



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, May 13, 2026

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

EXECUTIVE SESSION

Pursuant to Ohio Revised Code 121.22(G)(3)

MAYOR AFTAB

Bicentennial Commons Board of Advisors

1. [202601526](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Christy Samad to the Bicentennial Commons Board of Advisors for a term of one year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White).

Recommendation CONFIRM

Sponsors: Mayor

Human Services Advisory Committee

2. [202601527](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Karen Jackson to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation CONFIRM

Sponsors: Mayor

3. [202601528](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Kelsi Goins to the Human Services Advisory Committee for a term of three years, replacing Lauren Merten. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation CONFIRM

Sponsors: Mayor

4. [202601529](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Gladys Pope to the Human Services Advisory Committee for a term of three years, replacing Antoninette Perkins. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation CONFIRM

Sponsors: Mayor

5. [202601568](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Courtney Morabito to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

6. [202601569](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Dari Daniels to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

7. [202601570](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Carla Ann Belcher to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

8. [202601571](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Dr. Randi Burlew to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

9. [202601572](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Elisha Scott to the Human Services Advisory Committee for the remainder of the term ending September 13th 2026. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

Convention Facilities Authority

10. [202601573](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Keizayla Fambro to the Convention Facilities Authority for a term of four years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

11. [202601574](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Nidhi Bambino Bedi to the Convention Facilities Authority for a term of four

years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/Indian American).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

Citizen Complaint Authority

12. [202601575](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Gilbert Stowers to the Citizen Complaint Authority for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

Port of Greater Cincinnati Development Authority

13. [202601576](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Jill Meyer to the Port of Greater Cincinnati Development Authority for the remainder of a term ending January 6th, 2029. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White).

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

MR. JEFFREYS

14. [202601566](#) **MOTION**, submitted by Councilmember Jeffreys, **WE MOVE** that City Council approve the allocation of \$50,000 from the Carryover FY'25 Special Events Fund to support the OwnCincy Workshop series that promotes homeownership through 12 workshops, a wealth marketplace (financial institutions), vendors, a youth financial education series, and home repair how-to segments at Xavier University's Cintas Center on Saturday, June 27th, 2026, 8 a.m.- 4 p.m. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: Jeffreys

MR. JAMES

MS. KEARNEY

MS. ALBI

MR. JEFFREYS

15. [202601547](#) **MOTION**, submitted by Councilmembers James, Albi, Jeffreys and Vice Mayor Kearney, **WE MOVE** that the Clerk of Council and city administration review safety procedures for City Hall and submit a report via presentation within 15 days regarding potential improvements to current policy to ensure a safe

workplace for all city employees. (STATEMENT ATTACHED)

Recommendation PUBLIC SAFETY & QUALITY OF LIFE COMMITTEE

Sponsors: James, Albi, Kearney and Jeffreys

MR. NOLAN

MR. CRAMERDING

MR. WALSH

MS. OWENS

MS. ALBI

16. [202601565](#) **MOTION**, submitted by Councilmembers Nolan, Cramerding, Walsh, Owens and Albi, **WE MOVE** that the City Administration assess the efficacy of the City's current housing and economic development tools, programs, and funding sources utilized to incentivize and invest in housing development and economic development generally across the City of Cincinnati. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: Nolan, Cramerding, Walsh, Owens and Albi

CITY MANAGER

17. [202601530](#) **REPORT**, dated 5/13/2026, submitted Sheryl M. M. Long, City Manager, regarding LEED tax abatements. (Reference Document # 202600150)

Recommendation HOUSING & GROWTH COMMITTEE

Sponsors: City Manager

18. [202601535](#) **REPORT**, dated 5/13/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Hyde Park Blast.

Recommendation FILE

Sponsors: City Manager

19. [202601536](#) **REPORT**, dated 5/13/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Savannah Bananas Block Party.

Recommendation FILE

Sponsors: City Manager

20. [202601537](#) **REPORT**, dated 5/13/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Dewey's Run to Raise Dough 5K.

Recommendation FILE

Sponsors: City Manager

21. [202601538](#) **REPORT**, dated 5/13/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Fourth of July.
Recommendation FILE
Sponsors: City Manager
22. [202601539](#) **REPORT**, dated 5/13/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Northside Rock N Roll Carnival.
Recommendation FILE
Sponsors: City Manager
23. [202601549](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026, **AUTHORIZING** the City Manager to execute a Purchase, Funding, and Development Agreement with Whex Garage LLC, (a wholly-owned subsidiary of 3CDC), pursuant to which the City will: (i) purchase certain property located on the southwest corner of W. 5th Street and Elm Street in Cincinnati, (ii) then lease such property to Whex Garage LLC, and (iii) provide a grant in an amount not to exceed \$4,000,000 to Whex Garage LLC to renovate the existing garage, commonly known as the Whex Garage, located on such property; **ESTABLISHING** new capital improvement program project account no. 980x105x261021, "Convention Center District Whex Garage TIF," to provide resources for improvements to the Whex Garage and related infrastructure improvements; **AUTHORIZING** the transfer and return to source of \$4,000,000 from capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to the unappropriated surplus of Urban Renewal - Tax Increment Bond Fund 852; **AUTHORIZING** the transfer and appropriation of \$4,000,000 from the unappropriated surplus of Urban Renewal - Tax Increment Bond Fund 852 to the newly established capital improvement program project account no. 980x105x261021, "Convention Center District Whex Garage TIF," to provide resources for improvements to the Whex Garage and related infrastructure improvements; and **DECLARING** that (i) the improvement of the Whex Garage to be an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725, and (ii) expenditures from the newly established capital improvement program project account no. 980x105x261021, "Convention Center District Whex Garage TIF," to provide resources for improvements to the Whex Garage and related infrastructure improvements serve a public purpose because the project will foster additional redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>).
<<https://www.cincinnati-oh.gov/law/ethics/city-business%3e>>
Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE
Sponsors: City Manager
24. [202601550](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026, **AUTHORIZING** the City Manager to execute a plat entitled Waterline Easement Vacation Plat Quitclaim E127-Q for Easement E127-WSL 1729 to release and quitclaim a portion of a public utility easement held by the City of

Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in an upon certain real property located in Section 13, Town 4, E.R. 1 M.P. and Section 18, Town 4, F.R. 2, in the Village of Silverton, Hamilton County, Ohio. (Subject to the Temporary Prohibition List

[<https://www.cincinnati-oh.gov/law/ethics/city-business>.](https://www.cincinnati-oh.gov/law/ethics/city-business/)

[<https://www.cincinnati-oh.gov/law/ethics/city-business%3e.>](https://www.cincinnati-oh.gov/law/ethics/city-business%3e.>)

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

25. [202601551](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026, **AUTHORIZING** the City Manager to apply for various grants of up to \$6,000,000 per application from the Metro Transit Infrastructure Fund (“MTIF”) program as awarded by the Southwest Ohio Regional Transit Authority (“SORTA”), the Municipal Road Fund (“MRF”) program awarded by Hamilton County, the State Capital Improvement Program (“SCIP”), Local Transportation Improvement Program (“LTIP”), and Revolving Loan Program (“RLP”) grants awarded by the Ohio Public Works Commission (“OPWC”), and the Surface Transportation Block Grants (“STBG”), Congestion Mitigation/Air Quality (“CMAQ”) grants, Transportation Alternatives (“TA”) grants, and STBG Repaving program grants awarded by the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”) (ALN 20.205), to fund various City road, bridge, pedestrian, and bicycle construction projects identified in Attachment A.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

26. [202601552](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026, **AUTHORIZING** the payment of \$133,200.79 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to AskReply, Inc. dba B2Gnow for the annual subscription fee for the B2Gnow and LCPtracker compliance management tracking system for the period of July 1, 2025, through June 30, 2026, the end of the license term, pursuant to the attached then and now certificate from the Director of Finance.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

27. [202601553](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$300,000 from the United States Department of Justice, Bureau of Justice Assistance, FY 2025 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (ALN 16.738) to support expansion of the Cincinnati Police Department Crime Gun Intelligence Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25CGIC.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

28. [202601554](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026,

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Anderson Township, Hamilton County, Ohio as designated on the plat entitled Water Main Easement E-1158, The Views at Coldstream, as recorded in Plat Book 513, Page 9, Hamilton County, Ohio Recorder's Office, and a grant of easement in favor of the City of Cincinnati for ingress and egress, to access the aforementioned water mains and related fixtures, over certain real property in Anderson Township, Hamilton County, Ohio as designated in the Grant of Easement as recorded at Official Record Volume 15397, Page 00001, Hamilton County, Ohio Recorder's Office. (Subject to the Temporary Prohibition List <<https://www.cincinnati-oh.gov/law/ethics/city-business>>). <<https://www.cincinnati-oh.gov/law/ethics/city-business%3e>>

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

29. [202601555](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026, **AUTHORIZING** the payment of \$614.25 to First Student, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x203x4000x7219 for chartered busing services provided to the City in October 2025, pursuant to the attached then and now certificate from the Director of Finance.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

30. [202601559](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/13/2026, **AUTHORIZING** a payment of \$136.40 to Rumpke from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x1000x7276 as a moral obligation for trash collection services rendered in February 2025; **AUTHORIZING** a payment of \$775 to Irvine Wood Recovery, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x3000x7373 as a moral obligation for providing playground turf to the Sinton facility in April 2025; **AUTHORIZING** a payment of \$119.12 to the Cincinnati Color Company from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7335 as a moral obligation for paint supplies provided in May 2025; **AUTHORIZING** a payment of \$1,562.02 to Professional Awards Service, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7364 as a moral obligation for Cincinnati Parks Department uniforms provided in September 2025; **AUTHORIZING** a payment of \$119.99 to S&S Worldwide from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7381 as a moral obligation for providing a teen and adult balance ball chair in September 2024; **AUTHORIZING** a payment of \$1,300.50 to HercRentals from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for light tower trailer and surveillance camera unit rentals for Burnet Woods in July 2025; **AUTHORIZING** a payment of \$1,785 to Power Equipment Solutions from Cincinnati Parks Department General Fund non-personnel operating

budget account no. 050x202x5000x7413 as a moral obligation for golf cart rentals provided in November 2025; **AUTHORIZING** a payment of \$730 to Tree Care, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5100x7278 as a moral obligation for tree care services provided in August 2024; **AUTHORIZING** a payment of \$1,366.50 to Forevergreen from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5200x7373 as a moral obligation for bridge planter maintenance on Fort Washington Way provided in June 2025; **AUTHORIZING** a payment of \$6,564.95 to CINCYTICKET from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7289 as a moral obligation for online ticketing services provided for Krohn Conservatory between August and October 2025; **AUTHORIZING** a payment of \$1,958 to General Factory Supply from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7362 as a moral obligation for horticulture supplies provided for Krohn Conservatory in February 2023; **AUTHORIZING** a payment of \$4,535.16 to Eason Horticultural Resources, Inc. from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7373 as a moral obligation for horticulture supplies provided for Krohn Conservatory in May 2024; **AUTHORIZING** a payment of \$3,800 to Tree Care, Inc. from Cincinnati Parks Department Urban Forestry Fund non-personnel operating budget account no. 428x202x5100x7278 as a moral obligation for tree care services provided in April 2024; **AUTHORIZING** a payment of \$295 to Nelbud from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for sprinkler inspections and an air/water gauge provided in June 2025; **AUTHORIZING** a payment of \$2,216.67 to Winstel Controls from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for equipment maintenance supplies provided in June 2025; **AUTHORIZING** a payment of \$607.06 to GBEX from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7335 as a moral obligation for plumbing supplies provided in May 2025; **AUTHORIZING** a payment of \$18,062.65 to Wm. A. Natorp Co. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5200x7373 as a moral obligation for horticulture supplies provided in August 2025; **AUTHORIZING** a payment of \$1,004.75 to Commonwealth Land Title Insurance Company from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for title insurance related to a land purchase in February 2026; **AUTHORIZING** a payment of \$6,898.50 to Graf Coyne from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for outside legal counsel provided in December 2022; and **AUTHORIZING** a payment of \$770 to First Student, Inc. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x4000x7219 as a moral obligation for busing services provided in April

2025 and March 2026.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

CLERK OF COUNCIL

31. [202601544](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Emily Graeter, Cincinnati Regional Chamber, Director of Government Affairs & Advocacy, 3 E 4th Street, Cincinnati, Ohio 45202. (CINCINNATI REGIONAL CHAMBERS)

Recommendation FILE

Sponsors: Clerk of Council

32. [202601546](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Victoria Parks, Parks Consulting, Consultant, 6401 Aspen Way #1, Cincinnati, Ohio 45224. (KINGSLEY & CO).

Recommendation FILE

Sponsors: Clerk of Council

33. [202601567](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Scotty Johnson/Councilmember. (CITY)

Recommendation FILE

Sponsors: Clerk of Council

BUDGET, FINANCE & GOVERNANCE COMMITTEE

34. [202601473](#) **ORDINANCE**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **MODIFYING** Article II of the Administrative Code of the City of Cincinnati by **AMENDING** Section 26, "Tenant Information Webpage - City Website," to increase the amount of quality of information available to renters on the City Website.

Recommendation PASS

Sponsors: Owens

35. [202601472](#) **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/29/2026, **AUTHORIZING** tax levies for the calendar year beginning January 1, 2027, certifying them to the Hamilton County Auditor pursuant to O.R.C. § 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to O.R.C. § 321.34.

Recommendation PASS EMERGENCY

Sponsors: City Manager

36. [202601475](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/29/2026, **AUTHORIZING** the City Manager to accept and appropriate a U.S. Environmental Protection Agency Solid Waste Infrastructure for Recycling (SWIFR) grant (ALN 66.920) of \$4,999,557 to fund the replacement of the City's recycling cart fleet; and **AUTHORIZING** the Director of Finance to

deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26SWIFR1, "FY 2026 EPA SWIFR Grant.

Recommendation PASS EMERGENCY

Sponsors: City Manager

37. [202601523](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/6/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$50,000 from the Bloomberg Philanthropies Youth Climate Action Fund to continue supporting the Cincinnati Youth Climate Action Fund; and **AUTHORIZING** the Director of Finance to deposit grant revenues into Environment and Sustainability Fund revenue account no. 436x8571.

Recommendation PASS EMERGENCY

Sponsors: City Manager

38. [202601522](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/6/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$200,910 from the Ohio Department of Children and Youth's Cribs for Kids program to decrease infant mortality by ensuring a safe sleep environment for infants through promotion of safe sleep practices and distribution of cribs throughout Hamilton County; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536.

Recommendation PASS

Sponsors: City Manager

39. [202601519](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/6/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$18,940 from Cincinnati Police Department Asset Forfeiture Funds to operate the Cincinnati Recreation Commission's National Football League F.L.A.G. (Future Leaders Achieving Greatness) Football program; and **AUTHORIZING** the Director of Finance to deposit the donated resources into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

Recommendation PASS

Sponsors: City Manager

40. [202601520](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/6/2026, **AMENDING** Ordinance No. 87-2022 to increase, from \$3,762,000 to \$4,138,200, the amount of grant funding the City Manager is authorized to accept and appropriate from the Surface Transportation Block Grant Program (ALN 20.205), awarded through the Ohio-Kentucky-Indiana Regional Council of Governments, to existing capital improvement program project account no. 980x232x222363, "Wasson Way Federal STBG 2024."

Recommendation PASS

Sponsors: City Manager

41. [202601477](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/29/2026, **AUTHORIZING** the City Manager and employees of the

Cincinnati Park Board to accept donations of money from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support Cincinnati Park Board programming and services; and **AUTHORIZING** the Director of Finance to deposit donated funds into Park Miscellaneous Revenue and Special Activity Fund 326 revenue account no. 326x8572.

Recommendation PASS EMERGENCY

Sponsors: City Manager

42. [202601556](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/11/2026, **AUTHORIZING** the City Manager and employees of the City Manager's Office to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources for the Dr. Martin Luther King Jr. monument unveiling ceremony; and **AUTHORIZING** the Director of Finance to deposit the funds donated to the City for this purpose into Special Events Fund 314 revenue account no. 314x8571.

Recommendation PASS EMERGENCY

Sponsors: City Manager

43. [202601521](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/6/2026, **ESTABLISHING** new permanent improvement program project account no. 980x199x261949, "Aquatics Furniture and Equipment - GF," to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities; **AUTHORIZING** the transfer and return to source of \$100,000 from existing capital improvement program project account no. 980x199x231915. "Recreation Facilities Renovation - GFCO," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$100,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 980x199x261949, "Aquatics Furniture and Equipment - GF," to provide resources for the acquisition of pool furniture, fixtures, and equipment, and including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities.

Recommendation PASS EMERGENCY

Sponsors: City Manager

44. [202601524](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/6/2026, **AUTHORIZING** the transfer of \$14,606,828 existing within certain Restricted Funds and the unappropriated surplus of certain Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments.

Recommendation PASS EMERGENCY

Sponsors: City Manager

45. [202601525](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/6/2026, **AUTHORIZING** the transfer of \$12,069,949 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to the unappropriated surplus of

General Fund 050; **AUTHORIZING** the transfer of \$15,389 from General Fund balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$52,210,792 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedules of Transfer, to realign and provide funds for the ongoing needs of City departments; **AUTHORIZING** the redesignation of an advance of \$600,000 from General Fund 050 to Parking Meter Fund No. 303, pursuant to Ordinance No. 0122-2025 as a permanent transfer; **AUTHORIZING** the fund advance and transfer of \$400,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 to be used for operations and to be repaid with future parking meter revenue; **AUTHORIZING** the transfer and return to source of \$360,000 from Cincinnati Police Department non-personnel operating budget account no. 050x227x7300 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$360,000 from the unappropriated surplus of General Fund 050 to permanent improvement program project account no. 758x222x262215, "Fixed License Plate Reader Cameras," to realign sources with uses for additional license plate reader cameras; **AUTHORIZING** the transfer and return to source of \$131,624 from the Office of Environment and Sustainability non-personnel operating budget account no. 050x104x7200 to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$131,624 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x104x231029, "Green Cincinnati Sustainability Initiatives - GF," to realign sources with uses for additional sustainability projects.

Recommendation PASS EMERGENCY

Sponsors: City Manager

SUPPLEMENTAL ITEMS

CLIMATE, CITY SERVICE & INFRASTRUCTURE COMMITTEE

46. [202601511](#) **MOTION**, submitted by Councilmembers Owens and James, **WE MOVE** that the City Administration be, and hereby is, authorized and directed to pursue the Certified Welcoming designation from Welcoming America on behalf of the City of Cincinnati. (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Owens and James

HOUSING & GROWTH COMMITTEE

47. [202601460](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/29/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 23 W Court Holdings LLC, an affiliate of YOLO Investments LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 21 West Court Street in Downtown Cincinnati, in

connection with the remodeling of an existing building into approximately 4,800 square feet of commercial space and approximately 19,568 square feet of residential space consisting of twelve residential rental dwelling units, at a total construction cost of approximately \$2,800,152.

Recommendation PASS EMERGENCY

Sponsors: City Manager

48. [202601483](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/29/2026, **APPROVING, AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Harrison Avenue Townhomes LLC, an affiliate of Kaiker Development LLC, thereby authorizing a twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 2280 Harrison Avenue in the Westwood neighborhood of Cincinnati, in connection with the construction of five buildings, each containing two units, with a total of approximately 16,950 square feet of residential space, consisting of a total of ten residential rental dwelling units, at a total construction cost of approximately \$2,407,500.

Recommendation PASS EMERGENCY

Sponsors: City Manager

49. [202601515](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Jeffreys, from Emily Smart Woerner, City Solicitor, **DECLARING** that Dr. Martin Luther King Jr. Drive West at Burnet Woods Drive in the Corryville neighborhood shall hereby receive the honorary, secondary name of "Deputy Larry Henderson Jr Way" in honor of Hamilton County Sheriff's Deputy Larry Henderson Jr., a beloved husband, father, and Sheriff Deputy, who dedicated his life to the citizens of Cincinnati, Hamilton County, and the United States of America as a United States Marine.

Recommendation PASS EMERGENCY

Sponsors: Jeffreys

50. [202601560](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/12/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with AAA Club Alliance Inc., or an affiliate of the company acceptable to the City Manager, thereby authorizing a fifteen-year exemption for 100 percent of the value of improvements made to real property located at 15 W. Central Parkway in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 55,000 square feet of commercial office space and approximately 4,000 square feet of commercial retail space, at a total construction cost of approximately \$24,000,000. (Subject to the Temporary Prohibition List <<https://www.cincinnati-oh.gov/law/ethics/city-business>>). <<https://www.cincinnati-oh.gov/law/ethics/city-business%3e>>.)

Recommendation PASS EMERGENCY

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

20201524

May 2026

APPOINTMENT

I hereby appoint Christy Samad to the Bicentennial Commons Board of Advisors for a term of one year. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202401527

May 2026

APPOINTMENT

I hereby appoint Karen Jackson to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

May 2026

APPOINTMENT

I hereby appoint Kelsi Goins to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval

2020/5/29

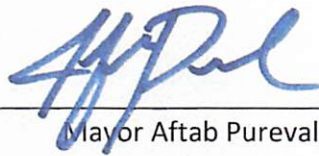


AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

May 2026

APPOINTMENT

I hereby appoint Gladys Pope to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

May 2026

REAPPOINTMENT

I hereby reappoint Courtney Morabito to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

May 2026

REAPPOINTMENT

I hereby reappoint Dari Daniels to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

May 2026

REAPPOINTMENT

I hereby reappoint Carla Ann Belcher to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

May 2026

REAPPOINTMENT

I hereby reappoint Dr. Randi Burlew to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

May 2026

APPOINTMENT

I hereby appoint Elisha Scott to the Human Services Advisory Committee for the remainder of the term ending September 13th 2026. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

May 2026

REAPPOINTMENT

I hereby reappoint Keizayla Fambro to the Convention Facilities Authority for a term of four years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

May 2026

REAPPOINTMENT

I hereby reappoint Nidhi Bambino Bedi to the Convention Facilities Authority for a term of four years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

May 2026

APPOINTMENT

I hereby appoint Gilbert Stowers to the Citizen Complaint Authority for a term of two years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

May 2026

APPOINTMENT

I hereby appoint Jill Meyer to the Port of Greater Cincinnati Development Authority for the remainder of a term ending January 6th, 2029. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval



Mark Jeffreys
Councilmember

May 8, 2026

MOTION

WE MOVE that City Council approve the allocation of \$50,000 from the Carryover FY '25 Special Events Fund to support the OwnCincy Workshop series that promotes homeownership through 12 workshops, a wealth marketplace (financial institutions), vendors, a youth financial education series, and home repair how-to segments at Xavier University's Cintas Center on Saturday, June 27, 2026, 8 a.m. – 4 p.m. In addition to the one-day event, OwnCincy holds workshops throughout the year at venues such as the National Underground Railroad Freedom Center, various Cincinnati recreation centers, and the Hilton Garden Inn on topics including credit repair, the homebuying process, finding and working with a Realtor®, investing, budgeting, and available resources for homebuying.

The OwnCincy homeownership events include information on resources available from the City of Cincinnati for potential homebuyers.

The June 27th all-day event as well as the workshop series throughout the year are free and open to the public, and will include the City of Cincinnati's logo and opportunities for City employees to share valuable information with the public.

STATEMENT

Realtor® Darrick Dansby through his organization, OwnCincy, an Ohio 501(c)(3) non-profit organization, partnered with the Cincinnati City of Cincinnati, the Greater Cincinnati Realtists Association, several financial institutions, and other organizations involved in the homebuying process to provide valuable information and resources to the public to promote and encourage homeownership. OwnCincy also sponsors a "Mega Open House" in July where Realtors® selling homes below a certain price point may list their open house on the Mega Open House Day in order to promote affordable homes.

Mark Jeffreys

Councilmember Mark Jeffreys

Handwritten signature or text, possibly "M. J. ...".

2 B
B F



Ryan James
Councilmember

May 7, 2026

Motion

WE MOVE that the Clerk of Council and city administration review safety procedures for City Hall and submit a report via presentation within 15 days regarding potential improvements to current policy to ensure a safe workplace for all city employees.

Statement

Due to an increase in threats and threatening rhetoric directed towards city employees, we seek to reevaluate our current procedures. We further seek to explore security measures on the third floor and add any necessary updates based on findings to protect our employees' safety and wellbeing.

PS

Ryan James

Councilman Ryan James

Jan-Middle Lemor Kearney

Anna Allie



Ryan James
Councilmember

May 7, 2026

Motion

WE MOVE that the Clerk of Council and city administration review safety procedures for City Hall and submit a report via presentation within 15 days regarding potential improvements to current policy to ensure a safe workplace for all city employees.

Statement

Due to an increase in threats and threatening rhetoric directed towards city employees, we seek to reevaluate our current procedures. We further seek to explore security measures on the third floor and add any necessary updates based on findings to protect our employees' safety and wellbeing.

PS

Ryan James

Councilman Ryan James

Jan-Middle Lemor Kearney

Anna Alli

Mason Jeffery



2/20/15

Evan Nolan
Councilmember

WE MOVE that the City Administration assess the efficacy of the City's current housing and economic development tools, programs, and funding sources utilized to incentivize and invest in housing development and economic development generally across the City of Cincinnati, including, without limitation, each of those listed below:

- Tax Increment Financing Districts (TIF Districts)
- Voluntary Tax Incentive Contribution Agreement Program (VTICA)
- Neighborhood Business District Improvement Program
- Neighborhood Business District Support Fund
- Neighborhood Catalytic Capital Improvement Program
- Catalytic Neighborhood Futures Fund
- Notice of Funding Availability
- "Quickstrike" Acquisition & Project Funding

WE FURTHER MOVE that the City restructure such housing and economic development tools, programs, and funding sources into a more flexible, streamlined, and consolidated fund to be overseen by the City's new Office of Strategic Growth (OSG) and administered in partnership with Cincinnati Development Fund, HomeBase Cincinnati, The Port of Greater Cincinnati Development Authority, and others that such partners may recommend in collaboration with OSG, that the City's non-profit and for-profit development partners, including community development corporations and other neighborhood organizations, can more efficiently access to activate and accelerate economic development and new housing development in neighborhoods across the City;

WE FURTHER MOVE that the City confer with development partners to focus investments from such restructured fund in areas and on projects that will result in the greatest impact for our city, taking into consideration the following priority areas:

- Neighborhood business districts;
- Preserving and creating more home ownership and closing the home ownership gap;
- Low-income areas;
- Where development is not naturally occurring without public subsidy;
- Where there are no TIF Districts or VTICA funds;
- Where TIF Districts or VTICAs are not producing sufficient revenue;
- Along major transit corridors, such as Glenway/Warsaw Avenue, Hamilton Avenue, and Reading Road; and
- The needs across the entire project life cycle of a development from site acquisition and pre-development costs through gap financing, completed construction, and ongoing stabilization;

WE FURTHER MOVE, for the purpose of streamlining deployment of TIF funds to more efficiently spur development in TIF Districts, that the City Administration take the steps necessary to amend the City's TIF District policies to allocate current unencumbered TIF District funds and future unencumbered TIF District revenues as follows:

- I. 50% to the newly established fund described above to be deployed as first-available sources for eligible TIF District uses.
- II. 50% on a project-by-project basis for eligible TIF District uses advised by the community and approved by City Council.

Councilmember Evan Nolan

Evan T. Nolan

Stina Hill

Stina

Maria Diaz

Maria Diaz

May 13, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202601530

Subject: LEED Tax Abatements

REFERENCE DOCUMENT # 202600150

City Council's Housing & Growth Committee referred the following motion for review and report:

WE MOVE that the City Administration prepare a report by March 1st, 2026 updating the Council on all active LEED Tax Abatements. **FURTHER WE MOVE** that the Administration provide statistics on the amount of LEED tax abatements that have been amended or canceled since passage of the original ordinance in 2007 (Ord. 446-2007) and since the 2023 revision (Ord. 106-2023).

Overview of LEED Tax Abatements

The City of Cincinnati incorporates Leadership in Energy and Environmental Design (LEED) Silver, Gold, or Platinum standards into certain Community Reinvestment Area (CRA) Agreements offering tax abatement to promote sustainable development and environmentally responsible construction practices.

Total Active CRA Agreements: 353

- Active CRA Agreements without LEED Requirements: 197
- Active CRA Agreements with LEED Requirements: 156
- Active CRA Agreements with LEED, Registered with Auditor: 133
- Active CRA Agreements with LEED that have completed construction, but not yet submitted LEED certification: 4
- Active CRA's with LEED Pending Completion Applications: 13
- Active CRAs with LEED Completed, Pending Auditor Registration: 6

Terminations and Amendments

Terminations

Non-compliant property owners are subject to have their CRA Agreement terminated, resulting in a loss of the associated tax abatement. However, CRA Agreements are not solely terminated for non-compliance. Terminations may occur when projects do not advance as anticipated, experience financing changes, or property owners elect not to proceed under the original terms of the CRA Agreement. In these cases, terminating the CRA Agreement allows the City to replace the original agreement with a new incentive structure that better aligns with the project's updated scope or feasibility.

Most terminations of CRA Agreements were unrelated to the LEED requirements and were instead driven by broader project or development factors. A total of 11 CRA Agreements with LEED requirements have been terminated. Of these, one was terminated specifically due to LEED non-compliance:

- Barbaurora, LLC – CRA Agreement executed in 2013 and terminated in 2016 due to inability to meet LEED requirements. The project was subsequently restructured under a new CRA agreement without LEED standards, which was in effect from 2017 through 2024.

Amendments

Minor modifications to a CRA Agreement may be made between the City and the property owner in lieu of a termination. There have been limited instances where LEED requirements required amendments to CRA Agreements, including:

- E.M.A. Freeman, LLC – CRA Agreement amended to remove LEED requirements.
- Traction Partners, LLC – CRA Agreement amended to remove LEED requirements due to financing challenges, project delays, and changes in applicable LEED standards that affected feasibility.

Process for Amendments and Oversight

Amendments are formal modifications to the original terms of the agreement and are typically initiated by the property owner, often in response to project feasibility challenges such as increased construction costs, financing constraints, changes in project scope, or evolving LEED standards over time. Amendments to CRA Agreements, including those involving LEED requirements, follow a structured and deliberate process. Upon receiving an amendment request, the Administration conducts a thorough review to evaluate the financial viability of the project, the impact of the proposed change, and continued alignment with the original public benefit.

Minor modifications may be approved administratively; however, any request to remove LEED requirements is considered a substantive change and requires City Council approval. Decisions to remove LEED requirements are made on a case-by-case basis, recognizing that adjustments are sometimes necessary to ensure projects can move forward while still delivering meaningful community benefit.

In addition to internal review, CRA Agreements are subject to ongoing oversight from the Tax Incentive Review Council, which annually monitors and evaluates tax abatements and may recommend terminations of noncompliant CRA Agreements. Further, the property owner's tax abatement will not activate until the City's Housing Officer has (1) verified that the project was completed pursuant to the terms of the CRA Agreement, including having received the applicable LEED certification from the U.S. Green Building Council, and (2) submits to the Hamilton County Auditor an exemption application with the applicable LEED certification. This verification process ensures property owners meet their LEED commitments before they realize any tax abatement benefits.

cc: Markiea L. Carter, Director of the Department of Opportunity and Resident Services

Date: 5/13/2026

To: Mayor and Members of City Council 202601535
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Hyde Park Blast)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Hyde Park Blast) has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): (Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering). There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Hyde Park Blast
EVENT SPONSOR/PRODUCER: Hyde Park Blast
CONTACT PERSON: Lori Salzarulo
LOCATION: Hyde Park Square - Various streets through Hyde Park
DATE(S) AND TIME(S): 6/27/2026 7:00AM to 6/28/2026 12:00AM
EVENT DESCRIPTION: Family friendly community event highlighting a 4-mile walk/run, bike races and a block party
ANTICIPATED ATTENDANCE: 5,000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (Hyde Park Blast)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: 5/13/2026

To: Mayor and Members of City Council 202601536
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Savanah Bananas Block Party)**

In accordance with Cincinnati Municipal Code, Chapter 765; (The Banks Community Authority) has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): (Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering). There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Savanah Bananas Block Party
EVENT SPONSOR/PRODUCER: Banks Community Authority
CONTACT PERSON: Lori Salzarulo
LOCATION: Freedom Way on the Banks
DATE(S) AND TIME(S): 6/19/26, 6/20/2026 & 6/21/2026 12pm to 11pm
EVENT DESCRIPTION: Community event prior to the Savannah Bananas games at Great American Ball Park
ANTICIPATED ATTENDANCE: 2000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: 5/13/2026

202601537

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Dewey's Run to Raise Dough 5K)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Dewey's Pizza) has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): (Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering). There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Dewey's Run to Raise Dough 5K
EVENT SPONSOR/PRODUCER: Dewey's Pizza
CONTACT PERSON: Chris Gates
LOCATION: Starts and finishes at 3014 Madison Road. Run goes through Oakley.
DATE(S) AND TIME(S): 8/2/2026 - 9:00AM to 1:00PM
EVENT DESCRIPTION: Dewey's Pizza is hosting our Run to Raise Dough 5K in Oakley with an after-party in Geier Esplanade!
ANTICIPATED ATTENDANCE: 500
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: 5/13/2026

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager 202601538
Subject: **SPECIAL EVENT PERMIT APPLICATION: Fourth of July**

In accordance with Cincinnati Municipal Code, Chapter 765; Alex Mangas has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Fourth of July
EVENT SPONSOR/PRODUCER: Cincinnati Center City Development Corporation (3CDC)
CONTACT PERSON: Alex Mangas
LOCATION: Washington Park
DATE(S) AND TIME(S): 07/04/2026 6:00pm—07/04/2026 10:00pm
EVENT DESCRIPTION: Join us in the park on the 4th of July for live music, a firework show, and activities.
ANTICIPATED ATTENDANCE: 1,000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: Cincinnati Center City Development Corporation (3CDC)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: 5/13/2026

To: Mayor and Members of City Council 202601539
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: Northside Rock N Roll Carnival**

In accordance with Cincinnati Municipal Code, Chapter 765; Melanie Quallen has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finance, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Northside Rock N Roll Carnival
EVENT SPONSOR/PRODUCER: Northside Business Association
CONTACT PERSON: Melanie Quallen
LOCATION: 4109 Hamilton Avenue
DATE(S) AND TIME(S): 7/3/2026 - 4:00pm to 1:00am
7/4/2026 - 12:00pm to 1:00am

EVENT DESCRIPTION: Two day local music festival featuring local and regional original musical talent and that is free to attend.

ANTICIPATED ATTENDANCE: 2,300

ALCOHOL SALES: YES. NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: Northside Business Association

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

May 13, 2026

To: Mayor and Members of City Council

202601549

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Purchase, Funding, and Development Agreement for Convention Center (Whex) Garage with Whex Garage, LLC

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Purchase, Funding, and Development Agreement with Whex Garage LLC, (a wholly-owned subsidiary of 3CDC), pursuant to which the City will: (i) purchase certain property located on the southwest corner of W. 5th Street and Elm Street in Cincinnati, (ii) then lease such property to Whex Garage LLC, and (iii) provide a grant in an amount not to exceed \$4,000,000 to Whex Garage LLC to renovate the existing garage, commonly known as the Whex Garage, located on such property; **ESTABLISHING** new capital improvement program project account no. 980x105x261021, “Convention Center District Whex Garage TIF,” to provide resources for improvements to the Whex Garage and related infrastructure improvements; **AUTHORIZING** the transfer and return to source of \$4,000,000 from capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852; **AUTHORIZING** the transfer and appropriation of \$4,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to the newly established capital improvement program project account no. 980x105x261021, “Convention Center District Whex Garage TIF,” to provide resources for improvements to the Whex Garage and related infrastructure improvements; and **DECLARING** that (i) the improvement of the Whex Garage to be an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725, and (ii) expenditures from the newly established capital improvement program project account no. 980x105x261021, “Convention Center District Whex Garage TIF,” to provide resources for improvements to the Whex Garage and related infrastructure improvements serve a public purpose because the project will foster additional redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center.

BACKGROUND

Ordinance 6-2022 approved by Council on January 26, 2022 established Cincinnati Center City Development Corporation (“3CDC”) as the Convention District Development Manager working on behalf of the City of Cincinnati (“City”) and Hamilton County, Ohio (“County”). In March 2023, in its capacity as Development Manager, 3CDC acquired the 780-space Whex Garage at 212 West Fourth Street in the Central Business District under affiliate Whex Garage, LLC. To support the acquisition, Ordinance 84-2023 approved by Council on March 15, 2023 authorized an annual contribution of \$275,000 in TIF District funds to back the \$12.3 million in acquisition financing and equity secured by 3CDC. A total of \$825,000 in TIF District funds has been provided to date.

Since acquiring the Whex Garage in 2023, 3CDC has completed the renovation of the First Financial Center and helped advance plans and secure legislative approvals for the construction of a new Convention Headquarters Hotel. As part of the overall Convention District planning process, the Whex Garage is also undergoing a \$15.4 million renovation and will be renamed the Convention Center Garage. This proposed Purchase, Funding, and Development Agreement outlines additional City participation and support for the renovation and operation of the Convention Center Garage.

PROJECT INFORMATION

Renovation of the Convention Center Garage commenced in May 2025, in part to ensure that it is completed with minimal delay compared to the opening of the First Financial Center. In addition to the \$15.4 million in hard and soft costs, the project includes an additional \$12.3 million in acquisition carry costs for a total project cost of \$27.7 million with a completion date of no later than October 31, 2026. Financing for the renovation includes a private loan and equity secured by 3CDC, the previously secured loan from ODOD, and a requested \$4 million grant from the City to be funded with savings from the First Financial Center renovation. The Convention Center Garage renovation includes the reconfiguration of internal ramps, removal of the 5th Street speed ramp, creation of a new ground level vehicular access point along 5th Street, construction of a new elevator and stair tower on 5th Street connecting the garage to the First Financial Center and the Convention Headquarters Hotel, and upgrades to the mechanical, electrical, and plumbing systems.

In addition to the City’s financial support of the renovation, the Purchase, Funding, and Development Agreement also anticipates the City acquiring the Convention Center Garage from 3CDC for one dollar. Holding title to the Convention Center Garage will ensure the City has oversight and control over an important public asset supporting the Convention District. Additionally, the City’s ownership will facilitate a property tax exemption that will support the financial viability of the Convention Center Garage specifically and the Convention District as a whole. The Purchase, Funding, and Development Agreement includes a lease and management agreement outlining terms and conditions under which 3CDC will manage the garage on behalf

of the City. Many of the management terms and conditions mirror the garage master lease provisions that govern 3CDC's management of other City-owned public parking garages.

DEVELOPER INFORMATION

Whex Garage, LLC, is a wholly owned subsidiary of 3CDC. 3CDC is a private, non-profit 501(c)(3) corporation with a mission to strengthen the core assets of downtown by revitalizing and connecting the Central Business District and Over-the-Rhine.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance to authorize execution of the Purchase, Funding, and Development Agreement. The emergency designation is necessary to enable timely execution of documents required to meet project deadlines.

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

EMERGENCY

EVK

- 2026

AUTHORIZING the City Manager to execute a Purchase, Funding, and Development Agreement with Whex Garage LLC, (a wholly-owned subsidiary of 3CDC), pursuant to which the City will: (i) purchase certain property located on the southwest corner of W. 5th Street and Elm Street in Cincinnati, (ii) then lease such property to Whex Garage LLC, and (iii) provide a grant in an amount not to exceed \$4,000,000 to Whex Garage LLC to renovate the existing garage, commonly known as the Whex Garage, located on such property; **ESTABLISHING** new capital improvement program project account no. 980x105x261021, “Convention Center District Whex Garage TIF,” to provide resources for improvements to the Whex Garage and related infrastructure improvements; **AUTHORIZING** the transfer and return to source of \$4,000,000 from capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852; **AUTHORIZING** the transfer and appropriation of \$4,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to the newly established capital improvement program project account no. 980x105x261021, “Convention Center District Whex Garage TIF,” to provide resources for improvements to the Whex Garage and related infrastructure improvements; and **DECLARING** that (i) the improvement of the Whex Garage to be an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725, and (ii) expenditures from the newly established capital improvement program project account no. 980x105x261021, “Convention Center District Whex Garage TIF,” to provide resources for improvements to the Whex Garage and related infrastructure improvements serve a public purpose because the project will foster additional redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center.

WHEREAS, in 2022, the City and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio (the “County”) appointed Cincinnati Center City Development Corporation (“3CDC”) as master developer for the redevelopment of the City-owned Convention Center (the “Convention Center”) and certain properties surrounding the Convention Center, including (i) certain real property located on the southwest corner of W. 5th Street and Elm Street in Cincinnati (the “Property”), which is currently owned by Whex Garage LLC (“Developer”), and (ii) approximately 1.71 acres of real property located at 251 W. Fifth Street and 240 W. Fourth Street immediately adjacent to the Property, upon which a convention center hotel is to be constructed pursuant to an agreement among the City, the County, and Cincinnati CH (OH), LLC (the “Convention Center Hotel Project”); and

WHEREAS, the City, Developer, and Cincinnati CH (OH), LLC have entered or will enter into a Real Estate Agreement to convey certain real property interests that benefit and burden the Property; and

WHEREAS, to further facilitate the success of the recently redeveloped Convention Center and the to-be constructed Convention Center Hotel Project, the parties acknowledge and agree there is a need for a public parking garage to support those assets; and

WHEREAS, the City desires to purchase the Property, including the parking garage located thereon operated as the Whex Garage, from Developer and Developer desires to convey the Property to the City, for the total purchase price of \$1; and

WHEREAS, following the transfer of the Property, the City intends to lease the Property to Developer pursuant to a Lease and Management Agreement, between the City and Developer, pursuant to which Developer shall operate the Property as a public parking garage (the “Lease”); and

WHEREAS, Developer is further engaged in renovating the Whex Garage, including through the reconfiguration of internal ramps, removal of a speed ramp, creation of a new ground level vehicular access point along Fifth Street, construction of a new elevator and stair tower connecting the garage to the Convention Center and the Convention Center Hotel Project, and an upgrade of building MEP systems (the “Project”); and

WHEREAS, the City desires to provide support for the Project in the form of a grant of City funds in an amount not to exceed \$4,000,000, which funds are to be sourced from the construction savings from the recently completed Convention Center renovation project; and

WHEREAS, the City’s Real Estate Services Division has determined, by appraisal, that the current fair market annual rental value of the lease of the Property is \$1,200,000; however, the City has determined that because: (i) the Property will be conveyed to the City for nominal consideration, and (ii) the economic and non-economic benefits the City will receive from the lease of the Property to Developer under the Lease shall equal or exceed the fair market rental value from such Lease, the City is agreeable to leasing the Property to Developer at the rate of \$1 per year; and

WHEREAS, the City has determined that eliminating competitive bidding in connection with the lease of the Property is in the best interest of the City because (i) ownership of the Property is being transferred to the City by Developer as part of the larger Convention Center District redevelopment, (ii) such transfer of the Property to the City is contingent upon the City’s lease of the Property to Developer for tax exemption purposes, and (iii) the City has an established relationship with 3CDC and its affiliates to manage and maintain other City-owned public parking assets in the Central Business District and Over-the-Rhine neighborhoods; and

WHEREAS, the City has determined that the Property is not needed for any other municipal purpose during the terms of the proposed lease thereof; and

WHEREAS, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; and is consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve, or equip, and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment, and facilities for industry, commerce, distribution, and research, and to make loans and

to provide moneys for the acquisition, construction, enlargement, improvement, or equipment of such property, structures, equipment, and facilities; 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 Purchase, Funding, and Development Agreement (the “Agreement”) with Whex Garage LLC, an Ohio limited liability company (“Developer”), a wholly-owned subsidiary of Cincinnati Center City Development Corporation (“3CDC”), in substantially the form as attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati (the “City”) will: (a) purchase certain real property located on the southwest corner of W. 5th Street and Elm Street in Cincinnati, including the parking garage located thereon commonly referred to as the Whex Garage (the “Property”), (b) then lease the Property to Whex Garage LLC, and (c) provide a grant to Developer in an amount not to exceed \$4,000,000 from construction savings associated with the recently completed Convention Center renovation project for certain improvements to the Whex Garage and related infrastructure improvements.

Section 2. That the City’s Real Estate Services Division has determined, by professional appraisal, that the fair market rental value of the Property is approximately \$1,200,000 per year; however, the City is agreeable to leasing the Property to Developer at the rate of \$1 annually because the City will receive economic and non-economic benefits from the transaction that are anticipated to equal or exceed the fair market rental value of the Property and because it is in the best interest of the City due to the development and financial benefits the City will achieve from the transaction.

Section 3. That the City intends to lease the Property to Developer pursuant to a Lease and Management Agreement, in substantially the form as attached to the Agreement (the “Lease”), pursuant to which Developer shall operate the Property as a public parking garage.

Section 4. That (a) it is in the best interest of the City to eliminate competitive bidding in connection with the City's lease of the Property because (i) ownership of the Property is being transferred to the City by Developer as part of the larger Convention Center District redevelopment, (ii) such transfer of the Property to the City is contingent upon the City's lease of the Property to Developer for tax exemption purposes, (iii) the City has an established relationship with 3CDC and its affiliates to manage and maintain other City-owned public parking assets in the Central Business District and Over-the-Rhine neighborhoods, and (iv) the Property is not needed for other municipal purposes during the term of the proposed lease thereof.

Section 5. That Council establishes new capital improvement program project account no. 980x105x261021, "Convention Center District Whex Garage TIF," to provide resources for improvements to the Whex Garage and related infrastructure improvements (the "Project").

Section 6. That Council authorizes the transfer and return to source of \$4,000,000 from capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852.

Section 7. That Council authorizes the transfer and appropriation of \$4,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to capital improvement program project account no. 980x105x261021, "Convention Center District Whex Garage TIF," to provide resources for the Project pursuant to the Agreement.

Section 8. That Council hereby declares that (a) the Project constitutes an urban renewal project, and that the Project site constitutes an urban renewal area, each as defined in Ohio Revised Code ("R.C.") Chapter 725, and (b) expenditures from the newly established capital improvement program project account no. 980x105x261021, "Convention Center District Whex Garage TIF," in support of the Project serve a public purpose because the Project will foster additional

redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center.

Section 9. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all plats, deeds, leases, closing documents, agreements, amendments, memorandums of lease, and other instruments otherwise described in or required by this ordinance, the Agreement, or the Lease.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the transactions described herein to proceed within the time frame necessary to meet the closing timeline associated with those transactions.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

PURCHASE, FUNDING, AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI

and

WHEX GARAGE LLC

Project Name: Whex Garage

(purchase and leaseback of real property for development
of a garage in Cincinnati)

PURCHASE, FUNDING, AND DEVELOPMENT AGREEMENT

This Purchase, Funding, and Development 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 address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and **WHEX GARAGE LLC**, an Ohio nonprofit limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Developer**”), an affiliate of Cincinnati Center City Development Corporation, an Ohio nonprofit corporation (“**3CDC**”).

Recitals:

A. In 2022, the City and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio (the “**County**”) appointed 3CDC as master developer for the redevelopment of the City-owned Convention Center (the “**Convention Center**”) and certain properties surrounding the Convention Center, including (i) certain real property located on the southwest corner of W. 5th Street and Elm Street in Cincinnati, which property is more particularly described on Exhibit A (Site Plan and Legal Description of Property) hereto (the “**Property**”), which is owned by Developer, and (ii) [approximately 1.71 acres of real property located at 251 W. Fifth Street and 240 W. Fourth Street] immediately adjacent to the Property, upon which a convention center hotel is to be constructed pursuant to an agreement among the City, the County, and Cincinnati CH (OH), LLC (the “**Convention Center Hotel Project**”).

B. Pursuant to a certain *Real Estate Agreement* dated _____, 2026, between the City, Developer, and Cincinnati CH (OH), LLC, the parties agreed to convey certain real property interests that benefit and burden the Property (the “**Hotel Real Estate Agreement**”).

C. To further facilitate the success of the recently redeveloped Convention Center and the to-be constructed Convention Center Hotel Project, the parties acknowledge and agree there is a need for a public parking garage to support those assets.

D. Accordingly, the City desires to purchase the Property, including the parking garage located thereon operated as the Whex Garage, from Developer and Developer desires to convey the Property to the City on the Closing Date (as defined below), for the total purchase price of \$1.00 (the “**Purchase Price**”), on the terms and conditions described herein.

E. Following the transfer of the Property, the City intends to lease the Property to Developer pursuant to a *Lease and Management Agreement*, between the City and Developer, where Developer shall operate the Property solely as a public parking garage (the “**Lease**”).

F. In addition to leasing the Property from the City, Developer desires to renovate the existing garage on the Property, as more particularly described on Exhibit B (Statement of Work, Budget, and Sources of Funds) hereto (the “**Project**”).

G. The City, upon the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), desires to provide support for the Project in the form of a grant of City funds in an amount not to exceed \$4,000,000 (the “**Grant**”), on the terms and conditions described herein.

H. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; and is consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements.

I. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition,

construction, enlargement, improvement or equipment of such property, structures, equipment and facilities.

J. Execution of this Agreement on behalf of the City has been authorized by Ordinance No. _____ passed by City Council on _____.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date on which Developer has satisfied all other obligations to the City under this Agreement (the “**Term**”). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. **Purchase Price.** Subject to the terms and conditions set forth herein, Developer hereby agrees to sell the Property to the City, and the City hereby agrees to purchase the Property from Developer, for the Purchase Price. The City acknowledges that it is familiar with the condition of the Property, and, at Closing (as defined below), Developer shall convey the Property to the City in “as is” condition, subject to all encumbrances of record consented to in writing by the City. Developer makes no representations or warranties to the City with respect to the condition of the Property and, from and after the Closing, Developer shall have no liability of any kind to the City for any defects, adverse environmental condition, or any other matters affecting the Property.

3. **Amount and Terms of Grant.** Subject to the terms and conditions of this Agreement, the City agrees to provide the Grant to Developer from City funds, in an amount not to exceed \$4,000,000 (the “**Funds**”). The Funds shall be used exclusively to pay for the costs itemized on Exhibit B and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. The City shall disburse the Funds as described in Exhibit C (Disbursement of Funds) hereto. Any disbursement of the Funds must be properly vouchered within 30 days of the Completion Date. The City shall have no obligation as to vouchers submitted thereafter. Notwithstanding anything herein to the contrary, the City shall have no obligation to disburse any of the Funds until all of the conditions for disbursement set forth in this Agreement, including, without limitation, Exhibit C, are satisfied. Except for the City’s agreement to provide the Grant, as described herein, the City shall not be responsible for any costs associated with the completion of the Project.

4. **Due Diligence Materials.**

(A) **Delivery of Due Diligence Materials to the City.** Following the parties’ execution of this Agreement, Developer, at its sole expense, shall obtain and deliver to the City the following items (collectively, the “**Due Diligence Materials**”) prior to the Closing Date:

- (i) **Title:** A title certificate or, if available, an Owner’s Policy of Title Insurance, dated not prior to the Effective Date hereof, showing that Developer owns fee simple title to the Property free from liens or any other encumbrances, except those listed in Exhibit D (List of Encumbrances) hereto;
- (ii) **Legal Description(s) and Survey:** Legal description of the Property and recent property survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) **Site Plan:** Detailed site plan showing the Property and other improvements;
- (iv) **Plans and Specifications:** Developer must provide plans and specifications for the Project, including such professionally-prepared architectural or engineering plans and specifications for the Project as may be required by the City (as the same may be

amended from time to time and approved by the City, the “**Plans and Specifications**”), generally consistent with the statement of work shown on Exhibit B;

- (v) *Budget*: Developer must present a final itemized budget for the Project (as the same may be amended from time to time and approved by the City, the “**Budget**”), generally consistent with the budget shown on Exhibit B;
- (vi) *Permits*: Developer must present evidence that any necessary City permits have been secured;
- (vii) *Financing*: Developer must present evidence that all other financing necessary for the Project has been obtained, if applicable;
- (viii) *Approval of Contractors*: Developer must present a list of contractors and subcontractors for the Project, none of whom shall be identified as being debarred on lists maintained by the City or by the federal or state governments;
- (ix) *Environmental*: Phase I environmental site assessments for the Property, and a Phase II environmental site assessment as may be required at the discretion of the City;
- (x) *Engineering Studies*: Geotechnical and other engineering studies for the Property as required at the discretion of the City;
- (xi) *Insurance*: Evidence satisfactory to the City that Developer has obtained proof of insurance for all insurance policies required by the Lease; and
- (xii) *Other Information*: Such other information and documentation pertaining to Developer or the Property as the City may reasonably request.

(B) Contingency for City’s Satisfaction with Due Diligence Materials. Developer shall deliver all Due Diligence Materials to be provided by Developer to the City and fully cooperate with the City in any other investigations the City may conduct concerning the Property as the City deems reasonably necessary. All reports and the like obtained by Developer from third parties and delivered to the City shall be recent (i.e., prepared or updated, as the case may be, within 3 months from the date that the item is delivered to the City or within such shorter time period as stated herein or as the City deems necessary to reasonably rely on the accuracy of such item) and shall be prepared by properly licensed and qualified companies or individuals reasonably acceptable to the City. The City shall use reasonable efforts to notify Developer of its acceptance or objections to the Due Diligence Materials within 10 business days after receipt of such materials by the City.

(C) Right to Terminate. If during the due diligence investigations, any party determines that the transfer of the Property is not feasible or desirable for any reason, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and no party shall thereafter have any rights or obligations hereunder. All rights of the parties under this Section 4(C) shall expire as of the Closing Date.

5. Conveyance of the Property.

(A) Agreement to Sell Property. In consideration of the Purchase Price and the covenants contained herein, Developer hereby agrees to sell to the City, and the City agrees to purchase, all of Developer’s right, title, and interest in and to the Property. Between the Effective Date and the conveyance of the Property to the City (the “**Closing**”), Developer shall not make or permit any physical changes to the Property outside of those consistent with the Plans and Specifications without the City’s prior written consent. Developer shall deliver exclusive possession of the Property to the City at the Closing, including the existing interests on the Property identified on Exhibit E (*List of Existing Interests*) hereto.

(B) City's Right to Enter. Between the Effective Date and the Closing, the City's agents, employees, and contractors shall have the right to enter upon the Property for purposes of inspection and any and all other reasonable purposes.

(C) Reserved.

(D) Title. Except as may be expressly provided herein and in the Hotel Real Estate Agreement, Developer shall not take any action without the City's prior written consent between the Effective Date and the Closing that affects the title to the Property, including, without limitation, conveying any interest in the Property to any third party, granting any easements, or otherwise voluntarily or consensually performing any act that results in any additional exceptions to title that would survive such Closing.

(E) Closing Date. On such date upon which the parties mutually agree (the "**Closing Date**"), but in no event later than _____, Developer shall transfer title of the Property to the City by general warranty deed in substantially the form of Exhibit F (Form of General Warranty Deed) hereto (the "**Deed**"). Developer's title shall be free, clear, and unencumbered, subject only to such matters of record as are acceptable to the City. At the Closing, Developer shall execute a customary seller's title affidavit and the parties shall execute a settlement statement, and any and all other customary closing documents, all in form and substance reasonably agreed to by Developer and the City.

(F) Closing Costs. At the Closing, Developer shall pay all customary closing costs (e.g., County transfer tax and County recording fees, if applicable). Developer shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien at the time of the Closing. Real estate taxes and assessments shall be prorated as of the Closing Date.

(G) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement, or that arises post-Closing during the City's ownership of the Property while the Lease is in effect (herein, an "**Environmental Condition**"), and regardless of whether or not such Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Environmental Condition, unless such Environmental Condition occurred during the City's prior ownership. Developer's obligations for (x) remediation under this paragraph shall survive the completion of the Project, and (y) indemnity under this paragraph shall survive the completion of the Project and the term of the Lease, as it relates to any Environmental Condition created prior to the expiration or termination thereof.

6. Lease. On the Closing Date, the City and Developer shall enter into the Lease, pursuant to which the City shall convey a leasehold interest in the Property to Developer in accordance with the terms and conditions of the Lease, which Lease shall be substantially in the form of Exhibit G (Form of Lease Agreement) hereto.

7. Commencement and Completion of Project.

(A) Commencement and Completion of Construction. Developer (i) represents that it (a) applied for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for construction of the Project, and (b) commenced on-site construction of the Project in accordance with the Plans and Specifications as of _____, 20____; and (ii) shall complete construction of the Project (as evidenced by issuance of a certificate of occupancy for the Project) in accordance with the Plans and Specifications and all other City approvals no later than October 31, 2026 (the "**Completion Date**"); *provided however*, that upon Developer's written request and at the City's sole and absolute discretion, the City may extend the Completion Date each by up to 12 months by providing written notice to Developer.

Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of either such date.

(B) Plans and Specifications. Developer shall complete the Project in accordance with the Plans and Specifications. Developer shall not make any material changes thereto without the City's prior written consent.

(C) Contractors and Subcontractors. In performing work on the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred by the federal or state government or who are identified as being debarred on the City's Vendor's Performance list.

(D) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the Project, including, without limitation, those set forth on Exhibit H (Additional Requirements) hereto, and this Agreement shall in no way act as an authorization for Developer to act without obtaining such permits or licenses, or in violation of applicable laws, codes, ordinances, judicial orders or other governmental requirements. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from B&I, the City's Department of Transportation and Engineering ("**DOT**E"), other City departments, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(E) Inspection of Work. During construction at the Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not in accordance with the Plans and Specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving Developer prior written notice thereof, to stop such work and order its replacement at Developer's expense, and pursue all other rights and remedies available under this Agreement, the Lease, or available at law or in equity, including, without limitation, pursuing an action for specific performance.

(F) Mechanics' Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.

(G) Reporting During Construction. Upon the City's request throughout construction, Developer shall provide the City with reports describing the status of the Project, including, without limitation, information about whether the Project is on budget and on schedule and containing such additional pertinent information thereto as the City may from time-to-time reasonably request. Developer shall submit a final report to the City upon completion of the Project.

(H) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification 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 participant, Developer shall use either the phrase "Project made possible 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. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the Project has been completed.

(I) Barricade Fees Payable to DOTE. Developer acknowledges that (i) Developer may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when construction necessitates such closures, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to only that space which is reasonably necessary and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption possible to vehicular travel, bicyclists, pedestrians and

businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

8. Insurance; Indemnity.

(A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements to be constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days' prior written notice to the City. Within 10 days following execution of this Agreement, Developer shall send proof of all such insurance to the Department of Community and Economic Development at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Department of Community and Economic Development, or such other address as may be specified by the City from time to time.

(B) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability and damages (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's obligations under this paragraph shall survive termination or expiration of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior thereto.

9. Casualty; Eminent Domain. If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty during construction, or if any portion of the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the available condemnation or insurance proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Developer shall handle all construction or reconstruction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications for the improvements if they deviate from the final Plans and Specifications as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project or the Property is being repaired or restored.

10. Default; Remedies.

(A) Default. The occurrence of any of the following shall be an “**event of default**” under this Agreement:

(i) the failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement, the Lease, or any other agreement to which Developer and the City are parties, or which the Property or the owner thereof is subjected to, and failure by Developer to correct such failure within 30 days after Developer’s receipt of written notice thereof from the City (the “**Cure Period**”); *provided, however,* that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement or the Lease so long as Developer commences to cure the default within the Cure Period and thereafter diligently completes such cure within 60 days after Developer’s receipt of the City’s initial notice of default. Notwithstanding the foregoing, if Developer’s failure to perform or observe any obligation, duty, or responsibility under this Agreement or the Lease 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 Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer or the Property, or the attachment of, levy upon, or seizure by legal process of any of the property of Developer; or

(iii) any representation, warranty, or certification of Developer made in connection with this Agreement, the Lease, or any other related agreements or documents shall prove to have been false or materially misleading when made.

(B) Remedies. Upon the occurrence of an event of default under this Agreement or the Lease that are not cured or corrected within the Cure Period, the City shall be entitled to: (i) if the default occurs prior to Closing, terminate this Agreement or the Lease by giving Developer written notice thereof, (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 event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement, the Lease, or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys’ fees, suffered or incurred by the City as a result of a default of Developer under this Agreement, the Lease, or the City’s enforcement or termination of this Agreement or the Lease. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement, the Lease, or any other agreement to which Developer and the City are parties relating to the Project shall not constitute a waiver of the breach of such covenant or of such remedy.

11. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express, or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

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 Developer:

Whex Garage LLC
1203 Walnut Street, 4th Floor
Cincinnati, Ohio 45202
Attention: Legal

If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202.

12. Representations, Warranties, and Covenants. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

(i) Developer is duly organized and validly existing under the laws of the State of Ohio, is qualified to do business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

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

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

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting the Project or Developer or its parents, subsidiaries, or affiliates, at law or in equity or before or by any governmental authority that, if determined adversely, would impair the financial condition of such entity or its ability to perform its obligations with respect to the matters contemplated herein.

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

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

(vii) With reference to Section 301-20 of the Cincinnati Municipal Code, neither Developer nor any of its affiliates are currently delinquent in paying any fines, penalties, judgments, water, or other utility charges, or any other amounts owed by them to the City.

13. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the completion of the Project.

(B) City's Right to Inspect and Audit. During construction and for a period of 3 years after completion of the Project, Developer shall permit the City and its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

14. General Provisions.

(A) Assignment. Developer shall not sell, lease, or convey any interest in or to the Property or assign its rights or obligations under this Agreement or the Lease without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

(B) Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the City's interests in connection with this Agreement shall control.

(C) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

(D) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

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

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

(H) No Third Party Beneficiaries. No third party beneficiary rights are intended to be created by this Agreement.

(I) No Brokers. Developer represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation from either party as a result of the parties' execution of this Agreement.

(J) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's Office.

(K) Time. Time is of the essence with respect to the performance by Developer of its obligations under this Agreement.

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

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

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

(O) 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.

15. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
- Exhibit A – *Site Plan and Legal Description of Property*
 - Exhibit B – *Statement of Work, Budget, and Sources of Funds*
 - Exhibit C – *Disbursement of Funds*
 - Exhibit D – *List of Encumbrances*
 - Exhibit E – *List of Existing Interests*
 - Exhibit F – *Form of General Warranty Deed*
 - Exhibit G – *Form of Lease Agreement*
 - Exhibit H – *Additional Requirements* (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date: _____, 2026

WHEX GARAGE LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A
to Purchase, Funding, and Development Agreement

Site Plan and Legal Description of Property

Property Address:

Auditor Parcel ID No.:

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being Lot 1 of Whex Garage Subdivision, Section One as recorded in Plat Book _ Page _, of the Hamilton County Recorder's Office.

Exhibit B
to Purchase, Funding, and Development Agreement

Statement of Work, Budget, and Sources of Funds

I. STATEMENT OF WORK

Developer shall manage the renovation of the 780 space Convention Center Garage located at 210 W 4th Street. The renovation includes the reconfiguration of internal ramps, removal of the 5th Street speed ramp, creation of a new ground level vehicular access point along 5th Street, construction of a new elevator and stair tower on 5th Street connecting the garage to the Convention Center and the Convention Headquarters Hotel. Additionally, the renovation will upgrade building MEP systems.

II. BUDGET

Budget Items	Total	City Funds	Non-City Funds
Acquisition Carry Costs	\$12,330,461	\$0	\$12,330,461
General Requirements, General Conditions	\$315,755	\$0	\$315,755
Demo, Concrete, Foundations, Elevator, Electrical, and Structural Steel	\$5,759,667	\$4,000,000	\$1,759,667
General Trades, Roofing, Curtain Wall, Paint, Signage	\$1,592,084	\$0	\$1,592,084
Fire Suppression, Plumbing, Masonry	\$797,111	\$0	\$797,111
Restoration, Landscape, Utilities	\$608,352	\$0	\$608,352
Miscellaneous Hard Costs	\$2,873,218	\$0	\$2,873,216
FF&E	\$293,000	\$0	\$293,000
Contingency	\$623,366	\$0	\$623,366
Developer Fee	\$750,000	\$0	\$750,000
Interest Carry	\$542,000	\$0	\$542,000
Operating Reserve	\$250,000	\$0	\$250,000
Other Soft Costs	\$1,043,456	\$0	\$1,043,456
Total	\$27,778,470	\$4,000,000	\$23,778,468

I. SOURCES OF FUNDS

Construction Loan	\$13,200,000
CEF III Equity	\$4,578,470
ODOD	\$6,000,000
City Grant	\$4,000,000
Total	\$27,778,470

Exhibit C
to Purchase, Funding, and Development Agreement

Disbursement of Funds

(A) Conditions to be Satisfied Prior to Disbursement of Funds. The City shall be under no obligation to disburse the Funds unless and until the following conditions are satisfied and continue to be satisfied:

(i) Closing on the Property has occurred and Developer and the City have executed the Lease;

(ii) Developer has provided the City with evidence of insurance required under this Agreement;

(iii) Developer has provided the City with evidence that it has obtained all licenses, permits (including Revocable Street Privileges), governmental approvals, written authorization from DOTE, and the like necessary for the Project;

(iv) Developer has provided the City with evidence that Developer has secured all other funds necessary to complete the Project (if any);

(v) Developer has provided and the City has approved of the Due Diligence Materials, and the Project has commenced and is proceeding in accordance with the Plans and Specifications, Budget, and Construction Schedule;

(vi) Developer has provided the City with such other documents, reports, and information relating to the Project as the City has reasonably requested; and

(vii) Developer is not in default under this Agreement or the Lease.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall endeavor to disburse the Funds to Developer within 30 days of receipt of a completed draw request in accordance with Section (C)(ii) of this Exhibit. The City shall disburse the Funds on a reimbursement basis and pro-rata with all construction loan funds being utilized by Developer for the Project (i.e., the Funds shall not be first in). Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to June 12, 2025. Developer shall request the Funds and shall use the Funds solely for the purposes permitted under the Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds

available to Developer, to the extent such Funds have not been disbursed, shall terminate 90 days following completion of construction of the Project.

(C) Draw Procedure

(i) Frequency. Developer may make disbursement requests no more frequently than once in any 30 day period.

(ii) Documentation. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City, (ii) for partial payments, sworn affidavits and/or conditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors, and materialmen covering all work, labor, and materials for the work through the date of the disbursement., (iii) for final payments, sworn affidavits and/or unconditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors, and materialmen covering all work, labor, and materials for the work through the date of the disbursement and establishing that all such work, labor, and materials have been paid for in full, (iv) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (v) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse 90% of the amount requested (with retainage of 10%) or 100% of the amount requested if the application for payment already includes retainage in an amount of 10%. The retained amount shall be disbursed when (i) construction has been completed and evidence thereof, in form satisfactory to the City, has been delivered to the City, (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, and (iii) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion. For the avoidance of doubt, Developer may, following the completion of the Project, and upon the provision of the required documentation and the satisfaction of the other disbursement conditions in this Exhibit, request disbursement of the entire amount of Funds in one lump sum, in which case such amount would not be subject to retainage.

(E) Estoppel Certification. A request for the disbursement of City Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer that (i) all work done and materials supplied to date are in accordance with the approved plans and specifications and in strict compliance with all legal requirements as of the date of the request, (ii) the construction is being completed in accordance with the approved budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

Exhibit D
to Purchase, Funding, and Development Agreement

List of Encumbrances

TO BE ATTACHED

Exhibit E
to Purchase, Funding, and Development Agreement

List of Existing Interests

TO BE ATTACHED

Exhibit F
to Purchase, Funding, and Development Agreement
Form of General Warranty Deed

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE]

GENERAL WARRANTY DEED

WHEX GARAGE LLC, an Ohio nonprofit limited liability company ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 ("**Grantee**"), all of Grantor's right, title, and interest in and to the real property more particularly described on Exhibit A (*Legal Description*) hereto (the "**Property**"), to wit:

Property Address:

Auditor's Parcel No.

Prior Instrument Reference: Official Record _____, Page _____, Hamilton County,
Ohio Recorder's Office

Funding for the City's acquisition of the described Property was authorized by Ordinance No. _____, passed by City Council on _____.

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

Exhibit A – Legal Description

Executed on the date of acknowledgement below.

WHEX GARAGE LLC

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by _____, the _____ of the Whex Garage LLC, an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

EXHIBIT A
to General Warranty Deed

Legal Description

TO BE ATTACHED TO EXECUTION VERSION

Exhibit G
to Purchase, Funding, and Development Agreement

Form of Lease Agreement

SEE ATTACHED

LEASE AND MANAGEMENT AGREEMENT
(Whex Garage LLC)

THIS LEASE AND MANAGEMENT AGREEMENT (this "**Lease**") 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, having an address of 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **WHEX GARAGE LLC**, an Ohio nonprofit limited liability company, having an address of 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Operator**") (Operator being a wholly-owned subsidiary of Cincinnati Center City Development Corporation ("**3CDC**")).

Recitals:

A. The Operator owns the parcel and parking garage set forth in Exhibit A (including the real property and the improvements thereon, the "Garage," and as the same may be amended and/or updated from time to time). Prior to execution of this Lease, the Operator is conveying its fee simple interest in the Garage to the City.

B. Operator has financed debt on the Garage with (i) bonds issued by the Port of Greater Cincinnati Development Authority (the "Authority") (such bonds issued being referred to herein as the "**Bonds**") pursuant to a Trust Indenture between the Authority and The Huntington National Bank, as Trustee ("**Trustee**") and a Financing Agreement between Operator and Fifth Third Bank ("**Financing Agreement**") and (ii) a loan from the Ohio Department of Development ("**ODOD**") (the "**Subordinate Loan**").

C. The City and Operator now desire to execute this Lease to provide for a lease and management agreement for the Garage.

D. The fair market rental value of the Garage is \$1,200,000.00 annually, as determined by an appraisal by the City's Real Estate Services Division.

E. The City has determined to lease the Garage to Operator for \$1.00 annually as the City will receive economic and non-economic benefits from such lease which will equal or exceed the fair market rental value of the Garage.

F. The City determined that eliminating competitive bidding in connection with the lease of the Garage is in the best interest of the public because (i) ownership of the Garage is being transferred to the City by Operator as part of a larger redevelopment project in the area of the Garage, (ii) such transfer of the Garage to the City is contingent upon the City's lease of the Garage to Operator for tax incentive purposes, (iii) the City has an established relationship with Operator, or Operator's affiliates, to manage and maintain the City's public parking assets in the Central Business District and Over-the-Rhine neighborhoods and (iv) it is in the interest of the City to maintain public parking in the area of the Garage and Operator, or its affiliates, have an established and successful record of managing the City's public parking assets.

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the same at its meeting on April 3, 2026 and execution of this Lease was authorized by Ordinance No. _____, passed by City Council on _____.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT.

(A) Grant. On the terms and conditions set forth in this Lease, the City does hereby lease the Garage to Operator, and Operator does hereby lease the Garage from the City, beginning on the applicable Commencement Date (as defined below) through the Termination Date (as defined below) for the Garage. The parties acknowledge that from the date the Garage was built through the Commencement Date, Operator has previously owned and operated the Garage and conducted its own due diligence in order to familiarize itself with the condition and characteristics of the Garage. The City has not made any representations or warranties concerning the condition or characteristics of the Garage, and Operator acknowledges and agrees that Operator is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Garage. On the applicable Commencement Date, Operator shall accept the Garage in "as is" condition.

(B) Title Matters. The City is leasing the Garage to Operator subject to and together with (as the case may be) any and all easements, covenants, restrictions and other matters of record affecting the Garage (including, but not limited to the REAs (as defined herein). Operator shall not take any actions that would violate any such easements, covenants, restrictions, or other matters of record. Except for Permitted Garage Mortgages under Section 9 (*Permitted Leasehold Mortgages*) below, Operator shall not have the right to grant any additional easements or otherwise further encumber the City's title to the Garage without the City's prior written consent. The City shall have the right to take such actions affecting the Garage as may be deemed reasonably necessary by the City from time to time so long as such actions do not unreasonably impair the rights granted to Operator under this Lease; however, during the Term (as defined below) of this Lease the City shall not grant a mortgage on the Garage to any third party.

(C) Ownership of Garage. Throughout the Term, the City shall be deemed to be the fee owner of the Garage for State law and federal tax law purposes.

(D) Advertising Rights. Subject to compliance with the terms of any recorded restrictive covenants applicable to the Garage, the City explicitly retains the right to grant to third parties the right to place advertisements on the exterior of the Garage; *provided however*, that such activities shall not in any way materially disrupt the Garage's business operations. For clarity, any revenues arising from any such advertisements shall not be considered Garage Revenue (as defined below) under this Lease and shall not be pledged by Operator as security for the Bonds.

2. TERM; RENEWAL OPTIONS; DEVELOPMENT AGREEMENTS.

(A) Lease Term. The term ("**Term**") of this Lease shall commence on the Effective Date and shall expire, unless extended or sooner terminated in accordance with the provisions of this Lease, on the date of the outermost Termination Date for the Garage, as identified in Exhibit A to this Lease, as may be amended. On the Termination Date, subject to extension pursuant to any renewal options described in Section 2(B), the Garage shall be surrendered to the City in accordance with the terms herein and will no longer be subject to this Lease. All obligations of Operator under this Lease that have accrued but have not been fully performed as of the end of the Term or the Termination Date, including without limitation indemnity obligations, shall survive such Termination Date and expiration or termination of the Term until fully performed.

(B) Renewal Options. Operator shall have the right to exercise renewal options and extend the Termination Date for the Garage for two (2) successive 10-year periods (each, if applicable, a "**Renewal Period**"), on the same terms and conditions as set forth in this Lease. To exercise a renewal option for a Garage, the Operator must give the City written notice thereof no less than twelve (12) months (but no sooner than 18 months) prior to the date of the initial Termination Date (or, if applicable, the end of the first Renewal Period). As used herein, the "Termination Date" for the Garage means the later of the original Termination Date or the last day of any exercised Renewal Period.

(C) Tax Matters. The City will cooperate in good faith with reasonable written requests from Operator for the City to take such actions or to refrain from taking such actions as may be reasonably necessary for the establishment and maintenance of the tax-exempt status of the Garage Debt (defined in Section 9(A) below) with respect to which the interest is exempt from federal income taxation and of any tax abatements to the extent they exist or apply to the Garage or related commercial property.

3. PERMITTED USE. Operator shall use the Garage solely for the operation of a public parking garage (including any and all ancillary uses approved in writing by the City for the Garage). Operator shall operate the Garage in a Class A Manner (as defined below). Operator shall obtain and maintain all necessary licenses and permits and shall operate and maintain the Garage in compliance with all applicable federal, state and local laws, codes, ordinances and other governmental requirements, including without limitation all environmental laws. Operator shall operate the Garage as a public parking facility, open and available to members of the general public on a daily, monthly or other subscription basis.

4. RENT.

(A) Base Rent. Beginning on the Commencement Date for the Garage, and on each anniversary thereof until the Termination Date, Operator shall pay the City annual base rent ("**Base Rent**") in the amount of One Dollar (\$1.00). Operator may, at its option, prepay Base Rent.

(B) Additional Rent. This is a "triple net" lease, and throughout the Term, Operator shall pay all costs associated with the operation, maintenance, repair and replacement of the Garage, including without limitation charges for gas, electricity, water, sewer, telephone and all other utilities, insurance costs, real estate taxes, service payments, installments of assessments that become due and payable during the Term, management fees to any third-party operator, and all other costs that would generally be regarded in the industry as operating costs or expenses (the foregoing, together with any other costs or expenses otherwise consistent with this definition, collectively referred to as the "**Operating Costs**"). For clarity, Operating Costs does not include the Management Fee (defined below) or the City Management Fee (defined below). Operator shall make payments of Operating Costs directly to the persons or entities to whom such payments are owed. To the extent that the City, rather than Operator, pays any costs or expenses that would otherwise be payable by Operator as Operating Costs, Operator shall reimburse the City on an annual basis for such costs or expenses, as additional rent, within thirty (30) days after Operator's receipt of documentation substantiating such costs or expenses.

(C) Eligible Costs. Operator may only use Garage Revenue for the following uses (collectively, the "**Eligible Costs**"), in each case in accordance with the terms and conditions of this Lease, and in the following order of priority: (i) payment of Operating Costs; (ii) payment of all scheduled payments required with respect to the Garage Debt (as defined in Section 9(A) below), including administrative costs associated with or required to be paid under any Bonds ("**Debt Service Payments**") and amounts sufficient to provide minimum levels of reserve funds required with the Bonds; (iii) payment on Subordinated Loans; (iv) deposits to the Parking Program Fund required to be made under any Bonds or otherwise required under this Lease (for purposes of this Lease, all such payments and costs together with the Debt Service Payments are collectively referred to as the "**Debt Costs**"); (v) payment of the Management Fee; (vi) payment of the City Management Fee; (vii) deposits to the Sinking Fund (as permitted below) and/or other replenishments consistent with Section 5; and (viii) any remaining amounts, after the payments of the Eligible Costs listed in subparagraphs (i) through (vii) above, to the Operator, which remaining amount shall be referred to herein as "**Net Garage Revenues**." Net Garage Revenue shall be transferred by Operator to Operator's affiliate, 3CDC, and utilized solely for the purposes of supporting and funding redevelopment and revitalization projects in the Central Business District and Over-the-Rhine neighborhoods of Cincinnati.

5. PERMITTED SINKING FUND CONTRIBUTIONS. Promptly following the Effective Date, Operator shall establish a separate, federally-insured bank account for the Garage into which Operator shall deposit Garage Revenues (the "**Sinking Fund**") that will be used by Operator to (a) fund repair, replacement, or addition of structural elements or other aspects of the Garage; (b) fund Operating Costs; and/or (c) fund Debt Costs.

“Permitted Sinking Fund Contributions” means deposits of Garage Revenue into the Sinking Fund until such time as the Sinking Fund, together with any required Reserve Fund and Parking Program Fund balances, contains an amount equal to (i) the Parking Space Reserve; (ii) approximately one year of budgeted Debt Service Payments; and (iii) 300 days of budgeted Operating Costs, and thereafter contributions only to replenish and maintain such balance.

“Parking Space Reserve” means \$400 per parking space in the Garage, which at the election of Operator may escalate to \$500 per space for years 11–20 after the Effective Date and \$600 per space thereafter.

6. REAL ESTATE TAXES. Operator shall pay all real estate taxes, service payments, and assessments levied against the Garage that become due and payable during the Term. Upon each such payment, Operator shall furnish the City with appropriate evidence of payment. If Operator institutes proceedings to contest the validity or amount of such taxes, the City, at no cost to the City, shall cooperate with Operator to the extent that the participation of the owner of the lessor’s interest under this Lease is required. Operator shall be entitled to any and all amounts recovered which relate to tax payments previously made by Operator. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Operator’s contest and reserves the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public. Certain Garages have been granted tax-exempt status as set forth on Exhibit A. The City agrees to reasonably cooperate in filing any applicable real estate tax exemption paperwork as required to obtain or maintain any applicable tax exemptions for the Garage. The parties acknowledge that there is no guarantee that any tax exemption will be granted or maintained by the State.

7. OPERATION OF THE GARAGE.

(A) Maintenance & Repairs; Services. Throughout the Term, Operator shall operate the Garage in a “Class A Manner”. As used herein “**Class A Manner**” means keeping the Garage and abutting sidewalks in good, clean, and safe condition and repair; maintaining appropriate signage and lighting; providing a sufficient number of garage attendants; maintaining appropriate technology; and providing all security and other services for the Garage consistent with services offered at other parking facilities of similar age, size, quality and amenities in the downtown Cincinnati area. The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Garage under this Lease.

(B) Management and Monitoring Fees. Notwithstanding anything in this Lease to the contrary, for each year of the Term, Operator shall be entitled to a management fee for management and oversight of the Garage equal to an amount of up to five percent (5%) of Garage Revenue (the “**Management Fee**”); *provided however*, that the Management Fee shall at all times be a commercially reasonable amount for the services provided. The Management Fee and any distributions of Garage Revenue to 3CDC under Section 4(D) shall be the sole source of compensation to Operator and its affiliates for management and oversight services provided under this Lease. As the City will provide certain monitoring and oversight of this Lease, for each year of the Term Operator shall pay to the City a fee, payable annually with the delivery of the Operating Report (defined below), equal to one half of one percent (0.5%) of the annual Garage Revenue (the “**City Management Fee**”).

(C) Reporting of Accidents and Other Significant Occurrences. Operator shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting the Garage that involve public health or safety issues or that could lead to negative publicity. Operator shall notify the City’s Parking Division within 48 hours of break-ins and assaults. For all incidents for which a police report is filed, Operator shall promptly obtain a copy of the police report and promptly provide a copy of it to the City’s Parking Division.

(D) Operating Account. Operator shall maintain, in its own name or in the name of its applicable subsidiary for the Garage, a separate federally-insured bank account for the Garage (the “**Operating Account**”) into which Operator shall deposit all user fees or other revenue generated from the

operation of the Garage (if any) (collectively, the “**Garage Revenue**”). Upon request of the City, Operator shall provide the City with copies of the bank statements for each Operating Account.

(E) Parking Program Fund. Operator shall establish a separate, federally-insured bank account to act as a capital improvement reserve fund for financing capital repairs and improvements to the Garage and for covering shortfalls in Operating Costs or Debt Costs (the “**Parking Program Fund**”). Operator shall deposit Garage Revenue into the Parking Program Fund until the balance is not less than (i) \$500 per parking space in the Garage; plus (ii) any additional amounts projected to be necessary to fund capital improvements under a Capital Improvement Plan.

(F) Parking Rates. Throughout the Term, Operator shall establish commercially reasonable parking rates for Public Parking Spaces. The City will have the right to approve parking rates so long as (i) the Debt Service Coverage Ratio, as defined in the Financing Agreement for the prior calendar year was not less than 1.40x and (ii) the debt service coverage ratio for the current calendar year is projected to be not less than 1.40x. Prior to the beginning of each calendar year during the Term, or prior to any proposed change in parking rates, Operator shall notify the City Manager in writing of the parking rates for the Public Parking Spaces and, in the event that the Debt Service Coverage Ratio, as defined in the Financing Agreement for the prior calendar year was not less than 1.40x and the debt service coverage ratio for the current calendar year is projected to be not less than 1.40x, obtain written approval from the City for such rate change. In the event that the City does not provide any response within thirty (30) days to proposed rate changes when the aforementioned qualifiers relating to debt service coverage ratio are met, then such rate changes shall automatically be deemed approved.

(G) Parking Garage Operator. If Operator hires an independent parking operator to manage and operate any of the Garage, each such third-party parking operator shall be reputable and have prior experience in operating similar-sized parking garages and such engagement shall be on commercially reasonable terms. Operator shall be allowed to structure such independent parking operator agreement in any manner it deems appropriate, including as a lease, which is hereby approved as a sublease; *provided however*, that any such sublease shall include a provision clarifying that a termination of Operator’s interest in this Lease shall automatically terminate any such sublease. The hiring by Operator of a parking operator for any of the Garage, including structuring such hiring as a lease, shall not relieve Operator from any obligations or liability under this Lease. In its Operating Report, Operator shall provide the City notice if Operator hires such an independent parking operator and upon any change in such operator.

(H) Reporting Requirements. Throughout the Term, Operator shall provide the City (to be delivered to the City’s Department of Community and Economic Development Department (“**DCED**”)) with the following information and reports:

i. Budget. Prior to the Commencement Date and prior to the beginning of each calendar year thereafter during the Term, Operator shall provide the City with an operating budget for the Garage (with reasonable proration of Operating Costs) for the upcoming year, including anticipated capital expenditures to be paid from the Parking Program Fund, estimated Operating Costs, and estimated Management and City Management Fees, in a form acceptable to the City.

ii. Operating Report. No later than March 31st of each calendar year during the Term, Operator shall provide the City with a reasonably detailed, professionally prepared operating statement, balance sheet, and report for the Garage (and such other financial statements and information as may be reasonably requested by the City) for the calendar year then just ended showing (a) the Garage Revenue, Operating Costs, Management Fee, City Management Fee, and Permitted Sinking Fund Contributions made for such calendar year; (b) the calculation of the amount of the Net Garage Revenue for such year; (c) the balances in the Operating Account and Parking Program Fund as of the end of such year; (d) an attendance report showing the number of motor vehicles that were parked at the Garage during such year; (e) evidence of insurance policies required to be maintained under this Lease, as applicable; (f) information on activities under any Capital Improvement Plan (as defined below); and (g) any and all other information regarding operations of the Garage or compliance with the terms of this Lease as the City may

from time to time reasonably request (each an “**Operating Report**”). The Operating Report shall be in a form acceptable to the City.

iii. *Financial Statements.* Within one hundred eighty (180) days after the end of each fiscal year of Operator, Operator shall provide the City with audited financial statements detailing income and expenses for the Garage for the year then just ended, prepared by an independent certified public accountant utilizing generally accepted accounting principles. The City’s receipt of Operator’s audited financial statements shall not constitute a waiver of the City’s right to inspect and audit Operator’s books and records pertaining to the Garage. If Operator submits consolidated audited financial statements for itself and its parent company and/or one or more of its subsidiaries, such statements shall contain supplemental schedules detailing the performance of the Garage individually.

iv. *Structural Engineering Report; Capital Improvement Plan.* Upon the execution of this Lease, the Operator is completing a substantial renovation of the Garage from proceeds of the Bonds in accordance with plan and specifications provided to the City. Upon the substantial completion of the renovation of the Garage, the Operator will provide to the City a certificate establishing the substantial completion date (the “Completion Date”). On the tenth (10th) anniversary of the Completion Date and on each successive tenth (10th) anniversary thereafter, Operator, at its expense, shall provide the City with a structural engineering report, prepared by a reputable structural engineer, assessing the then current structural integrity of the Garage. If at any time during the Term the City has reasonable concern regarding the structural integrity of the Garage, then the City may request and the Operator, at its expense, shall provide the City, promptly following such request, with a structural engineering report, prepared by a reputable structural engineer, assessing the then current structural integrity of the Garage. As part of the Operating Report delivered for the sixth (6th) year prior to the Termination Date (to be delivered by the following March 31st), the Operator, at its expense, shall provide the City with a structural engineering report, prepared by a reputable structural engineer, assessing the then current structural integrity of each applicable Garage. Based upon such report, the Operator shall promptly develop a capital improvement plan to accomplish such capital repairs and improvements required to bring the Garage into a good, clean, safe, and stable condition and shall submit it to the City for review and approval (each as approved by the City, a “**Capital Improvement Plan**”). Notwithstanding the forgoing, the City may, in its sole discretion, waive the requirement that Operator produce a structural engineering report for the Capital Improvement Plan if the City has within a reasonable amount of time beforehand otherwise received an acceptable and up-to-date structural engineering report under this provision and Operator is able to develop an acceptable Capital Improvement Plan based on the prior report. Notwithstanding anything in this Lease to the contrary, Operator shall not be required to borrow funds or contribute additional funds from its own resources to complete a Capital Improvement Plan if available funds from a combination of the Sinking Fund and Garage Revenue are not sufficient to finance a Capital Improvement Plan. In the event that such available funds are insufficient to finance a Capital Improvement Plan, the parties will work together in good faith to jointly identify funds for completing such Capital Improvement Plan.

v. *Other Information.* Operator shall collect, maintain, and furnish to the City from time to time such other accounting, financial, business, administrative, operational and other reports, records, statements and information as may be reasonably requested by the City pertaining to Operator or the Garage (including information related to Operator and 3CDC’s use of Garage Revenue), including without limitation bank statements, loan statements, income tax returns, and such other reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (all reports, records, statements and other information furnished by Developer under this paragraph being referred to herein collectively as “**Records and Reports**”). All Records and Reports compiled by Operator and furnished to the City shall be in such form as the City may from time to time require. During the Term, Operator shall permit the City and its designees and auditors to have access to and to inspect and audit Operator’s Records and Reports. If the City’s inspection or audit reveals a material discrepancy with information previously provided by Operator as determined by the City Manager, Operator shall reimburse the City for the City’s actual out-of-pocket costs associated with such inspection or audit, and the parties shall work cooperatively to resolve such discrepancy.

(I) City's Right to Inspect. The City shall have the right to inspect each of the Garage from time to time for any proper purpose; *provided* that the City will not unreasonably interfere with the Garage' business operations.

(J) REA Compliance; Pass-Through of "Garage Owner" Obligations.

i. REAs. The City, Whex (or its permitted affiliate and assigns), and Cincinnati CH (OH), LLC intend to execute one or more reciprocal covenants, restrictions, and easements agreements affecting the Garage, including without limitation (A) a Reciprocal Covenants, Restrictions, and Easements Agreement (Convention Center-Hotel-Garage Skybridge) among the City, Operator and Cincinnati CH (OH), LLC ("Cincinnati CH"), relating to the operation, control, maintenance and repair of an elevated pedestrian walkway (the "Skybridge") extending from the property immediately west of the Garage (the "Hotel"), over the Garage property, and over the 5th Street right of way to the Cincinnati Convention Center (the "Convention Center"), and (B) a Reciprocal Covenants, Restrictions, and Easements Agreement (Former Home Alley) among the City, Operator and Cincinnati CH, relating to the operation, control, maintenance and repair of the property which was formerly Home Alley, as each may be finalized, recorded, and amended from time to time (collectively, the "**REAs**").

ii. Pass-Through Obligations. As between the City (fee owner) and Operator (lessee), Operator covenants to perform, at Operator's sole cost, risk, and expense, any and all covenants, obligations, responsibilities, and commitments of the "Garage Owner" (or owner of the Garage property) under the REAs that are applicable to the Garage or its operations, including without limitation: (A) construction coordination and temporary construction easements; (B) granting, maintaining, and honoring access/encroachment/utility/support easements benefiting the Skybridge/Hotel/Convention Center; (C) maintenance, repair, capital maintenance, shared maintenance cost allocations (including the Whex sewer line allocations), and access control systems integration; (D) insurance requirements (during and after construction), waivers of subrogation, and contractor insurance; (E) security responsibilities; (F) casualty response, reconstruction, and cooperation; (G) signage, wayfinding, and operational coordination; and (H) any estoppel, subordination, and consent requirements applicable to the Garage side.

iii. REA Changes; Coordination. Operator shall not consent to, execute, or record any amendment, modification, release, or termination of any REA provision that burdens or benefits the Garage without the City's prior written approval; the City will not unreasonably withhold, condition, or delay consent. Operator shall cooperate with the City and Cincinnati CH in providing non-disturbance and subordination agreements reasonably required by mortgagees with respect to the REAs.

iv. Funding; Priority. Operator shall fund any REA-related maintenance, repair, or capital costs consistent with the Eligible Costs priority in Section 4(C), utilizing Operating Costs, Parking Program Fund, Sinking Fund, and Debt Costs, as applicable.

v. Cross-Default. Any material default by Operator in performing "Garage Owner" obligations under the REA relating to the former Home Alley (after applicable notice and cure periods under the REAs) shall constitute a default under this Lease.

8. ALTERATIONS; SIGNS; NO LIENS.

(A) Alterations. Operator shall not make any material alterations, additions, or other changes to the Garage that would diminish the fair market value of the Garage. Any and all alterations made by Operator shall be made in a good and workmanlike manner, in compliance with all applicable laws and regulations, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Garage. Once installed, Operator shall not remove such alterations (unless such removal shall have been consented to in writing by the City, such consent not to be unreasonably withheld), and Operator shall surrender the same to the City on the Termination Date as described in Section 15 (*Surrender; Holdover*) below.

(B) Signs. Operator shall be permitted to install such directional, informational, advertising and other signs at the Garage as Operator deems appropriate provided that all such signs are professionally prepared and comply with all laws and regulations. Operator shall, at its expense, keep all signs in good condition and repair. Notwithstanding the foregoing, Operator shall install conspicuous signage, as a part of the Garage, that is visible from a public-right-of-way, indicating that public parking is available at the Garage (subject to all applicable zoning laws and regulations).

(C) No Liens. If any mechanics' lien or other similar lien is filed against the Garage as a result of labor or material furnished at Operator's request, Operator shall cause the lien to be released or bonded off within 30 days following the filing of such lien.

9. PERMITTED LEASEHOLD MORTGAGES.

(A) Permitted Mortgages. The parties acknowledge and agree that: (i) Operator has obtained or will obtain one or more loans in connection with refinancing the Garage; namely, the Bonds and the Subordinate Loan (collectively, and together with any bonds or loans made to refinance such bonds or loans, the "**Garage Debt**"); and (ii) following the parties' execution of this Lease, Operator may grant to the Trustee or the other secured parties for the Garage Debt, as security for such loan(s), a cross-collateralized leasehold mortgage and other security instruments with respect to Operator's leasehold interests in the Garage (each, a "**Permitted Garage Mortgage**", with each holder thereof being referred to herein as a "**Permitted Garage Mortgagee**"). From and after the date of the parties' execution of this Lease, Operator shall not refinance the debt that is secured by a leasehold mortgage on a Garage without prior written consent of the City. At the end of the Term, Operator shall pay in full all then outstanding Garage Debt and shall surrender the Garage to the City free and clear of all Permitted Garage Mortgages.

(B) Notice to Permitted Garage Mortgagees of Default under Lease. If the City sends a notice of default to Operator under this Lease and intends to exercise any right it may have under this Lease to terminate this Lease as to a Garage by reason of such default, the City shall, prior to exercising any right to terminate (but not necessarily concurrently with the delivery of a notice of default), send a copy of such notice of default to the Trustee and to all Permitted Garage Mortgagees at such address as is provided by each Permitted Garage Mortgagee in writing to the City from time to time. The City shall send notices to the Permitted Garage Mortgagees in the same manner in which the City sends notices to Operator under this Lease.

(C) Opportunity to Cure Operator's Default. Notwithstanding anything in Section 12 (*Default; Remedies*) below to the contrary, the City shall delay exercising any right the City may have pursuant to Section 12(B) to terminate the Lease in order to permit each Permitted Garage Mortgagee a reasonable opportunity to cure Operator's default in accordance with the following:

- (i) If the Permitted Garage Mortgagee (a) does not notify the City in writing within 60 days after receiving a copy of the notice of default that such Permitted Garage Mortgagee intends to cure the default or (b) the Permitted Mortgagee does not in fact commence to cure the default within such 60-day period, whether by way of instituting foreclosure proceedings or otherwise, then the City shall be free to exercise its right to terminate this Lease by reason of Operator's default; or
- (ii) If the Permitted Garage Mortgagee (a) does notify the City in writing within 60 days after receiving a copy of the notice of default that such Permitted Garage Mortgagee intends to cure the default and (b) the Permitted Mortgagee does in fact commence to cure the default within such 60-day period, whether by way of instituting foreclosure proceedings or otherwise, but (c) it fails to completely cure the default to the City's reasonable satisfaction within 180 days after (i), in the event that the subject default is under Section 12(A)(iii), the Operator being deemed in default pursuant to Section 12(A)(iii) and the Permitted Garage Mortgagee's receipt of notice

of such default or (ii), in all other cases, the Permitted Garage Mortgagee's receipt of a copy of the notice of default, then the City shall be free to exercise its right to terminate this Lease by reason of Operator's default; or

- (iii) If Operator's default is under Section 12(A)(iv), Permitted Garage Mortgagee may assume this Lease by providing written notice thereof to the City.

Notwithstanding anything herein to the contrary, the Permitted Garage Mortgagee's rights hereunder shall run concurrently with any cure rights by the Operator acting on behalf of the City under the REA's, such that the Permitted Garage Mortgagee shall not have any extended cure periods beyond those provided for in the REAs for violations or defaults on REA terms. Nothing in this Lease shall be construed as requiring any Permitted Garage Mortgagee to cure defaults of Operator under this Lease. The Operator and the City agree that if Operator's default is under Section 12(A)(iii), the Operator's failure to object to the City's basis for default or the court entering a Declaratory Judgement that Operator is in default shall immediately grant possession, as lessee under this Lease, of the applicable Garages to the Permitted Garage Mortgagee so that it may commence to cure such default in accordance with the terms of Section 9(C)(ii). If the nature of the default is such that the Permitted Garage Mortgagee determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City's prior written approval and shall perform such work in accordance with all terms and conditions of this Lease.

(D) Operator's Default under Permitted Mortgages; City's Right to Terminate Lease Early. If Operator receives a notice of default from any Permitted Mortgagee, Operator shall promptly send a copy of each such notice to the City. If, as a result of Operator's default under a Permitted Mortgage, the Permitted Mortgagee exercises any right that it may have under the Permitted Mortgage to institute foreclosure proceedings or otherwise effectuate a transfer of Operator's leasehold estates to the Permitted Mortgagee, a purchaser at foreclosure, or other transferee, the City shall have the right, in its sole discretion, to terminate this Lease at any time, either before or after any transfer, by (i) giving to each Permitted Mortgagee and Operator no less than ninety (90) days prior written notice and (ii) by paying to each Permitted Mortgagee an amount equal to the then outstanding principal of and accrued interest on the Bonds or Subordinate Loans, including accrued interest thereon from a default interest rate of up to a maximum increase of 4%, if applicable, but excluding all other penalties, late charges, and interest thereon, with Operator being responsible for paying any further balance owed to each Permitted Mortgagee and any and all other indebtedness of Operator allocable to the Garage. Any such payment by the City shall first be applied to any past due amounts and interest accrued thereon. At the time of termination, all funds then maintained in the reserves and funds set forth in this Lease shall be applied towards repayment of outstanding principal of and accrued interest on the Bonds and Subordinate Loans, in accordance with each Permitted Mortgagee's interest therein. Upon such termination, the parties agree to take such actions as may be necessary to enable the City to pay the foregoing amounts using tax-exempt municipal bonds. Further, any transferee of Operator's leasehold estate under this Lease shall deliver to the City, within thirty (30) days of any transfer, an instrument evidencing the transferee's express assumption of the Operator's obligations and liabilities under this Lease. Operator shall reimburse the City for any and all out-of-pocket costs incurred by the City in connection with any such mortgage foreclosure or transfer.

(E) Subordination of City's Rights of Distraint with Respect to Operator's Personal Property. Notwithstanding any existing or future statute, law or rule of law to the contrary, the City hereby agrees that any rights of distraint arising in favor of the City under this Lease to machinery, equipment, apparatus, appliances, goods, chattels and any other personal property located at the Garage and belonging to Operator shall be subject and subordinate to the rights of any holder of a Permitted Garage Mortgage. Although the foregoing subordination shall be self-operative without the necessity for any further instrument or document, the City hereby agrees, upon written request from Operator, to furnish written confirmation thereof to Operator and any vendor, supplier, holder of a security interest in Operator's property, or any other third party designated by Operator.

(F) City's Transfer of its Interest in the Garage; Operator's Purchase Option. The City shall not have the right to sell or otherwise dispose of the Garage during the Term of this Lease without the express written consent of the Operator. At the expiration of the Term, the Operator has the right to purchase the Garage from the City for \$100.00. Operator shall provide notice of its intent to purchase the Garage not less than ninety (90) days prior to the Termination Date. If such notice is not provided to the City not less than ninety (90) days prior to the Termination Date, then the City may provide a notice to Operator that no notice of Operator's intent to purchase the Garage has been received by the City. If the Operator fails to provide a notice of its intent to purchase the Garage within ten (10) days after receipt of the City's aforementioned notice, then Operator's above described right to purchase the Garage shall be forfeited. Upon exercise by the Operator to purchase the Lessor's interest in the Garage and upon payment of all amounts payable by the Operator in connection therewith, the City will deliver, or cause to be delivered, to the Lessee such quit-claim deeds, bills of sale, instruments and other documents conveying to the Operator all of the City's interests in the Garage. No further action of the Council of the City shall be required to authorize or to effect the conveyance contemplated in this Section, and any officer or officers of the City are authorized and directed hereby to execute and deliver any instruments and documents necessary or advisable to effect the conveyance.

10. INSURANCE; INDEMNITY.

(A) Insurance. From and after the Effective Date, Operator shall maintain, or cause to be maintained by its third-party management company, the following insurance:

i. special peril (formerly known as "all-risk") full replacement cost property insurance on the Garage, naming the City and Operator as their interests may appear;

ii. property insurance on any and all personal property of Operator from time to time located at the Garage in the amount of the full replacement cost thereof;

iii. garage liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Garage in an amount not less than Three Million Dollars (\$3,000,000) per accident, combined single limit, and garagekeepers' insurance written on a direct primary basis in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) for loss in any one event, or such additional amounts as the City or its insurance or risk advisors may determine from time to time to be customary for similar-sized parking facilities in the Central Business District of Cincinnati, together with umbrella liability insurance in the amount of not less than \$10,000,000, naming the City as an additional insured;

iv. workers' compensation insurance as required by law; and

v. such other policies or additional amounts of insurance as may be required under any and all Permitted Garage Mortgages (such other policy requirements and additional amounts of insurance in excess of the policies and amounts herein stated shall control over the above requirements).

(B) Policy Requirements. Operator's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least 30 days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. Prior to each Commencement Date, and annually thereafter with the Operating Report, Operator shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Operator hereunder.

(C) Waiver of Subrogation. Operator hereby waives all claims and rights of recovery, and on behalf of Operator's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Lease to be maintained by Operator, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Operator shall at all times protect itself against

such loss or damage by maintaining adequate insurance. Operator shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Operator or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Operator. Operator shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("**Indemnified Parties**") harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Operator, its agents, employees, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Operator in connection with Operator's activities at or with respect to any of the Garage or in connection with any breach by Operator under this Lease.

11. CASUALTY; EMINENT DOMAIN. If the Garage is damaged or destroyed by fire or other casualty, or if any portion of the Garage is taken by exercise of eminent domain (federal, state or local), Operator shall repair and restore the Garage, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Garage was in immediately prior to such occurrence. The City and Operator shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If insurance proceeds under Operator's insurance policies are paid to the City as the owner of the Garage, the City shall promptly turn over all such proceeds to Operator. If the proceeds are insufficient to fully repair and restore the Garage, the City shall not be required to make up the deficiency. Operator shall handle all construction/reconstruction and repair. Operator shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Garage is being repaired or restored.

12. DEFAULT; REMEDIES.

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

i. Operator fails to pay any sum payable to the City hereunder when due, and such failure to pay continues for longer than 30 days after Operator receives written notice thereof from the City;

ii. Operator fails to perform or observe any covenant, term, or condition contained in Section 7(E) of this Lease, and such failure continues for longer than 30 days after Operator receives written notice thereof from the City, or if such failure is not reasonably susceptible of being cured within such 30 day period, an event of default shall not be deemed to have occurred if Operator commences to cure such failure within such 30 day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Operator receives written notice of the default from the City;

iii. Operator fails to perform or observe any other covenant, term, or condition contained in this Lease, and (a) if such failure is reasonably susceptible to being cured within thirty (30) days, Operator fails to cure such failure within thirty (30) days of Operator receiving written notice of such failure from the City; or (b) if such failure is not reasonably susceptible to being cured within such 30 day period, Operator fails (i) to commence to cure such failure within such 30 day period or (ii) thereafter fails to diligently pursue such cure to completion and actually completes such cure within ninety (90) days of Operator receiving written notice of such failure from the City; or (c) if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, Operator fails to take corrective action immediately upon discovering such dangerous condition or emergency. The foregoing notwithstanding, if under this Section 12(A)(iii) the applicable period for Operator to cure has expired, before the City shall have any rights set forth herein due to Operator's default, the City shall provide a second written notice upon expiration of the cure period to the Operator stating why Operator is in default. Operator shall have five (5) days to object in writing to the City's stated basis for default. If Operator does not object, it shall be deemed in default under this provision. If Operator provides an objection, Operator and the City shall work together in good faith to resolve the dispute. If they cannot resolve the dispute in fifteen (15) days, then the City may file for a Declaratory Judgment that Operator is in default in the Hamilton County Court of Common Pleas. If the court issues a Declaratory Judgment finding a default, then Operator shall

be deemed in default under this provision, but the parties acknowledge that any Permitted Garage Mortgagee shall be provided an opportunity to take possession of the Garage as lessee under this Lease and cure such default as provided in Section 9 above; and

iv. The commencement of levy, execution or attachment proceedings against Operator, any principal (which shall be defined as any individual or entity having an ownership interest in Operator of more than 25%) or partner of Operator, or any of the assets of Operator, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Operator or any principal or partner of Operator; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Operator or any principal or partner of Operator; or the commencement of a case by or against Operator or any principal or partner of Operator under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).

v. Any other provisions of this Section 12(A) notwithstanding, in the event that any act or omission of Operator, as required by Section 7(J) above, results in a default of the City or Garage Owner under the REAs described in said Section 7(J) after any applicable notice and cure periods, such act or omission shall be considered an immediate default of Operator under this Lease, unless Operator has contested such alleged default in good faith and is pursuing the City's and/or Garage Owner's rights under the REAs.

(B) Remedies.

- i. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period (if any) provided for under Section 12(A)(i-iii) above, the City may be entitled to terminate this Lease by providing written notice of such termination to Operator and the City may take possession of the Garage upon delivery of such notice, or the City may 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 Operator, and may exercise any and all other rights and remedies under this Lease or available at law or in equity, including without limitation pursuing an action for specific performance, subject to the terms of Sections 9(A-D) above.

In the event of any default under Section 12(A)(iv) above due to acts or omissions of Operator, the City shall be entitled to terminate this Lease effective immediately upon written notice to the Operator and entitle the City to possession of the Garage. Termination or repossession under this Section 12(B)(ii) shall not be subject to any terms of Sections 9(A-D) as the same relate to any cure period for Operator or the Permitted Mortgagees.

All such rights and remedies under this Section 12(B) being cumulative. Operator shall be liable for all costs and damages, including without limitation legal fees, suffered or incurred by the City as a result of a default of Operator under this Lease or the City's enforcement or termination of this Lease. Operator shall pay all such costs and damages within 30 days after receiving documentation from the City of the amount due. The failure of the City 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. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(C) Rights of Permitted Garage Mortgagees. Notwithstanding the City's termination rights provided for in Section 12(B) above, prior to exercising such termination rights the City shall provide each Permitted Garage Mortgagee with notice and an opportunity to cure as described in Section 9 above.

13. ASSIGNMENT AND SUBLETTING.

(A) Assignment. Operator acknowledges that the City is entering into this transaction because of the City's confidence that Operator has the financial backing, business experience and community support that are necessary to carry out the operation of the Garage in accordance with the provisions of this Lease throughout the entire Term. Operator acknowledges that the City shall not be expected to consent to a proposed assignment by Operator of its interests under this Lease to any person or entity in whom the City does not have similar confidence. Any attempt by Operator to assign or otherwise transfer its interests under this Lease to a third party without the City's prior written consent (such consent not to be unreasonably withheld or delayed) shall be null and void and shall, at the option of the City, constitute a default of Operator under this Lease. The foregoing notwithstanding, if (i) Operator transfers its interests under this Lease to an affiliate of Operator, (ii) if Operator enters into a sublease with an independent parking operator pursuant to Section 7(H), or (iii) if Operator's interests are transferred to a Permitted Garage Mortgagee or other successor tenant under Section 9(D) hereof, such transfer shall not constitute a prohibited assignment for purposes of this section so long as Operator provides the City with at least 60 days' prior written notice of any transfer under clause (i) and enters into such clerical assignment or amendment documents as may be deemed reasonably necessary or appropriate by the City in connection with a transfer under (i) to effect the requisite changes in this Lease in connection therewith. As used in the preceding sentence, an "affiliate" of Operator means an entity that controls, or is controlled by, or is under common control with, Operator. For purposes hereof "control" shall mean the power, exercisable jointly or severally, to manage and direct the business and affairs of a party through the ownership of more than fifty percent (50%) of membership or partnership interests, corporate stock and/or voting rights. No assignment or sublease by Operator of its rights or obligations under this Lease to any third party shall relieve Operator from any liability to the City under this Lease.

(B) Assignment to Subsidiaries. Operator intends to operate the Garage in a separate legal entity, each of which shall be a wholly owned subsidiary of Operator, as set forth in Exhibit A. City expressly consents to such operation and Operator's assignment of its right and obligations to its applicable subsidiaries.

(C) Consent to Collateral Assignment. After the Effective Date, Operator may collaterally assign, transfer, and convey to a trustee (the "Trustee") all of Operator's right, title, and interest in this Lease to secure the Garage Debt. City acknowledges and agrees to such collateral assignment, transfer, and conveyance to the Trustee. Any exercise of rights by the Trustee, including any transfer, shall not be deemed a prohibited assignment.

14. ESTOPPEL CERTIFICATES. Within thirty (30) days after written request from the other party (or, with respect to certificates from the City, within such longer period of time as may be reasonably needed in order to conduct requisite due diligence and obtain all required governmental authorizations and signatures), each party shall execute and deliver to the requesting party an estoppel certificate (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) stating, to the best of such party's knowledge, whether or not the requesting party is in default under this Lease, and, if so, specifying the nature of such default, and (iii) covering such other matters pertaining to this Lease as the requesting party may reasonably request.

15. SURRENDER; HOLDOVER.

(A) Surrender. On the Termination Date, Operator shall (i) surrender the Garage to the City in good condition and repair, reasonable wear and tear excepted, and free and clear of all mortgages and other monetary liens. On or before the Termination Date, Operator shall remove all of Operator's personal property, and any property not so removed shall be deemed abandoned. Operator

shall not remove any signs, trade fixtures, ordinary fixtures or equipment used in connection with the Garage unless the City approves of such removal in writing. Operator shall promptly repair any and all damage to the Garage caused by its removal of any items under this paragraph. Upon expiration or termination of this Lease, Operator shall first use the Sinking Fund and Parking Program Fund for the repayment of Garage Debt, then, shall transfer an amount equal to one year's operating expenses, which shall be calculated by taking the average annual operating expenses of the Garage for the five years prior to the Termination Date, to the City, and then Operator shall retain the balance.

(B) Holdover. If Operator fails to surrender possession of the Garage to the City on the Termination Date, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein, but terminable by the City at any time by giving written notice thereof to Operator. Operator shall be liable for all costs and damages suffered or incurred by the City as a result of Operator's holding over.

(C) Documents to be Delivered to City. On each Termination Date, Operator shall deliver to the City originals of all books and records, unpaid invoices, operating manuals, contracts with third parties, warranty information, and all other written materials and documents that are in Operator's possession or under Operator's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Garage.

Notwithstanding the foregoing, the provisions of this Section 15 shall not apply if Operator exercises its option to purchase the Garage at the expiration of the Term in accordance with Section 9(F) above.

16. NOTICES. All notices required to be given to any party under this Lease shall be in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a nationally recognized overnight courier service, to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:
City of Cincinnati
Attn: Director of Comm. & Econ. Dev.
805 Central Ave. Suite 700
Cincinnati, OH

To Operator:
Whex Garage LLC
1203 Walnut Street, 4th Floor
Cincinnati, Ohio 45202
Attention: Legal & CEO

If Operator sends a notice to the City alleging that the City is in breach of this Lease, Operator shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

Whenever approval is required by the City hereunder, the City agrees to use best efforts to provide such approval or provide written objection to such approval within 45 business days of the City's receipt of Operator's request for approval pursuant to this Lease.

17. GENERAL PROVISIONS.

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

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

(C) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Lease shall be

brought in the Hamilton County Court of Common Pleas, and Operator agrees that venue in such court is proper. Operator hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

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

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

(G) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's office. At the request of either party, the parties shall execute a memorandum of lease for recording purposes in substantially the form attached hereto as Exhibit B (*Form of Memorandum of Lease*).

(H) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Lease.

(I) No Third-Party Beneficiaries. The parties hereby agree that, except for the rights of Permitted Garage Mortgagees under Section 9 (*Permitted Leasehold Mortgages*) hereof, no third-party beneficiary rights are intended to be created by this Lease.

(J) No Brokers. The City and Operator represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. The City and Operator each represents to the other that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease have been duly authorized by all necessary actions on the part of the performing party.

(M) Parking Technology. The Garage shall incorporate the following technology: (i) real-time data tracking regarding total parking space capacity, available to the City for publication online and compatible with other City garage inventory tracking systems, and which may include electronic signage at one or more entrances, as deemed appropriate by DCED, indicating available parking, and (ii) a ticketing and payment system compatible with leading enterprise software providers including specifications such as public application program interface (API), open data, and open source code. Operator agrees to cooperate in good faith with DCED in incorporating other parking technology in the Garage from time to time.

(N) Exhibits. The following exhibits are attached here and made a part hereof:

Exhibit A – *List of Garages with Applicable Legal Descriptions*
Exhibit B - *Form of Memorandum of Lease*

This Lease and Management Agreement is executed by the parties on the dates indicated below their respective signatures, effective as of _____, 2026 (the "Effective Date").

CITY OF CINCINNATI

Whex Garage LLC

By: _____
Sheryl Long, City Manager

By: _____

Date: _____, 2026

Printed name: _____

Title: _____

Date: _____, 2026

Recommended By:

Markiea Carter, Director
Department of Community and Economic Development

Approved as to Form:

Assistant City Solicitor

Certified Date: _____
Fund/Code: _____
Amount: _____
By: _____
Steve Webb, City Finance Director

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Sheryl Long, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of Whex Garage LLC, an Ohio nonprofit limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

EXHIBIT A
to
Lease and Management Agreement

GARAGE

1. Whex Garage

- (A) **Operator Entity:** Whex Garage LLC
- (B) **Commencement Date:** the Commencement Date shall be the same date as the Effective Date
- (C) **Termination Date:** The date which is Seventy-Five (75) years after the Commencement Date
- (D) **Renewal Period Dates:** Two (2) successive renewal periods of ten (10) years each (each, a "Renewal Period"). To exercise a renewal option for a Garage, the Operator must give the City written notice thereof no less than twelve (12) months (but no sooner than 18 months) prior to the date of the initial Termination Date (or, if applicable, the end of the first Renewal Period).
- (E) **Completion Date (per Purchase Funding and Development Agreement):** not later than October 31, 2026
- (F) **Tax-Exemption Status:** Structure Exempt
- (G) **Principal amount of Bonds:** \$13,200,000.00
- (H) **Subordinate Secured Debt:** [\$10,578,470.00]
- (I) **Legal Description of Garage Parcel:**

Situated in Section 18, Town 4, Fractional Range 1, between the Miamis, Cincinnati Township, the City of Cincinnati, Hamilton County, Ohio and being Lot 1 of Whex Garage Subdivision, Section one as recorded in Plat Book ____, Page ____, of the Hamilton County Recorder's Office.

EXHIBIT B
to
Lease and Management Agreement

Form of Memorandum of Lease

SEE ATTACHED

----- space above for recorder -----

MEMORANDUM OF LEASE
(Whex Garage LLC)

This Memorandum of Lease is executed by the **CITY OF CINCINNATI**, an Ohio municipal corporation, having an address of 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and **WHEX GARAGE LLC**, an Ohio nonprofit limited liability company (being a wholly-owned subsidiary of Cincinnati Center City Development Corporation, commonly known as 3CDC), having an address of 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Operator**”).

1. The City and Whex Garage LLC (“**Tenant**”) are parties to a certain *Lease and Management Agreement* dated [____], relating to certain real estate and the public parking garage, as more particularly described in the attached Exhibit A (the “**Garage**”), which was evidenced by a Memorandum of Lease filed on [____], and recorded in OR Book [____], Page [____], of the Hamilton County Records (the “**Lease**”).
2. Pursuant to the Lease, the City has leased the Garage to Operator commencing on [April, 1 2026] (defined therein as the Commencement Date) through, unless extended, [April, 1, 2100] (defined therein as the Termination Date), as set forth on Exhibit A of the Lease. Operator has two (2) successive 10-year renewal options as described in the Lease.
3. This Memorandum of Lease is executed solely for recording purposes, and nothing herein shall be deemed as modifying any of the terms or conditions of the Lease.

[signature page(s) follow]

Executed by the parties on the dates of their respective signatures.

CITY OF CINCINNATI

WHEX GARAGE LLC

By: _____
Sheryl Long, City Manager

By: _____

Date: _____, 2026

Printed name: _____

Title: _____

Date: _____, 2026

Recommended By:

Markiea Carter, Director
Department of Community and Economic Development

Approved as to Form:

Assistant City Solicitor

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Sheryl Long, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of Whex Garage LLC, an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

This instrument prepared by:

Caitlin Graham Felvus
Cincinnati Center City Development Corporation
1203 Walnut St. 4th Floor
Cincinnati, OH 45202

Exhibit A
To Memorandum of Lease

Legal Description

Situated in Section 18, Town 4, Fractional Range 1, between the Miamis, Cincinnati Township, the City of Cincinnati, Hamilton County, Ohio and being Lot 1 of Whex Garage Subdivision, Section one as recorded in Plat Book ____, Page ____, of the Hamilton County Recorder's Office.

Exhibit H
to Purchase, Funding, and Development Agreement

Additional Requirements

Developer and Developer's general contractor 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 (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information with Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the “**Construction Workforce Goals**”).

As used herein, the following terms shall have the following meanings:

(a) “**Best Efforts**” means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) “**Minority Person**” means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) “**Black**” means a person having origin in the black racial group of Africa.

(d) “**Asian or Pacific Islander**” means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) “**Hispanic**” means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) “**American Indian**” or “**Alaskan Native**” means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City’s construction of public improvements to specifically benefit the Project, or the City’s sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor’s meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor’s meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract”

as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) “Read Aloud in a Public Forum” means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor 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 for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor 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 the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use 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

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) 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.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with 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 Developer 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.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance

of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

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

(Q) Use of Nonfranchised Commercial Waste Haulers Prohibited. The City requires that persons providing commercial waste collection services (as that term is defined under CMC Chapter 730) within the City of Cincinnati obtain a franchise, and the City maintains a list of franchised commercial waste haulers. Developer is prohibited from using or hiring (or causing to be used or hired) a nonfranchised commercial waste hauler to provide commercial waste collection services in connection with the performance of this Agreement, and Developer is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513)352-3200.

Addendum I to Additional Requirements Exhibit

City's Prevailing Wage Determination

TO BE ATTACHED

May 13, 2026

To: Mayor and Members of City Council

202601550

From: Sheryl M.M. Long, City Manager

Subject: Ordinance Quitclaim of Water Main Easement Silverton E127-Q

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a plat entitled Waterline Easement Vacation Plat Quitclaim E127-Q for Easement E127-WSL 1729 to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in an upon certain real property located in Section 13, Town 4, E.R. 1 M.P. and Section 18, Town 4, F.R. 2, in the Village of Silverton, Hamilton County, Ohio.

The above-referenced Vacation Plat is being executed by the City of Cincinnati to release and quitclaim a portion of the City's rights and interests in a public utility easement for a water main and associated appurtenances, per the petition of AG47 Residential II, LLC, an Ohio limited liability company, the owner of the subject property. The Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer. The City Manager has determined, upon consultation with Greater Cincinnati Water Works, that the portion of the requested easement is no longer used by Greater Cincinnati Water Works or needed for any municipal purposes, and recommends its release.

The Administration recommends passage of this Ordinance.

cc: Andrea Yang, Executive Director, Greater Cincinnati Water Works

City of Cincinnati

DMZ

EESW
-2026

An Ordinance No. _____

AUTHORIZING the City Manager to execute a plat entitled Waterline Easement Vacation Plat Quitclaim E127-Q for Easement E127-WSL 1729 to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in an upon certain real property located in Section 13, Town 4, E.R. 1 M.P. and Section 18, Town 4, F.R. 2, in the Village of Silverton, Hamilton County, Ohio;

WHEREAS, the City of Cincinnati is the holder of a public utility easement for a water main and associated appurtenances as recorded in Deed Book 3451, PG 641, Hamilton County, Ohio Recorder's Office (the "Easement") in and upon certain real property designated as Hamilton County, Ohio Auditor's Parcel No. 0602-0003-0264 (the "Property"); and

WHEREAS, the owner of the Property, AG47 Residential II, LLC, an Ohio limited liability company ("Petitioner"), has petitioned for the City to release and quitclaim its rights and interests in a portion of the Easement, as depicted on a plat entitled Waterline Easement Vacation Plat Quitclaim E127-Q for Easement E127-WSL 1729 attached to this ordinance as Attachment A and incorporated herein by reference (the "Vacation Plat"); and

WHEREAS, the City Manager, upon consultation with Greater Cincinnati Water Works ("GCWW"), has determined that the portion of the Easement requested by Petitioner to be released is no longer used by GCWW or needed for any municipal purposes and therefore recommends the release of the same; and

WHEREAS, the Vacation Plat has been examined and approved as to its technical features by the GCWW Chief Engineer, who has found it to be correct; 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 the plat entitled Waterline Easement Vacation Plat Quitclaim E127-Q for Easement E127-WSL 1729, attached to this ordinance as Attachment A and incorporated herein by reference, to release and quitclaim a portion of a public utility easement granted to the City of Cincinnati in and upon certain real property designated as Hamilton County, Ohio Auditor's Parcel No. 0602-0003-0264, for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances (the "Easement").

Section 2. That the Easement is no longer used by GCWW and is not needed for any other municipal purpose.

Section 3. That the City Manager and other City Officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance including, without limitation, executing any and all ancillary agreements, plats and other documents.

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

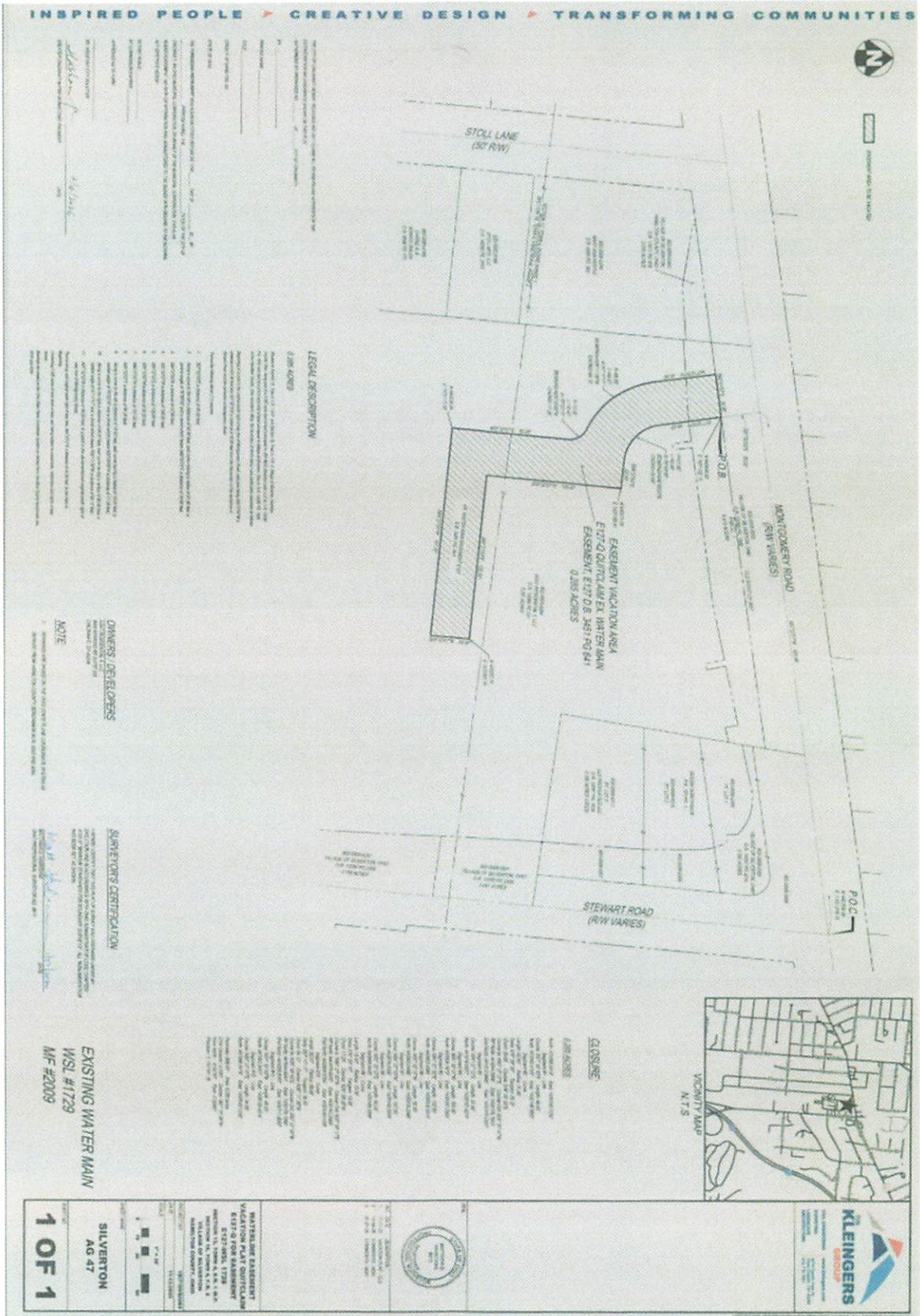
Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

ATTACHMENT A



May 13, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601551

Subject: Emergency Ordinance – DOTE: Various Grant Applications

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for various grants of up to \$6,000,000 per application from the Metro Transit Infrastructure Fund (“MTIF”) program as awarded by the Southwest Ohio Regional Transit Authority (“SORTA”), the Municipal Road Fund (“MRF”) program awarded by Hamilton County, the State Capital Improvement Program (“SCIP”), Local Transportation Improvement Program (“LTIP”), and Revolving Loan Program (“RLP”) grants awarded by the Ohio Public Works Commission (“OPWC”), and the Surface Transportation Block Grants (“STBG”), Congestion Mitigation/Air Quality (“CMAQ”) grants, Transportation Alternatives (“TA”) grants, and STBG Repaving program grants awarded by the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”) (ALN 20.205), to fund various City road, bridge, pedestrian, and bicycle construction projects identified in Attachment A.

Approval of this Emergency Ordinance authorizes the City Manager to apply for various grants, all to fund various Department of Transportation and Engineering (DOTE) projects. DOTE identified the attached list of projects for potential grant funding, although the list is subject to change, and DOTE may apply for resources for projects not included in the attachment.

Since the first grant application deadline is May 29, 2026, the City may have already applied for grants, but no grant funds will be accepted without approval by the City Council.

Depending on the terms of the grant award for each project, local matching resources may be required and will be identified in future capital improvement program project funding. There are no new FTEs/full time equivalents associated with these grants.

The implementation of various road, bridge, pedestrian, and bicycle construction projects is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design and implement a safe and sustainable transportation system” as described on pages 129-137 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to apply for the grant resources in relation to established application deadlines.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment



EMERGENCY

AEP

- 2026

AUTHORIZING the City Manager to apply for various grants of up to \$6,000,000 per application from the Metro Transit Infrastructure Fund (“MTIF”) program as awarded by the Southwest Ohio Regional Transit Authority (“SORTA”), the Municipal Road Fund (“MRF”) program awarded by Hamilton County, the State Capital Improvement Program (“SCIP”), Local Transportation Improvement Program (“LTIP”), and Revolving Loan Program (“RLP”) grants awarded by the Ohio Public Works Commission (“OPWC”), and the Surface Transportation Block Grants (“STBG”), Congestion Mitigation/Air Quality (“CMAQ”) grants, Transportation Alternatives (“TA”) grants, and STBG Repaving program grants awarded by the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”) (ALN 20.205), to fund various City road, bridge, pedestrian, and bicycle construction projects identified in Attachment A.

WHEREAS, the Department of Transportation and Engineering has identified projects for potential grant funding as listed in Attachment A, although the list is subject to change and the City may apply for resources for projects not included in the attachment; and

WHEREAS, the first grant application deadline is May 29, 2026, and the City may have already applied for one or more of the grants by that date, but no grant funds will be accepted from any source without approval by Council; and

WHEREAS, depending on the terms of the grant award for each project, local matching resources may be required and will be identified in future capital project funding; and

WHEREAS, there are no new FTEs/full time equivalents associated with any of these grants; and

WHEREAS, the implementation of various road, bridge, pedestrian, and bicycle construction projects is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design and implement a safe and sustainable transportation system” as described on pages 129-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for various grants of up to \$6,000,000 per application from the Metro Transit Infrastructure Fund (“MTIF”) program as awarded by the Southwest Ohio Regional Transit Authority (“SORTA”), the Municipal Road Fund (“MRF”) program awarded by Hamilton County, the State Capital Improvement Program (“SCIP”), Local Transportation Improvement Program (“LTIP”), and Revolving Loan Program (“RLP”) grants

awarded by the Ohio Public Works Commission (“OPWC”), and the Surface Transportation Block Grants (“STBG”), Congestion Mitigation/Air Quality (“CMAQ”) grants, Transportation Alternatives (“TA”) grants, and STBG Repaving program grants awarded by the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”) (ALN 20.205), to fund various City road, bridge, pedestrian, and bicycle construction projects identified in Attachment A.

Section 2. That the proper City officials are authorized to take all necessary actions to carry out the terms of the grants and Section 1.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to apply for the grant resources in relation to established application deadlines.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

Attachment A
DOTE Potential Project List

Projects	Matching Funds
Plum Street Improvements	Future City Capital & OKI STBG/CMAQ
2 nd & 3 rd Steet Crosswalks	Future City Capital
East 6th Street Rehabilitation	Future City Capital
Faraday Road Improvements	Future City Capital
W North Bend Road Rehabilitation	Future City Capital
Victory Parkway Improvements (Taft to Gilbert)	Future City Capital & OKI STBG/CMAQ
Gilbert Avenue Improvements (MLK to Woodburn)	Future City Capital & OKI STBG/CMAQ
Evans Street Improvements	Future City Capital
Eggleston Avenue Rehabilitation	Future City Capital & OKI Repaving
Twain Street Improvements	Future City Capital
Duck Creek Sidewalk	Future City Capital & ODOT Safety
Purcell Sidewalk	Future City Capital & OKI TA
Reading & Asmann Improvements	Future City Capital & OKI TA
CTCS Columbia Tusculum	Future City Capital
Red Bank Shared Use Path	Future City Capital & State Grant Funding
Anthony Wayne Rehabilitation	Future City Capital
RAISE State to Central	Future City Capital & Federal RAISE Grant
Banks Audible Pedestrian Signals	Future City Capital & ODOT Safety
Artist Alley Reconstruction	Future City Capital
Lick Run Connector	Future City Capital & OKI STBG/CMAQ
Western Hills Viaduct	Future City Capital & Various Other Grants
Baltimore Landslide	Future City Capital
Glenway Ave Landslide	Future City Capital
Highland Ave Landslide	Future City Capital
Court Street Bike Facility	Future City Capital & State Grant Funding
Queen City Avenue Rehabilitation	Future City Capital

May 13, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601552

Subject: **Emergency Ordinance – ETS: “Then and Now” Payment to B2GNow**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$133,200.79 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to AskReply, Inc. dba B2Gnow for the annual subscription fee for the B2Gnow and LCPtracker compliance management tracking system for the period of July 1, 2025, through June 30, 2026, the end of the license term, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance will authorize the payment of \$133,200.79 to AskReply, Inc. dba B2Gnow (“Contractor”) for outstanding charges related to the annual subscription fee for the B2Gnow and LCPtracker compliance management tracking system for the period of July 1, 2025, through June 30, 2026, to be paid from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 pursuant to the attached then and now certificate from the Director of Finance.

On July 1, 2024, the City entered into a two-year agreement with AskReply, Inc. dba B2Gnow for access to the B2Gnow and LCPtracker compliance management tracking system.

The City paid the subscription fee for the first year of the contract, but no funds were encumbered for the second annual subscription fee prior to the start of the second year of the agreement, which began on July 1, 2025.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance has issued a Then and Now Certificate, attached to this Emergency Ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the contract began and at the time the certificate was issued.

The reason for the emergency is the immediate need to pay Contractor for the outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachments

EMERGENCY

MSS

-2026

AUTHORIZING the payment of \$133,200.79 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to AskReply, Inc. dba B2Gnow for the annual subscription fee for the B2Gnow and LCPtracker compliance management tracking system for the period of July 1, 2025, through June 30, 2026, the end of the license term, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, On July 1, 2024, the City entered into a two-year agreement with AskReply, Inc. dba B2Gnow (“Contractor”) for access to the B2Gnow and LCPtracker compliance management tracking system; and

WHEREAS, the City timely paid the subscription fee for the first year of the agreement, but no funds were encumbered for the second annual subscription fee prior to the second year of the agreement, which began on July 1, 2025; and

WHEREAS, pursuant to the terms of the agreement, Contractor continued and continues to provide access to the B2Gnow and LCPtracker compliance management system during the second year of the contract; and

WHEREAS, Contractor has invoiced the City \$133,200.79 for the subscription fees due for the second year of the contract; and

WHEREAS, pursuant to Ohio Revised Code 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this ordinance, verifying that a sufficient sum was appropriated and in the City Treasury to pay such charges under the agreement both at the time the services were authorized and at the time the attached certificate was issued; and

WHEREAS, Council desires to pay Contractor for the City’s outstanding obligation of \$133,200.79, for the second year of subscription services that Contractor has provided to the City from July 1, 2025, which Contractor will continue to provide through June 30, 2026; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$133,200.79 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to AskReply, Inc. dba B2Gnow (“Contractor”) for the B2Gnow

and LCPtracker compliance management tracking system for the period of July 1, 2025, through June 30, 2026, the end of the license term, pursuant to the attached then and now certificate from the Director of Finance.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Contractor for the outstanding charges in a timely manner.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

Attachment A
DOTE Potential Project List

Projects	Matching Funds
Plum Street Improvements	Future City Capital & OKI STBG/CMAQ
2 nd & 3 rd Steet Crosswalks	Future City Capital
East 6th Street Rehabilitation	Future City Capital
Faraday Road Improvements	Future City Capital
W North Bend Road Rehabilitation	Future City Capital
Victory Parkway Improvements (Taft to Gilbert)	Future City Capital & OKI STBG/CMAQ
Gilbert Avenue Improvements (MLK to Woodburn)	Future City Capital & OKI STBG/CMAQ
Evans Street Improvements	Future City Capital
Eggleston Avenue Rehabilitation	Future City Capital & OKI Repaving
Twain Street Improvements	Future City Capital
Duck Creek Sidewalk	Future City Capital & ODOT Safety
Purcell Sidewalk	Future City Capital & OKI TA
Reading & Asmann Improvements	Future City Capital & OKI TA
CTCS Columbia Tusculum	Future City Capital
Red Bank Shared Use Path	Future City Capital & State Grant Funding
Anthony Wayne Rehabilitation	Future City Capital
RAISE State to Central	Future City Capital & Federal RAISE Grant
Banks Audible Pedestrian Signals	Future City Capital & ODOT Safety
Artist Alley Reconstruction	Future City Capital
Lick Run Connector	Future City Capital & OKI STBG/CMAQ
Western Hills Viaduct	Future City Capital & Various Other Grants
Baltimore Landslide	Future City Capital
Glenway Ave Landslide	Future City Capital
Highland Ave Landslide	Future City Capital
Court Street Bike Facility	Future City Capital & State Grant Funding
Queen City Avenue Rehabilitation	Future City Capital

May 13, 2026

To: Mayor and Members of Council

202601553

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2025 Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$300,000 from the United States Department of Justice, Bureau of Justice Assistance, FY 2025 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (ALN 16.738) to support expansion of the Cincinnati Police Department Crime Gun Intelligence Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25CGIC.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$300,000 from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA), FY 2025 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (ALN 16.738) to support expansion of the Cincinnati Police Department Crime Gun Intelligence Center. This Ordinance further authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25CGIC.

A grant of up to \$300,000 is available from the United States Department of Justice, Bureau of Justice Assistance, FY 2025 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (ALN 16.738) to support the Cincinnati Police Department (CPD) Crime Gun Intelligence Center (CGIC). The grant funds will be used by CPD to purchase software and equipment to enhance CGIC's operational effectiveness and to partner with a researcher to evaluate and improve investigations, gun crime clearance rates and prosecutions.

The grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant.

The City has already applied for this grant to comply with an application deadline of April 8, 2026, but no funds will be accepted without approval by the City Council.

Expanding the Crime Gun Intelligence Center is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$300,000 from the U.S. Department of Justice, Bureau of Justice Assistance, FY 2025 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (ALN 16.738) to support expansion of the Cincinnati Police Department Crime Gun Intelligence Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25CGIC.

WHEREAS, a grant of up to \$300,000 is available from the U.S. Department of Justice, Bureau of Justice Assistance, FY 2025 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (ALN 16.738) to support the Cincinnati Police Department (“CPD”) Crime Gun Intelligence Center (“CGIC”); and

WHEREAS, the grant funds will be used by CPD to purchase software and equipment to enhance CGIC’s operational effectiveness and to partner with a researcher to evaluate and improve investigations, gun crime clearance rates, and prosecutions; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, the City has already applied for this grant to comply with the April 8, 2026 application deadline, but no funds will be accepted without approval by Council; and

WHEREAS, expanding the Crime Gun Intelligence Center is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$300,000 from the U.S. Department of Justice, Bureau of Justice Assistance, FY 2025 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative (ALN 16.738) to support expansion of the Cincinnati Police Department Crime Gun Intelligence Center by purchasing software and equipment to enhance operational effectiveness and to partner with a researcher to evaluate and improve investigations, gun crime clearance rates, and prosecutions.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25CGIC.

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

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

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 13, 2026

To: Mayor and Members of City Council 202601554
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Waterfront Way

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in the Anderson Township, Hamilton County, Ohio as designated on the plat entitled Water Main Easement E-1158, The Views at Coldstream, as recorded in Plat Book 513, Page 9, Hamilton County, Ohio Recorder's Office, and a grant of easement in favor of the City of Cincinnati for ingress and egress, to access the aforementioned water mains and related fixtures, over certain real property in Anderson Township, Hamilton County, Ohio as designated in the Grant of Easement as recorded at Official Record Volume 15397, Page 00001, Hamilton County, Ohio Recorder's Office.

Coldstream Estates Development, LLC, an Ohio limited liability company, has granted and dedicated a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances, and has granted an easement in favor of the City of Cincinnati for ingress and egress to access the aforementioned water mains and related fixtures. This ordinance is to accept the owner's grant of easements to the City for the water mains and related infrastructure. The Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat and the grant of easement as to their technical features and found them to be correct.

The Administration recommends passage of this Ordinance.

cc: Andrea Yang, Executive Director, Greater Cincinnati Water Works

ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio as designated on the plat entitled Water Main Easement E-1158, The Views at Coldstream, as recorded in Plat Book 513, Page 9, Hamilton County, Ohio Recorder's Office, and a grant of easement in favor of the City of Cincinnati for ingress and egress, to access the aforementioned water mains and related fixtures, over certain real property in Anderson Township, Hamilton County, Ohio as designated in the Grant of Easement as recorded at Official Record Volume 15397, Page 00001, Hamilton County, Ohio Recorder's Office.

WHEREAS, Coldstream Estates Development, LLC, an Ohio limited liability company, Thomas R. Eger, Trustee of the 140 Waterfront Way Trust, and Justin Evans, Trustee of the 130 Waterfront Way Trust, have granted and dedicated a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio as designated on the plat entitled Water Main Easement E-1158, The Views at Coldstream, as recorded in Plat Book 513, Page 9, Hamilton County, Ohio Recorder's Office (the "Water Main Easement"); and

WHEREAS, Coldstream Estates Development, LLC, an Ohio limited liability company, and Laura H. Kitzmiller, have granted and dedicated an access easement in favor of the City of Cincinnati for ingress and egress to the aforementioned water main and related fixtures, through certain real property in Anderson Township, Hamilton County, Ohio as designated in the Grant of Easement recorded at Hamilton County, Ohio Official Record Volume 15397, Page 00001 (the "Access Easement") (the Water Main Easement and the Access Easement being collectively referred to herein as the "Easements"); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the easement plat and the grant of easement as to their technical features and found them to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned Easements; now, therefore,

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

Section 1. That the public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Anderson Township, Hamilton County, Ohio as designated on the plat entitled Water Main Easement E-1158, The Views at Coldstream, as recorded in Plat Book 513, Page 9, Hamilton County, Ohio Recorder's

Office (the “Water Main Easement”) and the access easement in favor of the City of Cincinnati for ingress and egress to the aforementioned water main and related fixtures, through certain real property in Anderson Township, Hamilton County, Ohio as designated in the Grant of Easement recorded at Hamilton County, Ohio Official Record Volume 15397, Page 00001 (the “Access Easement”) (the Water Main Easement and the Access Easement being collectively referred to herein as the “Easements”), and incorporated herein by reference, are hereby accepted and confirmed. The real property encumbered by the Easements is more particularly described as follows:

Water Main Easement

Tract One:

Situate in Military Survey No 1681 of the Virginia Military District, Anderson Township, Hamilton County, Ohio and being more particularly described as follows:

The private roadway known as Waterfront Way, as depicted and described in Plat Book 494, Page 1-3 of the Hamilton County, Ohio Recorder’s Office.

Tract Two:

Situate in Military Survey No. 1681 and 1682, Anderson Township, Hamilton County, Ohio, and being more particularly described as follows:

Open Space A as depicted and described in the Villas in the plat of the Coldstream Country Club Subdivision as set forth in Plat Book 496, Pages 9-11 of the Hamilton County, Ohio Recorder’s Office.

Tract Three:

Situate in Military Survey #1681 and Military Survey #1682 of the Virginia Military District, Anderson Township, Hamilton County, State of Ohio and being all of Lot 7 of the Waterfront Estates at Coldstream, A.K.A. The Views at Coldstream Subdivision Plat recorded September 7, 2022 in Plat Book 494, Pages 1 through 3, of the Hamilton County, Ohio Recorder’s Office.

Tract Four:

Situate in Military Survey No. 1681 of the Virginia Military District, Anderson Township, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot 6 of Waterfront Estates at Coldstream, A.K.A. The Views at Coldstream, as recorded in Plat Book 494, Pages 1-3, of the Hamilton County, Ohio Recorder's Office.

Access Easement

Tract One:

Situate in Military Survey No 1681 of the Virginia Military District, Anderston Township, Hamilton County, Ohio and being more particularly described as follows:

The private roadway known as Waterfront Way, as depicted and described in Plat Book 494, Page 1-3 of the Hamilton County, Ohio Recorder's Office.

Tract Two:

Situate in Military Survey No. 1681 of the Virginia Military District, Anderson Township, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot 1 of Waterfront Estates at Coldstream, as recorded in Plat Book 494, Page 1-3 of the Hamilton County, Ohio Recorder's Office.

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

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

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

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 13, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601555

Subject: Emergency Ordinance – Parks: “Then and Now” Payment to First Student, Inc.

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$614.25 to First Student, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x203x4000x7219 for chartered busing services provided to the City in October 2025, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance authorizes the payment of \$614.25 to First Student, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x203x4000x7219 for chartered busing services provided to the City in October 2025, pursuant to the attached then and now certificate from the Director of Finance.

On April 5, 2024, the City entered into Master Agreement No. 107 241R005081 with First Student, Inc. to provide chartered busing services for recreation programs managed by various City departments, including the Cincinnati Parks Department. The Agreement was active throughout FY 2026. The outstanding charges due to First Student, Inc. for FY 2026 total \$731.50, but only \$117.25 remains available under the existing FY 2026 encumbrance, necessitating an additional payment of \$614.25. The then and now certificate verifies that a sufficient sum was appropriated and in the City Treasury to pay such charges under the contract both at the time the contract began and at the time the certificate was issued.

The reason for the emergency is the immediate need to pay First Student, Inc. for the outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachments

EMERGENCY

JWF

- 2026

AUTHORIZING the payment of \$614.25 to First Student, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x203x4000x7219 for chartered busing services provided to the City in October 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, on April 5, 2024, the City entered into Master Agreement No. 107 241R005081 (the “Agreement”) with First Student, Inc. (“Contractor”) to provide chartered busing services for recreation programs managed by various City departments, including the Cincinnati Parks Department (“Parks”); and

WHEREAS, the Agreement was active throughout FY 2026; and

WHEREAS, Parks encumbered \$1,309 in the Cincinnati Financial System via Delivery Order (D.O.) 200 2026001108, but this amount was insufficient for the actual goods provided to Parks by Contractor in FY 2026; and

WHEREAS, the outstanding charges due to Contractor for FY 2026 total \$731.50, but only \$117.25 remains available under the existing FY 2026 encumbrance, necessitating an additional payment of \$614.25; and

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this ordinance, verifying that a sufficient sum was appropriated and in the City Treasury to pay such charges under the contract both at the time the contract began and at the time the attached certificate was issued; and

WHEREAS, Council desires to pay Contractor \$614.25 for chartered busing services provided to the City in October 2025; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$614.25 to First Student, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x203x4000x7289 for chartered busing services provided to the City in October 2025, pursuant to the attached then and now certificate from the Director of Finance.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay First Student, Inc. for the outstanding charges in a timely manner.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

I, Steve Webb, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, the City entered into a contract (Master Agreement 107 241R005081) (the “Agreement”) beginning on April 5, 2024 with First Student, Inc. (“Contractor”) to provide chartered busing services for recreation programs managed by various City department, including the Cincinnati Parks Department (“Parks”); and

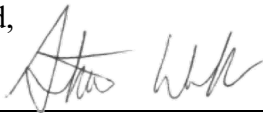
WHEREAS, Parks encumbered \$1,309.00 in the Cincinnati Financial System (“CFS”) via Delivery Order (D.O.) 200 2026001108 for chartered busing services provided by Contractor, which was insufficient to provide payment for actual goods purchased from Contractor during FY 2026; and

WHEREAS, the outstanding charges due to Contractor for FY 2026 total \$731.50, but only \$117.25 remains available under the existing FY 2026 encumbrance, necessitating an additional payment of \$614.25;

NOW, THEREFORE,

1. As of July 1, 2025, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the City’s contract with First Student, Inc. This verification is conditioned upon and subject to Council’s approval of an ordinance authorizing the drawing of a warrant in payment of amount due to First Student, Inc.

Signed,



Steve Webb, Director of Finance
City of Cincinnati

Date: 5/6/2026

May 13, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202601559

Subject: **Emergency Ordinance – Parks: Moral Obligation Payments to Various Vendors**

Attached is an Emergency Ordinance captioned:

AUTHORIZING a payment of \$136.40 to Rumpke from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x1000x7276 as a moral obligation for trash collection services rendered in February 2025; **AUTHORIZING** a payment of \$775 to Irvine Wood Recovery, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x3000x7373 as a moral obligation for providing playground turf to the Sinton facility in April 2025; **AUTHORIZING** a payment of \$119.12 to the Cincinnati Color Company from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7335 as a moral obligation for paint supplies provided in May 2025; **AUTHORIZING** a payment of \$1,562.02 to Professional Awards Service, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7364 as a moral obligation for Cincinnati Parks Department uniforms provided in September 2025; **AUTHORIZING** a payment of \$119.99 to S&S Worldwide from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7381 as a moral obligation for providing a teen and adult balance ball chair in September 2024; **AUTHORIZING** a payment of \$1,300.50 to HercRentals from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for light tower trailer and surveillance camera unit rentals for Burnet Woods in July 2025; **AUTHORIZING** a payment of \$1,785 to Power Equipment Solutions from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for golf cart rentals provided in November 2025; **AUTHORIZING** a payment of \$730 to Tree Care, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5100x7278 as a moral obligation for tree care services provided in August 2024; **AUTHORIZING** a payment of \$1,366.50 to Forevergreen from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5200x7373 as a moral obligation for bridge planter maintenance on Fort Washington Way provided in June 2025; **AUTHORIZING** a payment of \$6,564.95 to CINCYTICKET from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7289 as

a moral obligation for online ticketing services provided for Krohn Conservatory between August and October 2025; **AUTHORIZING** a payment of \$1,958 to General Factory Supply from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7362 as a moral obligation for horticulture supplies provided for Krohn Conservatory in February 2023; **AUTHORIZING** a payment of \$4,535.16 to Eason Horticultural Resources, Inc. from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7373 as a moral obligation for horticulture supplies provided for Krohn Conservatory in May 2024; **AUTHORIZING** a payment of \$3,800 to Tree Care, Inc. from Cincinnati Parks Department Urban Forestry Fund non-personnel operating budget account no. 428x202x5100x7278 as a moral obligation for tree care services provided in April 2024; **AUTHORIZING** a payment of \$295 to Nelbud from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for sprinkler inspections and an air/water gauge provided in June 2025; **AUTHORIZING** a payment of \$2,216.67 to Winstel Controls from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for equipment maintenance supplies provided in June 2025; **AUTHORIZING** a payment of \$607.06 to GBEX from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7335 as a moral obligation for plumbing supplies provided in May 2025; **AUTHORIZING** a payment of \$18,062.65 to Wm. A. Natorp Co. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5200x7373 as a moral obligation for horticulture supplies provided in August 2025; **AUTHORIZING** a payment of \$1,004.75 to Commonwealth Land Title Insurance Company from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for title insurance related to a land purchase in February 2026; **AUTHORIZING** a payment of \$6,898.50 to Graf Coyne from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for outside legal counsel provided in December 2022; and **AUTHORIZING** a payment of \$770 to First Student, Inc. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x4000x7219 as a moral obligation for busing services provided in April 2025 and March 2026.

Approval of this Emergency Ordinance will authorize the Director of Finance to make the following payments:

1. \$136.40 to Rumpke from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x1000x7276 as a moral obligation for trash collection services rendered in February 2025.
2. \$775 to Irvine Wood Recovery, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x3000x7373 as a moral obligation for providing playground turf to the Sinton facility in April 2025.
3. \$119.12 to the Cincinnati Color Company from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7335 as a moral obligation for paint supplies provided in May 2025.
4. \$1,562.02 to Professional Awards Service, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7364 as a moral obligation for Cincinnati Parks Department uniforms provided in September 2025.
5. \$119.99 to S&S Worldwide from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7381 as a moral obligation for providing a teen and adult balance ball chair in September 2024.
6. \$1,300.50 to HercRentals from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for light tower trailer and surveillance camera unit rentals for Burnet Woods in July 2025.
7. \$1,785 to Power Equipment Solutions from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for golf cart rentals provided in November 2025.
8. \$730 to Tree Care, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5100x7278 as a moral obligation for tree care services provided in August 2024.
9. \$1,366.50 to Forevergreen from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5200x7373 as a moral obligation for bridge planter maintenance on Fort Washington Way provided in June 2025.
10. \$6,564.95 to CINCYTICKET from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7289 as a moral obligation for online ticketing services provided for Krohn Conservatory between August and October 2025.
11. \$1,958 to General Factory Supply from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7362 as a moral obligation for horticulture supplies provided for Krohn Conservatory in February 2023.
12. \$4,535.16 to Eason Horticultural Resources, Inc. from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7373 as a moral obligation for horticulture supplies provided for Krohn Conservatory in May 2024.
13. \$3,800 to Tree Care, Inc. from Cincinnati Parks Department Urban Forestry Fund non-personnel operating budget account no. 428x202x5100x7278 as a moral obligation for tree care services provided in April 2024.
14. \$295 to Nelbud from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258

as a moral obligation for sprinkler inspections and an air/water gauge provided in June 2025.

15. \$2,216.67 to Winstel Controls from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for equipment maintenance supplies provided in June 2025.
16. \$607.06 to GBEX from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7335 as a moral obligation for plumbing supplies provided in May 2025.
17. \$18,062.65 to Wm. A. Natorp Co. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5200x7373 as a moral obligation for horticulture supplies provided in August 2025.
18. \$1,004.75 to Commonwealth Land Title Insurance Company from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for title insurance related to a land purchase in February 2026.
19. \$6,898.50 to Graf Coyne from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for outside legal counsel provided in December 2022.
20. \$770 to First Student, Inc. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x4000x7219 as a moral obligation for busing services provided in April 2025 and March 2026.

The Cincinnati Parks Department (“Parks”) retained vendors to provide Parks with goods and services between FY 2023 and FY 2026. The vendors included: Rumpke, Irvine Wood Recovery Inc., Cincinnati Color Company, Professional Awards Service Inc., S&S Worldwide, HercRentals, Power Equipment Solutions, Tree Care Inc., Forevergreen, CINCYTICKET, General Factory Supply, Eason Horticultural Resources Inc., Tree Care Inc., Nelbud, Winstel Controls, GBEX, Wm. A. Natorp Co., Commonwealth Land Title Insurance Company, Graf Coyne, and First Student Inc.

Between FY 2023 and FY 2026, Parks experienced turnover of multiple positions, during which time multiple issues arose related to timely accounting processes. During this time, vendors provided goods or services to Parks without a valid contract, necessitating a moral obligation ordinance to pay the vendors.

Sufficient resources are available in various Parks operating budget accounts to provide moral obligation payments to the vendors.

The reason for the emergency is the immediate need to pay vendors for outstanding charges for goods and services provided to the Cincinnati Parks Department between Fiscal Year 2023 and Fiscal Year 2026.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

EMERGENCY

AEP

- 2026

AUTHORIZING a payment of \$136.40 to Rumpke from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x1000x7276 as a moral obligation for trash collection services rendered in February 2025; **AUTHORIZING** a payment of \$775 to Irvine Wood Recovery, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x3000x7373 as a moral obligation for providing playground turf to the Sinton facility in April 2025; **AUTHORIZING** a payment of \$119.12 to the Cincinnati Color Company from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7335 as a moral obligation for paint supplies provided in May 2025; **AUTHORIZING** a payment of \$1,562.02 to Professional Awards Service, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7364 as a moral obligation for Cincinnati Parks Department uniforms provided in September 2025; **AUTHORIZING** a payment of \$119.99 to S&S Worldwide from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7381 as a moral obligation for providing a teen and adult balance ball chair in September 2024; **AUTHORIZING** a payment of \$1,300.50 to HercRentals from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for light tower trailer and surveillance camera unit rentals for Burnet Woods in July 2025; **AUTHORIZING** a payment of \$1,785 to Power Equipment Solutions from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for golf cart rentals provided in November 2025; **AUTHORIZING** a payment of \$730 to Tree Care, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5100x7278 as a moral obligation for tree care services provided in August 2024; **AUTHORIZING** a payment of \$1,366.50 to Forevergreen from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5200x7373 as a moral obligation for bridge planter maintenance on Fort Washington Way provided in June 2025; **AUTHORIZING** a payment of \$6,564.95 to CINCYTICKET from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7289 as a moral obligation for online ticketing services provided for Krohn Conservatory between August and October 2025; **AUTHORIZING** a payment of \$1,958 to General Factory Supply from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7362 as a moral obligation for horticulture supplies provided for Krohn Conservatory in February 2023; **AUTHORIZING** a payment of \$4,535.16 to Eason Horticultural Resources, Inc. from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7373 as a moral obligation for horticulture supplies provided for Krohn Conservatory in May 2024; **AUTHORIZING** a payment of \$3,800 to Tree Care, Inc. from Cincinnati Parks Department Urban Forestry Fund non-personnel operating budget account no. 428x202x5100x7278 as a moral obligation for tree care services provided in April 2024; **AUTHORIZING** a payment of \$295 to Nelbud from Cincinnati Parks Department Parks

Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for sprinkler inspections and an air/water gauge provided in June 2025; **AUTHORIZING** a payment of \$2,216.67 to Winstel Controls from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for equipment maintenance supplies provided in June 2025; **AUTHORIZING** a payment of \$607.06 to GBEX from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7335 as a moral obligation for plumbing supplies provided in May 2025; **AUTHORIZING** a payment of \$18,062.65 to Wm A. Natorp Co. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5200x7373 as a moral obligation for horticulture supplies provided in August 2025; **AUTHORIZING** a payment of \$1,004.75 to Commonwealth Land Title Insurance Company from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for title insurance related to a land purchase in February 2026; **AUTHORIZING** a payment of \$6,898.50 to Graf Coyne from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for outside legal counsel provided in December 2022; and **AUTHORIZING** a payment of \$770 to First Student, Inc. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x4000x7219 as a moral obligation for busing services provided in April 2025 and March 2026.

WHEREAS, the Cincinnati Parks Department (“Parks”) retained vendors to provide Parks with goods and services between FY 2023 and FY 2026, Rumpke; Irvine Wood Recovery, Inc.; Cincinnati Color Company; Professional Awards Service, Inc.; S&S Worldwide; HercRentals; Power Equipment Solutions; Tree Care, Inc.; Forevergreen; CINCYTICKET; General Factory Supply; Eason Horticultural Resources, Inc.; Tree Care, Inc.; Nelbud; Winstel Controls; GBEX; Wm. A. Natorp Co.; Commonwealth Land Title Insurance Company; Graf Coyne; and First Student, Inc. (collectively, “Vendors”); and

WHEREAS, between FY 2023 and FY 2026 Parks experienced turnover of multiple positions, during which time multiple issues arose related to timely accounting processes; and

WHEREAS, the Vendors provided goods or services to Parks without a valid contract, necessitating a moral obligation ordinance to pay the Vendors; and

WHEREAS, Parks has onboarded new staff and committed to training to ensure deadlines are not missed and established policies are adhered to in the future; and

WHEREAS, sufficient resources are available in Parks operating budget accounts to provide moral obligation payments to Vendors; and

WHEREAS, Council desires to provide payment to the Vendors for such services in an amount totaling \$54,507.27; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$136.40 to Rumpke from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x1000x7276 as a moral obligation for trash collection services rendered in February 2025.

Section 2. That the Director of Finance is authorized to pay \$775 to Irvine Wood Recovery, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x3000x7373 as a moral obligation for providing playground turf to the Sinton facility in April 2025.

Section 3. That the Director of Finance is authorized to pay \$119.12 to the Cincinnati Color Company from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7335 as a moral obligation for paint supplies provided in May 2025.

Section 4. That the Director of Finance is authorized to pay \$1,562.02 to Professional Awards Service, Inc. from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7364 as a moral obligation for Cincinnati Parks Department uniforms provided in September 2025.

Section 5. That the Director of Finance is authorized to pay \$119.99 to S&S Worldwide from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7381 as a moral obligation for providing a teen and adult balance ball chair in September 2024.

Section 6. That the Director of Finance is authorized to pay \$1,300.50 to HercRentals from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for light tower trailer and surveillance camera unit rentals for Burnet Woods in July 2025.

Section 7. That the Director of Finance is authorized to pay \$1,785 to Power Equipment Solutions from Cincinnati Parks Department General Fund non-personnel operating budget account no. 050x202x5000x7413 as a moral obligation for golf cart rentals provided in November 2025.

Section 8. That the Director of Finance is authorized to pay \$730 to Tree Care, Inc. from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5100x7278 as a moral obligation for tree care services provided in August 2024.

Section 9. That the Director of Finance is authorized to pay \$1,366.50 to Forevergreen from Cincinnati Parks Department Park Miscellaneous Revenue and Special Activity Fund non-personnel operating budget account no. 326x202x5200x7373 as a moral obligation for bridge planter maintenance on Fort Washington Way provided in June 2025.

Section 10. That the Director of Finance is authorized to pay \$6,564.95 to CINCYTICKET from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7289 as a moral obligation for online ticketing services provided for Krohn Conservatory between August and October 2025.

Section 11. That the Director of Finance is authorized to pay \$1,958 to General Factory Supply from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7362 as a moral obligation for horticulture supplies provided for Krohn Conservatory in February 2023.

Section 12. That the Director of Finance is authorized to pay \$4,535.16 to Eason Horticultural Resources, Inc. from Cincinnati Parks Department Krohn Conservatory Fund non-personnel operating budget account no. 332x202x3100x7373 as a moral obligation for horticulture supplies provided for Krohn Conservatory in May 2024.

Section 13. That the Director of Finance is authorized to pay \$3,800 to Tree Care, Inc. from Cincinnati Parks Department Urban Forestry Fund non-personnel operating budget account no. 428x202x5100x7278 as a moral obligation for tree care services provided in April 2024.

Section 14. That the Director of Finance is authorized to pay \$295 to Nelbud from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for sprinkler inspections and an air/water gauge provided in June 2025.

Section 15. That the Director of Finance is authorized to pay \$2,216.67 to Winstel Controls from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7258 as a moral obligation for equipment maintenance supplies provided in June 2025.

Section 16. That the Director of Finance is authorized to pay \$607.06 to GBEX from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x202x5000x7335 as a moral obligation for plumbing supplies provided in May 2025.

Section 17. That the Director of Finance is authorized to pay \$18,062.65 to Wm A. Natorp Co. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-ersonnel operating budget account no. 430x202x5200x7373 as a moral obligation for horticulture supplies provided to the City in August 2025.

Section 18. That the Director of Finance is authorized to pay \$1,004.75 to Commonwealth Land Title Insurance Company from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for title insurance related to a land purchase in February 2026.

Section 19. That the Director of Finance is authorized to pay \$6,898.50 to Graf Coyne from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x2000x7281 as a moral obligation for outside legal counsel provided in December 2022.

Section 20. That the Director of Finance is authorized to pay \$770 to First Student, Inc. from Cincinnati Parks Department Parks Private Endowment and Donations Fund non-personnel operating budget account no. 430x203x4000x7219 as a moral obligation for busing services provided in April 2025 and March 2026.

Section 21. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 20.

Section 22. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay vendors for outstanding charges for goods and services provided to the Cincinnati Parks Department between Fiscal Year 2023 and Fiscal Year 2026.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

Carrion, Lisa

From: webapp@cincinnati-oh.gov
Sent: Tuesday, May 5, 2026 8:08 PM
To: ClerkOfCouncilEmail
Subject: Cincinnati City Council - Lobbyist Registration Form

Follow Up Flag: Follow up
Flag Status: Flagged

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Submitted: 05/05/2026

APPLICATION TYPE: Registration
LOBBYIST COMPANY NAME: Cincinnati Regional Chamber
LOBBYIST FNAME: Emily
LOBBYIST LNAME: Graeter
LOBBYIST ADDRESS: 3 E Fourth St, Suite 200
LOBBYIST PHONE: 6146687181
LOBBYIST EMAIL: egraeter@cincinnati-chamber.com
LOBBYIST OCCUPATION: Director of Government Affairs & Advocacy
LOBBYIST POSITION: Director of Government Affairs & Advocacy
CLIENT COMPANY NAME: Cincinnati Regional Chamber
CLIENT FNAME: Cincinnati Regional Chamber
CLIENT LNAME: Cincinnati Regional Chamber
CLIENT ADDRESS: 3 E Fourth St, Suite 200
CLIENT PHONE: 5135793100
CLIENT EMAIL: egraeter@cincinnati-chamber.com
CLIENT BUSINESS: Agriculture, Alcohol/Tobacco, Arts/Entertainment, Communications/Media, Contractors/Construction, County/Local Government, Education, Energy/Utilities, Environment, Financial Institutions/Consumer Finance, Medical/Hospitals/Health Care, Insurance, Labor/Labor Organizations, Legal, Manufacturer, Public Interest, RealEstate/Housing, Retail and Commercial, Service Business, Social Service/Human Services, Science and Technology, Transportation
LEGISLATION TYPE: Property Tax Incentives (CRA/TIF), Property Sale, Lease or other property right from the City, Loans or Grants from the City, Zone Changes or amendments, Historic Designation
LEGISLATION TYPE_OTHER:
LEGISLATION DESCRIPTION: All city matters that may impact our members and the events and programming that the Cincinnati Regional Chamber produces, such as but not limited to BLINK, Oktoberfest Zinzinnati, Taste of Cincinnati, Asian Food Fest, and other community events.
CERTIFY: Yes
SIGNATURE: Emily Mae Saleme

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Carrion, Lisa

MUEOWSK

From: webapp@cincinnati-oh.gov
Sent: Wednesday, May 6, 2026 10:49 PM
To: ClerkOfCouncilEmail
Subject: Cincinnati City Council - Lobbyist Registration Form

Follow Up Flag: Follow up
Flag Status: Completed

=====
Submitted: 05/06/2026

APPLICATION TYPE: Registration
LOBBYIST COMPANY NAME: Parks Consulting
LOBBYIST FNAME: Victoria
LOBBYIST LNAME: Parks
LOBBYIST ADDRESS: 6401 Aspen Way #1
LOBBYIST PHONE: 5133714929
LOBBYIST EMAIL: vicparks57@gmail.com
LOBBYIST OCCUPATION: Consultant
LOBBYIST POSITION: Lobbyist
CLIENT COMPANY NAME: Kingsley & Co.
CLIENT FNAME: Chinedu
CLIENT LNAME: Ndukwe
CLIENT ADDRESS: PO Box 19967
CLIENT PHONE: 5139037019
CLIENT EMAIL: ck@kingsleyandcompany.com
CLIENT BUSINESS: Contractors/Construction
LEGISLATION TYPE: Property Tax Incentives (CRA/TIF), Property Sale, Lease or other property right from the City, Loans or Grants from the City, Zone Changes or amendments
LEGISLATION TYPE_OTHER:
LEGISLATION DESCRIPTION: Will engage in order to benefit client.
CERTIFY: Yes
SIGNATURE: Victoria Parks

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WU01473

Date: April 29, 2026

To: Councilmember Meeka Owens
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Ordinance – Amending Administrative Code Article II, Section 26 Tenant Information Support**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING Article II of the Administrative Code of the City of Cincinnati by
AMENDING Section 26, “Tenant Information Webpage – City Website.” to increase the amount and quality of information available to renters on the City website.

EESW/KKF(dbr)
Attachment
4925-1440-0921

City of Cincinnati

KKF

EESW

An Ordinance No. _____

- 2026

MODIFYING Article II of the Administrative Code of the City of Cincinnati by **AMENDING** Section 26, “Tenant Information Webpage – City Website.” to increase the amount and quality of information available to renters on the City website.

WHEREAS, sixty percent of Cincinnati residents are renters; and

WHEREAS, the City has endeavored for many years to educate residents from all 52 neighborhoods about their rights and responsibilities as tenants under Ohio and local laws; and

WHEREAS, the City has worked to ensure that there are stronger tenant focused policies to assist tenants in maintaining a safe and affordable living environment; and

WHEREAS, despite these efforts, Cincinnati renters face substantial hardships that make it difficult for renters to know their legal rights and be able to assert those rights on their own; and

WHEREAS, in an effort to improve communication with Cincinnati renters, Council desires to increase the amount and quality of information available to renters on the City website; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio, with three-fourths of its members concurring:

Section 1. That Section 26, “Tenant Information Webpage – City Website,” of the Administrative Code, is amended as follows:

Sec. 26. - Tenant Information Webpage – City Website.

- (a) Subject to the availability of necessary appropriations, the city manager is authorized to take all necessary steps to initiate the creation of a residential tenant information webpage on the city’s website that includes ~~information regarding~~ (1) information regarding residential tenants’ rights and responsibilities pursuant to Cincinnati Municipal Code Chapter 871, Ohio Revised Code Chapter 5321, and relevant federal laws applying to residential tenants; and (2) information regarding local resources and referral information for tenants, including information regarding any and all eviction relief services offered by the City of Cincinnati; (3) a copy of the Cincinnati Tenants’ Guide; (4) documents and data related to the success of tenant support, including but not limited to reports related to the city’s eviction prevention ecosystem; (5) links to external websites of community partners involved in the Access to Counsel Pilot Program; (6) links or other references to sections of the Cincinnati Municipal Code pertaining to landlord-tenant relationships and tenant protections; and (7) links to other regional and national resources for tenants.

- (b) Subject to the availability of necessary appropriations, the city manager is authorized to take all necessary steps to ensure that this tenant information webpage allows visitors to download the information provided in a format readily accessible to the public.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

Deletions are indicated by strikethrough; additions are indicated by underline.

April 29, 2026

To: Mayor and Members of City Council 202601472
From: Sheryl M.M. Long, City Manager
Subject: Emergency Legislative Resolution: 2027 Property Tax Millage

Submitted herewith is an Emergency Legislative Resolution captioned as follows:

AUTHORIZING tax levies for the calendar year beginning January 1, 2027, certifying them to the Hamilton County Auditor pursuant to O.R.C. § 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to O.R.C. § 321.34.

The Hamilton County Budget Commission has approved the FY 2027 Tax Budget proposed and approved by City Council on December 10, 2025. The attached resolution is necessary to certify the property tax millage for calendar year 2027. This is the last required administrative step in the process. This resolution does not increase the property tax rate. It simply certifies the current rates to the General Fund operating millage at 6.10 mills and the debt service millage at 7.50 mills. The Hamilton County Auditor estimates that the operating millage of 6.10 will generate property tax revenue of \$49,490,142.

State Law requires that the approved resolution be submitted to the County by May 28, 2026, therefore the resolution must be passed by Council prior to this date.

cc: William "Billy" Weber, Assistant City Manager
Steve Webb, Finance Director
Andrew Dudas, Budget Director

Attachment

EMERGENCY

Legislative Resolution

JWF

RESOLUTION NO. _____ - 2026

AUTHORIZING tax levies for the calendar year beginning January 1, 2027, certifying them to the Hamilton County Auditor pursuant to R.C. Section 5705.34, and requesting the County Auditor and County Treasurer pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

WHEREAS, Council adopted a tax budget for the calendar year beginning January 1, 2027; and

WHEREAS, the County Budget Commission has approved the budget and estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and the parts within and outside of the ten mill limitation; and

WHEREAS, Council must request payment of funds derived from taxes and other sources payable to the County Treasury to be made to the account of the City, which funds are lawfully applicable to the purpose of the calendar year; now, therefore,

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

Section 1. That there is levied on the tax duplicate of the City of Cincinnati for the calendar year beginning January 1, 2027, the rate of each tax necessary to be levied as follows:

<u>Fund</u>	Amount to be derived from levies inside	Amount to be derived from levies outside	Estimate of Rate to be levied		
	<u>Millage</u>	<u>Millage</u>	<u>Inside Mills</u>	<u>Outside Mills</u>	<u>Total Mills</u>
General	\$ - - -	\$49,490,142	- - -	6.10	6.10
Bond Retirement	\$28,616,544	\$32,356,206	3.52	3.98	7.50
Total	\$28,616,544	\$81,846,348	3.52	10.08	13.60

Section 2. That the Hamilton County Auditor and Hamilton County Treasurer are requested to pay to the City Treasurer monies from taxes and other sources in the County Treasury to the account of the City that are lawfully applicable to the purpose of this calendar year.

Section 3. That the Clerk of Council is directed to file a certified copy of this legislative resolution with the County Auditor.

Section 4. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that the City can meet the May 28, 2026 filing deadline with the County Auditor pursuant to the extension granted by the Ohio Department of Taxation attached hereto.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk



JOURNAL ENTRY

Date: FEB 09 2026

Hamilton County Budget Commission
Attn: Jessica E. Miranda, Hamilton County Auditor
138 East Court Street
Cincinnati, Ohio 45202

Entry Number: 26-02-0068

Re: Approval of Extension for the Hamilton County Budget Commission to Certify Tax Rates to School Districts and the City of Cincinnati

The Tax Commissioner, upon consideration of the application filed by the County Auditor, as secretary of the county budget commission, on February 4, 2026, for an extension of time beyond the statutory date of March first to certify tax rates to the school districts and the city of Cincinnati, as provided by Ohio Revised Code section 5705.35(A), finds that the extension of time is necessary and approves April 27, 2026, as the date within which the certification shall be made, pursuant to Ohio Revised Code section 5705.341 (last para.).

The Tax Commissioner also extends the April first deadline contained in Ohio Revised Code section 5705.34 for the board of education and the city of Cincinnati to authorize the necessary tax levies to the auditor by the same number of days that the extension to certify rates is granted by this entry. Accordingly, the board of education and the city of Cincinnati must authorize the necessary tax levies to the auditor by May 28, 2026. The County Auditor must notify the city of Cincinnati and each school district affected by this entry.

It is ordered that a copy of this entry be certified to the County Auditor, as secretary of the County Budget Commission.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL

Handwritten signature of Patricia Harris

PATRICIA HARRIS
TAX COMMISSIONER

/s/ Patricia Harris

Patricia Harris
Tax Commissioner



April 29, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

20260147

Subject: Emergency Ordinance – OES: Solid Waste Infrastructure for Recycling (SWIFR) Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a U.S. Environmental Protection Agency Solid Waste Infrastructure for Recycling (SWIFR) grant (ALN 66.920) of \$4,999,557 to fund the replacement of the City’s recycling cart fleet; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26SWIFR1, “FY 2026 EPA SWIFR Grant.”

This Emergency Ordinance authorizes the City Manager to accept and appropriate grant resources of \$4,999,557 from a U.S. Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) grant (ALN 66.920) to fund the replacement of the City’s recycling cart fleet. The Director of Finance is authorized to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26SWIFR1, “FY 2026 EPA SWIFR Grant.”

Ordinance No. 0421-2024, passed on December 18, 2024, authorized the City Manager to apply for a SWIFR grant of up to \$5,000,000 from the U.S. EPA to replace the City’s aging original recycling cart fleet.

The City’s recycling cart fleet includes approximately 80,000 carts that were originally deployed over ten years ago and are now failing at an increasing rate. Replacing the carts will help to increase recycling participation, increase waste diversion from the landfill, and reduce litter impact to the City's storm sewer system.

The grant does not require matching resources, or new FTEs/full time equivalents.

Maintaining a functional recycling cart fleet is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-185 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant funds to meet established project timelines.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

AEP

-2026

AUTHORIZING the City Manager to accept and appropriate a U.S. Environmental Protection Agency Solid Waste Infrastructure for Recycling (SWIFR) grant (ALN 66.920) of \$4,999,557 to fund the replacement of the City’s recycling cart fleet; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26SWIFR1, “FY 2026 EPA SWIFR Grant.”

WHEREAS, on December 18, 2024, Council passed Ordinance No. 421-2024, authorizing the City Manager to apply for a Solid Waste Infrastructure for Recycling (SWIFR) grant of up to \$5,000,000 from the U.S. Environmental Protection Agency to replace the City’s aging original recycling cart fleet; and

WHEREAS, the City submitted the grant application on December 20, 2024, and has received notice from the U.S. Environmental Protection Agency that it has been awarded \$4,999,557; and

WHEREAS, the City’s recycling cart fleet includes approximately 80,000 carts that were originally deployed over ten years ago and are now failing at an increasing rate; and

WHEREAS, replacement of the carts will help to increase recycling participation, increase waste diversion from the landfill, reduce litter and illegal dumping, and reduce litter impact to the City’s storm sewer system; and

WHEREAS, the grant does not require matching funds, and there are no additional FTEs/full time equivalents associated with this grant; and

WHEREAS, maintaining a functional recycling cart fleet is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-185 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate U.S. Environmental Protection Agency Solid Waste Infrastructure for Recycling (SWIFR) grant (ALN 66.920) of \$4,999,557 to fund the replacement of the City’s recycling cart fleet.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26SWIFR1, “FY 2026 EPA SWIFR Grant.”

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept and appropriate grant funds to meet established project timelines.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 6, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202601523

Subject: **Emergency Ordinance – OES: Bloomberg Philanthropies Youth Climate Action Fund (YCAF) Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$50,000 from the Bloomberg Philanthropies Youth Climate Action Fund to continue supporting the Cincinnati Youth Climate Action Fund; and **AUTHORIZING** the Director of Finance to deposit grant revenues into Environment and Sustainability Fund revenue account no. 436x8571.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$50,000 from the Bloomberg Philanthropies Youth Climate Action Fund (YCAF) to Environment and Sustainability Fund 436 to create the Cincinnati Youth Climate Action Program.

The Cincinnati Youth Climate Action Program supports Cincinnati youth in designing, producing, and overseeing urgent climate solutions for potential projects including education, outreach, research, co-development initiatives, and launching climate mitigation and adaptation initiatives, as well as their involvement in governance of local climate action plans.

Per Ordinance No. 0133-2024, the City previously accepted \$50,000 from the Bloomberg Philanthropies Youth Climate Action Fund to create the Program and, per Ordinance No. 0003-2025, accepted an additional \$100,000 to provide further funding for the Program.

Of the \$50,000 available, \$10,000 will be used for administrative funding and the remaining \$40,000 will be distributed as small grants to youth-led and youth-service groups leading projects aligned with the 2023 Green Cincinnati Plan. Small grant awards are anticipated to range from \$1,000 to \$5,000 per request and to be utilized within six months.

The City has already applied for this grant, but no grant resources will be accepted without approval by the City Council. This grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant.

Continuing the Program is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategies to “[c]reate a healthy environment and reduce energy consumption” and “[m]ake sustainable access to and use of fresh, healthy food a priority in all neighborhoods” as well as the “Sustain” goal to “[p]reserve our natural and built

environment” and strategy to “[p]rotect our natural resources” as described on pages 181-185 and 190-195 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the grant and meet established program timelines.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

JWF

- 2026

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$50,000 from the Bloomberg Philanthropies Youth Climate Action Fund to continue supporting the Cincinnati Youth Climate Action Fund; and **AUTHORIZING** the Director of Finance to deposit grant revenues into Environment and Sustainability Fund revenue account no. 436x8571.

WHEREAS, the Cincinnati Youth Climate Action Fund (the “Program”) supports Cincinnati youth, ages fifteen to 24, in designing, producing, and overseeing urgent climate solutions for potential projects including education, outreach, research, co-development initiatives, and launching climate mitigation and adaptation initiatives, as well as their involvement in governance of local climate action plans; and

WHEREAS, pursuant to Ordinance No. 133-2024, the City previously accepted \$50,000 from the Bloomberg Philanthropies Youth Climate Action Fund to create the Program and, pursuant to Ordinance No. 3-2025, accepted an additional \$100,000 to provide further funding for the Program; and

WHEREAS, a grant of up to \$50,000 is available from the Bloomberg Philanthropies Youth Climate Action Fund to provide additional funding for the Program; and

WHEREAS, of the \$50,000 available, \$10,000 will be used for administrative funding and the remaining \$40,000 will be distributed as small grants to youth-led and youth-serving groups leading projects aligned with the 2023 Green Cincinnati Plan; and

WHEREAS, small grant awards are anticipated to range from \$1,000 to \$5,000 per request and are expected to be utilized within six months; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, the City has already applied for the grant, but no grant resources will be accepted without approval by Council; and

WHEREAS, continuing to fund the Program is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategies to “[c]reate a healthy environment and reduce energy consumption” and “[m]ake sustainable access to and use of fresh, healthy food a priority in all neighborhoods” as well as the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as described on pages 181-185 and 190-195 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$50,000 from the Bloomberg Philanthropies Youth Climate Action Fund to continue supporting the Cincinnati Youth Climate Action Fund.

Section 2. That the Director of Finance is authorized to deposit grant revenues into Environment and Sustainability Fund revenue account no. 436x8571.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the grant and meet established program timelines.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____

Clerk

May 6, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601522

Subject: Ordinance – Health: Ohio Department of Children and Youth (DCY) Cribs for Kids Program Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$200,910 from the Ohio Department of Children and Youth’s Cribs for Kids program to decrease infant mortality by ensuring a safe sleep environment for infants through promotion of safe sleep practices and distribution of cribs throughout Hamilton County; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$200,910 from the Ohio Department of Children and Youth’s (DCY) Cribs for Kids program to decrease infant mortality by ensuring a safe sleep environment for infants by promoting safe sleep practices and distributing cribs throughout Hamilton County. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536.

The City applied for this grant on April 4, 2026, but no grant funds will be accepted without approval by the City Council.

No additional FTEs/full time equivalents or local matching funds are required.

Reducing infant mortality through community education and the distribution of cribs throughout the community is in accordance with the Sustain goal to “[b]ecome a healthier Cincinnati” and strategy to “[d]ecrease mortality and chronic and acute diseases as described on pages 181 and 187-188 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$200,910 from the Ohio Department of Children and Youth’s Cribs for Kids program to decrease infant mortality by ensuring a safe sleep environment for infants through promotion of safe sleep practices and distribution of cribs throughout Hamilton County; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536.

WHEREAS, the Cincinnati Health Department strives to protect the safety of children and reduce infant mortality; and

WHEREAS, a grant of up to \$200,910 is available from the Ohio Department of Children and Youth’s Cribs for Kids program to decrease infant mortality by ensuring a safe sleep environment for infants through promotion of safe sleep practices and distribution of cribs throughout Hamilton County; and

WHEREAS, the City applied for the grant on April 4, 2026, but no grant funds will be accepted without approval by Council; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, reducing infant mortality through community education and the distribution of cribs throughout the community is in accordance with the Sustain goal to “[b]ecome a healthier Cincinnati” and strategy to “[d]ecrease mortality and chronic and acute diseases” as described on pages 181 and 187-188 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$200,910 from the Ohio Department of Children and Youth’s Cribs for Kids program to decrease infant mortality by ensuring a safe sleep environment for infants through promotion of safe sleep practices and distribution of cribs throughout Hamilton County.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536.

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

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

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 6, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Cincinnati Recreation Commission (CRC): NFL F.L.A.G. Football Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$18,940 from Cincinnati Police Department Asset Forfeiture Funds to operate the Cincinnati Recreation Commission’s National Football League F.L.A.G. (Future Leaders Achieving Greatness) Football program; and **AUTHORIZING** the Director of Finance to deposit the donated resources into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

Approval of this Ordinance authorizes City Manager to apply for, accept, and appropriate a grant of up to \$18,940 from Cincinnati Police Department Asset Forfeiture Funds for the purpose of operating CRC’s National Football League (NFL) F.L.A.G. (Future Leaders Achieving Greatness) Football program.

The National Football League F.L.A.G. Football teen league is a six-week youth development program designed to engage teens between the ages of thirteen and seventeen through athletics, leadership development, conflict resolution, and community safety education.

This grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant.

Providing athletic and leadership programming for youth is in accordance with the “Collaborate” goal to “Work in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 209-211 of Plan Cincinnati (2012).

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$18,940 from Cincinnati Police Department Asset Forfeiture Funds to operate the Cincinnati Recreation Commission’s National Football League F.L.A.G. (Future Leaders Achieving Greatness) Football program; and **AUTHORIZING** the Director of Finance to deposit the donated resources into Fund 319, “Contributions for Recreation Purposes,” revenue account no. 319x8571.

WHEREAS, the National Football League F.L.A.G. (Future Leaders Achieving Greatness) Football teen league is a six-week youth development program designed to engage teens between the ages of thirteen and seventeen through athletics, leadership development, conflict resolution, and community safety education; and

WHEREAS, using flag football as the foundation, the F.L.A.G. program provides structured opportunities for youth to compete in a positive environment while participating in curriculum-based learning, mentorship, and relationship-building; and

WHEREAS, the F.L.A.G. program will operate at North Avondale Recreation Center from September 22, 2026 through October 27, 2026 and will serve 120 youth between the ages of thirteen and seventeen; and

WHEREAS, outreach and recruitment will focus on teens from the following neighborhoods: Winton Hills, College Hill, Over-the-Rhine, Price Hill, Millvale, Bond Hill, West End, Madisonville, Corryville, Evanston, Walnut Hills, Westwood, and Avondale; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, providing athletic and leadership programming for youth is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$18,940 from Cincinnati Police Department Asset Forfeiture Funds to operate the Cincinnati Recreation Commission’s National Football League NFL F.L.A.G. (Future Leaders Achieving Greatness) Football program.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

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

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

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 6, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202601520

Subject: **Ordinance – DOTE: Amend Ordinance No. 0087-2022 to Accept Additional OKI Grant Resources**

Attached is an Ordinance captioned:

AMENDING Ordinance No. 87-2022 to increase, from \$3,762,000 to \$4,138,200, the amount of grant funding the City Manager is authorized to accept and appropriate from the Surface Transportation Block Grant Program (ALN 20.205), awarded through the Ohio-Kentucky-Indiana Regional Council of Governments, to existing capital improvement program project account no. 980x232x222363, “Wasson Way Federal STBG 2024.”

This Ordinance amends Ordinance No. 0087-2022, which authorized the City Manager to accept and appropriate a grant of up to \$3,762,000 from the Surface Transportation Block Grant Program (STBG) (ALN 20.205), awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), to provide grant resources for the Wasson Way Trail Phase 7 PID 114602 project, including the acquisition of property or easements across private property necessary for construction of the project. This amendment increases the grant resource value to up to \$4,138,200.

On April 13, 2022, the City Council passed Ordinance No. 0087-2022, which established new capital improvement program project account no. 980x232x222363, “Wasson Way Federal STBG 2024,” to provide grant resources for the Wasson Way Trail Phase 7 PID 114602 project, including the acquisition of property or easements across private property necessary for construction of the project. Ordinance No. 0087-2022 also authorized the City Manager to accept and appropriate a grant of up to \$3,762,000 from the Surface Transportation Block Grant Program (STBG) (ALN 20.205), awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), to capital improvement program project account no. 980x232x222363, “Wasson Way Federal STBG 2024”.

OKI has awarded additional STBG funding to the Wasson Way Trail Phase 7 PID 114602 project. There are no new FTEs/full time equivalents associated with either the original grant or the increased award.

Acceptance of the additional funding requires revised total matching resources of up to \$1,034,550, representing an increase of \$94,050 from the original matching amount of \$940,500, which will be provided through resources currently available in existing capital improvement program project account nos. 980x232x242371, “Wasson Way,” 980x232x252371, “Wasson Way Trail,” and 980x232x262358, “Wasson Way Trail Phase 7 – TIF,” as well as other existing or future eligible grant awards.

The Administration recommends passage of this Ordinance.

cc: Andrew M. Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AMENDING Ordinance No. 87-2022 to increase, from \$3,762,000 to \$4,138,200, the amount of grant funding the City Manager is authorized to accept and appropriate from the Surface Transportation Block Grant Program (ALN 20.205), awarded through the Ohio-Kentucky-Indiana Regional Council of Governments, to existing capital improvement program project account no. 980x232x222363, “Wasson Way Federal STBG 2024.”

WHEREAS, on April 13, 2022, Council passed Ordinance No. 87-2022, which established new capital improvement program project account no. 980x232x222363, “Wasson Way Federal STBG 2024,” to provide grant resources for the Wasson Way Trail Phase 7 PID 114602 project, including the acquisition of property or easements across private property necessary for construction of the project; and

WHEREAS, Ordinance No. 87-2022 authorized the City Manager to accept and appropriate a grant of up to \$3,762,000 from the Surface Transportation Block Grant Program (“STBG”) (ALN 20.205), awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”), to capital improvement program project account no. 980x232x222363, “Wasson Way Federal STBG 2024”; and

WHEREAS, OKI has awarded additional STBG funding to the Wasson Way Trail Phase 7 PID 114602 project; and

WHEREAS, there are no new FTEs/full time equivalents associated with either the original grant or the increased award; and

WHEREAS, acceptance of the additional funding requires revised total matching resources of up to \$1,034,550, representing an increase of \$94,050 from the original matching amount of \$940,500, which will be provided through resources currently available in existing capital improvement program project account nos. 980x232x242371, “Wasson Way,” 980x232x252371, “Wasson Way Trail,” and 980x232x262358, “Wasson Way Trail Phase 7 – TIF,” as well as other existing or future eligible grant awards; and

WHEREAS, Ordinance No. 87-2022 must be amended to increase the amount of grant resources that may be accepted and appropriated from \$3,762,000 to \$4,138,200 in order to accept and fully utilize the additional grant funding; now, therefore,

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

Section 1. That Section 2 of Ordinance No. 87-2022, passed by Council on April 13, 2022, is amended as follows:

Section 2. That the City Manager is authorized to accept and appropriate grant resources in an amount up to ~~\$3,762,000~~ \$4,138,200 from the Surface Transportation

Block Grant Program (ALN 20.205) awarded through the Ohio-Kentucky-Indiana Regional Council of Governments to newly established capital improvement program project account no. 980x232x222363, "Wasson Way Federal STBG 2024," for the purpose of providing grant resources for Phase 7 of the Wasson Way Trail Phase 7 PID 114602 project.

Section 2. That all terms of Ordinance No. 87-2022 not amended or repealed by this ordinance remain in full force and effect.

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.

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

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

Deletions are indicated by strikethrough; additions are indicated by underline.



April 29, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202601477

Subject: **Emergency Ordinance – Parks: Blanket Acceptance of Monetary Donations up to \$5,000**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager and employees of the Cincinnati Park Board to accept donations of money from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support Cincinnati Park Board programming and services; and **AUTHORIZING** the Director of Finance to deposit donated funds into Park Miscellaneous Revenue and Special Activity Fund 326 revenue account no. 326x8572.

Approval of this Emergency Ordinance authorizes the City Manager and employees of the Cincinnati Park Board to accept donations of money from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support Cincinnati Park Board programming and services. This Emergency Ordinance also authorizes the Director of Finance to deposit donated funds into Park Miscellaneous Revenue and Special Activity Fund 326 revenue account no. 326x8572.

The City Council desires to establish parameters under which the City Manager and Park Board may accept donations without prior discrete City Council approval. City Council will continue to approve discrete ordinances for donations individually valued above the established maximums, requests for the solicitation of donations, and donations to be used for Park Board capital improvements. The Park Board will continue to track individual donations and will provide reports on a quarterly basis to the City Manager and the City Council regarding donations received in accordance with the parameters established in Ordinance No. 0062-2024.

These donations do not require matching funds, and there are no new FTEs/full time equivalents associated with these donations.

Accepting monetary donations to fund Park Board operations is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207-211 of Plan Cincinnati (2012).

The reason for the emergency is the need to establish donation parameters to allow for the timely acceptance of donations to support Cincinnati Park Board programming and services.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

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- 2026

AUTHORIZING the City Manager and employees of the Cincinnati Park Board to accept donations of money from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support Cincinnati Park Board programming and services; and **AUTHORIZING** the Director of Finance to deposit donated funds into Park Miscellaneous Revenue and Special Activity Fund 326 revenue account no. 326x8572.

WHEREAS, the Cincinnati Park Board (“Park Board”) regularly receives numerous donations of varying types and value from the Cincinnati business community, individual benefactors, and other appropriate sources in support of its programming and delivery of services; and

WHEREAS, Council desires to establish parameters under which the City Manager and Park Board may accept donations without prior discrete Council approval; and

WHEREAS, the Park Board is authorized to accept donations of money from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 for the purpose of supporting Park Board programming and services; and

WHEREAS, Council will continue to approve discrete ordinances for donations individually valued above the established maximums, requests for the solicitation of donations, and donations to be used for Park Board capital improvements; and

WHEREAS, the Park Board will continue to track individual donations and will provide reports on a quarterly basis to the City Manager and Council regarding donations received in accordance with the parameters established in Ordinance No. 62-2024; and

WHEREAS, these donations do not require matching funds, and there are no new FTEs/full time equivalents associated with these donations; and

WHEREAS, accepting monetary donations to fund Park Board operations is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207-211 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 and employees of the Cincinnati Park Board are authorized to accept donations of money from the Cincinnati business community, individual

benefactors, and other appropriate sources valued individually at up to \$5,000 to support Cincinnati Park Board programming and services.

Section 2. That the Director of Finance is authorized to deposit donated funds accepted in accordance with this ordinance into Park Miscellaneous Revenue and Special Activity Fund 326 revenue account no. 326x8572.

Section 3. That the proper City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 through 2, including the City Manager approving policies and procedures for things such as handling cash donations, determining appropriate in-kind donations, and identifying appropriate sources of donations.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to establish donation parameters to allow for the timely acceptance of donations to support Cincinnati Park Board programming and services.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 11, 2026

To: Members of the Budget, Finance & Governance Committee

From: Sheryl M. M. Long, City Manager

202601556

Subject: Emergency Ordinance – CMO: Solicit and Accept Donations for the Dr. Martin Luther King Jr. Monument Unveiling

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager and employees of the City Manager’s Office to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources for the Dr. Martin Luther King Jr. monument unveiling ceremony; and **AUTHORIZING** the Director of Finance to deposit the funds donated to the City for this purpose into Special Events Fund 314 revenue account no. 314x8571.

This Emergency Ordinance authorizes the City Manager and employees of the City Manager’s Office to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources for the Dr. Martin Luther King Jr. monument unveiling ceremony. This Emergency Ordinance also authorizes the Director of Finance to deposit the funds donated to the City for this purpose into Special Events Fund 314 revenue account no. 314x8571.

A new statue honoring Dr. Martin Luther King Jr. is soon to be unveiled. The monument will further cement Dr. Martin Luther King Jr.’s enduring impact on the City of Cincinnati and its residents and serve as a powerful symbol of justice, equality, and the ongoing pursuit of nonviolent change.

Acceptance of donations to support the unveiling of the monument to honor Dr. Martin Luther King Jr. is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 209-211 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to solicit and accept donations for the Dr. Martin Luther King Jr. monument unveiling ceremony.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

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- 2026

AUTHORIZING the City Manager and employees of the City Manager’s Office to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources for the Dr. Martin Luther King Jr. monument unveiling ceremony; and **AUTHORIZING** the Director of Finance to deposit the funds donated to the City for this purpose into Special Events Fund 314 revenue account no. 314x8571.

WHEREAS, a new statue honoring Dr. Martin Luther King Jr. is soon to be unveiled; and

WHEREAS, the monument will further cement Dr. Martin Luther King Jr.’s enduring impact on the City of Cincinnati and its residents and serve as a powerful symbol of justice, equality, and the ongoing pursuit of nonviolent change; and

WHEREAS, acceptance of donations to support the unveiling of the monument to honor Dr. Martin Luther King Jr. is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 209-211 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 and employees of the City Manager’s Office are authorized to solicit and accept monetary and in-kind donations from the Cincinnati business community, individual benefactors, and other appropriate sources for the Dr. Martin Luther King Jr. monument unveiling ceremony.

Section 2. That the Director of Finance is authorized to deposit any donated funds into Special Events Fund 314 revenue account no. 314x8571.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to solicit and accept donations for the Dr. Martin Luther King Jr. monument unveiling ceremony.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 6, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601521

Subject: Emergency Ordinance – Cincinnati Recreation Commission (CRC): Pool Furniture Acquisition

Attached is an Emergency Ordinance captioned:

ESTABLISHING new permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF,” to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities; **AUTHORIZING** the transfer and return to source of \$100,000 from existing capital improvement program project account no. 980x199x231915, “Recreation Facilities Renovation – GFCO,” to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$100,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF,” to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities.

Approval of this Emergency Ordinance authorizes the establishment of new permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF,” to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities. This Emergency Ordinance then transfers and returns to source \$100,000 from existing capital improvement program project account no. 980x199x231915, “Recreation Facilities Renovation – GFCO,” to the unappropriated surplus of General Fund 050 and then appropriates that same \$100,000 to the newly established permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF”.

There is a need to acquire pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, for use at City pool facilities.

Providing pool furniture, fixtures, and equipment at City pool facilities is in accordance with the “Live” goal to “[b]uild a robust life” and strategy to “[d]evelop and

maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to acquire necessary pool furniture, fixtures, and equipment for City pools for use in the upcoming outdoor aquatics season.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director



Attachment

EMERGENCY

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- 2026

ESTABLISHING new permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF,” to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities; **AUTHORIZING** the transfer and return to source of \$100,000 from existing capital improvement program project account no. 980x199x231915, “Recreation Facilities Renovation – GFCO,” to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$100,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF,” to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities.

WHEREAS, there is a need to acquire pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, for use at City pool facilities; and

WHEREAS, sufficient resources are available to be reprogrammed for these purposes from existing capital improvement program project account no. 980x199x231915, “Recreation Facilities Renovation – GFCO”; and

WHEREAS, providing pool furniture, fixtures, and equipment at City pool facilities is in accordance with the “Live” goal to “[b]uild a robust life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF,” is established to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities.

Section 2. That the transfer and return to source of \$100,000 is authorized from existing capital improvement program project account no. 980x199x231915, “Recreation Facilities Renovation – GFCO,” to the unappropriated surplus of General Fund 050.

Section 3. That the transfer and appropriation of \$100,000 is authorized from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 980x199x261949, “Aquatics Furniture and Equipment – GF,” to provide resources for the acquisition of pool furniture, fixtures, and equipment, including but not limited to tables, seating, umbrellas, and other shade structures, needed for City pool facilities.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 3.

Section 5. 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 acquire necessary pool furniture, fixtures, and equipment for City pools for use in the upcoming outdoor aquatics season.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

May 6, 2026

To: Mayor and Members of City Council

202601524

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Budget: FY 2026 Restricted Funds
Operating Budget Final Adjustment Ordinance (FAO)**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of \$14,606,828 existing within certain Restricted Funds and the unappropriated surplus of certain Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments.

The attached Emergency Ordinance balances the City's Restricted Fund accounts as required by state law and authorizes transfers for 17 appropriated Restricted Funds. These include transfers within appropriations for 10 of the 17 funds, increases to appropriations for 15 of the 17 funds, and the return of resources to the unappropriated surplus for 2 of the 17 funds.

RESTRICTED FUND TRANSFERS WITHIN CURRENT APPROPRIATION

The transfers within current FY 2026 appropriations are for the following 10 funds: Water Works Fund 101, Municipal Golf Fund 105, Stormwater Management Fund 107, Street Construction Maintenance & Repair Fund 301, Income Tax-Infrastructure Fund 302, Municipal Motor Vehicle License Tax Fund 306, Recreation Special Activities Fund 323, Community Health Center Activities Fund 395, Cincinnati Health District Fund 416, and Streetcar Operations Fund 455.

The information below summarizes the need and transfers for each fund.

Water Works Fund 101 – \$3,823,200

Greater Cincinnati Water Works – \$3,823,200

Transfers in the amount of \$3,823,200 are needed for Greater Cincinnati Water Works (GCWW) to cover salary and fringe benefit increases related to collective bargaining agreements as well as non-personnel expenses related to increased utility costs, waste removal services, and condition asset management related to a water main break.

Municipal Golf Fund 105 – \$40,000

Cincinnati Recreation Commission – \$40,000

A transfer of personnel savings in the amount of \$40,000 is needed for increased water usage due to the dry fall season.

Stormwater Management Fund 107 – \$283,452

Department of Public Services – \$283,452

Transfers in the amount of \$283,452 are needed by the Department of Public Services to cover personnel expenses related to yard waste removal. These transfers also address non-personnel needs related to ground maintenance and yard waste removal.

Street Construction Maintenance & Repair Fund 301 – \$72,025

Department of Public Services – \$72,025

Transfers in the amount of \$72,025 are needed for the Department of Public Services to cover wage increases due to collective bargaining agreements as well as increased non-personnel expenses related to ground maintenance.

Income Tax-Infrastructure Fund 302 – \$279,100

City Manager's Office - \$6,500

A transfer of \$6,500 in fringe benefits savings is needed to cover non-personnel needs related to construction procurement training.

Department of Transportation & Engineering – \$260,000

Transfers in the amount of \$260,000 are needed by the Department of Transportation & Engineering to cover salary and fringe benefits expenses due to lower than expected capital reimbursements.

Department of Public Services – \$12,600

A transfer of \$12,600 is needed to cover wage increases related to collective bargaining agreements. \$10,600 in non-personnel savings is available for this transfer, with the remaining \$2,000 in savings being provided by the Department of Finance.

Municipal Motor Vehicle License Tax Fund 306 – \$33,000

Department of Public Services – \$33,000

A transfer of non-personnel savings in the amount of \$33,000 is needed to cover wage increases related to collective bargaining agreements.

Recreation Special Activities Fund 323 – \$194,500

Cincinnati Recreation Commission – \$194,500

Transfers in the amount of \$194,500 are needed for the Cincinnati Recreation Commission for personnel expenses resulting from extended summer hours. Savings in non-personnel and debt service are available for this transfer.

Community Health Center Activities Fund 395 – \$174,000

Cincinnati Health Department – \$174,000

A transfer of personnel savings in the amount of \$174,000 from the Division of Primary Health Care – Centers is needed to cover wage increases related to collective bargaining agreements and non-personnel expenses related to temporary staffing in the Division of Primary Health Care – Programs and the Division of School & Adolescent Health.

Cincinnati Health District Fund 416 – \$680,000

Cincinnati Health Department – \$680,000

Transfers in the amount of \$680,000 are needed to cover wage increases related to collective bargaining agreements as well as non-personnel expenses related to contractual services. Personnel savings in the Office of the Commissioner, the Division of Technical Resources, and the Division of Primary Health Care – Centers offset these needs.

Streetcar Operations Fund 455 – \$45,000

Streetcar Operations Fund 455 – \$45,000

A transfer of non-personnel savings in the amount of \$45,000 is needed to cover personnel needs related to reimbursements and overtime expenses.

TRANSFERS RESULTING IN A SUPPLEMENTAL APPROPRIATION

The following 15 funds require supplemental appropriations in FY 2026: Water Works Fund 101, Parking System Facilities Fund 102, Convention Center Fund 103, General Aviation Fund 104, Municipal Golf Fund 105, Stormwater Management Fund 107, Street Construction Maintenance & Repair Fund 301, Income Tax-Infrastructure Fund 302, Parking Meter Fund 303, Sawyer Point Fund 318, Recreation Special Activities Fund 323, Riverfront Park Fund 329, Community Health Center Activities Fund 395, Cincinnati Health District Fund 416, and Streetcar Operations Fund 455.

The information below summarizes the need and transfers for each fund.

Water Works Fund 101 – \$2,300,000

Greater Cincinnati Water Works – \$2,300,000

A supplemental appropriation in the amount of \$2,300,000 is needed for increased non-personnel costs associated with utility expenses.

Parking System Facilities Fund 102 – \$1,040

Non-Departmental Accounts – \$1,040

A supplemental appropriation in the amount of \$1,040 is needed for increased costs associated with General Fund Overhead.

Convention Center Fund 103 – \$896,183

Convention Center – \$896,183

A supplemental appropriation in the amount of \$896,183 is needed for increased costs associated with contractual obligations for Convention Center operations, insurance, and operation of the Elm Street Plaza.

General Aviation Fund 104 – \$58,160

Department of Transportation and Engineering – \$50,000

A supplemental appropriation in the amount of \$50,000 is needed for increased personnel expenses associated with lump sum payments.

Non-Departmental Accounts – \$8,160

A supplemental appropriation in the amount of \$8,160 is needed for increased costs associated with General Fund Overhead and Workers' Compensation.

Municipal Golf Fund 105 – \$610,200

Cincinnati Recreation Commission – \$610,000

A supplemental appropriation in the amount of \$610,000 is needed for contractual services for golf course operation due to increased attendance as well as additional water usage due to the dry fall season.

Non-Departmental Accounts – \$200

A supplemental appropriation in the amount of \$200 is needed for increased costs associated with General Fund Overhead.

Stormwater Management Fund 107 – \$192,913

Department of Law – \$25,000

A supplemental appropriation of \$25,000 is needed for collection fees associated with the Private Lot Abatement Program (PLAP).

Department of Public Services – \$127,913

A supplemental appropriation in the amount of \$127,913 is needed for personnel expenses associated with yard waste and increases related to collective bargaining agreements.

Non-Departmental Accounts – \$40,000

A supplemental appropriation in the amount of \$40,000 is needed for increased costs associated with General Fund Overhead.

Street Construction, Maintenance & Repair Fund 301 – \$496,740

Cincinnati Parks Department – \$3,900

A supplemental appropriation in the amount of \$3,900 is needed for increased personnel costs.

Department of Public Services – \$492,110

A supplemental appropriation in the amount of \$492,110 is needed for personnel expenses related to lower than expected reimbursements and increases related to collective bargaining agreements.

Non-Departmental Accounts – \$730

A supplemental appropriation in the amount of \$730 is needed in fringe benefits related to the Public Employees Assistance Program (PEAP).

Income Tax-Infrastructure Fund 302 – \$459,400

Cincinnati Parks Department – \$6,800

A supplemental appropriation in the amount of \$6,800 is needed for increased personnel costs.

Department of Transportation & Engineering – \$200,000

A supplemental appropriation in the amount of \$200,000 is needed to cover non-personnel costs related to a subway tunnel feasibility study.

Department of Public Services – \$212,710

A supplemental appropriation in the amount of \$212,170 is needed in personnel for wage increases related to collective bargaining agreements as well as non-personnel expenses for building repairs.

Non-Departmental Accounts – \$39,800

A supplemental appropriation in the amount of \$39,800 is needed for increased costs associated with General Fund Overhead.

Parking Meter Fund 303 – \$454,920

Department of Public Services – \$426,060

A supplemental appropriation in the amount \$426,060 is needed in personnel due to unachieved position vacancy allowance as well as in non-personnel for increased parking meter and mobile payment fees tied to revenue generation.

Non-Departmental Accounts – \$28,860

A supplemental appropriation in the amount of \$28,860 is needed for increased costs associated with General Fund Overhead, the Public Employees Assistance Program (PEAP), and Workers' Compensation.

Sawyer Point Fund 318 – \$1,200

Cincinnati Parks Department – \$1,200

A supplemental appropriation in the amount of \$1,200 is needed for increased personnel costs.

Recreation Special Activities Fund 323 – \$1,050,390

Cincinnati Recreation Commission – \$884,600

A supplemental appropriation in the amount of \$884,600 is needed in personnel for increased expenses related to extended summer hours and in non-personnel for higher utilities costs and the expansion of the Rec@Nite program.

Non-Departmental Accounts – \$165,790

A supplemental appropriation in the amount of \$165,790 is needed for increased costs associated with General Fund Overhead, the Public Employees Assistance Program (PEAP), and Workers' Compensation.

Cincinnati Riverfront Park Fund 329 – \$7,860

Non-Departmental Accounts – \$7,860

A supplemental appropriation in the amount of \$7,860 is needed for increased costs associated with General Fund Overhead and Workers' Compensation.

Community Health Center Activities Fund 395 – \$20,760

Non-Departmental Accounts – \$20,760

A supplemental appropriation in the amount of \$20,760 is needed for increased costs associated with General Fund Overhead.

Cincinnati Health District Fund 416 – \$1,105,000

Cincinnati Health Department – \$1,105,000

A supplemental appropriation in the amount of \$1,105,000 is needed for increased costs associated with personnel expenses as well as non-personnel expenses related to temporary staffing. This need arose due to a staff billing discrepancy between the Cincinnati Health District Fund and the Community Health Center Activities Fund in the Cincinnati Human Resources Information System (CHRIS). The department is currently working to resolve this issue.

Streetcar Operations Fund 455 – \$5,830

Non-Departmental Accounts – \$5,830

A supplemental appropriation in the amount of \$5,830 is needed for increased costs associated with General Fund Overhead and Workers' Compensation.

TRANSFERS TO UNAPPROPRIATED SURPLUS RESULTING FROM SAVINGS

The following funds had departmental savings that will be returned to the unappropriated surplus of the respective fund:

Bond Retirement Fund 151 – \$1,300,000

Department of Finance – \$1,300,000

The Department of Finance reports a total savings of \$1,300,000 in the Bond Retirement Fund resulting from expert services savings.

Municipal Motor Vehicle License Tax Fund 306 – \$22,255

Department of Public Services – \$22,255

The Department of Public Services reports a total savings of \$22,255 in the Municipal Motor Vehicle License Tax fund resulting from lower than expected automotive repair costs.

The reason for the emergency is the immediate need to realign and provide funds for the ongoing needs of City departments within the Restricted Funds.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

EMERGENCY

KKF

-2026

AUTHORIZING the transfer of \$14,606,828 existing within certain Restricted Funds and the unappropriated surplus of certain Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments.

WHEREAS, a need has arisen since the beginning of Fiscal Year 2026 to transfer various sums within the City’s Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments; now, therefore,

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

Section 1. That \$14,606,828 existing within certain Restricted Funds and the unappropriated surplus of certain Restricted Funds is transferred according to the Schedules of Transfer attached to and by reference made a part of this ordinance to realign and provide resources for the ongoing needs of City departments until the end of FY 2026.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to realign and provide funds for the ongoing needs of City departments within the Restricted Funds.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 101 Water Works

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
GREATER CINCINNATI WATER WORKS					DEPARTMENT OF WATER WORKS				
DIVISION OF COMMERCIAL SERVICES	101	302	7200	294,200	DIVISION OF BUSINESS SERVICES	101	301	7200	500,000
DIVISION OF WATER SUPPLY	101	303	7100	465,000	DIVISION OF COMMERCIAL SERVICES	101	302	7100	20,000
DIVISION OF WATER SUPPLY	101	303	7500	320,000	DIVISION OF WATER SUPPLY	101	303	7200	1,000,000
DIVISION OF WATER DISTRIBUTION	101	304	7500	480,000	DIVISION OF WATER DISTRIBUTION	101	304	7200	1,790,000
DIVISION OF ENGINEERING	101	306	7100	1,539,000	DIVISION OF WATER QUALITY AND TREATMENT	101	305	7100	168,000
DIVISION OF INFORMATION TECHNOLOGY	101	307	7400	725,000	DIVISION OF WATER QUALITY AND TREATMENT	101	305	7500	35,000
					DIVISION OF INFORMATION TECHNOLOGY	101	307	7100	192,700
					DIVISION OF INFORMATION TECHNOLOGY	101	307	7500	117,500
Subtotal Transfers Within Appropriations				3,823,200	Subtotal Transfers Within Appropriations				3,823,200
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					DEPARTMENT OF WATER WORKS				
UNAPPROPRIATED SURPLUS	101			2,300,000	DIVISION OF WATER SUPPLY	101	303	7200	2,300,000
Subtotal Supplemental Appropriations				2,300,000	Subtotal Supplemental Appropriations				2,300,000
TOTAL FUND REDUCTIONS				6,123,200	TOTAL FUND INCREASES				6,123,200

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 102 Parking System Facilities

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					NON-DEPARTMENTAL ACCOUNTS				
UNAPPROPRIATED SURPLUS	102			1,040	GENERAL FUND OVERHEAD	102	944	7200	1,040
Subtotal Supplemental Appropriations				1,040	Subtotal Supplemental Appropriations				1,040
TOTAL FUND REDUCTIONS				1,040	TOTAL FUND INCREASES				1,040

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 103 Convention Center

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS		103		896,183	CONVENTION CENTER	103	243	7200	896,183
Subtotal Supplemental Appropriations				<u>896,183</u>	Subtotal Supplemental Appropriations				<u>896,183</u>
TOTAL FUND REDUCTIONS				896,183	TOTAL FUND INCREASES				896,183

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 104 General Aviation

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount	Fund	Agency	Appropriation Unit	\$ Amount	
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					DEPARTMENT OF TRANSPORTATION AND ENGINEERING				
UNAPPROPRIATED SURPLUS	104			58,160	AVIATION	104	234	7100	50,000
					NON-DEPARTMENTAL ACCOUNTS				
					WORKERS' COMPENSATION	104	921	7500	160
					GENERAL FUND OVERHEAD	104	944	7200	8,000
					Subtotal Supplemental Appropriations				
				<u>58,160</u>					<u>58,160</u>
TOTAL FUND REDUCTIONS				58,160	TOTAL FUND INCREASES				58,160

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 105 Municipal Golf

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
CINCINNATI RECREATION COMMISSION					CINCINNATI RECREATION COMMISSION				
MUNICIPAL GOLF	105	195	7100	40,000	MUNICIPAL GOLF	105	195	7200	40,000
Subtotal Transfers Within Appropriations				40,000	Subtotal Transfers Within Appropriations				40,000
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS	105			610,200	CINCINNATI RECREATION COMMISSION				
					MUNICIPAL GOLF	105	195	7200	610,000
Subtotal Supplemental Appropriations				610,200	NON-DEPARTMENTAL ACCOUNTS				
					GENERAL FUND OVERHEAD	105	944	7200	200
					Subtotal Supplemental Appropriations				610,200
TOTAL 105 FUND REDUCTIONS				650,200	TOTAL 105 FUND INCREASES				650,200

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 151 Bond Retirement

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF FINANCE					UNAPPROPRIATED SURPLUS				
TREASURY	151	134	7200	1,300,000		151			1,300,000
Subtotal Supplemental Appropriations				1,300,000	Subtotal Supplemental Appropriations				1,300,000
TOTAL FUND REDUCTIONS				1,300,000	TOTAL FUND INCREASES				1,300,000

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 301 Street Construction Maintenance & Repair

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF PUBLIC SERVICES				
NEIGHBORHOOD OPERATIONS DIVISION	301	253	7100	16,365	NEIGHBORHOOD OPERATIONS DIVISION	301	253	7100	29,135
NEIGHBORHOOD OPERATIONS DIVISION	301	253	7300	10,265	NEIGHBORHOOD OPERATIONS DIVISION	301	253	7200	42,890
NEIGHBORHOOD OPERATIONS DIVISION	301	253	7500	45,395					
Subtotal Transfers Within Appropriations				72,025	Subtotal Transfers Within Appropriations				72,025
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS					DEPARTMENT OF PARKS				
	301			496,740	DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	301	202	7100	3,900
					DEPARTMENT OF PUBLIC SERVICES				
					TRAFFIC AND ROAD OPERATIONS	301	252	7100	317,620
					TRAFFIC AND ROAD OPERATIONS	301	252	7500	141,375
					NEIGHBORHOOD OPERATIONS DIVISION	301	253	7100	33,115
					NON-DEPARTMENTAL ACCOUNTS				
					PUBLIC EMPLOYEE ASSISTANCE PROGRAM	301	919	7500	730
Subtotal Supplemental Appropriations				496,740	Subtotal Supplemental Appropriations				496,740
TOTAL FUND REDUCTIONS				568,765	TOTAL FUND INCREASES				568,765

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 302 Income Tax-Infrastructure

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
CITY MANAGER'S OFFICE					CITY MANAGER'S OFFICE				
PROCUREMENT	302	107	7500	6,500	PROCUREMENT	302	107	7200	6,500
DEPARTMENT OF FINANCE					DEPARTMENT OF TRANSPORTATION AND ENGINEERING				
ACCOUNTS AND AUDITS	302	133	7200	2,000	OFFICE OF THE DIRECTOR	302	231	7100	10,000
DEPARTMENT OF TRANSPORTATION AND ENGINEERING					OFFICE OF THE DIRECTOR	302	231	7500	20,000
TRANSPORTATION PLANNING	302	232	7100	100,000	TRAFFIC SERVICES	302	238	7100	80,000
TRANSPORTATION PLANNING	302	232	7500	60,000	TRAFFIC ENGINEERING	302	239	7100	150,000
ENGINEERING	302	233	7100	100,000	DEPARTMENT OF PUBLIC SERVICES				
DEPARTMENT OF PUBLIC SERVICES					TRAFFIC AND ROAD OPERATIONS	302	252	7100	3,000
TRAFFIC AND ROAD OPERATIONS	302	252	7300	10,600	CITY FACILITY MANAGEMENT	302	255	7100	9,600
Subtotal Transfers Within Appropriations				279,100	Subtotal Transfers Within Appropriations				279,100
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS	302			459,100	DEPARTMENT OF PARKS				
Subtotal Supplemental Appropriations				459,100	DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	302	202	7100	6,500
					DEPARTMENT OF TRANSPORTATION AND ENGINEERING				
					ENGINEERING	302	233	7200	200,000
					DEPARTMENT OF PUBLIC SERVICES				
					CITY FACILITY MANAGEMENT	302	255	7100	29,540
					CITY FACILITY MANAGEMENT	302	255	7200	183,170
					NON-DEPARTMENTAL ACCOUNTS				
					GENERAL FUND OVERHEAD	302	944	7200	39,890
					Subtotal Supplemental Appropriations				459,100
TOTAL FUND REDUCTIONS				738,200	TOTAL FUND INCREASES				738,200

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 303 Parking Meter Fund

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount	Fund	Agency	Appropriation Unit	\$ Amount	
SUPPLEMENTAL APPROPRIATIONS				SUPPLEMENTAL APPROPRIATIONS					
SOURCE ACCOUNTS				USE ACCOUNTS					
					ENTERPRISE SERVICES				
UNAPPROPRIATED SURPLUS	303			454,920					
					DIVISION OF PARKING FACILITIES	303	248	7100	269,900
					DIVISION OF PARKING FACILITIES	303	248	7200	100,060
					DIVISION OF PARKING FACILITIES	303	248	7500	56,100
					NON-DEPARTMENTAL ACCOUNTS				
					PUBLIC EMPLOYEE ASSISTANCE PROGRAM	303	919	7500	230
					WORKERS' COMPENSATION	303	921	7500	2,070
					GENERAL FUND OVERHEAD	303	944	7200	26,560
					Subtotal Supplemental Appropriations			454,920	
Subtotal Supplemental Appropriations				454,920	Subtotal Supplemental Appropriations				454,920
TOTAL FUND REDUCTIONS				454,920	TOTAL FUND INCREASES				454,920

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 306 Municipal Motor Vehicle License Tax

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF PUBLIC SERVICES				
TRAFFIC AND ROAD OPERATIONS	306	252	7200	33,000	TRAFFIC AND ROAD OPERATIONS	306	252	7100	33,000
Subtotal Transfers Within Appropriations				33,000	Subtotal Transfers Within Appropriations				33,000
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PUBLIC SERVICES					UNAPPROPRIATED SURPLUS				
TRAFFIC AND ROAD OPERATIONS	306	252	7200	22,255		306			22,255
Subtotal Supplemental Appropriations				22,255	Subtotal Supplemental Appropriations				22,255
TOTAL FUND REDUCTIONS				55,255	TOTAL FUND INCREASES				55,255

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 318 Sawyer Point

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PARKS					DEPARTMENT OF PARKS				
			UNAPPROPRIATED SURPLUS	318				DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	318 202 7100
			<i>Subtotal Supplemental Appropriations</i>	<u>1,200</u>				<i>Subtotal Supplemental Appropriations</i>	<u>1,200</u>
TOTAL FUND REDUCTIONS				1,200	TOTAL FUND INCREASES				1,200

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 329 Cincinnati Riverfront Park

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount	Fund	Agency	Appropriation Unit	\$ Amount	
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					NON-DEPARTMENTAL ACCOUNTS				
UNAPPROPRIATED SURPLUS	329			7,860	WORKERS' COMPENSATION	329	921	7500	380
					GENERAL FUND OVERHEAD	329	944	7200	7,480
				<u>7,860</u>					<u>7,860</u>
					Subtotal Supplemental Appropriations				
TOTAL FUND REDUCTIONS				7,860	TOTAL FUND INCREASES				7,860

SCHEDULE OF TRANSFER

FY 2026 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 416 Cincinnati Health District

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
CINCINNATI HEALTH DEPARTMENT					CINCINNATI HEALTH DEPARTMENT				
OFFICE OF THE COMMISSIONER	416	261	7100	180,000	OFFICE OF THE COMMISSIONER	416	261	7200	220,000
DIVISION OF TECHNICAL RESOURCES	416	262	7100	450,000	DIVISION OF TECHNICAL RESOURCES	416	262	7200	212,000
DIVISION OF PRIMARY HEALTH CARE - CENTERS	416	265	7100	50,000	DIVISION OF COMMUNITY HEALTH CENTERS	416	263	7100	248,000
Subtotal Transfers Within Appropriations				680,000	Subtotal Transfers Within Appropriations				680,000
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS				1,105,000	CINCINNATI HEALTH DEPARTMENT				
	416				DIVISION OF COMMUNITY HEALTH CENTERS	416	263	7100	174,000
					DIVISION OF COMMUNITY HEALTH CENTERS	416	263	7200	136,000
					DIVISION OF PRIMARY HEALTH CARE - PROGRAMS	416	264	7100	388,000
					DIVISION OF PRIMARY HEALTH CARE - PROGRAMS	416	264	7200	32,000
					DIVISION OF PRIMARY HEALTH CARE - CENTERS	416	265	7100	375,000
Subtotal Supplemental Appropriations				1,105,000	Subtotal Supplemental Appropriations				1,105,000
TOTAL FUND 416 REDUCTIONS				1,785,000	TOTAL FUND 416 INCREASES				1,785,000

May 6, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601525

**Subject: Emergency Ordinance – Budget: FY 2026 General Fund
Operating Budget Final Adjustment Ordinance (FAO)**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of \$12,069,949 from General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$15,389 from General Fund balance sheet reserve account no. 050x3421, “Income Tax Reserve for Refunds,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$52,210,792 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedules of Transfer, to realign and provide funds for the ongoing needs of City departments; **AUTHORIZING** the redesignation of an advance of \$600,000 from General Fund 050 to Parking Meter Fund No. 303, pursuant to Ordinance No. 0122-2025 as a permanent transfer; **AUTHORIZING** the fund advance and transfer of \$400,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 to be used for operations and to be repaid with future parking meter revenue; **AUTHORIZING** the transfer and return to source of \$360,000 from Cincinnati Police Department non-personnel operating budget account no. 050x227x7300 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$360,000 from the unappropriated surplus of General Fund 050 to permanent improvement program project account no. 758x222x262215, “Fixed License Plate Reader Cameras,” to realign sources with uses for additional license plate reader cameras; **AUTHORIZING** the transfer and return to source of \$131,624 from the Office of Environment and Sustainability non-personnel operating budget account no. 050x104x7200 to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$131,624 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x104x231029, “Green Cincinnati Sustainability Initiatives – GF,” to realign sources with uses for additional sustainability projects.

The attached Emergency Ordinance balances the City's General Fund operating budget accounts for FY 2026. The accounts are balanced by transferring appropriations within and between General Fund departments and relies on unappropriated surplus as well as reserve accounts. The Emergency Ordinance also transfers resources out of the General Fund for various purposes.

GENERAL FUND TRANSFERS WITHIN CURRENT APPROPRIATIONS

A total of \$8,046,974 will be transferred within current appropriations in order to offset various anticipated needs as outlined below.

City Manager's Office – \$320,000

The City Manager's Office reports a total non-personnel need of \$320,000 for contractual services related to public safety and violence reduction and the new City Hall café. Sufficient savings within the department's appropriations are available to cover the entirety of these needs. The City Manager's Office will return a net savings of \$170,000, which will be used to offset needs in other departments.

Department of Law – \$50,000

The Department of Law has a non-personnel need of \$50,000 related to outside counsel.

Department of Finance – \$134,000

The Department of Finance Office of the Director has a personnel need of \$44,000 related to increased personnel and benefit expenses. A non-personnel need of \$5,000 exists in the Office of the Director related to travel expenses. The Accounts and Audits Division has a personnel need of \$60,000 related to a temporarily double-filled position and increases to salary and benefit expenses related to the Cincinnati Organized and Dedicated Employees (CODE) bargaining agreement. The Accounts and Audits Division also has a non-personnel need of \$25,000 related to a potential tax liability. These needs will be offset by savings in other agencies, and \$211,000 of additional savings will be used to offset needs in other departments.

Department of City Planning and Engagement – \$53,402

The Department of City Planning and Engagement reports a personnel need of \$53,402 due to increased salary and benefit expenses. This will be partially offset by non-personnel savings of \$30,544. The remaining need will be covered by savings in other departments.

Citizen Complaint Authority – \$13,000

The Citizen Complaint Authority has a personnel need of \$13,000 due to increased salary and benefit expenses. This need will be offset by non-personnel savings.

Cincinnati Recreation Commission – \$520,400

A transfer of \$520,400 in personnel and non-personnel savings will be necessary to cover personnel needs and non-personnel needs related to increased salary and benefit expenses due to the Cincinnati Organized and Dedicated Employees (CODE)

and American Federation of State, County, and Municipal Employees (AFSCME) bargaining agreements, Rec@Nite expansion, and utility expenses. Sufficient savings within the department's appropriation are available to cover the entirety of these needs.

Department of Parks – \$36,700

Personnel savings in the Office of the Director will be used to offset personnel needs in the Division of Operations and Facility Management. Sufficient savings within the department's appropriation are available to cover the entirety of these needs.

Cincinnati Police Department – \$4,701,000

The Cincinnati Police Department requires a transfer of \$4,701,000 related to personnel and non-personnel needs across multiple agencies. \$4,571,000 in salary and fringe benefit needs are related to increased overtime expenses. \$130,000 in non-personnel needs in the Investigations and Administration Divisions exist due to increased wearing apparel costs. The department has personnel and non-personnel savings available in other agencies to offset these needs.

Department of Transportation and Engineering – \$120,000

Salary and fringe benefits savings in the Transportation Planning Division and the Division of Engineering in the amount of \$120,000 will be transferred to offset salary and fringe benefit needs in the Office of the Director, related to reduced capital project reimbursements.

Department of Public Services – \$322,330

\$322,330 in personnel and non-personnel savings in the Director's Office and the Neighborhood Operations Division (NOD) will cover a need for information technology (IT) services in the Director's Office, as well as American Federation of State, County, and Municipal Employees (AFSCME) lump sum payments and solid waste disposal expense increases in the Neighborhood Operations Division.

Non-Departmental Accounts – \$1,776,142

The Public Employees Assistance Program (PEAP) account requires a transfer of \$14,260 to cover benefits needs. The Workers' Compensation account requires a transfer of \$529,860 to cover benefits needs. The Unemployment Insurance account requires a transfer of \$47,200 to cover benefits needs. The Hamilton County Auditor and Treasurer Fees account requires a transfer of \$196,745 to cover treasurer fees. The Judgements Against the City account requires a transfer of \$500,000 and the Enterprise Software and Licenses account requires a transfer of \$488,077. These needs will be partially offset by \$945,000 in savings in other non-departmental accounts. The remaining need will be offset by savings in other departments.

GENERAL FUND SUPPLEMENTAL APPROPRIATIONS

Five departments require supplemental appropriations totaling \$44,163,818. These needs will be addressed using General Fund unappropriated surplus. Of that amount,

\$12,069,949 will come from General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Events, Other Emergency and One-Time Needs,” as this Emergency Ordinance authorizes the transfer of these funds to the unappropriated surplus of the General Fund. Of this transfer, \$10,140,474 will address FY 2026 personnel needs related to Cincinnati Organized and Dedicated Employees (CODE) and American Federation of State, County, and Municipal Employees (AFSCME) bargaining agreements and a grievance settlement agreement with the International Association of Fire Fighters (IAFF) as outlined in the FY 2025 Carryover to FY 2026 Report No. [202600200](#). The remaining \$1,929,475 is transferred to address needs related to FY 2026 Winter Operations.

Additionally, \$15,389 will come from General Fund balance sheet reserve account no. 050x3421, “Income Tax Reserve for Refunds,” as this Emergency Ordinance authorizes the transfer of the remaining funds in this reserve to the unappropriated surplus of the General Fund.

Department of Parks – \$733,300

The Department of Parks requires a supplemental appropriation of \$546,200 in personnel for increased salary expenses, including one-time payments related to the Cincinnati Organized and Dedicated Employees (CODE) bargaining agreement and other wage adjustments. Additionally, Parks requires a supplemental appropriation of \$187,100 for non-personnel needs related to increased sewer expenses, Summer in Cincy support, River Roots support, and Cincinnati Zoo real estate taxes.

Cincinnati Police Department – \$26,662,889

Supplemental appropriations totaling \$24,439,889 are needed in the Cincinnati Police Department to address overtime needs. The increased overtime need is attributed to increased Police Visibility Overtime (PVO) related to Downtown Event Deployment to curb violence and for large public events, such as FC Cincinnati and Cincinnati Bengals home games. Additionally, police off-duty detail expense is projected to be greater than anticipated, which is offset by additional detail revenue to be appropriated from the General Fund unappropriated surplus. \$2,223,000 is required to address non-personnel needs related to service weapon replacements, ballistic helmet replacements, expenses from FY 2025 paid in FY 2026 as moral obligations, increased court surveillance costs, and increased central warrants processing expenses.

Department of Public Services – \$2,035,775

The Department of Public Services Director’s Office requires a supplemental appropriation of \$97,800 related to the Deputy Director search, increased information technology (IT) expenses, and unbudgeted vehicle repairs. Traffic and Road Operations Division (TROD) winter operations needs total \$1,929,475 in both personnel and non-personnel. This includes bonus pay, increased overtime expenses, fleet repairs, reimbursements to other City agencies, ice control expenses, and weather stations. City Facility Management (CFM) has a personnel need of \$8,500 related to the American Federation of State, County, and Municipal Employees (AFSCME) bargaining agreement.

Cincinnati Fire Department – \$14,719,931

The Cincinnati Fire Department requires a supplemental appropriation of \$14,719,931 due to increased overtime spending and increases related to the International Association of Fire Fighters (IAFF) grievance settlement agreement. This includes \$14,521,931 in personnel for salary and benefits and \$198,000 in non-personnel for increases to service requirement allowance pay.

Non-Departmental Accounts – \$11,923

The Enterprise Software and Licenses account requires a supplemental appropriation of \$11,923 for increased software expenses.

GENERAL FUND TRANSFERS TO CAPITAL BUDGET

Two departments require a transfer from the unappropriated surplus of the General Fund to existing permanent improvement program project accounts and capital improvement program project accounts. A total of \$491,624 will be transferred.

Cincinnati Police Department – \$360,000

The Cincinnati Police Department has an existing appropriation of \$360,000 for fixed license plate reader cameras which will be returned to the unappropriated surplus of the General Fund and subsequently appropriated to existing permanent improvement program project account no. 758x222x262215, “Fixed License Plate Reader Cameras,” as the expense is more appropriately classified as a permanent improvement project.

City Manager’s Office: Office of Environment and Sustainability – \$131,624

The Office of Environment and Sustainability has a non-personnel savings of \$131,624 upon completion of the fleet electrification plan that will be returned to the unappropriated surplus of the General Fund and then appropriated to existing capital improvement program project account no. 980x104x231029, “Green Cincinnati Sustainability Initiatives – GF,” for future sustainability initiatives.

GENERAL FUND REDESIGNATION

This Emergency Ordinance authorizes the redesignation of a fund advance of \$600,000 from General Fund 050 to Parking Meter Fund 303, pursuant to Ordinance No. 0122-2025, as a permanent transfer.

GENERAL FUND TRANSFER OUT

This Emergency Ordinance authorizes the transfer out of General Fund resources, as outlined below.

Parking Meter Fund 303 Fund Advance – \$400,000

A transfer of \$400,000 as a fund advance to Parking Meter Fund 303 is necessary to provide resources for continued operations. The advance will be repaid with future parking meter revenue.

The reason for the emergency is the immediate need to realign and provide funds for the ongoing needs of City departments to ensure the continuation of uninterrupted services through the end of Fiscal Year 2026.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

EMERGENCY

JWF

- 2026

AUTHORIZING the transfer of \$12,069,949 from General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$15,389 from General Fund balance sheet reserve account no. 050x3421, “Income Tax Reserve for Refunds,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$52,210,792 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedules of Transfer, to realign and provide funds for the ongoing needs of City departments; **AUTHORIZING** the redesignation of an advance of \$600,000 from General Fund 050 to Parking Meter Fund No. 303, pursuant to Ordinance No. 122-2025 as a permanent transfer; **AUTHORIZING** the fund advance and transfer of \$400,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 to be used for operations and to be repaid with future parking meter revenue; **AUTHORIZING** the transfer and return to source of \$360,000 from Cincinnati Police Department non-personnel operating budget account no. 050x227x7300 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$360,000 from the unappropriated surplus of General Fund 050 to permanent improvement program project account no. 758x222x262215, “Fixed License Plate Reader Cameras,” to realign sources with uses for additional license plate reader cameras; **AUTHORIZING** the transfer and return to source of \$131,624 from the Office of Environment and Sustainability non-personnel operating budget account no. 050x104x7200 to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$131,624 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x104x231029, “Green Cincinnati Sustainability Initiatives – GF,” to realign sources with uses for additional sustainability projects.

WHEREAS, a need has arisen since the beginning of the Fiscal Year 2026 to transfer various sums according to the attached Schedules of Transfer to realign and provide funds for the ongoing needs of City departments; and

WHEREAS, \$8,046,974 is being transferred within current FY 2026 appropriations and \$44,163,818 is being transferred from the unappropriated surplus of the General Fund for ongoing operating needs; and

WHEREAS, Ordinance No. 29-2026 transferred \$17,763,995 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2580, “Reserve for Weather Events, Other Emergency and One-Time Needs,” to provide resources for unanticipated emergencies, including those caused by unusual weather events, to increase the City’s reserve, and for one-time needs, including costs associated with new bargaining agreements between the City and Cincinnati Organized and Dedicated Employees (“CODE”) and American Federation of State, County, and Municipal Employees (“AFSCME”), and a grievance settlement agreement with the International Association of Fire Fighters (“IAFF”); and

WHEREAS, \$10,140,474 remains in General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Emergency One-Time Needs," to cover FY 2026 costs related to CODE and AFSCME bargaining agreements and a grievance settlement agreement with the IAFF as outlined in the FY 2025 Carryover to FY 2026 Report No. 202600200; and

WHEREAS, an additional \$1,929,475 will be transferred from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Emergency One-Time Needs," to the unappropriated surplus of General Fund 050 to address FY 2026 Winter Operations needs; and

WHEREAS, the Parking Meter Fund is unable to repay the fund advance of \$600,000 authorized in Ordinance No. 122-2025, so it must be redesignated as a permanent transfer; and

WHEREAS, an additional fund advance of \$400,000 to Parking Meter Fund 303 is required to provide resources for continued operations, and the advance will be repaid with future parking meter revenue; and

WHEREAS, \$360,000 of existing resources in the Cincinnati Police Department's General Fund non-personnel operating budget earmarked for fixed license plate reader cameras is more appropriately classified as a permanent improvement project necessitating the transfer of funds; and

WHEREAS, upon completion of the fleet electrification plan, \$131,624 remains of the allocation, which will be returned to capital improvement program project account no. 980x104x231029, "Green Cincinnati Sustainability Initiatives – GF," for future sustainability initiatives; and

WHEREAS, transferring various sums and realigning certain operating accounts will allow for the continuation of uninterrupted services through the end of FY 2026; now, therefore,

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

Section 1. That \$12,069,949 is transferred from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050.

Section 2. That \$15,389 is transferred from General Fund balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," to the unappropriated surplus of General Fund 050.

Section 3. That a total of \$52,210,792, existing within the General Fund and the unappropriated surplus of the General Fund, is transferred within said fund according to the attached Schedules of Transfer to realign certain operating accounts and to provide funds for the ongoing needs of City departments.

Section 4. That Council redesignates the fund advance of \$600,000 to Parking Meter Fund 303 authorized in Ordinance No. 122-2025 as a permanent transfer.

Section 5. That Council authorizes a fund advance and transfer of \$400,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 to provide resources for operations. The fund advance shall be repaid with future parking meter revenue.

Section 6. That \$360,000 is transferred and returned to source from the Cincinnati Police Department non-personnel operating budget account no. 050x227x7300 to the unappropriated surplus of General Fund 050.

Section 7. That \$360,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to permanent improvement program project account no. 758x222x262215, "Fixed License Plate Reader Cameras," to realign sources with uses for additional license plate reader cameras.

Section 8. That \$131,624 is transferred and returned to source from the Office of Environment and Sustainability non-personnel operating budget account no. 050x104x7200 to the unappropriated surplus of General Fund 050.

Section 9. That \$131,624 is transferred and appropriated from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x104x231029, "Green Cincinnati Sustainability Initiatives – GF," to realign sources with uses for additional sustainability projects.

Section 10. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 9 and the attached Schedules of Transfer.

Section 11. 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 realign and provide funds for the ongoing needs of City departments to ensure the continuation of uninterrupted services through the end of Fiscal Year 2026.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

SCHEDULE OF TRANSFER

FY 2026 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE

Fund 050 General Fund

REDUCTIONS					INCREASES				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
CITY MANAGER'S OFFICE					CITY MANAGER'S OFFICE				
OFFICE OF BUDGET & EVALUATION	050	102	7100	40,000	CITY MANAGER'S OFFICE	050	101	7200	320,000
OFFICE OF BUDGET & EVALUATION	050	102	7200	50,000	DEPARTMENT OF LAW				
OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050	104	7200	400,000	LAW - CIVIL	050	111	7200	50,000
DEPARTMENT OF FINANCE					DEPARTMENT OF FINANCE				
ACCOUNTS AND AUDITS	050	133	7200	65,000	OFFICE OF THE DIRECTOR	050	131	7100	14,000
ACCOUNTS AND AUDITS	050	133	7500	10,000	OFFICE OF THE DIRECTOR	050	131	7200	5,000
TREASURY	050	134	7200	25,000	OFFICE OF THE DIRECTOR	050	131	7500	30,000
TREASURY	050	134	7300	10,000	ACCOUNTS AND AUDITS	050	133	7100	60,000
TREASURY	050	134	7400	30,000	ACCOUNTS AND AUDITS	050	133	7400	25,000
RISK MANAGEMENT	050	135	7400	100,000	DEPARTMENT OF CITY PLANNING AND ENGAGEMENT				
INCOME TAX	050	136	7100	50,000	CITY PLANNING	050	171	7100	53,402
INCOME TAX	050	136	7200	55,000	CITIZEN COMPLAINT AUTHORITY				
DEPARTMENT OF CITY PLANNING AND ENGAGEMENT					CITY PLANNING	050	171	7400	4,500
CITY PLANNING	050	171	7200	26,044	CINCINNATI RECREATION COMMISSION				
CITY PLANNING	050	171	7400	4,500	WEST REGION	050	191	7100	125,000
CITIZEN COMPLAINT AUTHORITY					EAST REGION	050	192	7100	125,000
CITIZEN COMPLAINT AUTHORITY	050	181	7200	11,000	CENTRAL REGION	050	193	7100	130,000
CITIZEN COMPLAINT AUTHORITY	050	181	7300	2,000	ATHLETICS	050	197	7100	80,000
CINCINNATI RECREATION COMMISSION					ATHLETICS	050	197	7200	60,400
SUPPORT SERVICES	050	199	7100	350,000	DEPARTMENT OF PARKS				
SUPPORT SERVICES	050	199	7500	150,000	DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	050	202	7100	36,700
SUPPORT SERVICES	050	199	7600	20,400	CINCINNATI POLICE DEPARTMENT				
DEPARTMENT OF PARKS					PATROL BUREAU	050	222	7100	1,834,400
OFFICE OF THE DIRECTOR	050	201	7100	36,700	PATROL BUREAU	050	222	7500	2,736,600
DEPARTMENT OF BUILDINGS AND INSPECTIONS					INVESTIGATIONS BUREAU	050	225	7300	75,000
BUILDINGS & INSPECTIONS, LICENSES & PERMITS	050	211	7200	450,000	ADMINISTRATION BUREAU	050	227	7300	55,000
CINCINNATI POLICE DEPARTMENT					DEPARTMENT OF TRANSPORTATION AND ENGINEERING				
STRATEGIC INNOVATIONS BUREAU	050	226	7300	130,000	OFFICE OF THE DIRECTOR	050	231	7100	80,000
ADMINISTRATION BUREAU	050	227	7100	1,834,400	OFFICE OF THE DIRECTOR	050	231	7500	40,000
ADMINISTRATION BUREAU	050	227	7500	2,736,600	DEPARTMENT OF PUBLIC SERVICES				
DEPARTMENT OF TRANSPORTATION AND ENGINEERING					DIRECTOR'S OFFICE	050	251	7200	70,000
TRANSPORTATION PLANNING	050	232	7100	50,000	NEIGHBORHOOD OPERATIONS DIVISION	050	253	7100	145,500
TRANSPORTATION PLANNING	050	232	7500	20,000	NEIGHBORHOOD OPERATIONS DIVISION	050	253	7200	106,830
ENGINEERING	050	233	7100	40,000					
ENGINEERING	050	233	7500	10,000					
ENTERPRISE SERVICES									
DIVISION OF PARKING FACILITIES	050	248	7100	15,000					
DIVISION OF PARKING FACILITIES	050	248	7500	5,000					

SCHEDULE OF TRANSFER

FY 2026 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE

Fund 050 General Fund

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
DEPARTMENT OF PUBLIC SERVICES					NON-DEPARTMENTAL ACCOUNTS				
DIRECTOR'S OFFICE	050	251	7400	70,000	PUBLIC EMPLOYEE ASSISTANCE PROGRAM	050	919	7500	14,260
NEIGHBORHOOD OPERATIONS DIVISION	050	253	7100	152,765	WORKERS' COMPENSATION	050	921	7500	529,860
NEIGHBORHOOD OPERATIONS DIVISION	050	253	7300	62,875	UNEMPLOYMENT INSURANCE	050	923	7500	47,200
NEIGHBORHOOD OPERATIONS DIVISION	050	253	7400	825	HAMILTON COUNTY AUDITOR AND TREASURER FEES	050	942	7200	196,745
NEIGHBORHOOD OPERATIONS DIVISION	050	253	7500	35,865	JUDGMENTS AGAINST THE CITY	050	951	7400	500,000
					ENTERPRISE SOFTWARE AND LICENSES	050	952	7400	488,077
DEPARTMENT OF ECONOMIC INCLUSION									
ECONOMIC INCLUSION	050	281	7100	50,000					
ECONOMIC INCLUSION	050	281	7400	3,000					
NON-DEPARTMENTAL ACCOUNTS									
LUMP SUM PAYMENT	050	924	7100	665,000					
TUITION REIMBURSEMENT	050	928	7400	50,000					
ELECTION EXPENSE	050	946	7200	50,000					
ELECTION EXPENSE	050	946	7400	170,000					
CRA APPLICATION FEES	050	947	7200	10,000					
TOTAL FUND 050 REDUCTIONS				8,046,974	TOTAL FUND 050 INCREASES				8,046,974

SCHEDULE OF TRANSFER

FY 2026 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE

Fund 050 General Fund

<i>REDUCTIONS</i>				<i>INCREASES</i>					
	Fund	Agency	Appropriation Unit	\$ Amount	Fund	Agency	Appropriation Unit	\$ Amount	
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS				44,163,818	DEPARTMENT OF PARKS				
					050	202	7100	382,900	
					050	202	7200	127,000	
					050	202	7300	2,300	
					050	202	7400	57,800	
					050	203	7100	163,300	
					CINCINNATI POLICE DEPARTMENT				
					050	222	7100	13,476,010	
					050	222	7200	290,000	
					050	222	7500	1,273,879	
					050	225	7100	4,125,000	
					050	225	7200	222,000	
					050	225	7500	1,595,000	
					050	226	7100	3,295,000	
					050	226	7200	50,000	
					050	226	7500	675,000	
					050	227	7200	822,000	
					050	227	7300	839,000	
					DEPARTMENT OF PUBLIC SERVICES				
					050	251	7200	97,800	
					050	252	7100	294,650	
					050	252	7200	1,120,540	
					050	252	7300	479,590	
					050	252	7400	34,695	
					050	255	7100	8,500	
					CINCINNATI FIRE DEPARTMENT				
					050	271	7100	10,678,606	
					050	271	7400	198,000	
					050	271	7500	3,843,325	
					NON-DEPARTMENTAL ACCOUNTS				
					050	952	7400	11,923	
TOTAL FUND REDUCTIONS				44,163,818	TOTAL FUND INCREASES				44,163,818

City of Cincinnati



801 Plum Street, Suite 348
Cincinnati, Ohio 45202

Phone: (513) 352-3466
Email: meeka.owens@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

202401511

Meeka D. Owens
Cincinnati City Council

April 29th, 2026

MOTION: Exploring the Welcoming City Accreditation

WE MOVE that the City Administration be, and hereby is, authorized and directed to pursue the Certified Welcoming designation from Welcoming America on behalf of the City of Cincinnati.

A handwritten signature in blue ink, appearing to read "Meeka D. Owens", is written over a horizontal line.

Councilmember Meeka D. Owens

A handwritten signature in black ink, appearing to read "Ryan James", is written over a horizontal line.

Councilmember Ryan James

STATEMENT

The City of Cincinnati has a long and established history of welcoming immigrants and refugees whose contributions strengthen the civic, cultural, and economic fabric of the community. Data documented by Cincinnati Compass, a collaborative of the Cincinnati USA Regional Chamber, the City of Cincinnati, and more than 65 community partners, demonstrates that recent population growth in the region is driven largely by immigrants and refugees relocating to Greater Cincinnati, underscoring the importance of a proactive and coordinated welcoming strategy for the City's long-term vitality.

In 2017, Cincinnati formally affirmed its status as a welcoming city and has since taken meaningful steps to support immigrant and refugee residents, including sustained investment in legal services through the Immigrant and Refugee Law Center beginning in 2018. These actions reflect a strong foundation upon which the City can further institutionalize immigrant inclusion.

The Green Cincinnati Plan includes a strategic priority to develop a "Climate Migration Response Plan." This work includes efforts to make newcomers of any background feel welcome and have ease in navigating our city and culture.

Welcoming America's **Certified Welcoming** designation provides a nationally recognized, evidence-based framework for local governments to assess and strengthen immigrant inclusion efforts across seven core areas: Civic Engagement; Connected Communities; Economic Development; Education; Equitable Access; Government and Community Leadership; and Safe Communities. The program's tiered one-to-five-star structure allows municipalities of varying capacity to demonstrate progress and continuous improvement.

The certification process—consisting of a self-assessment, desktop review, evaluative audit, and final report—offers an objective, third-party evaluation that highlights community strengths and identifies opportunities for growth. Cities such as Detroit, Pittsburgh, Philadelphia, and Dayton report that achieving Certified Welcoming status has increased accountability, attracted regional and national investment, and embedded welcoming practices across government operations.

Cincinnati already benefits from a robust ecosystem of immigrant-serving organizations, faith institutions, schools, workforce development entities, legal aid providers, and business leaders whose work aligns closely with Welcoming America's standards. Leveraging this existing capacity through a formal certification process would provide a shared framework to align City departments, strengthen partnerships, and guide future policy and investment over the four-year certification period.

DR
CAL-CCSI
4/2a

The following information was obtained from the records of the California Coastal Commission (CCC) regarding the proposed development of the [redacted] project. The project is located in the [redacted] area of the [redacted] County, California. The project consists of [redacted] and is proposed to be developed by [redacted]. The project is subject to the California Coastal Act of 1972 and the California Coastal Commission's jurisdiction. The CCC has reviewed the project and has determined that it is consistent with the California Coastal Act and the Commission's policies. The CCC has issued a decision regarding the project, which is available for public review. The decision is based on the following findings: [redacted]. The CCC has determined that the project is consistent with the California Coastal Act and the Commission's policies. The CCC has issued a decision regarding the project, which is available for public review. The decision is based on the following findings: [redacted].

April 29, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202601460

Subject: Emergency Ordinance – Approving and Authorizing CRA Tax Exemption Agreement with 23 West Court Holdings LLC

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 23 W Court Holdings LLC, an affiliate of YOLO Investments LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 21 West Court Street in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 4,800 square feet of commercial space and approximately 19,568 square feet of residential space consisting of twelve residential rental dwelling units, at a total construction cost of approximately \$2,800,152.

STATEMENT

HOUSING: The additional housing units this project will provide will go toward helping to alleviate Cincinnati’s strained housing market, which is currently experiencing increasing affordability issues due to lack of supply.

OFFICE/COMMERCIAL: The addition of this commercial unit will help contribute to Cincinnati’s economic stability by opening up more potential for future job opportunities through increased space for new tenants.

BACKGROUND/CURRENT CONDITIONS

The project entails the renovation of a historic building located at 21 West Court Street in the Central Business District. The building is four stories and 24,368 square feet. The developer plans to rehabilitate the upper floors to create 12 market-rate residential units (19,568 sq ft) and the lower level will remain as commercial space (4,800 sq ft). As presented, the project will be funded solely by owner equity, a construction loan, and federal historic tax credit equity.

DEVELOPER INFORMATION

YOLO Investments LLC is a development construction services company with a focus on revitalization of historic assets in the urban core. YOLO Investments LLC is known for its work in the Central Business District and has demonstrated experience with historic preservation projects, more recently like 312 W 4th Street located in the Central Business District and 700 Chalfonte Place located in Avondale, both of which received historic tax credits and tax abatements.

RECOMMENDATION

The Administration recommends approval of this (Emergency) Ordinance.

This is an Emergency Ordinance to allow the Developer to lock in construction pricing and begin construction as quickly as possible.

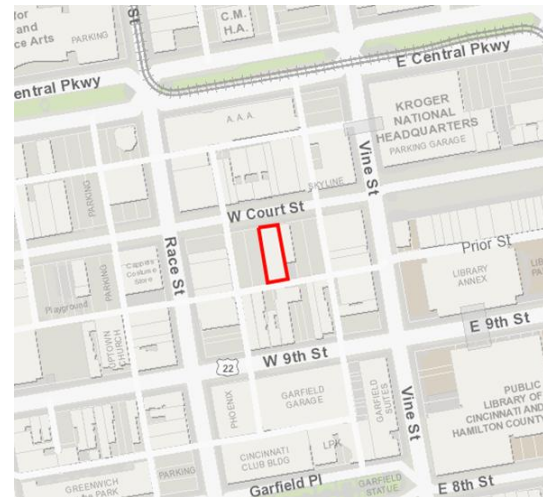
Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	21 West Court Street CRA
Street Address	21 West Court Street
Neighborhood	Downtown
Property Condition	Vacant Building
Project Type	Renovation
Project Cost	Hard Construction Costs: \$2,510,700 Acquisition Costs: \$1,200,000 Soft Costs: \$289,452 Total Project Cost: \$4,000,152
Private Investment	Private Financing: \$2,800,000 Developer Equity: \$1,200,152
Sq. Footage by Use	Residential: 19,568 SF Office: 4,800 SF
Number of Units and Rent Ranges	3 1-BR Units; Rented at \$1,600 3 2-BR Units; Rented at \$1,950 6 3-BR Units; Rented at \$1,450 12 Total Units
Median 1-BD Rent Affordable To	Salary: \$63,966 City Job Classification: Public Health Nurse 1, PEAP Counselor, Senior Engineering Technician
Jobs and Payroll	Created FTE Positions: 2 Total Payroll for Created FTE Positions: \$116,000 Average Salary for Created FTE Positions: \$58,000 Construction FTE Positions: 16 Total Payroll for Construction FTE Positions: \$822,400
Location and Transit	Located within the OTR Historic District Transit Score: 81
Community Engagement	No documented community engagement
Plan Cincinnati Goals	Live Initiative Area Goal 3 (p. 164-168), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map



Proposed Incentive

Incentive Terms	15-year, net 52%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area
“But For”	Commercial CRAs in streetcar areas are not subject to the point system under the Commercial CRA policy
Environmental Building Certification	Not LEED certified
VTICA	Streetcar VTICA – 15%
SBE/MBE/WBE Goals	SBE Goal of 30%

Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$28,166
Total Term Incentive to Developer	\$422,496
City's Portion of Property Taxes Forgone (Term)	\$114,181
City's TIF District Revenue Forgone (Term)	\$593,119

Public Benefit	Value	
CPS PILOT	Annual	\$17,875
	Total Term	\$268,122
VTICA	Annual	\$8,125
	Total Term	\$121,874
Income Tax Total Term (Maximum)		\$77,760
Total Public Benefit (CPS PILOT, VTICA, Income Tax)		\$467,756

Total Public Benefit ROI*	\$1.11
City's ROI**	\$0.66

* This figure represents the total dollars returned for public purposes (City/Schools/Other) over the benefit received.

**This figure represents the total dollars returned for City/ over the City's property taxes forgone.

For Reference: 2025 Cincinnati MSA Area Median Income Limits

AMI	1	2	3	4	5	6	7	8
30%	\$23,500	\$26,850	\$30,200	\$33,550	\$36,250	\$38,950	\$41,650	\$44,300
50%	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800
60%	\$46,980	\$53,700	\$60,420	\$67,080	\$72,480	\$77,820	\$83,220	\$88,560
80%	\$62,650	\$71,600	\$80,550	\$89,450	\$96,650	\$103,800	\$110,950	\$118,100

EMERGENCY

EVK

- 2026

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 23 W Court Holdings LLC, an affiliate of YOLO Investments LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 21 West Court Street in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 4,800 square feet of commercial space and approximately 19,568 square feet of residential space consisting of twelve residential rental dwelling units, at a total construction cost of approximately \$2,800,152.

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

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

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

WHEREAS, 23 W Court Holdings LLC (the “Company”) desires to remodel an existing building on real property at 21 West Court Street located within the corporate boundaries of the City of Cincinnati into approximately 4,800 square feet of commercial space and approximately 19,568 square feet of residential space consisting of twelve residential rental dwelling units (collectively, 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 amended, the “Board of Education Agreement”), has approved exemptions of up to 100 percent of

Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the City’s Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$20,516; 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 fifteen percent of the exempt real property taxes, which funds shall be committed by the third-party organization to support the streetcar that specially benefits 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 R.C. Section 3735.673; now, therefore,

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with 23 W Court Holdings LLC (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 21 West Court Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 4,800 square feet of commercial space and approximately 19,568 square feet of residential space consisting of twelve residential rental dwelling units, to be completed at a total construction cost of approximately \$2,800,152.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the “City”) in substantially the form of Attachment A to this ordinance;
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and

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

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

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

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 23 W COURT HOLDINGS LLC, an Ohio limited liability company (the "Company"), an affiliate of YOLO Investments LLC.

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, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 21 West Court 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 five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- 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 the City application fee of \$1,250 made payable to the City.

- 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 (as amended), has approved exemptions of up to 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 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 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- 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 support the streetcar that specially benefits 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 the Streetcar 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. _____-2026, passed by Cincinnati City Council on _____, 2026.
- 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 on the Property into approximately 4,800 square feet of commercial space and approximately 19,568 square feet of residential space consisting of 12 residential rental dwelling units (collectively, the “Improvements”) at an estimated aggregate cost of \$2,800,152.10 to commence after the execution of this Agreement and to be completed no later than April 1, 2028; *provided*, however, that the Director of the Department of Community and Economic Development (the “Housing Officer”) may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director’s judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City’s Housing Officer), the Company must file the appropriate application for tax exemption with the City’s Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (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 2029 nor extend beyond the earlier of (i) tax year 2043 or (ii) the end of the 15th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer,

or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

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

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

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. §101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(B)(7), 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.

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 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 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 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) 16 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 3 years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$116,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$822,400 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 25% of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), 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 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 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax

Incentive Review Council (the “Annual Review and Report”). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 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 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 \$1,000 and/or a term of imprisonment of not more than 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 the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

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

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

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

To the City:

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

To the Company:

YOLO Investments LLC
Attention: Nadav Livne
421 Brooke Hill Court
Liberty Township, Ohio 45011

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

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

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

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

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

principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

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

23 W COURT HOLDINGS LLC,
an Ohio limited liability company

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

By: _____

Date: _____, 2026

Printed Name: _____

Title: _____

Date: _____, 2026

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 21 West Court Street, Cincinnati, Ohio 45202

Auditor Parcel No.: 076-0002-0151-00

Situate in the City of Cincinnati, Hamilton County, Ohio and more particularly described as follows:

Beginning at a point in the south line of Court Street, 189.88 feet west of the west line of Vine Street as measured along the south line of Court Street; thence South $14^{\circ} 03'$ east a distance of 130.13 feet to the north line of Carter Alley; thence south $76^{\circ} 00'$ west along with the north line of said alley, a distance of 46.55 feet; thence north $14^{\circ} 05'$ west a distance of 130.13 feet to the south line of Court Street; thence along said south line north $76^{\circ} 00'$ east a distance of 46.62 feet to the place of beginning. Adjoining on the east for the support of the building on the above-described premises.

Together with an easement to use and maintain the 17-inch wall adjoining on the east for the support of the building on the above-described premises.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

April 29, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202601483

Subject: Emergency Ordinance – Approving and Authorizing a CRA Tax Exemption Agreement with Harrison Avenue Townhomes, LLC

Attached is an Emergency Ordinance captioned:

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Harrison Avenue Townhomes LLC, an affiliate of Kaiker Development LLC, thereby authorizing a twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 2280 Harrison Avenue in the Westwood neighborhood of Cincinnati, in connection with the construction of five buildings, each containing two units, with a total of approximately 16,950 square feet of residential space, consisting of a total of ten residential rental dwelling units, at a total construction cost of approximately \$2,407,500.

STATEMENT

HOUSING: The additional housing units this project will provide will go toward helping to alleviate Cincinnati’s strained housing market, which is currently experiencing increasing affordability issues due to lack of supply. The project is an opportunity to create new housing units that are not only quality, but affordable.

BACKGROUND/CURRENT CONDITIONS

The project is located at 2280 Harrison Avenue in the Westwood neighborhood. The property is presently vacant, with the anticipation of 5 new semi-modular duplexes to be constructed. Once the project is complete it will result in the new creation of 10 family units (3 Bedrooms) at 80% AMI. The project has strong community support and receives \$1.2 million in subsidy through the Housing Catalytic Fund.

DEVELOPER INFORMATION

Harrison Avenue Townhomes, LLC is an Ohio based company, owned by Kai Lewars, and affiliated with Kaiker Development, LLC. Prior to this project the Developer has developed multiple projects within Cincinnati. These projects include State Avenue Lofts (12 units), 2118 W. 8th Street (5 units), and 518-530 Hale Avenue (7 units).

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

This is an Emergency Ordinance to allow the Developer to lock in construction pricing and begin construction as quickly as possible.

Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	Harrison Avenue Townhomes
Street Address	2280 Harrison Avenue
Neighborhood	Westwood
Property Condition	Vacant Land
Project Type	New Construction
Project Cost	Hard Construction Costs: \$2.4 Million Acquisition Costs: \$15,000 Soft Costs: \$439,615 Total Project Cost: \$2.8 Million
Private Investment	Private Financing: \$ 2,567,500 Developer Equity: \$ 314,070
Sq. Footage by Use	Residential: 16,950 SF
Number of Units and Rent Ranges	10 3-BR Units; Rent \$2,200 10 Total Units
Median 3-BD Rent Affordable To	Salary: \$88,000.00 City Job Classification: Senior City Planning Tech, Industrial Investigator, Parks/Rec Maintenance Crew Leader
Jobs and Payroll	Created FTE Positions: 1 Total Payroll for Created FTE Positions: \$70,000 Average Salary for Created FTE Positions: \$70,000 Construction FTE Positions: 7 Total Payroll for Construction FTE Positions: \$450,000
Transit	Transit Score: 38
Community Engagement	Westwood Community Urban Redevelopment Corporation supports the project.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map



Proposed Incentive

Incentive Terms	12-year, net 67%
Incentive Application Process	Commercial CRA – Neighborhood (Non-LEED)
“But For” (0-3 points)	Without Abatement: 5.99% rate of return (stabilized) With Abatement: 13.44% rate of return (stabilized) (3 points)
Environmental Building Certification (0-5 points)	Non-LEED (0 points)
VTICA (0-8 points)	Neighborhood VTICA – 15% (8 points)
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	City provided subsidy to the project of ~ \$1.2 Million from the Housing Catalytic Fund

Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$19,779
Total Term Incentive to Developer	\$237,349
City's Portion of Property Taxes Forgone (Term)	\$75,634
City's TIF District Revenue Forgone (Term)	\$0

Public Benefit	Value	
CPS PILOT	Annual	\$12,552
	Total Term	\$150,625
VTICA	Annual	\$5,706
	Total Term	\$68,466
Income Tax Total Term (Maximum)	\$334,475	
Total Public Benefit (CPS PILOT, VTICA, Income Tax)	\$553,566	

Total Public Benefit ROI*	\$2.33
City's ROI**	\$4.42

* This figure represents the total dollars returned for public purposes (City/Schools/Other) over the benefit received.

**This figure represents the total dollars returned for City/ over the City's property taxes forgone.

For Reference: 2025 Cincinnati MSA Area Median Income Limits

AMI	1	2	3	4	5	6	7	8
30%	\$23,500	\$26,850	\$30,200	\$33,550	\$36,250	\$38,950	\$41,650	\$44,300
50%	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,350	\$69,350	\$73,800
60%	\$46,980	\$53,700	\$60,420	\$67,080	\$72,480	\$77,820	\$83,220	\$88,560
80%	\$62,650	\$71,600	\$80,550	\$89,450	\$96,650	\$103,800	\$110,950	\$118,100

EMERGENCY

City of Cincinnati

EVK

EESW

An Ordinance No. _____

- 2026

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Harrison Avenue Townhomes LLC, an affiliate of Kaiker Development LLC, thereby authorizing a twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 2280 Harrison Avenue in the Westwood neighborhood of Cincinnati, in connection with the construction of five buildings, each containing two units, with a total of approximately 16,950 square feet of residential space, consisting of a total of ten residential rental dwelling units, at a total construction cost of approximately \$2,407,500.

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

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

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

WHEREAS, Harrison Avenue Townhomes LLC (the “Company”) desires to construct five buildings, each containing two units, with a total of approximately 16,950 square feet of residential space, consisting of a total of ten residential rental dwelling units (collectively, 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 amended, the “Board of Education Agreement”), has approved exemptions of up to 100 percent

of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$19,799; 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 fifteen percent 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 citywide basis; and

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with Harrison Avenue Townhomes LLC (the "Agreement"), thereby authorizing a twelve-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 2280 Harrison Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of five buildings, each containing two units, with a total of approximately 16,950 square feet of residential space, consisting of a total of ten residential rental dwelling units, to be completed at a total construction cost of approximately \$2,407,500.

Section 2. That Council authorizes the City Manager:

- (a) to execute the Agreement on behalf of the City of Cincinnati (the "City") in substantially the form of Attachment A to this ordinance;
- (b) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with

Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and

- (c) 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: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and HARRISON AVENUE TOWNHOMES LLC, an Ohio limited liability company (the "Company"), an affiliate of Kaiker Development LLC.

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, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 2280 Harrison Avenue, Cincinnati, Ohio 45211 (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 the construction of buildings 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 five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- 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, and has remitted with the Application the City application fee of \$1,250 made payable to the City.
- 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 (as amended), has approved exemptions of up to 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 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 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- 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. The Company acknowledges that the Westwood 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 Westwood 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 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 improvements and neighborhood services furthering urban redevelopment in the Westwood 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.

P. This Agreement has been authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

Q. 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 5 buildings, each containing 2 units, on the Property with a total of approximately 16,950 square feet of residential space, consisting of a total of 10 residential rental dwelling units (the "Improvements") at an estimated aggregate cost of \$2,407,500 to commence after the execution of this Agreement and to be completed no later than September 30, 2029; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 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, 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 2030 nor extend beyond the earlier of (i) tax year 2041 or (ii) the end of the 12th year of exemption.

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

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

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

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. §101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(B)(7), 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.

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 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 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 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) 1 full-time permanent jobs, and (ii) 7 full-time temporary construction jobs. 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 3 years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$70,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$450,000 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 25% of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), 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 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 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such

a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 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 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 \$1,000 and/or a term of imprisonment of not more than 6 months.

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

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

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

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

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

To the City:

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

To the Company:

Harrison Avenue Townhomes LLC
Attention: Kai Lewars
2819 Harrison Avenue
Cincinnati, Ohio 45211

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 acknowledgment that has been approved in advance in writing by the City.

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

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

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

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

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

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

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

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671, the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding

anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

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

HARRISON AVENUE TOWNHOMES LLC,
an Ohio limited liability company

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

Date: _____, 2026

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 2280 Harrison Avenue, Cincinnati, Ohio 45211

Auditor Parcel No.: 206-0009-0053-00

SITUATE IN SECTION 32, TOWN 3, FRACTIONAL RANGE 2, CITY OF CINCINNATI, MILLCREEK TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING ALL OF THE LANDS OF THE HAMILTON COUNTY LAND REUTILIZATION CORPORATION, AS RECORDED IN OR BK 13030, PAGE 527 OF THE HAMILTON COUNTY OHIO RECORDER'S OFFICE, ON FILE IN CINCINNATI, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN AND CAP ON THE NORTHERLY RIGHT OF WAY LINE OF HARRISON AVE (60' R/W) AND THE SOUTHERLY CORNER OF THE LANDS OF WEST SIDE HOLDINGS III, LLC, AS RECORDED IN OR 13341, PAGE 7171 AND FURTHER SHOWN ON THE CONSOLIDATION PLAT IN PLAT BOOK 442, PAGE 40.

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF THE LANDS OF SAID WEST SIDE HOLDINGS III LLC, THE FOLLOWING THREE (3) COURSES:

1. **NORTH 45°27'42" EAST**, A DISTANCE OF **209.11 FEET** TO A SET IRON PIN,
2. **NORTH 53°53'18" WEST**, A DISTANCE OF **104.66 FEET** TO A SET IRON PIN ON THE SOUTHERLY CORNER OF LOT 23 OF ORLAND ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 99, PAGE 11,
3. **NORTH 51°06'42" EAST**, A DISTANCE OF **15.00 FEET** TO A FOUND 1/2" IRON PIN AND CAP STAMPED "HEYL 7792" ON THE SOUTHERLY LINE OF LOT 23 OF ORLAND ACRES AND THE SOUTHERLY CORNER OF THE LANDS OF DEEP BLUE SEA PROPERTIES LLC, AS RECORDED IN OFFICIAL RECORD 15188, PAGE 1400,

THENCE ALONG THE SOUTHERLY LINE OF THE LANDS OF DEEP BLUE SEA PROPERTIES LLC, THE FOLLOWING TWO (2) COURSES:

1. **NORTH 55°17'29" EAST**, A DISTANCE OF **28.98 FEET** TO A SET IRON PIN,
2. **NORTH 48°31'23" EAST**, A DISTANCE OF **48.40 FEET** TO A SET CROSS NOTCH ON THE SOUTHERLY LINE OF LOT 22 OF ORLAND ACRES AND THE SOUTHERLY CORNER OF THE LANDS OF ARMSTRONG PROPERTIES LTD., AS RECORDED IN OFFICIAL RECORD 11081, PAGE 582,

THENCE ALONG THE SOUTHERLY LINE OF LOT 22 AND LOTS 16-18 OF ORLAND ACRES, THE FOLLOWING TWO (2) COURSES:

3. **NORTH 51°17'23" EAST**, A DISTANCE OF **126.72 FEET** TO A SET IRON PIN,
4. **SOUTH 62°02'28" EAST**, A DISTANCE OF **108.15 FEET** TO A SET IRON PIN ON A SOUTHERLY CORNER OF LOT 18 OF ORLAND ACRES AND THE NORTHWESTERLY CORNER OF THE LANDS CATHERINE L. CRAWFORD, AS RECORDED IN OFFICIAL RECORD 14151, PAGE 1750,

THENCE ALONG THE WESTERLY LINE OF THE LANDS OF CATHERINE L. CRAWFORD AND IN PART ALONG THE WESTERLY LINES OF THE LANDS OF NEK RENTALS LLC, AS RECORDED IN OFFICIAL RECORD 15262, PAGE 1949, MARCUS WILLIAMS, AS RECORDED IN OFFICIAL RECORD 13580, PAGE 1874, GALKAR LLC, AS RECORDED IN OFFICIAL RECORD 14777, PAGE 1765, AND DAVID V. & DEBORAH J. BACHMAN, AS RECORDED IN OFFICIAL RECORD 8349, PAGE 362, **SOUTH 06°06'53" WEST**, A DISTANCE OF **250.00 FEET** TO A SET IRON PIN ON A SOUTHWESTERLY CORNER OF THE LANDS OF DAVID V. & DEBORAH J. BACHMAN,

THENCE ALONG A SOUTHERLY LINE OF THE LANDS OF DAVID V. & DEBORAH J. BACHMAN, **SOUTH 83°39'07" EAST**, A DISTANCE OF **50.00 FEET** TO A SET IRON PIN ON THE SOUTHWESTERLY CORNER OF LOT 12 OF GEORGE W. FENTON'S SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 74,

THENCE ALONG A WESTERLY LINE OF THE LANDS OF DAVID V. & DEBORAH J. BACHMAN AND IN PART ALONG THE WESTERLY LINE OF THE LANDS OF BRIDGET A. HINES, AS RECORDED IN OFFICIAL RECORD 9547, PAGE 1088, **SOUTH 06°06'51" WEST**, A DISTANCE OF **50.00 FEET** TO A SET IRON PIN ON THE NORTHWESTERLY CORNER OF LOT 11 OF GEORGE W. FENTON'S AND THE NORTHEASTERLY CORNER OF THE LANDS OF LOREN REAL ESTATE AS RECORDED IN OFFICIAL RECORD 14474, PAGE 2171,

THENCE ALONG THE NORTHERLY LINE OF THE LANDS OF LOREN REAL ESTATE, **NORTH 83°39'07" WEST**, A DISTANCE OF **131.27 FEET** TO A SET IRON PIN ON AN EASTERLY CORNER OF THE LANDS OF CINCY CAR MAN LLC, AS RECORDED IN OFFICIAL RECORD 14172, PAGE 731;

THENCE ALONG THE NORTHERLY LINE OF THE LANDS OF THE CINCY CAR MAN LLC, THE FOLLOWING FOUR (4) COURSES:

1. **NORTH 30°11'48" WEST**, A DISTANCE OF **39.28 FEET** TO A SET IRON PIN,
2. **SOUTH 59°48'12" WEST**, A DISTANCE OF **45.00 FEET** TO A FOUND IRON PIN,
3. **SOUTH 39°18'12" WEST**, A DISTANCE OF **27.15 FEET** TO A SET IRON PIN,
4. **SOUTH 47°05'52" WEST**, A DISTANCE OF **108.27 FEET** TO A SET IRON PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRISON AVENUE,

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRISON AVENUE, **NORTH 38°53'21" WEST**, A DISTANCE OF **100.00 FEET** TO THE **POINT OF BEGINNING**.

CONTAINING = 1.7335 TOTAL ACRES OF LAND AND BEING SUBJECT TO ALL OTHER EASEMENTS, ENCUMBRANCES, RIGHTS, RESTRICTIONS AND RESERVATIONS OF RECORD THAT MAY AFFECT THE SUBJECT PARCEL.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION



APPLICATION FOR COMMERCIAL TAX ABATEMENT

CITY OF CINCINNATI COMMUNITY REINVESTMENT AREA

COMMERCIAL, INDUSTRIAL, MIXED-USE, MULTI-UNIT (5+ UNITS)

Note: After review and recommendation by the Department of Community & Economic Development, all applications must be reviewed and approved by the City of Cincinnati Council before commencing construction. Any projects that start construction before City Council approval will be INELIGIBLE for a Commercial CRA Tax Abatement.

SECTION I – Applicant/Project Information

Applicant Information:

Legal Name of Property Owner Applying for Abatement: Harrison Ave Townhomes LLC

Form of business enterprise LLC (corporation, partnership, proprietorship, LLC, non-profit, or other)

Is the Applicant affiliated with a larger developer or development entity? Yes/No. If Yes, please provide the name of this developer or development entity: Kaiker Development LLC

Legal Address of real property owner: 2819 Harrison Ave, Cincinnati, OH

Federal Tax ID #(s): 47-4344181

Applicant Contact Person: Kai Lewars Title: Principal

Phone: (513) 275-5500 Main Contact email address: Kai@kaikerdevelopment.com

Address of subject property 2280 Harrison Ave Zip: 45211

Hamilton County Auditor Parcel ID#: 206 - 0009 - 0053 (attach a page listing all parcels and addresses if more than one parcel)

City of Cincinnati Neighborhood: Westwood

Is any other financial assistance being requested from the City of Cincinnati for this project? Yes No

If yes, please indicate the Development Analyst with whom you are working: Dejah Rawlings

Space/Units to be constructed/renovated:

Construction Type: New Construction Renovation

What percentage of the existing structure is currently occupied: 0 %

Total sqft/units to be constructed/renovated:

Commercial: n/a (sqft) Office: n/a (sqft) Industrial: n/a (sqft)

Residential: 16,950 (sqft) Residential: 10 (# of units)

Project Type:

- Commercial (Retail, Office etc)
 - Industrial
 - Multi-Unit Residential (5 or more units)
 - Mixed-Use (Residential & Commercial)
- Describe the break down in use in SF below:

Each Unit is comprised of 1,695 sq. ft. grouped in duplexes, w/ a total of 10 units and 5 bldgs.

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Each Unit is comprised of 1,695 sq. ft. grouped in duplexes, w/ a total of 10 units and 5 bldgs.

If approved for an abatement, does the Applicant intend to enter into a Voluntary Tax Incentive Contribution Agreement (VTICA)?

Yes 15 % No

(A VTICA is an agreement with a third-party non-profit designated by the City in which the Applicant would contribute a portion of the abated taxes to support neighborhood-based projects and services as well as City-wide affordable housing initiatives [note that VTICAs in the vicinity of the Streetcar are used to support streetcar operations]. As indicated the applicable City legislation & policies as this is a significant factor in determining the terms of the abatement.)

Please indicate if the project intends to meet Leadership in Energy and Environmental Design (LEED) levels as defined by the U.S. Green Building Council (www.usgbc.org).

- Project is not LEED-certified
- LEED Silver
- LEED Gold
- LEED Platinum

Please indicate if the project will be qualified under the Living Building Challenge program (<http://living-future.org/lbc>):

- Project is not LBC qualified
- LBC Full
- LBC Net Zero
- LBC Petal (requires "Energy Petal")

General Project Information:

Project Name (of Applicable): Harrison Ave. TH's

Description of the project:

Harrison Ave TH project will create 10 new units of single- family attached style townhome rental duplex housing units in Westwood.

A total of (5) buildings will consist of (2) units each, that each have 3- 4 bedrooms and 2.5 baths. KDC will use high quality and energy efficient building materials including but not limited to insulation of walls and ceilings for thermal energy conservation, HVAC systems and ceiling fans in bedrooms and living rooms, all new energy efficient appliances, and more.

Please provide a brief description of the applicant's development experience:

Kaiker Development + Construction has been around since 2015 with a focus on development. Over the years Kaiker has grown to focus on the Cincinnati Metropolitan area with a focus on community development supporting local CDC's, and non profits, government agencies, private equity investors, businesses, and more. Kaiker has executed as a developer or CM on several developments that include new build construction, renovations, HTC renovations, and much more. Please see the attached document titled "Kaiker List of projects."

Please state why this project deserves a tax exemption from the City of Cincinnati and what benefits the project will bring to the neighborhood where it is located:

The project deserves a tax exemption from the City of Cincinnati as it implements Connected Communities middle housing initiatives. This is a needed financial resource that will directly help overcome the current financial barrier of this project moving forward. This project will help stimulate the current community revitalization in West Wood and attract and retain city residents. This CRA will reduce the long term development costs for this much needed revitalization to bring this vacant lot back to use creating more quality living in Westwood. This project has community support as it is a needed missing middle housing product.

If Commercial or Industrial, state the nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site: **

Please detail the project's planned community engagement (link for community council boundaries):

Kaiker plans to continue to collaborate with local CDC's and agencies that have already formally supported this development project. We also plan to share online via numerous platforms project updates, engage in community discussions, and address queries or concerns raised by the community. We also plan to establish a continuous feedback loop, ensuring that community input is considered and incorporated into the evolving plans.

SECTION II – Job Creation/Retention

Job Creation and Retention:

The Company will agree to use its best efforts to retain and/or create at least the following estimated number of employee positions at the Property in connection with the Project, in accordance with the specified schedule, and to maintain the minimum employment levels throughout the period of the incentive. The Job numbers below are to be listed in Full Time Equivalent (FTE) positions. FTEs are calculated by the number of total hours worked divided by the maximum number of compensable hours for a full-time work schedule (40hrs/week).

Existing positions at the site of the company to be retained:

Full-Time Equivalent 15 employees; total annual payroll \$ 900,000

Will the project involve relocation of positions from another company location in the State of Ohio to the City of Cincinnati? Yes No

Existing positions at other company locations in Ohio to be relocated:

Address of Other Location(s): N/A

Full-Time Equivalent _____ employees; total annual payroll \$ _____

Address of Other Location(s): _____

Full-Time Equivalent _____ employees; total annual payroll \$ _____

*Please attach additional sheets if other locations exceed spaces provided above.

Will the project involve relocation of positions from another company location outside of the State of Ohio to the City of Cincinnati? No

Existing positions at other company locations outside of the State of Ohio:

Address of Other Location: N/A
Full-Time Equivalent _____ employees; total annual payroll \$ _____
Address of Other Location: _____
Full-Time Equivalent _____ employees; total annual payroll \$ _____
Address of Other Location: _____
Full-Time Equivalent _____ employees; total annual payroll \$ _____

*Please attach additional sheets if other locations exceed spaces provided above.

Estimate the number of new employees the property owner will cause to be created at the facility that comprises the project site within three years. Job creation projection must be itemized by the name of the employer (add an additional page if more than one employer). FTEs are calculated by the number of total hours worked divided by the maximum number of compensable hours for a full-time work schedule (40hrs/week):

Full-Time Equivalent 1 employees (Total); total annual payroll \$ 70,000
During the first twelve months of the agreement: 1 positions
During the second twelve months of the agreement: 0 additional positions
During the third twelve months of the agreement: 0 additional positions
Temporary Construction 7 jobs; total annual payroll \$ 450,000
Length of Construction Period: 1 year

In addition to the Full Time Equivalent positions listed above, are there any part time jobs and associated payroll? If so, please provide, as well as a description of the positions:

N/A

Please provide a brief description of the Job Creation that is associated with this Project (types of jobs; e.g. fabrication, warehousing, sales, operations, management, technical, retail, etc.):

carpenter, laborer, and masonry

Note to Applicant: Ohio Revised Code Section 3735.673 requires the City formally to notify each county or corporation from which the company intends to relocate, and the Ohio Development, prior to approval of a tax exemption agreement. This notification must be sent prior to consideration of the exemption by Cincinnati City Council.

SECTION III – Project Investment

Real Estate Investment:

Indicate the estimated cost of the construction or remodeling: \$ 2,407,500
Estimated total cost of the project (including soft costs & acquisition): \$ 2,972,115
Estimated Project start date: 3/2/26 Estimated Project completion date: 9/30/2029
Current Auditor's value of property (aggregate value of all parcels involved): 30,160
Estimated post-construction value of property: 2,040,000
(Please provide appraisal or other method for determining post-construction value of the property)

Other Investment

Investment in Machinery & Equipment (M&E) at the Property: \$ 200,000

Investment in Furniture, Fixtures, and Equipment (FF&E) at the Property: \$ 120,000

Other Investment: \$ n/a

Description of Other Investment: n/a

SECTION IV – Applicant Certifications

Does the property owner owe:

1. Any delinquent taxes to the State of Ohio, the City of Cincinnati or another political subdivision of the State? YES NO
2. Any moneys to the State of a state agency for the administration or enforcement of any environmental laws of the State? YES NO
3. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? YES NO

If the applicant responds yes to any of the three above questions, please provide details of each instance including but not limited to the location, amounts, and/or case identification numbers (please submit additional sheets for response).

The Applicant authorizes the City and/or the Ohio Department of Development to inspect the personal financial statements of the Applicant, including but not limited to tax records and other similar information not ordinarily open to public inspection; and authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and/or the Ohio Department of Development in connection with the above statements.

Note: The above statements as to taxes and other obligations, and authorization to inspect, are required by Ohio Revised Code Section 9.66 (C) (1). As provided by statute, a knowingly false statement under this paragraph may be prosecuted as a first degree misdemeanor under Ohio Revised Code 2921.13 (D) and may render the Applicant ineligible for any future economic development assistance from the state or any political subdivision.

Please initial that you have read the above. X KL

Project Completion:

Once the project is complete, the Applicant is required to submit a CRA Completion Application Form along with required documentation noted therein. It is the Applicant's responsibility to submit this completed form to the City of Cincinnati to ensure the tax abatement will be initiated by the Hamilton County Auditor.

Please initial that you have read the above statement and understand that the abatement will not be considered by the Hamilton County Auditor's Office until the CRA Completion Application Form is complete and submitted.

X KL

Additional Certifications by Applicant:

- o The Applicant acknowledges that the property is **Not Eligible** for tax exemption if construction activities are commenced prior to the execution of a Community Reinvestment Area Tax Exemption Agreement between the Applicant and the City. No agreement may be executed by the City without prior approval by Cincinnati City Council.
- o The Applicant acknowledges that if the application is approved by Cincinnati City Council, a \$750.00 application fee payable to "Treasurer, State of Ohio" will be due. Applicant must submit this fee to the City's Department of Community & Economic Development upon approval by Cincinnati City Council.
- o The Applicant acknowledges that a Payment In Lieu of Taxes (PILOT) agreement in the amount of 33% of the annual value of the exemption with Cincinnati Board of Education will be required. The form of this PILOT agreement is available upon request.
- o The Applicant acknowledges that if one of the City's considerations for granting a tax exemption is the applicant's representation that it will enter into a VTICA, then the failure by the Applicant to do so is considered grounds for the City of Cincinnati to terminate the tax exemption granted to the Applicant.
- o The Applicant acknowledges that all tax exemptions must submit an Annual Report on or before March 31 of each year. This report must be submitted for each year of the tax exemption agreement including during the construction period.
- o The Applicant acknowledges that all tax exemptions will be subject to an annual monitoring fee of 1% of the annual taxes exempted under the agreement or \$500, whichever is greater; no City annual fee will be greater than \$2,500 per year. This annual monitoring fee must be submitted with each Annual Report.
- o The Applicant acknowledges that to be eligible for tax exemption by the City of Cincinnati, the subject property must be located within the City of Cincinnati.
- o The Applicant acknowledges that exemption values are determined by the Hamilton County Auditor's Office.
- o The Applicant acknowledges that the City of Cincinnati may revoke the tax exemption any time after the first year if the property has building code violations or is delinquent on the property taxes.
- o The Applicant acknowledges that the City of Cincinnati Council may rescind or alter the Ordinance granting tax exemptions.
- o The Applicant agrees to supply additional information upon request.

Please initial that you have read the above. X KL

Prior Agreement. Applicant represents and warrants that neither Applicant, nor any "predecessor" or "related member" is a party to another agreement granting tax exemption relating to a structure in this state at which the Applicant (or the predecessor or related member) has discontinued or intends to discontinue operations prior to the expiration of the term of that agreement. (Note: This information is required by Ohio Revised Code 3735.671 (E). As used herein "predecessor" means a person or entity that has transferred assets or equity to Applicant, which transfer resulted in the full or partial non-recognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the Ohio Tax Commissioner; and "related member" has the same meaning as defined in Ohio Revised Code 5733.042 without regard to division (B) of that section.)

Please initial that you have read the above. X KL

I declare under the penalties of falsification that this application, including all enclosed documents and statements, has been examined by me, and to the best of my knowledge and belief is true, correct, and complete.

Kai Lewars

Digitally signed by Kai Lewars
Date: 2025.12.24 02:51:46 -05'00'

12/23/25

Signature of Applicant

Date

Kai Lewars

Printed Name

Principal/ Owner

Title (if signed as officer)

Please complete this application in its entirety and submit to the Department of Community & Economic Development along with required supporting documentation. Please make and retain a copy of this application for your records. Please allow 4 weeks for the Department of Community & Economic Development to review and follow-up on this application.

Send Completed Application to:

City of Cincinnati
Department of Community & Economic Development
805 Central Avenue, Suite 710
Cincinnati, Ohio 45202
Attention: Commercial Tax Abatement Application

Processing Timeline

Upon receipt of a completed application, city staff will work diligently to process the request and respond to the applicant in a timely manner. For estimating purposes, below is a timeline that the applicant should use from the date of the completed application to estimate the date that the applicant will be able to commence construction if the assistance request is approved. Note that most applicants do not initially submit a complete application and for most applicants some back and forth will be required with city staff to ensure the application is complete before the internal city review process can begin.

Internal City Review & Offer Letter	Four weeks
Contract Drafting & Legislative Approval	Twelve weeks
Contract Signature & Pre-construction Process	Two weeks
Estimated Timeline	Eighteen weeks

Note that the applicant cannot commence construction prior to having a signed agreement from the city or the requested assistance may not be provided by the city.

STREETCAR VTICA AREA



Required Application Attachments

<p>Please provide the following required items as a corresponding attachment. <i>If you believe a particular item is not applicable to your project, please address the item by including an explanation of why you believe it is not applicable.</i> Please ensure that all sections of the application are complete and that ALL REQUIRED ATTACHMENTS LISTED BELOW ARE SUBMITTED/ ADDRESSED WITH YOUR APPLICATION. Please check all items that are included. If an item is left unaddressed by the Applicant, the reviewing department <u>cannot</u> complete its review of the application.</p>		
Attachment Number	Attached Y/N	Attachment Description
#1	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Public Purpose: List the major reasons why City Assistance is necessary. Discuss the project gap, why other sources are not available to fill that gap (including debt and owner equity) and how City assistance will allow the gap to be filled. For property sale requests explain why a non-competitive sale is being requested and the public benefits that will be realized.</p>
#2	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Development Team:</p> <p>A) Corporate Resolution, Articles of Incorporation, and an Operating/Partnership Agreement for entity applying for assistance showing who is authorized to sign for the organization</p> <p>B) Certificate of Good Standing from the Ohio Secretary of State for all Organizations that will be involved in the project</p> <p>C) Resumes of owners and/or key managers or partners. In the case of Real Estate development, provide information for the entire development team (developer, architect, contractor, leasing/sales agent, LEED certifications, etc.)</p> <p>D) Names, addresses, photos and a brief description of recent projects completed by the development team of similar type and size to that proposed in this application.</p>
#3	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Current Financial Statement or other acceptable third party verification of funds from all entities or individuals who will be contributing more than 20% of the required equity for the investment.</p>
#4	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Financial Information:</p> <p>A) Real Estate Projects: Provide spreadsheet of 10 year cash flow projection and list all project assumptions (rent rates, revenue & expense growth, etc). Provide budget that details total project investment (reference Section III of application). These documents may be requested in Excel format,</p>

		<p>2) Current business financial statement (less than 90 days old);</p> <p>3) Business financial projections for three fiscal years (privately held companies only);</p> <p>4) Business financial information for the last three fiscal years on affiliate businesses when appropriate.</p>
#5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Sources of Funds:</u> For all sources included in the sources and uses provided in #4 above, please attach documentation:</p> <p>A) Conditional bank commitment and/or term sheet B) List of any additional grant requests pending or committed C) Tax credits allocated or being applied for D) Financing Projections E) Other</p>
#6	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Cost Verifications:</u> Cost verifications and/or third party cost estimates. If third-party estimates are not available, explain your methodology for arriving at your project budget. Please include:</p> <p>A) Purchase agreements for any acquisitions B) Contractor Estimates or bids for new construction and/or rehabilitation C) Architectural Contract D) Other</p>
#7	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p><u>Environmental Site Assessments:</u> Summary Review / Statement of Phase I & Phase II ESA results</p>
#8	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Market Information:</u></p> <p>A) Summary of appraisal, market study, Real Estate comps and industry information with sources. B) Include a copy of any third-party or in-house market analysis completed for the preparation of financial projection assumptions (sales or lease prices, absorption and capture rates, vacancy rates, expense escalators, etc.).</p>
#9	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Copy of proposed construction plans/renderings etc.</p>
#10	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Proposed Project Timeline:</u> Anticipated milestones – Please provide in Gantt format if available.</p>
#11	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Legal Description of the Property Involved:</u> This may include a survey as well as a written legal.</p>
#12	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>If this project is seeking LEED or Living Building Challenge (Full, Net Zero, or Petal [must include "Energy Petal"]) Certification, provide confirmation of registration</p>
#13	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Application Fee</u> (\$1,250 made payable to city of Cincinnati and \$750 for the Ohio Department of Development)</p>

#14	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>City Business Disclosure Form</u>
#15	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>SBE Utilization Plan</u>
#16	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Balanced Development Application</u>

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 HARRISON AVENUE TOWNHOMES LLC, an Ohio limited liability company (the "Company"), an affiliate of Kaiker Development LLC.

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, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 2280 Harrison Avenue, Cincinnati, Ohio 45211 (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 the construction of buildings 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 five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- 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, and has remitted with the Application the City application fee of \$1,250 made payable to the City.
- 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 (as amended), has approved exemptions of up to 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 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 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- 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. The Company acknowledges that the Westwood 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 Westwood 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 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 improvements and neighborhood services furthering urban redevelopment in the Westwood 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.

P. This Agreement has been authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

Q. 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 5 buildings, each containing 2 units, on the Property with a total of approximately 16,950 square feet of residential space, consisting of a total of 10 residential rental dwelling units (the "Improvements") at an estimated aggregate cost of \$2,407,500 to commence after the execution of this Agreement and to be completed no later than September 30, 2029; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 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, 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 2030 nor extend beyond the earlier of (i) tax year 2041 or (ii) the end of the 12th year of exemption.

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

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

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

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. §101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(B)(7), 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.

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 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 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 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) 1 full-time permanent jobs, and (ii) 7 full-time temporary construction jobs. 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 3 years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$70,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$450,000 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 25% of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), 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 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 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such

a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 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 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 \$1,000 and/or a term of imprisonment of not more than 6 months.

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

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

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

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

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

To the City:

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

To the Company:

Harrison Avenue Townhomes LLC
Attention: Kai Lewars

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

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

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671, the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding

anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

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

HARRISON AVENUE TOWNHOMES LLC,
an Ohio limited liability company

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

Date: _____, 2026

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 2280 Harrison Avenue, Cincinnati, Ohio 45211

Auditor Parcel No.: 206-0009-0053-00

SITUATE IN SECTION 32, TOWN 3, FRACTIONAL RANGE 2, CITY OF CINCINNATI, MILLCREEK TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING ALL OF THE LANDS OF THE HAMILTON COUNTY LAND REUTILIZATION CORPORATION, AS RECORDED IN OR BK 13030, PAGE 527 OF THE HAMILTON COUNTY OHIO RECORDER'S OFFICE, ON FILE IN CINCINNATI, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN AND CAP ON THE NORTHERLY RIGHT OF WAY LINE OF HARRISON AVE (60' R/W) AND THE SOUTHERLY CORNER OF THE LANDS OF WEST SIDE HOLDINGS III, LLC, AS RECORDED IN OR 13341, PAGE 7171 AND FURTHER SHOWN ON THE CONSOLIDATION PLAT IN PLAT BOOK 442, PAGE 40,

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF THE LANDS OF SAID WEST SIDE HOLDINGS III LLC, THE FOLLOWING THREE (3) COURSES:

1. **NORTH 45°27'42" EAST**, A DISTANCE OF **209.11 FEET** TO A SET IRON PIN,
2. **NORTH 53°53'18" WEST**, A DISTANCE OF **104.66 FEET** TO A SET IRON PIN ON THE SOUTHERLY CORNER OF LOT 23 OF ORLAND ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 99, PAGE 11,
3. **NORTH 51°06'42" EAST**, A DISTANCE OF **15.00 FEET** TO A FOUND 1/2" IRON PIN AND CAP STAMPED "HEYL 7792" ON THE SOUTHERLY LINE OF LOT 23 OF ORLAND ACRES AND THE SOUTHERLY CORNER OF THE LANDS OF DEEP BLUE SEA PROPERTIES LLC, AS RECORDED IN OFFICIAL RECORD 15188, PAGE 1400,

THENCE ALONG THE SOUTHERLY LINE OF THE LANDS OF DEEP BLUE SEA PROPERTIES LLC, THE FOLLOWING TWO (2) COURSES:

1. **NORTH 55°17'29" EAST**, A DISTANCE OF **28.98 FEET** TO A SET IRON PIN,
2. **NORTH 48°31'23" EAST**, A DISTANCE OF **48.40 FEET** TO A SET CROSS NOTCH ON THE SOUTHERLY LINE OF LOT 22 OF ORLAND ACRES AND THE SOUTHERLY CORNER OF THE LANDS OF ARMSTRONG PROPERTIES LTD., AS RECORDED IN OFFICIAL RECORD 11081, PAGE 582,

THENCE ALONG THE SOUTHERLY LINE OF LOT 22 AND LOTS 16-18 OF ORLAND ACRES, THE FOLLOWING TWO (2) COURSES:

3. **NORTH 51°17'23" EAST**, A DISTANCE OF **126.72 FEET** TO A SET IRON PIN,
4. **SOUTH 62°02'28" EAST**, A DISTANCE OF **108.15 FEET** TO A SET IRON PIN ON A SOUTHERLY CORNER OF LOT 18 OF ORLAND ACRES AND THE NORTHWESTERLY CORNER OF THE LANDS CATHERINE L. CRAWFORD, AS RECORDED IN OFFICIAL RECORD 14151, PAGE 1750,

THENCE ALONG THE WESTERLY LINE OF THE LANDS OF CATHERINE L. CRAWFORD AND IN PART ALONG THE WESTERLY LINES OF THE LANDS OF NEK RENTALS LLC, AS RECORDED IN OFFICIAL RECORD 15262, PAGE 1949, MARCUS WILLIAMS, AS RECORDED IN OFFICIAL RECORD 13580, PAGE 1874, GALKAR LLC, AS RECORDED IN OFFICIAL RECORD 14777, PAGE 1765, AND DAVID V. & DEBORAH J. BACHMAN, AS RECORDED IN OFFICIAL RECORD 8349, PAGE 362, **SOUTH 06°06'53" WEST**, A DISTANCE OF **250.00 FEET** TO A SET IRON PIN ON A SOUTHWESTERLY CORNER OF THE LANDS OF DAVID V. & DEBORAH J. BACHMAN,

THENCE ALONG A SOUTHERLY LINE OF THE LANDS OF DAVID V. & DEBORAH J. BACHMAN, **SOUTH 83°39'07" EAST**, A DISTANCE OF **50.00 FEET** TO A SET IRON PIN ON THE SOUTHWESTERLY CORNER OF LOT 12 OF GEORGE W. FENTON'S SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 74,

THENCE ALONG A WESTERLY LINE OF THE LANDS OF DAVID V. & DEBORAH J. BACHMAN AND IN PART ALONG THE WESTERLY LINE OF THE LANDS OF BRIDGET A. HINES, AS RECORDED IN OFFICIAL RECORD 9547, PAGE 1088, **SOUTH 06°06'51" WEST**, A DISTANCE OF **50.00 FEET** TO A SET IRON PIN ON THE NORTHWESTERLY CORNER OF LOT 11 OF GEORGE W. FENTON'S AND THE NORTHEASTERLY CORNER OF THE LANDS OF LOREN REAL ESTATE AS RECORDED IN OFFICIAL RECORD 14474, PAGE 2171,

THENCE ALONG THE NORTHERLY LINE OF THE LANDS OF LOREN REAL ESTATE, **NORTH 83°39'07" WEST**, A DISTANCE OF **131.27 FEET** TO A SET IRON PIN ON AN EASTERLY CORNER OF THE LANDS OF CINCY CAR MAN LLC, AS RECORDED IN OFFICIAL RECORD 14172, PAGE 731;

THENCE ALONG THE NORTHERLY LINE OF THE LANDS OF THE CINCY CAR MAN LLC, THE FOLLOWING FOUR (4) COURSES:

1. **NORTH 30°11'48" WEST**, A DISTANCE OF **39.28 FEET** TO A SET IRON PIN,
2. **SOUTH 59°48'12" WEST**, A DISTANCE OF **45.00 FEET** TO A FOUND IRON PIN,
3. **SOUTH 39°18'12" WEST**, A DISTANCE OF **27.15 FEET** TO A SET IRON PIN,
4. **SOUTH 47°05'52" WEST**, A DISTANCE OF **108.27 FEET** TO A SET IRON PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRISON AVENUE,

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRISON AVENUE, **NORTH 38°53'21" WEST**, A DISTANCE OF **100.00 FEET** TO THE **POINT OF BEGINNING**.

CONTAINING = 1.7335 TOTAL ACRES OF LAND AND BEING SUBJECT TO ALL OTHER EASEMENTS, ENCUMBRANCES, RIGHTS, RESTRICTIONS AND RESERVATIONS OF RECORD THAT MAY AFFECT THE SUBJECT PARCEL.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION



APPLICATION FOR COMMERCIAL TAX ABATEMENT

CITY OF CINCINNATI COMMUNITY REINVESTMENT AREA

COMMERCIAL, INDUSTRIAL, MIXED-USE, MULTI-UNIT (5+ UNITS)

Note: After review and recommendation by the Department of Community & Economic Development, all applications must be reviewed and approved by the City of Cincinnati Council before commencing construction. Any projects that start construction before City Council approval will be INELIGIBLE for a Commercial CRA Tax Abatement.

SECTION I – Applicant/Project Information

Applicant Information:

Legal Name of Property Owner Applying for Abatement: Harrison Ave Townhomes LLC

Form of business enterprise LLC (corporation, partnership, proprietorship, LLC, non-profit, or other)

Is the Applicant affiliated with a larger developer or development entity? Yes / No. If Yes, please provide the name of this developer or development entity: Kaiker Development LLC

Legal Address of real property owner: [Redacted]

Federal Tax ID #(s): 47-4344181

Applicant Contact Person: Kai Lewars Title: Principal

Phone: (513) 275-5500 Main Contact email address: Kai@kaikerdevelopment.com

Address of subject property 2280 Harrison Ave Zip: 45211

Hamilton County Auditor Parcel ID#: 206 - 0009 - 0053 (attach a page listing all parcels and addresses if more than one parcel)

City of Cincinnati Neighborhood: Westwood

Is any other financial assistance being requested from the City of Cincinnati for this project? Yes No

If yes, please indicate the Development Analyst with whom you are working: Dejah Rawlings

Space/Units to be constructed/renovated:

Construction Type: New Construction Renovation

What percentage of the existing structure is currently occupied: 0 %

Total sqft/units to be constructed/renovated:

Commercial: n/a (sqft) Office: n/a (sqft) Industrial: n/a (sqft)

Residential: 16,950 (sqft) Residential: 10 (# of units)

Project Type:

- Commercial (Retail, Office etc)
- Industrial
- Multi-Unit Residential (5 or more units)
- Mixed-Use (Residential & Commercial)

Describe the break down in use in SF below:

Each Unit is comprised of 1,695 sq. ft. grouped in duplexes, w/ a total of 10 units and 5 bldgs.

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Each Unit is comprised of 1,695 sq. ft. grouped in duplexes, w/ a total of 10 units and 5 bldgs.

If approved for an abatement, does the Applicant intend to enter into a Voluntary Tax Incentive Contribution Agreement (VTICA)?

Yes 15 % No

(A VTICA is an agreement with a third-party non-profit designated by the City in which the Applicant would contribute a portion of the abated taxes to support neighborhood-based projects and services as well as City-wide affordable housing initiatives [note that VTICAs in the vicinity of the Streetcar are used to support streetcar operations]. As indicated the applicable City legislation & policies as this is a significant factor in determining the terms of the abatement.)

Please indicate if the project intends to meet Leadership in Energy and Environmental Design (LEED) levels as defined by the U.S. Green Building Council (www.usgbc.org).

- Project is not LEED-certified
- LEED Silver
- LEED Gold
- LEED Platinum

Please indicate if the project will be qualified under the Living Building Challenge program (<http://living-future.org/lbc>):

- Project is not LBC qualified
- LBC Full
- LBC Net Zero
- LBC Petal (requires "Energy Petal")

General Project Information:

Project Name (of Applicable): Harrison Ave TH's

Description of the project:

Harrison Ave TH project will create 10 new units of single-family attached style townhome rental duplex housing units in Westwood.

A total of (5) buildings will consist of (2) units each, that each have 3-4 bedrooms and 2.5 baths. KDC will use high quality and energy efficient building materials including but not limited to insulation of walls and ceilings for thermal energy conservation, HVAC systems and ceiling fans in bedrooms and living rooms, all new energy efficient appliances, and more.

Please provide a brief description of the applicant's development experience:

Kaiker Development + Construction has been around since 2015 with a focus on development. Over the years Kaiker has grown to focus on the Cincinnati Metropolitan area with a focus on community development supporting local CDC's, and non profits, government agencies, private equity investors, businesses, and more. Kaiker has executed as a developer or CM on several developments that include new build construction, renovations, HTC renovations, and much more. Please see the attached document titled "Kaiker List of projects."

Please state why this project deserves a tax exemption from the City of Cincinnati and what benefits the project will bring to the neighborhood where it is located:

The project deserves a tax exemption from the City of Cincinnati as it implements Connected Communities middle housing initiatives. This is a needed financial resource that will directly help overcome the current financial barrier of this project moving forward. This project will help stimulate the current community revitalization in West Wood and attract and retain city residents. This CRA will reduce the long term development costs for this much needed revitalization to bring this vacant lot back to use creating more quality living in Westwood. This project has community support as it is a needed missing middle housing product.

If Commercial or Industrial, state the nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site: NA

Please detail the project's planned community engagement (link for community council boundaries):

Kaiker plans to continue to collaborate with local CDC's and agencies that have already formally supported this development project. We also plan to share online via numerous platforms project updates, engage in community discussions, and address queries or concerns raised by the community. We also plan to establish a continuous feedback loop, ensuring that community input is considered and incorporated into the evolving plans.

SECTION II – Job Creation/Retention

Job Creation and Retention:

The Company will agree to use its best efforts to retain and/or create at least the following estimated number of employee positions at the Property in connection with the Project, in accordance with the specified schedule, and to maintain the minimum employment levels throughout the period of the incentive. The Job numbers below are to be listed in Full Time Equivalent (FTE) positions. FTEs are calculated by the number of total hours worked divided by the maximum number of compensable hours for a full-time work schedule (40hrs/week).

Existing positions at the site of the company to be retained:

Full-Time Equivalent 15 employees; total annual payroll \$ 900,000

Will the project involve relocation of positions from another company location in the State of Ohio to the City of Cincinnati? Yes No

Existing positions at other company locations in Ohio to be relocated:

Address of Other Location(s): N/A

Full-Time Equivalent _____ employees; total annual payroll \$ _____

Address of Other Location(s): _____

Full-Time Equivalent _____ employees; total annual payroll \$ _____

*Please attach additional sheets if other locations exceed spaces provided above.

Will the project involve relocation of positions from another company location outside of the State of Ohio to the City of Cincinnati? No

Existing positions at other company locations outside of the State of Ohio:

Address of Other Location: N/A
Full-Time Equivalent _____ employees; total annual payroll \$ _____
Address of Other Location: _____
Full-Time Equivalent _____ employees; total annual payroll \$ _____
Address of Other Location: _____
Full-Time Equivalent _____ employees; total annual payroll \$ _____

*Please attach additional sheets if other locations exceed spaces provided above.

Estimate the number of **new employees** the property owner will cause to be created at the facility that comprises the project site within **three years**. Job creation projection must be itemized by the name of the employer (add an additional page if more than one employer). FTEs are calculated by the number of total hours worked divided by the maximum number of compensable hours for a full-time work schedule (40hrs/week):

Full-Time Equivalent 1 employees (Total); total annual payroll \$ 70,000
During the first twelve months of the agreement: 1 positions
During the second twelve months of the agreement: 0 additional positions
During the third twelve months of the agreement: 0 additional positions

Temporary Construction 7 jobs; total annual payroll \$ 450,000
Length of Construction Period: 1 year

In addition to the Full Time Equivalent positions listed above, are there any part time jobs and associated payroll? If so, please provide, as well as a description of the positions:

N/A
Please provide a brief description of the Job Creation that is associated with this Project (types of jobs; e.g. fabrication, warehousing, sales, operations, management, technical, retail, etc.):
carpenter, laborer, and masonry

Note to Applicant: Ohio Revised Code Section 3735.673 requires the City formally to notify each county or corporation from which the company intends to relocate, and the Ohio Development, prior to approval of a tax exemption agreement. This notification must be sent prior to consideration of the exemption by Cincinnati City Council.

SECTION III – Project Investment

Real Estate Investment:

Indicate the estimated cost of the construction or remodeling: \$ 2,407,500
Estimated total cost of the project (including soft costs & acquisition): \$ 2,872,115
Estimated Project start date: 3/2/26 Estimated Project completion date: 9/30/2029
Current Auditor's value of property (aggregate value of all parcels involved): 30,160
Estimated post-construction value of property: 2,040,000
(Please provide appraisal or other method for determining post-construction value of the property)

Other Investment

Investment in Machinery & Equipment (M&E) at the Property: \$ 200,000

Investment in Furniture, Fixtures, and Equipment (FF&E) at the Property: \$ 120,000

Other Investment: \$ n/a

Description of Other Investment: n/a

SECTION IV – Applicant Certifications

Does the property owner owe:

1. Any delinquent taxes to the State of Ohio, the City of Cincinnati or another political subdivision of the State? YES NO
2. Any moneys to the State of a state agency for the administration or enforcement of any environmental laws of the State? YES NO
3. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? YES NO

If the applicant responds yes to any of the three above questions, please provide details of each instance including but not limited to the location, amounts, and/or case identification numbers (please submit additional sheets for response).

The Applicant authorizes the City and/or the Ohio Department of Development to inspect the personal financial statements of the Applicant, including but not limited to tax records and other similar information not ordinarily open to public inspection; and authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and/or the Ohio Department of Development in connection with the above statements.

Note: The above statements as to taxes and other obligations, and authorization to inspect, are required by Ohio Revised Code Section 9.66 (C) (1). As provided by statute, a knowingly false statement under this paragraph may be prosecuted as a first degree misdemeanor under Ohio Revised Code 2921.13 (D) and may render the Applicant ineligible for any future economic development assistance from the state or any political subdivision.

Please initial that you have read the above. X KL

Project Completion:

Once the project is complete, the Applicant is required to submit a CRA Completion Application Form along with required documentation noted therein. It is the Applicant's responsibility to submit this completed form to the City of Cincinnati to ensure the tax abatement will be initiated by the Hamilton County Auditor.

Please initial that you have read the above statement and understand that the abatement will not be considered by the Hamilton County Auditor's Office until the CRA Completion Application Form is complete and submitted.

X KL

Additional Certifications by Applicant:

- o The Applicant acknowledges that the property is **Not Eligible** for tax exemption if construction activities are commenced prior to the execution of a Community Reinvestment Area Tax Exemption Agreement between the Applicant and the City. No agreement may be executed by the City without prior approval by Cincinnati City Council.
- o The Applicant acknowledges that if the application is approved by Cincinnati City Council, a \$750.00 application fee payable to "Treasurer, State of Ohio" will be due. Applicant must submit this fee to the City's Department of Community & Economic Development upon approval by Cincinnati City Council.
- o The Applicant acknowledges that a Payment In Lieu of Taxes (PILOT) agreement in the amount of 33% of the annual value of the exemption with Cincinnati Board of Education will be required. The form of this PILOT agreement is available upon request.
- o The Applicant acknowledges that if one of the City's considerations for granting a tax exemption is the applicant's representation that it will enter into a VTICA, then the failure by the Applicant to do so is considered grounds for the City of Cincinnati to terminate the tax exemption granted to the Applicant.
- o The Applicant acknowledges that all tax exemptions must submit an Annual Report on or before March 31 of each year. This report must be submitted for each year of the tax exemption agreement including during the construction period.
- o The Applicant acknowledges that all tax exemptions will be subject to an annual monitoring fee of 1% of the annual taxes exempted under the agreement or \$500, whichever is greater; no City annual fee will be greater than \$2,500 per year. This annual monitoring fee must be submitted with each Annual Report.
- o The Applicant acknowledges that to be eligible for tax exemption by the City of Cincinnati, the subject property must be located within the City of Cincinnati.
- o The Applicant acknowledges that exemption values are determined by the Hamilton County Auditor's Office.
- o The Applicant acknowledges that the City of Cincinnati may revoke the tax exemption any time after the first year if the property has building code violations or is delinquent on the property taxes.
- o The Applicant acknowledges that the City of Cincinnati Council may rescind or alter the Ordinance granting tax exemptions.
- o The Applicant agrees to supply additional information upon request.

Please initial that you have read the above. X KL

Prior Agreement. Applicant represents and warrants that neither Applicant, nor any "predecessor" or "related member" is a party to another agreement granting tax exemption relating to a structure in this state at which the Applicant (or the predecessor or related member) has discontinued or intends to discontinue operations prior to the expiration of the term of that agreement. (Note: This information is required by Ohio Revised Code 3735.671 (E). As used herein "predecessor" means a person or entity that has transferred assets or equity to Applicant, which transfer resulted in the full or partial non-recognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the Ohio Tax Commissioner; and "related member" has the same meaning as defined in Ohio Revised Code 5733.042 without regard to division (B) of that section.)

Please initial that you have read the above. X KL

I declare under the penalties of falsification that this application, including all enclosed documents and statements, has been examined by me, and to the best of my knowledge and belief is true, correct, and complete.

Kai Lewars	<small>Digitally signed by Kai Lewars Date: 2025.12.24 02:51:46 -0500</small>	12/23/25
Signature of Applicant		Date
Kai Lewars		Principal/ Owner
Printed Name		Title (if signed as officer)

Please complete this application in its entirety and submit to the Department of Community & Economic Development along with required supporting documentation. Please make and retain a copy of this application for your records. Please allow 4 weeks for the Department of Community & Economic Development to review and follow-up on this application.

Send Completed Application to:

City of Cincinnati
Department of Community & Economic Development
805 Central Avenue, Suite 710
Cincinnati, Ohio 45202
Attention: Commercial Tax Abatement Application

Processing Timeline

Upon receipt of a completed application, city staff will work diligently to process the request and respond to the applicant in a timely manner. For estimating purposes, below is a timeline that the applicant should use from the date of the completed application to estimate the date that the applicant will be able to commence construction if the assistance request is approved. Note that most applicants do not initially submit a complete application and for most applicants some back and forth will be required with city staff to ensure the application is complete before the internal city review process can begin.

Internal City Review & Offer Letter	Four weeks
Contract Drafting & Legislative Approval	Twelve weeks
Contract Signature & Pre-construction Process	Two weeks
Estimated Timeline	Eighteen weeks

Note that the applicant cannot commence construction prior to having a signed agreement from the city or the requested assistance may not be provided by the city.

STREETCAR VTICA AREA



Required Application Attachments

<p>Please provide the following required items as a corresponding attachment. <i>If you believe a particular item is not applicable to your project, please address the item by including an explanation of why you believe it is not applicable.</i> Please ensure that all sections of the application are complete and that ALL REQUIRED ATTACHMENTS LISTED BELOW ARE SUBMITTED/ ADDRESSED WITH YOUR APPLICATION. Please check all items that are included. If an item is left unaddressed by the Applicant, the reviewing department <u>cannot</u> complete its review of the application.</p>		
Attachment Number	Attached Y/N	Attachment Description
#1	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Public Purpose:</u> List the major reasons why City Assistance is necessary. Discuss the project gap, why other sources are not available to fill that gap (including debt and owner equity) and how City assistance will allow the gap to be filled. For property sale requests explain why a non-competitive sale is being requested and the public benefits that will be realized.
#2	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Development Team:</u> A) Corporate Resolution, Articles of Incorporation, and an Operating/Partnership Agreement for entity applying for assistance showing who is authorized to sign for the organization B) Certificate of Good Standing from the Ohio Secretary of State for all Organizations that will be involved in the project C) Resumes of owners and/or key managers or partners. In the case of Real Estate development, provide information for the entire development team (developer, architect, contractor, leasing/sales agent, LEED certifications, etc.) D) Names, addresses, photos and a brief description of recent projects completed by the development team of similar type and size to that proposed in this application.
#3	<input checked="" type="radio"/> Yes <input type="radio"/> No	Current Financial Statement or other acceptable third party verification of funds from all entities or individuals who will be contributing more than 20% of the required equity for the investment.
#4	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Financial Information:</u> A) Real Estate Projects: Provide spreadsheet of 10 year cash flow projection and list all project assumptions (rent rates, revenue & expense growth, etc). Provide budget that details total project investment (reference Section III of application). These documents may be requested in Excel format,

		<p>2) Current business financial statement (less than 90 days old);</p> <p>3) Business financial projections for three fiscal years (privately held companies only);</p> <p>4) Business financial information for the last three fiscal years on affiliate businesses when appropriate.</p>
#5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Sources of Funds:</u> For all sources included in the sources and uses provided in #4 above, please attach documentation:</p> <p>A) Conditional bank commitment and/or term sheet B) List of any additional grant requests pending or committed C) Tax credits allocated or being applied for D) Financing Projections E) Other</p>
#6	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Cost Verifications:</u> Cost verifications and/or third party cost estimates. If third-party estimates are not available, explain your methodology for arriving at your project budget. Please include:</p> <p>A) Purchase agreements for any acquisitions B) Contractor Estimates or bids for new construction and/or rehabilitation C) Architectural Contract D) Other</p>
#7	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p><u>Environmental Site Assessments:</u> Summary Review / Statement of Phase I & Phase II ESA results</p>
#8	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Market Information:</u></p> <p>A) Summary of appraisal, market study, Real Estate comps and industry information with sources. B) Include a copy of any third-party or in-house market analysis completed for the preparation of financial projection assumptions (sales or lease prices, absorption and capture rates, vacancy rates, expense escalators, etc.).</p>
#9	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Copy of proposed construction plans/renderings etc.</p>
#10	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Proposed Project Timeline:</u> Anticipated milestones – Please provide in Gantt format if available.</p>
#11	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Legal Description of the Property Involved:</u> This may include a survey as well as a written legal.</p>
#12	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>If this project is seeking LEED or Living Building Challenge (Full, Net Zero, or Petal [must include "Energy Petal"]) Certification, provide confirmation of registration</p>
#13	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><u>Application Fee</u> (\$1,250 made payable to city of Cincinnati and \$750 for the Ohio Department of Development)</p>

#14	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>City Business Disclosure Form</u>
#15	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>SBE Utilization Plan</u>
#16	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Balanced Development Application</u>



Interdepartmental Correspondence Sheet

22601515

Date: May 6, 2026

To: Councilmember Mark Jeffreys
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Emergency Ordinance - Honorary Street Renaming – Deputy Larry Henderson Jr. Way**

Transmitted herewith is an emergency ordinance captioned as follows:

DECLARING that Dr. Martin Luther King Jr. Drive West at Burnet Woods Drive in the Corryville neighborhood shall hereby receive the honorary, secondary name of “Deputy Larry Henderson Jr. Way” in honor of Hamilton County Sheriff’s Deputy Larry Henderson Jr., a beloved husband, father, and Sheriff’s Deputy, who dedicated his life to the citizens of Cincinnati, Hamilton County, and the United States of America as a United States Marine.

EESW/JRS(dbr)
Attachment
4897-8114-4486

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. _____

- 2026

DECLARING that Dr. Martin Luther King Jr. Drive West at Burnet Woods Drive in the Corryville neighborhood shall hereby receive the honorary, secondary name of “Deputy Larry Henderson Jr. Way” in honor of Hamilton County Sheriff’s Deputy Larry Henderson Jr., a beloved husband, father, and Sheriff’s Deputy, who dedicated his life to the citizens of Cincinnati, Hamilton County, and the United States of America as a United States Marine.

WHEREAS, Deputy Larry Henderson Jr. was born on June 11, 1967, to the late Larry Sr. and Judith Henderson; and

WHEREAS, Deputy Henderson served as a United States Marine, embodying the values of honor, courage, and commitment in everything he did; and

WHEREAS, Deputy Henderson joined the Hamilton County Sheriff’s Office as a Corrections Officer on June 14, 1991, and was promoted to Patrol Officer in December 1997; and

WHEREAS, in January 2001, Deputy Henderson received specialized training as a Hazardous Materials Technical Technician and in 2007, he was recognized with an award for his supervision of the Sheriff’s Dive Team; and

WHEREAS, Deputy Henderson joined the Hamilton County Police Association SWAT Team in January 2013 and later became a Task Force Officer (TFO) with the FBI Joint Terrorism Task Force in July 2018 and because of his training and expertise, he also served as a member of the Bomb Detection Team; and

WHEREAS, Deputy Larry Henderson Jr. dedicated 38 years of service to our country and to the citizens of Hamilton County; and

WHEREAS, on May 2, 2025, Deputy Henderson was assigned to a post at the intersection of Dr. Martin Luther King Jr. Drive West and Burnet Woods Drive, where he was ensuring the safety of pedestrians crossing the road to attend graduation ceremonies at the University of Cincinnati, when he was intentionally struck and killed by a driver; and

WHEREAS, Deputy Henderson was dedicated to his job and devoted to his family as a beloved husband and father; and

WHEREAS, Deputy Henderson served his community and country as a United States Marine and as a Hamilton County Sheriff’s Deputy with distinction and honor; and

WHEREAS, the City of Cincinnati seeks to remember those who have given their lives in the line of duty and so they will never be forgotten; now, therefore,

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

Section 1. That Dr. Martin Luther King Jr. Drive West at Burnet Woods Drive in the Corryville neighborhood shall hereby receive the honorary, secondary name of “Deputy Larry Henderson Jr. Way” in honor of Hamilton County Sheriff’s Deputy Larry Henderson Jr., and in recognition of his service to the City of Cincinnati, Hamilton County, and the United States of America.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Dr. Martin Luther King Jr. Drive West at Burnet Woods Drive in the Corryville neighborhood as “Deputy Larry Henderson Jr. Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That the Clerk of Council shall cause a copy of this ordinance to be provided to the wife of Hamilton County Sheriff’s Deputy Larry Henderson Jr., via the office of Councilmember Mark Jeffreys.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of the streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: _____, 2026

Attest: _____
Clerk

Aftab Pureval, Mayor

May 12, 2026

To: Members of the Housing and Growth Committee

202601560

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing a CRA Tax Abatement with AAA Club Alliance, Inc.

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with AAA Club Alliance Inc., or an affiliate of the company acceptable to the City Manager, thereby authorizing a fifteen-year exemption for 100 percent of the value of improvements made to real property located at 15 W. Central Parkway in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 55,000 square feet of commercial office space and approximately 4,000 square feet of commercial retail space, at a total construction cost of approximately \$24,000,000.

STATEMENT

COMMERCIAL: The redevelopment of these commercial spaces will help contribute to Cincinnati’s economic stability by opening more potential for future job opportunities by increasing space for new tenants.

BACKGROUND/CURRENT CONDITIONS

AAA Club Alliance, Inc. will be developing a commercial project, which will result in the renovation of the building located at 15 W. Central Parkway in the Central Business District neighborhood of Cincinnati. This project will result in the renovation of the existing office building, modernizing 55,000 square feet of office space and 4,000 square feet of retail space, allowing for the return to office of 30 work-from-home employees and the creation of 135 new full-time equivalent positions.

DEVELOPER INFORMATION

AAA Club Alliance, Inc. is affiliated with the American Automobile Association (AAA), who provides more than 65 million members with automotive, travel, insurance and financial services across North America. Established in 1902, AAA is a leader in advocacy for motorists and road safety by working with local and federal governments to change and enact laws.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

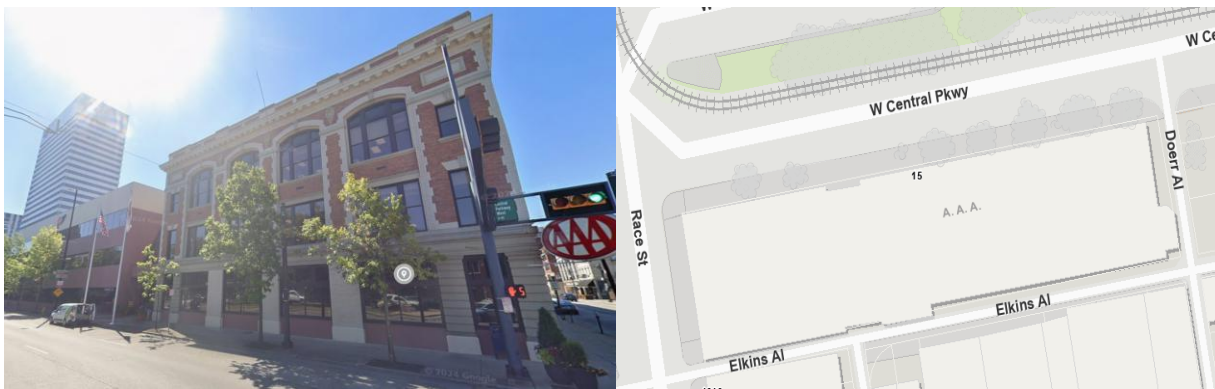
Attachment: Project Outline

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

Project Outline

Project Name	Project Mileage
Street Address	15 Central Parkway
Neighborhood	Central Business District
Property Condition	Existing Office Building
Project Type	Rehabilitation
Project Cost	Hard Construction Costs: \$24,000,000 Machinery & Equipment: \$638,000 Furniture, Fixtures and Equipment: \$4,000,000 Total Project Cost: \$28,638,000
Private Investment	Developer Equity: \$28,638,000
Sq. Footage by Use	Office: 55,000 SF Retail: 4,000 SF Total: 59,000 SF
Jobs and Payroll	Existing FTE Positions: 60 Total Payroll for Existing FTE Positions: \$5,700,000 Created FTE Positions: 135 Total Payroll for Created FTE Positions: \$10,250,000 Average Salary for Created FTE Positions: \$75,000 Construction FTE Positions: 100 Total Payroll for Construction FTE Positions: \$5MM
Location and Transit	Located within the Central Business District Transit Score: 78
Community Engagement	N/A
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map



Proposed Incentive

Incentive Terms	15-year, net 52%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area (Non-LEED)
Environmental Building Certification	Non-LEED
VTICA	Streetcar VTICA – 15%
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A

Other Incentives & Approvals	City Administration is also proposing a Job Creation Tax Credit Incentive with a 45% tax credit of gross income taxes generated by the new FTEs, with a credit term of 7 years and an additional 7-year retention period.
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Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$197,175
Total Term Incentive to Developer	\$2,957,623
City's Portion of Property Taxes Forgone (Term)	\$942,479
City's TIF District Revenue Forgone (Term)	\$0

Public Benefit		Value
CPS PILOT	Annual	\$125,130
	Total Term	\$1,876,953
VTICA	Annual	\$56,877
	Total Term	\$853,161
Income Tax Total Term (Maximum)		\$4,362,750
Total Public Benefit (CPS PILOT, VTICA , Income Tax)		\$7,092,864

Total Public Benefit ROI*	\$2.40
City's ROI**	\$4.63

* This figure represents the total dollars returned for public purposes (City/Schools/Other) over the benefit received.

**This figure represents the total dollars returned for City/ over the City's property taxes forgone.

EMERGENCY

MAH

- 2026

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with AAA Club Alliance Inc., or an affiliate of the company acceptable to the City Manager, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 15 W. Central Parkway in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 55,000 square feet of commercial office space and approximately 4,000 square feet of commercial retail space, at a total construction cost of approximately \$24,000,000.

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

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

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

WHEREAS, AAA Club Alliance Inc. (the “Company”) desires to remodel an existing building on real property at 15 W. Central Parkway located within the corporate boundaries of the City of Cincinnati into approximately 55,000 square feet of commercial office space and approximately 4,000 square feet of commercial retail space (collectively, 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 amended, the “Board of Education Agreement”), has approved exemptions of up to 100 percent of Community Reinvestment Area projects, waived advance notice and the right to

review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$197,175; 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 fifteen percent of the exempt real property taxes, which funds shall be committed by the third-party organization to support the streetcar that specially benefits 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 R.C. Section 3735.673; now, therefore,

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with AAA Club Alliance Inc., or an affiliate of the company acceptable to the City Manager (the "Agreement"), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 15 W. Central Parkway in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 55,000 square feet of commercial office space and approximately 4,000 square feet of commercial retail space, to be completed at a total construction cost of approximately \$24,000,000.

Section 2. That Council authorizes the City Manager:

- a. to execute the Agreement on behalf of the City of Cincinnati (the "City") in substantially the form of Attachment A to this ordinance;
- b. to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and

- c. 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: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

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 [AAA CLUB ALLIANCE INC., a Delaware corporation] (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, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 15 W. Central Parkway, 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 five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- 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, and has remitted with the Application the City application fee of \$1,250 made payable to the City.
- 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 (as amended), has approved exemptions of up to 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 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 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- 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 support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution 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 the Streetcar 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. _____-2026, passed by Cincinnati City Council on _____, 2026.

- 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 on the Property into approximately 55,000 square feet of commercial office space and approximately 4,000 square feet of commercial retail space (collectively, the "Improvements") at an estimated aggregate cost of \$24,000,000 to commence after the execution of this Agreement and to be completed no later than August 15, 2027; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (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 2028 nor extend beyond the earlier of (i) tax year 2042 or (ii) the end of the 15th year of exemption.

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

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

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

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. §101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(B)(7), 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.

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 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 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 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 (a) 60 full-time equivalent employees at the Property with a total annual payroll of \$5,700,000 (the “Property Retained Jobs”), (b) 114 other full-time equivalent employees in the City of Cincinnati with a total annual payroll of \$6,955,927.24 (the “Other City Retained Jobs” and,

together with the Property Retained Jobs, the "Retained Jobs"), (c) 935 other full-time equivalent employees in the State with a total annual payroll of \$85,446,517.26 (the "Ohio Jobs"), and (d) no other no existing employment at the Property or in the State. The Company represents that it is not relocating any or all of the Ohio Jobs to the Property pursuant to its completion of the Project.

Section 13. Job Creation and Retention.

A. Jobs to be Retained by Company. The Company agrees to use its best efforts to cause the Retained Jobs to be retained at the Property and in the City of Cincinnati, as applicable.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 135 full-time permanent jobs and (ii) 100 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. In the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end 3 years thereafter, and the job retention period shall continue for the full term of the abatement.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$10,125,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$5,000,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

D. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least 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.

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), 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 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 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has

knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 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 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 \$1,000 and/or a term of imprisonment of not more than 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 the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

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

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

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

To the City:

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

To the Company:

AAA Club Alliance Inc.
Attention: Mark Blair
15 W. Central Parkway
Cincinnati, Ohio 45202

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

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn

and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

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

[AAA CLUB ALLIANCE INC.,
a Delaware corporation]

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

By: _____

Date: _____, 2026

Printed Name: _____

Title: _____

Date: _____, 2026

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

Property Address: 15 W. Central Parkway, Cincinnati, Ohio 45202
Auditor Parcel No.: 076-0002-0109-00

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

[TO BE ATTACHED]