER
- 61. UNIVERSITY AVE (40' WIDE) FROM 690' TO 700' EASER
- 62. UNIVERSITY AVE (40' WIDE) FROM 700' TO 710' EASER
- 63. UNIVERSITY AVE (40' WIDE) FROM 710' TO 720' EASER
- 64. UNIVERSITY AVE (40' WIDE) FROM 720' TO 730' EASER
- 65. UNIVERSITY AVE (40' WIDE) FROM 730' TO 740' EASER
- 66. UNIVERSITY AVE (40' WIDE) FROM 740' TO 750' EASER
- 67. UNIVERSITY AVE (40' WIDE) FROM 750' TO 760' EASER
- 68. UNIVERSITY AVE (40' WIDE) FROM 760' TO 770' EASER
- 69. UNIVERSITY AVE (40' WIDE) FROM 770' TO 780' EASER
- 70. UNIVERSITY AVE (40' WIDE) FROM 780' TO 790' EASER
- 71. UNIVERSITY AVE (40' WIDE) FROM 790' TO 800' EASER
- 72. UNIVERSITY AVE (40' WIDE) FROM 800' TO 810' EASER
- 73. UNIVERSITY AVE (40' WIDE) FROM 810' TO 820' EASER
- 74. UNIVERSITY AVE (40' WIDE) FROM 820' TO 830' EASER
- 75. UNIVERSITY AVE (40' WIDE) FROM 830' TO 840' EASER
- 76. UNIVERSITY AVE (40' WIDE) FROM 840' TO 850' EASER
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- 86. UNIVERSITY AVE (40' WIDE) FROM 940' TO 950' EASER
- 87. UNIVERSITY AVE (40' WIDE) FROM 950' TO 960' EASER
- 88. UNIVERSITY AVE (40' WIDE) FROM 960' TO 970' EASER
- 89. UNIVERSITY AVE (40' WIDE) FROM 970' TO 980' EASER
- 90. UNIVERSITY AVE (40' WIDE) FROM 980' TO 990' EASER
- 91. UNIVERSITY AVE (40' WIDE) FROM 990' TO 1000' EASER

**SUBMITTERS CERTIFICATION**

I, the undersigned, certify that the information provided herein is true and correct to the best of my knowledge and belief, and that I am a duly qualified and licensed professional in the State of California. I am not aware of any facts or circumstances which would render the information provided herein false or misleading. I understand that any false or misleading information provided herein may constitute a violation of the laws of the State of California and may result in the revocation of my license and the imposition of penalties. I understand that any false or misleading information provided herein may also constitute a violation of the laws of the State of California and may result in the revocation of my license and the imposition of penalties. I understand that any false or misleading information provided herein may also constitute a violation of the laws of the State of California and may result in the revocation of my license and the imposition of penalties.



**LEGEND**

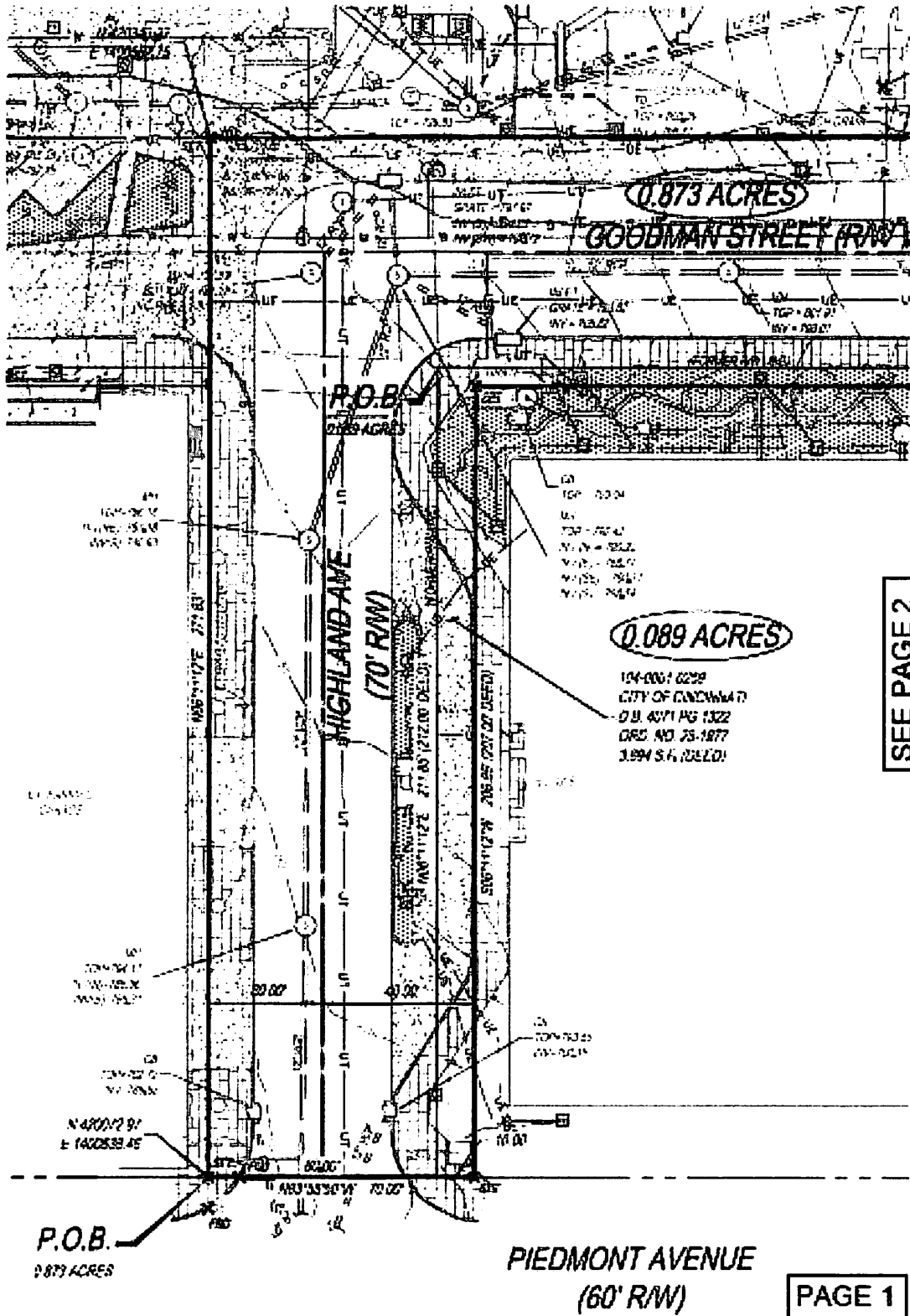
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**NOTES**

1. REFER TO SHEET 1001 FOR THE PROPOSED IMPROVEMENTS.
2. REFER TO SHEET 1002 FOR THE PROPOSED IMPROVEMENTS.
3. REFER TO SHEET 1003 FOR THE PROPOSED IMPROVEMENTS.
4. REFER TO SHEET 1004 FOR THE PROPOSED IMPROVEMENTS.
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8. REFER TO SHEET 1008 FOR THE PROPOSED IMPROVEMENTS.
9. REFER TO SHEET 1009 FOR THE PROPOSED IMPROVEMENTS.
10. REFER TO SHEET 1010 FOR THE PROPOSED IMPROVEMENTS.



I, the undersigned, certify that the information provided herein is true and correct to the best of my knowledge and belief, and that I am a duly qualified and licensed professional in the State of California. I am not aware of any facts or circumstances which would render the information provided herein false or misleading. I understand that any false or misleading information provided herein may constitute a violation of the laws of the State of California and may result in the revocation of my license and the imposition of penalties. I understand that any false or misleading information provided herein may also constitute a violation of the laws of the State of California and may result in the revocation of my license and the imposition of penalties. I understand that any false or misleading information provided herein may also constitute a violation of the laws of the State of California and may result in the revocation of my license and the imposition of penalties.



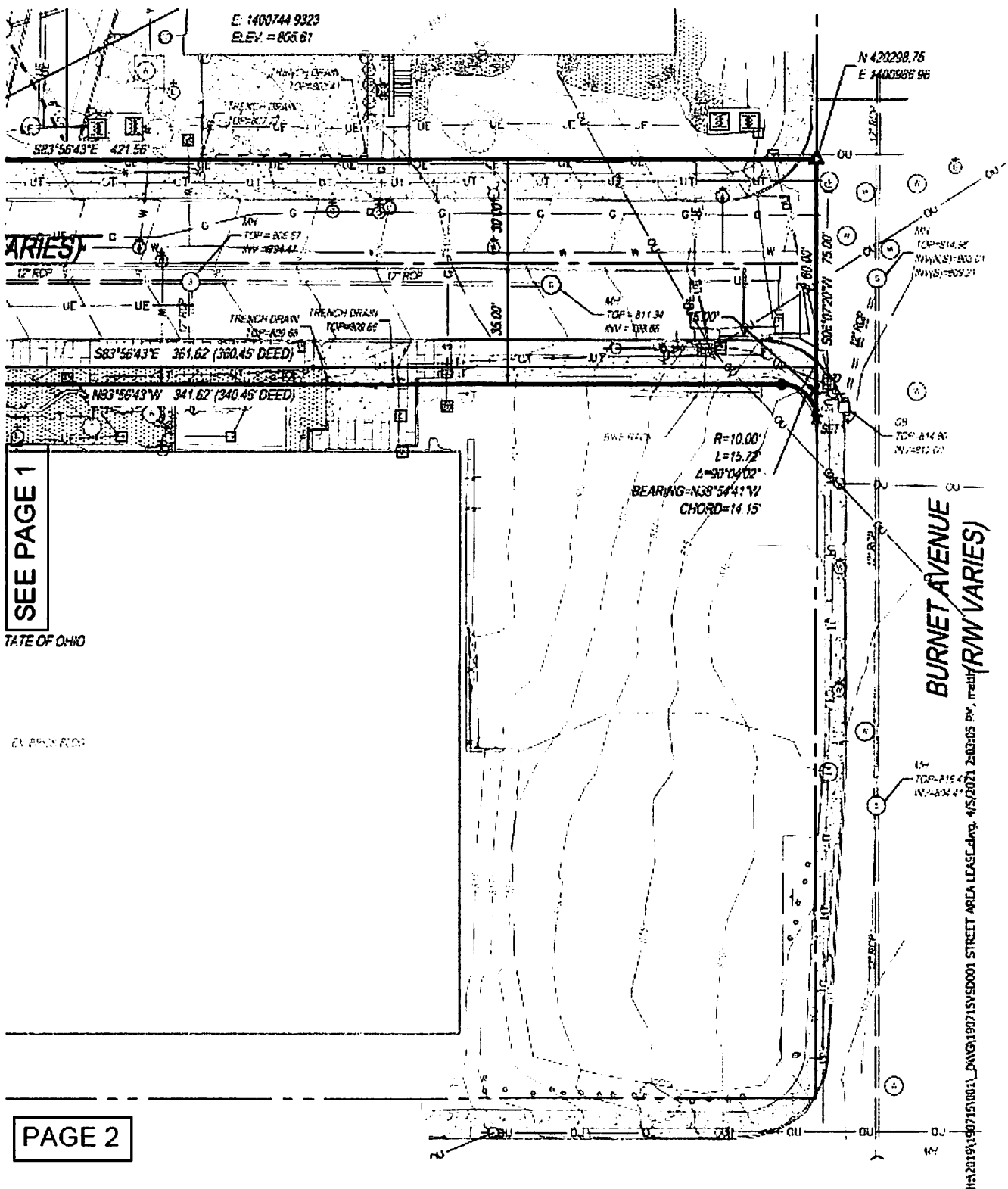
SEE PAGE 2

PAGE 1

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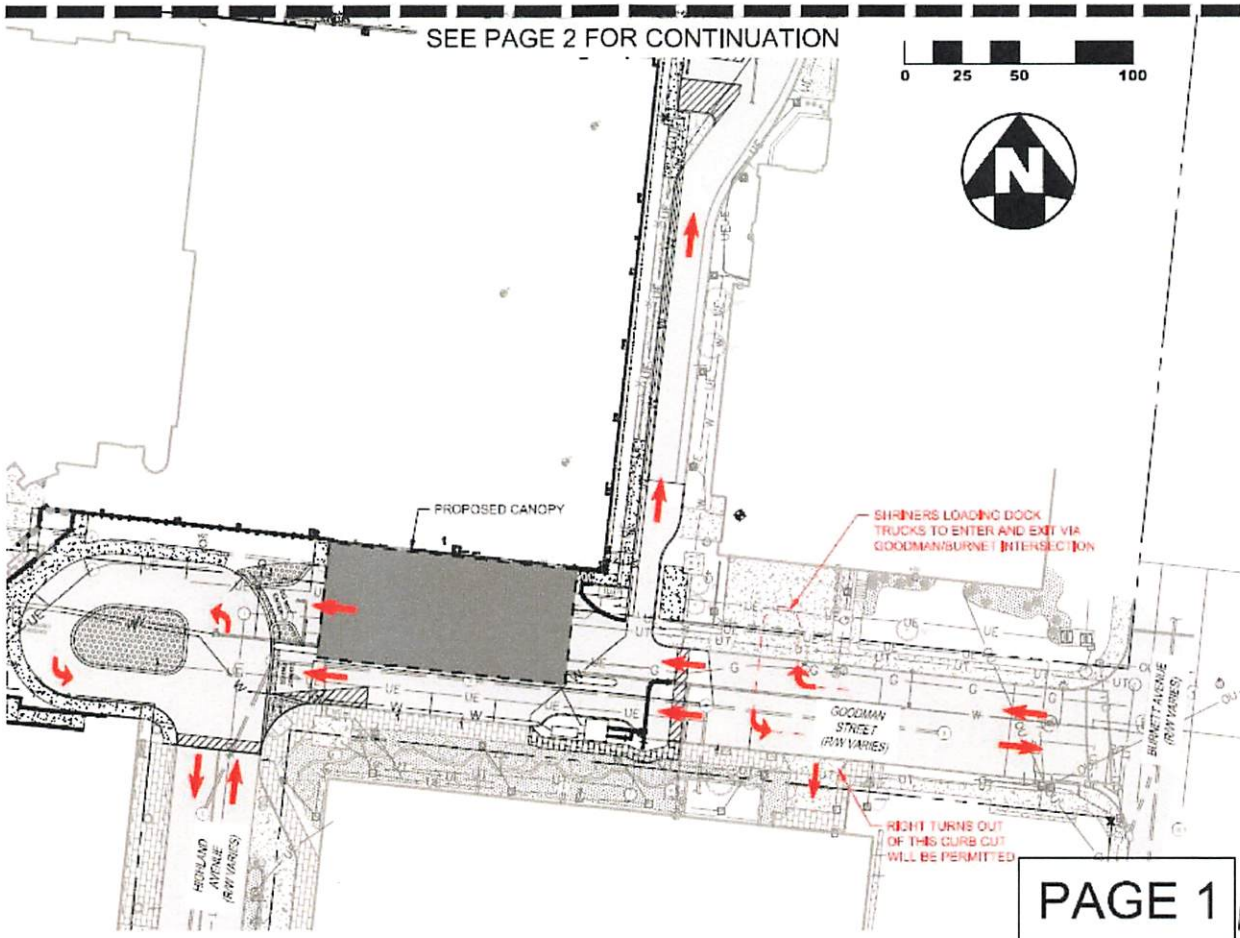
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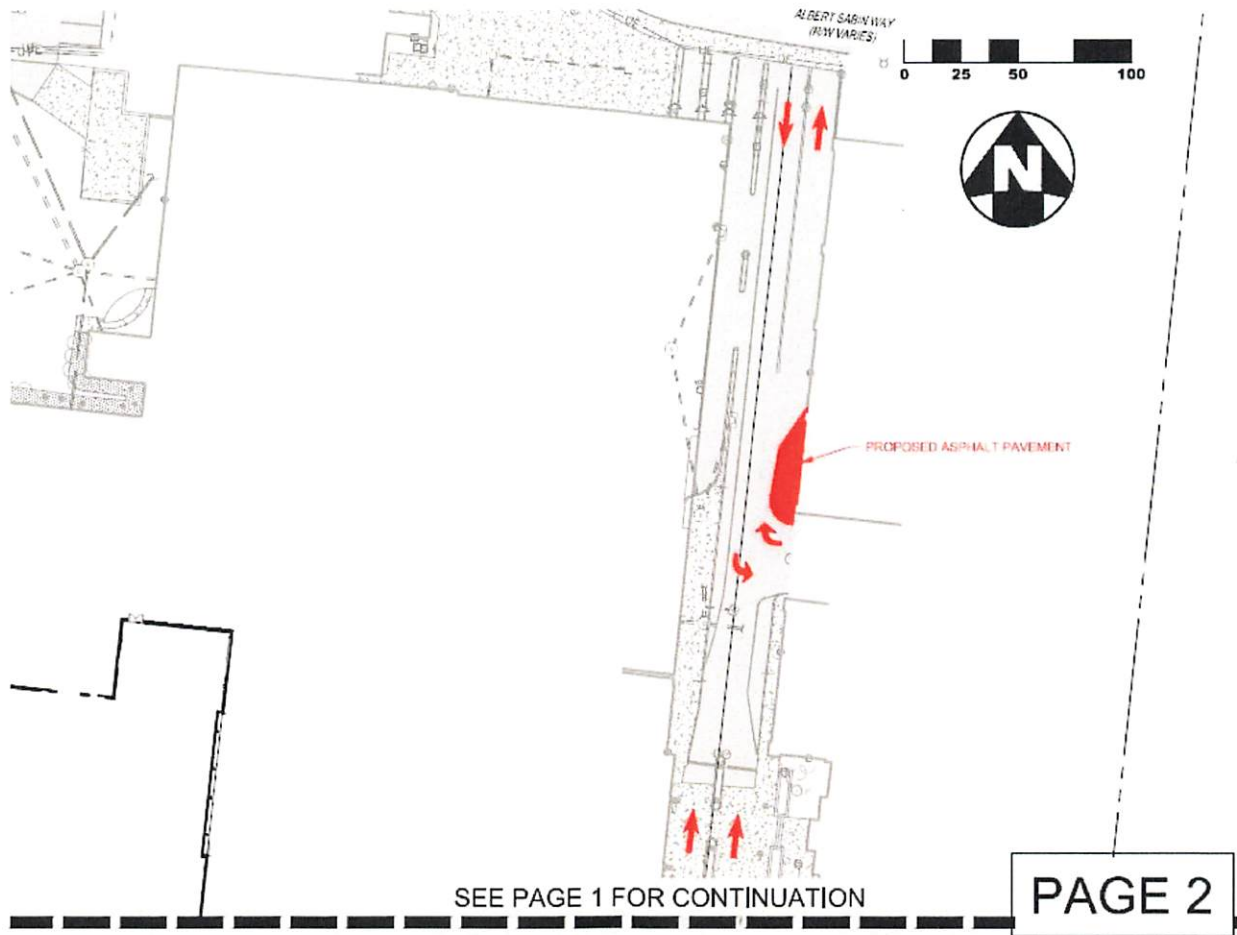
EXHIBIT E  
TO CONSENT TO LEASE AGREEMENT

Traffic Flow Plans

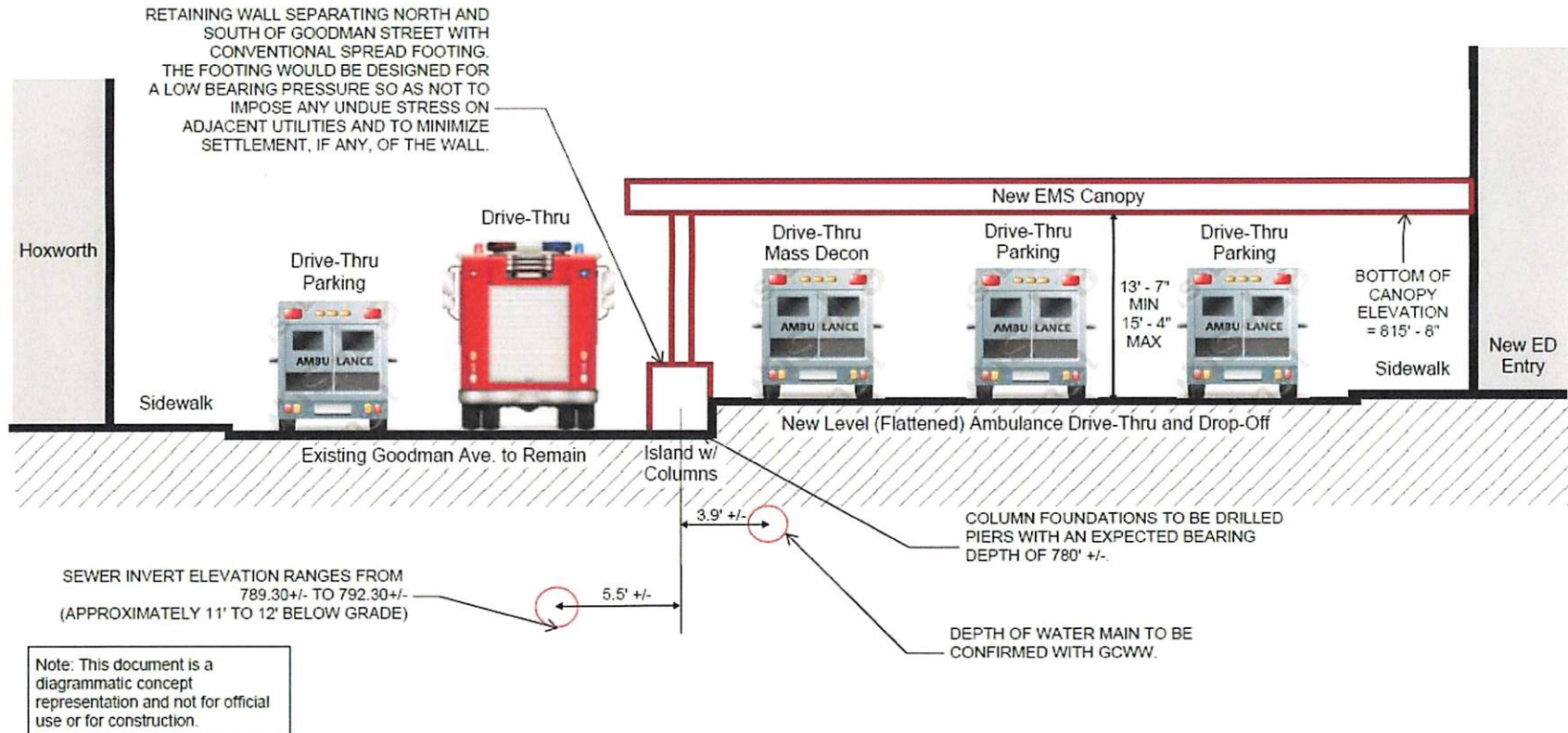


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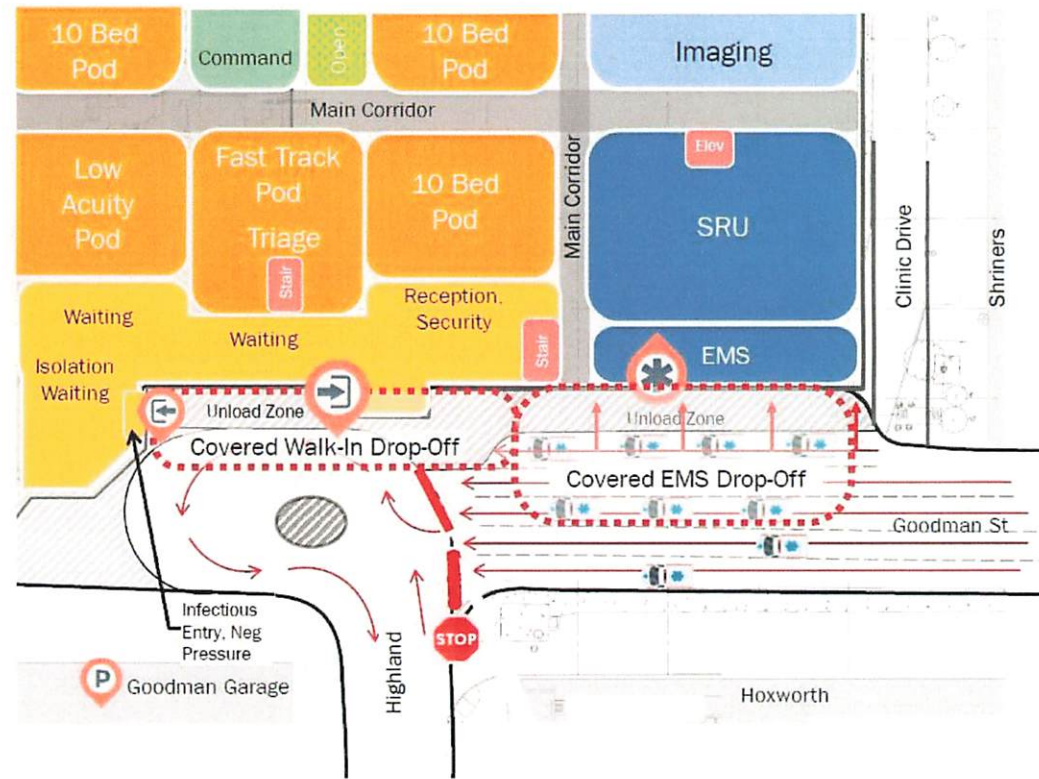
# Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



# New EMS & Walk-in Drop-Off Site Plan Concept

- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Decteam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.



**EXHIBIT E-1**  
to  
Lease Agreement

*ACTUAL CONSENTS TO LEASE AGREEMENT*

1. University of Cincinnati Medical Center, LLC, an Ohio limited liability company
2. Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children)
3. State of Ohio, for the use and benefit of the University of Cincinnati, a State University
4. UC Health, LLC, an Ohio limited liability company

**EXHIBIT F**  
to  
Lease Agreement

*FORM OF MEMORANDUM OF LEASE*

[Space Reserved For Recorder]

**MEMORANDUM OF LEASE**

10. **Landlord:** **City of Cincinnati**  
801 Plum Street  
Cincinnati, Ohio 45202

**Tenant:** **UC Health, LLC**  
3200 Burnet Avenue  
Cincinnati, Ohio 45202

11. **Effective Date of Lease:** \_\_\_\_\_, 2021

12. **Description of Leased Premises:** Portions of Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and that parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, as more particularly described on **Exhibit A**.

13. **Term of Lease:** The Initial Term shall commence on the Effective Date (as defined in the Lease) and shall continue through July 31, 2053 (the "Expiration Date").

14. **Extension Term:** The Initial Term of the Lease shall automatically be extended for one (1) renewal period of thirty (30) years, as described more particularly in the Lease.

15. **Option to Purchase/Right of First Refusal:** None

16. **Traffic Flow:** The traffic flow on the Leased Premises will be as generally depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

17. **Abutting Owner Consents:** The following owners whose properties abut the Leased Premises have consented to the Lease: (a) University of Cincinnati Medical Center, LLC, an Ohio limited liability company ("**UCMC**"), (b) the City of Cincinnati, an Ohio municipal corporation (the "**City**"), (c) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children)

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("Shriners"), (d) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University (the "State"), and (e) UC Health, LLC, an Ohio limited liability company ("UC Health"). UCMC, Shriners, the State, and UC Health have executed Consents to Lease Agreement, copies of which are attached hereto as **Exhibit C** (the "Abutting Owner's Consents"). The City's consent to the Lease, both as an abutting property owner and as owner of the Leased Premises, is evidenced in Ordinance No. \_\_\_\_\_-2021, passed on \_\_\_\_\_, 2021. This Memorandum of Lease is referenced as "Exhibit B" in each of the Abutting Owner's Consents.

18. **Other Terms:** The Lease contains and sets forth other important terms and provisions, and the Lease is incorporated herein by reference. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Lease. In the event of any conflict between the Lease and the terms of this Memorandum, the Lease shall control.

**[Signatures on Following Pages]**

[Landlord's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Landlord has executed this Memorandum of Lease as of the date set forth below.

**CITY OF CINCINNATI:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

[Tenant's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Tenant has executed this Memorandum of Lease as of the dates set forth below.

**UC HEALTH, LLC:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of UC Health, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

This instrument was prepared in its unexecuted form by: Laura K. Napolitano, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202 (513) 621-6464.

**EXHIBIT A**  
**TO MEMORANDUM OF LEASE**

**Legal Description of Leased Premises**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

**EXHIBIT B**  
**TO MEMORANDUM OF LEASE**

**Health**  
 New ED & Surgery Infill  
 Civil SD Set

**CANNONDESIGN**

1000 N. 17th Street  
 Suite 100  
 Minneapolis, MN 55403  
 Tel: 612.338.1100  
 Fax: 612.338.1101  
 www.cannondesign.com



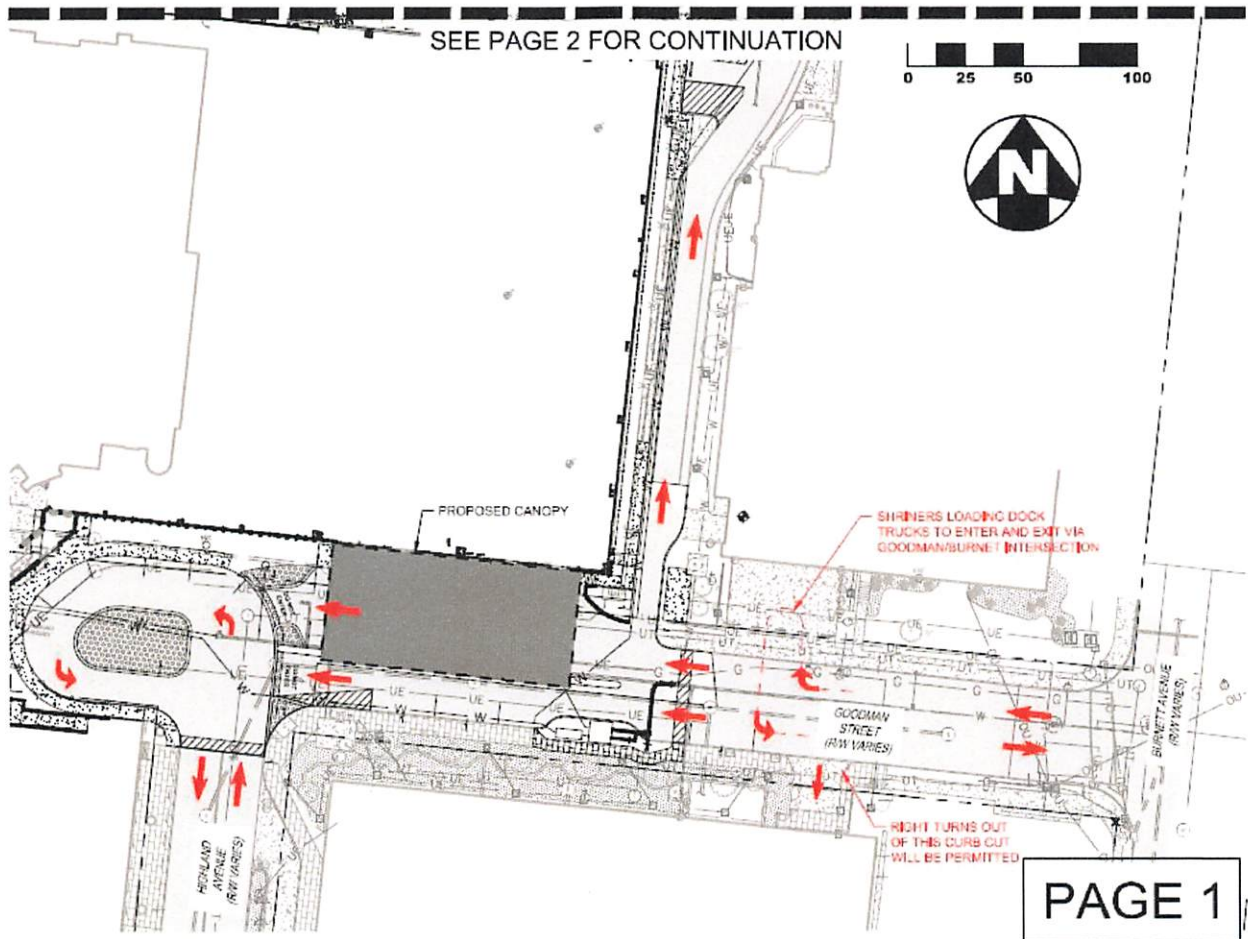
TRAFFIC FLOW  
 EXHIBIT

1 OF 1



{00330504-9}

**EXHIBIT B-1**  
**TO MEMORANDUM OF LEASE**

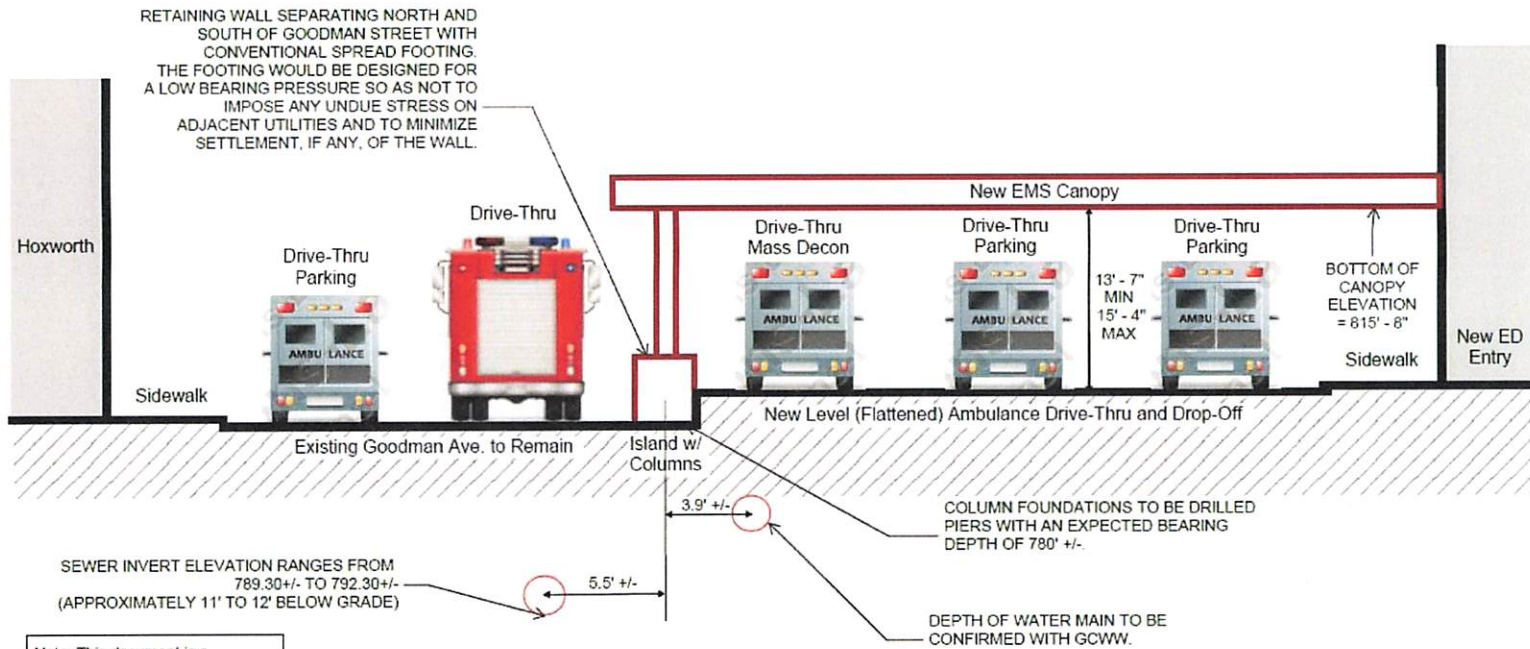


**EXHIBIT B-2**  
**TO MEMORANDUM OF LEASE**





### Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



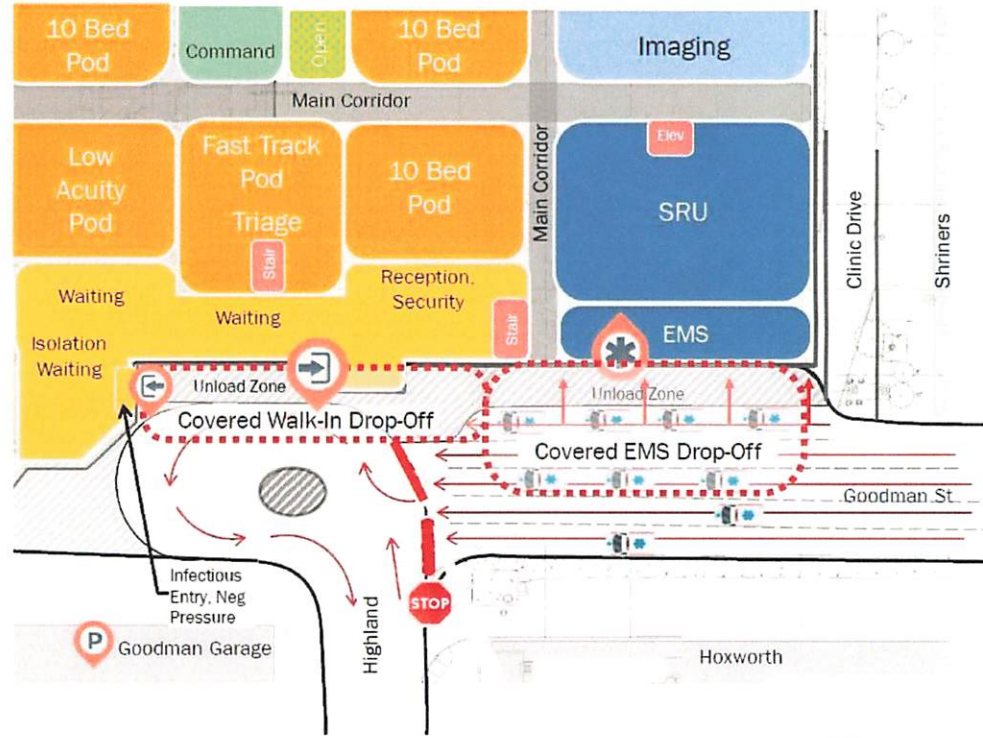
Note: This document is a diagrammatic concept representation and not for official use or for construction.

EXHIBIT B-3  
TO MEMORANDUM OF LEASE

# New EMS & Walk-in Drop-Off Site Plan Concept

- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Decteam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.



**EXHIBIT C**  
**TO MEMORANDUM OF LEASE**

*Please See Attached.*

**[INSERT COPIES OF SIGNED ABUTTING OWNER'S CONSENTS]**

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10817043.18

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

Property: Goodman Street (west of Burnet Avenue)  
& Highland Avenue (north of Piedmont Avenue)

## LEASE AGREEMENT

This Lease Agreement ("**Lease**") 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 is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **UC Health, LLC**, an Ohio limited liability company, the address of which is 3200 Burnet Avenue, Cincinnati, OH 45229 ("**UC Health**").

### Recitals:

A. The City, as lessor, entered into that certain Lease dated September 12, 1978, with the **Board of Trustees of the University of Cincinnati**, a State university (the "**University**"), as lessee (the "**Original City Lease**"), pursuant to which the City leased to the University certain real property in Hamilton County, Ohio, which is commonly referred to as "University Hospital." The City Lease is recorded at Lease Book 337, Page 455 of the Hamilton County, Ohio Records.

B. The Original City Lease was subsequently supplemented by (i) Lease Supplement dated November 10, 1986 and recorded at Lease Book 355, Page 1078 of the Hamilton County, Ohio Records, (ii) Lease Supplement dated June 23, 1989 and recorded at O.R. Vol. 5040, Page 1497 of the Hamilton County, Ohio Records, and (iii) Lease Supplement dated July 17, 1992 and recorded at O.R. Vol. 5919, Page 1691 of the Hamilton County, Ohio Records (collectively, the "**Lease Supplements**"). The Original City Lease, as supplemented by the Lease Supplements, shall be referred to herein as the "**City Lease**."

C. The University entered into that certain Lease Agreement dated December 23, 1996 (the "**University Hospital Lease**") with University Hospital, Inc., an Ohio non-profit corporation ("**UHI**"), pursuant to which the University assigned to UHI all of its right, title and interest in and to, and its obligations under the City Lease. The Memorandum of Lease and Assignment of Lease for the University Hospital Lease is recorded at O.R. Vol. 7233, Page 1571 of the Hamilton County, Ohio Records.

D. By virtue of the City Lease and University Hospital Lease, the City leases to UC Health for hospital purposes certain property located in the block bounded by Goodman Street, Eden Avenue, Albert Sabin Way, and Burnet Avenue (the "**UC Health Property**").

E. Portions of the UC Health Property abuts the public rights-of-way commonly known as Goodman Street and Highland Avenue, which public rights-of-way are under the management and control of the City's Department of Transportation and Engineering ("**DOT**"). UC Health desires to lease (i) portions of Goodman Street and Highland Avenue, and (ii) that certain parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, all of which is more particularly depicted on Exhibit A (*Site Survey*) and described on Exhibit B (*Legal Description*) hereto (collectively, the "**Leased Premises**") to construct and maintain certain improvements thereon, as more particularly detailed in Section 13 of this Lease and in the Approved DOTE Traffic Flow Plans as generally depicted on Exhibit C (the "**Permitted Improvements**"), for the purpose of vehicular and pedestrian ingress and egress to the Emergency Department located on the UC Health Property (the "**Permitted Use**").

F. The City is agreeable to lease to UC Health the Leased Premises finding that it is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

G. UC Health has delivered to the City an Attorney Certificate of Title, substantially in the form attached hereto as Exhibit D, signed by a reputable attorney practicing in Hamilton County, Ohio, certifying that the owners of all the real property abutting the Leased Premises are as follows: (i) University of Cincinnati Medical Center, LLC, an Ohio limited liability company, (ii) the City, (iii) Shriners Hospitals for Children, a {00330504-9}

Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children) (“**Shriners**”), (iv) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University, and (v) UC Health. All necessary abutters to the Leased Premises have executed the Consent to Lease Agreement in the form attached hereto as Exhibit E (“**Consent to Lease Agreement**”), copies of the actual individual Consents to Lease Agreement are attached hereto as Exhibit E-1. In lieu of executing the Consent to Lease Agreement as an abutting property owner, the City’s consent to the Lease is evidenced in Ordinance No. \_\_\_\_-2021, passed on \_\_\_\_\_, 2021.

H. Pursuant to Section 723.04, Ohio Revised Code, the City has determined that there is good cause to close certain portions of the Leased Premises to the general public, and that the lease of the Leased Premises to UC Health will not be detrimental to the general interest.

I. Pursuant to Section 331-1, Cincinnati Municipal Code (“**CMC**”), the City has determined (i) that the Leased Premises is not needed for any municipal purpose for the duration of the Lease, (ii) that the portions of the Leased Premises encumbered by the Permitted Improvements are not needed for transportation or other municipal purposes for the duration of the Lease, (iii) leasing the Leased Premises to UC Health is not adverse to the City’s retained interest in the Leased Premises, and (iv) that leasing the Leased Premises to UC Health will not have an adverse effect on the usability or accessibility of any existing facilities in the public right-of-way.

J. Pursuant to Section 331-1, CMC, the City has determined that the fair market rental value of the Leased Premises, as determined by appraisal by the City’s Real Estate Services Division, is \$20,000/year; however, in consideration of UC Health assuming responsibility for the maintenance and repair of the Leased Premises at its sole cost, the City is agreeable to lease the Leased Premises to UC Health for \$1.00/year.

K. Pursuant to Section 331-5, CMC, the City has determined that eliminating competitive bidding in connection with leasing the Leased Premises is in the best interest of the public because, as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof, and UC Health has obtained the individual Consents to Lease Agreement from all necessary abutting property owners to the Leased Premises.

L. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s lease of the Leased Premises to UC Health at its meeting on April 16, 2021.

M. The City’s execution of this Lease was approved by Cincinnati City Council by Ordinance No. \_\_\_\_-2021, passed on \_\_\_\_\_, 2021.

NOW THEREFORE, the parties hereby agree as follows:

**1. Grant.**

(A) Grant. The City does hereby lease the Leased Premises to UC Health, and UC Health does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to UC Health are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to UC Health concerning the physical condition of the Leased Premises or the condition of the City’s title to the Leased Premises and, on the Effective Date, UC Health shall accept the Leased Premises in “as is” condition.

(B) Access by City Departments and Utility Companies. UC Health shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year), by: (i) DOTE for inspection and other purposes; and (ii) the City’s Police and Fire Departments and other emergency vehicles. Pursuant to Section 723.041, Ohio Revised Code, all affected public utilities, including without limitation Greater Cincinnati Water Works (“**GCWW**”), Metropolitan Sewer District of Greater Cincinnati (“**MSD**”), Duke Energy (“**Duke**”), and {00330504-9}

Cincinnati Bell, shall have the right to access the Leased Premises at any time for the inspection, operation, maintenance, repair or replacement of any and all existing underground and overhead utility facilities located within the Leased Premises. If UC Health's use of the Leased Premises causes damage to existing utility facilities belonging to a utility provider, UC Health shall immediately notify the appropriate utility provider. All costs of repairing such damage caused by UC Health (and not utility providers), including without limitation, all costs of replacing any damaged utility facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by UC Health and shall be payable by UC Health within thirty (30) days after UC Health receives documentation substantiating such costs. If any utility provider damages or must remove any improvements installed by UC Health within the Leased Premises in connection with its inspection, operation, maintenance, repair or replacement of its existing utility facilities in the area, UC Health shall be solely responsible for all costs associated with the repair, replacement or relocation of the Permitted Improvements.

## 2. Term.

(A) Initial Term. The initial term ("**Initial Term**") of this Lease shall commence on the Effective Date and shall continue through July 31, 2053 (the "**Expiration Date**"), unless extended or sooner terminated as herein provided. The City shall deliver possession of the Leased Premises to UC Health on the Effective Date. Notwithstanding the foregoing, the City shall have the right to terminate this Lease at any time by giving UC Health no less than 30 days written notice, if the City determines that the Leased Premises are needed for transportation or any other municipal purpose; provided, however, that UC Health and the City may negotiate in good faith to delay the termination of the Lease for up to 12 months to avoid any unreasonable disruptions to UC Health's business operations, which delay may be granted by the City at the sole discretion of the City.

(B) Extension Term. Provided that (i) on the Expiration Date UC Health is not in default under this Lease beyond any applicable notice and cure period provided for herein, and (ii) UC Health has not notified the City in writing that UC Health does NOT wish to extend the Term (a "**Notice of Non-Renewal**"), the Initial Term of this Lease shall automatically be extended for one (1) renewal period of thirty (30) years (the "**Extension Term**") upon the same terms, covenants and conditions set forth in this Lease. UC Health may exercise its option NOT to extend the Lease as set forth herein by delivering a Notice of Non-Renewal to the City not less than one (1) year before the expiration of the Initial Term. As used herein, the "**Term**" of this Lease means the Initial Term and, if applicable, the Extension Term.

## 3. Rent.

(A) Base Rent. On or before the Effective Date, UC Health shall pay the City rent for the Leased Premises for the Term, in the amount of \$1.00/year ("**Base Rent**"). The City acknowledges receipt of the full payment of the Base Rent for the Initial Term and the Extension Term.

(B) Payment. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use. UC Health may use the Leased Premises for the Permitted Use, and for no other purpose unless approved in writing by DOTE. UC Health shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment, except in such quantities as are permitted by law and used for hospital purposes.

5. Utilities & Other Expenses. During the Term of this Lease, UC Health shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes and assessments levied against the Leased Premises that become due and payable during the Term (the parties acknowledge that the Leased Premises may currently be tax-exempt), and (iii) any and all other expenses associated with the Leased Premises. *UC Health acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

6. Maintenance and Repairs. UC Health shall, at its sole expense, keep and maintain the  
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Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs and sidewalks within the Leased Premises. UC Health shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, UC Health shall promptly repair such damage, at its sole expense, to the satisfaction of DOTE. UC Health shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

**7. Alterations.**

**(A) Vehicular/Pedestrian Access.**

(i) *Type and Location of Barriers:* UC Health, at its expense, may modify or otherwise restrict access to the Leased Premises by the general public through the construction or installation of the Permitted Improvements in the approximate locations generally as shown on Exhibit C, provided, however, that UC Health shall have first determined that the Permitted Improvements will not interfere with the rights of utility providers to access, operate, maintain and repair their facilities as described in paragraph 7(B) below.

(ii) *DOTE Approval of Plans:* UC Health shall design and install the Permitted Improvements in accordance with professionally prepared plans and specifications approved in writing by DOTE. UC Health, through a licensed street contractor, shall obtain a street opening permit before installing the Permitted Improvements and shall pay any and all permit fees imposed by DOTE. Before a street opening permit can be issued, UC Health's licensed street contractor shall be required to supply two (2) sets of plans to DOTE showing the location of the Permitted Improvements in relation to street fixtures and the rights of way lines. If the Permitted Improvements includes bollards or structural supports, the plans must show bollard and structural footing and details showing how the bollards or structural supports are to be installed. Retractable bollards must require a key to both raise and lower the bollards.

(iii) *Removal:* At the end of the Term, and unless DOTE requires that the Permitted Improvements remain in place, UC Health shall remove the Permitted Improvements and immediately perform all necessary street and sidewalk restoration under a DOTE street opening permit obtained by a licensed contractor. If UC Health fails to timely remove the Permitted Improvements and complete such restoration to the satisfaction of the City Engineer, the City may do so at UC Health's expense, which amount shall be payable by UC Health within thirty (30) days after UC Health's receipt of a statement from the City indicating the amount due. The foregoing notwithstanding, if this Lease is terminated in connection with UC Health's simultaneous acquisition of title to the Leased Premises from the City, UC Health shall not be required to remove the Permitted Improvements at the end of the Term.

(B) No Liens. UC Health shall not permit any mechanics liens to attach to the Leased Premises in connection with work performed by or at the request of UC Health. Notwithstanding the foregoing, UC Health may file any notices of commencement on UC Health's leasehold interest that UC Health deems necessary or desirable in connection with the construction of the Permitted Improvements on the Leased Premises.

(C) Compliance with Laws. UC Health shall obtain all necessary City inspection permits for work within the Leased Premises performed by UC Health and shall pay all required permit fees. UC Health shall ensure that all work is performed in compliance with all applicable federal, state and local laws, codes, regulations and other governmental requirements.

(D) No Other Alterations or Signs. Upon and after installation of the Permitted Improvements, UC Health shall not (i) make any additional alterations or improvements to the Leased Premises, (ii) install any signs within the Leased Premises that are visible from outside the Leased Premises, (iii) install any new utilities within the Leased Premises, or (iv) remove any existing improvements within the Leased Premises, without obtaining the prior written consent of DOTE. If UC Health proposes to install any permanent-type structures or other improvements within the Leased Premises (including without limitation the Permitted Improvements), UC Health shall also obtain the prior written consent of all utility companies whose utility {00330504-9}

facilities might be affected.

**8. Insurance; Indemnification.**

(A) Insurance. Throughout the Term, UC Health shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as additional insured, and such additional insurance as DOTE or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by UC Health hereunder shall be issued by insurance companies reasonably acceptable to the City. If UC Health constructs any improvements within the Leased Premises, UC Health shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Effective Date and upon request thereafter, UC Health shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Subrogation. All improvements, materials, equipment and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at UC Health's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. UC Health hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of UC Health's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that UC Health shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) Indemnification. UC Health shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages relating to the Leased Premises and accruing during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

**9. Default; Remedies.**

(A) Default. Each of the following shall constitute an event of default by UC Health under this Lease:

- (i) If UC Health fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than thirty (30) days after UC Health receives written notice thereof from the City; or
- (ii) If UC Health fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than thirty (30) days after UC Health receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have occurred if UC Health commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within one hundred eighty (180) days (or such longer period as may be agreed upon by the parties) after UC Health receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if UC Health fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default that continues (i.e., remains uncured) beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving UC Health written notice thereof (by way of clarification, the {00330504-9)



City shall not exercise such termination right if the City shall have previously received written evidence that the default has been cured or that UC Health is diligently pursuing measures to cure), (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of UC Health, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity; all such rights and remedies being cumulative. UC Health shall be liable for all costs and damages suffered or incurred by the City in connection with UC Health's default or the termination of this Lease. UC Health shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with UC Health's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The City's failure to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. If UC Health becomes debarred by the federal, state or local government, the same shall constitute an immediate default of UC Health under this Lease.

**10. Notices.** All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express, UPS or other recognized courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease or at such other address as either party may from time to time specify by notice to the other. A copy of any notice required to be sent to UC Health shall also be sent to: UC Health, 3200 Burnet Avenue, Cincinnati OH 45229, Attention: Office of General Counsel. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If UC Health sends a notice to the City alleging that the City is in default under this Lease, UC Health shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

**11. Surrender; Holdover.**

(A) Surrender; Holdover. At the end of the Term, UC Health shall surrender the Leased Premises to the City in the condition in which UC Health is required to maintain the Leased Premises under the terms of this Lease. If UC Health remains in possession of the Leased Premises after the termination date, then, at the City's option, such holdover shall create a tenancy at will on the same terms and conditions as set forth in this Lease except that rent payable during such holdover shall be equal to the then fair market rental value of the Leased Premises as determined by the City's Real Estate Services Division. UC Health shall pay all costs incurred by the City in connection with UC Health's holdover, including without limitation attorneys fees and court costs.

(B) Removal of Alterations. If UC Health has made improvements to the Leased Premises during the Term, then, at the end of the Term (and unless UC Health shall have simultaneously acquired title to the Leased Premises from the City), the City shall identify which improvements UC Health shall be required to surrender (at no cost to the City) and which improvements UC Health shall be required to remove. If UC Health fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by UC Health, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and UC Health shall pay all costs incurred by the City in so doing within twenty (20) days after the City's written demand..

**12. General Provisions.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Lease may be amended only by a written amendment signed by both parties hereto. UC Health shall not assign its interests under this Lease or sublet any portion of the Leased Premises without the prior written consent of the City, which consent may not be unreasonably withheld. This Lease shall be binding upon UC Health and its successors and permitted assigns. If UC Health consists of more than one individual or entity, such individuals' or entities' obligations under this Lease are joint and several. This Lease shall not be recorded in the Hamilton County, Ohio Recorder's office. However, the parties may execute and record a memorandum of lease in substantially the form of Exhibit F (Form of Memorandum of Lease) hereto. This Lease shall be governed by the laws of the City of Cincinnati and the State of Ohio.

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13. **Additional Conditions from City's Coordinated Report (CR No. 59-2020).** UC Health shall comply with the following additional terms and conditions:

A. Greater Cincinnati Water Works.

- (i) Pre-Construction Phase: The following are required prior to commencing any grading of the Leased Premises, canopy construction, or work on the public water system facilities or private water branches:
  - (a) *Preliminary Application and Construction Plans.* UC Health has, at no cost to the City, submitted to GCWW a completed preliminary application ("**PA**") (which has been approved by GCWW) and shall, at no cost to the City, submit construction plans stamped by a professional engineer in accordance with the concept plan prepared by The Kleingers Group dated January 18, 2021 ("**Concept Plan**"). UC Health shall make any changes to the PA and Concept Plan as reasonably required by GCWW for approval. The PA and Concept Plan shall include, without limitation, details regarding:
    - (1) abandoning a portion of the 12" ductile iron water main in the Goodman Street right-of-way between Highland Avenue and the water service branch for the property located at 3229 Burnet Avenue, Cincinnati, Ohio (Shriner's Hospital);
    - (2) abandoning any service branches connected to the portion of the water main to be abandoned;
    - (3) applying for and purchasing any branches needed to provide water service to UC Health's facilities; and
    - (4) installing a new fire hydrant at the new terminus for the water main. The PA and Concept Plan, as approved by GCWW, shall be referred to herein as the "**Approved Water Plans.**"
  - (b) Contractor's Bond: UC Health shall cause its contractor to obtain a Contractor's Bond in accordance with GCWW Rules and Regulations.
  - (c) UC Health shall cause its contractor to notify GCWW Inspection at 513-591-7870 no less than 48 hours before commencing construction.
- (ii) *Construction Phase:*
  - (a) UC Health shall cause all construction to be completed in accordance with the Approved Water Plans and all other GCWW requirements.
  - (b) All construction work in connection with the water main and related appurtenances shall be performed with GCWW on-site inspection and approval. UC Health shall cause its contractor to comply with GCWW requirements, and UC Health shall be responsible for payment of GCWW inspection costs.
  - (c) All branch, backflow prevention, and meter inspections shall be performed by GCWW before water service can be established.
- (iii) *Costs and Fees:* UC Health shall be responsible for all applicable permit, application, inspection, and other costs and fees.

- (iv) *Water Main Area*. During the Term, the following terms shall apply to the eastern portion of the Goodman Street right-of-way where the public water main will remain (the “**Water Main Area**”):

The full width of the Water Main Area shall be accessible 24 hours a day, 365 days a year, for water system purposes, including repair, maintenance, operation, replacement, construction or removal of the water main and appurtenances, and related parking and staging. The City shall not be responsible to UC Health for any damage done within the Water Main Area to sod, shrubbery, landscaping, trees, pavement, roadway improvements or other improvements either natural or artificial whether said improvement is now existing or added in the future, by reason of GCWW access to the Leased Premises. The City shall not be responsible to UC Health for damages that may result from disruption or denial of ingress and egress to the Leased Premises or to UC Health’s property due to GCWW entry for water system purposes. UC Health shall not build or construct any structure or improvements or place any immovable items or woody landscaping of any kind over or upon the Water Main Area, without the prior written consent of GCWW. UC Health shall not make, or cause to be made, any grade changes of plus or minus one (1) foot over the full width profile of the Water Main Area so as not to impact any present or future GCWW operations.

- (v) Following the abandonment of the portion of the water main and branches in the Leased Area to the west of the Water Main Area (the “**Abandoned Facilities**”), the Abandoned Facilities shall no longer be GCWW public water facilities. UC Health shall take ownership and responsibility for operation, maintenance, repair, and replacement of the Abandoned Facilities during the Term. Any Abandoned Facilities repurposed by UC Health for private water service, as well as the private meter pit, backflow and other private water infrastructure serving UC Health’s facilities, shall be operated and maintained by UC Health in accordance with applicable GCWW Rules and Regulations and at no cost to the City. The City disclaims any warranty as to the condition or fitness of any Abandoned Facilities repurposed by UC Health for private water service purposes, and UC Health expressly releases the City from any responsibility for the condition of the Abandoned Facilities.

B. Department of Transportation and Engineering. UC Health has caused the completion of the traffic analysis being conducted by its consultant. Any recommendations requested by DOTE as a result of said traffic analysis shall be implemented by UC Health.

C. Metropolitan Sewer District of Greater Cincinnati.

- (i) A public sewer located within the Leased Premises is near proposed permanent structures shown in UC Health’s project plans: i.e., EMS Canopy concept in CR 59-2020 such as the Covered EMS Dropoff area, Traffic Gate, Island w/ Columns, and updated within the Kleingers Group letter, dated December 4th, 2020.

(a) The proposed centerline of column(s) to existing sewer centerline is illustrated as 5.5’ +/- . A final pier design, depth, and location are not shown with respect to the existing sewer. A retaining wall separating North and South of Goodman St. is noted, additional details similar to the columns and piers must be submitted to MSD. MSD will need to better understand the method of construction for the column piers and retaining wall.

(b) A minimum clearance of 13.5’ or greater between the bottom of the canopy and the street elevation may be necessary and will be reviewed as design progresses.

- (ii) A MSD Excavation and Fill permit, as well as construction bond may be necessary for any construction, construction traffic, earthwork, or any other construction activity over the existing sewers, depending on construction design. Additional requirements will be established by the MSD Excavation and Fill permit based on subsection (i) above, such as the verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing, etc.), depending on the final plan, column/pier and retaining wall loading calculations, and the final location and distance of the column(s) and piers with respect to existing sewer. Such information will be needed from the project to ensure no new loads are exerted on public sewers from proposed permanent structures.
  - (iii) MSD must maintain access to existing sewers for sewer inspection and flow monitoring or for point repair and other sewer operation and maintenance activities.
- D. Duke Energy. Duke Energy has a high pressure gas main on both ends of Goodman Street to which it must have access to maintain.
- E. Cincinnati Bell. Cincinnati Bell has existing facilities that 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 the Lease shall be handled entirely at UC Health's expense.
- F. Cincinnati Fire Department. The Cincinnati Fire Department must be able to access the Leased Premises at all times.

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

- Exhibit A – *Site Survey of Leased Premises*
- Exhibit B – *Legal Description of Leased Premises*
- Exhibit C – *Permitted Improvements*
- Exhibit C-1 – *Approved DOTE Traffic Flow Plans*
- Exhibit D – *Form Attorney Certificate of Title*
- Exhibit E – *Consent to Lease Agreement*
- Exhibit E-1 – *Actual Consents to Lease Agreement*
- Exhibit F – *Form Memorandum of Lease*

SIGNATURE PAGE FOLLOWS

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

**UC HEALTH, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

Approved by:

\_\_\_\_\_  
John Brazina, Director  
Department of Transportation & Engineering



Approved as to Form:

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

Certified Date: \_\_\_\_\_  
Fund/Code: \_\_\_\_\_  
Amount: \_\_\_\_\_  
By: \_\_\_\_\_  
Karen Alder, City Finance Director

# EXHIBIT A to Lease Agreement

## SITE SURVEY OF LEASED PREMISES

 <p><b>THE KLEINGERS GROUP</b> 1150 UNIVERSITY DRIVE, SUITE 200 ANN ARBOR, MI 48106 TEL: 734.769.1234 WWW.KLEINGERSGROUP.COM</p>	 <p>DATE: 08/28/2018 PROJECT: UC HEALTH 1. JAMES M. SMITH 2. JAMES M. SMITH</p>	<p><b>STREET AREA LEASE PLAT</b> <b>0.8952 ACRES</b> UNIVERSITY DRIVE, SUITE 200 ANN ARBOR, MI 48106 ANN ARBOR, MI 48106</p>	<p>DATE: 08/28/2018 SCALE: 1" = 100' PROJECT: UC HEALTH <b>UC HEALTH ED EXPANSION</b> SHEET NO: <b>1 OF 1</b></p>
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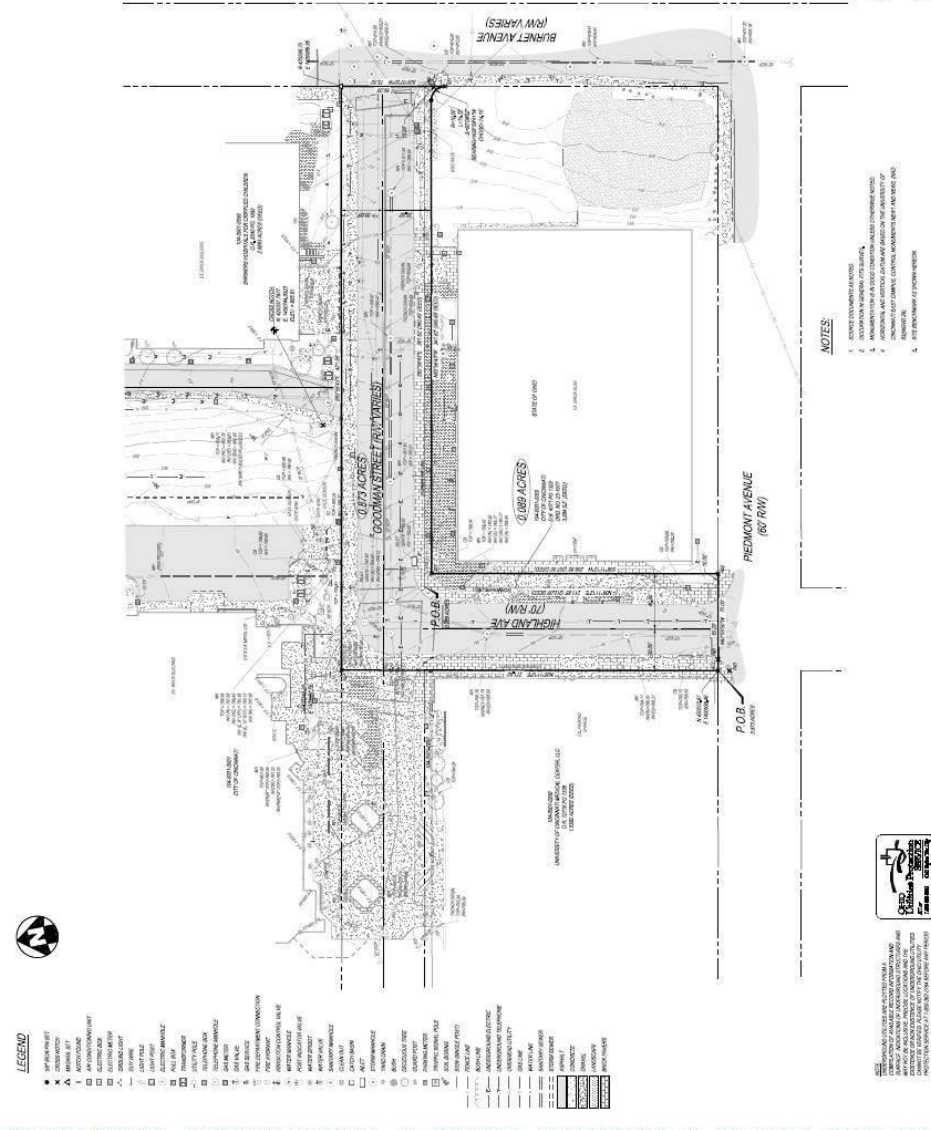
**CLOSURE 0.8952 ACRES**

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**SURVYOR'S CERTIFICATION**

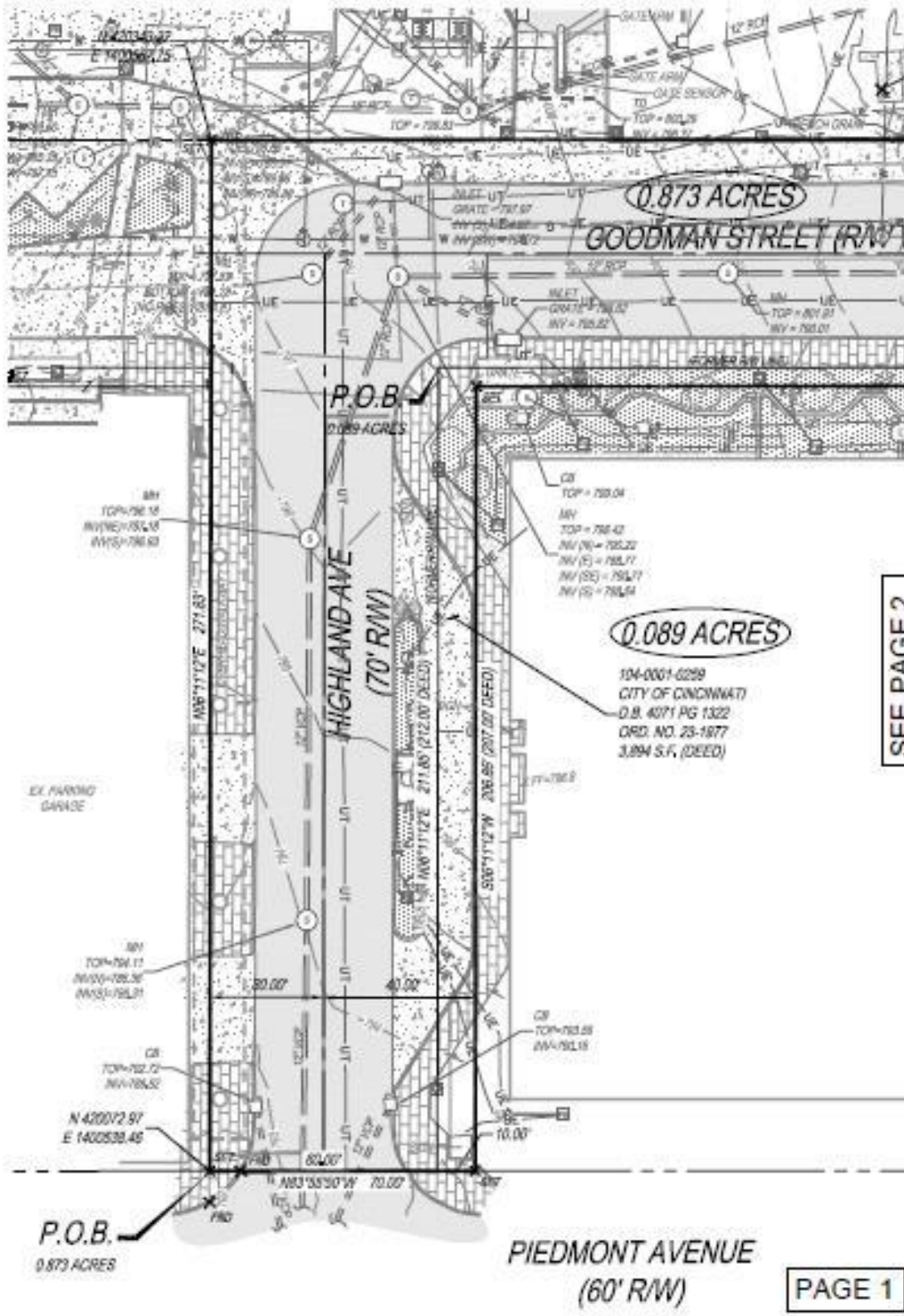
I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in the office of the State Engineer at Lansing, Michigan, and that the same is a true and correct copy of the original plat as filed in the office of the State Engineer at Lansing, Michigan, and that the same is a true and correct copy of the original plat as filed in the office of the State Engineer at Lansing, Michigan.

JAMES M. SMITH  
Professional Engineer  
No. 25396  
State of Michigan



INSPIRED PEOPLE CREATIVE DESIGN TRANSFORMING COMMUNITIES

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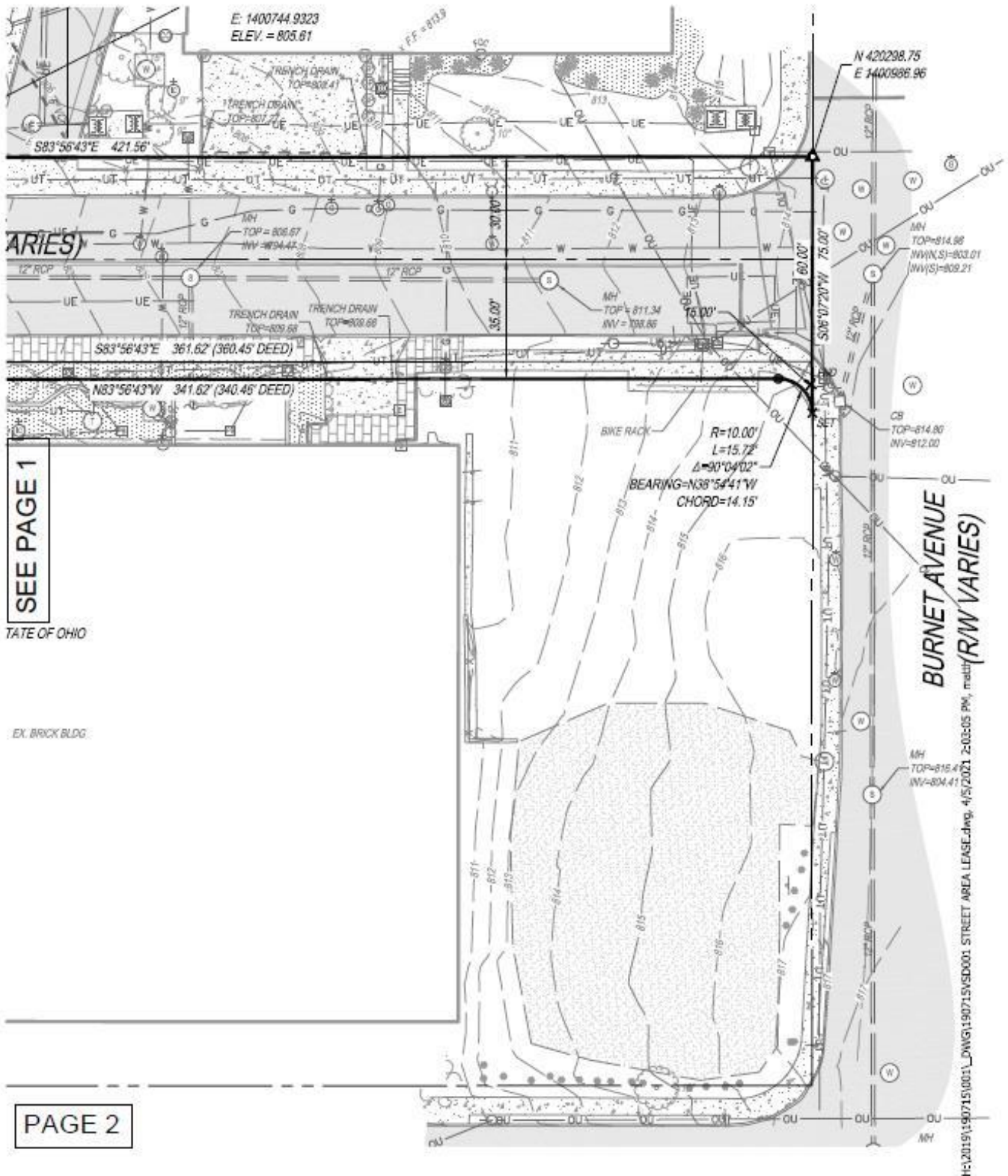


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**EXHIBIT B**  
to  
Lease Agreement

*LEGAL DESCRIPTION OF LEASED PREMISES*

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

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Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

**EXHIBIT C**  
to  
Lease Agreement

*PERMITTED IMPROVEMENTS*

*See Section 13 of this Lease and Attached Exhibit C-1*

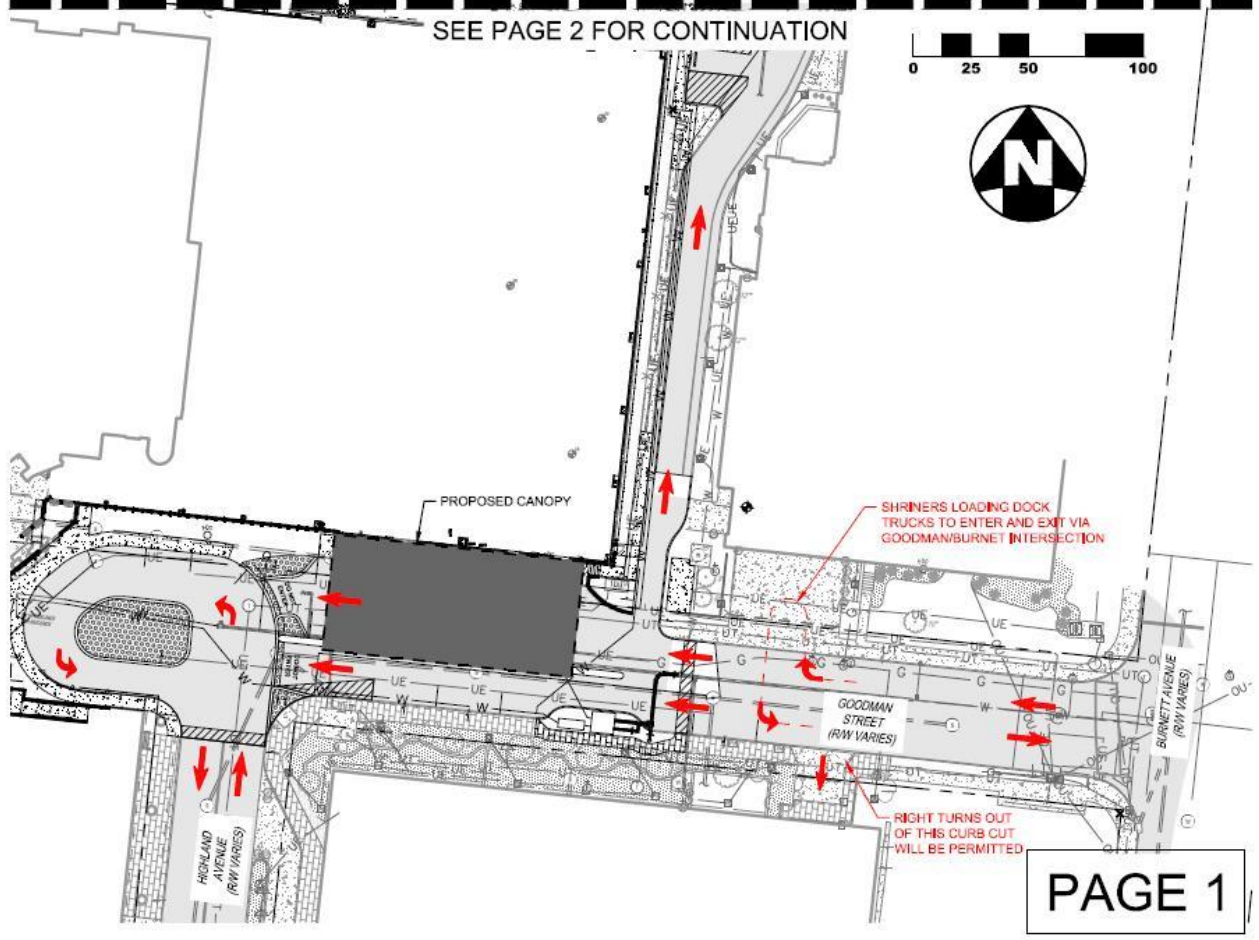
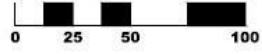
EXHIBIT C-1  
to  
Lease Agreement

DOTE APPROVED TRAFFIC FLOW PLANS

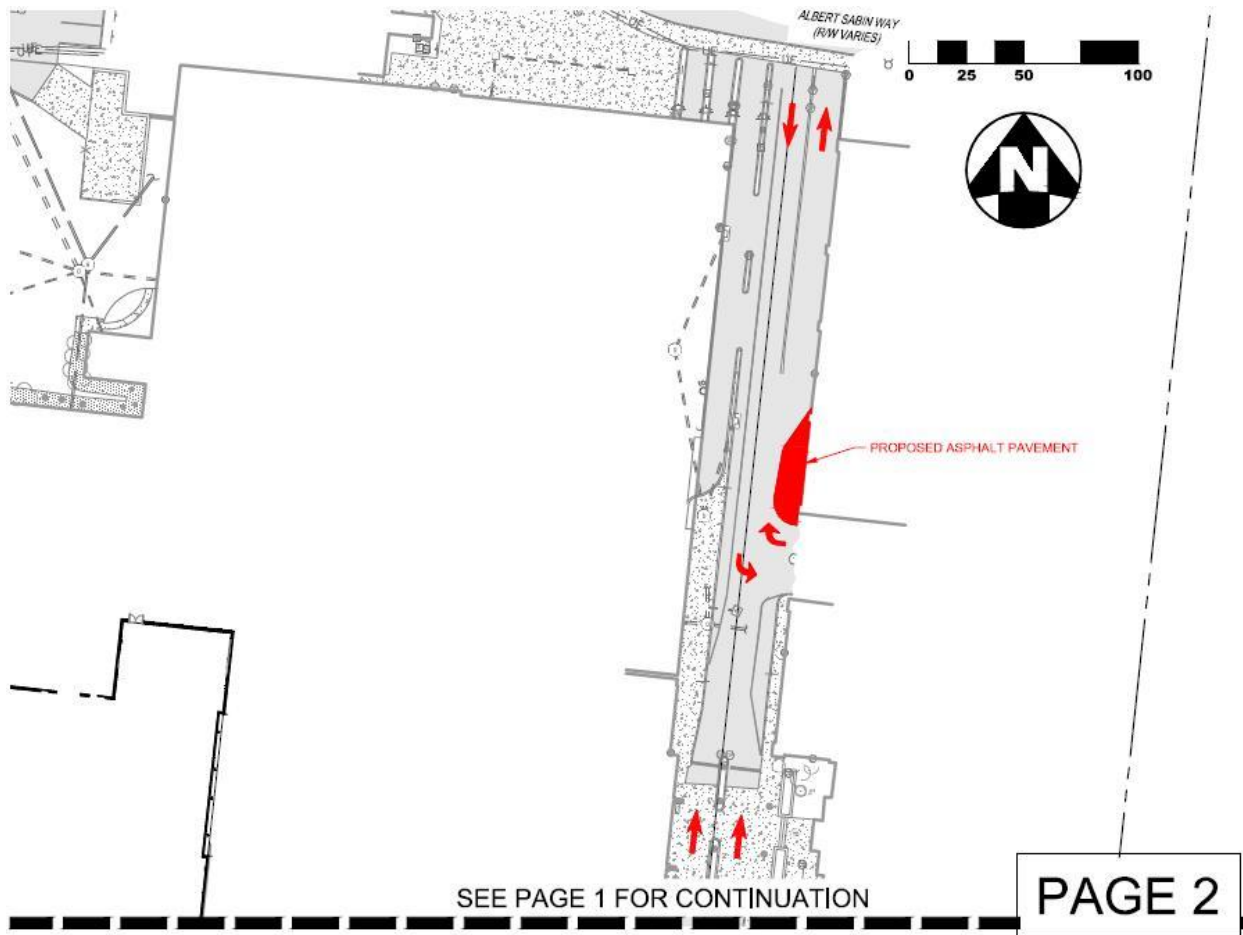


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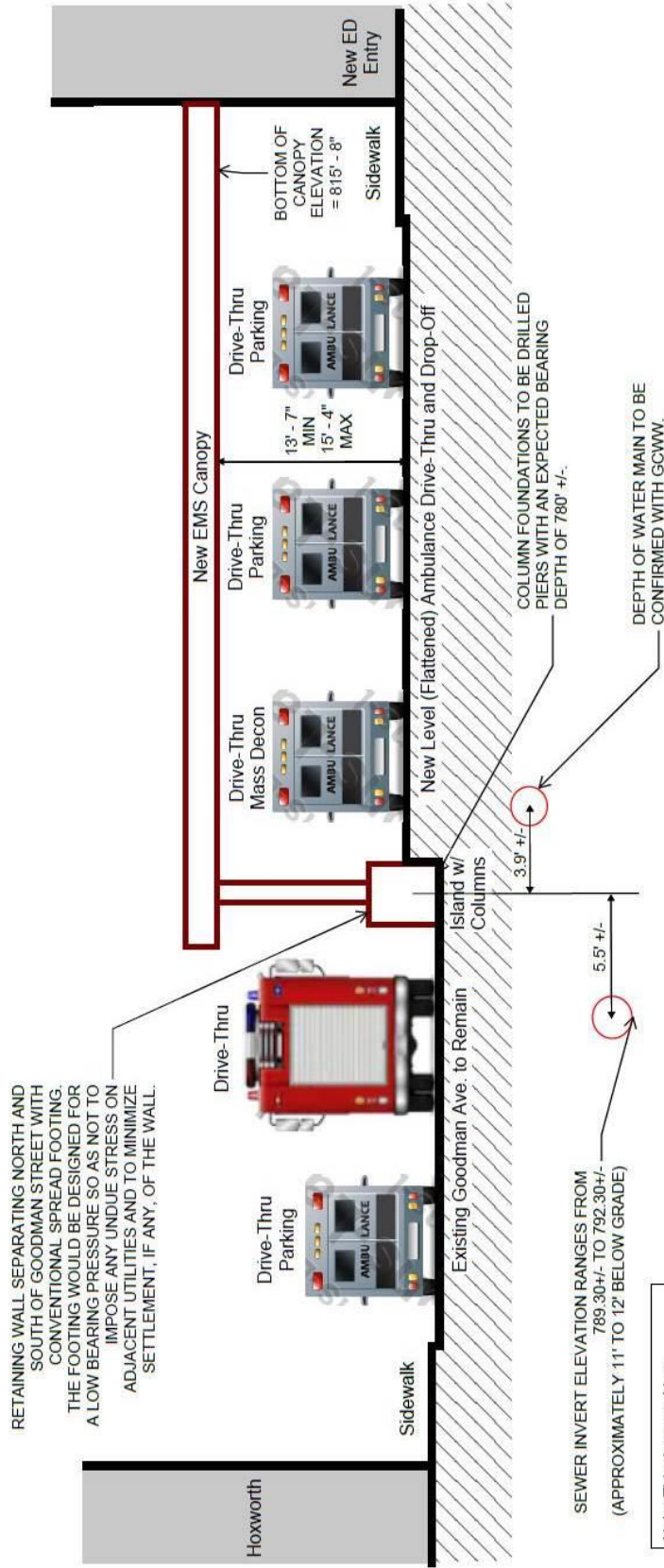
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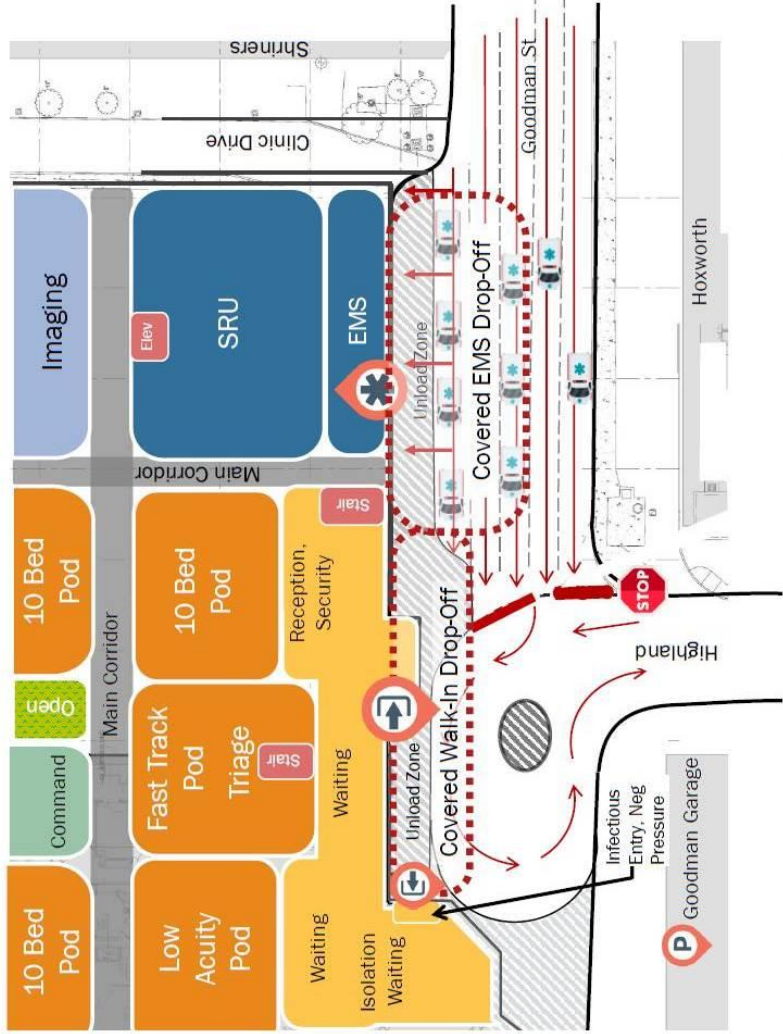


# Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



{00330504-9}

# New EMS & Walk-in Drop-Off Site Plan Concept



- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Dectoam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.



**EXHIBIT D**  
to  
Lease Agreement

*FORM ATTORNEY CERTIFICATE OF TITLE*

**ATTORNEY'S CERTIFICATE OF TITLE**  
(Lease of public right-of-way)

UC Health, LLC, an Ohio limited liability company ("**Petitioner**"), whose address is 3200 Burnet Avenue, Cincinnati, Ohio 45229, Attn: Office of General Counsel, has requested to lease (i) a portion of the public right-of-way known as Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and (ii) that parcel of real property known as Hamilton County, Ohio Auditor's Parcel No. 104-0001-0259-00, all as more particularly described in Exhibit A and depicted on Exhibit B hereto (collectively, the "**Property**").

	<b>NAME OF ABUTTING OWNER</b>	<b>HAMILTON COUNTY AUDITOR'S PARCEL NO.</b>
1.	City of Cincinnati	104-0001-0011-00 and 104-0001-0053-00 thru 104-0001-0058-00 (consolidated with Parcel No. 104-0001-0001-90)
2.	Shriners Hospitals for Children (formerly known as Shriners Hospitals for Crippled Children)	104-0001-0059-90
3.	UC Health, LLC	104-0001-0068-00
4.	State of Ohio, for the use and benefit of the University of Cincinnati, a State University	104-0001-0076-00; 104-0001-0078-00; 104-0001-0079-00; 104-0001-0081-90; 104-0001-0082-90; 104-0001-0083-90; 104-0001-0063-90; 104-0001-0085-90; 104-0001-0130-90; 104-0001-0132-90; 104-0001-0134-90; 104-0001-0135-90; 104-0001-0137-90; 104-0001-0138-90; and 104-0001-0139-90
5.	University of Cincinnati Medical Center, LLC	104-0001-0256-00

[SIGNATURE ON FOLLOWING PAGE]

Cincinnati, Ohio, \_\_\_\_\_, 2021.

I, the undersigned attorney at law, practicing in Hamilton County, Ohio, hereby certify that the above Petitioner and the above listed owners are all of the owners of the land abutting on the Property.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**TO ATTORNEY CERTIFICATE OF TITLE**

**Legal Description of Property**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

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Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.



All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

# EXHIBIT B TO ATTORNEY CERTIFICATE OF TITLE

## Depiction of Property

 <p><b>THE KLEINGERS GROUP</b> 144 W. JACKSON BLVD., SUITE 300 ANN ARBOR, MI 48106 PH: 734.975.3333 WWW.KLEINGERSGROUP.COM</p>	 <p>STATE OF MICHIGAN PROFESSIONAL SURVEYOR JAMES L. WILSON NO. 32682 ISSUED 12/2019 EXPIRES 12/2025</p>	<p><b>STREET AREA LEASE PLAT</b> <b>0.982 ACRES</b> RECEIVED IN THE OFFICE OF THE REGISTERED CLERK OF THE CLERK OF COURT MICHIGAN, JANUARY 15, 2025 FILE NO. 2024-025</p>	<p><b>UC HEALTH ED EXPANSION</b></p> <p style="font-size: 2em; font-weight: bold;">1 OF 1</p>
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**CLOSURE: 0.982 ACRES**

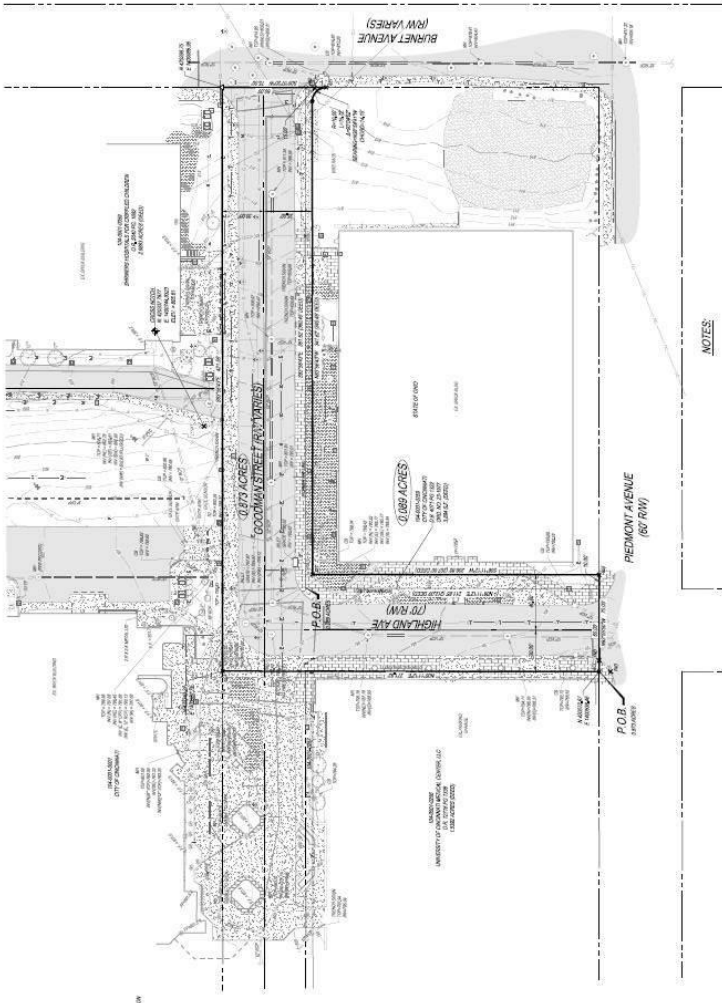
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**SURVEYOR'S CERTIFICATION**

I, JAMES L. WILSON, being duly sworn, depose and say that I am the duly qualified and licensed Professional Surveyor who prepared this plat and that the information contained herein is true and correct to the best of my knowledge and belief and that I am not aware of any facts or circumstances which would render the information contained herein false or misleading in any material particular.

DATED: 01/10/25

BY: JAMES L. WILSON, Professional Surveyor



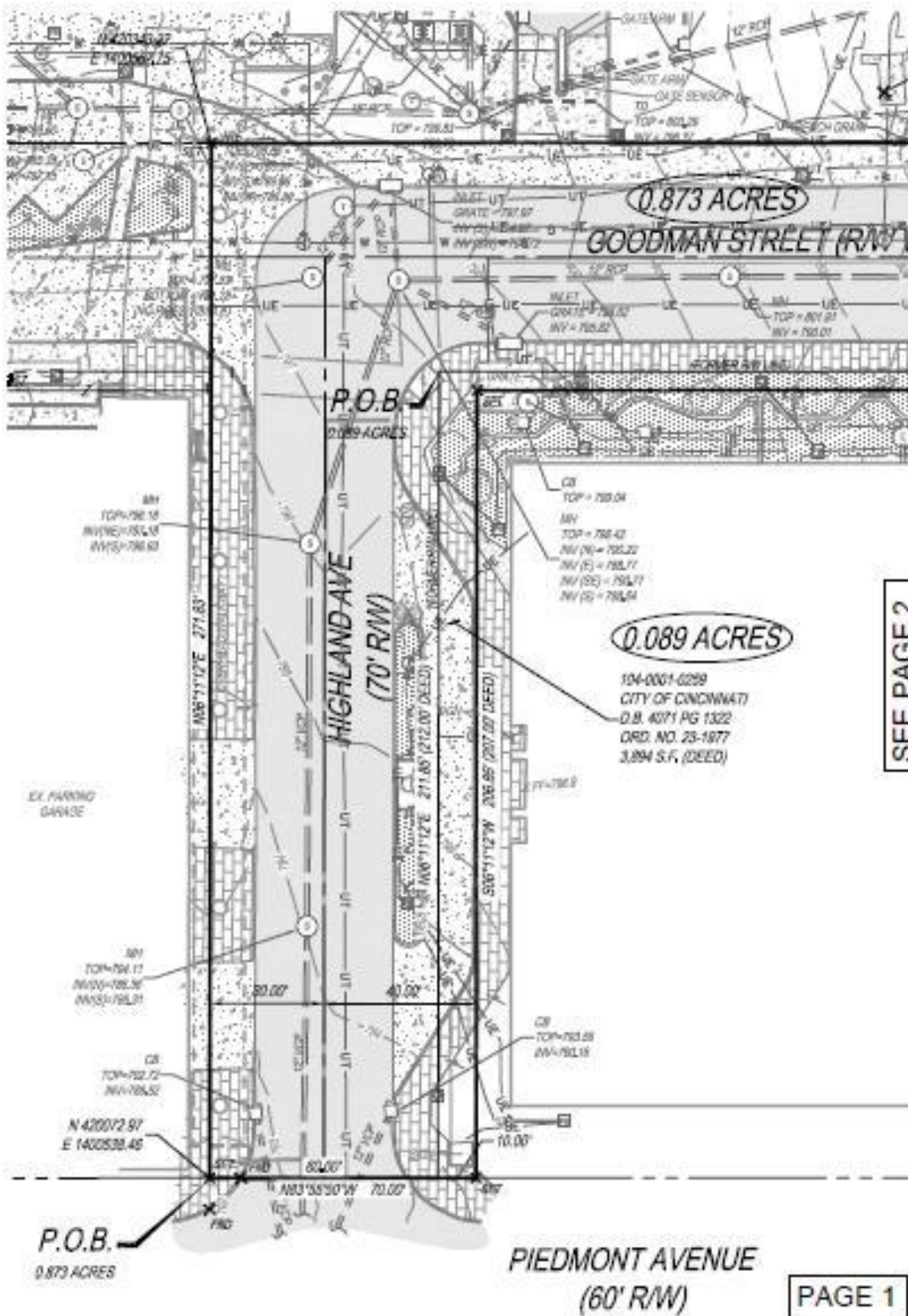
**NOTES:**

1. EXISTING UTILITIES SHOWN AS DOTTED LINES.
2. EXISTING UTILITIES TO BE MAINTAINED AS SHOWN ON THE PLAT.
3. EXISTING UTILITIES TO BE REMOVED AS SHOWN ON THE PLAT.
4. EXISTING UTILITIES TO BE RELOCATED AS SHOWN ON THE PLAT.

**LEGEND**

- 1. 1/8" = 1' SCALE
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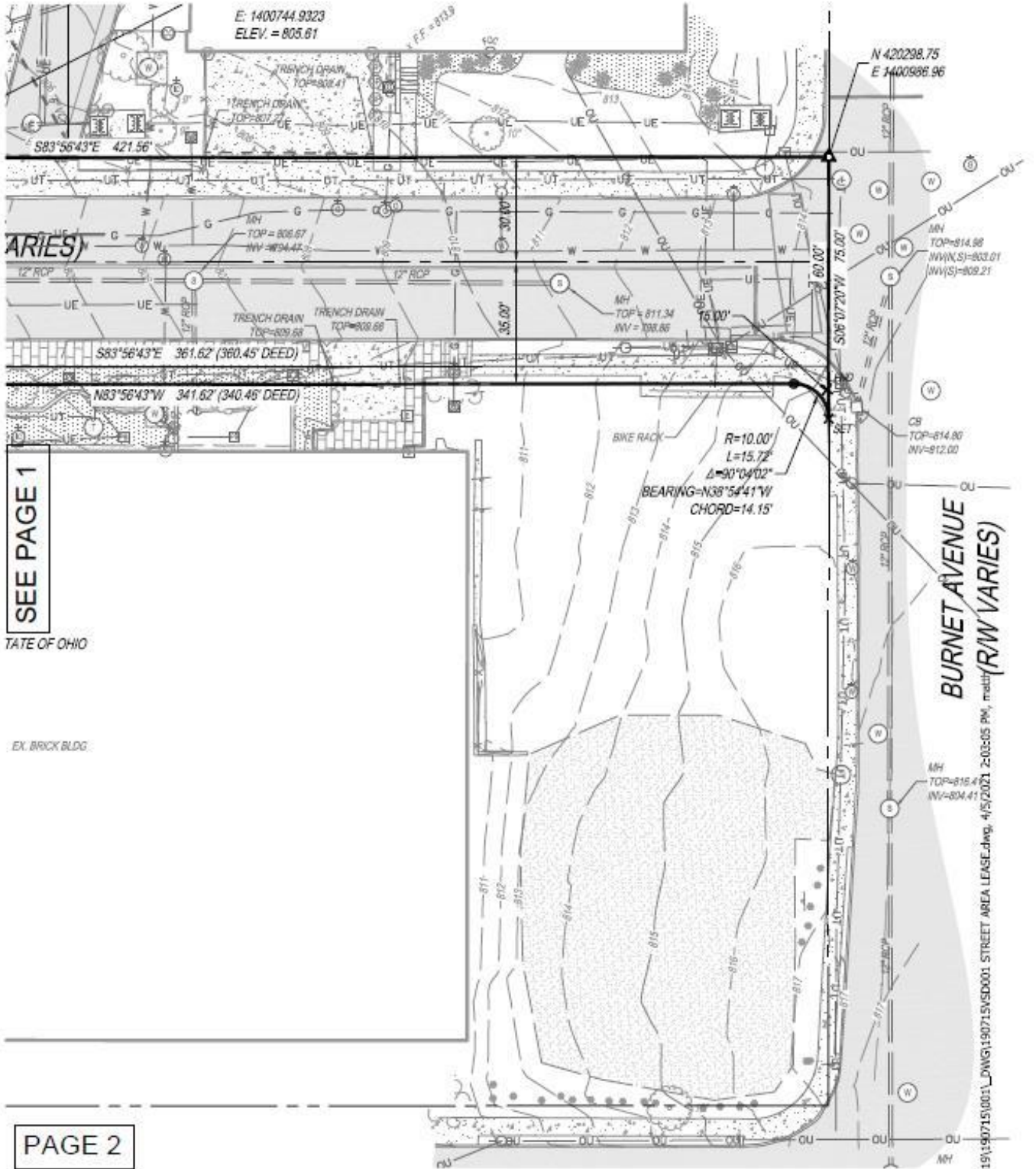
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SEE PAGE 2

PAGE 1

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SEE PAGE 1

TATE OF OHIO

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PAGE 2

BURNET AVENUE  
(R/W VARIES)

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**EXHIBIT E**  
to  
Lease Agreement

**FORM CONSENT TO LEASE AGREEMENT**

**CONSENT TO LEASE AGREEMENT**

THIS CONSENT TO LEASE AGREEMENT ("**Consent**") is made and executed by \_\_\_\_\_, a(n) \_\_\_\_\_ (the "**Owner**") effective as of the date of the Lease (as defined below).

**WHEREAS**, pursuant to a certain deed recorded in Official Record \_\_\_\_\_, Page \_\_\_\_\_ of the Hamilton County, Ohio Records, Owner is the owner of the real property located at \_\_\_\_\_, Hamilton County Auditor's Parcel(s) No(s). \_\_\_\_\_, as more particularly described in **Exhibit A** attached hereto (collectively, the "**Owner's Property**"), which property abuts a portion of the Goodman Avenue [and Highland Avenue] public right(s)-of-way (the "**G&H Property**").

**WHEREAS**, **UC Health, LLC**, an Ohio limited liability company ("**UC Health**") desires to lease the G&H Property to allow UC Health to construct and maintain certain improvements within and upon the G&H Property in connection with UC Health's expansion of its Emergency Department, and to allow vehicular and pedestrian ingress and egress to the Emergency Department.

**WHEREAS**, the **City of Cincinnati**, an Ohio municipal corporation (the "**City**") is agreeable to lease to UC Health the G&H Property, finding that it is in the vital and best interests of the City, and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

**WHEREAS**, the City and UC Health intend to execute a certain lease agreement pursuant to which the City will lease to UC Health, and UC Health will lease from the City, the G&H Property (the "**Lease**"), the form of which has been provided to the Owner. In addition to the Lease, the City and UC Health will execute a certain Memorandum of Lease, substantially in the form set forth in **Exhibit B** attached hereto ("**Memorandum of Lease**"), and record such Memorandum of Lease in the Hamilton County, Ohio Records.

**WHEREAS**, Owner is willing to consent to the Lease, so long as such Lease contains the terms and conditions memorialized in the Memorandum of Lease.

**NOW, THEREFORE**, Owner, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby agree as follows:

1. The Owner does hereby consent to the Lease, so long as such Lease contains the terms and conditions memorialized in the Memorandum of Lease, recorded at O.R. Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the Hamilton County, Ohio Records.



2. The G&H Property is described more particularly on Exhibit C, attached hereto. A depiction of the G&H Property is attached as Exhibit D hereto.

3. The Owner acknowledges and understands that pursuant to the Lease, UC Health intends to make certain improvements and modifications to the G&H Property, including but not limited to changing some of the direction of traffic flow within the G&H Property, as generally depicted on Exhibit E attached hereto. Notwithstanding anything contained herein to the contrary, the Owner reserves the right for itself, its successors and assigns, and its employees, agents, invitees, and permittees, to access the G&H Property, as improved and modified generally as depicted on Exhibit E, for the purpose of ingress and egress to and from the Owner's Property, in compliance with all applicable laws. This Consent shall run with the Owner's Property, and shall be binding upon the Owner, and its successors and assigns.

4. The Owner's execution of this Consent and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Owner and the individual(s) executing this Consent and the documents contemplated hereby on behalf of Owner have full power and authority to legally bind Owner.

*[Signature on Following Page]*

Executed on \_\_\_\_\_, 2021.

**OWNER:**

\_\_\_\_\_  
a(n) \_\_\_\_\_

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

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

Its: \_\_\_\_\_

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**TO CONSENT TO LEASE AGREEMENT**

**Legal Description of Owner's Property**

*Please Insert.*

**EXHIBIT B**  
**TO CONSENT TO LEASE AGREEMENT**

**Memorandum of Lease**

[Space Reserved For Recorder]

**MEMORANDUM OF LEASE**

1.     **Landlord:**     **City of Cincinnati**  
                            801 Plum Street  
                            Cincinnati, Ohio 45202

**Tenant:**     **UC Health, LLC**  
                            3200 Burnet Avenue  
                            Cincinnati, Ohio 45202

2.     **Effective Date of Lease:** \_\_\_\_\_, 2021

3.     **Description of Leased Premises:** Portions of Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and that parcel of real property known as Hamilton County, Ohio Auditor’s Parcel No. 104-0001-0259-00, as more particularly described on **Exhibit A**.

4.     **Term of Lease:** The Initial Term shall commence on the Effective Date (as defined in the Lease) and shall continue through July 31, 2053 (the “Expiration Date”).

5.     **Extension Term:** The Initial Term of the Lease shall automatically be extended for one (1) renewal period of thirty (30) years, as described more particularly in the Lease.

6.     **Option to Purchase/Right of First Refusal:** None

7.     **Traffic Flow:** The traffic flow on the Leased Premises will be as generally depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

8.     **Abutting Owner Consents:** The following owners whose properties abut the Leased Premises have consented to the Lease: (a) University of Cincinnati Medical Center, LLC, an Ohio limited liability company (“*UCMC*”), (b) the City of Cincinnati, an Ohio municipal corporation (the “*City*”), (c) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children) (“*Shriners*”), (d) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University  
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(the “*State*”), and (e) UC Health, LLC, an Ohio limited liability company (“*UC Health*”). UCMC, Shriners, the State, and UC Health have executed Consents to Lease Agreement, copies of which are attached hereto as **Exhibit C** (the “**Abutting Owner’s Consents**”). The City’s consent to the Lease, both as an abutting property owner and as owner of the Leased Premises, is evidenced in Ordinance No. \_\_\_\_\_-2021, passed on \_\_\_\_\_, 2021. This Memorandum of Lease is referenced as “Exhibit B” in each of the Abutting Owner’s Consents.

9. **Other Terms:** The Lease contains and sets forth other important terms and provisions, and the Lease is incorporated herein by reference. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Lease. In the event of any conflict between the Lease and the terms of this Memorandum, the Lease shall control.

*[Signatures on Following Pages]*

[Landlord's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Landlord has executed this Memorandum of Lease as of the date set forth below.

**CITY OF CINCINNATI:**

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

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

Its: \_\_\_\_\_

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

[Tenant's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Tenant has executed this Memorandum of Lease as of the dates set forth below.

**UC HEALTH, LLC:**

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

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

Its: \_\_\_\_\_

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of UC Health, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

This instrument was prepared in its unexecuted form by: Laura K. Napolitano, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202 (513) 621-6464.

**EXHIBIT A**  
**TO MEMORANDUM OF LEASE**

**Legal Description of Leased Premises**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

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Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

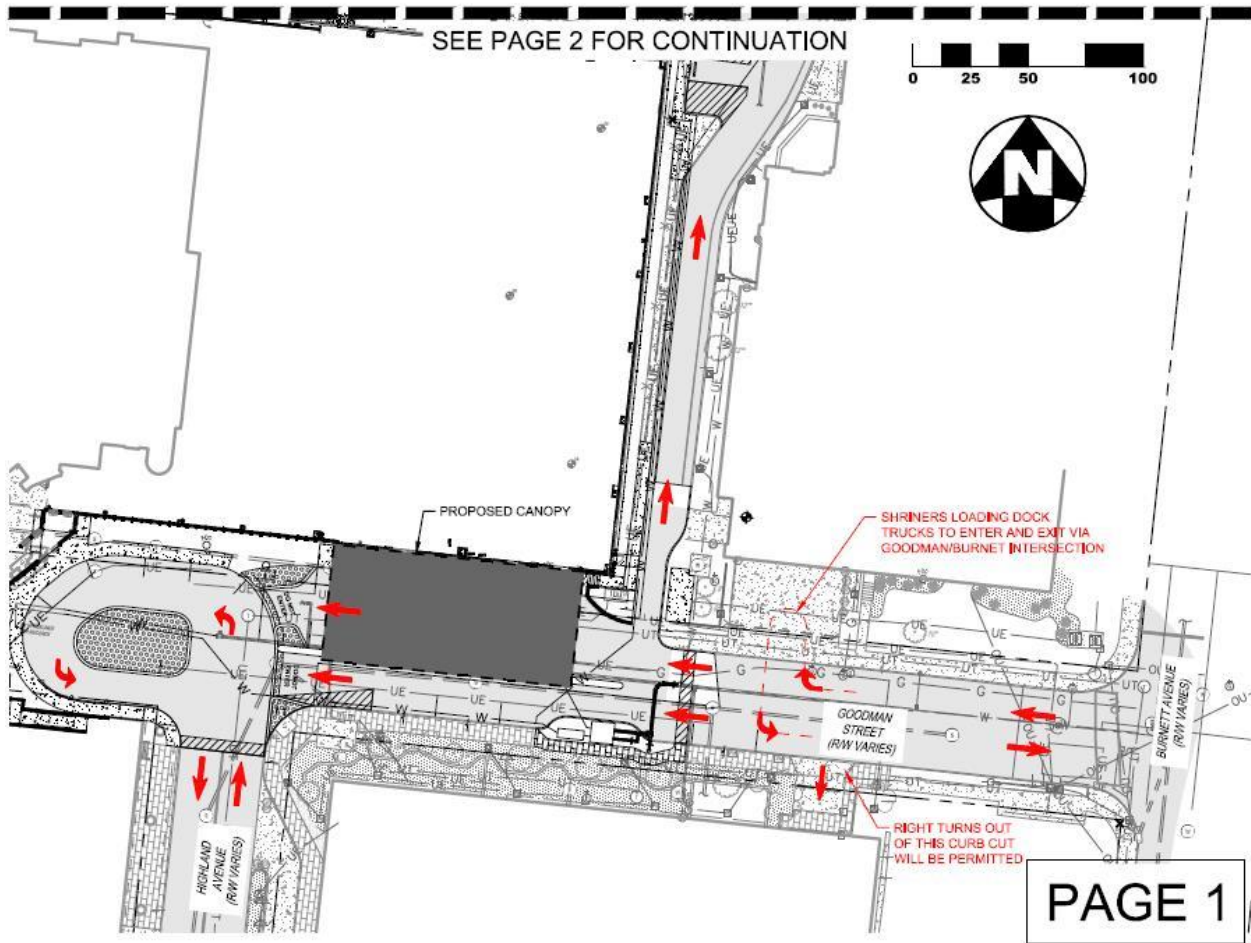
The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

**EXHIBIT B**  
**TO MEMORANDUM OF LEASE**

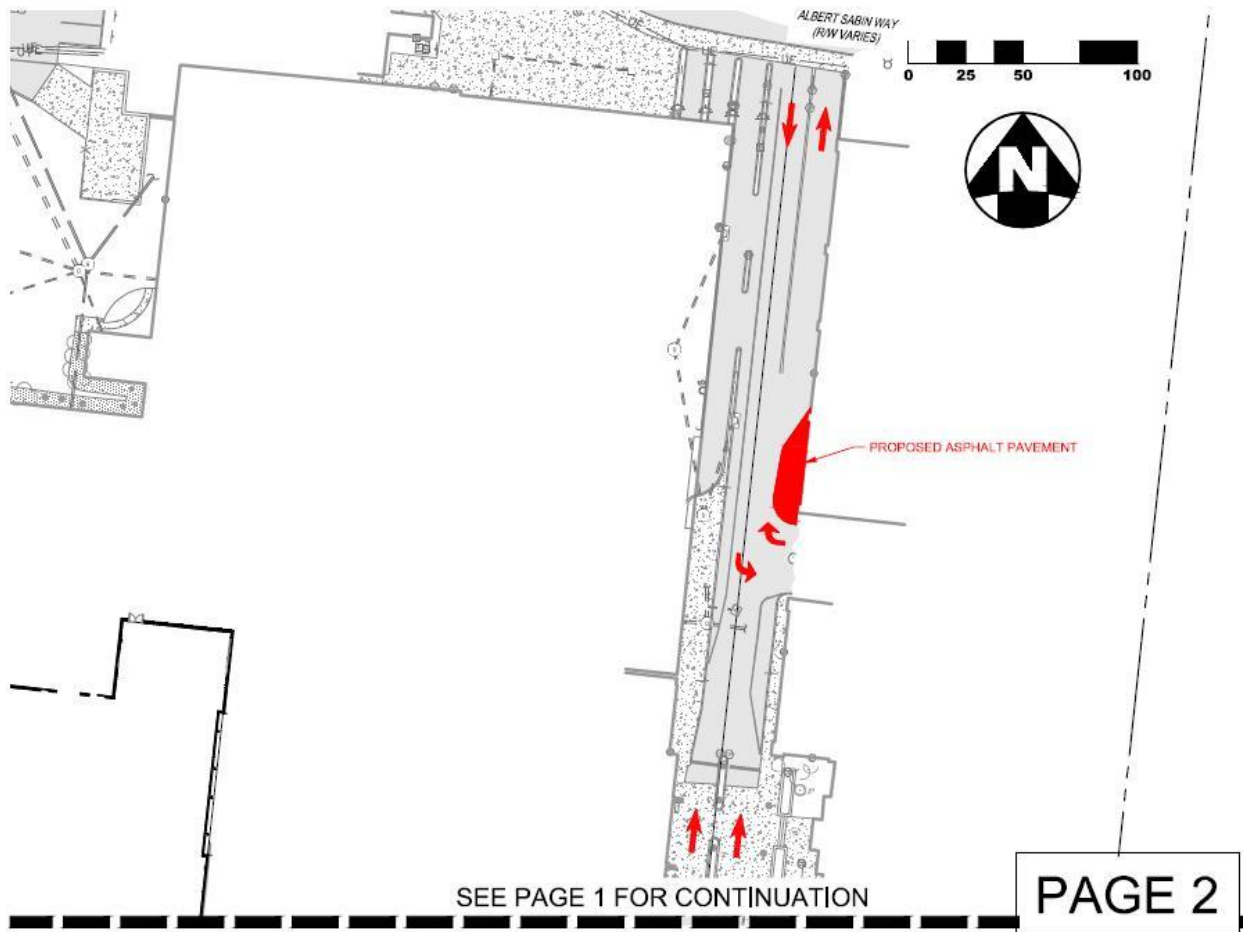


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**EXHIBIT B-1**  
**TO MEMORANDUM OF LEASE**



**EXHIBIT B-2**  
**TO MEMORANDUM OF LEASE**





**EXHIBIT B-4  
TO MEMORANDUM OF LEASE**

# New EMS & Walk-in Drop-Off Site Plan Concept



- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Decoam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.

{00330504-9}

**EXHIBIT C**  
**TO MEMORANDUM OF LEASE**

*Please See Attached.*

**[INSERT COPIES OF SIGNED ABUTTING OWNER'S CONSENTS]**

**EXHIBIT C**  
**TO CONSENT TO LEASE AGREEMENT**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

Thence along said south right of way line, along a curve to the left an arc distance of 15.72 feet to a 5/8" iron pin set, said curve having a radius of 10.00 feet, a central angle of 90°04'02" and a chord bearing N38°54'41"W a distance of 14.15 feet;

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;  
{00330504-9}



Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 10.00 feet to the intersection of said north right of way line with the aforementioned old east right of way line of Highland Avenue;

Thence along said old east right of way line, N06°11'12"E a distance of 211.85 feet to the point of beginning.

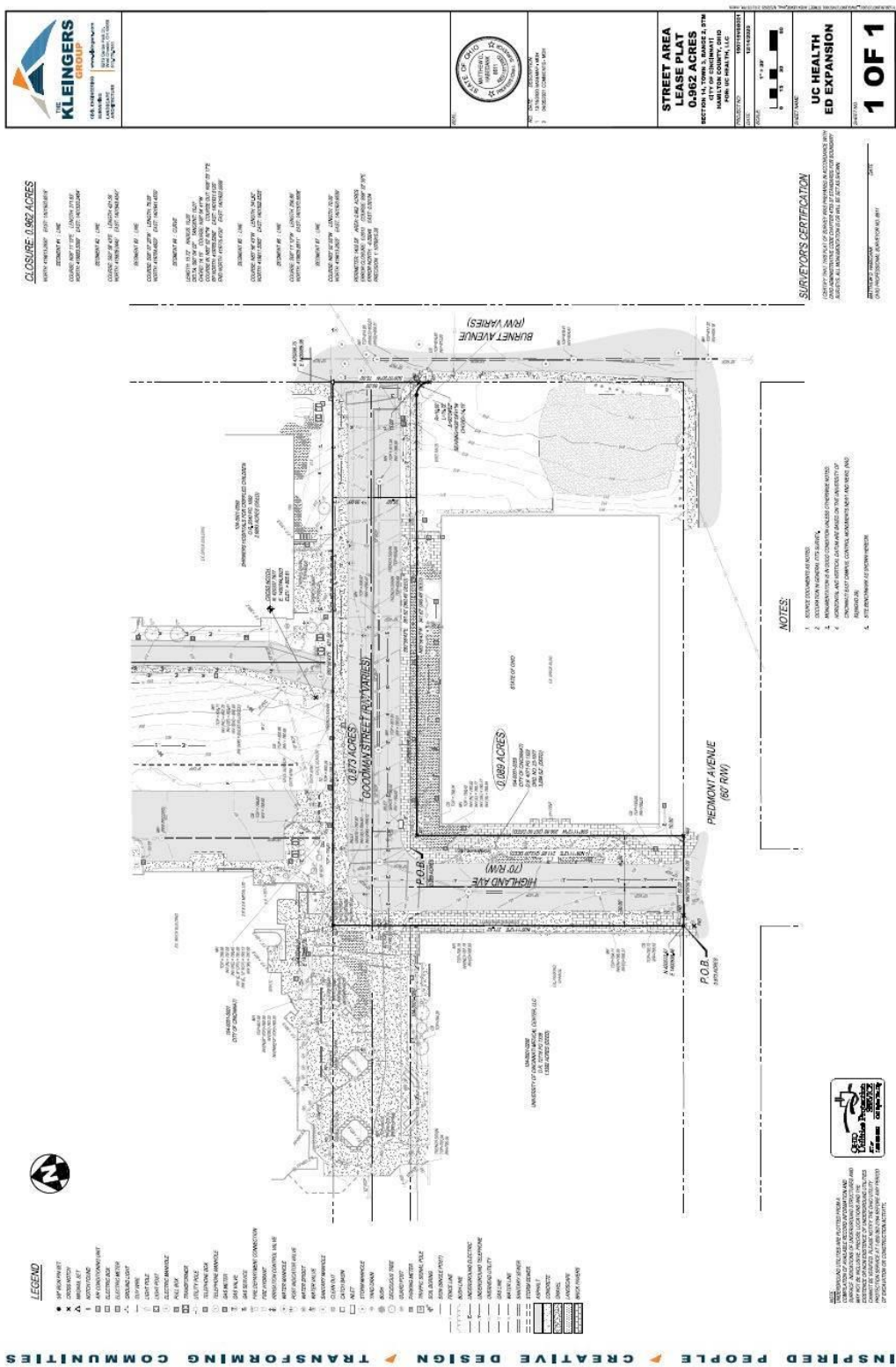
Containing 0.089 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

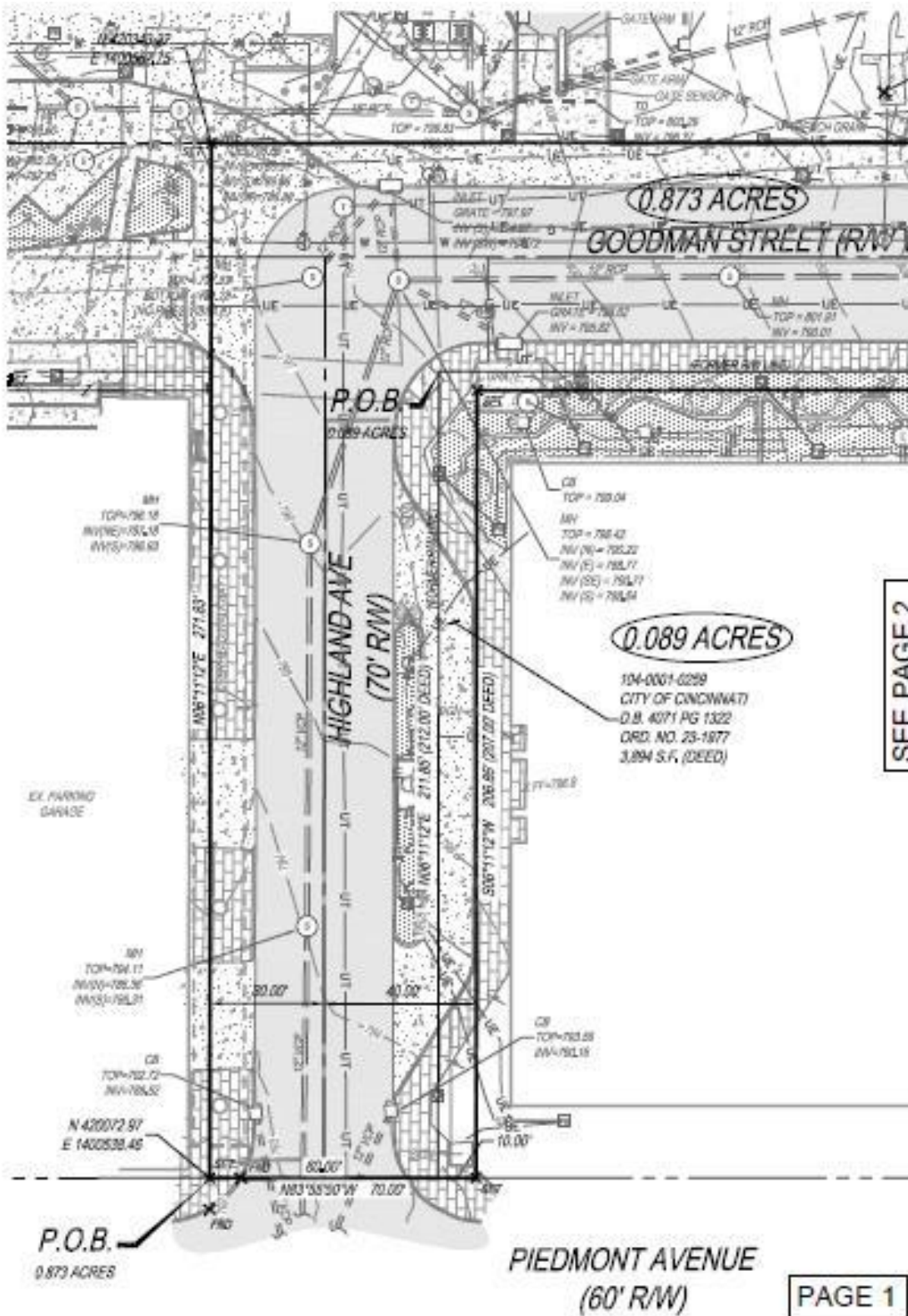
The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

**EXHIBIT D  
TO CONSENT TO LEASE AGREEMENT**

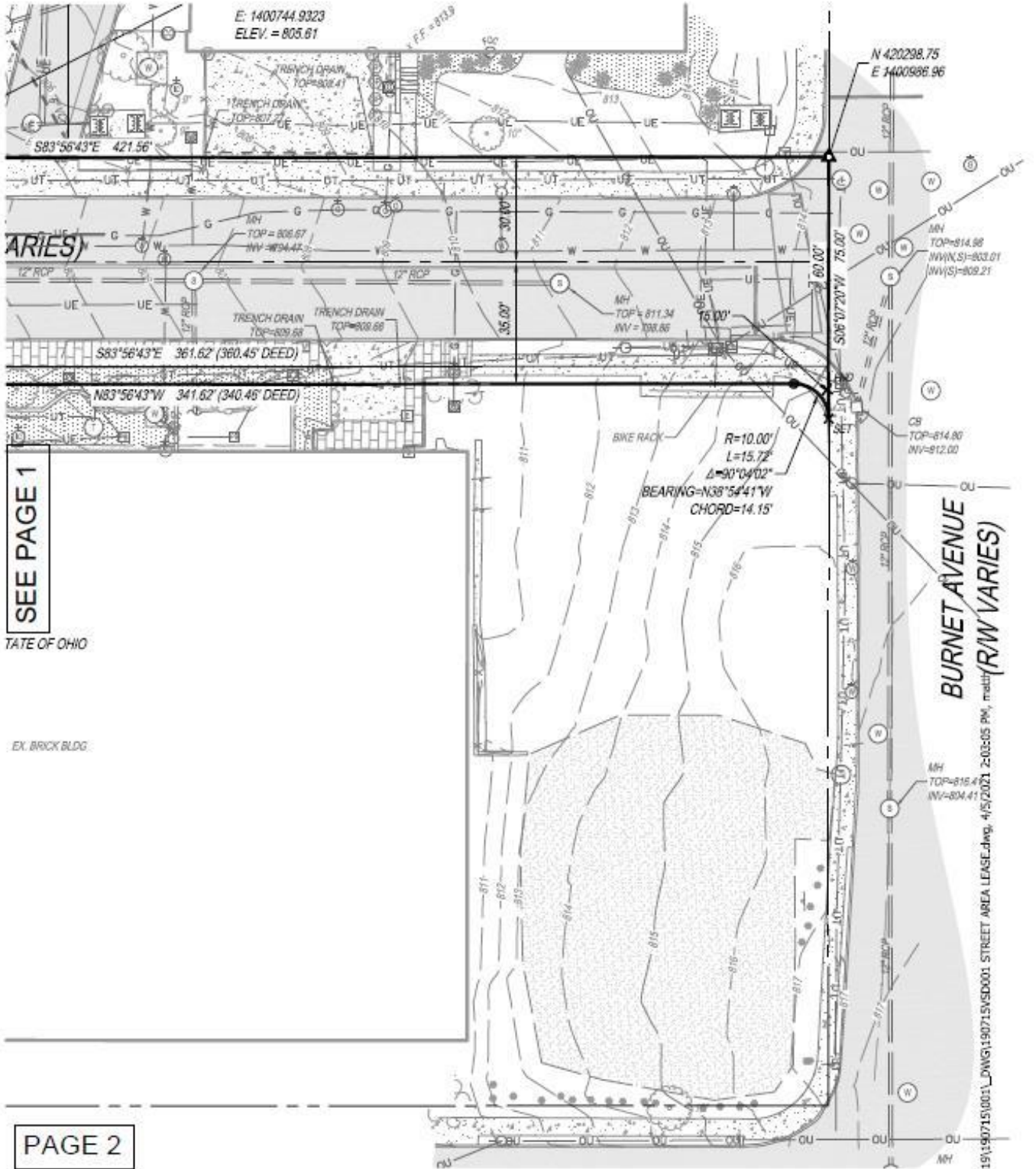


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SEE PAGE 1

TATE OF OHIO

EX. BRICK BLDG.

PAGE 2

BURNET AVENUE  
(R/W VARIES)

HC:\2019\190715\001\_L\_DWG\190715\SD001 STREET AREA LEASE.dwg, 4/5/2021, 2:03:05 PM, matty (R/W VARIES)

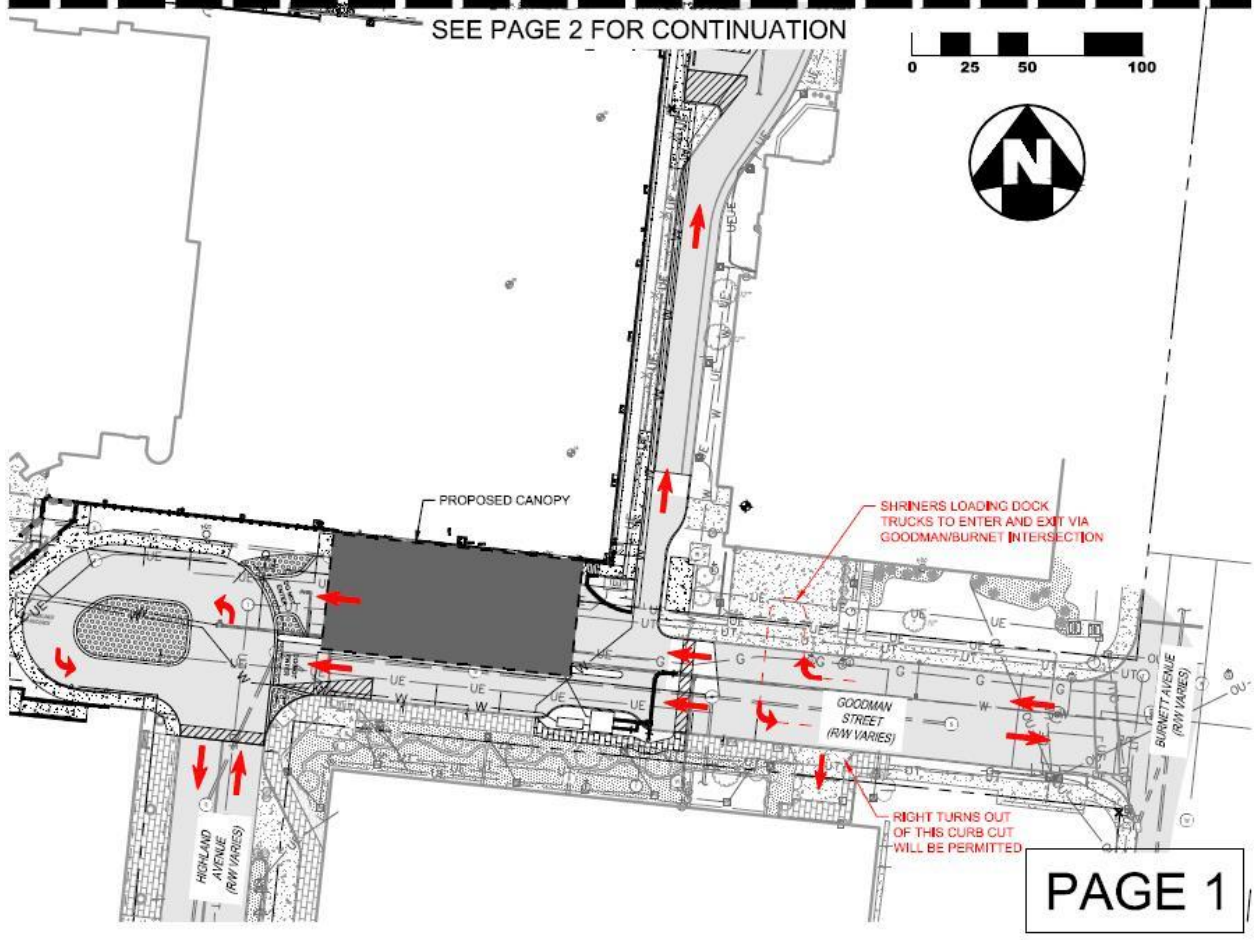
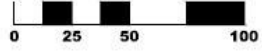
**EXHIBIT E**  
**TO CONSENT TO LEASE AGREEMENT**

**Traffic Flow Plans**

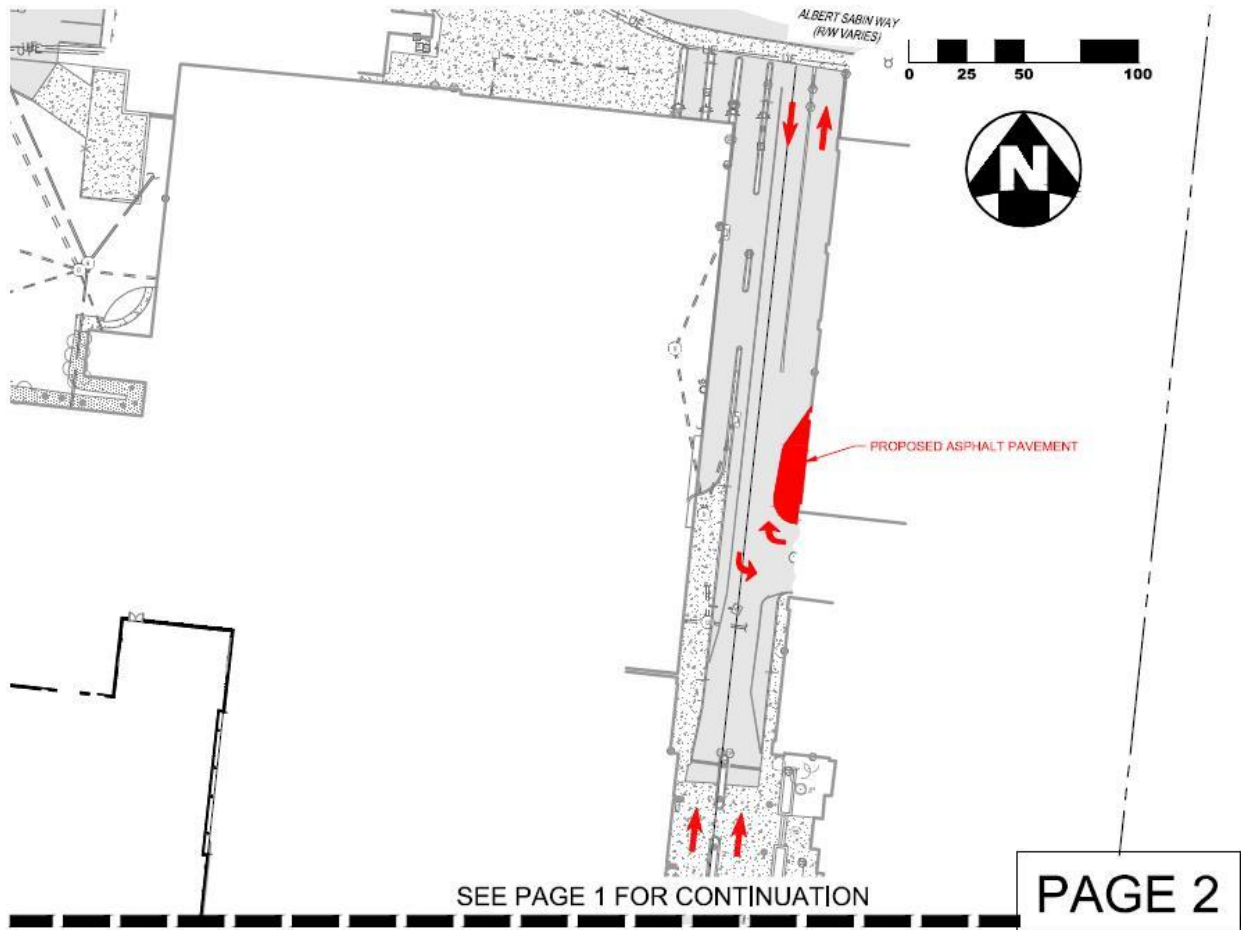


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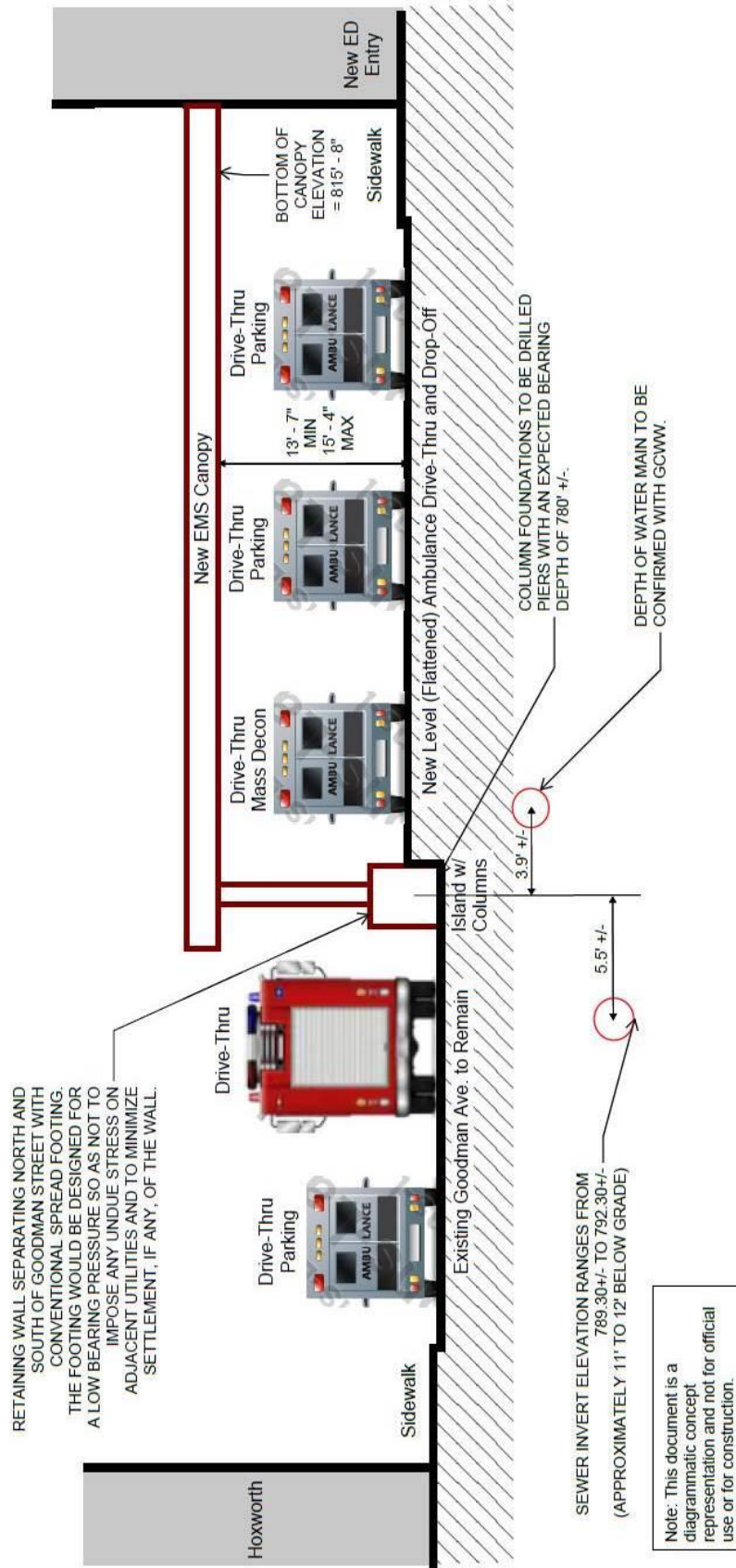
SEE PAGE 2 FOR CONTINUATION



PAGE 1



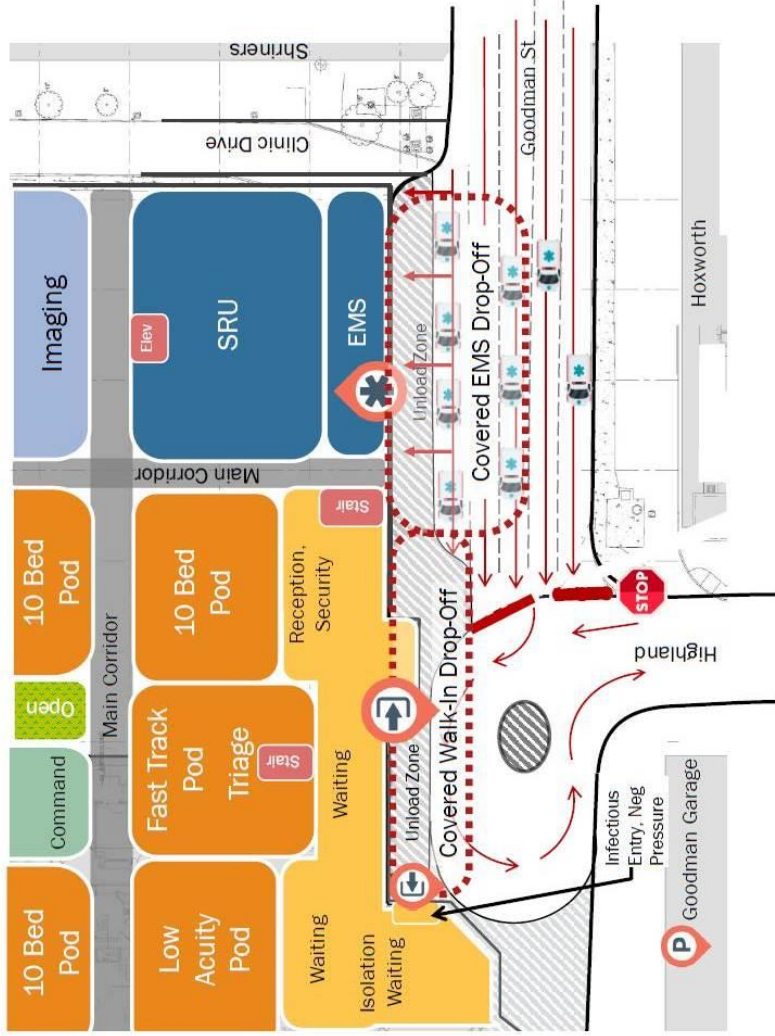
# Section Through New EMS Drive and Drop-Off (Looking Down Goodman)



{00330504-9}



# New EMS & Walk-in Drop-Off Site Plan Concept



- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Decteam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.

**EXHIBIT E-1**  
to  
Lease Agreement

*ACTUAL CONSENTS TO LEASE AGREEMENT*

1. University of Cincinnati Medical Center, LLC, an Ohio limited liability company
2. Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children)
3. State of Ohio, for the use and benefit of the University of Cincinnati, a State University
4. UC Health, LLC, an Ohio limited liability company

**EXHIBIT F**  
to  
Lease Agreement

*FORM OF MEMORANDUM OF LEASE*

[Space Reserved For Recorder]

---

**MEMORANDUM OF LEASE**

10.    **Landlord:**       **City of Cincinnati**  
                              801 Plum Street  
                              Cincinnati, Ohio 45202

**Tenant:**        **UC Health, LLC**  
                              3200 Burnet Avenue  
                              Cincinnati, Ohio 45202

11.    **Effective Date of Lease:** \_\_\_\_\_, 2021

12.    **Description of Leased Premises:** Portions of Goodman Street and Highland Avenue, consisting of approximately 0.873 acre, and that parcel of real property known as Hamilton County, Ohio Auditor’s Parcel No. 104-0001-0259-00, as more particularly described on **Exhibit A**.

13.    **Term of Lease:** The Initial Term shall commence on the Effective Date (as defined in the Lease) and shall continue through July 31, 2053 (the “Expiration Date”).

14.    **Extension Term:** The Initial Term of the Lease shall automatically be extended for one (1) renewal period of thirty (30) years, as described more particularly in the Lease.

15.    **Option to Purchase/Right of First Refusal:** None

16.    **Traffic Flow:** The traffic flow on the Leased Premises will be as generally depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

17.    **Abutting Owner Consents:** The following owners whose properties abut the Leased Premises have consented to the Lease: (a) University of Cincinnati Medical Center, LLC, an Ohio limited liability company (“*UCMC*”), (b) the City of Cincinnati, an Ohio municipal corporation (the “*City*”), (c) Shriners Hospitals for Children, a Colorado nonprofit corporation (formerly known as Shriners Hospitals for Crippled Children)

{00330504-9}

("Shriners"), (d) the State of Ohio, for the use and benefit of the University of Cincinnati, a State University (the "State"), and (e) UC Health, LLC, an Ohio limited liability company ("UC Health"). UCMC, Shriners, the State, and UC Health have executed Consents to Lease Agreement, copies of which are attached hereto as **Exhibit C** (the "Abutting Owner's Consents"). The City's consent to the Lease, both as an abutting property owner and as owner of the Leased Premises, is evidenced in Ordinance No. \_\_\_\_\_-2021, passed on \_\_\_\_\_, 2021. This Memorandum of Lease is referenced as "Exhibit B" in each of the Abutting Owner's Consents.

18. **Other Terms:** The Lease contains and sets forth other important terms and provisions, and the Lease is incorporated herein by reference. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Lease. In the event of any conflict between the Lease and the terms of this Memorandum, the Lease shall control.

*[Signatures on Following Pages]*

[Landlord's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Landlord has executed this Memorandum of Lease as of the date set forth below.

**CITY OF CINCINNATI:**

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

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

Its: \_\_\_\_\_

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

[Tenant's Signature Page to Memorandum of Lease]

IN WITNESS WHEREOF, the Tenant has executed this Memorandum of Lease as of the dates set forth below.

**UC HEALTH, LLC:**

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

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

Its: \_\_\_\_\_

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of UC Health, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
Notary Public

This instrument was prepared in its unexecuted form by: Laura K. Napolitano, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202 (513) 621-6464.

**EXHIBIT A**  
**TO MEMORANDUM OF LEASE**

**Legal Description of Leased Premises**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being part of dedicated roadways Goodman Street and Highland Avenue, the boundary of which being more particularly described as follows:

Beginning at cross notch set at the intersection of the north right of way line of Piedmont Avenue with the west right of way line of Highland Avenue;

Thence along said west right of way line and through the right of way of Goodman Street, N06°11'12"E a distance of 271.83 feet to a cross notch set at the intersection of the north right of way line of Goodman Street with the extension of said west right of way line;

Thence along said north right of way line, S83°56'43"E a distance of 421.56 feet to a magnail set at the intersection of said north right of way line with the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 60.00 feet to the northeast corner of a tract of land conveyed to the City of Cincinnati in D.B. 4071 Pg 1322;

Thence along the north line of said City of Cincinnati tract, N83°56'43"W a distance of 361.62 feet;

Thence continuing, S06°11'12"W a distance of 211.85 feet a point in the north right of way line of Piedmont Avenue;

Thence along said north right of way line, N83°55'50"W a distance of 60.00 feet to the point of beginning.

Containing 0.873 acres, more or less.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September of 2020 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**AND ALSO:**

Situated in Section 14, Town 3, Range 2, BTM, City of Cincinnati, being all of a tract of land conveyed to City of Cincinnati in D.B. 4071 Pg. 1322, the boundary of which being more particularly described as follows:

Beginning at the intersection of the old east right of way line of Highland Avenue with the old south right of way line of Goodman Street;

Thence along said old south right of way line, S83°56'43"E a distance of 361.62 feet to a point in the west right of way line of Burnet Avenue;

Thence along said west right of way line, S06°07'20"W a distance of 15.00 feet to the intersection of said west right of way line with the south right of way line of Goodman Street;

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{00330504-9}

Thence continuing, N83°56'43"W a distance of 341.62 feet to a cross notch set at the intersection of said south right of way line with the east right of way line of Highland Avenue;

Thence along said east right of way line, S06°11'12"W a distance of 206.85 feet to a cross notch set at the intersection of said east right of way line with the aforementioned north right of way line of Piedmont Avenue;

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The above described property being the same as Parcel No. R-170 in Avondale I – Corryville Urban Development Project – Goodman Street at Highland Avenue" in Ordinance No. 23-1977.

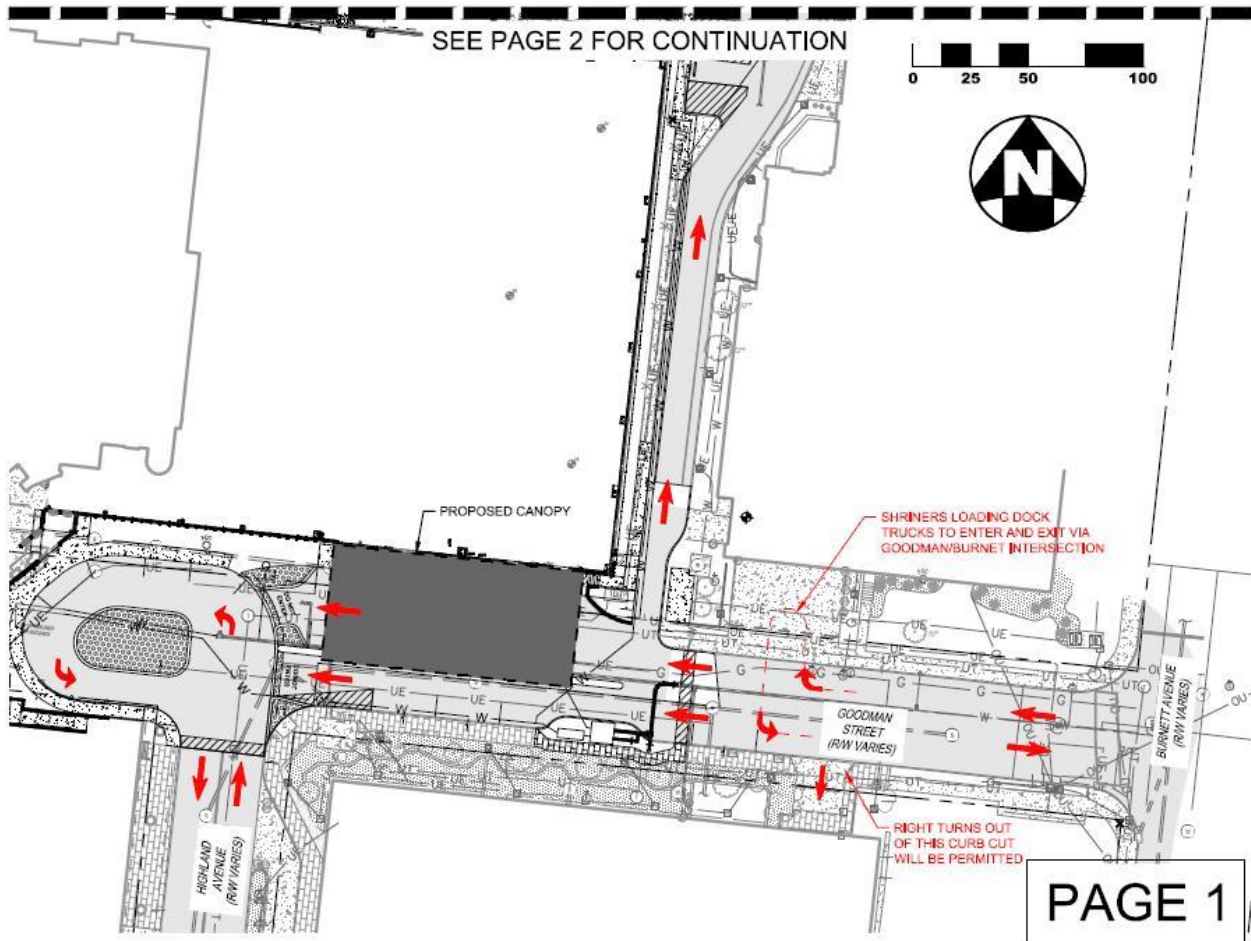


**EXHIBIT B  
TO MEMORANDUM OF LEASE**

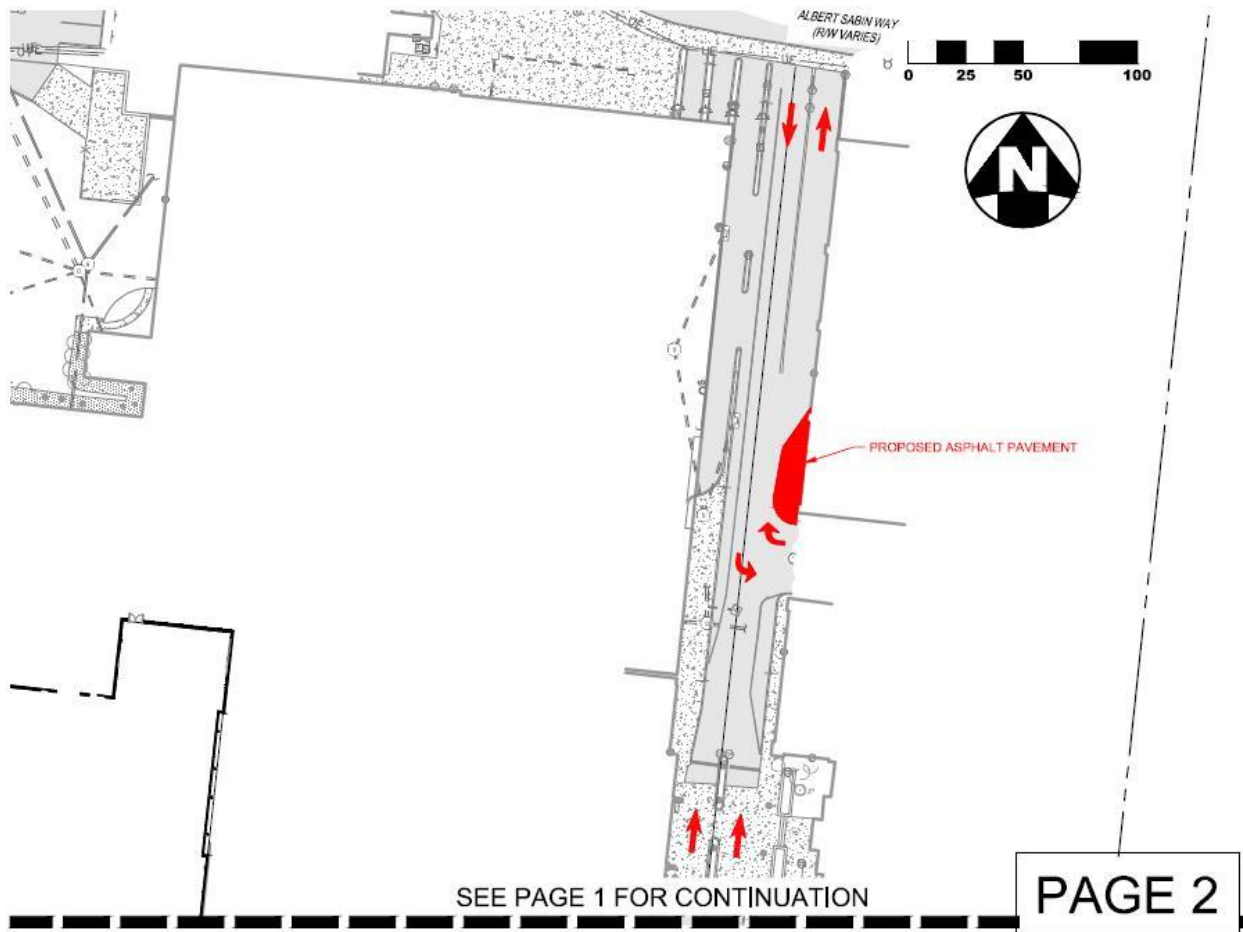


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**EXHIBIT B-1**  
**TO MEMORANDUM OF LEASE**

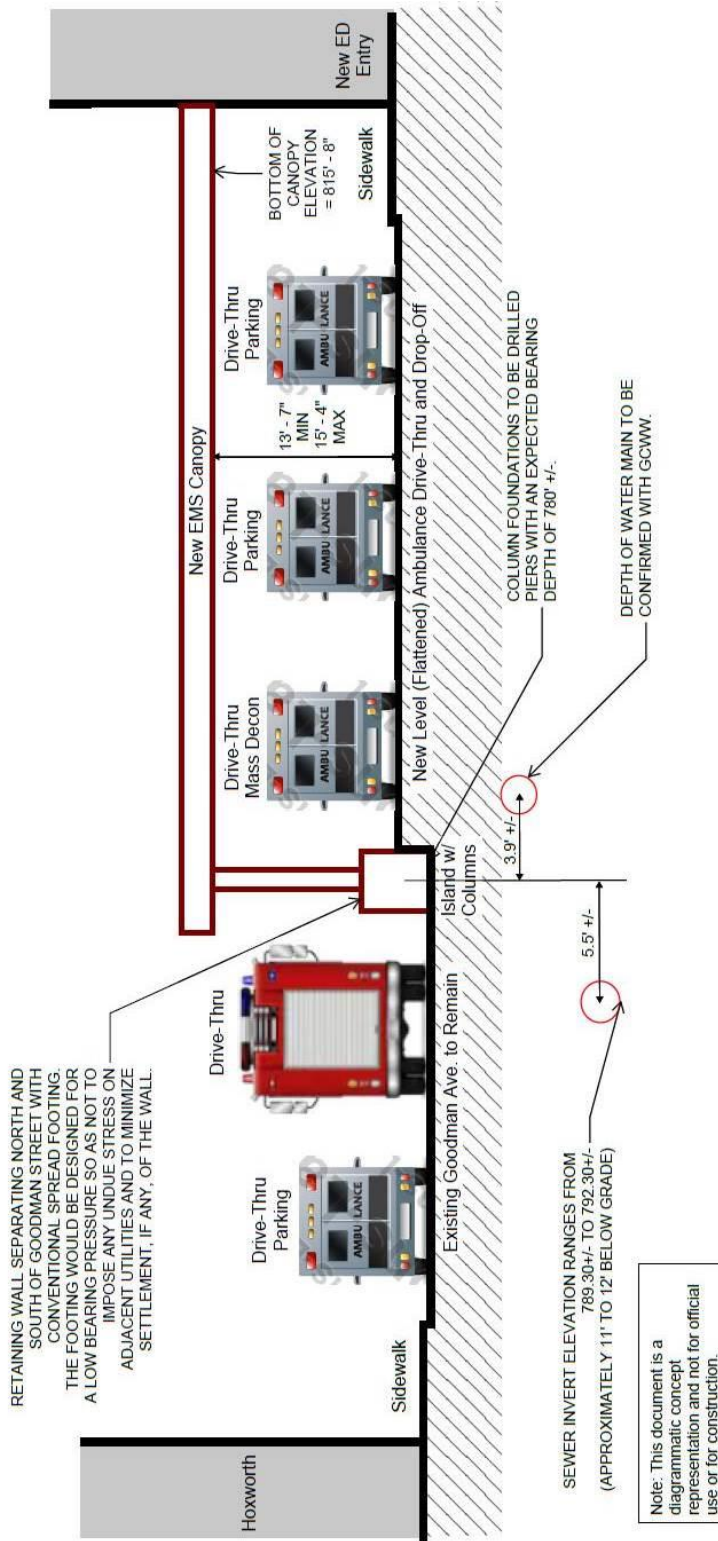


**EXHIBIT B-2**  
**TO MEMORANDUM OF LEASE**



# Section Through New EMS Drive and Drop-Off (Looking Down Goodman)

## EXHIBIT B-3 TO MEMORANDUM OF LEASE



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**EXHIBIT B-4  
TO MEMORANDUM OF LEASE**

# New EMS & Walk-in Drop-Off Site Plan Concept



- 50 foot wide (existing Goodman Ave. is 40 feet) covered drop-off that includes 3 drive-thru/parking lanes and a sidewalk for unloading next to the new EMS entry.
- Parking for up to 9 ambulances under the canopy and another 6 spaces on existing Goodman Ave.
- Maintains 2 lanes of Goodman Ave. as bypass lanes for larger vehicles and/or for overflow parking.
- Total of 5 lanes including a lane for Mass Decoam parking/staging with showers above.
- Ambulance traffic will enter off Burnet Ave. and travel West on Goodman pulling under a new drop-off canopy and exit either through a new roundabout or directly South on Highland.
- Car traffic will enter North on Highland into a new Roundabout with a dedicated Walk-In Drop-Off and parking lane that can also accommodate Ambulance parking.

Note: This document is a diagrammatic concept representation and not for official use or for construction.

{00330504-9}

**EXHIBIT C**  
**TO MEMORANDUM OF LEASE**

*Please See Attached.*

**[INSERT COPIES OF SIGNED ABUTTING OWNER'S CONSENTS]**

10817043.18

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10817043.18

April 21, 2021

To: Mayor and Members of City Council 202101480  
From: Paula Boggs Muething, City Manager  
Subject: **COMMUNITY REINVESTMENT AREA TAX EXEMPTION  
AGREEMENT FOR 1923 ELM, LLC.**

---

Attached is an Emergency Ordinance captioned as follows:

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 1923 Elm, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1923-1927 Elm Street and 205-207 Henry Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 13,398 square feet of commercial space, consisting of a 20-room boutique hotel, which remodeling shall be completed in compliance with Leadership in Energy Environmental Design Silver, Gold, or Platinum standards or Living Building Challenge standards, a total construction cost of approximately \$4,147,682.

### **BACKGROUND/CURRENT CONDITIONS**

This property is a vacant building in the Over-the-Rhine neighborhood of Cincinnati. It is within the OTR Historic District near Findlay Market and directly across from Rhinegeist Brewery. The property has historically been a vacant building in a state of disrepair. The Developer submitted a CRA application to DCED requesting assistance in the redevelopment of this property.

### **DEVELOPER INFORMATION**

1923 Elm, LLC is affiliated with Kingsley + Co., a 100% African American owned development firm. The company partnered on the redevelopment of Mabley Place Garage in the Central Business District, as well as the Fairfield Inn & Suites at U-Square in CUF. From site acquisition to asset management, Kingsley + Co. stretches the full spectrum of real estate and development services.

**PROJECT DESCRIPTION**

Once completed, this project will be redeveloped into a 20-unit self-check boutique hotel that will meet LEED Silver building standards. In connection with this project, it is estimated that 20 temporary construction jobs are created at a total annual payroll of \$750,000 and 3 full time jobs are created at a total annual payroll of \$100,000.

This project is consistent with several of Plan Cincinnati’s goals including the City’s goal to remain competitive economically, and the City’s goal to be good stewards of its resources—both built and environmental.

**PROPOSED INCENTIVE**

The Ordinance provides for a 100% (net 52%), 15-year CRA tax exemption for this property. The exemption applies only to the increase in value of the building attributable to the project improvements. Pursuant to the Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms.

The administration is recommending a 15-year CRA term to allow for the project to secure adequate construction and permanent financing using the realized savings. This project will result in a more vibrant mixed-use district along the Elm street corridor near Findlay Market and bring a new lodging option to the neighborhood to support surrounding businesses by offering a complimentary use.

<b>SUMMARY</b>		
<b>Forgone Public Benefit if Project Does not Proceed</b>		
CPS PILOT (Forgone New Revenue)		(\$241,927)
VTICA (Forgone New Revenue)		(\$109,967)
Income Tax (Forgone New Revenue)		(\$39,375)
<b>Total Public Benefit Lost</b>		<b>(\$391,269)</b>
<b>Incentive Value</b>		
Annual Net Incentive to Developer		\$25,415
<b>Total Term Incentive to Developer</b>		<b>\$381,218</b>
<b>City’s Portion of Property Taxes Forgone</b>		<b>\$94,616</b>
<b>Public Benefit</b>		
CPS PILOT		
Annual CPS Pilot		\$16,128
<b>Total Term CPS PILOT</b>		<b>\$241,927</b>
VTICA		
Annual VTICA		\$7,331
<b>Total Term VTICA</b>		<b>\$109,967</b>
Income Tax (Max)		<b>\$39,375</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>		<b>\$391,269</b>
Total Public Benefit ROI*		\$1.03
City’s ROI*		\$4.14



CRA Tax Exemption

*MKRB1, LLC.*

Page 3 of 3

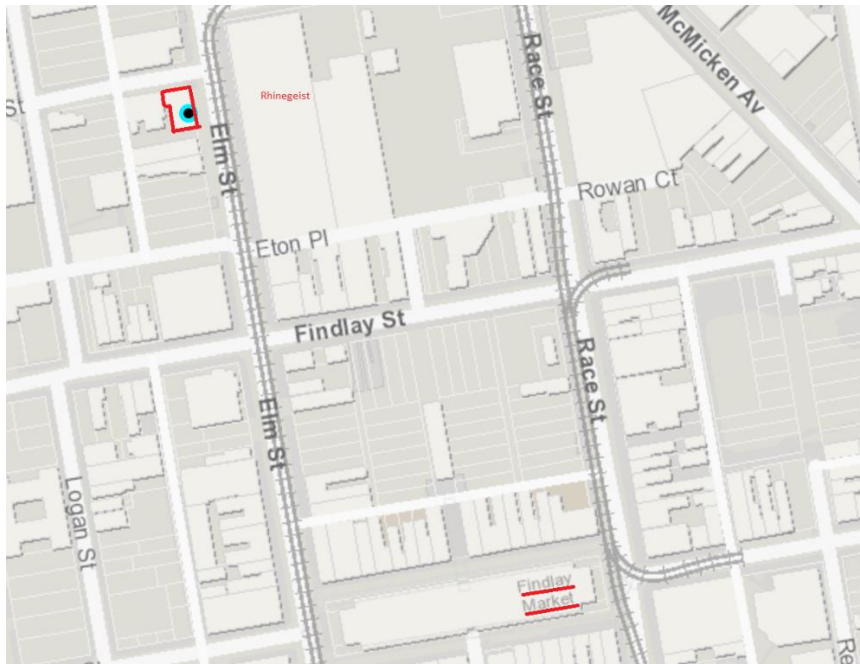
**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. The emergency clause in the Ordinance is required for the developer to maintain a strict project schedule.

Attachment: A. Property location and photographs

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

**Attachment A: Location and Photographs**



EMERGENCY

City of Cincinnati

JML

AWB

An Ordinance No. \_\_\_\_\_ - 2021

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 1923 Elm, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1923-1927 Elm Street and 205-207 Henry Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 13,398 square feet of commercial space, consisting of a 20-room boutique hotel, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold, or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$4,147,682.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati 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 (“ORC”) Sections 3735.65 through 3735.70 (the “Statute”); and

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

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design (“LEED”) standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, “LBC” standards), all pursuant to the Statute; 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, 1923 Elm, LLC (the “Company”) desires to remodel an existing building located on real property at 1923-1927 Elm Street and 205-207 Henry Street located within the

corporate boundaries of the City of Cincinnati into approximately 13,398 square feet of commercial space consisting of a 20-room boutique hotel, to LEED or LBC standards (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 (LEED or Living Building Challenge)*, 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% 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% of the exempt real property taxes; 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 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; 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 ORC 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 (LEED or Living Building Challenge)* with 1923 Elm, LLC (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 1923-1927 Elm Street and 205-207 Henry Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 13,398 square feet of commercial space, consisting of a 20-room boutique hotel, to be constructed in compliance with Leadership in Energy and

Environmental Design Silver, Gold, or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$4,147,682.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) 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 of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

**Attachment A to Ordinance**  
**CRA Tax Exemption Agreement**

**SEE ATTACHED**

Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

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"), and 1923 ELM, LLC an Ohio limited liability company (the "Company").

Recitals:

- A. 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").
- B. 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.
- C. 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 (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.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 1923-1927 Elm Street, Cincinnati, Ohio 45202 and 205-207 Henry Street, Cincinnati, Ohio 45214 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. 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 to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, 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 four 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 (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- 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 five (5) 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. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.



- Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- S. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.
- T. 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 the existing building into approximately 13,398 square feet of commercial space consisting of an approximately 20-room boutique hotel with on the Property (the "Improvements") at an estimated aggregate cost of \$4,147,682 to commence after the execution of this Agreement and to be completed no later than October 1, 2022; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his 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 **Error! Reference source not found.** shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. 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 **Error! Reference source not found.**, (B) the cost of **Error! Reference source not found.**, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, 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 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15<sup>th</sup>) 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(C)(2), 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(C)(3), 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 5733, 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(C)(4), 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(C)(5), 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.<sup>1</sup>

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.

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<sup>1</sup> 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.

(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 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) 3 full time permanent jobs, and (ii) 20 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) \$100,000 of additional annual payroll with respect to the full time permanent jobs, and (ii) \$750,000 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(C)(6), if the Company materially fails to fulfill its obligations under this 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(C)(7) 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 (E) 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(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), 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 (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 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 in order to support streetcar operations. 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. As authorized by Ohio Revised Code Section 3735.671(D), 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(E), 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 five (5) 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(E).

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 Company:

1923 Elm, LLC  
Attention: Daniel Buchenroth  
30 W. 3<sup>rd</sup> Street,  
Cincinnati, Ohio 45214

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(C)(8), 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(C)(10), 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

1923 ELM, LLC,  
an **Error! Reference source not found.**

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

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

Date: \_\_\_\_\_, 2021

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

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

Date: \_\_\_\_\_, 2021

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

Parcel Number: 096-0005-0114-00

Property Address: 1923-1927 Elm Street, Cincinnati, Ohio 45202 and 205-207 Henry Street, Cincinnati, Ohio 45214

**Situate in Cincinnati, Hamilton County, Ohio, being Lots 7, 8, and 9 in J.C. Ludlow's Sub., recorded in D.S. 88, P 574, in the Recorder's Office and more particularly described as follows:**

**Beginning at the Southwest corner of Elm and Henry Streets,  
Thence S 73° 45' W 100 feet along the South line of Henry Street to the East  
line of Colby Alley,  
Thence S 16° E 75 feet along said East line of Colby Alley,  
Thence N 73° 45' E 100 feet to the West line of Elm Street,  
Thence N 16° W 75 feet to the point of beginning.**

**Subject to and together with all easements, restrictions and legal highways, if  
any, of record.**

**Exhibit B to CRA Agreement**  
**APPLICATION FOR TAX EXEMPTION**

**TO BE ATTACHED**

Community Reinvestment Area Tax Exemption Agreement  
(LEED or Living Building Challenge)

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”), and 1923 ELM, LLC an Ohio limited liability company (the “Company”).

Recitals:

- A. 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”).
- B. 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.
- C. 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 (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.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design (“LEED”) Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as “LBC” remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 1923-1927 Elm Street, Cincinnati, Ohio 45202 and 205-207 Henry Street, Cincinnati, Ohio 45214 (the “Property”), as further described in Exhibit A (Legal Description of Property) hereto. 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 to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, 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 four 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 (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- 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 five (5) 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. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

- Q. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- S. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.
- T. 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 the existing building into approximately 13,398 square feet of commercial space consisting of an approximately 20-room boutique hotel with on the Property (the "Improvements") at an estimated aggregate cost of \$4,147,682 to commence after the execution of this Agreement and to be completed no later than October 1, 2022; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his 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 **Error! Reference source not found.** shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. 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 **Error! Reference source not found.**, (B) the cost of **Error! Reference source not found.**, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, 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 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15<sup>th</sup>) 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(C)(2), 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(C)(3), 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 5733, 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(C)(4), 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(C)(5), 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.<sup>1</sup>

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.

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<sup>1</sup> 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.

(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 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) 3 full time permanent jobs, and (ii) 20 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) \$100,000 of additional annual payroll with respect to the full time permanent jobs, and (ii) \$750,000 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(C)(6), if the Company materially fails to fulfill its obligations under this 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(C)(7) 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 (E) 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(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), 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 (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 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 in order to support streetcar operations. 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. As authorized by Ohio Revised Code Section 3735.671(D), 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(E), 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 five (5) 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(E).

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 Company:

1923 Elm, LLC  
Attention: Daniel Buchenroth  
30 W. 3<sup>rd</sup> Street,  
Cincinnati, Ohio 45214

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(C)(8), 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(C)(10), 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

1923 ELM, LLC,  
an **Error! Reference source not found.**

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager

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

Date: \_\_\_\_\_, 2021

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

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

Date: \_\_\_\_\_, 2021

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**

Parcel Number: 096-0005-0114-00

Property Address: 1923-1927 Elm Street, Cincinnati, Ohio 45202 and 205-207 Henry Street, Cincinnati, Ohio 45214

Situate in Cincinnati, Hamilton County, Ohio, being Lots 7, 8, and 9 in J.C. Ludlow's Sub., recorded in D.S. 88, P 574, in the Recorder's Office and more particularly described as follows:

Beginning at the Southwest corner of Elm and Henry Streets,  
Thence S 73° 45' W 100 feet along the South line of Henry Street to the East line of Colby Alley,  
Thence S 16° E 75 feet along said East line of Colby Alley,  
Thence N 73° 45' E 100 feet to the West line of Elm Street,  
Thence N 16° W 75 feet to the point of beginning.

Subject to and together with all easements, restrictions and legal highways, if any, of record.

**Exhibit B to CRA Agreement**  
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

April 21, 2021

**To:** Mayor and Members of City Council 202101481  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Ordinance – Update of City of Cincinnati’s Municipal Code 730

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Transmitted herewith is an ordinance captioned as following:

**MODIFYING** the provisions of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code by **AMENDING** Section 730-1-A, “Applicant,” Section 730-1-C2, “Clean Hard Fill,” Section 730-1-C3, “Commercial Waste,” Section 730-1-C6, “Construction and Demolition Debris,” Section 730-1-R, “Recyclable Materials,” Section 730-3, “Applicability; Requirement for Franchise; Term of Franchise,” Section 730-5, “General Provisions,” Section 730-7, “Award of Franchises,” Section 730-9, “Basis for Award of Franchise,” Section 730-19, “Bond Requirements,” Section 730-21, “Insurance Requirements,” and Section 730-25, “Methods of Solid Waste Collection”; **ORDAINING** new Sections 730-1-C2, “Clean Hard Fill,” 730-1-L, “Legitimate Recycling Facility,” 730-1-R2, “Recycling,” and 730-27, “Program Rules and Regulations,”; and **REPEALING** Section 730-1-D, “Department,” to clarify the definition of “commercial waste” and the application process for franchisees.

City Council established the Commercial Waste Hauler Franchise Program in 2012 and enlarged the scope of program in 2019 to include construction and demolition debris. In response to that action, the Administration has proceeded update Chapter 730 to address that change and to provide better clarity around applicability, definitions and program rules for the Commercial Waste Franchise Program as the Office of Environment and Sustainability begins management of this program.

The Commercial Waste Franchises Program supports the goals to “incentivize recycling and increase cost of trash generation to encourage diversion from landfill,” as described on pages 241 of the Green Cincinnati Plan (2018).

This Ordinance is also in accordance with the "Sustain" goal to “Become a healthier Cincinnati” and strategy to "Create a healthy environment and reduce energy consumption," as described on pages 181-186 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager  
Karen Alder, Finance Director

Attachment



# City of Cincinnati

AEP

BWB

## An Ordinance No. \_\_\_\_\_

- 2021

**MODIFYING** the provisions of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code by **AMENDING** Section 730-1-A, “Applicant,” Section 730-1-C2, “Clean Hard Fill,” Section 730-1-C3, “Commercial Waste,” Section 730-1-C6, “Construction and Demolition Debris,” Section 730-1-R, “Recyclable Materials,” Section 730-3, “Applicability; Requirement for Franchise; Term of Franchise,” Section 730-5, “General Provisions,” Section 730-7, “Award of Franchises,” Section 730-9, “Basis for Award of Franchise,” Section 730-19, “Bond Requirements,” Section 730-21, “Insurance Requirements,” and Section 730-25, “Methods of Solid Waste Collection”; **ORDAINING** new Sections 730-1-C2, “Clean Hard Fill,” 730-1-L, “Legitimate Recycling Facility,” 730-1-R2, “Recycling,” and 730-27, “Program Rules and Regulations,”; and **REPEALING** Section 730-1-D, “Department,” to clarify the definition of “commercial waste” and the application process for franchisees.

WHEREAS, Council passed Ordinance No. 337-2019 on September 11, 2019, amending the definition of “commercial waste” contained in Section 730-1-C3 of the Cincinnati Municipal Code to include construction and demolition debris; and

WHEREAS, the City wishes to further refine the definition of commercial waste to clarify that non-recyclable construction and demolition debris generated by new construction is encompassed within the scope of the term; and

WHEREAS, the City further wishes to refine the terminology associated with the procurement process for obtaining a commercial waste collection franchise, and to amend references to the City officials administering the franchise application process to reflect current practice; now, therefore,

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

Section 1. That Section 730-1-A, “Applicant,” of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code is hereby amended to read as follows:

**Sec. 730-1-A. –Applicant.**

“Applicant” shall mean a person who ~~responds to a request for proposals (“RFP”) or~~ completes an application or responds to a request for services seeking to be awarded a franchise.

Section 2. That existing Section 730-1-A, “Applicant,” of the Cincinnati Municipal Code is hereby repealed.

Section 3. That new Section 730-1-C2, "Clean Hard Fill," of Chapter 730, "Commercial Waste Franchises," of the Cincinnati Municipal Code is hereby established as follows:

**Sec. 730-1-C2. - Clean Hard Fill.**

"Clean Hard Fill" shall have the same meaning as the term is defined in Ohio Administrative Code section 3745-400-01.

Section 4. That Section 730-1-C3, "Commercial Waste," of Chapter 730, "Commercial Waste Franchises," of the Cincinnati Municipal Code is hereby amended to read as follows:

**Sec. 730-1-C3. – Commercial Waste.**

"Commercial Waste" shall mean any of the following ~~all waste generated by a commercial establishment. "Commercial Waste" does not include:~~

- (a) All waste generated by a commercial establishment; or
- (b) Construction and demolition debris generated in connection with:
  - (1) the construction, alteration, or demolition, in whole or in part, of a structure subject to regulation by the Ohio Building Code, including associated site improvements, utilities, and infrastructure; or
  - (2) the construction of a new structure subject to regulation by the Residential Code of Ohio, including associated site improvements, utilities, and infrastructure; or
  - (3) public infrastructure improvements.

"Commercial Waste" does not include:

- (a) Infectious waste or hazardous waste; or
- (b) Recyclable materials delivered to a legitimate recycling facility, food waste materials, or yard waste materials unless those items are taken to: (i) a sanitary landfill facility or incinerator as those terms are defined in Ohio Administrative Code section 3745-27-01, or (ii) any other traditional waste disposal site not designed to recycle or compost materials.

Section 5. That existing Section 730-1-C3, "Commercial Waste," of the Cincinnati Municipal Code is hereby repealed.

Section 6. That Section 730-1-C6, “Construction and Demolition Debris,” of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code is hereby amended to read as follows:

**Sec. 730-1-C6. –Construction and Demolition Debris.**

“Construction and demolition debris” shall have the same meaning as the term is defined in Ohio Administrative Code section 3745-400-01 ~~definition listed in Ohio Revised Code Chapter 3714.~~

Section 7. That existing Section 730-1-C6, “Construction and Demolition Debris,” of the Cincinnati Municipal Code is hereby repealed.

Section 8. That existing Section 730-1-D, “Department,” of Chapter 730 of the Cincinnati Municipal Code is hereby repealed.

Section 9. That new Section 730-1-L, “Legitimate Recycling Facility,” of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code is hereby established as follows:

**Sec. 730-1-L. –Legitimate Recycling Facility.**

“Legitimate Recycling Facility” shall have the same meaning as the term is defined in Ohio Administrative Code section 3745-27-01(L)(2).

Section 10. That Section 730-1-R, “Recyclable Materials,” of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code is hereby amended to read as follows:

**Sec. 730-1-R~~1~~. – Recyclable Materials.**

“Recyclable materials” shall mean those materials which would otherwise become solid waste and which may be collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products. Examples of potential recyclable materials include, but are not limited to, newspapers, junk mail, magazines, phonebooks, cardboard, paperboard, glass bottles, aluminum cans, bi-metal cans, steel cans, plastic bottles, food waste, yard waste materials, clean hard fill, and certain construction and demolition debris, and the city manager may deem other materials that meet this definition to be recyclable ~~have the same definition listed in CMC §729-1-R.~~

Section 11. That existing Section 730-1-R, “Recyclable Materials,” of Chapter 730 of the Cincinnati Municipal Code is hereby repealed.

Section 12. That new Section 730-1-R2, “Recycling,” of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code is hereby established as follows:

**Sec. 730-1-R2. –Recycling.**

“Recycling” shall have the same meaning as the term is defined in Ohio Administrative Code section 3745-27-01(R)(1).

Section 13. That Section 730-3, “Applicability; Requirement for Franchise; Term of Franchise,” of Chapter 730 of the Cincinnati Municipal Code is hereby amended to read as follows:

**Section 730-3. – Applicability; Requirement for Franchise; Term of Franchise.**

- (a) This chapter shall apply to any person engaged in the business of providing commercial waste collection services in the city on or after May 1, 2013.
- (b) This chapter applies to the collection of commercial waste, as defined in section 730-1-C3, on or after May 1, 2013.
- (c) The requirements in this chapter shall supplement the requirements in Chapter 729, “Waste Disposal,” of the Cincinnati Municipal Code.
- (d) On or after May 1, 2013, no person shall engage in the business of providing commercial waste collection services in the city unless that person has obtained a franchise from the city to provide such services.
- (e) No person shall obtain a franchise from the city until that person has complied with the following:
  - (1) Submitted a timely and complete ~~response to the request for proposals or timely completed an application for franchise~~ or submitted a timely and complete response to a request for services conducted by the city;
  - (2) Paid an application fee in the amount established in Section 730-7(d);
  - (3) Posted a bond and obtained the insurance required in Sections 730-19 and 730-21; and
  - (4) Executed a franchise agreement with the city for commercial waste collection services.

- (f) Each franchise agreement shall take effect ~~on May 1 upon execution~~, unless the applicant requests and the city approves a different later effective date. ~~Each franchise agreement that takes effect prior to May 1, 2014 shall expire on April 30, 2014, unless terminated prior to expiration or renewed pursuant to the agreement.~~ Each franchise agreement that takes effect on or after ~~May 1, 2014~~ July 1, 2021 shall expire ~~on April 30 of the following year following one year from~~ the date of its issuance, unless terminated prior to expiration or renewed pursuant to the agreement. Each franchise agreement shall renew for two one-year periods unless notice is given.

Section 14. That existing Section 730-3, “Applicability; Requirement for Franchise; Term of Franchise,” of Chapter 730 of the Cincinnati Municipal Code is hereby repealed.

Section 15. That Section 730-5, “General Provisions,” of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code is hereby amended to read as follows:

**Sec. 730-5. – General Provisions.**

- (a) It is unlawful for any person to commence or engage in the business of providing commercial waste collection service within the city without first obtaining a franchise and entering into a franchise agreement with the city. No person may obtain a license, permit, permission, or other approval from the city in furtherance of providing commercial waste collection service within the city without first obtaining a franchise and entering into a franchise agreement with the city.
- (b) A franchise shall be awarded to a person only if that person ~~successfully responds to the request for proposals or~~ completes an application for franchise or request for services and the person’s ~~proposal or~~ application or request for services submittal is selected as one of the most advantageous to the city under Sec. 730-7 and the criteria specified in the application or request for services.
- (c) Each franchisee shall comply with all laws of the city of Cincinnati, the state of Ohio, and the federal government. Each franchisee shall obtain and maintain all applicable licenses and permits required by federal, state, and local laws, rules, regulations, and orders of regulatory bodies.
- (d) A franchisee shall not be relieved of its obligation to comply with all requirements of this chapter and the franchise agreement by failure of the city to enforce compliance with such requirements.
- (e) The city reserves its right to grant franchises and similar rights to more than one (1) person ~~but not more than eight (8).~~
- (f) Each franchisee shall totally enclose or securely cover any commercial waste that the franchisee is transporting within the city. Each franchisee shall immediately clean up any commercial waste that the franchisee spills on public or private property in the city.
- (g) A franchisee providing commercial waste collection services is not and shall not be deemed to be an agent or employee of the city. A franchisee shall be solely responsible for any



losses or damages of any kind arising from its performance or nonperformance under its franchise. A franchisee shall indemnify, defend, and hold the city harmless against any and all claims and suits brought against the city resulting from the franchisee's performance or nonperformance under the franchise agreement.

- (h) All of the commercial waste collected by franchisees in the city shall be delivered to a licensed municipal solid waste management landfill facility, licensed sanitary landfill facility, licensed solid waste transfer facility, or a licensed construction and demolition debris facility. Recyclable material shall be delivered to a legitimate recycling facility.
- (i) The execution of the franchise agreement and the issuance of a franchise ~~by the city manager,~~ and the renewal thereof, is at the sole discretion of the city manager and shall not be construed as creating any vested rights in the franchisee. Each franchise is revocable in accordance with the terms of this chapter and the terms of the franchise agreement.
- (j) A franchise may not be assigned or transferred to another person.
- (k) A franchise authorizes a franchisee to provide commercial waste collection services in the city of Cincinnati.

Section 16. That existing Section 730-5, "General Provisions," of the Cincinnati Municipal Code is hereby repealed.

Section 17. That new Section 730-7, "Award of Franchises," of Chapter 730, "Commercial Waste Franchises," of the Cincinnati Municipal Code is hereby established as follows:

**Sec. 730-7. – Award of Franchises ~~RFP and Application Requirements for a Franchise.~~**

- ~~(a) Any person wishing to obtain a franchise to engage in the business of providing commercial waste collection services within the city in 2013 when franchises are first available shall submit a response to an RFP to the city manager.~~
- (a) After initial franchises are awarded in 2013, any Any person wishing to obtain a franchise to engage in the business of providing commercial waste collection services within the city shall submit an application ~~or response to an RFP~~ to the city manager in compliance with the process established for awarding franchises.
- (b) Where appropriate, the city may choose to conduct a request for services pursuant to Cincinnati Municipal Code Section 321-1-R6 to solicit qualified franchisees in lieu of an application process.
- (c) An applicant for a franchise shall provide the city with satisfactory evidence demonstrating that:

- (1) The applicant has the experience, personnel, equipment, and other resources necessary to provide commercial waste collection services in compliance with the requirements in this chapter; and
  - (2) The applicant has the capacity and willingness to comply with all applicable local, state, and federal laws.
- (d) Applicants for a new franchise and applicants for the renewal of an existing franchise shall provide the information requested by the city manager and any other relevant information. The application ~~or RFP response~~ and supporting information shall be submitted under oath and on forms supplied by the city manager. At a minimum, the application ~~or RFP response~~ shall include the following information:
- (1) The name and mailing address of the applicant; contact information for the applicant's designated representative; the name of the person to be granted the franchise; if the applicant is a corporation, the names of the corporation's principal officers; the names of the local operating managers who will be responsible for performing collection services for the applicant, together with the business address and telephone number of each manager;
  - (2) If the applicant is a corporation, proof that the corporation is in good standing in the state of Ohio and, if the applicant is not an Ohio corporation, proof that the applicant is authorized to do business in the State of Ohio. If the applicant is operating under a fictitious name, the applicant shall be required to submit information that such fictitious name is registered and held by the applicant;
  - (3) A statement of whether the applicant operates or has operated a solid waste collection business in Ohio or any other state or territory. If the applicant has provided or is providing solid waste collection services, the applicant shall describe all cases where and when it provided such services (but not more than ten (10) communities), and whether any of the applicant's permits, approvals, or licenses to provide such services have ever been revoked or suspended within the last five (5) years;
  - (4) A complete record of all felony convictions, and all misdemeanor convictions within the last five (5) years, involving the applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the applicant is not an individual, the applicant also shall provide the complete record of such convictions for any person who is an officer, director, member, majority shareholder, or partner in the applicant, and any person having a controlling interest in the applicant;
  - (5) A complete record of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) assessed against the applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of waste;
  - (6) The types of commercial waste materials and, if applicable, recyclable materials to be collected, transported, or disposed of by the applicant under the franchise; and
  - (7) A list of the vehicles, equipment, and containers that will be used by the applicant to provide commercial waste collection services. The list shall be provided on a form prescribed by the city manager. At a minimum, the list shall identify the make, model, and year of each vehicle and piece of collection equipment, as well as the size and type

of each container that will be used by the applicant. Identifiers including, but not limited to, license plate numbers, company vehicle numbers, and company equipment numbers shall be provided. The city manager may inspect all of the vehicles, equipment, and containers identified by the applicant and thereby determine whether the applicant possesses vehicles, equipment, and containers that are capable of providing safe and efficient commercial waste collection services in compliance with this chapter; and

- (8) A chart identifying the maximum rates that the applicant charges customers for various types of commercial waste collection services.
- (e) Each applicant shall submit a non-refundable application fee to the city in the amount of one hundred (\$100) dollars. The application fee is due and payable when the application is submitted. This fee shall not apply to proposals submitted in responses to an RFP a request for services.
- (f) New applications must be submitted to the city manager department at least sixty (60) days before the applicant plans to begin providing commercial waste collection services. Renewal applications must be submitted to the city manager department at least thirty (30) days before the applicant's existing franchise expires.

Section 18. That existing Section 730-7, “RFP and Application Requirements for a Franchise,” of Chapter 730 of the Cincinnati Municipal Code is hereby repealed.

Section 19. That Section 730-9, “Basis for Award of Franchise,” of Chapter 730, “Commercial Waste Franchises,” is hereby amended to read as follows:

**Section 730-9. - Basis for Award of Franchise.**

A franchise for commercial waste collection services may be granted to a person when the city manager concludes that the applicant has satisfied the requirements in this chapter. This includes successfully responding to the request for services proposals or completing the application, ~~the availability of a franchise~~ and the city rating the person’s proposal or application as most advantageous.

Section 20. That existing Section 730-9, “Basis for Award of Franchise,” of Chapter 730 of the Cincinnati Municipal Code is hereby repealed.

Section 21. That Section 730-19, “Bond Requirements,” of Chapter 730. “Commercial Waste Franchises,” is hereby amended to read as follows:

### **Section 730-19. - Bond Requirements.**

At the time of the execution of a franchise agreement, each franchisee shall provide the city with a bond in the amount of twenty percent (20%) of the franchisee's gross revenues for the quarter immediately preceding the execution date of the franchise agreement. ~~For the initial franchises that begin on May 1, 2013, the bond amount shall be fifty thousand dollars (\$50,000).~~ For franchisees who did not hold a franchise in the quarter immediately preceding the execution date of the franchise agreement, the bond shall be in the amount of fifty thousand dollars (\$50,000). The bond shall conform with the requirements of CMC Chapter 304. The bond shall be used to insure the franchisee's performance under this chapter and the franchise agreement. Among other things, the bond shall be used to ensure the franchisee's payment of franchise fees and other sums that are due and owing to the city. The bond shall also be used to indemnify the city from any damages that may be suffered by the city in any manner as a result of the city's award of a franchise to the applicant, including but not limited to damages resulting from the applicant's performance or non-performance of the conditions and requirements of the franchise agreement, the applicant's use of the city's streets, the failure of the applicant to conform with applicable laws, and any negligent, reckless or intentional wrongful act or omission of the applicant or the applicant's employees, agents, officers, or representatives. The bond shall be kept in full force at all times during the term of the franchise. The bond shall be released by the city within one year following the expiration or termination of the franchise agreement~~if the application is denied, or the franchise agreement expires or is terminated.~~

Section 22. That existing Section 730-19, "Bond Requirements," of Chapter 730 of the Cincinnati Municipal Code is hereby repealed.

Section 23. That Section 730-21, "Insurance Requirements," of Chapter 730, "Commercial Waste Franchises," is hereby amended to read as follows:

#### **Section 730-21. – Insurance Requirements.**

- (a) Each franchisee shall maintain in effect at all times, and shall furnish to the city a certificate evidencing, the following types of insurance coverage and specified limits of coverage, issued by an insurance company licensed to do business in the state of Ohio, acceptable to the city, and as required and set forth in greater specificity in the franchise agreement:
- (1) Comprehensive general liability insurance with a limit of a one million dollar (\$1,000,000.00) per occurrence and a two million dollar (\$2,000,000.00) general aggregate. This policy must include the following coverages: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage;
  - (2) Automotive liability insurance coverage providing a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy must include the following coverages: bodily injury and property damage including premises and operations;

- (3) Workers compensation insurance shall be provided for all of franchisee's employees as required under Ohio law; and
  - (4) Employers liability insurance providing a single limit of not less than one million dollars (\$1,000,000.00), bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000.00), bodily injury disease per each employee, and providing a single limit of not less than one million dollars (\$1,000,000.00) bodily injury by disease policy limit.
- (b) When an applicant submits an application for a franchise, and when a franchisee submits an application for the renewal of its franchise, the franchisee shall furnish the city a certificate evidencing this insurance coverage is in effect for the same term as the franchise agreement, and naming the city as an additional insured (except with regard to the workers compensation and employers liability insurances). The franchisee shall notify the city in writing by registered or certified mail thirty (30) days in advance of any cancellation, intent not to renew, or any other changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance required by this chapter or the franchise agreement, the franchisee's license to operate as a franchisee in the city under its franchise agreement shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained and a new certificate is provided to the ~~department~~ city manager.

Section 24. That existing Section 730-21, "Insurance Requirements," of the Cincinnati Municipal Code is hereby repealed.

Section 25. That Section 730-25, "Methods of Solid Waste Collection," of Chapter 730, "Commercial Waste Franchises," of the Cincinnati Municipal Code, is hereby amended to read as follows:

**Section 730-25. – Methods of Solid Waste Collection.**

- (a) Each franchisee shall collect commercial waste in the manner required by this chapter and the franchise agreement. At a minimum, each franchisee shall comply with the following requirements:
  - (1) *Hours of collection.* Hours of commercial waste collection services within the city shall be governed by the rules and regulations established by the Chapter 729 of the Cincinnati Municipal Code and as set forth in the franchise agreement.
  - (2) *Equipment.* All vehicles, equipment, and containers used to provide commercial waste collection services shall be maintained at all times in a clean, sanitary, and neat condition, and in good repair. All of the franchisee's collection vehicles, equipment, and containers shall bear the franchisee's name, ~~and~~ current phone number in letters that are at least two (2) inches tall, or other identifying marks or decals prescribed by the city manager.

- (3) *Maximum weight of loaded vehicles.* The total gross weight of any loaded vehicle used by the franchisee on a city road shall not exceed the maximum gross weight allowed per vehicle under any applicable federal, state, or city law.
  - (4) *Prohibited material.* A franchisee shall take all reasonable measures to prevent prohibited materials from being collected, transported, or disposed of in a manner that poses a threat to human health, public safety, or the environment.
  - (5) *Delivery to Solid Waste Management Facility.* If a franchisee collects, receives, transports, stores, or separates commercial waste that was generated within the city, the franchisee shall deliver such waste to a solid waste management facility.
  - (6) *Receipts from designated solid waste management facility.* A franchisee, upon request of the ~~department~~ city manager, shall produce receipts or other documents demonstrating that all of the commercial waste collected by the franchisee in the city was delivered to a solid waste management facility pursuant to Sec. 730-05(h).
- (b) Each franchisee shall offer recycling services to all of its customers. A franchisee, upon request of the city manager, shall produce receipts of other documents demonstrating that all recyclable materials collected by the franchisee in the city were delivered to a legitimate recycling facility.

Section 26. That existing Section 730-25, “Methods of Solid Waste Collection,” of the Cincinnati Municipal Code is hereby repealed.

Section 27. That new Section 730-27, “Program Rules and Regulations,” of Chapter 730, “Commercial Waste Franchises,” of the Cincinnati Municipal Code is hereby established as follows:

**Section 730-27. – Program Rules and Regulations.**

The city manager is authorized to adopt, promulgate, and enforce rules and regulations consistent with the provisions of this chapter to provide for the effective administration and enforcement of the city’s commercial waste franchise program.

Section 28. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 27 hereof.

Section 29. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

\_\_\_\_\_  
Deletions are struck through. Additions are underlined.

April 21, 2021

**To:** Mayor and Members of City Council 202101482

**From:** Paula Boggs Muething, City Manager

**Subject:** **Ordinance – Extending the Term of Existing Commercial Waste Franchise Agreements**

---

Transmitted herewith is an ordinance captioned as following:

**AUTHORIZING** the City Manager to extend the term of existing commercial waste collection service franchise agreements between the City and commercial waste collection service franchisees for two additional one-year periods, notwithstanding the provisions of Chapter 730 of the Cincinnati Municipal Code, in order to align the terms of existing franchise agreements with those of prospective franchise agreements to be executed in 2021.

City Council established the Commercial Waste Hauler Franchise Program in 2012 and enlarged the scope of program in 2019 to include construction and demolition debris.

The extended term with current Commercial Waste Franchisees will allow for a programmatic alignment of existing franchise agreements with new franchise agreements to be executed in 2021.

The Commercial Waste Franchises Program supports the goals to “incentivize recycling and increase cost of trash generation to encourage diversion from landfill,” as described on pages 241 of the Green Cincinnati Plan (2018).

This Emergency Ordinance is also in accordance with the "Sustain" goal to “Become a healthier Cincinnati" and strategy to "Create a healthy environment and reduce energy consumption," as described on pages 181-186 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager  
Karen Alder, Finance Director

Attachment





**City of Cincinnati**  
**An Ordinance No. \_\_\_\_\_**

CFG  
*AWB*

-2021

**AUTHORIZING** the City Manager to extend the term of existing commercial waste collection service franchise agreements between the City and commercial waste collection service franchisees for two additional one-year periods, notwithstanding the provisions of Chapter 730 of the Cincinnati Municipal Code, in order to align the terms of existing franchise agreements with those of prospective franchise agreements to be executed in 2021.

WHEREAS, Chapter 730 of the Cincinnati Municipal Code provides that a franchise is required to collect commercial waste in the City, and that an applicant seeking to provide commercial waste collection service in the City must execute a franchise agreement with the City; and

WHEREAS, Chapter 730 further provides that each franchise agreement shall have a one-year term, which may be extended for two additional one-year periods; and

WHEREAS, the City currently has four franchise agreements with commercial waste collection service franchisees, the terms of which agreements will expire on August 31, 2022 if all applicable extensions are exercised; and

WHEREAS, the City anticipates that it may enter into additional commercial waste collection service franchise agreements with qualified commercial waste collectors during 2021; and

WHEREAS, the City desires to align the terms of its existing and prospective commercial waste collection franchise agreements to promote uniformity and efficiency of administration; now, therefore,

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

Section 1. That, notwithstanding the terms of Chapter 730 of the Cincinnati Municipal Code, the City Manager is hereby authorized to take all necessary and proper actions to extend the term of existing commercial waste collection franchise agreements between the City and commercial waste collection service franchisees for two additional one-year periods and to provide for a new expiration date, inclusive of all renewals, no later than August 31, 2024.

Section 2. That this ordinance shall take effect and be in force from the earliest period allowed by law.

Passed: \_\_\_\_\_, 2021


\_\_\_\_\_  
Mayor

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

March 24, 2021

**FOR YOUR INFORMATION**

202101272

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager   
Subject: Funding Priorities for Coronavirus Local Fiscal Recovery Fund

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This memorandum sets forth the City Administration’s recommendations and funding priorities for the expected federal relief funds related to the COVID-19 pandemic.

**Background and Information**

The American Rescue Plan Act of 2021<sup>1</sup> (“ARP”) was signed by President Joe Biden on March 11, 2021. Section 9901 of the ARP establishes a new program to be administered by the United States Department of the Treasury (“Treasury”) known as the Coronavirus Local Fiscal Recovery Fund (“LFRF” or “recovery funds”). This program will provide significant stimulus and recovery funding to local governments throughout the United States. Though the City may receive additional funding under other provisions of the ARP, the LFRF is the most substantial funding source.

The purpose of the recovery funds is to mitigate the fiscal effects stemming from the COVID-19 public health emergency. Broadly, recovery funds can be utilized for costs incurred by the City to respond to COVID-19, including negative economic impacts; to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency; to pay for government services to the extent of revenue reductions due to COVID-19; and to make necessary investments in water, sewer, or broadband infrastructure. The LFRF explicitly prohibits deposit of the monies into pension funds. Additional guidance from Treasury is forthcoming and will provide final parameters and clarity on eligible uses.

All recovery funds must be utilized prior to December 31, 2024 and is allocated to local governments based on a modified Community Development Block Grant allocation methodology. Though final allocation amounts have not yet been released by Treasury, the City estimates that it will receive approximately \$290 million in LFRF funds. Under the ARP, the first half of this amount is expected to be paid to the City no later than May 11, 2021. The second half is expected to be paid to the City no later than May 11, 2022.

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<sup>1</sup> <https://www.congress.gov/bill/117th-congress/house-bill/1319/text#toc-HA2014788068F45DFB8DF03D5E72AFEE7>

## Funding Priorities

The recovery funds present an extraordinary opportunity to catalyze economic recovery and growth in sectors that have been devastated by the impacts of COVID-19. The funding priorities set forth below are targeted to provide both immediate impact and long-term public benefits, in order to ensure that this dramatic public investment continues to provide returns far beyond the actual expenditures. A detailed list of proposed expenditures is included as **Exhibit A** to this memorandum. These expenditures are subject to Council approval and appropriation. They are also subject to Treasury guidance for the LFRF, which has not yet been released but is forthcoming and may indicate that certain categories of expenditures are ineligible.

## Fiscal Stability

The Administration's top priority is to stabilize the City's fiscal position. This includes covering operating budget deficits from Fiscal Year ("FY") 2021 and projected deficits for FY 2022 and FY 2023, and creating an income tax contingency fund to protect City operations from the risk of reduced income tax revenue presented by ongoing litigation that challenges the City's ability to tax income accrued through remote work. Further, this includes restoring all lost revenue to various restricted funds to account for revenue reductions caused by the pandemic and reserving sufficient funding to address operational needs of the Cincinnati Public Health Department for continued pandemic response work, including efforts to achieve equity in vaccine distribution and continued contact tracing and testing.

## Job Creation, Economic Growth, and Housing Stability

The COVID-19 pandemic has caused substantial unemployment or underemployment and reduced earnings for many citizens, disproportionately impacting lower income households. The City Administration recommends funding support programs that address the economic impacts of COVID-19 by creating job opportunities and encouraging economic growth. This includes public investments to stabilize existing job-creating enterprises and support for enterprises that grow new businesses and job opportunities. Finally, the economic impacts of COVID-19 have led to greater housing instability for many moderate- and lower-income City residents; therefore, the Administration recommends investments to increase affordable housing options and economic stability for these impacted City residents.

## Critical Financial Support for Cultural Institutions, Small Business, and Community Partners

Our cultural institutions and small businesses are the engines for the City's vitality and energy, and mission-driven community partner organizations provide a sense of community and hope. These organizations have faced tremendous financial difficulties in the past year and have taken on debt, cut staff and expenses, or reduced operations. In order to retain the character that is uniquely Cincinnati, energize our local

economy, and restore the public benefits they provide to our region the Administration recommends a meaningful investment to stabilize these organizations.

### Safe Activation of Civic Spaces and Community Building in Neighborhoods

Once safe, a critical element of restoring the vibrancy of our City will be to bring life back to our civic spaces throughout the City and to conduct community building activities in our neighborhoods. The goal of these recommended public investments is to repair the community fabric and relationships that have been dormant due to COVID-19 restrictions and encourage our City's residents to safely engage with their neighbors and friends.

### Capital Investment to Improve City Services and Quality of Life

Finally, the Administration recommends investment in capital projects that will improve City services and improve the quality of life of City residents. These investments will initially create construction jobs and economic activity to directly address the negative impacts of COVID-19 and will provide long-term public benefits for generations of City residents.

### Conclusion

The LFRF is an opportunity for our City to recover and reignite economic growth by investing in priorities that will counteract the negative financial and social impacts of the pandemic. With the proposed funding priorities and projects described above and in the attachment, the Administration seeks to stabilize the City's finances, create a wide range of pandemic response and support programs, and to make substantial capital investments in our City's infrastructure.

**Exhibit A**

**202101272**  
**Exhibit A**

**Stimulus Funding Reconciliation**

		<b>Total</b>		<b>Year 1</b>		<b>Year 2</b>
<b>Approved Stimulus Funds</b>	\$	<b>291,590,000</b>	\$	<b>145,795,000</b>	\$	<b>145,795,000</b>
<b>Operating Budget Needs for FY21 and FY22:</b>						
FY 2021 Need referenced in Monitoring Report	\$	18,700,000	\$	18,700,000		
Negotiated Hazard Pay	\$	2,800,000	\$	2,800,000		
Public Health COVID Response: Equity Outreach, Vaccine Distribution, PPE, Testing, and Tracing	\$	7,426,692	\$	5,000,000	\$	2,426,692
FY 2022 Projected Operating Budget Deficit	\$	31,000,000	\$	31,000,000		
FY 2022 Income Tax Contingency	\$	18,500,000			\$	18,500,000
FY 2023 Projected Operating Budget Deficit	\$	35,000,000			\$	35,000,000
<b>Total Operating Budget Need FY21/FY22</b>	<b>\$</b>	<b>113,426,692</b>	<b>\$</b>	<b>57,500,000</b>	<b>\$</b>	<b>55,926,692</b>
<b>Lost Revenue Restricted Fund: For Period March 1, 2020 through February 28, 2021</b>						
102 - Parking System	\$	(2,083,489)	\$	2,083,489		
103 - Convention	\$	(4,704,032)	\$	4,704,032		
Transient Occupancy Tax	\$	(5,300,000)	\$	5,300,000		
303 - Park Meter	\$	(2,050,124)	\$	2,050,124		
318 - Sawyer Pnt	\$	(650,824)	\$	650,824		
323 - Rec Spl Act	\$	(2,066,665)	\$	2,066,665		
326 - Park Misc Rev	\$	(528,157)	\$	528,157		
329 - Riverfront Park	\$	(703,909)	\$	703,909		
332 - Krohn	\$	(488,469)	\$	488,469		
347 - Hazard Abatemnt	\$	(308,974)	\$	308,974		
363 - Solid Waste	\$	(31,937)	\$	31,937		
395 - Health Centers	\$	(1,100,000)	\$	1,100,000		
412 - Food Serv	\$	(944,487)	\$	944,487		
446 - Hlth Netwrk	\$	(882,244)	\$	882,244		
<b>Total Lost Revenue</b>	<b>\$</b>	<b>21,843,308</b>	<b>\$</b>	<b>21,843,308</b>	<b>\$</b>	<b>-</b>
<b>Total Operating Fund Need</b>	<b>\$</b>	<b>135,270,000</b>	<b>\$</b>	<b>79,343,308</b>	<b>\$</b>	<b>55,926,692</b>
<b>Balance</b>	<b>\$</b>	<b>156,320,000</b>	<b>\$</b>	<b>66,451,692</b>	<b>\$</b>	<b>89,868,308</b>
<b>Support Programs:</b>						
Pool Extended Season for CRC	\$	400,000	\$	200,000	\$	200,000
Rec Center Extended Summer Hours	\$	650,000	\$	300,000	\$	350,000
CVB Support	\$	1,000,000	\$	500,000	\$	500,000
Social Services Operational Grants	\$	3,100,000	\$	3,100,000		
Public Museum Support	\$	1,000,000	\$	1,000,000		
ArtWorks Youth Employment Initiative	\$	1,000,000	\$	500,000	\$	500,000
PIVOT	\$	1,000,000	\$	500,000	\$	500,000
Keep Cincinnati Beautiful (KCB) Blight Abatement	\$	500,000	\$	250,000	\$	250,000
CCAC	\$	500,000	\$	250,000	\$	250,000
CEAI	\$	980,000	\$	490,000	\$	490,000
Citilink Expansion	\$	250,000	\$	250,000	\$	-
Blink 2022	\$	1,000,000	\$	-	\$	1,000,000
Restaurant Grant Phase 2	\$	4,000,000	\$	4,000,000		

Neighborhood Activation Fund	\$	3,000,000	\$	3,000,000		
Neighborhood Business Districts Support Grants	\$	4,000,000	\$	2,000,000	\$	2,000,000
Minority Business Partnerships	\$	3,000,000	\$	3,000,000		
Minority Business Accelerator-Ascend	\$	5,000,000	\$	2,500,000	\$	2,500,000
Women Business Program	\$	3,000,000	\$	1,500,000	\$	1,500,000
Performing Arts Support Grants	\$	7,000,000	\$	7,000,000		
BLM Mural	\$	250,000	\$	125,000	\$	125,000
Tree Canopy Expansion	\$	1,000,000	\$	500,000	\$	500,000
Outdoor Dining Grant Program (Neighborhoods)	\$	2,000,000	\$	1,000,000	\$	1,000,000
Bethany House Additional Project Costs	\$	1,300,000	\$	1,300,000		
Affordable Housing Trust Fund	\$	5,000,000	\$	2,500,000	\$	2,500,000
Harbor Program Expansion	\$	500,000	\$	350,000	\$	150,000
Port Authority Affordable Housing Projects	\$	5,000,000	\$	2,500,000	\$	2,500,000
Build Cincinnati Development Fund	\$	2,000,000	\$	1,000,000	\$	1,000,000
Additional Demolition Blight	\$	5,000,000	\$	2,500,000	\$	2,500,000
<b>Total Support Programs</b>	<b>\$</b>	<b>62,430,000</b>	<b>\$</b>	<b>42,115,000</b>	<b>\$</b>	<b>20,315,000</b>
<b>Balance</b>	<b>\$</b>	<b>93,890,000</b>	<b>\$</b>	<b>24,336,692</b>	<b>\$</b>	<b>69,553,308</b>

<b>Capital Projects:</b>							
<b>Dept</b>	<b>Description</b>	<b>Estimated Cost</b>					
CRC	Mercy West Hospital Boudinot Site Improvements	\$	3,000,000		\$	3,000,000	
CMO	Citicable Truck and Equipment	\$	300,000	\$	300,000		
CPD	Winton Hills Shot Spotter	\$	250,000	\$	250,000		
CRC	Winton Hills Pool	\$	4,200,000	\$	1,900,000	\$	2,300,000
CRC	Outdoor Facilities Renovations (41 locations)	\$	6,100,000	\$	2,000,000	\$	4,100,000
DCED	King Records Building Improvements	\$	2,000,000			\$	2,000,000
DPS	Police & Fire Fleet Equipment Purchases	\$	4,250,000	\$	1,000,000	\$	3,250,000
DPS	Facility Improvements Shovel Ready	\$	3,725,000	\$	1,286,692	\$	2,438,308
DPS	A/C Upgrades	\$	500,000	\$	500,000		
DPS	Incinerator Demo	\$	2,500,000			\$	2,500,000
ECC	ECC Upgrades	\$	800,000	\$	500,000	\$	300,000
ETS	Network Upgrades	\$	1,500,000			\$	1,500,000
ETS	Phone System Upgrade	\$	1,500,000	\$	750,000	\$	750,000
Fire	Fire Training Center Tower	\$	3,500,000			\$	3,500,000
Fire	Firehouse Improvements	\$	2,000,000			\$	2,000,000
Health	Facility Improvements	\$	1,500,000	\$	750,000	\$	750,000
Parks	Facility Improvements Shovel Ready	\$	1,100,000	\$	550,000	\$	550,000
Parks	Trail Expansion Projects	\$	2,723,000	\$	1,000,000	\$	1,723,000
Parks	Freedom Center Park	\$	3,000,000			\$	3,000,000
Parks	Smale Riverfront Park	\$	1,500,000	\$	750,000	\$	750,000
Parks	Mt. Airy Trails Expansion	\$	5,100,000	\$	1,800,000	\$	3,300,000
DOTe	Central Pkwy Streetscape Charles/Liberty Streetscape/Improvements	\$	2,000,000	\$	2,000,000		
DOTe	Glenway Avenue Improvements	\$	1,250,000			\$	1,250,000
DOTe	Rapid Run/Dunham Improvements	\$	1,250,000			\$	1,250,000
DOTe	Oasis Trail	\$	3,000,000	\$	3,000,000		
DOTe	W. 8th Safety Improvement (Lower Price Hill)	\$	600,000			\$	600,000
DOTe	Citywide Safety - HFST/Signage/Guardrail/Etc	\$	1,000,000	\$	500,000	\$	500,000
DOTe	State Avenue Streetscape/Pedestrian Safety	\$	2,000,000			\$	2,000,000
DOTe	Central Parkway Phase 1 Bike Facility Upgrade	\$	1,700,000			\$	1,700,000
DOTe	CBD Vine Street, 8th Street and 9th Street 2 Way Conversion Phase 1	\$	3,127,000			\$	3,127,000
DOTe	CBD-OTR ROW Improvements	\$	550,000			\$	550,000



DOTE	Hi-light Downtown LED conversion	\$	800,000	\$	800,000
DOTE	Walnut Hills - E. McMillan Streetscape	\$	675,000	\$	675,000
DOTE	Lighting Improvements	\$	6,590,000	\$	6,590,000
DOTE	Berkshire Lane Pier Wall	\$	400,000	\$	400,000
DOTE	Grandin Road Pier Wall Extension	\$	400,000	\$	400,000
DOTE	Beekman Street Landslide Stabilization	\$	300,000	\$	300,000
DOTE	Columbia Parkway Landslide 600' South of Tusculum	\$	700,000	\$	700,000
DOTE	Monastery St Bridge Rehabilitation	\$	300,000	\$	300,000
DOTE	Clifton Shared Path	\$	2,000,000	\$	1,000,000
DOTE	ROW & Pedestrian Safety Improvements Outdoor Dining Urban Core	\$	2,000,000	\$	2,000,000
DOTE	Street Rehab: Ridge Rd Improvements - Marburg to Beredith	\$	3,000,000	\$	1,500,000
DOTE	Street Rehab: Gilbert Av Improvements - Elsinore to Woodburn	\$	2,000,000	\$	2,000,000
DOTE	Street Rehab: Paxton Ave Rehab - Including realignment of Isabella intersection	\$	2,200,000	\$	2,200,000
DOTE	Street Rehab: River Rd Improvements - Fairbanks to Anderson Ferry	\$	5,000,000	\$	1,000,000
	Total Capital Projects	\$	93,890,000	\$	24,336,692
				\$	69,553,308
	Unallocated	\$	0	\$	0
				\$	-

202101408

April 8, 2021

**FOR YOUR INFORMATION**

**To:** Mayor and Members of City Council  
**From:** Paula Boggs Muething, City Manager *PM*  
**Subject:** **Funding Priorities for Coronavirus Local Fiscal Recovery Fund  
– Additional Details**

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The FYI Memo titled “Funding Priorities for Coronavirus Local Fiscal Recovery Fund (Memo #4198) released on March 24, 2021 provided a list of the City Administration’s recommendations and funding priorities for the expected federal relief funds to be received as part of the American Rescue Plan (ARP). The following list of priorities provides additional details for each item contained on the original list.

One change has been made to the original list. The capital project amount needed for Smale Riverfront Park was originally split over two years. However, the project will need the entire amount sooner than anticipated so the funding has been changed so that the entire \$1,500,000 allocation is now in Year 1. To accommodate that change, \$750,000 of the Mt. Airy Trails Expansion project has been shifted from Year 1 to Year 2.

**Fiscal Stability:**

**Operating Budget Needs for FY 2021, FY 2022, and FY 2023**

This category is for expenses incurred by the City related to the pandemic and/or replacement of lost General Fund revenue.

- **FY 2021 Need – \$18,700,000 (Year 1)**  
This is the projected budget deficit for the remainder of FY 2021 based on the monthly Budget Monitoring report through the period ending January 31, 2021. This amount will be reviewed as part of the Final Adjustment Ordinance (FAO) process in April 2021 and is subject to change.
- **Negotiated Hazard Pay – \$2,800,000 (Year 1)**  
This amount is set aside for hazard pay for City employees who have not been able to work remotely during the pandemic. It is subject to negotiation with the various bargaining units.

- **Public Health COVID Response: Equity Outreach, Vaccine Distribution, PPE, Testing, and Tracing – \$5,000,000 (Year 1) and \$2,426,692 (Year 2)**  
This amount is set aside for a variety of public health needs related to the pandemic and will cover any Health Department costs that are not covered by a grant or Federal Emergency Management Agency (FEMA) reimbursement.
- **FY 2022 Projected Operating Budget Deficit – \$31,000,000 (Year 1)**  
This is the projected budget deficit for the FY 2022 based on the Tentative Tax Budget and subsequent adjustments.
- **FY 2022 Income Tax Contingency – \$18,500,000 (Year 2)**  
This amount is set aside as a contingency to the court case challenging the ability of Ohio cities to levy an income tax on remote workers who otherwise would be working in the City if not for the pandemic. It is based on an estimate from the City's Income Tax Division of the Department of Finance and the University of Cincinnati's Economics Center. This contingency also relates to a possible reduction of the income tax revenue estimate for FY 2022 and FY2023 respectively as more employees may continue to work from home after the emergency order is lifted. These estimates are being refined and a further update will be provided later this month.
- **FY 2023 Projected Operating Budget Deficit - \$35,000,000 (Year 2)**  
This is the projected budget deficit for the second year of the biennium based on the Tentative Tax Budget and subsequent adjustments.

### **Restricted Funds Lost Revenue**

This category is for the replacement of lost Restricted Funds revenue based on the period of March 1, 2020 through February 28, 2021. It is net of reduced expenses in the respective funds.

- **Fund 102 – Parking Systems Facilities – \$2,083,489 (Year 1)**  
This would replace lost revenue from various downtown off-street parking including parking lots and garages.
- **Fund 103 – Convention Center – \$4,704,032 (Year 1)**  
This would replace lost revenue from the cancellation of various events at the Duke Energy Convention Center (DECC).
- **Transient Occupancy Tax – \$5,300,000 (Year 1)**  
This would replace lost revenue due to the decline in lodging furnished to transient guests.
- **Fund 303 – Parking Meter – \$2,050,124 (Year 1)**  
This would replace lost revenue from parking meters and parking enforcement in the City.

- **Fund 318 – Sawyer Point – \$650,824 (Year 1)**  
This would replace lost revenue for activities, programs, and events that were cancelled at Sawyer Point.
- **Fund 323 – Recreation Special Activities – \$2,066,665 (Year 1)**  
This would replace lost revenue for rentals, activities, programs, events, day camps, and swimming pool fees that were cancelled or reduced at various City recreation centers and facilities.
- **Fund 326 – Park Donations Special Activities – \$528,157 (Year 1)**  
This would replace lost revenue for various activities that were cancelled or reduced at various Parks facilities.
- **Fund 329 – Riverfront Park – \$703,909 (Year 1)**  
This would replace lost revenue for activities, programs, and events that were cancelled or reduced at Smale Riverfront Park.
- **Fund 332 – Krohn Conservatory – \$488,469 (Year 1)**  
This would replace lost revenue for activities, programs, and events that were cancelled at the Krohn Conservatory.
- **Fund 347 – Hazard Abatement – \$308,974 (Year 1)**  
This would replace lost revenue from the Vacant Building Maintenance License (VBML) fees and Residential Rental Registration program fees.
- **Fund 363 – Solid Waste Disposal Control – \$31,937 (Year 1)**  
This would replace lost revenue from the solid waste disposal license fees.
- **Fund 395 – Community Health Centers Activity – \$1,100,000 (Year 1)**  
This would replace lost revenue from all health center sites included in the Federally Qualified Health Centers (FQHC)’s scope of operation due to reduced patient visits and services.
- **Fund 412 – Food Service License Fees – \$944,487 (Year 1)**  
This would replace lost revenue from food service license fees due to reduced operations at food service locations.
- **Fund 446 - Health Network – \$882,244 (Year 1)**  
This would replace lost revenue from the Cincinnati Health Network due to reduced reimbursements for various health services provided by the Cincinnati Health Department.

**Support Programs:**

This category is for expenses related to providing support to various programs and entities in three main areas:

- Job Creation, Economic Growth, and Housing Stability
    - Designed to address the economic impacts of COVID-19 by creating job opportunities and encouraging economic growth.
  - Critical Financial Support for Cultural Institutions, Small Business, and Community Partners
    - Designed to offset the financial difficulties organizations have experienced including increased debt, staff reductions, and operational reductions.
  - Safe Activation of Civic Spaces and Community Building in Neighborhoods
    - Designed to support community building activities in neighborhoods.
- 
- **Pool Extended Season for CRC – \$200,000 (Year 1) and \$200,000 (Year 2)**  
This would provide funding to extend the season for Cincinnati Recreation Commission (CRC) pools for the summers of 2021 and 2022.
  - **Rec Center Extended Summer Hours – \$300,000 (Year 1) and \$350,000 (Year 2)**  
This would provide funding to allow for extended hours at various CRC recreation centers for the summers of 2021 and 2022.
  - **CVB Support – 500,000 (Year 1) and \$500,000 (Year 2)**  
This would provide operational support to the Cincinnati USA Convention & Visitors Bureau.
  - **Social Services Operational Grants – \$3,100,000 (Year 1)**  
This would restore funding to leveraged support agencies who had their FY 2020 budget allocations reduced by 25% in the spring of 2020.
  - **Public Museum Support – \$1,000,000 (Year 1)**  
This would provide operational support to public museums.
  - **ArtWorks Youth Employment Initiative – \$500,000 (Year 1) and \$500,000 (Year 2)**  
This would provide funding to ArtWorks for their Youth Employment Initiative.
  - **PIVOT – \$500,000 (Year 1) and \$500,000 (Year 2)**  
This would provide funding to the Cincinnati Police Department’s Place-Based Investigations of Violent Offender Territories (PIVOT) program.
  - **Keep Cincinnati Beautiful (KCB) Blight Abatement – 250,000 (Year 1) and 250,000 (Year 2)**  
This would provide funding to Keep Cincinnati Beautiful to provide funds for abating blight in the City.
  - **CCAC - \$250,000 (Year 1) and \$250,000 (Year 2)**  
This would provide funding for capital support for the Clifton Cultural Arts Center (CCAC) and their capital campaign to improve the facility.
  - **CEAI Development Support – \$490,000 (Year 1) and \$490,000 (Year 2)**  
This would provide funds for developmental support for the Community Economic Advancement Initiative (CEAI) in the Bond Hill and Roselawn area.
  - **Citilink Expansion – \$250,000 (Year 1) and \$250,000 (Year 2)**  
This would provide funds for expansion of the Citilink campus in the West End, to facilitate expanded program services.

- **Blink 2022 – \$1,000,000 (Year 2)**  
This would provide funds to support the return of the light-based art festival BLINK to the City during 2022.
- **Restaurant Grant Phase 2 – \$4,000,000 (Year 1)**  
This would provide funds for a second phase of the local economic stimulus plan to support dining and drinking establishments in the City.
- **Neighborhood Activation Fund – \$3,000,000 (Year 1)**  
This would provide funds for neighborhood activation and events in public spaces throughout the City.
- **Neighborhood Business Districts Support Grants – \$2,000,000 (Year 1) and \$2,000,000 (Year 2)**  
This would provide additional funds for businesses located in the Neighborhood Business Districts.
- **Minority Business Partnerships – \$3,000,000 (Year 1)**  
This would provide funds for a partnership with the Urban League and The Port for real estate and back office support for minority businesses.
- **Minority Business Accelerator – Ascend – \$2,500,000 (Year 1) and \$2,500,000 (Year 2)**  
This would provide funds to Ascend\*Cincy, a partnership between the City, Urban League, the Greater Cincinnati African American Chamber of Commerce and the Minority Business Accelerator to provide staffing, accounting, human resources, financial coaching, and other assistance to Black-owned businesses.
- **Women Business Program – \$1,500,000 (Year 1) and \$1,500,000 (Year 2)**  
This would provide funds to support women owned businesses through a partnership with Main Street Venture for women owned businesses.
- **Performing Arts Support Grants – \$7,000,000 (Year 1)**  
This would provide funds to support various performing arts including theaters and the symphony with funds set aside for public performances around the City.
- **BLM Mural – \$125,000 (Year 1) and \$125,000 (Year 2)**  
This would provide funds to restore the Black Lives Matter (BLM) mural on Plum Street outside of City Hall and would also provide funds for a historical plaque explaining the mural's backstory and events centered around the mural.
- **Tree Canopy Expansion – \$500,000 (Year 1) and \$500,000 (Year 2)**  
This would provide funds to expand the tree canopy program to plant additional trees in an effort to mitigate heat in City neighborhoods.
- **Outdoor Dining Grant Program (Neighborhoods) – \$1,000,000 (Year 1) and \$1,000,000 (Year 2)**  
This would provide resources for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.
- **Bethany House Additional Project Cost – \$1,300,000 (Year 1)**  
This would provide funds to Bethany House for their new shelter for clients.
- **Affordable Housing Trust Fund – \$2,500,000 (Year 1) and \$2,500,000 (Year 2)**  
This would be an allocation set aside for the Affordable Housing Trust Fund.

- **Harbor Program Expansion – \$350,000 (Year 1) and \$150,000 (Year 2)**  
This would provide funds for the Homeowner Assistance Repairs and Building Order Remission (HARBOR) program in the Department of Buildings and Inspections which provides financial assistance to low-income, owner-occupied homeowners through grants.
- **Port Authority Affordable Housing Projects – \$2,500,000 (Year 1) and \$2,500,000 (Year 2)**  
This would provide funds to The Port to be used specifically on development projects for single family affordable housing.
- **Build Cincinnati Development Fund – \$1,000,000 (Year 1) and \$1,000,000 (Year 2)**  
This would provide additional funds for the Build Cincinnati Development Fund to help revitalize neighborhoods.
- **Additional Demolition Blight – \$2,500,000 (Year 1) and \$2,500,000 (Year 2)**  
This would provide funds for the demolition of blighted buildings in the City.

**Capital Investment:**

This category is designed to improve City services and improve the quality of life of citizens through various capital investments.

- **Mercy West Hospital Boudinot Site Improvements – \$3,000,000 (Year 1)**  
This would provide funds for site improvements on the site of the former Mercy West Hospital Boudinot location.
- **CitiCable Truck and Equipment – \$300,000 (Year 1)**  
This would provide funds in the Office of Communications in the City Manager’s Office for a new CitiCable mobile truck and related equipment for remote broadcasts.
- **Winton Hills Shot Spotter – \$250,000 (Year 1) and \$250,000 (Year 2)**  
This would provide funds to the Cincinnati Police Department to expand the ShotSpotter installation to Winton Hills.
- **Winton Hills Pool – \$1,900,000 (Year 1) and \$2,300,000 (Year 2)**  
This would provide funds to the Cincinnati Recreation Commission to renovate the Winton Hills pool.
- **Outdoor Facilities Renovations (41 locations) – \$2,000,000 (Year 1) and \$4,100,000 (Year 2)**  
This would provide funds to the Cincinnati Recreation Commission for the renovation of a variety of outdoor facilities at various CRC properties covering 41 locations. Renovations would include improvements to ballfields, basketball courts, tennis courts, shelters, playgrounds, and parking areas,
- **King Records Building Improvements – \$2,000,000 (Year 2)**  
This would provide funds for the Department of Community and Economic Development (DCED) to make necessary improvements to preserve and rehabilitate the King Records Building.

- **Police & Fire Fleet Equipment Purchases – \$1,000,000 (Year 1) and \$3,250,000 (Year 2)**  
 This would provide funds to Fleet Services in the Department of Public Services (DPS) to purchase a variety of public safety related fleet vehicles including pumper trucks, ladder trucks, and ambulances.
- **Facility Improvements Shovel Ready – \$1,286,692 (Year 1) and \$2,438,308 (Year 2)**  
 This would provide funds for City Facilities Management (CFM) in the Department of Public Services for a variety of shovel ready facility improvements including roof replacements, restroom renovations, and accessibility upgrades.
- **A/C Upgrades – \$500,000 (Year 1) and \$500,000 (Year 2)**  
 This would provide funds for CFM in DPS to upgrade various air conditioning units at city facilities.
- **Incinerator Demo – \$2,500,000 (Year 2)**  
 This would provide funds for DPS for the demolition of the West Fork Incinerator which includes the cleanup of the hazardous waste that has been inside the brick building where the City once burned trash until federal regulations shut down it down in 1971.
- **ECC Upgrades – \$500,000 (Year 1) and \$300,000 (Year 2)**  
 This would provide funds to the Emergency Communications Center (ECC) for a variety of facility and technological upgrades at the City’s 9-1-1 Call Center and the backup call center.
- **Network Upgrades – \$1,500,000 (Year 2)**  
 This would provide funds to Enterprise Technology Solutions to perform necessary upgrades to the City’s network including fiber cables, routers, and switches.
- **Phone System Upgrade – \$750,000 (Year 1) and \$750,000 (Year 2)**  
 This would provide funds to ETS to upgrade the City’s phone system to a Voice Over Internet Protocol (VOIP) system.
- **Fire Training Center Tower – \$3,500,000 (Year 2)**  
 This would provide funds to CFM to build a Fire Training Center tower to be used as a training environment for firefighters to experience conditions similar to actual fire calls, but in a controlled way.
- **Firehouse Improvements – \$2,000,000 (Year 2)**  
 This would provide funds for CFM to renovate various Cincinnati fire stations and fire training facilities including new women's restrooms, locker rooms, and other necessary renovations at various Cincinnati fire stations and fire training facilities.
- **Facility Improvements – \$750,000 (Year 1) and \$750,000 (Year 2)**  
 This would provide funds for various facility improvements at Cincinnati Health Department locations including renovating the third floor of the Health Department Administration building at Burnet & King to convert the former lab into useable office space; the remodeling of the ground floor at Burnet & King; and making heating, ventilation, and air conditioning (HVAC) and safety updates at various Health Department locations.



- **Facility Improvements Shovel Ready – \$550,000 (Year 1) and \$550,000 (Year 2)**  
This would provide funds for various shovel ready facility improvements at Cincinnati Parks Department locations including renovations to buildings, sidewalks, and parking areas as well as roof replacements.
- **Trail Expansion Projects – \$1,000,000 (Year 1) and \$1,723,000 (Year 2)**  
This would provide funds to the Cincinnati Parks Department to expand various trails with appropriate signage.
- **Freedom Center Park – \$3,000,000 (Year 2)**  
This would provide funds to construct a park outside of the Freedom Center.
- **Smale Riverfront Park – \$1,500,000 (Year 1)**  
This would provide funds to the Cincinnati Parks Department to complete the design for Smale Riverfront Park.
- **Mt. Airy Trails Expansion – \$1,050,000 (Year 1) and \$4,050,000 (Year 2)**  
This would provide funds to the Cincinnati Parks Department for the expansion of the Mt. Airy Trails with a four-mile walking/biking paved loop paralleling the roadway in the park. Additionally, funds would be provided for a trails master plan for Mt. Airy.
- **Central Parkway Streetscape Charles/Liberty Streetscape/Improvements – \$2,000,000 (Year 1)**  
This would provide partial funding for a proposed public-private partnership to renovate the Central Parkway streetscape running from Charles Street to Liberty Street.
- **Glenway Avenue Improvements – \$1,250,000 (Year 2)**  
This would provide funding for a planned economic development project, undertaken by the Port of Greater Cincinnati Development Authority and Price Hill Will, to improve a portion of the Glenway Avenue Business District in West Price Hill.
- **Rapid Run/Dunham Improvements – \$1,250,000 (Year 2)**  
This would provide funding for public recreation improvements to link Rapid Run Park and Dunham Recreation Center.
- **Oasis Trail – \$3,000,000 (Year 1)**  
This will provide funds for the Oasis Trail which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails.
- **West 8th Safety Improvement (Lower Price Hill) – \$600,000 (Year 2)**  
This would provide funding for pedestrian safety improvements along West 8<sup>th</sup> Street between State Avenue and the 8<sup>th</sup> Street Viaduct in Lower Price Hill. The project will include bump-outs and median islands.
- **Citywide Safety - HFST/Signage/Guardrail/Etc. – \$500,000 (Year 1) and \$500,000 (Year 2)**  
This would provide funds to DOTE to improve various aspects of roadway safety including High Friction Surface Treatment (HFST), signage, guardrails, etc.

- **State Avenue Streetscape/Pedestrian Safety – \$2,000,000 (Year 2)**  
This project would provide funds for a streetscape and pedestrian safety improvements along State Avenue between West 8<sup>th</sup> Street and St. Michael Street in Lower Price Hill. The project will include bump-outs, new curb and walk and street trees.
- **Central Parkway Phase 1 Bike Facility Upgrade – \$1,700,000 (Year 2)**  
This would provide funds to DOTE to make intersection and other improvements along the Central Parkway Phase 1 Bike Facility, between Plum Street and Marshall Avenue to improve safety for all users.
- **CBD Vine Street, 8th Street and 9th Street 2 Way Conversion Phase 1 – \$3,127,000 (Year 2)**  
This would provide partial funding to DOTE for street improvements to convert Vine Street, 8<sup>th</sup> Street, and 9<sup>th</sup> Street to two-way traffic in the Central Business District. Full funding for all 3 streets is \$5,100,000.
- **CBD-OTR ROW Improvements – \$550,000 (Year 2)**  
This would provide funds to DOTE to make various ROW improvements in the Central Business District (CBD) in the Over-The-Rhine neighborhood.
- **Hi-light Downtown LED conversion – \$800,000 (Year 2)**  
This would provide funds to DOTE to convert lights in the Central Business District (CBD) to Light Emitting Diode (LED).
- **Walnut Hills - East McMillan Streetscape – \$675,000 (Year 2)**  
This would provide funds to construct the next phase of the East McMillan Streetscape between Kemper Lane and Chatham Street. The project will include sidewalk, lighting, and trees to match the previous completed phases.
- **Lighting Improvements – \$6,590,000 (Year 2)**  
This would provide funds for DOTE to make various lighting improvements.
- **Berkshire Lane Pier Wall – \$400,000 (Year 2)**  
This would provide funds for DOTE to make improvements to the Berkshire Lane Pier wall.
- **Grandin Road Pier Wall Extension – \$400,000 (Year 2)**  
This would provide funds for DOTE to make improvements to the Grandin Road Pier Wall.
- **Beekman Street Landslide Stabilization – \$300,000 (Year 2)**  
This would provide funds for DOTE to stabilize Beekman Street to prevent landslides.
- **Columbia Parkway Landslide 600' South of Tusculum – \$700,000 (Year 2)**  
This would provide funds for DOTE to stabilize Columbia Parkway in the designated area to prevent landslides.
- **Monastery Street Bridge Rehabilitation – \$300,000 (Year 2)**  
This would provide funds for DOTE to rehabilitated Monastery Street Bridge to maintain safety.
- **Clifton Shared Path – \$1,000,000 (Year 1) and \$1,000,000 (Year 2)**  
This would provide funds for DOTE to make Right-of-Way (ROW) improvements along the Clifton Shared Path.

- **ROW & Pedestrian Safety Improvements Outdoor Dining Urban Core – \$2,000,000 (Year 1) and \$2,000,000 (Year 2)**  
This would provide funds for DOTE to make ROW improvements in the Urban Core designed to enhance pedestrian safety and accommodate outdoor dining.
- **Street Rehab: Ridge Road Improvements - Marburg to Beredith – \$1,500,000 (Year 1) and \$1,500,000 (Year 2)**  
This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.
- **Street Rehab: Gilbert Avenue Improvements - Elsinore to Woodburn – \$2,000,000 (Year 2)**  
This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.
- **Street Rehab: Paxton Avenue Rehab - Including realignment of Isabella intersection – \$2,200,000 (Year 2)**  
This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.
- **Street Rehab: River Road Improvements - Fairbanks to Anderson Ferry – \$1,000,000 (Year 1) and \$4,000,000 (Year 2)**  
This will provide funds to DOTE for street rehabilitation in the designated area which includes repairs to curbs, pavements, and resurfacing the roadway.



**Betsy Sundermann**  
*Cincinnati City Councilmember*


April 15, 2021

**MOTION**

**WE MOVE** that the Administration draft an ordinance to provide \$60,000 to The Salvation Army of Southwest Ohio and Northeast Kentucky's Anti-Human Trafficking Program and End Slavery Cincinnati to support their work conducting outreach to identify and serve human trafficking victims within the City of Cincinnati. The source of these funds should be the anticipated relief funds from the American Rescue Plan.

  
Betsy Sundermann

  
Jan-Michele Kearney

  
Ljz Keating

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**STATEMENT**

These programs serve an average of 200 individuals a year through case management, and annually field over 4,000 hotline calls. These funds will be used to support outreach efforts to increase identification of victims, reduce victimization, and support survivors in recovery. It will support the administration of psychoeducational groups in detention centers and shelters in Cincinnati to increase self-identification and reduce recidivism among at-risk and victimized residents of these facilities in the community. It will also support outreach programming in parks, streets, online, and in any other relevant venues in an effort to inform those being victimized of the hotline number, and it will support the delivery of resources to those identified to help them exit their trafficking situation. Finally, it will support the training of relevant city employees in parks and other representatives throughout the city to help them be informed of how to identify victims they see in the scope of their work and how to help them access resources. It will help in engaging over 200 individuals at risk of exploitation or being exploited in the City and get them access to services, thereby reducing the overall impact of human trafficking in Cincinnati.

BRIAN PEDDLE  
GENERAL

# THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM & CATHERINE BOOTH

DIVISIONAL HEADQUARTERS  
SOUTHWEST OHIO AND  
NORTHEAST KENTUCKY DIVISION

COMMISSIONER  
WILLIAM A. BAMFORD, III  
TERRITORIAL COMMANDER



114 EAST CENTRAL PARKWAY  
PO BOX 596  
CINCINNATI, OHIO 45201

MAJORS  
TIMOTHY & WILLIE MAE LYLE  
DIVISIONAL LEADERS

513.762.5600  
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WWW.SALVATIONARMYCINCINNATI.ORG

4/7/2021

Betsy Sundermann  
801 Plum St  
Cincinnati, OH 45202

## RE: Proposal for Funding to Support Human Trafficking Outreach

### Request

The Salvation Army of Southwest Ohio and Northeast Kentucky's Anti-Human Trafficking Program and End Slavery Cincinnati are requesting \$60,000 to support their work conducting outreach to identify and serve human trafficking victims within the City of Cincinnati.

### Human Trafficking in Cincinnati

Human trafficking, the exploitation of men, women, and children through force, fraud, and coercion for the purposes of commercial sex or labor, is present here in Cincinnati. Since 2012, The Salvation Army's Anti-Human Trafficking Program has responded to this issue by managing the coalition, End Slavery Cincinnati, and serving victims. On average, the program serves 200 individuals through case management a year, with approximately 120 engaging individuals for the first time that year. The program annually fields an average of 4,000 hotline calls. In 2020, despite a reduction in access due to the pandemic, over 35 at-risk youth were engaged in prevention programming through participation in psychoeducational groups focused on prevention and helping those victimized to acknowledge their victimization and self-identify. Additionally, over 240 individuals were reached through online outreach, connecting with victims through their advertisements online. To further increase identification, staff trained over 900 individuals on methods of identification and how to enhance supporting recovery. These efforts are making impact on the prevalence of human trafficking in the City of Cincinnati, but the exploitation continues and there are additional venues and networks that have not been reached.



SERVING GREATER CINCINNATI  
& NORTHERN KENTUCKY

**Proposed Plan**

This funding would support outreach efforts to increase the identification of victims in need, reduce victimization, and support survivors in recovery; overall reducing the impact of human trafficking victimization in the City of Cincinnati. It will support the administration of psychoeducational groups in detention centers and shelters in the City of Cincinnati to increase self-identification and reduce recidivism among at-risk and victimized residents of these facilities in the community. It will also support outreach programming in parks, streets, online, and in any other relevant venues in an effort to inform those being victimized of the hotline number, and it will support the delivery of resources to those identified to help them exit their trafficking situation. Finally, it will support the training of relevant City employees in Parks and other representatives throughout the City to help them to be informed of how to identify victims they see in the scope of their work and how to help them access resources. It is expected that this funding will support engaging over 200 additional individuals at-risk of exploitation or being exploited in the City of Cincinnati and get them access to services, thereby reducing the overall impact of human trafficking in Cincinnati.



**Steven P. Goodin**  
*Councilmember*

April 6, 2021

## MOTION

Each year, Council offices receive several requests from constituents for “speed humps” to slow down traffic on the streets where they live. Unfortunately, due to budget constraints, the Department of Transportation Engineering’s (DOTE) Neighborhood Street Calming Program that provides the speed humps has not been funded since FY2018. **WE MOVE** that \$100,000 from the American Rescue Plan Act be allocated to fund the DOTE’s Neighborhood Street Calming Program for 2022.

  
\_\_\_\_\_  
Councilmember Steven Goodin

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**Jan-Michele Lemon Kearney**  
*Councilmember*

April 5, 2021

**MOTION**

WE MOVE that City Council allocate \$350,000 from the American Rescue Plan Act to the non-profit organization, The Mark, created by to assist with the stabilization and purchase of St. Mark Church, 3500 Montgomery Rd. in Evanston.

**STATEMENT**

The Mark is a 501(c)(3) created by residents of Evanston to purchase and then transform the St. Mark Church building into a cultural, artistic, and neighborhood hub with tenant stakeholders that will attract members and clientele from throughout Greater Cincinnati.

The Mark Board of Directors has requested \$250,000 from the American Rescue Plan Act to assist with the purchase of St. Mark's Church and \$100,000 from the American Rescue Plan Act to assist with physical stabilization of the building for a total of \$350,000. The Mark has entered into a contract for \$650,000 to purchase the church. The Evanston Community Council has approved \$400,000 in Tax Increment Financing funds to go toward the purchase price.

St. Mark Church was built more than 115 years ago but has not been in use since the church's last service in 2010. The Evanston Community Council completed a 10-year plan for 2019-2029 to enhance the Evanston neighborhood. The preservation and reactivation of St. Mark is a top priority in the plan. The structure includes 35,682 square feet of activity space and will be used as a community center to benefit the neighborhood and the region.

The Mark will solicit a combination of public and private funding to assist with further renovation of the building.

\_\_\_\_\_  
Councilmember Jan-Michele Lemon Kearney

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_____	_____



# Cal Budget & Finance

## J13

# City of Cincinnati



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

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

**Jan-Michele Lemon Kearney**  
*Councilmember*

## MOTION

WE MOVE that City Council fund the City's HARBOR (Homeowner Assistance Repairs and Building Order Remission) program with \$2 million from the American Rescue Plan Act to give financial assistance to low-income and moderate-income, owner-occupied homeowners who receive housing code violations on their property.

WE FURTHER MOVE that the HARBOR program continue to work with People Working Cooperatively and maintain the HARBOR program's existing guidelines with one addition: The Department of Building & Inspections will consider including a provision where homeowners at or greater than 80% of the Area Median Income as determined by HUD are required to pay back the funds provided to them from the HARBOR Fund, so that such funds are distributed to them as a low-interest loan.

A handwritten signature in blue ink that reads "Jan-Michele Lemon Kearney".

\_\_\_\_\_  
Councilmember Jan-Michele Lemon Kearney

Four sets of horizontal lines, two on the left and two on the right, intended for additional signatures or comments.

## STATEMENT

Many homeowners who receive housing code violations are unable to make repairs due to lack of financial resources, especially after the recent COVID pandemic where more families are struggling to make ends meet. Property values and the quality of life of neighbors will be negatively impacted if unsafe conditions and blight are not abated. In addition, non-compliance can result in homeowners losing their homes through foreclosure when fees for non-compliance accrue and are added to property taxes, or when violations result in judicial action. The HARBOR program meets the dual goals of keeping Cincinnati's properties up to code and preventing homeowners from losing their homes due to financial inability to make repairs.

The HARBOR pilot program was established in 2018 with \$400,000 and was administered by the City's Department of Building & Inspections. Through a Request for Proposal, People Working Cooperatively (PWC) was selected to perform services under the program. The HARBOR program was able to assist 21 homeowners.

Clearly, ongoing funding will be needed in the future. In addition to requiring recipients at or above 80% of AMI to pay back the funds into the HARBOR program at a low interest rate, other sources to fund the HARBOR program should be considered, such as federal CDBG entitlement funds that can be used to benefit households at or below 80% of AMI.

Ca(→ Budget + Finan

CAL JB

4/5/21

# City of Cincinnati



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

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Email Jan.Michele.Kearney@cincinnati.oh.gov  
Web www.cincinnati.oh.gov

**Jan-Michele Lemon Kearney**  
*Councilmember*

## MOTION

WE MOVE for City Council to deposit \$50 million from the American Rescue Plan Act funds into the City of Cincinnati's Affordable Housing Trust Fund that was established in 2018 from the sale of the Norfolk Railroad.

WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund, a portion of the 25 percent of the neighborhood's Tax Increment Financing (TIF) dollars reserved for affordable housing.

WE FURTHER MOVE for each neighborhood community council annually to consider and recommend the transfer to the City's Affordable Housing Trust Fund a portion of the neighborhood's Voluntary Tax Incentive Contribution Agreement (VTICA) funds reserved for affordable housing.

\_\_\_\_\_  
Councilmember Jan-Michele Lemon Kearney

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## **STATEMENT**

The City of Cincinnati established an Affordable Housing Trust Fund in 2018 with the sale of the Norfolk Railroad and the deposit of \$700,000 into the Fund. Such amount is inadequate to meet the need for affordable housing throughout the City of Cincinnati where organizations such as LISC estimate that Cincinnati has a deficit of approximately 28,000 affordable housing units.

The Affordable Housing Trust Fund needs an ongoing source of funding. Annual contributions to the City's Affordable Housing Trust Fund from portions of the Tax Increment Financing and neighborhoods' VTICA would provide ongoing funding. However, it is imperative that there is community engagement on the spending of such funds. Therefore, each year community councils would make recommendations to City Council on the amount of funds to deposit into the City's Affordable Housing Trust Fund from the portion of the neighborhoods' TIF and VTICA funds that are required to be spent on affordable housing.

Cal → Budget & Finance

Cal JB



202101399

**Steven P. Goodin**  
*Councilmember*

April 7, 2021

## MOTION

**WE MOVE** that monies from the American Rescue Plan Act be allocated to fund the below neighborhood projects in an amount to be determined:

Camp Washington Road Infrastructure Improvements for bike lane development, street repaving, restriping and sidewalk repair.

Taft/McMillan Two-Way project for potential cost overrun.

OTR Bell Tower for preservation and restoration of the historic First Lutheran Church Bell Tower.

\_\_\_\_\_  
Councilmember Steven Goodin

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**Steven P. Goodin**  
*Councilmember*

April 20, 2021

**MOTION**

Since 2003, the Wesley Chapel Mission Center (WCMC) has been a stable influence in Over-the-Rhine, serving at-risk youth by providing educational programs, guiding social and moral development, and collaborating with community partners. Unlike most recreational centers, the WCMC remained open throughout the pandemic as a haven offering food and tutoring programs to over a hundred students, and as a daycare center for area youth. The Center also continued to employ staff and attract volunteer aides to assist families impacted by COVID-19. Accordingly, **WE MOVE** that a portion of Cincinnati's American Rescue Plan appropriation be committed to the Wesley Chapel Mission Center to fund its numerous programs and building site improvements.

\_\_\_\_\_  
Councilmember Steven Goodin

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202101392

**Betsy Sundermann**  
Cincinnati City Councilmember

April 6, 2021

**MOTION**

**WE MOVE** that the Administration draft an ordinance to provide \$3,000,000 to the Cincinnati USA Convention & Visitors Bureau (CVB) for the purposes of partially assisting them in returning to pre-pandemic staffing levels and recovering both retroactively and proactively from losses occurred already and those projected until 2024. The source should be anticipated federal relief funds through the American Rescue Plan.

*Betsy Sundermann*  
\_\_\_\_\_  
Betsy Sundermann

*Liz Keating*  
\_\_\_\_\_  
Liz Keating

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**STATEMENT**

The CVB is a vital local organization that brings outside dollars to the City of Cincinnati and the region, increasing the local economy by attracting visitors from outside the area to major events. This unique position makes them invaluable to the overall economic wellbeing of our city.

Just prior to the pandemic occurring in 2019, visitors spent \$5 billion in our region and supported 80,000 jobs and over a billion dollars in tax revenue. Hotel occupancy and revenue were at their highest rates in a decade.

As 95% of their funding comes from lodging taxes through the local Transient Occupancy Tax, the CVB has been devastated by the COVID-19 pandemic and subsequent lack of traveling, as tourism, conventions, and business trips virtually ceased for a year and are only very slowly resuming.

(next page)

The CVB lost approximately \$6,000,000 in funding from the massive reduction of the lodging tax, resulting in major furloughs of their staff, suspension of their investments in strategic partnerships, and termination of all advertising. The industry is not expected to return to normal levels until 2024, which will result in CVB continuing to experience repercussions of the pandemic well after most organizations have returned to "normal."

The timing of this funding request is critical to get ahead of the projected increase in travel due to vaccinations occurring and the pandemic and its restrictions easing up.

The CVB will use this money to become fully staffed to their new-normal levels and to draw people and revenue to Cincinnati, which benefits all of our citizens, the local economy, and efforts to recover from the detrimental effects of COVID-19. Investing these funds in CVB is investing in the recovery and return to prosperity of Cincinnati.



**Christopher E. C. Smitherman**  
*Cincinnati Vice Mayor*

202101513

April 19, 2021

## MOTION

**WE MOVE** that \$1 million dollars in American Rescue Plan Act (ARPA) funds be allocated to return the Dr. Martin Luther King Jr. statue to Reading Rd. and Martin Luther King Dr.

Vice Mayor Christopher Smitherman

  
Councilmember Jan-Michele Lemon Kearney  
Councilmember Steven Goodin  
Councilmember Liz Keating  
Councilmember David Mann

## COMMITTEES

Chair: Law & Public Safety • Committees: Economic Growth & Zoning • Neighborhoods



4-19-21

# City of Cincinnati



801 Plum Street, Suite 349  
Cincinnati, Ohio 45202

Phone (513) 352-4610  
Email david.mann@cincinnati-oh.gov  
Web www.cincinnati-oh.gov

**David S. Mann**  
*Councilmember*

April 21, 2021

**MOTION**

I move that City Council consider the attached motion and supporting documents presented to the Human Services Chamber

  
Councilmember David Mann



**Statement:**



April 20, 2021

### **Motion**

WE MOVE for City Council to allocate \$25M from American Rescue Act funds to provide flexible operating grants to human services organizations.

To the extent permitted under federal regulations, these funds may be used to:

- Add personnel to expand capacity and replace workers lost during the pandemic;
- Provide competitive living wages to front line employees;
- Upgrade equipment, including technology, vehicles, and air filtration systems;
- Renovate and expand facilities.

WE FURTHER MOVE that City Council allocate \$50M from American Rescue Act funds to the Affordable Housing Trust Fund.

WE FURTHER MOVE that the funds identified in the motion be allocated to eligible organizations using a fair, competitive, and transparent process. In collaboration with the City, the Human Services Chamber has agreed to propose a process that builds on the current one used to allocate human services funding once the U.S. Treasury guidance is available

### **Statement**

The American Rescue Act presents an opportunity to reimagine and rebuild our community better than it was before the pandemic. This means improving the systems that serve as the foundations of our community so that it can better weather future economic downturns.

Two of the most important supports our community needs to recover from the pandemic are human services and housing. These needs are especially dire for our lower income residents.

#### **Investing in Affordable Housing**

The need to expand our inventory of affordable housing for lower income residents is critical. The City is short thousands of units. We must invest a significant portion of these one-time funds to make a strong headway on building these affordable units as soon as possible so that individuals and families have a safe place to call home.

#### **Strengthening the Human Services Sector**

The nonprofit human services sector is a critical part of the social infrastructure of our City, helping our residents in times of need and providing opportunities for people to reach their highest potential. Yet, due to pandemic-related funding losses, many of these organizations continue to experience financial difficulty and inadequate staffing at a time when our community needs them most.

According to a recent report from the Kautz-Uible Economics Institute at the University of Cincinnati, Ohio experienced an 11% decrease jobs in human services nonprofit sector statewide, representing 10,000 fewer employees. Applying that percentage reduction to the Cincinnati-based human services sector, that represents



Human Services Chamber  
of Hamilton County

April 20, 2021

over 1,500 jobs that were lost locally. This mirrors a recent survey from the Human Services Chamber, in which just 44 responding organizations reported a total of over 600 full time equivalent positions.

In addition, some of these organizations have seen their demand for services grow exponentially over the course of the pandemic. As examples, the Urban League has seen a 70% increase for workforce-related support services, while Freestore Foodbank has distributed 46% more meals to struggling residents.

As federal assistance becomes available, human services organizations will be needed to assist residents access these benefits. This is often a staff-intensive process, and the grants often do not cover the cost of providing additional staff. As a result, funding to residents can be delayed. A prime example of this is with rental assistance funds through the CARES Act. Due to the lack of staffing capacity, residents had to go on long waiting lists to access the benefits or in some cases were not able to access the benefits at all.

The strength of the nonprofit human services sector has helped local governments weather the COVID-19 crisis. These nonprofits need flexible operating support to add the personnel, equipment and facilities required to support our residents and help our community rebound in the years ahead. American Rescue Act funds can be leveraged to fortify the human services sector so that it is prepared to help our community recover quickly and efficiently.





202101542

David S. Mann  
Councilmember

April 23, 2021

### MOTION

I move that City Council consider the request from Co-Op Cincy to provide \$50,000 from ARP for a revolving loan for technical assistance for the businesses that are going through the process of exploring a transition to worker ownership through Co-op Cincy's Business Legacy program.

Councilmember David Mann

### Statement:

See details attached



We are requesting \$50,000, to be allocated to the Cooperative Capital revolving loan fund (one-third) and to the technical assistance for the businesses that are going through the process of exploring a transition to worker ownership through Co-op Cincy's Business Legacy program

(two-thirds). To date, every dollar in the local loan fund has leveraged roughly three dollars from a national loan fund, meaning that it has 4 times the impact here in Cincinnati.

Funding for the Business Legacy program has the potential to have an even greater multiplier effect. In 2020, Co-op Cincy became the third co-op developer in the Seed Commons network to access a multi-million dollar fund designed to finance conversions of local businesses to worker ownership.

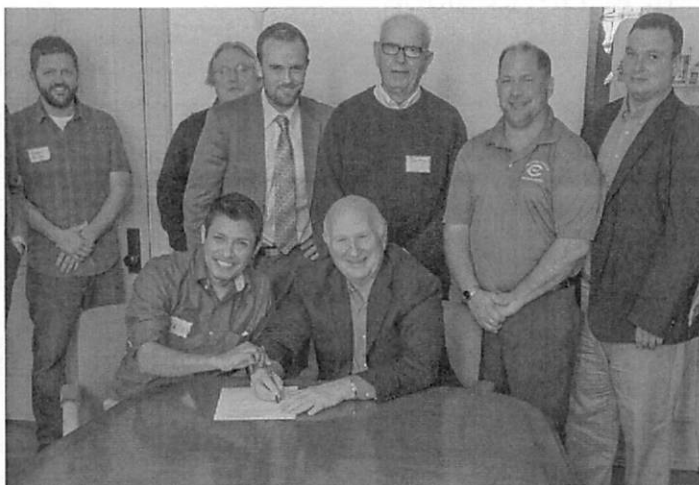


Co-op Cincy is creating an economy that works for all, by developing an integrated network of community-driven, worker-owned cooperative businesses in Cincinnati. The majority of the people who are creating and/or already own the co-ops in the network are BIPOC (Black, Indigenous and People of Color).

Cincinnati cooperatives are supported in part by access to capital through the Cooperative Capital revolving loan fund, which breaks down the biggest barrier to cooperative business development.

The Business Legacy Fund is Co-op Cincy's new program to address the small business closure crisis, caused by a wave of upcoming retirements and exacerbated by COVID-19. The program supports

**businesses by transitioning them to employee ownership: preserving jobs, building wealth for our communities, and ensuring business owners' legacies and retirement funds.** Co-op Cincy is educating new audiences in Southwest Ohio about the power of the co-op model to preserve businesses and jobs, while broadening ownership. Our work will include marketing, outreach and partnership development, and will culminate in the launch of an innovative search fund acquisition model.



215 E. 14<sup>th</sup> St., Cincinnati, OH 45202 · 513-549-3381 · [www.coopcincy.org](http://www.coopcincy.org)

Through a sophisticated combination of financing and technical assistance, it is now within reach for Cincinnati's retiring business owners to preserve their legacy and ensure their retirement, through a sale to their employees.

Through the Business Legacy program, Co-op Cincy will preserve at risk jobs, create new pathways to cooperative ownership for historically marginalized workers, and ultimately strengthen our communities. Co-op Cincy is the only organization in Greater Cincinnati with experience with this strategy.

**Before COVID-19, approximately 6,000 small businesses in Greater Cincinnati were at risk of closing in the next 10-15 years.** The pandemic is expected to exacerbate the wave of business owners 55 and over who retire without the opportunity to maintain their legacy and preserve their employees' jobs. When faced with the choice to take on more debt, or retire earlier than expected, many who might have closed in 5-10 years might instead close in a matter of months. In addition, younger owners may also choose to close up shop when the Paycheck Protection and other subsidized loans and grants dry up.

A February 2021 Federal Reserve Bank survey showed that **30% of small businesses said they will not make it to the end of the year without additional government assistance**, and 80% of small businesses said that they are currently struggling financially even after the last round of government relief. As of October 2020, 44% of small businesses across the United States have over \$100,000 in debt which is up 13% from 2019.<sup>1</sup>

**Black and Hispanic owned small businesses have been hit especially hard during the pandemic and only 12% of those who applied for forgivable, low-interest loans from PPP received them.**<sup>2</sup>

It is with this backdrop that we note that black-owned businesses already accounted for only 2% of all small businesses, and retiring owners are less likely to find a buyer within the African American community. This dynamic has the potential to exacerbate racial disparities in small business ownership. Recently, Co-op Cincy forged a partnership with *the Chamber's Minority Business Accelerator, African American Chamber of Commerce, the Greater Cincinnati Microenterprise Initiative and All-In Cincinnati* to expand the organizations reach even deeper into the community of business leaders of color, and ensure that retiring business owners of color have an opportunities to transition their businesses to worker ownership.

**Supporting the Co-op Cincy Cooperative Capital and transitions program is a long-term investment in our communities.**

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<sup>1</sup>

Kristopher J. Brooks. "9 million U.S. small businesses fear they won't survive the pandemic." CBS News. February 10, 2021. <https://www.cbsnews.com/news/small-business-federal-aid-pandemic/> 2

Color of Change and Unidos. "Federal Stimulus Survey Findings." April-May 2020. <http://publications.unidosus.org/bitstream/handle/123456789/2051/UnidosUS-Color-Of-Change-Federal-Simulus-Survey-Findings.pdf?sequence=1&isAllowed=y>




**David S. Mann**  
*Councilmember*

March 17, 2021

**MOTION**

We move that the City Administration identify resources sufficient to ensure that Bethany House can complete its new shelter for clients.

  
\_\_\_\_\_  
Councilmember David Mann

  
\_\_\_\_\_

**Statement:**

We have provided significant support to Bethany House to facilitate property acquisition and construction funds for its exciting new residential facility for the clients it serves, mostly single moms and their children.

A surprisingly broad interpretation of prevailing wage rules and the consequent need to rebid the project is estimated to add \$3 million to the overall costs of this \$16.5+ million project.

I ask the Administration to include possible use of funds from the American Rescue Plan in its work in response to this motion.

CAL  
3/17/2029

CONFIDENTIAL

[Signature]

[Signature]

CONFIDENTIAL

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EMERGENCY

City of Cincinnati

CMZ

AWB

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City; and **AUTHORIZING** the appropriation of the sum of \$7,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP004, "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

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

WHEREAS, the City's performing arts organizations occupy an essential role in contributing to the region's cultural, community, and economic vitality; and

WHEREAS, arts organizations attract persons and business from throughout the region to Cincinnati, which greatly enhances the vibrancy of the City and supports the local economy; and

WHEREAS, performing arts organizations have experienced substantial losses in revenue and suffered other negative economic consequences due to the COVID-19 pandemic; and

WHEREAS, funding will be provided for Performing Arts Support Grants as part of support provided to cultural institutions; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP004 "Performing Arts Support Grants," for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

Section 2. That the sum of \$7,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x101xARP004 "Performing Arts Support

Grants,” for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

**Date:** April 13, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – ARP for Performing Arts Support Grants**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP004, “Performing Arts Support Grants,” for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City; and **AUTHORIZING** the appropriation of the sum of \$7,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP004, “Performing Arts Support Grants,” for the purpose of providing for a grant program to support various performing arts groups, including theaters and musical organizations, and which grants will also provide for public performances around the City.

AWG/CMZ/(Ink)  
Attachment  
336215



EMERGENCY

City of Cincinnati

CMZ

*AWB*

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP003, “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods; and **AUTHORIZING** the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP003, “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

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

WHEREAS, the City’s restaurant and entertainment sector occupy an essential role in the vitality of the region’s culture, community, workforce, and economy; and

WHEREAS, dining and entertainment venues attract persons from throughout the region to Cincinnati and greatly enhance the vibrancy of the City to the direct benefit of its citizens and its economy; and

WHEREAS, restaurants and related establishments have experienced substantial losses in revenue and suffered substantial economic hardship caused by the COVID-19 pandemic; and

WHEREAS, infrastructure improvements expanding capacity for outdoor dining and increased pedestrian safety will assist restaurants and related establishments in their ability to recover from losses over the past year while enhancing pedestrian safety; and

WHEREAS, funds are being provided for a grant program to enable improvements to be made in various neighborhoods to facilitate outdoor dining and increase pedestrian safety; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP003 “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of providing for a grant program to cover the cost of the design

and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

Section 2. That the sum of \$1,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x101xARP003 “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

202101462  
Date: April 13, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – ARP for Outdoor Dining Grants**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP003, “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods; and **AUTHORIZING** the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP003, “Outdoor Dining Grant Program (Neighborhoods),” for the purpose of providing for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.

AWG/CMZ/(Ink)  
Attachment  
336218

SO/11/1808

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EMERGENCY

City of Cincinnati

CMZ

*AWB*

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP002, “Restaurant Grants Phase II,” for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments; and **AUTHORIZING** the appropriation of the sum of \$4,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP002, “Restaurant Grants Phase II,” to provide resources for a local economic stimulus plan to support dining and drinking establishments.

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

WHEREAS, the City’s dining and drinking retail establishments occupy an essential role in the vitality of the region’s culture, community, workforce, and economy; and

WHEREAS, such establishments attract persons from throughout the region to Cincinnati and greatly enhance the vibrancy of the City to the direct benefit of its citizens and its economy; and

WHEREAS, dining and drinking establishments have experienced substantial losses in revenue and suffered substantial economic hardship caused by the COVID-19 pandemic; and

WHEREAS, Coronavirus Relief Funds (CRF) were previously allocated to fund a local economic stimulus plan to support dining and drinking establishments, and now ARP funding will be provided for a second phase of this plan; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x101xARP002 “Restaurant Grants Phase II,” for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments.

Section 2. That the sum of \$4,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x101xARP002 “Restaurant Grants Phase II,” for

the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

202101463

Date: April 13, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** Emergency Ordinance – ARP for Restaurant Grants Phase II

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x101xARP002, “Restaurant Grants Phase II,” for the purpose of providing resources for a local economic stimulus plan to support dining and drinking establishments; and **AUTHORIZING** the appropriation of the sum of \$4,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP002, “Restaurant Grants Phase II,” to provide resources for a local economic stimulus plan to support dining and drinking establishments.

AWG/CMZ/(lnk)  
Attachment  
336220

EMERGENCY

City of Cincinnati

CMZ  
AWB

An Ordinance No. \_\_\_\_\_ - 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x232xARP001, “Outdoor Dining & Pedestrian Safety Improvements,” for the purpose of providing resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; **AUTHORIZING** the appropriation of the sum of \$2,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP001, “Outdoor Dining & Pedestrian Safety Improvements,” to provide resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and further **DECLARING** that the “Outdoor Dining & Pedestrian Safety Improvements” capital improvement program project serves a public purpose as it will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more.

WHEREAS, resources in the amount of \$2,000,000 are immediately needed for the design and construction of improvements located in the right-of-way including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and

WHEREAS, the City’s dining establishments occupy an essential role in the vitality of the region’s culture, community, workforce, and economy; and

WHEREAS, such establishments attract persons from throughout the region to Cincinnati and greatly enhance the vibrancy of the City to the direct benefit of its citizens and its economy; and

WHEREAS, dining establishments have experienced substantial losses in revenue and suffered substantial economic hardship caused by the COVID-19 pandemic; and

WHEREAS, the ability to expand operations onto sidewalks, streets, and in other public spaces provides critical economic assistance for the recovery and continued viability of restaurants during the COVID-19 pandemic and its aftermath; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x232xARP001 “Outdoor Dining & Pedestrian Safety Improvements,” for the purpose of providing resources for the design and construction of right-of-



way improvements including, but not limited to, sidewalks, streets, and parklets (the “Outdoor Dining ROW Improvements”), that facilitate outdoor dining and enhance pedestrian safety in the urban core.

Section 2. That the sum of \$2,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x232xARP001, “Outdoor Dining & Pedestrian Safety Improvements,” to provide resources for the design and construction of improvements that facilitate outdoor dining and enhance pedestrian safety in the urban core.

Section 3. That the Outdoor Dining ROW Improvements capital improvement program project will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more is hereby declared to serve a public purpose.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 and 2 hereof.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

202101465

Date: April 13, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – ARP for Outdoor Dining ROW**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x232xARP001, “Outdoor Dining & Pedestrian Safety Improvements,” for the purpose of providing resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; **AUTHORIZING** the appropriation of the sum of \$2,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP001, “Outdoor Dining & Pedestrian Safety Improvements,” to provide resources for the design and construction of right-of-way improvements including, but not limited to, sidewalks, streets, and parklets, that facilitate outdoor dining and enhance pedestrian safety in the urban core; and further **DECLARING** that the “Outdoor Dining & Pedestrian Safety Improvements” capital improvement program project serves a public purpose as it will foster local improvements and investment, increase neighborhood vitality, and have an estimated life or period of usefulness of five years or more.

AWG/CMZ/(lnk)  
Attachment  
336221



202101543

Date: April 23, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Use of ARP Act Funds for BCDF Program**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” for the purpose of providing funds for the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager; and **AUTHORIZING** the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” for the purpose of providing funds for the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager; and further **DECLARING** expenditures from American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” to be for a public purpose.

AWG/KMG/(lnk)  
Attachment  
337187

EMERGENCY

City of Cincinnati

KMG

*AWB*

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” for the purpose of providing funds for the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager; and **AUTHORIZING** the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” for the purpose of providing funds for the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager; and further **DECLARING** expenditures from American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” to be for a public purpose.

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the American Rescue Plan (ARP) Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) Act and additional guidance is forthcoming regarding eligible uses of such funds; and

WHEREAS, the COVID-19 pandemic negatively impacted the availability of affordable housing in the City of Cincinnati and the financial stability of businesses operating and developing in the City of Cincinnati; and

WHEREAS, the Build Cincinnati Development Fund program promotes housing affordability and job creation by cultivating a dynamic, affordable lending environment for residential and commercial development projects that are typically difficult to finance; and

WHEREAS, the funds appropriated pursuant to this ordinance are being provided to the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” for the purpose of providing funds for the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager.

Section 2. That the sum of \$1,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x164xARP009, “Build Cincinnati Development Fund,” for the purpose of providing funds for the Build Cincinnati Development Fund program to help revitalize neighborhoods in the City of Cincinnati, as determined by the City Manager.

Section 3. That expenditures from American Rescue Plan grant project account no. 469x164xARP009, “Build Cincinnati Development Fund,” are hereby declared to be for a public purpose because the program promotes housing affordability and job creation by cultivating a dynamic, affordable lending environment for residential and commercial development projects that are typically difficult to finance, thereby providing a significant economic benefit and enhancement to the City, which is necessary because of the impacts of the COVID-19 pandemic.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 and 2 hereof.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

202101544

Date: April 23, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Use of ARP Act for Affordable Housing Trust Fund**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x162xARP008, “Affordable Housing Trust Fund,” for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager; and **AUTHORIZING** the appropriation of the sum of \$2,500,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x162xARP008, “Affordable Housing Trust Fund,” for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager; and further **DECLARING** expenditures from American Rescue Plan grant project account no. 469x162xARP008, “Affordable Housing Trust Fund,” to be for a public purpose.

AWG/KMG/(lnk)  
Attachment  
337178

EMERGENCY

City of Cincinnati

KMG



An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x162xARP008, “Affordable Housing Trust Fund,” for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager; and **AUTHORIZING** the appropriation of the sum of \$2,500,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x162xARP008, “Affordable Housing Trust Fund,” for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager; and further **DECLARING** expenditures from American Rescue Plan grant project account no. 469x162xARP008, “Affordable Housing Trust Fund,” to be for a public purpose.

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the American Rescue Plan (ARP) Act as part of the Coronavirus Local Fiscal Recovery Fund (LFRF) Act and additional guidance is forthcoming regarding eligible uses of such funds; and

WHEREAS, all City of Cincinnati residents are being confronted with the economic and health impacts of the COVID-19 pandemic, however, low- and moderate-income persons are most susceptible to such impacts; and

WHEREAS, the COVID-19 pandemic also negatively impacted the supply of affordable housing in the United States, including the City of Cincinnati; and

WHEREAS, the funds appropriated pursuant to this ordinance are being provided to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x162xARP008, “Affordable Housing Trust Fund,” for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager.

Section 2. That the sum of \$2,500,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x162xARP008, “Affordable Housing Trust



Fund,” for the purpose of providing funds to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager.

Section 3. That expenditures from American Rescue Plan grant project account 469x162xARP008, “Affordable Housing Trust Fund,” are hereby declared to be for a public purpose because the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati enhances the availability of adequate housing and improves the economic and general well-being of the people of the City, which is necessary because of the impacts of the COVID-19 pandemic.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 and 2 hereof.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

201201545

**Date:** April 22, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Use of ARP Act Funds for Mt. Airy Trails Expansion**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x203xARP006, “Mt. Airy Trails Expansion,” for the purpose of providing funds to the Cincinnati Parks Department to expand the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy; and **AUTHORIZING** the appropriation of the sum of \$1,800,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x203xARP006, “Mt. Airy Trails Expansion,” for the purpose of providing funds to the Cincinnati Parks Department to expand the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy.

AWG/CMZ/(lnk)  
Attachment  
336796

EMERGENCY

City of Cincinnati

CMZ

AWB

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x203xARP006, "Mt. Airy Trails Expansion," for the purpose of providing funds to the Cincinnati Parks Department to expand the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy; and **AUTHORIZING** the appropriation of the sum of \$1,800,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x203xARP006, "Mt. Airy Trails Expansion," for the purpose of providing funds to the Cincinnati Parks Department to expand the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy.

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

WHEREAS, the Cincinnati Parks Department has plans to expand the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park; and

WHEREAS, the Cincinnati Parks Department needs a trails master plan for Mt. Airy; and

WHEREAS, passive outdoor recreational opportunities are important for the vibrancy of the City and allow for physical activity that can incorporate social distancing; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x203xARP006, "Mt. Airy Trails Expansion," for the purpose of expanding the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy Park.

Section 2. That the sum of \$1,800,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x203xARP006, "Mt. Airy Trails Expansion," for the purpose of expanding the trails in Mt. Airy Park with a four-mile walking/biking paved loop paralleling the roadway in the park and a trails master plan for Mt. Airy.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

202101546

Date: April 22, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject: Emergency Ordinance – Use of ARP Act Funds for Trails Expansion Projects**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x203xARP005, “Trail Expansion Projects,” for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage; and **AUTHORIZING** the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x203xARP005, “Trail Expansion Projects,” for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage.

AWG/CMZ/(Ink)  
Attachment  
336798

EMERGENCY

City of Cincinnati

CMZ

AWG

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x203xARP005, "Trail Expansion Projects," for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage; and **AUTHORIZING** the appropriation of the sum of \$1,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x203xARP005, "Trail Expansion Projects," for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage.

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

WHEREAS, the Cincinnati Parks Department has current plans for expansion of multiple hiking and walking trails; and

WHEREAS, outdoor recreational opportunities are important for the vibrancy of the City and allow for physical activity that can incorporate social distancing; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x203xARP005, "Trail Expansion Projects," for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage.

Section 2. That the sum of \$1,000,000 is hereby appropriated to newly established American Rescue Plan grant project account no. 469x203xARP005, "Trail Expansion Projects," for the purpose of providing funds to the Cincinnati Parks Department to expand various trails and provide appropriate signage.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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

202101547

Date: April 22, 2021

**To:** Mayor John Cranley  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Use of ARP Act Funds for Oasis Trail**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x232xARP007, “Oasis Trail,” for the purpose of providing funds to the Department of Transportation and Engineering for the Oasis Trail, which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails; and **AUTHORIZING** the appropriation of the sum of \$3,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP007, “Oasis Trail,” for the purpose of providing funds to the Department of Transportation and Engineering for development of the Oasis Trail, which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails.

AWG/CMZ/(lnk)  
Attachment  
336797



EMERGENCY

City of Cincinnati

CMZ  
AWG

An Ordinance No. \_\_\_\_\_

- 2021

**AUTHORIZING** the establishment of American Rescue Plan grant project account no. 469x232xARP007, “Oasis Trail,” for the purpose of providing funds to the Department of Transportation and Engineering for the Oasis Trail, which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails; and **AUTHORIZING** the appropriation of the sum of \$3,000,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x232xARP007, “Oasis Trail,” for the purpose of providing funds to the Department of Transportation and Engineering for development of the Oasis Trail, which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails.

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

WHEREAS, the Department of Transportation and Engineering has plans to develop the Oasis Trail, which will span five miles and be a rails-to-trails recreational path linking downtown Cincinnati to other regional bike trails; and

WHEREAS, outdoor recreational opportunities are important for the vibrancy of the City and allow for physical activity that can incorporate social distancing; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project account no. 469x232xARP007, “Oasis Trail,” for the purpose of providing funds to the Department of Transportation and Engineering (“DOTE”) for the Oasis Trail, which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails.

Section 2. That the sum of \$3,000,000 is hereby appropriated to newly established American Rescue Plan grant project account 469x232xARP007, “Oasis Trail,” for the purpose of

providing funds to DOTE for development of the Oasis Trail which will be a five-mile rails-to-trails recreational path that links downtown Cincinnati to a network of other regional bike trails.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
John Cranley, Mayor

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